03/22/12 6.4/5

RESOLUTION NO. 19665

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority ("Tollway") to obtain Construction Management for a New Interchange on the Tri-State Tollway (I-294) at I-57, Contract No. I-11-4026. Knight E/A, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed $16,848,331.21. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineer is authorized to negotiate an agreement with Knight E/A, Inc. to provide Construction Management, on Contract No. I-11-4026, with an upper limit of compensation not to exceed $16,848,331.21, subject to review and approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved [redacted]

Knight E/A, Inc.
221 North LaSalle Street
Suite 300
Chicago, IL 60601-1213
Telephone (312) 577-3300
Fax (312) 577-3526
www.knighlea.com

KNIGHT
Engineers & Architects

March 12, 2012

Mr. Paul D. Kovacs, P.E.
Chief Engineer
Illinois Tollway
2700 Ogden Avenue
Downers Grove, Illinois 60515

Attention: Mr. Caahlen McAtee
Design & Construction Manager

Subject: I-294 / I-57
Tri-State Tollway M.P. 7.6 (I-57)
Contract No. I-11-4026
PSB 11-04, Item 12

Gentlemen:

In our original Statement of Interest for the subject project, Knight E/A, Inc. included Material Service Testing, Inc. (MST) to perform a specific task identified as Independent QA Review. During the negotiation meetings to establish the scope of work for the project, it was agreed that this particular task would not be required. Therefore, Knight is no longer including MST in the proposed team of subconsultants for the project.

If additional information is required, please do not hesitate to contact me at (312) 577-3381.

Respectfully submitted,

KNIGHT E/A, INC.

[redacted]

Kevin E. Lentz, P.E.
President

Cc: R. Johnson, MST

I-11-4026

CORPORATION FILE DETAIL REPORT

Entity Name	KNIGHT E/A, INC.	File Number	60279969
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	12/30/1998	State	ILLINOIS
Agent Name	MELISSA M MULHERN	Agent Change Date	12/10/2003
Agent Street Address	221 N LASALLE ST STE 300	President Name & Address	KEVIN E LENTZ 3919 NORTH RIDGE ARLINGTON HEIGHTS 6000
Agent City	CHICAGO	Secretary Name & Address	MELISSA M MULHERN 3742 N LEAVITT CHICAGO IL 60618
Agent Zip	60601	Duration Date	PERPETUAL
Annual Report Filing Date	11/21/2011	For Year	2011
Old Corp Name	11/26/2003 - KNIGHT INFRASTRUCTURE, INC.		

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Purchase Certificate of Good Standing

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I-11-4026

CORPORATION FILE DETAIL REPORT

Entity Name	AMERICAN SURVEYING & ENGINEERING, P.C.	File Number	53453368
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	05/09/1984	State	ILLINOIS
Agent Name	COVENTINE FIDIS	Agent Change Date	05/11/2010
Agent Street Address	105 W MADISON STE 1700	President Name & Address	COVENTINE FIDIS 1026 RAINWOODDR AURORA, IL 60506
Agent City	CHICAGO	Secretary Name & Address	SAME
Agent Zip	60602	Duration Date	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	2012
Assumed Name	ACTIVE - LEONARD DREAS AND ASSOCIATES		
Old Corp Name	03/12/2007 - ASC AMERICAN SURVEYING CONSULTANTS, P.C.		

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JESSE WHITE
SECRETARY OF STATE

CORPORATION FILE DETAIL REPORT

Entity Name	CIORBA GROUP, INC.	**File Number**	43524496
Status	ACTIVE		
Entity Type	CORPORATION	**Type of Corp**	DOMESTIC BCA
Incorporation Date (Domestic)	10/16/1963	**State**	ILLINOIS
Agent Name	GERALD W HEIMSOTH	**Agent Change Date**	09/29/2005
Agent Street Address	5507 N CUMBERLAND AVE	**President Name & Address**	GERALD W HEIMSOTH 5507 N CUMBERLAND AVE CHICAGO 60656
Agent City	CHICAGO	**Secretary Name & Address**	MELISSA L BENTZ 5507 N CUMBERLAND AVE CHICAGO 60656
Agent Zip	60656	**Duration Date**	PERPETUAL
Annual Report Filing Date	08/30/2011	**For Year**	2011

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Purchase Certificate of Good Standing
(One Certificate per Transaction)

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I-11-4026

CORPORATION FILE DETAIL REPORT

Entity Name	DYNASTY GROUP, INC.	File Number	57724188
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	03/15/1994	State	ILLINOIS
Agent Name	ZHONG CHEN	Agent Change Date	06/24/1999
Agent Street Address	1260 ST CLAIRE PLACE	President Name & Address	ZHONG CHEN 1260 ST CLAIRE PLACE SCHAUMBURG 60173
Agent City	SCHAUMBURG	Secretary Name & Address	ZHONG CHEN 1260 ST CLAIRE PLACE SCHAUMBURG 60173
Agent Zip	60173	Duration Date	PERPETUAL
Annual Report Filing Date	02/08/2012	For Year	2012

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Purchase Certificate of Good Standing

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CORPORATION FILE DETAIL REPORT

Entity Name	GSG MATERIAL TESTING, INC.	**File Number**	58157104
Status	ACTIVE		
Entity Type	CORPORATION	**Type of Corp**	DOMESTIC BCA
Incorporation Date (Domestic)	01/17/1995	**State**	ILLINOIS
Agent Name	SANTIAGO GARCIA	**Agent Change Date**	01/17/1995
Agent Street Address	7720 N KARLOV	**President Name & Address**	SANTIAGO GARCIA 7720 N KARLOV SKOKIE 60076
Agent City	SKOKIE	**Secretary Name & Address**	SANTIAGO GARCIA 7720 N KARLOV SKOKIE 60076
Agent Zip	60076	**Duration Date**	PERPETUAL
Annual Report Filing Date	01/05/2012	**For Year**	2012
Old Corp Name	04/06/2005 - ENVIRONMENTAL RESOURCES, INC.		

Return to the Search Screen

Purchase Certificate of Good Standing
(One Certificate per Transaction)

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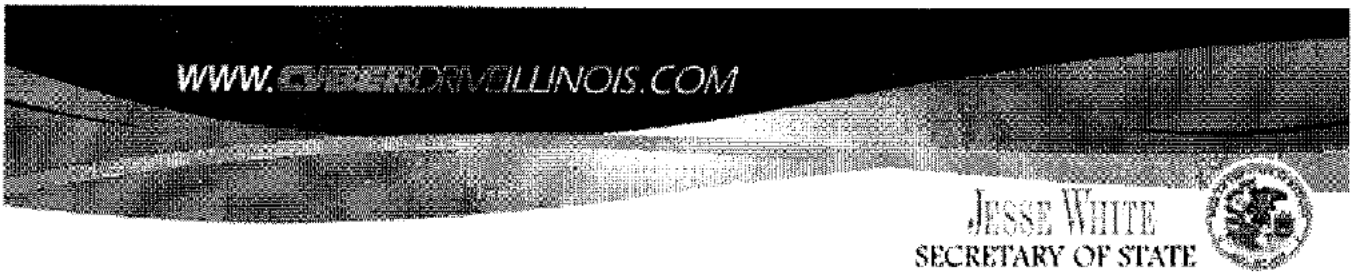

LLC FILE DETAIL REPORT

Entity Name	R & G ENGINEERING, LLC	**File Number**	01401491
Status	ACTIVE	**On**	12/30/2011
Entity Type	LLC	**Type of LLC**	Domestic
File Date	01/24/2005	**Jurisdiction**	IL
Agent Name	RICHARD A RIVERA	**Agent Change Date**	03/07/2011
Agent Street Address	8770 W BRYN MAWR AVE 1300	**Principal Office**	8770 W BRYN MAWR AVE STE 1300 CHICAGO, IL 60631
Agent City	CHICAGO	**Management Type**	MBR View
Agent Zip	60631	**Duration**	12/31/2099
Annual Report Filing Date	12/30/2011	**For Year**	2012
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

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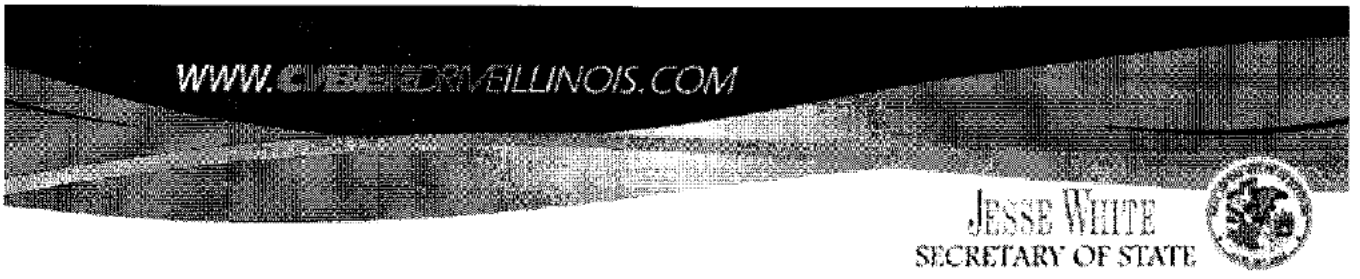

CORPORATION FILE DETAIL REPORT

Entity Name	THE RODERICK GROUP INC, P.C.	**File Number**	64248162
Status	ACTIVE		
Entity Type	CORPORATION	**Type of Corp**	DOMESTIC BCA
Incorporation Date (Domestic)	06/21/2005	**State**	ILLINOIS
Agent Name	CHRISTOPHER A WEINUM	**Agent Change Date**	06/24/2009
Agent Street Address	407 S DEARBORN 1260	**President Name & Address**	RASHOD R JOHNSON 8504 S BLACKSTONE CHICAGO 60619
Agent City	CHICAGO	**Secretary Name & Address**	
Agent Zip	60605	**Duration Date**	PERPETUAL
Annual Report Filing Date	05/04/2011	**For Year**	2011
Old Corp Name	12/09/2008 - THE RODERICK GROUP, INC.		

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Purchase Certificate of Good Standing

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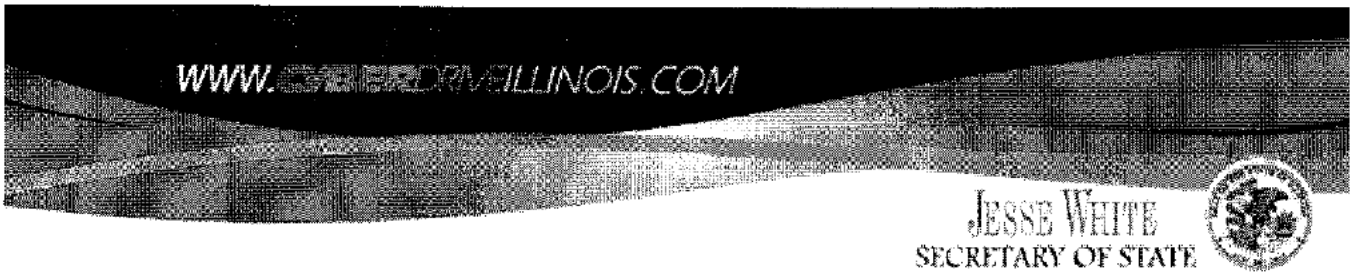

CORPORATION FILE DETAIL REPORT

Entity Name	WIGHT & COMPANY	**File Number**	47523524
Status	ACTIVE		
Entity Type	CORPORATION	**Type of Corp**	DOMESTIC BCA
Incorporation Date (Domestic)	03/31/1967	**State**	ILLINOIS
Agent Name	RICHARD A SUGAR	**Agent Change Date**	02/29/2012
Agent Street Address	30 N LASALLE ST STE 3000	**President Name & Address**	PATRICK E CERMAK 2500 N FRONTAGE ROAD DARIEN 60561
Agent City	CHICAGO	**Secretary Name & Address**	CAROL ROGLIN 2500 N. FRONTAGE RD DARIEN, IL 60561
Agent Zip	60602	**Duration Date**	PERPETUAL
Annual Report Filing Date	03/05/2012	**For Year**	2012
Old Corp Name	04/04/1995 - WIGHT AND COMPANY 06/20/1996 - WIGHT OLD CORP.		

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JESSE WHITE
SECRETARY OF STATE

CORPORATION FILE DETAIL REPORT

Revised Revision

Entity Name	T.Y. LIN INTERNATIONAL, INC.	File Number	52357292
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	04/13/1981	State	CALIFORNIA
Agent Name	C T CORPORATION SYSTEM	Agent Change Date	05/08/1992
Agent Street Address	208 SO LASALLE ST, SUITE 814	President Name & Address	ALVARO PIEDRAHITA 2 HARRISON ST #500 SAN FRANCISCO CA 94105
Agent City	CHICAGO	Secretary Name & Address	ROBERT A PETERSON SAME
Agent Zip	60604	Duration Date	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	2012

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(One Certificate per Transaction)

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I-11-4026

CORPORATION FILE DETAIL REPORT

Entity Name	T.Y. LIN INTERNATIONAL GREAT LAKES INC.	**File Number**	53267416
Status	ACTIVE		
Entity Type	CORPORATION	**Type of Corp**	DOMESTIC BCA
Incorporation Date (Domestic)	11/14/1983	**State**	ILLINOIS
Agent Name	C T CORPORATION SYSTEM	**Agent Change Date**	01/07/2002
Agent Street Address	208 SO LASALLE ST, SUITE 814	**President Name & Address**	ALVARO J PIEDRAHITA 2 HARRISON #500 SAN FRANCISCO CA 94105
Agent City	CHICAGO	**Secretary Name & Address**	ROBERT A PETERSON 14390 W WYCOMBE CT GREEN OAKS 60048
Agent Zip	60604	**Duration Date**	PERPETUAL
Annual Report Filing Date	11/03/2011	**For Year**	2011
Old Corp Name	12/11/1992 - BASCOR, INC. 03/14/2001 - T.Y. LIN INTERNATIONAL BASCOR INC.		

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 I-11-4026 Knight E/A, Inc.

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:16 03/15/12

ACTION: S

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

DISCLAIMER:
AS OF 03/15/12 AT 15:16 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [redacted] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

 I-11-4026 American Surveying

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:16 03/15/12

ACTION: S

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

DISCLAIMER:
AS OF 03/15/12 AT 15:17 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [redacted] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:16 03/15/12

ACTION: S

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

DISCLAIMER:
AS OF 03/15/12 AT 15:17 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [redacted] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

 I-11-4026 Dynasty Group

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:16 03/15/12

ACTION: S

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

DISCLAIMER:
AS OF 03/15/12 AT 15:17 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [redacted]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

 I-11-4026 GSG Material

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:16 03/15/12

ACTION: S

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

DISCLAIMER:
AS OF 03/15/12 AT 15:18 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [redacted] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

 I-11-4026 R&G Engineering

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:16 03/15/12

ACTION: S

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

DISCLAIMER:
AS OF 03/15/12 AT 15:18 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [redacted] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:16 03/15/12

ACTION: S

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

DISCLAIMER:
AS OF 03/15/12 AT 15:19 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [redacted] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:16 03/15/12

ACTION: S

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

DISCLAIMER:
AS OF 03/15/12 AT 15:19 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [redacted] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

 I-11-4026 T.Y. LIN

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:16 03/15/12

ACTION: S

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

DISCLAIMER:
AS OF 03/15/12 AT 15:19 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [redacted] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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SUBCONSULTANT CONSULTANT'S

Contract No. I-11-4026 **Prime: Knight E/A**

FORM 1 (pgs. 1 thru 3)

STATE ETHICAL STANDARDS

STATE ETHICAL STANDARDS	List of Subconsultant(s)	Current Version: Revised12/1/11	Contract number identified:	Prime Name Identified	Subconsultant Name Identified	Signed and Dated	ACCEPTED	CONFLICT OF INTEREST
1.	American Surveying & Engineering	☒	☒	☒	☒	☒	YES	NONE
2.	Ciorba Group, Inc.	☒	☒	☒	☒	☒	YES	NONE
3.	GSG Consultants, Inc.	☒	☒	☒	☒	☒	YES	NONE
4.	Wight & Company	☒	☒	☒	☒	☒	YES	NONE
5.		☐	☐	☐	☐	☐		
6.		☐	☐	☐	☐	☐		
7.		☐	☐	☐	☐	☐		

FORM 2 (pgs. 1 thru 8)

FINANCIAL SUBCONTRACTOR (CONSULTANT) DISCLOSURES

FINANCIAL SUBCONTRACTOR DISCL.	List of Subconsultant(s)	Current Version: Revised12/1/11	Contract number identified:	Prime Name Identified	Subconsultant Name Identified	Signed and Dated	ACCEPTED	CONFLICT OF INTEREST
1.	American Surveying & Engineering	☒	☒	☒	☒	☒	YES	NONE
2.	Ciorba Group, Inc.	☒	☒	☒	☒	☒	YES	NONE
3.	GSG Consultants, Inc.	☒	☒	☒	☒	☒	YES	NONE
4.	Wight & Company	☒	☒	☒	☒	☒	YES	NONE
5.		☐	☐	☐	☐	☐		
6.		☐	☐	☐	☐	☐		
7.		☐	☐	☐	☐	☐		

Reviewed by: Pamela Wafford
Date: April 4, 2012

SUBCONSULTANT CONSULTANT'S

Contract No. I-11-4026 **Prime: Knight E/A**

FORM 1 (pgs. 1 thru 3)

STATE ETHICAL STANDARDS

STATE ETHICAL STANDARDS List of Subconsultant(s)		Current Version: Revised12/1/11	Contract number identified:	Prime Name Identified	Subconsultant Name Identified	Signed and Dated	ACCEPTED	COMMENTS/ CONFLICT OF INTEREST
1.	The Roderick Group, Inc.	X	X	X	X	x	YES	NONE
2.	Dynasty Group, Inc.	X	X	X	X	X	YES	NONE
3.	T.Y. Lin Int'l Great Lakes, Inc.	X	X	X	X	X	YES	NONE
4.	Parent Org: T.Y. Lin Int'l, Inc.	X	X	X	X	X	YES	NONE
5.	Parent Org: DAR Holding, USA	X	X	X	X	x	YES	NONE
6.	Parent Org: T.Y. Lin Group	X	X	X	X	x	YES	NONE
7.	R & G Engineering LLC	X	X	X	X	X	YES	NONE

FORM 2 (pgs. 1 thru 8)

FINANCIAL SUBCONTRACTOR (CONSULTANT) DISCLOSURES

FINANCIAL SUBCONTRACTOR DISCL. List of Subconsultant(s)		Current Version: Revised12/1/11	Contract number identified:	Prime Name Identified	Subconsultant Name Identified	Signed and Dated	ACCEPTED	COMMENTS/ CONFLICT OF INTEREST
1.	The Roderick Group, Inc.	X	X	X	X	X	YES	NONE
2.	Dynasty Group, Inc.	X	X	X	X	X	YES	NONE
3.	T.Y. Lin Int'l Great Lakes, Inc.	X	X	X	X	X	YES	NONE
4.	Parent Org: T.Y. Lin Int'l, Inc.	X	X	X	X	X	YES	NONE
5.	Parent Org: DAR Holding, USA	X	X	X	X	X	YES	NONE
6.	Parent Org: T.Y. Lin Group	X	X	X	X	x	YES	NONE
7.	R & G Engineering LLC	X	X	X	X	X	YES	NONE

Reviewed by: Pamela Wafford
Date: April 9, 2012

April 23, 2012

Mr. Kevin Lentz, Executive Vice President
Knight E/A/, Inc.
221 North LaSalle, Suite 300
Chicago, IL 60601

Re: Contract I-11-4026
New Interchange on the Tri-State Tollway (I-294) at I-57
Project Management and Construction Management

Dear Mr. Lentz:

Enclosed is one fully executed Duplicate Original of the Agreement by and between Knight E/A/, Inc. and the Illinois Tollway.

This agreement is transmitted to your attention for your records.

Sincerely,

[redacted]

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

Enclosure

cc: Caahlen McAtee

File: 02.4026.03 TX_Tollway_PDK_4026KnightAgreement_04232012

April 20, 2012

Mr. Kevin Lentz, Executive Vice President
Knight E/A, Inc.
221 North LaSalle, Suite 300
Chicago, IL 60601

Re: Contract I-11-4026
New Interchange on the Tri-State Tollway (I-294) at I-57
Project Management and Construction Management

NOTICE TO PROCEED

Dear Mr. Lentz:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated March 12, 2012, for Construction Management Services for Contract I-11-4026. You are hereby authorized to commence with the work as of April 20, 2012, and as defined in Exhibit "F" Scope of Work contained in your proposal.

A current Certified Payroll and signed affidavit for all consultants associated with this contract must be in the possession of the Tollway at the time an invoice is presented for payment. It is recommended that your Certified Payroll be sent in advance of your first billing to Gloria Zimmer, Finance Department, in a sealed envelope clearly marked "Certified Payroll." We request these documents in advance so that upon receipt of your first invoice, any associated issues regarding payroll have an opportunity to be resolved.

This contract is subject to the Procurement Reform Bill commonly known as SB 51 (P.A. 96-0795 and subsequently P.A. 96-0920). The bill requires the Prime awarded a Tollway contract to submit subcontractor agreements and certification/disclosure forms from subcontractors of **all** tiers whose contract value exceeds $25,000. If you have not already submitted the required documentation, the subcontractor agreements and forms must be submitted within **20 days** from this Notice-to-Proceed date or after execution of the sub-contract, whichever is later. For submittal instructions, please refer to the Illinois Tollway website, www.illinoistollway.com, under Doing Business: Engineering & Construction – see "Joint Resources", click on Procurement Reform Bill.

In accordance with your Construction Management Agreement, Article XVI – Quality Assurance and Quality Control (QA/QC) Plan, we are requesting submittal of your QA/QC Plan, via Proliance, within fourteen (14) days of receiving this Notice To Proceed, for approval by the Chief Engineer.

Please contact Caahlen McAtee at 630-241-6800 extension 3942 for further information.

Sincerely,

[redacted]

Paul D. Kovacs, P.E.
Chief Engineer

PDK: eah

cc: Pete Foernssler
Caahlen McAtee
John Donato
Contract Services
Marilyn Kossmann
Dave Morris
Jan Kemp
Maria Limonciello
Gloria Zimmer
Kellye Keyes
Micheal Greer
John Dainis
Katrice Nicholson
Pamela Wafford

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CONSTRUCTION MANAGER AGREEMENT

THIS AGREEMENT made and entered into this **22nd** day of **March, 2012**, 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 **KNIGHT E/A, INC.**, a **corporation** authorized and existing within the laws of the State of Illinois, hereinafter referred to as "CONSTRUCTION MANAGER".

W I T N E S S E T H:

WHEREAS, the CONSTRUCTION MANAGER has submitted a proposal dated **March 12, 2012,** to provide construction management services for Contract No. **I-11-4026** for **New Interchange at Mile Post 7.6, Tri-State Tollway (I-294) and Interstate 57 (I-57)**; and

WHEREAS, the CONSTRUCTION MANAGER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 11-4, Item 12,** staffed with professional licensed engineers, experienced and well-able to perform the construction section engineering services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

A. The CONSTRUCTION MANAGER shall perform all construction management services for Contract No. **I-11-4026** for **New Interchange at Mile Post 7.6, Tri-State Tollway (I-294) and Interstate 57 (I-57)** in accordance with the requirements and terms of this Agreement and the proposal from the CONSTRUCTION MANAGER of **March 12, 2012,** attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the term or terms of this Agreement shall govern and prevail.

B. All services performed by CONSTRUCTION MANAGER shall be performed according to the professional standards and in accordance with the Construction Manager's Manual, July 2010 and as revised thereafter.

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

ARTICLE II

Time of Performance

Upon receipt of a Notice to Proceed authorized by the Chief Engineer of the TOLLWAY, the CONSTRUCTION MANAGER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or March 23, 2012** and ending **May 30, 2019**, in accordance with the schedule included in the attached proposal. Should circumstances arise, the Chief Engineer of the TOLLWAY may, at his discretion and with consent of the CONSTRUCTION MANAGER, renew this contract for two additional one year terms or one additional two year term, as agreed upon by the Parties.

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

ARTICLE III

Compensation

The CONSTRUCTION MANAGER shall perform all construction management services as required herein, and the TOLLWAY shall pay the CONSTRUCTION MANAGER as compensation therefor, the CONSTRUCTION MANAGER'S actual payroll costs times a multiplier of **2.8000**, and reimbursement of certain direct expenses (as shown in Exhibit "1"), with an upper limit of compensation of **Sixteen Million, Eight-Hundred Forty Eight Thousand, Three-Hundred Thirty One Dollars and Twenty One Cents ($16,848,331.21)**. If, in the opinion of the CONSTRUCTION MANAGER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the CONSTRUCTION MANAGER shall promptly notify the Chief Engineer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior approval of the Chief Engineer. The CONSTRUCTION MANAGER must ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XVIII.

ARTICLE IV

Compliance with State and Other Laws

The CONSTRUCTION MANAGER specifically agrees that in the performance of the services herein enumerated, the CONSTRUCTION MANAGER, its associates,

subcontractors, agents and employees will comply with any and all Federal laws, State statutes, local ordinances, rules and regulations.

Governing Law; Exclusive Jurisdiction

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

ARTICLE V

Responsibility for Injuries and Damages

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

ARTICLE VI

Insurance

The CONSTRUCTION MANAGER agrees to procure and maintain during the entire term of this contract and any extensions thereto, at its own expense and without additional expense to the TOLLWAY, adequate insurance for claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the CONSTRUCTION MANAGER, his agents, representatives, employees or subcontractors. Work shall not commence until all insurance required by this section has been obtained and acceptable documentation provided to the TOLLWAY. Acceptable insurance companies shall be authorized or approved to transact business under the laws

of the State of Illinois, shall be rated by A.M. Best and Company with a financial strength rating of "A-" or better and a financial size category of not less than "VII".

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

a. Worker's Compensation Insurance as required by state statute, and Employer's Liability insurance covering all the CONSTRUCTION MANAGER's employees acting within the course and scope of their employment.

b. Commercial General Liability Insurance written on Insurance Services Office (ISO) occurrence form CG 00 01 10/03 or equivalent, covering premises operations, independent contractors, blanket contractual liability, and personal injury with minimum limits of $1,000,000.00 (One Millions Dollars) each occurrence and $2,000,000.00 (Two Million Dollars) annual general aggregate.

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

c. Automobile Liability Insurance covering any auto, including owned, hired and non-owned autos, with a minimum limit of $1,000,000.00 (One million Dollars) each occurrence, combined single limit.

d. Excess / Umbrella Liability Insurance providing excess coverage over commercial general liability, automobile liability and employer's liability with a minimum limit of $2,000,000.00 (Two Million Dollars) per occurrence and in aggregate.

e. Engineering Professional Errors and Omissions Liability providing coverage for claims, damages, losses or expenses arising out of or resulting from the performance of Professional Services contemplated in this contract. Limits of liability shall be a minimum of $2,000,000 (Two Million Dollars) per occurrence and in aggregate. The policy, including claims made forms, shall remain in effect for the duration of the contract and then have a three-year discovery period or longer as required by State Statue.

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

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

ARTICLE VII

Ownership of Documents

All documents, including tracings, drawings, estimates, specifications, field notes, investigations, studies and any and all documents, memoranda and information relating to services to be furnished and performed pursuant to this Agreement are the property of the TOLLWAY. During the performance of the engineering services herein provided for, the CONSTRUCTION MANAGER shall be responsible for any loss or damage to the documents herein enumerated while they are in its possession, and any such documents shall be restored at its expense. Full access to the documents, including related work product concerning the services performed pursuant to this Agreement, shall at all times be available to the TOLLWAY and other public agencies interested in this work. It is agreed and understood by the parties that any plans, drawings, blueprints or other similar documents ("plans") provided under this Contract which are reused by the TOLLWAY, on other projects, shall be at the TOLLWAY's own risk. Any person or entity reusing any plans shall be solely responsible for such reuse. Should the CONSTRUCTION MANAGER reuse any plans, it agrees to indemnify any and all persons or entities for any claims or actions resulting from its reuse to the extent that said claim or action results from such reuse. The TOLLWAY agrees to require any person (including the TOLLWAY itself) reusing the plans provided by the CONSTRUCTION MANAGER to abide by the terms and conditions set forth in this paragraph.

ARTICLE VIII

Financial Statement

The CONSTRUCTION MANAGER shall, within ten (10) days after requested by the TOLLWAY, furnish to the TOLLWAY a current statement of the financial condition of the CONSTRUCTION MANAGER and any other financial information required by the TOLLWAY.

ARTICLE IX

Successors and Assigns

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

ARTICLE X

Subcontractors

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

ARTICLE XI

Suspension

The TOLLWAY may suspend, from time to time, the services of the CONSTRUCTION MANAGER pursuant to this Agreement at its sole discretion effective five (5) days after delivery of written notice thereof for any period of time or times not exceeding a total of twelve (12) months. In the event of suspension of this Agreement, not occasioned by violation of the Agreement by the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER shall be paid for authorized services performed prior to the effective date of the suspension, including any reimbursable expenses then due, in accord with this Agreement.

ARTICLE XII

Termination

A. Termination Without Cause

1. The TOLLWAY reserves the right, at its sole discretion, to terminate this Agreement without cause at any time. In the event of such termination, the TOLLWAY will promptly deliver a written Notice of Termination Without Cause to the CONSTRUCTION MANAGER. Upon termination and within ten (10) days of said termination, the CONSTRUCTION MANAGER shall prepare a detailed Progress Report, including information as to all the work performed by the CONSTRUCTION MANAGER and the status of the work as of the date of the termination, and provide any and all other information and documents developed under the terms of this Agreement as requested by the Chief Engineer of the TOLLWAY. The TOLLWAY will review the Progress Report and determine the percentage of the work required to be performed under this Agreement that has been completed by the CONSTRUCTION MANAGER. At the request and direction of the Chief Engineer of the TOLLWAY, the CONSTRUCTION MANAGER shall, within ten (10) days after the date of termination, furnish to the TOLLWAY marked up full size prints entitled "Record Plans", including specifications with all contract revisions or modifications to date indicated thereon, in accordance with the requirements of the Construction Manager's Manual, July 2010 and as revised thereafter.

In the event the Chief Engineer of the TOLLWAY requires additional services to be performed by the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER shall prepare a Final Progress Report on completion of the additional services. The TOLLWAY will review the Final Progress Report and determine the percentage of completed services performed under the Agreement by the CONSTRUCTION MANAGER.

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

a. Actual payroll cost for work properly performed prior to the effective date of termination, times a multiplier of **2.8000**;

b. Actual reimbursable direct expenses incurred prior to the effective date of termination;

c. Actual payroll cost times a multiplier of **2.8000** for any wind-up work after the effective date of termination as directed to be performed by the Chief Engineer of the TOLLWAY.

d. Actual reimbursable direct expenses incurred for any wind-up work after the effective date of termination as directed to be performed by the Chief Engineer of the TOLLWAY.

B. Termination for Cause

1. In the event the CONSTRUCTION MANAGER fails to meet any of its contractual obligations as set forth in this Agreement due to any of the herein stated conditions for termination for cause, then the TOLLWAY, at its option, may consider the Agreement as cancelled effective upon the delivery of written Notice of Termination for Cause to the CONSTRUCTION MANAGER, and may, as additional remedies and without prejudice to or waiver of any other right or remedy which it possesses hereunder or as a matter of law, complete the performance of the engineering services with its own forces, secure services from any other available source and any difference in cost shall be charged back to the CONSTRUCTION MANAGER, or at the option of the TOLLWAY, shall require the CONSTRUCTION MANAGER to promptly pay for or reimburse the TOLLWAY for any such difference in cost, or the TOLLWAY may deduct any such cost from any payments due or to become due the CONSTRUCTION MANAGER. In addition to any difference in cost for services incurred by the TOLLWAY, the CONSTRUCTION MANAGER shall reimburse the TOLLWAY for any costs, fees or expenses, including administrative, engineering and legal expenses incurred by the TOLLWAY due to the failure of the CONSTRUCTION MANAGER to meet such obligations. The foregoing costs, fees and expenses, may, at the direction of the TOLLWAY, be deducted from any sums remaining due for services properly performed prior to the effective date of the cancellation and termination.

2. Conditions for termination for cause are as follows:

a. If CONSTRUCTION MANAGER becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law established for the relief of debtors;

b. If a receiver, trustee or liquidator of any of the property or income of CONSTRUCTION MANAGER shall be appointed;

c. If CONSTRUCTION MANAGER shall fail to perform the scope of services, or any part thereof, with the diligence necessary to continue progress and complete the scope of services as prescribed by the time schedule and shall fail to take such steps as directed by the TOLLWAY to remedy delays within five (5) days after written notice thereof from TOLLWAY;

d. If CONSTRUCTION MANAGER shall violate any of the terms, provisions, conditions, covenants, or Certifications contained in this Agreement and shall fail to take such steps as directed by the TOLLWAY to remedy such default within five (5) days after written notice thereof from TOLLWAY.

3. Upon termination for cause and within ten (10) days of such notice, the CONSTRUCTION MANAGER shall prepare a detailed Progress Report, including information as to all the work performed by the CONSTRUCTION MANAGER and the status of the work as of the date of the termination, and provide any and all other information and documents requested by the Chief Engineer of the TOLLWAY. The TOLLWAY will review the Progress Report and determine the percentage of services that have been performed under this Agreement by the CONSTRUCTION MANAGER. In the case of a dispute between the TOLLWAY and the CONSTRUCTION MANAGER, the decision of the Chief Engineer shall be final. At the request and direction of the Chief Engineer of the TOLLWAY, the CONSTRUCTION MANAGER shall, within ten (10) days after the date of termination, furnish the TOLLWAY with marked up full size prints entitled "Record Plans", including specifications with all contract revisions or modifications made up to the termination date indicated thereon, in accordance with the requirements of the Construction Manager's Manual, July 2010 and as revised thereafter.

4. The total compensation due to the CONSTRUCTION MANAGER, in the event of Termination for Cause shall be the following, less all previous payments to the CONSTRUCTION MANAGER, and expenses and costs of the TOLLWAY, and any credits or set-offs due to the TOLLWAY.

a. Actual payroll cost for authorized work performed prior to the effective date of termination, times a multiplier of **2.8000**;

b. Actual reimbursable direct expenses incurred prior to the effective date of termination.

C. Termination due to Lack of an Appropriation

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

ARTICLE XIII

Solicitations

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

ARTICLE XIV

Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the CONSTRUCTION MANAGER at **Knight E/A, Inc., 221 North LaSalle, Suite 300, Chicago, IL 60601,** or to the Chief Engineer, at 2700 Ogden Avenue, Downers Grove, Illinois 60515. Either party may change the place to which notices hereunder may be addressed by written notice to the other party at any time or times.

ARTICLE XV

Comptroller Requirements for Contracts

The CONSTRUCTION MANAGER and any and all subcontractors under this Agreement agree to maintain the books and records relating to this Agreement for a period of five years from the later of the date of final payment under the Agreement or completion of the Agreement or subcontract. The CONSTRUCTION MANAGER further agrees to cooperate fully with any audit and to make the books and records available to the Auditor General, Chief Procurement Officer, Internal Auditor, and the Purchasing Agency.

ARTICLE XVI

Quality Assurance and Quality Control (QA/QC) Plan

The CONSTRUCTION MANAGER'S QA/QC PLAN for this PROJECT must be presented by the CONSTRUCTION MANAGER fourteen (14) days after receiving the signed contract. After acceptance by the TOLLWAY, the CONSTRUCTION MANAGER must adhere to this QA/QC Plan and will be required to periodically confirm, in writing, that they have complied with the approved plan. The statement of compliance must be submitted to the TOLLWAY Project Manager with each monthly progress report.

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

ARTICLE XVII

Miscellaneous

This Agreement, when executed by the CONSTRUCTION MANAGER, shall be an offer by the CONSTRUCTION MANAGER to the TOLLWAY and shall not be construed as an offer by the TOLLWAY to the CONSTRUCTION MANAGER. All agreements are subject to the statutes, rules, regulations and policies governing the TOLLWAY and are expressly subject to the approval of the TOLLWAY's Board of Directors, the Procurement Policy Board, the Department of Central Management Services and the Attorney General of the State of Illinois.

ARTICLE XVIII

Inspector General

Each party to this Agreement hereby acknowledges that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/) the Inspector General of the Illinois State Toll Highway Authority has the authority to audit and to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse and when necessary subpoena witnesses and compel the production of books and papers pertinent to an investigation. Each party shall cooperate in any such investigation and shall provide access to all information and documentation related to the services performed and will disclose and make available all personnel involved or connected with the services or having knowledge of the services.

ARTICLE XIX

Engineer Selection Process

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT **I-11-4026** the day and year first above written.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

[redacted] 4-20-12

By
Chair/Executive Director-Signature Date
Paula Wolff/Kristi Lafleur

KNIGHT E/A, INC.

[redacted] 3/12/12

President-Signature Date

Kevin E. Lentz
Printed Name as Signed Above

APPROVED:

[redacted] 4/19/12

Kellye K. Jackson, SPO
Signature Date

ATTEST:

[redacted] 3/12/12 (Seal)

Secretary - Signature Date

Melissa M. Mulhern
Printed Name as Signed Above

APPROVED:

[redacted] 4/19/12

Chief of Finance – Signature Date
Michael Colsch

APPROVED:

[redacted] 4/16/12

General Counsel – Signature Date
David Goldberg

Approved as to Form and Constitutionality

[redacted] 4-12-2012

Attorney General, State of Illinois – Robert Lane - Signature Date

CONSTRUCTION MANAGER PROPOSAL

FOR CONTRACT NUMBER I - 11 - 4026

This proposal, dated March 12, 2012, is submitted by

Knight E/A, Inc. (Firm Name) of Chicago, Illinois (City & State) for

Construction Manager's Service.

LOCATION OF CONSTRUCTION SECTION

The location of the construction contract Various for which we propose to provide Construction Manager Services is from Mile Post 7.6 to Mile Post 7.6 on the Tri-State Tollway(s), in Cook County (Counties), Illinois.

SCOPE OF CONSTRUCTION MANAGER SERVICES

Construction Manager Services, following selection from PSB 11-4, Item #12, will be provided for all items of work included in the Contract Requirements for the above Construction Contract and will conform with the Illinois State Toll Highway Authority's *Construction Manager's Manual,* dated August 2007 (and as revised), and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY" current practices. These services shall include the responsibility for administration of the referenced Construction Contract in accordance with the applicable Construction Manager's Manual; manage the work as required by the Contract Documents; responsible for all on-site and off-site material testing; document all activities pertaining to the execution of the work; prepare all reports, payment estimates and other required documents; submit a "Record Drawing" set of plans; submit all project records, documents and the project close-out records properly indexed and cross-referenced in a manner which can be easily reviewed by the TOLLWAY at the same time the final pay estimate is submitted; and carry out the policies of the TOLLWAY.

FEE PROPOSAL

The CONSTRUCTION MANAGER shall be compensated for Engineering Services on the following basis:

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

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

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

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

Exhibit C-1 (Company Employee Classification List) shall establish the classifications, current hourly rates and classification average rates of the company's staff. Classifications must be included on Exhibit C-1 to be reimbursable.

Exhibit C-2 (Payroll Classification Escalation Table) shall identify the direct labor escalation for the duration of the project. Pay rate increases shall be limited to one per calendar year. Cumulative salary increases for the CONSTRUCTION MANAGER may not exceed the direct labor escalation rate listed in Exhibit C-2 for any twelve month period.

Exhibit C-3 This exhibit determines the Total Direct Labor for the project.

The direct salary rate allowable for any individual at the outset of the project for invoicing purposes will be the rate listed on a "Certified Payroll Summary" to be submitted by the CONSTRUCTION MANAGER at the start of the project. A revised "Certified Payroll Summary" must be submitted at the time of annual salary increases and when a newly hired employee is added to the TOLLWAY project. Individual salary increases of 7% or more in one twelve month period require a written request by the CONSTRUCTION MANAGER and approval by the Chief Engineer of the TOLLWAY prior to using the increased rate on invoices. The CONSTRUCTION MANAGER is required to submit a WORK FORCE AND RATE REVISIONS WORKSHEET (this is for informational purposes only) at the start of the project, at the time of annual increases, and each time the project related work force changes.

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

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

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

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

Reimbursement for the use of automotive vehicles will be as provided for in the Allowable Direct Costs. See Exhibit D.

Reimbursement for automotive vehicles furnished by the CONSTRUCTION MANAGER as requested by the TOLLWAY shall be at the fixed rate provided in the Allowable Direct Costs. See Exhibit D. Such rate of reimbursement will be considered full payment for all costs including, but not limited to: the furnishing, insuring, operating, and maintaining the automotive vehicles. The term "automotive vehicle" includes automobiles, pick-up trucks, station wagons, vans, and the like. CONSTRUCTION MANAGER shall maintain itemized vehicle usage records for all vehicles billed to the contract. Said records shall contain at a minimum the individual who used the vehicle, the date of usage, and the purpose or destination.

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

SERVICES BY OTHERS (Exhibit H) - The fees for services provided by all subcontractors shall be summarized on Exhibit H. All subcontractors are required to submit Exhibits A-G. Exhibit H is required if second tier subcontractors are used.

The CONSTRUCTION MANAGER understands that the contract is between the TOLLWAY and the CONSTRUCTION MANAGER. The CONSTRUCTION MANAGER is responsible for monitoring and managing the work and budget of all subconsultants.

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

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the CONSTRUCTION MANAGER, for all costs, shall be $ 16,848,331.21 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all Construction Management services for all items of work included in the Scope of Construction Manager Services (Exhibit F). If potential additional services have been identified in the scope of work (Exhibit F), it is understood that these services may not be requested by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the CONSTRUCTION MANAGER, Exhibits A-H must be submitted by the CONSTRUCTION MANAGER for TOLLWAY approval prior to commencement of the work.

CONTROL OF STAFF LEVELS - The CONSTRUCTION MANAGER is required at all times to review the staffing level as it relates to the Contractor's activities and/or progress. If at any time during the execution of the work, the CONSTRUCTION MANAGER determines that a change in staff is required, a written request to modify his/her staff must immediately be submitted to the TOLLWAY's Project Manager. If the requested change in staffing levels would cause the total contract fee to be exceeded, he/she shall submit a written request for a change in the upper limit of compensation to the Chief Engineer.

This request shall include the following:

A. Total man hours expended and monies due to date.
B. Last approved Contractor's progress schedule.
C. A detailed comparison of items A and B above.
D. Documentation of facts leading to or requiring the change.
E. Construction fee impact including:

1. Labor
2. Direct Cost
3. Other

The CONSTRUCTION MANAGER shall not proceed with any change until he receives written authorization from the Chief Engineer or his designee.

The CONSTRUCTION MANAGER shall be compensated based on the information provided in this proposal recognizing the fact that actual construction may extend beyond the schedule provided in Exhibit *A*.

In any event, including but not limited to strikes or Acts of God, whereby construction is curtailed or halted, the CONSTRUCTION MANAGER shall reduce the number of his employees assigned to the project to minimize construction engineering expenses to the TOLLWAY.

It is understood that the number of persons assigned to the Project by the CONSTRUCTION MANAGER may be reviewed by the TOLLWAY throughout the duration of the Project and that adjustments will be made if deemed necessary by the TOLLWAY.

KEY PERSONNEL - Exhibit E is a list of the Key Personnel who will be assigned to this project, should this proposal be accepted, together with a brief resume for each. It is understood that the TOLLWAY reserves the right to review the performance of assigned personnel at any time and the CONSTRUCTION MANAGER agrees to replace or re-assign personnel who are deemed by the TOLLWAY to not be suited to the task to which they are assigned. The CONSTRUCTION MANAGER further agrees to assign employees to this project in a manner which will minimize engineering construction expenses to the TOLLWAY.

TERMS AND CONDITIONS - This document hereby incorporates by reference the "Contract" attached hereto and made a part hereof. The CONSTRUCTION MANAGER understands and agrees that it shall be bound by the terms and conditions contained in the attached Contract including but not limited to those items contained in the Article titled "Insurance". The CONSTRUCTION MANAGER shall provide a copy of Certificate of Insurance as Exhibit I. In the event there is a conflict between the terms of this proposal and the terms of the attached Contract the terms contained in the Contract shall control.

The CONSTRUCTION MANAGER also agrees that it shall be required to procure and maintain additional insurance, if any is listed below, under the same terms and conditions specified in the Contract. Specialized project specific insurance, namely Railroad Protective Liability insurance, may be considered for reimbursement as a direct cost.

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

INVOICES - INVOICES will be submitted monthly on forms provided to the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER expressly acknowledges that the TOLLWAY, at its discretion, reserves the right not to honor any delinquent INVOICE if the CONSTRUCTION MANAGER fails to obtain prior written approval from the Chief Engineer for an alternative INVOICE submission date. CONSTRUCTION MANAGER will request such approval or an INVOICE submittal extension no later than February 15th.

RECORD RETENTION AND AUDIT - The CONSTRUCTION MANAGER shall maintain for a minimum of five years after the completion of the CONTRACT, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the CONTRACT. All such records shall be maintained in accordance with generally accepted accounting principles. The CONSTRUCTION MANAGER shall, at its own expense, make such records available for inspection and audit (including copies and extracts or records) as required by the Auditor General and other State Auditors, the Illinois Department of Transportation, the Illinois State Toll Highway Authority's Inspector General or its agents at all reasonable times and without prior notice. The CONSTRUCTION MANAGER agrees to cooperate fully with any audit conducted by the Auditor General and other State Auditors, the Illinois Department of Transportation and the Illinois State Toll Highway Authority's Inspector General or its agents, and to provide full access to all relevant materials.

Any adjustment shall be submitted on a final invoice for any underpayment or overpayment to the CONSTRUCTION MANAGER or its sub-contractors. The CONSTRUCTION MANAGER shall promptly reimburse the TOLLWAY for any overpayment, or the TOLLWAY may deduct any overpayment from any funds due the CONSTRUCTION MANAGER whether those funds are due under this contract or other contracts to which the CONSTRUCTION MANAGER is a party either directly or as a subcontractor. In the event the CONSTRUCTION MANAGER fails or refuses to reimburse the TOLLWAY for an overpayment, the CONSTRUCTION MANAGER shall be responsible for all costs, including attorney fees, incurred by the ILLINOIS TOLLWAY to collect such overpayment. Failure to maintain 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.

THIS PROPOSAL FOR CONSTRUCTION MANAGER SERVICES FOR

CONTRACT NUMBER I - 11 - 4026

SUBMITTED BY:

Knight E/A, Inc.
(FIRM NAME)

221 N. LaSalle Street, Suite 300
(ADDRESS)

Chicago, IL 60601
(CITY, STATE)

(312) 577-3300
(TELEPHONE)

(312) 577-3526
(FACSIMILE)

Kevin E. Lentz [redacted]
(SIGNED BY)

President
(TITLE)

CERTIFICATION/DISCLOSURE FORMS

Vendor acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section and each subsection apples to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
   - the contract may be void by operation of law,
   - the State may void the contract, and
   - the Vendor and it subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

3. Vendor certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.

4. Vendor (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received an (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133, (30 ILCS 105/15a).

5. Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

6. To the extent there was a incumbent Vendor providing the services covered by this contract and the employees of that Vendor that provide those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.

7. Vendor certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

9. If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).

10. Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5e).

11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).

12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the contract being declared void.

13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).

14. Vendor certifies it has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).

15. Vendor certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).

16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).

17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).

18. In accordance with the Steel Products Procurement Act, Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).

19. a) If Vendor employs 25 or more employees and this contract is worth more than $5000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.

b) If Vendor is an individual and this contract is worth more than $5000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).

20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed $10,000 (30 ILCS 582).

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

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

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

24. Vendor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).

26. Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".

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

28. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa. (30 ILCS 587)

29. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). Vendor will not make a political contribution that will violate these requirements. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

☐ Vendor is not required to register as a business entity with the State Board of Elections.
or
☒ Vendor has registered **and has attached a copy** of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

VENDOR (show Company name and DBA)

Knight E.A, Inc.

Signature [redacted]

Printed Name Kevin E. Lentz, PE

Title President Date 3/6/2012

Address 221 North LaSalle Street

Suite 300

Chicago, IL 60601

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 11477

Knight E/A, Inc.
221 N. LaSalle Street
Suite 300
Chicago IL 60601-1211

Information for this business last updated on:

Wednesday, August 05, 2009

Certificate produced on Wednesday, August 05, 2009 at 10:40 AM

Registered Business Seal of the State Board of Elections Illinois

EXHIBIT "1"
PAGE 11 OF 524

DEPARTMENT OF HUMAN RIGHTS (DHR) PUBLIC CONTRACT NUMBER

(775 ILCS 5/2-105) If you employed fifteen or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), you must have a current Public Contract Number or have proof of having submitted a completed application for one prior to the offer opening date. If we cannot confirm compliance, we will not be able to consider your bid or offer. Please complete the appropriate sections below.

Name of Company (and DBA) Knight E/A, Inc.

_____ (check if applicable) The number is not required as the company has employed 14 or less full-time employees during the 365 day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published).

DHR Public Contracts Number 110884-00
Or, if number has not yet been issued,
Date completed application for the number was submitted to DHR _____.

NOTICE:
Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998, are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 90000-00-0. If your organization holds an expired number, you must re-register with DHR by completing the required form.

You can obtain an application form by:

1. **Telephone:** Call the DHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. [TDD (312) 263-1579].
2. **Internet:** Download the form from the Internet at "www.state.il.us/cms ". In the Purchasing area of the CMS home page, click the "DOWNLOAD VENDOR FORMS" line.
3. **Mail:** Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, and Chicago, IL 60601.

DISCLOSURES AND CONFLICTS OF INTEREST

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are five sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they must still must complete Sections 2, 3, 4 and 5 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: Knight E/A, Inc.

D/B/A (if used): Knight Engineers and Architects

Name of any Parent Organization: Knight Partners, LLC

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. *(All Vendors must complete this section)*

Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

a. If Vendor is a Publicly traded corporation subject to SEC reporting requirements

i. Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 (a) and (b) of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k☐, 20f☐, or 40f☐.

OR

b. If Vendor is a privately held corporation with more than 200 shareholders

i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.

i. For **each individual** having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
☒ Yes ☐ No
2. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
☐ Yes ☒ No

3. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
☐ Yes ☒ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 100%. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
0.5% or less_____>0.5 to 1.0% _____>1.0 to 2.0%_____ >2.0 to 3.0 %_____> 3.0 to 4.0%_____%
>4.0 to 5.0%_____and in additional 1% increments as appropriate _____%

6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☒ Partnership ☐ Other (explain)_____

Name: Knight Partners, LLC
Address:221 North LaSalle Street, Suite 300, Chicago, IL 60601

ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here n/a.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☐

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☐

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☐

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☐

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☐

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☐

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☐

DISCLOSURES AND CONFLICTS OF INTEREST

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are five sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they must still must complete Sections 2, 3, 4 and 5 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: Knight E/A, Inc.

D/B/A (if used): Knight Engineers and Architects

Name of any Parent Organization: Knight Partners, LLC

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. *(All Vendors must complete this section)*

Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

d. If Vendor is a Publicly traded corporation subject to SEC reporting requirements

ii. Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 (a) and (b) of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k☐, 20f☐, or 40f☐.

OR

e. If Vendor is a privately held corporation with more than 200 shareholders

ii. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

f. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.

iii. For **each individual** having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

5. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
☒ Yes ☐ No
6. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
☐ Yes ☒ No

7. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
☐ Yes ☒ No

8. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 35.03%. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
0.5% or less_____>0.5 to 1.0% _____>1.0 to 2.0%_____ >2.0 to 3.0 %_____> 3.0 to 4.0%_____%
>4.0 to 5.0%_____and in additional 1% increments as appropriate _____%

6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☒ Partnership ☐ Other (explain)_____

Name: JWE Knight S-Corp (James E. Wolfe, Owner)
Address:221 North LaSalle Street, Suite 300, Chicago, IL 60601

iv. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here _____.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☒

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

DISCLOSURES AND CONFLICTS OF INTEREST

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are five sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they must still must complete Sections 2, 3, 4 and 5 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: Knight E/A, Inc.

D/B/A (if used): Knight Engineers and Architects

Name of any Parent Organization: Knight Partners, LLC

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. *(All Vendors must complete this section)*

Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

g. If Vendor is a Publicly traded corporation subject to SEC reporting requirements

iii. Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 (a) and (b) of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k☐, 20f☐, or 40f☐.

OR

h. If Vendor is a privately held corporation with more than 200 shareholders

iii. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

i. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.

v. For **each individual** having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

9. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
☒ Yes ☐ No
10. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
☐ Yes ☒ No

11. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
☐ Yes ☒ No

12. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 33.28%. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
0.5% or less_____ >0.5 to 1.0% _____ >1.0 to 2.0%_____ >2.0 to 3.0 %_____ > 3.0 to 4.0%_____%
>4.0 to 5.0%_____and in additional 1% increments as appropriate _____%

6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☒ Partnership ☐ Other (explain)_____

Name: KEL Knight S-Corp (Kevin E. Lentz, Owner)
Address:221 North LaSalle Street, Suite 300, Chicago, IL 60601

vi. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here _____.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☒

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

DISCLOSURES AND CONFLICTS OF INTEREST

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are five sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they must still must complete Sections 2, 3, 4 and 5 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: Knight E/A, Inc.

D/B/A (if used): Knight Engineers and Architects

Name of any Parent Organization: Knight Partners, LLC

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. *(All Vendors must complete this section)*

Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

j. If Vendor is a Publicly traded corporation subject to SEC reporting requirements

iv. Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 (a) and (b) of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k☐, 20f☐, or 40f☐.

OR

k. If Vendor is a privately held corporation with more than 200 shareholders

iv. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

l. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.

vii. For **each individual** having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

13. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
☒ Yes ☐ No
14. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
☐ Yes ☒ No

15. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
☐ Yes ☒ No

16. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 12.29%. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
0.5% or less_____>0.5 to 1.0% _____>1.0 to 2.0%_____ >2.0 to 3.0 %_____> 3.0 to 4.0%_____%
>4.0 to 5.0%_____and in additional 1% increments as appropriate _____%

6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☒ Partnership ☐ Other (explain)_____

Name: Thomas P. Murphy, PC, Defined Benefit Pension Plan and Trust
Address: 11 West Washington, Chicago, IL 60601

viii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here _____.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☒

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

DISCLOSURES AND CONFLICTS OF INTEREST

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are five sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they must still must complete Sections 2, 3, 4 and 5 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: Knight E/A, Inc.

D/B/A (if used): Knight Engineers and Architects

Name of any Parent Organization: Knight Partners, LLC

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. *(All Vendors must complete this section)*

Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

m. If Vendor is a Publicly traded corporation subject to SEC reporting requirements

v. Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 (a) and (b) of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k☐, 20f☐, or 40f☐.

OR

n. If Vendor is a privately held corporation with more than 200 shareholders

v. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

o. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.

ix. For **each individual** having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

17. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
☒ Yes ☐ No
18. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
☐ Yes ☒ No

19. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
☐ Yes ☒ No

20. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 6.04%. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
0.5% or less_____ >0.5 to 1.0% _____ >1.0 to 2.0%_____ >2.0 to 3.0 %_____ > 3.0 to 4.0%_____%
>4.0 to 5.0%_____and in additional 1% increments as appropriate _____%

6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☒ Partnership ☐ Other (explain)_____

Name: MMM Knight S-Corp (Melissa M. Mulhern, Owner)
Address: 221 North LaSalle Street, Suite 300, Chicago, IL 60601

x. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here _____.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☒

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

DISCLOSURES AND CONFLICTS OF INTEREST

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are five sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they must still must complete Sections 2, 3, 4 and 5 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: Knight E/A, Inc.

D/B/A (if used): Knight Engineers and Architects

Name of any Parent Organization: Knight Partners, LLC

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. *(All Vendors must complete this section)*

Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

p. If Vendor is a Publicly traded corporation subject to SEC reporting requirements

vi. Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 (a) and (b) of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k☐, 20f☐, or 40f☐.

OR

q. If Vendor is a privately held corporation with more than 200 shareholders

vi. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

r. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.

xi. For **each individual** having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

21. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
☒ Yes ☐ No
22. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
☐ Yes ☒ No

23. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
☐ Yes ☒ No

24. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 5.55%. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
0.5% or less_____ >0.5 to 1.0% _____ >1.0 to 2.0%_____ >2.0 to 3.0 %_____ > 3.0 to 4.0%_____%
>4.0 to 5.0%_____ and in additional 1% increments as appropriate _____%

6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☒ Partnership ☐ Other (explain)_____

Name: Joseph Lamb
Address: 1414 W Anthony Drive, PO Box 1730, Champaign IL 61824

xii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here _____.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☒

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

Section 2: Section 50-13 Conflicts of Interest *(All Vendors must complete this section)*

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor ($177,412.00], to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One: ☒ No Conflicts Of Interest
☐ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Section 3: Debarment/Legal Proceeding Disclosure *(All Vendors must complete this section).*

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity	Yes ☐	No ☒
Professional licensure discipline	Yes ☐	No ☒
Bankruptcies	Yes ☐	No ☒
Adverse civil judgments and administrative findings	Yes ☐	No ☒
Criminal felony convictions	Yes ☐	No ☒

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

Section 4: Disclosure of Business Operations with Iran *(All Vendors must complete this section).*

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 [of the Illinois Procurement Code], shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

(1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;

or

(2) the company has, on or after August 5, 1996, made an investment of $20 million or more, or any combination of investments of at least $10 million each that in the aggregate equals or exceeds $20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

☒ There are no business operations that must be disclosed to comply with the above cited law.

☐ The following business operations are disclosed to comply with the above cited law:

Section 5: Current and Pending Contracts (*All Vendors must complete this section).*

Does the Vendor have any contracts, pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes ☒ No ☐

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

Illinois Tollway PSB 11-3, Item 2 - Sub to CH2M
Capital Development Board, Project ID 546-108-003
NIU Project # P1781
IDOT PTB 163, Items 2, 6 and 14

Section 6: Representative Lobbyist/Other Agent (*All Vendors must complete this section).*

Is the Vendor represented by or employ a lobbyist or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract? Yes ☐ No ☒

If yes, please identify each agent / lobbyist, including name and address.

Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

This Disclosure is signed and made under penalty of perjury.

This Disclosure information is submitted on behalf of: Knight E/A, Inc.
(Vendor/Subcontractor Name)

Name of Authorized Representative: Kevin E, Lentz, PE
Title of Authorized Representative: President
Signature of Authorized Representative: [redacted]
Date: 3/6/2012

Subscribed and sworn before me this 6 day of March, 2012

[redacted]
Notary Public

(seal) NOTARY PUBLIC * OFFICIAL SEAL * STATE OF ILLINOIS — MELISSA M MULHERN MY COMMISSION EXPIRES MARCH 31, 2015

My Commission Expires: 03/31/15

TAXPAYER IDENTIFICATION NUMBER

I certify that:

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

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

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

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

Name: **Kevin E. Lentz, PE**

Business Name: Knight E/A, Inc.

Taxpayer Identification Number:

Social Security Number _____

or

Employer Identification Number [redacted]

Legal Status (*check one*):

☐ Individual

☐ Sole Proprietor

☐ Partnership

☐ Legal Services Corporation

☐ Tax-exempt

☐ Corporation providing or billing medical and/or health care services

☒ Corporation NOT providing or billing medical and/or health care services

☐ Governmental

☐ Nonresident alien

☐ Estate or trust

☐ Pharmacy (Non-Corp.)

☐ Pharmacy/Funeral Home/Cemetery (Corp.)

☐ Limited Liability Company (select applicable tax classification)
- ☐ D = disregarded entity
- ☐ C = corporation
- ☐ P = partnership

Signature: [redacted] **Date:** 3/6/2012

Illinois Tollway
Open Roads for a Faster Future

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

Date: 3/6/2012 **Project Number:** I-11-4026

Project Name: I-294/I-57 Tri-State Tollway M.P. 7.6 (I-57)

DELINQUENT DEBT REVIEW

Sub-Consultant/Contractor Disclosure.
Will you be using any sub-consultants/contractors? X Yes ___ No

If yes, you must identify below, to the extent the information is known, the names and addresses of all Sub-Consultants/Contractors you will be using in the performance of this Contract, together with the anticipated amount of money that each Sub-Consultant/Contractor is expected to receive pursuant to this Contract. The State may request updated information at any time. For purposes of this section, Sub-Consultants/Contractors are those specifically hired to perform all, or part, of the work of this contract or to provide the supplies requested by the State.

Our firm agrees to provide the Chief of Procurement, also known as the State Procurement Officer (SPO), a copy of any subcontract as identified within twenty (20) days after execution of the contract if selected, or after execution of the subcontract, whichever is later.

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

PRIME CONTRACTOR

Prime Consultant/Contractor: Knight E/A, Inc.

Federal Employment Identification Number (FEIN): [redacted]

E-Mail: Klentz@knightea.com

SUB-CONTRACTOR(s)

Sub-Consultant(s)/Contractor(s)	Sub-Consultant(s)/ Contractor(s) FEIN	Address	Amount to be Paid (to extent known)
American Surveying & Engineering, P.C.	[redacted]	105 West Madison, Suite 1700 Chicago, IL 60602	TBD
Ciorba Group		5507 N. Cumberland Ave. Suite 402 Chicago, Illinois 60656	TBD

SUB-CONTRACTOR(s)

Sub-Consultant(s)/Contractor(s)	Sub-Consultant(s)/ Contractor(s) FEIN	Address	Amount to be Paid (to extent known)
Dynasty Group, Inc.	[redacted]	205 W. Wacker Dr., Suite 1450 Chicago, IL 60606	TBD
GSG Material Testing, Inc.		855 W. Adams,Suite 200 Chicago, IL 60607	TBD
R & G Engineering LLC		8770 W. Bryn Mawr Ave. Suite 1300 Chicago, IL 60631	TBD
The Roderick Group, Inc.		921 W. Van Buren, Suite 115 Chicago, IL 60607	TBD
Wight and Company		2500 North Frontage Road Darien, IL 60561	TBD
T.Y. Lin International Great Lakes, Inc.		200 S. Wacker Dr., Suite 1400 Chicago, IL 60606	TBD

Sign [redacted] Print Kevin E. Lentz, PE Date 3/6/2012

Prime Consultant/Contractor

Insurance Certificate

Client#: 70156 KNIGPAR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/15/2012

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

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

PRODUCER Mackey Team Mesirow Insurance Services, Inc. 353 N. Clark Street Chicago, IL 60654	CONTACT NAME: PHONE (A/C, No, Ext): 312 595-6200 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Knight Partners, LLC Knight E/A, Inc. 221 N. LaSalle Street, Suite 300 Chicago, IL 60601-1211	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Indemnity Company — 25658 INSURER B : Travelers Property Casualty Co. — 25674 INSURER C : Travelers Casualty Ins. Co. of — 19046 INSURER D : Beazley Insurance Company, Inc. — 37540 INSURER E : Phoenix Insurance Company — 25623 INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			Y6605466P855IND12	02/05/2012	02/05/2013	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
E	AUTOMOBILE LIABILITY			Y8105466P855PHX12	02/05/2012	02/05/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [ ] OCCUR			PSMCUP5466P855TIL1	02/05/2012	02/05/2013	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$5,000,000
	[ ] DED [X] RETENTION $0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			PSUB5466P85512	02/05/2012	02/05/2013	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liab			V124A5120101	02/05/2012	02/05/2013	$5,000,000/$100,000 Ded	
A	Valuable Papers			Y6605466P855IND12	02/05/2012	02/05/2013	$50,000 Limit	

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

Knight Project #7034. Professional Construction Engineering Services in connection to Contract #I-11-4026, Corridor Construction Management and Construction Management I-294/IL 57 Tri-State Tollway M.P. 7.6(I-57)

The Illinois State Toll Highway Authority is hereby named as additional Insured for General Liability and Auto Liability as required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE [redacted]

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Project Number: I-11-4026 **Consultant:** Knight E/A, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2012												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Manager					10	10	10	10	10	10	10	10	80
DM													
Design Manager					160	200	160	200	160	160	80	80	1200
Project Engineer					80	100	80	100	80	80	80	80	680
Documentation					160	200	160	200	160	160	80	80	1200
CCM													
Corridor Manager					160	200	160	200	160	160	160	160	1360
Asst. Corridor Manager					160	200	160	200	160	160	160	160	1360
Construction Engineer					160	200	160	200	160	160	160	160	1360
CM													
Resident Engineer										80	160	160	400
Asst. Resident Engineer										80	160	160	400
Office Engineer										80	160	160	400
Office Assistant													
Materials Engineers										80	160	160	400
Bridge Engineers										80	160	160	400
Roadway Engineers PM/QA										16	32	32	80
TOTALS					890	1110	890	1110	890	1306	1562	1562	9320

Notes:

1.) **Use as many pages as required to show the entire schedule for this project.**
2.) **The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3**

Date Revised 04/01/12

PAGE 34 OF 52 EXHIBIT 1

Project Number: I-11-4026 **Consultant:** Knight E/A, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2013												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Manager	10	10	10	10	10	10	10	10	10	10	10	10	120
DM													
Design Manager	40	80	80	80	100	80	80	100	80	80	100		900
Project Engineer	40	80	80	80	100	80							460
Documentation	40	80	80	80	100	80	80	100	80	80	100		900
CCM													
Corridor Manager	160	200	160	160	200	160	160	200	160	160	200	120	2040
Asst. Corridor Manager	160	200	160	160	200	160	160	200	160	160	200	120	2040
Construction Engineer	160	200	160	160	200	160	160	200	160	160	200	120	2040
CM													
Resident Engineer	160	200	190	200	250	200	200	250	200	200	200	120	2370
Asst. Resident Engineer	160	204	200	220	300	240	240	300	220	200	220	120	2624
Office Engineer	160	200	180	180	225	180	180	225	180	160	200	120	2190
Office Assistant	160	200	160	160	200	160	160	200	160	160	200	120	2040
Materials Engineers	160	200	200	240	300	240	240	300	240	200	220	120	2660
Bridge Engineers	160	200	160	200	250	200	200	250	200	160	200	120	2300
Roadway Engineers	120	200	200	200	410	360	360	410	200	200	210		2870
PM/QA	32	40	32	32	40	32	32	40	32	32	40	24	408
TOTALS	1722	2294	2052	2162	2885	2342	2262	2785	2082	1962	2300	1114	25962

Notes:

1.) **Use as many pages as required to show the entire schedule for this project.**

2.) **The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3**

Date Revised 04/01/12

EXHIBIT "1"
PAGE 32 OF 52

Project Number: I-11-4026 **Consultant:** Knight E/A, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2014												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Manager	10	10	10	10	10	10	10	10	10	10	10	10	120
DM													
Design Manager			160										160
Project Engineer													
Documentation			160										160
CCM													
Corridor Manager	160	160	160	160	200	160	160	200	160	160	200	120	2000
Asst. Corridor Manager	160	160	160	160	200	160	160	200	160	160	200	120	2000
Construction Engineer	160	160	160	160	200	160	160	200	160	160	200	120	2000
CM													
Resident Engineer	160	200	190	200	250	200	200	250	200	200	200	120	2370
Asst. Resident Engineer	160	200	200	220	300	240	240	300	220	200	220	120	2620
Office Engineer	160	200	180	180	225	180	180	225	180	160	200	120	2190
Office Assistant	160	200	160	160	200	160	160	200	160	160	200	120	2040
Materials Engineers	160	200	200	240	300	240	240	300	240	200	220	120	2660
Bridge Engineers	160	200	160	200	250	200	200	250	200	160	200	120	2300
Roadway Engineers	120	200	200	200	410	360	360	410	200	200	210		2870
PM/QA	32	40	32	32	40	32	32	40	32	32	40	24	408
TOTALS	1602	1930	2132	1922	2585	2102	2102	2585	1922	1802	2100	1114	23898

Notes:

1.) **Use as many pages as required to show the entire schedule for this project.**

2.) **The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3**

Date Revised 04/01/12

EXHIBIT "1" PAGE 36 OF 63

Project Number: I-11-4026 **Consultant:** Knight E/A, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Manager	10	10	10	10	10	10							60
DM													
Design Manager													
Project Engineer													
Documentation													
CCM													
Corridor Manager	160	160	160	200	160	160							1000
Asst. Corridor Manager													
Construction Engineer	80	80	80	100									340
CM													
Resident Engineer	160	160	160	200	160	160							1000
Asst. Resident Engineer	160	160	160	200									680
Office Engineer	160	160	160	200	160	160							1000
Office Assistant													
Materials Engineers	160	160	160	200									680
Bridge Engineers													
Roadway Engineers													
PM/QA	32	32	32	40	32	32							200
TOTALS	922	922	922	1150	522	522							4960

Notes:

1.) **Use as many pages as required to show the entire schedule for this project.**
2.) **The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3**

Date Revised 04/01/12

EXHIBIT "A" PAGE 37 OF 37

Project No. I-11-4026 **Consultant:** Knight E/A, Inc.

