

04/26/12

6.3/6

RESOLUTION NO. 19682

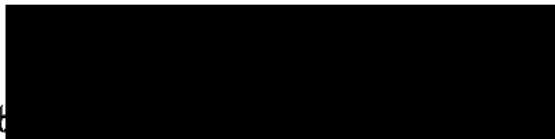
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority ("Tollway") to obtain Design Corridor Management Services for Reconstruction and Add Lane on the Jane Addams Memorial Tollway (I-90) from Milepost 78.6 (Kennedy Expressway) to Milepost 53.8 (Elgin Toll Plaza) and Design Section Engineering Services for Reconstruction and Add Lane on the Jane Addams Memorial Tollway (I-90 from Milepost 60.8 (Higgins Road) to Milepost 53.8 (Elgin Toll Plaza), Contract No. I-11-4018. BV3 LLC Joint Venture has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$26,899,338.80. 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 BV3 LLC Joint Venture to provide Design Services, Contract No. I-11-4018, with an upper limit of compensation not to exceed \$26,899,338.80, 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 by



Chair



July 12, 2012

Mr. Kevin J. Fitzpatrick, Executive Vice President
BV3, LLC
205 N. Michigan Avenue, Suite 2400
Chicago, IL 60601

Re: Contract I-11-4018
Design Corridor Management Services for Reconstruction and Add Lane
On the Jane Addams Memorial Tollway (I-90),
Mile Post 78.6 (Kennedy Expressway) to Mile Post 53.8 (Elgin Toll Plaza) and
Design Section Engineering Services for Reconstruction and Add Lane on the
Jane Addams Memorial Tollway (I-90), Mile Post 60.8 (Higgins Road) to
Mile Post 53.8 (Elgin Toll Plaza)

NOTICE TO PROCEED

Dear Mr. Fitzpatrick:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated April 12, 2012, for Design Section Engineering Services for Contract I-11-4018. You are hereby authorized to commence with the work as of July 12, 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 General Contractor 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.

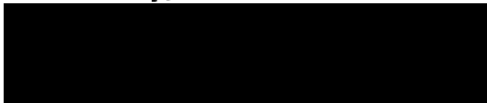


BV3, LLC I-11-4018
Notice To Proceed
Page 2

In accordance with Design Section Engineer's Manual, Section 7.3.2 – Submittal of Quality Program, we are requesting submittal of your Consultant Quality Plan, via Proliance, within 14 days of receiving this Notice to Proceed, for approval by the Chief Engineer.

Please contact John Wagner at 630-241-6800 extension 3934 for further information.

Sincerely,


Paul D. Kovacs, P.E.
Chief Engineer

PDK: cmh

cc: Greg Stukel Maria Limonciello Stella Banak
 John Wagner Gloria Zimmer V3 Companies of Illinois, Ltd.
 John Donato John Dainis
 Contract Services Pamela Wafford
 Program Controls Kellye Keyes

File: 02.4018.01.03 LT_Tollway_PDK_4018BV3LLC_NTP_07122012

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT I-11-4018 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

BV3 LLC, a JOINT VENTURE

By [Redacted] 7/12/12
Chair/Executive Director-Signature Date
Paula Wolff/Kristi Lafleur

[Redacted] 5/8/12
Executive Vice President-Signature Date
Alfred Benesch & Company

KEVIN J. FITZPATRICK
Printed Name as Signed Above

APPROVED:
[Redacted] 7/11/12
Kellye K. Jackson, SPO
Signature Date

[Redacted] 5/8/12
Executive Vice President-Signature Date
V3 Companies of Illinois, Ltd.

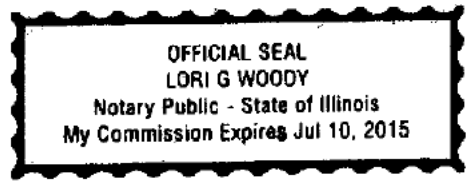
APPROVED:
[Redacted] 7/11/12
Chief of Finance - Signature Date
Michael Colsch

LOUIS J. GALLUCCI
Printed Name as Signed Above

ATTEST:
[Redacted] 5/9/12 (Seal)
Secretary - Signature Date

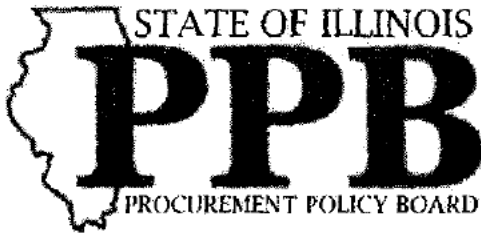
APPROVED:
[Redacted] 7/11/12
General Counsel - Signature Date
David Goldberg

LORI G. WOODY
Printed Name as Signed Above



Approved as to Form and Constitutionality

[Redacted] 7-7-2012
Attorney General, State of Illinois - Robert Lane - Signature Date



RECEIVED

JUN 21 2012

Chairman: David Vaught
Members: Ed Bedore, Ricardo Morales, Larry Ivory, Bill Black

June 19, 2012

Matt Brown
Chief Procurement Officer
Executive Ethics Commission
712 Stratton Office Building
Springfield, Illinois 62706

Re: 50-35 Potential Conflict of Interest - Prime Vendor BV3 LLC, Joint Venture (Alfred Benesch & V3 Companies)

Dear Mr. Brown,

In accordance with the requirements of Section 50-35 of the Illinois Procurement Code, I have reviewed your request received June 19, 2012 and understand the facts to be as follows:

- 1) The Illinois Toll Highway Authority has issued a request for a review and comment on potential conflicts of interest disclosed by Huff and Huff, Inc.
- 2) The contract pertains to the contract for I-90 Bridge Widening and Reconstruction at Mosquito Creek.
- 3) Huff and Huff, Inc was selected using Qualifications Based Selection, sub-contractor agreement.
- 4) The disclosure form submitted on behalf of Huff and Huff, Inc indicates the following:
 - a. Manuel P. Lao Vice President of Huff and Huff, disclosed his spouse Clarita R. Lao as working for the Illinois Toll Highway Authority. She does not earn in excess of 60% of the Governor's salary.
- 5) The Illinois Toll Highway Authority confirmed that none of the disclosed individuals were in a position to influence the award of this contract. The Illinois Toll Highway Authority and CPO Matt Brown indicate that it would be in the best interest of the State to approve this conflict of interest due to the using agency's needs and the value of the contract.

Based on the foregoing, you are requesting my review and comment pursuant to the Illinois Procurement Code.

Review and Comment

After careful review of the documentation provided, I do not view the relationships disclosed above as creating a conflict of interest sufficient to preclude the Illinois Toll Highway Authority from entering into a contract with Huff and Huff, Inc for the services outlined in your letter received June 19, 2012.

Sincerely,

Will Blount
Assistant Director



CHIEF PROCUREMENT OFFICE
Matt Brown, General Services

June 13, 2012

Procurement Policy Board
511 W. Capital Avenue
Suite 102
Springfield, IL 62704

RE: 50-35 Potential Conflict of Interest
Prime Vendor: BV3 LLC, Joint Venture (Alfred Benesch & V3 Companies)
Sub-Contractor: Huff & Huff, Inc.

Dear Procurement Policy Board:

Pursuant to Section 50-35(d) of the Illinois Procurement Code, this letter will serve as a request for review and comment on a potential conflict of interest disclosed by BV3 LLC, Joint Venture (Alfred Benesch & V3 Companies) (Prime Vendor) and Huff & Huff, Inc. (Sub-Contractor). The term of the contract is estimated to begin June 1, 2012 and end April 27, 2019. The amount of the contract is estimated to be \$26,899,338.80, sub-contractor portion is \$68,655.10.

BCP Tollway Partners, JV which has been awarded a contract has identified the following potential conflict of interest for their sub-contractor Huff & Huff, Inc.:

- Manuel P. Lao is not qualified for a disclosure as the reporting ownership share is not greater than 5%, has self-identified that his spouse Clarita R. Lao is employed by the Illinois State Toll Highway Authority.

The Illinois State Toll Highway Authority states that the above-referenced person was not in a position to influence the award of this contract and has expressed that it would be in the best interest of the State to approve this conflict of interest.

Sincerely,



Matt Brown
Chief Procurement Officer

STATE OF ILLINOIS
PROCUREMENT POLICY BOARD
CONFLICT OF INTEREST REVIEW
CHECKLIST

Please ensure that the following documents are included with your request:

- Cover letter with overview of the potential Conflict of Interest
- Conflict of Interest Review Request Form
- Copy of Proposed Contract*
- Any Prequalification Information Submitted by the Vendor
- Prior Procurement Policy Board/Office of the Governor Conflict of Interest Review Letter for this Vendor

*may be the proposed contract sent in with a RFP response, a copy of the solicitation response, etc.

Please scan original documents** with signatures and email to:

aaron.carter@illinois.gov
cc: deanna.rossetto@illinois.gov

If you are unable to scan and email the original signed documents, please send to:

Procurement Policy Board
511 W. Capitol Avenue, Suite 102
Springfield, IL 62704

**If you scan and email the original documents, please do not send the original documents to our office. Please keep the documents in your procurement file.

CONFLICT OF INTEREST REVIEW REQUEST FORM

The following information must be filled in as accurately and completely as possible. This form will be sent to the Procurement Policy Board providing essential information needed to review and determine if an actual conflict of interest exists, which is sufficient to preclude the State from entering into the attached proposed contract pursuant to section 50-35(d) of the Illinois Procurement Code.

CONTRACTING AGENCY INFORMATION

Using Agency: Illinois State Toll Highway Authority
Address: 2700 Ogden Ave City/State: Downers Grove, IL
Contact Person: Paul Kovacs Title: Chief Engineer
Phone: 630-241-6800 x3901 Fax: 630-241-6109
Email: pkovacs@getipass.com

SELECTED VENDOR INFORMATION

Name of Vendor: BV3 LLC, Joint Venture (Alfred Benesch & V3 Companies)
Address: 205 N. Michigan Ave, Ste 2400 City/State: Chicago, IL
Contact Person: Kevin Fitzpatrick Title: Project Executive
Phone: 312-565-0450 Fax: 312-565-2497
Email: kfitzpatrick@benesch.com
Procurement Bulletin Reference Number: 22023201 Date Posted to Bulletin: 11/18/2011

CONTRACT INFORMATION

Describe the need for this procurement or proposed contract: This review request is for subconsultant, Huff & Huff, Inc., to the prime vendor BV3 LLC, Joint Venture, who is to provide design engineering services (phase II) for the preparation of contract plans and specifications as well as project related permits for the proposed roadway reconstruction and add lane project on the Jane Addams Memorial Tollway between Mile Post 72.70 (Oakton Street) to Mile Post 68.20 (IL 53) in Cook County, Illinois.

At the Tollway's discretion, the Consultant may perform Design Corridor Management (DCM) services for the Phase II Engineering services for items 1, 2, 3, 4, 5 and 6 of this Professional Services Bulletin. As DCM, the Consultant may also be required to provide services during construction.

DCM tasks may include, but not be limited to the following:

1. Overall I-90 corridor environmental management and permit coordination. This may require coordination with resource and regulatory agencies; recommending corridor wide Best Management Practices (BMPs) and developing typical sections and standards for representative applications; and updating and validating the 2007 traffic noise analysis to reflect changes from the I-90 Master Plan

recommendations.

2. Conducting an I-90 corridor-wide design charette to develop pre concept plans for transit accommodations from the Kennedy Expressway to Rockford including on-line stations, direct access ramps, pedestrian access to transit and access to future park and ride facilities.
3. Provide Phase II Engineering services for items 1, 2, 3, 4, 5 and 6 of this Professional Services Bulletin for the development of typical sections and standards for Intelligent Transportation Systems and congestion pricing technology.

The work generally encompasses roadway widening and bridge reconstruction and shall include but not be limited to the following:

1. Reconstruction and widening of existing mainline and ramp pavements as defined by the Tollway.
2. Reconstruction and/or rehabilitation and widening of existing bridges.
3. New drainage structures and modification of existing drainage system.
4. Provide erosion control for all construction zones.
5. Provide design of appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Tollway's Environmental Studies manual and Erosion and Sediment Control, Landscape Design Criteria.
6. Provide pavement markings, delineators and signage for the contract limits.
7. Provide barrier warrant analysis for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria.
8. Update roadway lighting as required by the Tollway's Lighting Standards.
9. Provide maintenance of traffic plans including those for impacts to local facilities.
10. Perform detailed design and develop plans to rehabilitate cross road structures.
11. Protection and/or relocation of utilities.
12. Preparation of all environmental permit documents
13. All other appurtenant and miscellaneous items.

The following structures are included in this project:

- Bridges 531, 532: Oakton St. two mainline bridges
- Bridges 529, 530: Busse Rd. two mainline bridges

- Bridge 530C: Stream, one crossroad culvert
- Bridges 527, 528: Arlington Heights Rd. two mainline bridges
- Bridge 528A: Arlington Heights (Ramp), one mainline bridge
- Bridges 525, 526: Golf Rd. two mainline bridges
- Bridges 523, 524: Salt Creek, two mainline bridges
- Bridges 521: IL. 53, one crossroad bridge

Construction estimate: Over \$200 million.

\$ 26,899,338.80

Total Contract Amount (Estimate if actual is unknown):

(Sub Huff & Huff share: \$68,655.10)

Contract Begin Date: anticipated 6/1/2012

Contract End Date: 04/27/2019

Describe any Renewal Options (i.e. One 2-year Option): Two additional one year terms or one additional two year term, as agreed upon by the Parties.

PROCUREMENT PROCESS

What was the method of procurement used to select this vendor? BV3 LLC, Joint Venture, was selected through the qualifications based selection process as solicited through the Tollway's Profesional Services Bulletin (PSB) 11-4. BV3 LLC (JV), was selected as the firm most qualified to perform the scope of work outlined in the PSB. Huff & Huff's knowledge and expertise was considered during the selection process.

If this vendor was selected using a competitive process, how many vendors responded to the bid? 15

Were any vendors disqualified? 1

If yes, please explain why. Not IDOT prequalified

If a multiple award, how many vendors were awarded a contract? N/A

Were there any instances of low vendor rejections? N/A

If yes, please explain why.

EXPLANATION OF POTENTIAL CONFLICTS OF INTEREST

For each individual identified as causing a potential conflict of interest, include the following information: name, relationship (if applicable), Agency of State employment, start date, job title and responsibilities. Indicate if any of the named individuals earn more than \$106,447.20 and explain the potential conflict of interest.

Huff & Huff, Inc. self-disclosed that partner, Clarita Lao, is the spouse to Manny Lao, a Tollway employee. On April 9, 2012, The Tollway's General Counsel provided a detailed explanation concerning this issue and on April 19, 2012, the CPO determined that no 50-13 conflict applied with respect to Huff & Huff.

PROVIDE A WRITTEN STATEMENT SIGNED BY THE AGENCY REPRESENTATIVE FOR YOUR AGENCY STATING:

1. Is the conflict an actual conflict and whether or not any of the above named individual(s) were in a position to influence the State's award of this contract.

The Illinois Tollway believes there is no actual conflict. The above named firm was not in a position to influence the State's award of this contract.

2. Why is it in the best interest of the State to proceed with this contract.

See above described need for this contract

AGENCY/UNIVERSITY REPRESENTATIVE SIGNATURE



Agency/University Representative Signature

Paul D. Kovacs, P.E.

Agency/University Representative Printed Name

5/17/12
Date

630-241-6800, ext.3901

Agency/University Representative Telephone

pkovacs@getpass.com

Agency/University Representative Email Address

CPO SIGNATURE REQUIRED



CPO Signature

Matt Brown

CPO Printed Name

6/18/2012
Date

217-558-2231

CPO Telephone Number

MATT.BROWN@ILLINOIS.GOV

CPO Email Address

CONFLICT OF INTEREST REVIEW REQUEST FORM

The following information must be filled in as accurately and completely as possible. This form will be sent to the Procurement Policy Board providing essential information needed to review and determine if an actual conflict of interest exists, which is sufficient to preclude the State from entering into the attached proposed contract pursuant to section 50-35(d) of the Illinois Procurement Code.

CONTRACTING AGENCY INFORMATION

Using Agency: **Illinois State Toll Highway Authority**
 Address: **2700 Ogden Ave** City/State: **Downers Grove, IL**
 Contact Person: **Paul Kovacs** Title: **Chief Engineer**
 Phone: **630-241-6800 x3901** Fax: **630-241-6109**
 Email: **pkovacs@getipass.com**

4018

SELECTED VENDOR INFORMATION

Name of Vendor: **BV3 LLC, Joint Venture (Alfred Benesch & V3 Companies)**
 Address: **205 N. Michigan Ave, Ste 2400** City/State: **Chicago, IL**
 Contact Person: **Kevin Fitzpatrick** Title: **Project Executive**
 Phone: **312-565-0450** Fax: **312-565-2497**
 Email: **kfitzpatrick@benesch.com**

Procurement Bulletin Reference Number: **22023201** Date Posted to Bulletin: **11/18/2011**

CONTRACT INFORMATION

Describe the need for this procurement or proposed contract: **This review request is for subconsultant, Huff & Huff, Inc., to the prime vendor BV3 LLC, Joint Venture, who is to provide design engineering services (phase II) for the preparation of contract plans and specifications as well as project related permits for the proposed roadway reconstruction and add lane project on the Jane Addams Memorial Tollway between**

ROUTING SLIP

Proof Read By: *S. Boush*

Name	Title	Date In	Approved	Not Approved	Date Out
<i>S. Boush</i>			<i>B</i>		<i>5/15/12</i>
<i>P. Kovacs</i>					<i>5/17</i>
<i>S. Boush</i>	<i>Vacation</i>				<i>5/24</i>
<i>K. Reyes</i>	Return To	<i>5/24</i>			

RECEIVED
MAY 15 2012
CHIEF ENGINEER

... Huff to BV3 ...



205 North Michigan Avenue, Suite 2400
Chicago, IL 60601-5927
P 312-565-0450
P 312-565-2497

May 17, 2012

Robert Homeyer
Contract Services Group
Engineering Department
Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515

**Subject: Contract I-11-4018 DCM and DSE
PSB 11-4, Item #4: Jane Addams Memorial Tollway Reconstruction and Add Lane,
M.P. 61.30 (Higgins Road) to M.P. 52.10 (Randall Road)**

Alfred Benesch & Company, in a Joint Venture with V3 Companies of Illinois (BV3), is pleased to submit our final contract package for the above referenced project.

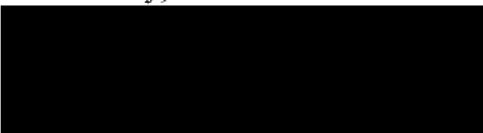
This submittal is organized as follows:


- Revised exhibits A-H in accordance with Tollway comments for JV, teaming partners and subconsultants
- Certificate of insurance
- Revised Benesch disclosure
- Benesch Board of Elections Form

We previously submitted the required disclosures for all teaming partners and they have been approved.

We truly appreciate this opportunity to serve the Tollway on this important project. Our team is looking forward to working on this assignment with you.

Sincerely,


Kevin J. Fitzpatrick, P.E.
Joint Venture Managing Partner


Lou Gallucci, P.E.
Joint Venture Partner

C: Mr. John Wagner, PE



Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0440262347
May 22, 2012 LTR 147C
[REDACTED]

BV3 LLC
KEVIN J FITZPATRICK MBR
205 N MICHIGAN AVE
CHICAGO IL 60601-5927 996

Taxpayer Identification Number: [REDACTED]

Form(s):

Dear Taxpayer:

This letter is in response to your telephone inquiry of May 22nd, 2012.

Your Employer Identification Number (EIN) is [REDACTED]. Please keep this number in your permanent records. You should enter your name and your EIN, exactly as shown above, on all business federal tax forms that require its use, and on any related correspondence documents.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 7:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

A Lecker
1000144379
Customer Service Representative

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) BV 3 LLC	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) P <input type="checkbox"/> Exempt payee	
<input type="checkbox"/> Other (see instructions)		
Address (number, street, and apt. or suite no.) 205 N. Michigan Avenue, Suite 2400		Requester's name and address (optional)
City, state, and ZIP code Chicago, IL 60601		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

--	--	--	--	--	--	--	--	--	--

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<p>Sign Here</p> <p>Signature of U.S. person</p>		<p>Date 2/28/12</p>
---	--	----------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

BV3, LLC

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:50 04/23/12

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/23/12 AT 12:51 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

1-11-4018



LLC FILE DETAIL REPORT

Entity Name	BV3 LLC	File Number	03858383
Status	ACTIVE	On	04/18/2012
Entity Type	LLC	Type of LLC	Domestic
File Date	04/18/2012	Jurisdiction	IL
Agent Name	KEVIN J FITZPATRICK	Agent Change Date	04/18/2012
Agent Street Address	205 N MICHIGAN AVE STE 2400	Principal Office	205 N MICHIGAN AVE STE 2400 CHICAGO, IL 60601
Agent City	CHICAGO	Management Type	MGR View
Agent Zip	60601	Duration	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

[Return to the Search Screen](#)

[Purchase Certificate of Good Standing](#)
(One Certificate per Transaction)

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:50 04/23/12

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/23/12 AT 12:51 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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JESSE WHITE
SECRETARY OF STATE



CORPORATION FILE DETAIL REPORT

Entity Name	D'ESCOTO, INC.	File Number	51217659
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	07/20/1977	State	ILLINOIS
Agent Name	ADAM S CALISOFF	Agent Change Date	05/20/2004
Agent Street Address	225 W WACKER STE 2800	President Name & Address	FEDERICO D'ESCOTO 1 E ERIE #520 CHICAGO 60611
Agent City	CHICAGO	Secretary Name & Address	RAFAEL HERRERA SAME
Agent Zip	60606	Duration Date	PERPETUAL
Annual Report Filing Date	06/24/2011	For Year	2011
Assumed Name	ACTIVE - D'ESCOTO BUILDERS ACTIVE - D'ESCOTO CONSTRUCTION ACTIVE - D'ESCOTO CONTRACTORS ACTIVE - D'ESCOTO GROUP		

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VENDOR NAME: *

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DISCLAIMER:

AS OF 04/23/12 AT 12:52 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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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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CORPORATION FILE DETAIL REPORT

Entity Name	GSG CONSULTANTS, INC.	File Number	56975241
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	09/09/1992	State	ILLINOIS
Agent Name	ARTURO SAENZ	Agent Change Date	04/04/2000
Agent Street Address	855 WEST ADAMS #200	President Name & Address	GUILLERMO GARCIA 855 W ADAMS STE 200 CHICAGO 60607
Agent City	CHICAGO	Secretary Name & Address	ARTURO SAENZ SAME
Agent Zip	60607	Duration Date	PERPETUAL
Annual Report Filing Date	08/08/2011	For Year	2011
Old Corp Name	12/21/1992 - G.S.G. ENVIRONMENTAL CONSULTANTS, INC. 04/04/2000 - G.S.G. ENVIRONMENTAL SERVICES INC. 10/10/2003 - GSG ENVIRONMENTAL, INC.		

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CORPORATION FILE DETAIL REPORT

Entity Name	HUFF & HUFF, INC.	File Number	51890221
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	10/29/1979	State	ILLINOIS
Agent Name	LINDA HUFF	Agent Change Date	08/29/1984
Agent Street Address	32 N EDGEWOOD	President Name & Address	LINDA L HUFF 32 N EDGEWOOD LA GRANGE 60525
Agent City	LA GRANGE	Secretary Name & Address	JAMES E HUFF 32 N EDGEWOOD LAGRANGE 60525
Agent Zip	60525	Duration Date	PERPETUAL
Annual Report Filing Date	09/28/2011	For Year	2011

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DISCLAIMER:

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1-11-4013

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CORPORATION FILE DETAIL REPORT

Entity Name	LIN ENGINEERING, LTD.	File Number	66269487
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	02/05/1991	State	ILLINOIS
Agent Name	PAUL BAU LIN	Agent Change Date	01/19/2012
Agent Street Address	576 OAKMONT LANE	President Name & Address	PAUL B LIN 33 MEANDER PIKE CHATHAM 62629
Agent City	WESTMONT	Secretary Name & Address	PAUL B LIN 33 MEANDER PIKE CHATHAM 62629
Agent Zip	60559	Duration Date	PERPETUAL
Annual Report Filing Date	01/19/2012	For Year	2012

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CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

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LLC FILE DETAIL REPORT

Entity Name	SE3, LLC	File Number	01310186
Status	ACTIVE	On	02/06/2012
Entity Type	LLC	Type of LLC	Foreign
File Date	10/06/2004	Jurisdiction	MO
Agent Name	JASON RICHARD MARTIN	Agent Change Date	06/15/2010
Agent Street Address	3333 WARRENVILLE RD #200	Principal Office	230 SW MAIN ST STE 213 LEES SUMMIT, MO 64063
Agent City	LISLE	Management Type	MGR View
Agent Zip	60532	Duration	PERPETUAL
Annual Report Filing Date	02/06/2012	For Year	2011
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

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CORPORATION FILE DETAIL REPORT

Entity Name	SINGH & ASSOCIATES INC.	File Number	54806876
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	09/21/1987	State	ILLINOIS
Agent Name	SADHU SINGH RIKHIRAJ	Agent Change Date	09/21/1987
Agent Street Address	2256 FARNSWORTH LANE	President Name & Address	SADHU SINGH RIKHIRAJ 2256 FARNSWORTH NORTHBROOK 60062
Agent City	NORTHBROOK	Secretary Name & Address	SADHU SINGH RIKHIRAJ 2256 FARNSWORTH NORTHBROOK 60062
Agent Zip	60062	Duration Date	PERPETUAL
Annual Report Filing Date	08/02/2011	For Year	2011

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ACTION: S

VENDOR NUMBER= [REDACTED]

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VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/23/12 AT 12:54 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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CORPORATION FILE DETAIL REPORT

Entity Name	TRANSMART TECHNOLOGIES, INC.	File Number	60044074
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	07/16/1998	State	WISCONSIN
Agent Name	MANFRED R ENBURG	Agent Change Date	09/09/2004
Agent Street Address	1409 E HARRISON ST	President Name & Address	JING (CONNIE) LI [REDACTED]
Agent City	WHEATON	Secretary Name & Address	JING (CONNIE) LI SAME
Agent Zip	60187	Duration Date	PERPETUAL
Annual Report Filing Date	07/28/2011	For Year	2011

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SUBCONSULTANT CONSULTANT'S

Contract No. I-11-4018

Prime: BV3 JV- Alfred Benesch/V3

Subcontractor/Consultant Financial Disclosure Form Compliance Document to Version 12/1/11		Submitted: 1-Page "Print Form" Continuing Disc. For Contractor/Subcontractor w/Multi-Year Contract	Submitted: 2-Pages Compliance Doc. To Version 12/1/11	Submitted: 8-Pages Subcontractor Standard Certification	ACCEPTED / APPROVED	COMMENTS / ACTION REQUIRED
List of Subconsultant(s)		Effective: 5/1/2012				
1.	D'Escoto, Inc.		✓		YES	None
2.	Dynasty Group, Inc.		✓		YES	None
3.	GSG Consultant, Inc.		✓		YES	None
4.	Huff & Huff, Inc.		✓		YES	None
5.	SE3, LLC		✓		YES	None
6.	Singh & Associates, Inc.		✓		YES	None
7.	Lin Engineering, Ltd.		✓		YES	None
8.	TranSmart Technologies, Inc.		✓		YES	None

FORM 1 (pgs. 1 thru 3)

STATE ETHICAL STANDARDS

STATE ETHICAL STANDARDS		Current Version: Revised 12/1/11	Contract number identified:	Prime Name Identified	Subconsultant Name Identified	Signed and Dated	ACCEPTED	COMMENTS / ACTION REQUIRED
List of Subconsultant(s)								
1.	D'Escoto, Inc.	✓	✓	✓	✓	✓	YES	None
2.	Dynasty Group, Inc.	✓	✓	✓	✓	✓	YES	None
3.	GSG Consultant, Inc.	✓	✓	✓	✓	✓	YES	None
4.	Huff & Huff, Inc.	✓	✓	✓	✓	✓	YES	None
5.	SE3, LLC	✓	✓	✓	✓	✓	YES	None
6.	Singh & Associates, Inc.	✓	✓	✓	✓	✓	YES	None
7.	Lin Engineering, Ltd.	✓	✓	✓	✓	✓	YES	None
8.	TranSmart Technologies, Inc.	✓	✓	✓	✓	✓	YES	None

Reviewed by: Pamela Wafford
Date: June 22, 2012

SUBCONSULTANT CONSULTANT'S

Contract No. I-11-4018Prime: BV3 JV- Alfred Benesch/V3

FORM 2 (pgs. 1 thru 8)

FINANCIAL SUBCONTRACTOR (CONSULTANT) DISCLOSURES

FINANCIAL SUBCONTRACTOR DISCL.		Current Version: Revised 12/1/11	Contract number identified:	Prime Name Identified	Subconsultant Name Identified	Signed and Dated	ACCEPTED	CONFLICT OF INTEREST
List of Subconsultant(s)								
1.	Alfred Benesch & Company (PRIME)	✓	✓	✓		✓	YES	
2.	V3 Companies of Illinois, Inc. (PRIME)	✓	✓	✓		✓	YES	
3.	D'Escoto, Inc.	✓	✓	✓	✓	✓	YES	None
4.	Dynasty Group, Inc.	✓	✓	✓	✓	✓	YES	None
5.	GSG Consultant, Inc.	✓	✓	✓	✓	✓	YES	None
6.	Huff & Huff, Inc.	✓	✓	✓	✓	✓	YES	Potential of Conflicts Identified: Pg. 4 of 8 – Clarita R. Lao, spouse of Manuel P. Lao, employee of ISTHA. Submitted to CMS 5/24/12 CONFLICT CLEARED 6/21/12
7.	SE3, LLC	✓	✓	✓	✓	✓	YES	None
8.	Singh & Associates, Inc.	✓	✓	✓	✓	✓	YES	None
9.	Lin Engineering, Ltd.	✓	✓	✓	✓	✓	YES	None
10.	TranSmart Technologies, Inc.	✓	✓	✓	✓	✓	YES	None

Reviewed by: Pamela WaffordDate: June 22, 2012

LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR BV3 LLC

THIS OPERATING AGREEMENT is made as of January 30th, 2012 between **ALFRED BENESCH & COMPANY**, ("BENESCH") and **V3 COMPANIES OF ILLINOIS, LTD.** ("V3"), (each individually, a "Member" and collectively, the "Members") for the following reasons:

- (1) The Members prepared and submitted a Statement of Interest (the "SOI") to the Illinois State Toll Highway Authority ("Illinois Tollway"), dated December 19, 2011 to provide certain professional engineering services, as BV3 LLC (herein after referred to as BV3), with respect to PSB # 11-4 / Item 4: Phase II Engineering Services and Design Corridor Management Services for design sections 1, 2, 3, 4, 5 and 6 for roadway reconstruction and add lane project on the Jane Addams Memorial Tollway (the "Project"). The engineering services are anticipated to be for Phase II design services, and at the Tollway's discretion, for Design Corridor Management services; and
- (2) The Illinois Tollway has accepted the SOI and now desires that BV3 perform or provide such services in accordance with the SOI; and
- (3) The Members enter into this Limited Liability Company ("LLC") for the limited purpose set forth herein; and
- (4) The Members intend by this Operating Agreement to specify the principals and manner that shall govern the operation of BV3, the manner in which profits and losses shall be shared and all other matters pertaining to the affairs of BV3.
- (5) This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, amongst the Members and relating to the subject matter of this Operating Agreement.

In consideration of the promises contained in this Operating Agreement, the Members agree as follows:

ARTICLE 1 - PURPOSE

1.1 The Members hereby associate themselves as BV3 for the sole and limited purpose of (a) negotiating and signing a Contract with the Illinois Tollway (the "Contract") based on the SOI, (b) performing such Contract and (c) defining the principals and manner that shall govern the operation of BV3 with the performance of the Contract.

1.2 BV3 shall operate under the name "BV3 LLC." The principal office shall be located in Chicago, Illinois, or such other location as the Managers may later elect.

1.3 This Agreement shall not limit any Member hereto from engaging in other business for its own account. Each Member agrees, however, to provide sufficient attention and personnel to its obligations hereunder so that such obligations shall be properly and promptly performed.

ARTICLE 2 - MEMBER RELATIONSHIPS

2.1 Nothing contained in this Agreement shall be construed as creating any representative, agency, employment relationship, or fiduciary relationship of any nature amongst the Members.

2.2 No Member hereto shall have the authority or right, nor shall any Member hereto hold itself out as having the authority or right, to borrow money or incur obligations of any kind whatsoever, express or implied, on behalf of or in the name of BV3 or any other Member hereto without the express prior written consent of BV3 or such other Members, respectively.

2.3 No Member hereto shall have the authority or right, nor shall any Member hereto hold itself out as having the authority or right, to accept service of any legal process addressed to or intended for any other Member hereto.

2.4 No Member hereto shall have the right to unilaterally withdraw from BV3 without cause unless mutually agreed upon amongst the Managers.

ARTICLE 3 - MANAGEMENT COMMITTEE

3.1 BV3 shall be a manager managed company, with the managers being composed of one Representative of each Member as follows:

Benesch: Kevin J. Fitzpatrick
V3: Louis J. Gallucci

The the following individuals are designated as Alternate Representatives to act on behalf of their respective Manager in the event the Manager for that Member is unable to participate in Management Committee meetings or other actions required by this Operating Agreement:

Benesch: Laura McGovern
V3: Tom Valaitis

3.2 The Administrative Member of BV3 will be Alfred Benesch & Company.

3.3 The Management Committee shall decide all matters affecting the relationship between the BV3 and the Illinois Tollway or third parties and shall attempt to resolve any disputes between or among the Members with respect to this Operating Agreement and the Contract.

3.4 The Chairman of the Management Committee shall be Kevin J. Fitzpatrick of Benesch (the "Chairman"). The Chairman shall act as spokesman for BV3 and have such duties as set forth in this Operating Agreement and as may be delegated by the Management Committee. The Management Committee may, for any reason, change the Chairman upon unanimous consent of the Members.

3.5 The Management Committee shall from time to time (not less than monthly for the first year of performance of the Contract and not less than quarterly thereafter) meet to discuss and agree upon the methods and manner of performance of the Contract and this Operating Agreement, the management powers and duties to be delegated to the Chairman and Project Managers, resolution of any claims by or against BV3, and all other matters requiring Management Committee consent or approval. The Chairman shall provide reports at each meeting of the Management Committee such that the Management Committee can monitor all subcontracts and maintain and monitor an ongoing "balance sheet" of subcontracts and/or services completed. The Chairman may call emergency meetings upon at least forty-eight (48) hours advance telephone notice. The Chairman shall call an emergency meeting of the Management Committee at the written request of any one of the Members. Regular or emergency meetings of the Management Committee may be held telephonically or in person. The Management Committee may act by unanimous written consent without meeting. All decisions of the Management Committee shall be by unanimous vote. The Chairman shall cause minutes to be taken of all meetings and promptly distribute such minutes to the Management Committee. Unless comments or corrections to the minutes are received by the Chairman within 10 days after distribution, they shall be deemed correct.

3.6 Award of subcontracts, and any changes or modifications thereto, shall require the written consent of the Management Committee except to the extent such power is delegated to others by the Management Committee.

3.7 The following may not be undertaken except by prior written consent of the Management Committee: (a) change orders under the Contract, (b) cash management, (c) procuring insurance required under the Contract, and (d) any other act which may reasonably result in any Member incurring increased risk of loss or damage.

ARTICLE 4 - STAFFING

4.1 The Members shall furnish from their respective organizations, all of the personnel, skill, experience and knowledge which is required for the efficient and expeditious management of BV3. Personnel of each Member assigned to the Project shall remain employees of their respective employers. Other personnel may be assigned to the Project at the request of the Management Committee as required for the performance of BV3's obligations under the Contract.

4.2 If an employee of any Member should become unacceptable to the Illinois Tollway, or to either of the other Members, the Management Committee shall convene to attempt to reconcile the situation. If reconciliation is not possible, the employing Member shall cause the employee's removal from association with the Project.

4.3 The Project Manager for Phase II design services shall be Ryan Thady of Benesch. In addition to other duties which may be delegated by the Management Committee, the respective Project Manager shall be (a) responsible for the daily direction, coordination, supervision and management of the services for their assignments as noted herein to be performed under the Contract and each subcontract, (b) BV3's primary contact with the Illinois Tollway and any others performing services related to the Project with respect to those services allocated to each of them under their assignment, and (c) responsible for reporting to the Management Committee matters related to the status of the Project and the services for their applicable assignment performed under the Contract.

4.4 The Design Corridor Manager for design sections 1, 2, 3, 4, 5 and 6 shall be Tom Valaitis of V3. The Design Corridor Manager shall be responsible for overall I-90 corridor management including items such as environmental management and permit coordination, schedule coordination, value engineering and budget controls, establishment of survey control, ITS coordination, utility coordination, development of typical sections and standards, and other responsibilities as defined in the contract scope with the ISTHA.

ARTICLE 5 - MEMBER INTERESTS

5.1 The respective interests of the Members in the profits or losses of BV3, the allocation of services under the Contract, the respective obligations of the Members for capital contributions, and the respective liabilities and obligations of the Members in connection with the performance of the Contract, shall be as follows:

<u>Illinois Tollway Contract % allocation of Services*</u>		<u>Interest % of BV3</u>	
V3:	39.5%	V3:	50%
Benesch:	40.5%	Benesch:	50%

* The remaining 20% of the services will be allocated to subconsultants (A minimum of 20% of total contract to DBE participation) and administratively contracted under the Administrative Member of BV3.

ARTICLE 6 - CONTRACT NEGOTIATIONS

6.1 The Contract between BV3 and the Illinois Tollway shall be signed by the Chairman.

6.2 The Managers shall jointly negotiate the Contract with the Illinois Tollway and each Member shall have a representative present at all pre-Contract meetings and discussions with the Illinois Tollway. No Manager shall be authorized to make commitments for the other Manager without the prior written approval of such other Manager.

6.3 Each Manager shall have the right to refuse to accept Contract terms and conditions different from those contained in the SOI and which said Manager, in good faith, determines will expose BV3 to unacceptable risks and liabilities.

6.4 No Member hereto shall pay, promise, offer or authorize payment of anything of value in any form to any person or organization, either directly or indirectly, through an agent, representative, subcontractor or other third party, to obtain or retain business under this Agreement.

ARTICLE 7 - CAPITAL CONTRIBUTIONS

7.1 The Members shall make an initial contribution to the capital of BV3 in the amount of \$2,000 (V3) and \$2,000 (BENESCH) in accordance with their respective BV3 interests, as set out in Article 5. These contributions will be deposited in a bank account pursuant to Article 15. These contributions shall be credited to the capital account for each Member and shall be considered an investment in BV3.

7.2 From time to time during the performance of the Contract, BV3 revenues, along with capital invested, may be insufficient to cover all cash flow requirements. If such deficiencies arise, the Members shall make up such deficiency by contributing additional capital to BV3 in proportion to their respective interests in BV3. If any Member fails to contribute its share, the remaining Members may contribute a sum equal to the total deficiency. The amount of such payment made by each Member shall be credited to each Member's respective CBV3 account. The account of a Member failing to contribute its share to a deficiency shall be debited the amount of such share paid on its behalf by the other Members and the interest of each such Member in the return of investment and profits of BV3 shall be decreased to the proportion that the aggregate capital contributions actually provided by it to BV3 bears to the total aggregate capital contributions provided by all Members. The interest of the Member that contributed more than its proportionate share of such funds shall be increased in the same proportion.

ARTICLE 8 - LIABILITY

8.1 Each Member will indemnify and hold the other Members and BV3 harmless against any loss or liability to the extent caused by that Member's negligence, willful misconduct, breach of this Operating Agreement, or breach of the Contract. Payment by such Member of such loss or liability shall not be considered a contribution to the capital of BV3. Such amount shall be paid directly to the Member or Members bearing such loss or liability.

ARTICLE 9 - CLAIMS BETWEEN THE MEMBERS

9.1 In the event of a dispute between or among the Members arising out of this Operating Agreement, the Contract, or the services subcontracted to a Member, it shall be resolved as provided in Article 17.

9.2 Notwithstanding anything to the contrary elsewhere in this Agreement, no Member shall be liable to the other Members for any indirect, incidental, special or consequential damages, including but not limited to, loss of revenue, cost of capital, or loss of business reputation or opportunity, whether such liability arises out of contract, tort, strict liability or otherwise.

ARTICLE 10 - INSURANCE

10.1 Each Member will comply with the insurance requirements set forth in the Contract, it being the intent that the Illinois Tollway's requirements be met by each Member's own current practice policies and that no insurance will be purchased or maintained by, or in the name of, BV3, except for General Liability Insurance with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate and including the Illinois State Toll Highway Authority as an additional insured.

10.2 The Member's practice policies shall not contain any exclusion relative to providing professional services as a BV3 member. Each Member shall include the other Members as an additional insured on its general liability and automobile liability policies, and shall have the general liability policies state that the coverage afforded to BV3 as an additional insured be primary and non-contributory to BV3's General Liability insurance.

10.3 Each Member shall furnish to the other certificates of insurance as evidence of the preceding, including a provision that such insurance shall not be canceled without at least thirty (30) days' advance written notice to the other Members.

10.4 Subconsultants contracted through the Managing Firm shall be required to provide and maintain insurance specified by the managing firm in consideration of the Subconsultant's scope of work and the Illinois Tollway's requirements, if any. Subconsultants shall include BV3 Members and BV3 collectively, as additional insureds on their general liability and automobile liability policies, and shall have their general liability policies state that the coverage afforded to BV3 as an additional insured be primary and non-contributory to BV3's General Liability insurance.

10.5 Railroad Protective Liability Insurance will be purchased as a Direct Cost to the Project, as may be set forth in the Contract, with the Illinois Tollway, all Members, and subconsultants named as additional insured.

ARTICLE 11 - SERVICES

11.1 Services required by the Contract will be subcontracted by BV3 to the Members hereto and, to a limited extent, to third parties for each Member's respective share of the services; provided, however, it is agreed that 20% of the services identified as being provided by third party subconsultants, shall be contracted to such third party subconsultants directly by the Administrative Member but not considered in Benesch's proportionate interest in BV3. Each Member shall be solely responsible to BV3 for the performance of its subcontracted services in accordance with the terms of its respective subcontract.

11.2 The general scope and nature of the services to be provided by each Member are to be mutually agreed upon and amended hereto in writing after execution of the Contract with the Illinois Tollway. Specific services to be provided by each Member shall be more fully described in each Member's subcontract. It is anticipated, however, and to the extent practicable, that the distribution of services is such that the revenue received for such services shall be in proportion to each Member's interest in the Illinois Tollway contract % allocation of services as set forth in Article 5. However, each Member expressly agrees that such revenues received may vary by 2.0% of its proportionate percent of the Illinois Tollway contract allocation of services without penalty or recourse upon the other Members. The Management Committee shall be responsible for directing such actions as necessary to maintain the overall balance to the extent reasonably possible. Any changes in the distribution of the services, or additional services not contemplated herein shall be subject to approval of the Management Committee.

11.3 If additional services are assigned and authorized by the Illinois Tollway pursuant to the Contract, the Project Manager or Design Corridor Manager of the affected Phase of the Project shall propose the Member or Members (and the respective share of allocation of work) to perform such services and the compensation therefor, and the Management Committee shall review, approve or modify the scope applicably by written amendment hereto and to that Member's subcontract.

11.4 Profit earned or loss sustained by a Member as a result of its entering into such subcontract, or its performance of the subcontract services thereunder, shall be for the sole account of that Member. If Contract obligations cannot be met by a Member hereto, the Management Committee shall assign the Contract task to another member of BV3.

ARTICLE 12 - COMPENSATION AND OPERATING COSTS

12.1 Compensation for the services shall be determined upon assignment and shall be set forth in an amendment hereto in writing executed by all Members hereto and in each Member's subcontract. Compensation for the services shall be paid based on the invoices submitted by each respective Member on standard invoicing forms applicable to the particular task or tasks performed by such Member. The compensation limits for each Member shall be based on the budgets established using the Illinois Tollway's approved contract Exhibits as furnished by each Member. The total compensation limits for the Project shall be the sum of the approved contract Exhibits for each Member. Each subcontract will specifically provide for labor rates, direct expenses and other compensation provisions that form the cost basis that each Member shall be entitled to bill and receive from BV3. Each Member shall periodically, as prescribed in its subcontract, invoice BV3 for its services and allowable costs. Allowable costs may include, without limitation, labor, overhead costs, and expenses incurred in the performance of the Contract. Compensation shall be payable to the Members by BV3 upon receipt of payments from the Illinois Tollway. BV3 shall pay each Member the sums due therefrom to the extent paid by the Illinois Tollway, less any amounts disputed or held as retainage by the Illinois Tollway. Retainage withheld by the Illinois Tollway shall be withheld from the Members in the same percentage ratio as withheld by the Illinois Tollway. Subject to the foregoing, invoices shall be paid within ten (10) days of receipt of payment from the Illinois Tollway, or as may otherwise be directed and agreed upon by the Management Committee. Any changes in the compensation or any payments not contemplated herein shall be subject to the approval of the Management Committee.

12.2 BV3 operating costs and expenses (see Attachment A hereto) shall be paid as directed by the Management Committee. If BV3 operating costs and expenses exceed the cash flow of BV3, the Members may, at the direction of the Chairman, be required to make contributions to the capital of BV3 in accordance with Article 7. Operating expenses shall include, without limitation, accounting and legal fees, bank charges, insurance, and taxes, and all other expenses and obligations incurred or suffered by BV3 in the performance of the Contract. As operating costs are incurred by BV3, a receivable is charged for the amount due from each Member. When receipts are distributed as described in Article 13, the operating costs will be deducted from the total distributed to each Member.

12.3 BV3 administrative costs (see Attachment A hereto), shall include, without limitations, drafting the post-award Operating Agreement, establishing BV3 as a legal entity, drafting and managing subconsultant agreements, monthly recordkeeping, invoicing the Illinois Tollway, distribution of payments, quarterly financial statement preparations, and all administrative activities incurred on the day to day operations of BV3. BV3 administrative tasks described in this section shall be performed by the Administrative Member. In return for such cost being incurred by the Administrative Member, the Administrative Member shall be allocated an additional 1% of the services under this contract.

ARTICLE 13 - DISTRIBUTIONS

13.1 Gross receipts of BV3 shall be applied to make payments directly to the Members and to third party subcontractors and creditors.

ARTICLE 14 - PROPERTY

14.1 It is anticipated that no property will be purchased in the name of, or owned by, BV3. Any property required for the performance of the Contract and made available by a Member for BV3's use shall remain the property of such contributing Member. These contributions shall not be treated as contributions to the capital of BV3 nor recorded as a credit to such Member's BV3 account. Such property shall be returned to the contributing Member's upon completion of the Contract, or sooner if no longer required by BV3.

14.2 All documents, including, but not limited to, reports, drawings, and specifications, furnished or prepared by a Member in the performance of the Contract are instruments of service in respect to the Project. To the extent permitted by the Contract, the contributing Member shall retain its ownership and property interest in such documents whether or not the Project is completed. BV3 and the other Members hereto may make and retain copies of such documents for information and reference in connection with performance of the Contract. The other Members shall not reuse or reproduce such documents for their own benefit or in connection with services outside the scope of this Agreement or the Contract without the express written consent of the contributing Member.

14.3 To the extent permitted by the Contract, inventions conceived in the course of performance of this Agreement shall remain the property of the originating Member. Except to the extent of a derivative work of existing intellectual property owned by a Member hereto, inventions conceived jointly by all or any Members hereto shall belong jointly to the applicable Members with their specific rights and obligations to be negotiated in good faith. Except as specifically provided in 14.4, nothing hereunder shall be deemed to grant a license of one Member's invention or intellectual property to the other.

14.4 To the extent necessary to render such Member's services under this Agreement or a Contract, each Member shall grant to or secure on behalf of the other Members a non-exclusive, worldwide, royalty-free license to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of or, reproduce, create derivative works from, distribute, perform, display, and otherwise use drawings, documents and other materials supplied by the other Members. The receiving Member or Members shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by the providing Member nor ensuring that such information or content does not violate or infringe any law or other third Member rights. The providing Member shall indemnify the receiving Member or Members for any infringement claims resulting from receiving Member's use of such drawings, documents and other materials as supplied.

ARTICLE 15 - BOOKS AND RECORDS

15.1 Each Member, and the Project Treasurer on behalf of BV3, will maintain its records related to BV3 and the Project in accordance with generally accepted accounting principles. If Illinois Tollway has record retention rules in addition to such generally accepted accounting principles, each Member and the Project Treasurer shall also comply with such Illinois Tollway specific rules.

15.2 The Project Treasurer shall be Jennifer Kueker of Benesch. The Project Treasurer shall provide quarterly reports to each Member concerning finances relating to the Contract and such other information as may be reasonably requested by the Members or any one of them from time to time. Reports may be provided more frequently as determined by the Management Committee. The Project Treasurer shall also be responsible for directing the preparation of quarterly financial statements and the filing of BV3's income tax returns; provided, however, the members of the Management Committee must approve the form and content of all tax returns prior to their being filed. The Management Committee may, for any reason, change or substitute the Project Treasurer.

15.3 All funds received by BV3 from any source, including, without limitation, all Contract revenues, shall be deposited in an account or accounts in the name of BV3 in a bank or banks approved by the Management Committee, and shall be subject to withdrawal by such person or persons as the Management Committee shall designate from time to time.

15.4 Separate books of account of the transactions of BV3 shall be kept on both a cash and accrual basis and maintained by the Project Treasurer at its corporate headquarters, at the job site, or as the Management Committee may direct. The books of account shall be available for inspection by any Member at any time during regular business hours.

15.5 As of December 31st of each year during the existence of the Contract, and at the completion of the Contract, financial statements shall be furnished for the filing of tax returns. If for any reason, the Management Committee desires an audit of the accounts of BV3; such audit shall be performed by a firm of independent certified public accountants selected by the Management Committee. The cost will be borne by the Members in proportion to their respective interests in BV3. Each such audit shall be performed in a manner which will permit the accountants to express an unqualified accountants' opinion with respect to the financial statements of BV3 if the existing facts warrant such an unqualified opinion.

ARTICLE 16 - TAXES

16.1 Each Member shall have full and sole responsibility for the payment of any taxes, duties, fees or assessments of any nature whatsoever levied in connection with its services and any subcontracts entered into by it on its behalf including, but not limited to, any personal income taxes levied or imposed on any of its employees or personnel or any of its subcontractor's employees or personnel.

ARTICLE 17 - DISPUTES

17.1 In the event of a dispute between or among the Members arising out of or related to this Operating Agreement or the Contract, the aggrieved Member shall notify the other Members of the dispute within fourteen (14) days after such dispute arises for resolution by the Management Committee. If the Management Committee cannot thereafter resolve the dispute, each Member shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

17.2 Should such negotiation or mediation fail to resolve the dispute, it shall be resolved by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitration shall take place in Illinois before an individual arbitrator selected by the American Arbitration Association ("AAA") and shall be conducted in English. The AAA Commercial Dispute Resolution Procedures shall apply to any such proceeding.

17.3 In order to initiate arbitration, the disputing Member shall give the other Members written notice of the dispute. Within twenty (20) calendar days after receiving such notice, the receiving Members shall submit to the other Members a written response. The notice and response shall include: (i) a statement of each Member's position and a summary of the evidence and arguments that support the Member's position; and (ii) the name and address of the attorney who will represent that Member in the arbitration proceeding. The disputing Member shall then provide copies of the notice and response to the AAA and request the appointment of an arbitrator and the initiation of an arbitration proceeding within the next thirty (30) days at a time and location that are mutually acceptable to the Members, or if the details cannot be agreed upon by consent, then at such time (within the same thirty (30) day period) and location (Illinois) as the arbitrator shall determine. This arbitration provision shall survive this Agreement.

17.4 The decision and award of the arbitrator (or arbitrators) shall be final, binding, and conclusive upon the Members, and not subject to appeal. The decision and award shall be in lieu of any other remedy. Judgment may be entered upon the award in any court, state or federal, having jurisdiction. The arbitrator shall have the authority, but shall not be required, to award the payment of reasonable fees and costs related to the arbitration process. If the arbitrator does not award the payment of fees and costs, each Member shall pay its own legal fees, and the Members shall share equally the costs of the arbitrator and the AAA. This Article shall be specifically enforceable under the prevailing law of any court having jurisdiction, and shall be deemed enforceable under the Federal Arbitration Act, 9 U.S.C.A., Sec. 1, et seq., notwithstanding any state law to the contrary.

17.5 In the event the Chairman determines that a dispute must be immediately resolved, the decision of the Chairman shall control pending resolution in accordance with this Article. During

the pendency of any dispute, the Members shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - TERM OF AGREEMENT

18.1 This Operating Agreement shall be effective as of the date first set forth above upon the execution by the Members, and shall terminate upon the occurrence of any of the events listed below:

- (a) The Contract with the Illinois Tollway has been fully performed in accordance with its terms and conditions, full and complete payment has been made thereon and all rights and liabilities with respect to the Illinois Tollway or third parties have terminated or expired and there are no liabilities to be adjusted between the Members; or
- (b) The Contract has been terminated by the Illinois Tollway or by mutual agreement and there are no liabilities remaining to be adjusted among the Members; or
- (c) The Managers agree in writing to terminate this Operating Agreement; or
- (d) The Managers are unable to agree upon a mutually acceptable Contract with the Illinois Tollway.

18.2 Termination of this Agreement shall not terminate rights and obligations of the Members which arose prior to such termination, but nothing in this Article or elsewhere in this Agreement shall confer, create, or expand any rights to the Illinois Tollway or to any other third parties.

ARTICLE 19 - TERMINATION: BANKRUPTCY, ETC.

19.1 The Members hereto may, at their discretion and upon fifteen (15) days' prior written notice, terminate the participation of a Member in the activities of BV3 contemplated by this Agreement as of the date of such notice if such Member (the "Affected Member") (a) is affected by bankruptcy, insolvency or reorganization proceedings, or other proceedings analogous in nature or effect instituted by or against it, (b) is dissolved or liquidated, whether voluntarily or involuntarily, (c) it makes an assignment for the benefit of creditors, or if (d) a receiver or trustee is appointed for all or a substantial part of its assets, or (e), and with respect to the foregoing, they are not cured within thirty (30) days.

19.2 Such termination shall, as of the date of such termination, terminate the rights of the Affected Member to any profits generated by BV3. Costs of completing the Affected Member's subcontract and other obligations under this Agreement shall be borne by the remaining Members. The Affected Member shall be fully responsible for, and shall remain liable to the remaining Members for all such costs.

ARTICLE 20 - TERMINATION: MATERIAL BREACH

20.1 In the event a Member ("Defaulting Member") is in material breach or default under this Agreement or the Contract and such material breach or default is not cured within thirty (30) days after written notice thereof from one of the other Members, or reasonable action to cure has not been diligently initiated and pursued in the event that a cure cannot be effected within sixty (60) days, the other Members, upon unanimous consent, shall have the right to terminate the participation of the Defaulting Member and take over and complete the Defaulting Member's subcontract and other responsibilities under this Agreement. In such event, the other Members shall have the right to receive any and all payments which would otherwise be due the Defaulting Member and apply the proceeds thereof (a) to cover any expenses incurred in taking over and completing (by subcontracting or otherwise) the Defaulting Member's subcontract and other responsibilities and (b) to establish a contingency fund to cover any outstanding obligations of the Defaulting Member.

20.2 In the event of a material breach or default as described above, the Defaulting Member shall indemnify and hold the other Members harmless from any and all liability, including but not limited to fines or penalties of whatever nature and excess costs and expenses associated with completing the Defaulting Member's subcontract and responsibilities incurred by the other Members as a result of such breach or default.

ARTICLE 21 - LIQUIDATION

21.1 When the Contract shall have been fully completed and the services thereunder fully accepted, the Company shall be liquidated. Upon liquidation of BV3, BV3 shall pay or provide reserves for (a) all costs incurred in connection with the performance of the Contract and by BV3, (b) all claims not fully covered by insurance, (c) all claims made or threatened against BV3, and (d) contingencies, if any, that the Members shall determine to be advisable. Established reserves shall be invested from time to time as directed by the Management Committee. Accrued interest shall be used and/or distributed as an asset of BV3 pursuant to the terms hereof. Any amount remaining, and the reserves, when no longer required as determined by the Management Committee, shall be distributed to the Members in accordance with their respective BV3 interests as provided in Article 5 within sixty (60) days.

21.2 To the extent a Member has a deficit in its BV3 account when BV3 is liquidated, such Member will be required to contribute additional capital to BV3 equal to such deficit.

ARTICLE 22 - NOTICES

22.1 Every notice required or contemplated by this Operating Agreement shall be delivered either by (a) personal delivery, (b) postage prepaid registered or certified mail, return receipt requested, (c) telephone facsimile (for which transmission acknowledgment has been received), or (d) nationally recognized air courier service, addressed to the Member for whom intended at the following address:

To V3: Louis J. Gallucci, P.E., Executive Vice President
7325 Janes Avenue
Woodridge, IL 60517
Ph. 630-724-9200
Email: lgallucci@v3co.com

To Benesch: Kevin J. Fitzpatrick, P.E., Executive Vice President
205 North Michigan Avenue, Suite 2400
Chicago, IL 60601
Ph. 312-565-0450
Email: kfitzpatrick@benesch.com

or at such other address as the intended recipient previously shall have designated by written notice to the other Members.

22.2 Unless otherwise provided in this Operating Agreement, notice by registered or certified mail shall be effective on the date it is officially recorded as delivered, or refused, by return receipt or equivalent, or next business day if sent by air courier; all notices and other communications delivered in person or sent by telephone facsimile shall be deemed to have been delivered to and received by the addressee on the date of personal delivery or on the next business date after sent, respectively.

22.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of each Member.

ARTICLE 23 - CONFIDENTIALITY

23.1 The Members agree that the terms of this Agreement shall, to the extent possible, remain privileged and confidential information. Each Member will use reasonable good faith efforts to ensure that those people to whom this Agreement is given agree to retain as confidential its terms and conditions. No Member shall use any information supplied to it by any other Member for any purpose other than as intended. Each Member shall have the right to designate, in writing, information which it delivers to any other Member as Confidential, which information may not be disclosed to any other person or entity without the express prior written consent of the Member delivering such information.