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: (From Exhibit C-3)	64,140.00	**Total Dollars:** (From Exhibit C-3)	$ 3,262,540.00
Multiplier to be used on this project: Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)			2.80
DIRECT REGULAR SALARY TIMES MULTIPLIER			$ 9,135,112.00

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

TOTAL DIRECT COSTS	$ 448,986.30

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) (Do not including estimated additional services)	$ 3,709,865.71
Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) (Do not including estimated additional services)	$ 3,554,367.20
TOTAL SERVICES BY OTHERS	$ 7,264,232.91

D. ADDITIONAL SERVICES (prime and subconsultants) (Requires prior authorization before use)	$ -
E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)	**$ 16,848,331.21**

Project No.: I-11-4026 **Consultant:** Knight E/A, Inc.

Date: 4/1/2012

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible For Prem. O/T?
CEO	Wolfe, James	70.00	70.00	
President	Lentz, Kevin	70.00	70.00	
Sr. Vice President	Kavanaugh, Dan	70.00	70.00	
	Reed, Christine	70.00		
Vice President	Smith, Jr., Charles	96.15	76.92	
	Sommer, Chuck	74.52		
	Mulhern, Melissa	60.10		
Principal Engineer	Nastal, Robert	72.12	62.26	
	Murphy, William	62.50		
	Schrock, Dennis	62.50		
	Byorn, Randy	60.10		
	Popovic, Marko	54.09		
Senior Engineer	Mueller, Martin	59.86	55.38	
	Brejcha, Scott	58.17		
	Fredericksen, Kurt	59.13		
	Hildebranski, Bob	59.13		
	Jednoroz, Jaroslaw (Jerry)	57.45		
	Murillo, John	57.21		
	Popish, Dennis	52.88		
	O'Brien, Patrick	52.40		
	Spiekermann, Jeffrey	48.56		
	Paris, Linda	49.04		

* Exhibit C-1 is a comprehensive list of classifications of company employees.

(1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.

(2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.

(3) Use as many sheets as necessary to show classifications.

Date Revised 04/01/12

Project No.: I-11-4026 **Consultant:** Knight E/A, Inc.

Date: 4/1/2012

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible For Prem. O/T?
Senior Architect	Knapp, Roxanne	43.99	43.32	
	Ditter, Jon	42.64		
Project Engineer	Sayeeduddin, Mohammad	49.52	44.01	
	McGann, Christopher	49.04		
	Chesney, Ray	48.08		
	Hussey, Timothy	48.08		
	Ogren, Chad	44.62		
	Shortt, Terence	43.27		
	Dorsey, Glenn	43.03		
	Banks, David	42.16		
	Freeze, Mark	42.07		
	Reichel Jr., James	41.83		
	McKane, Ryan	41.83		
	Goodenough, Joei	40.87		
	Tilson, Alisa	37.74		
Project Architect	Gregory, Steve	35.00	31.83	
	Mascote, Hugo	31.88		
	Earlsey, Brian	30.40		
	Puschak, Christopher	30.05		

* Exhibit C-1 is a comprehensive list of classifications of company employees.

(1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.

(2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.

(3) Use as many sheets as necessary to show classifications.

Date Revised 04/01/12

Project No.: I-11-4026 **Consultant:** Knight E/A, Inc.

Date: 4/1/2012

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible For Prem. O/T?
Engineer III	Vondra, David	44.95	40.84	
	Andre, Brian	44.62		
	Meilen, Bruce	43.99		
	Sturm, Robert	42.55		
	Glynn, James	40.46		
	Erickson, Marsha	40.00		
	Schiller, Patricia	39.23		
	Butcher, Trisha	39.22		
	Koons, Ron	39.18		
	McNulty, Dennis	38.22		
	Ellis, Noreen	36.78		
Architect III	Patton, Jennifer	27.88	27.50	
	Paradiso, Ninette	27.64		
	Peters, Kathleen	26.97		
Engineer II	Wojtasik, Ron	41.43	33.80	
	Scheffler, Matthew	37.50		
	Lugo, Lionel	36.06		
	Mitchell, James	36.06		
	Leopold, David	35.58		
	Maestranzi, Matthew	33.89		
	Eannace, Martha	34.38		
	Cerniglia, Ryan	31.87		
	Blakesley, Jaime	31.25		
	Balog, Marius	29.91		
	Poulos, Michael	28.85		
	Schwarz, Heidi	28.85		

* Exhibit C-1 is a comprehensive list of classifications of company employees.

(1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.

(2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.

(3) Use as many sheets as necessary to show classifications.

Date Revised 04/01/12

Project No.: I-11-4026 **Consultant:** Knight E/A, Inc.

Date: 4/1/2012

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible For Prem. O/T?
Engineer I	Kwasneski, Adam	32.69	25.56	
	Aspacio, Roque	29.91		
	Sliwa, Dustin	29.33		
	Paoletti, Corey	28.68		
	Bachtell, Craig	27.46		
	Barnes, Donald	26.44		
	Thornsen, Matthew	22.60		
	Maroszek, Kyle	22.12		Yes
	Wurl, Charles	22.12		Yes
	Mitchell, Robert	22.12		Yes
	Varchetto, Nicholas	22.12		Yes
	Jednoroz, Matthew	21.15		Yes
Architect I	Mikoz, Natalie	20.67	20.67	
Graphic Designer	Bergholm, Brian	22.36	20.32	
	Medema, Matthew	18.27		
Admin Assistant	Cheeseman, Kelly	24.04	22.67	
	Murillo, Ronald	30.00		
	Luna, Emma	24.04		Yes
	Weber, Lori	21.88		
	Alsbury, Samantha	18.27		
	Blauw, Arlene	17.79		Yes
Engineer/Planner/Architect Intern	tbd		10.50	Yes

* Exhibit C-1 is a comprehensive list of classifications of company employees.

(1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.

(2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.

(3) Use as many sheets as necessary to show classifications.

Date Revised 04/01/12

Project No.: I-11-4026 **Consultant:** Knight E/A, Inc.

Date: 4/1/2012

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 38 NO. OF MONTHS

SCHEDULED START DATE: 5/1/2012

RAISE DATE: 7/1/2012

PERCENT OF RAISE: 3%

ESCALATION PER YEAR

5/1/2012 - 6/30/2012	7/1/2012 - 6/30/2013	7/1/2013 - 6/30/2014	7/1/2014 - 6/30/2015	-
Date Date	Date Date	Date Date	Date Date	Date Date
2.0	12.0	12.0	12.0	
38.0	38.0	38.0	38.0	38.0
5.26%	32.53%	33.50%	34.51%	
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

The escalation factor for this project is: 105.80%

EXHIBIT "1"
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Date Revised 04/01/12

Project No.: I-11-4026 **Consultant:** Knight E/A, Inc.

Date: 4/1/2012 **Total Escalation Factor from C-2:** 105.80%

EXHIBIT C-3: DIRECT LABOR CALCULATION

Classification (From Exhibit C-1)	(1) Current Average Hourly Rate (From Exhibit C-1) (SEE NOTE 1 BELOW)	(2) Escalated Average Hourly Rate (SEE NOTE 2 BELOW)	(3) Estimated Work Hours (Including Overtime)	Direct Labor Extension (Col. 2 x Col. 3)
CEO	$70.00	$70.00		
President	$70.00	$70.00		
Sr. Vice President	$70.00	$70.00		
Vice President	$76.92	$70.00	1,476.00	$ 103,320.00
Principal Engineer	$62.26	$65.87	14,800.00	$ 974,876.00
Senior Engineer	$55.38	$58.59	12,864.00	$ 753,702.00
Senior Architect	$43.32	$45.83		
Project Engineer	$44.01	$46.56	11,400.00	$ 530,784.00
Project Architect	$31.83	$33.68		
Engineer III	$40.84	$43.21	13,780.00	$ 595,434.00
Architect III	$27.50	$29.09		
Engineer II	$33.80	$35.76	4,460.00	$ 159,490.00
Engineer I	$25.56	$27.04	5,360.00	$ 144,934.00
Architect I	$20.67	$21.87		
Graphic Designer	$20.32	$21.49		
Admin Assistant	$22.67	$23.98		
Engineer/Planner/Architect Intern	$10.50	$11.11		

Total Estimated Work Hours: 64,140.00
Must Match Exhibit A

Total Direct Labor: $ 3,262,540.00

Average Hourly Rate: $ 50.87

(1) Average Hourly Rate per classification from C1. Hard enter this number. DO NOT insert a formula.
* **Average Hourly Rates cannot exceed applicable salary caps.**

(2) Current Average Hourly Rate x Escalation Factor. No escalation factor is allowed for employees above the salary cap rate

Date Revised 04/01/12

Project No. I-11-4026 Consultant: Knight E/A, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate	$ 45.00 (Includes Tolls)	X	5,430 (No. of Days)	$ 244,350.00
Mileage	$ 0.510 (Mileage Rate)	X	2,300 (No. of Miles)	$ 1,173.00

(Use mileage rate found at:
http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx)

TOTAL VEHICLE REIMBURSEMENT $ 245,523.00

B. ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here: $ 25,350.00
http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

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

DIRECT COST CATEGORY	
Parking	
Printing	
Engineer's Field Office	

TOTAL ITEMIZED DIRECT COSTS $ [illegible]

Project No. I-11-4026 Consultant: Knight E/A, Inc.

EXHIBIT D (Continued)

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

D. PREMIUM OVERTIME

Classification	Estimate of Overtime Hours	Escalated Hourly Rate (Premium Portion Only) (SEE NOTE 1 BELOW)	Premium Overtime Dollars (Hours x Rate)
Engineer I	100.00	$13.52	$ 1,352.00

TOTAL PREMIUM OVERTIME $ 1,352.00

(1) Premium portion is equal to 1/2 of the escalated average hourly rate for the classification. This number is to be hard entered. DO NOT enter a formula

ALLOWABLE DIRECT COSTS

08.01.2008

The following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Daily Rate (owned or leased the same)	$45/day (Maximum) Including Tolls
Overtime	Premium portion
Tolls	Actual Cost
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of $15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Mobile Phone (for traffic system implementation)	
Telephone Usage (for traffic system monitoring)	
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

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ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
  http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.

- On all agreements authorization after January 1, 2005, GPS Equipment is considered tools of the trade.

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones (maximum of 3 without additional approval. Personal phones that do not remain on the job site are not allowable)	$70/month/phone (Maximum)
Radio Communication	Actual Cost
2-way Radio	Actual Cost
Vehicles (Only for Vehicles assigned to project) **DAILY RATE ONLY**	$45/day (Maximum) Including Tolls
The number of days will be calculated as follows: For extended stay**- Number of days on job site plus one Day to travel to and from job site Weekly (hotel) – Number of days on job site plus one day to Travel to and from job site per week. Shift Differential	Actual Cost based on firm policy

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

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

Project No. I-11-4026 **Consultant:** Knight E/A, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Dennis Schrock

Classification: Vice President

Project Manager: Charles Sommer

Classification: Vice President

Design Manager Scott Brejcha

Classification: Senior Engineer

Corridor Manager: Jaroslaw (Jerry) Jednoroz

Classification: Senior Engineer

Resident Engineer: Kurt Fredericksen

Classification: Senior Engineer

Documentation Engineer: David Vondra

Classification: Engineer III

Project Structural Engineer:

Classification:

Project Drainage Engineer:

Classification:

Senior Engineer:

Classification:

Others:

List all key personnel titles that are applicable to this project.

Attach resumes of all key personnel

DENNIS E. SCHROCK
Vice President

[redacted]

[redacted]

CHARLES E. SOMMER, PE
Vice President

[redacted]

[redacted]

SCOTT BREJCHA, PE
Senior Engineer

[redacted]

[redacted]

JAROSLAW JEDNOROZ, PE
Senior Engineer

[redacted]

[redacted]

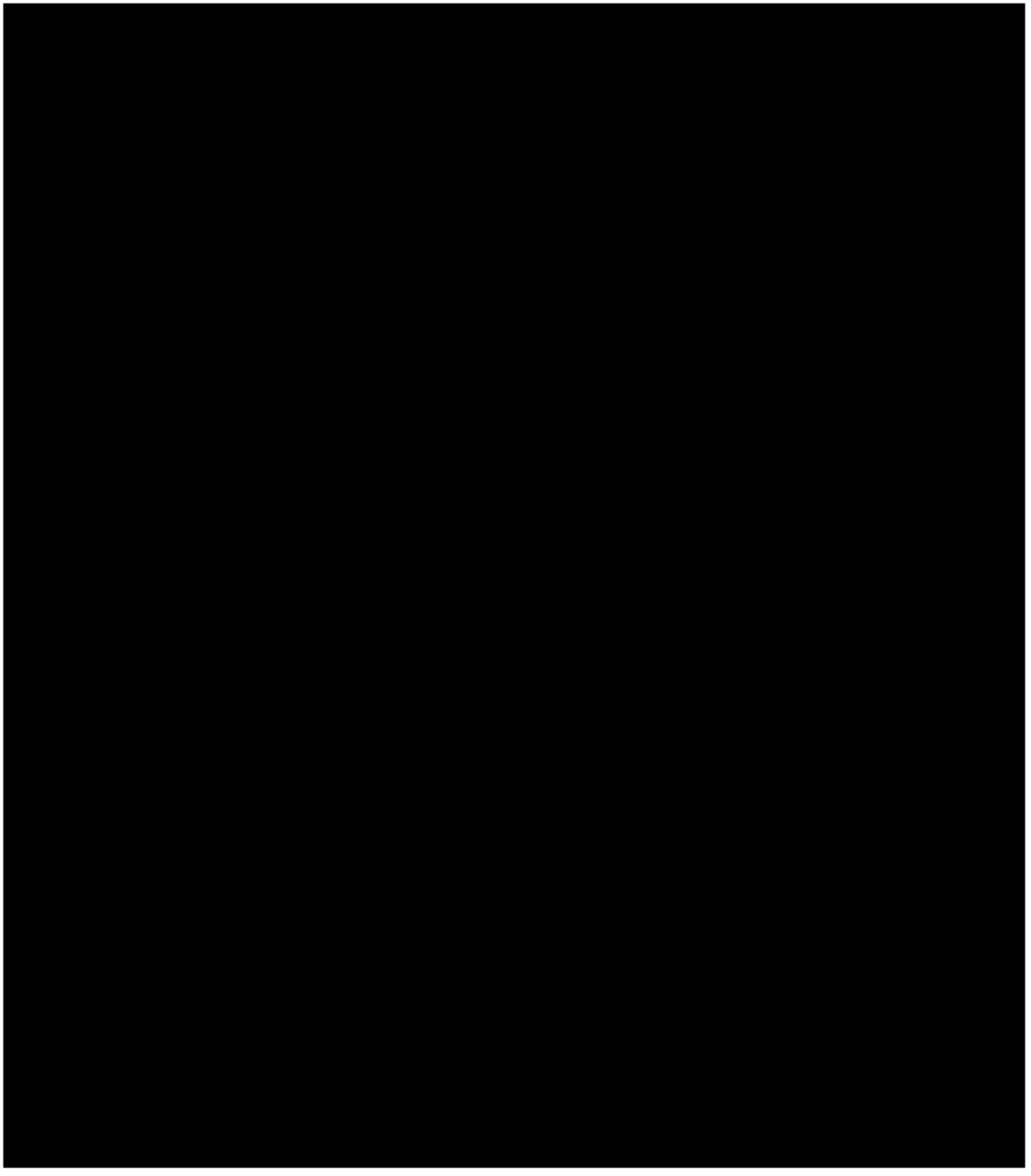
KURT E. FREDERICKSEN, PE
Senior Engineer

[redacted]

[redacted]

DAVID W. VONDRA
Documentation Engineer

[redacted]



Knight E/A, Inc.

Exhibit F

Scope of Work

Design and Construction Project Management
I-294 / I-57
Tri-State Tollway M.P. 7.6 (I-57)

Contract No. I-11-4026

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This contract is for Phase II Design and Phase III Construction Project Management Services on the Tri-State Tollway and I-57 interchange in Cook County, Illinois. The Consultant shall assist the Tollway in design management services for design contracts associated with the I-294 / I-57 interchange. The Consultant shall also provide corridor construction management services (CCM) for all construction contracts and construction management service (CM) on selected construction contracts within these limits. The Tollway will determine the number of construction management contracts for this project at a future date. This consultant should consider that they will perform CCM throughout the duration of the construction and they will perform CM services for construction contracts throughout the duration of construction.

The Consultant will perform on-site inspection, review layout of contract including design changes, provide geotechnical inspection and testing, prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway specifications. The Consultant must complete and submit final measurements, calculations and final contract documents to the Tollway no later than six (6) weeks after completion of Punch List for the project. The Consultant must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the ICAPP Manual. All CADD file documents shall be required to contain all record drawing modifications.

Construction Contracts

Work within the entire project corridor has been established as a series of construction contracts under two primary construction phases. Construction Phase I has been developed to primarily accommodate construction of northbound to northbound movements between I-294 and I-57. There are currently nine (9) individual construction contracts anticipated as part of Phase I of the interchange construction program. Three of the construction contracts have been let by IDOT and are currently underway. The final number of contracts needed for the program is to be determined as final design is developed. The work identified in Construction Phase I of the program is included under this original professional services agreement.

There are five (5) construction contracts currently anticipated for a deferred Construction Phase II of the program which have yet to be scheduled. Construction Phase II is intended to generally accommodate completion of interchange construction of southbound to southbound movements between I-294 and I-57, and additional improvements along I-57. Future accommodation for Design and Construction Project Management Services for Construction Phase II contracts will be at the option of the Tollway as a supplement to this agreement.

The anticipated contracts and schedules are as follows:

Contract Designation	Contract Description	Construction Schedule
IDOT		
1	I-57 Bridge over I-294, I-57 Median (S limit of I-57 to I-294)	03/11 – 11/12
2	Kedzie Avenue Bridge over I-57	04/12 – 11/12
10	147th Street from Kedzie Ave. to Dixie Hwy	08/12 – 11/13
PHASE I		
3A	Dixie Creek Realignment	04/12 – 04/13
3	NB I-57 (south limit of I-57 to I-294), Ramp B NB CD Road B (to North limit I-294)	11/12 – 10/14
4	SB I-57 (south limit of I-57 to I-294), Ramp M, SB CD Road M (to N limit of I-294)	11/12 – 10/14
4A	Toll Plazas (to NB I-294 on CD Road B) and (to SB I-57 on CD Road M)	08/13 – 10/14
11A	Tri-State Tollway (I-294) Bridges over 147th Street	06/12 – 11/13
11B	Ramp X and Ramp N	03/13 – 10/13
PHASE II		
5	Ramp C and Ramp F2	TBD
6	I-57 Median (I-294 to N limit of I-57)	TBD
7	I-57 SB (I-294 to N limit of I-57), includes CD Road C, Ramp F1, Partial Ramp E	TBD
8	I-57 NB (I-294 to N limit of I-57), includes CD Road A, Ramp H, Partial Ramps J and K	TBD
9	Ramp D and Ramp L	TBD

II. DESIGN PROJECT MANAGEMENT (DM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

The design for the projects identified under Construction Phase I are currently underway through a consultant contract being administered by IDOT. The Design Manager (DM) will be responsible for coordination of the design work for the Tollway. The design of projects identified under Construction Phase II contracts has not yet been started. It is anticipated that all future design contracts will be directed by the Tollway and may also be coordinated by the Design Manager (DM).

The DM is responsible for coordinating the efforts of the Design Support Staff and reports directly to the Tollway Project Manager. The tasks to be performed by the DM team shall include but not be limited to the following:

1. Identify internal and external stakeholders involved with projects and develop input, review and approval processes to manage involvement.
2. Establish communication protocols to prioritize and maximize stakeholder involvement in projects.
3. Develop and coordinate optimal contract delivery method.
4. Provide general coordination and oversight of the Design Support Staff.
5. Coordinate, review, revise and approve Staff Summary Sheets prior to submission to the Tollway DPM. (ISO P 1080)
6. Provide assistance as required for constructability reviews.
7. Establish design submittal milestones and provide updates to Tollway departments.
8. Coordinate design submittal review; compile organize and compare reviewers' comments of all documents to provide consistent levels of detail between design contracts.
9. Coordinate submittal of design engineer's estimates with Tollway Cost Estimating Group and Programs Control Group.
10. Coordinate preliminary and pre-final cost estimates with Tollway PMO.
11. Perform bid analysis in conjunction with the design engineer and provide recommendation of award to the Chief Engineer.
12. Develop project-wide design memoranda as necessary.
13. Coordinate resolution and approval of design issues with Tollway stakeholders.
14. Coordinate transmittal of Tollway design information to design engineer.
15. Coordinate design issue resolution with the Tollway, IDOT and the design engineer.
16. Provide plan submittal review as required develop consistency in details and completeness of plans.
17. Develop and review special provisions as required to provide consistent pay items and specifications between construction contracts.
18. Coordinate Maintenance of Traffic staging between construction contracts to determine consistency and confirm contract milestones for stage changes. Coordinate between construction contracts to provide consistent, constructible stage changes while maintaining "awareness" of the impacts of staging on Tollway users and surrounding communities.

19. Coordinate with design engineer to develop roadway and plaza construction staging plan as needed which balances constructability with impact on Tollway users.
20. Coordinate with Tollway Traffic Consultant (Wilbur Smith Associates) as required to estimate congestion lengths and duration for each stage of construction. Provide recommendations of staging revisions to the Tollway to minimize congestion in conjunction with relative impacts on construction schedules.
21. Monitor Tollway traffic and make recommendations with respect to MOT.
22. Develop exhibits for Tollway patrons and stakeholders regarding construction (Re. Maintenance of Traffic) sequencing.
23. Coordinate issue resolution, scheduling and facilitate construction coordination with CMs and Contractors.
24. Coordinate consistency between roadway design issues with respect to the following:
    a. Roadway geometrics (horizontal alignment, profile, superelevation, etc.)
    b. Roadway cross section including pavement type
    c. Maintenance of Traffic consistency between design sections.
25. Coordinate submittal review and approval of Barrier Warrant Analyses with Tollway's General Consultant (AECOM). Facilitate meetings as required to resolve issues.

The DM team is to provide assistance to the Tollway Project Manager with the following tasks:

2. Provide design phase and post design coordination and support.
3. Coordinate submittal review between all Tollway departments.
4. Resolve design reviewers comment issues.
5. Coordinate and chair design submittal review meetings.
6. Participate in Design Review Team's review of all work and coordinate necessary revisions with IDOT and the design engineer.
7. Address all design issues raised by the Tollway Departments.
8. Maintain and update the corridor decision log.
9. Provide general coordination and technical oversight for design aspects.
10. Project Administration - Perform necessary internal coordination to facilitate this project. Tasks include:
    a. Coordinate, attend and chair monthly design coordination meetings with design engineers. Document in accordance with Tollway procedures. Schedule and invite meeting attendees and Tollway stakeholders, as required.
    b. Provide clearinghouse for all questions raised by design engineer with coordinated response with Tollway Stakeholders, Project Manager and Design. Distribute response to IDOT and design engineer.
11. Calculates and submits estimate of liquidated damages to Tollway Program Controls Group for approval. (P1020)
12. Review C5 ATPs and Change Orders to identify corridor wide contract changes and convey information to the design engineer for incorporation into adjacent projects.

EXHIBIT "1"
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13. Define and determine incentive / disincentive requirements. Complete required calculation and submit to CDM/Tollway Program Controls Group for approval.
14. Coordinates the development of Staff Summary Sheets.
15. Facilitate review meeting, as required, with Tollway's General Consultant (AECOM) to resolve design issues.
16. Provide plan submittal review of respective roadway issues to develop consistency in plan preparation and completeness between design sections.
17. Return the design comments and responses to the Design Review Team to verify inclusion in the next submittal package.
18. Coordinate with the Tollway Specifications Group for specifications review, and distribute approved specifications and standards to all design engineers.
19. Coordinate consistency between design sections in relation to the use of pay items, specifications and special provisions.
20. Review and distribute special provisions form (F4000.01) completed by design engineer for any changes or additions to the Tollway Standard Specifications or Special Provisions.
21. Coordinate the development of a Corridor Master Pay Item List.
22. Coordinates with Tollway Specifications Group in the development of Specifications required for items on the Corridor Master Pay Item List.
23. Develop exhibits as required for presentation to internal Tollway departments, outside agencies or public meetings.

The DM team may be required to perform various design section engineering services at the direction of the Tollway Project Manager. These various engineering tasks may include but not be limited to the following:

1. Supplemental Survey as required for technical/design purposes
2. Supplemental Survey and documentation modification/preparation required for Land Acquisition purposes
3. Supplemental technical evaluation and design section engineering services as required.

The DM will provide individuals to be utilized on a part-time or as needed basis to complete specialized tasks within the corridor.

Reporting directly to the individual Design and Construction Corridor Managers, is the Utility and Right-Of-Way (ROW) Coordinator who is responsible for tracking the status of utility conflicts/relocations and obtaining right-of-way.

Position Responsibilities - Utility Coordination

- Compile database from design engineers of all utility conflicts.
- Coordinate potential utility conflicts with the Tollway Utility Engineer and assist in utility conflict resolution.
- Assist design engineer in informing the Tollway of potential conflicts that may impact the construction schedule.

- Coordinate and track the development of Utility Logs as well as submittal dates of Utility reviews.
- Ensure that appropriate DSE/CM prepares all required utility relocate documentation.
- Complete Tollway Permits and Approvals Checklist (P4010)

Position Responsibilities - Right-of-Way Coordination

- Compile database from design engineers of all required Right-of-Way (ROW) easement and parcels.
- Coordinate Land Acquisition requirements and submittals with Land Acquisition group.
- Be single point of contact to the Tollway Right-Of-Way department on all parcel issues on the program.
- Survey Plats checklist. (ISO P3110)
- Track status of ROW purchase and provides monthly updates to the DSEs/CMs.
- Inform the Tollway of ROW priorities to avoid delays to construction schedules

Reporting directly to the individual Design and Construction Corridor Managers, is the Environmental and Drainage Coordinator who is responsible for tracking the status of environmental and drainage requirements, permit status and field reviews of construction improvements to determine adequacy of work

Position Responsibilities - Environmental & Drainage Coordinator

- Compile database from design engineers of potential environmental and drainage conflicts.
- Work with internal Tollway staff to determine requirements and lead time requirements for obtaining construction permits.
- Maintain database of permits obtained, construction requirements and Tollway obligations to meet these requirements.
- Be single point of contact with internal Tollway staff of all issues related to any environmental and drainage.
- Perform periodic field reviews of construction sites to determine adequacy of work and recommend changes/improvements.
- Act as liaison between Tollway staff and CM/Contractor to correct environmental/drainage issues identified during construction.
- Complete Tollway Permits and Approvals Checklist (P4010)

III. CORRIDOR CONSTRUCTION MANAGEMENT (CCM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

The Corridor Construction Manager (CCM) is responsible for all aspects of the construction management, coordinating the efforts of the individual project Construction Managers (CM) and a construction support team. The CCM reports directly to the Tollway Project Manager. The CCM will be responsible for coordination of the Phase I construction work for the Tollway. The tasks to be performed by the CCM shall include but not be limited to the following:

1. Review overall corridor construction budget cost estimates.
2. Support Tollway's internal decision-making process for scope definition, budget change approval, schedule change approval and quality control.
3. Periodic observation of CM activities to verify their knowledge, skill and ability to achieve the desired results. Provide Tollway PM input after observations.
4. Schedule, organize and chair construction pre-bid meetings.
5. Provide input toward Contractors Quarterly Performance Evaluation and Final Performance Evaluation. (ISO P 3040), Submit to Tollway DPM od construction for review and consideration..
6. Review and approve Authorization to Proceed prior to submittal to C5 committee. Review and approve Change Orders and Extra Work Orders prior to submittal to the Tollway. (ISO P 3080)
7. Facilitate documentation, tracking and resolution of Contract Dispute Resolution procedure. (ISO P3120)
8. Address all construction issues raised by the Tollway Departments.
9. Assist the C5 committee in resolving any discrepancies between contractor's estimates and CM's independent cost estimate in order to reach an agreement.
10. Assist in the notification of local officials of major, disruptive construction work.
11. Assist Tollway departments in responding to inquiries from public officials and/or the press.
12. Promote informal partnering by establishing working relationships between the Contractor, CM, DSE, IDOT and the Tollway.
13. Review and make recommendations with respect to time extensions of project schedule related to change orders and extra work orders.
14. Review CM performance.
15. Track CM process for warranty and submittals

The corridor construction support team is comprised of construction and documentation engineers reporting directly to the CCM and are responsible for coordinating the efforts of the various CMs and ensuring that the day to day activities of the CMs and respective Contractors are in accordance with the Tollway Construction Manual and meet Tollway criteria. The tasks to be performed by the corridor construction support team shall include but not be limited to the following:

1. Provide bid phase and post design coordination and support.
2. Provide general coordination and oversight for the Construction Project Managers (CPM). Monitor CMs and assist in anticipated field problems.
3. Make recommendations to the Tollway with respect to field changes and other technical field problems.
4. Coordinate and monitor CPMs for consistency between construction sections.
5. Review contract documents and specifications with regard to constructability and consistency between design sections. Coordinate and confirm completion of constructability reviews by CMs.

6. Provide separate constructability review from the CM with the objective to ensure consistency between design sections, that the numbers of potential change orders are minimized and the probability of delays and disputes are reduced.
7. Coordinate required revisions identified within the constructability reviews with the Design Manager (DM).
8. Coordination with Tollway staff in the advertisement and award of the construction contracts.
9. Attend meetings with Tollway and outside agencies for issues with arise during construction.
10. Coordinate and monitor the CMs for consistency between sections by performing on-site internal QA audits of CM's documentation and material inspection for compliance with approved plans and procedures.
11. Coordinate overall construction issues, stages, etc. between adjacent projects.
12. Utilize the Tollway's web-base management software to inform Construction Management Team (CM, CPM & CCM) of resolution of corridor issues.
13. Coordinate, attend and chair monthly construction coordination meetings with project CMs. Document in accordance with Tollway procedures. Schedule and invite meeting attendees and Tollway stakeholders, as required.
14. Quarterly review (minimum) of implementation and construction activities for compliance with approved QNQC plan.
15. Issues NCR's when applicable and monitors the NCR process as it relates to their project. Reports investigation and action to prevent reoccurrence to CCM. (F5070)
16. Assist in coordination and attend all coordination meetings between affected municipalities, utilities and other agencies required for the project.
17. Assist CDM to resolve design issues that arise during construction and communicate resolution to Construction Project Managers.
18. Facilitate and expedite contract closeout to ensure that all work is completed in accordance with the contract documents. Schedule final closeout meeting.
19. Monitor Quality Assurance items such as:
    a. Monitor NCRs initiated by the Tollway; DSEs, CMs and Contractors for trends that required corrective action initiatives.
    b. Monitor customer complaints and other customer feedback to identify the need for corrective action initiatives or the opportunity for preventive actions.
    c. Initiate and monitor preventive action initiatives and report on their status to the Tollway Design Managers. (F5050)
20. Review warranty materials assembled by the CM and summarize key components for the Tollway.
21. Frequent/Daily Review of CM logs (RFI's, Shop Drawings, PCO's, etc.) for timeliness of response, action and reporting, review response/direction from CM for item closure.
22. Frequent/Daily Review tracking of approved extra work orders relative to

approved/submitted pay request versus approved PCO upper limit.

23. Coordinate the scheduling of preconstruction meeting and distribution of the Meeting Agenda (P1040). Confirm all Tollway Departments and outside agencies with a stake in the project are invited.
24. Assist the CM in coordinating the pre-construction meeting.
25. Responsible for follow-up activities associated with the preconstruction meeting.
26. Maintain knowledge of overall project status as well as impacts of construction on Tollway users and surrounding communities.
27. Monitor CM's activities to confirm tasks set forth in the Tollway Construction Manual are completed.
28. Coordinate responses to RFI's and project submittals.
29. Coordinate and facilitate construction submittal review with Tollway departments. Schedule review meetings with Tollway departments as required expediting approval of critical items.
30. Prioritize and expedite resolution of issues that arise during construction.
31. Elevate Lessons Learned issues that arise during construction to the CDM and CCM, whom subsequently inform other design or construction sections.
32. Confirm submittal, review and approve monthly Project Status Reports. Confirm that project binders are updated weekly with weekly reports and logs.
33. Review and monitor CM documentation and material inspection.
34. Monitor material inspection and QAQC programs.
35. Monitor the response time for and coordinate consistency of RFIs, submittals and correspondence.
36. Review and approve C5 Authorizations and Change/Extra Work Orders for completeness and accuracy prior to forwarding to the Tollway for processing.
37. Review progress schedules and adherence to the Approved Progress Schedules.
38. Review Value Engineering proposals for feasibility and benefit to the Tollway via written recommendation.
39. Attend weekly coordination and progress meetings with the CM, Contractor and Tollway staff.
40. Perform reviews (as required) of CM internal QA audits for compliance with approved plans.
41. Perform audit duties as requested to satisfy documentation review requirements.
42. Monitor CM and Contractor activities and issue NCRs as required.
43. Monitor CM and contractor activities for schedule critical path elements

The Corridor Construction Manager (CCM) is to assist the Tollway as communications liaison with all stakeholders. The tasks to be performed as communications liaison shall include but not be limited to the following:

1. Develop and distribute to all stakeholders a weekly design schedule, which includes milestone submittal, review meeting, advertisement and bid opening dates.

2. Develop and distribute to all stakeholders a monthly construction stage change schedule. Prior to all significant stage changes, schedule, invite attendees and coordinate a stage change review meeting to present the upcoming stage change and impacts on Tollway users, traffic congestion, toll plaza personnel, and local municipalities.
3. Attend periodic Tollway Communication Department meetings as requested to provide program project summary.
4. Coordinate all lane closures and traffic stage changes for all construction contracts with the Tollway Maintenance, Communications, Toll Services, Facilities Maintenance as well as adjacent Tollway, IDOT, and local agency projects. Work will include ensuring that lane closure information is consistent, accurate, reliable and timely.
5. Will act as single point of contract for IDOT and local municipality coordination. Coordinate development and tracking of status of permits. Develop and track intergovernmental agreements and provide status updates to the effected agencies. Track reviews by outside agencies (non-utility) for timeliness and incorporation in the plans.
6. Provide executive level communication protocols to assure information is delivered in a format that supports the Tollway's internal decision making processes.
7. Prepare Incident Management Plan appendices.

IV. CONSTRUCTION MANAGEMENT (CM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The CM shall furnish services in accordance with the articles contained in the Authority's CM Manual dated July, 2010, and all applicable Tollway Criteria, Manuals and Bulletins.

   Phase III construction management services will be provided for various construction contracts within the corridor, including but not limited to the following:

   - Contract 11A — I-294 Bridges over 147th Street
   - Contract 3 — NB I-57 (south limit of I-57 to I-294), Ramp B, NB CD Road B (to N limit of I-294)

   Construction management services on each individual project within the corridor includes on-site inspection, review layout of contract including design changes, provide geotechnical inspection and testing, prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway specifications. The CM is to complete and submit final measurements, calculations and final contract documents to the Tollway no later than six (6) weeks after completion of Punch List for the project. All final documents shall be submitted in hard copy and electronic format and follow the ICAPP Manual. All CADD file documents shall be required to contain all record drawing modifications

V. CONTINGENCY

Use of the contingency may not be used without prior written approval by the Chief Engineer. The following is a list of tasks considered for use by the contingency:

Design Management Tasks

- Provide assistance/input to Tollway DPM as requested relative to potential Errors and Omissions (E&O) items.
- Give project presentations and provide assistance as required.
- Value Engineering presentation and coordination.
- Additional project specific Design Section Engineering services as required throughout the Tri-State and I-57 Corridor.

Construction Management Tasks

- Provide assistance to Tollway DCM on project briefings for operating staff / departments to fully address issues, concerns, and actions regarding construction activities.
- Provide support for preparation of executive briefing presentations as required.
- Additional project specific Construction Management services as required throughout the Tri-State and I-57 corridor.

Other Tasks

- Budget and cost change control project-level management.
- Schedule monitoring and change control management.
- Review and approval of DSE and CM progress reports and invoices.
- Meridian-Proliance support, monitoring and coordination with DSE, CM and Contractor

VI. REQUIRED SUBMITTALS TO THE AUTHORITY

1. Submittal requirements shall be in accordance with the CM Manual.

VII. ITEMS TO BE FURNISHED TO THE CONTSRUCTION MANAGER

1. It shall be the responsibility of the CM to select the applicable reduced record drawings from the Tollway's GIS Site.
2. Digital Ortho-Imagery, contours, horizontal and vertical survey control and centerline of the project limits.
3. Copies of ISTHA Standard Specifications, Standard Drawings, and ISTHA Design Criteria can be obtained from the Tollway's website.
4. Copy of all construction contract documents.

Attachment A

Web-based Project Management System

The Illinois Tollway has a Web-based Project Management System (System) that will be used by project participants on Tollway CRP projects. The System provides a number of benefits to the project participants, including:

1) Simplification of communications.
2) Automated tracking of time-sensitive items.
3) Automated reporting.
4) Common Document management and storage as electronic documents will reside in a central repository.
5) Audit Trail of information so project participants will be able to determine who did what and when.
6) Real-time access and exchange of information.
7) Easy, secure, 24/7 access to project information over the Internet via a computer and an Internet browser.

The successful Consultant must establish broadband Internet connectivity in order to effectively utilize the System (T1 is recommended) and must comply with all work instructions and procedures relating to its use. The consultant must furnish all hardware and software required to effectively utilize the System, including personal computers, peripheral software, virus protection software, System plug-ins, ActiveX installation, firewall configuration and high-speed document scanners. The consultant will be solely responsible for coordination between its subconsultants and suppliers, and the System. All document transmittals and written communications from the Consultant to the Illinois Tollway must be made electronically to the System. In certain cases where "wet signatures" and/or stamps are required by the Tollway, document transmittals must be made simultaneously via the System for the record and by traditional means for paper documents, unless the consultant is directed otherwise in writing by the Tollway. Once stamped/signed documents have been obtained, they must be scanned and uploaded to the System for record.

All consultant, subconsultant and supplier employees who will use the web-based system must complete the training provided by the Tollway prior to having access to the system. A valid e-mail address must be provided prior to training session. The consultant agrees to comply with all terms and conditions associated with use of the web-based project management system.

1.0 Consultant shall utilize ISTHA web-based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.

2.0 Within 14 calendar days of Notice to Proceed, Consultant shall designate a website manager (coordinator) who is to be the point of contact with ISTHA website implementation and support staff.

3.0 Consultant is required but not limited to submit the following using the System:

3.1. Submit schedule, submittals shall be processed using the System to provide a record of activity.

3.2. Progress Reports

3.3. Inspection Reports

3.4. Requests for information, project clarifications, general communication and project related issues.

3.5. Meeting agendas, no later than 3 days before meeting

3.6. Minutes of meetings, no later than 3 days after each progress meeting date, distribute copies of minutes via the System to each party present and to other parties who should have been present. Include a brief summary in narrative form of progress since the previous meeting and report.

4.0 Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:

4.1. Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf), black and white with maximum resolution of 200pdi using CCITT Group 4 (2d Fax) compression.

4.2. Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.

4.3. Electronic photographs shall be submitted in JPEG (.jpg)file format, sized at a minimum resolution of 1024x768 pixels.

4.4. Grayscale or color photo images that are scanned shall be saved in JPEG (.jpg) file format with medium to low quality compression at a minimum resolution of 200 dpi.

4.5. Product data that is available for download from the Manufacturer's website, that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

System Requirements	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0
Processor Speed	2.0 GHzor greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5 Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent internet connection.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners[6]	
Medium Format Scanner[1]	Canon DR-5020 Document Scanner or equal
Medium Format Scanner[1]	Canon DR-5080C Document Scanner or equal
Medium Format Scanner[1]	Fujitsu M 4097D IPC Document Scanner or equal
Medium Format Scanner[1]	Fujitsu M 4097D VRS Document Scanner or equal
Medium Format Scanner[1]	Epson GT-30000 Document Scanner or equal
Large Format Scanner[1]	Océ TDS610 36" Monochrome Scanner or equal
Large Format Scanner[1]	Océ TDS810 36" Monochrome Scanner or equal
Large Format Scanner[1]	Vidar Select P36 Color Scanner or equal
Large Format Scanner[1]	Vidar Select MP36 MonochromeScanner or equal
Required Additional Software	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader[2]
Portable Document Format(.PDF) file generator	Adobe Acrobat[3]
ZIP File compression utility	WinZip[4] or equal

[1] Large and medium format scanning may also be outsourced to a digital reproduction house in your locale.

[2] Adobe Acrobat Reader is free software available for download at http://www.adobe.com/

[3] Adobe Acrobat is not free software and must be purchased. At least one copy of the software must be purchased by the Consultant and must reside on a PC accessible to all users within the Consultant's office. The purchase and installation of multiple copies is recommended.

[4] A fully functional evaluation version of WinZip is available for download at http://www.winzip.com/, alternative free file compression utility is 7-zip available at http:"www.7-zip.org/

: **Note:** The scanner models specified meet the requirements of website usage and are provided for information purposes only. Scanner models may change or be discontinued by the manufacturer.

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EXHIBIT G

CURRENT OBLIGATIONS FOR PROJECT

(Knight E/A, Inc.)

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
NONE				

SEE ATTACH

I-11-4026

EXHIBIT C

Current Obligations Of Work By Your Transportation Staff For Other Than The Illinois State Toll Highway Authority

Knight E/A, Inc.
(Name of your Firm)

	Total AGR Amount (000's)	Fee Remaining To Be Earned					
		0-6 Months		7-18 Months		>18 Months	
		Design	Constr.	Design	Constr.	Design	Constr.
City of Chicago	3,256	200	0	300	0	0	0
Illinois Department of Transportation	22,715	1,520	1,600	700	3,250	0	0
All Other Work (Public & Private)	2,993	400	200	400	0	0	0
Total Non-ISTHA (enter here & on table below)		2,120	1,800	1,400	3,250	0	0

Note: The start date for the 0-6 months will be the date of this PSB

Summary of Work

Totals For Firm	0-6 Months		7-18 Months		>18 Months	
	Design	Constr.	Design	Constr.	Design	Constr.
Total As Prime	0	0	0	0	0	0
Total As Subconsultant	0	0	0	0	0	0
Total For Non-ISTHA	2,120	1,800	1,400	3,250	0	0
Total	2,120	1,800	1,400	3,250	0	0

Project No. I-11-4026 **Consultant:** Knight E/A, 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.

DBE/MBE/WBE SUBCONSULTANTS

1	American Survey & Engineering, Inc.		6		
	Direct Labor	$ 316,974.00		Direct Labor	$ -
	Direct Costs	$ 1,279.60		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Maximum Allowable Fee (ULC)	$ 318,253.60		Maximum Allowable Fee (ULC)	$ -
2	Dynasty Group, Inc.		7		
	Direct Labor	$ 910,005.60		Direct Labor	$ -
	Direct Costs	$ 39,888.00		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Maximum Allowable Fee (ULC)	$ 949,893.60		Maximum Allowable Fee (ULC)	$ -
3	GSG Material Testing, Inc.		8		
	Direct Labor	$ 1,151,094.00		Direct Labor	$ -
	Direct Costs	$ 190,421.07		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Maximum Allowable Fee (ULC)	$ 1,341,515.07		Maximum Allowable Fee (ULC)	$ -
4	R&G Engineering, Inc.		9		
	Direct Labor	$ 729,120.00		Direct Labor	$ -
	Direct Costs	$ 37,498.17		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Maximum Allowable Fee (ULC)	$ 766,618.17		Maximum Allowable Fee (ULC)	$ -
5	The Roderick Group, Inc.		10		
	Direct Labor	$ 308,865.20		Direct Labor	$ -
	Direct Costs	$ 24,720.07		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Maximum Allowable Fee (ULC)	$ 333,585.27		Maximum Allowable Fee (ULC)	$ -

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: $ 3,709,865.71

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: $ 3,709,865.71

Date Revised 04/01/12

DBE/MBE/WBE Percentage of Total Fee: 22.02%

Project No. I-11-4026 Consultant: Knight E/A, 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	Ciorba Group, Inc.		6		
	Direct Labor	$ 119,999.60		Direct Labor	$ -
	Direct Costs	$ 1,117.20		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Maximum Allowable Fee (ULC)	$ 121,116.80		Maximum Allowable Fee (ULC)	$ -
2	Wight and Company		7		
	Direct Labor	$ 3,285,492.00		Direct Labor	$ -
	Direct Costs	$ 97,758.40		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Maximum Allowable Fee (ULC)	$ 3,383,250.40		Maximum Allowable Fee (ULC)	$ -
3	T.Y. Lin International Great Lakes, Inc.		8		
	Direct Labor	$ 48,742.40		Direct Labor	$ -
	Direct Costs	$ 1,257.60		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Maximum Allowable Fee (ULC)	$ 50,000.00		Maximum Allowable Fee (ULC)	$ -
4			9		
	Direct Labor	$ -		Direct Labor	$ -
	Direct Costs	$ -		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Maximum Allowable Fee (ULC)	$ -		Maximum Allowable Fee (ULC)	$ -
5			10		
	Direct Labor	$ -		Direct Labor	$ -
	Direct Costs	$ -		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Maximum Allowable Fee (ULC)	$ -		Maximum Allowable Fee (ULC)	$ -

** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: $ 3,554,367.20

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

Date Revised 04/01/12

Sub-Consultant Proposals:

American Surveying & Engineering, PC
Ciorba Group, Inc.
Dynasty Group, Inc.
GSG Material Testing, Inc.
R&G Engineering, Inc.
The Roderick Group, Inc.
TYLin International
Wight and Company

American Surveying & Engineering, PC

RETURN WITH SUBCONTRACT

SUBCONTRACTOR/CONSULTANT REQUIRED DISCLOSURES

Pursuant to Procurement Code 30 ILCS 500/20-120, any contract granted under this Code shall state whether the services of a subcontractor (consultant) will or may be used. To the extent that the information is known, the contract shall include the names and addresses of all subcontractors (consultants) and the expected amount of money each will receive under the contract. Firms shall provide copies of all subcontract agreements with a contract value greater than $25,000 as soon as possible upon notice of a Tollway award, but not later than 20 days from the date the Tollway executes the contract (generally the Notice-to-Proceed date) or after execution of the subcontract, whichever is later.

Subcontractors (consultants) of all tiers with a proposed contract value greater than $25,000 must also complete and submit the Subcontractor/Consultant Certification/Disclosure forms to the Firm awarded the Tollway contract, if they intend to participate in the contract. Firms awarded the Tollway contract must submit these forms within the preceding timeframes.

Subcontract agreements and Certification/Disclosure Forms must be submitted in Adobe Acrobat® .pdf file format on a Compact Disk (CD) to the State Purchasing Officer (SPO) through the General Manager of Engineering at 2700 Ogden Ave., Downers Grove, IL 60515. Publicly traded companies may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the Certification/Disclosure Forms but must still submit eligible subcontractor (consultant) agreements.

All Disclosures shall be signed and made under penalty of perjury by an authorized officer or employee on behalf of the bidder or offeror and all Financial Disclosures and Potential Conflicts of Interest will be filed with the Procurement Policy Board (PPB).

All Firms required to submit Disclosures who have entered into multi-year contracts or sub-contracts shall certify by July 1st of each fiscal year covered by the contract, after the initial fiscal year, to the State Purchasing Officer (SPO) through the General Manager of Engineering at 2700 Ogden Ave., Downers Grove, IL 60515 by submitting either revised forms (in Adobe Acrobat® .pdf file format) or an affidavit that there is no change that it continues to satisfy the requirements of Article 50 of the Procurement Code pertaining to eligibility for a contract award.

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RETURN WITH SUBCONTRACT

Tollway Contract Number: **I-11-4026**
Subcontractor (Consultant) Firm Name: **American Surveying & Engineering, P.C.**
Prime Contractor (Consultant) Firm Name: Knight Engineers & Architects

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTS

Article 50 of the Illinois Procurement Code establishes the duty of all State Chief Procurement Officers, State Purchasing Officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.

The certifications hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed should the Illinois Tollway approve the subcontractor. The Chief Procurement Officer may terminate or void the sub-contract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification.

Section 50-2 of the Illinois Procurement Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year sub-contract shall certify, by July 1st of each fiscal year covered by the contract after the initial fiscal year, to the responsible Chief Procurement Officer whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subconsultant is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subconsultant that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

A. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

(a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:

(1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or

(2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

(b) Businesses. No business shall be barred from contracting with any unit of State or local government, or sub-contracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

(1) the business has been finally adjudicated not guilty; or

(2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract to which the sub-contract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

(c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

(d) Certification. Every bid submitted to and contract executed by the Illinois Tollway, and every sub-contract subject to Section 20-120 of the Procurement Code shall contain a certification by the contractor or the subconsultant, respectively, that the contractor or subconsultant is not barred from being awarded a contract or sub-contract under this Section and acknowledges that the Chief Procurement Officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

2. The contractor or subconsultant certifies that it is not barred from being awarded a contract under Section 50.5.

B. <u>Felons</u>

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, or enter into a sub-contract, from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

2. Certification. Every bid submitted to and contract executed by the State and every sub-contract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder or contractor or subconsultant, respectively, that the bidder, contractor, or subconsultant is not barred from being awarded a contract or sub-contract under this Section and acknowledges that the Chief Procurement Officer may declare the related contract void if any of the certifications required by this Section are false.

C. <u>Debt Delinquency</u>

1. The Illinois Procurement Code provides:

Section 50-11 and 50-12. Debt Delinquency. The contractor, bidder or subconsultant, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or sub-contract under the Procurement Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a sub-contract, if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency, or entering into a sub-contract, if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The bidder, contractor or subconsultant, respectively, further acknowledges that the Chief Procurement Officer may declare the related contract void if this certification is false or if the bidder, contractor, or subconsultant, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

D. Prohibited Bidders, Contractors and Subconsultants

1. The Illinois Procurement Code provides:

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subconsultants.
The bidder, contractor or subconsultant, respectively, certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every sub-contract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subconsultant, respectively, that the bidder, contractor, or subconsultant is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

E. Section 42 of the Environmental Protection Act

The bidder, contractor or subconsultant, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subconsultant, is not barred from being awarded a contract or entering into a sub-contract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any sub-contract, that is subject to the Procurement Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder, contractor or subconsultant, respectively, acknowledges that the Chief Procurement Officer may declare the contract void if this certification is false.

The undersigned, on behalf of the sub-contracting company, has read and Understands the above certifications and makes the certifications as required by law.

American Surveying & Engineering, P.C.
Name of Subcontracting Company

[redacted]

Authorized Officer

03/13/12
Date

RETURN WITH SUBCONTRACT

Tollway Contract Number: I-11-4026
Subcontractor (Consultant) Firm Name: American Surveying & Engineering, P.C.
Prime Contractor (Consultant) Firm Name: Knight Engineers & Architects

FINANCIAL SUBCONTRACTOR (CONSULTANT) DISCLOSURES

Instructions. The Illinois Procurement Code requires that vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information that is specified below (**30 ILCS 500/50-13 and 50-35 a,b,h**).

Vendor shall disclose the financial interest, potential conflict of interest and contract information identified in Sections 1, 2, 3 and 4 below as a condition of receiving an award or contract. Please submit this information along with your bid or offer.

Section 1 applies to all contracts regardless of dollar amount. Sections 2, 3 and 4 apply to contracts with an annual value exceeding $25,000 that must be procured using one of the authorized competitive methods of source selection.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures (sections 2, 3, and 4 below) must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

When determining ownership or distributive income shares, use the most current information that you consider reliable, but in no event for a period before your last completed fiscal period.

A designee may submit this form on behalf of the vendor (or its parent). However, that person must have verified the information with each affected individual.

The disclosures herein after made by the subcontractor (consultant) are each material representation of fact upon which reliance is placed. The subcontractor (consultant) further certifies that the Illinois Tollway has received the disclosure forms for each sub-contract.

A. Financial Interest and Conflicts of Interest

Vendor has disclosed if required, on forms provided by the State Agency, and agrees it is under a continuing obligation to disclose to the State Agency, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State Agency officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State Agency if required, on forms provided by the State Agency, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:

a) the person intending to contract with the State Agency, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently $106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);

b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently $177,412.00).

c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently $354,824.00) from the firm, partnership, association or corporation.

Vendor acknowledges that the State Agency may declare this Contract void without any additional compensation due to the Vendor if this certification is false or if the Act or Order is violated. VENDOR (show Company name and DBA)

VENDOR (show Company name and DBA)

American Surveying & Engineering, P.C.

Signature [redacted]

Printed Name Coventine Fidis

Title President/CEO Date 03/13/12

Address 105 W. Madison St., Suite 1700

Chicago, IL 60602

CONFLICT OF INTEREST DISCLOSURES

Instructions. Vendor shall disclose with the Offer financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35).

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: American Surveying & Engineering, P.C.

D/B/A (if used): N/A

Name of any Parent Organization: N/A

EXHIBIT "1"
PAGE 90 OF 524

RETURN WITH SUBCONTRACT

Section 1: Section 50-13 Conflicts of Interest

Subcontractors (consultants) whose contract value is greater than $25,000 must complete this section. Even if you mark "No Conflict of Interests" you may still need to complete Section 2 and 3.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection

(a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor ($177,412.00], to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One:

____X____ No Conflicts Of Interest

_____ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Section 2: Disclosure of Financial Interest in the Vendor.

This applies to all sub-contracts with an annual value exceeding $25,000 that must be procured using one of the authorized competitive methods of source selection. Complete the appropriate subsections.

Subcontractors (consultants) must complete subsection (a), (b) or (c) below as applicable if the annual value exceeds $25,000. Use (c) if you do not meet the requirements for (a) or (b). In addition, all Vendors must complete Section 3.

(a) Publicly traded corporations subject to SEC reporting requirements

(a-1) Subcontractors (consultants) shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k _____, 20f _____, or 40f _____.

(a-2) Subcontractors (consultants) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(b) Privately held corporations with more than 200 shareholders

(b-1) These subcontractors (consultants) may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code.

(b-2) Subcontractor (consultant) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(c) General disclosure. Individuals, sole proprietorships, partnerships and any others not qualified to use subsection (a) or (b) above must complete (c-1), (c-2), and (c-3) as appropriate.

(c-1) For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use separate forms for each individual.

RETURN WITH SUBCONTRACT

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
   ☒ Yes ☐ No

2. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
   ☐ Yes ☒ No

3. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
   ☐ Yes ☒ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
   ☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 100%. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

   0.5% or less_____>0.5 to 1.0% _____>1.0 to 2.0%_____ >2.0 to 3.0 %_____> 3.0 to 4.0%_____%

   >4.0 to 5.0%_____and in additional 1% increments as appropriate _____%

If you responded yes to any of the questions 1 – 4 above, Please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☒ Partnership ☐ Other (explain)_____

Name: Coventine Fidis

Address: [redacted]

(c-2) In relation to individuals identified in c-1 above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section (attach additional pages as necessary). If no individual has been identified in c-1 above, mark not applicable (n/a) here ___.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☒

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

RETURN WITH SUB-CONTRACT

Section 3: Current and Pending Contracts

Subcontractors (consultants) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number. (Attach additional pages as necessary. Show "none" if appropriate.)

R-92-009-02, Phase II Services: IL Route 75 (FA 505) From US 20 to IL 70 S. D-91-104-07, R1D1 SUE

R-92-007-09, PTB 149/013 R-90-004-09, PTB 150/009

R-98-025-08, PTB 152/030 P-92-058-10, PTB 155/031

D-91-006-01, PTB 157/023 P-92-099-11, PTB 161/020

CMS 07-27073, Utility Locating CMS Fiber PSB 08-1/15, ISTHA SUE Various Various

Contract Utility Response to Chicago One-Call Utility Locate System

University of Illinois – Illinois Height Modernization – U12046

This information is submitted on behalf of: American Surveying & Engineering, P.C.

(Name of Vendor)

Official authorized to sign on behalf of subcontractor (consultant):

Name (printed) Coventine Fidis Title President/CEO

Signature [redacted] Date 03/13/12

Project Number: I-11-4026 **Consultant:** American Surveying & Engineering, P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2012												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Manager					2	2	2	2	2	2	2	2	16
DM													
ROW Coordination					200	200	160	160	160	160	160	160	1360
TOTALS					202	202	162	162	162	162	162	162	1376

Notes:

1.) **Use as many pages as required to show the entire schedule for this project.**
2.) **The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3**

Date Revised 04/01/12

PAGE 2 OF 2 EXHIBIT "1"

Project Number: I-11-4026 **Consultant:** Americar American Surveying & Engineering, P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR ___2013__ Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL HOURS
Project Manager		2	2	2	2	2	2	2	2	2	2		20
DM													
ROW Coordination	40	80	80	80	100	80	80	100	80	80	100		900
TOTALS	40	82	82	82	102	82	82	102	82	82	102		920

Notes:

1.) Use as many pages as required to show the entire schedule for this project.

2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/01/12

EXHIBIT "1" PAGE 9 OF 524

Project Number: I-11-4026 **Consultant:** American Surveying & Engineering, P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2014												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Manager			2										2
DM													
ROW Coordination			160										160
TOTALS			162										162

Notes:

1.) **Use as many pages as required to show the entire schedule for this project.**
2.) **The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3**

Date Revised 04/01/12

EXHIBIT "1" PAGE 78 OF 234

Project Number: I-11-4026 **Consultant:** American Surveying & Engineering, P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Manager													
DM													
ROW Coordination													
TOTALS													0

Notes:

1.) Use as many pages as required to show the entire schedule for this project.
2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/01/12

PAGE 97 OF 134 EXHIBIT "1"

Project No. I-11-4026 **Consultant:** American Surveying & Engineering, P.C.

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: (From Exhibit C-3)	2,458.00	Total Dollars: (From Exhibit C-3)	$ 113,205.00
Multiplier to be used on this project: Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)			2.80
DIRECT REGULAR SALARY TIMES MULTIPLIER			$ 316,974.00

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

TOTAL DIRECT COSTS $ 1,279.60

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) $ -
(Do not including estimated additional services)

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) $ -
(Do not including estimated additional services)

TOTAL SERVICES BY OTHERS $ -

D. ADDITIONAL SERVICES (prime and subconsultants) $ -
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) $ 318,253.60

Date Revised 04/01/12

Project No.: I-11-4026 **Consultant:** American Surveying & Engineering, P.C.

Date: 4/3/2012

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible For Prem. O/T?
Principal	Coventine Fidis	$70.00	$70.00	No
Project Manager	Coventine Fidis	$70.00	$63.95	No
Project Manager	Mark Wood	$62.05		No
Project Manager	Steven Rienks	$63.75		No
Project Manager	Wayne Mory	$60.00		No
Project Surveyor/Engineer III	John Dybas	$50.90	$49.57	No
Project Surveyor/Engineer III	Paul Stanton	$50.51		No
Project Surveyor/Engineer III	Shanlong Kuang	$50.51		No
Project Surveyor/Engineer III	Eric Sladek	$46.35		No
Project Surveyor/Engineer II	Thomas Sanderson	$44.90	$40.45	No
Project Surveyor/Engineer II	Jana Bryant	$36.00		No
CADD Technician	Craig Hills	$30.33	$30.05	Yes
CADD Technician	Lance Klemm	$30.47		Yes
CADD Technician	Robert Traver	$29.36		Yes
Engineer/Survey Technician III	Thomas Hoyle	$31.52	$33.25	Yes
Engineer/Survey Technician III	Daryl Edwards	$35.23		Yes
Engineer/Survey Technician III	William Baran	$33.00		Yes
Engineer/Survey Technician II	Gustavo A. Aguilar	$22.00	$22.85	Yes
Engineer/Survey Technician II	Martin Podrebarac	$27.32		No
Engineer/Survey Technician II	Gary Brandt	$25.88		No
Engineer/Survey Technician II	Michael Wallace	$23.54		Yes
Engineer/Survey Technician II	Lucas McDonald	$21.22		Yes
Engineer/Survey Technician II	Todd Rhodes	$27.81		Yes
Engineer/Survey Technician II	Jeffrey Mummert	$22.66		Yes
Engineer/Survey Technician II	Thomas Brady	$27.45		Yes
Engineer/Survey Technician II	Bradly Duffy	$18.54		Yes
Engineer/Survey Technician II	Lawrence DeManche	$21.00		Yes
Engineer/Survey Technician II	Kristopher McAllister	$22.50		Yes
Engineer/Survey Technician II	Collin Graves	$18.54		Yes
Engineer/Survey Technician II	Shawn Patten	$18.54		Yes

* Exhibit C-1 is a comprehensive list of classifications of company employees.

(1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.

(2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.

(3) Use as many sheets as necessary to show classifications.

Date Revised 04/01/12

Project No.: I-11-4026 **Consultant:** American Surveying & Engineering, P.C.

Date: 4/3/2012

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible For Prem. O/T?
Engineer/Survey Technician I	Michael Werle	$11.81	$17.00	Yes
Engineer/Survey Technician I	William McDaniel	$19.10		Yes
Engineer/Survey Technician I	David Ciskowski	$19.10		Yes
Engineer/Survey Technician I	Ismael Lopez	$20.00		Yes
Engineer/Survey Technician I	Richard Quill	$20.00		Yes
Engineer/Survey Technician I	Erwin Hernandez	$18.00		Yes
Engineer/Survey Technician I	Thomas Bartosik	$18.50		Yes
Engineer/Survey Technician I	Marcin Czachor	$14.50		Yes
Engineer/Survey Technician I	Kevin Hamilton	$15.00		Yes
Engineer/Survey Technician I	Marc Personette	$15.00		Yes
Engineer/Survey Technician I	Ryan Haran	$15.00		Yes
Engineer/Survey Technician I	Joseph Maldonado	$17.00		Yes
Engineer/Survey Technician I	Daniel Greaney	$18.00		Yes
Right-of-Way Specialist IV	Tom Balser	$43.25	$43.25	No
Right-of-Way Specialist III	Rodney (Brent) Fetterolf	$31.52	$33.79	Yes
Right-of-Way Specialist III	Robert Dempsey, Jr.	$36.05		Yes
Subsurface Utiltity Engineer III	Thomas Brady	$27.45	$30.05	Yes
Subsurface Utiltity Engineer III	Thomas Hoyle	$31.52		Yes
Subsurface Utiltity Engineer III	Daryl Edwards	$35.23		Yes
Subsurface Utiltity Engineer III	Chris Mason	$26.00		Yes
Subsurface Utiltity Engineer II	Michael Wallace	$23.54	$23.54	Yes
Subsurface Utiltity Engineer I	Bradly Duffy	$18.54	$17.34	Yes
Subsurface Utiltity Engineer I	Ismael Lopez	$20.00		Yes
Subsurface Utiltity Engineer I	Richard Quill	$20.00		Yes
Subsurface Utiltity Engineer I	Erwin Hernandez	$18.00		Yes
Subsurface Utiltity Engineer I	Marcin Czachor	$14.50		Yes
Subsurface Utiltity Engineer I	Kevin Hamilton	$15.00		Yes
Subsurface Utiltity Engineer I	Ryan Haran	$15.00		Yes
Subsurface Utiltity Engineer I	Joseph Maldonado	$17.00		Yes
Subsurface Utiltity Engineer I	Daniel Greaney	$18.00		Yes

* Exhibit C-1 is a comprehensive list of classifications of company employees.