ARTICLE 24 - MEMBER REPRESENTATIONS

24.1 Each Member hereto represents to the other that it has the full power and authority to enter into this Agreement and to perform all the obligations set forth herein and under the Contract or any subcontract thereto with respect to said Member, that this Agreement has been duly authorized by all necessary corporate action, and that each Member is duly organized, validly existing and in good standing in its State of incorporation, and is or will be qualified to do business, and in good standing, in the State in which the Project is located.

24.2 Each Member warrants and represents that it has, or will obtain, and will keep in full force and effect, all necessary permits and licenses necessary for the Member's functions under this Agreement, the Contract, and any subcontract thereto. Neither the entering into nor the performance of any obligation hereunder by any of the Members shall constitute a violation of any applicable rule, regulation, law, statute, decree or ordinance in effect governing said Member, or any Articles of Incorporation or Bylaws of said Member, nor is it a violation of any agreement, contract or other instrument to which said Member is a Member.

24.3 Each Member further represents and warrants that there are no pending or threatened actions or proceedings before any court or administrative agency which may materially affect such Member's business assets or condition, or which would materially impair its ability to perform its obligations hereunder and under the Contract or any subcontract thereto.

ARTICLE 25 - GENERAL PROVISIONS

25.1 **BINDING EFFECT.** This Agreement shall inure to the benefit of and shall be binding upon the respective successors or assigns of the Members.

25.2 **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Illinois and may be executed in any number of counterparts, each of which shall be deemed an original and together shall constitute a single instrument.

25.3 **SEVERABILITY.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

25.4 **INTEGRATION.** This Agreement, including any exhibits and amendments thereto incorporated by this reference, represents the entire and integrated agreement between the Members. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

25.5 **AMENDMENTS** This Agreement may be amended only by a written instrument signed by all Managers.

25.6 **NON-ASSIGNMENT.** This Agreement shall not be assigned by any Member hereto to any third party(s) without the prior written consent of the other Members. Unless otherwise stated in

the written consent, no assignment will release or discharge the assignor from any obligation under this Agreement

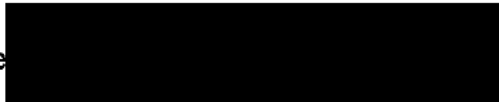
25.7 WAIVERS. A waiver by any Member of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving Member's rights with respect to any other or further breach.

IN WITNESS WHEREOF, the Members have executed this Agreement effective as of the date first mentioned above.

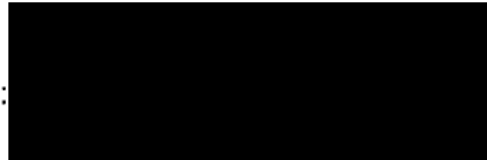
V3 COMPANIES OF ILLINOIS, LTD.

ALFRED BENESCH & COMPANY, INC.

Signature



Signature:



Name: Louis J. Gallucci, P.E.

Name: Kevin J. Fitzpatrick, P.E.

Title: Executive Vice President

Title: Executive Vice President

Date: 4-16-2012

Date: 4-16-2012

**ATTACHMENT A
TO THE
OPERATING AGREEMENT**
by and between
V3 and BENESCH (a/k/a BV3 LLC)

The following provides further explanation/distinction between BV3 LLC (BV3) Operating Costs and Administrative Costs as identified in sections 12.2 and 12.3, respectively.

BV3 Operating Costs and Expenses (Section 12.2)

Includes the following:

1. Accounting Fees – Any and all accounting expenses incurred by an external entity on behalf of the BV3. Includes external audit expenses.
2. Legal Fees – Any and all legal expenses incurred by any outside entity on behalf of BV3
3. Bank Charges – All fees and expenses incurred on all BV3 bank accounts.
4. Insurance - Includes all fees and expenses incurred by BV3 should any member not comply with Article 10 of the Post-Award Operating Agreement.
5. Taxes – Any and all taxes levied against the BV3.
6. Also includes all other expenses and obligations incurred or suffered by the BV3 in the performance of the Contract.

Administrative Costs (Section 12.3)

Includes the following:

1. Drafting of BV3 agreement – All expenses & labor incurred BV3 Members.
2. Establishment of BV3 – All expenses and labor incurred by the BV3 Members.
3. Drafting and Managing Subconsultant agreements – All expenses and labor incurred by the BV3 Members during the effort of writing, negotiating, reviewing, and subsequent adjustments.
4. Monthly Accounting – All accounting expenses and associated labor incurred internally by BV3 Members.
5. Invoicing – All expenses and labor incurred by BV3 Members to properly invoice the Illinois Tollway.
6. Distribution of Payments – All expenses and labor incurred by BV3 Members.
7. Filing of Taxes – All expenses and labor incurred by BV3 Members to properly file quarterly and/or yearly taxes for BV3.
8. Quarterly Financial Statements – All expenses and labor incurred by the BV3 Members to prepare and distribute BV3's Quarterly financial statements. This does not include any outside accounting or audit assistance.

LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR BV3 LLC

THIS OPERATING AGREEMENT is made as of January 30th, 2012 between **ALFRED BENESCH & COMPANY**, ("BENESCH") and **V3 COMPANIES OF ILLINOIS, LTD.** ("V3"), (each individually, a "Member" and collectively, the "Members") for the following reasons:

- (1) The Members prepared and submitted a Statement of Interest (the "SOI") to the Illinois State Toll Highway Authority ("Illinois Tollway"), dated December 19, 2011 to provide certain professional engineering services, as BV3 LLC (herein after referred to as BV3), with respect to PSB # 11-4 / Item 4: Phase II Engineering Services and Design Corridor Management Services for design sections 1, 2, 3, 4, 5 and 6 for roadway reconstruction and add lane project on the Jane Addams Memorial Tollway (the "Project"). The engineering services are anticipated to be for Phase II design services, and at the Tollway's discretion, for Design Corridor Management services; and
- (2) The Illinois Tollway has accepted the SOI and now desires that BV3 perform or provide such services in accordance with the SOI; and
- (3) The Members enter into this Limited Liability Company ("LLC") for the limited purpose set forth herein; and
- (4) The Members intend by this Operating Agreement to specify the principals and manner that shall govern the operation of BV3, the manner in which profits and losses shall be shared and all other matters pertaining to the affairs of BV3.
- (5) This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, amongst the Members and relating to the subject matter of this Operating Agreement.

In consideration of the promises contained in this Operating Agreement, the Members agree as follows:

ARTICLE 1 - PURPOSE

1.1 The Members hereby associate themselves as BV3 for the sole and limited purpose of (a) negotiating and signing a Contract with the Illinois Tollway (the "Contract") based on the SOI, (b) performing such Contract and (c) defining the principals and manner that shall govern the operation of BV3 with the performance of the Contract.

1.2 BV3 shall operate under the name "BV3 LLC." The principal office shall be located in Chicago, Illinois, or such other location as the Managers may later elect.

1.3 This Agreement shall not limit any Member hereto from engaging in other business for its own account. Each Member agrees, however, to provide sufficient attention and personnel to its obligations hereunder so that such obligations shall be properly and promptly performed.

ARTICLE 2 - MEMBER RELATIONSHIPS

2.1 Nothing contained in this Agreement shall be construed as creating any representative, agency, employment relationship, or fiduciary relationship of any nature amongst the Members.

2.2 No Member hereto shall have the authority or right, nor shall any Member hereto hold itself out as having the authority or right, to borrow money or incur obligations of any kind whatsoever, express or implied, on behalf of or in the name of BV3 or any other Member hereto without the express prior written consent of BV3 or such other Members, respectively.

2.3 No Member hereto shall have the authority or right, nor shall any Member hereto hold itself out as having the authority or right, to accept service of any legal process addressed to or intended for any other Member hereto.

2.4 No Member hereto shall have the right to unilaterally withdraw from BV3 without cause unless mutually agreed upon amongst the Managers.

ARTICLE 3 - MANAGEMENT COMMITTEE

3.1 BV3 shall be a manager managed company, with the managers being composed of one Representative of each Member as follows:

Benesch: Kevin J. Fitzpatrick

V3: Louis J. Gallucci

The the following individuals are designated as Alternate Representatives to act on behalf of their respective Manager in the event the Manager for that Member is unable to participate in Management Committee meetings or other actions required by this Operating Agreement:

Benesch: Laura McGovern

V3: Tom Valaitis

3.2 The Administrative Member of BV3 will be Alfred Benesch & Company.

3.3 The Management Committee shall decide all matters affecting the relationship between the BV3 and the Illinois Tollway or third parties and shall attempt to resolve any disputes between or among the Members with respect to this Operating Agreement and the Contract.

3.4 The Chairman of the Management Committee shall be Kevin J. Fitzpatrick of Benesch (the "Chairman"). The Chairman shall act as spokesman for BV3 and have such duties as set forth in this Operating Agreement and as may be delegated by the Management Committee. The Management Committee may, for any reason, change the Chairman upon unanimous consent of the Members.

3.5 The Management Committee shall from time to time (not less than monthly for the first year of performance of the Contract and not less than quarterly thereafter) meet to discuss and agree upon the methods and manner of performance of the Contract and this Operating Agreement, the management powers and duties to be delegated to the Chairman and Project Managers, resolution of any claims by or against BV3, and all other matters requiring Management Committee consent or approval. The Chairman shall provide reports at each meeting of the Management Committee such that the Management Committee can monitor all subcontracts and maintain and monitor an ongoing "balance sheet" of subcontracts and/or services completed. The Chairman may call emergency meetings upon at least forty-eight (48) hours advance telephone notice. The Chairman shall call an emergency meeting of the Management Committee at the written request of any one of the Members. Regular or emergency meetings of the Management Committee may be held telephonically or in person. The Management Committee may act by unanimous written consent without meeting. All decisions of the Management Committee shall be by unanimous vote. The Chairman shall cause minutes to be taken of all meetings and promptly distribute such minutes to the Management Committee. Unless comments or corrections to the minutes are received by the Chairman within 10 days after distribution, they shall be deemed correct.

3.6 Award of subcontracts, and any changes or modifications thereto, shall require the written consent of the Management Committee except to the extent such power is delegated to others by the Management Committee.

3.7 The following may not be undertaken except by prior written consent of the Management Committee: (a) change orders under the Contract, (b) cash management, (c) procuring insurance required under the Contract, and (d) any other act which may reasonably result in any Member incurring increased risk of loss or damage.

ARTICLE 4 - STAFFING

4.1 The Members shall furnish from their respective organizations, all of the personnel, skill, experience and knowledge which is required for the efficient and expeditious management of BV3. Personnel of each Member assigned to the Project shall remain employees of their respective employers. Other personnel may be assigned to the Project at the request of the Management Committee as required for the performance of BV3's obligations under the Contract.

4.2 If an employee of any Member should become unacceptable to the Illinois Tollway, or to either of the other Members, the Management Committee shall convene to attempt to reconcile the situation. If reconciliation is not possible, the employing Member shall cause the employee's removal from association with the Project.

4.3 The Project Manager for Phase II design services shall be Ryan Thady of Benesch. In addition to other duties which may be delegated by the Management Committee, the respective Project Manager shall be (a) responsible for the daily direction, coordination, supervision and management of the services for their assignments as noted herein to be performed under the Contract and each subcontract, (b) BV3's primary contact with the Illinois Tollway and any others performing services related to the Project with respect to those services allocated to each of them under their assignment, and (c) responsible for reporting to the Management Committee matters related to the status of the Project and the services for their applicable assignment performed under the Contract.

4.4 The Design Corridor Manager for design sections 1, 2, 3, 4, 5 and 6 shall be Tom Valaitis of V3. The Design Corridor Manager shall be responsible for overall I-90 corridor management including items such as environmental management and permit coordination, schedule coordination, value engineering and budget controls, establishment of survey control, ITS coordination, utility coordination, development of typical sections and standards, and other responsibilities as defined in the contract scope with the ISTHA.

ARTICLE 5 - MEMBER INTERESTS

5.1 The respective interests of the Members in the profits or losses of BV3, the allocation of services under the Contract, the respective obligations of the Members for capital contributions, and the respective liabilities and obligations of the Members in connection with the performance of the Contract, shall be as follows:

<u>Illinois Tollway Contract % allocation of Services*</u>		<u>Interest % of BV3</u>
V3:	39.5%	V3: 50%
Benesch:	40.5%	Benesch: 50%

* The remaining 20% of the services will be allocated to subconsultants (A minimum of 20% of total contract to DBE participation) and administratively contracted under the Administrative Member of BV3.

ARTICLE 6 - CONTRACT NEGOTIATIONS

6.1 The Contract between BV3 and the Illinois Tollway shall be signed by the Chairman.

6.2 The Managers shall jointly negotiate the Contract with the Illinois Tollway and each Member shall have a representative present at all pre-Contract meetings and discussions with the Illinois Tollway. No Manager shall be authorized to make commitments for the other Manager without the prior written approval of such other Manager.

6.3 Each Manager shall have the right to refuse to accept Contract terms and conditions different from those contained in the SOI and which said Manager, in good faith, determines will expose BV3 to unacceptable risks and liabilities.

6.4 No Member hereto shall pay, promise, offer or authorize payment of anything of value in any form to any person or organization, either directly or indirectly, through an agent, representative, subcontractor or other third party, to obtain or retain business under this Agreement.

ARTICLE 7 - CAPITAL CONTRIBUTIONS

7.1 The Members shall make an initial contribution to the capital of BV3 in the amount of \$2,000 (V3) and \$2,000 (BENESCH) in accordance with their respective BV3 interests, as set out in Article 5. These contributions will be deposited in a bank account pursuant to Article 15. These contributions shall be credited to the capital account for each Member and shall be considered an investment in BV3.

7.2 From time to time during the performance of the Contract, BV3 revenues, along with capital invested, may be insufficient to cover all cash flow requirements. If such deficiencies arise, the Members shall make up such deficiency by contributing additional capital to BV3 in proportion to their respective interests in BV3. If any Member fails to contribute its share, the remaining Members may contribute a sum equal to the total deficiency. The amount of such payment made by each Member shall be credited to each Member's respective CBV3 account. The account of a Member failing to contribute its share to a deficiency shall be debited the amount of such share paid on its behalf by the other Members and the interest of each such Member in the return of investment and profits of BV3 shall be decreased to the proportion that the aggregate capital contributions actually provided by it to BV3 bears to the total aggregate capital contributions provided by all Members. The interest of the Member that contributed more than its proportionate share of such funds shall be increased in the same proportion.

ARTICLE 8 - LIABILITY

8.1 Each Member will indemnify and hold the other Members and BV3 harmless against any loss or liability to the extent caused by that Member's negligence, willful misconduct, breach of this Operating Agreement, or breach of the Contract. Payment by such Member of such loss or liability shall not be considered a contribution to the capital of BV3. Such amount shall be paid directly to the Member or Members bearing such loss or liability.

ARTICLE 9 - CLAIMS BETWEEN THE MEMBERS

9.1 In the event of a dispute between or among the Members arising out of this Operating Agreement, the Contract, or the services subcontracted to a Member, it shall be resolved as provided in Article 17.

9.2 Notwithstanding anything to the contrary elsewhere in this Agreement, no Member shall be liable to the other Members for any indirect, incidental, special or consequential damages, including but not limited to, loss of revenue, cost of capital, or loss of business reputation or opportunity, whether such liability arises out of contract, tort, strict liability or otherwise.

ARTICLE 10 - INSURANCE

10.1 Each Member will comply with the insurance requirements set forth in the Contract, it being the intent that the Illinois Tollway's requirements be met by each Member's own current practice policies and that no insurance will be purchased or maintained by, or in the name of, BV3, except for General Liability Insurance with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate and including the Illinois State Toll Highway Authority as an additional insured.

10.2 The Member's practice policies shall not contain any exclusion relative to providing professional services as a BV3 member. Each Member shall include the other Members as an additional insured on its general liability and automobile liability policies, and shall have the general liability policies state that the coverage afforded to BV3 as an additional insured be primary and non-contributory to BV3's General Liability insurance.

10.3 Each Member shall furnish to the other certificates of insurance as evidence of the preceding, including a provision that such insurance shall not be canceled without at least thirty (30) days' advance written notice to the other Members.

10.4 Subconsultants contracted through the Managing Firm shall be required to provide and maintain insurance specified by the managing firm in consideration of the Subconsultant's scope of work and the Illinois Tollway's requirements, if any. Subconsultants shall include BV3 Members and BV3 collectively, as additional insureds on their general liability and automobile liability policies, and shall have their general liability policies state that the coverage afforded to BV3 as an additional insured be primary and non-contributory to BV3's General Liability insurance.

10.5 Railroad Protective Liability Insurance will be purchased as a Direct Cost to the Project, as may be set forth in the Contract, with the Illinois Tollway, all Members, and subconsultants named as additional insured.

ARTICLE 11 - SERVICES

11.1 Services required by the Contract will be subcontracted by BV3 to the Members hereto and, to a limited extent, to third parties for each Member's respective share of the services; provided, however, it is agreed that 20% of the services identified as being provided by third party subconsultants, shall be contracted to such third party subconsultants directly by the Administrative Member but not considered in Benesch's proportionate interest in BV3. Each Member shall be solely responsible to BV3 for the performance of its subcontracted services in accordance with the terms of its respective subcontract.

11.2 The general scope and nature of the services to be provided by each Member are to be mutually agreed upon and amended hereto in writing after execution of the Contract with the Illinois Tollway. Specific services to be provided by each Member shall be more fully described in each Member's subcontract. It is anticipated, however, and to the extent practicable, that the distribution of services is such that the revenue received for such services shall be in proportion to each Member's interest in the Illinois Tollway contract % allocation of services as set forth in Article 5. However, each Member expressly agrees that such revenues received may vary by 2.0% of its proportionate percent of the Illinois Tollway contract allocation of services without penalty or recourse upon the other Members. The Management Committee shall be responsible for directing such actions as necessary to maintain the overall balance to the extent reasonably possible. Any changes in the distribution of the services, or additional services not contemplated herein shall be subject to approval of the Management Committee.

11.3 If additional services are assigned and authorized by the Illinois Tollway pursuant to the Contract, the Project Manager or Design Corridor Manager of the affected Phase of the Project shall propose the Member or Members (and the respective share of allocation of work) to perform such services and the compensation therefor, and the Management Committee shall review, approve or modify the scope applicably by written amendment hereto and to that Member's subcontract.

11.4 Profit earned or loss sustained by a Member as a result of its entering into such subcontract, or its performance of the subcontract services thereunder, shall be for the sole account of that Member. If Contract obligations cannot be met by a Member hereto, the Management Committee shall assign the Contract task to another member of BV3.

ARTICLE 12 - COMPENSATION AND OPERATING COSTS

12.1 Compensation for the services shall be determined upon assignment and shall be set forth in an amendment hereto in writing executed by all Members hereto and in each Member's subcontract. Compensation for the services shall be paid based on the invoices submitted by each respective Member on standard invoicing forms applicable to the particular task or tasks performed by such Member. The compensation limits for each Member shall be based on the budgets established using the Illinois Tollway's approved contract Exhibits as furnished by each Member. The total compensation limits for the Project shall be the sum of the approved contract Exhibits for each Member. Each subcontract will specifically provide for labor rates, direct expenses and other compensation provisions that form the cost basis that each Member shall be entitled to bill and receive from BV3. Each Member shall periodically, as prescribed in its subcontract, invoice BV3 for its services and allowable costs. Allowable costs may include, without limitation, labor, overhead costs, and expenses incurred in the performance of the Contract. Compensation shall be payable to the Members by BV3 upon receipt of payments from the Illinois Tollway. BV3 shall pay each Member the sums due therefrom to the extent paid by the Illinois Tollway, less any amounts disputed or held as retainage by the Illinois Tollway. Retainage withheld by the Illinois Tollway shall be withheld from the Members in the same percentage ratio as withheld by the Illinois Tollway. Subject to the foregoing, invoices shall be paid within ten (10) days of receipt of payment from the Illinois Tollway, or as may otherwise be directed and agreed upon by the Management Committee. Any changes in the compensation or any payments not contemplated herein shall be subject to the approval of the Management Committee.

12.2 BV3 operating costs and expenses (see Attachment A hereto) shall be paid as directed by the Management Committee. If BV3 operating costs and expenses exceed the cash flow of BV3, the Members may, at the direction of the Chairman, be required to make contributions to the capital of BV3 in accordance with Article 7. Operating expenses shall include, without limitation, accounting and legal fees, bank charges, insurance, and taxes, and all other expenses and obligations incurred or suffered by BV3 in the performance of the Contract. As operating costs are incurred by BV3, a receivable is charged for the amount due from each Member. When receipts are distributed as described in Article 13, the operating costs will be deducted from the total distributed to each Member.

12.3 BV3 administrative costs (see Attachment A hereto), shall include, without limitations, drafting the post-award Operating Agreement, establishing BV3 as a legal entity, drafting and managing subconsultant agreements, monthly recordkeeping, invoicing the Illinois Tollway, distribution of payments, quarterly financial statement preparations, and all administrative activities incurred on the day to day operations of BV3. BV3 administrative tasks described in this section shall be performed by the Administrative Member. In return for such cost being incurred by the Administrative Member, the Administrative Member shall be allocated an additional 1% of the services under this contract.

ARTICLE 13 - DISTRIBUTIONS

13.1 Gross receipts of BV3 shall be applied to make payments directly to the Members and to third party subcontractors and creditors.

ARTICLE 14 - PROPERTY

14.1 It is anticipated that no property will be purchased in the name of, or owned by, BV3. Any property required for the performance of the Contract and made available by a Member for BV3's use shall remain the property of such contributing Member. These contributions shall not be treated as contributions to the capital of BV3 nor recorded as a credit to such Member's BV3 account. Such property shall be returned to the contributing Member's upon completion of the Contract, or sooner if no longer required by BV3.

14.2 All documents, including, but not limited to, reports, drawings, and specifications, furnished or prepared by a Member in the performance of the Contract are instruments of service in respect to the Project. To the extent permitted by the Contract, the contributing Member shall retain its ownership and property interest in such documents whether or not the Project is completed. BV3 and the other Members hereto may make and retain copies of such documents for information and reference in connection with performance of the Contract. The other Members shall not reuse or reproduce such documents for their own benefit or in connection with services outside the scope of this Agreement or the Contract without the express written consent of the contributing Member.

14.3 To the extent permitted by the Contract, inventions conceived in the course of performance of this Agreement shall remain the property of the originating Member. Except to the extent of a derivative work of existing intellectual property owned by a Member hereto, inventions conceived jointly by all or any Members hereto shall belong jointly to the applicable Members with their specific rights and obligations to be negotiated in good faith. Except as specifically provided in 14.4, nothing hereunder shall be deemed to grant a license of one Member's invention or intellectual property to the other.

14.4 To the extent necessary to render such Member's services under this Agreement or a Contract, each Member shall grant to or secure on behalf of the other Members a non-exclusive, worldwide, royalty-free license to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of or, reproduce, create derivative works from, distribute, perform, display, and otherwise use drawings, documents and other materials supplied by the other Members. The receiving Member or Members shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by the providing Member nor ensuring that such information or content does not violate or infringe any law or other third Member rights. The providing Member shall indemnify the receiving Member or Members for any infringement claims resulting from receiving Member's use of such drawings, documents and other materials as supplied.

ARTICLE 15 - BOOKS AND RECORDS

15.1 Each Member, and the Project Treasurer on behalf of BV3, will maintain its records related to BV3 and the Project in accordance with generally accepted accounting principles. If Illinois Tollway has record retention rules in addition to such generally accepted accounting principles, each Member and the Project Treasurer shall also comply with such Illinois Tollway specific rules.

15.2 The Project Treasurer shall be Jennifer Kueker of Benesch. The Project Treasurer shall provide quarterly reports to each Member concerning finances relating to the Contract and such other information as may be reasonably requested by the Members or any one of them from time to time. Reports may be provided more frequently as determined by the Management Committee. The Project Treasurer shall also be responsible for directing the preparation of quarterly financial statements and the filing of BV3's income tax returns; provided, however, the members of the Management Committee must approve the form and content of all tax returns prior to their being filed. The Management Committee may, for any reason, change or substitute the Project Treasurer.

15.3 All funds received by BV3 from any source, including, without limitation, all Contract revenues, shall be deposited in an account or accounts in the name of BV3 in a bank or banks approved by the Management Committee, and shall be subject to withdrawal by such person or persons as the Management Committee shall designate from time to time.

15.4 Separate books of account of the transactions of BV3 shall be kept on both a cash and accrual basis and maintained by the Project Treasurer at its corporate headquarters, at the job site, or as the Management Committee may direct. The books of account shall be available for inspection by any Member at any time during regular business hours.

15.5 As of December 31st of each year during the existence of the Contract, and at the completion of the Contract, financial statements shall be furnished for the filing of tax returns. If for any reason, the Management Committee desires an audit of the accounts of BV3; such audit shall be performed by a firm of independent certified public accountants selected by the Management Committee. The cost will be borne by the Members in proportion to their respective interests in BV3. Each such audit shall be performed in a manner which will permit the accountants to express an unqualified accountants' opinion with respect to the financial statements of BV3 if the existing facts warrant such an unqualified opinion.

ARTICLE 16 - TAXES

16.1 Each Member shall have full and sole responsibility for the payment of any taxes, duties, fees or assessments of any nature whatsoever levied in connection with its services and any subcontracts entered into by it on its behalf including, but not limited to, any personal income taxes levied or imposed on any of its employees or personnel or any of its subcontractor's employees or personnel.

ARTICLE 17 - DISPUTES

17.1 In the event of a dispute between or among the Members arising out of or related to this Operating Agreement or the Contract, the aggrieved Member shall notify the other Members of the dispute within fourteen (14) days after such dispute arises for resolution by the Management Committee. If the Management Committee cannot thereafter resolve the dispute, each Member shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

17.2 Should such negotiation or mediation fail to resolve the dispute, it shall be resolved by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitration shall take place in Illinois before an individual arbitrator selected by the American Arbitration Association ("AAA") and shall be conducted in English. The AAA Commercial Dispute Resolution Procedures shall apply to any such proceeding.

17.3 In order to initiate arbitration, the disputing Member shall give the other Members written notice of the dispute. Within twenty (20) calendar days after receiving such notice, the receiving Members shall submit to the other Members a written response. The notice and response shall include: (i) a statement of each Member's position and a summary of the evidence and arguments that support the Member's position; and (ii) the name and address of the attorney who will represent that Member in the arbitration proceeding. The disputing Member shall then provide copies of the notice and response to the AAA and request the appointment of an arbitrator and the initiation of an arbitration proceeding within the next thirty (30) days at a time and location that are mutually acceptable to the Members, or if the details cannot be agreed upon by consent, then at such time (within the same thirty (30) day period) and location (Illinois) as the arbitrator shall determine. This arbitration provision shall survive this Agreement.

17.4 The decision and award of the arbitrator (or arbitrators) shall be final, binding, and conclusive upon the Members, and not subject to appeal. The decision and award shall be in lieu of any other remedy. Judgment may be entered upon the award in any court, state or federal, having jurisdiction. The arbitrator shall have the authority, but shall not be required, to award the payment of reasonable fees and costs related to the arbitration process. If the arbitrator does not award the payment of fees and costs, each Member shall pay its own legal fees, and the Members shall share equally the costs of the arbitrator and the AAA. This Article shall be specifically enforceable under the prevailing law of any court having jurisdiction, and shall be deemed enforceable under the Federal Arbitration Act, 9 U.S.C.A., Sec. 1, et seq., notwithstanding any state law to the contrary.

17.5 In the event the Chairman determines that a dispute must be immediately resolved, the decision of the Chairman shall control pending resolution in accordance with this Article. During

the pendency of any dispute, the Members shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - TERM OF AGREEMENT

18.1 This Operating Agreement shall be effective as of the date first set forth above upon the execution by the Members, and shall terminate upon the occurrence of any of the events listed below:

- (a) The Contract with the Illinois Tollway has been fully performed in accordance with its terms and conditions, full and complete payment has been made thereon and all rights and liabilities with respect to the Illinois Tollway or third parties have terminated or expired and there are no liabilities to be adjusted between the Members; or
- (b) The Contract has been terminated by the Illinois Tollway or by mutual agreement and there are no liabilities remaining to be adjusted among the Members; or
- (c) The Managers agree in writing to terminate this Operating Agreement; or
- (d) The Managers are unable to agree upon a mutually acceptable Contract with the Illinois Tollway.

18.2 Termination of this Agreement shall not terminate rights and obligations of the Members which arose prior to such termination, but nothing in this Article or elsewhere in this Agreement shall confer, create, or expand any rights to the Illinois Tollway or to any other third parties.

ARTICLE 19 - TERMINATION: BANKRUPTCY, ETC.

19.1 The Members hereto may, at their discretion and upon fifteen (15) days' prior written notice, terminate the participation of a Member in the activities of BV3 contemplated by this Agreement as of the date of such notice if such Member (the "Affected Member") (a) is affected by bankruptcy, insolvency or reorganization proceedings, or other proceedings analogous in nature or effect instituted by or against it, (b) is dissolved or liquidated, whether voluntarily or involuntarily, (c) it makes an assignment for the benefit of creditors, or if (d) a receiver or trustee is appointed for all or a substantial part of its assets, or (e), and with respect to the foregoing, they are not cured within thirty (30) days.

19.2 Such termination shall, as of the date of such termination, terminate the rights of the Affected Member to any profits generated by BV3. Costs of completing the Affected Member's subcontract and other obligations under this Agreement shall be borne by the remaining Members. The Affected Member shall be fully responsible for, and shall remain liable to the remaining Members for all such costs.

ARTICLE 20 - TERMINATION: MATERIAL BREACH

20.1 In the event a Member ("Defaulting Member") is in material breach or default under this Agreement or the Contract and such material breach or default is not cured within thirty (30) days after written notice thereof from one of the other Members, or reasonable action to cure has not been diligently initiated and pursued in the event that a cure cannot be effected within sixty (60) days, the other Members, upon unanimous consent, shall have the right to terminate the participation of the Defaulting Member and take over and complete the Defaulting Member's subcontract and other responsibilities under this Agreement. In such event, the other Members shall have the right to receive any and all payments which would otherwise be due the Defaulting Member and apply the proceeds thereof (a) to cover any expenses incurred in taking over and completing (by subcontracting or otherwise) the Defaulting Member's subcontract and other responsibilities and (b) to establish a contingency fund to cover any outstanding obligations of the Defaulting Member.

20.2 In the event of a material breach or default as described above, the Defaulting Member shall indemnify and hold the other Members harmless from any and all liability, including but not limited to fines or penalties of whatever nature and excess costs and expenses associated with completing the Defaulting Member's subcontract and responsibilities incurred by the other Members as a result of such breach or default.

ARTICLE 21 - LIQUIDATION

21.1 When the Contract shall have been fully completed and the services thereunder fully accepted, the Company shall be liquidated. Upon liquidation of BV3, BV3 shall pay or provide reserves for (a) all costs incurred in connection with the performance of the Contract and by BV3, (b) all claims not fully covered by insurance, (c) all claims made or threatened against BV3, and (d) contingencies, if any, that the Members shall determine to be advisable. Established reserves shall be invested from time to time as directed by the Management Committee. Accrued interest shall be used and/or distributed as an asset of BV3 pursuant to the terms hereof. Any amount remaining, and the reserves, when no longer required as determined by the Management Committee, shall be distributed to the Members in accordance with their respective BV3 interests as provided in Article 5 within sixty (60) days.

21.2 To the extent a Member has a deficit in its BV3 account when BV3 is liquidated, such Member will be required to contribute additional capital to BV3 equal to such deficit.

ARTICLE 22 - NOTICES

22.1 Every notice required or contemplated by this Operating Agreement shall be delivered either by (a) personal delivery, (b) postage prepaid registered or certified mail, return receipt requested, (c) telephone facsimile (for which transmission acknowledgment has been received), or (d) nationally recognized air courier service, addressed to the Member for whom intended at the following address:

To V3: Louis J. Gallucci, P.E., Executive Vice President
7325 Janes Avenue
Woodridge, IL 60517
Ph. 630-724-9200
Email: lgallucci@v3co.com

To Benesch: Kevin J. Fitzpatrick, P.E., Executive Vice President
205 North Michigan Avenue, Suite 2400
Chicago, IL 60601
Ph. 312-565-0450
Email: kfitzpatrick@benesch.com

or at such other address as the intended recipient previously shall have designated by written notice to the other Members.

22.2 Unless otherwise provided in this Operating Agreement, notice by registered or certified mail shall be effective on the date it is officially recorded as delivered, or refused, by return receipt or equivalent, or next business day if sent by air courier; all notices and other communications delivered in person or sent by telephone facsimile shall be deemed to have been delivered to and received by the addressee on the date of personal delivery or on the next business date after sent, respectively.

22.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of each Member.

ARTICLE 23 - CONFIDENTIALITY

23.1 The Members agree that the terms of this Agreement shall, to the extent possible, remain privileged and confidential information. Each Member will use reasonable good faith efforts to ensure that those people to whom this Agreement is given agree to retain as confidential its terms and conditions. No Member shall use any information supplied to it by any other Member for any purpose other than as intended. Each Member shall have the right to designate, in writing, information which it delivers to any other Member as Confidential, which information may not be disclosed to any other person or entity without the express prior written consent of the Member delivering such information.

ARTICLE 24 - MEMBER REPRESENTATIONS

24.1 Each Member hereto represents to the other that it has the full power and authority to enter into this Agreement and to perform all the obligations set forth herein and under the Contract or any subcontract thereto with respect to said Member, that this Agreement has been duly authorized by all necessary corporate action, and that each Member is duly organized, validly existing and in good standing in its State of incorporation, and is or will be qualified to do business, and in good standing, in the State in which the Project is located.

24.2 Each Member warrants and represents that it has, or will obtain, and will keep in full force and effect, all necessary permits and licenses necessary for the Member's functions under this Agreement, the Contract, and any subcontract thereto. Neither the entering into nor the performance of any obligation hereunder by any of the Members shall constitute a violation of any applicable rule, regulation, law, statute, decree or ordinance in effect governing said Member, or any Articles of Incorporation or Bylaws of said Member, nor is it a violation of any agreement, contract or other instrument to which said Member is a Member.

24.3 Each Member further represents and warrants that there are no pending or threatened actions or proceedings before any court or administrative agency which may materially affect such Member's business assets or condition, or which would materially impair its ability to perform its obligations hereunder and under the Contract or any subcontract thereto.

ARTICLE 25 - GENERAL PROVISIONS

25.1 **BINDING EFFECT.** This Agreement shall inure to the benefit of and shall be binding upon the respective successors or assigns of the Members.

25.2 **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Illinois and may be executed in any number of counterparts, each of which shall be deemed an original and together shall constitute a single instrument.

25.3 **SEVERABILITY.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

25.4 **INTEGRATION.** This Agreement, including any exhibits and amendments thereto incorporated by this reference, represents the entire and integrated agreement between the Members. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

25.5 **AMENDMENTS** This Agreement may be amended only by a written instrument signed by all Managers.

25.6 **NON-ASSIGNMENT.** This Agreement shall not be assigned by any Member hereto to any third party(s) without the prior written consent of the other Members. Unless otherwise stated in

the written consent, no assignment will release or discharge the assignor from any obligation under this Agreement

25.7 WAIVERS. A waiver by any Member of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving Member's rights with respect to any other or further breach.

IN WITNESS WHEREOF, the Members have executed this Agreement effective as of the date first mentioned above.

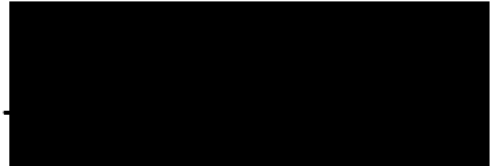
V3 COMPANIES OF ILLINOIS, LTD.

ALFRED BENESCH & COMPANY, INC.

Signature



Signature:



Name: Louis J. Gallucci, P.E

Name: Kevin J. Fitzpatrick, P.E.

Title: Executive Vice President

Title: Executive Vice President

Date: 4-16-2012

Date: 4-16-2012

**ATTACHMENT A
TO THE
OPERATING AGREEMENT**
by and between
V3 and BENESCH (a/k/a BV3 LLC)

The following provides further explanation/distinction between BV3 LLC (BV3) Operating Costs and Administrative Costs as identified in sections 12.2 and 12.3, respectively.

BV3 Operating Costs and Expenses (Section 12.2)

Includes the following:

1. Accounting Fees – Any and all accounting expenses incurred by an external entity on behalf of the BV3. Includes external audit expenses.
2. Legal Fees – Any and all legal expenses incurred by any outside entity on behalf of BV3
3. Bank Charges – All fees and expenses incurred on all BV3 bank accounts.
4. Insurance - Includes all fees and expenses incurred by BV3 should any member not comply with Article 10 of the Post-Award Operating Agreement.
5. Taxes – Any and all taxes levied against the BV3.
6. Also includes all other expenses and obligations incurred or suffered by the BV3 in the performance of the Contract.

Administrative Costs (Section 12.3)

Includes the following:

1. Drafting of BV3 agreement – All expenses & labor incurred BV3 Members.
2. Establishment of BV3 – All expenses and labor incurred by the BV3 Members.
3. Drafting and Managing Subconsultant agreements – All expenses and labor incurred by the BV3 Members during the effort of writing, negotiating, reviewing, and subsequent adjustments.
4. Monthly Accounting – All accounting expenses and associated labor incurred internally by BV3 Members.
5. Invoicing – All expenses and labor incurred by BV3 Members to properly invoice the Illinois Tollway.
6. Distribution of Payments – All expenses and labor incurred by BV3 Members.
7. Filing of Taxes – All expenses and labor incurred by BV3 Members to properly file quarterly and/or yearly taxes for BV3.
8. Quarterly Financial Statements – All expenses and labor incurred by the BV3 Members to prepare and distribute BV3's Quarterly financial statements. This does not include any outside accounting or audit assistance.

DESIGN SECTION ENGINEER AGREEMENT

THIS AGREEMENT made and entered into this **26th** day of **April, 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 **BV3 LLC, a Joint Venture, comprised of its member firms Alfred Benesch & Company, an Illinois corporation, and V3 Companies of Illinois, Ltd.**, authorized and existing within the laws of the State of Illinois, hereinafter referred to as "DESIGN SECTION ENGINEER".

WITNESSETH:

WHEREAS, the DESIGN SECTION ENGINEER has submitted a proposal dated **April 12, 2012**, to provide design section engineering services for Contract No. **I-11-4018** for **Design Corridor Management Services for Reconstruction and Add Lane on the Jane Addams Memorial Tollway (I-90), Mile Post 78.6 (Kennedy Expressway) to Mile Post 53.8 (Elgin Toll Plaza)** and **Design Section Engineering Services for Reconstruction and Add Lane on the Jane Addams Memorial Tollway (I-90), Mile Post 60.8 (Higgins Road) to Mile Post 53.8 (Elgin Toll Plaza)**; and

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

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

ARTICLE I

General Provisions

A. The DESIGN SECTION ENGINEER shall perform all design section engineering services for Contract No. **I-11-4018** for **Design Corridor Management Services for Reconstruction and Add Lane on the Jane Addams Memorial Tollway (I-90), Mile Post 78.6 (Kennedy Expressway) to Mile Post 53.8 (Elgin Toll Plaza)** and **Design Section Engineering Services for Reconstruction and Add Lane on the Jane Addams Memorial Tollway (I-90), Mile Post 60.8 (Higgins Road) to Mile Post 53.8 (Elgin Toll Plaza)**, in accordance with the requirements and terms of this Agreement and the proposal from the DESIGN SECTION ENGINEER of **April 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 DESIGN SECTION ENGINEER shall be performed according to professional standards and in accordance with the Design Section Engineer's Manual for The Illinois State Toll Highway Authority, March 2012 and as revised thereafter.

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

D. The DESIGN SECTION ENGINEER has entered into a Joint Venture Agreement identifying the obligations, duties and responsibilities of each party to the Joint Venture agreement which is attached to this Agreement.

ARTICLE II

Time of Performance

Upon receipt of Notice to Proceed authorized by the Chief Engineer of the TOLLWAY, the DESIGN SECTION ENGINEER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or April 27, 2012** and ending **April 27, 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 DESIGN SECTION ENGINEER, 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 DESIGN SECTION ENGINEER, including the DESIGN SECTION ENGINEER's subcontractors, if any, shall not be responsible hereunder for any delay, default or nonperformance of this Agreement, if and to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike or shortage, fire, explosion, riot, war, rebellion, terrorist activity, sabotage, flood, epidemic, or any other cause beyond the reasonable control of such party.

ARTICLE III

Compensation

The DESIGN SECTION ENGINEER shall perform all engineering design services as required herein, and the TOLLWAY shall pay the DESIGN SECTION ENGINEER as compensation therefor, the DESIGN SECTION ENGINEER'S actual payroll cost times a multiplier of **2.8000** and certain direct expenses (as shown in Exhibit "1") with an upper limit of compensation of **Twenty-Six Million, Eight Hundred Ninety-Nine Thousand, Three Hundred Thirty-Eight Dollars and Eighty Cents (\$26,899,338.80)**. If, in the opinion of the DESIGN SECTION ENGINEER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the DESIGN SECTION ENGINEER shall promptly notify the Chief Engineer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineer. The DESIGN SECTION ENGINEER shall ensure that its subcontractors (if applicable) submit

bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XIX.

ARTICLE IV

Scope of the Service

The DESIGN SECTION ENGINEER represents that it has examined the project site, met with representatives of the TOLLWAY, and had an opportunity to ascertain the extent and the scope of services required to complete this project and is knowledgeable of the services to be performed within the time set forth in the Project Schedule indicated in Exhibit "1" hereof. The DESIGN SECTION ENGINEER further understands and agrees that all the services required to properly complete the services will be at or below the total estimated fee (Upper Limit of Compensation) established for this contract, and that only upon receipt of correspondence modifying the established scope of services for this contract from the Chief Engineer, will any portion of the contingency provision of the said proposal be utilized. The DESIGN SECTION ENGINEER shall not be entitled to additional compensation due to errors in estimating the time, costs or expertise required to complete this design project.

ARTICLE V

Compliance with State and Other Laws

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

Governing Law; Exclusive Jurisdiction

This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement or the transaction(s) contemplated by it, shall be governed by, construed and enforced only in accordance with the laws of the United States and the State of Illinois (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding relating to this Agreement, including arbitration proceedings, shall be brought only in DuPage County, Illinois. **BV3 LLC, a Joint Venture**, consents to the exclusive jurisdiction and venue of the courts located in DuPage County, State of Illinois.

ARTICLE VI

Responsibility for Injuries and Damages

The DESIGN SECTION ENGINEER shall be responsible for all injuries to persons and damages to property due to the activities of the DESIGN SECTION ENGINEER, its

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

The DESIGN SECTION ENGINEER and its member firms comprising it, as identified in the Joint Venture Agreement shall be jointly and severally liable to the TOLLWAY for any and all damages, injuries and claims, including those arising from the professional acts, errors or omissions resulting from services rendered per this Agreement.

ARTICLE VII

Insurance

The DESIGN SECTION ENGINEER and/or its member firms 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 carried as specifically noted below, for claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the DESIGN SECTION ENGINEER, its member firms, its agents, representatives, employees or subcontractors. Work shall not commence until all insurance required by this section has been obtained and acceptable documentation provided to the TOLLWAY. Acceptable insurance companies shall be authorized or approved to transact business under the laws of the State of Illinois, shall be rated by A.M. Best and Company with a financial strength rating of "A-" or better and a financial size category of not less than "VII".

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

- a. Alfred Benesch & Company and V3 Companies of Illinois, Ltd shall carry Worker's Compensation Insurance as required by state statute, and Employer's Liability insurance covering all the DESIGN SECTION ENGINEER's employees acting within the course and scope of their employment.

- b. BV3 LLC, Alfred Benesch & Company, and V3 Companies of Illinois, Ltd shall carry commercial General Liability Insurance written on Insurance Services Office (ISO) occurrence form CG 00 01 10/03 or equivalent, covering premises operations, independent contractors, blanket contractual liability, and personal injury with minimum limits of \$1,000,000.00 (One Millions Dollars) each occurrence and \$2,000,000.00 (Two Million Dollars) annual general aggregate.

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

- c. Alfred Benesch & Company and V3 Companies of Illinois, Ltd shall carry 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. Alfred Benesch & Company and V3 Companies of Illinois, Ltd shall carry 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. Alfred Benesch & Company and V3 Companies of Illinois, Ltd shall carry 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. Alfred Benesch & Company and V3 Companies of Illinois, Ltd agree that such policy or policies, 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. Alfred Benesch & Company and V3 Companies of Illinois, Ltd agree that they will maintain its Engineering Professional Errors and Omissions Liability policy in effect for three years after the completion of the Agreement.

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

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

ARTICLE VIII

Ownership of Documents

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

ARTICLE IX

Financial Statement

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

ARTICLE X

Successors and Assigns

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

ARTICLE XI

Subcontractors

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

ARTICLE XII

Suspension

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

ARTICLE XIII

Termination

A. Termination Without Cause

1. The TOLLWAY reserves the right, at its sole discretion, to terminate this Agreement without cause at any time. In the event of such termination, the TOLLWAY will promptly deliver a written Notice of Termination Without Cause to the DESIGN SECTION ENGINEER. Upon termination and within ten (10) days of said termination, the DESIGN SECTION ENGINEER shall prepare a detailed Progress Report, in form satisfactory to the Chief Engineer of the TOLLWAY, including information as to all the services performed by the DESIGN SECTION ENGINEER and the status of the services as of the date of the termination, and provide all other information and documents developed under the terms of this Agreement as requested by the Chief Engineer of the TOLLWAY. The TOLLWAY will review the Progress Report and services and determine the percentage of the work required to be performed under this Agreement that has been completed by the DESIGN SECTION ENGINEER. In case of dispute between the TOLLWAY and the DESIGN SECTION ENGINEER, the decision of the Chief Engineer shall be final. At the request and direction of the Chief Engineer of the TOLLWAY, the DESIGN SECTION ENGINEER shall, additionally, within ten (10) days after the date of termination, furnish the TOLLWAY with two (2) sets of prints of plans, two (2) sets of Special Provisions and two (2) sets of calculations with respect to the services performed to date of termination in accordance with the requirements of the Design Section Engineers Manual, June 2006 and as revised thereafter.

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

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

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

B. Termination for Cause

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

2. The conditions for termination for cause are as follows:

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

3. Upon termination for cause, and within ten (10) days of such notice, the DESIGN SECTION ENGINEER shall prepare a detailed Progress Report in a form satisfactory to the Chief Engineer of the TOLLWAY, including information as to all services performed by the DESIGN SECTION ENGINEER and the status of the services as of the date of the termination, and provide all other information and documents developed under the terms of this Agreement as requested by the Chief 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 DESIGN SECTION ENGINEER. In the case of dispute between the TOLLWAY and the DESIGN SECTION ENGINEER, the decision of the Chief Engineer shall be final. At the request and direction of the Chief Engineer of the TOLLWAY, the DESIGN SECTION ENGINEER shall additionally, within ten (10) days after the date of termination, furnish the TOLLWAY with two (2) sets of prints of plans, two (2) sets of Special Provisions and two (2) sets of calculations with respect to the services performed to the date of termination in accordance with the requirements of the Design Section Engineers Manual, June 2006 and as revised thereafter.

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

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

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

C. Termination due to Lack of an Appropriation

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

ARTICLE XIV

Solicitations

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

ARTICLE XV

Comptroller Requirements for Contracts

The DESIGN SECTION ENGINEER 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 DESIGN SECTION ENGINEER 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

Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the DESIGN SECTION ENGINEER at **BV3 LLC, Joint Venture, 205 North Michigan Ave., Suite 2400, Chicago, Illinois 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 XVII

Quality Assurance and Quality Control (QA/QC) Plan

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

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

ARTICLE XVIII

Miscellaneous

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

ARTICLE XIX

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT I-11-4018 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

BV3 LLC, a JOINT VENTURE

By [Redacted] 7/12/12
Chair/Executive Director-Signature Date
Paula Wolff/Kristi Lafleur

[Redacted] 5/8/12
Executive Vice President-Signature Date
Alfred Benesch & Company

KEVIN J. FITZPATRICK
Printed Name as Signed Above

APPROVED:
[Redacted] 7/11/12
Kelye K. Jackson, SPO Signature Date

[Redacted] 5/8/12
Executive Vice President-Signature Date
V3 Companies of Illinois, Ltd.

APPROVED:
[Redacted] 7/11/12
Chief of Finance - Signature Date
Michael Colsch

LOUIS J. GALLUCCI
Printed Name as Signed Above

ATTEST:
[Redacted] 5/9/12 (Seal)
Secretary - Signature Date

APPROVED:
[Redacted] 7/11/12
General Counsel - Signature Date
David Goldberg

LORI G. WOODY
Printed Name as Signed Above



Approved as to Form and Constitutionality
[Redacted] 7-7-2012
Attorney General, State of Illinois - Robert Lane - Signature Date

DESIGN SECTION ENGINEER PROPOSAL
FOR CONTRACT NUMBER I - 11 - 4018

This proposal, dated April 12, 2012, is submitted by BV3
(Firm Name)
of Chicago, IL for Design Section Engineer's Service.
(City & State)

LOCATION OF DESIGN SECTION

The location of the construction Contract I - 11 - 4018 for which we propose to provide Design Section Engineering Services is from Mile Post 60.8 to Mile Post 53.8 on the Jane Addams Memorial Tollway, in Cook and Kane Counties, Illinois.

SCOPE OF DESIGN SECTION ENGINEERING SERVICES

The Engineering Services, more fully detailed in Exhibits F and F-1, attached hereto, will be executed in full compliance with the Illinois State Toll Highway Authority's *Design Section Engineer's Manual*, dated June 2006 (and as revised), and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY") current practices. These services shall include preparation of contract plans, special provisions, construction schedule and review of bids; all field surveys, investigations, designs and analyses required to complete the work; checking of shop drawings and consultation during the construction period. Four copies of all design notes, quantity calculations and field books shall be submitted to the TOLLWAY with the final plans. These documents will be indexed and cross referenced in a manner which can be easily referenced by the Construction Manager.

RESPONSIBILITY

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

FEE PROPOSAL

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

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

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

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 DESIGN SECTION ENGINEER, independent contractors and contract employees shall be treated as "reimbursable direct costs" and not "actual direct salary." Subcontractors shall be treated as "Services by Others."

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 DESIGN SECTION ENGINEER 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 DESIGN SECTION ENGINEER 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 DESIGN SECTION ENGINEER and approval by the Chief Engineer of the TOLLWAY prior to using the increased rate on invoices. The DESIGN SECTION ENGINEER 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 DESIGN SECTION ENGINEER is responsible for managing the Direct Costs expended so the total Reimbursable Direct Cost amount is not exceeded. All Direct Costs presented for reimbursement must be included on the Allowable Direct Costs list made available in the Professional Service Bulletin (attached to Exhibit D). Direct Costs not identified on the Allowable Direct Costs list must be approved in writing by the Chief 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 in the Allowable Direct Costs. See Exhibit D.

Reimbursement for automotive vehicles furnished by the DESIGN SECTION ENGINEER 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. The DESIGN SECTION ENGINEER shall maintain itemized vehicle usage records for all vehicles billed to the contract. Said records shall contain at a minimum the individual who used the vehicle, the date of usage, and the purpose or destination.

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

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

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

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

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the DESIGN SECTION ENGINEER, for all costs, shall be \$ 26,899,338.80 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all Engineering Services for all items of work included in the Scope of Design Section Engineering Services (Exhibits F and F-1). If potential additional services have been identified in the scope of work (Exhibits F and F-1), it is understood that these services may not be requested by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the DESIGN SECTION ENGINEER, Exhibits A-H must be submitted by the DESIGN SECTION ENGINEER for the TOLLWAY's approval prior to commencement of the work.

REVISIONS TO THE SCOPE OF WORK - If at any time during the execution of the work the DESIGN SECTION ENGINEER feels that he/she is being directed to perform services not included in the Scope Of Work, he/she will give immediate written notice to the Chief Engineer of the TOLLWAY requesting a change in the Scope Of Work. This notification shall include the following:

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

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

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

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

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

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

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

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

required to procure and maintain additional insurance, if any is listed below, under the same terms and conditions specified in the Agreement. Specialized, project specific insurance, namely Railroad Protective Liability Insurance, may be considered for reimbursement as a direct cost.

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

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

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

RECORD RETENTION AND AUDIT - The DESIGN SECTION ENGINEER 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 DESIGN SECTION ENGINEER 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 DESIGN SECTION ENGINEER 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 DESIGN SECTION ENGINEER or its sub-contractors. The DESIGN SECTION ENGINEER shall promptly reimburse the TOLLWAY for any overpayment, or the TOLLWAY may deduct any overpayment from any funds due the DESIGN SECTION ENGINEER whether those funds are due under this contract or other contracts to which the DESIGN SECTION ENGINEER is a party either directly or as a subcontractor. In the event the DESIGN SECTION ENGINEER fails or refuses to reimburse the TOLLWAY for an overpayment, the DESIGN SECTION ENGINEER shall be responsible for all costs, including attorney fees, incurred by the 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 DESIGN SECTION ENGINEERING SERVICES FOR

CONTRACT 1 - 11 - 4018

SUBMITTED BY:

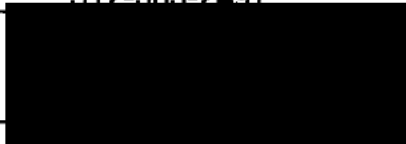
FIRM NAME: BV3

ADDRESS: 205 No. Michigan Suite 2400

CITY, STATE: Chicago, IL 60601

TELEPHONE: 312-565-0450

FACSIMILE: 312-565-2497

SIGNED BY: 

TITLE: Executive Vice President

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 24159

BV3, LLC

205 N. Michigan Avenue, Suite 2400

Chicago IL 60601

Information for this business last updated on:

Friday, June 01, 2012

Certificate produced on Friday, June 01, 2012 at 12:05 PM



Business
EXHIBIT "1"

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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 applies 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 its 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).

EXHIBIT "1"

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/itaa. (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)

Alfred Benesch & Company

Signature

Printed Name Kevin J. Fitzpatrick

Title Executive Vice President

Date 05/15/2012

Address 205 N. Michigan Avenue, Suite 2400

Chicago, IL 60601

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Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 10230

Alfred Benesch & Company

205 N. Michigan Avenue

Suite 2400

Chicago IL 60601

Information for this business last updated on:

Sunday, September 11, 2011

Certificate produced on Wednesday, October 19, 2011 at 4:21 PM



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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) Alfred Benesch & Company

 (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 101422-0

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.

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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 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: Alfred Benesch & Company

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

Name of any Parent Organization: N/A

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: \$732,735.00. 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% X 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: Michael N. Goodkind

Address: _____

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 _____.

- (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

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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: \$732,735.00. 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% X 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: Muthiah, Kasi

Address: _____

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 _____.

- (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

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(i) Compensated employment, currently or in the previous 3 years, by 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

(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

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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: \$659,461.50. 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% X
>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: John L. Carrato

Address: [REDACTED]

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 _____.

- (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

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(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

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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: \$659,461.50. 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% X
>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: John P. Kweder, Jr.

Address: [REDACTED]

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 _____.

- (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

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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: \$534,082.40. 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% X
>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: Gregory D. Brennan

Address: [REDACTED]

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 _____.

- (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

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(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

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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: \$534,082.40. 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% X
>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: Kevin J. Fitzpatrick

Address: [REDACTED]

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 _____.

- (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

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(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

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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: \$508,029.60. 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% X
>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: David J. Morrill
Address: [REDACTED]

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 _____

- (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

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(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

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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: \$424,334.98. 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% X > 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: Michael N. Gorman

Address: [REDACTED]

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 _____

- (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

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(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

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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: \$400,561.80. 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% X > 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: Laura L. McGovern
Address: [REDACTED]

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 _____.

- (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

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(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

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: \$377,114.28. 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% X > 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: James L. Heckman

Address: _____

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 _____

- (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

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(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

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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: \$366,367.50. 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% X > 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: John F. Eagan

Address: _____

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 _____.

- (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

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(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

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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: \$341,943.00. 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% X > 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: Hossam M. Abdou

Address: _____

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 _____.

- (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

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(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

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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: \$341,943.00. 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% X > 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: Eli M. Peleschak
Address: _____

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 _____.

- (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

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(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

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: \$312,633.60. 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% X >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: James H. Canham

Address: [REDACTED]

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 _____.

- (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

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(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

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: \$301,235.50. 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% X >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: James J. Blanusha

Address: _____

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 _____.

- (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

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(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

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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: \$290,814.38. 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% X >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: Gary E. Proskovec

Address: _____

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 _____

- (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

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(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

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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: \$268,669.50. 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% X >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: Richard D. Conrath

Address: _____

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 _____.

- (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

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(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

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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: \$268,669.50. 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% X >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: Daniel M. Gross
Address: _____

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 _____

- (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

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(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

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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: \$263,784.60. 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% X >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: George M. Horas
Address: _____

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 _____.

- (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

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: \$245,221.98. 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% X >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: Gary A. Westergren

Address: _____

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 _____.

- (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

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(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

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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: \$244,245.00. 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% X >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: Mark C. Roth
Address: _____

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 _____.

- (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

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(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

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: \$244,245.00. 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% X >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: Ronald W. Soderquist

Address: _____

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 _____.

- (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

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(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

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: \$244,245.00. 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 M. Clinard
Address: [REDACTED]

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 _____.

- (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

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(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

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: \$227,962.00. 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% X >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: Diane M. Campione

Address: _____

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 _____

- (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

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(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

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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: \$213,958.62. 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% X >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: Allen F. Jambor
Address: [REDACTED]

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 _____.

- (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

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(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

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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: \$180,741.30. 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% X >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 L. Thelen

Address: _____

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 _____.

- (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

EXHIBIT "1"

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(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 "1"

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: \$166,086.60. 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% X >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: Mahmoud Aldabe

Address: _____

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 _____.

- (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

EXHIBIT "1"

(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 "1"

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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: \$154,688.50. 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% X >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: Marc P. Beisler

Address: _____

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 _____.