(1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.

(2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.

(3) Use as many sheets as necessary to show classifications.

Date Revised 04/01/12

Project No.: I-11-4026 **Consultant:** American Surveying & Engineering, P.C.

Date: 4/3/2012

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible For Prem. O/T?
General Counsel	Rodney (Brent) Fetterolf	$31.52	$31.52	Yes
Deputy Controller/Administrative Manager	Marilyn Wilson	$17.75	$17.75	Yes
Administrative/Clerical III	Lindsey Gillette	$14.00	$14.50	Yes
Administrative/Clerical III	Crystal Madrid	$15.00		Yes
Administrative/Clerical II	Sally Spence	$12.36	$12.18	Yes
Administrative/Clerical II	Rosemary Flowers	$12.00		Yes

* Exhibit C-1 is a comprehensive list of classifications of company employees.

(1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.

(2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.

(3) Use as many sheets as necessary to show classifications.

Date Revised 04/01/12

Project No.: I-11-4026

Consultant: American Surveying & Engineering, P.C.

Date: 4/1/2012

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 23 NO. OF MONTHS

SCHEDULED START DATE: 5/1/2012

RAISE DATE: 1/1/2013

PERCENT OF RAISE: 3%

ESCALATION PER YEAR

5/1/2012 - 12/31/2012	1/1/2013 - 12/31/2013	1/1/2014 - 3/31/2014	-	-
Date Date	Date Date	Date Date	Date Date	Date Date
8.0	12.0	3.0		
23.0	23.0	23.0	23.0	23.0
34.78%	53.74%	13.84%		
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

The escalation factor for this project is: 102.36%

Date Revised 04/01/12

EXHIBIT "I" Page 10 of Page

Project No.: I-11-4026 **Consultant:** American Surveying & Engineering, P.C.

Date: 4/1/2012 **Total Escalation Factor from C-2:** 102.36%

EXHIBIT C-3: DIRECT LABOR CALCULATION

Classification (From Exhibit C-1)	(1) Current Average Hourly Rate (From Exhibit C-1) (SEE NOTE 1 BELOW)	(2) Escalated Average Hourly Rate (SEE NOTE 2 BELOW)	(3) Estimated Work Hours (Including Overtime)	Direct Labor Extension (Col. 2 x Col. 3)
Principal	$70.00	$70.00	10.00	$ 700.00
Project Manager	$63.95	$65.46	38.00	$ 2,487.00
Project Surveyor/Engineer III	$49.57	$50.74	1,676.00	$ 85,040.00
Project Surveyor/Engineer II	$40.45	$41.40		
CADD Technician	$30.05	$30.76		
Engineer/Survey Technician III	$33.25	$34.03	734.00	$ 24,978.00
Engineer/Survey Technician II	$22.85	$23.39		
Engineer/Survey Technician I	$17.00	$17.40		
Subsurface Utility Engineer III	$30.05	$30.76		
Subsurface Utility Engineer II	$23.54	$24.10		
Subsurface Utility Engineer I	$17.34	$17.75		
Administrative/Clerical III	$14.50	$14.84		

Total Estimated Work Hours: 2,458.00
Must Match Exhibit A

Total Direct Labor: $ 113,205.00

Average Hourly Rate: $ 46.06

(1) Average Hourly Rate per classification from C1. Hard enter this number. DO NOT insert a formula.
* Average Hourly Rates cannot exceed applicable salary caps.

(2) Current Average Hourly Rate x Escalation Factor. No escalation factor is allowed for employees at or above the salary cap rate

Date Revised 04/01/12

Project No. I-11-4026 Consultant: American Surveying & Engineering, P.C.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate	$ 45.00 (Includes Tolls)	X	10 (No. of Days)	$	450.00
Mileage	$ 0.510 (Mileage Rate)	X	50 (No. of Miles)	$	25.50

(Use mileage rate found at:
http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx)

TOTAL VEHICLE REIMBURSEMENT $ 475.50

B. ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here: $ 804.10
http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

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

DIRECT COST CATEGORY	

TOTAL ITEMIZED DIRECT COSTS $ -

Project No. I-11-4026 Consultant: American Surveying & Engineering, P.C.

EXHIBIT D (Continued)

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

D. PREMIUM OVERTIME

Classification	Estimate of Overtime Hours	Escalated Hourly Rate (Premium Portion Only) (SEE NOTE 1 BELOW)	Premium Overtime Dollars (Hours x Rate)

TOTAL PREMIUM OVERTIME $ -

(1) Premium portion is equal to 1/2 of the escalated average hourly rate for the classification. This number is to be hard entered. DO NOT enter a formula

ALLOWABLE DIRECT COSTS

08.01.2008

The following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Daily Rate (owned or leased the same)	$45/day (Maximum) Including Tolls
Overtime	Premium portion
Tolls	Actual Cost
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of $15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Mobile Phone (for traffic system implementation)	
Telephone Usage (for traffic system monitoring)	
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
  http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.

- On all agreements authorization after January 1, 2005, GPS Equipment is considered tools of the trade.

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones (maximum of 3 without additional approval. Personal phones that do not remain on the job site are not allowable)	$70/month/phone (Maximum)
Radio Communication	Actual Cost
2-way Radio	Actual Cost
Vehicles (Only for Vehicles assigned to project) **DAILY RATE ONLY**	$45/day (Maximum) Including Tolls
The number of days will be calculated as follows: For extended stay**- Number of days on job site plus one Day to travel to and from job site Weekly (hotel) – Number of days on job site plus one day to Travel to and from job site per week. Shift Differential	Actual Cost based on firm policy

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

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

EXHIBIT "I"
PAGE 110 OF 524

Project No. I-11-4026 **Consultant:** American Surveying & Engineering, P.C.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Coventine Fidis

Classification: Project Principal

Project Manager: Mark Wood

Classification: Project Manager

Project Engineer:

Classification:

ROW Coordinator: William Baran

Classification: Engineer/Survey Technician III

Documentation Engineer:

Classification:

Project Civil Engineer:

Classification:

Project Structural Engineer:

Classification:

Project Drainage Engineer:

Classification:

Senior Engineer:

Classification:

Others:

List all key personnel titles that are applicable to this project.

Attach resumes of all key personnel

AMERICAN
SURVEYING & ENGINEERING, P.C.

Coventine Fidis,
P.L.S.
Principal in Charge
AMERICAN SURVEYING &
ENGINEERING, P.C.

[redacted]

[redacted]

Coventine Fidis,
P.L.S.
Principal in Charge
AMERICAN SURVEYING &
ENGINEERING, P.C.

[redacted]

AMERICAN
SURVEYING & ENGINEERING, P.C.

Mark M. Wood, P.L.S.
VP Operations - Chicago
Project Manager
AMERICAN SURVEYING &
ENGINEERING, P.C.

[redacted]

AMERICAN
SURVEYING & ENGINEERING, P.C.

Mark M. Wood, P.L.S.
VP Operations - Chicago
Project Manager
AMERICAN SURVEYING &
ENGINEERING, P.C.

[redacted]

AMERICAN
SURVEYING & ENGINEERING, P.C.

William Baran
Licensed Land Surveyor in Training (028-001488)

[redacted]

American Surveying

Exhibit F

Scope of Work

Design and Construction Project Management
I-294 / I-57
Tri-State Tollway M.P. 7.6 (I-57)

Contract No. I-11-4026

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This contract is for Phase II Design and Phase III Construction Project Management Services on the Tri-State Tollway and I-57 interchange in Cook County, Illinois. The Consultant shall assist the Tollway in design management services for design contracts associated with the I-294 / I-57 interchange. The Consultant shall also provide corridor construction management services (CCM) for all construction contracts and construction management service (CM) on selected construction contracts within these limits. The Tollway will determine the number of construction management contracts for this project at a future date. This consultant should consider that they will perform CCM throughout the duration of the construction and they will perform CM services for construction contracts throughout the duration of construction.

The Consultant will perform on-site inspection, review layout of contract including design changes, provide geotechnical inspection and testing, prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway specifications. The Consultant must complete and submit final measurements, calculations and final contract documents to the Tollway no later than six (6) weeks after completion of Punch List for the project. The Consultant must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the ICAPP Manual. All CADD file documents shall be required to contain all record drawing modifications.

Construction Contracts

Work within the entire project corridor has been established as a series of construction contracts under two primary construction phases. Construction Phase I has been developed to primarily accommodate construction of northbound to northbound movements between I-294 and I-57. There are currently nine (9) individual construction contracts anticipated as part of Phase I of the interchange construction program. Three of the construction contracts have been let by IDOT and are currently underway. The final number of contracts needed for the program is to be determined as final design is developed. The work identified in Construction Phase I of the program is included under this original professional services agreement.

There are five (5) construction contracts currently anticipated for a deferred Construction Phase II of the program which have yet to be scheduled. Construction Phase II is intended to generally accommodate completion of interchange construction of southbound to southbound movements between I-294 and I-57, and additional improvements along I-57. Future accommodation for Design and Construction Project Management Services for Construction Phase II contracts will be at the option of the Tollway as a supplement to this agreement.

The anticipated contracts and schedules are as follows:

Contract Designation	Contract Description	Construction Schedule
IDOT		
1	I-57 Bridge over I-294, I-57 Median (S limit of I-57 to I-294)	03/11 – 11/12
2	Kedzie Avenue Bridge over I-57	04/12 – 11/12
10	147th Street from Kedzie Ave. to Dixie Hwy	08/12 – 11/13
PHASE I		
3A	Dixie Creek Realignment	04/12 – 04/13
3	NB I-57 (south limit of I-57 to I-294), Ramp B NB CD Road B (to North limit I-294)	11/12 – 10/14
4	SB I-57 (south limit of I-57 to I-294), Ramp M, SB CD Road M (to N limit of I-294)	11/12 – 10/14
4A	Toll Plazas (to NB I-294 on CD Road B) and (to SB I-57 on CD Road M)	08/13 – 10/14
11A	Tri-State Tollway (I-294) Bridges over 147th Street	06/12 – 11/13
11B	Ramp X and Ramp N	03/13 – 10/13
PHASE II		
5	Ramp C and Ramp F2	TBD
6	I-57 Median (I-294 to N limit of I-57)	TBD
7	I-57 SB (I-294 to N limit of I-57), includes CD Road C, Ramp F1, Partial Ramp E	TBD
8	I-57 NB (I-294 to N limit of I-57), includes CD Road A, Ramp H, Partial Ramps J and K	TBD
9	Ramp D and Ramp L	TBD

II. DESIGN PROJECT MANAGEMENT (DM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

The design for the projects identified under Construction Phase I are currently underway through a consultant contract being administered by IDOT. The Design Manager (DM) will be responsible for coordination of the design work for the Tollway. The design of projects identified under Construction Phase II contracts has not yet been started. It is anticipated that all future design contracts will be directed by the Tollway and may also be coordinated by the Design Manager (DM).

American Surveying & Engineering (ASE) is to provide Right of Way Coordination support to the DM team. Reporting directly to the Design Manager, is the Right-Of-Way (ROW) Coordinator who is responsible for tracking the status of utility conflicts/relocations and obtaining right-of-way.

Position Responsibilities - Right-of-Way Coordination

- Compile database from design engineers of all required Right-of-Way (ROW) easement and parcels.
- Coordinate Land Acquisition requirements and submittals with Land Acquisition group.
- Be single point of contact to the Tollway Right-Of-Way department on all parcel issues on the program.
- Survey Plats checklist. (ISO P3110)
- Track status of ROW purchase and provides monthly updates to the DSEs/CMs.
- Inform the Tollway of ROW priorities to avoid delays to construction schedules
-

ASE may be required to perform various design section engineering services at the direction of the Tollway Project Manager. These various engineering tasks may include but not be limited to the following:

- Supplemental Survey as required for technical/design purposes
- Supplemental Survey and documentation modification/preparation required for Land Acquisition purposes

Attachment A

Web-based Project Management System

The Illinois Tollway has a Web-based Project Management System (System) that will be used by project participants on Tollway CRP projects. The System provides a number of benefits to the project participants, including:

1) Simplification of communications.
2) Automated tracking of time-sensitive items.
3) Automated reporting.
4) Common Document management and storage as electronic documents will reside in a central repository.
5) Audit Trail of information so project participants will be able to determine who did what and when.
6) Real-time access and exchange of information.
7) Easy, secure, 24/7 access to project information over the Internet via a computer and an Internet browser.

The successful Consultant must establish broadband Internet connectivity in order to effectively utilize the System (T1 is recommended) and must comply with all work instructions and procedures relating to its use. The consultant must furnish all hardware and software required to effectively utilize the System, including personal computers, peripheral software, virus protection software, System plug-ins, ActiveX installation, firewall configuration and high-speed document scanners. The consultant will be solely responsible for coordination between its subconsultants and suppliers, and the System. All document transmittals and written communications from the Consultant to the Illinois Tollway must be made electronically to the System. In certain cases where "wet signatures" and/or stamps are required by the Tollway, document transmittals must be made simultaneously via the System for the record and by traditional means for paper documents, unless the consultant is directed otherwise in writing by the Tollway. Once stamped/signed documents have been obtained, they must be scanned and uploaded to the System for record.

All consultant, subconsultant and supplier employees who will use the web-based system must complete the training provided by the Tollway prior to having access to the system. A valid e-mail address must be provided prior to training session. The consultant agrees to comply with all terms and conditions associated with use of the web-based project management system.

1.0 Consultant shall utilize ISTHA web-based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.

2.0 Within 14 calendar days of Notice to Proceed, Consultant shall designate a website manager (coordinator) who is to be the point of contact with ISTHA website implementation and support staff.

3.0 Consultant is required but not limited to submit the following using the System:

3.1. Submit schedule, submittals shall be processed using the System to provide a record of activity.

3.2. Progress Reports

3.3. Inspection Reports

3.4. Requests for information, project clarifications, general communication and project related issues.

3.5. Meeting agendas, no later than 3 days before meeting

3.6. Minutes of meetings, no later than 3 days after each progress meeting date, distribute copies of minutes via the System to each party present and to other parties who should have been present. Include a brief summary in narrative form of progress since the previous meeting and report.

4.0 Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:

4.1. Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf), black and white with maximum resolution of 200pdi using CCITT Group 4 (2d Fax) compression.

4.2. Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.

4.3. Electronic photographs shall be submitted in JPEG (.jpg)file format, sized at a minimum resolution of 1024x768 pixels.

4.4. Grayscale or color photo images that are scanned shall be saved in JPEG (.jpg) file format with medium to low quality compression at a minimum resolution of 200 dpi.

4.5. Product data that is available for download from the Manufacturer's website, that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

System Requirements	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0
Processor Speed	2.0 GHzor greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5 Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners[6]	
Medium Format Scanner[1]	Canon DR-5020 Document Scanner or equal
Medium Format Scanner[1]	Canon DR-5080C Document Scanner or equal
Medium Format Scanner[1]	Fujitsu M 4097D IPC Document Scanner or equal
Medium Format Scanner[1]	Fujitsu M 4097D VRS Document Scanner or equal
Medium Format Scanner[1]	Epson GT-30000 Document Scanner or equal
Large Format Scanner[1]	Océ TDS610 36" Monochrome Scanner or equal
Large Format Scanner[1]	Océ TDS810 36" Monochrome Scanner or equal
Large Format Scanner[1]	Vidar Select P36 Color Scanner or equal
Large Format Scanner[1]	Vidar Select MP36 MonochromeScanner or equal
Required Additional Software	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader[2]
Portable Document Format(.PDF) file generator	Adobe Acrobat[3]
ZIP File compression utility	WinZip[4] or equal

[1] Large and medium format scanning may also be outsourced to a digital reproduction house in your locale.

[2] Adobe Acrobat Reader is free software available for download at http://www.adobe.com/

[3] Adobe Acrobat is not free software and must be purchased. At least one copy of the software must be purchased by the Consultant and must reside on a PC accessible to all users within the Consultant's office. The purchase and installation of multiple copies is recommended.

[4] A fully functional evaluation version of WinZip is available for download at http://www.winzip.com/, alternative free file compression utility is 7-zip available at http:"www.7-zip.org/

: **Note:** The scanner models specified meet the requirements of website usage and are provided for information purposes only. Scanner models may change or be discontinued by the manufacturer.

EXHIBIT "1"
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EXHIBIT G

CURRENT OBLIGATIONS FOR PROJECTS

AMERICAN SURVEYING & ENGINEERING, P.C.

I-11-4026

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
R-92-009-02	Phase II Services: IL Route 75 (FA 505)From US 20 to IL 70 S.	$1,467,675.00	$1,221,694.62	tbd
D-91-104-07	R1D1 SUE	$4,000,000	$38,839.99	2011
R-92-007-09	PTB 149/013	$700,000	$384,977.06	2012
R-90-004-09	PTB 150/009	$825, 649	$1,434.83	12/31/2011
R-98-025-08	PTB 152/030	Various	Various	2012
P-92-058-10	PTB 155/031	$358,539	$103,873.08	2013
D-91-006-01	PTB 157/023	$500,000	$140,508.65	2013
P-92-099-11	PTB 161-020	Various	Various	2013
CMS 07-27073	Utility Locating CMS Fiber			
n/a	Contract Utility Response to Chicago One-Call Utility Locate System	$633,032.08	Various	12/31/2012
PSB 08-1/15	ISTHA SUE Various Various	$2,000,000	Unfunded	-
	US Army Corps, Chicago Dist. IDIQ Survey on demand	$2,500,000	$500,000	12/31/2012
	US Army Corps, Detroit Dist. IDIQ Survey on demand	$1,000,000	$600,000	

Project No. I-11-4026 Consultant: American Surveying & Engineering, P.C.

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: $ -

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

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

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 0.00%

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

Date Revised 04/01/12

Project No. I-11-4026 Consultant: American Surveying & Engineering, 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 SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

** Additional services funds require prior authorization before use

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

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

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

Date Revised 04/01/12

RETURN WITH SUBCONTRACT

SUBCONTRACTOR/CONSULTANT REQUIRED DISCLOSURES

Pursuant to Procurement Code 30 ILCS 500/20-120, any contract granted under this Code shall state whether the services of a subcontractor (consultant) will or may be used. To the extent that the information is known, the contract shall include the names and addresses of all subcontractors (consultants) and the expected amount of money each will receive under the contract. Firms shall provide copies of all subcontract agreements with a contract value greater than $25,000 as soon as possible upon notice of a Tollway award, but not later than 20 days from the date the Tollway executes the contract (generally the Notice-to-Proceed date) or after execution of the subcontract, whichever is later.

Subcontractors (consultants) of all tiers with a proposed contract value greater than $25,000 must also complete and submit the Subcontractor/Consultant Certification/Disclosure forms to the Firm awarded the Tollway contract, if they intend to participate in the contract. Firms awarded the Tollway contract must submit these forms within the preceding timeframes.

Subcontract agreements and Certification/Disclosure Forms must be submitted in Adobe Acrobat® .pdf file format on a Compact Disk (CD) to the State Purchasing Officer (SPO) through the General Manager of Engineering at 2700 Ogden Ave., Downers Grove, IL 60515. Publicly traded companies may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the Certification/Disclosure Forms but must still submit eligible subcontractor (consultant) agreements.

All Disclosures shall be signed and made under penalty of perjury by an authorized officer or employee on behalf of the bidder or offeror and all Financial Disclosures and Potential Conflicts of Interest will be filed with the Procurement Policy Board (PPB).

All Firms required to submit Disclosures who have entered into multi-year contracts or sub-contracts shall certify by July 1st of each fiscal year covered by the contract, after the initial fiscal year, to the State Purchasing Officer (SPO) through the General Manager of Engineering at 2700 Ogden Ave., Downers Grove, IL 60515 by submitting either revised forms (in Adobe Acrobat® .pdf file format) or an affidavit that there is no change that it continues to satisfy the requirements of Article 50 of the Procurement Code pertaining to eligibility for a contract award.

RETURN WITH SUBCONTRACT

Tollway Contract Number: **I-11-4026**
Subcontractor (Consultant) Firm Name: **Ciorba Group, Inc.**
Prime Contractor (Consultant) Firm Name: Knight E/A, Inc.

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTS

Article 50 of the Illinois Procurement Code establishes the duty of all State Chief Procurement Officers, State Purchasing Officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.

The certifications hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed should the Illinois Tollway approve the subcontractor. The Chief Procurement Officer may terminate or void the sub-contract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification.

Section 50-2 of the Illinois Procurement Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year sub-contract shall certify, by July 1st of each fiscal year covered by the contract after the initial fiscal year, to the responsible Chief Procurement Officer whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subconsultant is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subconsultant that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

A. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

(a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:

(1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or

(2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

(b) Businesses. No business shall be barred from contracting with any unit of State or local government, or sub-contracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

(1) the business has been finally adjudicated not guilty; or

(2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract to which the sub-contract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

(c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

(d) Certification. Every bid submitted to and contract executed by the Illinois Tollway, and every sub-contract subject to Section 20-120 of the Procurement Code shall contain a certification by the contractor or the subconsultant, respectively, that the contractor or subconsultant is not barred from being awarded a contract or sub-contract under this Section and acknowledges that the Chief Procurement Officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

2. The contractor or subconsultant certifies that it is not barred from being awarded a contract under Section 50.5.

B. Felons

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, or enter into a sub-contract, from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

2. Certification. Every bid submitted to and contract executed by the State and every sub-contract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder or contractor or subconsultant, respectively, that the bidder, contractor, or subconsultant is not barred from being awarded a contract or sub-contract under this Section and acknowledges that the Chief Procurement Officer may declare the related contract void if any of the certifications required by this Section are false.

C. Debt Delinquency

1. The Illinois Procurement Code provides:

Section 50-11 and 50-12. Debt Delinquency. The contractor, bidder or subconsultant, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or sub-contract under the Procurement Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a sub-contract, if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency, or entering into a sub-contract, if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The bidder, contractor or subconsultant, respectively, further acknowledges that the Chief Procurement Officer may declare the related contract void if this certification is false or if the bidder, contractor, or subconsultant, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

D. Prohibited Bidders, Contractors and Subconsultants

1. The Illinois Procurement Code provides:

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subconsultants.
The bidder, contractor or subconsultant, respectively, certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every sub-contract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subconsultant, respectively, that the bidder, contractor, or subconsultant is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

E. Section 42 of the Environmental Protection Act

The bidder, contractor or subconsultant, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subconsultant, is not barred from being awarded a contract or entering into a sub-contract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any sub-contract, that is subject to the Procurement Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder, contractor or subconsultant, respectively, acknowledges that the Chief Procurement Officer may declare the contract void if this certification is false.

The undersigned, on behalf of the sub-contracting company, has read and Understands the above certifications and makes the certifications as required by law.

Ciorba Group, Inc.

[redacted] ting Company

[redacted] President 3/6/12

Authorized Officer Date

RETURN WITH SUBCONTRACT

Tollway Contract Number: **I-11-4026**
Subcontractor (Consultant) Firm Name: **Ciorba Group, Inc.**
Prime Contractor (Consultant) Firm Name: **Knight E/A, Inc.**

FINANCIAL SUBCONTRACTOR (CONSULTANT) DISCLOSURES

Instructions. The Illinois Procurement Code requires that vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information that is specified below **(30 ILCS 500/50-13 and 50-35 a,b,h)**.

Vendor shall disclose the financial interest, potential conflict of interest and contract information identified in Sections 1, 2, 3 and 4 below as a condition of receiving an award or contract. Please submit this information along with your bid or offer.

Section 1 applies to all contracts regardless of dollar amount. Sections 2, 3 and 4 apply to contracts with an annual value exceeding $25,000 that must be procured using one of the authorized competitive methods of source selection.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures (sections 2, 3, and 4 below) must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

When determining ownership or distributive income shares, use the most current information that you consider reliable, but in no event for a period before your last completed fiscal period.

A designee may submit this form on behalf of the vendor (or its parent). However, that person must have verified the information with each affected individual.

The disclosures herein after made by the subcontractor (consultant) are each material representation of fact upon which reliance is placed. The subcontractor (consultant) further certifies that the Illinois Tollway has received the disclosure forms for each sub-contract.

A. Financial Interest and Conflicts of Interest

Vendor has disclosed if required, on forms provided by the State Agency, and agrees it is under a continuing obligation to disclose to the State Agency, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State Agency officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State Agency if required, on forms provided by the State Agency, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:

a) the person intending to contract with the State Agency, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently $106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);

b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently $177,412.00).

c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently $354,824.00) from the firm, partnership, association or corporation.

Vendor acknowledges that the State Agency may declare this Contract void without any additional compensation due to the Vendor if this certification is false or if the Act or Order is violated. VENDOR (show Company name and DBA)

VENDOR (show Company name and DBA)

Ciorba Group, Inc.

Signatur[redacted]

Printed Name Gerald W. Heimsoth

Title President Date 03/06/2012

Address 5507 N Cumberland Ave, Suite 402

Chicago, IL 60656

EXHIBIT "I"
PAGE 133 OF 524

CONFLICT OF INTEREST DISCLOSURES

Instructions. Vendor shall disclose with the Offer financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35).

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: Ciorba Group, Inc.

D/B/A (if used): N/A

Name of any Parent Organization: N/A

EXHIBIT "1"
PAGE 134 OF 524

RETURN WITH SUBCONTRACT

Section 1: Section 50-13 Conflicts of Interest

Subcontractors (consultants) whose contract value is greater than $25,000 must complete this section. Even if you mark "No Conflict of Interests" you may still need to complete Section 2 and 3.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection

(a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor ($177,412.00], to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One:

____X_____ No Conflicts Of Interest

_____ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

RETURN WITH SUBCONTRACT

Section 2: Disclosure of Financial Interest in the Vendor.

This applies to all sub-contracts with an annual value exceeding $25,000 that must be procured using one of the authorized competitive methods of source selection. Complete the appropriate subsections.

Subcontractors (consultants) must complete subsection (a), (b) or (c) below as applicable if the annual value exceeds $25,000. Use (c) if you do not meet the requirements for (a) or (b). In addition, all Vendors must complete Section 3.

(a) Publicly traded corporations subject to SEC reporting requirements

(a-1) Subcontractors (consultants) shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k _____, 20f _____, or 40f _____.

(a-2) Subcontractors (consultants) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(b) Privately held corporations with more than 200 shareholders

(b-1) These subcontractors (consultants) may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code.

(b-2) Subcontractor (consultant) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(c) General disclosure. Individuals, sole proprietorships, partnerships and any others not qualified to use subsection (a) or (b) above must complete (c-1), (c-2), and (c-3) as appropriate.

(c-1) For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use separate forms for each individual.

RETURN WITH SUBCONTRACT

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
   ☒ Yes ☐ No

2. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
   ☐ Yes ☒ No

3. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
   ☐ Yes ☒ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
   ☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 15%. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

   0.5% or less_____>0.5 to 1.0% _____>1.0 to 2.0%_____ >2.0 to 3.0 %_____> 3.0 to 4.0%_____%

   >4.0 to 5.0%_____and in additional 1% increments as appropriate _____%

If you responded yes to any of the questions 1 – 4 above, Please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☒ Partnership ☐ Other (explain)_____

Name: Gerald W. Heimsoth

Address: [redacted]

(c-2) In relation to individuals identified in c-1 above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section (attach additional pages as necessary). If no individual has been identified in c-1 above, mark not applicable (n/a) here ___.

EXHIBIT "I"
PAGE 137 OF 524

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☒

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

RETURN WITH SUBCONTRACT

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
   ☒ Yes ☐ No

2. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
   ☐ Yes ☒ No

3. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
   ☐ Yes ☒ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
   ☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: _____9%_____. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

   0.5% or less_____>0.5 to 1.0% _____>1.0 to 2.0%_____ >2.0 to 3.0 %_____> 3.0 to 4.0%_____%

   >4.0 to 5.0%_____and in additional 1% increments as appropriate _____%

If you responded yes to any of the questions 1 – 4 above, Please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☒ Partnership ☐ Other (explain)_____

Name:_____Salvatore Di Bernardo_____

Address:_____[redacted]_____

_____[redacted]_____

(c-2) In relation to individuals identified in c-1 above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section (attach additional pages as necessary). If no individual has been identified in c-1 above, mark not applicable (n/a) here ___.

EXHIBIT "1"
PAGE 139 OF 524

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☒

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

RETURN WITH SUB-CONTRACT

Section 3: Current and Pending Contracts
Subcontractors (consultants) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number. (Attach additional pages as necessary. Show "none" if appropriate.)

This information is submitted on behalf of: _Ciorba Group, Inc._____

(Name of Vendor)

Official authorized to sign on behalf of subcontractor (consultant):

Name (printed) __Gerald W. Heimsoth_____ Title_ President_____

Signature [redacted] Date_____03/06/12_____

EXHIBIT "1"
PAGE 141 OF 524

Agency Name	Number	Description	Status
Illinois Tollway	PSB 11-2	I-90 over the Kishwaukee River	Contract
Illinois Tollway	PSB 11-4	PSB 11-4, Item 3 (Sub to HDR)	Contract Pending
Illinois Tollway	PSB 11-4	PSB 11-4, Item 12 (Sub to Knight)	Contract Pending
Illinois Department of Transportation	136/16	CH 8 St. George Road over I-57 TSL	Contract
Illinois Department of Transportation	136/16	Lary Power Rd over I-57 TSL	Contract
Illinois Department of Transportation	140/021	US 6 over Schafter Creek	Contract
Illinois Department of Transportation	146/002	IL 171	Contract
Illinois Department of Transportation	151/056	State Wide Structural Service	Contract
Illinois Department of Transportation	153/030	I-80	Contract
Illinois Department of Transportation	155/026	John Deere Road (IL 5)	Contract
Illinois Department of Transportation	156/020	IL-50 over the Cal-Sag Channel	Contract
Illinois Department of Transportation	161/005	Various/Various	Contract
Illinois Department of Transportation	PTB 163	Items 4,6,8,9,26,28	Proposal

Project No.: I-11-4026 **Consultant:** Ciorba Group, Inc.

Date: 3/1/2012

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (See note 1 below)	Current Hourly Rate	Classification Average Rate (see note 2 below)	Eligible For Prem. O/T?
Project Principal	Gerald Heimsoth	70.00	70.00	
Project Manager	Salvatore DiBernardo	70.00	70.00	
Lead Structural Engineer	David Liu	59.00	59.00	
Project Engineer - Roadway	Matt Lehan	56.00	56.00	
Construction Coordinator	Duane O'Laughlin	58.00	58.00	
Senior Engineer	William Lancaster	38.00	41.58	
	Mark Thomas	45.15		
Project Engineer -Structural/Bridge Insp. Team Leader	Brett Sauter	45.00	45.00	
Engineer	Eric Spina	28.50	28.44	
	Jon Kjellman	27.00		
	Robert Rado	31.25		
	Kyle Johnson	27.00		
Structures Engineer	Semme Yilma	26.00	30.00	
	Ming-Huang Teng	34.00		
Bridge Inspector	Nikolay Tumbev	30.60	30.60	
Senior CADD Technician	Ray Danley	38.25	38.25	
Project Engineer - Lighting	Joe Vondra	48.00	48.00	
Water Resources Manager	Tony Wolff	54.00	54.00	
Project Engineer - Water Resources	Dayne Morris	40.50	40.50	
Senior Water Resources Engineer	Alexander Lau	33.10	33.10	
Administrative Services	Amy Amato	13.00	13.00	

*** Exhibit C-1 is a comprehensive list of classifications of company employees.**

(1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included. Date Revised 02/11/10

(2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.

Project Number: I-11-4026 **Consultant:** Ciorba Group, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2012												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Manager							4		4				8
CCM													
Lead Structural Engineer							64		64				128
Project Engineer - Structural							94		94				188
TOTALS							162		162				324

Notes:

1.) Use as many pages as required to show the entire schedule for this project.
2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Data Revised 04/01/12

EXHIBIT "1"
PAGE 144 OF 254

Project Number: I-11-4026 **Consultant:** Ciorba Group, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2013												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Manager			4	4									8
CCM													
Lead Structural Engineer			64	64									128
Project Engineer - Structural			94	94									188
TOTALS			162	162									324

Notes:

1.) **Use as many pages as required to show the entire schedule for this project.**
2.) **The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3**

Date Revised 04/01/12

EXHIBIT "1" PAGE 115 OF 129

Project Number: I-11-4026 **Consultant:** Ciorba Group, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2014												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Manager			2		2		2		2				8
CCM													
Lead Structural Engineer			12		12		10		10				44
Project Engineer - Structural			28		28		30		30				116
TOTALS			42		42		42		42				168

Notes:

1.) **Use as many pages as required to show the entire schedule for this project.**
2.) **The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3**

Date Revised 04/01/12

EXHIBIT "1" PAGE 14 OF 52

Project Number: I-11-4026 **Consultant:** Ciorba Group, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Manager													
CCM													
Lead Structural Engineer													
Project Engineer - Structural													
TOTALS													0

Notes:

1.) **Use as many pages as required to show the entire schedule for this project.**
2.) **The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3**

Date Revised 04/01/12

EXHIBIT "L" PAGE 147 OF 524

Project No. I-11-4026 **Consultant:** Ciorba Group, Inc.

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: (From Exhibit C-3)	816.00	**Total Dollars:** (From Exhibit C-3)	$ 42,857.00
Multiplier to be used on this project: Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)			2.80
DIRECT REGULAR SALARY TIMES MULTIPLIER			$ 119,999.60

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

TOTAL DIRECT COSTS	$ 1,117.20

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) (Do not including estimated additional services)	$ -
Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) (Do not including estimated additional services)	$ -
TOTAL SERVICES BY OTHERS	$ -

D. ADDITIONAL SERVICES (prime and subconsultants) (Requires prior authorization before use)	$ -
E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)	**$ 121,116.80**

Date Revised 04/01/12

Project No.: I-11-4026 **Consultant:** Ciorba Group, Inc.

Date: 3/1/2012

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible For Prem. O/T?
Project Principal	Gerald Heimsoth	70.00	70.00	
Project Manager	Salvatore Di Bernardo	70.00	70.00	
Lead Structural Engineer	David Liu	59.00	59.00	
Project Engineer - Roadway	Matt Lehan	56.00	56.00	
Construction Coordinator	Duane O'Laughlin	58.00	58.00	
Senior Engineer	William Lancaster	38.00	41.58	
	Mark Thomas	45.15		
Project Engineer - Structural/Bridge Insp. Team Leader	Brett Sauter	45.00	45.00	
Engineer	Eric Spina	28.50	28.44	
	Jon Kjellman	27.00		
	Robert Rado	31.25		
	Kyle Johnson	27.00		
Structures Engineer	Semme Yilma	26.00	30.00	
	Ming-Hung Teng	34.00		
Bridge Inspector	Nikolay Tumbev	30.60	30.60	
Senior CADD Technician	Ray Danley	38.25	38.25	
Project Engineer - Lighting	Joseph Vondra	48.00	48.00	
Water Resources Manager	M. Anthony Wolff	54.00	54.00	
Project Engineer - Water Resources	Dayne Morris	40.50	40.50	
Senior Water Resources Engineer	Alexander Lau	33.10	33.10	
Administrative Services	Amy Amato	13.00	13.00	

* Exhibit C-1 is a comprehensive list of classifications of company employees.

(1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.

(2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.

(3) Use as many sheets as necessary to show classifications.

Date Revised 04/01/12

Project No.: I-11-4026

Consultant: Ciorba Group, Inc.

Date: 4/1/2012

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 27 NO. OF MONTHS

SCHEDULED START DATE: 7/1/2012

RAISE DATE: 12/31/2012

PERCENT OF RAISE: 3%

ESCALATION PER YEAR

7/1/2012 - 12/30/2012	12/31/2012 - 12/30/2013	12/31/2013 - 9/30/2014	-	-
Date Date	Date Date	Date Date	Date Date	Date Date
6.0	12.0	9.0		
27.0	27.0	27.0	27.0	27.0
22.22%	45.78%	35.36%		
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

The escalation factor for this project is: 103.36%

EXHIBIT "1"
PAGE 150 OF 234

Date Revised 04/01/12

Project No.: I-11-4026 **Consultant:** Ciorba Group, Inc.

Date: 4/1/2012 **Total Escalation Factor from C-2:** 103.36%

EXHIBIT C-3: DIRECT LABOR CALCULATION

Classification (From Exhibit C-1)	(1) Current Average Hourly Rate (From Exhibit C-1) (SEE NOTE 1 BELOW)	(2) Escalated Average Hourly Rate (SEE NOTE 2 BELOW)	(3) Estimated Work Hours (Including Overtime)	Direct Labor Extension (Col. 2 x Col. 3)
Project Principal	$70.00	$70.00		
Project Manager	$70.00	$70.00	24.00	$ 1,680.00
Lead Structural Engineer	$59.00	$60.98	300.00	$ 18,294.00
Project Engineer - Roadway	$56.00	$57.88		
Construction Coordinator	$58.00	$59.95		
Senior Engineer	$41.58	$42.98		
Project Engineer - Structural/Bridge Insp.	$45.00	$46.51	492.00	$ 22,883.00
Engineer	$28.44	$29.40		
Structures Engineer	$30.00	$31.01		
Bridge Inspector	$30.60	$31.63		
Senior CADD Technician	$38.25	$39.54		
Project Engineer - Lighting	$48.00	$49.61		
Water Resources Manager	$54.00	$55.82		
Project Engineer - Water Resources	$40.50	$41.86		
Senior Water Resources Engineer	$33.10	$34.21		
Administrative Services	$13.00	$13.44		

Total Estimated Work Hours: 816.00
Must Match Exhibit A

Total Direct Labor: $ 42,857.00

Average Hourly Rate: $ 52.52

(1) **Average Hourly Rate per classification from C1.** Hard enter this number. DO NOT insert a formula.
* **Average Hourly Rates cannot exceed applicable salary caps.**

(2) **Current Average Hourly Rate x Escalation Factor.** No escalation factor is allowed for employees at or above the salary cap rate

Date Revised 04/01/12

Project No. I-11-4026 Consultant: Ciorba Group, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. **VEHICLE REIMBURSEMENT**

Daily Rate	$ 45.00 (Includes Tolls)	X	_____ (No. of Days)	$ -
Mileage	$ 0.510 (Mileage Rate)	X	720 (No. of Miles)	$ 367.20

(Use mileage rate found at:
http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

TOTAL VEHICLE REIMBURSEMENT $ 367.20

B. **ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here:** $ 750.00
http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

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

DIRECT COST CATEGORY	

Date Revised 04/01/12 **TOTAL ITEMIZED DIRECT COSTS** $ -

Project No. I-11-4026 Consultant: Ciorba Group, Inc.

EXHIBIT D (Continued)

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

D. PREMIUM OVERTIME

Classification	Estimate of Overtime Hours	Escalated Hourly Rate (Premium Portion Only) (SEE NOTE 1 BELOW)	Premium Overtime Dollars (Hours x Rate)

TOTAL PREMIUM OVERTIME $ -

(1) Premium portion is equal to 1/2 of the escalated average hourly rate for the classification. This number is to be hard entered. DO NOT enter a formula

ALLOWABLE DIRECT COSTS

08.01.2008

The following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Daily Rate (owned or leased the same)	$45/day (Maximum) Including Tolls
Overtime	Premium portion
Tolls	Actual Cost
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of $15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Mobile Phone (for traffic system implementation)	
Telephone Usage (for traffic system monitoring)	
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
  http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.

- On all agreements authorization after January 1, 2005, GPS Equipment is considered tools of the trade.

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:	
Cell Phones (maximum of 3 without additional approval. Personal phones that do not remain on the job site are not allowable)	$70/month/phone (Maximum)
Radio Communication	Actual Cost
2-way Radio	Actual Cost
Vehicles (Only for Vehicles assigned to project) DAILY RATE ONLY	$45/day (Maximum) Including Tolls
The number of days will be calculated as follows: For extended stay**- Number of days on job site plus one Day to travel to and from job site Weekly (hotel) – Number of days on job site plus one day to Travel to and from job site per week.	
Shift Differential	Actual Cost based on firm policy

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

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

Project No. I-11-4026 **Consultant:** Ciorba Group, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Manager: Salvatore Di Bernardo

Classification: Project Manager

Lead Structural Engineer: David Liu

Classification: Lead Structural Engineer

Project Engineer - Strucutral: Brett Sauter

Classification: Project Engineer - Structural

Construction Engineer:

Classification:

Resident Engieer:

Classification:

Documentation Engineer:

Classification:

Project Structural Engineer:

Classification:

Project Drainage Engineer:

Classification:

Senior Engineer:

Classification:

Others:

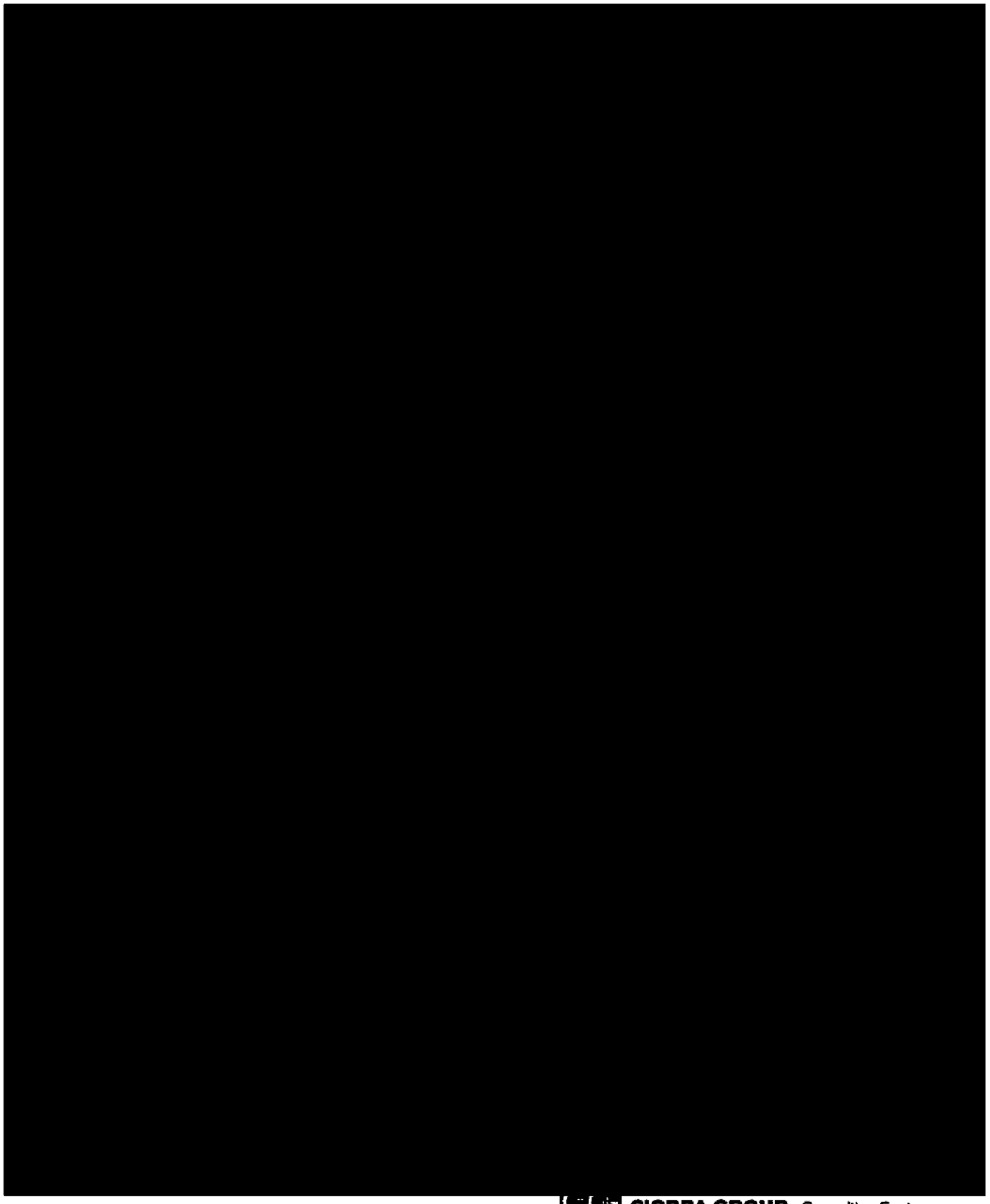
List all key personnel titles that are applicable to this project.

Attach resumes of all key personnel

Date Revised 04/01/12

Salvatore Di Bernardo, PE, SE

Project Manager



Salvatore Di Bernardo, PE, SE

Project Manager

[redacted]

David Liu, Ph.D., PE, SE
Lead Structural Engineer

[redacted]

CIORBA GROUP Consulting Engineers

David Liu, Ph.D., PE, SE
Lead Structural Engineer

[redacted]

Brett Sauter, PE, SE
Project Engineer - Structural

[redacted]

Brett Sauter, PE, SE

Project Engineer - Structural

[redacted]

Ciorba Group, Inc.

Exhibit F

Scope of Work

Design and Construction Project Management
I-294 / I-57
Tri-State Tollway M.P. 7.6 (I-57)

Contract No. I-11-4026

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This contract is for Phase II Design and Phase III Construction Project Management Services on the Tri-State Tollway and I-57 interchange in Cook County, Illinois. The Consultant shall assist the Tollway in design management services for design contracts associated with the I-294 / I-57 interchange. The Consultant shall also provide corridor construction management services (CCM) for all construction contracts and construction management service (CM) on selected construction contracts within these limits. The Tollway will determine the number of construction management contracts for this project at a future date. This consultant should consider that they will perform CCM throughout the duration of the construction and they will perform CM services for construction contracts throughout the duration of construction.

The Consultant will perform on-site inspection, review layout of contract including design changes, provide geotechnical inspection and testing, prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway specifications. The Consultant must complete and submit final measurements, calculations and final contract documents to the Tollway no later than six (6) weeks after completion of Punch List for the project. The Consultant must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the ICAPP Manual. All CADD file documents shall be required to contain all record drawing modifications.

Construction Contracts

Work within the entire project corridor has been established as a series of construction contracts under two primary construction phases. Construction Phase I has been developed to primarily accommodate construction of northbound to northbound movements between I-294 and I-57. There are currently nine (9) individual construction contracts anticipated as part of Phase I of the interchange construction program. Three of the construction contracts have been let by IDOT and are currently underway. The final number of contracts needed for the program is to be determined as final design is developed. The work identified in Construction Phase I of the program is included under this original professional services agreement.

There are five (5) construction contracts currently anticipated for a deferred Construction Phase II of the program which have yet to be scheduled. Construction Phase II is intended to generally accommodate completion of interchange construction of southbound to southbound movements between I-294 and I-57, and additional improvements along I-57. Future accommodation for Design and Construction Project Management Services for Construction Phase II contracts will be at the option of the Tollway as a supplement to this agreement.

The anticipated contracts and schedules are as follows:

Contract Designation	Contract Description	Construction Schedule
IDOT		
1	I-57 Bridge over I-294, I-57 Median (S limit of I-57 to I-294)	03/11 – 11/12
2	Kedzie Avenue Bridge over I-57	04/12 – 11/12
10	147th Street from Kedzie Ave. to Dixie Hwy	08/12 – 11/13
PHASE I		
3A	Dixie Creek Realignment	04/12 – 04/13
3	NB I-57 (south limit of I-57 to I-294), Ramp B NB CD Road B (to North limit I-294)	11/12 – 10/14
4	SB I-57 (south limit of I-57 to I-294), Ramp M, SB CD Road M (to N limit of I-294)	11/12 – 10/14
4A	Toll Plazas (to NB I-294 on CD Road B) and (to SB I-57 on CD Road M)	08/13 – 10/14
11A	Tri-State Tollway (I-294) Bridges over 147th Street	06/12 – 11/13
11B	Ramp X and Ramp N	03/13 – 10/13
PHASE II		
5	Ramp C and Ramp F2	TBD
6	I-57 Median (I-294 to N limit of I-57)	TBD
7	I-57 SB (I-294 to N limit of I-57), includes CD Road C, Ramp F1, Partial Ramp E	TBD
8	I-57 NB (I-294 to N limit of I-57), includes CD Road A, Ramp H, Partial Ramps J and K	TBD
9	Ramp D and Ramp L	TBD

II. DESIGN PROJECT MANAGEMENT (DM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

The design for the projects identified under Construction Phase I are currently underway through a consultant contract being administered by IDOT. The Design Manager (DM) will be responsible for coordination of the design work for the Tollway. The design of projects identified under Construction Phase II contracts has not yet been started. It is anticipated that all future design contracts will be directed by the Tollway and may also be coordinated by the Design Manager (DM).

As part of the DM team, Ciorba is to provide assistance as needed to the Tollway Project Manager with the following tasks:

1. Provide constructability reviews of complex structure plans during design phase.
2. Review erection plans for complex structures prepared by designer or contractor. Review shall include documentation of comments and make recommendation for approval or rejection of the plan.
3. Provide structural engineering support as needed.

Attachment A

Web-based Project Management System

The Illinois Tollway has a Web-based Project Management System (System) that will be used by project participants on Tollway CRP projects. The System provides a number of benefits to the project participants, including:

1) Simplification of communications.
2) Automated tracking of time-sensitive items.
3) Automated reporting.
4) Common Document management and storage as electronic documents will reside in a central repository.
5) Audit Trail of information so project participants will be able to determine who did what and when.
6) Real-time access and exchange of information.
7) Easy, secure, 24/7 access to project information over the Internet via a computer and an Internet browser.

The successful Consultant must establish broadband Internet connectivity in order to effectively utilize the System (T1 is recommended) and must comply with all work instructions and procedures relating to its use. The consultant must furnish all hardware and software required to effectively utilize the System, including personal computers, peripheral software, virus protection software, System plug-ins, ActiveX installation, firewall configuration and high-speed document scanners. The consultant will be solely responsible for coordination between its subconsultants and suppliers, and the System. All document transmittals and written communications from the Consultant to the Illinois Tollway must be made electronically to the System. In certain cases where "wet signatures" and/or stamps are required by the Tollway, document transmittals must be made simultaneously via the System for the record and by traditional means for paper documents, unless the consultant is directed otherwise in writing by the Tollway. Once stamped/signed documents have been obtained, they must be scanned and uploaded to the System for record.

All consultant, subconsultant and supplier employees who will use the web-based system must complete the training provided by the Tollway prior to having access to the system. A valid e-mail address must be provided prior to training session. The consultant agrees to comply with all terms and conditions associated with use of the web-based project management system.

1.0 Consultant shall utilize ISTHA web-based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.

2.0 Within 14 calendar days of Notice to Proceed, Consultant shall designate a website manager (coordinator) who is to be the point of contact with ISTHA website implementation and support staff.

3.0 Consultant is required but not limited to submit the following using the System:

3.1. Submit schedule, submittals shall be processed using the System to provide a record of activity.

3.2. Progress Reports

3.3. Inspection Reports

3.4. Requests for information, project clarifications, general communication and project related issues.

3.5. Meeting agendas, no later than 3 days before meeting

3.6. Minutes of meetings, no later than 3 days after each progress meeting date, distribute copies of minutes via the System to each party present and to other parties who should have been present. Include a brief summary in narrative form of progress since the previous meeting and report.

4.0 Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:

4.1. Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf), black and white with maximum resolution of 200pdi using CCITT Group 4 (2d Fax) compression.

4.2. Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.

4.3. Electronic photographs shall be submitted in JPEG (.jpg)file format, sized at a minimum resolution of 1024x768 pixels.

4.4. Grayscale or color photo images that are scanned shall be saved in JPEG (.jpg) file format with medium to low quality compression at a minimum resolution of 200 dpi.

4.5. Product data that is available for download from the Manufacturer's website, that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

System Requirements	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0
Processor Speed	2.0 GHzor greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5 Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners[6]	
Medium Format Scanner[1]	Canon DR-5020 Document Scanner or equal
Medium Format Scanner[1]	Canon DR-5080C Document Scanner or equal
Medium Format Scanner[1]	Fujitsu M 4097D IPC Document Scanner or equal
Medium Format Scanner[1]	Fujitsu M 4097D VRS Document Scanner or equal
Medium Format Scanner[1]	Epson GT-30000 Document Scanner or equal
Large Format Scanner[1]	Océ TDS610 36" Monochrome Scanner or equal
Large Format Scanner[1]	Océ TDS810 36" Monochrome Scanner or equal
Large Format Scanner[1]	Vidar Select P36 Color Scanner or equal
Large Format Scanner[1]	Vidar Select MP36 MonochromeScanner or equal
Required Additional Software	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader[2]
Portable Document Format(.PDF) file generator	Adobe Acrobat[3]
ZIP File compression utility	WinZip[4] or equal

[1] Large and medium format scanning may also be outsourced to a digital reproduction house in your locale.

[2] Adobe Acrobat Reader is free software available for download at http://www.adobe.com/

[3] Adobe Acrobat is not free software and must be purchased. At least one copy of the software must be purchased by the Consultant and must reside on a PC accessible to all users within the Consultant's office. The purchase and installation of multiple copies is recommended.

[4] A fully functional evaluation version of WinZip is available for download at http://www.winzip.com/, alternative free file compression utility is 7-zip available at http:''www.7-zip.org/

: **Note:** The scanner models specified meet the requirements of website usage and are provided for information purposes only. Scanner models may change or be discontinued by the manufacturer.

I-11-4026

Ciorba Group

EXHIBIT G

CURRENT OBLIGATIONS FOR PROJECTS

Total Work as Prime Consultant

	Total AGR Amount (000's)	Fee Remaining To Be Earned					
		0-6 Months		7-18 Months		>18 Months	
		Design	Constr.	Design	Constr.	Design	Constr.
City of Chicago	4303	90	250	500	228	200	0
Illinois Department of Transportation	8233	1578	0	2022	0	1232	0
All Other Work (Public & Private)	6211	463	588	294	1344	17	573
ISTHA PTB 11-2, Item No. 4	2555	1555	0	1000	0	0	0
Total		3686	838	3816	1572	1449	573

Total Work as Subconsultant

	Total AGR Amount	Fee Remaining To Be Earned					
		0-6 Months		7-18 Months		>18 Months	
		Design	Constr.	Design	Constr.	Design	Constr.
HDR (ISTHA PTB 11-4, Item No. 3)	1900	400	0	800	0	700	0

Date Revised 04/01/12

Project No. I-11-4026 Consultant: Ciorba Group, 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.

DBE/MBE/WBE SUBCONSULTANTS

1 _____

Direct Labor	$ -
Direct Costs	$ -
Services by Others	$ -
Additional Services **	$ -
Maximum Allowable Fee (ULC)	$ -

2 _____

Direct Labor	$ -
Direct Costs	$ -
Services by Others	$ -
Additional Services **	$ -
Maximum Allowable Fee (ULC)	$ -

3 _____

Direct Labor	$ -
Direct Costs	$ -
Services by Others	$ -
Additional Services **	$ -
Maximum Allowable Fee (ULC)	$ -

4 _____

Direct Labor	$ -
Direct Costs	$ -
Services by Others	$ -
Additional Services **	$ -
Maximum Allowable Fee (ULC)	$ -

5 _____

Direct Labor	$ -
Direct Costs	$ -
Services by Others	$ -
Additional Services **	$ -
Maximum Allowable Fee (ULC)	$ -

6 _____

Direct Labor	$ -
Direct Costs	$ -
Services by Others	$ -
Additional Services **	$ -
Maximum Allowable Fee (ULC)	$ -

7 _____

Direct Labor	$ -
Direct Costs	$ -
Services by Others	$ -
Additional Services **	$ -
Maximum Allowable Fee (ULC)	$ -

8 _____

Direct Labor	$ -
Direct Costs	$ -
Services by Others	$ -
Additional Services **	$ -
Maximum Allowable Fee (ULC)	$ -

9 _____

Direct Labor	$ -
Direct Costs	$ -
Services by Others	$ -
Additional Services **	$ -
Maximum Allowable Fee (ULC)	$ -

10 _____

Direct Labor	$ -
Direct Costs	$ -
Services by Others	$ -
Additional Services **	$ -
Maximum Allowable Fee (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: 0.00%

Date Revised 04/01/12

Project No. I-11-4026 Consultant: Clarke Group, 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 _____

Direct Labor	$ -
Direct Costs	$ -
Services by Others	$ -
Additional Services **	$ -
Maximum Allowable Fee (ULC)	$ -

2 _____

Direct Labor	$ -
Direct Costs	$ -
Services by Others	$ -
Additional Services **	$ -
Maximum Allowable Fee (ULC)	$ -

3 _____

Direct Labor	$ -
Direct Costs	$ -
Services by Others	$ -
Additional Services **	$ -
Maximum Allowable Fee (ULC)	$ -

4 _____

Direct Labor	$ -
Direct Costs	$ -
Services by Others	$ -
Additional Services **	$ -
Maximum Allowable Fee (ULC)	$ -

5 _____

Direct Labor	$ -
Direct Costs	$ -
Services by Others	$ -
Additional Services **	$ -
Maximum Allowable Fee (ULC)	$ -

6 _____

Direct Labor	$ -
Direct Costs	$ -
Services by Others	$ -
Additional Services **	$ -
Maximum Allowable Fee (ULC)	$ -

7 _____

Direct Labor	$ -
Direct Costs	$ -
Services by Others	$ -
Additional Services **	$ -
Maximum Allowable Fee (ULC)	$ -

8 _____

Direct Labor	$ -
Direct Costs	$ -
Services by Others	$ -
Additional Services **	$ -
Maximum Allowable Fee (ULC)	$ -

9 _____

Direct Labor	$ -
Direct Costs	$ -
Services by Others	$ -
Additional Services **	$ -
Maximum Allowable Fee (ULC)	$ -

10 _____

Direct Labor	$ -
Direct Costs	$ -
Services by Others	$ -
Additional Services **	$ -
Maximum Allowable Fee (ULC)	$ -

** Additional services funds require prior authorization before use

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

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

Date Revised 04/01/12

Dynasty Group, Inc.

RETURN WITH SUBCONTRACT

SUBCONTRACTOR/CONSULTANT REQUIRED DISCLOSURES

Pursuant to Procurement Code 30 ILCS 500/20-120, any contract granted under this Code shall state whether the services of a subcontractor (consultant) will or may be used. To the extent that the information is known, the contract shall include the names and addresses of all subcontractors (consultants) and the expected amount of money each will receive under the contract. Firms shall provide copies of all subcontract agreements with a contract value greater than $25,000 as soon as possible upon notice of a Tollway award, but not later than 20 days from the date the Tollway executes the contract (generally the Notice-to-Proceed date) or after execution of the subcontract, whichever is later.

Subcontractors (consultants) of all tiers with a proposed contract value greater than $25,000 must also complete and submit the Subcontractor/Consultant Certification/Disclosure forms to the Firm awarded the Tollway contract, if they intend to participate in the contract. Firms awarded the Tollway contract must submit these forms within the preceding timeframes.

Subcontract agreements and Certification/Disclosure Forms must be submitted in Adobe Acrobat® .pdf file format on a Compact Disk (CD) to the State Purchasing Officer (SPO) through the General Manager of Engineering at 2700 Ogden Ave., Downers Grove, IL 60515. Publicly traded companies may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the Certification/Disclosure Forms but must still submit eligible subcontractor (consultant) agreements.

All Disclosures shall be signed and made under penalty of perjury by an authorized officer or employee on behalf of the bidder or offeror and all Financial Disclosures and Potential Conflicts of Interest will be filed with the Procurement Policy Board (PPB).

All Firms required to submit Disclosures who have entered into multi-year contracts or sub-contracts shall certify by July 1st of each fiscal year covered by the contract, after the initial fiscal year, to the State Purchasing Officer (SPO) through the General Manager of Engineering at 2700 Ogden Ave., Downers Grove, IL 60515 by submitting either revised forms (in Adobe Acrobat® .pdf file format) or an affidavit that there is no change that it continues to satisfy the requirements of Article 50 of the Procurement Code pertaining to eligibility for a contract award.

EXHIBIT "I"
PAGE 175 OF 524

RETURN WITH SUBCONTRACT

Tollway Contract Number: I-11-4026
Subcontractor (Consultant) Firm Name: Dynasty Group, Inc.
Prime Contractor (Consultant) Firm Name: Knight E/A, Inc.

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTS

Article 50 of the Illinois Procurement Code establishes the duty of all State Chief Procurement Officers, State Purchasing Officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.

The certifications hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed should the Illinois Tollway approve the subcontractor. The Chief Procurement Officer may terminate or void the sub-contract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification.

Section 50-2 of the Illinois Procurement Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year sub-contract shall certify, by July 1st of each fiscal year covered by the contract after the initial fiscal year, to the responsible Chief Procurement Officer whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subconsultant is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subconsultant that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

A. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

(a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:

(1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or

(2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

(b) Businesses. No business shall be barred from contracting with any unit of State or local government, or sub-contracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

(1) the business has been finally adjudicated not guilty; or

(2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract to which the sub-contract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

(c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

(d) Certification. Every bid submitted to and contract executed by the Illinois Tollway, and every sub-contract subject to Section 20-120 of the Procurement Code shall contain a certification by the contractor or the subconsultant, respectively, that the contractor or subconsultant is not barred from being awarded a contract or sub-contract under this Section and acknowledges that the Chief Procurement Officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

2. The contractor or subconsultant certifies that it is not barred from being awarded a contract under Section 50.5.

B. Felons

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, or enter into a sub-contract, from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

2. Certification. Every bid submitted to and contract executed by the State and every sub-contract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder or contractor or subconsultant, respectively, that the bidder, contractor, or subconsultant is not barred from being awarded a contract or sub-contract under this Section and acknowledges that the Chief Procurement Officer may declare the related contract void if any of the certifications required by this Section are false.

C. Debt Delinquency

1. The Illinois Procurement Code provides:

Section 50-11 and 50-12. Debt Delinquency. The contractor, bidder or subconsultant, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or sub-contract under the Procurement Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a sub-contract, if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency, or entering into a sub-contract, if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The bidder, contractor or subconsultant, respectively, further acknowledges that the Chief Procurement Officer may declare the related contract void if this certification is false or if the bidder, contractor, or subconsultant, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

D. Prohibited Bidders, Contractors and Subconsultants

1. The Illinois Procurement Code provides:

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subconsultants.
The bidder, contractor or subconsultant, respectively, certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every sub-contract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subconsultant, respectively, that the bidder, contractor, or subconsultant is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

E. Section 42 of the Environmental Protection Act

The bidder, contractor or subconsultant, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subconsultant, is not barred from being awarded a contract or entering into a sub-contract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any sub-contract, that is subject to the Procurement Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder, contractor or subconsultant, respectively, acknowledges that the Chief Procurement Officer may declare the contract void if this certification is false.

The undersigned, on behalf of the sub-contracting company, has read and Understands the above certifications and makes the certifications as required by law.

Dynasty Group, Inc.
Name of Subcontracting Company

[redacted]
Authorized Officer

03132012
Date

RETURN WITH SUBCONTRACT

Tollway Contract Number: I-11-4026
Subcontractor (Consultant) Firm Name: Dynasty Group, Inc.
Prime Contractor (Consultant) Firm Name: Knight E/A, Inc.

FINANCIAL SUBCONTRACTOR (CONSULTANT) DISCLOSURES

Instructions. The Illinois Procurement Code requires that vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information that is specified below **(30 ILCS 500/50-13 and 50-35 a,b,h).**

Vendor shall disclose the financial interest, potential conflict of interest and contract information identified in Sections 1, 2, 3 and 4 below as a condition of receiving an award or contract. Please submit this information along with your bid or offer.

Section 1 applies to all contracts regardless of dollar amount. Sections 2, 3 and 4 apply to contracts with an annual value exceeding $25,000 that must be procured using one of the authorized competitive methods of source selection.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures (sections 2, 3, and 4 below) must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

When determining ownership or distributive income shares, use the most current information that you consider reliable, but in no event for a period before your last completed fiscal period.

A designee may submit this form on behalf of the vendor (or its parent). However, that person must have verified the information with each affected individual.

The disclosures herein after made by the subcontractor (consultant) are each material representation of fact upon which reliance is placed. The subcontractor (consultant) further certifies that the Illinois Tollway has received the disclosure forms for each sub-contract.

A. Financial Interest and Conflicts of Interest

Vendor has disclosed if required, on forms provided by the State Agency, and agrees it is under a continuing obligation to disclose to the State Agency, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State Agency officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State Agency if required, on forms provided by the State Agency, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:

a) the person intending to contract with the State Agency, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently $106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);

b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently $177,412.00).

c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently $354,824.00) from the firm, partnership, association or corporation.

Vendor acknowledges that the State Agency may declare this Contract void without any additional compensation due to the Vendor if this certification is false or if the Act or Order is violated. VENDOR (show Company name and DBA)

VENDOR (show Company name and DBA)

Dynasty Group, Inc.

Signature [redacted]

Printed Name: Zhong Chen

Title President Date 03132012

Address 205 W.Wacker Drive, Suite 1450

Chicago, IL 60606

CONFLICT OF INTEREST DISCLOSURES

Instructions. Vendor shall disclose with the Offer financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35).

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor:_____

D/B/A (if used):_____

Name of any Parent Organization:_____

RETURN WITH SUBCONTRACT

Section 1: Section 50-13 Conflicts of Interest

Subcontractors (consultants) whose contract value is greater than $25,000 must complete this section. Even if you mark "No Conflict of Interests" you may still need to complete Section 2 and 3.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection

(a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor ($177,412.00], to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One:

X_____ No Conflicts Of Interest

_____ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

RETURN WITH SUBCONTRACT

Section 2: Disclosure of Financial Interest in the Vendor.

This applies to all sub-contracts with an annual value exceeding $25,000 that must be procured using one of the authorized competitive methods of source selection. Complete the appropriate subsections.

Subcontractors (consultants) must complete subsection (a), (b) or (c) below as applicable if the annual value exceeds $25,000. Use (c) if you do not meet the requirements for (a) or (b). In addition, all Vendors must complete Section 3.