- (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

EXHIBIT "1"

(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 "1"

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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: \$154,688.50. 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: David A. Cuthbertson
Address: _____

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 _____.

- (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

EXHIBIT "1"

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(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 "1"

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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: \$154,688.50. 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% X >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: Ihab S. Darwish

Address: _____

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 _____.

- (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

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(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

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: \$154,688.50. 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% X >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: Michael J. O'Connor
Address: _____

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 _____.

- (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

EXHIBIT "1"

(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

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: \$154,688.50. 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% X >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: Douglas M. West
Address: _____

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 _____.

- (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

EXHIBIT "1"

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(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 "1"

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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: \$154,688.50. 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% X >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: Kurt J. Naus

Address: [REDACTED]

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 _____.

- (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

EXHIBIT "1"

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(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 "1"

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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: \$154,688.50. 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% X >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: Ryan M. Thady
Address: [REDACTED]

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 _____.

- (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

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(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

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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: \$153,060.20. 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% X >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: Christopher Bentz

Address: [REDACTED]

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 _____

- (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

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(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

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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: \$153,060.20. 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% X >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: Douglas J. Strauss
Address: [REDACTED]

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 _____.

- (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

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(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

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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: \$146,547.00. 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% X >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: Robert J. Melusky

Address: [REDACTED]

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 _____.

- (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

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(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

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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: \$146,547.00. 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% X >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: Larry R. Bellisario
Address: [REDACTED]

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 _____.

- (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

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(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

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: \$146,547.00. 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% X >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: Michael S. Hummel

Address: _____

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 _____.

- (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

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(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

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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: \$146,547.00. 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% X >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 P. Neal
Address: [REDACTED]

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 _____.

- (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

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(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

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: \$146,547.00. 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% X >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: Kevin M. Placzek

Address: _____

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 _____.

- (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

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(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

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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: \$146,547.00. 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: James D. Pudleiner

Address: _____

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 _____.

- (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

EXHIBIT "1"

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(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

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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: \$146,547.00. 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% X >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: Dominic J. Yannuzzi
Address: _____

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 _____.

- (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

EXHIBIT "1"

(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

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: \$146,547.00. 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% X >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: Wladyslaw S. Rymcza

Address: _____

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 _____.

- (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

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(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

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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: \$142,313.42. 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% X >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: Kristina Horn

Address: [REDACTED]

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 _____.

- (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

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(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

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: \$142,313.42. 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% X >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: Scott A. Williams
Address: [REDACTED]

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 _____.

- (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

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(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

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: \$118,865.90. 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% X >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: Jeffery A. Sockel
Address: _____

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 _____.

- (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

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(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

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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: \$106,816.48. 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% X >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: Doyle B. Petersen
Address: [REDACTED]

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 _____.

- (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

EXHIBIT "1"

- (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 <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Professional licensure discipline | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Bankruptcies | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Adverse civil judgments and administrative findings | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Criminal felony convictions | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

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.

N/A

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;

EXHIBIT "I"

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:

N/A

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.

<u>Title</u>	<u>Illinois Agency</u>	<u>Contract Number</u>
Butterfield Rd. Reconstruction	Illinois Department of Transportation	D-91-126-02
I-55 at Lorenzo Road	Illinois Department of Transportation	P-91-190-07
IL Rte 115/Drainage Ditch	Illinois Department of Transportation	D-93-055-05
Bridge Hangar Cables	Illinois Department of Transportation	D-93-055-05
TS&L for SN 038-0122	Illinois Department of Transportation	D-93-029-07
Project Mgmt. Services WO	Illinois Department of Transportation	D-91-563-08
Tri-State Tollway M.P. 40.8	Illinois State Toll Highway Authority	RR-08-5569
IL-171/First Avenue	Illinois Department of Transportation	Pending
I-74/I-155 Interchange	Illinois Department of Transportation	D-94-088-06
95th & Stony, Phase I	Illinois Department of Transportation	P-91-599-10
IDOT PM Services	Illinois Department of Transportation	D-91-772-10
IL-64 CM Services	Illinois Department of Transportation	C-91-245-11
IL-89 over Illinois River	Illinois Department of Transportation	P-93-013-11

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.

EXHIBIT "1"

This Disclosure is signed and made under penalty of perjury.

This Disclosure information is submitted on behalf of: Alfred Benesch & Company
(Vendor/Subcontractor Name)

Name of Authorized Representative: Kevin J. Fitzpatrick

Title of Authorized Representative: Executive Vice President

[Redacted Signature]

Signature of Authorized Representative: _____

Date: 02/29/2012

Subscribed and sworn before me this 15th day of May, 2012

[Redacted Notary Name]

Notary Public

(seal)



My Commission Expires: 4-15-2013

EXHIBIT "1"

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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: _____

Business Name: Alfred Benesch & Company

Taxpayer Identification Number:
Social Security Number _____
or
Employer Identification Number _____

Legal Status (check one):

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

Signature:  _____

Date: 05/15/2012

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

Date: 5/15/2012 **Project Number:** PSB 11-4

Project Name: Item 4

DELINQUENT DEBT REVIEW

Sub-Consultant/Contractor Disclosure.

Will you be using any sub-consultants/contractors? 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: _____

Federal Employment Identification Number (FEIN) _____

E-Mail: _____

SUB-CONTRACTOR(S)

<u>Sub-Consultant(s)/Contractor(s)</u>	<u>Sub-Consultant(s)/Contractor(s) FEIN</u>	<u>Address</u>	<u>Amount to be Paid (to extent known)</u>

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**PRIME
CONTRACTOR**

Prime Consultant/Contractor: Alfred Benesch & Company

Federal Employment Identification
Number (FEIN) 

E-Mail: kfitzpatrick@benesch.com

SUB-CONTRACTOR(S)

<u>Sub-Consultant(s)/Contractor(s)</u>	<u>Sub-Consultant(s)/Contractor(s) FEIN</u>	<u>Address</u>	<u>Amount to be Paid (to extent known)</u>
Lin Engineering, Ltd. (DBE)		210 West Chestnut St. Chatham, IL 62629	1.45% of the contract total
GSG Consultants, Inc. (MBE)		2945 W. Harrison, Chicago, IL 60612	6.56% of the contract total
Huff & Huff, Inc. (WBE)		915 Harger Road, Suite 330, Oak Brook, IL, 60523	0.32% of the contract total
SE3, LLC (M/DBE)		444 East Roosevelt Road, Suite 301 Lombard, IL 60148-4630	2.88% of the contract total
Singh & Associates, Inc. (M/DBE)		300 W. Adams Street, Suite 609 Chicago, Illinois 60606	3.42% of the contract total
d'Escoto, Inc. (M/DBE)		420 N. Wabash, Suite 200 Chicago, IL 60611	3.45% of the contract total
Dynasty Group, Inc. (M/DBE)		205 W. Wacker Drive, Suite 1450 Chicago, IL 60606-1212	1.54% of the contract total
TranSmart Technologies, Inc. (M/W/DBE)		2802 Coho Street Madison, WI 53713	0.4% of the contract total

Sign



Print

Kevin J. Fitzpatrick

Date

5/15/2012

Prime Consultant/Contractor

EXHIBIT "1"

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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 applies 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 its 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.

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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)

V3 Companies of Illinois Ltd

Signature _____

Printed Name Louis J. Gallucci

Title Executive vice President Date 12/16/2011

Address 7325 Janes Avenue, Woodridge, IL 60517

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 15603

V3 Companies of Illinois

7325 Janes Ave

Woodridge IL 60517

Information for this business last updated on:

Friday, June 24, 2011

Certificate produced on Friday, June 24, 2011 at 9:22 AM



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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) V3 Companies of Illinois Ltd.

 (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 130376

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
V3 Companies of Illinois Ltd.

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: V3 Companies of Illinois Ltd.

D/B/A (if used): _____

Name of any Parent Organization: V3 Companies

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: _____. 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 _____ %

V3 Companies of Illinois is 100% owned by V3 Companies Ltd.

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: V3 Companies Ltd. (* There is no individual ownership in V3 Companies of Illinois Ltd.)
 Address: 7325 Janes Ave, Woodridge, IL 60517

- 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 _____.
- (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 <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Professional licensure discipline	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Bankruptcies	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Adverse civil judgments and administrative findings	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Criminal felony convictions	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

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 50/50-36, 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 Department of Transportation:

PTB 151 Item 12
PTB 153 Item 2
PTB 155 Item 7
PTB 161 Item 2

Illinois State Toll Highway Authority

PSB 07-1/4: Rockford I-90 CM
PSB 08-02/2: I-355
PSB 11-2/9: I-88

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: V3 Companies of Illinois Ltd.
(Vendor/Subcontractor Name)

Name of Authorized Representative: Louie J. Gallucci
Title of Authorized Representative: Executive Vice President

Signature of Authorized Representative: _____
Date: 12/06/2011



Subscribed and sworn before me this 16 day of December, 2011

Notary Public

My Commission Expires: 02/23/2014

**DISCLOSURES AND CONFLICTS OF INTEREST
V3 Companies Ltd. PARENT**

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: V3 Companies Ltd.

D/B/A (if used): _____

Name of any Parent Organization: _____

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: _____. 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) _____

Separate Disclosures for owners follow

- 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 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
- (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
V3 Companies Ltd. OWNER ROBIN L. PETROELJE

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: V3 Companies Ltd.

D/B/A (if used): _____

Name of any Parent Organization: _____

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: \$359,000. 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 _____ %

Mr. Petroelje owns 9.48%

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: Robin L. Petroelje

Address: 7325 Janes Ave, Woodridge, IL 60517

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
V3 Companies Ltd. OWNER: DEAN M ANTONY

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: V3 Companies Ltd.

D/B/A (if used): _____

Name of any Parent Organization: _____

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: **\$213,246**. 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 _____ %

Mr. Antony owns 5.63%

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: **DEAN M ANTONY**

Address: **7325 Janes Ave, Woodridge, IL 60517**

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 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

(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
V3 Companies Ltd. OWNER: LOUIS J. GALLUCCI

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: V3 Companies Ltd.

D/B/A (if used): _____

Name of any Parent Organization: _____

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: \$134,625. 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% 3.56 %
>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: LOUIS J. GALLUCCI

Address: 7325 Janes Ave, Woodridge, IL 60517

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 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

(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
V3 Companies Ltd. OWNER: PATRICK R. KENNEDY

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: V3 Companies Ltd.

D/B/A (if used): _____

Name of any Parent Organization: _____

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: **\$134,625**. 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% **3.56 %**
>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: **PATRICK R. KENNEDY**

Address: **7325 Janes Ave, Woodridge, IL 60517**

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 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

(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 <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Professional licensure discipline	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Bankruptcies	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Adverse civil judgments and administrative findings	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Criminal felony convictions	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

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:

- (5) 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
- (6) 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 All contracts are through V3 Companies of Illinois Ltd.

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.

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: V3 Companies of Illinois Ltd.
(Vendor/Subcontractor Name)

Name of Authorized Representative: Louis J. Gallucci
Title of Authorized Representative: Executive Vice President

Signature of Authorized Representative: _____
Date: 12/16/2011



Subscribed and sworn before me this 16 day of _____ December, 2011

Notary Public

My Commission Expires: 02/23/2014

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: _____

Business Name: V3 Companies of Illinois Ltd.

Taxpayer Identification Number:

Social Security Number _____

or

Employer Identification Number _____

Legal Status (check one):

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

Signature: _____

Date: 12/16/2011



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

Date: 12/16/2011 Project Number: 4

Project Name: Jane Addams Memorial Tollway Reconstruction and Add Lane M.P. 61.3 (Higgins Road) to M.P. 52.10 (Randall Road)

DELINQUENT DEBT REVIEW

Sub-Consultant/Contractor Disclosure.

Will you be using any sub-consultants/contractors? 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: V3 Companies of Illinois Ltd.

Federal Employment Identification Number (FEIN) [REDACTED]

E-Mail: dheslinga@v3co.com

SUB-CONTRACTOR(S)

<u>Sub-Consultant(s)/Contractor(s)</u>	<u>Sub-Consultant(s)/Contractor(s) FEIN</u>	<u>Address</u>	<u>Amount to be Paid (to extent known)</u>
<u>Reported by Managing Firm of Joint Venture Bv3</u>			

Sign [REDACTED] Print Louis J. Gallucci Date 12/16/2011
Prime Consultant/Contractor



MEMORANDUM

To: John Hauk

Date: 6/1/2012

CC: Robert Flaska

To: ~~██████~~: Robert Homeyer

Re: Consultant Contract I-11-4018

John,

Please review the attached, revised insurance certificate. Please initial and return, provided the information is adequate.

rh

Attachment

OK
SD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

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

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

pplies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

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

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

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

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

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

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (**Other Insurance**), is amended as follows:

1. The following is added to Paragraph a. Primary Insurance:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under the Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

Subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. **Excess Insurance** regarding any other primary insurance available to you is deleted.
3. The following is added to Paragraph b. **Excess Insurance**, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/24/2012

Page 1 of 1

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 Willis of Illinois, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C NO., EXT): 877-945-7378	FAX (A/C NO.): 888-467-2378	
	E-MAIL ADDRESS: certificates@willis.com		
INSURED Alfred Benesch & Company 205 N. Michigan Ave. Suite 2400 Chicago, IL 60601	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: Travelers Property Casualty Company of Am		25674-001
	INSURER B: The Phoenix Insurance Company		25623-101
	INSURER C: Travelers Property Casualty Company of Am		25674-004
	INSURER D: Travelers Indemnity Company of America		25666-003
	INSURER E: Lexington Insurance Company		19437-001
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 17925795

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 LTB	TYPE OF INSURANCE	ADD'L INSRD	SUBR WAD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			P6300580R763TIL12	5/31/2012	5/31/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			P8100580R763PHX12	5/31/2012	5/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSMCUP0580R763TIL12	5/31/2012	5/31/2013	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PHUB0650R50012	5/31/2012	5/31/2013	<input checked="" type="checkbox"/> WC/STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional/Pollution Liability			044177458	5/31/2012	5/31/2013	\$6,000,000 Aggregate Limit \$6,000,000 Per Claim

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

Re: All Tollway Contracts - Additional Insured As Respect General Liability As Required By Written Contract: Illinois State Toll Highway Authority

CERTIFICATE HOLDER

CANCELLATION

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2011

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 Willis of Illinois, Inc. 233 S. Wacker Drive Suite 2000 Chicago IL 60606	CONTACT NAME: PHONE (A/C, No, Ext): 312-288-7700 FAX (A/C, No): 312-234-0643 E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hudson Insurance Company</td> <td>25054</td> </tr> <tr> <td>INSURER B: Charter Oak Fire</td> <td>25615</td> </tr> <tr> <td>INSURER C: Travelers Indemnity Company of Amer</td> <td>25666</td> </tr> <tr> <td>INSURER D: Cincinnati Insurance Co</td> <td>10677</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F: Hanover Insurance</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hudson Insurance Company	25054	INSURER B: Charter Oak Fire	25615	INSURER C: Travelers Indemnity Company of Amer	25666	INSURER D: Cincinnati Insurance Co	10677	INSURER E:		INSURER F: Hanover Insurance
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INSURER E:														
INSURER F: Hanover Insurance														
INSURED V3 Companies of Illinois, Ltd. 7325 Janes Avenue Suite 100 Woodridge IL 60517														

COVERAGES **CERTIFICATE NUMBER: 2131068927** **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
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	8807248L283COF12	1/1/2012	1/1/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA0108231	10/26/2011	10/26/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XSFCUP8094Y744IND12	1/1/2012	1/1/2013	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WHC897785401	1/1/2012	1/1/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			AEE7169806	1/1/2012	1/1/2013	\$2,000,000 \$4,000,000 Per Claim Aggregate

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

Additional Insured applies on the General Liability and Automobile Liability as required by written contract.
Project/Reference: Contract: RR-08-5572 on Veterans Memorial Tollway (I-355) from M.P. 21.8 (Butterfield Road) to M.P. 29.9 (Army Trail Road)
Additional Insured - General Liability:
Ill State Toll Highway Authority

CERTIFICATE HOLDER

CANCELLATION

Illinois State Toll Highway Authority 2700 Ogden Ave. Downers Grove IL 60515-1703	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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BV3 Exhibits

EXHIBIT "1"
PAGE 145 OF 597



Project Number: I-11-4018

Consultant: BV3

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	
DCM													
Corridor Manager						156	156	156	156	156	156	156	1092
Section Manager						312	312	312	312	312	312	312	2184
Const. Review						11	11	11	11	12	12	12	80
Prolance/Doc						100	100	100	100	100	100	100	700
Drainage Eng.						150	150	150	150	150	150	140	1040
Permitting						65	65	65	65	65	65	65	455
Schedules						104	104	104	104	104	104	104	728
DSE													
Concept						3700	3700	3700	3700	840	660	660	16960
Package 4-1										1878	1878	1878	5634
Package 4-2										1828	1828	1828	5484
Package 4-3										549	549	549	1647
Package 4-4													
Package 4-5													
Package 4-6													
Package 4-7													
TOTALS						4598	4598	4598	4598	5994	5814	5804	36004

- 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 04/09/12

EXHIBIT "1"
 OF 591

Project Number: I-11-4018

Consultant: BV3

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	
DCM													
Corridor Manager	156	156	156	156	156	156	156	156	156	156	156	156	1872
Section Manager	312	312	312	312	312	312	312	312	312	312	312	312	3744
Const. Review	10	10	10	10	10	10	10	10	10	10	10	10	120
Proliance/Doc	85	85	85	85	85	85	85	85	85	85	85	85	1020
Drainage Eng.													
Permitting	63	62	62	62	62	62	62	62	62	62	62	62	745
Schedules	104	104	104	104	104	104	104	104	104	104	104	104	1248
DSE													
Concept	650	650	650	650	650	650	650	650	650	650	650	650	7800
Package 4-1	1880	1866											3746
Package 4-2	1829	1829											3658
Package 4-3	549	547											1096
Package 4-4			847	847	847	847	847	847	847	847	847	847	8470
Package 4-5			834	834	834	834	834	834	834	834	834	834	8340
Package 4-6													
Package 4-7													
TOTALS	5638	5621	3060	3060	3060	3060	3060	3060	3060	3060	3060	3060	41859

- 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 04/09/12

EXHIBIT "1"
 CASE 147 OF 597

Project Number: I-11-4018

Consultant: BV3

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	
DCM													
Corridor Manager	156	156	156	156	156	156	156	156	156	156	156	156	1872
Section Manager	312	312	312	312	312	312	312	312	312	312	312	312	3744
Const. Review													
Proliance/Doc	85	85	85	85	85	85	85	85	85	85	85	85	1020
Drainage Eng.													
Permitting													
Schedules	104	104	104	104	104	104	104	104	104	104	104	104	1248
DSE													
Concept	548	548											1096
Package 4-1													
Package 4-2													
Package 4-3													
Package 4-4	847	849											1696
Package 4-5	835	837											1672
Package 4-6			1277	1277	1277	1277	1277	1277	1277	1277	1277	1277	12770
Package 4-7													
TOTALS	2887	2891	1934	1934	1934	1934	1934	1934	1934	1934	1934	1934	25118

- 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 04/09/12

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 EXHIBIT "1"

Project Number: I-11-4018

Consultant: BV3

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	
DCM													
Corridor Manager	112	112	112	112	112	112	112	112	112	112	112	112	1344
Section Manager	224	224	224	224	224	224	224	224	224	224	224	224	2688
Const. Review													
Proliance/Doc	55	55	55	55	55	55	55	55	55	55	55	55	660
Drainage Eng.													
Permitting													
Schedules	52	52	52	52	52	52	52	52	52	52	52	52	624
DSE													
Concept													
Package 4-1													
Package 4-2													
Package 4-3													
Package 4-4													
Package 4-5													
Package 4-6	1279	1282											2561
Package 4-7			1303	1303	1303	1303	1303	1303	1303	1303	1303	1303	13030
TOTALS	1722	1725	1746	1746	1746	1746	1746	1746	1746	1746	1746	1746	20907

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 04/09/12

OFFICE 149 OF 597

EXHIBIT "A"

Project Number: I-11-4018

Consultant: BV3

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DCM													
Corridor Manager	92	92											184
Section Manager	184	184											368
Const. Review													
Proliance/Doc	40	40											80
Drainage Eng.													
Permitting													
Schedules	52	52											104
DSE													
Concept													
Package 4-1													
Package 4-2													
Package 4-3													
Package 4-4													
Package 4-5													
Package 4-6													
Package 4-7	1303	1303											2606
TOTALS	1671	1671											3342

- 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 04/09/12

PAGE 150 OF 597
 EXHIBIT "1"

Project No. I-11-4018

Consultant: BV3

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 127,230.00
(From Exhibit C-3)

Total Dollars: \$ 5,986,164.00
(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 \$16,761,259.20

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

TOTAL DIRECT COSTS \$ 274,252.00

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ 4,263,827.60
(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 \$ 4,263,827.60

D. ADDITIONAL SERVICES (prime and subconsultants) \$ 5,600,000.00
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) \$26,899,338.80

Exhibit F

Scope of Work

**Reconstruction and Add Lane, Jane Addams Memorial Tollway
M.P. 60.7 (W. of Higgins Rd) to M.P. 53.8 (Elgin Plaza)**

Contract No. I-11-4018

Illinois State Toll Highway Authority

EXHIBIT "1"

PAGE 152 OF 597

I. PROJECT DESCRIPTION

This project is to prepare contract plans and specifications and project related permits for the proposed reconstruction and add lane on the Jane Addams Memorial Tollway between M.P. 60.7 (W. of Higgins Rd) to M.P. 53.8 (Elgin Plaza) and provide design corridor management (DCM) services for the proposed reconstruction and add lane on the Jane Addams Memorial Tollway between M.P. 78.8 (Kennedy Expressway) and 53.8 (Elgin Plaza). The Tollway may adjust the project limits and project scope to more accurately reflect the field conditions.

II. DCM SERVICES INCLUDED IN CONTRACT I-11-4018

- A. Maintenance of traffic (MOT) coordination including standard detail development and implementation and allowable lane closure guidelines
- B. Schedule coordination (design submittal dates and MOT/milestone date coordination)
- C. Standard detail development and implementation (plaza details, corridor typical sections, intelligent transportation system details including potential accommodation for congestion pricing technology)
- D. Pay Item and specification development
- E. Value engineering and budget controls
- F. Utility status coordination and reporting
- G. Staging area review/recommendation
- H. Establishment of survey control
- I. Fiber optic coordination and reporting
- J. Local agency coordination and reporting, permit applications, intergovernmental agreement development
- K. Environmental permitting coordination and submittal
- L. Communications and public informational meeting liaison
- M. Coordination of monthly book meetings and biweekly corridor meetings as needed
- N. Plan submittal coordination
- O. Initiation of corridor wide design memorandums
- P. Right of way reporting and coordination

III. DSE SERVICES INCLUDED IN CONTRACT I-11-4018

The Design Section Engineer's (DSE) services under Contract I-11-4018 shall consist of the preparation of contract plans and specifications for the above described project, together with the identification of potential utility conflicts as per the requirements of the Tollway's Design Section Engineer's Manual, as amended by the Tollway, and herein specified. The design criteria and policies, Standard Specifications, materials and construction requirements of the Illinois State Toll Highway Authority shall apply to all portions of the improvement under Tollway jurisdiction. The design criteria and policies, materials and construction requirements of the Illinois Department of Transportation shall apply outside the Tollway jurisdiction area.

More specifically, the project improvements require design tasks for which design services shall be provided by the DSE to include, but not be limited to the following:

A. ROADWAY REQUIREMENTS

1. Utilize existing aerial mapping, including contours for developing exhibits, right-of-way analysis, etc.
2. Identify utility impacts on construction, right-of-way, costs, and project schedule.
3. Conduct supplementary survey and right-of-way studies as required.
4. Develop maintenance of traffic and construction staging options for each alternative and corresponding progress schedules.

B. DESIGN AND PLAN PREPARATION - DETAILED REQUIREMENTS

1. During this phase, the DSE shall prepare Design Concepts, perform designs and prepare contract plans and documents for implementation of the roadway and bridge rehabilitation, to include, but not be limited to, the following:
 - a. Widening and reconstruction of new roadway pavements shoulders and embankments and reconstruction of existing mainline and ramp pavements as defined in the Project Master Plan.
 - b. New drainage structures and modification of existing drainage system including detention facilities as defined in the Project Master Plan and the Location Drainage Study.
 - c. Provide erosion control for all construction zones.
 - d. Provide design of appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Tollway's Environmental Studies manual and as defined in the Project Master Plan.
 - e. Provide pavement markings, delineators and signage for the contract limits as defined in the Project Master Plan.
 - f. Provide barrier warrant analysis for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria.
 - g. Provide roadway lighting in accordance with the Project Master Plan.
 - h. Provide maintenance of traffic plans including those for impacts to local facilities.
 - i. Provide retaining walls as defined in the Project Master Plan.
 - j. Perform detailed design for all overhead, cantilever, and ground mounted sign structures within the contract limits and as defined in the Project Master Plan.
 - k. Coordination with the Illinois Tollway with regard to environmental issues including, but not limited to ACOE, IEPA, NPDES, IDNR-OWR. The following tasks have been or will be completed and will be contained in the Project Master Plan: Biological Resource Review, Wetland Delineation, Cultural Resource investigation, Stream/Water Quality Investigation, Tree Survey, Special Waste Assessment, and Noise Analysis. The Illinois Tollway will submit one comprehensive

joint permit application for the project.

- l. Protection and / or relocation of utilities.
- m. All other appurtenant and miscellaneous items.
- n. ITS initiatives as defined by the Tollway.
- o. Review limits of and design systemwide bridge and ramp improvements provided by the Tollway outside of the Master Plan limits.
- p. Update estimate of additional cost and prepare a Staff Summary Sheet to reconstruct the IL 31 interchange per the desired alternative identified in the Master Plan.

C. STRUCTURAL REHABILITATION AND MODIFICATION

1. Perform detailed inspections as necessary and review and update bridge condition reports of structures completed in the Master Plan phase as needed, including life cycle cost analyses for the Structures listed in Table A. Provide recommendations to be reviewed and approved by the Tollway.

D. ENVIRONMENTAL STUDIES AND REPORTS

1. Determine and evaluate potential environmental impacts.
2. Review and update Environmental Studies Inventory Sheet (ESIS) completed in Master Plan as needed. Part" shall be submitted with preliminary plans.
3. Review Clean Construction Demolition Debris (CCDD) regulations and complete any required forms as necessary to remove material from the project limits.
4. Evaluate and develop erosion control plans/measures if necessary.

E. MAINTENANCE OF TRAFFIC

Protection and maintenance of Tollway and crossroad traffic, and maintenance of toll operations during construction. The existing number of traffic lanes shall be maintained on the mainline in each direction on the Jane Addams Memorial Tollway during peak hours.

F. UTILITIES

1. The DSE will be required to provide a copy of the agency utility contact log on a monthly basis.
2. Verify location of existing communications cables and utilities with respect to the proposed improvements.
3. All utilities coordination shall be performed in accordance with the DSE Manual, specially with requirements of Subsection 4.5.15 and Section 6.

IV. DESIGN SECTION ENGINEER'S (DSE's) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The DSE shall furnish services in accordance with the articles contained in the Illinois Tollway DSE Manual and all applicable Tollway Criteria, Manuals and Bulletins.

B. FIELD SURVEY

1. The DSE shall perform all survey work necessary for the design of the project in accordance with the appropriate sections of the DSE's Manual, or as required for compliance with governing design criteria to provide a complete and acceptable design.
2. Maximum use should be made of the Tollway's record drawings; however, it is the Design Section Engineer's responsibility to verify all topography in the field.
3. Obtain adequate survey information for determining barrier warrant analysis, etc. including approach shoulder drainage and appurtenances.
4. Utilize the Tollway's record drawings and verify features in the field. Utilize stationing on drawings only as a reference for the location of the structures. It is not the intent for the DSE to re-establish stationing in the field.
5. All coordination with Agencies, including but not limited to the Corps of Engineers, the Illinois Department of Natural Resources, the Illinois Environmental Protection Agency, the Office of Water Resources, and the Illinois Department of Transportation shall be conducted through Illinois Tollway. The DSE will be expected to assemble information and documents necessary for Illinois Tollway to perform such coordination.
6. All coordination with railroads, shall be conducted through the DSE, and per the DSE's Manual.

V. REQUIRED SUBMITTALS TO THE AUTHORITY

Submittal requirements shall be in accordance with the DSE's Manual with special attention to, but not limited to, the following:

A. CONCEPT SUBMITTAL REQUIREMENTS:

1. Concept construction cost estimate.
2. Impacts to construction schedule and staging.
3. Barrier warrants samples per DSE Manual.
4. Provide written results on findings from Section III of Scope with written recommendations.
5. Maintenance of traffic concepts shall include preliminary stage layouts and duration estimates.
6. Updated Bridge Condition Reports.
7. Pavement markings, delineators and signing for the contract limits.

B. OTHER SERVICES AND SUBMITTALS REQUIRED:

1. Preparation of preliminary, pre-final and final contract documents, special provisions, design and quantity calculations and construction schedule to be reviewed by the Tollway.
2. The DSE shall coordinate and incorporate all requirements of other design contracts impacting this project, if any. The DSE shall meet with other DSE's as often as required to insure the final contract documents of all contracts relating to the limits are coordinated.
3. Maintenance of traffic and construction staging.
4. Final construction cost estimates will be developed by the DSE.
5. All other submittals as required in the DSE's Manual.
6. The DSE shall utilize new tollway stationing. Stationing of existing appurtenances shall be approximated from existing stationing and digital ortho imagery information.
7. Analysis and recommendations shall be made for bridge repairs or reconstruction. Bridge Condition Reports shall contain life cycle cost analyses. The life cycle cost analysis (LCCA) shall be performed in accordance with procedures outlined in Publication No. FHWA-SA-98-079. The analysis shall use the following: Nominal discount rate of 6 %; inflation rate of 5 %; life of new bridge deck equal to 50 years; a new bridge deck will be overlaid after 25 years of service, life of new bridge substructure shall be 100 years; and utilize typical unit prices developed by the Tollway.
8. Coordinate with the Tollway Project Manager on sending individual letters to municipal, township, county and railroad officials with jurisdictional boundaries adjacent to the study area. Allow interested officials to review concepts under Tollway consideration and comment on community issues of concern or support.
9. Coordinate with the Tollway Project Manager, and the Tollway's Planning Division on meeting with individual property owners, neighborhood groups and their local officials as required to address their questions or concerns regarding indirect project impacts.
10. Submit DSE Quality Management Plan within 14 days of Notice to Proceed.
11. Staff Summary Sheet preparation for design or schedule exceptions.

VI. ITEMS TO BE FURNISHED TO THE DESIGN SECTION ENGINEER

In addition to the items to be provided as described in the DSE's Manual, the following will be supplied.

1. It shall be the responsibility of the DSE to select the applicable reduced record drawings from the Tollway's website at www.illinoisvirtualltollway.com.
2. The Tollway's biennial structural inspection report of the bridges within the project limits.
3. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.

4. Copies of Illinois Tollway Standard Specifications, Standard Drawings, and Design Manual can be obtained from the Tollway's website at www.illinoistollway.com.
5. Copy of Bridge Condition Reports (as required)
6. Maintenance Section Reports
7. Master Plan for the project limits.

VII. CONTINGENCY ITEMS

1. Preparation of plans and specifications to reconstruct the IL RT 31 interchange at 1-90 per the Master Plan.
2. Complete plans and specifications to relocate the existing Joint Action Water Association (JAW A) facility within the project limits where it conflicts with the proposed reconstruction and add lane.
3. JAWA relocation corridor plan coordination and construction contract preparation

PROJECT SCHEDULE

Contract No. I-11-4018
Reconstruction and Add Lane, Jane Addams Memorial Tollway
M.P. 60.7 (W. of Higgins Rd) to M.P. 53.8 (Elgin Plaza)

SCHEDULE

1.	Scoping Meeting	2/9/12
2.	Design Scope Submittal	2/20/12
3.	Design Scope Approval	3/1/12
4.	Notice to Proceed	5/14/12
5.	Project Kick-Off Meeting	5/16/12
6.	Concept Submittal	TBD
7.	Preliminary Submittal	TBD
8.	Pre-final Submittal	TBD
9.	Final Submittal	TBD
10.	Advertise	October 2012
11.	Bid Opening	TBD
12.	Board Award	TBD
13.	Construction Start Date	February 4,2013

**TABLE A:
BRIDGES LOCATED WITHIN THE PROJECT LIMITS**

**Contract No. I-11-4018
Reconstruction and Add Lane, Jane Addams Memorial Tollway
M.P. 60.7 (W. of Higgins Rd) to M.P. 53.8 (Elgin Plaza)**

Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge	Maintenance**
635	EB	54.60	IL 31	0	PPCB	C
636	WB	54.60	IL 31	0	PPCB	C
501	NS	56.10	IL 25	U	PPCB	C
503	NS	56.30	IL 25 (RAMP)	U	PPCB	A
505	NS	58.10	BEVERLY RD.	U	PPCB	B
507	EB	59.10	EJ&E RR.	0	PPCB	A
508	WB	59.10	EJ&E RR.	0	PPCB	A
509	NS	59.70	IL 59 (SUTTON RD.)	U	PPCB	B
511	NS	60.40	BARTLETT RD.	U	PPCB	

- ** A Type - Illinois Tollway has complete maintenance responsibility.
 ** B Type - Illinois Tollway has partial maintenance responsibility.
 ** C Type - Illinois Tollway has complete or partial maintenance responsibility.

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/online collaboration.
- 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 & suppliers, and the System. All document transmittals and written communication from the consultant to the Illinois Tollway must be made electronically via 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 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 receiving access to the system. A valid email 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 Submittal 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 200dpi 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 maximum 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 or greater
Processor Speed	2.0 GHz or greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5Gb)
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.
Recommended Professional Document Scanners⁶	
Medium Format Scanner ¹	Canon DR-5020 Document Scanner or equivalent
Medium Format Scanner ¹	Canon DR-5080C Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D IPC Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D VRS Document Scanner or equivalent
Medium Format Scanner ¹	Epson GT-30000 Document Scanner or equivalent
Larger Format Scanner ¹	Oce TDS610 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Oce TDS810 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Vidar Select P36 Color Scanner or equivalent
Large Format Scanner ¹	Vidar Select MP36 Monochrome Scanner or equivalent
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 a 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 F-1

Scope Supplement/Clarification

Reconstruction and Add Lane
Jane Addams Memorial Tollway
M.P. 60.7 (W. of Higgins Rd.) to M.P. 53.8 (Elgin Plaza)

Contract No. I-11-4018

DSE ADDITIONAL CLARIFICATIONS/ADDITIONS

1. **CONTRACT PACKAGES**

The following summarizes the elements in each of the contract packages included in the scope of work:

DESIGN PACKAGE 4-1 (IL 25 AND IL 25 RAMPS – BRIDGE RECONSTRUCTION)

Roadway:

IL Rte. 25 Interchange		
IL 25 to NWEB	1,100	JPCP Reconstruction
NWEB to IL 25	2,200	JPCP Reconstruction
NWEB to IL 25	1,200	JPCP Reconstruction
IL 25 to NWEB	1,500	JPCP Reconstruction
Common Connector	1,400	JPCP Reconstruction
IL RTE 25		
TOTAL ROADWAY		

Bridges: Two

Bridge No.	Location	Work Item	Unit	Length	Width	Area	Type
501	IL Rte 25 Crossroad	Remove and Reconstruct	SF	245	70	17,200	PPCB
503	IL Rte 25 (Ramp) Crossroad	Remove and Reconstruct	SF	250	42.8	10,700	PPCB

Retaining Walls: Two

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Key Area #	Station to	Station	Offset	Alternative Solution	Retaining Wall Cost
2	2924+50	2930+50	LT	600' retaining (cut) wall 12' average height	\$1,096,000
3	2922+50	2925+50	RT	300' retaining (cut) wall 8' average height	\$396,000
4	2943+50	2944+50	RT	100' retaining (cut) wall 7' average height	\$107,000

IL 25 ramp plaza

DESIGN PACKAGE 4-2 (ELGIN PLAZA TO FOX RIVER – WB RECONSTRUCTION, RETAINING WALLS AND BRIDGE IMPROVEMENTS)

Roadway: Sta. 2835+32 to Sta. 2898+00

Location	Length (ft)	Pavement
Mainline	6,300	JPCP Widen & Reconstruction
IL Rte. 31 Interchange		
Two Loop	1,500	JPCP Reconstruction
Two Directional	2,500	JPCP Reconstruction

Bridges: One Bridge

Bridge No.	Location	Work Item	Unit	Length	Width	Area	Type
635 or 636?	IL Rte 31 Mainline	Widen and Re-deck Structures	SF	348	67.5	23,490 /2?	PPCB

Sign Trusses:

Direction	Station	Type	Description
Westbound	2868+67	Truss	I-Pass ½ Mile
Westbound	2869+00	Truss	IL 31 NB/SB Exit Randall Road 2 ½ mile
Westbound	2898+16	Truss	I-Pass 1 Mile
Westbound	2889+69	Truss	Dynamic Message Sign

Toll Plaza Ramp IL 31

DESIGN PACKAGE 4-3 (BARTLETT ROAD – BRIDGE RECONSTRUCTION)

Roadway:

Location	Length (ft)	Pavement
BARTLETT ROAD	<1500	

Bridges: One Bridge

Bridge No.	Location	Work Item	Unit	Length	Width	Area	Type
511	Bartlett Rd. Crossroad	Remove and Reconstruct	SF	239	68.5	16,372	PPCB

DESIGN PACKAGE 4-4 (ELGIN PLAZA TO FOX RIVER – EB RECONSTRUCTION, RETAINING WALLS AND BRIDGE IMPROVEMENTS)

Roadway: Sta. 2835+32 to Sta. 2898+00

Location	Length (ft)	Pavement
Mainline	6,300	JPCP Widen & Reconstruction
IL Rte. 31 Interchange		
Two Loop	1,500	JPCP Reconstruction
Two Directional	2,500	JPCP Reconstruction

Bridges: One Bridge

Bridge No.	Location	Work Item	Unit	Length	Width	Area	Type
635 or 636?	IL Rte 31 Mainline	Widen and Re-deck Structures	SF	348	67.5	23,490 /2?	PPCB

Retaining Walls: Seven retaining walls totaling 3,600 feet in length

Key Area #	Station to	Station	Offset	Alternative Solution	Retaining Wall Cost
1	2913+50	2915+50	RT	200' retaining (cut) wall 14' average height	\$445,000

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Sign Trusses:

Direction	Station	Type	Description
Eastbound	2868+57	Cantilever	IL 31 NB Exit

Noise Walls: Four Noise Barriers: Four barriers totaling 9,875 feet in length

South side of I-90 between Illinois 31 and River Road, City of Elgin

Project Section / Community	# of Benefited Residences	Barrier Height (ft)	Barrier Length (ft)	Barrier Area Square (ft)
5439 / City of Elgin	54	18	3,280	59,075

DESIGN PACKAGE 4-5 (IL 25 RAMP TO W. OF HIGGINS ROAD – RETAINING WALL, NOISE WALL AND BRIDGE WIDENING)

Bridges: Two Bridges

Bridge No.	Location	Work Item	Unit	Length	Width	Area	Type
505	Beverly Road Crossroad	Repair					Deck Repair, Super Repair, Sub Repair, Overlay, Joint Replacement, Bearing Repair
509	IL 59 (Sutton Rd.) Cross Road	Repair					Deck Repair, Super Repair, Sub Repair, Overlay, Joint Replacement, Bearing Repair

Retaining Walls:

Key Area #	Station to	Station	Offset	Alternative Solution
5	3078+50	3086+50	RT	800' retaining (fill) wall 10' average height
6	3087+30	3098+50	RT	1120' retaining (fill) wall 15' average height
7	3125+50	3130+50	RT	500' retaining (cut) wall 12' average height

Noise Walls:

South side of I-90 east of Dundee Road, City of Elgin
Along Beverly Road EB entrance ramp to I-90, Village of Hoffman Estates
South of I-90 west of Sutton Road, Village of Hoffman Estates

Project Section / Community	# of Benefited Residences	Barrier Height (ft)	Barrier Length (ft)	Barrier Area Square (ft)
5439 / City of Elgin	44	16	2,230	35,667
5439/ Hoffman Estates	46	12	1,360	16,320
5439/ Hoffman Estates	37	14	3,005	48,071

DESIGN PACKAGE 4-6 (IL 25 RAMP TO W. OF HIGGINS ROAD – WB RECONSTRUCTION AND BRIDGE IMPROVEMENTS)

Roadway: Sta. 2912+00 to Sta. 3175+00

Location	Length (ft)	Pavement
Mainline	26,300	JPCP Widen & Reconstruction
Beverly Interchange		
NWWB to Beverly	2,100	Resurfacing
IL Rte. 59 Interchange		
NWWB TO IL 59	2,400	JPCP Reconstruction
IL 59 SB TO NWWB	2,000	JPCP Reconstruction
IL RTE 59	TBD	

Sign Trusses:

Direction	Station	Type	Description
Westbound	2951+54	Truss	IL 31 1 ½ Miles IL 25 Exit
Westbound	3050+87	Truss	IL 31 4 Miles IL 25 2 ½ Miles Beverly Road Exit
Westbound	3139+84	Truss	Beverly Road 1 ½ Miles IL 59 Exit

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Bridges:

Bridge No.	Location	Work Item	Unit	Length	Width	Area	Type
507 or 508	EJ&E RR Mainline	Raise and Widen Structure	SF	291.3	61.2	17828 /2	PPCB

DESIGN PACKAGE 4-7 (IL 25 RAMP TO W. OF HIGGINS ROAD – EB RECONSTRUCTION AND BRIDGE IMPROVEMENTS)

Roadway: Sta. 2912+00 to Sta. 3175+00

Location	Length (ft)	Pavement
Mainline	26,300	JPCP Widen & Reconstruction
Beverly Interchange		
Beverly to NWEB	2,100	Resurfacing
IL Rte. 59 Interchange		
IL 59 NB to NWEB	2,200	JPCP Reconstruction
NWEB TO IL 59	2,500	JPCP Reconstruction
IL 59 SB TO NWEB	1,000	JPCP Reconstruction
IL RTE 59		

Sign Trusses:

Direction	Station	Type	Description
Eastbound	2931+41	Truss	59 3 miles IL 25 Exit
Eastbound	3094+44	Truss	I-290/IL 53 8 Miles IL 59 Exit

Bridges:

Bridge No.	Location	Work Item	Unit	Length	Width	Area	Type
507 or 508	EJ&E RR Mainline	Raise and Widen Structure	SF	291.3	61.2	17828 /2	PPCB

CLARIFICATIONS:

- The ramp toll plaza at the IL 25 interchange for the WB exit and the ramp toll plazas at the IL 59 and Beverly Road interchanges are excluded from our scope. There is no budget for reconstruction or modifications at these locations. The EB entrance ramp toll plazas at IL 25 and IL 31 are included in our base scope of work. The other three ramp toll plazas at the IL 31 interchange are assumed to be part of our contingency budget for improving the IL 31 interchange.
- The Tollway is designing a wetland bank that will provide the credits needed for wetlands impacted by the I-90 improvements. Wetland credits are not included in our direct costs for DSE portion of I-90.

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Exhibit F-1

Scope Supplement/Clarification

Reconstruction and Add Lane Jane Addams Memorial Tollway M.P. 60.7 (W. of Higgins Rd.) to M.P. 53.8 (Elgin Plaza)

Contract No. I-11-4018 Design Corridor Management

The following supplements Exhibit F "Scope of Work" to clarify the extent of Design Corridor Management (DCM) services that will be performed on Contract I-11-4018 by the BV3 Joint Venture. DCM oversight will be provided for each DSE consultant during the preparation of contract plans, specifications and project related permits for the proposed reconstruction of the Jane Addams Memorial Tollway between M.P. 78.8 (Kennedy Expressway) and M.P. 53.8 (Elgin Plaza) with the exception of bridge reconstruction and widening at M.P. 55.7 on the Fox River Bridge (Contract I-11-5631). BV3 will coordinate the roadway reconstruction improvements in Contract I-11-4018 with the Fox River Bridge improvements but provide no DCM oversight. Scope sections in this supplement are referenced to the same scope sections provided in Exhibit F prepared by the Tollway dated February 9, 2012.

II. DCM SERVICES INCLUDED IN CONTRACT I-11-4018

BV3 will provide DCM oversight services for the six DSE project teams within the project corridor. This will include regular coordination meetings to review progress in plan development, providing direction in response to design issues, monitoring project schedules, providing coordination between DSE contract sections, monitoring progress in identifying utility conflicts & utility design and verifying compliance with local agency and resource agency requirements. Specific DCM services to be provided include the following:

- A. **Maintenance of Traffic (MOT) Coordination:** The DCM will develop MOT and construction staging concepts on a corridor-wide basis for implementation in contract documents by the DSE for each individual contract. This will include concept-level plans for construction sequencing for mainline, crossroad and interchange improvements, consideration of constructability and access to the work in each stage, coordination of MOT between contracts and concepts for disabled vehicles and accident investigation sites during each phase of construction.
- B. **Schedule Coordination:** The DCM will develop a master schedule to track development of I-90 corridor contract documents during each phase of plan preparation for the design sections. The objectives of the scheduling system will be to coordinate and monitor preparation of contract documents. The Tollway PMO will be responsible for monitoring that utility coordination, right of way

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acquisition, environmental permitting, local agency coordination and intergovernmental agreements are completed within a timely basis and in concert with plan development to meet the planned bidding schedule. Project and schedule status will be monitored and reported on a monthly basis. The format and distribution of these reports will be tailored to the specific needs of the Tollway management staff.

- C. **Standard Detail Development and Implementation:** The DCM will develop design details for project elements unique to the I-90 project that will be common to contracts within the project corridor. This may include items such as typical sections, noise walls details, best management practices for drainage and erosion control and potential sustainability measures. Concepts and designs for intelligent transportation systems (ITS) of the future related to smart corridor technology and managed lanes will be developed as part of contingency services as negotiated and authorized by the Tollway.
- D. **Pay Item and Special Provision Development:** The DCM will coordinate the use of pay items between DSE project teams. Special provisions and performance specifications will be developed in coordination with the Tollway's Consulting Engineer for new or modified pay items so that there is consistency in design philosophy and measurement and payment language across the multiple contracts within the project corridor.
- E. **Budget & Cost Estimate Coordination:** The DCM will obtain updated project construction cost estimates from DSE consultants as project designs are advanced through each phase of plan development. Should project costs be exceeding Tollway budgets, DSE's will be directed by the Tollway PMO to evaluate improvements that could be either deferred to a future time or done more efficiently under an alternative contract package. The Tollway PMO will be responsible for monitoring project costs against Tollway budgets and determining any actions to be taken to adjust the extent of improvements to meet budget constraints. During contract negotiations, budget and cost control responsibilities including independent review of project budgets by Construction Cost Systems, Inc. was removed from the scope of services to be provided as part of DCM services. Corridor budget and cost control will be performed by the Tollway PMO.
- F. **Utility Status Coordination and Reporting:** The DCM will attend bi-weekly utility coordination meetings lead by Tollway staff to stay informed of the progress of each DSE consultant in obtaining public and private utility company and Tollway-owned facility information within the I-90 right of way. Corridor-wide utility coordination will be the responsibility of Tollway staff to verify that DSE project teams are complying with the Tollway's "Guidelines for Utility Relocation Design" and preparing and submitting the "Notice of Utility Interference Form" and "Design Utility Reports" for each utility company.
- G. **Staging Area Review and Recommendations:** The DCM will identify and recommend potential locations for construction staging areas for use by contractors in storing materials and equipment and for staging and processing of existing materials that may be recycled back into roadway construction. These sites may also serve the dual purpose of being an accident investigation sites or a

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park and ride lot for the potential bus or rail transit systems. Sites will be identified in coordination with needs projected in the transit studies being conducted under Contract I-11-5644 by Delcan Corporation and considering convenience of Tollway access, site availability, drainage, acquisition cost and consistency with local agency zoning ordinances within each design section.

- H. **Establishment of Survey Control:** Survey services will be provided to verify horizontal control and establish vertical control within the project corridor. Vertical control will be established using benchmarks located at 1,000 foot intervals on either side of the outside shoulders for I-90. A scope of services for Lin Engineering to perform survey control is included as an attachment to this scope supplement.
- I. **ITS and Fiber Optic Coordination and Reporting:** The DCM will coordinate with DSE consultants to verify the design and location of existing ITS and fiber optic system improvements that need to be maintained within the I-90 corridor during each stage of construction and in a manner consistent with Tollway design guidelines. Tollway ITS staff and their consultants will be responsible to determine the number and location of proposed CCTV, RTMS, DMS, WIM and queue monitoring improvements needed to provide reliability, capacity and connectivity in the system to serve the data and traffic monitoring requirements of Tollway operations. Staging of the functionality of ITS and fiber optic systems during each phase of construction will be the responsibility of each DSE consultant. The Tollway's ITS Consulting Engineer will be responsible to review contract documents to verify that this requirement is being met and will provide the necessary base mapping and topography of existing ITS features to the DCM and each DSE.
- J. **Local Agency Coordination and Intergovernmental Agreements:** The DCM will assist Tollway public relations staff in performing local agency coordination. The DCM will prepare exhibits and mapping needed for display boards and provide design information needed to support Tollway staff as they prepare handout materials for use in meetings and presentations before local officials and community organizations. BV3 will also provide design information needed for intergovernmental agreements (IGA) and verify the technical content contained in IGA's.
- K. **Environmental Permitting Coordination:** The DCM will update prior wetland delineation for the length of the corridor east of Higgins Road and perform wetland delineation that was not completed during the master plan phase for the remainder of corridor areas west of Higgins Road. Wetland information will be collected from each DSE consultant and tabulated to prepare a single Individual Permit Application for the corridor for submittal to the U.S. Army Corps of Engineers (ACOE). Proposed impacts to Isolated Wetlands in Kane County within the corridor will also be tabulated to develop a proposed mitigation ratio consistent with the Kane County Stormwater Ordinance. The ACOE Individual Permit Application will include compilation of Stormwater Pollution Prevention Plans (SWPPP), best management practices and soil erosion and sediment control plans as prepared by the individual DSE's. The DCM will prepare a separate 401

Water Quality Certification to obtain approval of Illinois Environmental Protection Agency.

- L. **Public Communications and Informational Meetings:** The DCM will assist Tollway public relations staff in the preparation of display exhibits and mapping for their use in public informational meetings. Technical information related to the extent of improvements, construction schedules and project costs will be provided to Tollway public relations staff for their use in preparing handout materials, project brochures or news releases.
- M. **Coordination of Monthly Book Meetings & Bi-weekly Corridor Meetings:** The DCM will attend bi-weekly and monthly book meetings for each DSE consultant. The scheduling and conduction of book meetings with DSE's will be the responsibility of the Tollway's PMO staff.
- N. **Plan Submittal Coordination:** Plan documents developed by DSE's will be prepared and submitted for review to the Tollway's Consulting Engineer at five stages including an updated master plan report, conceptual design phase, preliminary engineering phase, pre-final design phase and final check design phase. The DCM will coordinate the scheduling of these submittals for meeting projected letting dates but will not be responsible for evaluating the readiness, content or technical design of plan submittals to determine compliance with requirements of the Design Section Engineer's Manual.
- O. **Initiation of Corridor-wide Design Memorandums:** The DCM will provide for consistency of design approach between DSE contracts through the use of corridor-wide design memorandums. Design memorandums will define the design issue, criteria to be applied, provide design details as appropriate and the special provisions or pay items that may be applicable. Design memorandums will be developed in coordination with and with the approval of the Tollway's PMO and Consulting Engineer. When appropriate, Staff Summary Sheets (SSS) will be prepared by the DCM to provide the purpose for the SSS, a description of the design issue, alternatives considered, recommended alternative and impacts on construction cost budgets and schedule.
- P. **Right of Way Reporting and Coordination:** The Tollway staff and their consultants will be responsible for the review of plats of acquisition and legal descriptions. The DCM will monitor the progress of DSE consultants in identifying the need for land acquisition and in preparing plats and legal descriptions in coordination with the submittal schedule for contract documents. This DCM scope task was reduced to a reporting and monitoring responsibility only during contract negotiations.

Contingency Services

- Q. **Relocation of JAWA and Other Utility Facilities:** As authorized by the Tollway, the DCM will be responsible for compiling plans prepared by each DSE consultant into a single set of contract documents for relocation of Northwest Suburban Municipal Joint Action Water Association (JAWA) facilities that conflict with reconstruction and add lane improvements. JAWA's transmission main is generally located within the Tollway's right of way south of the

EXHIBIT "1"

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eastbound lanes and range in size from 24 to 54 inches in diameter. Add lane, retaining wall and noise wall improvements may be in conflict with the present water main location. BV3 will attend meetings with JAWA staff to coordinate the preparation of relocation plans in accordance with JAWA's technical requirements. Each DSE will be responsible to identify conflicts between Tollway improvements and JAWA facilities within their design section and to prepare the plans and construction details for their relocation. Quantity calculations will be performed by the DSE's and provided to the DCM for tabulation into a single bid package. There may be other utility facilities identified within a DSE section that the DCM will be asked to prepare contract documents for to expedite their relocation in coordination with the project schedule. The scope of services and fee to prepare contract documents for JAWA or other utility relocation work will be the subject of separate negotiations as directed by the Tollway.

- R. **Corridor-wide Landscaping Enhancements:** The preparation of landscaping enhancements within the I-90 corridor was removed from the scope of services for the DCM during contract negotiations.
- S. **Sustainability and Aesthetic Programs:** As authorized by the Tollway, the DCM will develop sustainability measures and aesthetic enhancements for bridges, retaining walls and other corridor features. The scope of services and fee for preparation of plans and specifications for sustainable or aesthetic programs will be the subject of separate negotiations as directed by the Tollway.
- T. **ITS, Smart Corridor and Managed Lane Improvements for the Future:** In anticipation of technology that could provide for managed lanes or for future "Smart Highway" functions (either vehicle-to-vehicle or vehicle-to-infrastructure communications), the DCM will evaluate best practices in the industry to identify support infrastructure that should be considered for incorporation into corridor improvements to provide for future technology. This task may include provision of support infrastructure for ITS technology with TranSystems, the DCM for the adjacent I-90 corridor under Contract I-11-5633. The scope of services and fee for Smart corridor and managed lane improvements will be the subject of separate negotiations as directed by the Tollway.
- U. **Corridor-wide Power Grid:** As authorized by the Tollway, the DCM will evaluate the provision of a separate power grid within the I-90 corridor to serve electrical service needs in place of individual services for each element of Tollway infrastructure that has electrical power requirements. The scope of services and fee for the power grid improvements will be the subject of separate negotiations as directed by the Tollway.