(a) Publicly traded corporations subject to SEC reporting requirements

(a-1) Subcontractors (consultants) shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k _____, 20f _____, or 40f _____.

(a-2) Subcontractors (consultants) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(b) Privately held corporations with more than 200 shareholders

(b-1) These subcontractors (consultants) may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code.

(b-2) Subcontractor (consultant) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(c) General disclosure. Individuals, sole proprietorships, partnerships and any others not qualified to use subsection (a) or (b) above must complete (c-1), (c-2), and (c-3) as appropriate.

(c-1) For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use separate forms for each individual.

RETURN WITH SUBCONTRACT

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
   ☒ Yes ☐ No

2. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
   ☐ Yes ☒ No

3. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
   ☐ Yes ☒ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
   ☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 100%. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

   0.5% or less_____>0.5 to 1.0% _____>1.0 to 2.0%_____ >2.0 to 3.0 %_____> 3.0 to 4.0%_____%

   >4.0 to 5.0%_____and in additional 1% increments as appropriate _____%

If you responded yes to any of the questions 1 – 4 above, Please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☒ Partnership ☐ Other (explain)_____

Name: Zhong Chen

Address: [redacted]

(c-2) In relation to individuals identified in c-1 above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section (attach additional pages as necessary). If no individual has been identified in c-1 above, mark not applicable (n/a) here ___.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☒

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

RETURN WITH SUB-CONTRACT

Section 3: Current and Pending Contracts

Subcontractors (consultants) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number. (Attach additional pages as necessary. Show "none" if appropriate.)

IDOT PTB 153-34

IDOT PTB 155-28

This information is submitted on behalf of: Dynasty Group, Inc.

(Name of Vendor)

Official authorized to sign on behalf of subcontractor (consultant):

Name (printed) Zhong Chen Title President

Signature [redacted] Date 03132012

Project Number: I-11-4026 **Consultant:** Dynasty Group, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2012												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project manager					2	2	2	2	2	2	2	2	16
Project Principal					1	1	1	1	1	1	1	1	8
Senior Engineer					160	160	160	160	160	160	160	120	1240
Technician										120	160	120	400
TOTALS					163	163	163	163	163	283	323	243	1664

Notes:
1.) Use as many pages as required to show the entire schedule for this project.
2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/01/12

EXHIBIT "1" PAGE 187 OF 324

Project Number: I-11-4026 **Consultant:** Dynasty Group, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2013												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project manager	2	2	2	1	1	1	1	1	1	1	2	2	17
Project Principal	1	1	1	1	1	1	1	1	1	1	1	1	12
Senior Engineer	120	120	120	160	160	160	160	160	160	160	120	120	1720
Technician	120	120	120	120	160	160	200	160	160	160	200	120	1800
TOTALS	243	243	243	282	322	322	362	322	322	322	323	243	3549

Notes:
1.) Use as many pages as required to show the entire schedule for this project.
2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/01/12

EXHIBIT "1"

Project Number: I-11-4026 **Consultant:** Dynasty Group, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2014												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project manager	2	2	2	1	1	1	1	1	1	1	2	2	17
Project Principal	1	1	1	1	1	1	1	1	1	1	1	1	12
Senior Engineer	120	120	120	160	160	160	120	120	120	120	120	160	1600
Technician	120	120	120	120	160	160	120	120	120	120	120	120	1520
TOTALS	243	243	243	282	322	322	242	242	242	242	243	283	3149

Notes:
1.) Use as many pages as required to show the entire schedule for this project.
2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/01/12

EXHIBIT "1" PAGE 182 OF 524

Project Number: I-11-4026 **Consultant:** Dynasty Group, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project manager													
Project Principal													
Senior Engineer													
Technician													
TOTALS													0

Notes:

1.) Use as many pages as required to show the entire schedule for this project.

2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/01/12

Project No. I-11-4026 **Consultant:** Dynasty Group, Inc

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: (From Exhibit C-3)	8,362.00	Total Dollars: (From Exhibit C-3)	$ 325,002.00
Multiplier to be used on this project: Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)			2.80
DIRECT REGULAR SALARY TIMES MULTIPLIER			$ 910,005.60

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

TOTAL DIRECT COSTS	$ 39,888.00

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) (Do not including estimated additional services)	$ -
Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) (Do not including estimated additional services)	$ -
TOTAL SERVICES BY OTHERS	$ -

D. ADDITIONAL SERVICES (prime and subconsultants)
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) **$ 949,893.60**

Date Revised 04/01/12

Project No.: I-11-4026 **Consultant:** Dynasty Group, Inc

Date: 4/3/2012

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible For Prem. O/T?
Project Principal	Zhong Chen	64.75	64.75	
Project manager	Aldo De La Haza	54.08	49.97	
	James Morton	48.08		
	Justin Krohn	45.00		
	Kevin Walsh	45.67		
	Stuart Schultz	57.00		
Land Surveyor	Vernon Stutman	46.80	46.80	
Senior Engineer	James Morton	48.08	42.55	
	Jesse Bruning	38.00		
	Justin Krohn	43.00		
	Kevin Walsh	45.67		
	Thomas Brenner	38.00		
Engineer	Aaron Johes	30.00	31.94	
	Byant A. Halman	30.00		
	Chaohan Zhang	28.85		
	Ding Chen	34.00		
	Jesse Bruning	38.00		
	Justin Monson	36.00		
	Mark Tilman	31.00		
	Mathew Rosa	32.50		
	Qi Zhao	30.00		
	Thomas Davis	29.00		
Junior Engineer	Lei Han	26.00	24.50	
	Patrick M Deboer	23.00		

* Exhibit C-1 is a comprehensive list of classifications of company employees.

(1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.

(2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.

(3) Use as many sheets as necessary to show classifications.

Date Revised 04/01/12

Project No.: I-11-4026 **Consultant:** Dynasty Group, Inc

Date: 04/03/2012

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible For Prem. O/T?
Senior Technician	Jaime Lopez	38.00	38.00	
	Jose Moreno	38.00		
Technician	Anthony Castillo	31.50	31.10	
	Bill Spencer	31.00		
	David Baumgartner	32.00		
	David Miketinas	29.00		
	Jason Sluzas	36.00		
	Joseph Pannarale	32.50		
	Max Nelson	32.00		
	Patrick Hartman	28.00		
	Scott Otta	29.00		
	Steven Barton	30.00		
Junior Technician	Brendon Stutzman	24.00	24.33	
	Chad Stuzman	26.00		
	Grzegorz Wolinski	23.00		
Interns	Chengyi Zhang	22.00	18.70	
	Daniel Schultz	21.00		
	Luigi Randazzo	16.00		
	Tabitha Ponte	18.00		
	Zhou Fang	16.50		
Project Adminstrator	Jeffrey Zarmin	31.00	28.11	
	Kristen Bouchard	30.00		
	Weiwei Wang	26.44		
	Xiaohui Song	25.00		
Administrative Assistant	Irmagene Williams	19.25	19.25	

* Exhibit C-1 is a comprehensive list of classifications of company employees.

(1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.

(2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.

(3) Use as many sheets as necessary to show classifications.

Date Revised 04/01/12

Project No.: I-11-4026

Consultant: Dynasty Group, Inc

Date: 04/03/2012

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 32 NO. OF MONTHS

SCHEDULED START DATE: 05/01/2012

RAISE DATE: 01/01/2013

PERCENT OF RAISE: 3%

ESCALATION PER YEAR

5/1/2012 - 12/31/2012	1/1/2013 - 12/31/2013	1/1/2014 - 12/31/2014		
Date Date	Date Date	Date Date	Date Date	Date Date
8.0	12.0	12.0		
32.0	32.0	32.0	32.0	32.0
25.00%	38.63%	39.78%		
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

The escalation factor for this project is: 103.41%

EXHIBIT "1"
PAGE 154 OF 524

Date Revised 04/01/12

Project No.: I-11-4026 Consultant: Dynasty Group, Inc

Date: 04/03/2012 Total Escalation Factor from C-2: 103.41%

EXHIBIT C-3: DIRECT LABOR CALCULATION

Classification (From Exhibit C-1)	(1) Current Average Hourly Rate (From Exhibit C-1) (SEE NOTE 1 BELOW)	(2) Escalated Average Hourly Rate (SEE NOTE 2 BELOW)	(3) Estimated Work Hours (Including Overtime)	Direct Labor Extension (Col. 2 x Col. 3)
Project Principal	$64.75	$66.96	32.00	$ 2,143.00
Project Manager	$49.97	$51.67	50.00	$ 2,584.00
Land Surveyor	$46.80	$48.40		
Senior Engineer	$42.55	$44.00	4,560.00	$ 200,640.00
Engineer	$31.94	$33.03		
Junior Engineer	$24.50	$25.34		
Senior Technician	$38.00	$39.30		
Technician	$31.10	$32.16	3,720.00	$ 119,635.00
Junior Technician	$24.33	$25.16		
Interns	$18.70	$19.34		
Project Administator	$28.11	$29.07		
Administrative assistant	$19.25	$19.91		

Total Estimated Work Hours: 8,362.00 (Must Match Exhibit A)

Total Direct Labor: $ 325,002.00

Average Hourly Rate: $ 38.87

(1) Average Hourly Rate per classification from C1. Hard enter this number. DO NOT insert a formula.

*** Average Hourly Rates cannot exceed applicable salary caps.**

(2) Current Average Hourly Rate x Escalation Factor. No escalation factor is allowed for employees at or above the salary cap rate

Date Revised 04/01/12

Project No. I-11-4026 Consultant: Dynasty Group, Inc

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. **VEHICLE REIMBURSEMENT**

Daily Rate	$ 45.00 (Includes Tolls)	X	740 (No. of Days)	$ 33,300.00
Mileage	$ 0.510 (Mileage Rate)	X	(No. of Miles)	$ -

(Use mileage rate found at:
http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

TOTAL VEHICLE REIMBURSEMENT $ 33,300.00

B. **ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here:** $ 6,588.00
http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

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

DIRECT COST CATEGORY	
TOTAL ITEMIZED DIRECT COSTS	

Project No. I-11-4026 Consultant: Dynasty Group, Inc

EXHIBIT D (Continued)

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

D. PREMIUM OVERTIME

Classification	Estimate of Overtime Hours	Escalated Hourly Rate (Premium Portion Only) (SEE NOTE 1 BELOW)	Premium Overtime Dollars (Hours x Rate)

TOTAL PREMIUM OVERTIME $ -

(1) Premium portion is equal to 1/2 of the escalated average hourly rate for the classification. This number is to be hard entered. DO NOT enter a formula

ALLOWABLE DIRECT COSTS

08.01.2008

The following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Daily Rate (owned or leased the same)	$45/day (Maximum) Including Tolls
Overtime	Premium portion
Tolls	Actual Cost
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of $15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Mobile Phone (for traffic system implementation)	
Telephone Usage (for traffic system monitoring)	
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
  http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.

- On all agreements authorization after January 1, 2005, GPS Equipment is considered tools of the trade.

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones (maximum of 3 without additional approval. Personal phones that do not remain on the job site are not allowable)	$70/month/phone (Maximum)
Radio Communication	Actual Cost
2-way Radio	Actual Cost
Vehicles (Only for Vehicles assigned to project) DAILY RATE ONLY	$45/day (Maximum) Including Tolls
The number of days will be calculated as follows: For extended stay**- Number of days on job site plus one Day to travel to and from job site Weekly (hotel) – Number of days on job site plus one day to Travel to and from job site per week. Shift Differential	Actual Cost based on firm policy

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

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

Project No. I-11-4026 **Consultant:** Dynasty Group, Inc

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Zhong Chen

Classification: Project Principal

Project Manager: Stuart Schultz

Classification: Project Manager

Survey Chief Vernon Stutzman, PLS

Classification: Land Surveyor

Resident Engineer:

Classification:

Documentation Engineer:

Classification:

Project Civil Engineer:

Classification:

Project Structural Engineer:

Classification:

Project Drainage Engineer:

Classification:

Senior Engineer: Jesse Brunning , PE, PLS

Classification: Senior Engineer

Others: Ding Chen

Engineer

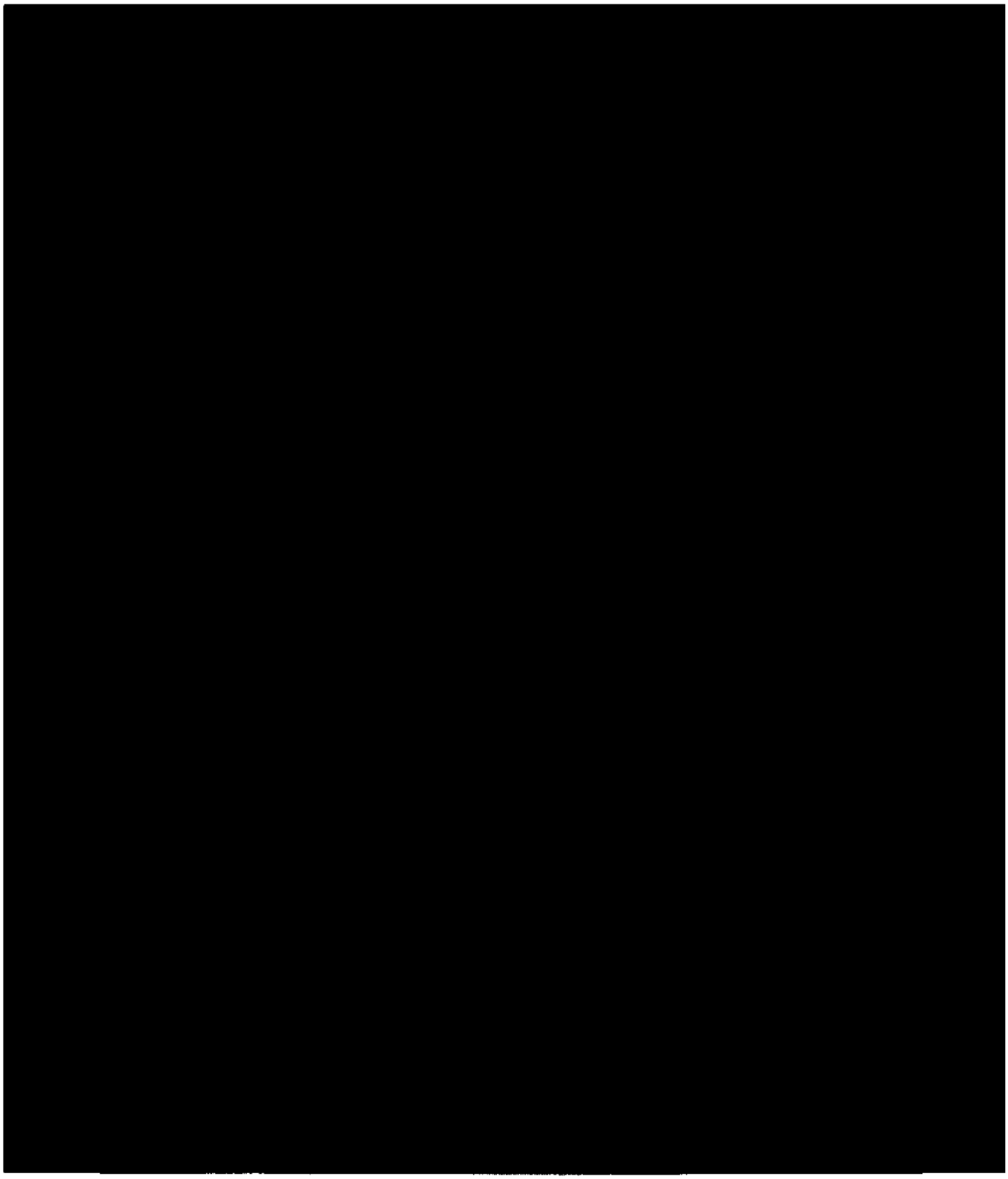
List all key personnel titles that are applicable to this project.

Attach resumes of all key personnel

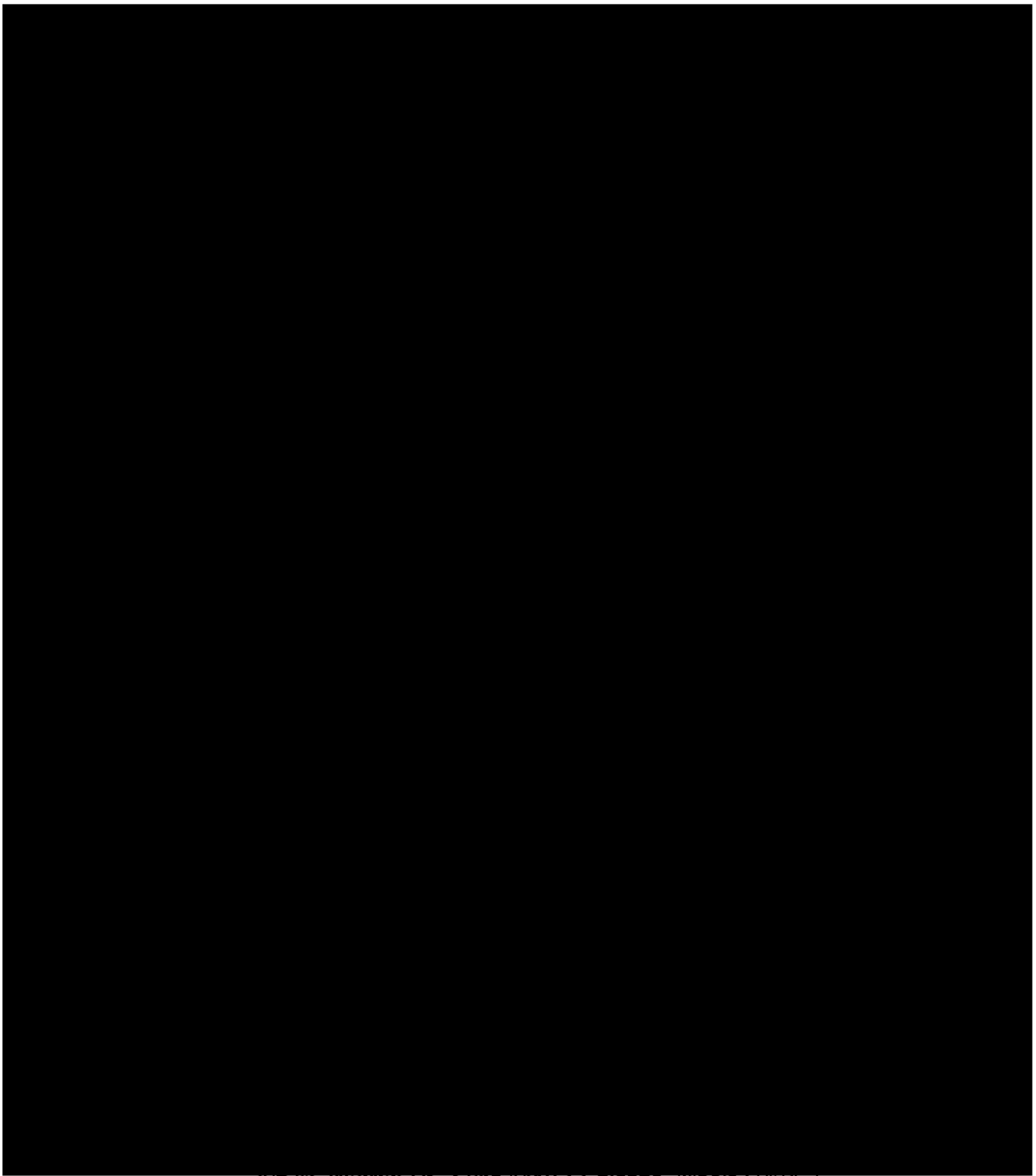
Date Revised 04/01/12

Dynasty Group

Zhong Chen, PE, PLS
President



205 W. Wacker Dr., Suite 1450 • Chicago, Illinois 60606 •
Phone: (312) 704-1970 • Fax: (312) 704-1977 • www.dynastygrp.com



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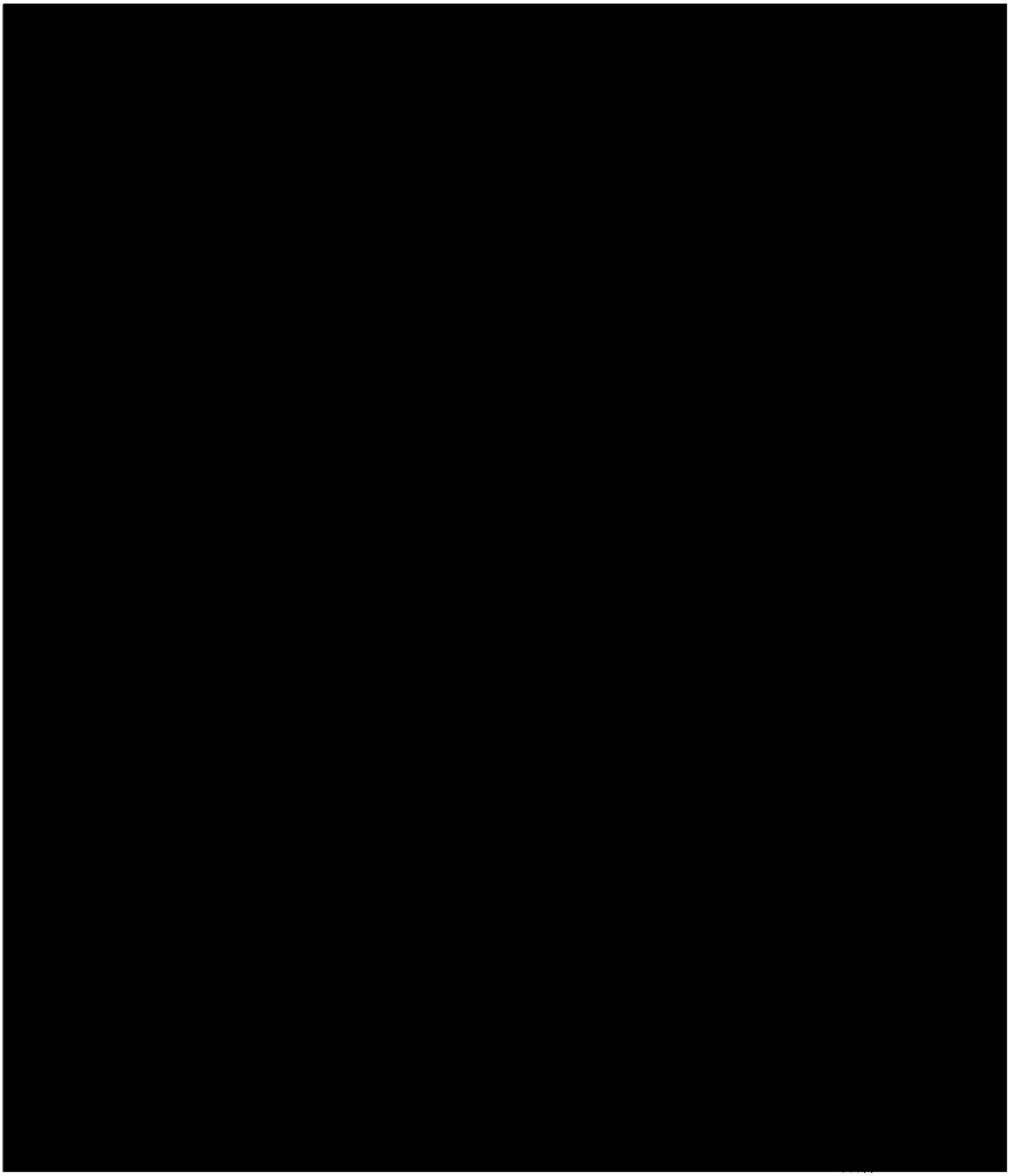

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Dynasty Group

Stuart B. Schultz
Vice President

[redacted]

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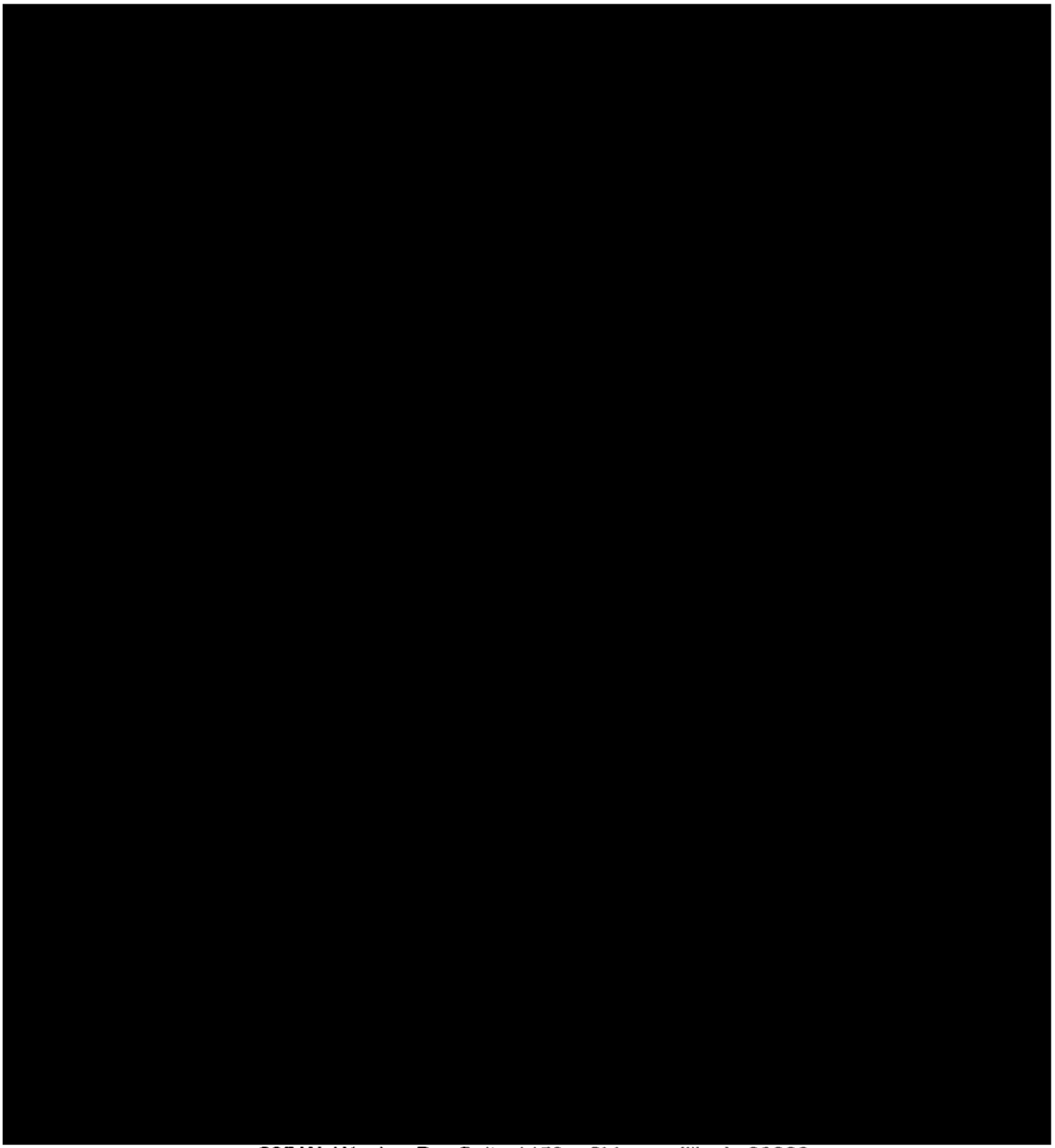

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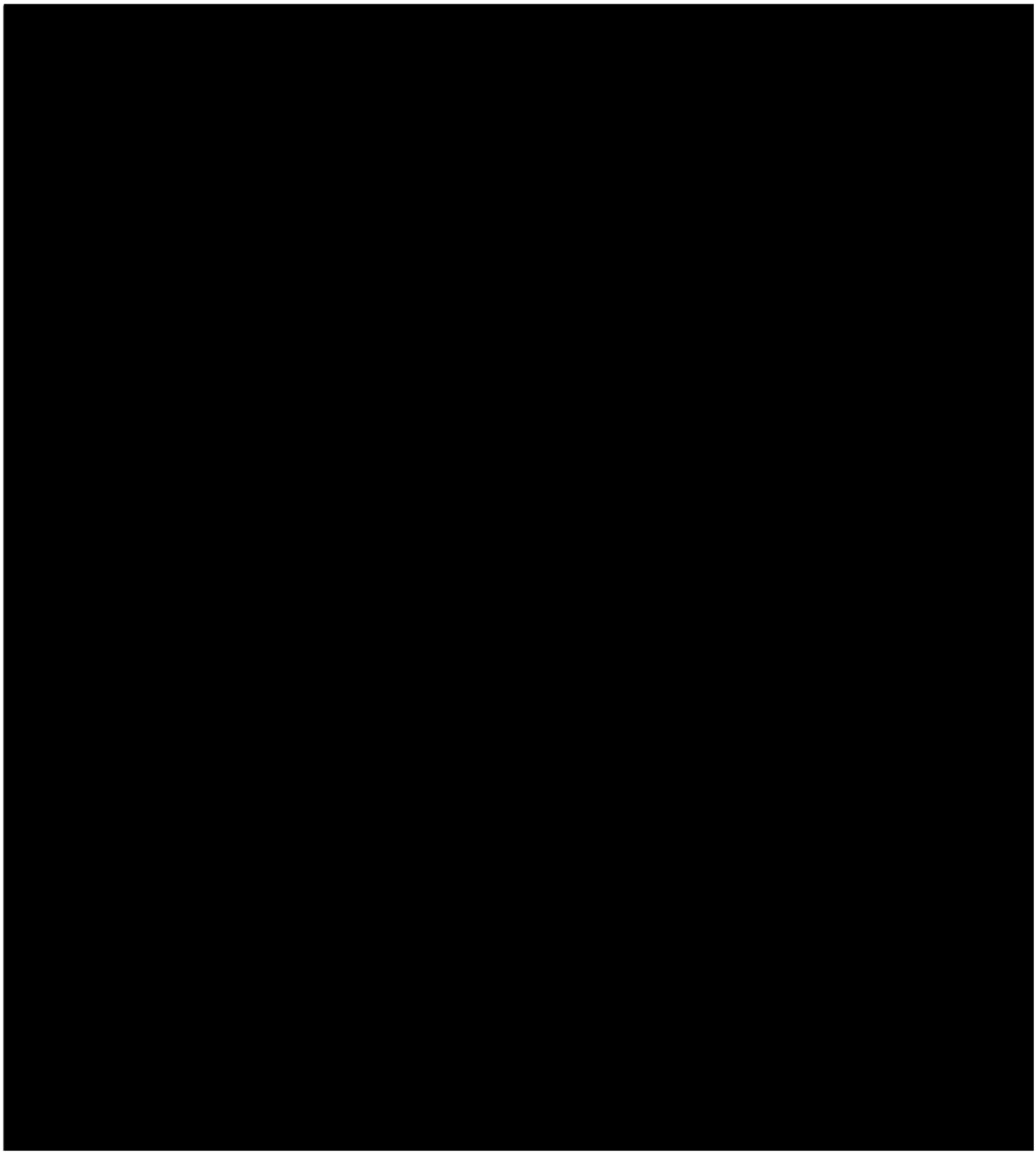
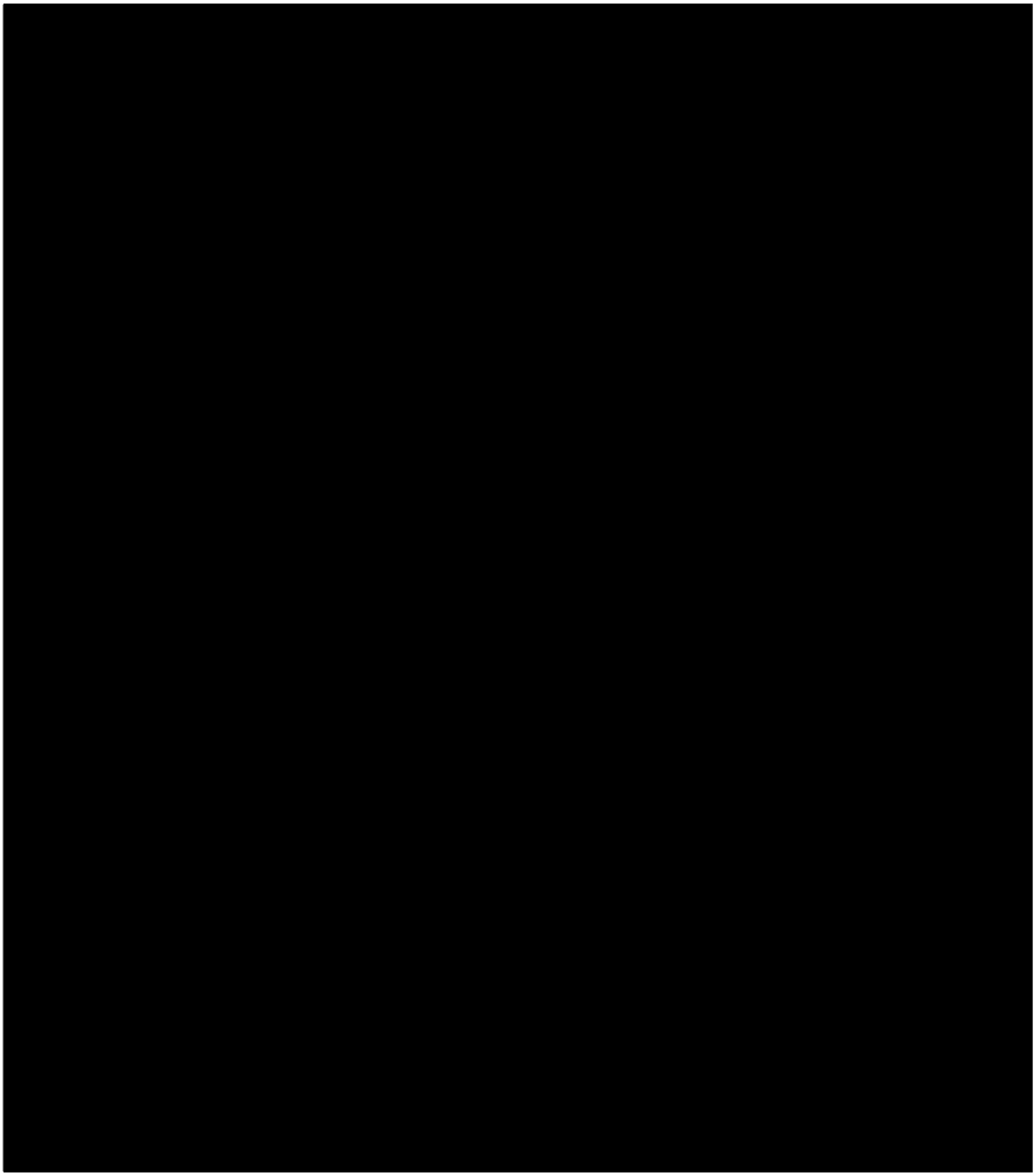
Phone: (312) 704-1970 • Fax: (312) 704-1977 • www.dynastygrp.com



Dynasty Group

Vernon Stutzman, PLS
Senior Crew Chief



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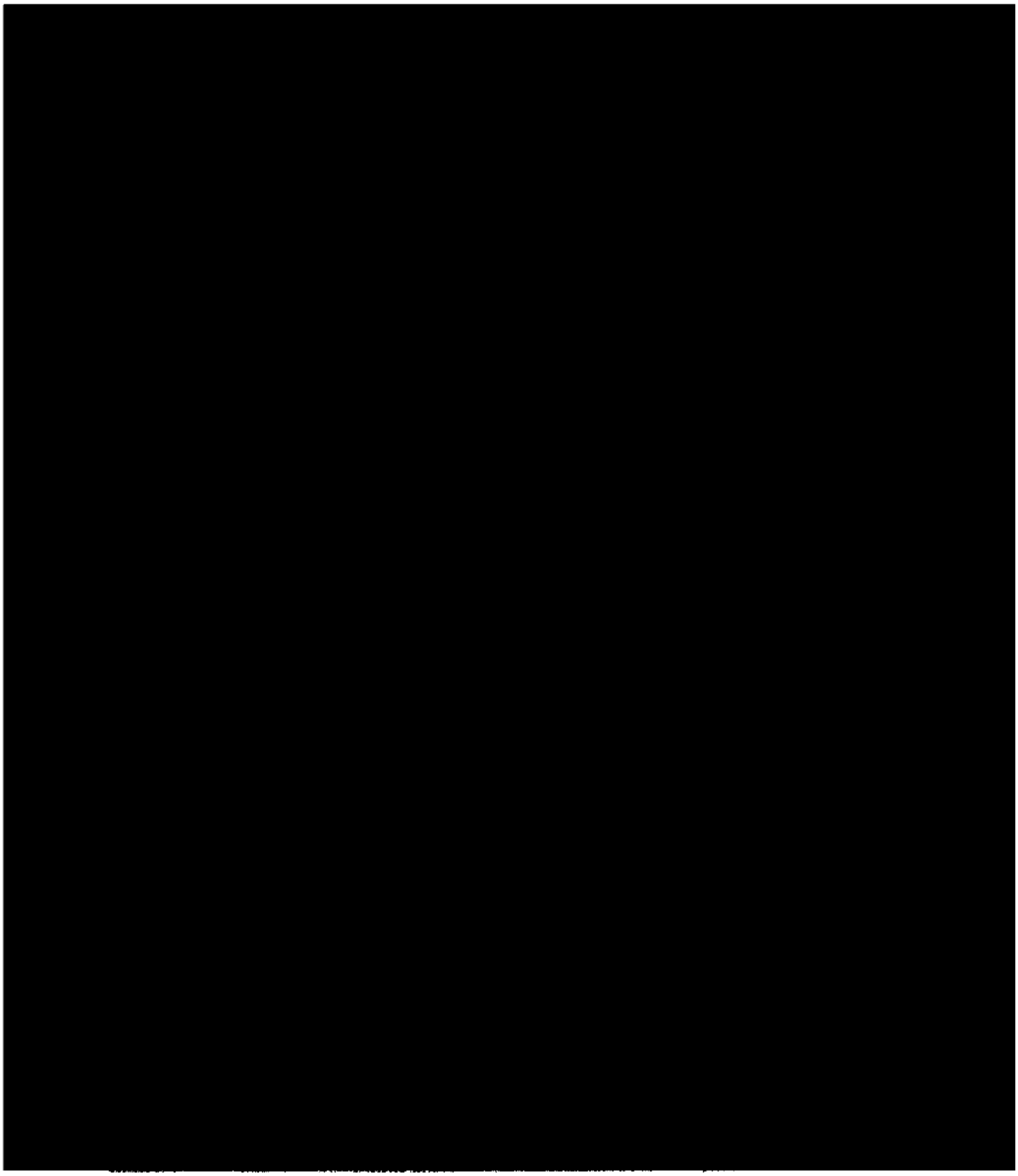
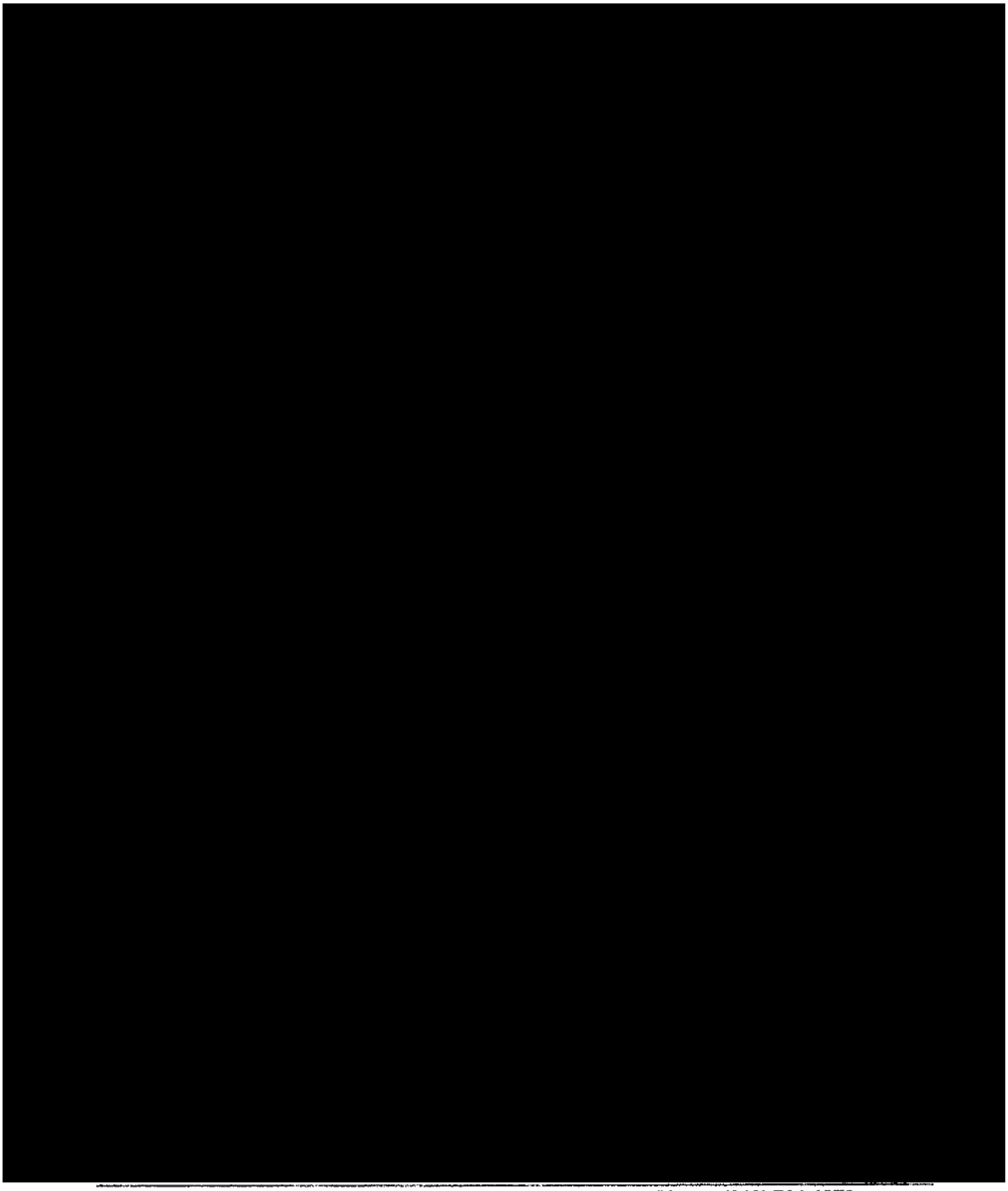


Dynasty Group

Jesse A. Bruning, PE, PLS
Senior Engineer



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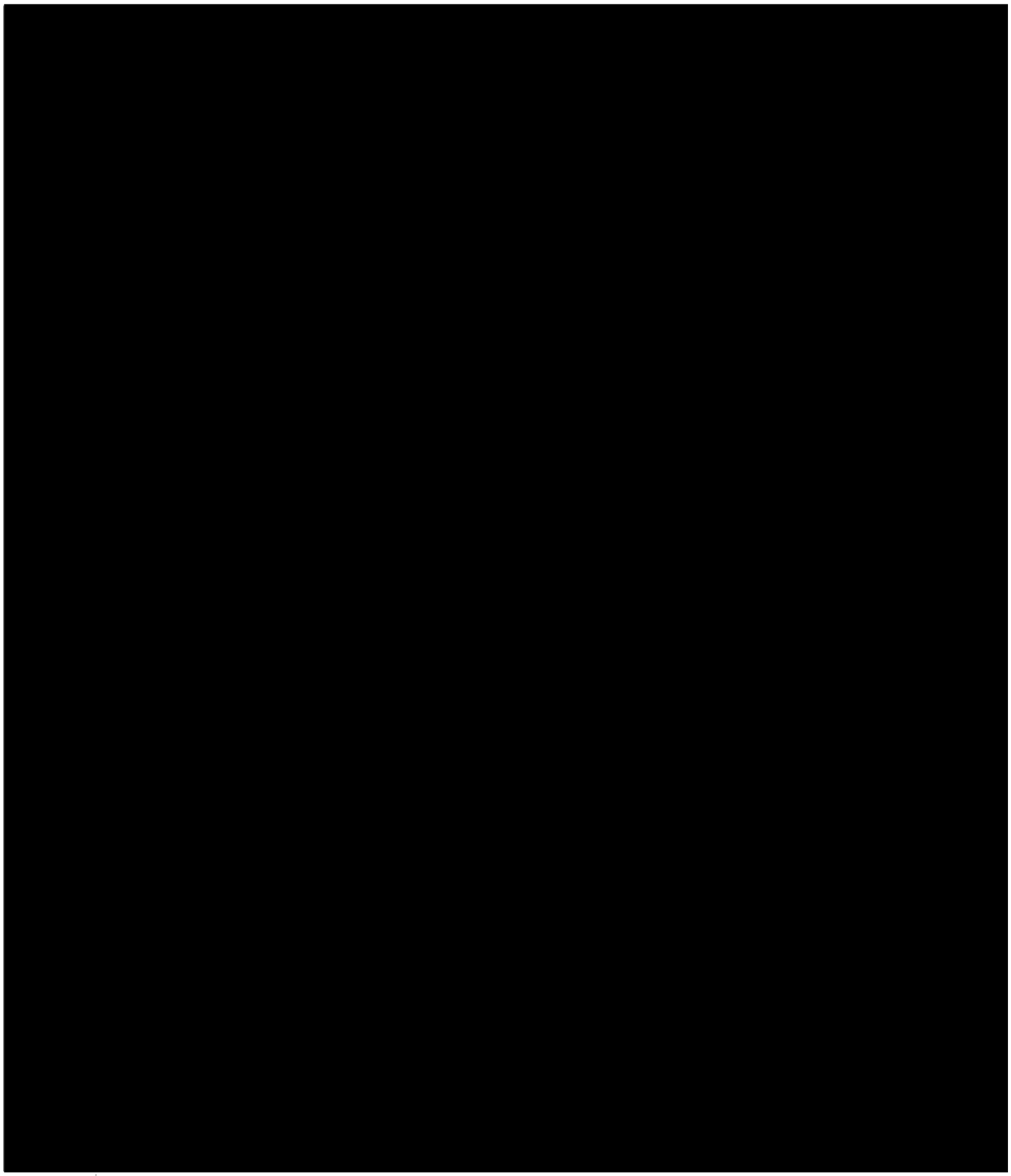
Fax: (312) 704-1977 • www.dynastygrp.com



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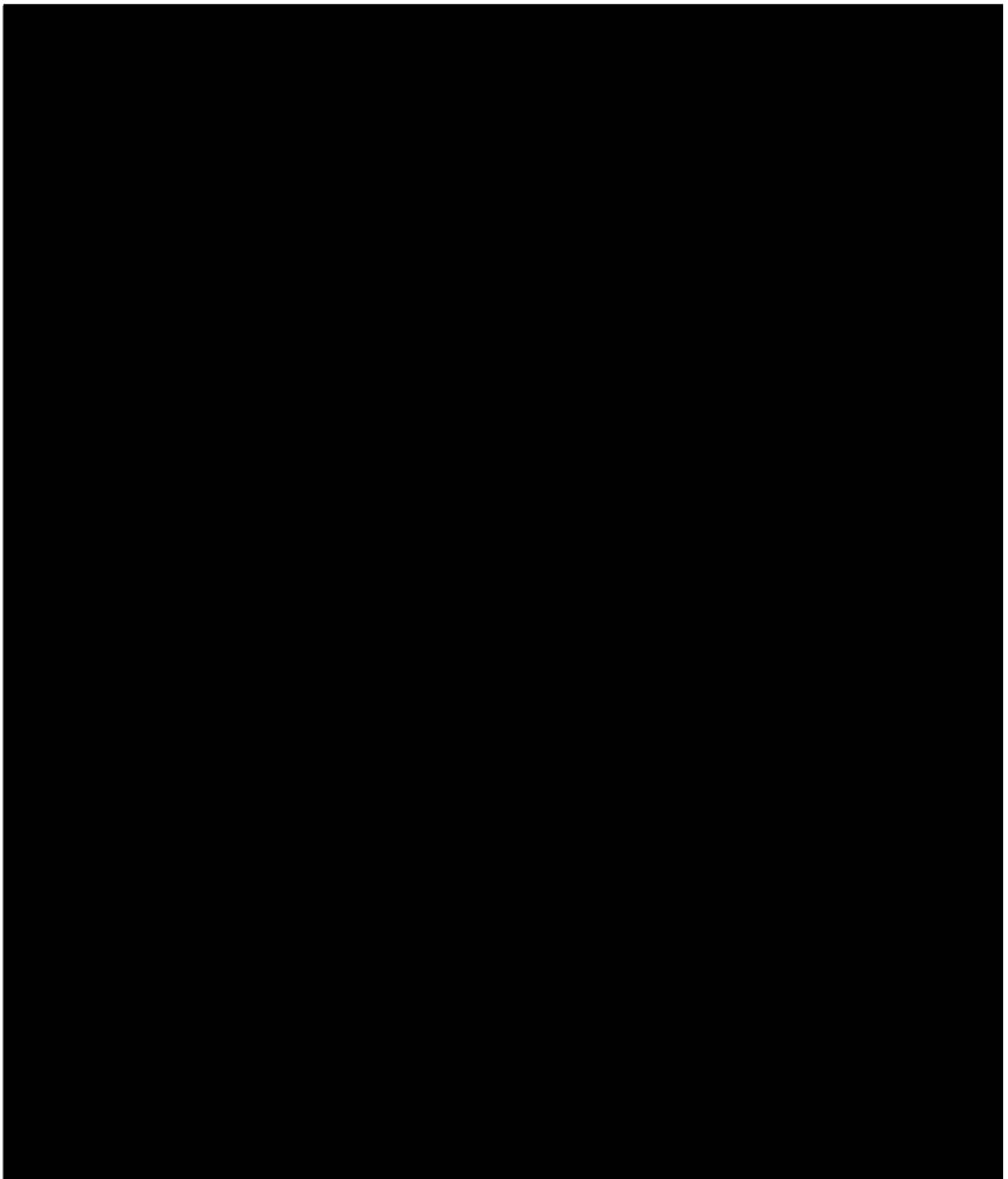
Fax: (312) 704-1977 • www.dynastygrp.com

Dynasty Group

Ding Chen
Engineer



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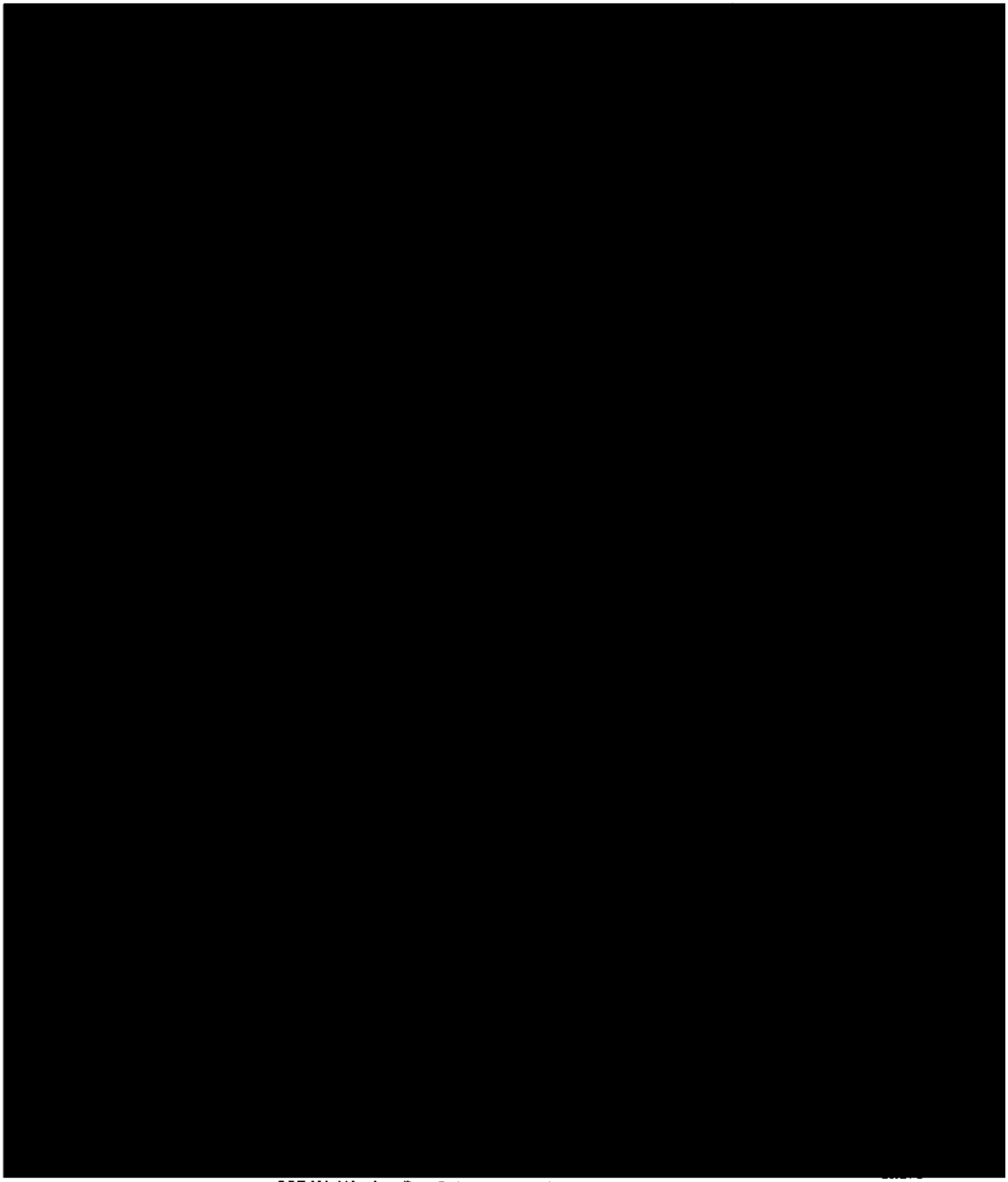

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Dynasty

Exhibit F

Scope of Work

Design and Construction Project Management
I-294 / I-57
Tri-State Tollway M.P. 7.6 (I-57)

Contract No. I-11-4026

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This contract is for Phase II Design and Phase III Construction Project Management Services on the Tri-State Tollway and I-57 interchange in Cook County, Illinois. The Consultant shall assist the Tollway in design management services for design contracts associated with the I-294 / I-57 interchange. The Consultant shall also provide corridor construction management services (CCM) for all construction contracts and construction management service (CM) on selected construction contracts within these limits. The Tollway will determine the number of construction management contracts for this project at a future date. This consultant should consider that they will perform CCM throughout the duration of the construction and they will perform CM services for construction contracts throughout the duration of construction.

The Consultant will perform on-site inspection, review layout of contract including design changes, provide geotechnical inspection and testing, prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway specifications. The Consultant must complete and submit final measurements, calculations and final contract documents to the Tollway no later than six (6) weeks after completion of Punch List for the project. The Consultant must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the ICAPP Manual. All CADD file documents shall be required to contain all record drawing modifications.

Construction Contracts

Work within the entire project corridor has been established as a series of construction contracts under two primary construction phases. Construction Phase I has been developed to primarily accommodate construction of northbound to northbound movements between I-294 and I-57. There are currently nine (9) individual construction contracts anticipated as part of Phase I of the interchange construction program. Three of the construction contracts have been let by IDOT and are currently underway. The final number of contracts needed for the program is to be determined as final design is developed. The work identified in Construction Phase I of the program is included under this original professional services agreement.

There are five (5) construction contracts currently anticipated for a deferred Construction Phase II of the program which have yet to be scheduled. Construction Phase II is intended to generally accommodate completion of interchange construction of southbound to southbound movements between I-294 and I-57, and additional improvements along I-57. Future accommodation for Design and Construction Project Management Services for Construction Phase II contracts will be at the option of the Tollway as a supplement to this agreement.

The anticipated contracts and schedules are as follows:

Contract Designation	Contract Description	Construction Schedule
IDOT		
1	I-57 Bridge over I-294, I-57 Median (S limit of I-57 to I-294)	03/11 – 11/12
2	Kedzie Avenue Bridge over I-57	04/12 – 11/12
10	147th Street from Kedzie Ave. to Dixie Hwy	08/12 – 11/13
PHASE I		
3A	Dixie Creek Realignment	04/12 – 04/13
3	NB I-57 (south limit of I-57 to I-294), Ramp B NB CD Road B (to North limit I-294)	11/12 – 10/14
4	SB I-57 (south limit of I-57 to I-294), Ramp M, SB CD Road M (to N limit of I-294)	11/12 – 10/14
4A	Toll Plazas (to NB I-294 on CD Road B) and (to SB I-57 on CD Road M)	08/13 – 10/14
11A	Tri-State Tollway (I-294) Bridges over 147th Street	06/12 – 11/13
11B	Ramp X and Ramp N	03/13 – 10/13
PHASE II		
5	Ramp C and Ramp F2	TBD
6	I-57 Median (I-294 to N limit of I-57)	TBD
7	I-57 SB (I-294 to N limit of I-57), includes CD Road C, Ramp F1, Partial Ramp E	TBD
8	I-57 NB (I-294 to N limit of I-57), includes CD Road A, Ramp H, Partial Ramps J and K	TBD
9	Ramp D and Ramp L	TBD

II. CONSTRUCTION MANAGEMENT (CM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. Dynasty Group will provide survey and construction inspection support to the CM team. The CM shall furnish services in accordance with the articles contained in the Authority's CM Manual dated July, 2010, and all applicable Tollway Criteria, Manuals and Bulletins.

   Phase III construction management services will be provided for various construction contracts within the corridor, including but not limited to the following:

   - Contract 11A — I-294 Bridges over 147th Street
   - Contract 3 — NB I-57 (south limit of I-57 to I-294), Ramp B, NB CD Road B (to N limit of I-294)

   Construction management services on each individual project within the corridor includes on-site inspection, review layout of contract including design changes, provide geotechnical inspection and testing, prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway specifications. The CM is to complete and submit final measurements, calculations and final contract documents to the Tollway no later than six (6) weeks after completion of Punch List for the project. All final documents shall be submitted in hard copy and electronic format and follow the ICAPP Manual. All CADD file documents shall be required to contain all record drawing modifications.

III. REQUIRED SUBMITTALS TO THE AUTHORITY

1. Submittal requirements shall be in accordance with the CM Manual.

VII. ITEMS TO BE FURNISHED TO THE CONTSRUCTION MANAGER

1. It shall be the responsibility of the CM to select the applicable reduced record drawings from the Tollway's GIS Site.
2. Digital Ortho-Imagery, contours, horizontal and vertical survey control and centerline of the project limits.
3. Copies of ISTHA Standard Specifications, Standard Drawings, and ISTHA Design Criteria can be obtained from the Tollway's website.
4. Copy of all construction contract documents.

Attachment A

Web-based Project Management System

The Illinois Tollway has a Web-based Project Management System (System) that will be used by project participants on Tollway CRP projects. The System provides a number of benefits to the project participants, including:

1) Simplification of communications.
2) Automated tracking of time-sensitive items.
3) Automated reporting.
4) Common Document management and storage as electronic documents will reside in a central repository.
5) Audit Trail of information so project participants will be able to determine who did what and when.
6) Real-time access and exchange of information.
7) Easy, secure, 24/7 access to project information over the Internet via a computer and an Internet browser.

The successful Consultant must establish broadband Internet connectivity in order to effectively utilize the System (T1 is recommended) and must comply with all work instructions and procedures relating to its use. The consultant must furnish all hardware and software required to effectively utilize the System, including personal computers, peripheral software, virus protection software, System plug-ins, ActiveX installation, firewall configuration and high-speed document scanners. The consultant will be solely responsible for coordination between its subconsultants and suppliers, and the System. All document transmittals and written communications from the Consultant to the Illinois Tollway must be made electronically to the System. In certain cases where "wet signatures" and/or stamps are required by the Tollway, document transmittals must be made simultaneously via the System for the record and by traditional means for paper documents, unless the consultant is directed otherwise in writing by the Tollway. Once stamped/signed documents have been obtained, they must be scanned and uploaded to the System for record.

All consultant, subconsultant and supplier employees who will use the web-based system must complete the training provided by the Tollway prior to having access to the system. A valid e-mail address must be provided prior to training session. The consultant agrees to comply with all terms and conditions associated with use of the web-based project management system.

1.0 Consultant shall utilize ISTHA web-based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.

2.0 Within 14 calendar days of Notice to Proceed, Consultant shall designate a website manager (coordinator) who is to be the point of contact with ISTHA website implementation and support staff.

3.0 Consultant is required but not limited to submit the following using the System:

3.1. Submit schedule, submittals shall be processed using the System to provide a record of activity.

3.2. Progress Reports

3.3. Inspection Reports

3.4. Requests for information, project clarifications, general communication and project related issues.

3.5. Meeting agendas, no later than 3 days before meeting

3.6. Minutes of meetings, no later than 3 days after each progress meeting date, distribute copies of minutes via the System to each party present and to other parties who should have been present. Include a brief summary in narrative form of progress since the previous meeting and report.

4.0 Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:

4.1. Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf), black and white with maximum resolution of 200pdi using CCITT Group 4 (2d Fax) compression.

4.2. Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.

4.3. Electronic photographs shall be submitted in JPEG (.jpg)file format, sized at a minimum resolution of 1024x768 pixels.

4.4. Grayscale or color photo images that are scanned shall be saved in JPEG (.jpg) file format with medium to low quality compression at a minimum resolution of 200 dpi.

4.5. Product data that is available for download from the Manufacturer's website, that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

System Requirements	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0
Processor Speed	2.0 GHzor greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5 Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners[6]	
Medium Format Scanner[1]	Canon DR-5020 Document Scanner or equal
Medium Format Scanner[1]	Canon DR-5080C Document Scanner or equal
Medium Format Scanner[1]	Fujitsu M 4097D IPC Document Scanner or equal
Medium Format Scanner[1]	Fujitsu M 4097D VRS Document Scanner or equal
Medium Format Scanner[1]	Epson GT-30000 Document Scanner or equal
Large Format Scanner[1]	Océ TDS610 36" Monochrome Scanner or equal
Large Format Scanner[1]	Océ TDS810 36" Monochrome Scanner or equal
Large Format Scanner[1]	Vidar Select P36 Color Scanner or equal
Large Format Scanner[1]	Vidar Select MP36 MonochromeScanner or equal
Required Additional Software	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader[2]
Portable Document Format(.PDF) file generator	Adobe Acrobat[3]
ZIP File compression utility	WinZip[4] or equal

[1] Large and medium format scanning may also be outsourced to a digital reproduction house in your locale.

[2] Adobe Acrobat Reader is free software available for download at http://www.adobe.com/

[3] Adobe Acrobat is not free software and must be purchased. At least one copy of the software must be purchased by the Consultant and must reside on a PC accessible to all users within the Consultant's office. The purchase and installation of multiple copies is recommended.

[4] A fully functional evaluation version of WinZip is available for download at http://www.winzip.com/, alternative free file compression utility is 7-zip available at http:"www.7-zip.org/

: **Note:** The scanner models specified meet the requirements of website usage and are provided for information purposes only. Scanner models may change or be discontinued by the manufacturer.

I-11-4026

Dynasty Group, Inc.

EXHIBIT G

CURRENT OBLIGATIONS FOR PROJECTS

Project/Job number	Work scope and describtion of the project	Fee	Fee remaining to be earned	Estimated date of completion
Tollway RR-11-9111	Construction inspection services	$500,000.00	$500,000.00	June 31 2013
IDOT US 20 PTB 155-28	Construction inspection	$2,072,000.00	$400,000.00	Dec 30 2012
City of Chicago Various Survey	Various Survey	$500,000.00	$245,000.00	Dec 30 2012
I-55 at Arsenal Road PTB 151-01	Survey	$670,000.00	$400,000.00	Oct 30 2012
IDOT Various District construction Inspection PTB 157-16	construction	$1,000,000.00	$400,000.00	Dec 30 2012

Date Revised 02/11/10

EXHIBIT "1"
PAGE 28 OF 32

Project No. I-11-4026 Consultant: Dynasty Group, 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.

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: $ -

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

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

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 0.00%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 0.00%

Date Revised 04/01/12

Project No. I-11-4026 Consultant: Dynasty Group, 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			6		
	Direct Labor	$ -		Direct Labor	$ -
	Direct Costs	$ -		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Total this Subconsultant (ULC)	$ -		Total this Subconsultant (ULC)	$ -
2			7		
	Direct Labor	$ -		Direct Labor	$ -
	Direct Costs	$ -		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Total this Subconsultant (ULC)	$ -		Total this Subconsultant (ULC)	$ -
3			8		
	Direct Labor	$ -		Direct Labor	$ -
	Direct Costs	$ -		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Total this Subconsultant (ULC)	$ -		Total this Subconsultant (ULC)	$ -
4			9		
	Direct Labor	$ -		Direct Labor	$ -
	Direct Costs	$ -		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Total this Subconsultant (ULC)	$ -		Total this Subconsultant (ULC)	$ -
5			10		
	Direct Labor	$ -		Direct Labor	$ -
	Direct Costs	$ -		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Total this Subconsultant (ULC)	$ -		Total this Subconsultant (ULC)	$ -

** Additional services funds require prior authorization before use

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

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

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

Date Revised 04/01/12

GSG Material Testing, Inc.

RETURN WITH SUBCONTRACT

SUBCONTRACTOR/CONSULTANT REQUIRED DISCLOSURES

Pursuant to Procurement Code 30 ILCS 500/20-120, any contract granted under this Code shall state whether the services of a subcontractor (consultant) will or may be used. To the extent that the information is known, the contract shall include the names and addresses of all subcontractors (consultants) and the expected amount of money each will receive under the contract. Firms shall provide copies of all subcontract agreements with a contract value greater than $25,000 as soon as possible upon notice of a Tollway award, but not later than 20 days from the date the Tollway executes the contract (generally the Notice-to-Proceed date) or after execution of the subcontract, whichever is later.