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

<p>1 <u>D'Escoto, Inc.</u></p> <p>Direct Labor \$ 732,376.40</p> <p>Direct Costs \$ 2,040.00</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 734,416.40</p>	<p>6 <u>Singh and Associates, Inc.</u></p> <p>Direct Labor \$ 701,632.40</p> <p>Direct Costs \$ 26,407.20</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 728,039.60</p>
<p>2 <u>Dynasty Group, Inc.</u></p> <p>Direct Labor \$ 323,086.40</p> <p>Direct Costs \$ 4,272.20</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 327,358.60</p>	<p>7 <u>Lin Engineering, Ltd.</u></p> <p>Direct Labor \$ 282,408.00</p> <p>Direct Costs \$ 28,785.40</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 309,193.40</p>
<p>3 <u>GSG Consultants, Inc.</u></p> <p>Direct Labor \$ 590,281.60</p> <p>Direct Costs \$ 807,458.58</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 1,397,740.18</p>	<p>8 <u>TranSmart Technologies, Inc.</u></p> <p>Direct Labor \$ 82,185.60</p> <p>Direct Costs \$ 2,820.00</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 85,005.60</p>
<p>4 <u>Huff & Huff, Inc.</u></p> <p>Direct Labor \$ 66,827.80</p> <p>Direct Costs \$ 1,827.50</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 68,655.10</p>	<p>9 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>5 <u>SE3, LLC</u></p> <p>Direct Labor \$ 600,434.80</p> <p>Direct Costs \$ 13,035.92</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 613,470.72</p>	<p>10 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 4,263,827.60

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 4,263,827.60

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 15.85%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 20.02%

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

EXHIBIT #1

Benesch Exhibits



EXHIBIT "4"

PAGE 178 OF 591

Project Number: I-11-4018

Consultant: Benesch

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	
DCM - Section Mgr						156	156	156	156	156	156	156	1092
DCM - Schedules						104	104	104	104	104	104	104	728
DSE - Concept						1600	1600	1600	1600	480	480	480	7840
DSE - Package 4-1										1030	1030	1030	3090
DSE - Package 4-2										1000	1000	1000	3000
DSE - Package 4-3										309	309	309	927
DSE - Package 4-4													
DSE - Package 4-5													
DSE - Package 4-6													
DSE - Package 4-7													
TOTALS						1860	1860	1860	1860	3079	3079	3079	16677

- 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 04/09/12

PAGE 179 OF 597
 EXHIBIT "1"

Project Number: I-11-4018

Consultant: Benesch

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	
DCM - Section Mgr.	156	156	156	156	156	156	156	156	156	156	156	156	1872
DCM - Schedules	104	104	104	104	104	104	104	104	104	104	104	104	1248
DSE - Concept	480	480	480	480	480	480	480	480	480	480	480	480	5760
DSE - Package 4-1	1030	1016											2046
DSE - Package 4-2	1000	1000											2000
DSE - Package 4-3	309	308											617
DSE - Package 4-4			486	486	486	486	486	486	486	486	486	486	4860
DSE - Package 4-5			470	470	470	470	470	470	470	470	470	470	4700
DSE - Package 4-6													
DSE - Package 4-7													
TOTALS	3079	3064	1696	1696	1696	1696	1696	1696	1696	1696	1696	1696	23103

- 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 04/09/12

PAGE 182 OF 597
 EXHIBIT "1"

Project Number: I-11-4018

Consultant: Benesch

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		
DCM - Section Mgr	156	156	156	156	156	156	156	156	156	156	156	156	156	1872
DCM - Schedules	104	104	104	104	104	104	104	104	104	104	104	104	104	1248
DSE - Concept	378	378												756
DSE - Package 4-1														
DSE - Package 4-2														
DSE - Package 4-3														
DSE - Package 4-4	486	488												974
DSE - Package 4-5	470	472												942
DSE - Package 4-6			755	755	755	755	755	755	755	755	755	755	755	7550
TOTALS	1594	1598	1015	1015	1015	1015	1015	1015	1015	1015	1015	1015	1015	13342

- 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 04/09/12

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 EXHIBIT "1"

Project Number: I-11-4018

Consultant: Benesch

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		
DCM - Section Mgr	112	112	112	112	112	112	112	112	112	112	112	112	112	1344
DCM - Schedules	52	52	52	52	52	52	52	52	52	52	52	52	52	624
DSE - Concept														
DSE - Package 4-1														
DSE - Package 4-2														
DSE - Package 4-3														
DSE - Package 4-4														
DSE - Package 4-5														
DSE - Package 4-6	755	759												1514
DSE - Package 4-7			773	773	773	773	773	773	773	773	773	773	773	7730
TOTALS	919	923	937	937	937	937	937	937	937	937	937	937	937	11212

- 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 04/09/12

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 EXHIBIT "1"

Project Number: I-11-4018

Consultant: Benesch

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
DCM - Section Mgr	92	92												184
DCM - Schedules	52	52												104
DSE - Concept														
DSE - Package 4-1														
DSE - Package 4-2														
DSE - Package 4-3														
DSE - Package 4-4														
DSE - Package 4-5														
DSE - Package 4-6														
DSE - Package 4-7	773	773												1546
TOTALS	917	917												1834

- 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 04/09/12

EXHIBIT "1"
 PAGE 183 OF 597

Project No. I-11-4018

Consultant: Benesch

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 66,168.00
(From Exhibit C-3)

Total Dollars: \$ 3,041,271.00
(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 \$ 8,515,558.80

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

TOTAL DIRECT COSTS \$ 106,452.00

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) \$ 8,622,010.80

Project No.: I-11-4018 _____

Consultant: Benesch _____

Date: 5/11/2012 _____

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	Fitzpatrick, Kevin J	70.00	70.00	N
	Goodkind, Michael N	70.00		
	Kasi, Muthiah	70.00		
Sr. Project Manager	Abdou, Hossam M	70.00	64.83	N
	Ahern, Kevin J	66.00		
	Awwa, Sam	57.50		
	Campione, Diane M	62.00		
	Canham, James H	70.00		
	Conrath, Richard D	70.00		
	Darwish, Ihab S	61.00		
	Gross, Daniel M	70.00		
	Magnuson, Michael P	61.20		
	McGovern, Laura L	70.00		
	Morrill, David J	70.00		
	Rymsza, Wladyslaw S	70.00		
	Saccomanno, Joseph A	60.70		
	Salman, John M	66.00		
	Strauss, Douglas J	63.60		
	Taylor, Louis J	55.00		
	Van Huis, John A	69.00		
Zacharias, Amanda	55.00			
Project Manager II	Bellisario, Larry R	58.60	55.63	N
	Naus, Kurt	55.00		
	O Connor, Michael J	56.30		
	Placzek, Kevin M	55.30		
	Schmanski, William L	57.10		
	Thady, Ryan M	53.20		
	Walsh, Andrew P	53.90		

* 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 04/09/12

EXHIBIT "1"

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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 Manager I	Bendok, Mark R	47.00	45.03	N
	Brueggeman, Steven J	41.20		
	Davis, Sara L	47.40		
	Hanna, Ziad A	42.50		
	Kottler, William F	39.90		
	Majewski, Joann M	49.00		
	Reambillo, Joselito N	52.10		
	Schmidt, Timothy P	47.40		
	Ship, Elissa F	48.30		
	Uribe, Monica M	38.00		
	Wekenman, Aaron	42.50		
	Resident Project Manager I	Carroll, Elaine T	43.40	43.40
Sr. Project Engineer	Yousif, Alfred A	45.20	45.20	N
Project Engineer II	Hodor, Brad	40.20	39.86	N
	Keaschall, Andrew J	40.30		
	Kunz, Michael J	36.00		
	Moreland, J	40.00		
	Smith, Kyle W	41.40		
	Stankiewicz, Edward H	41.00		
	Tardy, Jeffrey	40.10		

* 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.

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 Engineer I	Anderson, Eric J	34.30	34.36	N
	Card, Jordan J	34.00		
	Chavez, Benjamin	38.20		
	Coad, Colin C	35.10		
	Coleman, Jr	35.80		
	Fowler, Ashley A	34.50		
	Gallagher, Christopher	32.40		
	Gislason, John H	34.60		
	Janicke, Thomas J	34.40		
	Pihaly, Andrew J	36.10		
	Ploucha, Tyler J	33.50		
	Pung, Jacob J	29.00		
	Rutkowski, Catherine	33.50		
	Thiesse, Geoffrey	37.20		
	Tipton, Robert J	34.40		
Weigand, Benjamin	32.70			
Wojteczko, Scott C	34.40			
Senior Designer	Creisher, Jr	36.90	35.48	N
	Kopacki, Rafal M	32.50		
	Mohammed, Naseer	35.30		
	Svetov, Irena	37.20		

* 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: 5/11/2012

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?
Designer II	Becker, Matthew F	31.70	30.06	N
	Decker, Heather R	27.00		
	EIAssy, Ali A	30.50		
	Fornek, Michael J	31.70		
	Harris, Amelia W	30.50		
	Hellenthal, Matthew F	32.00		
	Renner, Lindsey	26.40		
	Soehrman, Denise M	30.50		
	Surber, James L	31.70		
	Winkelman, Suzann M	28.80		
	Designer I	Alsharbini, Mohamad O		
Doyle, Kevin J		28.00		
Mitchell, Michael L		23.50		
Schriks, Daniel T		30.00		
Sr. Technical Specialist	deLeon, Julie	40.00	43.73	N
	Grimm, Richard M	44.00		
	Hajduk, Michael E	45.60		
	Holt, Kenneth	45.30		
Technical Specialist	Dorner, Emily L	25.60	25.60	N
Sr. Technologist	Blank, Terri M	37.50	37.20	N
	Hybela, Vladimir	36.90		
Technologist II	Blank, Todd M	28.30	25.77	N
	Lighthill, Michael	25.00		
	Theroux, Paul R	24.00		
Office Manager	Fitzpatrick, Quiana M	27.30	27.30	N
Project Assitant	George, Leslie A	22.70	21.20	N
	Rupholdt, Barbara A	19.70		
Office Assistant	Waldron, Daniel Christopher	15.10	15.10	N

* 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 04/09/12

EXHIBIT "1"

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Project No.: I-11-4018

Consultant: Benesch

Date: 5/11/2012

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 45 NO. OF MONTHS
SCHEDULED START DATE: 6/1/2012
RAISE DATE: 1/1/2013
PERCENT OF RAISE: 3%

ESCALATION PER YEAR

Date	-	Date	Date	-	Date	Date	-	Date	Date	-	Date	Date											
6/1/2012	-	12/31/2012	7.0	1/1/2013	-	12/31/2013	12.0	1/1/2014	-	12/31/2014	12.0	1/1/2015	-	12/31/2015	12.0	1/1/2016	-	2/28/2016	2.0		-		0.0
		45.0				45.0				45.0				45.0				45.0				60.0	
		15.56%				27.47%				28.29%				29.14%				5.00%					
		Factor First Period				Escalation Factor Second Period				Escalation Factor Third Period				Escalation Factor Fourth Period				Escalation Factor Fifth Period				Escalation Factor Fifth Period	

The escalation factor for this project is: 105.45%

EXHIBIT "1"
PAGE 189 OF 597

Project No.: I-11-4018

Consultant: Benesch

Date: 5/11/2012

Total Escalation Factor from C-2: 105.45%

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	6,364.00	\$ 445,480.00
Sr. Project Manager	\$64.83	\$68.37	5,000.00	\$ 341,850.00
Project Manager II	\$55.63	\$58.66	7,000.00	\$ 410,620.00
Project Manager I	\$45.03	\$47.49	7,200.00	\$ 341,928.00
Resident Project Manger I	\$43.40	\$45.77	4,078.00	\$ 186,650.00
Sr. Project Engineer	\$45.20	\$47.67	5,125.00	\$ 244,309.00
Project Engineer II	\$39.86	\$42.03	4,800.00	\$ 201,744.00
Project Engineer I	\$34.36	\$36.23	3,975.00	\$ 144,014.00
Senior Designer	\$35.48	\$37.42	4,000.00	\$ 149,680.00
Designer II	\$30.06	\$31.70	4,100.00	\$ 129,970.00
Designer I	\$27.38	\$28.87	3,500.00	\$ 101,045.00
Sr. Technical Specialist	\$43.73	\$46.12	1,500.00	\$ 69,180.00
Technical Specialist	\$25.60	\$27.00	3,000.00	\$ 81,000.00
Sr. Technologist	\$37.20	\$39.23	2,000.00	\$ 78,460.00
Technologist II	\$25.77	\$27.18	2,422.00	\$ 65,830.00
Office Manager	\$27.30	\$28.79	744.00	\$ 21,420.00
Project Assistant	\$21.20	\$22.36	1,000.00	\$ 22,360.00
Office Assistant	\$15.10	\$15.92	360.00	\$ 5,731.00

Total Estimated Work Hours: 66,168.00
Must Match Exhibit A

Total Direct Labor: \$ 3,041,271.00

Average Hourly Rate: \$ 45.96

- (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 not on above the salary cap rate

Date Revised 04/09/12

EXHIBIT T
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EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate	<u>\$ 45.00</u>	X	<u>240</u>		<u>\$ 10,800.00</u>
	Includes Tolls		No. of Days		

Mileage	<u>\$ 0.510</u>	X	<u>4,000</u>		<u>\$ 2,040.00</u>
	Mileage Rate		No. of Miles		

(Use mileage rate found at:

<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>

TOTAL VEHICLE REIMBURSEMENT					<u>\$ 12,840.00</u>
------------------------------------	--	--	--	--	---------------------

B. ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here:					<u>\$ 4,960.00</u>
--	--	--	--	--	--------------------

http://www.illinoistollway.com/documents/10157/36206/LG_TO_LLWAY_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

Printing

Com ED Powerfeeds

Shipping/Messenger

Date Revised 04/09/12

TOTAL ITEMIZED DIRECT COSTS

\$ 88,652.00

EXHIBIT "1"

Project No. I-11-4018

Consultant: Benesch

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 Premium portion
Overtime	Actual Cost
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) \$45/day (Maximum)
DAILY RATE ONLY 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-11-4018

Consultant: Benesch

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Kevin Fitzpatrick, PE

Classification: Project Principal

Project Manager: Ryan M. Thady, PE

Classification: Project Manager II

Project Engineer: Josel Reambillo, PE

Classification: Project Manager I

DCM - Project Manager Laura McGovern, PE

Classification: Senior Project Manager

DCM - Scheduler Elaine Carroll, PE

Classification: Resident Project Manager I

Project Civil Engineer: Jeffery Tardy, PE

Classification: Project Engineer II

Project Structural Engineer: Hossam Abdou, PE SE

Classification: Senior Project Manager

Project Drainage Engineer: William Schmanski, PE

Classification: Project Manager II

QA/QC Structural David Morrill, PE SE

Classification: Senior Project Manager

Others: _____

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

Attach resumes of all key personnel

Kevin Fitzpatrick, PE

Project Executive/MOT/Staging/Contract Packaging

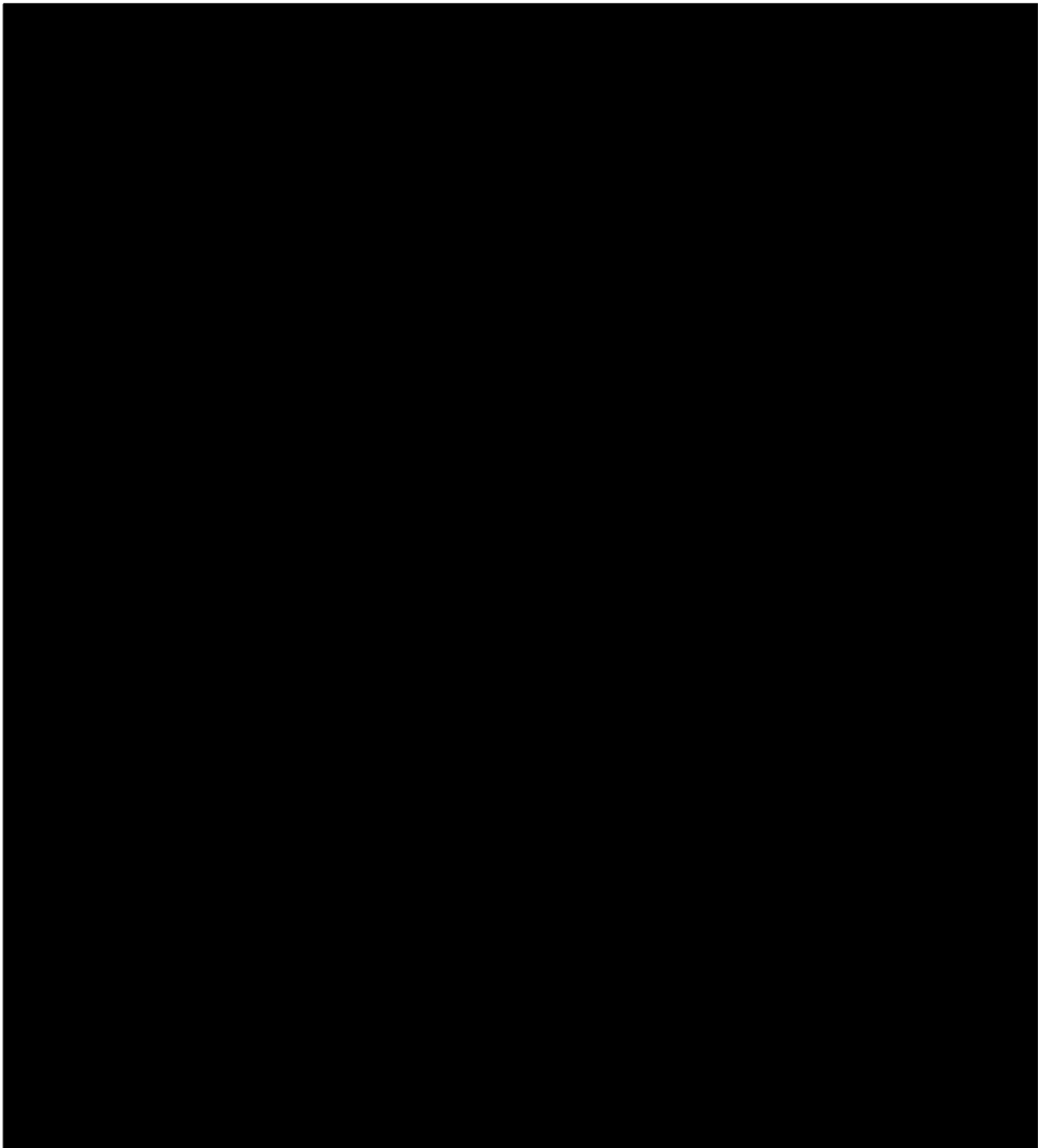
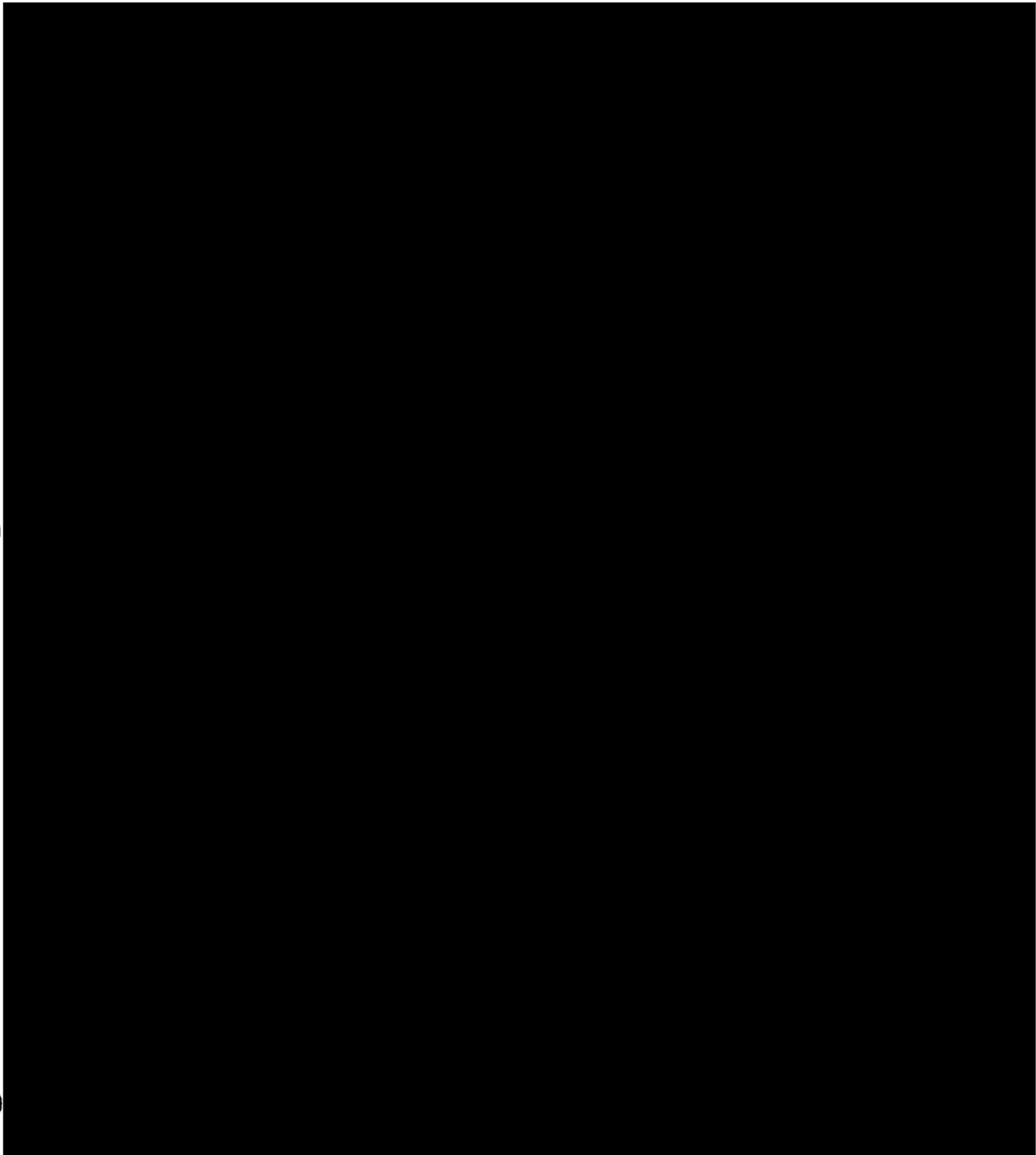


EXHIBIT "1" | 33

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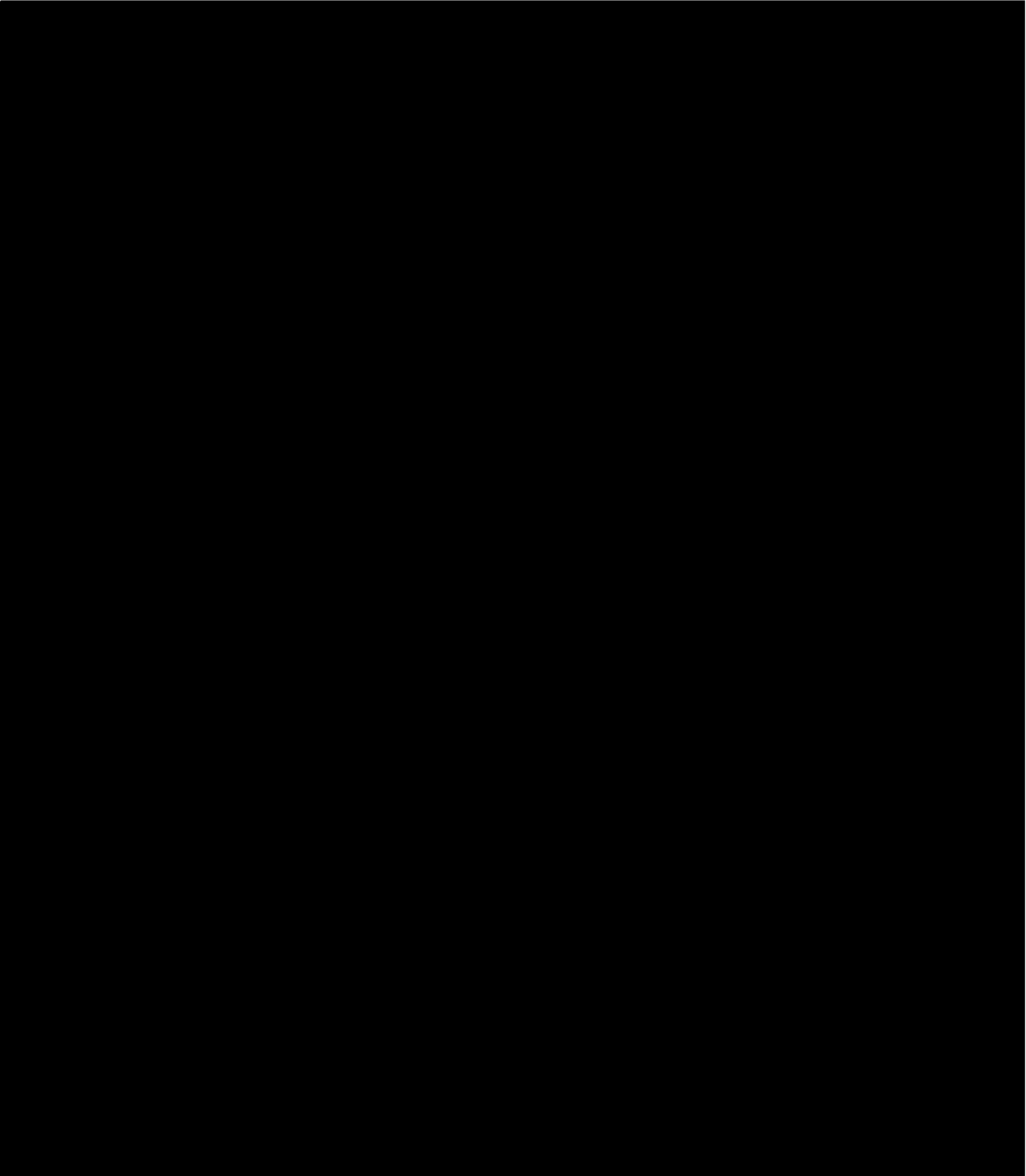
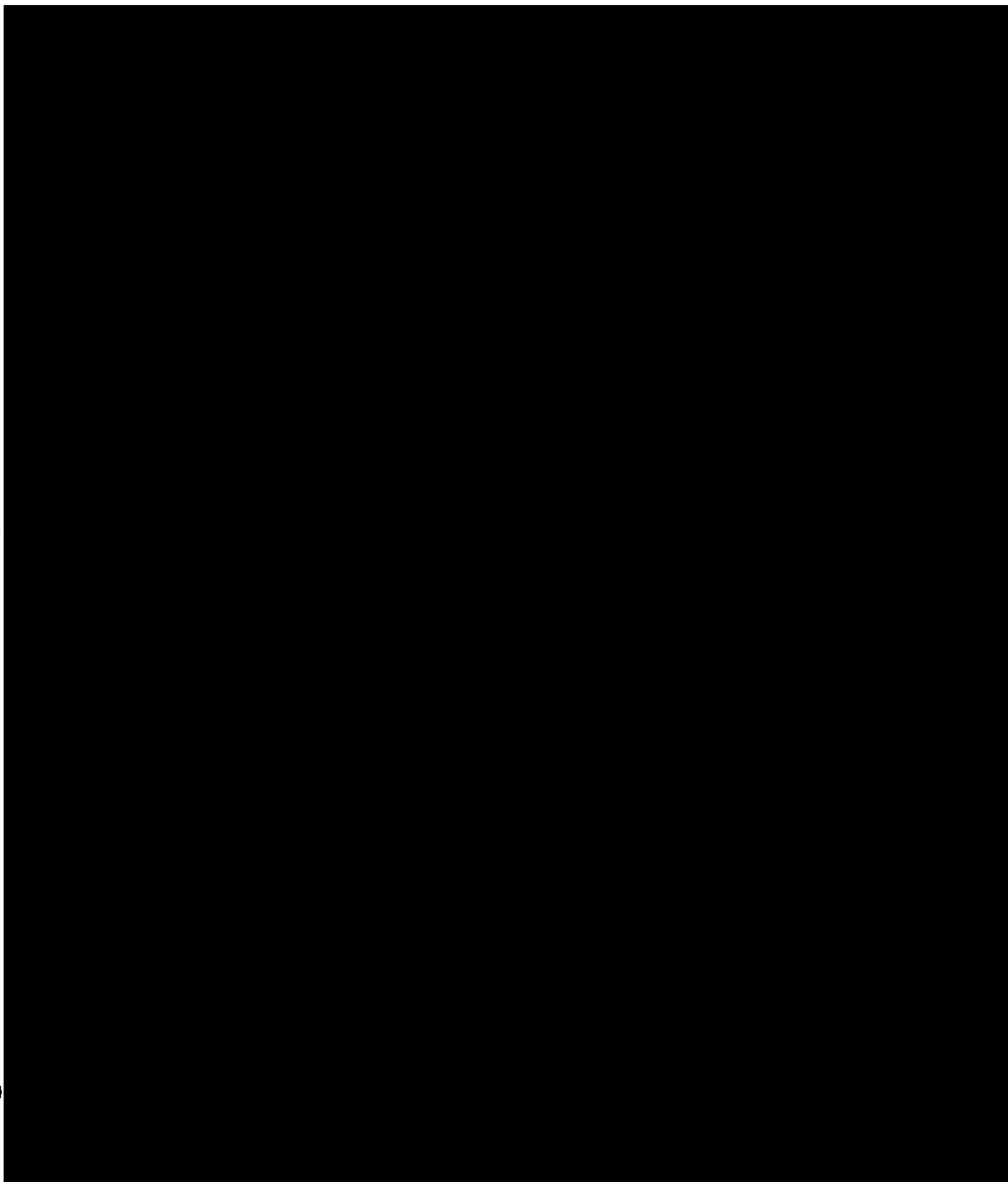


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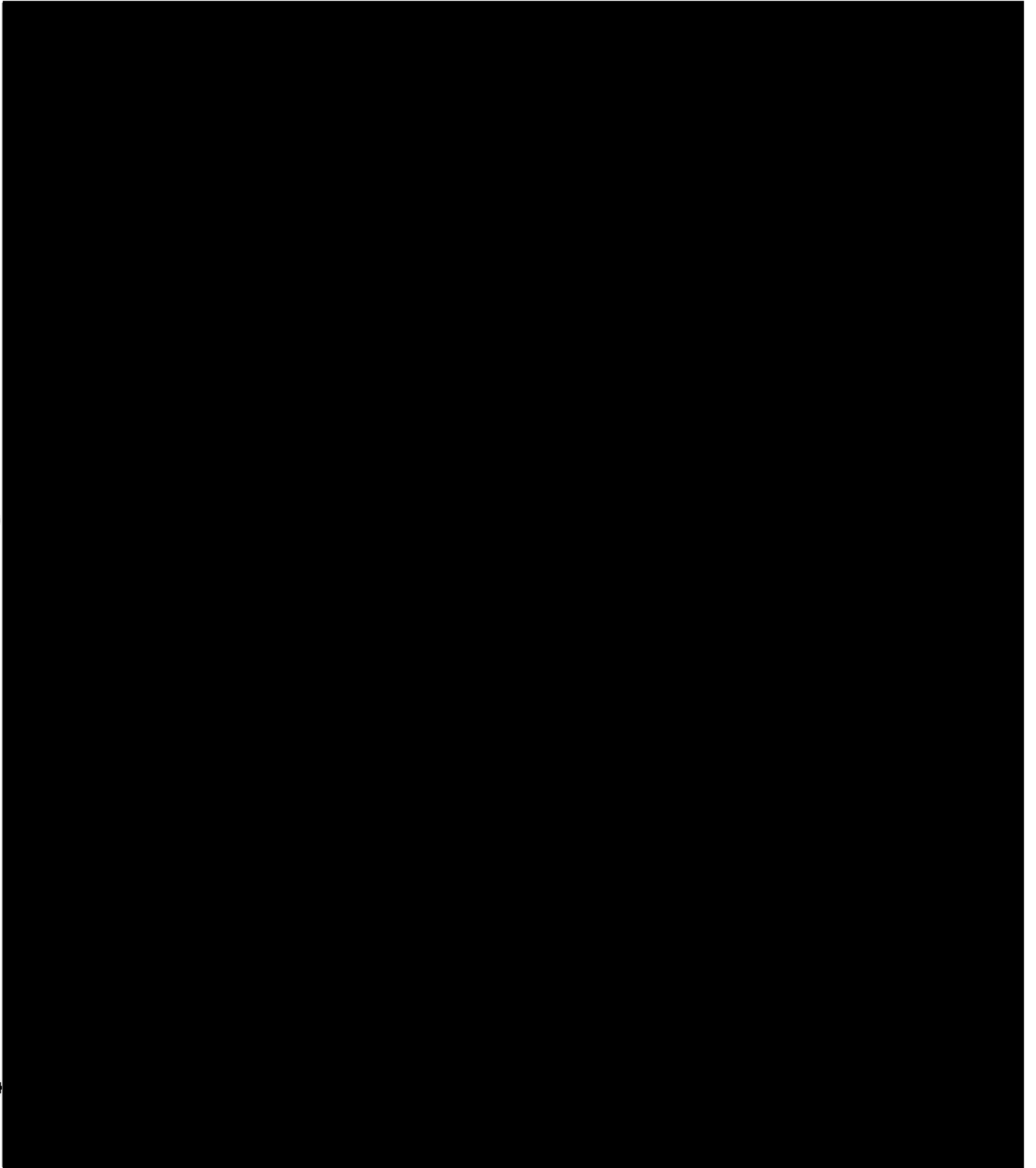
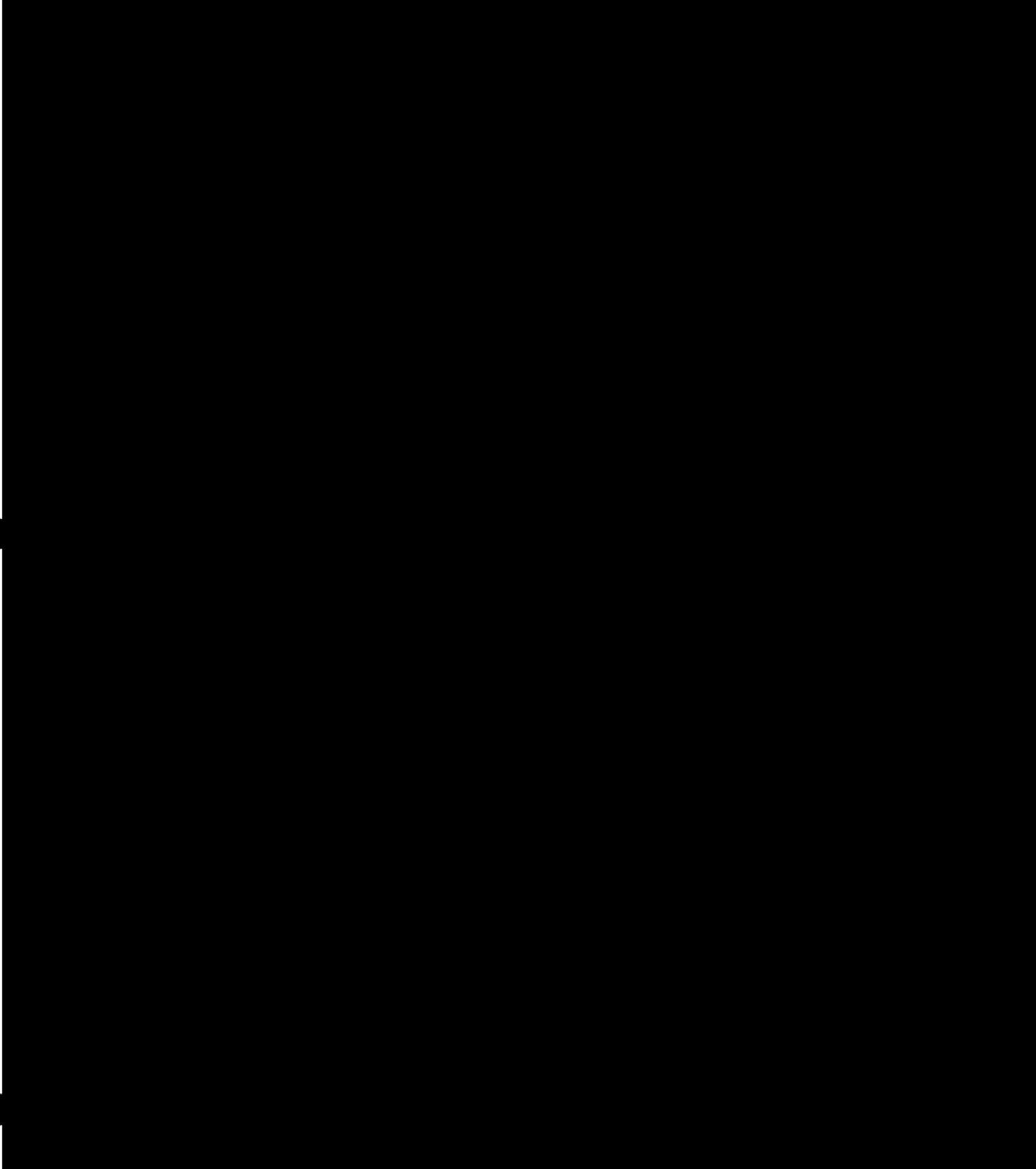
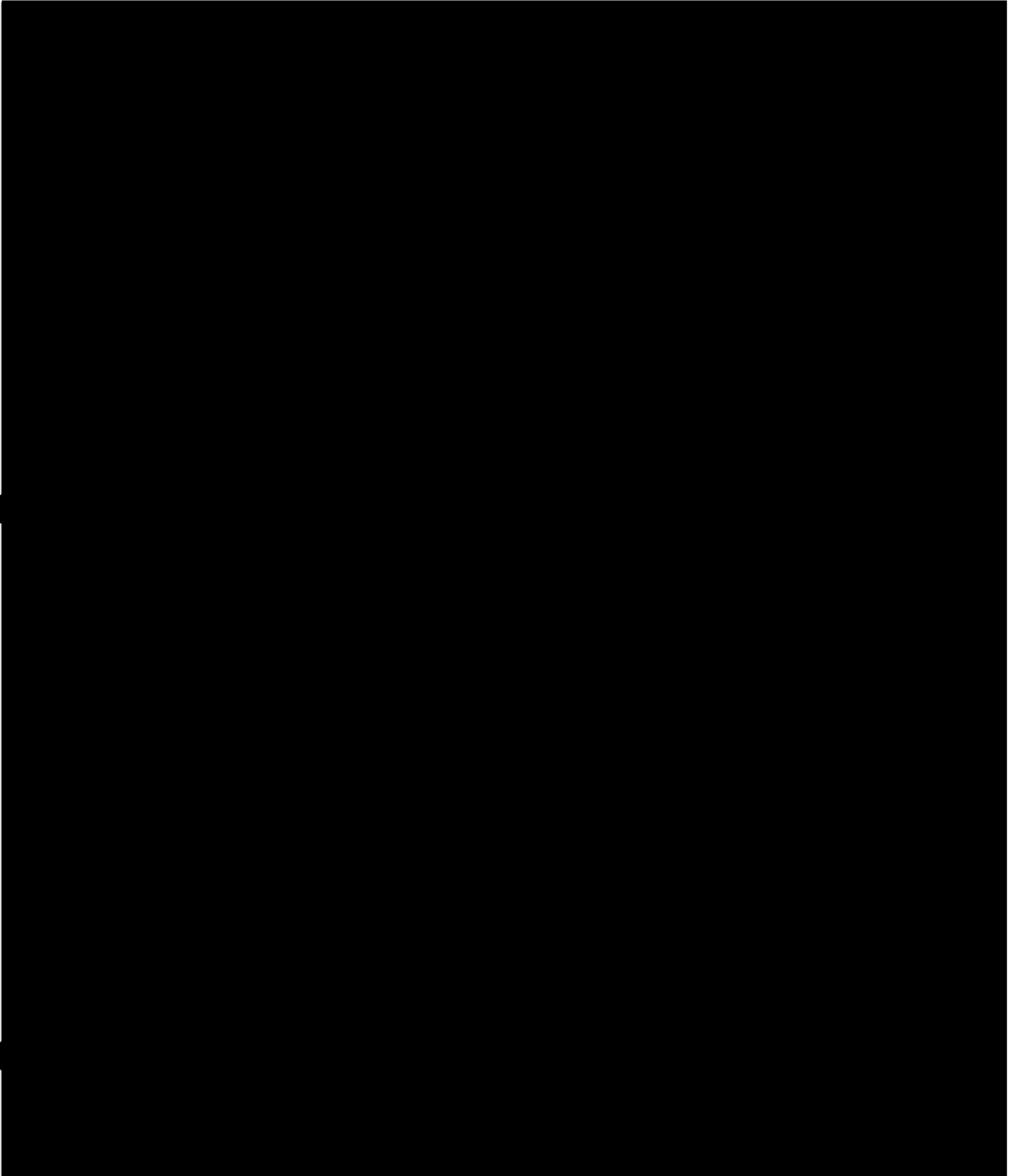
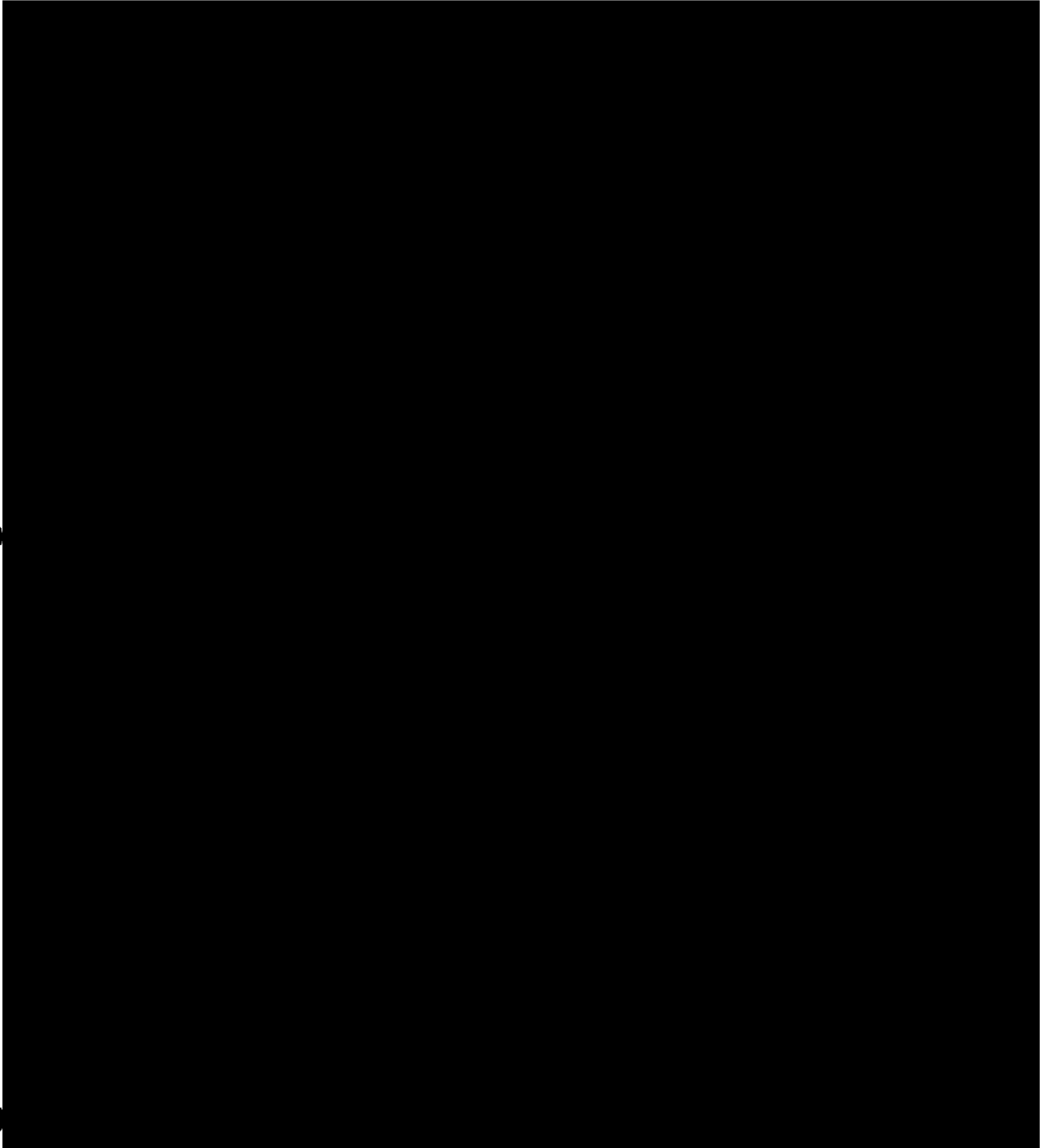
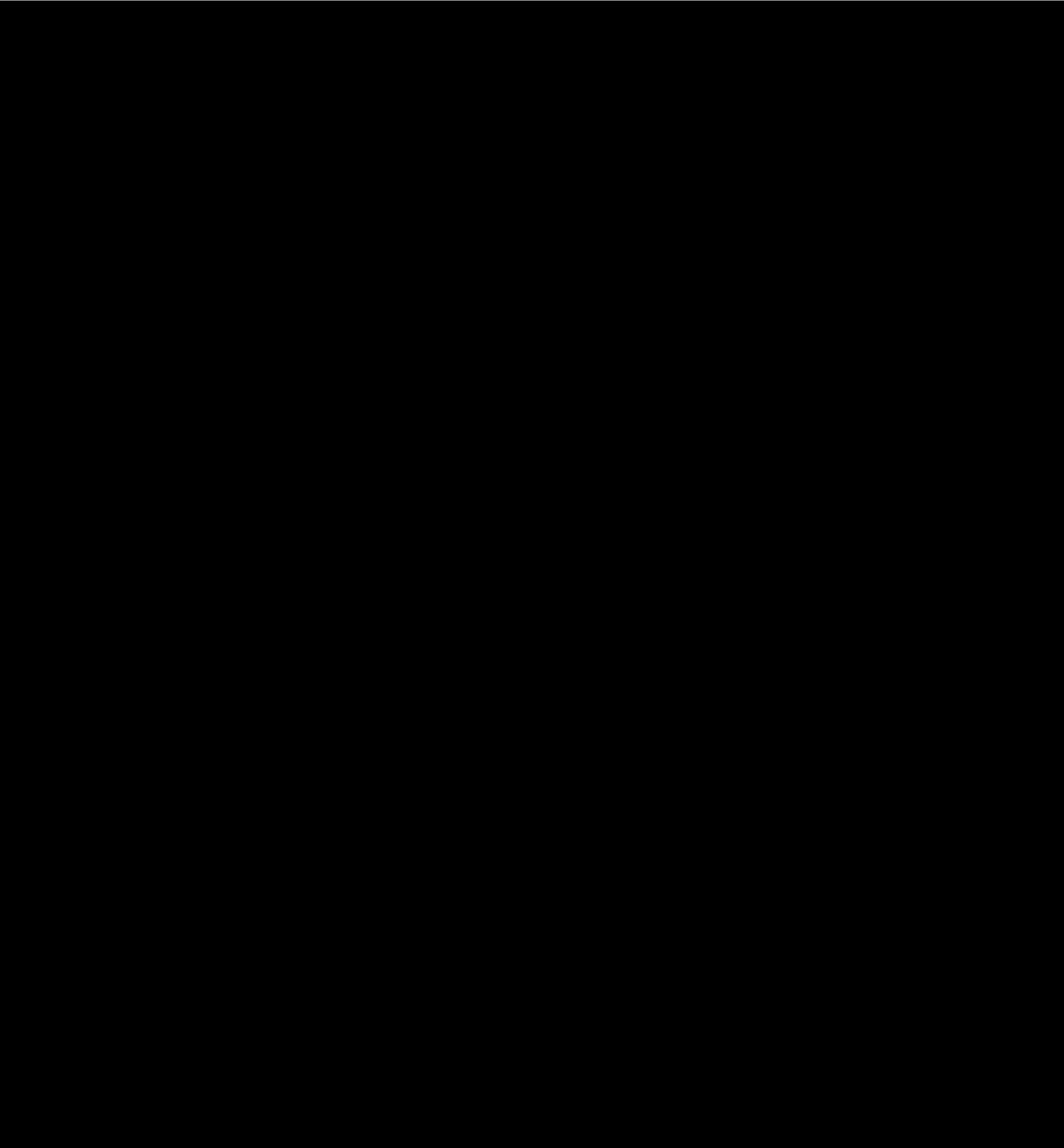


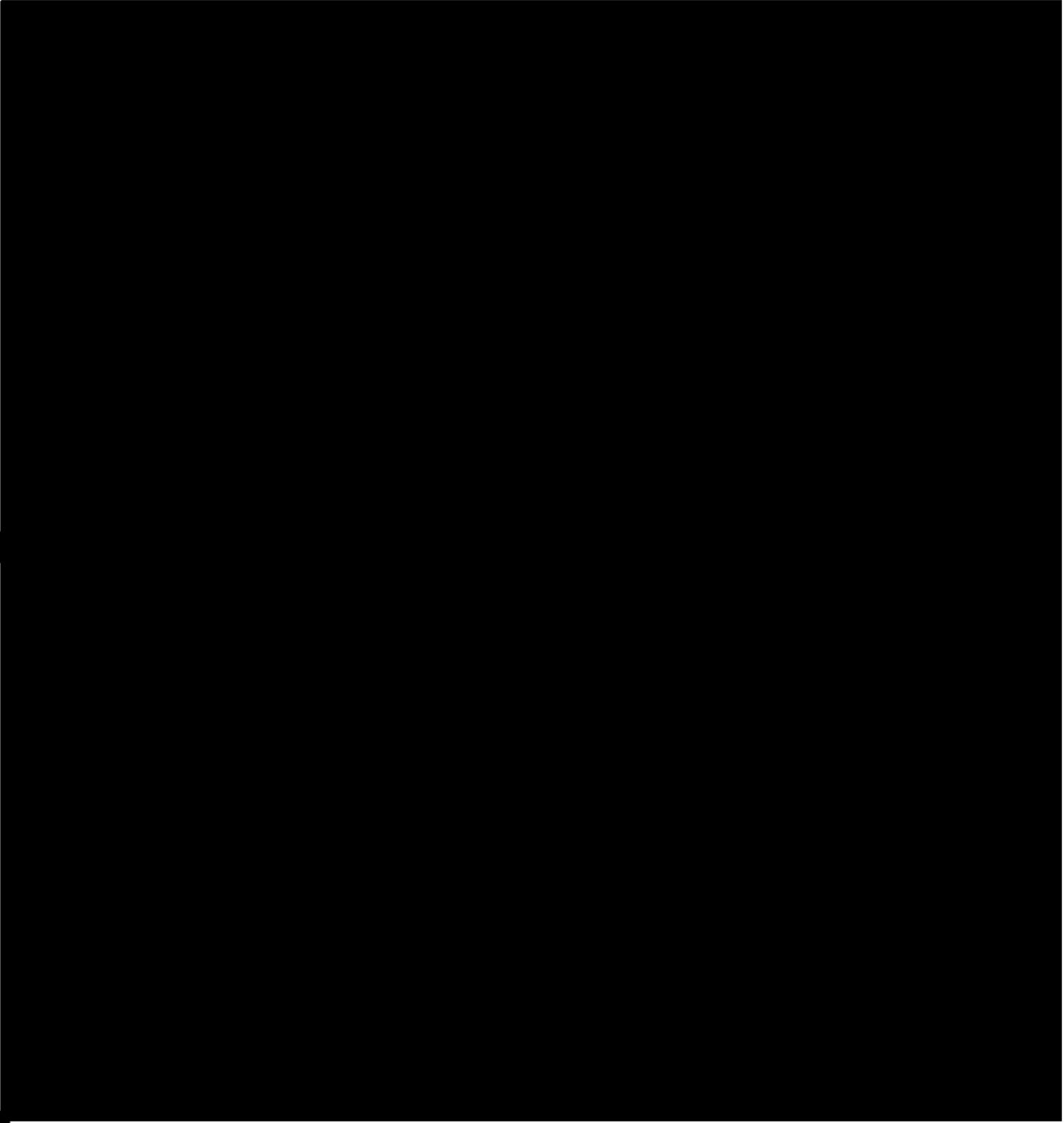
EXHIBIT "T"

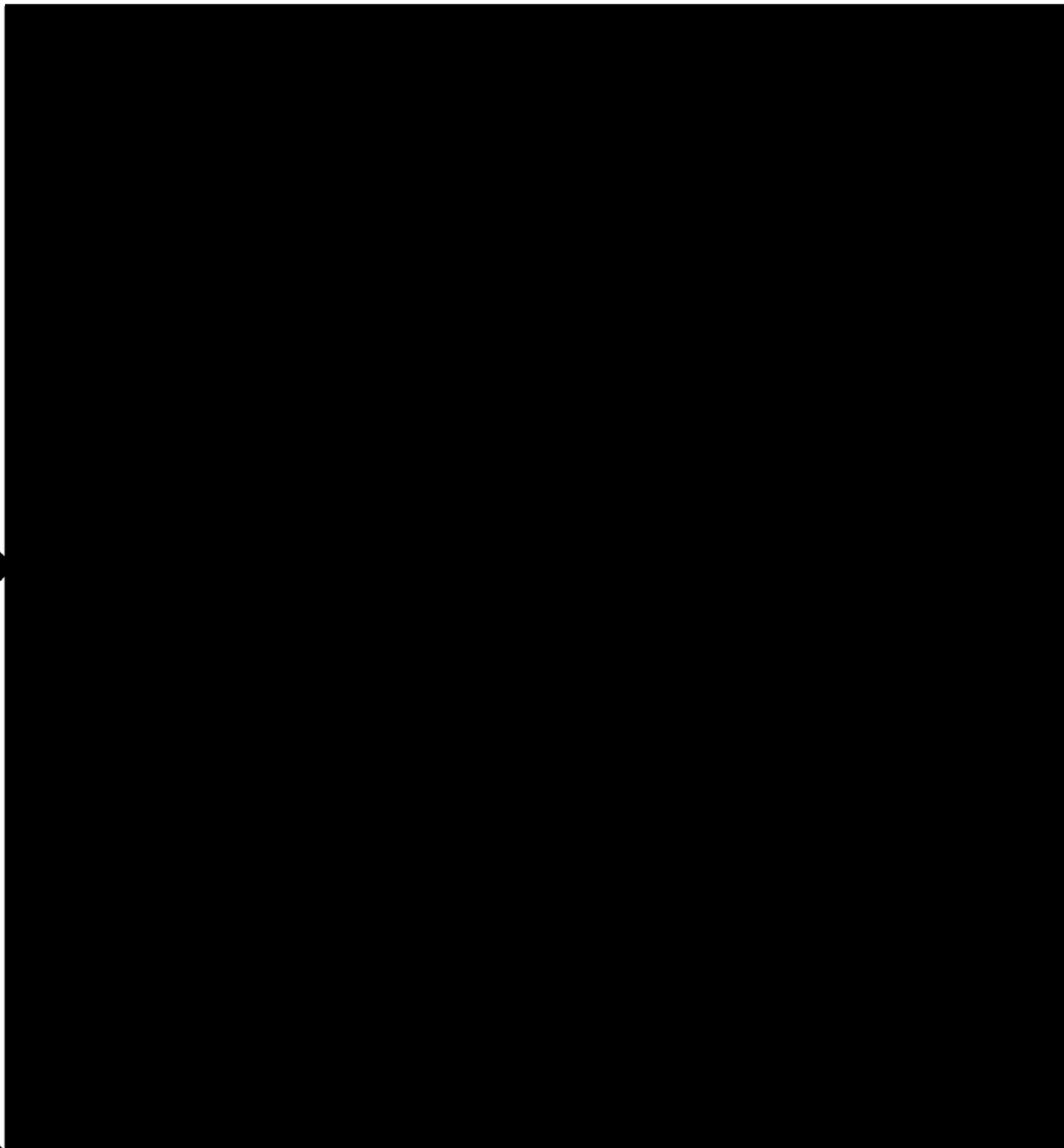












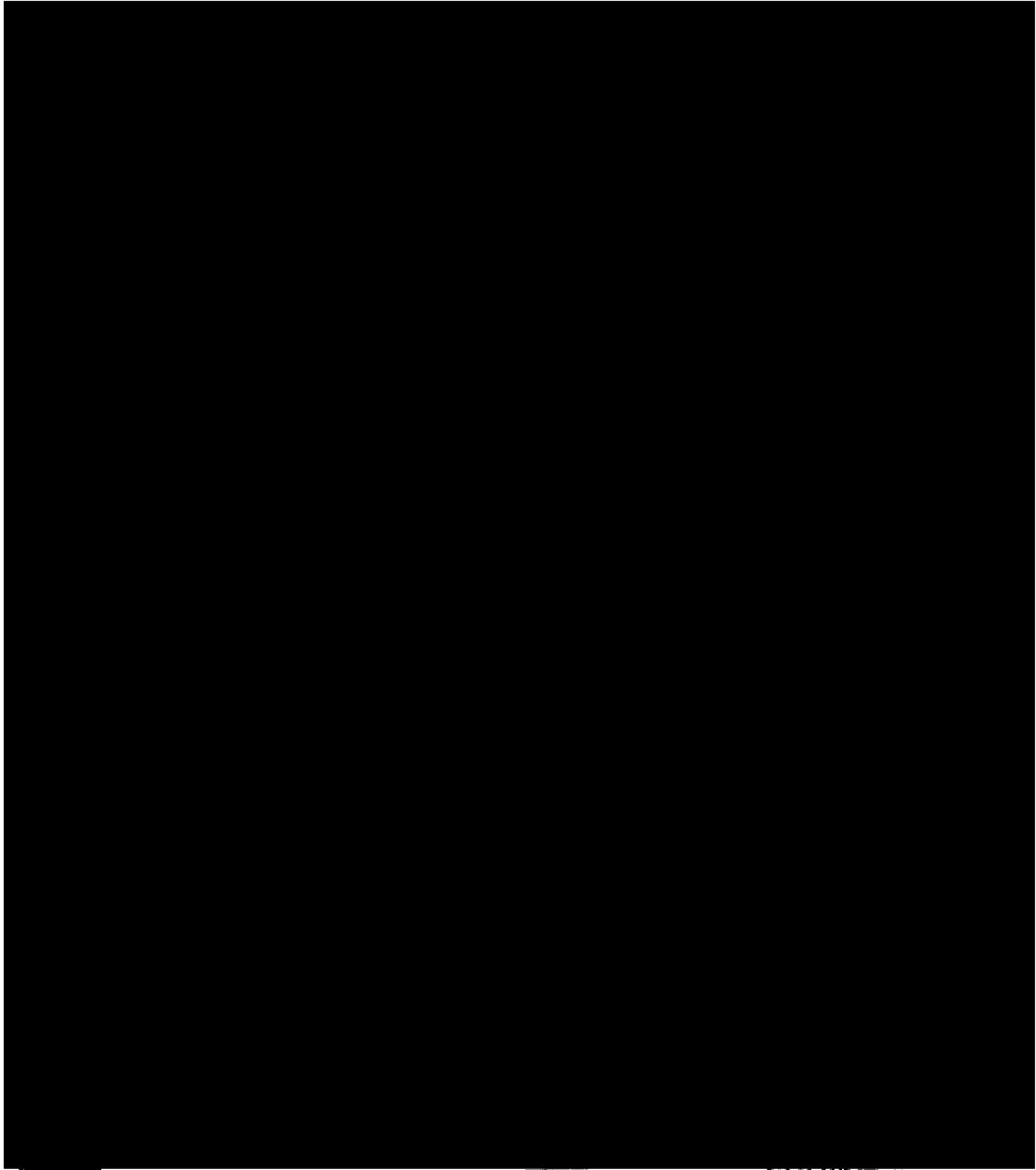
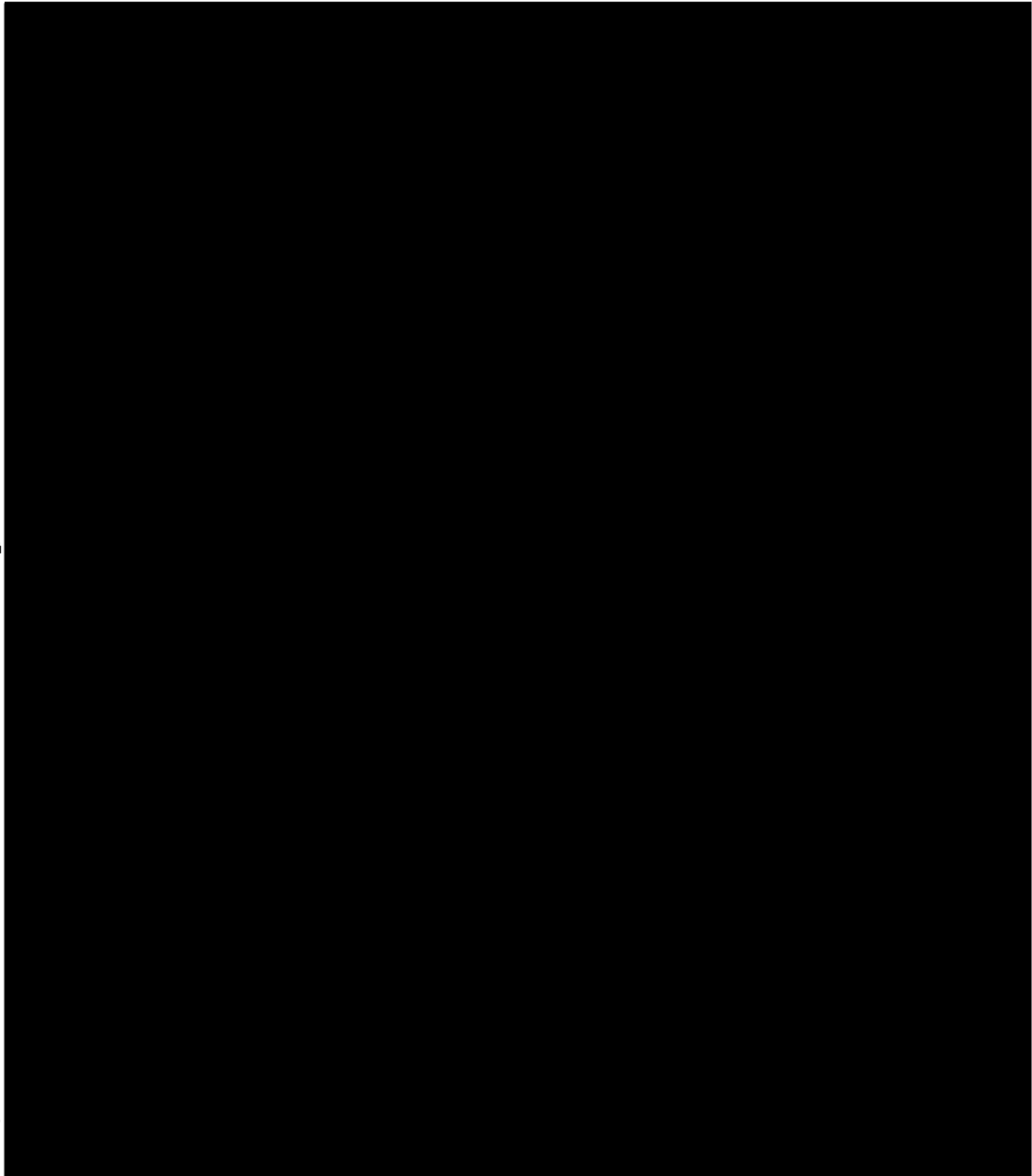
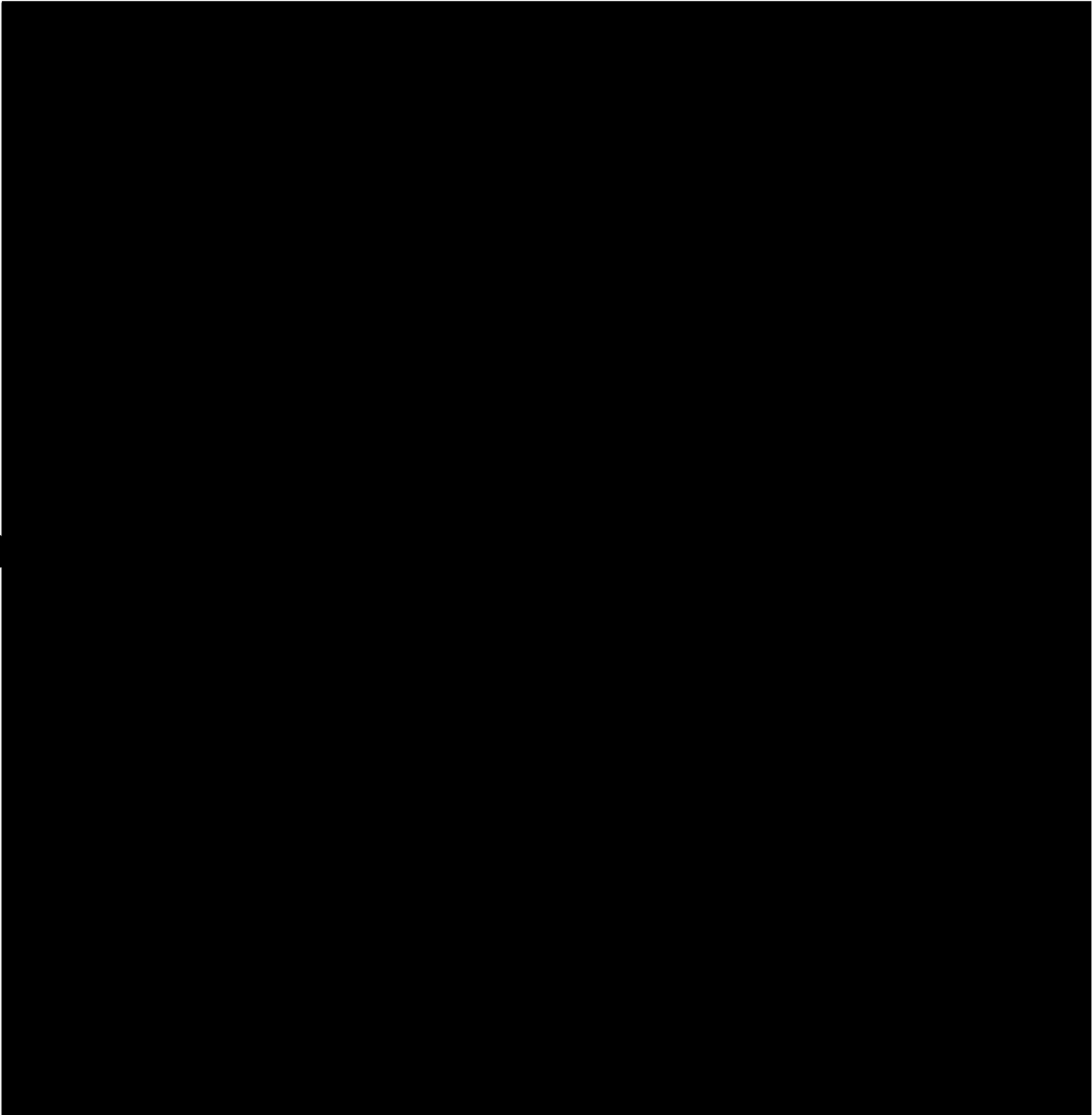


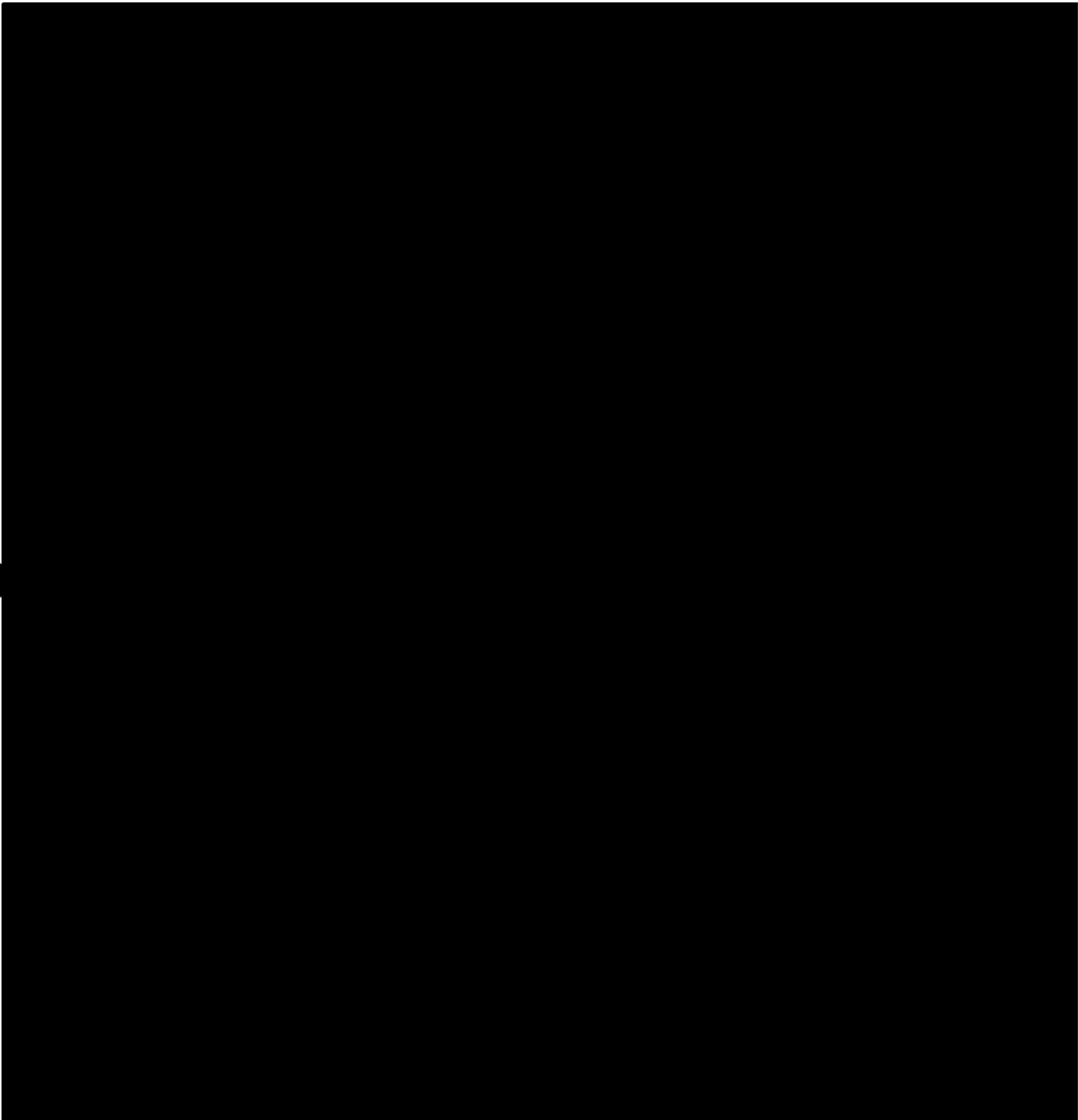
EXHIBIT "1" | 54

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**EXHIBIT G
CONTRACT I-11-4018
CURRENT OBLIGATIONS FOR PROJECT**

Firm Name: Alfred Benesch & Company

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplemental Agreements and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion	Benesch Ref. #
D-91-126-02	PTB 123 – Butterfield Rd. Reconstruction	\$2,490,727.00	\$71,783.01	May 2012	3733
P-91-190-07	PTB 143 – I-55 at Lorenzo Road	\$3,299,644.00	\$670,032.33	December 2012	3920
D-93-029-07	PTB 145 – 017 (WO#5) Abraham Lincoln Memorial Bridge over the IL River	\$18,146.21	\$119.02	Complete	3938.05
D-94-088-06	PTB 152 – I-74/I-155 Interchange	\$5,146,549.00	\$1,500,564.74	June 2012	10056
D-91-191-10	PTB 154 – IL-171/First Avenue	\$1,150,000.00	\$858,752.03	December 2012	10093
P-91-599-10	PTB 156 – 95th & Stony, Phase I	\$1,549,259.00	\$1,397,380.35	June 2013	10114
P-91-201-00	PTB 157/01 – I-290 Widening Study	\$504,328.00	\$361,375.23	December 2012	10041
P-91-772-10	PTB 157/09 – IDOT PM Services	\$2,518,026.16	\$725,425.24	October 2012	10121
C-91-245-11	PTB 158 – IL-64 CM Services	\$5,014,211.00	\$4,934,955.72	December 2013	10135
P-93-013-11	PTB 159 – IL-89 over Illinois River	\$836,625.00	\$794,374.47	December 2012	10141
RR-08-5569	Bridge Rehabilitation, Tri-State Tollway M.P. 40.8	\$1,322,882.88	\$60.41	Complete	10040
RR-08-5569	CM Assist on Ramps B&D	\$40,375.20	\$4,152.30	December 2012	10040.01
I-11-4018	Jane Adams Memorial Reconstruction – Higgins Road to Randall Road; DSE & DCM	\$26,900,000	\$26,900,000	2016	10201.00

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

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL 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):

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 **	\$	-
Total this Subconsultant (ULC)	\$	-

6

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

2

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

7

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

3

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

8

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

4

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

9

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

5

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

10

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

** Additional services funds require prior authorization before use

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

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

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

V3 Exhibits

EXHIBIT "1"

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Project Number: I-11-4018

Consultant: V3 Companies

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	
DCM													
Corridor Manager						156	156	156	156	156	156	156	1092
Section Manager						156	156	156	156	156	156	156	1092
Cosntruct. Review						11	11	11	11	12	12	12	80
Proliance/Document						100	100	100	100	100	100	100	700
Drainage Engineer						150	150	150	150	150	150	140	1040
Permitting						65	65	65	65	65	65	65	455
DSE													
Concept						2100	2100	2100	2100	360	180	180	9120
Package 4-1										848	848	848	2544
Package 4-2										828	828	828	2484
Package 4-3										240	240	240	720
Package 4-4													
Package 4-5													
Package 4-6													
Package 4-7													
TOTALS						2738	2738	2738	2738	2915	2735	2725	19327

- 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 04/09/12

PAGE 218 OF 597

EXHIBIT "1"

Project Number: I-11-4018

Consultant: V3 Companies

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	
DCM													
Corridor Manager	156	156	156	156	156	156	156	156	156	156	156	156	1872
Section Manager	156	156	156	156	156	156	156	156	156	156	156	156	1872
Cosntruct. Review	10	10	10	10	10	10	10	10	10	10	10	10	120
Proliance/Document	85	85	85	85	85	85	85	85	85	85	85	85	1020
Drainage Engineer													
Permitting	63	62	62	62	62	62	62	62	62	62	62	62	745
DSE													
Concept	170	170	170	170	170	170	170	170	170	170	170	170	2040
Package 4-1	850	850											1700
Package 4-2	829	829											1658
Package 4-3	240	239											479
Package 4-4			361	361	361	361	361	361	361	361	361	361	3610
Package 4-5			364	364	364	364	364	364	364	364	364	364	3640
Package 4-6													
Package 4-7													
TOTALS	2559	2557	1364	1364	1364	1364	1364	1364	1364	1364	1364	1364	18756

- 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 04/09/12

EXHIBIT "1"
 OF 219 OF 597

Project Number: I-11-4018

Consultant: V3 Companies

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	
DCM													
Corridor Manager	156	156	156	156	156	156	156	156	156	156	156	156	1872
Section Manager	156	156	156	156	156	156	156	156	156	156	156	156	1872
Cosntruct. Review													
Proliance/Document	85	85	85	85	85	85	85	85	85	85	85	85	1020
Drainage Engineer													
Permitting													
DSE													
Concept	170	170											340
Package 4-1													
Package 4-2													
Package 4-3													
Package 4-4	361	361											722
Package 4-5	365	365											730
Package 4-6			522	522	522	522	522	522	522	522	522	522	5220
Package 4-7													
TOTALS	1293	1293	919	919	919	919	919	919	919	919	919	919	11776

- 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 04/09/12

EXHIBIT "1"
 PAGE 210 OF 591

Project Number: I-11-4018

Consultant: V3 Companies

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	
DCM													
Corridor Manager	112	112	112	112	112	112	112	112	112	112	112	112	1344
Section Manager	112	112	112	112	112	112	112	112	112	112	112	112	1344
Cosntruct. Review													
Prollance/Document	55	55	55	55	55	55	55	55	55	55	55	55	660
Drainage Engineer													
Permitting													
DSE													
Concept													
Package 4-1													
Package 4-2													
Package 4-3													
Package 4-4													
Package 4-5													
Package 4-6	524	523											1047
Package 4-7			530	530	530	530	530	530	530	530	530	530	5300
TOTALS	803	802	809	809	809	809	809	809	809	809	809	809	9695

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 04/07/12

EXHIBIT "1"
 221 OF 597

Project Number: I-11-4018

Consultant: V3 Companies

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DCM													
Corridor Manager	92	92											184
Section Manager	92	92											184
Cosntruct. Review													
Prolfiance/Document	40	40											80
Drainage Engineer													
Permitting													
DSE													
Concept													
Package 4-1													
Package 4-2													
Package 4-3													
Package 4-4													
Package 4-5													
Package 4-6													
Package 4-7	530	530											1060
TOTALS	754	754											1508

- 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 04/09/12

EXHIBIT "1"
 PAGE 222 OF 597

Project No. I-11-4018

Consultant: V3 Companies

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 61,062.00
(From Exhibit C-3)

Total Dollars: \$ 2,944,893.00
(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

\$ 8,245,700.40

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 167,800.00

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)

\$ 8,413,500.40

Date: 4/12/2012

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?
Division Director	Tomas Valaitis	70.00	70.00	No
	David Heslinga	70.00		
Engineer I	Anne Zhang	26.50	26.75	No
	Steve Jandick	26.50		
	Andrew McDonald	26.50		
	Katelyn Gierut	27.50		
Engineer II	Elliott Van Stelle	28.50	29.64	No
	Michael Martin	30.77		
Engineer III	Christopher Hanchett	31.00	30.33	No
	Jacob Bauer	30.00		
	Matthew Champine	30.00		
	Lauren Montero	30.00		
	Elora Ibay	31.00		
	Byron Kutz	30.00		
Principal	Thomas Slowinski	64.42	67.21	No
	Louis Gallucci	70.00		
Project Engineer I	Daniel Sherman	35.75	34.45	No
	Jacob Mudde	31.25		
	Carrie Pintar	36.00		
	Daren Ellefson	32.00		
	Jennifer Leden	39.00		
	Ryan Wagner	32.70		
Project Engineer II	Victoria Sykes	37.35	36.93	No
	Jason Holy	36.50		
Project Manager I	Heidi Voirol	43.00	43.00	No
Project Manager II	Jefferey Kline	53.00	50.87	No
	Michael Rechlorik	55.35		
	Jennifer Maercklein	44.25		
Senior Project Engineer	Christopher Burke	43.00	43.00	No

SHEET 1 of 2

Project No.: I-11-4018

Consultant: V3 Companies

Date: 4/12/2012

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 45 NO. OF MONTHS
 SCHEDULED START DATE: 6/1/2012
 RAISE DATE: 4/1/2013
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR

Date	-	Date	Date	-	Date	Date	-	Date	Date	-	Date	Date
6/1/2012	-	3/31/2013	4/1/2013	-	3/31/2014	4/1/2014	-	3/31/2015	4/1/2015	-	2/28/2016	
10.0			12.0			12.0			11.0			
45.0			45.0			45.0			45.0			60.0
22.22%			27.47%			28.29%			26.71%			
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: 104.69%

EXHIBIT "1"
PAGE 226 OF 597

Project No.: I-11-4018

Consultant: V3 Companies

Date: 4/12/2012

Total Escalation Factor from C-2: 104.69%

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)
Division Director	\$70.00	\$70.00	12,728.00	\$ 890,960.00
Engineer I	\$26.75	\$28.00	1,896.00	\$ 53,088.00
Engineer II	\$29.64	\$31.03	2,186.00	\$ 67,832.00
Engineer III	\$30.33	\$31.75	2,878.00	\$ 91,377.00
Principal	\$67.21	\$70.00	760.00	\$ 53,200.00
Project Engineer I	\$34.45	\$36.07	6,200.00	\$ 223,634.00
Project Engineer II	\$36.93	\$38.66	4,600.00	\$ 177,836.00
Project Manager I	\$43.00	\$45.02	2,000.00	\$ 90,040.00
Project Manager II	\$50.87	\$53.26	6,400.00	\$ 340,864.00
Senior Project Engineer	\$43.00	\$45.02	2,800.00	\$ 126,056.00
Senior Project Manager	\$62.42	\$65.35	8,474.00	\$ 553,776.00
Construction Technician III	\$33.00	\$34.55	360.00	\$ 12,438.00
Technician I/II	\$24.50	\$25.65	1,200.00	\$ 30,780.00
Technician III	\$25.00	\$26.17	5,400.00	\$ 141,318.00
Administration	\$28.25	\$29.58	180.00	\$ 5,324.00
Design Technician III	\$27.50	\$28.79	3,000.00	\$ 86,370.00

Total Estimated Work Hours: 61,062.00
Must Match Exhibit A
 Total Direct Labor: \$ 2,944,893.00
 Average Hourly Rate: \$ 48.23

- (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

EXHIBIT "1"

Date Revised 04/09/12

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate	\$ 45.00	X	240	\$	<u>10,800.00</u>
	Includes Tolls		No. of Days		

Mileage	\$ 0.510	X	4,000	\$	<u>2,040.00</u>
	Mileage Rate		No. of Miles		

(Use mileage rate found at:

<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>

TOTAL VEHICLE REIMBURSEMENT	\$	<u>12,840.00</u>
------------------------------------	-----------	-------------------------

B. ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here:

\$ 4,960.00

http://www.illinoistollway.com/documents/10157/36206/LG_TOL_LWAY_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

Wetland Credits

Printing

ComEd Powerfeeds

Shipping/Messenger

Date Revised 04/09/11 **TOTAL ITEMIZED DIRECT COSTS**

\$ 145,000.00

EXHIBIT "1"

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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)
Construction Technician III	80.00	\$17.28	\$ 1,382.00
Design Technician III	49.00	\$14.40	\$ 706.00
Technician I/II	90.00	\$12.83	\$ 1,155.00
Technician III	71.00	\$13.09	\$ 929.00
Administration	56.00	\$14.79	\$ 828.00

TOTAL PREMIUM OVERTIME \$ 5,000.00

(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)
Overtime	Including Tolls
Tolls	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
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) \$45/day (Maximum)
DAILY RATE ONLY 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-11-401B