Subcontractors (consultants) of all tiers with a proposed contract value greater than $25,000 must also complete and submit the Subcontractor/Consultant Certification/Disclosure forms to the Firm awarded the Tollway contract, if they intend to participate in the contract. Firms awarded the Tollway contract must submit these forms within the preceding timeframes.

Subcontract agreements and Certification/Disclosure Forms must be submitted in Adobe Acrobat® .pdf file format on a Compact Disk (CD) to the State Purchasing Officer (SPO) through the General Manager of Engineering at 2700 Ogden Ave., Downers Grove, IL 60515. Publicly traded companies may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the Certification/Disclosure Forms but must still submit eligible subcontractor (consultant) agreements.

All Disclosures shall be signed and made under penalty of perjury by an authorized officer or employee on behalf of the bidder or offeror and all Financial Disclosures and Potential Conflicts of Interest will be filed with the Procurement Policy Board (PPB).

All Firms required to submit Disclosures who have entered into multi-year contracts or sub-contracts shall certify by July 1st of each fiscal year covered by the contract, after the initial fiscal year, to the State Purchasing Officer (SPO) through the General Manager of Engineering at 2700 Ogden Ave., Downers Grove, IL 60515 by submitting either revised forms (in Adobe Acrobat® .pdf file format) or an affidavit that there is no change that it continues to satisfy the requirements of Article 50 of the Procurement Code pertaining to eligibility for a contract award.

EXHIBIT "1"
PAGE 225 OF 524

RETURN WITH SUBCONTRACT

Tollway Contract Number: I-11-4026
Subcontractor (Consultant) Firm Name: GSG Consultants, Inc
Prime Contractor (Consultant) Firm Name: Knight E/A

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTS

Article 50 of the Illinois Procurement Code establishes the duty of all State Chief Procurement Officers, State Purchasing Officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.

The certifications hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed should the Illinois Tollway approve the subcontractor. The Chief Procurement Officer may terminate or void the sub-contract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification.

Section 50-2 of the Illinois Procurement Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year sub-contract shall certify, by July 1st of each fiscal year covered by the contract after the initial fiscal year, to the responsible Chief Procurement Officer whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subconsultant is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subconsultant that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

A. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

(a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:

(1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or

(2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

(b) Businesses. No business shall be barred from contracting with any unit of State or local government, or sub-contracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

(1) the business has been finally adjudicated not guilty; or

(2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract to which the sub-contract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

(c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

(d) Certification. Every bid submitted to and contract executed by the Illinois Tollway, and every sub-contract subject to Section 20-120 of the Procurement Code shall contain a certification by the contractor or the subconsultant, respectively, that the contractor or subconsultant is not barred from being awarded a contract or sub-contract under this Section and acknowledges that the Chief Procurement Officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

2. The contractor or subconsultant certifies that it is not barred from being awarded a contract under Section 50.5.

B. Felons

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, or enter into a sub-contract, from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

2. Certification. Every bid submitted to and contract executed by the State and every sub-contract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder or contractor or subconsultant, respectively, that the bidder, contractor, or subconsultant is not barred from being awarded a contract or sub-contract under this Section and acknowledges that the Chief Procurement Officer may declare the related contract void if any of the certifications required by this Section are false.

C. Debt Delinquency

1. The Illinois Procurement Code provides:

Section 50-11 and 50-12. Debt Delinquency. The contractor, bidder or subconsultant, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or sub-contract under the Procurement Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a sub-contract, if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency, or entering into a sub-contract, if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The bidder, contractor or subconsultant, respectively, further acknowledges that the Chief Procurement Officer may declare the related contract void if this certification is false or if the bidder, contractor, or subconsultant, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

D. Prohibited Bidders, Contractors and Subconsultants

1. The Illinois Procurement Code provides:

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subconsultants.
The bidder, contractor or subconsultant, respectively, certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every sub-contract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subconsultant, respectively, that the bidder, contractor, or subconsultant is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

E. Section 42 of the Environmental Protection Act

The bidder, contractor or subconsultant, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subconsultant, is not barred from being awarded a contract or entering into a sub-contract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any sub-contract, that is subject to the Procurement Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder, contractor or subconsultant, respectively, acknowledges that the Chief Procurement Officer may declare the contract void if this certification is false.

The undersigned, on behalf of the sub-contracting company, has read and Understands the above certifications and makes the certifications as required by law.

GSG Consultants, Inc
Name of Subcontracting Company

[redacted]

03/09/2012
Date

RETURN WITH SUBCONTRACT

Tollway Contract Number: I-11-4026
Subcontractor (Consultant) Firm Name: GSG Consultants, Inc
Prime Contractor (Consultant) Firm Name: Knight E/A

FINANCIAL SUBCONTRACTOR (CONSULTANT) DISCLOSURES

Instructions. The Illinois Procurement Code requires that vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information that is specified below **(30 ILCS 500/50-13 and 50-35 a,b,h).**

Vendor shall disclose the financial interest, potential conflict of interest and contract information identified in Sections 1, 2, 3 and 4 below as a condition of receiving an award or contract. Please submit this information along with your bid or offer.

Section 1 applies to all contracts regardless of dollar amount. Sections 2, 3 and 4 apply to contracts with an annual value exceeding $25,000 that must be procured using one of the authorized competitive methods of source selection.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures (sections 2, 3, and 4 below) must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

When determining ownership or distributive income shares, use the most current information that you consider reliable, but in no event for a period before your last completed fiscal period.

A designee may submit this form on behalf of the vendor (or its parent). However, that person must have verified the information with each affected individual.

The disclosures herein after made by the subcontractor (consultant) are each material representation of fact upon which reliance is placed. The subcontractor (consultant) further certifies that the Illinois Tollway has received the disclosure forms for each sub-contract.

A. Financial Interest and Conflicts of Interest

Vendor has disclosed if required, on forms provided by the State Agency, and agrees it is under a continuing obligation to disclose to the State Agency, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State Agency officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State Agency if required, on forms provided by the State Agency, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:

a) the person intending to contract with the State Agency, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently $106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);

b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently $177,412.00).

c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently $354,824.00) from the firm, partnership, association or corporation.

Vendor acknowledges that the State Agency may declare this Contract void without any additional compensation due to the Vendor if this certification is false or if the Act or Order is violated. VENDOR (show Company name and DBA)

VENDOR (show Company name and DBA)

GSG Consultants, Inc

Signature [redacted]

Printed Name Ala E Sassila

Title Principal Date 03/09/2012

Address 855 West Adams # 200

Chicago, IL 60607

CONFLICT OF INTEREST DISCLOSURES

Instructions. Vendor shall disclose with the Offer financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35).

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: GSG Consultants, Inc

D/B/A (if used): _____

Name of any Parent Organization: _____

RETURN WITH SUBCONTRACT

Section 1: Section 50-13 Conflicts of Interest

Subcontractors (consultants) whose contract value is greater than $25,000 must complete this section. Even if you mark "No Conflict of Interests" you may still need to complete Section 2 and 3.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection

(a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor ($177,412.00], to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One:

__X__ No Conflicts Of Interest

_____ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

EXHIBIT "1"
PAGE 232 OF 524

RETURN WITH SUBCONTRACT

Section 2: Disclosure of Financial Interest in the Vendor.

This applies to all sub-contracts with an annual value exceeding $25,000 that must be procured using one of the authorized competitive methods of source selection. Complete the appropriate subsections.

Subcontractors (consultants) must complete subsection (a), (b) or (c) below as applicable if the annual value exceeds $25,000. Use (c) if you do not meet the requirements for (a) or (b). In addition, all Vendors must complete Section 3.

(a) Publicly traded corporations subject to SEC reporting requirements

(a-1) Subcontractors (consultants) shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k _____, 20f _____, or 40f _____.

(a-2) Subcontractors (consultants) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(b) Privately held corporations with more than 200 shareholders

(b-1) These subcontractors (consultants) may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code.

(b-2) Subcontractor (consultant) s hall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(c) General disclosure. Individuals, sole proprietorships, partnerships and any others not qualified to use subsection (a) or (b) above must complete (c-1), (c-2), and (c-3) as appropriate.

(c-1) For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use separate forms for each individual.

RETURN WITH SUBCONTRACT

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
   ☐ Yes ☒ No

2. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
   ☐ Yes ☒ No

3. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
   ☐ Yes ☒ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
   ☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: _____. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

   0.5% or less_____>0.5 to 1.0% _____>1.0 to 2.0%_____ >2.0 to 3.0 %_____> 3.0 to 4.0%_____%

   >4.0 to 5.0%_____and in additional 1% increments as appropriate _____%

If you responded yes to any of the questions 1 – 4 above, Please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☐ Partnership ☐ Other (explain)_____

Name:_____

Address:_____

_____

(c-2) In relation to individuals identified in c-1 above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section (attach additional pages as necessary). If no individual has been identified in c-1 above, mark not applicable (n/a) here (n/a).

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☒

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

RETURN WITH SUB-CONTRACT

Section 3: Current and Pending Contracts

Subcontractors (consultants) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number. (Attach additional pages as necessary. Show "none" if appropriate.)

This information is submitted on behalf of: GSG Consultants, Inc.

(Name of Vendor)

Official authorized to sign on behalf of subcontractor (consultant):

Name (printed) Ala E Sassila Title Principal

Signature [redacted] Date 03/09/2012

List of Current and Pending Contracts with State of Illinois Government

- Capital Development Board, UIC College of Dentistry Building 940 Industrial Hygiene Services, CDB Project Number 940-C10024, Prime
- Capital Development Board, Department of Military Affairs, Replace Roof Renovate Interior / Exterior, CDB Project Number 546-108-003, Subcontracted
- Capital Development Board, Illinois State Police, Renovate Data Center/ Computer Room, CDB Project Number 291-275-002, Subcontracted
- Illinois State Toll Highway Authority, PSB 11-2, Project Number RR-11-5636, I-294 Roadway and Bridge Rehabilitation, Cermak Road Plaza- Plaza 35 to Franklin Avenue, Subcontracted
- IDOT PTB 158 Item 40, Various Phase I Environmental Studies for Chicago to St. Louis High Speed Rail Corridor, Job No. P-30-006-11, Subcontracted
- IDOT PTB 890-168 to 890-172, Job No. P91-749-10, Phase I, Illiana Expressway Tiered Environmental Impact Statement (EIS) and Related Reports, Will (IL), Kankakee (IL) and Lake (IN) Counties, Subcontracted
- IDOT PTB 155, Job No. D-30-006-10 Program Manager Various Passenger Projects Statewide, Various Counties, Central Bureau of Railroads, Subcontracted
- IDOT PTB 156 Item 05, Job No. P-91-599-10, US 12/20 (95th Street) at Stony Island Avenue, Phase I Project, Cook County, Subcontracted

Project Number: I-11-4026 Consultant: GSG Consultants, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2012												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Manager					4	2	2	2	2	2	2	4	20
CCM													
Materials Engineer					160	160	160	160	160	160	160	120	1240
CM													
Materials Engineer													
Materials Inspector													
TOTALS					164	162	162	162	162	162	162	124	1260

Notes:
1.) Use as many pages as required to show the entire schedule for this project.
2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/01/12

EXHIBIT "1" PAGE 238 OF 584

Project Number: I-11-4026 **Consultant:** GSG Consultants, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2013												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Manager	2	2	2	2	2	2	2	2	2	2	2	3	25
CCM													
Materials Engineer	160	160	160	160	160	160	160	160	160	160	160	160	1920
CM													
Materials Engineer			160	160	160	160	160	180	160	160	160	160	1620
Materials Inspector			120	160	160	160	160	160	160	160	120		1360
TOTALS	162	162	442	482	482	482	482	502	482	482	442	323	4925

Notes:
1.) Use as many pages as required to show the entire schedule for this project.
2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/01/12

EXHIBIT "1"
PAGE 23 OF 25

Project Number: I-11-4026 Consultant: GSG Consultants, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2014												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Manager	2	2	2	2	2	2	2	2	2	2	2	3	25
CCM													
Materials Engineer	160	160	160	160	160	160	160	160	160	160	160	160	1920
CM													
Materials Engineer			160	160	160	160	160	180	160	160	160	160	1620
Materials Inspector			120	160	160	160	160	160	160	160	120		1360
TOTALS	162	162	442	482	482	482	482	502	482	482	442	323	4925

Notes:
1.) Use as many pages as required to show the entire schedule for this project.
2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/01/12

EXHIBIT "1"
PAGE 240 OF 524

Project Number: I-11-4026 **Consultant:** GSG Consultants, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Manager	2	2	2	2									8
CCM													
Materials Engineer	80	80	80	80									320
CM													
Materials Engineer													
Materials Inspector													
TOTALS	82	82	82	82									328

Notes:
1.) Use as many pages as required to show the entire schedule for this project.
2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/01/12

EXHIBIT "L" PAGE 24 OF 34

Project No. I-11-4026 **Consultant:** GSG Consultants, Inc

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: (From Exhibit C-3)	11,438.00	**Total Dollars:** (From Exhibit C-3)	$ 411,105.00
Multiplier to be used on this project: Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)			2.80
DIRECT REGULAR SALARY TIMES MULTIPLIER			$ 1,151,094.00

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

TOTAL DIRECT COSTS $ 190,421.07

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) (Do not including estimated additional services)	$ -
Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) (Do not including estimated additional services)	$ -
TOTAL SERVICES BY OTHERS	$ -

D. ADDITIONAL SERVICES (prime and subconsultants) (Requires prior authorization before use)	$ -
E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)	**$ 1,341,515.07**

Date Revised 04/01/12

Project No.: I-11-4026 **Consultant:** GSG Consultants, Inc

Date: 4/1/2012

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible For Prem. O/T?
Project Principal	Garcia, Guillermo	$70.00	$70.00	No
	Sassila, Ala	$70.00		
	Saenz, Arturo	$70.00		
Project Manager	Letzel, Scott	$42.85	$48.74	No
	Suda, Robert	$43.27		
	Shah, Jigar	$60.10		
Senior Engineer / Resident Engineer	Alvarado, Edward	$43.25	$39.81	No
	Giannetta, Michael	$38.00		
	Miller, Justin	$38.00		
	Vargas, Nick	$40.00		
Material Coordinator	Jefferson, Quentin	$35.00	$35.00	No
	Shaikh, Kaleem	$35.00		
Field Inspector	Chandhuri , Kalyan	$31.00	$32.67	No
	Jones, Alcus	$35.00		
	Parakalla, Naveen	$32.00		
Administrative Support	Garman, Hala	$21.00	$21.68	Yes
	Perez, Mari	$24.00		
	Zarco, Petra	$20.03		

* Exhibit C-1 is a comprehensive list of classifications of company employees.

(1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.

(2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.

(3) Use as many sheets as necessary to show classifications.
Date Revised 04/01/12

Project No.: I-11-4026 **Consultant:** GSG Consultants, Inc

Date: 4/1/2012

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 36 NO. OF MONTHS

SCHEDULED START DATE: 5/1/2012

RAISE DATE: 1/1/2013

PERCENT OF RAISE: 3%

ESCALATION PER YEAR

5/1/2012 - 12/31/2012	1/1/2013 - 12/31/2013	1/1/2014 - 12/31/2014	1/1/2015 - 4/30/2015	-
Date Date	Date Date	Date Date	Date Date	Date Date
8.0	12.0	12.0	4.0	
36.0	36.0	36.0	36.0	36.0
22.22%	34.33%	35.36%	12.14%	
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

The escalation factor for this project is: 104.06%

EXHIBIT "1"
PAGE 244 OF 524

Date Revised 04/01/12

Project No.: I-11-4026 **Consultant:** GSG Consultants, Inc

Date: 4/1/2012 **Total Escalation Factor from C-2:** 104.06%

EXHIBIT C-3: DIRECT LABOR CALCULATION

Classification (From Exhibit C-1)	(1) Current Average Hourly Rate (From Exhibit C-1) (SEE NOTE 1 BELOW)	(2) Escalated Average Hourly Rate (SEE NOTE 2 BELOW)	(3) Estimated Work Hours (Including Overtime)	Direct Labor Extension (Col. 2 x Col. 3)
Project Principal	$70.00	$70.00		
Project Manager	$48.74	$50.72	78.00	$ 3,956.00
Resident Engineer	$39.81	$41.43		
Materials Coordinator	$35.00	$36.42	8,640.00	$ 314,669.00
Materials Field Engineer	$32.67	$34.00	2,720.00	$ 92,480.00
Administartive Support	$21.68	$22.56		

Total Estimated Work Hours: 11,438.00
Must Match Exhibit A

Total Direct Labor: $ 411,105.00

Average Hourly Rate: $ 35.94

(1) Average Hourly Rate per classification from C1. Hard enter this number. DO NOT insert a formula.
* **Average Hourly Rates cannot exceed applicable salary caps.**

(2) Current Average Hourly Rate x Escalation Factor. No escalation factor is allowed for employees at or above the salary cap rate

Date Revised 04/01/12

Project No. I-11-4026 Consultant: GSG Consultants, Inc

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate	$ 45.00 (Includes Tolls)	X	1,340 (No. of Days)	$ 60,300.00
Mileage	$ 0.510 (Mileage Rate)	X	0 (No. of Miles)	$ -

(Use mileage rate found at:
http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

TOTAL VEHICLE REIMBURSEMENT $ 60,300.00

B. ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here: $ 130,121.07
http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

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

DIRECT COST CATEGORY	

TOTAL ITEMIZED DIRECT COSTS $

Project No. I-11-4026 Consultant: GSG Consultants, Inc

EXHIBIT D (Continued)

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

D. PREMIUM OVERTIME

Classification	Estimate of Overtime Hours	Escalated Hourly Rate (Premium Portion Only) (SEE NOTE 1 BELOW)	Premium Overtime Dollars (Hours x Rate)

TOTAL PREMIUM OVERTIME $ -

(1) Premium portion is equal to 1/2 of the escalated average hourly rate for the classification. This number is to be hard entered. DO NOT enter a formula

Date Revised 04/01/12

ALLOWABLE DIRECT COSTS

08.01.2008

The following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Daily Rate (owned or leased the same)	$45/day (Maximum) Including Tolls
Overtime	Premium portion
Tolls	Actual Cost
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of $15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Mobile Phone (for traffic system implementation)	
Telephone Usage (for traffic system monitoring)	
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
  http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.

- On all agreements authorization after January 1, 2005, GPS Equipment is considered tools of the trade.

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones (maximum of 3 without additional approval. Personal phones that do not remain on the job site are not allowable)	$70/month/phone (Maximum)
Radio Communication	Actual Cost
2-way Radio	Actual Cost
Vehicles (Only for Vehicles assigned to project) DAILY RATE ONLY	$45/day (Maximum) Including Tolls
The number of days will be calculated as follows: For extended stay**- Number of days on job site plus one Day to travel to and from job site Weekly (hotel) – Number of days on job site plus one day to Travel to and from job site per week.	
Shift Differential	Actual Cost based on firm policy

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

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

Project No. I-11-4026 **Consultant:** GSG Consultants, Inc

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Ala Sassila

Classification: Project Principal

Project Manager:

Classification:

Project Engineer: Quentin A. Jefferson , Kaleem Shiakh

Classification: Materials Coordinator:

Resident Engineer:

Classification:

Documentation Engineer:

Classification:

Project Civil Engineer:

Classification:

Project Structural Engineer:

Classification:

Project Drainage Engineer:

Classification:

Senior Engineer:

Classification:

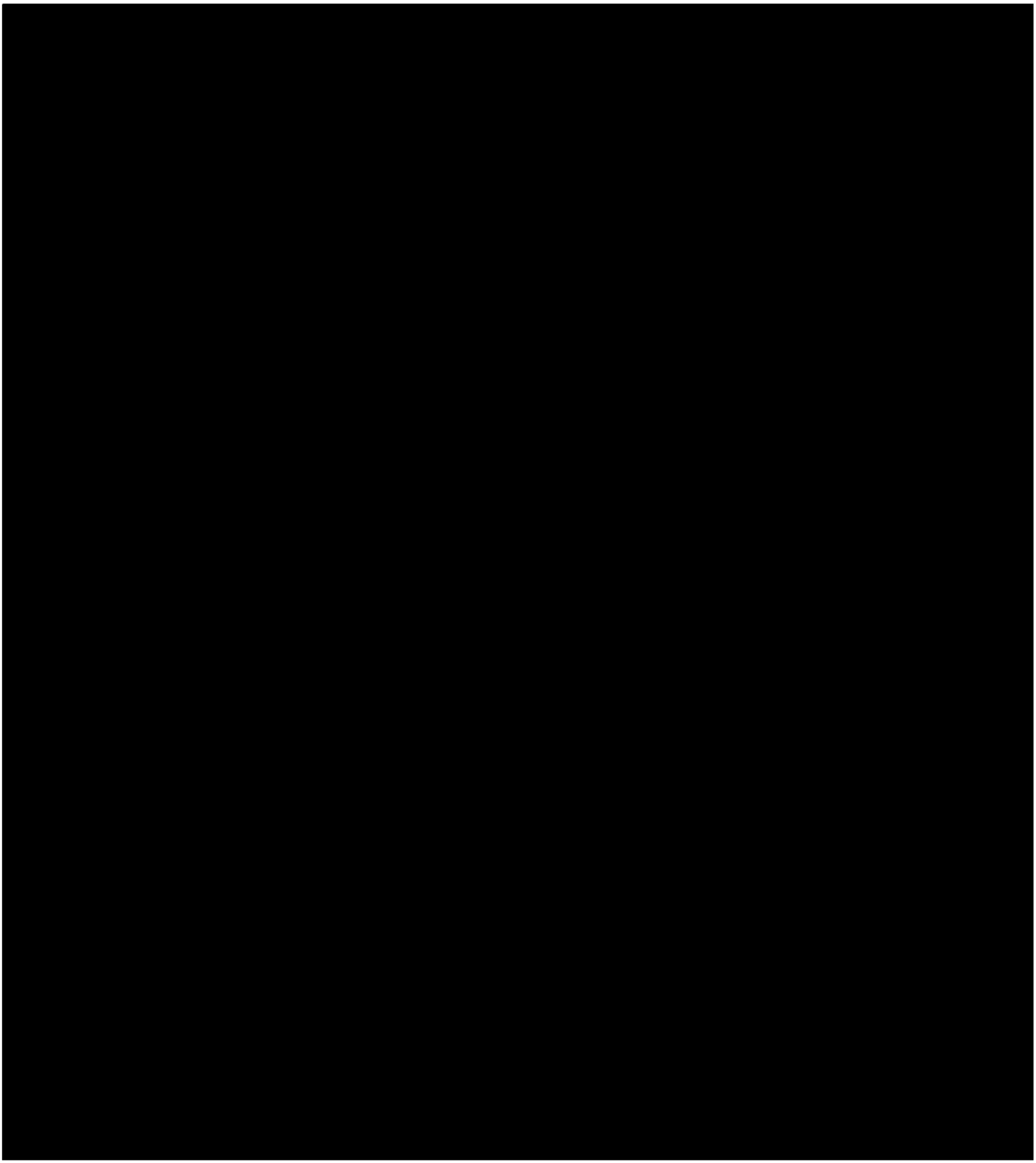
Others:

List all key personnel titles that are applicable to this project.

Attach resumes of all key personnel

Ala Sassila, Ph.D., P.E.
Principal Engineer

[redacted]



Quentin A. Jefferson
Project Engineer / Material Engineer

[redacted]

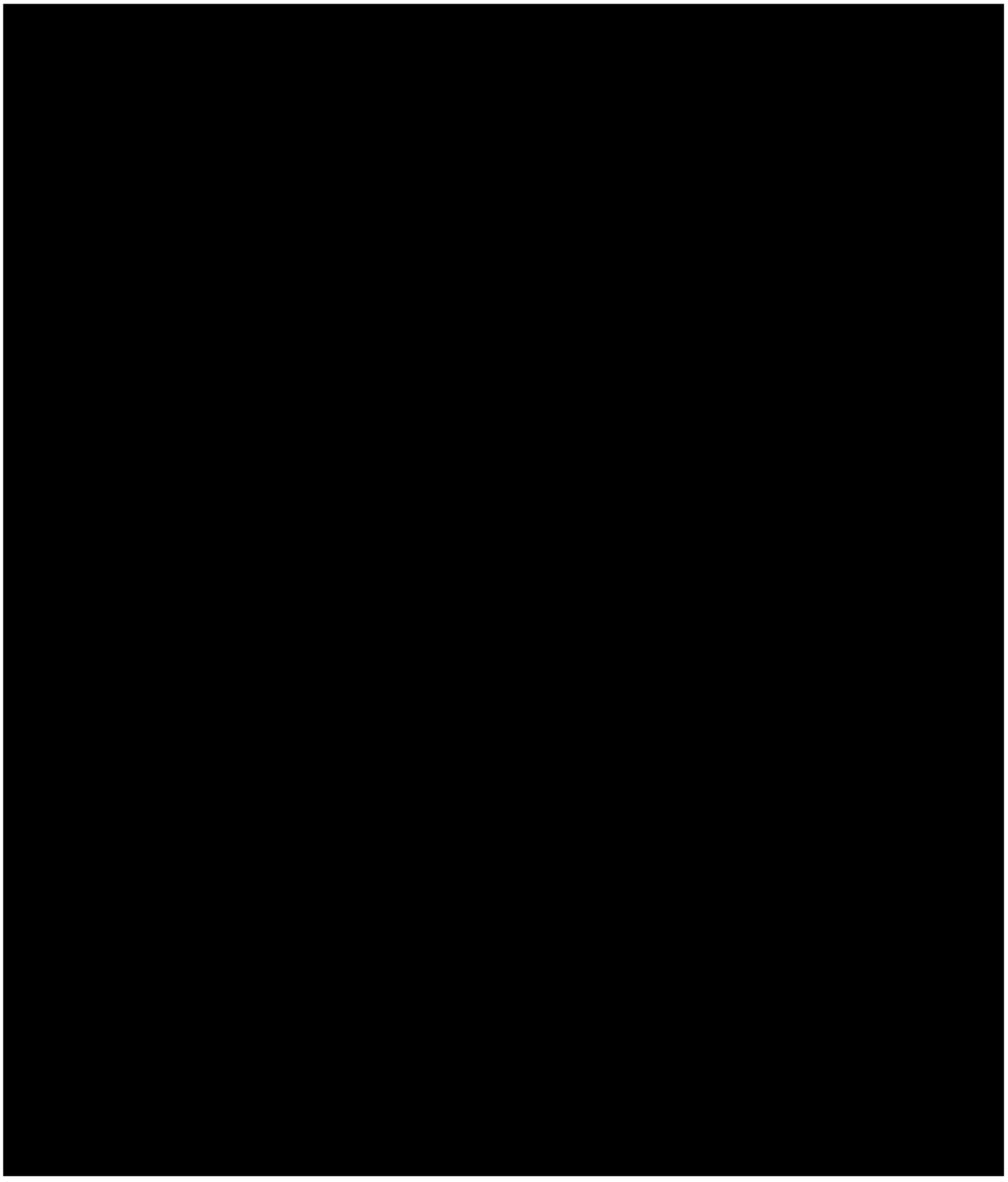
EXHIBIT "I"
PAGE 254 OF 524

Kaleem A. Shaikh, EIT
Project Engineer

[redacted]

EXHIBIT "1"
PAGE 255 OF 524

[redacted]



GSG Consultants, Inc.

Exhibit F

Scope of Work

Design and Construction Project Management
I-294 / I-57
Tri-State Tollway M.P. 7.6 (I-57)

Contract No. I-11-4026

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This contract is for Phase II Design and Phase III Construction Project Management Services on the Tri-State Tollway and I-57 interchange in Cook County, Illinois. The Consultant shall assist the Tollway in design management services for design contracts associated with the I-294 / I-57 interchange. The Consultant shall also provide corridor construction management services (CCM) for all construction contracts and construction management service (CM) on selected construction contracts within these limits. The Tollway will determine the number of construction management contracts for this project at a future date. This consultant should consider that they will perform CCM throughout the duration of the construction and they will perform CM services for construction contracts throughout the duration of construction.

The Consultant will perform on-site inspection, review layout of contract including design changes, provide geotechnical inspection and testing, prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway specifications. The Consultant must complete and submit final measurements, calculations and final contract documents to the Tollway no later than six (6) weeks after completion of Punch List for the project. The Consultant must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the ICAPP Manual. All CADD file documents shall be required to contain all record drawing modifications.

Construction Contracts

Work within the entire project corridor has been established as a series of construction contracts under two primary construction phases. Construction Phase I has been developed to primarily accommodate construction of northbound to northbound movements between I-294 and I-57. There are currently nine (9) individual construction contracts anticipated as part of Phase I of the interchange construction program. Three of the construction contracts have been let by IDOT and are currently underway. The final number of contracts needed for the program is to be determined as final design is developed. The work identified in Construction Phase I of the program is included under this original professional services agreement.

There are five (5) construction contracts currently anticipated for a deferred Construction Phase II of the program which have yet to be scheduled. Construction Phase II is intended to generally accommodate completion of interchange construction of southbound to southbound movements between I-294 and I-57, and additional improvements along I-57. Future accommodation for Design and Construction Project Management Services for Construction Phase II contracts will be at the option of the Tollway as a supplement to this agreement.

The anticipated contracts and schedules are as follows:

Contract Designation	Contract Description	Construction Schedule
IDOT		
1	I-57 Bridge over I-294, I-57 Median (S limit of I-57 to I-294)	03/11 – 11/12
2	Kedzie Avenue Bridge over I-57	04/12 – 11/12
10	147th Street from Kedzie Ave. to Dixie Hwy	08/12 – 11/13
PHASE I		
3A	Dixie Creek Realignment	04/12 – 04/13
3	NB I-57 (south limit of I-57 to I-294), Ramp B NB CD Road B (to North limit I-294)	11/12 – 10/14
4	SB I-57 (south limit of I-57 to I-294), Ramp M, SB CD Road M (to N limit of I-294)	11/12 – 10/14
4A	Toll Plazas (to NB I-294 on CD Road B) and (to SB I-57 on CD Road M)	08/13 – 10/14
11A	Tri-State Tollway (I-294) Bridges over 147th Street	06/12 – 11/13
11B	Ramp X and Ramp N	03/13 – 10/13
PHASE II		
5	Ramp C and Ramp F2	TBD
6	I-57 Median (I-294 to N limit of I-57)	TBD
7	I-57 SB (I-294 to N limit of I-57), includes CD Road C, Ramp F1, Partial Ramp E	TBD
8	I-57 NB (I-294 to N limit of I-57), includes CD Road A, Ramp H, Partial Ramps J and K	TBD
9	Ramp D and Ramp L	TBD

II. CORRIDOR CONSTRUCTION MANAGEMENT (CCM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

The Corridor Construction Manager (CCM) is responsible for all aspects of the construction management, coordinating the efforts of the individual project Construction Managers (CM) and a construction support team. The CCM reports directly to the Tollway Project Manager.

The corridor construction support team is comprised of construction and documentation engineers reporting directly to the CCM and are responsible for coordinating the efforts of the various CMs and ensuring that the day to day activities of the CMs and respective Contractors are in accordance with the Tollway Construction Manual and meet Tollway criteria.

As part of the CCM support team, GSG Material Testing will provide primary assistance with tasks associated with materials engineering, and other tasks as identified by the CCM. The tasks to be performed shall include but not be limited to the following:

1. Provide bid phase and post design coordination and support.
2. Provide general coordination and oversight for the Construction Project Managers (CPM). Monitor CMs and assist in anticipated field problems.
3. Make recommendations to the Tollway with respect to field changes and other technical field problems.
4. Review contract documents and specifications with regard to constructability and consistency between design sections. Coordinate and confirm completion of constructability reviews by CMs.
5. Attend meetings with Tollway and outside agencies for issues with arise during construction.
6. Coordinate and monitor the CMs for consistency between sections by performing on-site internal QA audits of CM's documentation and material inspection for compliance with approved plans and procedures.
7. Monitor CM's activities to confirm tasks set forth in the Tollway Construction Manual are completed.
8. Coordinate responses to RFI's and project submittals.
9. Review and monitor CM documentation and material inspection.
10. Monitor material inspection and QAQC programs.
11. Review and approve C5 Authorizations and Change/Extra Work Orders for completeness and accuracy prior to forwarding to the Tollway for processing.
12. Attend weekly coordination and progress meetings with the CM, Contractor and Tollway staff.
13. Perform reviews (as required) of CM internal QA audits for compliance with approved plans.
14. Perform audit duties as requested to satisfy documentation review requirements.

III. CONSTRUCTION MANAGEMENT (CM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The CM shall furnish services in accordance with the articles contained in the Authority's CM Manual dated July, 2010, and all applicable Tollway Criteria, Manuals and Bulletins.

   As part of the Phase III construction management support team, GSG Material Testing will provide geotechnical inspection and testing including plant and field inspections, sampling and material testing, and laboratory testing services for various construction contracts within the corridor, including but not limited to the following:

   - Contract 11A — I-294 Bridges over 147th Street
   - Contract 3 — NB I-57 (south limit of I-57 to I-294), Ramp B, NB CD Road B (to N limit of I-294)

   Construction management services on each individual project within the corridor includes on-site inspection, review layout of contract including design changes, provide geotechnical inspection and testing, prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway specifications. The CM is to complete and submit final measurements, calculations and final contract documents to the Tollway no later than six (6) weeks after completion of Punch List for the project. All final documents shall be submitted in hard copy and electronic format and follow the ICAPP Manual. All CADD file documents shall be required to contain all record drawing modifications.

IV. REQUIRED SUBMITTALS TO THE AUTHORITY

1. Submittal requirements shall be in accordance with the CM Manual.

V. ITEMS TO BE FURNISHED TO THE CONTSRUCTION MANAGER

1. It shall be the responsibility of the CM to select the applicable reduced record drawings from the Tollway's GIS Site.
2. Digital Ortho-Imagery, contours, horizontal and vertical survey control and centerline of the project limits.
3. Copies of ISTHA Standard Specifications, Standard Drawings, and ISTHA Design Criteria can be obtained from the Tollway's website.
4. Copy of all construction contract documents.

Attachment A

Web-based Project Management System

The Illinois Tollway has a Web-based Project Management System (System) that will be used by project participants on Tollway CRP projects. The System provides a number of benefits to the project participants, including:

1) Simplification of communications.
2) Automated tracking of time-sensitive items.
3) Automated reporting.
4) Common Document management and storage as electronic documents will reside in a central repository.
5) Audit Trail of information so project participants will be able to determine who did what and when.
6) Real-time access and exchange of information.
7) Easy, secure, 24/7 access to project information over the Internet via a computer and an Internet browser.

The successful Consultant must establish broadband Internet connectivity in order to effectively utilize the System (T1 is recommended) and must comply with all work instructions and procedures relating to its use. The consultant must furnish all hardware and software required to effectively utilize the System, including personal computers, peripheral software, virus protection software, System plug-ins, ActiveX installation, firewall configuration and high-speed document scanners. The consultant will be solely responsible for coordination between its subconsultants and suppliers, and the System. All document transmittals and written communications from the Consultant to the Illinois Tollway must be made electronically to the System. In certain cases where "wet signatures" and/or stamps are required by the Tollway, document transmittals must be made simultaneously via the System for the record and by traditional means for paper documents, unless the consultant is directed otherwise in writing by the Tollway. Once stamped/signed documents have been obtained, they must be scanned and uploaded to the System for record.

All consultant, subconsultant and supplier employees who will use the web-based system must complete the training provided by the Tollway prior to having access to the system. A valid e-mail address must be provided prior to training session. The consultant agrees to comply with all terms and conditions associated with use of the web-based project management system.

1.0 Consultant shall utilize ISTHA web-based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.

2.0 Within 14 calendar days of Notice to Proceed, Consultant shall designate a website manager (coordinator) who is to be the point of contact with ISTHA website implementation and support staff.

3.0 Consultant is required but not limited to submit the following using the System:

3.1. Submit schedule, submittals shall be processed using the System to provide a record of activity.

3.2. Progress Reports

3.3. Inspection Reports

3.4. Requests for information, project clarifications, general communication and project related issues.

3.5. Meeting agendas, no later than 3 days before meeting

3.6. Minutes of meetings, no later than 3 days after each progress meeting date, distribute copies of minutes via the System to each party present and to other parties who should have been present. Include a brief summary in narrative form of progress since the previous meeting and report.

4.0 Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:

4.1. Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf), black and white with maximum resolution of 200pdi using CCITT Group 4 (2d Fax) compression.

4.2. Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.

4.3. Electronic photographs shall be submitted in JPEG (.jpg)file format, sized at a minimum resolution of 1024x768 pixels.

4.4. Grayscale or color photo images that are scanned shall be saved in JPEG (.jpg) file format with medium to low quality compression at a minimum resolution of 200 dpi.

4.5. Product data that is available for download from the Manufacturer's website, that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

System Requirements	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0
Processor Speed	2.0 GHzor greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5 Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners[6]	
Medium Format Scanner[1]	Canon DR-5020 Document Scanner or equal
Medium Format Scanner[1]	Canon DR-5080C Document Scanner or equal
Medium Format Scanner[1]	Fujitsu M 4097D IPC Document Scanner or equal
Medium Format Scanner[1]	Fujitsu M 4097D VRS Document Scanner or equal
Medium Format Scanner[1]	Epson GT-30000 Document Scanner or equal
Large Format Scanner[1]	Océ TDS610 36" Monochrome Scanner or equal
Large Format Scanner[1]	Océ TDS810 36" Monochrome Scanner or equal
Large Format Scanner[1]	Vidar Select P36 Color Scanner or equal
Large Format Scanner[1]	Vidar Select MP36 MonochromeScanner or equal
Required Additional Software	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader[2]
Portable Document Format(.PDF) file generator	Adobe Acrobat[3]
ZIP File compression utility	WinZip[4] or equal

[1] Large and medium format scanning may also be outsourced to a digital reproduction house in your locale.

[2] Adobe Acrobat Reader is free software available for download at http://www.adobe.com/

[3] Adobe Acrobat is not free software and must be purchased. At least one copy of the software must be purchased by the Consultant and must reside on a PC accessible to all users within the Consultant's office. The purchase and installation of multiple copies is recommended.

[4] A fully functional evaluation version of WinZip is available for download at http://www.winzip.com/, alternative free file compression utility is 7-zip available at http:"www.7-zip.org/

: **Note:** The scanner models specified meet the requirements of website usage and are provided for information purposes only. Scanner models may change or be discontinued by the manufacturer.

I-11-4026

GSG Consultants, Inc.

EXHIBIT G

CURRENT OBLIGATIONS FOR PROJECTS

Work Scope and Description of Project	Fee (including All Supplemental and Extra	Fee Remaining to Be Earned	Estimated Date of Completion
Phase III - RR-11-5636	$449,705	$449,705	Feb-13

Date Revised 02/11/10

Project No. I-11-4026 Consultant: GSG Consultants, 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.

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: $ -

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

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

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 0.00%

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

Date Revised 04/01/12

Project No. I-11-4026 Consultant: GSG Consultants, 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			6		
	Direct Labor			Direct Labor	$ -
	Direct Costs			Direct Costs	$ -
	Services by Others			Services by Others	$ -
	Additional Services **			Additional Services **	$ -
	Total this Subconsultant (ULC)	$ -		Total this Subconsultant (ULC)	$ -
2			7		
	Direct Labor			Direct Labor	$ -
	Direct Costs			Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **			Additional Services **	$ -
	Total this Subconsultant (ULC)	$ -		Total this Subconsultant (ULC)	$ -
3			8		
	Direct Labor	$ -		Direct Labor	$ -
	Direct Costs	$ -		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Total this Subconsultant (ULC)	$ -		Total this Subconsultant (ULC)	$ -
4			9		
	Direct Labor	$ -		Direct Labor	$ -
	Direct Costs	$ -		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Total this Subconsultant (ULC)	$ -		Total this Subconsultant (ULC)	$ -
5			10		
	Direct Labor	$ -		Direct Labor	$ -
	Direct Costs	$ -		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Total this Subconsultant (ULC)	$ -		Total this Subconsultant (ULC)	$ -

** Additional services funds require prior authorization before use

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

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

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

Date Revised 04/01/12

R&G Engineering, Inc.

RETURN WITH SUBCONTRACT

SUBCONTRACTOR/CONSULTANT REQUIRED DISCLOSURES

Pursuant to Procurement Code 30 ILCS 500/20-120, any contract granted under this Code shall state whether the services of a subcontractor (consultant) will or may be used. To the extent that the information is known, the contract shall include the names and addresses of all subcontractors (consultants) and the expected amount of money each will receive under the contract. Firms shall provide copies of all subcontract agreements with a contract value greater than $25,000 as soon as possible upon notice of a Tollway award, but not later than 20 days from the date the Tollway executes the contract (generally the Notice-to-Proceed date) or after execution of the subcontract, whichever is later.

Subcontractors (consultants) of all tiers with a proposed contract value greater than $25,000 must also complete and submit the Subcontractor/Consultant Certification/Disclosure forms to the Firm awarded the Tollway contract, if they intend to participate in the contract. Firms awarded the Tollway contract must submit these forms within the preceding timeframes.

Subcontract agreements and Certification/Disclosure Forms must be submitted in Adobe Acrobat® .pdf file format on a Compact Disk (CD) to the State Purchasing Officer (SPO) through the General Manager of Engineering at 2700 Ogden Ave., Downers Grove, IL 60515. Publicly traded companies may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the Certification/Disclosure Forms but must still submit eligible subcontractor (consultant) agreements.

All Disclosures shall be signed and made under penalty of perjury by an authorized officer or employee on behalf of the bidder or offeror and all Financial Disclosures and Potential Conflicts of Interest will be filed with the Procurement Policy Board (PPB).

All Firms required to submit Disclosures who have entered into multi-year contracts or sub-contracts shall certify by July 1st of each fiscal year covered by the contract, after the initial fiscal year, to the State Purchasing Officer (SPO) through the General Manager of Engineering at 2700 Ogden Ave., Downers Grove, IL 60515 by submitting either revised forms (in Adobe Acrobat® .pdf file format) or an affidavit that there is no change that it continues to satisfy the requirements of Article 50 of the Procurement Code pertaining to eligibility for a contract award.

RETURN WITH SUBCONTRACT

Tollway Contract Number: I-11-4026
Subcontractor (Consultant) Firm Name: R & G Engineering LLC
Prime Contractor (Consultant) Firm Name: Knight E/A, Inc.

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTS

Article 50 of the Illinois Procurement Code establishes the duty of all State Chief Procurement Officers, State Purchasing Officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.

The certifications hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed should the Illinois Tollway approve the subcontractor. The Chief Procurement Officer may terminate or void the sub-contract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification.

Section 50-2 of the Illinois Procurement Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year sub-contract shall certify, by July 1st of each fiscal year covered by the contract after the initial fiscal year, to the responsible Chief Procurement Officer whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subconsultant is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subconsultant that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

A. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

(a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:

(1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or

(2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

(b) Businesses. No business shall be barred from contracting with any unit of State or local government, or sub-contracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

(1) the business has been finally adjudicated not guilty; or

(2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract to which the sub-contract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

(c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

(d) Certification. Every bid submitted to and contract executed by the Illinois Tollway, and every sub-contract subject to Section 20-120 of the Procurement Code shall contain a certification by the contractor or the subconsultant, respectively, that the contractor or subconsultant is not barred from being awarded a contract or sub-contract under this Section and acknowledges that the Chief Procurement Officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

2. The contractor or subconsultant certifies that it is not barred from being awarded a contract under Section 50.5.

B. Felons

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, or enter into a sub-contract, from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

2. Certification. Every bid submitted to and contract executed by the State and every sub-contract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder or contractor or subconsultant, respectively, that the bidder, contractor, or subconsultant is not barred from being awarded a contract or sub-contract under this Section and acknowledges that the Chief Procurement Officer may declare the related contract void if any of the certifications required by this Section are false.

C. Debt Delinquency

1. The Illinois Procurement Code provides:

Section 50-11 and 50-12. Debt Delinquency. The contractor, bidder or subconsultant, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or sub-contract under the Procurement Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a sub-contract, if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency, or entering into a sub-contract, if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The bidder, contractor or subconsultant, respectively, further acknowledges that the Chief Procurement Officer may declare the related contract void if this certification is false or if the bidder, contractor, or subconsultant, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

D. Prohibited Bidders, Contractors and Subconsultants

1. The Illinois Procurement Code provides:

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subconsultants.
The bidder, contractor or subconsultant, respectively, certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every sub-contract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subconsultant, respectively, that the bidder, contractor, or subconsultant is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

E. Section 42 of the Environmental Protection Act

The bidder, contractor or subconsultant, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subconsultant, is not barred from being awarded a contract or entering into a sub-contract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any sub-contract, that is subject to the Procurement Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder, contractor or subconsultant, respectively, acknowledges that the Chief Procurement Officer may declare the contract void if this certification is false.

The undersigned, on behalf of the sub-contracting company, has read and Understands the above certifications and makes the certifications as required by law.

R & G Engineering LLC
Name of Subcontracting Company

Richard A. Rivera, P.E. [redacted] 4/6/12
Authorized Officer Date

RETURN WITH SUBCONTRACT

Tollway Contract Number: ___I-11-4026_____
Subcontractor (Consultant) Firm Name: _R & G Engineering LLC___
Prime Contractor (Consultant) Firm Name: _Knight E/A, Inc._____

FINANCIAL SUBCONTRACTOR (CONSULTANT) DISCLOSURES

Instructions. The Illinois Procurement Code requires that vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information that is specified below **(30 ILCS 500/50-13 and 50-35 a,b,h)**.

Vendor shall disclose the financial interest, potential conflict of interest and contract information identified in Sections 1, 2, 3 and 4 below as a condition of receiving an award or contract. Please submit this information along with your bid or offer.

Section 1 applies to all contracts regardless of dollar amount. Sections 2, 3 and 4 apply to contracts with an annual value exceeding $25,000 that must be procured using one of the authorized competitive methods of source selection.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures (sections 2, 3, and 4 below) must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

When determining ownership or distributive income shares, use the most current information that you consider reliable, but in no event for a period before your last completed fiscal period.

A designee may submit this form on behalf of the vendor (or its parent). However, that person must have verified the information with each affected individual.

The disclosures herein after made by the subcontractor (consultant) are each material representation of fact upon which reliance is placed. The subcontractor (consultant) further certifies that the Illinois Tollway has received the disclosure forms for each sub-contract.

A. Financial Interest and Conflicts of Interest

Vendor has disclosed if required, on forms provided by the State Agency, and agrees it is under a continuing obligation to disclose to the State Agency, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State Agency officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State Agency if required, on forms provided by the State Agency, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:

a) the person intending to contract with the State Agency, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently $106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);

b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently $177,412.00).

c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently $354,824.00) from the firm, partnership, association or corporation.

Vendor acknowledges that the State Agency may declare this Contract void without any additional compensation due to the Vendor if this certification is false or if the Act or Order is violated. VENDOR (show Company name and DBA)

VENDOR (show Company name and DBA)

R & G Engineering LLC

Signature [redacted]

Printed Name Richard A. Rivera

Title President Date 04/06/2012

Address 8770 W. Bryn Mawr Ave.

Suite 1300

Chicago, IL 60631

CONFLICT OF INTEREST DISCLOSURES

Instructions. Vendor shall disclose with the Offer financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35).

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: R & G Engineering LLC

D/B/A (if used): N/A

Name of any Parent Organization: N/A

RETURN WITH SUBCONTRACT

Section 1: Section 50-13 Conflicts of Interest

Subcontractors (consultants) whose contract value is greater than $25,000 must complete this section. Even if you mark "No Conflict of Interests" you may still need to complete Section 2 and 3.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection

(a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor ($177,412.00], to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One:

____X____ No Conflicts Of Interest

_____ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Section 2: Disclosure of Financial Interest in the Vendor.

This applies to all sub-contracts with an annual value exceeding $25,000 that must be procured using one of the authorized competitive methods of source selection. Complete the appropriate subsections.

Subcontractors (consultants) must complete subsection (a), (b) or (c) below as applicable if the annual value exceeds $25,000. Use (c) if you do not meet the requirements for (a) or (b). In addition, all Vendors must complete Section 3.

(a) Publicly traded corporations subject to SEC reporting requirements

(a-1) Subcontractors (consultants) shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k _____, 20f _____, or 40f _____.

(a-2) Subcontractors (consultants) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(b) Privately held corporations with more than 200 shareholders

(b-1) These subcontractors (consultants) may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code.

(b-2) Subcontractor (consultant) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(c) General disclosure. Individuals, sole proprietorships, partnerships and any others not qualified to use subsection (a) or (b) above must complete (c-1), (c-2), and (c-3) as appropriate.

(c-1) For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use separate forms for each individual.

RETURN WITH SUBCONTRACT

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
   ☒ Yes ☐ No

2. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
   ☐ Yes ☒ No

3. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
   ☐ Yes ☒ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
   ☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 51%. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

   0.5% or less_____ >0.5 to 1.0% _____ >1.0 to 2.0%_____ >2.0 to 3.0 %_____ > 3.0 to 4.0%_____%

   >4.0 to 5.0%_____ and in additional 1% increments as appropriate _____%

If you responded yes to any of the questions 1 – 4 above, Please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☐ Partnership ☐ Other (explain) LLC

Name: Richard A Rivera, P.E.

Address: 8770 W. Bryn Mawr Ave. Suite 1300

Chicago, IL 60631

(c-2) In relation to individuals identified in c-1 above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section (attach additional pages as necessary). If no individual has been identified in c-1 above, mark not applicable (n/a) here ___.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☒

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

RETURN WITH SUBCONTRACT

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
☒ Yes ☐ No

2. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
☐ Yes ☒ No

3. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
☐ Yes ☒ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 49%. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

   0.5% or less____ >0.5 to 1.0% ____ >1.0 to 2.0%____ >2.0 to 3.0 %____ > 3.0 to 4.0%____ %

   >4.0 to 5.0%____ and in additional 1% increments as appropriate _____%

If you responded yes to any of the questions 1 – 4 above, Please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☐ Partnership ☐ Other (explain) LLC

Name: Daniel J. Griffin

Address: 8770 W. Bryn Mawr Ave. Suite 1300

Chicago, IL 60631

(c-2) In relation to individuals identified in c-1 above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section (attach additional pages as necessary). If no individual has been identified in c-1 above, mark not applicable (n/a) here ___.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☒

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

RETURN WITH SUB-CONTRACT

Section 3: Current and Pending Contracts

Subcontractors (consultants) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number. (Attach additional pages as necessary. Show "none" if appropriate.)

This information is submitted on behalf of: __R & G Engineering LLC_____

(Name of Vendor)

Official authorized to sign on behalf of subcontractor (consultant):

Name (printed) __Richard A Rivera, P.E._____ Title__President_____

Signature_[redacted]_ Date___4/6/2012_____

Project Number: I-11-4026 Consultant: R & G Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2012												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Manager													
CCM													
MOT Engineer					100	120	120	120	120	120	120	80	900
TOTALS					100	120	120	120	120	120	120	80	900

Notes:
1.) Use as many pages as required to show the entire schedule for this project.
2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/01/12

EXHIBIT "1" PAGE 284 OF 534

Project Number: I-11-4026 **Consultant:** R & G Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2013												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Manager													
CCM													
MOT Engineer	60	80	120	120	120	120	120	120	120	120	120	80	1300
TOTALS	60	80	120	120	120	120	120	120	120	120	120	80	1300

Notes:
1.) Use as many pages as required to show the entire schedule for this project.
2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/01/12

Exhibit "1"
PAGE 285 OF 294

Project Number: I-11-4026 Consultant: R & G Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2014												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Manager													
CCM													
MOT Engineer	80	80	120	120	120	120	120	120	120	120	120	80	1320
TOTALS	80	80	120	120	120	120	120	120	120	120	120	80	1320

Notes:
1.) Use as many pages as required to show the entire schedule for this project.
2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/01/12

EXHIBIT "1" PAGE 28 OF 52

Project Number: I-11-4026 Consultant: R & G Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Manager													
CCM													
MOT Engineer	50	50	50	50									200
TOTALS	50	50	50	50									200

Notes:
1.) Use as many pages as required to show the entire schedule for this project.
2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/01/12

EXHIBIT "1"
PAGE 287 OF 524

Project No. I-11-4026 **Consultant:** R & G Engineering, LLC

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 3,720.00 (From Exhibit C-3)

Total Dollars: $ 260,400.00 (From Exhibit C-3)

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

DIRECT REGULAR SALARY TIMES MULTIPLIER $ 729,120.00

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

TOTAL DIRECT COSTS $ 37,498.17

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) $ -
(Do not including estimated additional services)

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) $ -
(Do not including estimated additional services)

TOTAL SERVICES BY OTHERS $ -

D. ADDITIONAL SERVICES (prime and subconsultants)
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) $ 766,618.17

Date Revised 04/01/12

Project No.: I-11-4026 **Consultant:** R & G Engineering, LLC

Date: 4/2/2012

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible For Prem. O/T?
MOT Engineer / Project Manager	Daniel J. Griffin	68.05	68.05	Yes
Resident Engineer	David L. Crow	46.35	48.28	Yes
	Richard A Rivera	50.21	48.28	Yes
Assistant Resident Engineer	Keith Keslinke	39.52	39.52	Yes
Field Engineer	John B. Babbitt	24.15	27.39	Yes
	Daniel P. Griffin	30.66	27.39	Yes
	Kevin J. Kohlstedt	27.30	27.39	Yes
	Helene Maldonado	24.15	27.39	Yes
	Anthony P. Mareno	28.86	27.39	Yes
	Daniel Zeman	29.20	27.39	Yes
Senior Field Inspector	Robert T. Nowak	37.13	37.13	Yes
Office Administrator	Lizette Camuzano	22.05	22.05	Yes

* Exhibit C-1 is a comprehensive list of classifications of company employees.

(1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.

(2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.

(3) Use as many sheets as necessary to show classifications.

Date Revised 04/01/12

Project No.: I-11-4026 **Consultant:** R & G Engineering, LLC

Date: 4/2/2012

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 36 NO. OF MONTHS

SCHEDULED START DATE: 5/1/2012

RAISE DATE: 1/1/2013

PERCENT OF RAISE: 3%

ESCALATION PER YEAR

5/1/2012 - 12/31/2012	1/1/2013 - 12/31/2013	1/1/2014 - 12/31/2014	1/1/2015 - 4/30/2015	-
Date Date	Date Date	Date Date	Date Date	Date Date
8.0	12.0	12.0	4.0	
36.0	36.0	36.0	36.0	36.0
22.22%	34.33%	35.36%	12.14%	
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

The escalation factor for this project is: 104.06%

EXHIBIT "I"
PAGE 290 OF 521

Date Revised 04/01/12

Project No.: I-11-4026 Consultant: R & G Engineering, LLC

Date: 4/2/2012 Total Escalation Factor from C-2: 104.06%

EXHIBIT C-3: DIRECT LABOR CALCULATION

Classification (From Exhibit C-1)	(1) Current Average Hourly Rate (From Exhibit C-1) (SEE NOTE 1 BELOW)	(2) Escalated Average Hourly Rate (SEE NOTE 2 BELOW)	(3) Estimated Work Hours (Including Overtime)	Direct Labor Extension (Col. 2 x Col. 3)
MOT Engineer / Project Manager	$68.05	$70.00	3,720.00	$ 260,400.00
Resident Engineer	$48.28	$50.24		
Assistant Resident Engineer	$39.52	$41.12		
Field Engineer	$27.39	$28.50		
Senior Field Inspector	$37.13	$38.64		
Office Administrator	$22.05	$22.95		

Total Estimated Work Hours: 3,720.00
Must Match Exhibit A

Total Direct Labor: $ 260,400.00

Average Hourly Rate: $ 70.00

(1) **Average Hourly Rate per classification from C1.** Hard enter this number. DO NOT insert a formula.
* Average Hourly Rates cannot exceed applicable salary caps.

(2) **Current Average Hourly Rate x Escalation Factor.** No escalation factor is allowed for employees at or above the salary cap rate

Date Revised 04/01/12

Project No. I-11-4026 Consultant: R & G Engineering, LLC

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate	$ 45.00 (Includes Tolls)	X	740 (No. of Days)	$	33,300.00
Mileage	$ 0.510 (Mileage Rate)	X	1,000 (No. of Miles)	$	510.00

(Use mileage rate found at:
http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

TOTAL VEHICLE REIMBURSEMENT $ 33,810.00

B. ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here: $ 2,638.17

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

DIRECT COST CATEGORY

TOTAL ITEMIZED DIRECT COSTS

Project No. I-11-4026 Consultant: R & G Engineering, LLC

EXHIBIT D (Continued)

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

D. PREMIUM OVERTIME

Classification	Estimate of Overtime Hours	Escalated Hourly Rate (Premium Portion Only) (SEE NOTE 1 BELOW)	Premium Overtime Dollars (Hours x Rate)
MOT Engineer / Project Manager	30.00	$35.00	$ 1,050.00

TOTAL PREMIUM OVERTIME $ 1,050.00

(1) Premium portion is equal to 1/2 of the escalated average hourly rate for the classification. This number is to be hard entered. DO NOT enter a formula

Date Revised 04/01/12

ALLOWABLE DIRECT COSTS

08.01.2008

The following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Daily Rate (owned or leased the same)	$45/day (Maximum) Including Tolls
Overtime	Premium portion
Tolls	Actual Cost
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of $15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Mobile Phone (for traffic system implementation)	
Telephone Usage (for traffic system monitoring)	
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
  http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.

- On all agreements authorization after January 1, 2005, GPS Equipment is considered tools of the trade.

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones (maximum of 3 without additional approval. Personal phones that do not remain on the job site are not allowable)	$70/month/phone (Maximum)
Radio Communication	Actual Cost
2-way Radio	Actual Cost
Vehicles (Only for Vehicles assigned to project) **DAILY RATE ONLY**	$45/day (Maximum) Including Tolls
The number of days will be calculated as follows: For extended stay**- Number of days on job site plus one Day to travel to and from job site Weekly (hotel) – Number of days on job site plus one day to Travel to and from job site per week. Shift Differential	Actual Cost based on firm policy

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

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

Project No. I-11-4026 Consultant: R & G Engineering, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Classification: _____

Project Manager: _____

Classification: _____

Project Engineer: Daniel J. Griffin

Classification: MOT Engineer

Resident Engineer: _____

Classification: _____

Documentation Engineer: _____

Classification: _____

Project Civil Engineer: _____

Classification: _____

Project Structural Engineer: _____

Classification: _____

Project Drainage Engineer: _____

Classification: _____

Senior Engineer: _____

Classification: _____

Others: _____

_____

List all key personnel titles that are applicable to this project.

Attach resumes of all key personnel

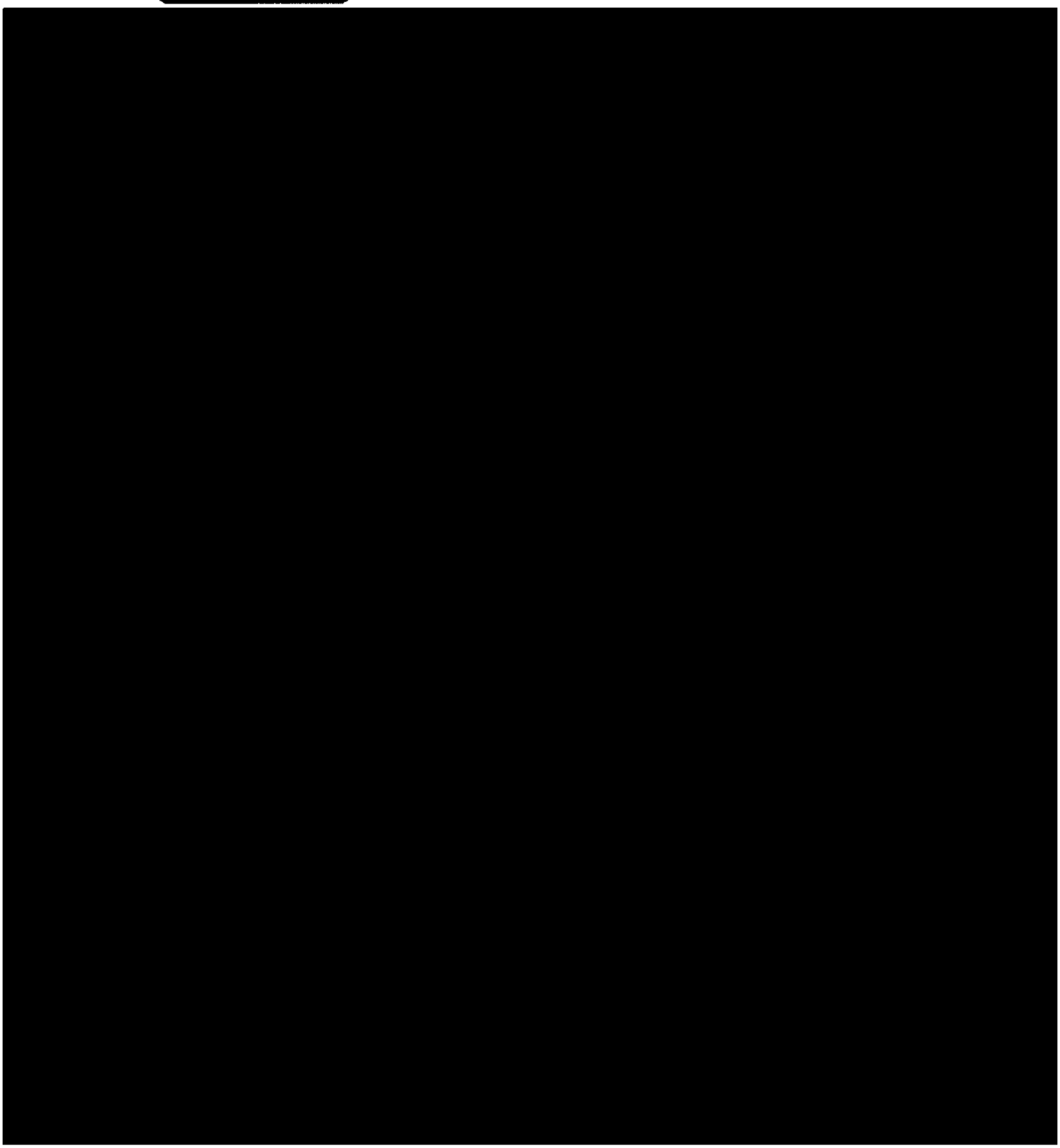
R & G
ENGINEERING, LLC.

DANIEL J. GRIFFIN
Vice President

[redacted]

R & G
ENGINEERING, LLC.

DANIEL J. GRIFFIN
Vice President



R&G Engineering

Exhibit F

Scope of Work

Design and Construction Project Management
I-294 / I-57
Tri-State Tollway M.P. 7.6 (I-57)

Contract No. I-11-4026

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This contract is for Phase II Design and Phase III Construction Project Management Services on the Tri-State Tollway and I-57 interchange in Cook County, Illinois. The Consultant shall assist the Tollway in design management services for design contracts associated with the I-294 / I-57 interchange. The Consultant shall also provide corridor construction management services (CCM) for all construction contracts and construction management service (CM) on selected construction contracts within these limits. The Tollway will determine the number of construction management contracts for this project at a future date. This consultant should consider that they will perform CCM throughout the duration of the construction and they will perform CM services for construction contracts throughout the duration of construction.

The Consultant will perform on-site inspection, review layout of contract including design changes, provide geotechnical inspection and testing, prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway specifications. The Consultant must complete and submit final measurements, calculations and final contract documents to the Tollway no later than six (6) weeks after completion of Punch List for the project. The Consultant must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the ICAPP Manual. All CADD file documents shall be required to contain all record drawing modifications.

Construction Contracts

Work within the entire project corridor has been established as a series of construction contracts under two primary construction phases. Construction Phase I has been developed to primarily accommodate construction of northbound to northbound movements between I-294 and I-57. There are currently nine (9) individual construction contracts anticipated as part of Phase I of the interchange construction program. Three of the construction contracts have been let by IDOT and are currently underway. The final number of contracts needed for the program is to be determined as final design is developed. The work identified in Construction Phase I of the program is included under this original professional services agreement.

There are five (5) construction contracts currently anticipated for a deferred Construction Phase II of the program which have yet to be scheduled. Construction Phase II is intended to generally accommodate completion of interchange construction of southbound to southbound movements between I-294 and I-57, and additional improvements along I-57. Future accommodation for Design and Construction Project Management Services for Construction Phase II contracts will be at the option of the Tollway as a supplement to this agreement.

The anticipated contracts and schedules are as follows:

Contract Designation	Contract Description	Construction Schedule
IDOT		
1	I-57 Bridge over I-294, I-57 Median (S limit of I-57 to I-294)	03/11 – 11/12
2	Kedzie Avenue Bridge over I-57	04/12 – 11/12
10	147th Street from Kedzie Ave. to Dixie Hwy	08/12 – 11/13
PHASE I		
3A	Dixie Creek Realignment	04/12 – 04/13
3	NB I-57 (south limit of I-57 to I-294), Ramp B NB CD Road B (to North limit I-294)	11/12 – 10/14
4	SB I-57 (south limit of I-57 to I-294), Ramp M, SB CD Road M (to N limit of I-294)	11/12 – 10/14
4A	Toll Plazas (to NB I-294 on CD Road B) and (to SB I-57 on CD Road M)	08/13 – 10/14
11A	Tri-State Tollway (I-294) Bridges over 147th Street	06/12 – 11/13
11B	Ramp X and Ramp N	03/13 – 10/13
PHASE II		
5	Ramp C and Ramp F2	TBD
6	I-57 Median (I-294 to N limit of I-57)	TBD
7	I-57 SB (I-294 to N limit of I-57), includes CD Road C, Ramp F1, Partial Ramp E	TBD
8	I-57 NB (I-294 to N limit of I-57), includes CD Road A, Ramp H, Partial Ramps J and K	TBD
9	Ramp D and Ramp L	TBD

II. CORRIDOR CONSTRUCTION MANAGEMENT (CCM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

The Corridor Construction Manager (CCM) is responsible for all aspects of the construction management, coordinating the efforts of the individual project Construction Managers (CM) and a construction support team. The CCM reports directly to the Tollway Project Manager.

The corridor construction support team is comprised of construction and documentation engineers reporting directly to the CCM and are responsible for coordinating the efforts of the various CMs and ensuring that the day to day activities of the CMs and respective Contractors are in accordance with the Tollway Construction Manual and meet Tollway criteria. As part of the CCM support team, R&G Engineering will provide assistance with multiple tasks as directed by the CCM. These tasks could include but not be limited to the following:

1. Provide bid phase and post design coordination and support.
2. Provide general coordination and oversight for the Construction Project Managers (CPM). Monitor CMs and assist in anticipated field problems.
3. Make recommendations to the Tollway with respect to field changes and other technical field problems.
4. Coordinate and monitor CPMs for consistency between construction sections.
5. Review contract documents and specifications with regard to constructability and consistency between design sections. Coordinate and confirm completion of constructability reviews by CMs.
6. Provide separate constructability review from the CM with the objective to ensure consistency between design sections, that the numbers of potential change orders are minimized and the probability of delays and disputes are reduced.
7. Coordinate required revisions identified within the constructability reviews with the Design Manager (DM).
8. Coordination with Tollway staff in the advertisement and award of the construction contracts.
9. Attend meetings with Tollway and outside agencies for issues with arise during construction.
10. Coordinate and monitor the CMs for consistency between sections by performing on-site internal QA audits of CM's documentation and material inspection for compliance with approved plans and procedures.
11. Coordinate overall construction issues, stages, etc. between adjacent projects.
12. Utilize the Tollway's web-base management software to inform Construction Management Team (CM, CPM & CCM) of resolution of corridor issues.
13. Coordinate, attend and chair monthly construction coordination meetings with project CMs. Document in accordance with Tollway procedures. Schedule and invite meeting attendees and Tollway stakeholders, as

required.

14. Quarterly review (minimum) of implementation and construction activities for compliance with approved QNQC plan.
15. Issues NCR's when applicable and monitors the NCR process as it relates to their project. Reports investigation and action to prevent reoccurrence to CCM. (F5070)
16. Assist in coordination and attend all coordination meetings between affected municipalities, utilities and other agencies required for the project.
17. Assist CDM to resolve design issues that arise during construction and communicate resolution to Construction Project Managers.
18. Facilitate and expedite contract closeout to ensure that all work is completed in accordance with the contract documents. Schedule final closeout meeting.
19. Monitor Quality Assurance items such as:
    a. Monitor NCRs initiated by the Tollway; DSEs, CMs and Contractors for trends that required corrective action initiatives.
    b. Monitor customer complaints and other customer feedback to identify the need for corrective action initiatives or the opportunity for preventive actions.
    c. Initiate and monitor preventive action initiatives and report on their status to the Tollway Design Managers. (F5050)
20. Review warranty materials assembled by the CM and summarize key components for the Tollway.
21. Frequent/Daily Review of CM logs (RFI's, Shop Drawings, PCO's, etc.) for timeliness of response, action and reporting, review response/direction from CM for item closure.
22. Frequent/Daily Review tracking of approved extra work orders relative to approved/submitted pay request versus approved PCO upper limit.
23. Coordinate the scheduling of preconstruction meeting and distribution of the Meeting Agenda (P1040). Confirm all Tollway Departments and outside agencies with a stake in the project are invited.
24. Assist the CM in coordinating the pre-construction meeting.
25. Responsible for follow-up activities associated with the preconstruction meeting.
26. Maintain knowledge of overall project status as well as impacts of construction on Tollway users and surrounding communities.
27. Monitor CM's activities to confirm tasks set forth in the Tollway Construction Manual are completed.
28. Coordinate responses to RFI's and project submittals.
29. Coordinate and facilitate construction submittal review with Tollway departments. Schedule review meetings with Tollway departments as required expediting approval of critical items.
30. Prioritize and expedite resolution of issues that arise during construction.
31. Elevate Lessons Learned issues that arise during construction to the CDM and CCM, whom subsequently inform other design or construction sections.
32. Confirm submittal, review and approve monthly Project Status Reports. Confirm that project binders are updated weekly with weekly reports and

logs.
33. Review and monitor CM documentation and material inspection.
34. Monitor material inspection and QAQC programs.
35. Monitor the response time for and coordinate consistency of RFIs, submittals and correspondence.
36. Review and approve C5 Authorizations and Change/Extra Work Orders for completeness and accuracy prior to forwarding to the Tollway for processing.
37. Review progress schedules and adherence to the Approved Progress Schedules.
38. Review Value Engineering proposals for feasibility and benefit to the Tollway via written recommendation.
39. Attend weekly coordination and progress meetings with the CM, Contractor and Tollway staff.
40. Perform reviews (as required) of CM internal QA audits for compliance with approved plans.
41. Perform audit duties as requested to satisfy documentation review requirements.
42. Monitor CM and Contractor activities and issue NCRs as required.
43. Monitor CM and contractor activities for schedule critical path elements

The Corridor Construction Manager (CCM) is to assist the Tollway as communications liaison with all stakeholders. The tasks to be performed as communications liaison shall include but not be limited to the following:

1. Develop and distribute to all stakeholders a weekly design schedule, which includes milestone submittal, review meeting, advertisement and bid opening dates.
2. Develop and distribute to all stakeholders a monthly construction stage change schedule. Prior to all significant stage changes, schedule, invite attendees and coordinate a stage change review meeting to present the upcoming stage change and impacts on Tollway users, traffic congestion, toll plaza personnel, and local municipalities.
3. Attend periodic Tollway Communication Department meetings as requested to provide program project summary.
4. Coordinate all lane closures and traffic stage changes for all construction contracts with the Tollway Maintenance, Communications, Toll Services, Facilities Maintenance as well as adjacent Tollway, IDOT, and local agency projects. Work will include ensuring that lane closure information is consistent, accurate, reliable and timely.
5. Will act as single point of contract for IDOT and local municipality coordination. Coordinate development and tracking of status of permits. Develop and track intergovernmental agreements and provide status updates to the effected agencies. Track reviews by outside agencies (non-utility) for timeliness and incorporation in the plans.
6. Provide executive level communication protocols to assure information is delivered in a format that supports the Tollway's internal decision making processes.
7. Prepare Incident Management Plan appendices.

Attachment A

Web-based Project Management System

The Illinois Tollway has a Web-based Project Management System (System) that will be used by project participants on Tollway CRP projects. The System provides a number of benefits to the project participants, including:

1) Simplification of communications.
2) Automated tracking of time-sensitive items.
3) Automated reporting.
4) Common Document management and storage as electronic documents will reside in a central repository.
5) Audit Trail of information so project participants will be able to determine who did what and when.
6) Real-time access and exchange of information.
7) Easy, secure, 24/7 access to project information over the Internet via a computer and an Internet browser.

The successful Consultant must establish broadband Internet connectivity in order to effectively utilize the System (T1 is recommended) and must comply with all work instructions and procedures relating to its use. The consultant must furnish all hardware and software required to effectively utilize the System, including personal computers, peripheral software, virus protection software, System plug-ins, ActiveX installation, firewall configuration and high-speed document scanners. The consultant will be solely responsible for coordination between its subconsultants and suppliers, and the System. All document transmittals and written communications from the Consultant to the Illinois Tollway must be made electronically to the System. In certain cases where "wet signatures" and/or stamps are required by the Tollway, document transmittals must be made simultaneously via the System for the record and by traditional means for paper documents, unless the consultant is directed otherwise in writing by the Tollway. Once stamped/signed documents have been obtained, they must be scanned and uploaded to the System for record.

All consultant, subconsultant and supplier employees who will use the web-based system must complete the training provided by the Tollway prior to having access to the system. A valid e-mail address must be provided prior to training session. The consultant agrees to comply with all terms and conditions associated with use of the web-based project management system.

1.0 Consultant shall utilize ISTHA web-based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.

2.0 Within 14 calendar days of Notice to Proceed, Consultant shall designate a website manager (coordinator) who is to be the point of contact with ISTHA website implementation and support staff.

3.0 Consultant is required but not limited to submit the following using the System:

3.1. Submit schedule, submittals shall be processed using the System to provide a record of activity.

3.2. Progress Reports

3.3. Inspection Reports

3.4. Requests for information, project clarifications, general communication and project related issues.

3.5. Meeting agendas, no later than 3 days before meeting

3.6. Minutes of meetings, no later than 3 days after each progress meeting date, distribute copies of minutes via the System to each party present and to other parties who should have been present. Include a brief summary in narrative form of progress since the previous meeting and report.

4.0 Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:

4.1. Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf), black and white with maximum resolution of 200pdi using CCITT Group 4 (2d Fax) compression.

4.2. Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.

4.3. Electronic photographs shall be submitted in JPEG (.jpg)file format, sized at a minimum resolution of 1024x768 pixels.

4.4. Grayscale or color photo images that are scanned shall be saved in JPEG (.jpg) file format with medium to low quality compression at a minimum resolution of 200 dpi.

4.5. Product data that is available for download from the Manufacturer's website, that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

System Requirements	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0
Processor Speed	2.0 GHzor greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5 Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners[5]	
Medium Format Scanner[1]	Canon DR-5020 Document Scanner or equal
Medium Format Scanner[1]	Canon DR-5080C Document Scanner or equal
Medium Format Scanner[1]	Fujitsu M 4097D IPC Document Scanner or equal
Medium Format Scanner[1]	Fujitsu M 4097D VRS Document Scanner or equal
Medium Format Scanner[1]	Epson GT-30000 Document Scanner or equal
Large Format Scanner[1]	Océ TDS610 36" Monochrome Scanner or equal
Large Format Scanner[1]	Océ TDS810 36" Monochrome Scanner or equal
Large Format Scanner[1]	Vidar Select P36 Color Scanner or equal
Large Format Scanner[1]	Vidar Select MP36 MonochromeScanner or equal
Required Additional Software	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader[2]
Portable Document Format(.PDF) file generator	Adobe Acrobat[3]
ZIP File compression utility	WinZip[4] or equal

[1] Large and medium format scanning may also be outsourced to a digital reproduction house in your locale.

[2] Adobe Acrobat Reader is free software available for download at http://www.adobe.com/

[3] Adobe Acrobat is not free software and must be purchased. At least one copy of the software must be purchased by the Consultant and must reside on a PC accessible to all users within the Consultant's office. The purchase and installation of multiple copies is recommended.

[4] A fully functional evaluation version of WinZip is available for download at http://www.winzip.com/, alternative free file compression utility is 7-zip available at http:"www.7-zip.org/

: **Note:** The scanner models specified meet the requirements of website usage and are provided for information purposes only. Scanner models may change or be discontinued by the manufacturer.

I-11-4026

EXHIBIT G

CURRENT OBLIGATIONS FOR PROJECT

(R & G Engineering, LLC)

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I – 11- 4026	I-294 & I-57 Interchange	$766,618.	$766,618	June 2015
I – 11 – 4000	I-90 & IL RT 47 Interchange	$524,822	$524,822	January 2013

Project No. I-11-4026 Consultant: R & G Engineering, LLC

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1 _____

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

2 _____

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

3 _____

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

4 _____

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

5 _____

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

6 _____

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

7 _____

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

8 _____

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

9 _____

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

10 _____

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

** Additional services funds require prior authorization before use

TOTAL 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): 0.00%

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

Date Revised 04/01/12

Project No. I-11-4026 **Consultant:** R & G Engineering, LLC

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

** Additional services funds require prior authorization before use

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

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

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

T.Y. Lin International Great Lakes, Inc.

T·Y·LIN INTERNATIONAL
engineers | planners | scientists

April 6, 2012

Stella Banak
General Manager of Engineering
Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515

Re: Professional Engineering Services Agreement
I-57/294 Interchange
Contract No. I-11-4026

Dear Ms. Banak:

T.Y. Lin International Great Lakes, Inc. (TYLI) is submitting, as requested, our Certification Disclosures for our United States ownership as follows:

- T.Y. Lin International Great Lakes, Inc.
- T.Y. Lin International, Inc.
- T.Y. Lin International Group, Ltd.
- Dar Holdings USA, Inc.

We are requesting these disclosures be reviewed and our contract approved while we gather the required information for our international ownership.

Sincerely,

[redacted]

Heather Gaffney, S.E., P.E.
Senior Vice President/Regional Director

SUBCONTRACTOR/CONSULTANT REQUIRED DISCLOSURES

Pursuant to Procurement Code 30 ILCS 500/20-120, any contract granted under this Code shall state whether the services of a subcontractor (consultant) will or may be used. To the extent that the information is known, the contract shall include the names and addresses of all subcontractors (consultants) and the expected amount of money each will receive under the contract. Firms shall provide copies of all subcontract agreements with a contract value greater than $25,000 as soon as possible upon notice of a Tollway award, but not later than 20 days from the date the Tollway executes the contract (generally the Notice-to-Proceed date) or after execution of the subcontract, whichever is later.

Subcontractors (consultants) of all tiers with a proposed contract value greater than $25,000 must also complete and submit the Subcontractor/Consultant Certification/Disclosure forms to the Firm awarded the Tollway contract, if they intend to participate in the contract. Firms awarded the Tollway contract must submit these forms within the preceding timeframes.

Subcontract agreements and Certification/Disclosure Forms must be submitted in Adobe Acrobat® .pdf file format on a Compact Disk (CD) to the State Purchasing Officer (SPO) through the General Manager of Engineering at 2700 Ogden Ave., Downers Grove, IL 60515. Publicly traded companies may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the Certification/Disclosure Forms but must still submit eligible subcontractor (consultant) agreements.

All Disclosures shall be signed and made under penalty of perjury by an authorized officer or employee on behalf of the bidder or offeror and all Financial Disclosures and Potential Conflicts of Interest will be filed with the Procurement Policy Board (PPB).

All Firms required to submit Disclosures who have entered into multi-year contracts or sub-contracts shall certify by July 1st of each fiscal year covered by the contract, after the initial fiscal year, to the State Purchasing Officer (SPO) through the General Manager of Engineering at 2700 Ogden Ave., Downers Grove, IL 60515 by submitting either revised forms (in Adobe Acrobat® .pdf file format) or an affidavit that there is no change that it continues to satisfy the requirements of Article 50 of the Procurement Code pertaining to eligibility for a contract award.

RETURN WITH SUBCONTRACT

Tollway Contract Number: **I-11-4026**
Subcontractor (Consultant) Firm Name: **T. Y. Lin International Great Lakes, Inc.**
Prime Contractor (Consultant) Firm Name: **Knight E/A**

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTS

Article 50 of the Illinois Procurement Code establishes the duty of all State Chief Procurement Officers, State Purchasing Officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.

The certifications hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed should the Illinois Tollway approve the subcontractor. The Chief Procurement Officer may terminate or void the sub-contract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification.

Section 50-2 of the Illinois Procurement Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year sub-contract shall certify, by July 1st of each fiscal year covered by the contract after the initial fiscal year, to the responsible Chief Procurement Officer whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subconsultant is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subconsultant that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

A. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

(a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:

(1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or

(2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

(b) Businesses. No business shall be barred from contracting with any unit of State or local government, or sub-contracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

(1) the business has been finally adjudicated not guilty; or

(2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract to which the sub-contract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high

managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

(c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

(d) Certification. Every bid submitted to and contract executed by the Illinois Tollway, and every sub-contract subject to Section 20-120 of the Procurement Code shall contain a certification by the contractor or the subconsultant, respectively, that the contractor or subconsultant is not barred from being awarded a contract or sub-contract under this Section and acknowledges that the Chief Procurement Officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

2. The contractor or subconsultant certifies that it is not barred from being awarded a contract under Section 50.5.

B. <u>Felons</u>

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, or enter into a sub-contract, from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

2. Certification. Every bid submitted to and contract executed by the State and every sub-contract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder or contractor or subconsultant, respectively, that the bidder, contractor, or subconsultant is not barred from being awarded a contract or sub-contract under this Section and acknowledges that the Chief Procurement Officer may declare the related contract void if any of the certifications required by this Section are false.

C. <u>Debt Delinquency</u>

1. The Illinois Procurement Code provides:

Section 50-11 and 50-12. Debt Delinquency. The contractor, bidder or subconsultant, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or sub-contract under the Procurement Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a sub-contract, if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency, or entering into a sub-contract, if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The bidder, contractor or subconsultant, respectively, further acknowledges that the Chief Procurement Officer may declare the related contract void if this certification is false or if the bidder, contractor, or subconsultant, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

D. Prohibited Bidders, Contractors and Subconsultants

1. The Illinois Procurement Code provides:

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subconsultants.
The bidder, contractor or subconsultant, respectively, certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every sub-contract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subconsultant, respectively, that the bidder, contractor, or subconsultant is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

E. Section 42 of the Environmental Protection Act

The bidder, contractor or subconsultant, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subconsultant, is not barred from being awarded a contract or entering into a sub-contract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any sub-contract, that is subject to the Procurement Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder, contractor or subconsultant, respectively, acknowledges that the Chief Procurement Officer may declare the contract void if this certification is false.

The undersigned, on behalf of the sub-contracting company, has read and Understands the above certifications and makes the certifications as required by law.

T.Y. Lin International Great Lakes, Inc.
Name of Subcontracting Company

[redacted]
Authorized Officer

4/6/12
Date

RETURN WITH SUBCONTRACT

Tollway Contract Number: **I-11-4026**
Subcontractor (Consultant) Firm Name: **T. Y. Lin International Great Lakes, Inc.**
Prime Contractor (Consultant) Firm Name: **Knight E/A**

FINANCIAL SUBCONTRACTOR (CONSULTANT) DISCLOSURES

Instructions. The Illinois Procurement Code requires that vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information that is specified below **(30 ILCS 500/50-13 and 50-35 a,b,h).**

Vendor shall disclose the financial interest, potential conflict of interest and contract information identified in Sections 1, 2, 3 and 4 below as a condition of receiving an award or contract. Please submit this information along with your bid or offer.

Section 1 applies to all contracts regardless of dollar amount. Sections 2, 3 and 4 apply to contracts with an annual value exceeding $25,000 that must be procured using one of the authorized competitive methods of source selection.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures (sections 2, 3, and 4 below) must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

When determining ownership or distributive income shares, use the most current information that you consider reliable, but in no event for a period before your last completed fiscal period.

A designee may submit this form on behalf of the vendor (or its parent). However, that person must have verified the information with each affected individual.

The disclosures herein after made by the subcontractor (consultant) are each material representation of fact upon which reliance is placed. The subcontractor (consultant) further certifies that the Illinois Tollway has received the disclosure forms for each sub-contract.

A. Financial Interest and Conflicts of Interest

Vendor has disclosed if required, on forms provided by the State Agency, and agrees it is under a continuing obligation to disclose to the State Agency, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State Agency officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State Agency if required, on forms provided by the State Agency, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:

a) the person intending to contract with the State Agency, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently $106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);

b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently $177,412.00).

c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently $354,824.00) from the firm, partnership, association or corporation.

Vendor acknowledges that the State Agency may declare this Contract void without any additional compensation due to the Vendor if this certification is false or if the Act or Order is violated. VENDOR (show Company name and DBA)

VENDOR (show Company name and DBA)

T Y Lin International Great Lakes, Inc.

Signature [redacted]

Printed Name Heather Gaffney, S.E., P.E.

Title Senior Vice President/Regional Director Date 04/05/12

Address 200 S Wacker Drive, Suite 1400

Chicago, Illinois 60606

CONFLICT OF INTEREST DISCLOSURES

Instructions. Vendor shall disclose with the Offer financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35).

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: T Y Lin International Great Lakes, Inc.

D/B/A (if used): _____

Name of any Parent Organization: T.Y. Lin International

PARENT: TY Lin Int

RETURN WITH SUBCONTRACT

Section 1: Section 50-13 Conflicts of Interest

Subcontractors (consultants) whose contract value is greater than $25,000 must complete this section. Even if you mark "No Conflict of Interests" you may still need to complete Section 2 and 3.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection

(a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor ($177,412.00], to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One:

____X____ No Conflicts Of Interest

_____ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Section 2: Disclosure of Financial Interest in the Vendor.

This applies to all sub-contracts with an annual value exceeding $25,000 that must be procured using one of the authorized competitive methods of source selection. Complete the appropriate subsections.

Subcontractors (consultants) must complete subsection (a), (b) or (c) below as applicable if the annual value exceeds $25,000. Use (c) if you do not meet the requirements for (a) or (b). In addition, all Vendors must complete Section 3.

(a) Publicly traded corporations subject to SEC reporting requirements

(a-1) Subcontractors (consultants) shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k _____, 20f _____, or 40f _____.

(a-2) Subcontractors (consultants) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(b) Privately held corporations with more than 200 shareholders

(b-1) These subcontractors (consultants) may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code.

(b-2) Subcontractor (consultant) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(c) General disclosure. Individuals, sole proprietorships, partnerships and any others not qualified to use subsection (a) or (b) above must complete (c-1), (c-2), and (c-3) as appropriate.

(c-1) For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use separate forms for each individual.

RETURN WITH SUBCONTRACT

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
   ☐ Yes ☒ No

2. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
   ☒ Yes ☐ No

3. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
   ☐ Yes ☒ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
   ☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: $190,278. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

   0.5% or less_____>0.5 to 1.0% _____>1.0 to 2.0%_____ >2.0 to 3.0 %_____> 3.0 to 4.0%_____%

   >4.0 to 5.0%_____and in additional 1% increments as appropriate _____%

If you responded yes to any of the questions 1 – 4 above, Please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☒ Partnership ☐ Other (explain)_____

Name: Man-Chung Tang

Address: Two Harrison Street, Suite 500

San Francisco, CA 94105

(c-2) In relation to individuals identified in c-1 above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section (attach additional pages as necessary). If no individual has been identified in c-1 above, mark not applicable (n/a) here ___.

EXHIBIT "1"
PAGE 323 OF 524

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☒

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

RETURN WITH SUBCONTRACT

Section 2: Disclosure of Financial Interest in the Vendor.

This applies to all sub-contracts with an annual value exceeding $25,000 that must be procured using one of the authorized competitive methods of source selection. Complete the appropriate subsections.

Subcontractors (consultants) must complete subsection (a), (b) or (c) below as applicable if the annual value exceeds $25,000. Use (c) if you do not meet the requirements for (a) or (b). In addition, all Vendors must complete Section 3.

(a) Publicly traded corporations subject to SEC reporting requirements

(a-1) Subcontractors (consultants) shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k _____, 20f _____, or 40f _____.

(a-2) Subcontractors (consultants) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(b) Privately held corporations with more than 200 shareholders

(b-1) These subcontractors (consultants) may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code.

(b-2) Subcontractor (consultant) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(c) General disclosure. Individuals, sole proprietorships, partnerships and any others not qualified to use subsection (a) or (b) above must complete (c-1), (c-2), and (c-3) as appropriate.

(c-1) For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use separate forms for each individual.

5. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
☐ Yes ☒ No

6. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
☒ Yes ☐ No

7. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
☐ Yes ☒ No

8. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: $554,978. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

0.5% or less_____>0.5 to 1.0% _____>1.0 to 2.0%_____>2.0 to 3.0 %_____> 3.0 to 4.0%_____%

>4.0 to 5.0%_____and in additional 1% increments as appropriate _____%

If you responded yes to any of the questions 1 – 4 above, Please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☒ Partnership ☐ Other (explain)_____

Name: Robert Peterson

Address: Two Harrison Street, Suite 500

San Francisco, CA 94105

(c-2) In relation to individuals identified in c-1 above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section (attach additional pages as necessary). If no individual has been identified in c-1 above, mark not applicable (n/a) here ___.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☒

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

Section 2: Disclosure of Financial Interest in the Vendor.

This applies to all sub-contracts with an annual value exceeding $25,000 that must be procured using one of the authorized competitive methods of source selection. Complete the appropriate subsections.

Subcontractors (consultants) must complete subsection (a), (b) or (c) below as applicable if the annual value exceeds $25,000. Use (c) if you do not meet the requirements for (a) or (b). In addition, all Vendors must complete Section 3.

(a) Publicly traded corporations subject to SEC reporting requirements

(a-1) Subcontractors (consultants) shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k _____, 20f _____, or 40f _____.

(a-2) Subcontractors (consultants) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(b) Privately held corporations with more than 200 shareholders

(b-1) These subcontractors (consultants) may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code.

(b-2) Subcontractor (consultant) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(c) General disclosure. Individuals, sole proprietorships, partnerships and any others not qualified to use subsection (a) or (b) above must complete (c-1), (c-2), and (c-3) as appropriate.

(c-1) For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use separate forms for each individual.

9. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
☐ Yes ☒ No

10. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
☒ Yes ☐ No

11. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
☐ Yes ☒ No

12. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: $554,978. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

0.5% or less_____>0.5 to 1.0% _____>1.0 to 2.0%_____ >2.0 to 3.0 %_____> 3.0 to 4.0%_____%

>4.0 to 5.0%_____and in additional 1% increments as appropriate _____%

If you responded yes to any of the questions 1 – 4 above, Please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☒ Partnership ☐ Other (explain)_____

Name: Alvaro Piedrahita

Address: Two Harrison Street, Suite 500

San Francisco, CA 94105

(c-2) In relation to individuals identified in c-1 above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section (attach additional pages as necessary). If no individual has been identified in c-1 above, mark not applicable (n/a) here ___.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☒

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

RETURN WITH SUBCONTRACT

Section 2: Disclosure of Financial Interest in the Vendor.

This applies to all sub-contracts with an annual value exceeding $25,000 that must be procured using one of the authorized competitive methods of source selection. Complete the appropriate subsections.

Subcontractors (consultants) must complete subsection (a), (b) or (c) below as applicable if the annual value exceeds $25,000. Use (c) if you do not meet the requirements for (a) or (b). In addition, all Vendors must complete Section 3.

(a) Publicly traded corporations subject to SEC reporting requirements

(a-1) Subcontractors (consultants) shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k _____, 20f _____, or 40f _____.

(a-2) Subcontractors (consultants) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(b) Privately held corporations with more than 200 shareholders

(b-1) These subcontractors (consultants) may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code.

(b-2) Subcontractor (consultant) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(c) General disclosure. Individuals, sole proprietorships, partnerships and any others not qualified to use subsection (a) or (b) above must complete (c-1), (c-2), and (c-3) as appropriate.

(c-1) For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use separate forms for each individual.

13. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
☐ Yes ☒ No

14. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
☒ Yes ☐ No

15. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
☐ Yes ☒ No

16. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: $116,281. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

0.5% or less_____>0.5 to 1.0% _____>1.0 to 2.0%_____ >2.0 to 3.0 %_____> 3.0 to 4.0%_____%

>4.0 to 5.0%_____and in additional 1% increments as appropriate _____%

If you responded yes to any of the questions 1 – 4 above, Please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☒ Partnership ☐ Other (explain)_____

Name: John Ferguson

Address: Two Harrison Street, Suite 500

San Francisco, CA 94105

(c-2) In relation to individuals identified in c-1 above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section (attach additional pages as necessary). If no individual has been identified in c-1 above, mark not applicable (n/a) here ___.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☒

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

EXHIBIT "I"
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RETURN WITH SUBCONTRACT

Section 2: Disclosure of Financial Interest in the Vendor.

This applies to all sub-contracts with an annual value exceeding $25,000 that must be procured using one of the authorized competitive methods of source selection. Complete the appropriate subsections.

Subcontractors (consultants) must complete subsection (a), (b) or (c) below as applicable if the annual value exceeds $25,000. Use (c) if you do not meet the requirements for (a) or (b). In addition, all Vendors must complete Section 3.

(a) Publicly traded corporations subject to SEC reporting requirements

(a-1) Subcontractors (consultants) shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k _____, 20f _____, or 40f _____.

(a-2) Subcontractors (consultants) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(b) Privately held corporations with more than 200 shareholders

(b-1) These subcontractors (consultants) may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code.

(b-2) Subcontractor (consultant) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(c) General disclosure. Individuals, sole proprietorships, partnerships and any others not qualified to use subsection (a) or (b) above must complete (c-1), (c-2), and (c-3) as appropriate.

(c-1) For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use separate forms for each individual.

17. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
☐ Yes ☒ No

18. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
☒ Yes ☐ No

19. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
☐ Yes ☒ No

20. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: $317,130. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

   0.5% or less_____>0.5 to 1.0% _____>1.0 to 2.0%_____ >2.0 to 3.0 %_____> 3.0 to 4.0%_____%

   >4.0 to 5.0%_____and in additional 1% increments as appropriate _____%

If you responded yes to any of the questions 1 – 4 above, Please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☒ Partnership ☐ Other (explain)_____

Name: Mark Ashley

Address: Two Harrison Street, Suite 500

San Francisco, CA 94105

(c-2) In relation to individuals identified in c-1 above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section (attach additional pages as necessary). If no individual has been identified in c-1 above, mark not applicable (n/a) here ___.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section I in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☒

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

RETURN WITH SUBCONTRACT

Section 2: Disclosure of Financial Interest in the Vendor.

This applies to all sub-contracts with an annual value exceeding $25,000 that must be procured using one of the authorized competitive methods of source selection. Complete the appropriate subsections.

Subcontractors (consultants) must complete subsection (a), (b) or (c) below as applicable if the annual value exceeds $25,000. Use (c) if you do not meet the requirements for (a) or (b). In addition, all Vendors must complete Section 3.

(a) Publicly traded corporations subject to SEC reporting requirements

(a-1) Subcontractors (consultants) shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k _____, 20f _____, or 40f _____.

(a-2) Subcontractors (consultants) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(b) Privately held corporations with more than 200 shareholders

(b-1) These subcontractors (consultants) may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code.

(b-2) Subcontractor (consultant) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(c) General disclosure. Individuals, sole proprietorships, partnerships and any others not qualified to use subsection (a) or (b) above must complete (c-1), (c-2), and (c-3) as appropriate.

(c-1) For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use separate forms for each individual.

21. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
☐ Yes ☒ No

22. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
☒ Yes ☐ No

23. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
☐ Yes ☒ No

24. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: $343,558. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

0.5% or less_____>0.5 to 1.0% _____>1.0 to 2.0%_____ >2.0 to 3.0 %_____> 3.0 to 4.0%_____%

>4.0 to 5.0%_____and in additional 1% increments as appropriate _____%

If you responded yes to any of the questions 1 – 4 above, Please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☒ Partnership ☐ Other (explain)_____

Name:_____Heather Gaffney_____

Address:_____Two Harrison Street, Suite 500_____

_____San Francisco, CA 94105_____

(c-2) In relation to individuals identified in c-1 above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section (attach additional pages as necessary). If no individual has been identified in c-1 above, mark not applicable (n/a) here ___.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☒

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

Section 2: Disclosure of Financial Interest in the Vendor.

This applies to all sub-contracts with an annual value exceeding $25,000 that must be procured using one of the authorized competitive methods of source selection. Complete the appropriate subsections.

Subcontractors (consultants) must complete subsection (a), (b) or (c) below as applicable if the annual value exceeds $25,000. Use (c) if you do not meet the requirements for (a) or (b). In addition, all Vendors must complete Section 3.

(a) Publicly traded corporations subject to SEC reporting requirements

(a-1) Subcontractors (consultants) shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k _____, 20f _____, or 40f _____.

(a-2) Subcontractors (consultants) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(b) Privately held corporations with more than 200 shareholders

(b-1) These subcontractors (consultants) may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code.

(b-2) Subcontractor (consultant) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(c) General disclosure. Individuals, sole proprietorships, partnerships and any others not qualified to use subsection (a) or (b) above must complete (c-1), (c-2), and (c-3) as appropriate.

(c-1) For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use separate forms for each individual.

25. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
☐ Yes ☒ No

26. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
☒ Yes ☐ No

27. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
☐ Yes ☒ No

28. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: $348,843. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

0.5% or less_____>0.5 to 1.0% _____>1.0 to 2.0%_____ >2.0 to 3.0 %_____> 3.0 to 4.0%_____%

>4.0 to 5.0%_____and in additional 1% increments as appropriate _____%

If you responded yes to any of the questions 1 – 4 above, Please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☒ Partnership ☐ Other (explain)_____

Name: W. David Goodyear

Address: Two Harrison Street, Suite 500

San Francisco, CA 94105

(c-2) In relation to individuals identified in c-1 above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section (attach additional pages as necessary). If no individual has been identified in c-1 above, mark not applicable (n/a) here ___.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☒

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

RETURN WITH SUBCONTRACT

Section 2: Disclosure of Financial Interest in the Vendor.

This applies to all sub-contracts with an annual value exceeding $25,000 that must be procured using one of the authorized competitive methods of source selection. Complete the appropriate subsections.

Subcontractors (consultants) must complete subsection (a), (b) or (c) below as applicable if the annual value exceeds $25,000. Use (c) if you do not meet the requirements for (a) or (b). In addition, all Vendors must complete Section 3.

(a) Publicly traded corporations subject to SEC reporting requirements

(a-1) Subcontractors (consultants) shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k _____, 20f _____, or 40f _____.

(a-2) Subcontractors (consultants) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(b) Privately held corporations with more than 200 shareholders

(b-1) These subcontractors (consultants) may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code.

(b-2) Subcontractor (consultant) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(c) General disclosure. Individuals, sole proprietorships, partnerships and any others not qualified to use subsection (a) or (b) above must complete (c-1), (c-2), and (c-3) as appropriate.

(c-1) For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use separate forms for each individual.

29. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
☐ Yes ☒ No

30. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
☒ Yes ☐ No

31. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
☐ Yes ☒ No

32. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: $211,420. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

0.5% or less_____>0.5 to 1.0% _____>1.0 to 2.0%_____ >2.0 to 3.0 %_____> 3.0 to 4.0%_____%

>4.0 to 5.0%_____and in additional 1% increments as appropriate _____%

If you responded yes to any of the questions 1 – 4 above, Please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☒ Partnership ☐ Other (explain)_____

Name: Mariano Valle

Address: Two Harrison Street, Suite 500

San Francisco, CA 94105

(c-2) In relation to individuals identified in c-1 above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section (attach additional pages as necessary). If no individual has been identified in c-1 above, mark not applicable (n/a) here ___.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☒

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

RETURN WITH SUBCONTRACT

Section 2: Disclosure of Financial Interest in the Vendor.

This applies to all sub-contracts with an annual value exceeding $25,000 that must be procured using one of the authorized competitive methods of source selection. Complete the appropriate subsections.

Subcontractors (consultants) must complete subsection (a), (b) or (c) below as applicable if the annual value exceeds $25,000. Use (c) if you do not meet the requirements for (a) or (b). In addition, all Vendors must complete Section 3.

(a) Publicly traded corporations subject to SEC reporting requirements

(a-1) Subcontractors (consultants) shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k _____, 20f _____, or 40f _____.

(a-2) Subcontractors (consultants) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(b) Privately held corporations with more than 200 shareholders

(b-1) These subcontractors (consultants) may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code.

(b-2) Subcontractor (consultant) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(c) General disclosure. Individuals, sole proprietorships, partnerships and any others not qualified to use subsection (a) or (b) above must complete (c-1), (c-2), and (c-3) as appropriate.

(c-1) For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use separate forms for each individual.

33. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
☐ Yes ☒ No

34. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
☒ Yes ☐ No

35. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
☐ Yes ☒ No

36. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: $137,423. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

0.5% or less_____>0.5 to 1.0% _____>1.0 to 2.0%_____ >2.0 to 3.0 %_____> 3.0 to 4.0%_____%

>4.0 to 5.0%_____and in additional 1% increments as appropriate _____%

If you responded yes to any of the questions 1 – 4 above, Please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☒ Partnership ☐ Other (explain)_____

Name: Dennis Jang

Address: Two Harrison Street, Suite 500

San Francisco, CA 94105

(c-2) In relation to individuals identified in c-1 above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section (attach additional pages as necessary). If no individual has been identified in c-1 above, mark not applicable (n/a) here ___.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☒

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

Section 2: Disclosure of Financial Interest in the Vendor.

This applies to all sub-contracts with an annual value exceeding $25,000 that must be procured using one of the authorized competitive methods of source selection. Complete the appropriate subsections.

Subcontractors (consultants) must complete subsection (a), (b) or (c) below as applicable if the annual value exceeds $25,000. Use (c) if you do not meet the requirements for (a) or (b). In addition, all Vendors must complete Section 3.

(a) Publicly traded corporations subject to SEC reporting requirements

(a-1) Subcontractors (consultants) shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k _____, 20f _____, or 40f _____.

(a-2) Subcontractors (consultants) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(b) Privately held corporations with more than 200 shareholders

(b-1) These subcontractors (consultants) may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code.

(b-2) Subcontractor (consultant) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(c) General disclosure. Individuals, sole proprietorships, partnerships and any others not qualified to use subsection (a) or (b) above must complete (c-1), (c-2), and (c-3) as appropriate.

(c-1) For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use separate forms for each individual.

37. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
☐ Yes ☒ No

38. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
☒ Yes ☐ No

39. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
☐ Yes ☒ No

40. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: $137,423. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

0.5% or less_____>0.5 to 1.0% _____>1.0 to 2.0%_____ >2.0 to 3.0 %_____> 3.0 to 4.0%_____%

>4.0 to 5.0%_____and in additional 1% increments as appropriate _____%

If you responded yes to any of the questions 1 – 4 above, Please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☒ Partnership ☐ Other (explain)_____

Name: Robert Radley

Address: Two Harrison Street, Suite 500

San Francisco, CA 94105

(c-2) In relation to individuals identified in c-1 above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section (attach additional pages as necessary). If no individual has been identified in c-1 above, mark not applicable (n/a) here ___.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☒

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

Section 2: Disclosure of Financial Interest in the Vendor.

This applies to all sub-contracts with an annual value exceeding $25,000 that must be procured using one of the authorized competitive methods of source selection. Complete the appropriate subsections.

Subcontractors (consultants) must complete subsection (a), (b) or (c) below as applicable if the annual value exceeds $25,000. Use (c) if you do not meet the requirements for (a) or (b). In addition, all Vendors must complete Section 3.

(a) Publicly traded corporations subject to SEC reporting requirements

(a-1) Subcontractors (consultants) shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k _____, 20f _____, or 40f _____.

(a-2) Subcontractors (consultants) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(b) Privately held corporations with more than 200 shareholders

(b-1) These subcontractors (consultants) may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code.

(b-2) Subcontractor (consultant) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(c) General disclosure. Individuals, sole proprietorships, partnerships and any others not qualified to use subsection (a) or (b) above must complete (c-1), (c-2), and (c-3) as appropriate.

(c-1) For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use separate forms for each individual.

41. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
☐ Yes ☒ No

42. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
☒ Yes ☐ No

43. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
☐ Yes ☒ No

44. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 90.06%. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

0.5% or less_____>0.5 to 1.0% _____>1.0 to 2.0%_____ >2.0 to 3.0 %_____> 3.0 to 4.0%_____%

>4.0 to 5.0%_____and in additional 1% increments as appropriate _____%

If you responded yes to any of the questions 1 – 4 above, Please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☒ Partnership ☐ Other (explain)_____

Name: T.Y. Lin International Group, Ltd.

Address: Two Harrison Street, Suite 500

San Francisco, CA 94105

(c-2) In relation to individuals identified in c-1 above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section (attach additional pages as necessary). If no individual has been identified in c-1 above, mark not applicable (n/a) here ___.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☒

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

Section 3: Current and Pending Contracts

Subcontractors (consultants) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number. (Attach additional pages as necessary. Show "none" if appropriate.)

Illinois Department of Transportation	136/006	Prime Consultant
Illinois Department of Transportation	141/001	Prime Consultant
Illinois Department of Transportation	146/001 Phases I/II	Prime Consultant
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Illinois Department of Transportation	155/006	Prime Consultant
Illinois Department of Transportation	157/008	Prime Consultant
Illinois Department of Transportation	160/028	Prime Consultant
ISTHA	PSB 11-2	Prime Consultant

This information is submitted on behalf of: T.Y. Lin International Great Lakes, Inc.

(Name of Vendor)

Official authorized to sign on behalf of subcontractor (consultant):

Name (printed) __Heather Gaffney, S.E., P.E.__ Title___Sr. VP/Regional Director____

Signature__[redacted] Date____4/5/12_____

RETURN WITH SUBCONTRACT

SUBCONTRACTOR/CONSULTANT REQUIRED DISCLOSURES

Pursuant to Procurement Code 30 ILCS 500/20-120, any contract granted under this Code shall state whether the services of a subcontractor (consultant) will or may be used. To the extent that the information is known, the contract shall include the names and addresses of all subcontractors (consultants) and the expected amount of money each will receive under the contract. Firms shall provide copies of all subcontract agreements with a contract value greater than $25,000 as soon as possible upon notice of a Tollway award, but not later than 20 days from the date the Tollway executes the contract (generally the Notice-to-Proceed date) or after execution of the subcontract, whichever is later.

Subcontractors (consultants) of all tiers with a proposed contract value greater than $25,000 must also complete and submit the Subcontractor/Consultant Certification/Disclosure forms to the Firm awarded the Tollway contract, if they intend to participate in the contract. Firms awarded the Tollway contract must submit these forms within the preceding timeframes.

Subcontract agreements and Certification/Disclosure Forms must be submitted in Adobe Acrobat® .pdf file format on a Compact Disk (CD) to the State Purchasing Officer (SPO) through the General Manager of Engineering at 2700 Ogden Ave., Downers Grove, IL 60515. Publicly traded companies may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the Certification/Disclosure Forms but must still submit eligible subcontractor (consultant) agreements.

All Disclosures shall be signed and made under penalty of perjury by an authorized officer or employee on behalf of the bidder or offeror and all Financial Disclosures and Potential Conflicts of Interest will be filed with the Procurement Policy Board (PPB).

All Firms required to submit Disclosures who have entered into multi-year contracts or sub-contracts shall certify by July 1st of each fiscal year covered by the contract, after the initial fiscal year, to the State Purchasing Officer (SPO) through the General Manager of Engineering at 2700 Ogden Ave., Downers Grove, IL 60515 by submitting either revised forms (in Adobe Acrobat® .pdf file format) or an affidavit that there is no change that it continues to satisfy the requirements of Article 50 of the Procurement Code pertaining to eligibility for a contract award.

RETURN WITH SUBCONTRACT

Tollway Contract Number: **I-11-4026**
Subcontractor (Consultant) Firm Name: **T. Y. Lin International Great Lakes, Inc.**
Prime Contractor (Consultant) Firm Name: Knight E/A

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTS

Article 50 of the Illinois Procurement Code establishes the duty of all State Chief Procurement Officers, State Purchasing Officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.

The certifications hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed should the Illinois Tollway approve the subcontractor. The Chief Procurement Officer may terminate or void the sub-contract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification.

Section 50-2 of the Illinois Procurement Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year sub-contract shall certify, by July 1st of each fiscal year covered by the contract after the initial fiscal year, to the responsible Chief Procurement Officer whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subconsultant is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subconsultant that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

A. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

(a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:

(1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or

(2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

(b) Businesses. No business shall be barred from contracting with any unit of State or local government, or sub-contracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

(1) the business has been finally adjudicated not guilty; or

(2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract to which the sub-contract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high

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managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

(c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

(d) Certification. Every bid submitted to and contract executed by the Illinois Tollway, and every sub-contract subject to Section 20-120 of the Procurement Code shall contain a certification by the contractor or the subconsultant, respectively, that the contractor or subconsultant is not barred from being awarded a contract or sub-contract under this Section and acknowledges that the Chief Procurement Officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

2. The contractor or subconsultant certifies that it is not barred from being awarded a contract under Section 50.5.

B. <u>Felons</u>

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, or enter into a sub-contract, from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

2. Certification. Every bid submitted to and contract executed by the State and every sub-contract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder or contractor or subconsultant, respectively, that the bidder, contractor, or subconsultant is not barred from being awarded a contract or sub-contract under this Section and acknowledges that the Chief Procurement Officer may declare the related contract void if any of the certifications required by this Section are false.

C. <u>Debt Delinquency</u>

1. The Illinois Procurement Code provides:

Section 50-11 and 50-12. Debt Delinquency. The contractor, bidder or subconsultant, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or sub-contract under the Procurement Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a sub-contract, if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency, or entering into a sub-contract, if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The bidder, contractor or subconsultant, respectively, further acknowledges that the Chief Procurement Officer may declare the related contract void if this certification is false or if the bidder, contractor, or subconsultant, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

D. Prohibited Bidders, Contractors and Subconsultants

1. The Illinois Procurement Code provides:

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subconsultants.
The bidder, contractor or subconsultant, respectively, certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every sub-contract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subconsultant, respectively, that the bidder, contractor, or subconsultant is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

E. Section 42 of the Environmental Protection Act

The bidder, contractor or subconsultant, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subconsultant, is not barred from being awarded a contract or entering into a sub-contract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any sub-contract, that is subject to the Procurement Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder, contractor or subconsultant, respectively, acknowledges that the Chief Procurement Officer may declare the contract void if this certification is false.

The undersigned, on behalf of the sub-contracting company, has read and Understands the above certifications and makes the certifications as required by law.

T.Y. Lin International Great Lakes, Inc.
Name of Subcontracting Company

[redacted]
Authorized Officer

4/5/12
Date

EXHIBIT "1"
PAGE 359 OF 524

RETURN WITH SUBCONTRACT

Tollway Contract Number: I-11-4026
Subcontractor (Consultant) Firm Name: T. Y. Lin International Great Lakes, Inc.
Prime Contractor (Consultant) Firm Name: Knight E/A

FINANCIAL SUBCONTRACTOR (CONSULTANT) DISCLOSURES

Instructions. The Illinois Procurement Code requires that vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information that is specified below **(30 ILCS 500/50-13 and 50-35 a,b,h)**.

Vendor shall disclose the financial interest, potential conflict of interest and contract information identified in Sections 1, 2, 3 and 4 below as a condition of receiving an award or contract. Please submit this information along with your bid or offer.

Section 1 applies to all contracts regardless of dollar amount. Sections 2, 3 and 4 apply to contracts with an annual value exceeding $25,000 that must be procured using one of the authorized competitive methods of source selection.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures (sections 2, 3, and 4 below) must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

When determining ownership or distributive income shares, use the most current information that you consider reliable, but in no event for a period before your last completed fiscal period.

A designee may submit this form on behalf of the vendor (or its parent). However, that person must have verified the information with each affected individual.

The disclosures herein after made by the subcontractor (consultant) are each material representation of fact upon which reliance is placed. The subcontractor (consultant) further certifies that the Illinois Tollway has received the disclosure forms for each sub-contract.

A. Financial Interest and Conflicts of Interest

Vendor has disclosed if required, on forms provided by the State Agency, and agrees it is under a continuing obligation to disclose to the State Agency, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State Agency officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State Agency if required, on forms provided by the State Agency, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:

a) the person intending to contract with the State Agency, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently $106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);

b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently $177,412.00).

c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently $354,824.00) from the firm, partnership, association or corporation.

Vendor acknowledges that the State Agency may declare this Contract void without any additional compensation due to the Vendor if this certification is false or if the Act or Order is violated. VENDOR (show Company name and DBA)

VENDOR (show Company name and DBA)

T Y Lin International Great Lakes, Inc.

Signature [redacted]

Printed Name Heather Gaffney, S.E., P.E.

Title Senior Vice President/Regional Director Date 04/05/12

Address 200 S Wacker Drive, Suite 1400

Chicago, Illinois 60606

CONFLICT OF INTEREST DISCLOSURES

Instructions. Vendor shall disclose with the Offer financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35).

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: T Y Lin International Great Lakes, Inc.

D/B/A (if used): _____

Name of any Parent Organization: T.Y. Lin International

EXHIBIT "1"
PAGE 362 OF 52

RETURN WITH SUBCONTRACT

Section 1: Section 50-13 Conflicts of Interest

Subcontractors (consultants) whose contract value is greater than $25,000 must complete this section. Even if you mark "No Conflict of Interests" you may still need to complete Section 2 and 3.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection

(a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor ($177,412.00], to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One:

_____X_____ No Conflicts Of Interest

_____ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Section 2: Disclosure of Financial Interest in the Vendor.

This applies to all sub-contracts with an annual value exceeding $25,000 that must be procured using one of the authorized competitive methods of source selection. Complete the appropriate subsections.

Subcontractors (consultants) must complete subsection (a), (b) or (c) below as applicable if the annual value exceeds $25,000. Use (c) if you do not meet the requirements for (a) or (b). In addition, all Vendors must complete Section 3.

(a) Publicly traded corporations subject to SEC reporting requirements

(a-1) Subcontractors (consultants) shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k _____, 20f _____, or 40f _____.

(a-2) Subcontractors (consultants) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(b) Privately held corporations with more than 200 shareholders

(b-1) These subcontractors (consultants) may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code.

(b-2) Subcontractor (consultant) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(c) General disclosure. Individuals, sole proprietorships, partnerships and any others not qualified to use subsection (a) or (b) above must complete (c-1), (c-2), and (c-3) as appropriate.

(c-1) For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use separate forms for each individual.

RETURN WITH SUBCONTRACT

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
   ☒ Yes ☐ No

2. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
   ☐ Yes ☒ No

3. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
   ☐ Yes ☒ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
   ☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 100% ownership. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

   0.5% or less_____>0.5 to 1.0% _____>1.0 to 2.0%_____ >2.0 to 3.0 %_____> 3.0 to 4.0%_____%

   >4.0 to 5.0%_____and in additional 1% increments as appropriate _____%

If you responded yes to any of the questions 1 – 4 above, Please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☒ Partnership ☐ Other (explain)_____

Name: T.Y. Lin International, Inc.

Address: Two Harrison Street, Suite 500

San Francisco, CA 94105

(c-2) In relation to individuals identified in c-1 above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section (attach additional pages as necessary). If no individual has been identified in c-1 above, mark not applicable (n/a) here ___.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☒

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

RETURN WITH SUB-CONTRACT

Section 3: Current and Pending Contracts

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Illinois Department of Transportation	157/008	Prime Consultant
Illinois Department of Transportation	160/028	Prime Consultant
ISTHA	PSB 11-2	Prime Consultant

This information is submitted on behalf of: T.Y. Lin International Great Lakes, Inc.

(Name of Vendor)

Official authorized to sign on behalf of subcontractor (consultant):

Name (printed) __Heather Gaffney, S.E., P.E.__ Title___Sr. VP/Regional Director____

Signature_[redacted] Date 4/5/12

RETURN WITH SUBCONTRACT

SUBCONTRACTOR/CONSULTANT REQUIRED DISCLOSURES

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All Disclosures shall be signed and made under penalty of perjury by an authorized officer or employee on behalf of the bidder or offeror and all Financial Disclosures and Potential Conflicts of Interest will be filed with the Procurement Policy Board (PPB).

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RETURN WITH SUBCONTRACT

Tollway Contract Number: **I-11-4026**
Subcontractor (Consultant) Firm Name: **T. Y. Lin International Great Lakes, Inc.**
Prime Contractor (Consultant) Firm Name: **Knight E/A**

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTS

Article 50 of the Illinois Procurement Code establishes the duty of all State Chief Procurement Officers, State Purchasing Officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.

The certifications hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed should the Illinois Tollway approve the subcontractor. The Chief Procurement Officer may terminate or void the sub-contract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification.

Section 50-2 of the Illinois Procurement Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year sub-contract shall certify, by July 1st of each fiscal year covered by the contract after the initial fiscal year, to the responsible Chief Procurement Officer whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subconsultant is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subconsultant that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

A. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

(a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:

(1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or

(2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

(b) Businesses. No business shall be barred from contracting with any unit of State or local government, or sub-contracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

(1) the business has been finally adjudicated not guilty; or

(2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract to which the sub-contract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high

managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

(c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

(d) Certification. Every bid submitted to and contract executed by the Illinois Tollway, and every sub-contract subject to Section 20-120 of the Procurement Code shall contain a certification by the contractor or the subconsultant, respectively, that the contractor or subconsultant is not barred from being awarded a contract or sub-contract under this Section and acknowledges that the Chief Procurement Officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

2. The contractor or subconsultant certifies that it is not barred from being awarded a contract under Section 50.5.

B. Felons

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, or enter into a sub-contract, from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

2. Certification. Every bid submitted to and contract executed by the State and every sub-contract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder or contractor or subconsultant, respectively, that the bidder, contractor, or subconsultant is not barred from being awarded a contract or sub-contract under this Section and acknowledges that the Chief Procurement Officer may declare the related contract void if any of the certifications required by this Section are false.

C. Debt Delinquency

1. The Illinois Procurement Code provides:

Section 50-11 and 50-12. Debt Delinquency. The contractor, bidder or subconsultant, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or sub-contract under the Procurement Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a sub-contract, if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency, or entering into a sub-contract, if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The bidder, contractor or subconsultant, respectively, further acknowledges that the Chief Procurement Officer may declare the related contract void if this certification is false or if the bidder, contractor, or subconsultant, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

D. Prohibited Bidders, Contractors and Subconsultants

1. The Illinois Procurement Code provides:

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subconsultants.
The bidder, contractor or subconsultant, respectively, certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every sub-contract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subconsultant, respectively, that the bidder, contractor, or subconsultant is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

E. Section 42 of the Environmental Protection Act

The bidder, contractor or subconsultant, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subconsultant, is not barred from being awarded a contract or entering into a sub-contract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any sub-contract, that is subject to the Procurement Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder, contractor or subconsultant, respectively, acknowledges that the Chief Procurement Officer may declare the contract void if this certification is false.

The undersigned, on behalf of the sub-contracting company, has read and Understands the above certifications and makes the certifications as required by law.

T.Y. Lin International Great Lakes, Inc.
Name of Subcontracting Company

[redacted]
Authorized Officer

4/5/12
Date

RETURN WITH SUBCONTRACT

Tollway Contract Number: **I-11-4026**
Subcontractor (Consultant) Firm Name: **T. Y. Lin International Great Lakes, Inc.**
Prime Contractor (Consultant) Firm Name: **Knight E/A**

FINANCIAL SUBCONTRACTOR (CONSULTANT) DISCLOSURES

Instructions. The Illinois Procurement Code requires that vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information that is specified below **(30 ILCS 500/50-13 and 50-35 a,b,h)**.

Vendor shall disclose the financial interest, potential conflict of interest and contract information identified in Sections 1, 2, 3 and 4 below as a condition of receiving an award or contract. Please submit this information along with your bid or offer.

Section 1 applies to all contracts regardless of dollar amount. Sections 2, 3 and 4 apply to contracts with an annual value exceeding $25,000 that must be procured using one of the authorized competitive methods of source selection.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures (sections 2, 3, and 4 below) must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

When determining ownership or distributive income shares, use the most current information that you consider reliable, but in no event for a period before your last completed fiscal period.

A designee may submit this form on behalf of the vendor (or its parent). However, that person must have verified the information with each affected individual.

The disclosures herein after made by the subcontractor (consultant) are each material representation of fact upon which reliance is placed. The subcontractor (consultant) further certifies that the Illinois Tollway has received the disclosure forms for each sub-contract.

A. Financial Interest and Conflicts of Interest

Vendor has disclosed if required, on forms provided by the State Agency, and agrees it is under a continuing obligation to disclose to the State Agency, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State Agency officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State Agency if required, on forms provided by the State Agency, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:

a) the person intending to contract with the State Agency, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently $106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);

b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently $177,412.00).

c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently $354,824.00) from the firm, partnership, association or corporation.

Vendor acknowledges that the State Agency may declare this Contract void without any additional compensation due to the Vendor if this certification is false or if the Act or Order is violated. VENDOR (show Company name and DBA)

VENDOR (show Company name and DBA)

T Y Lin International Great Lakes, Inc.

Signature [redacted]

Printed Name Heather Gaffney, S.E., P.E.

Title Senior Vice President/Regional Director Date 04/05/12

Address 200 S Wacker Drive, Suite 1400

Chicago, Illinois 60606

CONFLICT OF INTEREST DISCLOSURES

Instructions. Vendor shall disclose with the Offer financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35).

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: T Y Lin International Great Lakes, Inc.

D/B/A (if used): _____

Name of any Parent Organization: T.Y. Lin International

RETURN WITH SUBCONTRACT

Section 1: Section 50-13 Conflicts of Interest

Subcontractors (consultants) whose contract value is greater than $25,000 must complete this section. Even if you mark "No Conflict of Interests" you may still need to complete Section 2 and 3.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection

(a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor ($177,412.00], to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One:

_____X_____ No Conflicts Of Interest

_____ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

RETURN WITH SUBCONTRACT

Disclosure Fo
PARent: T

FOR Dar Holdings, USA – Parent to T.Y. Lin International Group, Ltd

Section 2: Disclosure of Financial Interest in the Vendor.

This applies to all sub-contracts with an annual value exceeding $25,000 that must be procured using one of the authorized competitive methods of source selection. Complete the appropriate subsections.

Subcontractors (consultants) must complete subsection (a), (b) or (c) below as applicable if the annual value exceeds $25,000. Use (c) if you do not meet the requirements for (a) or (b). In addition, all Vendors must complete Section 3.

(a) Publicly traded corporations subject to SEC reporting requirements

(a-1) Subcontractors (consultants) shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k _____, 20f _____, or 40f _____.

(a-2) Subcontractors (consultants) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(b) Privately held corporations with more than 200 shareholders

(b-1) These subcontractors (consultants) may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code.

(b-2) Subcontractor (consultant) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(c) General disclosure. Individuals, sole proprietorships, partnerships and any others not qualified to use subsection (a) or (b) above must complete (c-1), (c-2), and (c-3) as appropriate.

(c-1) For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use separate forms for each individual.

RETURN WITH SUBCONTRACT

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
   ☒ Yes ☐ No

2. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
   ☐ Yes ☒ No

3. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
   ☐ Yes ☒ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
   ☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 100% ownership. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

   0.5% or less_____ >0.5 to 1.0% _____ >1.0 to 2.0%_____ >2.0 to 3.0 %_____ > 3.0 to 4.0%_____%

   >4.0 to 5.0%_____ and in additional 1% increments as appropriate _____%

If you responded yes to any of the questions 1 – 4 above, Please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☒ Partnership ☐ Other (explain)_____

Name: Dar al Handasah Shair & Partners Holdings, Ltd.

Address: PO Box 97, 22 Greenville St., St. Helier-Jersey, JEH 8PX Channel Islands

(c-2) In relation to individuals identified in c-1 above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section (attach additional pages as necessary). If no individual has been identified in c-1 above, mark not applicable (n/a) here ___.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☒

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

RETURN WITH SUB-CONTRACT

Section 3: Current and Pending Contracts

Subcontractors (consultants) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number. (Attach additional pages as necessary. Show "none" if appropriate.)

Illinois Department of Transportation	136/006	Prime Consultant
Illinois Department of Transportation	141/001	Prime Consultant
Illinois Department of Transportation	146/001 Phases I/II	Prime Consultant
Illinois Department of Transportation	151/004	Prime Consultant
Illinois Department of Transportation	155/006	Prime Consultant
Illinois Department of Transportation	157/008	Prime Consultant
Illinois Department of Transportation	160/028	Prime Consultant
ISTHA	PSB 11-2	Prime Consultant

This information is submitted on behalf of: T.Y. Lin International Great Lakes, Inc.

(Name of Vendor)

Official authorized to sign on behalf of subcontractor (consultant):

Name (printed) __Heather Gaffney, S.E., P.E.__ Title___Sr. VP/Regional Director____

Signature_[redacted] Date 4/5/12

RETURN WITH SUBCONTRACT

SUBCONTRACTOR/CONSULTANT REQUIRED DISCLOSURES

Pursuant to Procurement Code 30 ILCS 500/20-120, any contract granted under this Code shall state whether the services of a subcontractor (consultant) will or may be used. To the extent that the information is known, the contract shall include the names and addresses of all subcontractors (consultants) and the expected amount of money each will receive under the contract. Firms shall provide copies of all subcontract agreements with a contract value greater than $25,000 as soon as possible upon notice of a Tollway award, but not later than 20 days from the date the Tollway executes the contract (generally the Notice-to-Proceed date) or after execution of the subcontract, whichever is later.

Subcontractors (consultants) of all tiers with a proposed contract value greater than $25,000 must also complete and submit the Subcontractor/Consultant Certification/Disclosure forms to the Firm awarded the Tollway contract, if they intend to participate in the contract. Firms awarded the Tollway contract must submit these forms within the preceding timeframes.

Subcontract agreements and Certification/Disclosure Forms must be submitted in Adobe Acrobat® .pdf file format on a Compact Disk (CD) to the State Purchasing Officer (SPO) through the General Manager of Engineering at 2700 Ogden Ave., Downers Grove, IL 60515. Publicly traded companies may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the Certification/Disclosure Forms but must still submit eligible subcontractor (consultant) agreements.

All Disclosures shall be signed and made under penalty of perjury by an authorized officer or employee on behalf of the bidder or offeror and all Financial Disclosures and Potential Conflicts of Interest will be filed with the Procurement Policy Board (PPB).

All Firms required to submit Disclosures who have entered into multi-year contracts or sub-contracts shall certify by July 1st of each fiscal year covered by the contract, after the initial fiscal year, to the State Purchasing Officer (SPO) through the General Manager of Engineering at 2700 Ogden Ave., Downers Grove, IL 60515 by submitting either revised forms (in Adobe Acrobat® .pdf file format) or an affidavit that there is no change that it continues to satisfy the requirements of Article 50 of the Procurement Code pertaining to eligibility for a contract award.

RETURN WITH SUBCONTRACT

Tollway Contract Number: **I-11-4026**
Subcontractor (Consultant) Firm Name: **T. Y. Lin International Great Lakes, Inc.**
Prime Contractor (Consultant) Firm Name: **Knight E/A**

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTS

Article 50 of the Illinois Procurement Code establishes the duty of all State Chief Procurement Officers, State Purchasing Officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.

The certifications hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed should the Illinois Tollway approve the subcontractor. The Chief Procurement Officer may terminate or void the sub-contract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification.

Section 50-2 of the Illinois Procurement Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year sub-contract shall certify, by July 1st of each fiscal year covered by the contract after the initial fiscal year, to the responsible Chief Procurement Officer whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subconsultant is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subconsultant that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

A. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

(a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:

(1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or

(2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

(b) Businesses. No business shall be barred from contracting with any unit of State or local government, or sub-contracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

(1) the business has been finally adjudicated not guilty; or

(2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract to which the sub-contract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high

managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

(c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

(d) Certification. Every bid submitted to and contract executed by the Illinois Tollway, and every sub-contract subject to Section 20-120 of the Procurement Code shall contain a certification by the contractor or the subconsultant, respectively, that the contractor or subconsultant is not barred from being awarded a contract or sub-contract under this Section and acknowledges that the Chief Procurement Officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

2. The contractor or subconsultant certifies that it is not barred from being awarded a contract under Section 50.5.

B. Felons

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, or enter into a sub-contract, from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

2. Certification. Every bid submitted to and contract executed by the State and every sub-contract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder or contractor or subconsultant, respectively, that the bidder, contractor, or subconsultant is not barred from being awarded a contract or sub-contract under this Section and acknowledges that the Chief Procurement Officer may declare the related contract void if any of the certifications required by this Section are false.

C. Debt Delinquency

1. The Illinois Procurement Code provides:

Section 50-11 and 50-12. Debt Delinquency. The contractor, bidder or subconsultant, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or sub-contract under the Procurement Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a sub-contract, if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency, or entering into a sub-contract, if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The bidder, contractor or subconsultant, respectively, further acknowledges that the Chief Procurement Officer may declare the related contract void if this certification is false or if the bidder, contractor, or subconsultant, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

D. Prohibited Bidders, Contractors and Subconsultants

1. The Illinois Procurement Code provides:

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subconsultants.
The bidder, contractor or subconsultant, respectively, certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every sub-contract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subconsultant, respectively, that the bidder, contractor, or subconsultant is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

E. Section 42 of the Environmental Protection Act

The bidder, contractor or subconsultant, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subconsultant, is not barred from being awarded a contract or entering into a sub-contract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any sub-contract, that is subject to the Procurement Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder, contractor or subconsultant, respectively, acknowledges that the Chief Procurement Officer may declare the contract void if this certification is false.

The undersigned, on behalf of the sub-contracting company, has read and Understands the above certifications and makes the certifications as required by law.

T.Y. Lin International Great Lakes, Inc.
Name of Subcontracting Company

[redacted]

4/5/12
Date

RETURN WITH SUBCONTRACT

Tollway Contract Number: **I-11-4026**
Subcontractor (Consultant) Firm Name: **T. Y. Lin International Great Lakes, Inc.**
Prime Contractor (Consultant) Firm Name: **Knight E/A**

FINANCIAL SUBCONTRACTOR (CONSULTANT) DISCLOSURES

Instructions. The Illinois Procurement Code requires that vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information that is specified below **(30 ILCS 500/50-13 and 50-35 a,b,h)**.

Vendor shall disclose the financial interest, potential conflict of interest and contract information identified in Sections 1, 2, 3 and 4 below as a condition of receiving an award or contract. Please submit this information along with your bid or offer.

Section 1 applies to all contracts regardless of dollar amount. Sections 2, 3 and 4 apply to contracts with an annual value exceeding $25,000 that must be procured using one of the authorized competitive methods of source selection.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures (sections 2, 3, and 4 below) must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

When determining ownership or distributive income shares, use the most current information that you consider reliable, but in no event for a period before your last completed fiscal period.

A designee may submit this form on behalf of the vendor (or its parent). However, that person must have verified the information with each affected individual.

The disclosures herein after made by the subcontractor (consultant) are each material representation of fact upon which reliance is placed. The subcontractor (consultant) further certifies that the Illinois Tollway has received the disclosure forms for each sub-contract.

A. Financial Interest and Conflicts of Interest

Vendor has disclosed if required, on forms provided by the State Agency, and agrees it is under a continuing obligation to disclose to the State Agency, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State Agency officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State Agency if required, on forms provided by the State Agency, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:

a) the person intending to contract with the State Agency, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently $106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);

b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently $177,412.00).

c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently $354,824.00) from the firm, partnership, association or corporation.

Vendor acknowledges that the State Agency may declare this Contract void without any additional compensation due to the Vendor if this certification is false or if the Act or Order is violated. VENDOR (show Company name and DBA)

VENDOR (show Company name and DBA)

T Y Lin International Great Lakes, Inc.