Consultant: V3 Companies

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Louis Gallucci

Classification: Principal

Project Manager: Tomas Valaitis

Classification: Division Director

Project Engineer: David Heslinga

Classification: Division Director

Resident Engineer: George Schober

Classification: Senior Project Manager

Documentation Engineer: Jennifer Leden

Classification: Project Engineer I

Project Civil Engineer: Vince DelMedico

Classification: Project Manager II

Project Structural Engineer: William Vegrzyn

Classification: Senior Project Manager

Project Drainage Engineer: Jennifer Maercklein

Classification: Project Manager II

Senior Engineer: Phillip Maloney

Classification: Senior Project Manager

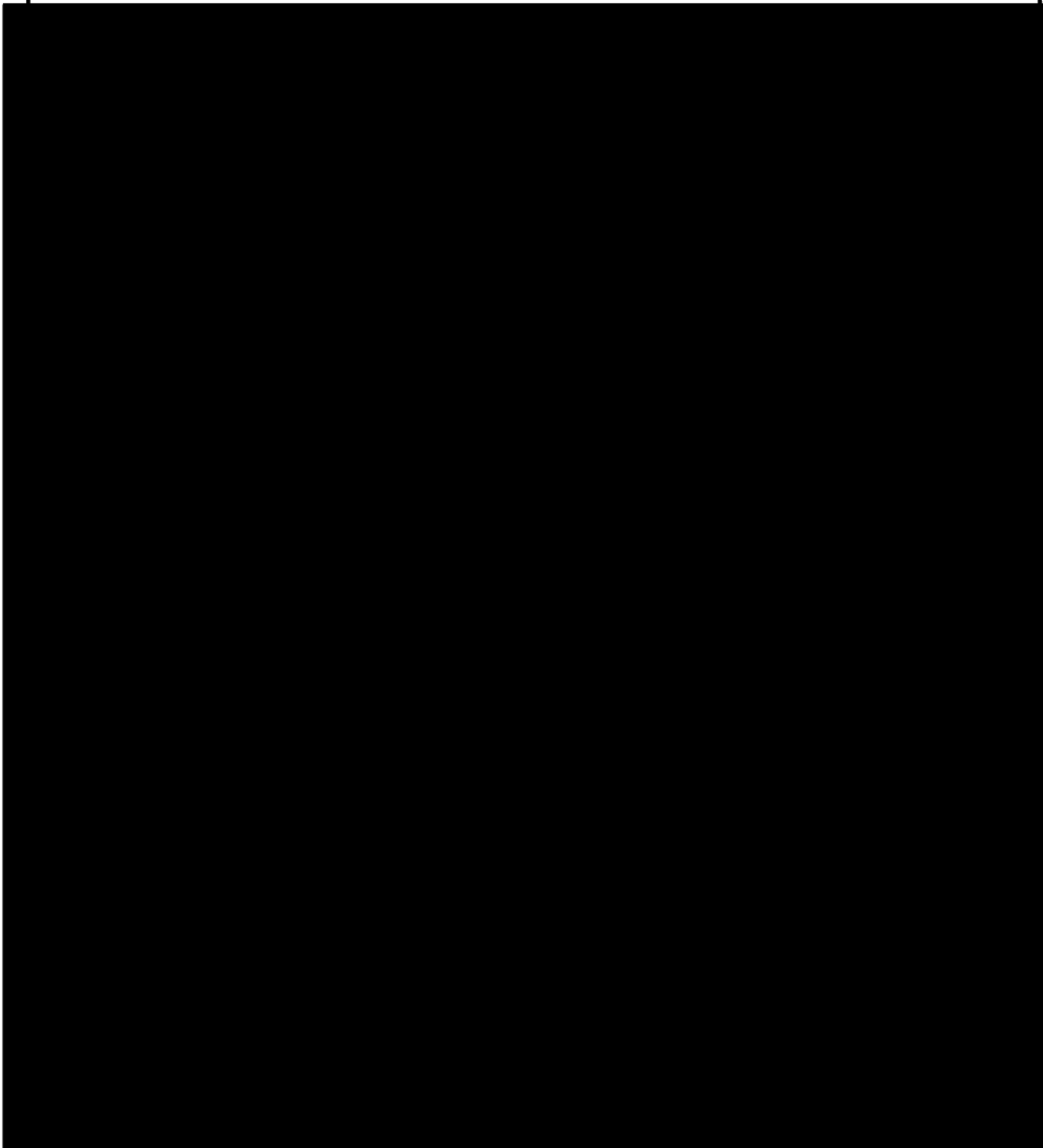
Others: _____

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

Attach resumes of all key personnel

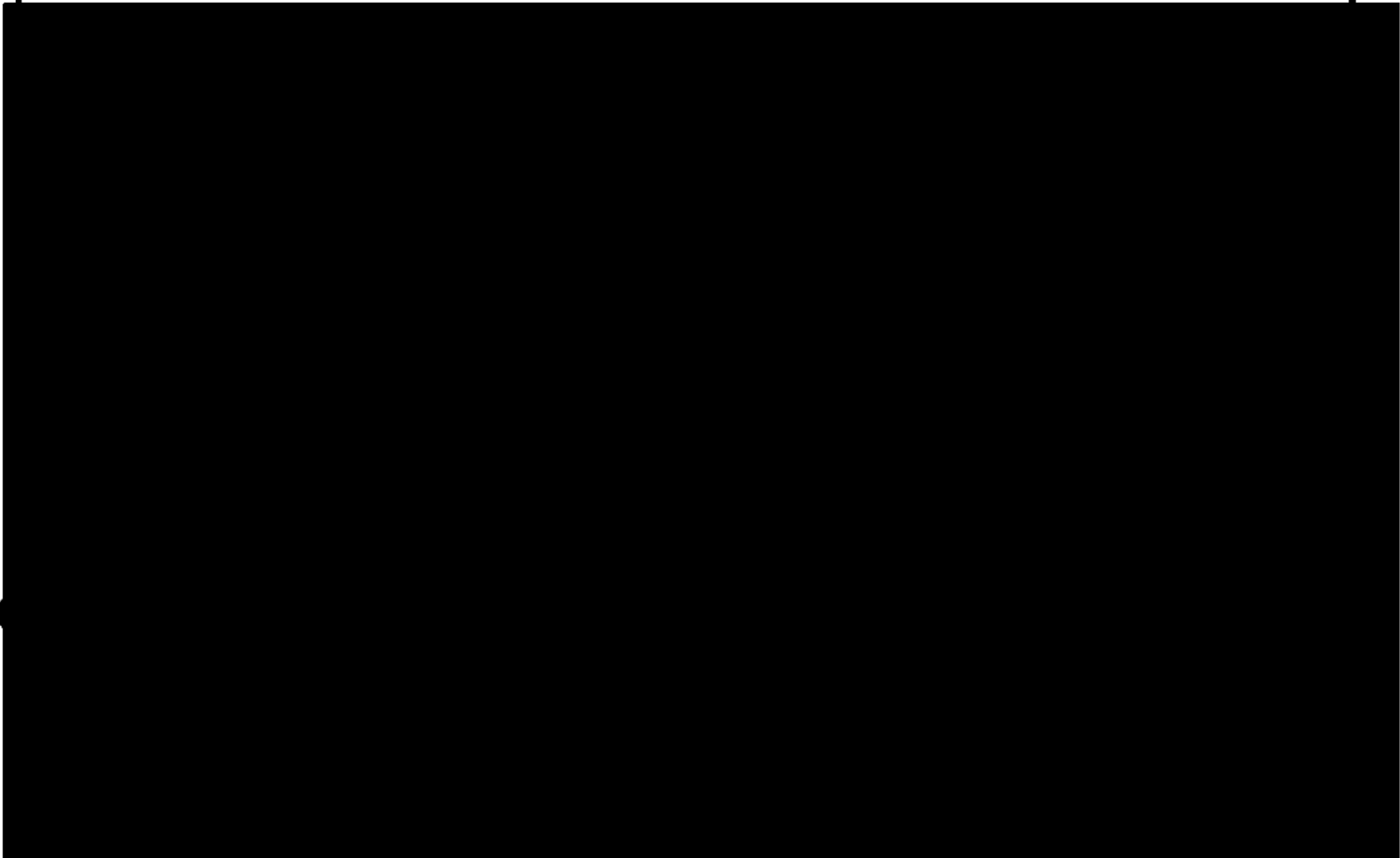


LOU GALLUCCI, P.E.
PRINCIPAL/DIRECTOR OF PUBLIC SECTOR
SERVICES



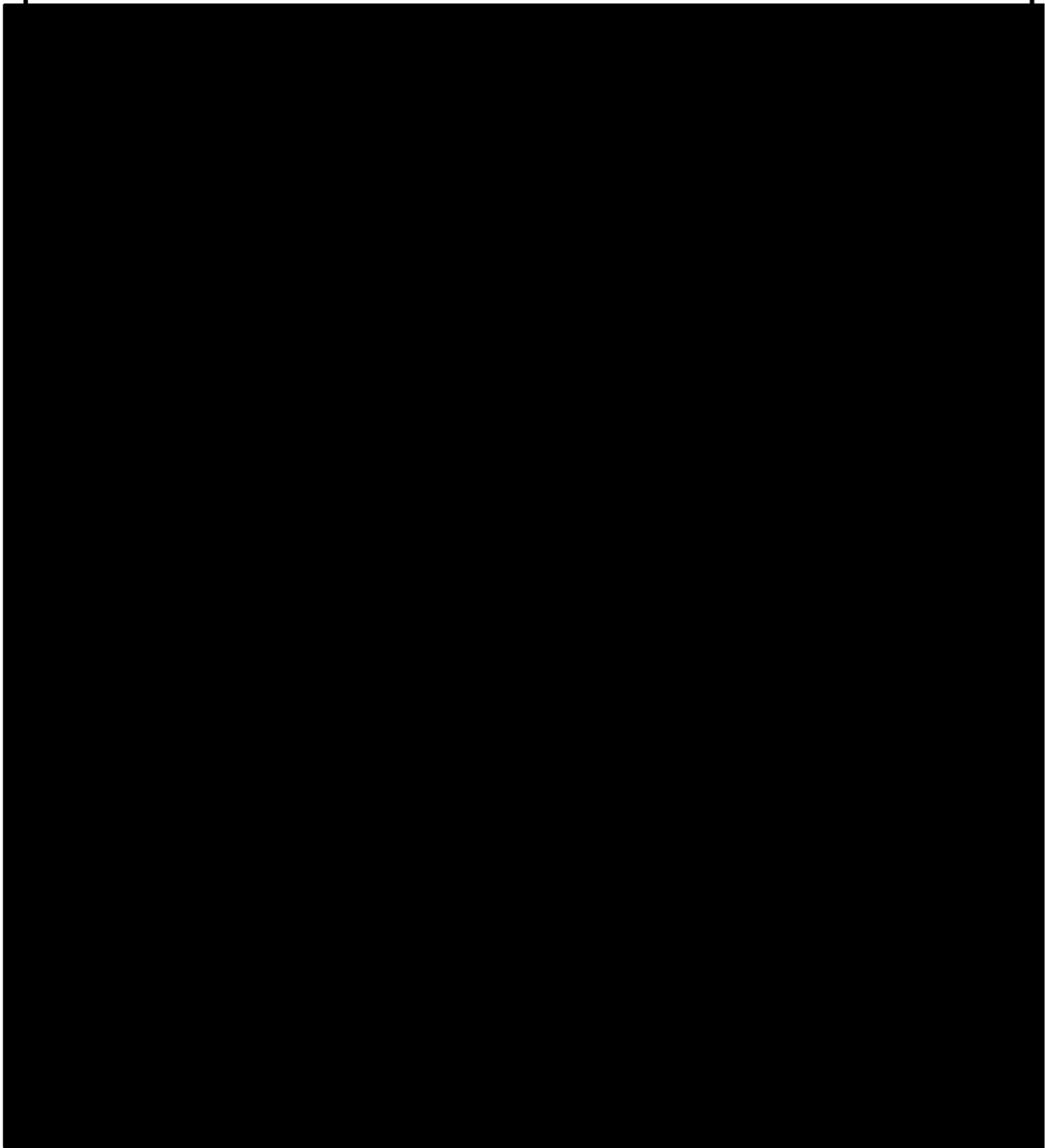


LOU GALLUCCI, P.E.
PRINCIPAL/DIRECTOR OF PUBLIC SECTOR
SERVICES





TOM VALAITIS, P.E.
DIRECTOR OF CONSTRUCTION ENGINEERING

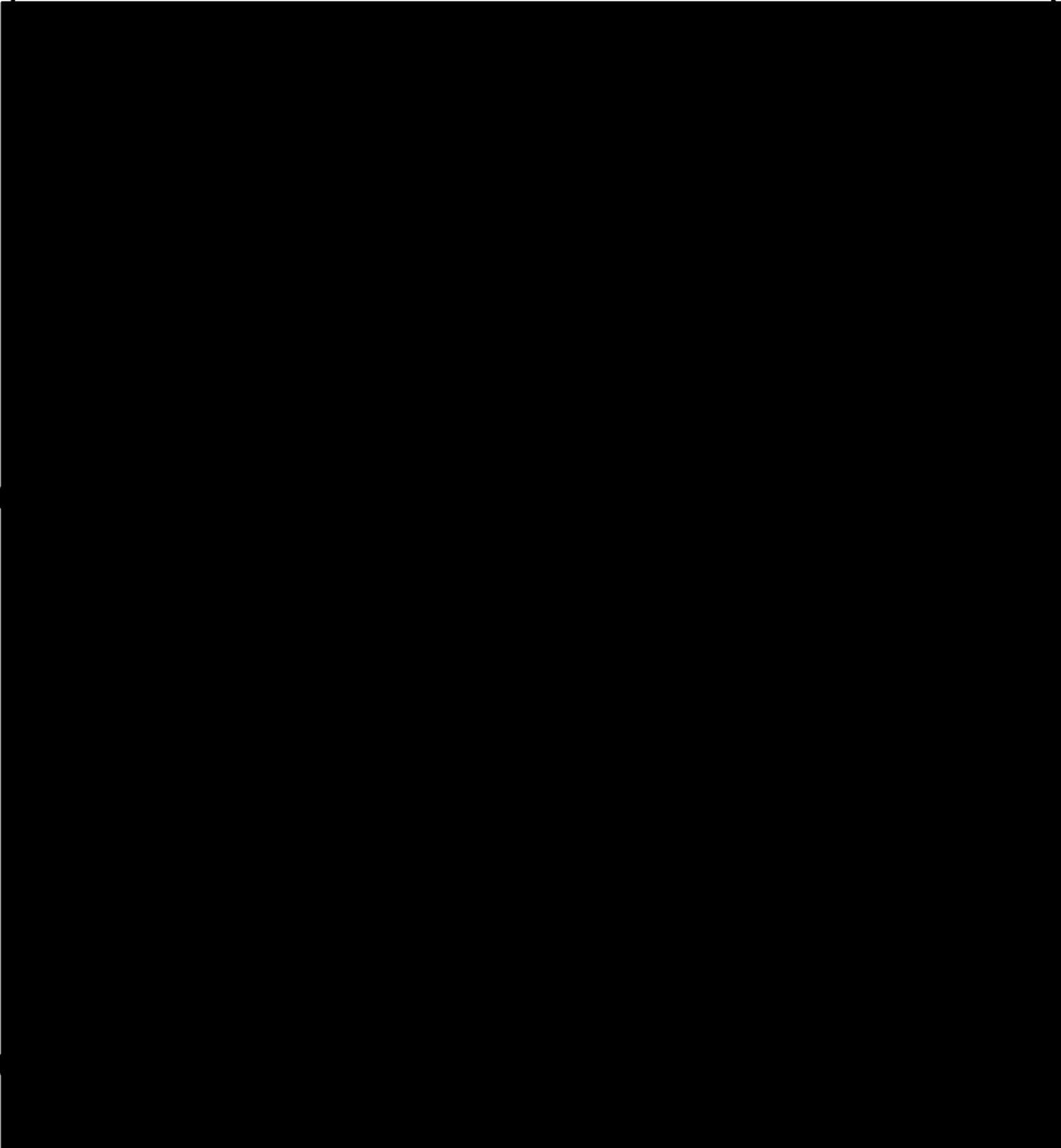




TOM VALAITIS, P.E.
DIRECTOR OF CONSTRUCTION ENGINEERING

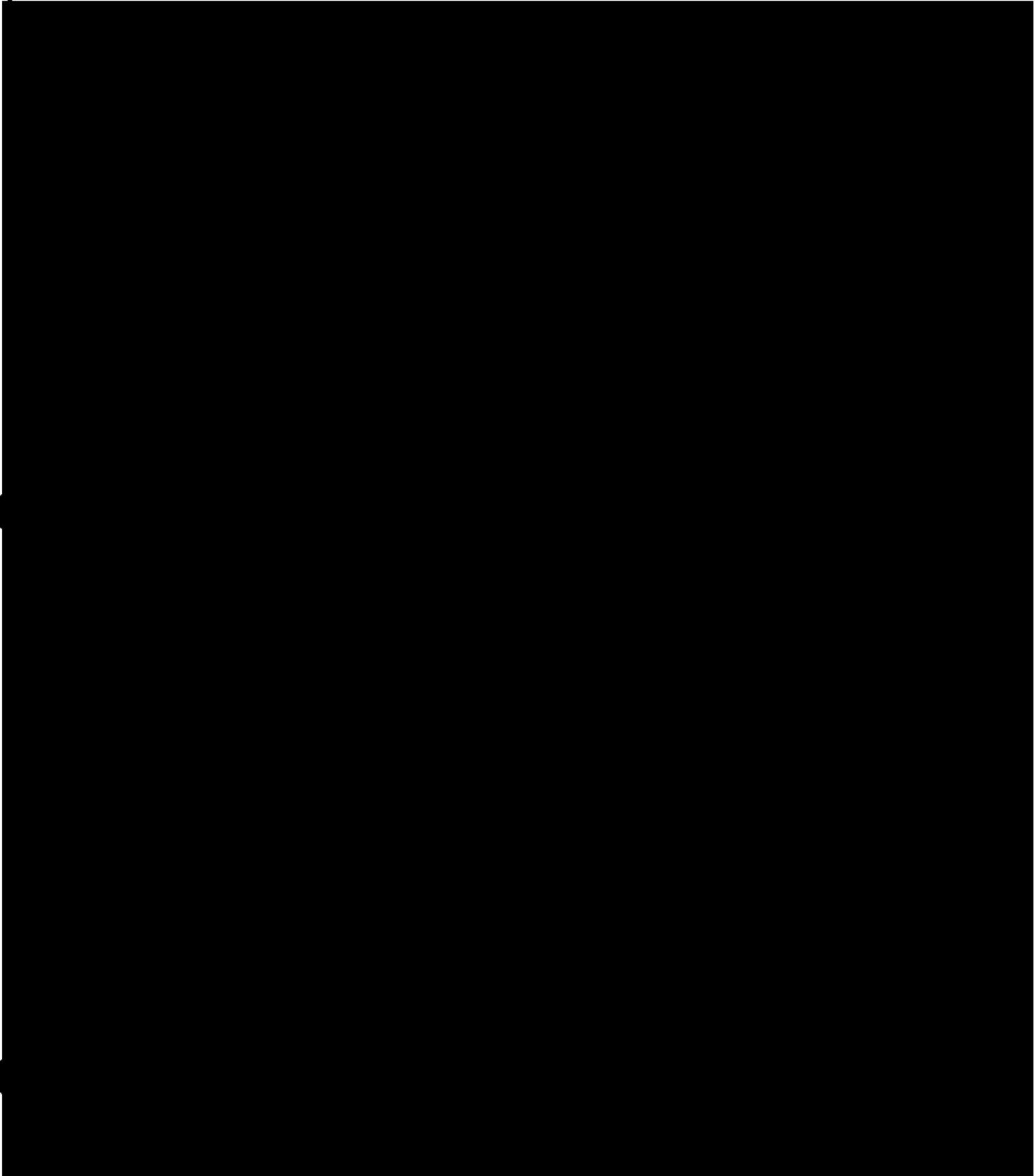


DAVE HESLINGA, P.E.
DIRECTOR OF TRANSPORTATION &
MUNICIPAL ENGINEERING



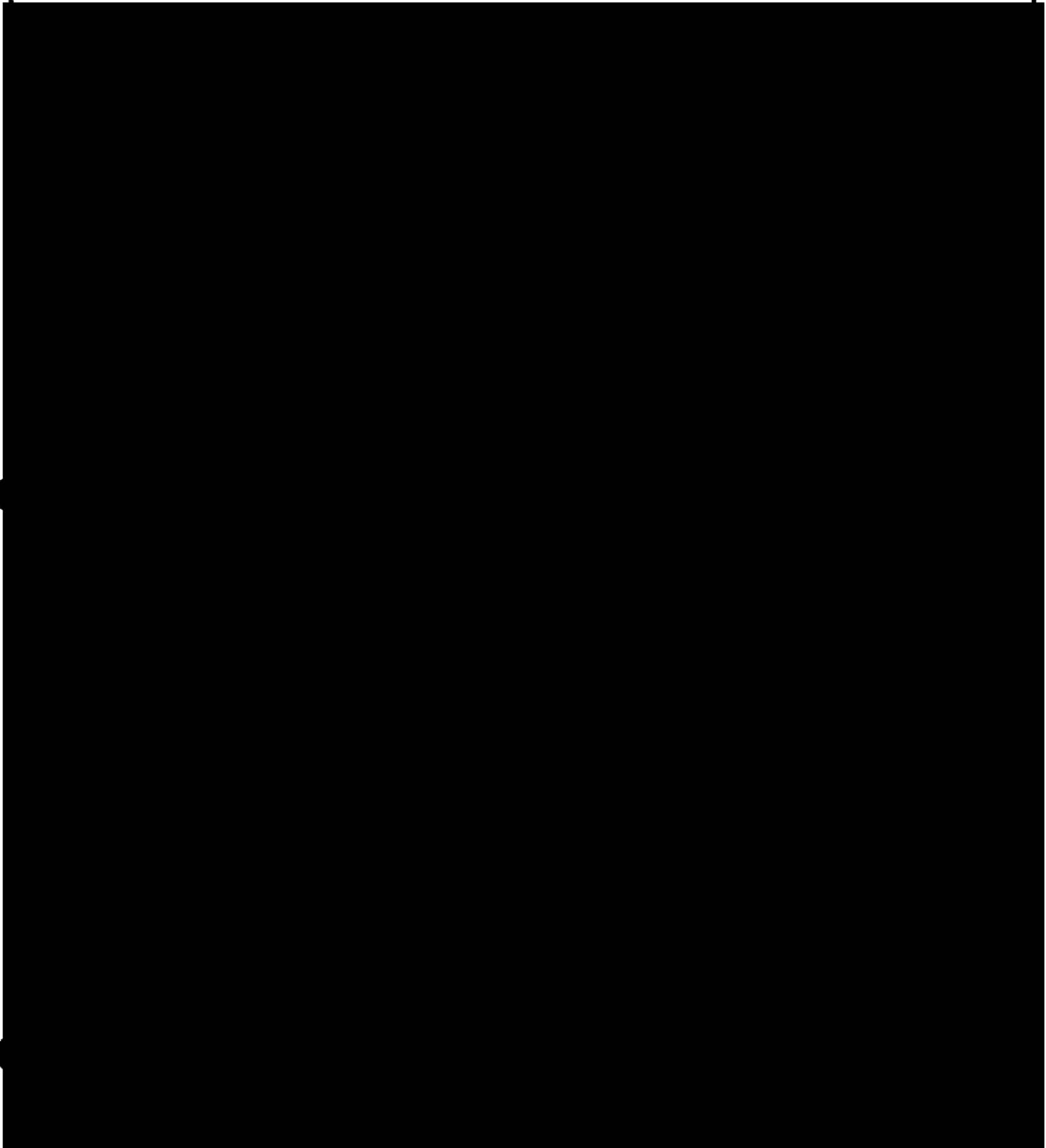


DAVE HESLINGA, P.E.
DIRECTOR OF TRANSPORTATION &
MUNICIPAL ENGINEERING



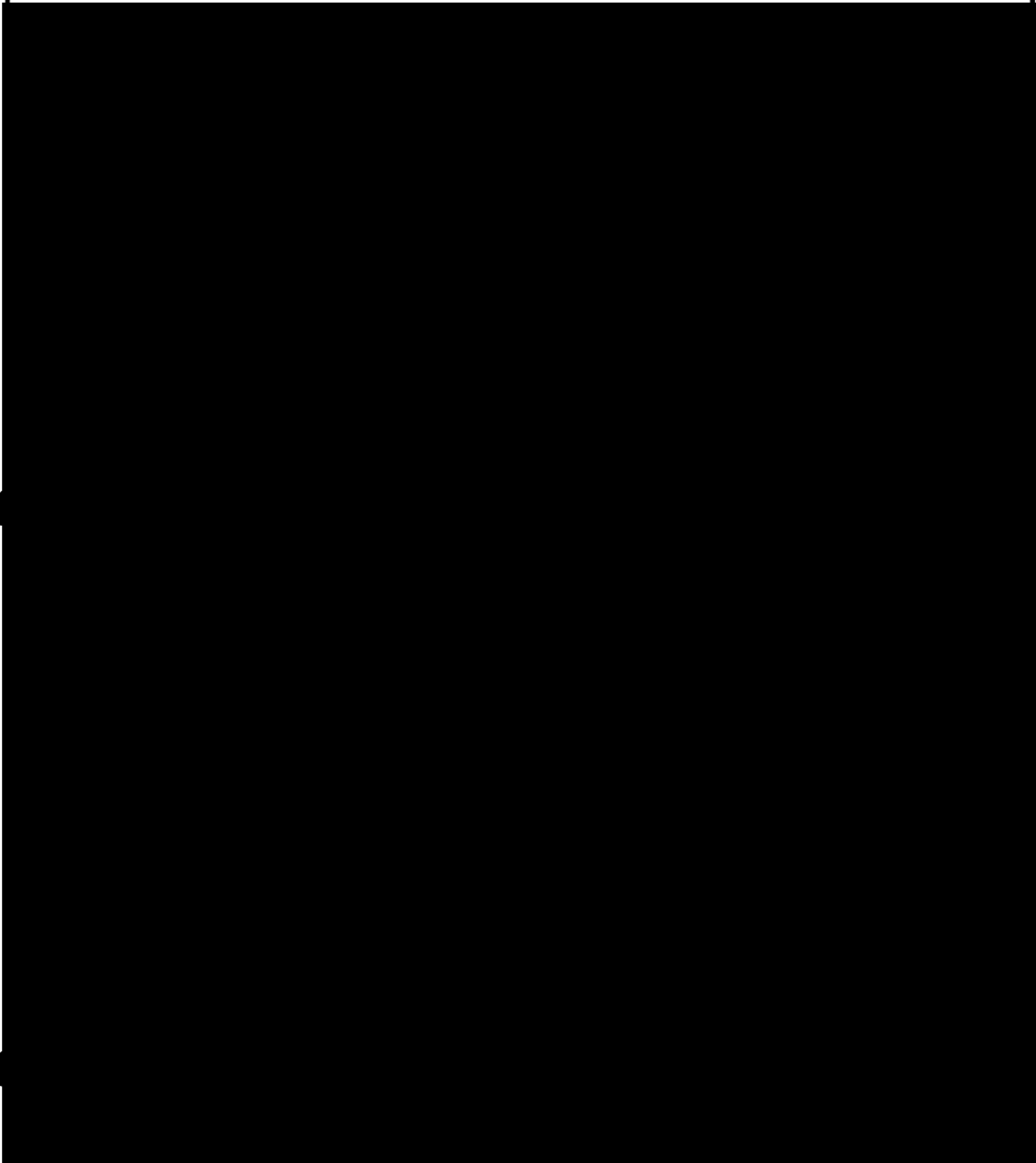


GEORGE SCHOBER, P.E.
SENIOR PROJECT MANAGER



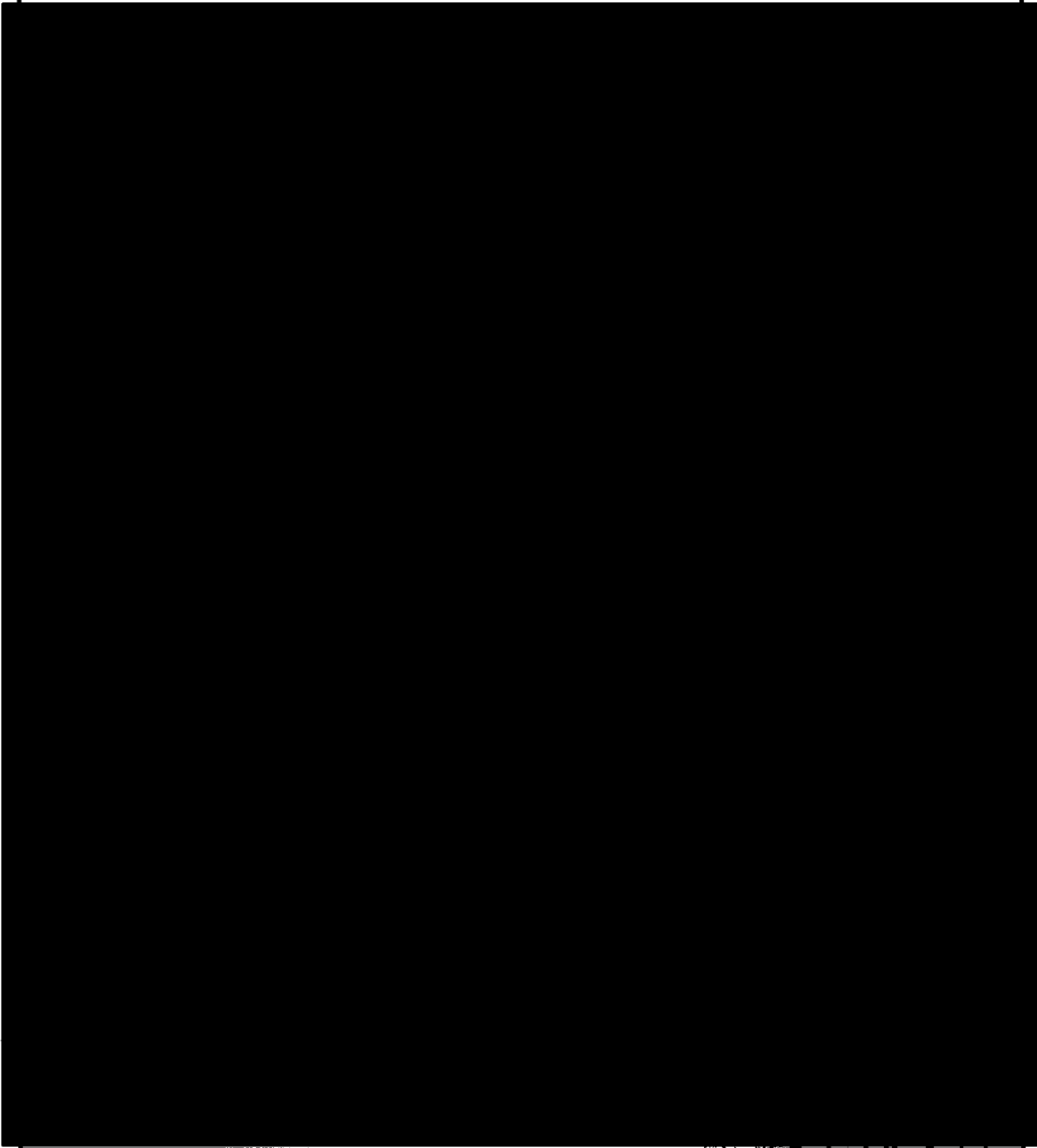


GEORGE SCHOBER, P.E.
SENIOR PROJECT MANAGER



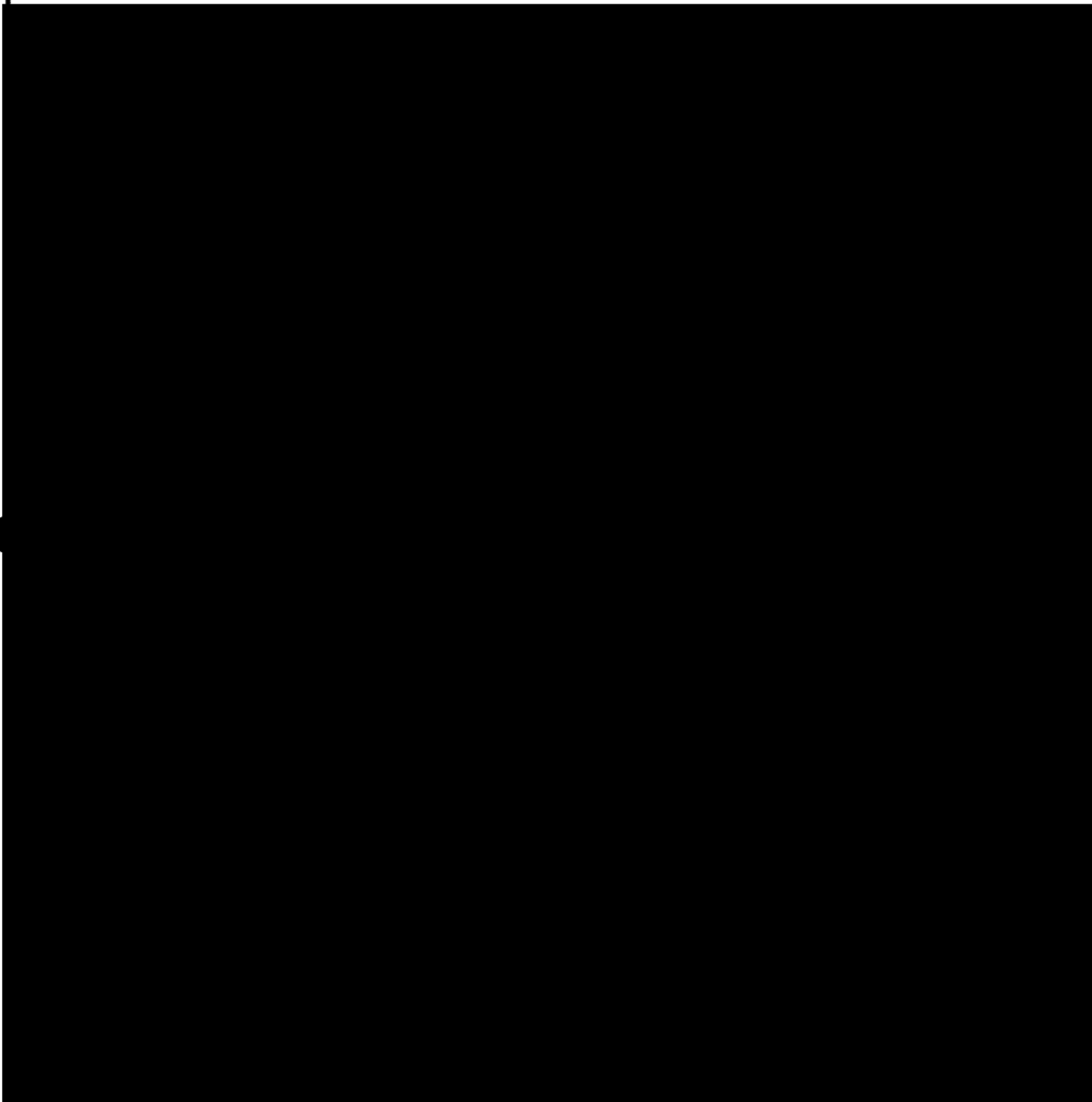


JEN LEDEN, E.I.T.
PROJECT ENGINEER



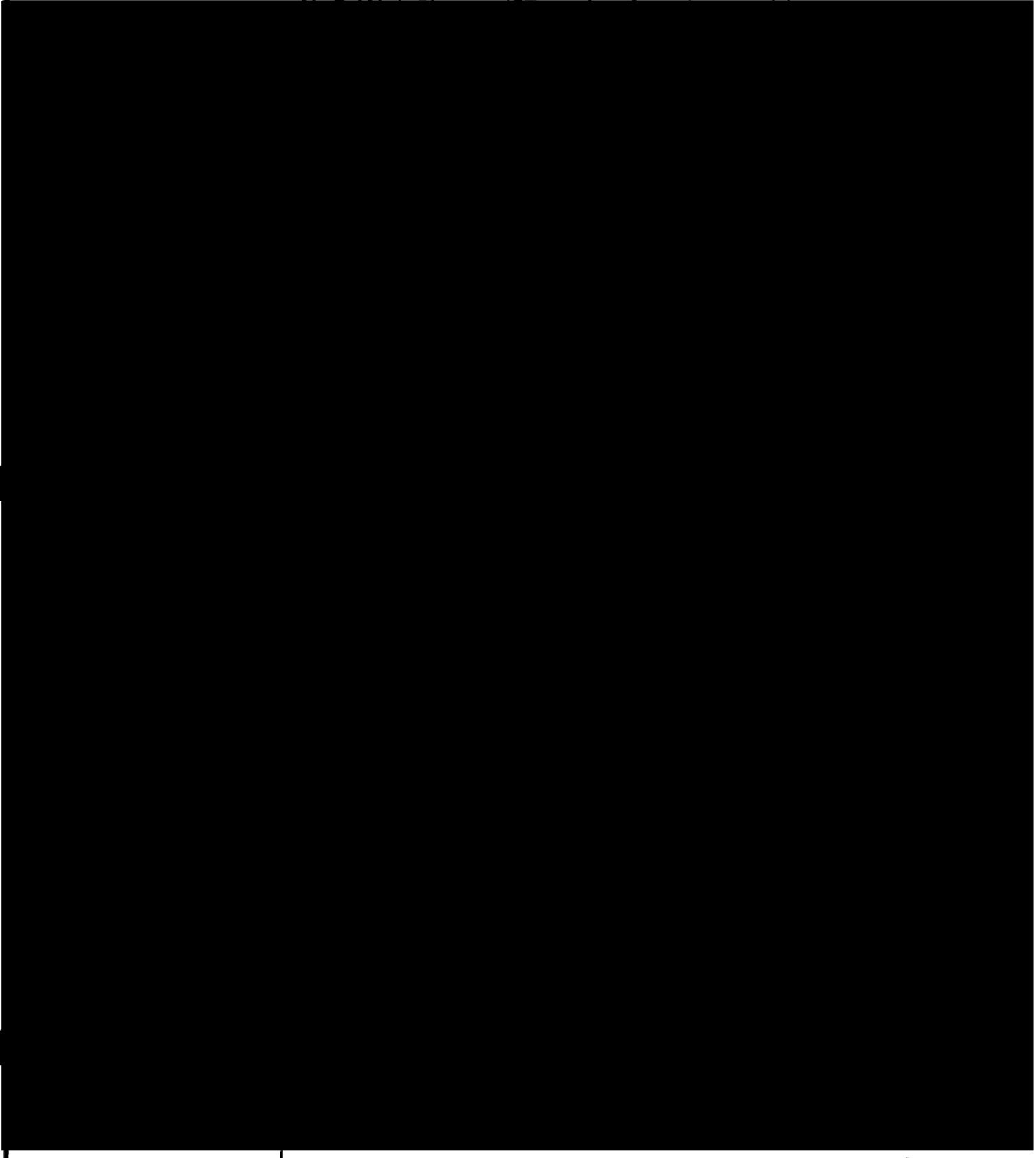


JEN LEDEN, E.I.T.
PROJECT ENGINEER





VINCE DEL MEDICO, P.E.
PROJECT MANAGER II

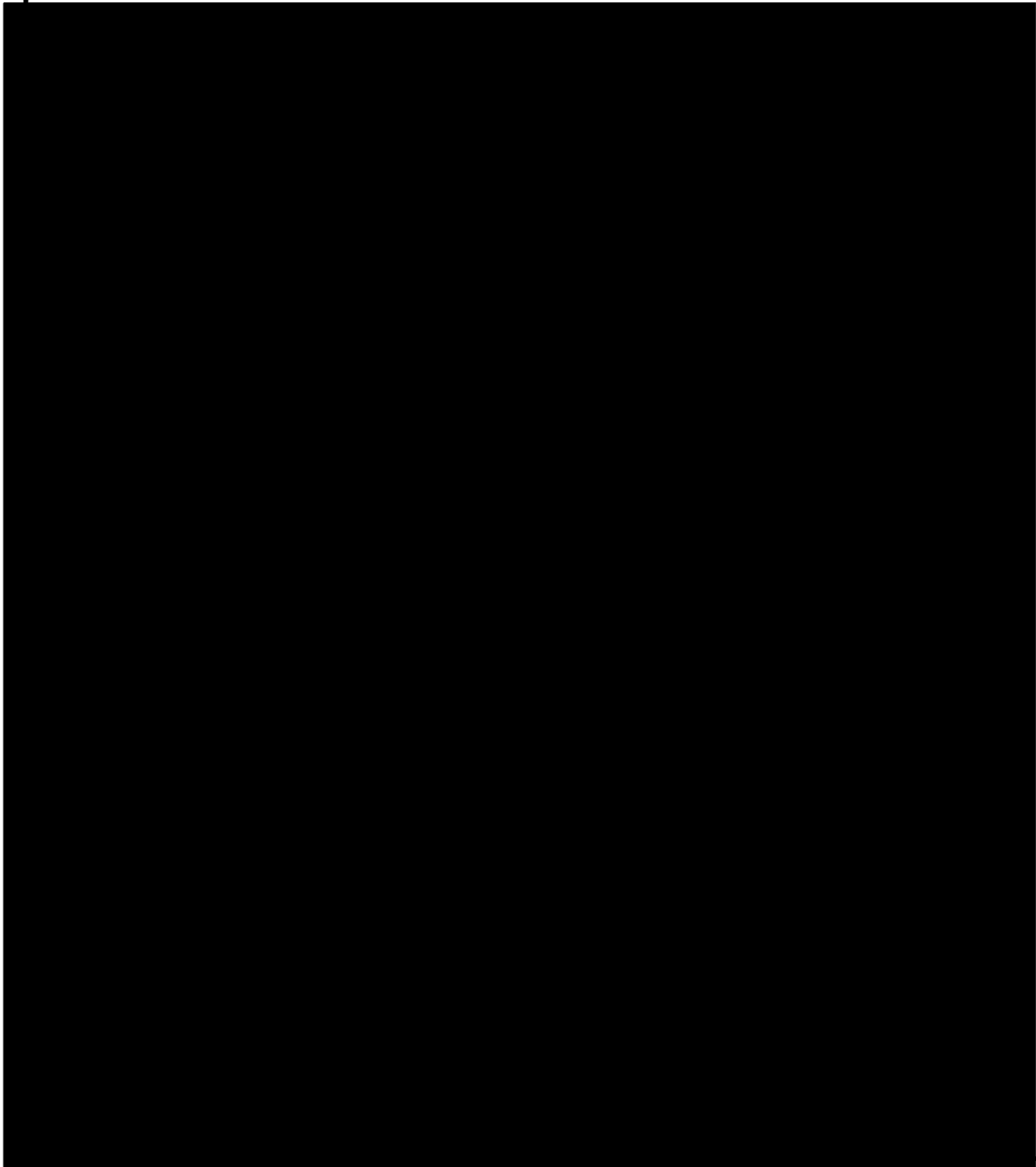




VINCE DEL MEDICO, P.E.
PROJECT MANAGER II

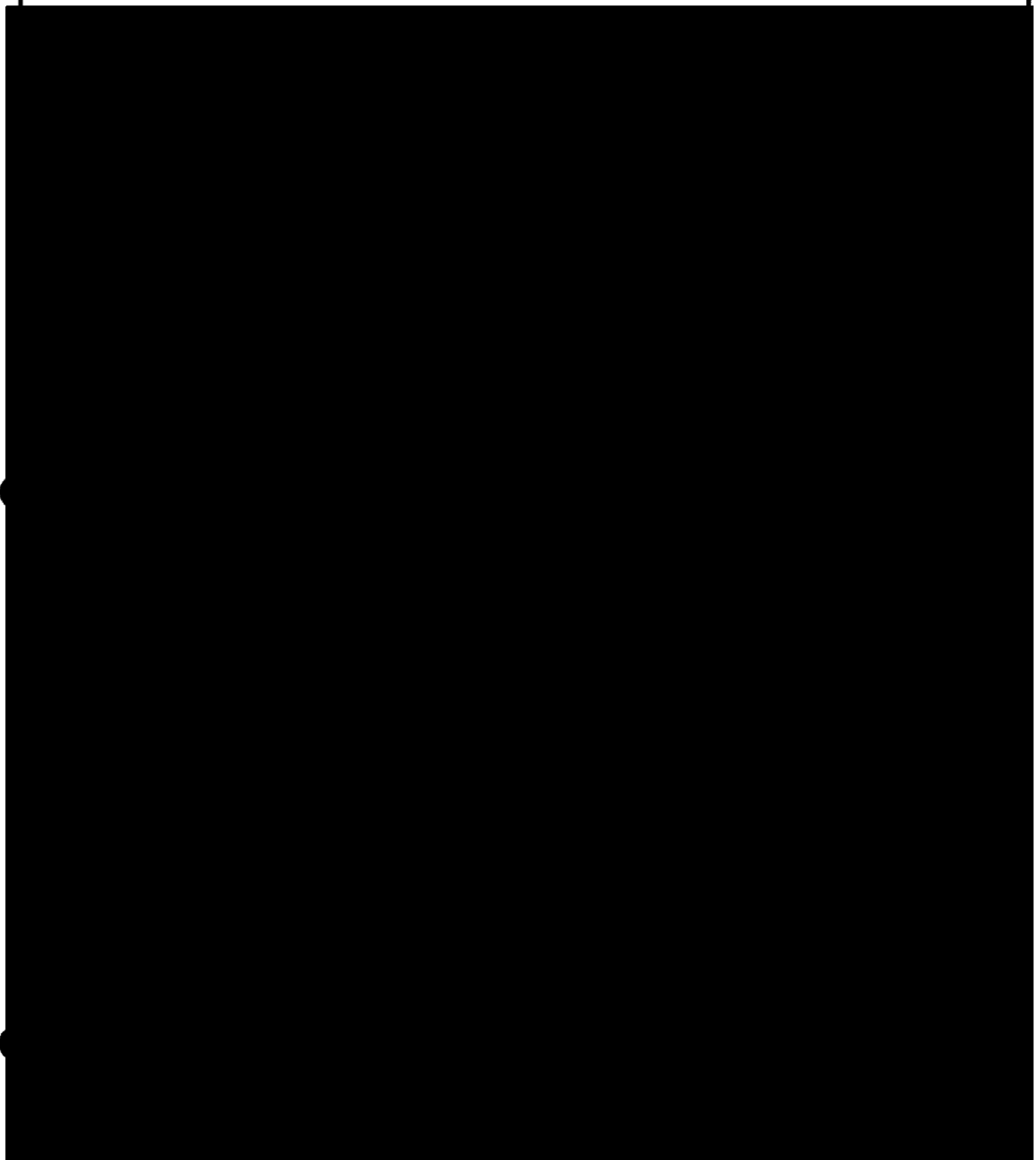


BILL VEGRZYN, P.E., S.E.
SENIOR PROJECT MANAGER



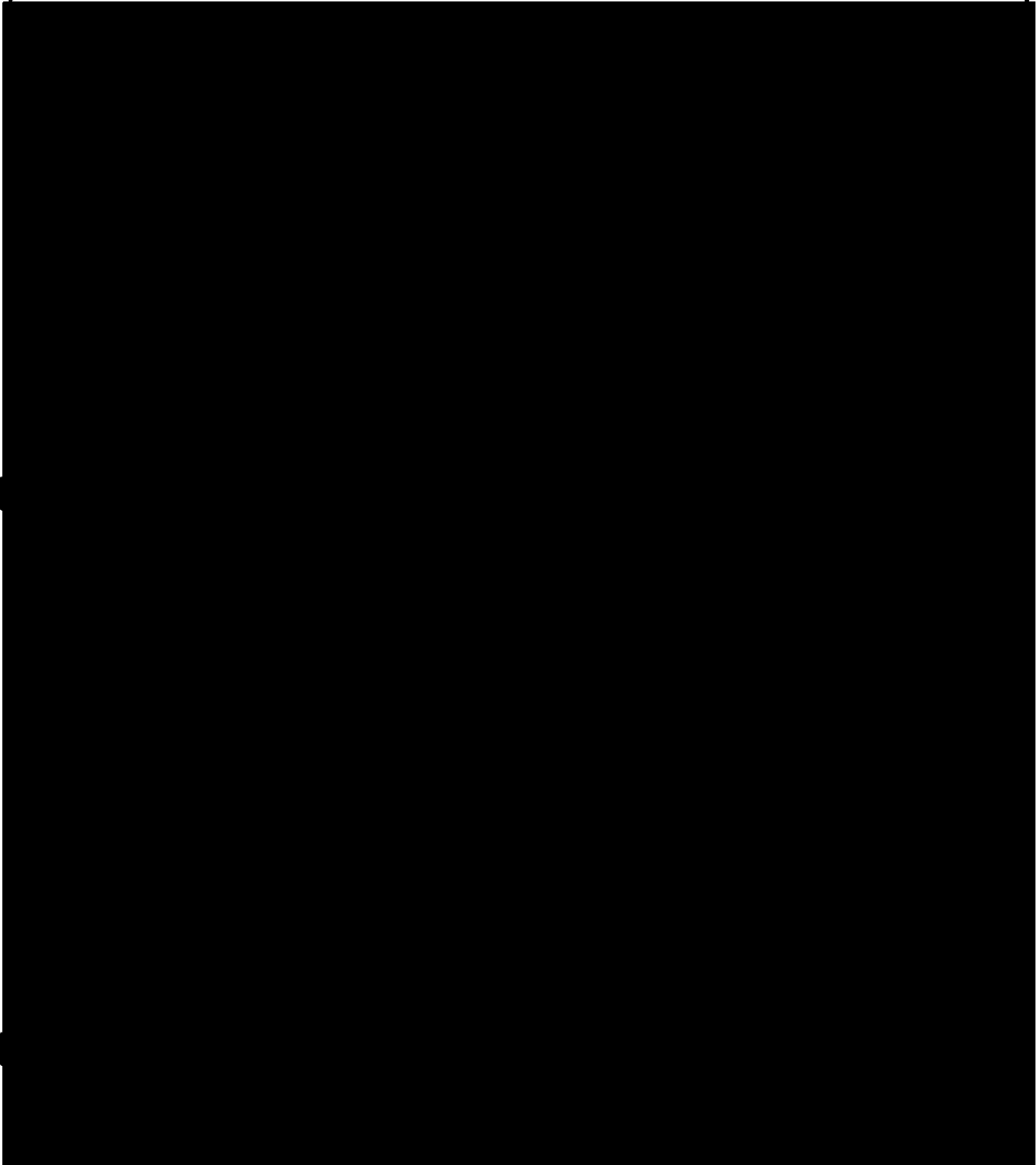


BILL VEGRZYN, P.E., S.E.
SENIOR PROJECT MANAGER





JENNIFER N.H.
MAERCKLEIN, P.E., C.F.M.
PROJECT MANAGER

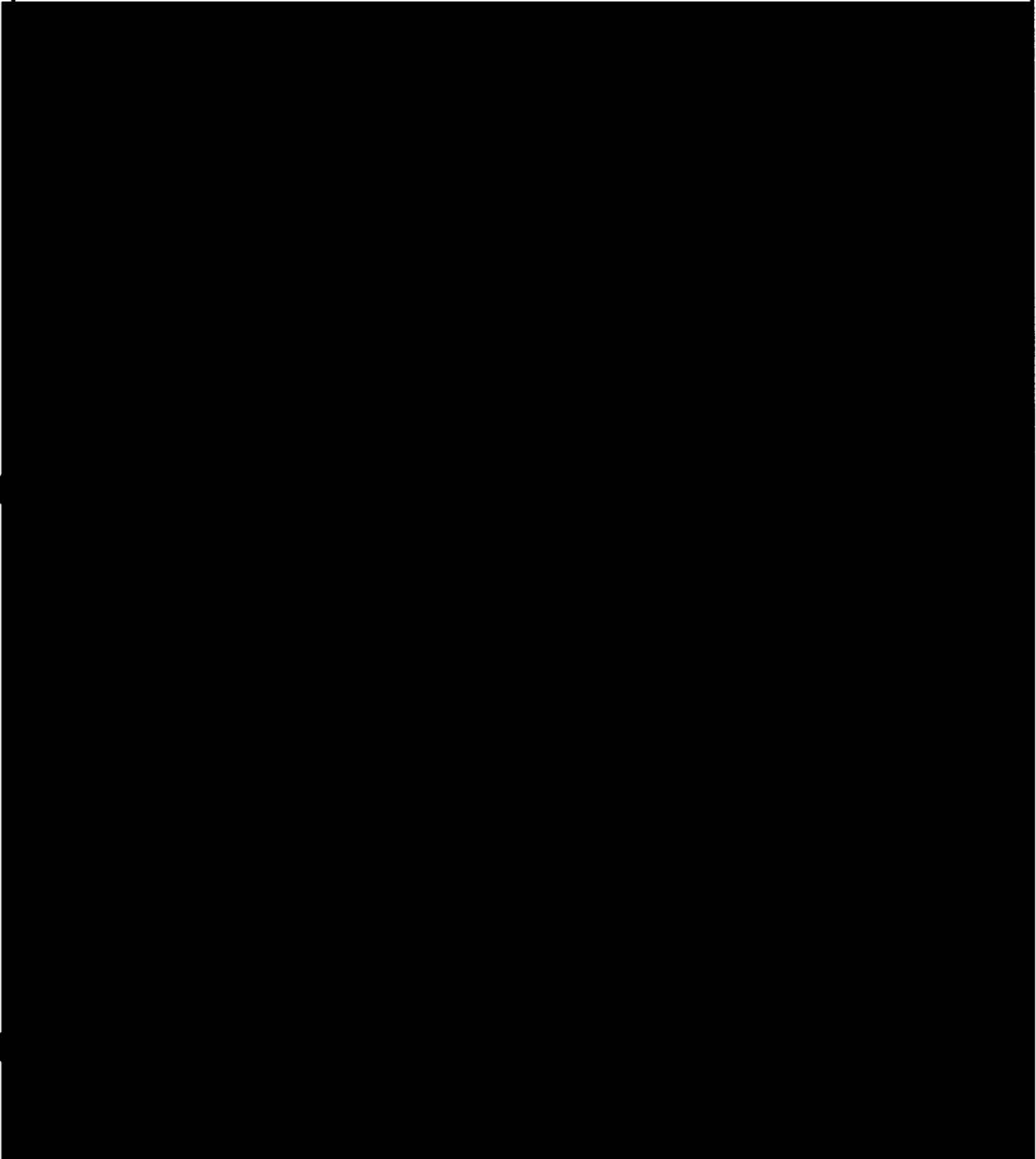




JENNIFER N.H.
MAERCKLEIN, P.E., C.F.M.
PROJECT MANAGER



PHIL MALONEY, P.E., S.E.
SENIOR STRUCTURAL MANAGER





PHIL MALONEY, P.E., S.E.
SENIOR STRUCTURAL MANAGER

EXHIBIT G

CURRENT OBLIGATIONS FOR PROJECT

V3 Companies

Route & V3 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-88 RR-10-5614	Construction Engineering - I-88 (Annie Glidden Road to IL 251) -- Illinois Tollway	\$2,123,141	\$2,123,141	2/28/2013
143rd Street 09130	Phase I Engineering - 143rd Street/State Street -- Will County Department of Highways	\$753,737	\$344,634	8/5/2013
143rd Street/ LaGrange Ave. 09181	Construction Engineering - 143rd Street/LaGrange Ave. -- Village of Orland Park	\$1,138,000	\$225,000	6/15/2012
UP North Line 09178	Construction Engineering - Metra UP North Line -- Metra	\$4,000,000	\$3,200,000	11/1/2014
75th Street 09001	Design Engineering - 75th Street Improvements -- DuPage County	\$624,000	\$624,000	6/1/2013
ADA Ramp Design - 2011 11090	Design Engineering - ADA Ramp Priority Program Design - 2011 -- CDOT	\$363,771	\$104,755	6/1/2012
ADA Ramps - Arterial Streets 11101	Design Engineering - Arterial Street ADA Ramp Improvements -- CDOT	\$1,328,861	\$819,109	6/1/2012
Ashland Pershing 12003	Phase II Engineering - Ashland Pershing -- CDOT	\$799,980	\$694,000	8/1/2012
Clinton/Jackson/Loo mis/Madison/Mo 11012.B-9-814H	Construction Engineering - Emergency Repair Program - Clinton/Jackson/Loomis/Madison/Mo -- CDOT	\$428,414	\$202,112	7/1/2012
Myrick, Sacramento, 68th, Prairie 11012.B-0-330	Construction Engineering - Emergency Repair Program - Myrick, Sacramento, 68th, Prairie -- CDOT	\$153,200	\$90,800	4/1/2012
Wabash, Garfield, & Prairie 11012.B-0-324	Construction Engineering - Emergency Repair Program - Wabash, Garfield, & Prairie -- CDOT	\$198,531	\$5,000	8/1/2012

Route & V3 Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
Hamilton, Winchester, 86th, 100th 11012.B-0-331	Construction Engineering - Emergency Repair Program - Hamilton, Winchester, 86th, 100th -- CDOT	\$150,878	\$5,000	4/1/2012
IL 178 Utica 11023	Construction Engineering - IL 178 (Utica) -- IDOT District 3	\$350,000	\$86,800	5/1/2012
Jackson/ VanBuren 05178	Modernization of Jackson/VanBuren Station -- CDOT	\$2,592,115	\$133,484	12/1/2011
RCMA 11012	Residential Concrete and Miscellaneous (RCMA) -- CDOT	\$3,797,863	\$1,682,070	3/1/2013
Southwest High School Roadwork 11012.WPA	Construction Engineering - Southwest High School Roadwork -- CDOT	\$153,000	\$107,350	9/1/2012
US Route 30 (Construction) 10086	Construction Engineering - US Route 30 -- IDOT District 1	\$9,918,624	\$3,296,200	11/1/2012
US Route 30 (Design) 11176	Phase II Design Engineering - US Route 30 Grade Separation -- IDOT District 1	\$1,339,000	\$1,210,000	02/24/2013
Wabash 11012.B-9-814J	Construction Engineering - Wabash (Roosevelt to 21st Street) -- CDOT	\$299,960	\$172,248	7/1/2012
College of DuPage - PE Building 05008.42	Design and Construction Engineering - Various site improvements - College of DuPage	\$69,800	\$64,962	8/1/2012
Airport Road / I-55 10178	Phase I Engineering - Airport Road / I-55 -- Village of Romeoville	\$2,612,400	\$2,100,000	12/1/2013
Ardmore Avenue Bridge 11152	Construction Engineering - Ardmore Avenue Bridge -- Village of Villa Park	\$261,520	\$203,352	7/1/2012
Church Road 11141	Phase II Design Engineering -- City of Aurora	\$401,954	\$330,191	10/1/2012
Peterson Road @ IL 60 10036	Construction Engineering - Peterson Road @ IL 60 -- Lake County, Illinois	\$982,254	\$340,000	12/1/2011

Route & V3 Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
Quentin Road	Construction Engineering - Quentin Road @ US 12/Rand Road - Lake County	\$700,000	\$700,000	6/1/2013
Wayne Avenue 11169.01	Construction Engineering - Wayne Avenue - City of Chicago Department of Water	\$85,774	\$77,269	6/1/2012
TOTAL		\$35,727,838	\$18,492,787	

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)	\$	-

6

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

2

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

7

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

3

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

8

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

4

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

9

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

5

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

10

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 0.00%

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

EXHIBIT "1"

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 **	\$	-
Total this Subconsultant (ULC)	\$	-

6

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

2

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

7

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

3

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

8

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

4

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

9

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

5

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

10

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

** Additional services funds require prior authorization before use

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

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

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

D'Escoto Exhibits

**Subcontractor/Consultant Financial Disclosure Form
Compliance Document To Version 12/1/2011**

Illinois Tollway Contract Number: I-11-4018
Subcontractor (Consultant) Firm Name: d'Esposito, Inc
Prime Contractor (Consultant) Firm Name: Benesch

Pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code, the information in this document is required.

The following additional Sections are to be completed and submitted in compliance with the Illinois Procurement Code (Refer to Sections 1 through 3 previously submitted with Version 12/1/2011):

Section 4: Debarment/Legal Proceeding Disclosure (All Vendors must complete this section).

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

Debarment from contracting with any governmental entity	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Professional licensure discipline	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Bankruptcies	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Adverse civil judgments and administrative findings	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Criminal felony convictions	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

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 5: 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 6: Representative Lobbyist/Other Agent (All Vendors must complete this section).

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act 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 pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This Disclosure information is submitted on behalf of: D'ESCOTO, INC.

(Vendor/Subcontractor Name)

Name of Authorized Representative: FRED D'ESCOTO

Title of Authorized Representative: PRESIDENT

Signature of Authorized Representative: 

Date: 5/3/12

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-11-4018
Subcontractor (Consultant) Firm Name: d'Escoto, Inc.
Prime Contractor (Consultant) Firm Name: Alfred Benesch & Company

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 subcontracting 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.

RETURN WITH SUBCONTRACT

(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.

RETURN WITH SUBCONTRACT

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.**

d'Escoto, Inc.	
Name of Subcontracting Company	
_____	_____
Authorized Officer	Date
	2-15-12

RETURN WITH SUBCONTRACT

Tollway Contract Number: I-11-4018
Subcontractor (Consultant) Firm Name: d'Escoto, Inc.
Prime Contractor (Consultant) Firm Name: Alfred Benesch & Company

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:

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RETURN WITH SUBCONTRACT

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).

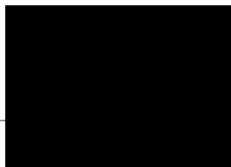
c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently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

d'Escoto, Inc.

Signature



Printed Name Federico J. d'Escoto

Title President Date 2/13/2012

Address 420 N Wabash Ste 200

Chicago, IL 60611

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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'Escoto, Inc.

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:

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.

EXHIBIT "1"

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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: Federico J. d'Escoto

Address: 420 N Wabash Ste 200

Chicago, IL 60611

(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.

EXHIBIT "1"

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RETURN WITH SUB-CONTRACT

- (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 "1"

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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.)

ISHTA Contract# RR-09-5602 (Subconsultant to HNTB)

IDOT District 2 Contract# C-92-097-10, Work order#: C-92-081-08, C-92-081-18 (PTB155)

IDOT Pending Contract# PTB163 Item 20 (prime consultant – recently awarded)

IDOT Contract# C-91-370-10 (subconsultant to Lochner)


This information is submitted on behalf of: d'Escoto, Inc.

(Name of Vendor)

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

Name (printed) Federico J. d'Escoto

Title President

Signature 

Date 2/13/2012

EXHIBIT "1"

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Project Number: I-11-4018

Consultant: d'Escoto, 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	
DSE - Concept						64	130	130	130	10	10	10	484
DSE Package 4-1										40	40	40	120
DSE Package 4-2										40	40	40	120
DSE Package 4-3										40	40	40	120
DSE Package 4-4													
DSE Package 4-5													
DSE Package 4-6													
DSE Package 4-7													
TOTALS						64	130	130	130	130	130	130	844

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 04/09/12

EXHIBIT "1"
 OF 2720F597

Project Number: I-11-4018

Consultant: d'Escoto, 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		
DSE - Concept	10	10	10	10	10	10	10	10	10	10	10	10	10	120
DSE Package 4-1	40	40												80
DSE Package 4-2	40	40												80
DSE Package 4-3	40	40												80
DSE Package 4-4			60	60	60	60	60	60	60	60	60	60	60	600
DSE Package 4-5			60	60	60	60	60	60	60	60	60	60	60	600
DSE Package 4-6														
DSE Package 4-7														
TOTALS	130	130	130	130	130	130	130	130	130	130	130	130	130	1560

- 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"
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Project Number: I-11-4018

Consultant: d'Escoto, 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		
DSE - Concept	10	10												20
DSE Package 4-1														
DSE Package 4-2														
DSE Package 4-3														
DSE Package 4-4	60	60												120
DSE Package 4-5	60	60												120
DSE Package 4-6			130	130	130	130	130	130	130	130	130	130	130	1300
DSE Package 4-7														
TOTALS	130	130	130	130	130	130	130	130	130	130	130	130	130	1560

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

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Project Number: I-11-4018

Consultant: d'Escoto, 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	
DSE - Concept													
DSE Package 4-1													
DSE Package 4-2													
DSE Package 4-3													
DSE Package 4-4													
DSE Package 4-5													
DSE Package 4-6	140	140											280
DSE Package 4-7			140	140	140	140	140	140	140	140	140	140	1400
TOTALS	140	140	140	140	140	140	140	140	140	140	140	140	1680

- 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

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 EXHIBIT "1"

Project Number: I-11-4018

Consultant: d'Escoto, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DSE - Concept													
DSE Package 4-1													
DSE Package 4-2													
DSE Package 4-3													
DSE Package 4-4													
DSE Package 4-5													
DSE Package 4-6													
DSE Package 4-7	140	140											280
TOTALS	140	140											280

- 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 04/09/12

EXHIBIT "1"
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Project No. I-11-4018

Consultant: d'Escoto, Inc.

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 5,924.00
(From Exhibit C-3)

Total Dollars: \$ 261,563.00
(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 \$ 732,376.40

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

TOTAL DIRECT COSTS \$ 2,040.00

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) \$ 734,416.40

Project No.: I-11-4018

Consultant: d'Escoto, Inc.

Date: 4/11/2012

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 45 NO. OF MONTHS
 SCHEDULED START DATE: 6/1/2012
 RAISE DATE: 4/1/2013
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR

Date	Date	Date	Date	Date	Date	Date	Date
6/1/2012	3/31/2013	4/1/2013	3/31/2014	4/1/2014	3/31/2015	4/1/2015	2/28/2016
10.0	12.0	12.0	11.0	0.0	0.0		
45.0	45.0	45.0	45.0	45.0	60.0		
22.22%	27.47%	28.29%	26.71%				
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period	Escalation Factor Fifth Period		

The escalation factor for this project is: 104.69%

EXHIBIT "1"
PAGE 279 OF 597

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate	<u>\$ 45.00</u>	X	<u>0</u>		\$	<u> -</u>
	Includes Tolls		No. of Days			

Mileage	<u>\$ 0.510</u>	X	<u>4,000</u>		\$	<u>2,040.00</u>
	Mileage Rate		No. of Miles			

(Use mileage rate found at:

<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>

TOTAL VEHICLE REIMBURSEMENT		\$	<u>2,040.00</u>
------------------------------------	--	----	-----------------

B. ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here:

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

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) \$45/day (Maximum)
DAILY RATE ONLY 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-11-4018

Consultant: d'Escoto, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Rafael Herrera

Classification: Project Principal

Project Manager: _____

Classification: _____

Project Engineer: Travis Kleugel

Classification: Project Engineer II

Resident Engineer: _____

Classification: _____

Documentation Engineer: _____

Classification: _____

Project Civil Engineer: Nicholas Rhia

Classification: Engineer I

Project Structural Engineer: _____

Classification: _____

Project Drainage Engineer: _____

Classification: _____

Senior Engineer: _____

Classification: _____

Others: Yolanda Casillas

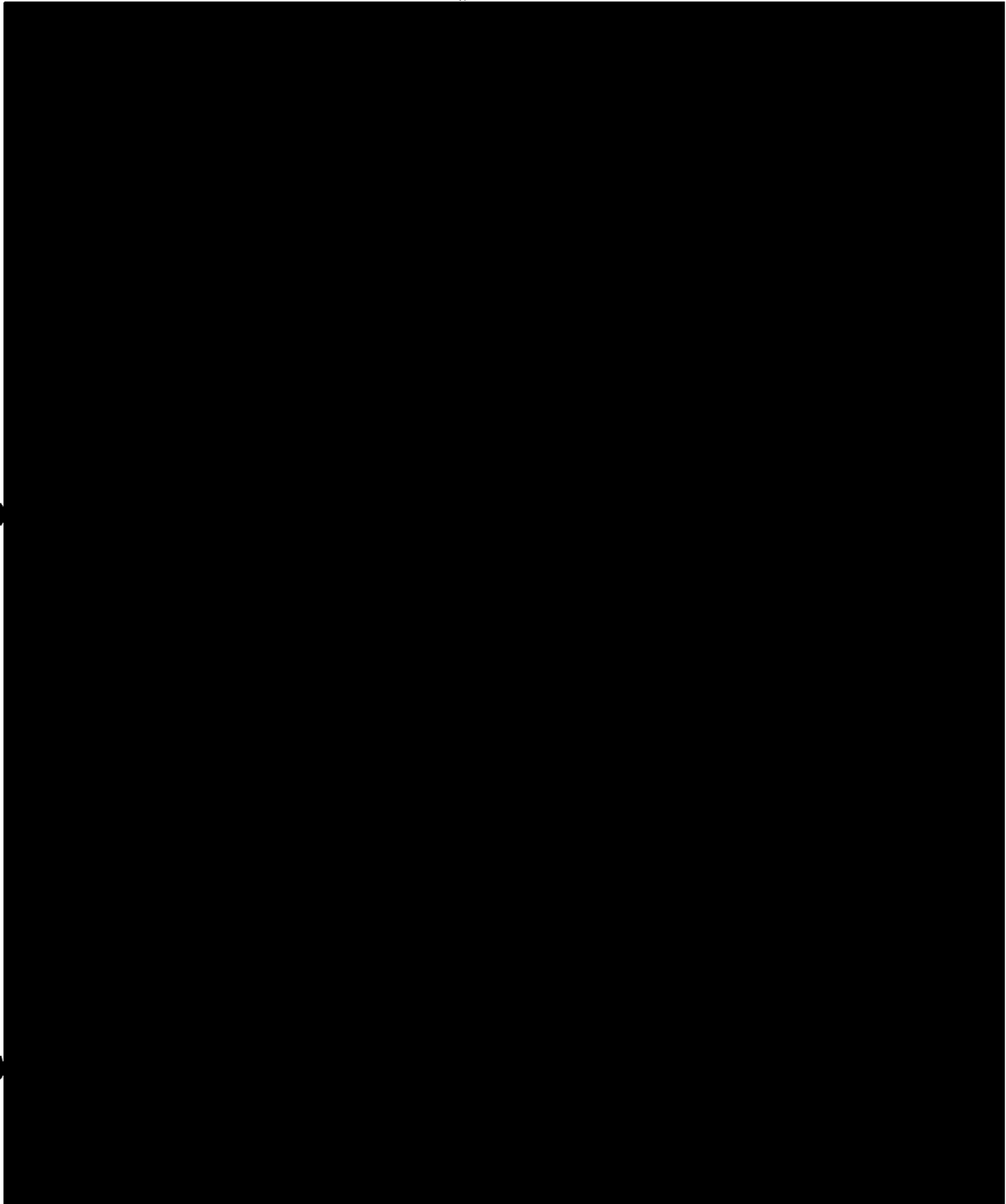
Project Controls Manager

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

Attach resumes of all key personnel

Rafael Herrera, P.E., PMP
Operations Manager
Project Executive

d'ESCOTO INC
Where Vision Meets Implementation



Rafael Herrera, P.E., PMP
Operations Manager
Project Executive

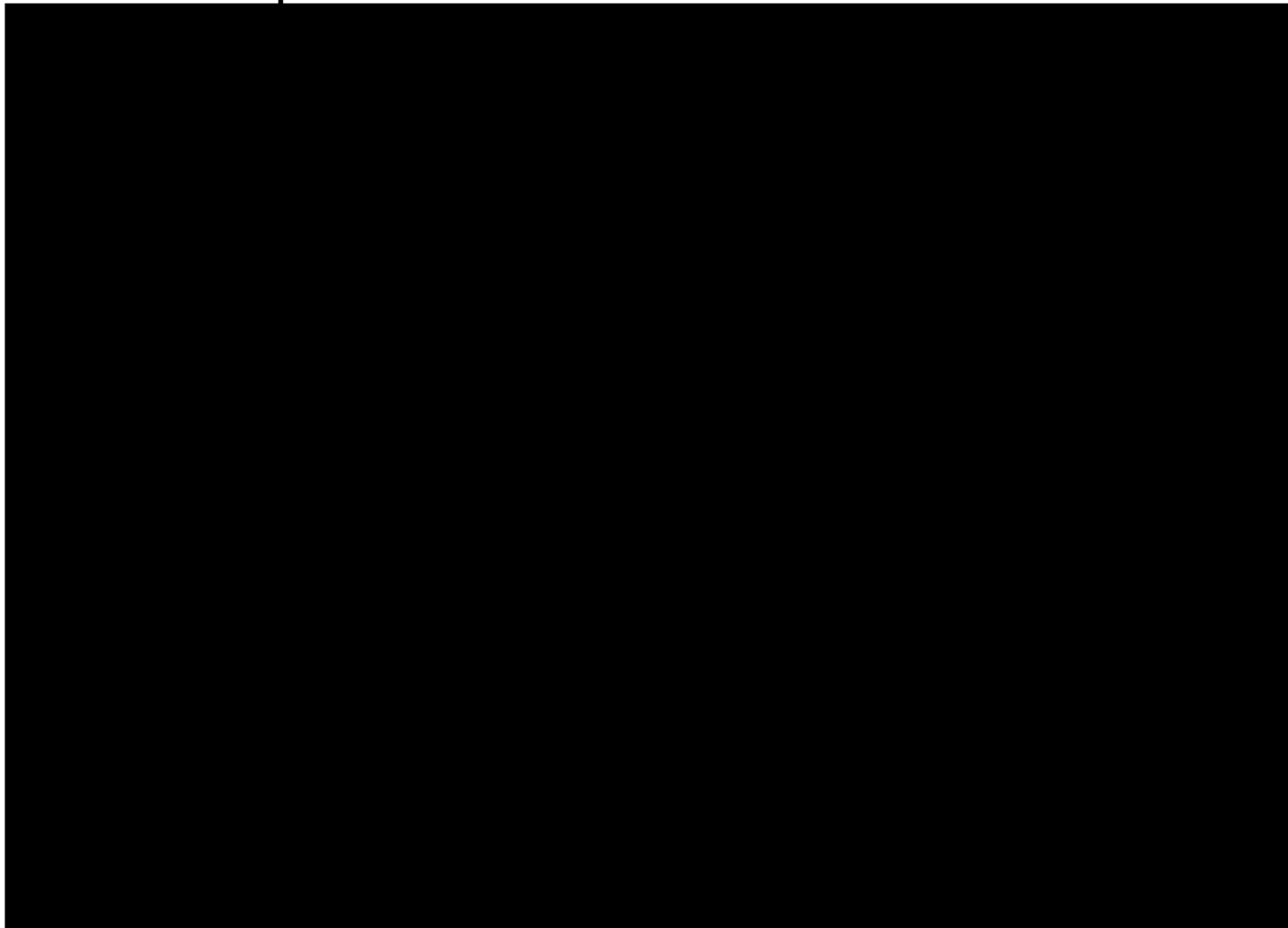
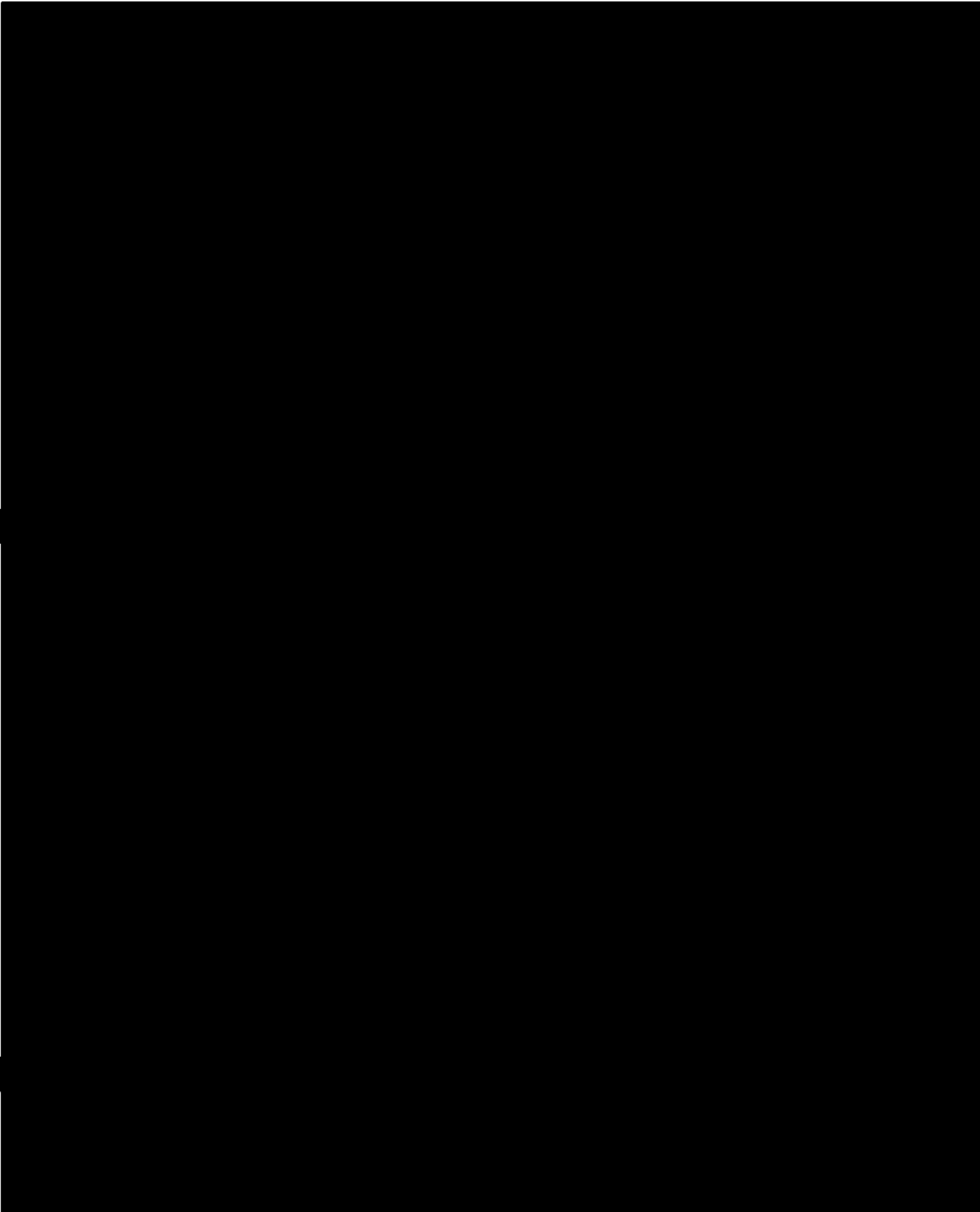


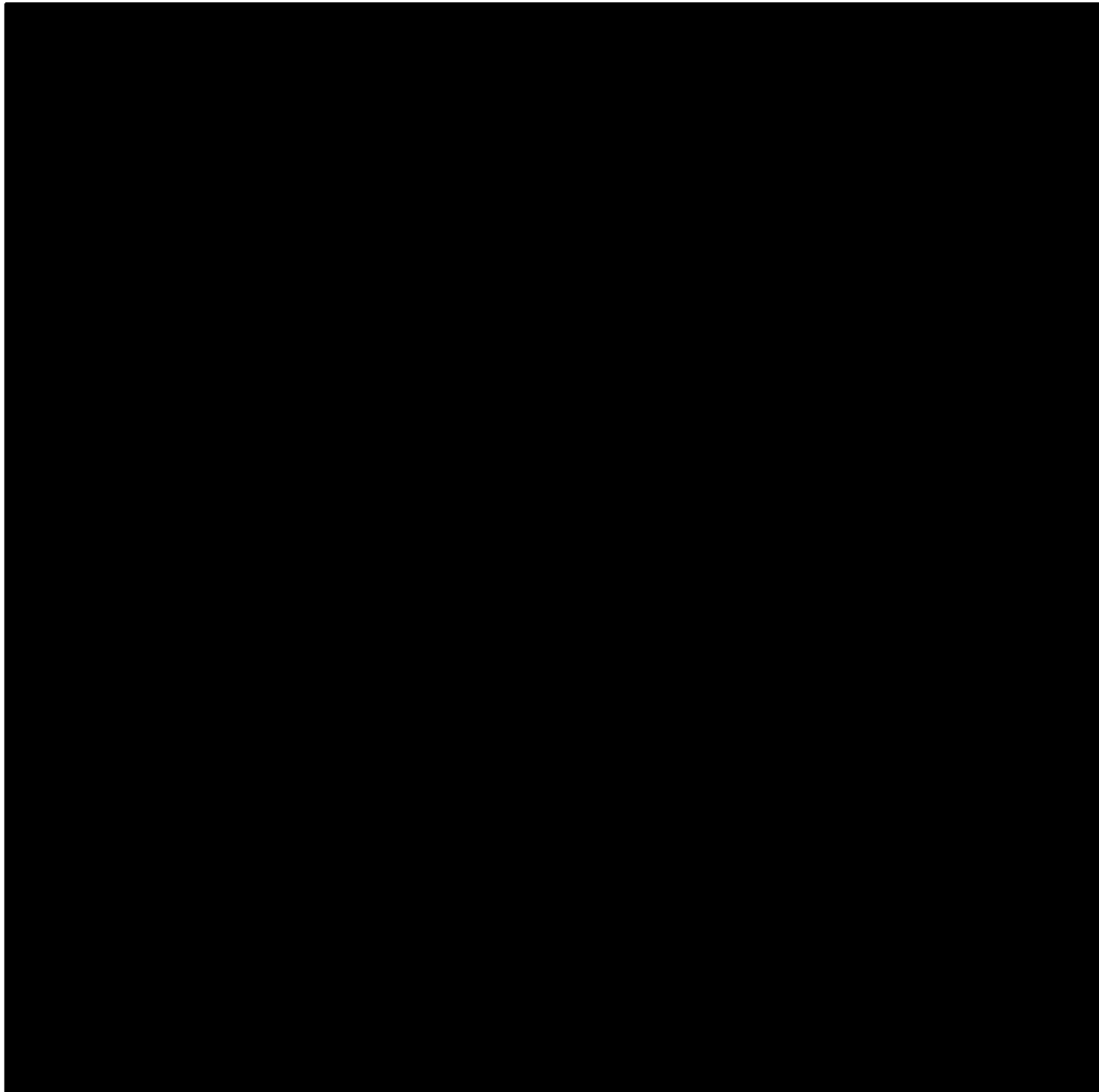
EXHIBIT "1"
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Travis Kluegel P.E.
Professional Engineer

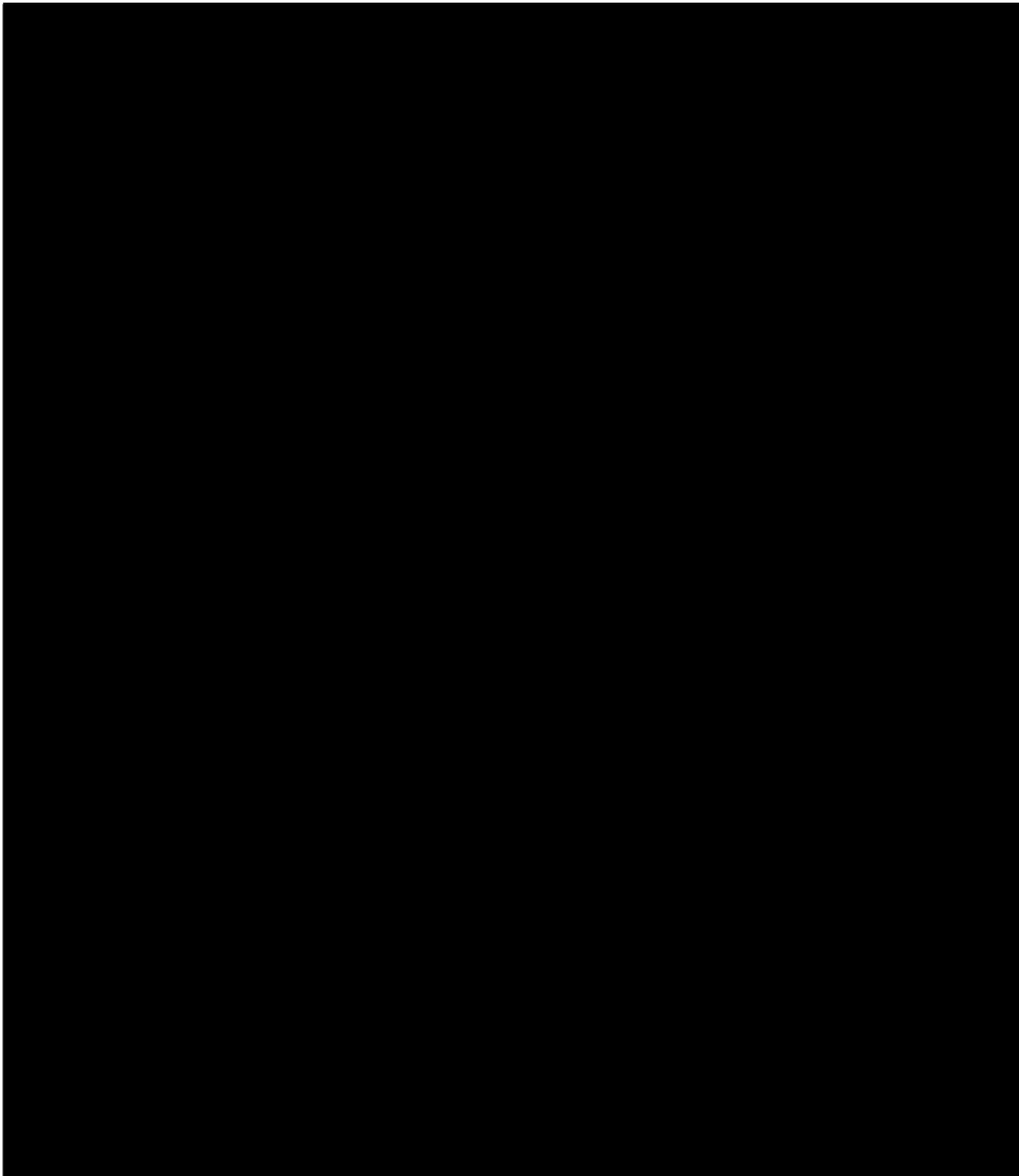
d'ESCOTO INC
Where Vision Meets Implementation



Nicholas Riha, EIT
Civil Engineer



Yolanda Casillas
Senior Project Control Manager/Senior Cost Estimator



2

Yolanda Casillas
Senior Project Control Manager/Senior Cost Estimator

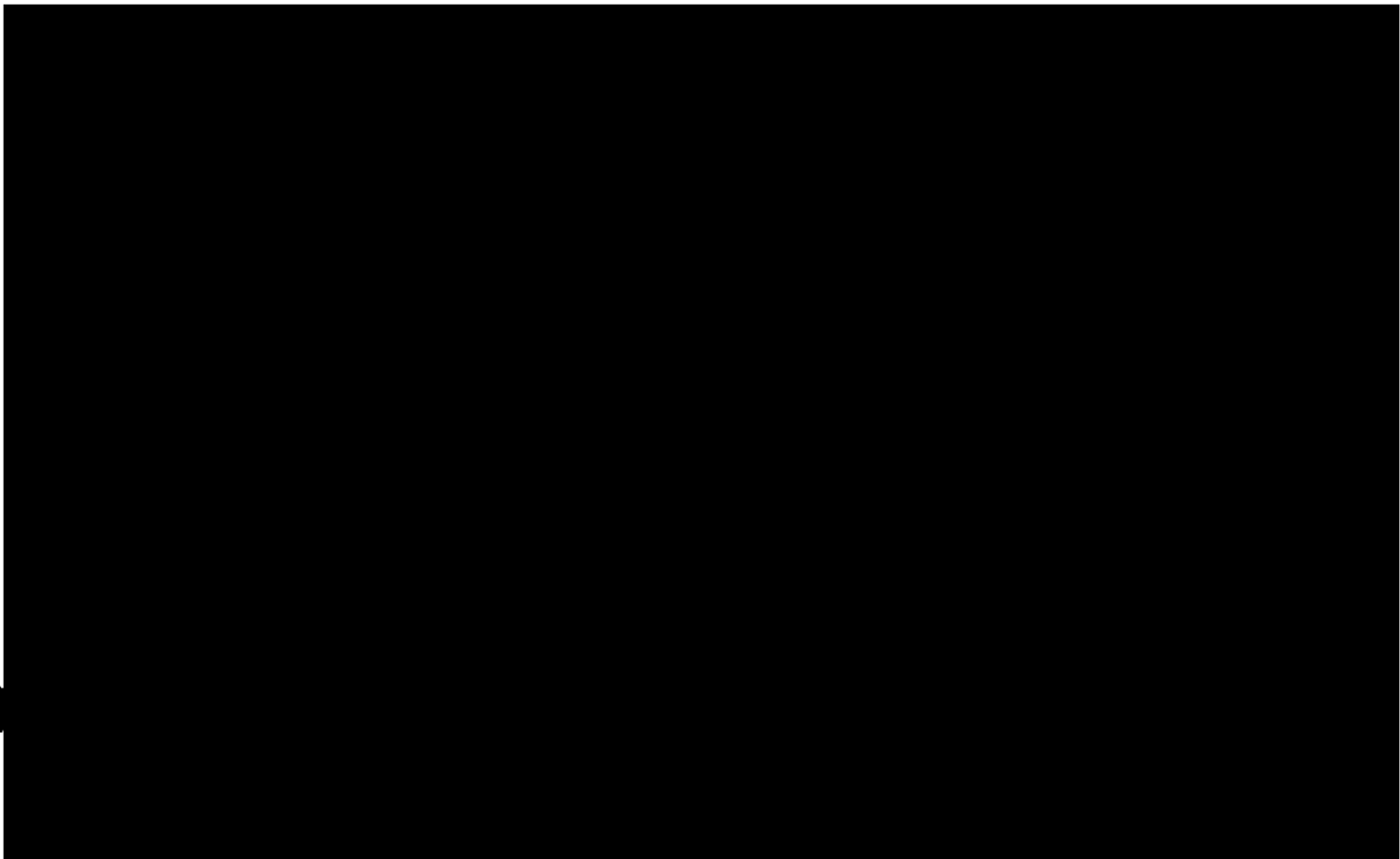


EXHIBIT "1"

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D'Escoto Exhibit F Scope Supplement/Clarification

**Reconstruction and Add Lane
Jane Addams Memorial Tollway
M.P. 60.7 (W. of Higgins Rd.) to M.P. 53.8 (Elgin Plaza)**

Contract No. I-11-4018

D'Escoto will assist the BV3 team on the DSE portion of this project, assisting with various design tasks in a Mentor-Protege relationship. This work will include assistance in house at the Benesch offices, serving on both the Concept Planning team and the main contract design team. Their work will include drainage, roadway design, maintenance of traffic, cross sections and other plan work to generate both the concept plan documents and the final bidding documents.

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EXHIBIT G

CURRENT OBLIGATIONS FOR PROJECT

D'Escoto

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-09-5602	ISTHA Program Management	\$1,937,000	\$170,000	12/31/2012
155-034	IDOT District Two – Phase III	\$500,000	\$67,000	6/30/2013
162-020	IDOT District Two – Phase III	\$800,000	\$800,000	3/9/2014
155-005	IDOT District One – Phase III	\$245,000	\$151,000	12/31/2012

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)	\$ -

6

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

2

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

7

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

3

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

8

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

4

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

9

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

5

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

10

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

DBE/MBE/WBE Percentage of Total Fee (Includes Additional Services): 0.00%

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Dynasty Exhibits

EXHIBIT "1"
PAGE 297 OF 597



**Subcontractor/Consultant Financial Disclosure Form
Compliance Document To Version 12/1/2011**

Illinois Tollway Contract Number: I-11-4018
Subcontractor (Consultant) Firm Name: Dynasty Group, Inc.
Prime Contractor (Consultant) Firm Name: Alfred Benesch & Company

Pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code, the information in this document is required.

The following additional Sections are to be completed and submitted in compliance with the Illinois Procurement Code (Refer to Sections 1 through 3 previously submitted with Version 12/1/2011):

Section 4: Debarment/Legal Proceeding Disclosure (All Vendors must complete this section).

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

Debarment from contracting with any governmental entity	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Professional licensure discipline	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Bankruptcies	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Adverse civil judgments and administrative findings	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Criminal felony convictions	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

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 5: 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 6: Representative Lobbyist/Other Agent (All Vendors must complete this section).

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act 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 pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This Disclosure information is submitted on behalf of: Dynasty Group, Inc.

(Vendor/Subcontractor Name)

Name of Authorized Representative: Zhong Chen

Title of Authorized Representative: President

Signature of Authorized Representative: _____

Date: 5/3/2012

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-11-4018
Subcontractor (Consultant) Firm Name: Dynasty Group, Inc.
Prime Contractor (Consultant) Firm Name: Alfred Benesch & Company

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 subcontracting 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.

RETURN WITH SUBCONTRACT

(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.

RETURN WITH SUBCONTRACT

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.**

<u>Dynasty Group, Inc.</u> Name of Subcontracting Company
 Authorized Officer
<u>2.27.2012</u> Date

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RETURN WITH SUBCONTRACT

Tollway Contract Number: I-11-4018
Subcontractor (Consultant) Firm Name: Dynasty Group, Inc.
Prime Contractor (Consultant) Firm Name: Alfred Benesch & Company

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:

EXHIBIT "1"
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RETURN WITH SUBCONTRACT

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

Printed Name Zhong Chen, PE, PLS

Title President Date 2.27.2012

Address 205 W Wacker Drive, Suite 1450

Chicago, IL 60606

EXHIBIT "1"
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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: Dynasty Group, Inc.

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

Name of any Parent Organization: N/A

EXHIBIT "1"
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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:

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.

EXHIBIT "1"

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Page 5 of 8

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]
[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 ____.

RETURN WITH SUB-CONTRACT

- (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 "1"

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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

IDOT PTB 162-19

ISTHA PSB 11-2, Item 21

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, PE, PLS

Title President

Signature



Date 2.29.2012

Project Number: I-11-4018

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	
Survey						604	550	550	550	550	500		3304
TOTALS						604	550	550	550	550	500		3304

- 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 04/09/12

EXHIBIT "1"
PAGE 312 OF 597

Project No. I-11-4018

Consultant: Dynasty Group, Inc.

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 3,304.00
(From Exhibit C-3)

Total Dollars: \$ 115,388.00
(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

\$ 323,086.40

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

TOTAL DIRECT COSTS \$ 4,272.20

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)

\$ 327,358.60

Project No.: I-11-4018

Consultant: Dynasty Group, Inc

Date: 4/12/2012

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. OJT?
Project Principal	Zhong Chen	64.75	64.75	N
Project manager	Aldo De La Haza	54.08	49.97	N
	James Morton	48.08		
	Justin Krohn	45.00		
	Kevin Walsh	45.67		
	Stuart Schultz	57.00		
Land Surveyor	Vernon Stutman	46.80	46.80	N
Senior Engineer	James Morton	48.08	42.55	N
	Jesse Bruning	38.00		
	Justin Krohn	43.00		
	Kevin Walsh	45.67		
	Thomas Brenner	38.00		
Engineer	Aaron Jones	30.00	31.94	N
	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	N
	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 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.