Signature [redacted]

Printed Name Heather Gaffney, S.E., P.E.

Title Senior Vice President/Regional Director Date 04/05/12

Address 200 S Wacker Drive, Suite 1400

Chicago, Illinois 60606

CONFLICT OF INTEREST DISCLOSURES

Instructions. Vendor shall disclose with the Offer financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35).

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: T Y Lin International Great Lakes, Inc.

D/B/A (if used): _____

Name of any Parent Organization: T.Y. Lin International

EXHIBIT "1"
PAGE 386 OF 524

RETURN WITH SUBCONTRACT

Section 1: Section 50-13 Conflicts of Interest

Subcontractors (consultants) whose contract value is greater than $25,000 must complete this section. Even if you mark "No Conflict of Interests" you may still need to complete Section 2 and 3.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection

(a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor ($177,412.00], to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One:

____X____ No Conflicts Of Interest

_____ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

RETURN WITH SUBCONTRACT

FOR T.Y. Lin International Group, Ltd – Parent to T.Y. Lin International

Section 2: Disclosure of Financial Interest in the Vendor.

This applies to all sub-contracts with an annual value exceeding $25,000 that must be procured using one of the authorized competitive methods of source selection. Complete the appropriate subsections.

Subcontractors (consultants) must complete subsection (a), (b) or (c) below as applicable if the annual value exceeds $25,000. Use (c) if you do not meet the requirements for (a) or (b). In addition, all Vendors must complete Section 3.

(a) Publicly traded corporations subject to SEC reporting requirements

(a-1) Subcontractors (consultants) shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k _____, 20f _____, or 40f _____.

(a-2) Subcontractors (consultants) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(b) Privately held corporations with more than 200 shareholders

(b-1) These subcontractors (consultants) may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code.

(b-2) Subcontractor (consultant) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(c) General disclosure. Individuals, sole proprietorships, partnerships and any others not qualified to use subsection (a) or (b) above must complete (c-1), (c-2), and (c-3) as appropriate.

(c-1) For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use separate forms for each individual.

RETURN WITH SUBCONTRACT

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
   ☒ Yes ☐ No

2. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
   ☐ Yes ☒ No

3. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
   ☐ Yes ☒ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
   ☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 100% ownership. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

   0.5% or less_____ >0.5 to 1.0% _____ >1.0 to 2.0%_____ >2.0 to 3.0 %_____ > 3.0 to 4.0%_____%

   >4.0 to 5.0%_____and in additional 1% increments as appropriate _____%

If you responded yes to any of the questions 1 – 4 above, Please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☒ Partnership ☐ Other (explain)_____

Name: Dar Holdings, USA

Address: Two Harrison Street, Suite 500

San Francisco, CA 94105

(c-2) In relation to individuals identified in c-1 above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section (attach additional pages as necessary). If no individual has been identified in c-1 above, mark not applicable (n/a) here ___.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☒

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

RETURN WITH SUB-CONTRACT

Section 3: Current and Pending Contracts

Subcontractors (consultants) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number. (Attach additional pages as necessary. Show "none" if appropriate.)

Illinois Department of Transportation	136/006	Prime Consultant
Illinois Department of Transportation	141/001	Prime Consultant
Illinois Department of Transportation	146/001 Phases I/II	Prime Consultant
Illinois Department of Transportation	151/004	Prime Consultant
Illinois Department of Transportation	155/006	Prime Consultant
Illinois Department of Transportation	157/008	Prime Consultant
Illinois Department of Transportation	160/028	Prime Consultant
ISTHA	PSB 11-2	Prime Consultant

This information is submitted on behalf of: T.Y. Lin International Great Lakes, Inc.

(Name of Vendor)

Official authorized to sign on behalf of subcontractor (consultant):

Name (printed) __Heather Gaffney, S.E., P.E.__ Title___Sr. VP/Regional Director____

Signature [redacted] Date 4/5/12

Project Number: I-11-4026 **Consultant:** T.Y. Lin International Great Lakes, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2012												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Principal Engineer												1	1
Operations Manager												1	1
Chief Engineer Senior Structural Engineer III					2	2	2	2	2	2	2	2	16
Senior Civil Engineer III					2	2	2	2	2	2	2	2	16
Senior Civil Engineer II					2	2	2	2	2	2	2	2	16
Senior Civil Engineer I													
Staff Engineer III													
Staff Engineer II													
Staff Engineer I													
TOTALS					6	6	6	6	6	6	6	8	50

Notes:

1.) Use as many pages as required to show the entire schedule for this project.

2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/01/12

EXHIBIT "1"
PAGE 393 OF 524

Project Number: I-11-4026 **Consultant:** T.Y. Lin International Great Lakes, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2013												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Principal Engineer												1	1
Operations Manager												1	1
Chief Engineer	4	4	4	4	4	4	4	4	4	4	2	2	44
Senior Structural Engineer III	4	8	8	8	8	8							44
Senior Civil Engineer III	2	2	2	2	2	2	2	2	2	2			20
Senior Civil Engineer II	2	2	2	2	2	2	2	2	2	2			20
Senior Civil Engineer I			4	4	4	4							16
Staff Engineer III	2	4	4	4	4	4							22
Staff Engineer II	4	8	8	8	4	4							36
Staff Engineer I	6	8	8	8	6	6							42
TOTALS	24	36	40	40	34	34	8	8	8	8	2	4	246

Notes:

1.) **Use as many pages as required to show the entire schedule for this project.**
2.) **The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3**

Date Revised 04/01/12

EXHIBIT "I" PAGE 324 OF 324

Project Number: I-11-4026 **Consultant:** T.Y. Lin International Great Lakes, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2014												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Principal Engineer												1	1
Operations Manager												1	1
Chief Engineer Senior Structural Engineer III	2	2	2	2	2	2	2	2	2	1	1	2	22
Senior Civil Engineer III			2	2	2	2	2	2	1	1			14
Senior Civil Engineer II			2	2	2	2	2	2	1	1			14
Senior Civil Engineer I													
Staff Engineer III													
Staff Engineer II													
Staff Engineer I													
TOTALS	2	2	6	6	6	6	6	6	4	3	1	4	52

Notes:

1.) Use as many pages as required to show the entire schedule for this project.
2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/01/12

EXHIBIT "1"
PAGE 32 OF 34

Project Number: I-11-4026 **Consultant:** T.Y. Lin International Great Lakes, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Principal Engineer													
Operations Manager													
Chief Engineer Senior Structural Engineer III	1	1	1	1	1	1							6
Senior Civil Engineer III													
Senior Civil Engineer II													
Senior Civil Engineer I													
Staff Engineer III													
Staff Engineer II													
Staff Engineer I													
TOTALS	1	1	1	1	1	1							6

Notes:

1.) **Use as many pages as required to show the entire schedule for this project.**
2.) **The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3**

Date Revised 04/01/12

EXHIBIT "1" PAGE 30 of 52

Project No. I-11-4026 **Consultant:** T.Y. Lin International Great Lakes, Inc.

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: (From Exhibit C-3)	354.00	Total Dollars: (From Exhibit C-3)	$ 17,408.00
Multiplier to be used on this project: Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)			2.80
DIRECT REGULAR SALARY TIMES MULTIPLIER			$ 48,742.40

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

TOTAL DIRECT COSTS	$ 1,257.60

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) (Do not including estimated additional services)	$ -
Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) (Do not including estimated additional services)	$ -
TOTAL SERVICES BY OTHERS	$ -

D. ADDITIONAL SERVICES (prime and subconsultants)
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) $ 50,000.00

Date Revised 04/01/12

Project No.: I-11-4026 **Consultant:** T.Y. Lin International Great Lakes, Inc.

Date: 4/9/2012

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible For Prem. O/T?
Principal Engineer	Heather J. Gaffney	70.00	70.00	
Regional Director	Heather J. Gaffney	70.00	70.00	
Operations Manager	Patrick T. Kane	70.00	70.00	
Chief Construction Engineer	Bruce R. Bushnell	70.00	70.00	
Director of Traffic Operations	John N. LaPlante	69.10	69.10	
Deputy Chief Construction Eng.	Keith A. Lodding	61.60	61.60	
Chief Engineer	Donald A. Jakesch	70.00	70.00	
Chief Civil Engineer	Douglas M. Jakalski	70.00	70.00	
Chief Structural Engineer	Phillip D. Frey	66.90	66.90	
Chief Planner	James M. Considine	66.65	66.65	
Chief Transit Manager	Mark J. Dundovich	70.00	70.00	Yes
Project Director III	V. Clayton Weaver	70.00	70.00	Yes
Senior Structural Engineer IV	Anna M. Dukes	68.30	68.30	
Senior Structural Engineer III	Jeffrey P. Neumann	58.20	58.30	Yes
	Spiros Pantazis	58.40		
Senior Structural Engineer II	Cathleen F. Jacinto	47.25	47.25	Yes
Senior Architect II	Antonia Diaz	34.50	34.50	
Senior Civil Engineer V	Bruce R. Bushnell	70.00	70.00	
Senior Civil Engineer III	Joel P. Marhoul	55.00	51.67	
	Daniel B. Drew	51.00		
	Daniel W. Anderson	49.00		
Senior Civil Engineer II	Shane E. Schneider	46.25	41.06	
	Mark P. Gormely	42.25		
	Anna Zysman	38.00		
	Jeffery D. Fine	37.75		
Senior Civil Engineer I	Christopher B. Sanchez	37.25	34.25	
	Peter A. Procaccilo	35.00		
	Justin D. Uihlein	32.25		
	Rebecca L. Dahlstrom	32.50		
Senior Transportation Engeer I	Nathan J. Roseberry	35.55	35.55	

* Exhibit C-1 is a comprehensive list of classifications of company employees.

(1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.

(2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.

(3) Use as many sheets as necessary to show classifications.

Date Revised 04/01/12

Project No.: I-11-4026 **Consultant:** T.Y. Lin International Great Lakes, Inc.

Date: 4/9/2012

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible For Prem. O/T?
Senior Planner I	Michael R. Amsden	30.35	30.35	
Transportation Planner IV	Timothy M. Gustafson	30.35	30.35	
Transportation Planner I	David N. Smith	25.40	25.40	
Staff Planner IV	Timothy M. Gustafson	30.35	30.35	
Staff Engineer III	Matthew R. Barron	33.40	30.07	
	Daniel P. Schmit	31.50		
	Matthew B. Richardi	31.25		
	Brian D. Shepard	28.50		
	David P. Miller	28.50		
	Cary A. Chan	28.75		
	Dina Levin	28.50		
	David B. Gleason	30.15		
Staff Engineer II	Phillip A. Klem	27.70	26.63	
	Christopher A. Gottlieb	28.50		
	Rodrigo Hoyos	26.50		
	Miguel A. Urdiales	28.35		
	Jon M. Altenhofen	26.10		
	Emily K. Hereford	26.10		
	Elizabeth M. Kovalak	26.25		Yes
	Bradley D.Topol	25.50		
Staff Engineer I	Xavier A. Alarcon	24.00	24.08	
	Jack T. Ringness	24.75		
	Colby J. Schulz	23.80		
	Brittany E. Snyder	24.00		
	Justin M. Wiater	23.85		

* Exhibit C-1 is a comprehensive list of classifications of company employees.

(1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.

(2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.

(3) Use as many sheets as necessary to show classifications.

Date Revised 04/01/12

Project No.: I-11-4026 **Consultant:** T.Y. Lin International Great Lakes, Inc.

Date: 4/9/2012

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible For Prem. O/T?
Senior Construction Engineer III	Gordon C. Snyder	48.50	47.45	
	Lawrence W. Mestan	46.40		
Senior Construction Engineer II	Aldis L. Kirstein	39.50	39.50	
Construction Manager	Ronnie J. Crawford	50.15	46.80	
	Joyce A. Barnes	47.00		
	Kayed M. Alkhdour	43.25		
Senior Construction Inspector IV	David K. McGuire	47.60	47.60	
Construction Inspector II	Anabel Colindres	29.35	29.35	
Office Adminstrator	Barbara Morales	36.35	36.35	
Marketing Supervisor I	Natalie A. Hanley	27.60	27.60	
Marketing Assistant	Jessica C. Good	18.00	18.00	
Project Accountant	Wahdeen Dowell	29.30	29.30	
Accounting Assistant	vacant	21.00	21.00	Yes
Receptionist	vacant	16.35	16.35	Yes
Intern	Colin P. Mitchell	17.00	17.00	Yes

* Exhibit C-1 is a comprehensive list of classifications of company employees.

(1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.

(2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.

(3) Use as many sheets as necessary to show classifications.

Date Revised 04/01/12

Project No.: I-11-4026

Consultant: T.Y. Lin International Great Lakes, Inc.

Date: 4/9/2012

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 38 NO. OF MONTHS

SCHEDULED START DATE: 5/1/2012

RAISE DATE: 1/1/2013

PERCENT OF RAISE: 3%

ESCALATION PER YEAR

5/1/2012 - 12/31/2012	1/1/2013 - 12/31/2013	1/1/2014 - 12/31/2014	1/1/2015 - 7/1/2015	-
Date Date	Date Date	Date Date	Date Date	Date Date
8.0	12.0	12.0	6.0	
38.0	38.0	38.0	38.0	38.0
21.05%	32.53%	33.50%	17.25%	
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

The escalation factor for this project is: 104.33%

EXHIBIT "1" PAGE 24 of 25

Date Revised 04/01/12

Project No.: I-11-4026 Consultant: T.Y. Lin International Great Lakes, Inc.

Date: 4/9/2012 Total Escalation Factor from C-2: 104.33%

EXHIBIT C-3: DIRECT LABOR CALCULATION

Classification (From Exhibit C-1)	(1) Current Average Hourly Rate (From Exhibit C-1) (SEE NOTE 1 BELOW)	(2) Escalated Average Hourly Rate (SEE NOTE 2 BELOW)	(3) Estimated Work Hours (Including Overtime)	Direct Labor Extension (Col. 2 x Col. 3)
Principal Engineer	$70.00	$70.00	3.00	$ 210.00
Operations Manager	$70.00	$70.00	3.00	$ 210.00
Chief Engineer	$70.00	$70.00	88.00	$ 6,160.00
Senior Structural Engineer III	$58.30	$60.83	44.00	$ 2,677.00
Senior Civil Engineer III	$51.67	$53.91	50.00	$ 2,696.00
Senior Civil Engineer II	$41.06	$42.84	50.00	$ 2,142.00
Senior Civil Engineer I	$34.25	$35.73	16.00	$ 572.00
Staff Engineer III	$30.07	$31.37	22.00	$ 690.00
Staff Engineer II	26.53	$27.68	36.00	$ 996.00
Staff Engineer I	24.08	$25.12	42.00	$ 1,055.00

Total Estimated Work Hours: 354.00 (Must Match Exhibit A)

Total Direct Labor: $ 17,408.00

Average Hourly Rate: $ 49.18

(1) Average Hourly Rate per classification from C1. Hard enter this number. DO NOT insert a formula.
* Average Hourly Rates cannot exceed applicable salary caps.

(2) Current Average Hourly Rate x Escalation Factor. No escalation factor is allowed for employees at or above the salary cap rate

Date Revised 04/01/12

Project No. I-11-4026 Consultant: T.Y. Lin International Great Lakes, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. **VEHICLE REIMBURSEMENT**

Daily Rate	$ 45.00 (Includes Tolls)	X	6 (No. of Days)	$	270.00
Mileage	$ 0.510 (Mileage Rate)	X	300 (No. of Miles)	$	153.00

(Use mileage rate found at:
http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

TOTAL VEHICLE REIMBURSEMENT $ 423.00

B. **ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here:** $ 834.60
http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

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

DIRECT COST CATEGORY	

Project No. I-11-4026 Consultant: T.Y. Lin International Great Lakes, Inc.

EXHIBIT D (Continued)

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

D. PREMIUM OVERTIME

Classification	Estimate of Overtime Hours	Escalated Hourly Rate (Premium Portion Only) (SEE NOTE 1 BELOW)	Premium Overtime Dollars (Hours x Rate)

TOTAL PREMIUM OVERTIME $ -

(1) Premium portion is equal to 1/2 of the escalated average hourly rate for the classification. This number is to be hard entered. DO NOT enter a formula

ALLOWABLE DIRECT COSTS

08.01.2008

The following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Daily Rate (owned or leased the same)	$45/day (Maximum) Including Tolls
Overtime	Premium portion
Tolls	Actual Cost
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of $15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Mobile Phone (for traffic system implementation)	
Telephone Usage (for traffic system monitoring)	
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
  http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.

- On all agreements authorization after January 1, 2005, GPS Equipment is considered tools of the trade.

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones (maximum of 3 without additional approval. Personal phones that do not remain on the job site are not allowable)	$70/month/phone (Maximum)
Radio Communication	Actual Cost
2-way Radio	Actual Cost
Vehicles (Only for Vehicles assigned to project) DAILY RATE ONLY	$45/day (Maximum) Including Tolls
The number of days will be calculated as follows: For extended stay**- Number of days on job site plus one Day to travel to and from job site Weekly (hotel) – Number of days on job site plus one day to Travel to and from job site per week.	
Shift Differential	Actual Cost based on firm policy

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

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

Project No. I-11-4026 **Consultant:** T.Y. Lin International Great Lakes, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Heather J. Gaffney

Classification: Principal Engineer

Project Manager: Patrick T. Kane

Classification: Operations Manager

Design Manager: Donald A. Jakesch

Classification: Chief Engineer

Resident Engineer:

Classification:

Documentation Engineer:

Classification:

Project Civil Engineer:

Classification:

Project Structural Engineer: Spiros Pantazis

Classification: Senior Structural Engineer III

Project Drainage Engineer:

Classification:

Senior Engineer: Joel P. Marhoul

Classification: Senior Civil Engineer III

Others: Mark P. Gormely

Senior Civil Engineer II

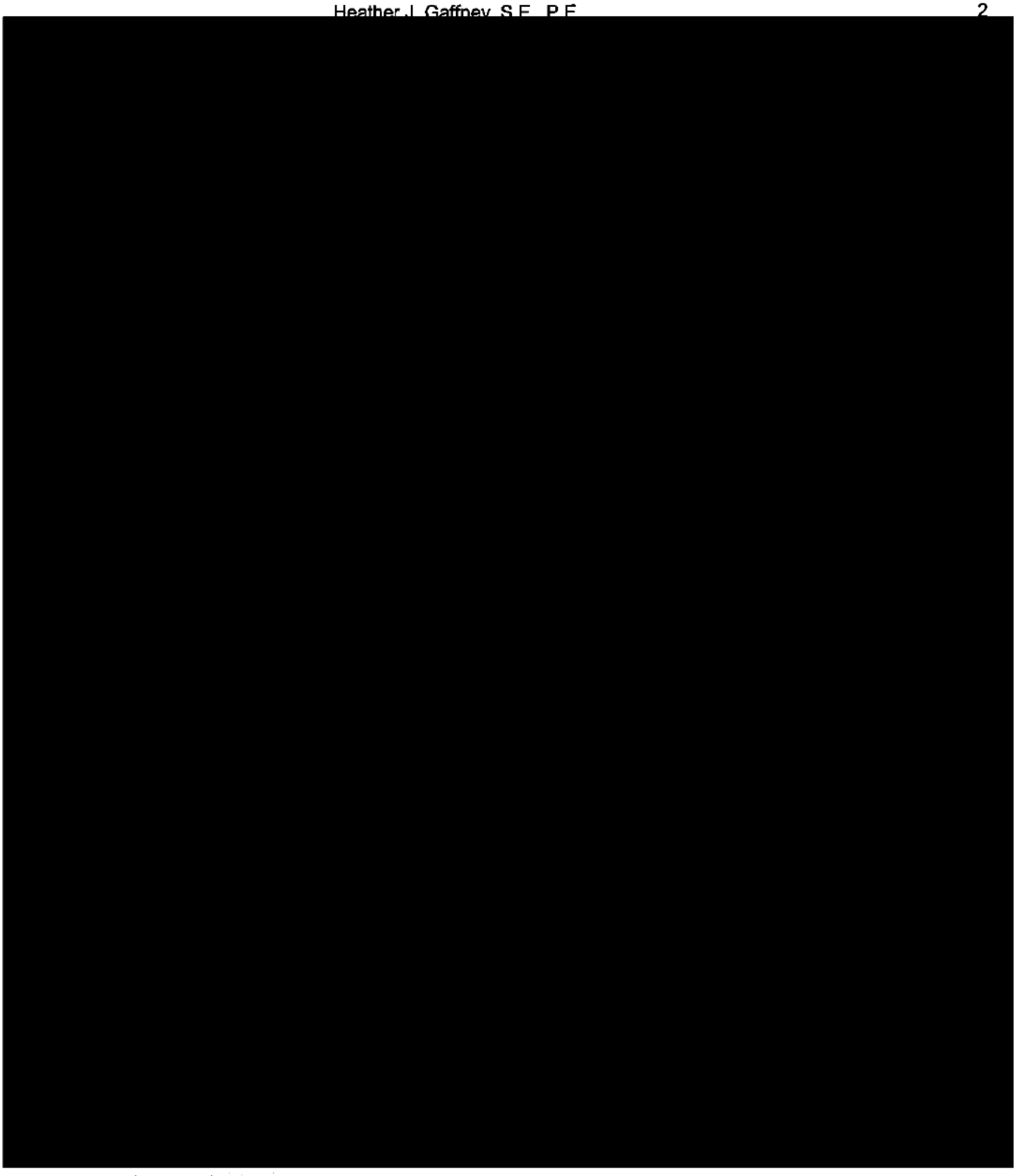
List all key personnel titles that are applicable to this project.

Attach resumes of all key personnel

[redacted]

Heather J. Gaffney, S.E., P.E.
Senior Vice President/Regional Director

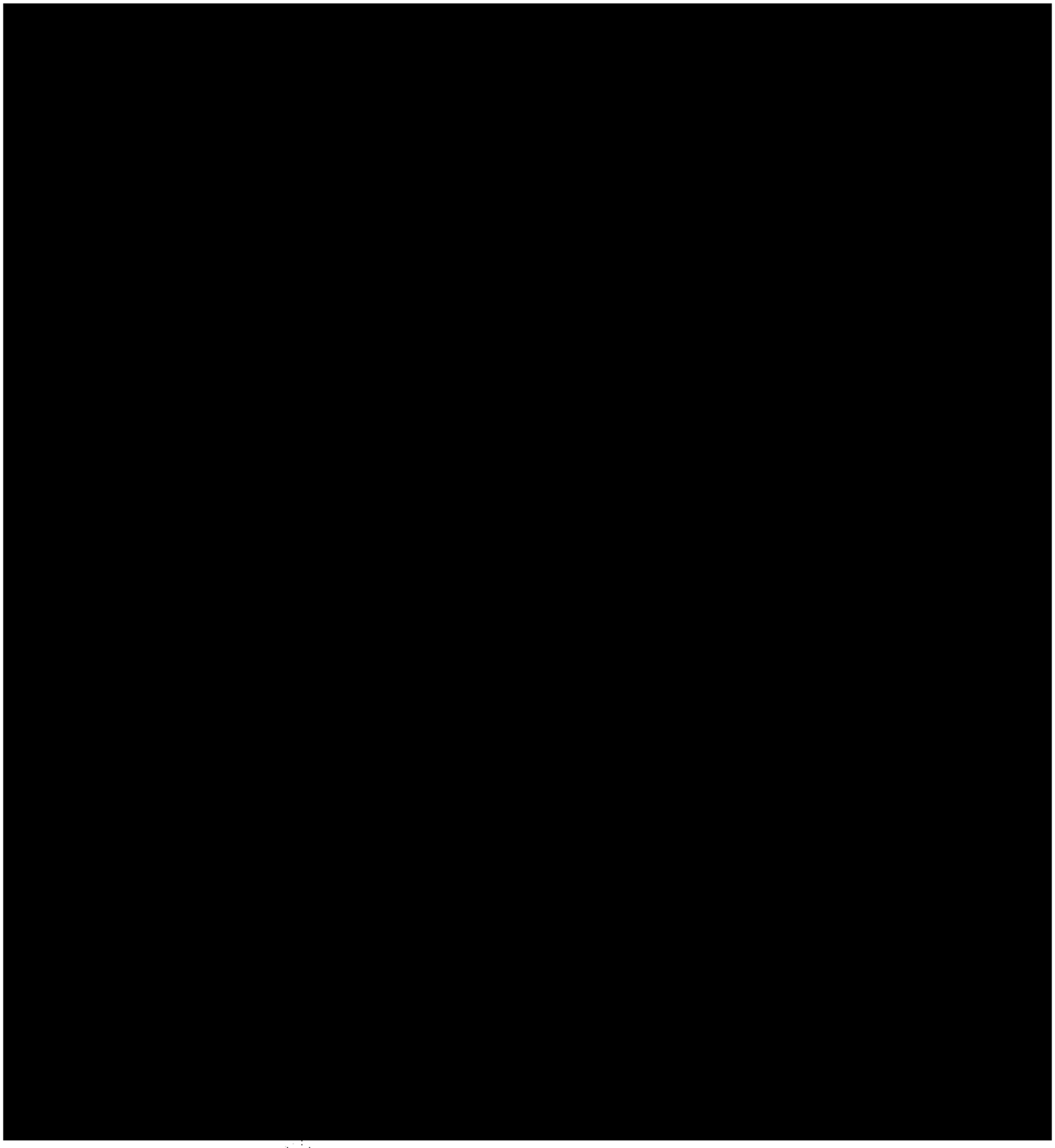
[redacted]



[redacted]

Patrick T. Kane, P.E.
Vice President/Operations Manager

[redacted]



[redacted]

Donald A. Jakesch, P.E., P.T.O.E.
Vice President/Chief Engineer

[redacted]

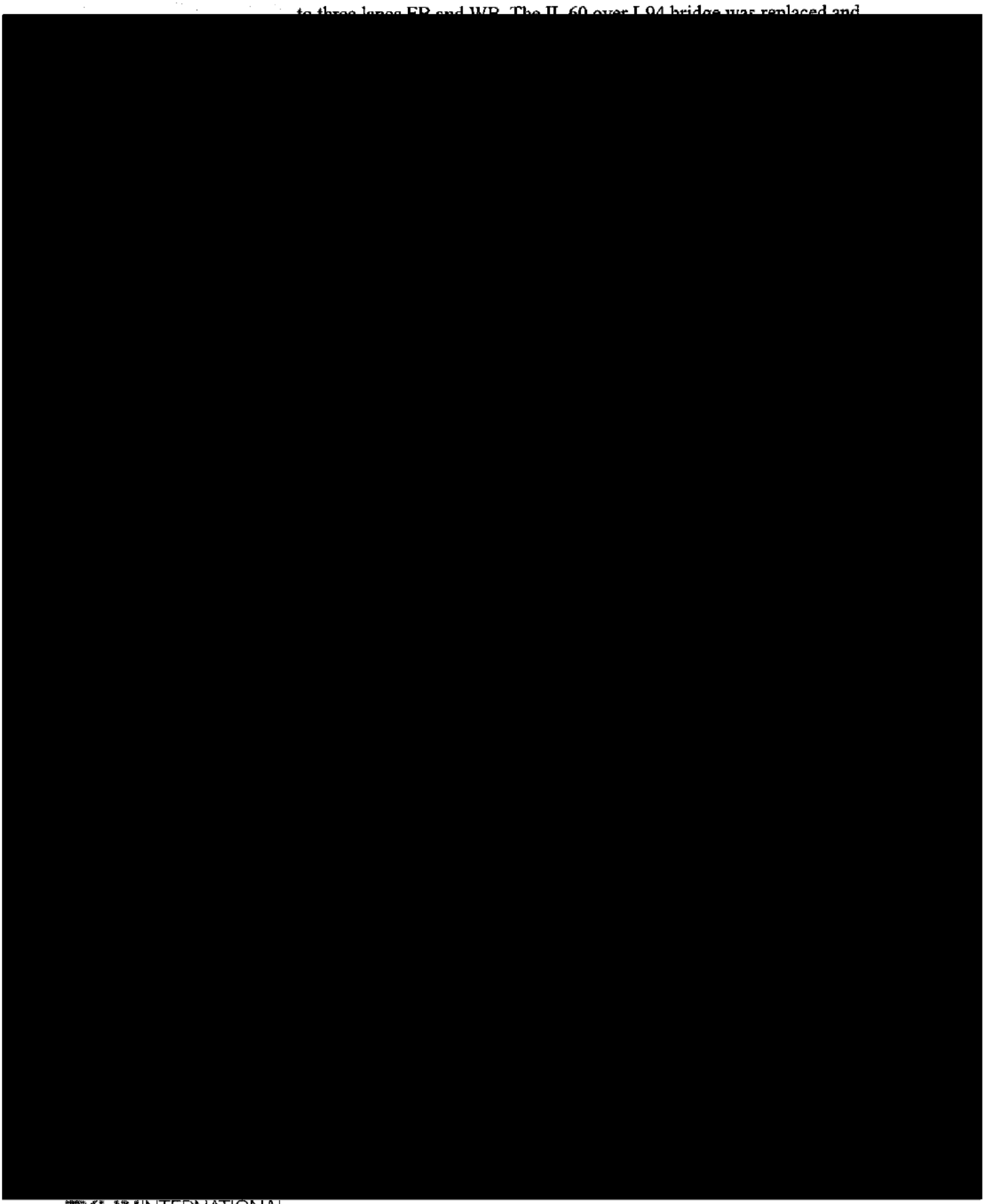
[redacted]

[redacted]

Spiros Pantazis, S.E., P.E.
Associate/Senior Structural Engineer

[redacted]

to three lanes EB and WB. The IL 60 over I-94 bridge was replaced and



[redacted]

Joel P. Marhoul, P.E.
Associate/Senior Civil Engineer

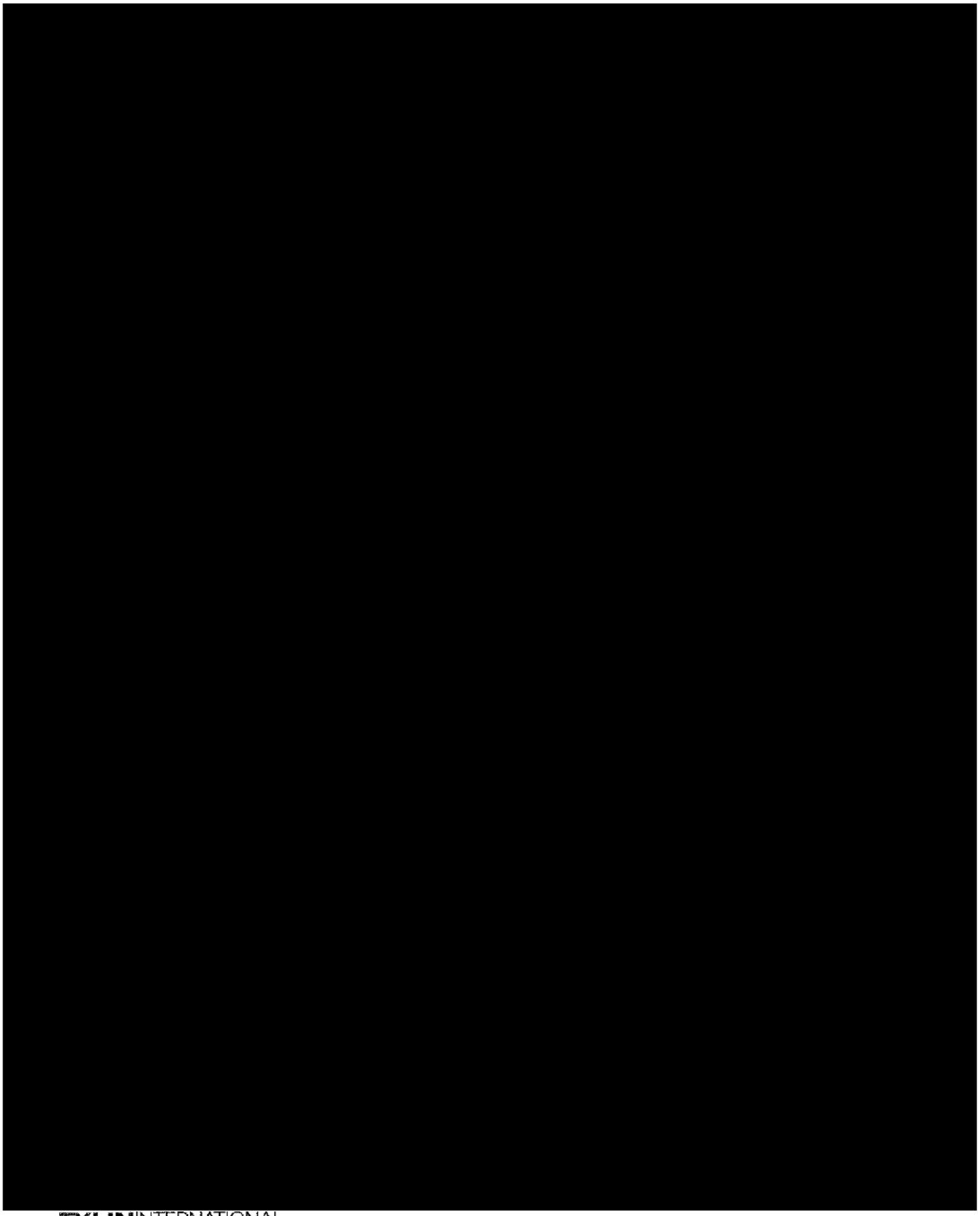
[redacted]

[redacted]

[redacted]

Mark P. Gormely, P.E., P.T.O.E.
Senior Civil Engineer

[redacted]



T.Y. Lin

Exhibit F

Scope of Work

Design and Construction Project Management
I-294 / I-57
Tri-State Tollway M.P. 7.6 (I-57)

Contract No. I-11-4026

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This contract is for Phase II Design and Phase III Construction Project Management Services on the Tri-State Tollway and I-57 interchange in Cook County, Illinois. The Consultant shall assist the Tollway in design management services for design contracts associated with the I-294 / I-57 interchange. The Consultant shall also provide corridor construction management services (CCM) for all construction contracts and construction management service (CM) on selected construction contracts within these limits. The Tollway will determine the number of construction management contracts for this project at a future date. This consultant should consider that they will perform CCM throughout the duration of the construction and they will perform CM services for construction contracts throughout the duration of construction.

The Consultant will perform on-site inspection, review layout of contract including design changes, provide geotechnical inspection and testing, prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway specifications. The Consultant must complete and submit final measurements, calculations and final contract documents to the Tollway no later than six (6) weeks after completion of Punch List for the project. The Consultant must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the ICAPP Manual. All CADD file documents shall be required to contain all record drawing modifications.

Construction Contracts

Work within the entire project corridor has been established as a series of construction contracts under two primary construction phases. Construction Phase I has been developed to primarily accommodate construction of northbound to northbound movements between I-294 and I-57. There are currently nine (9) individual construction contracts anticipated as part of Phase I of the interchange construction program. Three of the construction contracts have been let by IDOT and are currently underway. The final number of contracts needed for the program is to be determined as final design is developed. The work identified in Construction Phase I of the program is included under this original professional services agreement.

There are five (5) construction contracts currently anticipated for a deferred Construction Phase II of the program which have yet to be scheduled. Construction Phase II is intended to generally accommodate completion of interchange construction of southbound to southbound movements between I-294 and I-57, and additional improvements along I-57. Future accommodation for Design and Construction Project Management Services for Construction Phase II contracts will be at the option of the Tollway as a supplement to this agreement.

The anticipated contracts and schedules are as follows:

Contract Designation	Contract Description	Construction Schedule
IDOT		
1	I-57 Bridge over I-294, I-57 Median (S limit of I-57 to I-294)	03/11 – 11/12
2	Kedzie Avenue Bridge over I-57	04/12 – 11/12
10	147th Street from Kedzie Ave. to Dixie Hwy	08/12 – 11/13
PHASE I		
3A	Dixie Creek Realignment	04/12 – 04/13
3	NB I-57 (south limit of I-57 to I-294), Ramp B NB CD Road B (to North limit I-294)	11/12 – 10/14
4	SB I-57 (south limit of I-57 to I-294), Ramp M, SB CD Road M (to N limit of I-294)	11/12 – 10/14
4A	Toll Plazas (to NB I-294 on CD Road B) and (to SB I-57 on CD Road M)	08/13 – 10/14
11A	Tri-State Tollway (I-294) Bridges over 147th Street	06/12 – 11/13
11B	Ramp X and Ramp N	03/13 – 10/13
PHASE II		
5	Ramp C and Ramp F2	TBD
6	I-57 Median (I-294 to N limit of I-57)	TBD
7	I-57 SB (I-294 to N limit of I-57), includes CD Road C, Ramp F1, Partial Ramp E	TBD
8	I-57 NB (I-294 to N limit of I-57), includes CD Road A, Ramp H, Partial Ramps J and K	TBD
9	Ramp D and Ramp L	TBD

II. CONSTRUCTION MANAGEMENT (CM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The CM shall furnish services in accordance with the articles contained in the Authority's CM Manual dated July, 2010, and all applicable Tollway Criteria, Manuals and Bulletins.

   TYLin, as design engineer for the projects, will provide design engineering support services as requested by the CM on an as needed basis. The support services could include review of shop drawings, response to CM requests or questions, attendance at meetings, etc. There are some inherent uncertainties in the actual amount of work required for this support. TYLin and the CM will monitor the budget accordingly to assure that TYLin has adequate budget to perform services requested by the CM.

Attachment A

Web-based Project Management System

The Illinois Tollway has a Web-based Project Management System (System) that will be used by project participants on Tollway CRP projects. The System provides a number of benefits to the project participants, including:

1) Simplification of communications.
2) Automated tracking of time-sensitive items.
3) Automated reporting.
4) Common Document management and storage as electronic documents will reside in a central repository.
5) Audit Trail of information so project participants will be able to determine who did what and when.
6) Real-time access and exchange of information.
7) Easy, secure, 24/7 access to project information over the Internet via a computer and an Internet browser.

The successful Consultant must establish broadband Internet connectivity in order to effectively utilize the System (T1 is recommended) and must comply with all work instructions and procedures relating to its use. The consultant must furnish all hardware and software required to effectively utilize the System, including personal computers, peripheral software, virus protection software, System plug-ins, ActiveX installation, firewall configuration and high-speed document scanners. The consultant will be solely responsible for coordination between its subconsultants and suppliers, and the System. All document transmittals and written communications from the Consultant to the Illinois Tollway must be made electronically to the System. In certain cases where "wet signatures" and/or stamps are required by the Tollway, document transmittals must be made simultaneously via the System for the record and by traditional means for paper documents, unless the consultant is directed otherwise in writing by the Tollway. Once stamped/signed documents have been obtained, they must be scanned and uploaded to the System for record.

All consultant, subconsultant and supplier employees who will use the web-based system must complete the training provided by the Tollway prior to having access to the system. A valid e-mail address must be provided prior to training session. The consultant agrees to comply with all terms and conditions associated with use of the web-based project management system.

1.0 Consultant shall utilize ISTHA web-based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.

2.0 Within 14 calendar days of Notice to Proceed, Consultant shall designate a website manager (coordinator) who is to be the point of contact with ISTHA website implementation and support staff.

3.0 Consultant is required but not limited to submit the following using the System:

3.1. Submit schedule, submittals shall be processed using the System to provide a record of activity.

3.2. Progress Reports

3.3. Inspection Reports

3.4. Requests for information, project clarifications, general communication and project related issues.

3.5. Meeting agendas, no later than 3 days before meeting

3.6. Minutes of meetings, no later than 3 days after each progress meeting date, distribute copies of minutes via the System to each party present and to other parties who should have been present. Include a brief summary in narrative form of progress since the previous meeting and report.

4.0 Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:

4.1. Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf), black and white with maximum resolution of 200pdi using CCITT Group 4 (2d Fax) compression.

4.2. Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.

4.3. Electronic photographs shall be submitted in JPEG (.jpg)file format, sized at a minimum resolution of 1024x768 pixels.

4.4. Grayscale or color photo images that are scanned shall be saved in JPEG (.jpg) file format with medium to low quality compression at a minimum resolution of 200 dpi.

4.5. Product data that is available for download from the Manufacturer's website, that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

System Requirements	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0
Processor Speed	2.0 GHzor greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5 Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners[6]	
Medium Format Scanner[1]	Canon DR-5020 Document Scanner or equal
Medium Format Scanner[1]	Canon DR-5080C Document Scanner or equal
Medium Format Scanner[1]	Fujitsu M 4097D IPC Document Scanner or equal
Medium Format Scanner[1]	Fujitsu M 4097D VRS Document Scanner or equal
Medium Format Scanner[1]	Epson GT-30000 Document Scanner or equal
Large Format Scanner[1]	Océ TDS610 36" Monochrome Scanner or equal
Large Format Scanner[1]	Océ TDS810 36" Monochrome Scanner or equal
Large Format Scanner[1]	Vidar Select P36 Color Scanner or equal
Large Format Scanner[1]	Vidar Select MP36 MonochromeScanner or equal
Required Additional Software	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader[2]
Portable Document Format(.PDF) file generator	Adobe Acrobat[3]
ZIP File compression utility	WinZip[4] or equal

[1] Large and medium format scanning may also be outsourced to a digital reproduction house in your locale.

[2] Adobe Acrobat Reader is free software available for download at http://www.adobe.com/

[3] Adobe Acrobat is not free software and must be purchased. At least one copy of the software must be purchased by the Consultant and must reside on a PC accessible to all users within the Consultant's office. The purchase and installation of multiple copies is recommended.

[4] A fully functional evaluation version of WinZip is available for download at http://www.winzip.com/, alternative free file compression utility is 7-zip available at http:"www.7-zip.org/

: **Note:** The scanner models specified meet the requirements of website usage and are provided for information purposes only. Scanner models may change or be discontinued by the manufacturer.

I-11-4026

EXHIBIT G

CURRENT OBLIGATIONS FOR PROJECTS

T Y Lin International Great Lakes, Inc. has no active Illinois Tollway projects at this time.

T Y Lin International Great Lakes, Inc. was selected for CSE services on PSB 11-2, Item 15. This contract is currently under negotiation.

Project No. I-11-4026 **Consultant:** T.Y. Lin International Great Lakes, 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.

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: $ -

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

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

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 0.00%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): #DIV/0!

Date Revised 04/01/12

Project No. I-11-4025 Consultant: T.Y. Lin International Great Lakes, 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			6		
	Direct Labor			Direct Labor	$ -
	Direct Costs			Direct Costs	$ -
	Services by Others			Services by Others	$ -
	Additional Services **			Additional Services **	$ -
	Total this Subconsultant (ULC)	$ -		Total this Subconsultant (ULC)	$ -
2			7		
	Direct Labor			Direct Labor	$ -
	Direct Costs			Direct Costs	$ -
	Services by Others			Services by Others	$ -
	Additional Services **			Additional Services **	$ -
	Total this Subconsultant (ULC)	$ -		Total this Subconsultant (ULC)	$ -
3			8		
	Direct Labor	$ -		Direct Labor	$ -
	Direct Costs	$ -		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Total this Subconsultant (ULC)	$ -		Total this Subconsultant (ULC)	$ -
4			9		
	Direct Labor	$ -		Direct Labor	$ -
	Direct Costs	$ -		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Total this Subconsultant (ULC)	$ -		Total this Subconsultant (ULC)	$ -
5			10		
	Direct Labor	$ -		Direct Labor	$ -
	Direct Costs	$ -		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Total this Subconsultant (ULC)	$ -		Total this Subconsultant (ULC)	$ -

** Additional services funds require prior authorization before use

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

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

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

Date Revised 04/01/12

The Roderick Group, Inc.

SUBCONTRACTOR/CONSULTANT REQUIRED DISCLOSURES

Pursuant to Procurement Code 30 ILCS 500/20-120, any contract granted under this Code shall state whether the services of a subcontractor (consultant) will or may be used. To the extent that the information is known, the contract shall include the names and addresses of all subcontractors (consultants) and the expected amount of money each will receive under the contract. Firms shall provide copies of all subcontract agreements with a contract value greater than $25,000 as soon as possible upon notice of a Tollway award, but not later than 20 days from the date the Tollway executes the contract (generally the Notice-to-Proceed date) or after execution of the subcontract, whichever is later.

Subcontractors (consultants) of all tiers with a proposed contract value greater than $25,000 must also complete and submit the Subcontractor/Consultant Certification/Disclosure forms to the Firm awarded the Tollway contract, if they intend to participate in the contract. Firms awarded the Tollway contract must submit these forms within the preceding timeframes.

Subcontract agreements and Certification/Disclosure Forms must be submitted in Adobe Acrobat® .pdf file format on a Compact Disk (CD) to the State Purchasing Officer (SPO) through the General Manager of Engineering at 2700 Ogden Ave., Downers Grove, IL 60515. Publicly traded companies may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the Certification/Disclosure Forms but must still submit eligible subcontractor (consultant) agreements.

All Disclosures shall be signed and made under penalty of perjury by an authorized officer or employee on behalf of the bidder or offeror and all Financial Disclosures and Potential Conflicts of Interest will be filed with the Procurement Policy Board (PPB).

All Firms required to submit Disclosures who have entered into multi-year contracts or sub-contracts shall certify by July 1st of each fiscal year covered by the contract, after the initial fiscal year, to the State Purchasing Officer (SPO) through the General Manager of Engineering at 2700 Ogden Ave., Downers Grove, IL 60515 by submitting either revised forms (in Adobe Acrobat® .pdf file format) or an affidavit that there is no change that it continues to satisfy the requirements of Article 50 of the Procurement Code pertaining to eligibility for a contract award.

RETURN WITH SUBCONTRACT

Tollway Contract Number: **I-11-4026**
Subcontractor (Consultant) Firm Name: **The Roderick Group, Inc.**
Prime Contractor (Consultant) Firm Name: **Knight E/A, Inc.**

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTS

Article 50 of the Illinois Procurement Code establishes the duty of all State Chief Procurement Officers, State Purchasing Officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.

The certifications hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed should the Illinois Tollway approve the subcontractor. The Chief Procurement Officer may terminate or void the sub-contract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification.

Section 50-2 of the Illinois Procurement Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year sub-contract shall certify, by July 1st of each fiscal year covered by the contract after the initial fiscal year, to the responsible Chief Procurement Officer whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subconsultant is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subconsultant that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

A. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

(a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:

(1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or

(2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

(b) Businesses. No business shall be barred from contracting with any unit of State or local government, or sub-contracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

(1) the business has been finally adjudicated not guilty; or

(2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract to which the sub-contract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

(c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

(d) Certification. Every bid submitted to and contract executed by the Illinois Tollway, and every sub-contract subject to Section 20-120 of the Procurement Code shall contain a certification by the contractor or the subconsultant, respectively, that the contractor or subconsultant is not barred from being awarded a contract or sub-contract under this Section and acknowledges that the Chief Procurement Officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

2. The contractor or subconsultant certifies that it is not barred from being awarded a contract under Section 50.5.

B. Felons

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, or enter into a sub-contract, from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

2. Certification. Every bid submitted to and contract executed by the State and every sub-contract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder or contractor or subconsultant, respectively, that the bidder, contractor, or subconsultant is not barred from being awarded a contract or sub-contract under this Section and acknowledges that the Chief Procurement Officer may declare the related contract void if any of the certifications required by this Section are false.

C. Debt Delinquency

1. The Illinois Procurement Code provides:

Section 50-11 and 50-12. Debt Delinquency. The contractor, bidder or subconsultant, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or sub-contract under the Procurement Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a sub-contract, if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency, or entering into a sub-contract, if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The bidder, contractor or subconsultant, respectively, further acknowledges that the Chief Procurement Officer may declare the related contract void if this certification is false or if the bidder, contractor, or subconsultant, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

D. Prohibited Bidders, Contractors and Subconsultants

1. The Illinois Procurement Code provides:

Section 50-10.5 and 50-60(e). Prohibited bidders, contractors and subconsultants.
The bidder, contractor or subconsultant, respectively, certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every sub-contract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subconsultant, respectively, that the bidder, contractor, or subconsultant is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

E. Section 42 of the Environmental Protection Act

The bidder, contractor or subconsultant, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subconsultant, is not barred from being awarded a contract or entering into a sub-contract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any sub-contract, that is subject to the Procurement Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder, contractor or subconsultant, respectively, acknowledges that the Chief Procurement Officer may declare the contract void if this certification is false.

The undersigned, on behalf of the sub-contracting company, has read and Understands the above certifications and makes the certifications as required by law.

The Roderick Group, Inc.
Name of Subcontracting Company

[redacted]
Authorized Officer

03/05/2012
Date

RETURN WITH SUBCONTRACT

Tollway Contract Number: **I-11-4026**
Subcontractor (Consultant) Firm Name: **The Roderick Group, Inc.**
Prime Contractor (Consultant) Firm Name: **Knight E/A, Inc.**

FINANCIAL SUBCONTRACTOR (CONSULTANT) DISCLOSURES

Instructions. The Illinois Procurement Code requires that vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information that is specified below **(30 ILCS 500/50-13 and 50-35 a,b,h)**.

Vendor shall disclose the financial interest, potential conflict of interest and contract information identified in Sections 1, 2, 3 and 4 below as a condition of receiving an award or contract. Please submit this information along with your bid or offer.

Section 1 applies to all contracts regardless of dollar amount. Sections 2, 3 and 4 apply to contracts with an annual value exceeding $25,000 that must be procured using one of the authorized competitive methods of source selection.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures (sections 2, 3, and 4 below) must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

When determining ownership or distributive income shares, use the most current information that you consider reliable, but in no event for a period before your last completed fiscal period.

A designee may submit this form on behalf of the vendor (or its parent). However, that person must have verified the information with each affected individual.

The disclosures herein after made by the subcontractor (consultant) are each material representation of fact upon which reliance is placed. The subcontractor (consultant) further certifies that the Illinois Tollway has received the disclosure forms for each sub-contract.

A. Financial Interest and Conflicts of Interest

Vendor has disclosed if required, on forms provided by the State Agency, and agrees it is under a continuing obligation to disclose to the State Agency, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State Agency officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State Agency if required, on forms provided by the State Agency, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:

a) the person intending to contract with the State Agency, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently $106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);

b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently $177,412.00).

c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently $354,824.00) from the firm, partnership, association or corporation.

Vendor acknowledges that the State Agency may declare this Contract void without any additional compensation due to the Vendor if this certification is false or if the Act or Order is violated. VENDOR (show Company name and DBA)

VENDOR (show Company name and DBA)

The Roderick Group, Inc.

Signature [redacted]

Printed Name Rashod R. Johnson

Title President Date 03/05/2012

Address 921 W. Van Buren Street, Suite 210

Chicago, IL 60607

CONFLICT OF INTEREST DISCLOSURES

Instructions. Vendor shall disclose with the Offer financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35).

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: The Roderick Group, Inc.

D/B/A (if used): _____

Name of any Parent Organization: _____

RETURN WITH SUBCONTRACT

Section 1: Section 50-13 Conflicts of Interest

Subcontractors (consultants) whose contract value is greater than $25,000 must complete this section. Even if you mark "No Conflict of Interests" you may still need to complete Section 2 and 3.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection

(a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor ($177,412.00], to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One:

___X___ No Conflicts Of Interest

_____ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Section 2: Disclosure of Financial Interest in the Vendor.

This applies to all sub-contracts with an annual value exceeding $25,000 that must be procured using one of the authorized competitive methods of source selection. Complete the appropriate subsections.

Subcontractors (consultants) must complete subsection (a), (b) or (c) below as applicable if the annual value exceeds $25,000. Use (c) if you do not meet the requirements for (a) or (b). In addition, all Vendors must complete Section 3.

(a) Publicly traded corporations subject to SEC reporting requirements

(a-1) Subcontractors (consultants) shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k _____, 20f _____, or 40f _____.

(a-2) Subcontractors (consultants) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(b) Privately held corporations with more than 200 shareholders

(b-1) These subcontractors (consultants) may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code.

(b-2) Subcontractor (consultant) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(c) General disclosure. Individuals, sole proprietorships, partnerships and any others not qualified to use subsection (a) or (b) above must complete (c-1), (c-2), and (c-3) as appropriate.

(c-1) For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use separate forms for each individual.

RETURN WITH SUBCONTRACT

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
   ☒ Yes ☐ No

2. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
   ☐ Yes ☒ No

3. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
   ☐ Yes ☒ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
   ☒ Yes ☐ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 100% . For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

   0.5% or less_____ >0.5 to 1.0% _____ >1.0 to 2.0%_____ >2.0 to 3.0 %_____ > 3.0 to 4.0%_____%

   >4.0 to 5.0%_____and in additional 1% increments as appropriate _____%

If you responded yes to any of the questions 1 – 4 above, Please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☒ Partnership ☐ Other (explain)_____

Name: Rashod R. Johnson

Address: [redacted]

(c-2) In relation to individuals identified in c-1 above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section (attach additional pages as necessary). If no individual has been identified in c-1 above, mark not applicable (n/a) here ___.

EXHIBIT "I"
PAGE 441 OF 524

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract.	Yes ☐ No ☒
(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.	Yes ☐ No ☒
(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.	Yes ☐ No ☒
(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.	Yes ☐ No ☒
(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years.	Yes ☐ No ☒
(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.	Yes ☐ No ☒
(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.	Yes ☐ No ☒
(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.	Yes ☐ No ☒
(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.	Yes ☐ No ☒
(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.	Yes ☐ No ☒

RETURN WITH SUB-CONTRACT

Section 3: Current and Pending Contracts

Subcontractors (consultants) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number. (Attach additional pages as necessary. Show "none" if appropriate.)

This information is submitted on behalf of: The Roderick Group, Inc.

(Name of Vendor)

Official authorized to sign on behalf of subcontractor (consultant):

Name (printed) Rashod R. Johnson Title President

Signature [redacted] Date 03/05/2012

Project Number: I-11-4026 **Consultant:** The Roderick Group, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2012												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Construction Inspctn													
Project Management													
TOTALS													0

Notes:

1.) Use as many pages as required to show the entire schedule for this project.

2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/01/12

EXHIBIT "A" PAGE 4 OF 5

Project Number: I-11-4026 **Consultant:** The Roderick Group, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2013												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Construction Inspctn	0	200	160	200	240	200	200	240	200	200	160	60	2060
Project Management	2	2	2	2	2	2	2	2	2	2	2	2	24
TOTALS	2	202	162	202	242	202	202	242	202	202	162	62	2084

Notes:

1.) Use as many pages as required to show the entire schedule for this project.
2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/01/12

Project Number: I-11-4026 **Consultant:** The Roderick Group, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2014												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Construction Inspctn		200	160	200	240	200	200	240	200	200	160	60	2060
Project Management	2	2	2	2	2	2	2	2	2	2	2	2	24
TOTALS	2	202	162	202	242	202	202	242	202	202	162	62	2084

Notes:

1.) Use as many pages as required to show the entire schedule for this project.

2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/01/12

EXHIBIT "1" PAGE 4 OF 5 & 4

Project Number: I-11-4026 **Consultant:** The Roderick Group, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Construction Inspctn													
Project Management													
TOTALS													0

Notes:

1.) Use as many pages as required to show the entire schedule for this project.

2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/01/12

EXHIBIT "1" PAGE 47 OF 54

Project No. I-11-4026 **Consultant:** The Roderick Group, Inc.

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: (From Exhibit C-3)	4,166.00	Total Dollars: (From Exhibit C-3)	$ 110,309.00
Multiplier to be used on this project: Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)			2.80
DIRECT REGULAR SALARY TIMES MULTIPLIER			$ 308,865.20

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

TOTAL DIRECT COSTS	$ 24,720.07

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) (Do not including estimated additional services)	$ -
Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) (Do not including estimated additional services)	$ -
TOTAL SERVICES BY OTHERS	$ -

D. ADDITIONAL SERVICES (prime and subconsultants)
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) **$ 333,585.27**

Date Revised 04/01/12

Project No.: I-11-4026 **Consultant:** The Roderick Group, Inc.

Date: 4/2/2012

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible For Prem. O/T?
President	Rashod R. Johnson	70.00	70.00	
Senior Project Manager	Eras N. Beseka	60.00	60.00	Y
Engineering Director	Mark A. Kazich	45.72	45.72	Y
Field Inspector I	Robert Draniczarek	25.20	25.20	Y
Administrative Assistant	Damaris E. Cruz	15.75	15.75	

* Exhibit C-1 is a comprehensive list of classifications of company employees.

(1) List all employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.

(2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.

(3) Use as many sheets as necessary to show classifications.

Date Revised 04/01/12

Project No.: I-11-4026

Consultant: The Roderick Group, Inc.

Date: 4/1/2012

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 24 NO. OF MONTHS

SCHEDULED START DATE: 1/1/2013

RAISE DATE: 3/1/2013

PERCENT OF RAISE: 3%

ESCALATION PER YEAR

1/1/2013 - 2/28/2013	3/1/2013 - 2/28/2014	3/1/2014 - 12/31/2014	-	-
Date Date	Date Date	Date Date	Date Date	Date Date
2.0	12.0	10.0		
24.0	24.0	24.0	24.0	24.0
8.33%	51.50%	44.20%		
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

The escalation factor for this project is: 104.04%

EXHIBIT "1"
PAGE 450 OF 521

Date Revised 04/01/12

Project No.: I-11-4026 **Consultant:** The Roderick Group, Inc.

Date: 4/1/2012 **Total Escalation Factor from C-2:** 104.04%

EXHIBIT C-3: DIRECT LABOR CALCULATION

Classification (From Exhibit C-1)	(1) Current Average Hourly Rate (From Exhibit C-1) (SEE NOTE 1 BELOW)	(2) Escalated Average Hourly Rate (SEE NOTE 2 BELOW)	(3) Estimated Work Hours (Including Overtime)	Direct Labor Extension (Col. 2 x Col. 3)
President	$70.00	$70.00	0.00	
Senior Project Manager	$60.00	$62.42	0.00	
Engineering Director	$45.72	$47.57	48.00	$ 2,283.00
Field Inspector I	$25.20	$26.22	4,120.00	$ 108,026.00
Administrative Assistant	$15.75	$16.39	0.00	

Total Estimated Work Hours: 4,168.00
Must Match Exhibit A

Total Direct Labor: $ 110,309.00

Average Hourly Rate: $ 26.47

(1) Average Hourly Rate per classification from C1. Hard enter this number. DO NOT insert a formula.
* Average Hourly Rates cannot exceed applicable salary caps.

(2) Current Average Hourly Rate x Escalation Factor. No escalation factor is allowed for employees at or above the salary cap rate

Date Revised 04/01/12

Project No. I-11-4026 Consultant: The Roderick Group, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate	$ 45.00 (Includes Tolls)	X	465 (No. of Days)	$ 20,925.00
Mileage	$ 0.510 (Mileage Rate)	X	0 (No. of Miles)	$ -

(Use mileage rate found at:
http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx)

TOTAL VEHICLE REIMBURSEMENT $ 20,925.00

B. ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here: $ 1,718.07
http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

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

DIRECT COST CATEGORY	

Project No. I-11-4026 Consultant: The Roderick Group, Inc.

EXHIBIT D (Continued)

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

D. PREMIUM OVERTIME

Classification	Estimate of Overtime Hours	Escalated Hourly Rate (Premium Portion Only) (SEE NOTE 1 BELOW)	Premium Overtime Dollars (Hours x Rate)
Field Inspector I	160.00	$12.98	$ 2,077.00

TOTAL PREMIUM OVERTIME $ 2,077.00

(1) Premium portion is equal to 1/2 of the escalated average hourly rate for the classification. This number is to be hard entered. DO NOT enter a formula

ALLOWABLE DIRECT COSTS

08.01.2008

The following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Daily Rate (owned or leased the same)	$45/day (Maximum) Including Tolls
Overtime	Premium portion
Tolls	Actual Cost
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of $15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Mobile Phone (for traffic system implementation)	
Telephone Usage (for traffic system monitoring)	
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
  http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.

- On all agreements authorization after January 1, 2005, GPS Equipment is considered tools of the trade.

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones (maximum of 3 without additional approval. Personal phones that do not remain on the job site are not allowable)	$70/month/phone (Maximum)
Radio Communication	Actual Cost
2-way Radio	Actual Cost
Vehicles (Only for Vehicles assigned to project) DAILY RATE ONLY	$45/day (Maximum) Including Tolls
The number of days will be calculated as follows: For extended stay**- Number of days on job site plus one Day to travel to and from job site Weekly (hotel) – Number of days on job site plus one day to Travel to and from job site per week. Shift Differential	Actual Cost based on firm policy

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

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

Project No. I-11-4026 **Consultant:** The Roderick Group, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Rashod R. Johnson, P.E.

Classification: President

Project Manager: Mark A. Kazich, P.E.

Classification: Engineering Director

Project Engineer: Robert Draniczarek, EIT

Classification: Field Inspector I

Resident Engineer:

Classification:

Documentation Engineer:

Classification:

Project Civil Engineer:

Classification:

Project Structural Engineer:

Classification:

Project Drainage Engineer:

Classification:

Senior Engineer:

Classification:

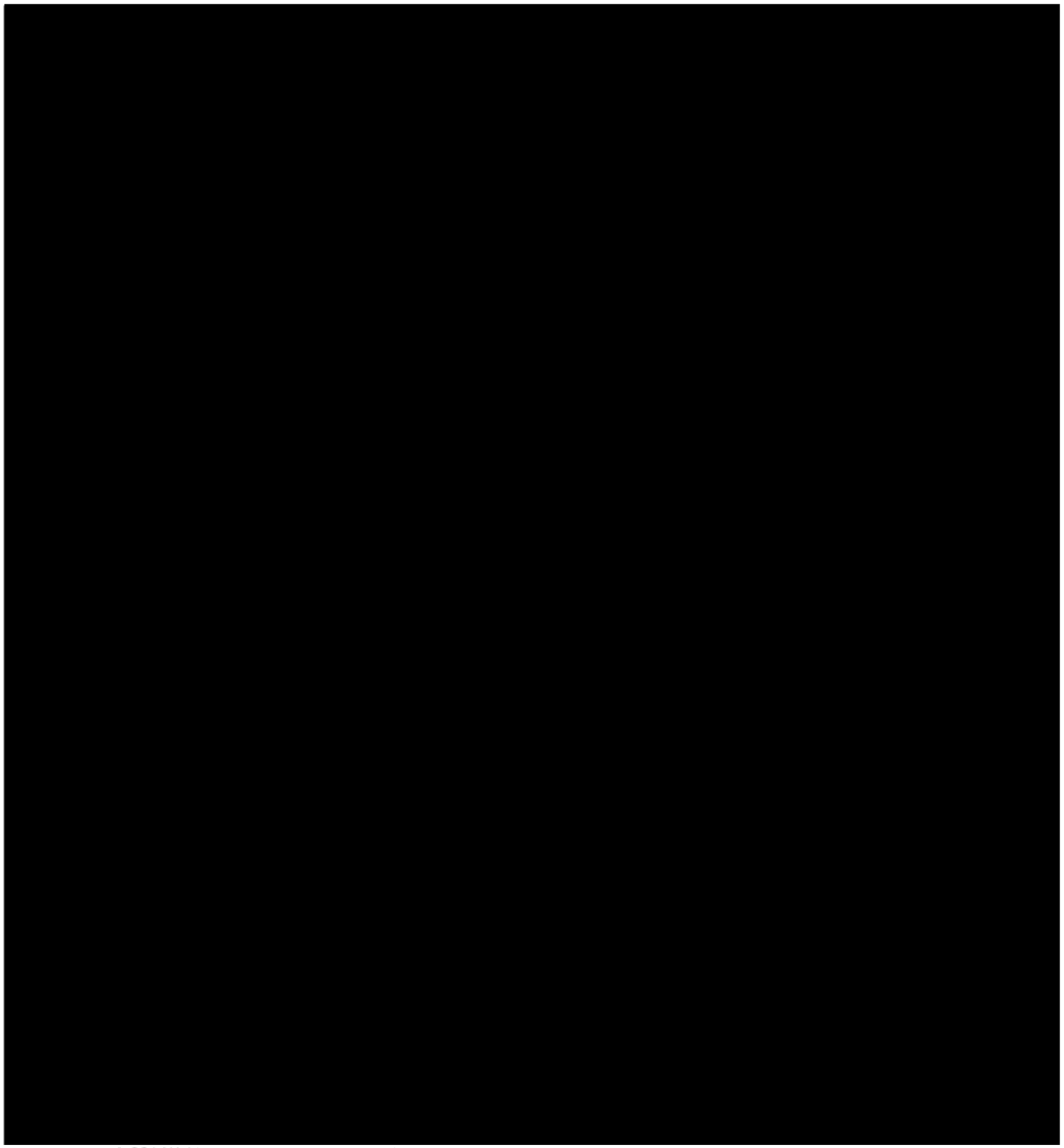
Others:

List all key personnel titles that are applicable to this project.

Attach resumes of all key personnel

The Roderick Group
Engineering better business™

RASHOD R. JOHNSON, P.E.
PRESIDENT



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the Roderick Group
Engineering better business℠

RASHOD R. JOHNSON, P.E.
PRESIDENT

[redacted]

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the Roderick Group
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MARK A. KAZICH, P.E.
DIRECTOR OF ENGINEERING

[redacted]

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MARK A. KAZICH, P.E.
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[redacted]

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ROBERT T. DRANICZAREK, E.I.T.
CONSTRUCTION ENGINEER

[redacted]

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Roderick Group

Exhibit F

Scope of Work

Design and Construction Project Management
I-294 / I-57
Tri-State Tollway M.P. 7.6 (I-57)

Contract No. I-11-4026

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This contract is for Phase II Design and Phase III Construction Project Management Services on the Tri-State Tollway and I-57 interchange in Cook County, Illinois. The Consultant shall assist the Tollway in design management services for design contracts associated with the I-294 / I-57 interchange. The Consultant shall also provide corridor construction management services (CCM) for all construction contracts and construction management service (CM) on selected construction contracts within these limits. The Tollway will determine the number of construction management contracts for this project at a future date. This consultant should consider that they will perform CCM throughout the duration of the construction and they will perform CM services for construction contracts throughout the duration of construction.