Project No.: I-11-4018

Consultant: Dynasty Group, Inc

Date: 4/12/2012

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. OJT?
Senior Technician	Jaime Lopez	39.00	38.00	N
	Jose Moreno	39.00		
Technician	Anthony Castillo	31.50	31.10	N
	Bill Spencer	31.00		
	David Baumgartner	32.00		
	David Mikelinas	29.00		
	Jason Sluzas	36.00		
	Joseph Panarale	32.50		
	Max Nelson	32.00		
	Patrick Hartman	29.00		
	Scott Otta	29.00		
Steven Barton	30.00			
Junior Technician	Brendon Stutzman	24.00	24.33	N
	Chad Stuzman	26.00		
	Grzegorz Wolinski	23.00		
Interns	Chengyl Zheng	22.00	18.70	N
	Daniel Schultz	21.00		
	Luigi Randazzo	16.00		
	Tabitha Ponte	18.00		
	Zhou Fang	16.50		
Project Administrator	Jeffrey Zarmin	31.00	26.11	N
	Kristen Bouchard	30.00		
	Weiwei Wang	26.44		
	Xiaohui Song	25.00		
Administrative Assistant	Irmegere Williams	19.25	19.25	N

* 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 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.

Project No.: I-11-4018

Consultant: Dynasty Group, Inc.

Date: 4/12/2012

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 6 NO. OF MONTHS
 SCHEDULED START DATE: 6/1/2012
 RAISE DATE: 1/1/2013
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR

Date	Date	Date	Date	Date	Date	Date	Date	Date	Date		
6/1/2012	12/1/2012	1/1/2013	5/31/2013	6/1/2013	5/31/2014	6/1/2014	12/31/2014	1/1/2015	12/31/2015	1/1/2016	4/30/2016
6.0		0.0		0.0		0.0		0.0		0.0	
6.0		6.0		6.0		6.0		6.0		60.0	
100.00%											
Factor First Period		Escalation Factor Second Period		Escalation Factor Third Period		Escalation Factor Fourth Period		Escalation Factor Fifth Period		Escalation Factor Sixth Period	

The escalation factor for this project is: 100.00%

EXHIBIT "1"
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EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate	\$ 45.00	X	94	\$ 4,230.00
	Includes Tolls		No. of Days	

Mileage	\$ 0.510	X	0	\$ -
	Mileage Rate		No. of Miles	

(Use mileage rate found at:

<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>

TOTAL VEHICLE REIMBURSEMENT	\$ 4,230.00
------------------------------------	--------------------

B. ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here: \$ -

http://www.illinoistollway.com/documents/10157/36206/LG_TO_LLWAY_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

Shipping

Printing

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 Premium portion
Overtime	Actual Cost
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) \$45/day (Maximum)
DAILY RATE ONLY 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-11-4018

Consultant: Dynasty Group, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Zhong Chen, PE, PLS

Classification: Project Principal

Project Manager: Stuart Schultz

Classification: Project Manager

Land Surveyor Vernon Stutzman, PLS

Classification: Professional Land Surveyor

Project Engineer Justin Monson

Classification: Project Engineer

Crew Chief Jamie Lopez

Classification: Senior Crew Chief

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.

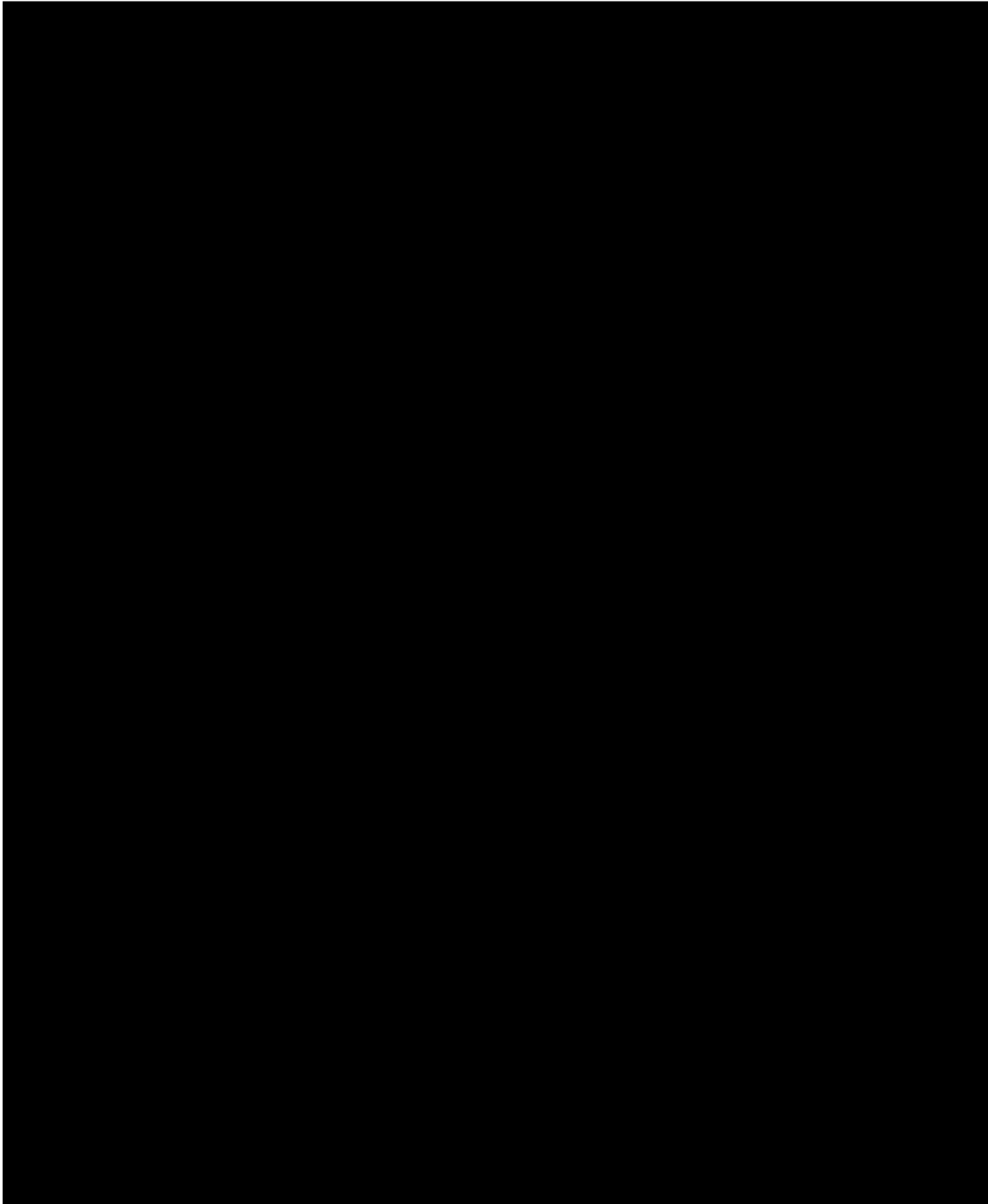
Attach resumes of all key personnel



Dynasty Group

Engineering & Architecture

Zhong Chen, PE, PLS
President



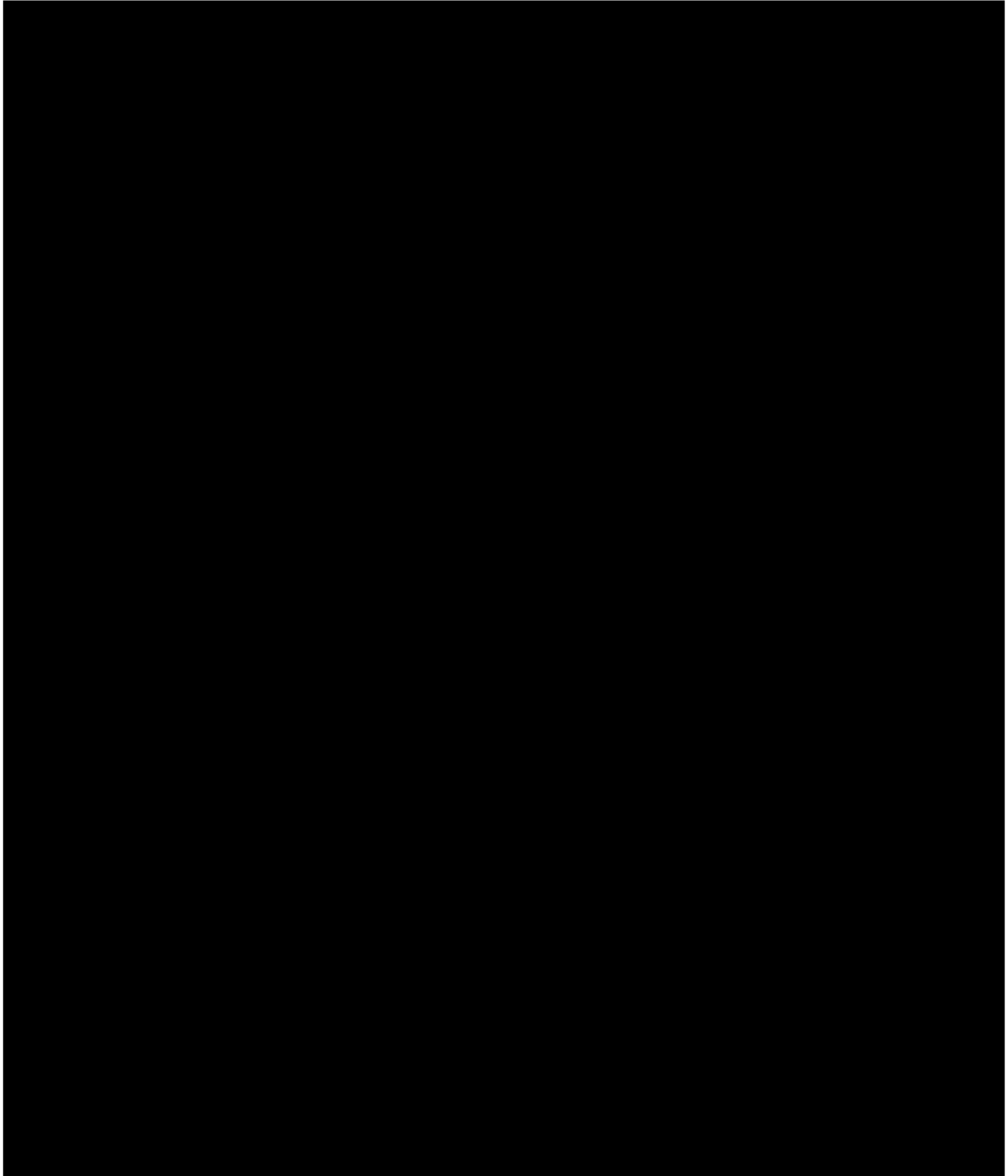


EXHIBIT "1"

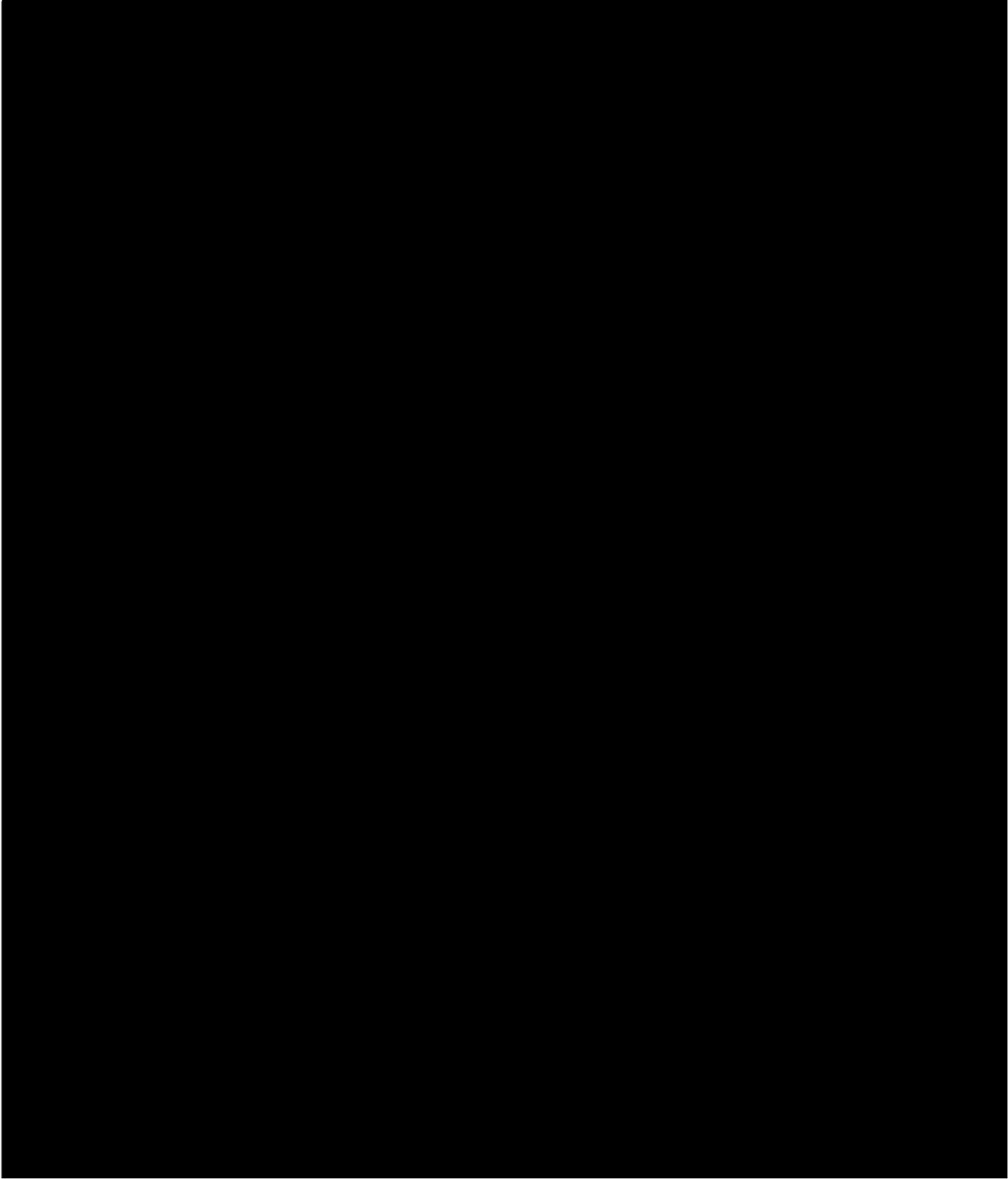
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Dynasty Group

Commercial Services

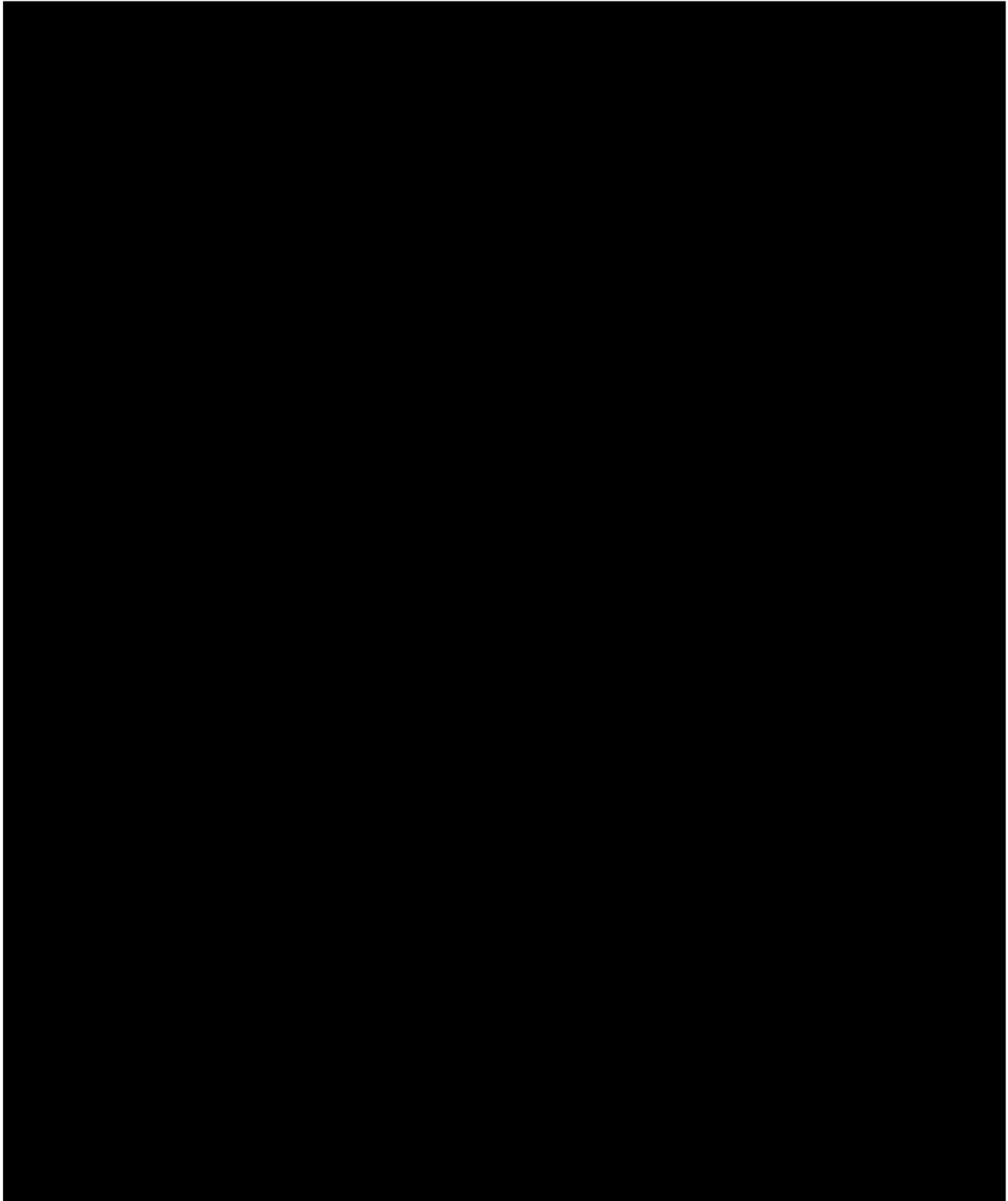
Stuart B. Schultz
Vice President



205 W. Wacker Dr., Suite 1450 • Chicago, Illinois 60606 •
Phone: (312) 704-1970 • Fax: (312) 704-1977 • www.dynastygrp.com

EXHIBIT "1"

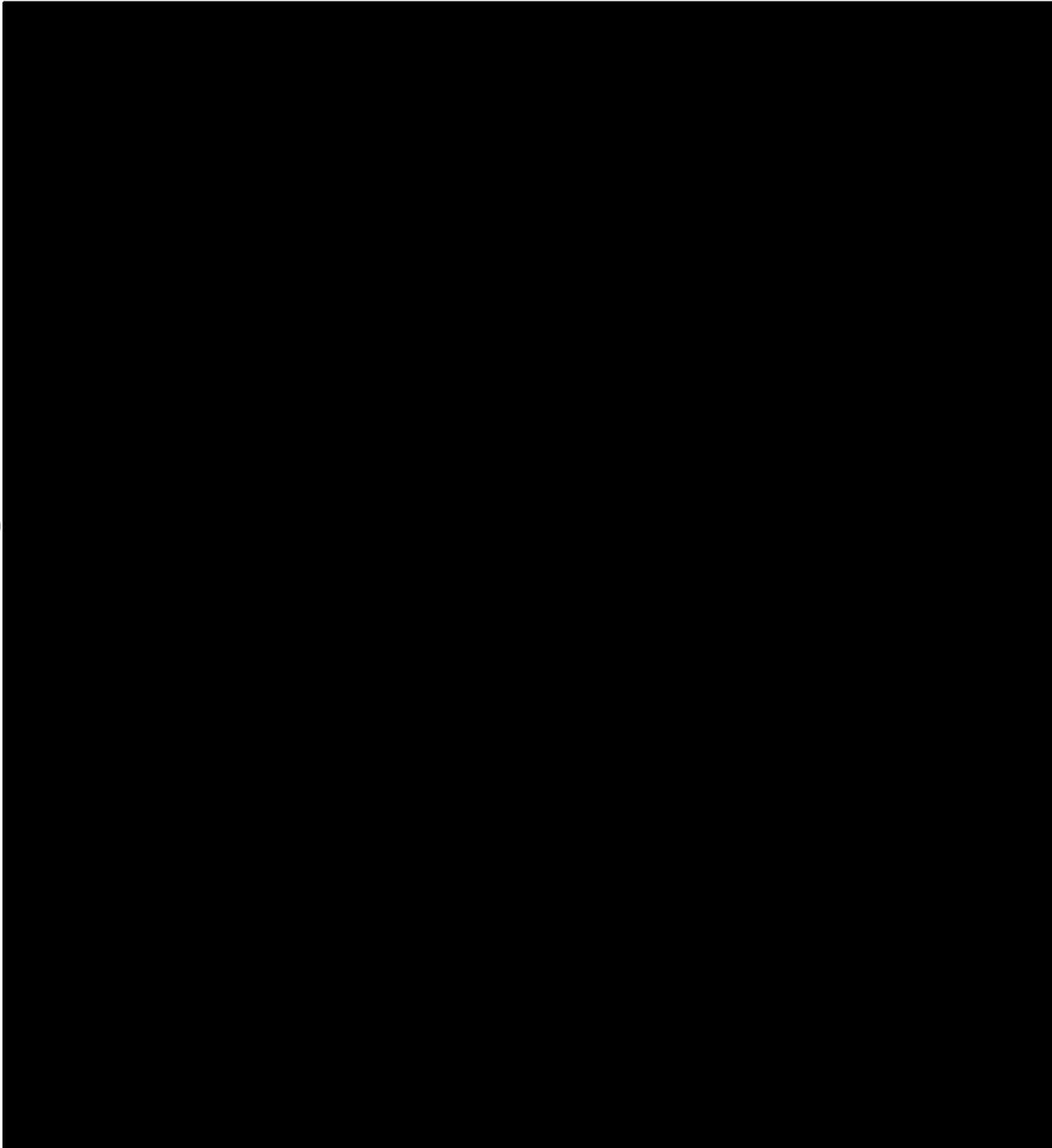
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Dynasty Group
Engineering & Services

Vernon D. Stutzman, PLS
Senior Crew Chief



205 W. Wacker Dr., Suite 1450 • Chicago, Illinois 60606 • •
Phone: (312) 704-1970 • Fax: (312) 704-1977 • www.dynastygrp.com

EXHIBIT "1"

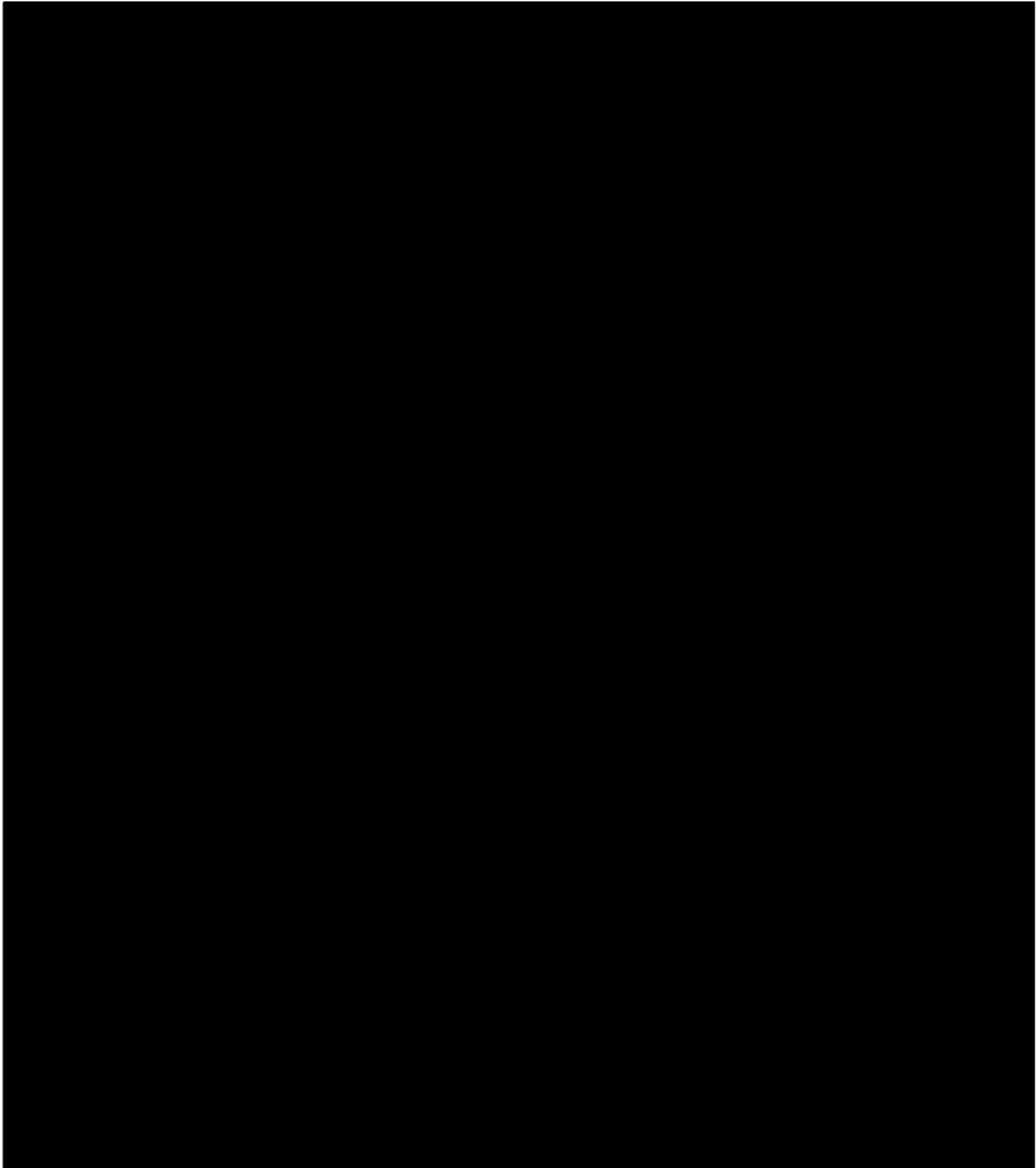
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Dynasty Group

CONSTRUCTION MANAGEMENT

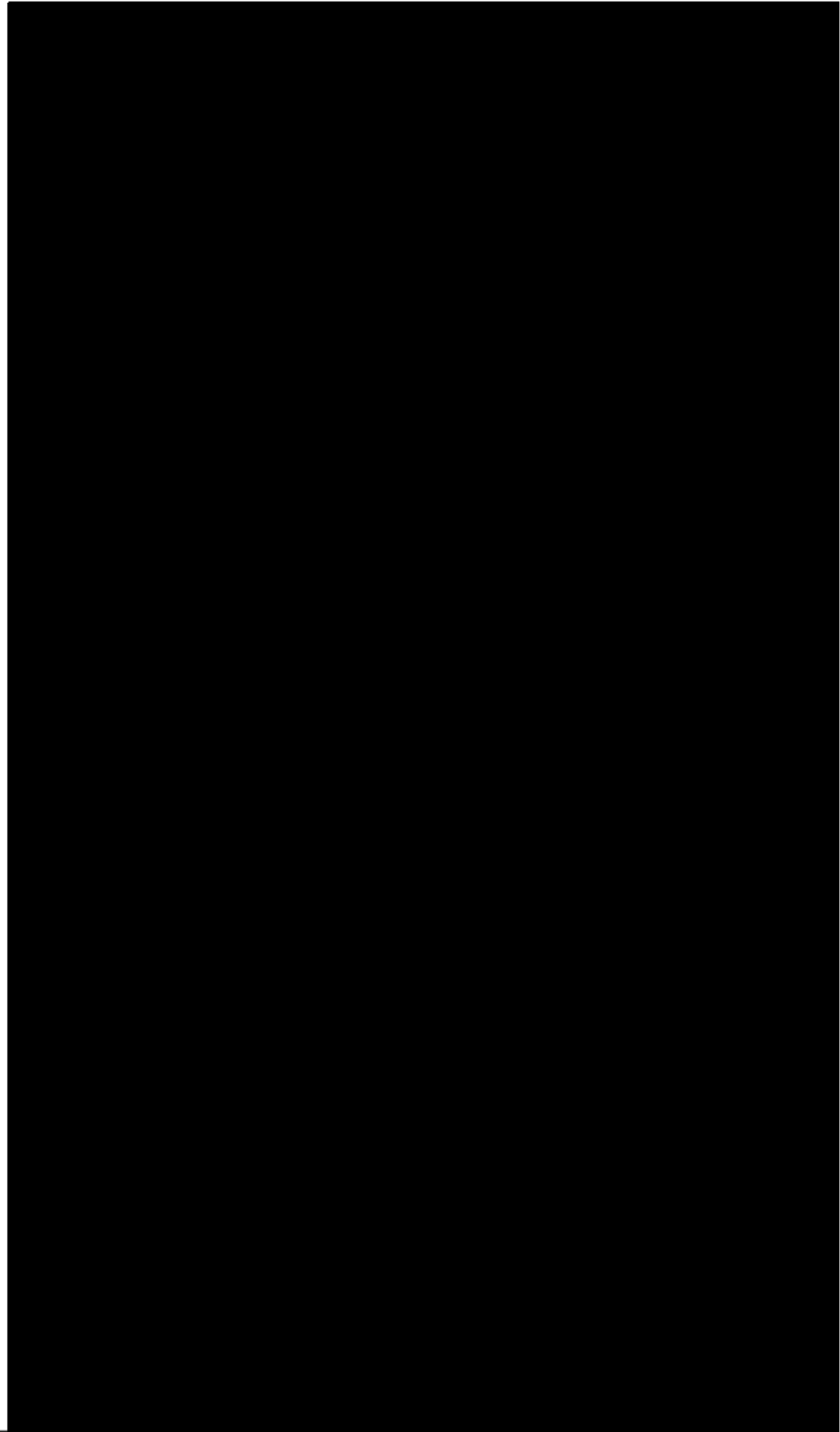
Justin M. Monson
Senior Engineer



205 W. Wacker Dr., Suite 1450 • Chicago, Illinois 60606 •
Phone: (312) 704-1970 • Fax: (312) 704-1977 • www.dynastygrp.com

EXHIBIT "1"

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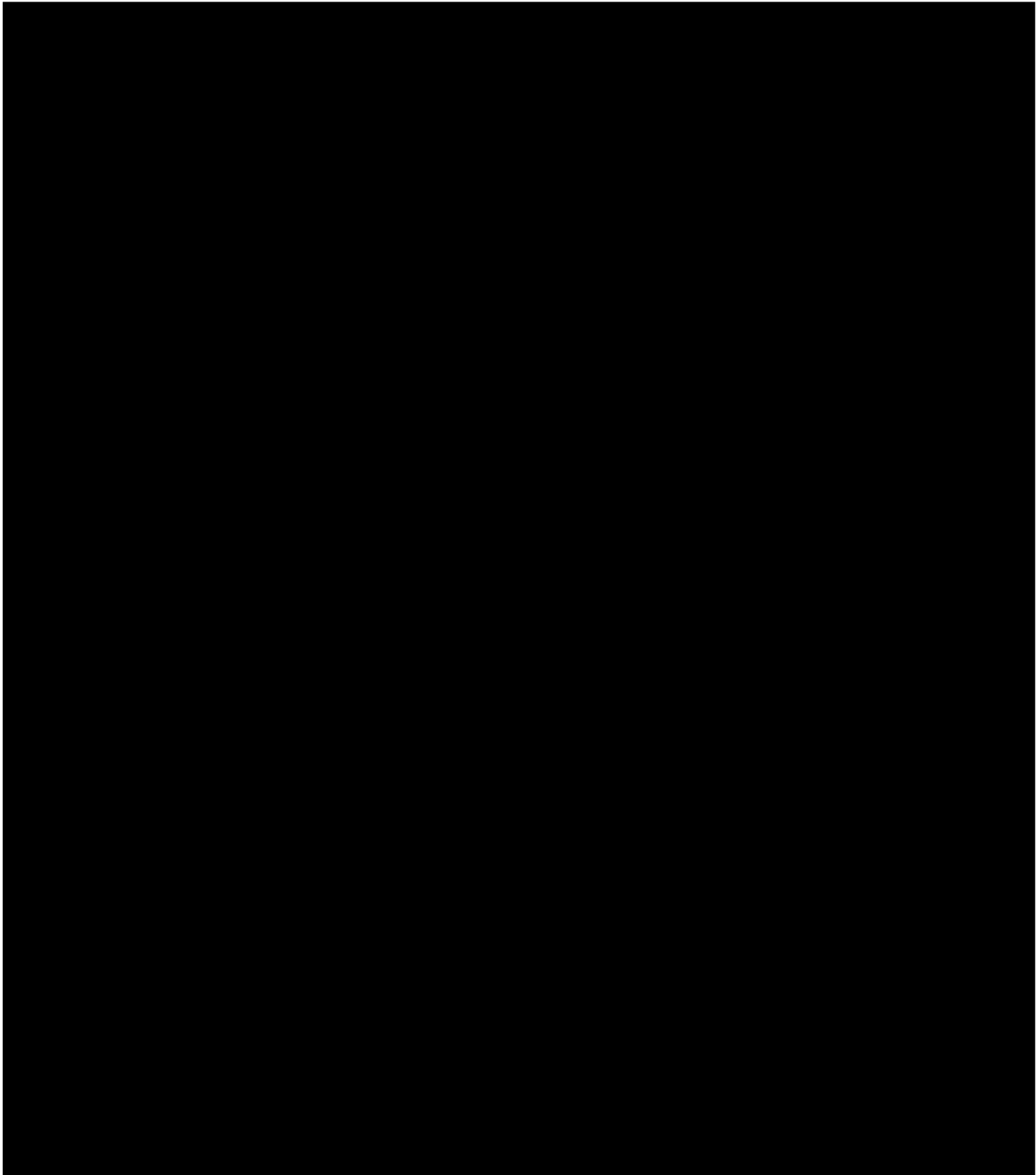




Dynasty Group

Engineering & Services

Jaime Lopez, SIT
Senior Crew Chief



205 W. Wacker Dr., Suite 1450 • Chicago, Illinois 60606 •
Phone: (312) 704-1970 • Fax: (312) 704-1977 • www.dynastygrp.com

EXHIBIT "1"

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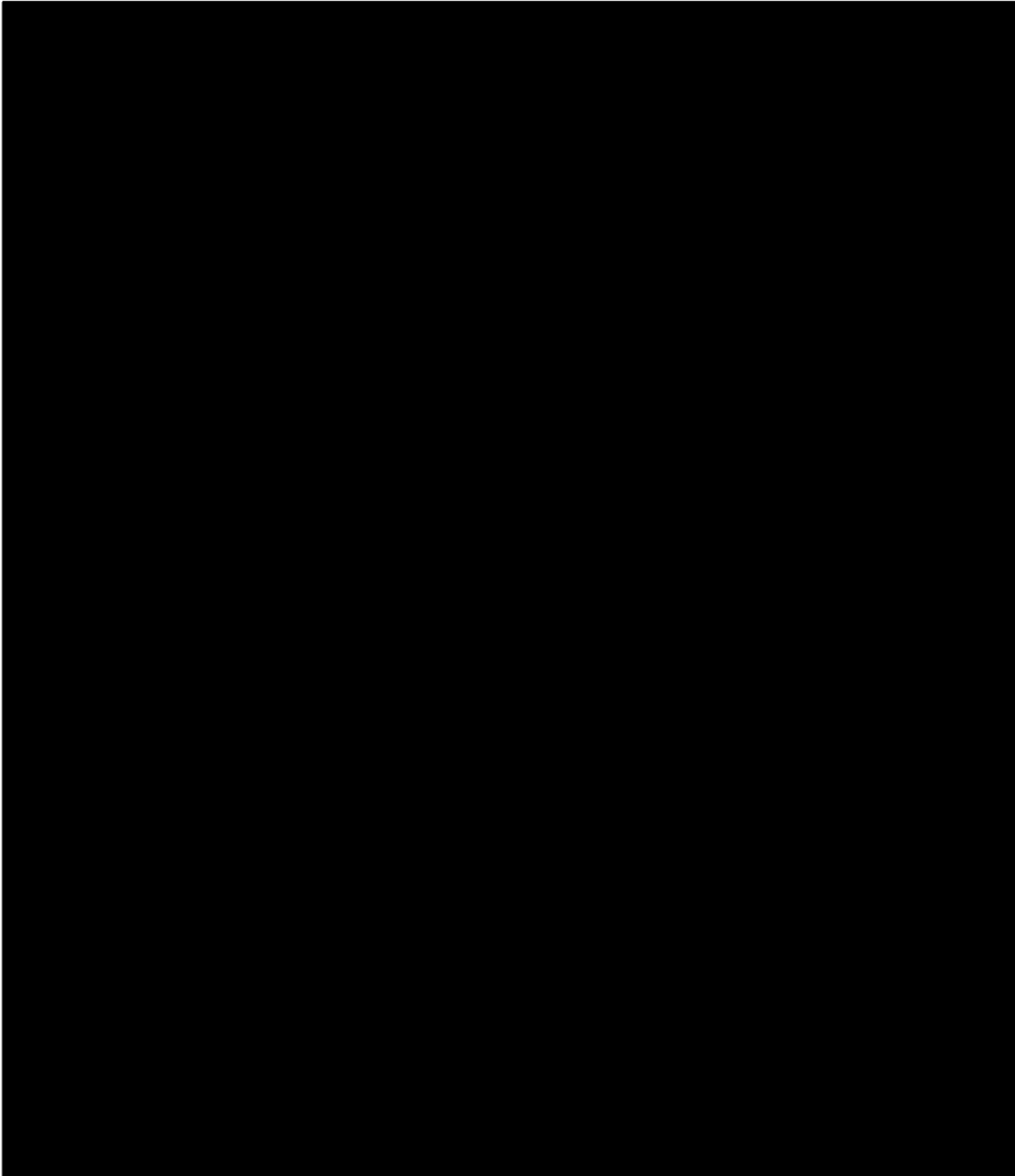


Exhibit F Scope of Survey Services

Phase 2 survey for PSB11-4, Item 4 (I-90 Widening) will include:

A. HORIZONTAL/VERTICAL CONTROL

Dynasty Group, Inc. will be supplied with horizontal and vertical control network which will be of sufficient accuracy and density so that additional control will not be needed to be set for the supplemental and drainage survey.

B. SUPPLEMENTAL TOPOGRAPHIC SURVEY

Survey limits will be along the I-90 corridor from +/-2,300' east of Bartlett Road to west of the ramps from/to IL Route 31 (State St.).

The I-90 Bridge over the Fox River as well as the Fox River will be omitted from survey scope.

Three (3) days of supplemental topographic survey per mile of I-90 within project limits (+/- 7miles) will be available for any topographic survey deemed necessary by client. This supplemental survey will be at the discretion and by the direction of the client and will not exceed 21 days.

Total station will be used for survey done on hard pavement, drainage, structural components, etc. RTK GPS will be available for ground survey (ditch lines, etc.)

The IDOT standard survey point code system shall be used along with Tollway survey standards and guidelines

C. Drainage Survey

All existing drainage structures including sanitary sewers, storm sewers, and combined sewers, water main systems

and appurtenances will be field located based on features visible from the ground.

Rim and invert elevations will be obtained for all sewer structures including manholes, catch basins, and inlets. Invert elevations, sizes and type of pipe material will be obtained for all pipes as well as the direction of flow.

Manholes and utility vaults will not be entered or cleaned or pumped out.

Drainage ditch lines will be surveyed at a 50' interval

D. Preparation of Existing Plat of Highway

Corridor survey control network will be supplemented for the purpose of location of ROW, property and section markers pertinent to the creation of plat of highway.

Existing plat of highway for the length of the I-90 corners and within the survey limits will be prepared.

Assume that all previous land acquisitions, deeds and additional title reports associated with the I-90 limits will be supplied to Dynasty Group prior to survey.

E. Preparation of Plat of Surveys

Research and field work will be done for the preparation of up to 50 parcels for land acquisition

Assume all necessary title reports will be supplied to Dynasty Group prior to survey

F. DTM Model

Survey data for drainage and supplemental survey (where applicable) will be added to existing DTM model created from aerial survey.

F. DATA TRANSFER

Based on the field data collected, a Microstation V8 CAD drawing shall be provided showing all line work and topographic features including above ground and below ground utility information obtained. The survey shall be prepared in accordance with Illinois Tollway standards.

Other deliverables include composite DTM, drainage inventory with invert information, ascii file of all surveyed points and plats of highway and survey.

EXHIBIT "F"

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EXHIBIT G
CURRENT OBLIGATIONS FOR PROJECTS

Firm Name: Dynasty (subconsultant)

Project/Job number	Work scope and description 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

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ _____

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

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

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 0.00%

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

Date Revised 04/09/12

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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 **	_____
	Total this Subconsultant (ULC)	\$ _____ -

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

GSG Exhibits

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**Subcontractor/Consultant Financial Disclosure Form
Compliance Document To Version 12/1/2011**

Illinois Tollway Contract Number: I-11-4018
Subcontractor (Consultant) Firm Name: GSG Consultants, Inc
Prime Contractor (Consultant) Firm Name: Alfred Benesch & Company

Pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code, the information in this document is required.

The following additional Sections are to be completed and submitted in compliance with the Illinois Procurement Code (Refer to Sections 1 through 3 previously submitted with Version 12/1/2011):

Section 4: Debarment/Legal Proceeding Disclosure (All Vendors must complete this section).

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

Debarment from contracting with any governmental entity	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Professional licensure discipline	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Bankruptcies	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Adverse civil judgments and administrative findings	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Criminal felony convictions	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

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 5: 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 6: Representative Lobbyist/Other Agent (All Vendors must complete this section).

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act 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 pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This Disclosure information is submitted on behalf of: GSG Consultants, Inc
(Vendor/Subcontractor Name)

Name of Authorized Representative: Ala E Sassila

Title of Authorized Representative: Principal

Signature of Authorized Representative: 

Date: 5/4/2012

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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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Tollway Contract Number: I-11-4018
Subcontractor (Consultant) Firm Name: GSG Consultants, Inc
Prime Contractor (Consultant) Firm Name: Alfred Benesch & Company

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 subcontracting 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

RETURN WITH SUBCONTRACT

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.

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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	
	
Authorized Officer	02/13/2012 Date

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Tollway Contract Number: I-11-4018
Subcontractor (Consultant) Firm Name: GSG Consultants, Inc
Prime Contractor (Consultant) Firm Name: Alfred Benesch & Company

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:

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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 

Printed Name Ala E Sassila

Title Principal Date 02/13/2012

Address 855 West Adams # 200

Chicago, IL 60607

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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: _____

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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.)

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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.

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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).

EXHIBIT "1"

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RETURN WITH SUB-CONTRACT

- (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 

Date 02/13/2012



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

EXHIBIT "1"

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Project Number: I-11-4018

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	
Geotechnical													
Project Start Up						200							200
Subsurface Exploration						400	600	600	600				2200
Geotechnical Analysis Geotechnical Design and Report							300	300	300	300	300	300	1800
Project Management						40	40	40	40	40	40	40	280
QA/QC							20	20	20	20	20	20	120
TOTALS						640	1200	1200	1200	600	600	600	6040

- 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 04/09/12

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 EXHIBIT "1"

Project Number: I-11-4018

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	
Geotechnical													
Project Start Up													
Subsurface Exploration													
Geotechnical Analysis Geotechnical Design and Report	40	16	16	16	16	16							120
Project Management	20	6	6	6	6	6							50
QA/QC	20	4	4	4	4	4							40
TOTALS	80	26	26	26	26	26							210

- 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 04/09/12

EXHIBIT "1"
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Project No. I-11-4018

Consultant: GSG Consultants, Inc

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 6,250.00
(From Exhibit C-3)

Total Dollars: \$ 210,797.00
(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 \$ 590,231.60

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

TOTAL DIRECT COSTS \$ 807,456.58

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) \$ 1,397,688.18

Date: 5/1/2012

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	Alvarado, Edward	\$43.25	\$39.21	No
	Claussen, Robert	\$39.00		
	Giannetta, Michael	\$38.00		
	Kougias, George	\$37.00		
	Miller, Justin	\$38.00		
	Vargas, Nick	\$40.00		
Project Engineer	Chandhuri, Kalyan	\$31.00	\$33.30	No
	Dean, Eric	\$33.50		
	Jefferson, Quentin	\$35.00		
	Jones, Alcus	\$35.00		
	Parakalla, Naveen	\$32.00		
Staff Engineer	Jarass, Qassem	\$30.00	\$26.67	No
	Johnson, Charles	\$24.00		
	Waddell, Robbie	\$26.00		
Technician	Ahmed, Anjum	\$25.00	\$23.53	No
	Cagney, Thaddeus	\$22.50		
	Gren, Helena	\$22.15		
	Huey, Jody	\$21.90		
	Jaber, Maher	\$26.00		
	Motlani, Imran	\$22.15		
	Oliver, Lindsey	\$25.00		
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 04/09/12

Project No.: I-11-4018

Consultant: GSG Consultants, Inc

Date: 5/1/2012

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 12 NO. OF MONTHS
 SCHEDULED START DATE: 6/1/2012
 RAISE DATE: 1/1/2013
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR

Date	-	Date	Date	-	Date	Date	-	Date	Date	-	Date	Date
6/1/2012	-	12/31/2012	1/1/2013	-	5/31/2013		-			-		
7.0			5.0			0.0					0.0	
12.0			12.0			12.0					12.0	
58.33%			42.92%									
Factor First Period			Escalation Factor Second Period			Escalation Factor Third Period					Escalation Factor Fifth Period	

The escalation factor for this project is: 101.25%

EXHIBIT "1"
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EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate	\$ 45.00	X	190	\$	8,550.00
	<small>Includes Tolls</small>		<small>No. of Days</small>		

Mileage	\$ 0.510	X	1,000	\$	510.00
	<small>Mileage Rate</small>		<small>No. of Miles</small>		

(Use mileage rate found at:

<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>

TOTAL VEHICLE REIMBURSEMENT				\$	9,060.00
------------------------------------	--	--	--	----	-----------------

B. ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here:

http://www.illinoistollway.com/documents/10157/36206/LG_TO_LLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

\$	797,646.58
----	-------------------

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 _____

Date Revised 04/09/12

TOTAL ITEMIZED DIRECT COSTS

EXHIBIT "1"
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 \$ 750.00

Project No. I-11-4018

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

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 Premium portion
Overtime	Actual Cost
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) \$45/day (Maximum)
DAILY RATE ONLY 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-11-4018

Consultant: GSG Consultants, Inc

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Ala E Sassila

Classification: Project Principal

Project Manager: Claussen, Robert

Classification: Senior Engineer

Project Engineer: _____

Classification: _____

Resident Engineer: _____

Classification: _____

Documentation Engineer: _____

Classification: _____

Project Civil Engineer: _____

Classification: _____

Project Structural Engineer: _____

Classification: _____

Project Drainage Engineer: _____

Classification: _____

Senior Engineer: _____

Classification: _____

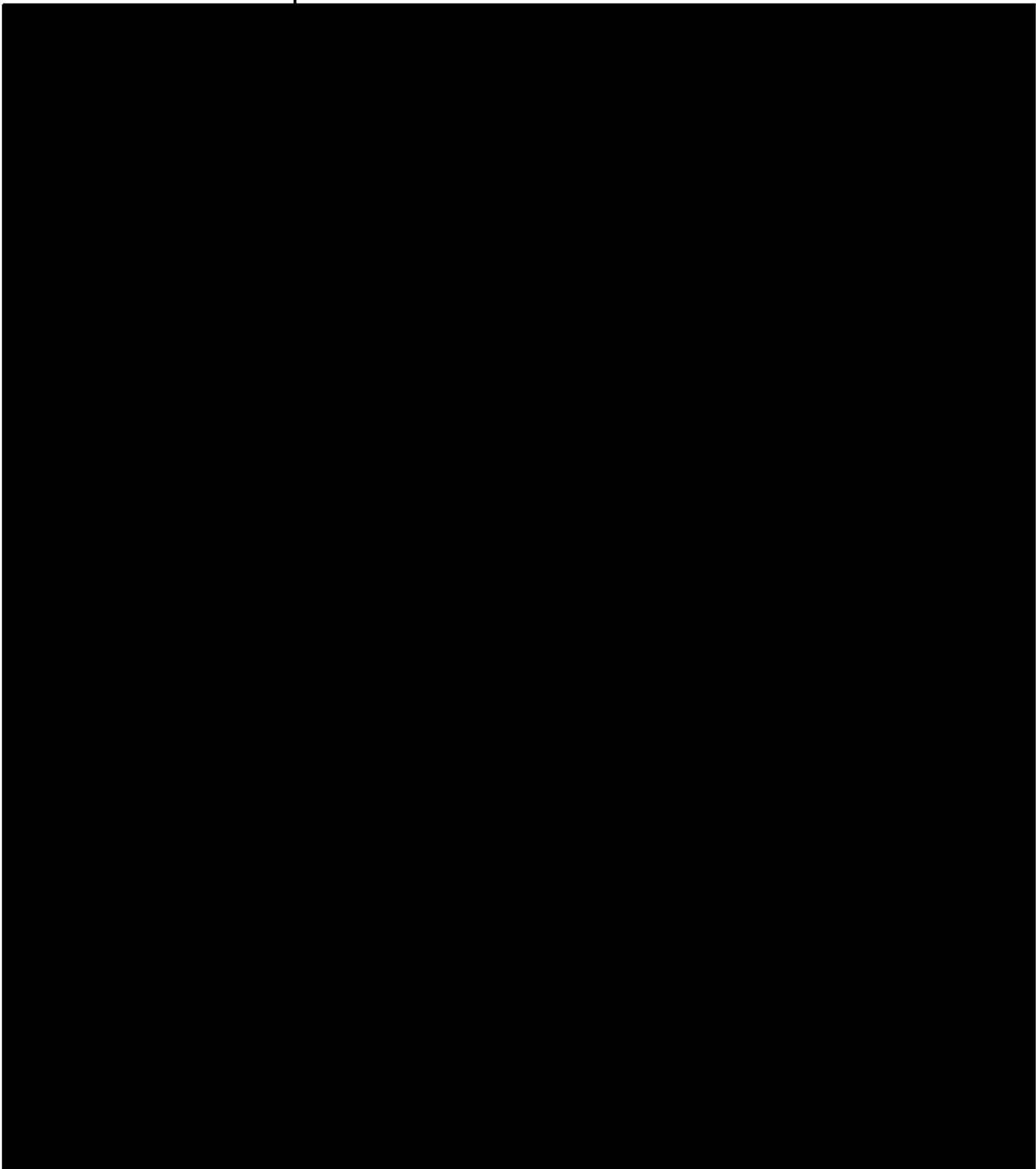
Others: _____

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

Attach resumes of all key personnel

Ala Sassila, Ph.D., P.E.

*Engineering & Construction
Management Practice Lead*



Robert Claussen, P.E.
Senior Engineer

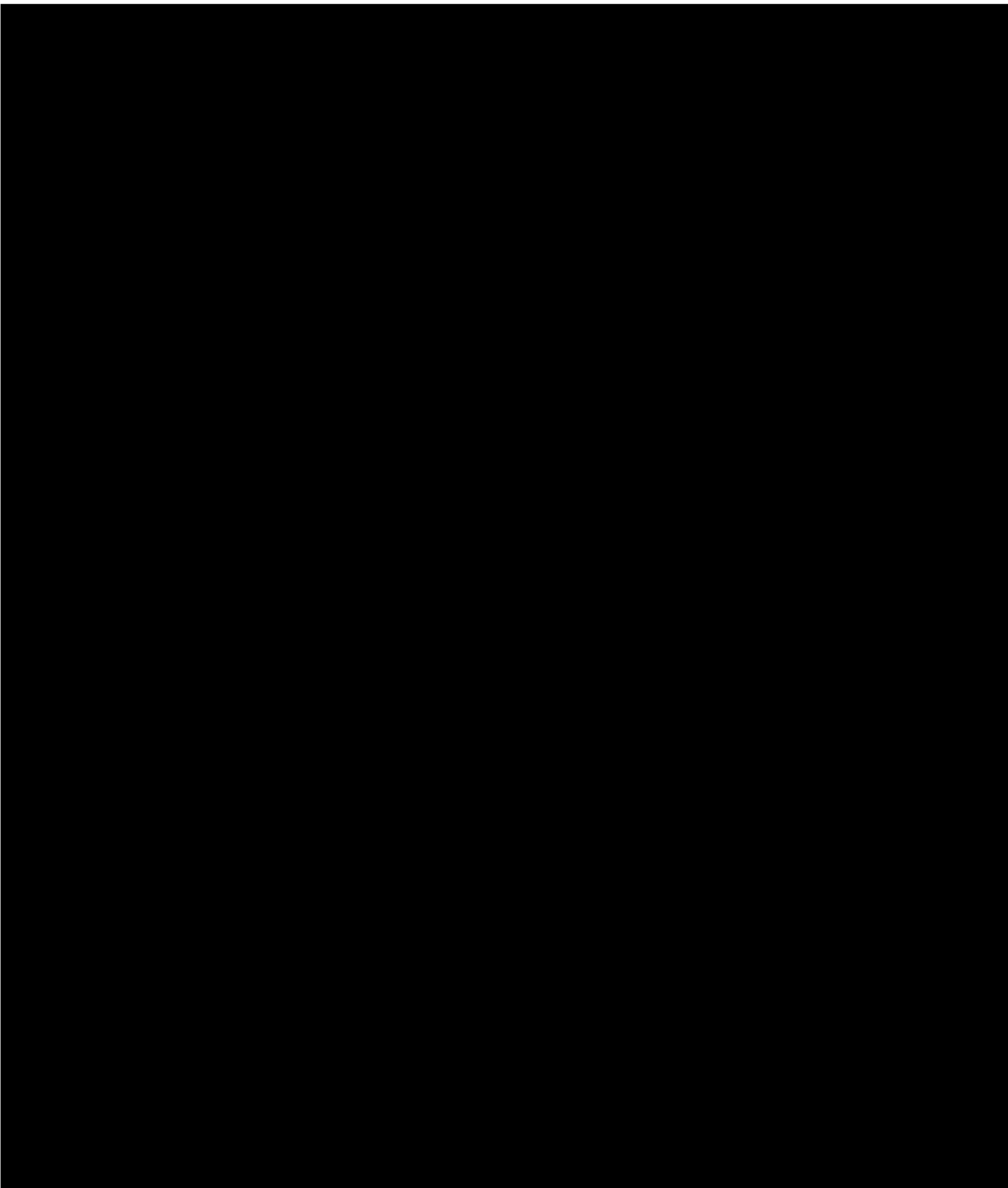


EXHIBIT "1"

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Exhibit F

Scope of Services

**Geotechnical Soil Investigations and Reporting
Jane Addams Memorial Tollway Reconstruct and Add Lane
M.P. 61.30 (Higgins Road) to M.P. 52.10 (Randall Road)**

PROJECT UNDERSTANDING

The Subsurface exploration and geotechnical analysis and reporting will be performed for the reconstruction and widening of existing mainline and ramp pavements and for the reconstruction and/or rehabilitation and widening of existing bridges. GSG assumed that each rig will require one mobilization/demobilization and that the drilling rigs can either stay on the tollway's median, tollway plaza, or maintenance yard. The following is a brief description of the number of soil borings and depth for roadways and structures.

Roadway

We will advance 1 soil boring at every 300 feet on center on each side of the mainline. The borings will be advanced at the shoulder to a depth of 10 feet. Below is a summary of the number of the soil borings for roadways

Location	Length (ft)	No. of Borings	Depth
Mainline	33,980	227	10
IL Rte. 31 Interchange			
Four Loop	1,500	10	10
Four Directional	2,500	17	10
IL Rte. 25 Interchange			
IL 25 to NWEB	1,100	8	10
NWEB to IL 25	2,200	15	10
NWEB to IL 25	1,200	8	10
IL 25 to NWEB	1,500	10	10
Common Connector	1,400	10	10
Beverly Interchange			
Beverly to NWEB	2,100	14	10
NWEB to Beverly	2,100	14	10
IL Rte. 59 Interchange			
IL 59 NB to NWEB	2,200	15	10
NWEB TO IL 59	2,400	16	10
IL 59 SB TO NWEB	2,000	14	10
NWEB TO IL 59	2,500	17	10
IL 59 SB TO NWEB	1,000	7	10
Total Borings and Depths		402	4,020

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We will also collect probes of existing pavements every ½ mile in each direction as follows:

- At every whole number milepost (e.g. 2.0, 3.0) in the westbound direction and at every half mile milepost (e.g. 2.5, 3.5) in the eastbound direction: 1) core the outside lane pavement (lanes 3 or 4) to determine the thickness of each existing pavement or overlay; 2) after coring, obtain one 3" diameter split spoon sample of 18" length of existing subbase aggregate and the top of subgrade soils; and 3) identify the thickness and composition of the subbase aggregates and composition of the subgrade soils at each location. Backfill each probe location with fine graded aggregate and/or grout as required.
- At every half mile milepost (e.g. 2.5, 3.5) in the westbound direction and at every whole number milepost (e.g. 2.0, 3.0) in the eastbound direction: 1) core the inside lane of mainline pavement (lane 1) to determine the thickness of each existing pavement or overlay; 2) obtain one 3" diameter split spoon sample of 18" length of existing subbase aggregate and the top of subgrade soils; and 3) identify the thickness and composition of the subbase aggregates and composition of the subgrade soils at each location. Backfill each probe location with fine graded aggregate and/or grout as required.
- For subbase aggregate samples that visually appear to be consistently the same, combine samples to perform accurate gradations, Standard Proctor tests (AASHTO T 99 Method C), and quality tests of the aggregate types found present. Subbase under the middle and outside lanes were placed in the 1950's, while subbase.

Bridges

GSG will advance a total of three borings at each of the above bridge, one boring at each pier, shoulder and median. The borings will be extended to a depth of 75 feet each. If the Bridge to be replaced, we will advance additional soil borings at the abutment of each bridge. GSG's budget is based on the assumption that the borings will be performed only at the piers of each bridge, for dual bridge, we will advance a total of 6 borings.