The Consultant will perform on-site inspection, review layout of contract including design changes, provide geotechnical inspection and testing, prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway specifications. The Consultant must complete and submit final measurements, calculations and final contract documents to the Tollway no later than six (6) weeks after completion of Punch List for the project. The Consultant must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the ICAPP Manual. All CADD file documents shall be required to contain all record drawing modifications.

Construction Contracts

Work within the entire project corridor has been established as a series of construction contracts under two primary construction phases. Construction Phase I has been developed to primarily accommodate construction of northbound to northbound movements between I-294 and I-57. There are currently nine (9) individual construction contracts anticipated as part of Phase I of the interchange construction program. Three of the construction contracts have been let by IDOT and are currently underway. The final number of contracts needed for the program is to be determined as final design is developed. The work identified in Construction Phase I of the program is included under this original professional services agreement.

There are five (5) construction contracts currently anticipated for a deferred Construction Phase II of the program which have yet to be scheduled. Construction Phase II is intended to generally accommodate completion of interchange construction of southbound to southbound movements between I-294 and I-57, and additional improvements along I-57. Future accommodation for Design and Construction Project Management Services for Construction Phase II contracts will be at the option of the Tollway as a supplement to this agreement.

The anticipated contracts and schedules are as follows:

Contract Designation	Contract Description	Construction Schedule
IDOT		
1	I-57 Bridge over I-294, I-57 Median (S limit of I-57 to I-294)	03/11 – 11/12
2	Kedzie Avenue Bridge over I-57	04/12 – 11/12
10	147th Street from Kedzie Ave. to Dixie Hwy	08/12 – 11/13
PHASE I		
3A	Dixie Creek Realignment	04/12 – 04/13
3	NB I-57 (south limit of I-57 to I-294), Ramp B NB CD Road B (to North limit I-294)	11/12 – 10/14
4	SB I-57 (south limit of I-57 to I-294), Ramp M, SB CD Road M (to N limit of I-294)	11/12 – 10/14
4A	Toll Plazas (to NB I-294 on CD Road B) and (to SB I-57 on CD Road M)	08/13 – 10/14
11A	Tri-State Tollway (I-294) Bridges over 147th Street	06/12 – 11/13
11B	Ramp X and Ramp N	03/13 – 10/13
PHASE II		
5	Ramp C and Ramp F2	TBD
6	I-57 Median (I-294 to N limit of I-57)	TBD
7	I-57 SB (I-294 to N limit of I-57), includes CD Road C, Ramp F1, Partial Ramp E	TBD
8	I-57 NB (I-294 to N limit of I-57), includes CD Road A, Ramp H, Partial Ramps J and K	TBD
9	Ramp D and Ramp L	TBD

II. CONSTRUCTION MANAGEMENT (CM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The Roderick Group will provide construction inspection support to the CM team. The CM shall furnish services in accordance with the articles contained in the Authority's CM Manual dated July, 2010, and all applicable Tollway Criteria, Manuals and Bulletins.

   Phase III construction management services will be provided for various construction contracts within the corridor, including but not limited to the following:

   - Contract 11A — I-294 Bridges over 147th Street
   - Contract 3 — NB I-57 (south limit of I-57 to I-294), Ramp B, NB CD Road B (to N limit of I-294)

   Construction management services on each individual project within the corridor includes on-site inspection, review layout of contract including design changes, provide geotechnical inspection and testing, prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway specifications. The CM is to complete and submit final measurements, calculations and final contract documents to the Tollway no later than six (6) weeks after completion of Punch List for the project. All final documents shall be submitted in hard copy and electronic format and follow the ICAPP Manual. All CADD file documents shall be required to contain all record drawing modifications.

III. REQUIRED SUBMITTALS TO THE AUTHORITY

1. Submittal requirements shall be in accordance with the CM Manual.

VII. ITEMS TO BE FURNISHED TO THE CONTSRUCTION MANAGER

1. It shall be the responsibility of the CM to select the applicable reduced record drawings from the Tollway's GIS Site.
2. Digital Ortho-Imagery, contours, horizontal and vertical survey control and centerline of the project limits.
3. Copies of ISTHA Standard Specifications, Standard Drawings, and ISTHA Design Criteria can be obtained from the Tollway's website.
4. Copy of all construction contract documents.

Attachment A

Web-based Project Management System

The Illinois Tollway has a Web-based Project Management System (System) that will be used by project participants on Tollway CRP projects. The System provides a number of benefits to the project participants, including:

1) Simplification of communications.
2) Automated tracking of time-sensitive items.
3) Automated reporting.
4) Common Document management and storage as electronic documents will reside in a central repository.
5) Audit Trail of information so project participants will be able to determine who did what and when.
6) Real-time access and exchange of information.
7) Easy, secure, 24/7 access to project information over the Internet via a computer and an Internet browser.

The successful Consultant must establish broadband Internet connectivity in order to effectively utilize the System (T1 is recommended) and must comply with all work instructions and procedures relating to its use. The consultant must furnish all hardware and software required to effectively utilize the System, including personal computers, peripheral software, virus protection software, System plug-ins, ActiveX installation, firewall configuration and high-speed document scanners. The consultant will be solely responsible for coordination between its subconsultants and suppliers, and the System. All document transmittals and written communications from the Consultant to the Illinois Tollway must be made electronically to the System. In certain cases where "wet signatures" and/or stamps are required by the Tollway, document transmittals must be made simultaneously via the System for the record and by traditional means for paper documents, unless the consultant is directed otherwise in writing by the Tollway. Once stamped/signed documents have been obtained, they must be scanned and uploaded to the System for record.

All consultant, subconsultant and supplier employees who will use the web-based system must complete the training provided by the Tollway prior to having access to the system. A valid e-mail address must be provided prior to training session. The consultant agrees to comply with all terms and conditions associated with use of the web-based project management system.

1.0 Consultant shall utilize ISTHA web-based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.

2.0 Within 14 calendar days of Notice to Proceed, Consultant shall designate a website manager (coordinator) who is to be the point of contact with ISTHA website implementation and support staff.

3.0 Consultant is required but not limited to submit the following using the System:

3.1. Submit schedule, submittals shall be processed using the System to provide a record of activity.

3.2. Progress Reports

3.3. Inspection Reports

3.4. Requests for information, project clarifications, general communication and project related issues.

3.5. Meeting agendas, no later than 3 days before meeting

3.6. Minutes of meetings, no later than 3 days after each progress meeting date, distribute copies of minutes via the System to each party present and to other parties who should have been present. Include a brief summary in narrative form of progress since the previous meeting and report.

4.0 Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:

4.1. Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf), black and white with maximum resolution of 200pdi using CCITT Group 4 (2d Fax) compression.

4.2. Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.

4.3. Electronic photographs shall be submitted in JPEG (.jpg)file format, sized at a minimum resolution of 1024x768 pixels.

4.4. Grayscale or color photo images that are scanned shall be saved in JPEG (.jpg) file format with medium to low quality compression at a minimum resolution of 200 dpi.

4.5. Product data that is available for download from the Manufacturer's website, that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

System Requirements	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0
Processor Speed	2.0 GHzor greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5 Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners[6]	
Medium Format Scanner[1]	Canon DR-5020 Document Scanner or equal
Medium Format Scanner[1]	Canon DR-5080C Document Scanner or equal
Medium Format Scanner[1]	Fujitsu M 4097D IPC Document Scanner or equal
Medium Format Scanner[1]	Fujitsu M 4097D VRS Document Scanner or equal
Medium Format Scanner[1]	Epson GT-30000 Document Scanner or equal
Large Format Scanner[1]	Océ TDS610 36" Monochrome Scanner or equal
Large Format Scanner[1]	Océ TDS810 36" Monochrome Scanner or equal
Large Format Scanner[1]	Vidar Select P36 Color Scanner or equal
Large Format Scanner[1]	Vidar Select MP36 MonochromeScanner or equal
Required Additional Software	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader[2]
Portable Document Format(.PDF) file generator	Adobe Acrobat[3]
ZIP File compression utility	WinZip[4] or equal

[1] Large and medium format scanning may also be outsourced to a digital reproduction house in your locale.

[2] Adobe Acrobat Reader is free software available for download at http://www.adobe.com/

[3] Adobe Acrobat is not free software and must be purchased. At least one copy of the software must be purchased by the Consultant and must reside on a PC accessible to all users within the Consultant's office. The purchase and installation of multiple copies is recommended.

[4] A fully functional evaluation version of WinZip is available for download at http://www.winzip.com/, alternative free file compression utility is 7-zip available at http:"www.7-zip.org/

: **Note:** The scanner models specified meet the requirements of website usage and are provided for information purposes only. Scanner models may change or be discontinued by the manufacturer.

I-11-4026

EXHIBIT G
The Roderick Group, Inc.

CURRENT OBLIGATIONS

Route & Job No.	Project	Total Project Fee	Fee Remaining	Est. Date of Completion
PMO	PSB 11-03 #1	Pending		

Project No. I-11-4026 Consultant: The Roderick Group, 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.

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: $ -

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

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

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 0.00%

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

Date Revised 04/01/12

EXHIBIT "1"

Project No. I-11-4026 Consultant: The Roderick Group, 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			6		
	Direct Labor			Direct Labor	$ -
	Direct Costs			Direct Costs	$ -
	Services by Others			Services by Others	$ -
	Additional Services **			Additional Services **	$ -
	Total this Subconsultant (ULC)	$ -		Total this Subconsultant (ULC)	$ -
2			7		
	Direct Labor			Direct Labor	$ -
	Direct Costs			Direct Costs	$ -
	Services by Others			Services by Others	$ -
	Additional Services **			Additional Services **	$ -
	Total this Subconsultant (ULC)	$ -		Total this Subconsultant (ULC)	$ -
3			8		
	Direct Labor	$ -		Direct Labor	$ -
	Direct Costs	$ -		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Total this Subconsultant (ULC)	$ -		Total this Subconsultant (ULC)	$ -
4			9		
	Direct Labor	$ -		Direct Labor	$ -
	Direct Costs	$ -		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Total this Subconsultant (ULC)	$ -		Total this Subconsultant (ULC)	$ -
5			10		
	Direct Labor	$ -		Direct Labor	$ -
	Direct Costs	$ -		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Total this Subconsultant (ULC)	$ -		Total this Subconsultant (ULC)	$ -

** Additional services funds require prior authorization before use

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

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

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

Date Revised 04/01/12

Wight and Company

RETURN WITH SUBCONTRACT

SUBCONTRACTOR/CONSULTANT REQUIRED DISCLOSURES

Pursuant to Procurement Code 30 ILCS 500/20-120, any contract granted under this Code shall state whether the services of a subcontractor (consultant) will or may be used. To the extent that the information is known, the contract shall include the names and addresses of all subcontractors (consultants) and the expected amount of money each will receive under the contract. Firms shall provide copies of all subcontract agreements with a contract value greater than $25,000 as soon as possible upon notice of a Tollway award, but not later than 20 days from the date the Tollway executes the contract (generally the Notice-to-Proceed date) or after execution of the subcontract, whichever is later.

Subcontractors (consultants) of all tiers with a proposed contract value greater than $25,000 must also complete and submit the Subcontractor/Consultant Certification/Disclosure forms to the Firm awarded the Tollway contract, if they intend to participate in the contract. Firms awarded the Tollway contract must submit these forms within the preceding timeframes.

Subcontract agreements and Certification/Disclosure Forms must be submitted in Adobe Acrobat® .pdf file format on a Compact Disk (CD) to the State Purchasing Officer (SPO) through the General Manager of Engineering at 2700 Ogden Ave., Downers Grove, IL 60515. Publicly traded companies may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the Certification/Disclosure Forms but must still submit eligible subcontractor (consultant) agreements.

All Disclosures shall be signed and made under penalty of perjury by an authorized officer or employee on behalf of the bidder or offeror and all Financial Disclosures and Potential Conflicts of Interest will be filed with the Procurement Policy Board (PPB).

All Firms required to submit Disclosures who have entered into multi-year contracts or sub-contracts shall certify by July 1st of each fiscal year covered by the contract, after the initial fiscal year, to the State Purchasing Officer (SPO) through the General Manager of Engineering at 2700 Ogden Ave., Downers Grove, IL 60515 by submitting either revised forms (in Adobe Acrobat® .pdf file format) or an affidavit that there is no change that it continues to satisfy the requirements of Article 50 of the Procurement Code pertaining to eligibility for a contract award.

EXHIBIT "1"
PAGE 474 OF 524

RETURN WITH SUBCONTRACT

Tollway Contract Number: 1-11-4026
Subcontractor (Consultant) Firm Name: Wight & Company
Prime Contractor (Consultant) Firm Name: Knight E/A, Inc.

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTS

Article 50 of the Illinois Procurement Code establishes the duty of all State Chief Procurement Officers, State Purchasing Officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.

The certifications hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed should the Illinois Tollway approve the subcontractor. The Chief Procurement Officer may terminate or void the sub-contract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification.

Section 50-2 of the Illinois Procurement Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year sub-contract shall certify, by July 1st of each fiscal year covered by the contract after the initial fiscal year, to the responsible Chief Procurement Officer whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subconsultant is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subconsultant that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

A. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

(a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:

(1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or

(2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

(b) Businesses. No business shall be barred from contracting with any unit of State or local government, or sub-contracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

(1) the business has been finally adjudicated not guilty; or

(2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract to which the sub-contract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

(c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

(d) Certification. Every bid submitted to and contract executed by the Illinois Tollway, and every sub-contract subject to Section 20-120 of the Procurement Code shall contain a certification by the contractor or the subconsultant, respectively, that the contractor or subconsultant is not barred from being awarded a contract or sub-contract under this Section and acknowledges that the Chief Procurement Officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

2. The contractor or subconsultant certifies that it is not barred from being awarded a contract under Section 50.5.

B. Felons

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, or enter into a sub-contract, from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

2. Certification. Every bid submitted to and contract executed by the State and every sub-contract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder or contractor or subconsultant, respectively, that the bidder, contractor, or subconsultant is not barred from being awarded a contract or sub-contract under this Section and acknowledges that the Chief Procurement Officer may declare the related contract void if any of the certifications required by this Section are false.

C. Debt Delinquency

1. The Illinois Procurement Code provides:

Section 50-11 and 50-12. Debt Delinquency. The contractor, bidder or subconsultant, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or sub-contract under the Procurement Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a sub-contract, if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency, or entering into a sub-contract, if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The bidder, contractor or subconsultant, respectively, further acknowledges that the Chief Procurement Officer may declare the related contract void if this certification is false or if the bidder, contractor, or subconsultant, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

D. Prohibited Bidders, Contractors and Subconsultants

1. The Illinois Procurement Code provides:

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subconsultants.
The bidder, contractor or subconsultant, respectively, certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every sub-contract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subconsultant, respectively, that the bidder, contractor, or subconsultant is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

E. Section 42 of the Environmental Protection Act

The bidder, contractor or subconsultant, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subconsultant, is not barred from being awarded a contract or entering into a sub-contract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any sub-contract, that is subject to the Procurement Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder, contractor or subconsultant, respectively, acknowledges that the Chief Procurement Officer may declare the contract void if this certification is false.

The undersigned, on behalf of the sub-contracting company, has read and Understands the above certifications and makes the certifications as required by law.

Wight & Company

[redacted]

Authorized Officer

3/5/2012

Date

RETURN WITH SUBCONTRACT

Tollway Contract Number: 1-11-4026
Subcontractor (Consultant) Firm Name: Wight & Company
Prime Contractor (Consultant) Firm Name: Knight E/A, Inc.

FINANCIAL SUBCONTRACTOR (CONSULTANT) DISCLOSURES

Instructions. The Illinois Procurement Code requires that vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information that is specified below **(30 ILCS 500/50-13 and 50-35 a,b,h)**.

Vendor shall disclose the financial interest, potential conflict of interest and contract information identified in Sections 1, 2, 3 and 4 below as a condition of receiving an award or contract. Please submit this information along with your bid or offer.

Section 1 applies to all contracts regardless of dollar amount. Sections 2, 3 and 4 apply to contracts with an annual value exceeding $25,000 that must be procured using one of the authorized competitive methods of source selection.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures (sections 2, 3, and 4 below) must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

When determining ownership or distributive income shares, use the most current information that you consider reliable, but in no event for a period before your last completed fiscal period.

A designee may submit this form on behalf of the vendor (or its parent). However, that person must have verified the information with each affected individual.

The disclosures herein after made by the subcontractor (consultant) are each material representation of fact upon which reliance is placed. The subcontractor (consultant) further certifies that the Illinois Tollway has received the disclosure forms for each sub-contract.

A. Financial Interest and Conflicts of Interest

Vendor has disclosed if required, on forms provided by the State Agency, and agrees it is under a continuing obligation to disclose to the State Agency, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State Agency officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State Agency if required, on forms provided by the State Agency, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:

a) the person intending to contract with the State Agency, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently $106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);

b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently $177,412.00).

c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently $354,824.00) from the firm, partnership, association or corporation.

Vendor acknowledges that the State Agency may declare this Contract void without any additional compensation due to the Vendor if this certification is false or if the Act or Order is violated. VENDOR (show Company name and DBA)

VENDOR (show Company name and DBA)

Wight & Company

Signatur[redacted]

Printed Name Pete Mesha

Title Group President, Transportation Date 3/5/2012

Address 2500 North Frontage Road

Darien, IL 60561

CONFLICT OF INTEREST DISCLOSURES

Instructions. Vendor shall disclose with the Offer financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35).

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: Wight & Company

D/B/A (if used): _____

Name of any Parent Organization: _____

RETURN WITH SUBCONTRACT

Section 1: Section 50-13 Conflicts of Interest

Subcontractors (consultants) whose contract value is greater than $25,000 must complete this section. Even if you mark "No Conflict of Interests" you may still need to complete Section 2 and 3.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection

(a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor ($177,412.00], to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One:

____X_____ No Conflicts Of Interest

_____ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

EXHIBIT "1"
PAGE 481 OF 524

RETURN WITH SUBCONTRACT

Section 2: Disclosure of Financial Interest in the Vendor.

This applies to all sub-contracts with an annual value exceeding $25,000 that must be procured using one of the authorized competitive methods of source selection. Complete the appropriate subsections.

Subcontractors (consultants) must complete subsection (a), (b) or (c) below as applicable if the annual value exceeds $25,000. Use (c) if you do not meet the requirements for (a) or (b). In addition, all Vendors must complete Section 3.

(a) Publicly traded corporations subject to SEC reporting requirements

(a-1) Subcontractors (consultants) shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k _____, 20f _____, or 40f _____.

(a-2) Subcontractors (consultants) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(b) Privately held corporations with more than 200 shareholders

(b-1) These subcontractors (consultants) may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code.

(b-2) Subcontractor (consultant) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(c) General disclosure. Individuals, sole proprietorships, partnerships and any others not qualified to use subsection (a) or (b) above must complete (c-1), (c-2), and (c-3) as appropriate.

(c-1) For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use separate forms for each individual.

RETURN WITH SUBCONTRACT

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
   ☒ Yes ☐ No

2. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
   ☐ Yes ☒ No

3. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
   ☒ Yes ☐ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
   ☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 100%. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

   0.5% or less_____>0.5 to 1.0% _____>1.0 to 2.0%_____ >2.0 to 3.0 %_____> 3.0 to 4.0%_____%

   >4.0 to 5.0%_____and in additional 1% increments as appropriate _____%

If you responded yes to any of the questions 1 – 4 above, Please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☐ Partnership ☐ Other (explain) Corporation – Sub S

Name: Mark T. Wight

Address: [redacted]

(c-2) In relation to individuals identified in c-1 above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section (attach additional pages as necessary). If no individual has been identified in c-1 above, mark not applicable (n/a) here ___.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☒

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

RETURN WITH SUB-CONTRACT

Section 3: Current and Pending Contracts

Subcontractors (consultants) shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number. (Attach additional pages as necessary. Show "none" if appropriate.)

This information is submitted on behalf of: Wight & Company

(Name of Vendor)

Official authorized to sign on behalf of subcontractor (consultant):

Name (printed) Pete Mesha

Title Group President, Transportation

Signature [redacted]

Date 3/5/2012

Wight & Company

LIST OF ILLINOIS STATE CONTRACTS

CURRENT STATE PROJECTS

The following lists all current or pending contracts, proposals, leases or other on-going procurement relationships that Wight & Company has with any unit of the State of Illinois Government.

Agency	Project Name	W&C Project No.	State Contract No.
IDOT	District 2 - Various Design	06-6790-13	PTB 140-018
IDOT	District 2 - Bridge Rehabilitation	06-6790-14	PTB 145-016
IDOT	District 2 - Structure Replacements	06-6790-14A	PTB 145-016
IDOT	District 1 - I-55 @ IL-59 C-91-263-97	06-6790-15	PTB 147-002
IDOT	District 1 - D-1 Lake St. D-91-615-09	06-6790-17	PTB 152-011
IDOT	District 1 - Butterfield Road	06-6790-18	PTB 154-004
IDOT	R&G - Lake Street @ York Road	06-6790-19	PTB 155-004
IDOT	District 1 - Willow Road	06-6790-20	PTB 157-012
IDOT	Region 2 - I-57	06-6790-21	PTB 161-23
IDOT	SVS - Various VE Studies	06-5603	

Revised: 3/5/2012

Wight & Company

LIST OF ILLINOIS STATE CONTRACTS

PENDING STATE PROJECTS

The following lists all current or pending contracts, proposals, leases or other on-going procurement relationships that Wight & Company has with any unit of the State of Illinois Government.

Agency	Project Name	W&C Project No.	State Contract No.
None			

Revised: 3/5/12

Project Number: I-11-4026 **Consultant:** Wight and Company

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2012												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Manager					2	2	2	2	2	2	2	2	16
DM													
Utility Coordination					80	100	80	100	80	80	80	80	680
Drainage / Environmental					80	100	80	100	80	80	80	80	680
CCM													
Documentation Engineer					160	200	160	200	160	160	200	120	1360
CM													
Asst. Resident Engineer					160	200	160	200	160	160	200	120	1360
Office Engineer					160	200	160	200	160	160	200	120	1360
Bridge Engineeer					160	200	160	200	160	160	200	120	1360
Roadway Engineer						120	160	200	160	160			800
TOTALS					802	1122	962	1202	962	962	962	642	7616

Notes:

1.) Use as many pages as required to show the entire schedule for this project.

2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/01/12

EXHIBIT "A" PAGE 4 OF 5

Project Number: I-11-4026 **Consultant:** Wight and Company

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2013												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Manager	2	2	2	2	2	2	2	2	2	2	2	2	24
DM													
Utility Coordination	60	80	80	80	80								380
Drainage / Environmental	60	80	80	80	80								380
CCM													
Documentation Engineer	160	200	160	160	200	160	160	200	160	160	200	120	2040
CM													
Asst. Resident Engineer	160	200	200	300	240	240	300	240	240	200	220	120	2660
Office Engineer	160	200	160	200									720
Bridge Engineeer	120	200	200	300	240	240	300	240	240	200	210	160	2650
Roadway Engineer						160	200	120					480
TOTALS	722	962	882	1122	842	802	962	802	642	562	632	402	9334

Notes:

1.) **Use as many pages as required to show the entire schedule for this project.**

2.) **The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3**

EXHIBIT "1" PAGE 48 OF 52

Date Revised 04/01/12

Project Number: I-11-4026 **Consultant:** Wight and Company

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2014												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Manager	2	2	2	2	2	2	2	2	2	2	2	2	24
DM													
Utility Coordination													
Drainage / Environmental													
CCM													
Documentation Engineer	160	160	160	160	200	160	160	200	160	160	200	120	2000
CM													
Asst. Resident Engineer	160	200	200	240	300	240	240	300	240	200	220	120	2660
Office Engineer													
Bridge Engineeer	120	200	200	240	300	240	240	300	240	200	210	160	2650
Roadway Engineer						160	200	120					480
TOTALS	442	562	562	642	802	802	842	922	642	562	632	402	7814

Notes:

1.) **Use as many pages as required to show the entire schedule for this project.**

2.) **The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3**

Date Revised 04/01/12

EXHIBIT "1" PAGE 490 OF 524

Project Number: I-11-4026 **Consultant:** Wight and Company

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Manager	2	2	2	2	2	2							12
DM													
Utility Coordination													
Drainage / Environmental													
CCM													
Documentation Engineer	160	160	160	200	160	160							1000
CM													
Asst. Resident Engineer	160	160	160	200	160	160							1000
Office Engineer													
Bridge Engineeer													
Roadway Engineer													
TOTALS	322	322	322	402	322	322							2012

Notes:

1.) **Use as many pages as required to show the entire schedule for this project.**

2.) **The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3**

Date Revised 04/01/12

EXHIBIT "1" PAGE 4 OF 5 24

Project No. I-11-4026 **Consultant:** Wight and Company

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 26,776.00 (From Exhibit C-3)

Total Dollars: $ 1,173,390.00 (From Exhibit C-3)

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

DIRECT REGULAR SALARY TIMES MULTIPLIER $ 3,285,492.00

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

TOTAL DIRECT COSTS $ 97,758.40

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) $ -
(Do not including estimated additional services)

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) $ -
(Do not including estimated additional services)

TOTAL SERVICES BY OTHERS $ -

D. ADDITIONAL SERVICES (prime and subconsultants) $ -
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) **$ 3,383,250.40**

Date Revised 04/01/12

Project No.: I-11-4026 **Consultant:** Wight and Company

Date: 4/1/2012

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible For Prem. O/T?
PRINCIPAL	Pete Mesha*	$70.00	$70.00	
SENIOR PROJECT MANAGER	Robert Tessiatore*	$70.00	$67.31	
	John Clinnin*	$70.00		
	Byron Wyns	$61.94		
PROJECT MANAGER	Ken Cortopassi	$59.61	$55.43	
	Brian Malone	$58.37		
	Tom Powers	$46.75		
	Robin Martel	$57.00		
SENIOR PROJECT ENGINEER	Gary Mraz	$48.65	$48.65	
PROJECT ENGINEER	Patrick Smith	$48.28	$43.66	
	Matthew Shelton	$43.79		
	Rajiv Iyangar	$42.70		
	Yifang Lu	$41.48		
	Kyle Buck	$42.07		
ENGINEER II	Jacob Hohl	$33.60	$31.41	
	Travis Franklin	$31.00		
	Claire Yavaraski	$29.63		
ENGINEER I	Dan Stueland	$22.37	$22.37	
SENIOR TECHNICIAN / SURVEYOR	Michael Breedlove	$28.70	$34.55	
	Brian Henrichs	$40.39		
*(Subject to $70.00 Max Salary Cap)				

* Exhibit C-1 is a comprehensive list of classifications of company employees.

(1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.

(2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.

(3) Use as many sheets as necessary to show classifications.

Date Revised 04/01/12

Project No.: I-11-4026 **Consultant:** Wight and Company

Date: 4/1/2012

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible For Prem. O/T?
TECHNICIAN / SURVEY ASSISTANT	Open	$19.00	**$19.00**	
INTERN	Mollie Szmurlo	$25.24	**$25.24**	
ADMIN. ASST/FINANCIAL MANAGER	Sharon Bojan	$20.00	**$24.00**	
	Darlene Coleman	$28.00		

* Exhibit C-1 is a comprehensive list of classifications of company employees.

(1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.

(2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.

(3) Use as many sheets as necessary to show classifications.

Date Revised 04/01/12

Project No.: I-11-4026

Consultant: Wight and Company

Date: 4/1/2012

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 38 NO. OF MONTHS

SCHEDULED START DATE: 5/1/2012

RAISE DATE: 7/1/2012

PERCENT OF RAISE: 3%

ESCALATION PER YEAR

5/1/2012 - 6/30/2012	7/1/2012 - 6/30/2013	7/1/2013 - 6/30/2014	7/1/2014 - 6/30/2015	-
Date Date	Date Date	Date Date	Date Date	Date Date
2.0	12.0	12.0	12.0	
38.0	38.0	38.0	38.0	38.0
5.26%	32.53%	33.50%	34.51%	
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

The escalation factor for this project is: 105.80%

Date Revised 04/01/12

EXHIBIT "1" PAGE 4 OF 5 pgs

Project No.: I-11-4026 **Consultant:** Wight and Company

Date: 4/1/2012 **Total Escalation Factor from C-2:** 105.80%

EXHIBIT C-3: DIRECT LABOR CALCULATION

Classification (From Exhibit C-1)	(1) Current Average Hourly Rate (From Exhibit C-1) (SEE NOTE 1 BELOW)	(2) Escalated Average Hourly Rate (SEE NOTE 2 BELOW)	(3) Estimated Work Hours (Including Overtime)	Direct Labor Extension (Col. 2 x Col. 3)
Principal	$70.00	$70.00		
Senior Project Manager	$67.31	$70.00	76.00	$ 5,320.00
Project Manager	$55.43	$58.64		
Senior Project Engineer	$48.65	$51.47	7,680.00	$ 395,290.00
Project Engineer	$43.66	$46.19	10,860.00	$ 501,623.00
Engineer II	$31.41	$33.23	8,160.00	$ 271,157.00
Engineer I	$22.37	$23.67		
Senior Technician / Surveyor	$34.55	$36.55		
Technician / Survey Assistant	$19.00	$20.10		
Intern	$17.00	$17.99		
Admin. Asst / Financial Manager	$24.00	$25.39		

Total Estimated Work Hours: 26,776.00 (Must Match Exhibit A)

Total Direct Labor: $ 1,173,390.00

Average Hourly Rate: $ 43.82

(1) Average Hourly Rate per classification from C1. Hard enter this number. DO NOT insert a formula.
* Average Hourly Rates cannot exceed applicable salary caps.

(2) Current Average Hourly Rate x Escalation Factor. No escalation factor is allowed for employees at or above the salary cap rate

Date Revised 04/01/12

Project No. I-11-4026 Consultant: Wight and Company

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate	$ 45.00 (Includes Tolls)	X	1,947 (No. of Days)	$	87,615.00
Mileage	$ 0.510 (Mileage Rate)	X	2,000 (No. of Miles)	$	1,020.00

(Use mileage rate found at:
http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

TOTAL VEHICLE REIMBURSEMENT $ 88,635.00

B. ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here: $ 6,230.00
http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

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

DIRECT COST CATEGORY	
Deliverable Daily Record Books	
Reproduction/Supplies	

TOTAL ITEMIZED DIRECT COSTS $ 2,893.40

Project No. I-11-4026 Consultant: Wight and Company

EXHIBIT D (Continued)

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

D. PREMIUM OVERTIME

Classification	Estimate of Overtime Hours	Escalated Hourly Rate (Premium Portion Only) (SEE NOTE 1 BELOW)	Premium Overtime Dollars (Hours x Rate)

TOTAL PREMIUM OVERTIME $ -

(1) Premium portion is equal to 1/2 of the escalated average hourly rate for the classification. This number is to be hard entered. DO NOT enter a formula

ALLOWABLE DIRECT COSTS

08.01.2008

The following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Daily Rate (owned or leased the same)	$45/day (Maximum) Including Tolls
Overtime	Premium portion
Tolls	Actual Cost
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of $15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Mobile Phone (for traffic system implementation)	
Telephone Usage (for traffic system monitoring)	
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
  http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.

- On all agreements authorization after January 1, 2005, GPS Equipment is considered tools of the trade.

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones (maximum of 3 without additional approval. Personal phones that do not remain on the job site are not allowable)	$70/month/phone (Maximum)
Radio Communication	Actual Cost
2-way Radio	Actual Cost
Vehicles (Only for Vehicles assigned to project) DAILY RATE ONLY	$45/day (Maximum) Including Tolls
The number of days will be calculated as follows: For extended stay**- Number of days on job site plus one Day to travel to and from job site Weekly (hotel) – Number of days on job site plus one day to Travel to and from job site per week. Shift Differential	Actual Cost based on firm policy

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

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

Project No. 1-11-4026 **Consultant:** Wight and Company

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Peter Mesha

Classification: PRINCIPAL

Project Manager: John Clinnin

Classification: SENIOR PROJECT MANAGER

Design Manager _____

Classification: _____

Corridor Manager: _____

Classification: _____

Resident Engineer: _____

Classification: _____

Documentation Engineer: _____

Classification: _____

Project Structural Engineer: _____

Classification: _____

Project Drainage Engineer: _____

Classification: _____

Senior Engineer: _____

Classification: _____

Others: _____

_____

List all key personnel titles that are applicable to this project.

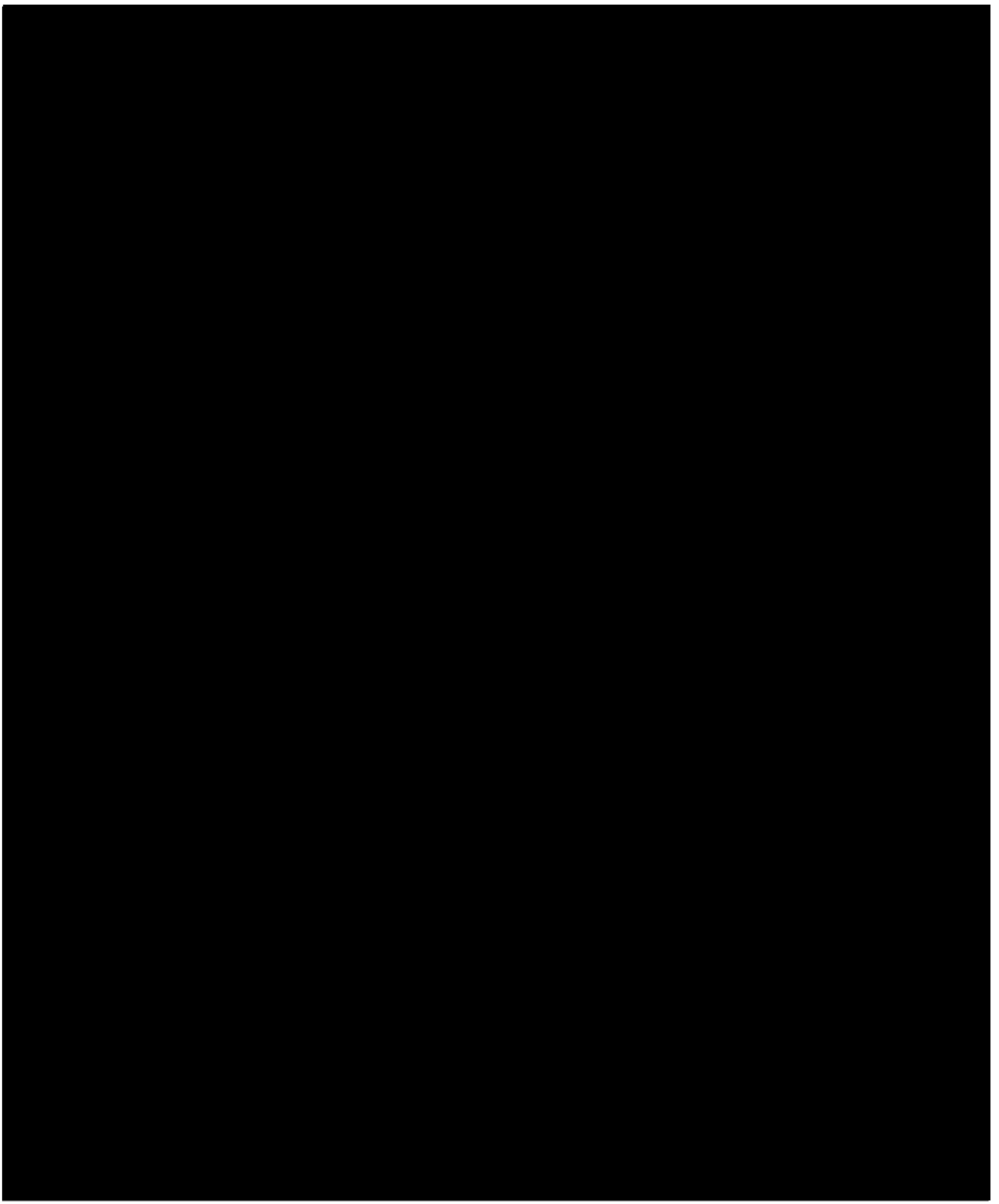
Attach resumes of all key personnel

Peter Mesha, PE, LEED AP

[redacted]

Title:
Project Manager

[redacted]



John Clinnin, PE

[redacted]

Title:
Construction Corridor Manager

[redacted]

[redacted]

Wight & Company

Exhibit F

Scope of Work

Design and Construction Project Management
I-294 / I-57
Tri-State Tollway M.P. 7.6 (I-57)

Contract No. I-11-4026

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This contract is for Phase II Design and Phase III Construction Project Management Services on the Tri-State Tollway and I-57 interchange in Cook County, Illinois. The Consultant shall assist the Tollway in design management services for design contracts associated with the I-294 / I-57 interchange. The Consultant shall also provide corridor construction management services (CCM) for all construction contracts and construction management service (CM) on selected construction contracts within these limits. The Tollway will determine the number of construction management contracts for this project at a future date. This consultant should consider that they will perform CCM throughout the duration of the construction and they will perform CM services for construction contracts throughout the duration of construction.

The Consultant will perform on-site inspection, review layout of contract including design changes, provide geotechnical inspection and testing, prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway specifications. The Consultant must complete and submit final measurements, calculations and final contract documents to the Tollway no later than six (6) weeks after completion of Punch List for the project. The Consultant must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the ICAPP Manual. All CADD file documents shall be required to contain all record drawing modifications.

Construction Contracts

Work within the entire project corridor has been established as a series of construction contracts under two primary construction phases. Construction Phase I has been developed to primarily accommodate construction of northbound to northbound movements between I-294 and I-57. There are currently nine (9) individual construction contracts anticipated as part of Phase I of the interchange construction program. Three of the construction contracts have been let by IDOT and are currently underway. The final number of contracts needed for the program is to be determined as final design is developed. The work identified in Construction Phase I of the program is included under this original professional services agreement.

There are five (5) construction contracts currently anticipated for a deferred Construction Phase II of the program which have yet to be scheduled. Construction Phase II is intended to generally accommodate completion of interchange construction of southbound to southbound movements between I-294 and I-57, and additional improvements along I-57. Future accommodation for Design and Construction Project Management Services for Construction Phase II contracts will be at the option of the Tollway as a supplement to this agreement.

The anticipated contracts and schedules are as follows:

Contract Designation	Contract Description	Construction Schedule
IDOT		
1	I-57 Bridge over I-294, I-57 Median (S limit of I-57 to I-294)	03/11 – 11/12
2	Kedzie Avenue Bridge over I-57	04/12 – 11/12
10	147th Street from Kedzie Ave. to Dixie Hwy	08/12 – 11/13
PHASE I		
3A	Dixie Creek Realignment	04/12 – 04/13
3	NB I-57 (south limit of I-57 to I-294), Ramp B NB CD Road B (to North limit I-294)	11/12 – 10/14
4	SB I-57 (south limit of I-57 to I-294), Ramp M, SB CD Road M (to N limit of I-294)	11/12 – 10/14
4A	Toll Plazas (to NB I-294 on CD Road B) and (to SB I-57 on CD Road M)	08/13 – 10/14
11A	Tri-State Tollway (I-294) Bridges over 147th Street	06/12 – 11/13
11B	Ramp X and Ramp N	03/13 – 10/13
PHASE II		
5	Ramp C and Ramp F2	TBD
6	I-57 Median (I-294 to N limit of I-57)	TBD
7	I-57 SB (I-294 to N limit of I-57), includes CD Road C, Ramp F1, Partial Ramp E	TBD
8	I-57 NB (I-294 to N limit of I-57), includes CD Road A, Ramp H, Partial Ramps J and K	TBD
9	Ramp D and Ramp L	TBD

II. DESIGN PROJECT MANAGEMENT (DM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

The design for the projects identified under Construction Phase I are currently underway through a consultant contract being administered by IDOT. The Design Manager (DM) will be responsible for coordination of the design work for the Tollway. The design of projects identified under Construction Phase II contracts has not yet been started. It is anticipated that all future design contracts will be directed by the Tollway and may also be coordinated by the Design Manager (DM).

The DM is responsible for coordinating the efforts of the Design Support Staff and reports directly to the Tollway Project Manager. The tasks to be performed by the DM team shall include but not be limited to the following:

1. Identify internal and external stakeholders involved with projects and develop input, review and approval processes to manage involvement.
2. Establish communication protocols to prioritize and maximize stakeholder involvement in projects.
3. Develop and coordinate optimal contract delivery method.
4. Provide general coordination and oversight of the Design Support Staff.
5. Coordinate, review, revise and approve Staff Summary Sheets prior to submission to the Tollway DPM. (ISO P 1080)
6. Provide assistance as required for constructability reviews.
7. Establish design submittal milestones and provide updates to Tollway departments.
8. Coordinate design submittal review; compile organize and compare reviewers' comments of all documents to provide consistent levels of detail between design contracts.
9. Coordinate submittal of design engineer's estimates with Tollway Cost Estimating Group and Programs Control Group.
10. Coordinate preliminary and pre-final cost estimates with Tollway PMO.
11. Perform bid analysis in conjunction with the design engineer and provide recommendation of award to the Chief Engineer.
12. Develop project-wide design memoranda as necessary.
13. Coordinate resolution and approval of design issues with Tollway stakeholders.
14. Coordinate transmittal of Tollway design information to design engineer.
15. Coordinate design issue resolution with the Tollway, IDOT and the design engineer.
16. Provide plan submittal review as required develop consistency in details and completeness of plans.
17. Develop and review special provisions as required to provide consistent pay items and specifications between construction contracts.
18. Coordinate Maintenance of Traffic staging between construction contracts to determine consistency and confirm contract milestones for stage changes. Coordinate between construction contracts to provide consistent, constructible stage changes while maintaining "awareness" of the impacts of staging on Tollway users and surrounding communities.

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19. Coordinate with design engineer to develop roadway and plaza construction staging plan as needed which balances constructability with impact on Tollway users.
20. Coordinate with Tollway Traffic Consultant (Wilbur Smith Associates) as required to estimate congestion lengths and duration for each stage of construction. Provide recommendations of staging revisions to the Tollway to minimize congestion in conjunction with relative impacts on construction schedules.
21. Monitor Tollway traffic and make recommendations with respect to MOT.
22. Develop exhibits for Tollway patrons and stakeholders regarding construction (Re. Maintenance of Traffic) sequencing.
23. Coordinate issue resolution, scheduling and facilitate construction coordination with CMs and Contractors.
24. Coordinate consistency between roadway design issues with respect to the following:
    a. Roadway geometrics (horizontal alignment, profile, superelevation, etc.)
    b. Roadway cross section including pavement type
    c. Maintenance of Traffic consistency between design sections.
25. Coordinate submittal review and approval of Barrier Warrant Analyses with Tollway's General Consultant (AECOM). Facilitate meetings as required to resolve issues.

The DM team is to provide assistance to the Tollway Project Manager with the following tasks:

2. Provide design phase and post design coordination and support.
3. Coordinate submittal review between all Tollway departments.
4. Resolve design reviewers comment issues.
5. Coordinate and chair design submittal review meetings.
6. Participate in Design Review Team's review of all work and coordinate necessary revisions with IDOT and the design engineer.
7. Address all design issues raised by the Tollway Departments.
8. Maintain and update the corridor decision log.
9. Provide general coordination and technical oversight for design aspects.
10. Project Administration - Perform necessary internal coordination to facilitate this project. Tasks include:
    a. Coordinate, attend and chair monthly design coordination meetings with design engineers. Document in accordance with Tollway procedures. Schedule and invite meeting attendees and Tollway stakeholders, as required.
    b. Provide clearinghouse for all questions raised by design engineer with coordinated response with Tollway Stakeholders, Project Manager and Design. Distribute response to IDOT and design engineer.
11. Calculates and submits estimate of liquidated damages to Tollway Program Controls Group for approval. (P1020)
12. Review C5 ATPs and Change Orders to identify corridor wide contract changes and convey information to the design engineer for incorporation into adjacent projects.

13. Define and determine incentive / disincentive requirements. Complete required calculation and submit to CDM/Tollway Program Controls Group for approval.
14. Coordinates the development of Staff Summary Sheets.
15. Facilitate review meeting, as required, with Tollway's General Consultant (AECOM) to resolve design issues.
16. Provide plan submittal review of respective roadway issues to develop consistency in plan preparation and completeness between design sections.
17. Return the design comments and responses to the Design Review Team to verify inclusion in the next submittal package.
18. Coordinate with the Tollway Specifications Group for specifications review, and distribute approved specifications and standards to all design engineers.
19. Coordinate consistency between design sections in relation to the use of pay items, specifications and special provisions.
20. Review and distribute special provisions form (F4000.01) completed by design engineer for any changes or additions to the Tollway Standard Specifications or Special Provisions.
21. Coordinate the development of a Corridor Master Pay Item List.
22. Coordinates with Tollway Specifications Group in the development of Specifications required for items on the Corridor Master Pay Item List.
23. Develop exhibits as required for presentation to internal Tollway departments, outside agencies or public meetings.

The DM team may be required to perform various design section engineering services at the direction of the Tollway Project Manager. These various engineering tasks may include but not be limited to the following:

1. Supplemental Survey as required for technical/design purposes
2. Supplemental Survey and documentation modification/preparation required for Land Acquisition purposes
3. Supplemental technical evaluation and design section engineering services as required.

The DM will provide individuals to be utilized on a part-time or as needed basis to complete specialized tasks within the corridor.

Reporting directly to the individual Design and Construction Corridor Managers, is the Utility and Right-Of-Way (ROW) Coordinator who is responsible for tracking the status of utility conflicts/relocations and obtaining right-of-way.

Position Responsibilities - Utility Coordination

- Compile database from design engineers of all utility conflicts.
- Coordinate potential utility conflicts with the Tollway Utility Engineer and assist in utility conflict resolution.
- Assist design engineer in informing the Tollway of potential conflicts that may impact the construction schedule.

- Coordinate and track the development of Utility Logs as well as submittal dates of Utility reviews.
- Ensure that appropriate DSE/CM prepares all required utility relocate documentation.
- Complete Tollway Permits and Approvals Checklist (P4010)

Position Responsibilities - Right-of-Way Coordination

- Compile database from design engineers of all required Right-of-Way (ROW) easement and parcels.
- Coordinate Land Acquisition requirements and submittals with Land Acquisition group.
- Be single point of contact to the Tollway Right-Of-Way department on all parcel issues on the program.
- Survey Plats checklist. (ISO P3110)
- Track status of ROW purchase and provides monthly updates to the DSEs/CMs.
- Inform the Tollway of ROW priorities to avoid delays to construction schedules

Reporting directly to the individual Design and Construction Corridor Managers, is the Environmental and Drainage Coordinator who is responsible for tracking the status of environmental and drainage requirements, permit status and field reviews of construction improvements to determine adequacy of work

Position Responsibilities - Environmental & Drainage Coordinator

- Compile database from design engineers of potential environmental and drainage conflicts.
- Work with internal Tollway staff to determine requirements and lead time requirements for obtaining construction permits.
- Maintain database of permits obtained, construction requirements and Tollway obligations to meet these requirements.
- Be single point of contact with internal Tollway staff of all issues related to any environmental and drainage.
- Perform periodic field reviews of construction sites to determine adequacy of work and recommend changes/improvements.
- Act as liaison between Tollway staff and CM/Contractor to correct environmental/drainage issues identified during construction.
- Complete Tollway Permits and Approvals Checklist (P4010)

III. CORRIDOR CONSTRUCTION MANAGEMENT (CCM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

The Corridor Construction Manager (CCM) is responsible for all aspects of the construction management, coordinating the efforts of the individual project Construction Managers (CM) and a construction support team. The CCM reports directly to the Tollway Project Manager. The CCM will be responsible for coordination of the Phase I construction work for the Tollway. The tasks to be performed by the CCM shall include but not be limited to the following:

1. Review overall corridor construction budget cost estimates.
2. Support Tollway's internal decision-making process for scope definition, budget change approval, schedule change approval and quality control.
3. Periodic observation of CM activities to verify their knowledge, skill and ability to achieve the desired results. Provide Tollway PM input after observations.
4. Schedule, organize and chair construction pre-bid meetings.
5. Provide input toward Contractors Quarterly Performance Evaluation and Final Performance Evaluation. (ISO P 3040), Submit to Tollway DPM od construction for review and consideration..
6. Review and approve Authorization to Proceed prior to submittal to C5 committee. Review and approve Change Orders and Extra Work Orders prior to submittal to the Tollway. (ISO P 3080)
7. Facilitate documentation, tracking and resolution of Contract Dispute Resolution procedure. (ISO P3120)
8. Address all construction issues raised by the Tollway Departments.
9. Assist the C5 committee in resolving any discrepancies between contractor's estimates and CM's independent cost estimate in order to reach an agreement.
10. Assist in the notification of local officials of major, disruptive construction work.
11. Assist Tollway departments in responding to inquiries from public officials and/or the press.
12. Promote informal partnering by establishing working relationships between the Contractor, CM, DSE, IDOT and the Tollway.
13. Review and make recommendations with respect to time extensions of project schedule related to change orders and extra work orders.
14. Review CM performance.
15. Track CM process for warranty and submittals

The corridor construction support team is comprised of construction and documentation engineers reporting directly to the CCM and are responsible for coordinating the efforts of the various CMs and ensuring that the day to day activities of the CMs and respective Contractors are in accordance with the Tollway Construction Manual and meet Tollway criteria. The tasks to be performed by the corridor construction support team shall include but not be limited to the following:

1. Provide bid phase and post design coordination and support.
2. Provide general coordination and oversight for the Construction Project Managers (CPM). Monitor CMs and assist in anticipated field problems.
3. Make recommendations to the Tollway with respect to field changes and other technical field problems.
4. Coordinate and monitor CPMs for consistency between construction sections.
5. Review contract documents and specifications with regard to constructability and consistency between design sections. Coordinate and confirm completion of constructability reviews by CMs.

6. Provide separate constructability review from the CM with the objective to ensure consistency between design sections, that the numbers of potential change orders are minimized and the probability of delays and disputes are reduced.
7. Coordinate required revisions identified within the constructability reviews with the Design Manager (DM).
8. Coordination with Tollway staff in the advertisement and award of the construction contracts.
9. Attend meetings with Tollway and outside agencies for issues with arise during construction.
10. Coordinate and monitor the CMs for consistency between sections by performing on-site internal QA audits of CM's documentation and material inspection for compliance with approved plans and procedures.
11. Coordinate overall construction issues, stages, etc. between adjacent projects.
12. Utilize the Tollway's web-base management software to inform Construction Management Team (CM, CPM & CCM) of resolution of corridor issues.
13. Coordinate, attend and chair monthly construction coordination meetings with project CMs. Document in accordance with Tollway procedures. Schedule and invite meeting attendees and Tollway stakeholders, as required.
14. Quarterly review (minimum) of implementation and construction activities for compliance with approved QNQC plan.
15. Issues NCR's when applicable and monitors the NCR process as it relates to their project. Reports investigation and action to prevent reoccurrence to CCM. (F5070)
16. Assist in coordination and attend all coordination meetings between affected municipalities, utilities and other agencies required for the project.
17. Assist CDM to resolve design issues that arise during construction and communicate resolution to Construction Project Managers.
18. Facilitate and expedite contract closeout to ensure that all work is completed in accordance with the contract documents. Schedule final closeout meeting.
19. Monitor Quality Assurance items such as:
    a. Monitor NCRs initiated by the Tollway; DSEs, CMs and Contractors for trends that required corrective action initiatives.
    b. Monitor customer complaints and other customer feedback to identify the need for corrective action initiatives or the opportunity for preventive actions.
    c. Initiate and monitor preventive action initiatives and report on their status to the Tollway Design Managers. (F5050)
20. Review warranty materials assembled by the CM and summarize key components for the Tollway.
21. Frequent/Daily Review of CM logs (RFI's, Shop Drawings, PCO's, etc.) for timeliness of response, action and reporting, review response/direction from CM for item closure.
22. Frequent/Daily Review tracking of approved extra work orders relative to

approved/submitted pay request versus approved PCO upper limit.

23. Coordinate the scheduling of preconstruction meeting and distribution of the Meeting Agenda (P1040). Confirm all Tollway Departments and outside agencies with a stake in the project are invited.
24. Assist the CM in coordinating the pre-construction meeting.
25. Responsible for follow-up activities associated with the preconstruction meeting.
26. Maintain knowledge of overall project status as well as impacts of construction on Tollway users and surrounding communities.
27. Monitor CM's activities to confirm tasks set forth in the Tollway Construction Manual are completed.
28. Coordinate responses to RFI's and project submittals.
29. Coordinate and facilitate construction submittal review with Tollway departments. Schedule review meetings with Tollway departments as required expediting approval of critical items.
30. Prioritize and expedite resolution of issues that arise during construction.
31. Elevate Lessons Learned issues that arise during construction to the CDM and CCM, whom subsequently inform other design or construction sections.
32. Confirm submittal, review and approve monthly Project Status Reports. Confirm that project binders are updated weekly with weekly reports and logs.
33. Review and monitor CM documentation and material inspection.
34. Monitor material inspection and QAQC programs.
35. Monitor the response time for and coordinate consistency of RFIs, submittals and correspondence.
36. Review and approve C5 Authorizations and Change/Extra Work Orders for completeness and accuracy prior to forwarding to the Tollway for processing.
37. Review progress schedules and adherence to the Approved Progress Schedules.
38. Review Value Engineering proposals for feasibility and benefit to the Tollway via written recommendation.
39. Attend weekly coordination and progress meetings with the CM, Contractor and Tollway staff.
40. Perform reviews (as required) of CM internal QA audits for compliance with approved plans.
41. Perform audit duties as requested to satisfy documentation review requirements.
42. Monitor CM and Contractor activities and issue NCRs as required.
43. Monitor CM and contractor activities for schedule critical path elements

The Corridor Construction Manager (CCM) is to assist the Tollway as communications liaison with all stakeholders. The tasks to be performed as communications liaison shall include but not be limited to the following:

1. Develop and distribute to all stakeholders a weekly design schedule, which includes milestone submittal, review meeting, advertisement and bid opening dates.

2. Develop and distribute to all stakeholders a monthly construction stage change schedule. Prior to all significant stage changes, schedule, invite attendees and coordinate a stage change review meeting to present the upcoming stage change and impacts on Tollway users, traffic congestion, toll plaza personnel, and local municipalities.
3. Attend periodic Tollway Communication Department meetings as requested to provide program project summary.
4. Coordinate all lane closures and traffic stage changes for all construction contracts with the Tollway Maintenance, Communications, Toll Services, Facilities Maintenance as well as adjacent Tollway, IDOT, and local agency projects. Work will include ensuring that lane closure information is consistent, accurate, reliable and timely.
5. Will act as single point of contract for IDOT and local municipality coordination. Coordinate development and tracking of status of permits. Develop and track intergovernmental agreements and provide status updates to the effected agencies. Track reviews by outside agencies (non-utility) for timeliness and incorporation in the plans.
6. Provide executive level communication protocols to assure information is delivered in a format that supports the Tollway's internal decision making processes.
7. Prepare Incident Management Plan appendices.

IV. CONSTRUCTION MANAGEMENT (CM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The CM shall furnish services in accordance with the articles contained in the Authority's CM Manual dated July, 2010, and all applicable Tollway Criteria, Manuals and Bulletins.

   Phase III construction management services will be provided for various construction contracts within the corridor, including but not limited to the following:

   - Contract 11A — I-294 Bridges over 147th Street
   - Contract 3 — NB I-57 (south limit of I-57 to I-294), Ramp B, NB CD Road B (to N limit of I-294)

   Construction management services on each individual project within the corridor includes on-site inspection, review layout of contract including design changes, provide geotechnical inspection and testing, prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway specifications. The CM is to complete and submit final measurements, calculations and final contract documents to the Tollway no later than six (6) weeks after completion of Punch List for the project. All final documents shall be submitted in hard copy and electronic format and follow the ICAPP Manual. All CADD file documents shall be required to contain all record drawing modifications

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V. CONTINGENCY

Use of the contingency may not be used without prior written approval by the Chief Engineer. The following is a list of tasks considered for use by the contingency:

Design Management Tasks

- Provide assistance/input to Tollway DPM as requested relative to potential Errors and Omissions (E&O) items.
- Give project presentations and provide assistance as required.
- Value Engineering presentation and coordination.
- Additional project specific Design Section Engineering services as required throughout the Tri-State and I-57 Corridor.

Construction Management Tasks

- Provide assistance to Tollway DCM on project briefings for operating staff / departments to fully address issues, concerns, and actions regarding construction activities.
- Provide support for preparation of executive briefing presentations as required.
- Additional project specific Construction Management services as required throughout the Tri-State and I-57 corridor.

Other Tasks

- Budget and cost change control project-level management.
- Schedule monitoring and change control management.
- Review and approval of DSE and CM progress reports and invoices.
- Meridian-Proliance support, monitoring and coordination with DSE, CM and Contractor

VI. REQUIRED SUBMITTALS TO THE AUTHORITY

1. Submittal requirements shall be in accordance with the CM Manual.

VII. ITEMS TO BE FURNISHED TO THE CONTSRUCTION MANAGER

1. It shall be the responsibility of the CM to select the applicable reduced record drawings from the Tollway's GIS Site.
2. Digital Ortho-Imagery, contours, horizontal and vertical survey control and centerline of the project limits.
3. Copies of ISTHA Standard Specifications, Standard Drawings, and ISTHA Design Criteria can be obtained from the Tollway's website.
4. Copy of all construction contract documents.

Attachment A

Web-based Project Management System

The Illinois Tollway has a Web-based Project Management System (System) that will be used by project participants on Tollway CRP projects. The System provides a number of benefits to the project participants, including:

1) Simplification of communications.
2) Automated tracking of time-sensitive items.
3) Automated reporting.
4) Common Document management and storage as electronic documents will reside in a central repository.
5) Audit Trail of information so project participants will be able to determine who did what and when.
6) Real-time access and exchange of information.
7) Easy, secure, 24/7 access to project information over the Internet via a computer and an Internet browser.

The successful Consultant must establish broadband Internet connectivity in order to effectively utilize the System (T1 is recommended) and must comply with all work instructions and procedures relating to its use. The consultant must furnish all hardware and software required to effectively utilize the System, including personal computers, peripheral software, virus protection software, System plug-ins, ActiveX installation, firewall configuration and high-speed document scanners. The consultant will be solely responsible for coordination between its subconsultants and suppliers, and the System. All document transmittals and written communications from the Consultant to the Illinois Tollway must be made electronically to the System. In certain cases where "wet signatures" and/or stamps are required by the Tollway, document transmittals must be made simultaneously via the System for the record and by traditional means for paper documents, unless the consultant is directed otherwise in writing by the Tollway. Once stamped/signed documents have been obtained, they must be scanned and uploaded to the System for record.

All consultant, subconsultant and supplier employees who will use the web-based system must complete the training provided by the Tollway prior to having access to the system. A valid e-mail address must be provided prior to training session. The consultant agrees to comply with all terms and conditions associated with use of the web-based project management system.

1.0 Consultant shall utilize ISTHA web-based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.

2.0 Within 14 calendar days of Notice to Proceed, Consultant shall designate a website manager (coordinator) who is to be the point of contact with ISTHA website implementation and support staff.

3.0 Consultant is required but not limited to submit the following using the System:

3.1. Submit schedule, submittals shall be processed using the System to provide a record of activity.

3.2. Progress Reports

3.3. Inspection Reports

3.4. Requests for information, project clarifications, general communication and project related issues.

3.5. Meeting agendas, no later than 3 days before meeting

3.6. Minutes of meetings, no later than 3 days after each progress meeting date, distribute copies of minutes via the System to each party present and to other parties who should have been present. Include a brief summary in narrative form of progress since the previous meeting and report.

4.0 Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:

4.1. Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf), black and white with maximum resolution of 200pdi using CCITT Group 4 (2d Fax) compression.

4.2. Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.

4.3. Electronic photographs shall be submitted in JPEG (.jpg)file format, sized at a minimum resolution of 1024x768 pixels.

4.4. Grayscale or color photo images that are scanned shall be saved in JPEG (.jpg) file format with medium to low quality compression at a minimum resolution of 200 dpi.

4.5. Product data that is available for download from the Manufacturer's website, that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

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System Requirements	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0
Processor Speed	2.0 GHzor greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5 Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners[6]	
Medium Format Scanner[1]	Canon DR-5020 Document Scanner or equal
Medium Format Scanner[1]	Canon DR-5080C Document Scanner or equal
Medium Format Scanner[1]	Fujitsu M 4097D IPC Document Scanner or equal
Medium Format Scanner[1]	Fujitsu M 4097D VRS Document Scanner or equal
Medium Format Scanner[1]	Epson GT-30000 Document Scanner or equal
Large Format Scanner[1]	Océ TDS610 36" Monochrome Scanner or equal
Large Format Scanner[1]	Océ TDS810 36" Monochrome Scanner or equal
Large Format Scanner[1]	Vidar Select P36 Color Scanner or equal
Large Format Scanner[1]	Vidar Select MP36 MonochromeScanner or equal
Required Additional Software	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader[2]
Portable Document Format(.PDF) file generator	Adobe Acrobat[3]
ZIP File compression utility	WinZip[4] or equal

[1] Large and medium format scanning may also be outsourced to a digital reproduction house in your locale.

[2] Adobe Acrobat Reader is free software available for download at http://www.adobe.com/

[3] Adobe Acrobat is not free software and must be purchased. At least one copy of the software must be purchased by the Consultant and must reside on a PC accessible to all users within the Consultant's office. The purchase and installation of multiple copies is recommended.

[4] A fully functional evaluation version of WinZip is available for download at http://www.winzip.com/, alternative free file compression utility is 7-zip available at http:"www.7-zip.org/

: **Note:** The scanner models specified meet the requirements of website usage and are provided for information purposes only. Scanner models may change or be discontinued by the manufacturer.

I-11-4026

Wight & Co.

EXHIBIT G

CURRENT OBLIGATIONS FOR PROJECT

CURRENT STATE PROJECTS

The following lists all current or pending contracts, proposals, leases or other on-going procurement relationships that Wight & Company has with any unit of the State of Illinois Government.

Agency	Project Name	W&C Project No.	State Contract No.
IDOT	District 2 - Various Design	06-6790-13	PTB 140-018
IDOT	District 2 - Bridge Rehabilitation	06-6790-14	PTB 145-016
IDOT	District 2 - Structure Replacements	06-6790-14A	PTB 145-016
IDOT	District 1 - I-55 @ IL-59 C-91-263-97	06-6790-15	PTB 147-002
IDOT	District 1 - D-1 Lake St. D-91-615-09	06-6790-17	PTB 152-011
IDOT	District 1 - Butterfield Road	06-6790-18	PTB 154-004
IDOT	District 1 - Willow Road	06-6790-20	PTB 157-012
IDOT	District 3 - I-57	06-6790-21	PTB 161-23

Revised: 2/24/2012

PENDING STATE PROJECTS

The following lists all current or pending contracts, proposals, leases or other on-going procurement

Agency	Project Name	W&C Project No.	State Contract No.
None			

Revised: 2/24/2012

Project No. 1-11-4026 **Consultant:** Wight and Company

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1			6		
Direct Labor	$ -		Direct Labor	$ -	
Direct Costs	$ -		Direct Costs	$ -	
Services by Others	$ -		Services by Others	$ -	
Additional Services **	$ -		Additional Services **	$ -	
Maximum Allowable Fee (ULC)		$ -	Maximum Allowable Fee (ULC)		$ -
2			7		
Direct Labor	$ -		Direct Labor	$ -	
Direct Costs	$ -		Direct Costs	$ -	
Services by Others	$ -		Services by Others	$ -	
Additional Services **	$ -		Additional Services **	$ -	
Maximum Allowable Fee (ULC)		$ -	Maximum Allowable Fee (ULC)		$ -
3			8		
Direct Labor	$ -		Direct Labor	$ -	
Direct Costs	$ -		Direct Costs	$ -	
Services by Others	$ -		Services by Others	$ -	
Additional Services **	$ -		Additional Services **	$ -	
Maximum Allowable Fee (ULC)		$ -	Maximum Allowable Fee (ULC)		$ -
4			9		
Direct Labor	$ -		Direct Labor	$ -	
Direct Costs	$ -		Direct Costs	$ -	
Services by Others	$ -		Services by Others	$ -	
Additional Services **	$ -		Additional Services **	$ -	
Maximum Allowable Fee (ULC)		$ -	Maximum Allowable Fee (ULC)		$ -
5			10		
Direct Labor	$ -		Direct Labor	$ -	
Direct Costs	$ -		Direct Costs	$ -	
Services by Others	$ -		Services by Others	$ -	
Additional Services **	$ -		Additional Services **	$ -	
Maximum Allowable Fee (ULC)		$ -	Maximum Allowable Fee (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: 0.00%

Date Revised 04/01/12

ct No. I-11-4026 Consultant: Wight and Company

EXHIBIT H - SERVICES BY OTHERS (continued)

khibits 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			6		
	Direct Labor	$ -		Direct Labor	$ -
	Direct Costs	$ -		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Maximum Allowable Fee (ULC)	$ -		Maximum Allowable Fee (ULC)	$ -
2			7		
	Direct Labor	$ -		Direct Labor	$ -
	Direct Costs	$ -		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Maximum Allowable Fee (ULC)	$ -		Maximum Allowable Fee (ULC)	$ -
3			8		
	Direct Labor	$ -		Direct Labor	$ -
	Direct Costs	$ -		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Maximum Allowable Fee (ULC)	$ -		Maximum Allowable Fee (ULC)	$ -
4			9		
	Direct Labor	$ -		Direct Labor	$ -
	Direct Costs	$ -		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Maximum Allowable Fee (ULC)	$ -		Maximum Allowable Fee (ULC)	$ -
5			10		
	Direct Labor	$ -		Direct Labor	$ -
	Direct Costs	$ -		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Maximum Allowable Fee (ULC)	$ -		Maximum Allowable Fee (ULC)	$ -

** Additional services funds require prior authorization before use

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

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

Date Revised 04/01/12