Bridge Location	Length	Width	No. of borings	Depth
IL Rte 31 Mainline	348	67.5	6	75
IL Rte 25 Crossroad	245	70	3	75
IL Rte 25 (Ramp) Crossroad	250	42.8	3	75
Beverly Road Crossroad			3	75
EJ&E RR Mainline	291.3	61.2	6	75
IL 59 (Sutton Rd.) Cross Road			3	75
Bartlett Rd. Crossroad	239	68.5	3	75



Total Borings and Depths	24	1,800
--------------------------	----	-------

Signs

We will advance one (1) a boring at cantilever signs and two (2) borings at truss signs to a depth of 40 feet each at the following locations:

Station	Type	Description	No. of Borings	Depth (ft)
(ft)2868+67	Truss	I-Pass ½ Mile	2	40
2868+57	Cantilever	IL 31 NB Exit	1	40
2869+00	Truss	IL 31 NB/SB Exit	2	40
2898+16	Truss	I-Pass 1 Mile	2	40
2889+69	Truss	Dynamic Message Sign	2	40
2931+41	Truss	59 3 miles IL 25 Exit	2	40
2951+54	Truss	IL 31 1 ½ Miles IL 25 Exit	2	40
3050+87	Truss	IL 31 4 Miles Beverly Road Exit	2	40
3094+44	Truss	IL 59 Exit	2	40
3139+84	Truss	Beverly Road 1 ½ Miles	2	40
Total Borings and Depths			19	760

Retaining Wall

We will advance soil borings at intervals of 75 feet for all retaining / noise walls with height less than 20 feet. The borings will be advanced to a depth equal 2 times of the wall height from below footing, but not less than 20'. The following is a summary of the soil borings.

Station to	Station	Height (ft)	No. of Borings	Depth (ft)
2913+50	2915+50	14	3	30
2924+50	2930+50	12	8	25
2922+50	2925+50	8	4	20
2943+50	2944+50	7	2	20
3078+50	3086+50	10	11	20
3087+30	3098+50	15	15	20
3125+50	3130+50	12	7	25
South side of I-90 between Illinois 31 and River Road		18	44	40
South side of I-90 east of Dundee Road		16	30	40
Along Beverly Road EB entrance ramp to I-90		12	19	40
South of I-90 west of Sutton Road		14	41	40
Total Borings and Depths			184	6,465

Environmental Sampling

GSG will coordinate with the project environmental consultant and will provide soil samples during the field activities. GSG assumed all environmental soil samples will be collected from the geotechnical soil borings and no additional borings for environmental sampling will be required.



PROJECT APPROACH

1.0 Project Startup

- A. Review all available existing geotechnical data, proposed project improvement and project related information and develop a subsurface exploration program in accordance with the Tollway Geotechnical Manual. If a specific project requirement is not addressed in the Tollway Manual, we will follow the IDOT Geotechnical Manual and/or the latest edition of the Manual on Subsurface Investigations published by the American Association of State Highway and Transportation Officials (AASHTO).
- B. Conduct a visual reconnaissance of the project area to evaluate access for drilling equipment and locate proposed soil boring locations. During our reconnaissance, we will also document existing pavement conditions, pavement width, number of traffic lanes, and the presence of any medians. This information will be later used as supporting data for our geotechnical reports.
- C. Prepare a sampling plan showing proposed location of the soil borings, boring depth and soil testing parameters.
- D. Obtain access permit for all public property and right-of-entry on all private properties. We will coordinate with the Tollway to obtain right-of-entry access for private properties.
- E. Contact JULIE (Illinois One Call System) 48-hours prior to the start of field activities and obtain clearance for underground utilities at each boring locations. We will request a joint utility meeting at locations where necessary to obtain clearance for the planned borings.

2.0 Subsurface Exploration

- A. Soil borings will be laid out by a surveyor retained by BV3. GSG will provide a plan showing the proposed location of the soil borings. The surveyor will provide the coordinate and vertical elevation of the soil borings.
- B. Coordinate with the environmental consultant for sample collection. Environmental soil samples will be collected from selected location of the geotechnical borings. No decontamination or field screening are included in GSG's geotechnical field sampling.
- C. Arrange for traffic control for soil borings requiring traffic control during field activities.



EXHIBIT "1"

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- D. Mobilize truck-mounted or track drill rigs to the project area and perform subsurface exploration activities. Soil samples will be collected using split-barrel samples utilizing the Standard Penetration Test (SPT) procedures where subgrade and stability analyses are required, and at the location of all proposed bridges and structures. Rock coring will be conducted if rock is encountered at structure borings. The rock coring will extend to a depth of at least ten (10) feet below the top of the rock surface.
- E. Subsurface exploration and sampling activities will be supervised by an experienced geotechnical engineer. All material recovered from each split barrel will be carefully examined and visually classified at the time of sampling by the field geotechnical engineer. The field geotechnical engineer will prepare a written record (field log) providing SPT results, soil classification, field observations and other relevant data.
- F. Soil samples will be preserved in a 2 in. diameter, 8 ounce, screw-top, airtight clear glass jars. The soil samples will be placed in the jars and sealed as soon as taken, and the jars will be stored in cardboard boxes, marked and identified. The jar labels will show the section number, boring number, depth at which sample was taken, and number of SPT blows. The samples shall be protected against freezing and the jars against breakage, and will be delivered to the soil laboratory on a daily basis for laboratory testing.
- G. We will backfill each borehole with soil cuttings or grout mix, based on the subsurface condition after completion of all field explorations and after all samples, observations and information have been collected. Patch top of each borehole with asphalt or concrete mixed in accordance with existing surface.

3.0 Laboratory Testing Program

GSG will perform laboratory testing program on selected soil samples. The type of the laboratory testing program is dependent upon the type of soil encountered but will generally include visual engineering classification, natural moisture content, particle-size (sieve & hydrometer), unit weight, and Atterberg limits testing. Additional test may also include organic content, Illinois Bearing Ratio (IBR), and consolidation test based on the actual soil conditions encountered during the subsurface exploration.



4.0 Geotechnical Analysis and Reporting

A. Draft Report

We will prepare a "Draft Geotechnical Report" upon completion of all field explorations, laboratory testing, and all engineering analysis. The report will include exhibits showing boring locations, boring logs, soil test data, soil profile drawings, and results of all special studies and analyses, engineering recommendation for the proposed project, construction considerations, and all other information specified by the Tollway Geotechnical Manual and IDOT's Geotechnical Manual. The report will also include recommendation regarding the need for additional geotechnical investigation during the construction phase. We will also provide a PDF electronic copy of the draft geotechnical report. The report will include the followings:

- **Summary of Site Investigation** - We will review the general topography and ground surface features, and consideration of any possible project design constraints such as right-of-way, utilities, construction limitations, water flow, scour or erosion conditions that may affect foundation considerations. We will also provide discussion of any evidence of unstable ground conditions, geologic formations, groundwater conditions or other site conditions that may affect foundation selection.
- **Roadway** - GSG will review the field and laboratory testing data and will perform engineering analysis for the proposed roadway reconstruction / addition. The engineering analysis for the roadway will include stability analysis of the sub-grade, embankment slope stability and settlement, sub-grade improvement, drainage systems and filters, and sub-grade frost susceptibility. The geotechnical report will include results of the engineering analysis; pavement design parameters; location and extent of unsuitable and unstable soils present within each crossing area such as highly organic soils, frost susceptible soils, high shrink/swell potential soils, soil with high moisture content, or low shears strength. The report will include location specific sub-grade treatment recommendations based on the conditions encountered at each location. The recommendation will include width and depth of area requiring treatment and type of treatment. We will also include recommendation regarding underground utilities excavation and placement, signal foundation and other project related components.
- **Structure** - The engineering analysis and recommendation for bridges, culverts, and signs will include evaluations of short and long-term stability and settlement due to excavations and embankment loadings, including recommendations for cut and fill slopes and need for settlement platforms and piezometer, analysis for foundation type, drainage and drainage systems, scour evaluations and remedial treatments, seismic evaluation, and construction considerations. We will include a detailed discussion regarding foundation conditions and

recommended foundation type and criteria for design of bridges, retaining walls, buildings, culverts and other structures. We will also provide information regarding temporary earth support system during construction, anticipated groundwater problems and management during construction, consideration of underpinning, where appropriate, and description of recommended instrumentation and monitoring program during construction.

B. Final Report

We will issue the final Geotechnical Report after incorporating the review comments made on the Draft Geotechnical Report by the Tollway. The final Geotechnical Report will be stamped by a Professional Engineer licensed in the State of Illinois and experienced in geotechnical engineering under whom all phases of geotechnical work were performed. We will submit five (5) copies of the final Geotechnical Report and we will also provide a PDF electronic copy of the final report.



EXHIBIT G

**CURRENT OBLIGATIONS FOR PROJECTS
GSG Consultants, Inc**

Work Scope and Description of Project	Fee (including All Supplemental and Extra Works orders	Fee Remaining to Be Earned	Estimated Date of Completion
Phase III - RR-11-5636	\$449,705	\$449,705	Feb-13
System Wide RR-11-4032	\$600,000	\$600,000	Apr-17
System Wide RR-11-9110	\$25,000	\$25,000	Dec-12

Date Revised 04/09/12

EXHIBIT "1"
PAGE 376 OF

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)	\$ _____

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ _____

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

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

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)

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

** Additional services funds require prior authorization before use

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

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

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

Huff & Huff



**Subcontractor/Consultant Financial Disclosure Form
Compliance Document To Version 12/1/2011**

Illinois Tollway Contract Number: I-11-4018
Subcontractor (Consultant) Firm Name: Huff & Huff, Inc.
Prime Contractor (Consultant) Firm Name: BV3 JV - Benesch & V3

Pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code, the information in this document is required.

The following additional Sections are to be completed and submitted in compliance with the Illinois Procurement Code (Refer to Sections 1 through 3 previously submitted with Version 12/1/2011):

Section 4: Debarment/Legal Proceeding Disclosure (All Vendors must complete this section).

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

- | | | |
|---|------------------------------|--|
| Debarment from contracting with any governmental entity | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Professional licensure discipline | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Bankruptcies | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Adverse civil judgments and administrative findings | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Criminal felony convictions | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

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 5: 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 6: Representative Lobbyist/Other Agent (All Vendors must complete this section).

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act 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):

N/A

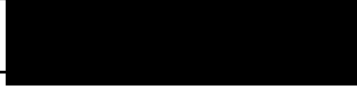
Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This Disclosure information is submitted on behalf of: Huff & Huff, Inc.
(Vendor/Subcontractor Name)

Name of Authorized Representative: Linda L. Huff, P.E.

Title of Authorized Representative: President

Signature of Authorized Representative: 

Date: 05/02/2012

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"

RETURN WITH SUBCONTRACT

Tollway Contract Number: 1-11-4018
Subcontractor (Consultant) Firm Name: Huff & Huff, Inc.
Prime Contractor (Consultant) Firm Name: Benesch

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 subcontracting 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.

RETURN WITH SUBCONTRACT

(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.

EXHIBIT "1"

RETURN WITH SUBCONTRACT

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.

_____Huff & Huff, Inc._____ Name of Subcontracting Company	
_____	_____
Authorized Officer	02/13/2012 Date

EXHIBIT "1"

RETURN WITH SUBCONTRACT

Tollway Contract Number: I-11-4018
Subcontractor (Consultant) Firm Name: Huff & Huff, Inc.
Prime Contractor (Consultant) Firm Name: Benesch

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:

RETURN WITH SUBCONTRACT

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)

Huff & Huff, Inc.

Signature



Printed Name Linda L. Huff

Title President Date 02/13/12

Address 915 Harger Road, Suite 330

Oak Brook, IL 60523

EXHIBIT "1"

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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: Huff & Huff, Inc.

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

Name of any Parent Organization: N/A

EXHIBIT "1"
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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:

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.)

Clarita R. Lao, spouse of Manuel P. Lao, employee of Illinois State Toll Highway Authority

EXHIBIT "1"

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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.

EXHIBIT "1"

PAGE 390 OF 597

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: 53.09%. 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: Linda L. Huff

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 "1"

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RETURN WITH SUB-CONTRACT

- (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 "1"

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RETURN WITH SUB-CONTRACT

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: 6.799%. 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: James E. Huff

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 "1"

PAGE 393 OF 597

RETURN WITH SUB-CONTRACT

- (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 "1"

RETURN WITH SUB-CONTRACT

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: 9.000%. 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: Darren M. Greving

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 "1"

RETURN WITH SUB-CONTRACT

- (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 "1"

RETURN WITH SUB-CONTRACT

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: \$126,283.50. 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: Gerry Trzupsek

Address: [REDACTED]

(e-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"

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RETURN WITH SUB-CONTRACT

- (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 "1"

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.)

Please see attached.

This information is submitted on behalf of: Huff & Huff, Inc.

(Name of Vendor)

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

Name (printed) Linda L. Huff

Title President

Signature _____

Date 02/13/12

Current Obligations

Our Firm as Prime Consultant

<u>Project</u>	<u>PTB#</u>	<u>Fees (000's)</u>	<u>w/o Subs</u>		
			<u>0-6</u>	<u>7-18</u>	<u>>18</u>
IDOT - Environmental Studies	144-012	600	80	100	104
IDOT - Statewide Noise	126-020	225	9	0	0
IDOT - Statewide Noise	138-030	200	23	0	0
IDOT - Statewide Noise	149-028	400	80	120	177
Total as Prime		1425	192	220	281

Our Firm as Subconsultant To:

<u>Consultant / Project</u>	<u>PTB#</u>	<u>Sub Amt</u>	<u>0-6</u>	<u>7-18</u>	<u>>18</u>
Benesch - Danville	Local Road	43	18	0	0
Benesch - IL Route 83	Local Road	51	16	16	0
Benesch - Lorenzo	143-28	231	75	75	23
Benesch - Red Gate	Kane Co.	17	6	7	0
Benesch - Stearns Rd. Phase III	Kane Co.	131	3	0	0
CBBEL - Rosemont	Municipality	19	18	0	0
CBBEL - US Route 41	Local Road	58	10	30	15
CBBEL - US Route 45	Lake Co.	77	15	40	9
CBBEL - US45 EA	155-011	14	10	4	0
CBBEL - Various 11-03/IL 56	157-017	9	0	7	0
CDI - East Side Hwy EA	McLean Co.	1,190	200	626	200
CDI - I-55 at Weber	143-28	215	60	60	48
CDI - Oak Street	Municipality	110	20	50	18
CDI/HDR - US Rte 51	141-24	861	200	110	0
Ciorba - Algonquin Rd.	Local Road	2	1	0	0
Ciorba - Belvidere	Local Road	27	4	10	10
Ciorba - IL Route 171	146-002	50	20	16	0
Ciorba - Lake Zurich	Municipality	23	10	4	0
Ciorba - Pershing	Local Road	34	10	7	0
Ciorba - Sheridan Rd.	Municipality	2	2	0	0
Ciorba - Weber Rd.	Local Road	15	11	0	0
Civil Inc. - Morgan St.	Municipality	8	0	7	0
CMT - Cedar Lake #2	Lake Co.	42	20	16	0
CMT - Lawrence	McHenry Co.	11	0	9	0
CMT - Manhattan	Will Co.	14	4	6	0
CMT - Plank Rd.	Kane Co.	16	0	7	0
Collins - MCDOT	McHenry Co.	5	0	3	0
EEl - Fabyan	Kane Co.	10	3	0	0
EEl - Prairie St. Bridge	Local Road	25	15	5	0
GHA - Buffalo Grove Rd.	Lake Co.	15	15	0	0
GRAEF - IL47 I-90	Municipality	24	14	0	0
HNTB - I-80	152-004	126	20	42	48
Lochner - Main St.	Kane Co.	14	8	0	0
Patrick - 75th St, #2	DuPage Co.	7	7	0	0
Patrick - CREATE B9 EW1	CREATE	24	2	0	0
Patrick - CREATE WA-10#6	CREATE	15	6	6	0
Patrick - Smith Rd.	DuPage Co.	8	3	3	0
Patrick - Washington St.	Lake Co.	97	15	38	0
Patrick - Waubonsee IL 47	Municipality	7	0	6	0
PB - 290 Ph1 Pt2	157-001	236	20	100	114
PB - HSR 018	890-166	42	10	9	0
PB - HSR 030	890-166	25	8	8	0
PB - HSR 046	890-166	87	8	15	15
PB - Illiana	158-045	94	10	50	24
SEC - Elgin O'Hare	141-03	148	50	49	0
SEC - Fabyan Parkway	DuPage Co.	45	0	32	0
SEC - Richmond	Local Road	166	20	70	59
STV - IL 31 WO 02	155-015	22	2	16	0
Teng - IL Route 173	155-012	102	20	40	41
Teng - West County Line Rd.	Kane Co.	4	2	0	0
TranSystems - 15th Ave.	Municipality	4	3	0	0
TranSystems - Busse Woods BP	Municipality	17	6	8	0
TranSystems - County Line Bridge	Local Road	19	6	6	0
TranSystems - Dolton Yard	Municipality	13	6	5	0
TranSystems - DRT Fair Oaks	DuPage Co.	15	1	3	3

Current Obligations

TranSystems - DuPage River Trail, Post DuPage Co.	22	0	6	8	
TranSystems - Elgin Bikeway	24	12	8	0	
TranSystems - Fleming Rd.	McHenry Co.	30	10	4	0
TranSystems - IL Route 56	Local Road	11	3	0	0
TranSystems - Manhattan Rd.	Will Co.	42	5	10	13
TranSystems - No. Aurora #2	Local Road	30	11	0	0
TranSystems - Ohio Street Bridge	Local Road	28	5	0	0
TranSystems - Willow Road	148-002	84	20	38	20
TranSystems - WO#3 IL53/IL 56	189-150	4	4	0	0
URS - Thorn Creek	Local Road	49	20	24	0
V3 - DPRR	151-012	4	4	0	0
V3 - I-55 Interchange	Local Road	84	30	30	19
V3 - IL Route 173	151-012	4	4	0	0
V3 - IL Route 56	151-012	4	4	0	0
V3 - US Route 14	151-012	4	4	0	0
WBK - Lindgren Rd.	Local Road	5	3	0	0
WHA - Caton Farm Rd.	Local Road	9	9	0	0
WHA - CR 58	Local Road	6	3	0	0
WHA - Indiana Ave.	Local Road	4	2	0	0
WHA - Offner Road	Will Co.	6	6	0	0
WHA - Washington St.	Local Road	11	0	0	11
Total as Subconsultant		5151	1172	1741	698

Non-IDOT Transportation

<u>City of Chicago</u>	<u>Sub Amt</u>	<u>0-6</u>	<u>7-18</u>	<u>>18</u>	
Benesch - Fullerton	---	32	0	0	12
HNTB - OMP BP#3	---	48	16	0	0
Jacobs - CDOA 1	---	12	3	0	0
T.Y. Lin - CDOA 4	---	18	6	9	0
T.Y. Lin - ORD NPDES	---	23	8	0	0
V3 - CPD NOISE	---	18	6	0	0
		151	39	9	12

ISTHA

Bloom - DUR / Various	RR-11-5630	10	5	5	0
ISTHA - RR-07-9037	RR-07-9037	518	31	0	0
ISTHA - RR-09-5595	RR-09-5595	872	150	300	176
		1,400	186	305	176

All Other (Public & Private)

CDI - County Line IN	---	25	3	0	0
CDI - Parke County	---	42	11	0	0
CDI - Putnam Co.	---	13	3	0	0
CDI - South E Street	---	30	4	0	0
DuPage - CCDD	---	15	4	0	0
Griffith - EJ&E	---	9	3	0	0
Metra	---	150	3	7	0
Kane DOT - South PSI	---	3	2	0	0
Patrick - NS Garfield	---	6	5	0	0
PRIVATE	---	300	100	75	125
		593	138	82	125

Total Non-IDOT 2144 363 396 313

Summary of Work

<u>Totals for Firm</u>	<u>Fees (000's)</u>	<u>0-6</u>	<u>7-18</u>	<u>>18</u>
Total as Prime	1425	192	220	281
Total As Subconsultant	5151	1172	1741	698
Total for Non-IDOT	2144	363	396	313
	8720	1727	2357	1292

Project Number: I-11-4018

Consultant: Huff & Huff, 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	
I-90						64	80	80	80	40	40	24	408
TOTALS						64	80	80	80	40	40	24	408

- 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 04/09/12

EXHIBIT "1"
PAGE 402 OF 597

Project Number: I-11-4018

Consultant: Huff & Huff, 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	
I-90	12	24	24	24	24	24	24	18	16	16	16	12	234
TOTALS	12	24	24	24	24	24	24	18	16	16	16	12	234

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 04/09/12

EXHIBIT "1"
PAGE 403 OF 597

Project Number: I-11-4018

Consultant: Huff & Huff, 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	
I-90	12	12	12	12									48
TOTALS	12	12	12	12									48

- 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 04/09/12

PAGE 404 OF 597
EXHIBIT "1"

Project No. I-11-4018

Consultant: Huff & Huff, Inc.

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: <u>690.00</u> (From Exhibit C-3)	Total Dollars: \$ <u>23,867.00</u> (From Exhibit C-3)
Multiplier to be used on this project: Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)	<u>2.80</u>
DIRECT REGULAR SALARY TIMES MULTIPLIER	\$ <u>66,827.60</u>

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

TOTAL DIRECT COSTS \$ 1,827.50

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ (Do not including estimated additional services)	<u>-</u>
Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ (Do not including estimated additional services)	<u>-</u>
TOTAL SERVICES BY OTHERS	\$ <u>-</u>

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) \$ 68,655.10

Project No.: I-11-4018

Consultant: Huff & Huff, Inc.

Date: 05/10/12

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	Huff, James E., P.E.	63.28	64.11	No
	Huff, Linda L., P.E.	66.12		No
	Leo, Clarita R., P.E.	62.92		No
Senior Project Manager	Harmon, Jane L.	56.60	56.60	No
Senior Transportation Planner	Ray, Richard O.	38.44	38.44	No
Senior Engineer II	Eisele, John H., P.E.	36.04	35.42	No
	Ham, Floro, P.E.	34.80		No
Senior Scientist IV	Novak, James C. (Jim)	43.92	43.92	No
Senior Scientist III	Klocek, Roger A.	36.08	36.40	No
	Trzupek, Garry R.	36.72		No
Senior Scientist II	Kluenenberg, Alycia A.	31.36	31.36	No
Senior Scientist I	Markowitz, Evan J.	24.48	25.08	No
	Reich, Lailah R.	25.68		No
Senior Geologist I	Cuplin, Shane A., P.G.	29.44	31.56	No
	Reynolds, Jeremy J., P.G.	33.68		No
Transportation Planner	Bents, Jamie T.	32.60	32.60	No
Project Engineer II	Birt, Lindsay N., Ph.D.	33.65	32.15	No
	Kelly, Timothy R.	30.32		No
	Panatera, Margaret A., P.E.	32.48		No

* 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 04/09/12

EXHIBIT "1"

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Project No.: 11-4018

Consultant: Huff & Huff, Inc.

Date: 05/10/12

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 Engineer I	Cunico, Michael J., EIT	25.50	25.58	No
	Dirkse, Michael D.	24.40		No
	Stein, Eric D., EIT	26.84		No
Project Scientist II	Doos, James D.	20.20	20.20	No
Project Geologist I	Sturnfield, Emily L.	18.00	18.00	No
Project Associate	Huff, Timothy G.	23.00	23.00	No
Senior CADD I	Greving, Darren M.	33.68	33.68	No
CADD II	Chavez, Horacio	26.00	26.00	No
CADD I	Lozano, Jacob J.	19.00	19.00	No
Administrative Manager I	Markley, Robyn S.	31.04	30.68	No
	Wunderlich, Maureen T.	30.32		No
Administrative IV	Troesch, Sandra M. (Sandy)	20.74	20.74	Yes
Administrative II	Rivera, Felominee L. (Minee)	18.44	18.44	Yes
Interns	Heinrich, Annemarie	15.00	15.00	Yes
	O'Brien, Kyle	15.00		Yes
	Walsh, Kevin	15.00		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 04/09/12

Project No.: I-11-4018

Consultant: Huff & Huff, Inc.

Date: 05/10/12

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 24 NO. OF MONTHS
 SCHEDULED START DATE: 06/01/12
 RAISE DATE: 01/01/13
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR

Date	Date	Date	Date	Date	Date	Date	Date	Date	Date		
6/1/2012	12/31/2012	1/1/2013	12/31/2013	1/1/2014	5/31/2014	1/1/2015	12/31/2015	1/1/2016	12/31/2016	1/1/2017	12/31/2017
7.0		12.0		5.0		24.0		24.0		60.0	
24.0		24.0		24.0		24.0		24.0		60.0	
29.17%		51.50%		22.10%							
Factor First Period		Escalation Factor Second Period		Escalation Factor Third Period		Escalation Factor Fourth Period		Escalation Factor Fifth Period		Escalation Factor Fifth Period	

The escalation factor for this project is: 102.77%

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EXHIBIT "1"
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Project No.: I-11-4018

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Total Escalation Factor from C-2: 102.77%

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	\$64.11	\$65.89	98.00	\$ 6,457.00
Senior Project Manager	\$56.60	\$58.17		
Senior Transportation Planner	\$38.44	\$39.50	0.68	\$ 27.00
Senior Engineer II	\$35.42	\$36.40		
Senior Scientist IV	\$43.92	\$45.14	14.00	\$ 632.00
Senior Scientist III	\$36.40	\$37.41	16.00	\$ 599.00
Senior Scientist II	\$31.36	\$32.23	111.00	\$ 3,578.00
Senior Scientist I	\$25.08	\$25.77	121.00	\$ 3,118.00
Senior Geologist I	\$31.56	\$32.43	112.00	\$ 3,632.00
Transportation Planner	\$32.60	\$33.50	18.32	\$ 614.00
Project Engineer II	\$32.15	\$33.04	48.00	\$ 1,586.00
Project Engineer I	\$25.58	\$26.29	2.00	\$ 53.00
Project Scientist II	\$20.20	\$20.76	60.00	\$ 1,246.00
Project Geologist I	\$18.00	\$18.50	3.00	\$ 56.00
Project Associate	\$23.00	\$23.64		
Senior CADD I	\$33.68	\$34.61		
CADD II	\$26.00	\$26.72	58.00	\$ 1,550.00
CADD I	\$19.00	\$19.53		
Administrative Manager I	\$30.68	\$31.53	12.00	\$ 378.00
Administrative IV	\$20.74	\$21.31	16.00	\$ 341.00
Administrative II	\$18.44	\$18.95		
Interns	\$15.00	\$15.42		

Total Estimated Work Hours: 690.00

Must Match Exhibit A

Total Direct Labor: \$ 23,867.00

Average Hourly Rate: \$ 34.59

(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

Project No. I-11-4018

Consultant: Huff & Huff, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate	<u>\$ 45.00</u>	X	<u>0</u>		\$	<u> -</u>
	Includes Tolls		No. of Days			

Mileage	<u>\$ 0.510</u>	X	<u>600</u>		\$	<u>306.00</u>
	Mileage Rate		No. of Miles			

(Use mileage rate found at:

<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>

TOTAL VEHICLE REIMBURSEMENT		\$	<u>306.00</u>
------------------------------------	--	----	---------------

B. ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here:

\$ 1,121.50

http://www.illinoistollway.com/documents/10157/36206/LG_TO_LLWAY_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

Records Search

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TOTAL ITEMIZED DIRECT COSTS

\$ 400.00

EXHIBIT "1"

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Project No. I-11-4018

Consultant: Huff & Huff, 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)
		\$0.00	
		\$0.00	

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 04/09/12

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)
Overtime	Including Tolls
Tolls	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
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) \$45/day (Maximum)
DAILY RATE ONLY 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-11-4018

Consultant: Huff & Huff, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Clarita R. Lao, P.E.

Classification: Principal

Assistant Project Manager: Alycia Klunenber

Classification: Senior Scientist II

Project Engineer: _____

Classification: _____

Project Geologist: Jeremy J. Reynolds, P.G.

Classification: Senior Geologist I

Documentation Engineer: _____

Classification: _____

Project Civil Engineer: _____

Classification: _____

Project Structural Engineer: _____

Classification: _____

Project Drainage Engineer: _____

Classification: _____

Senior Engineer: _____

Classification: _____

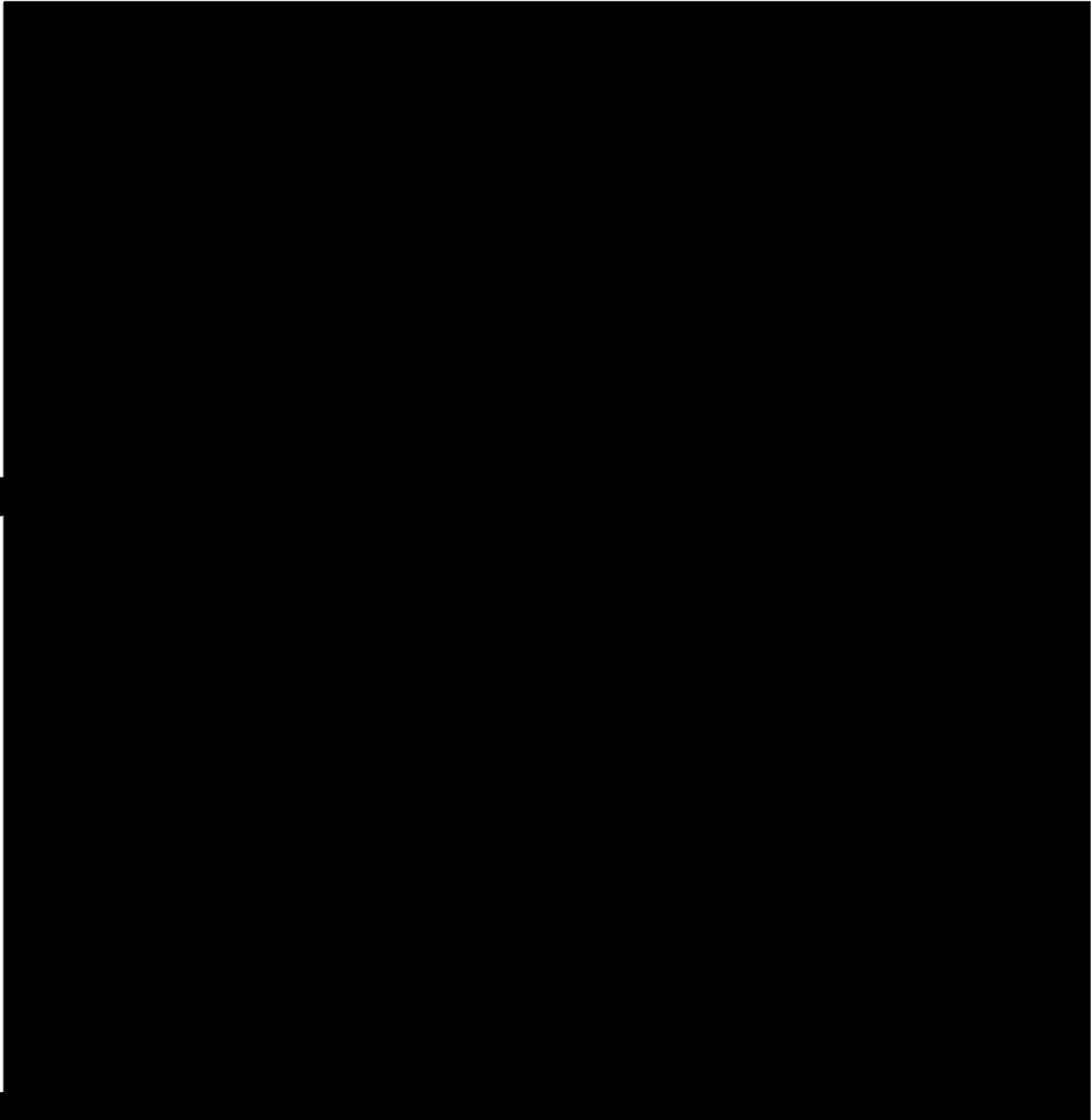
Others: _____

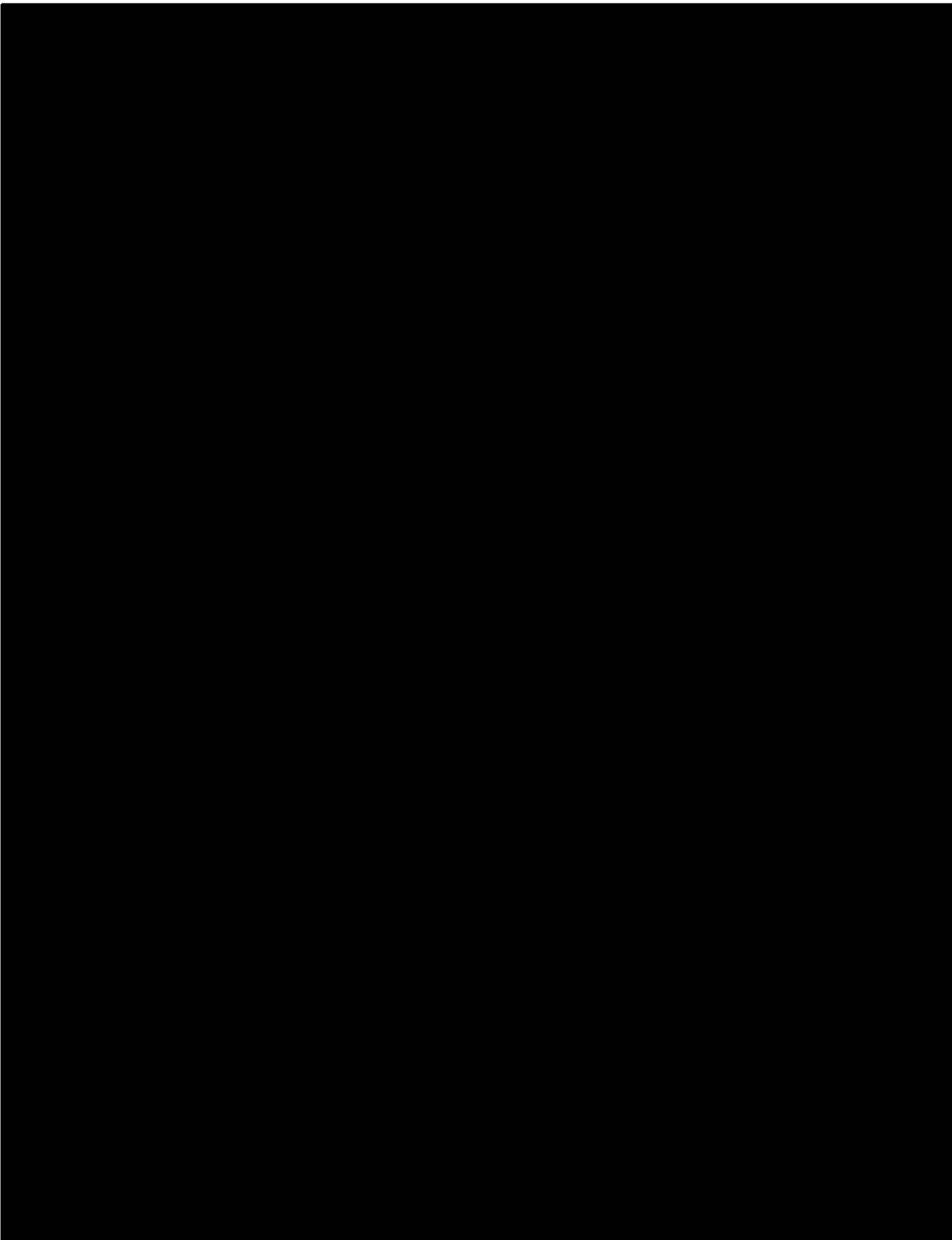
List all key personnel titles that are applicable to this project.

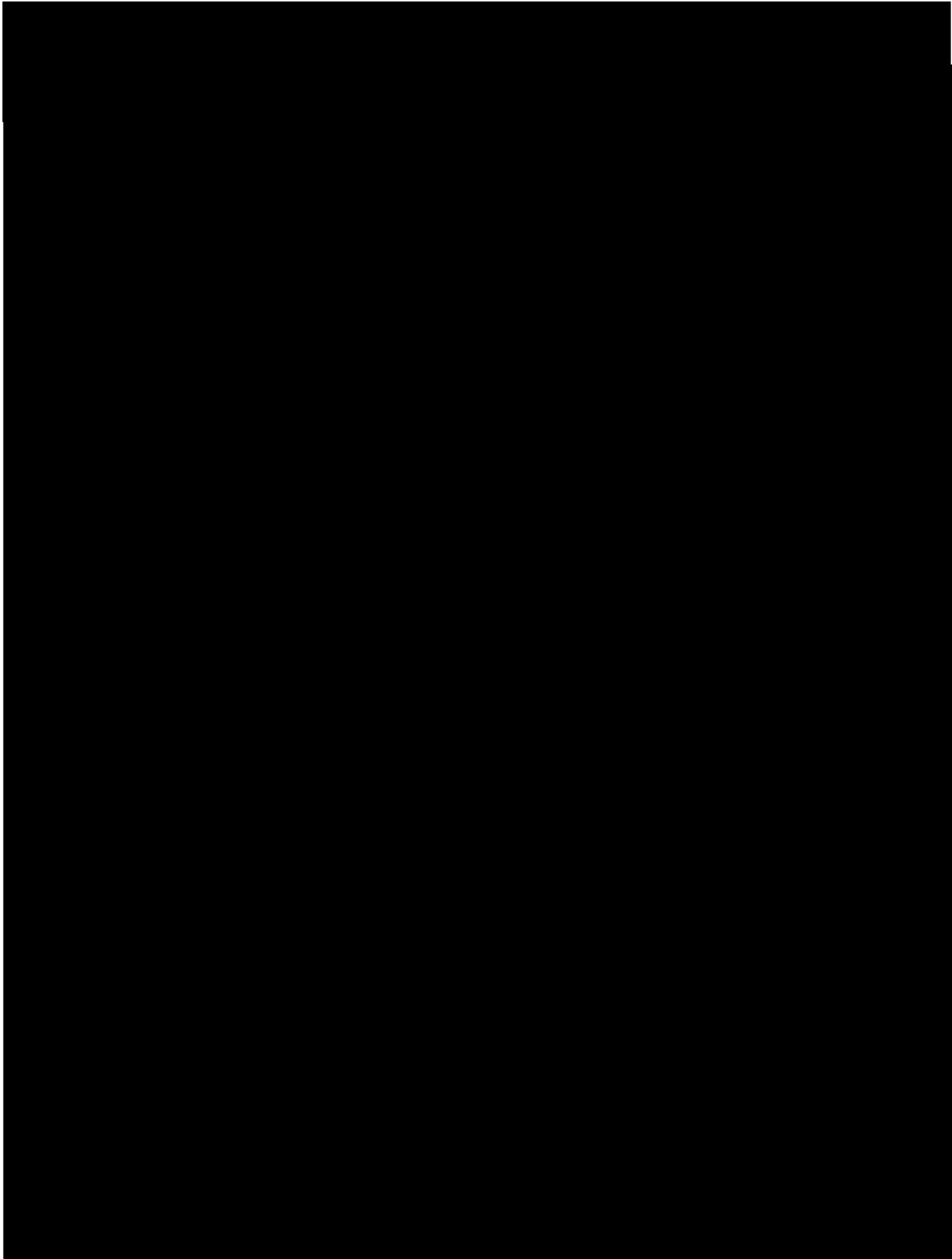
Attach resumes of all key personnel

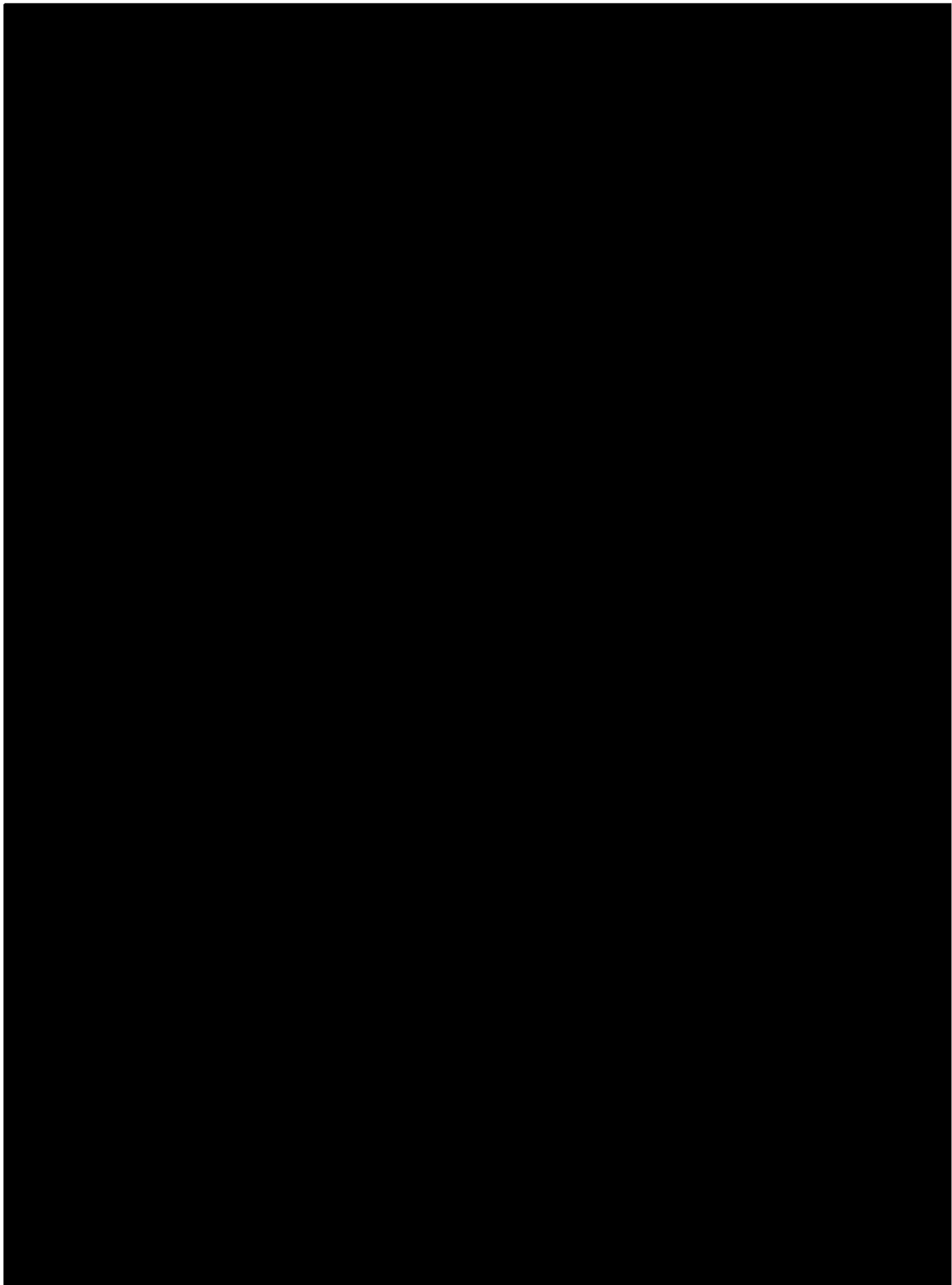
CLARITA R. LAO, P.E.
Vice President

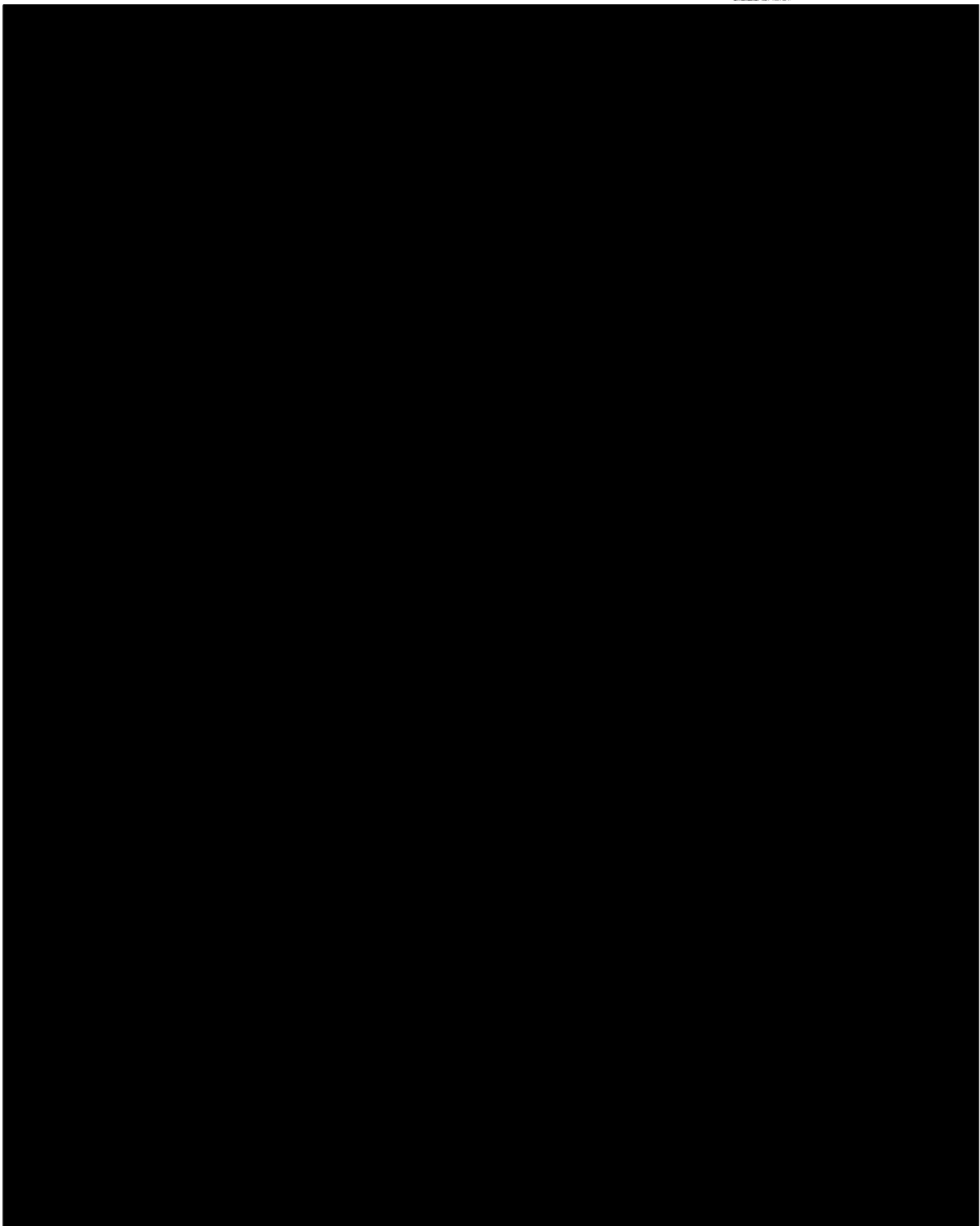
Huff & Huff
Incorporated











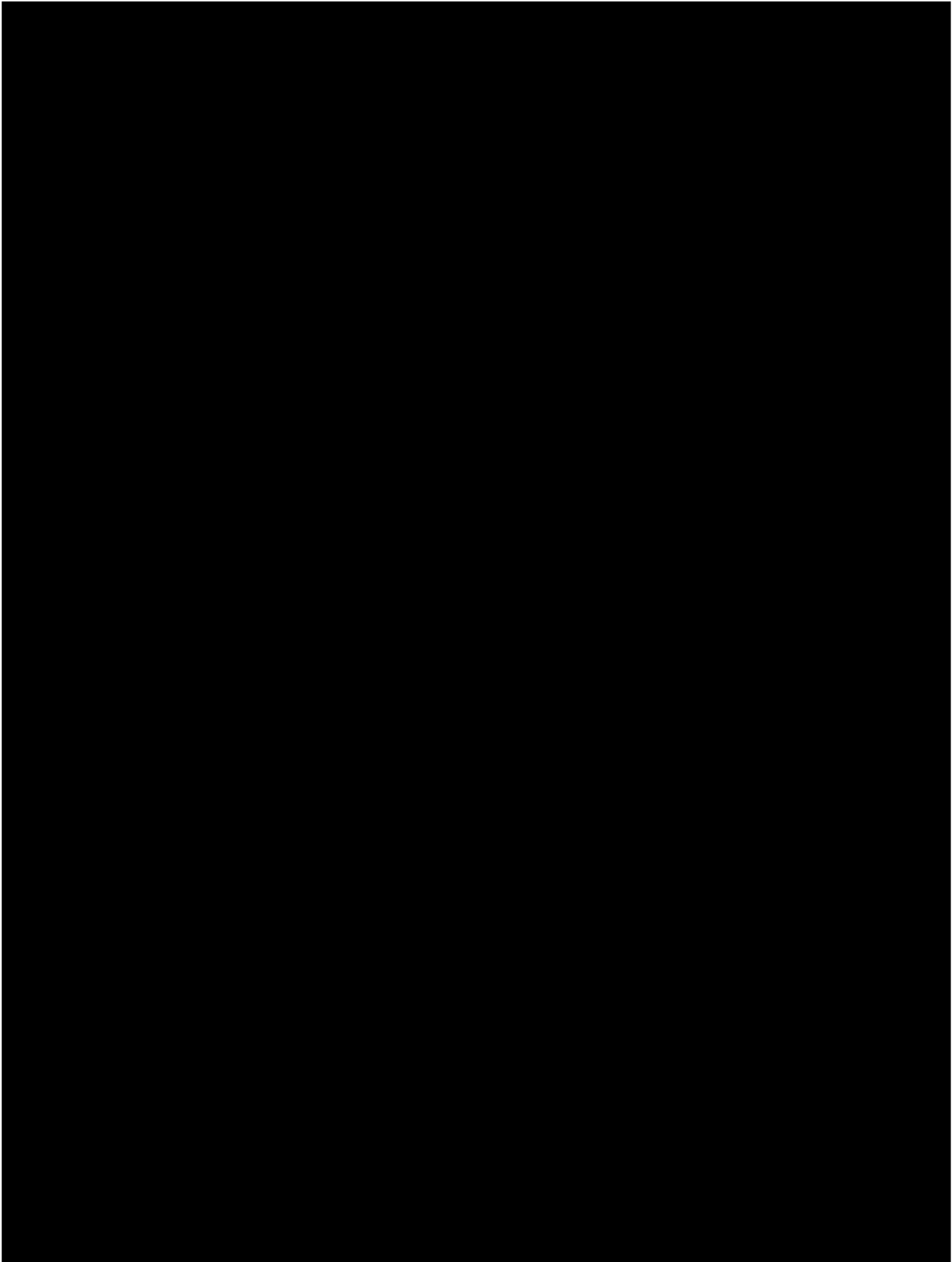
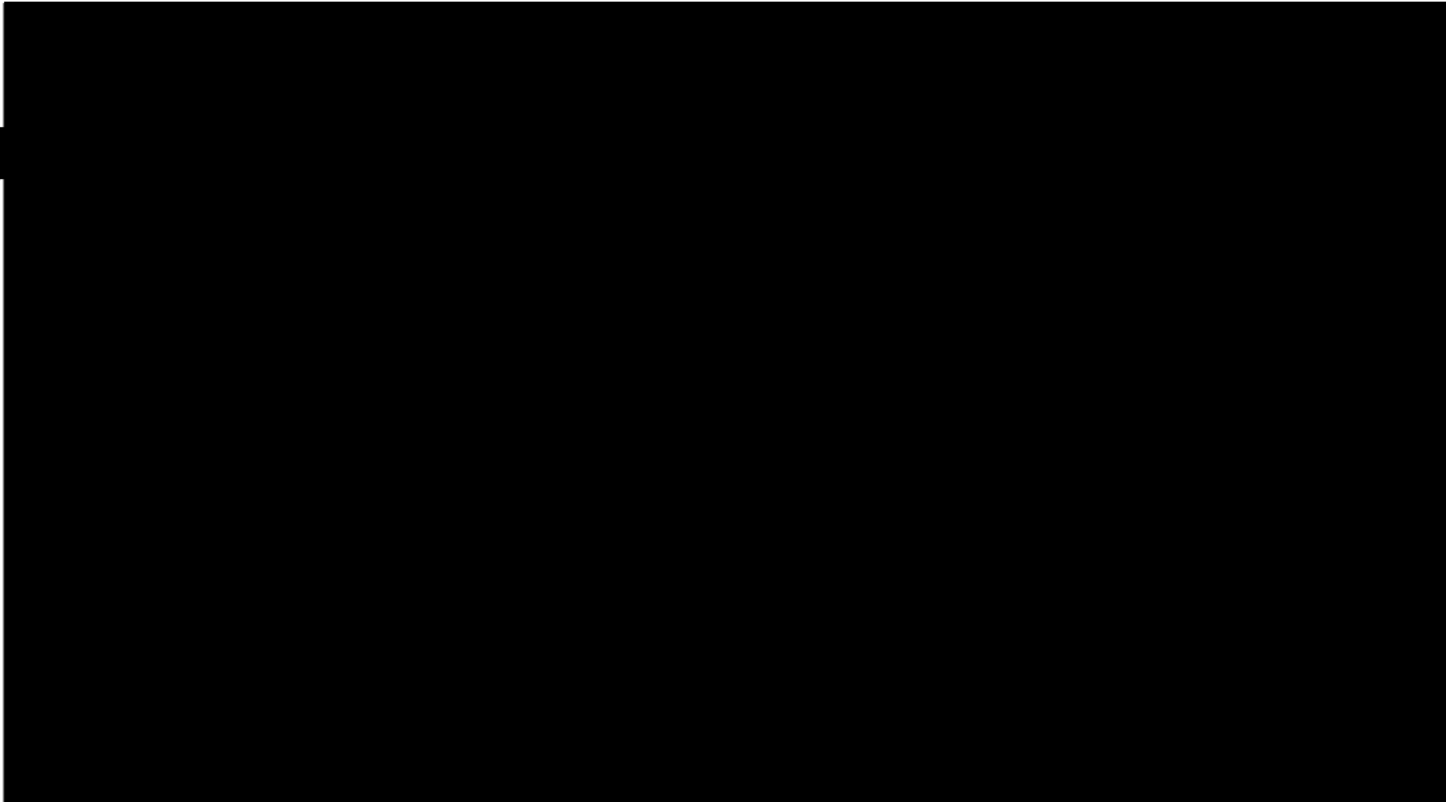


EXHIBIT 1



JEREMY J. REYNOLDS, P.G.
Senior Geologist/Hydrogeologist

Huff & Huff
INCORPORATED

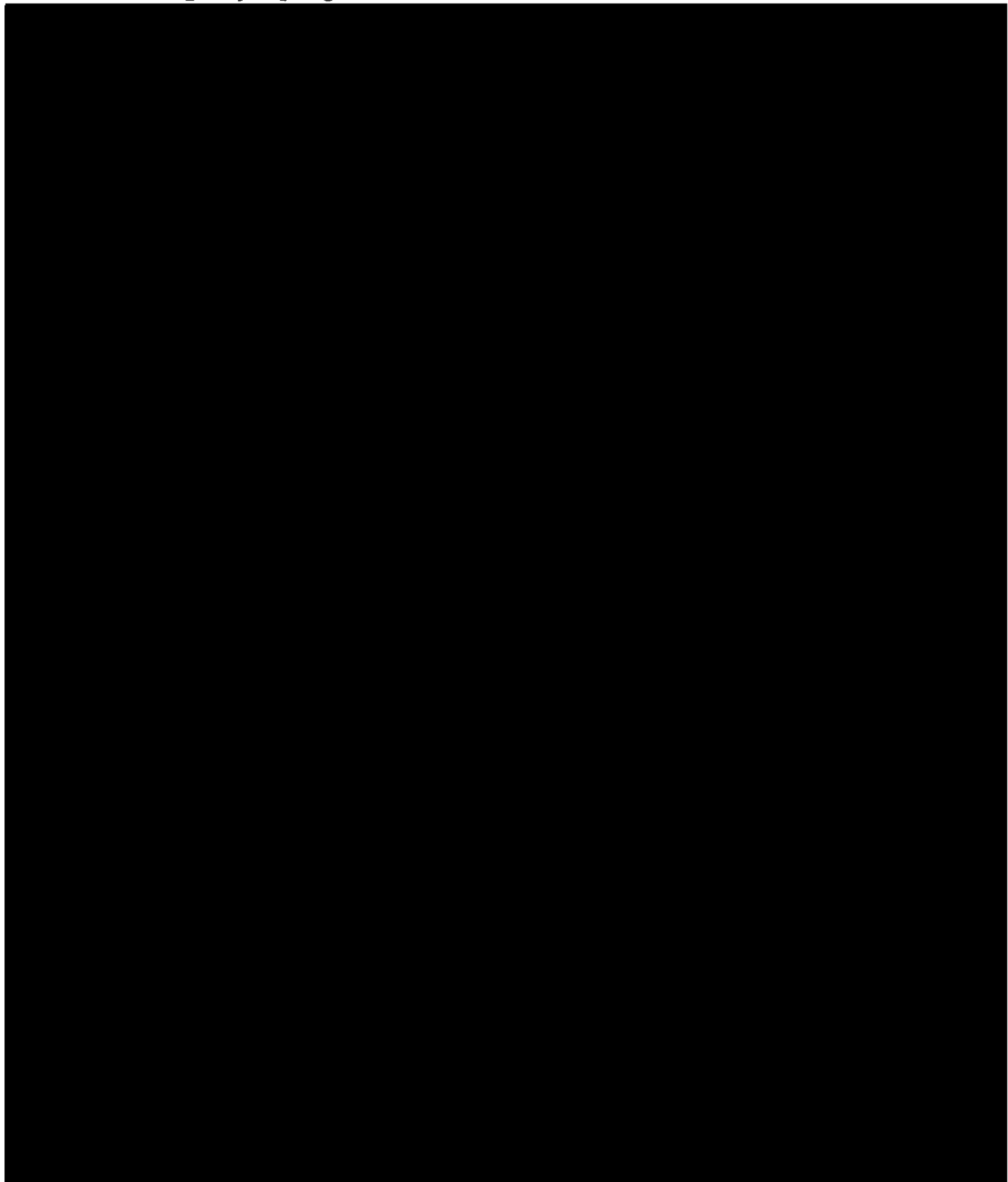
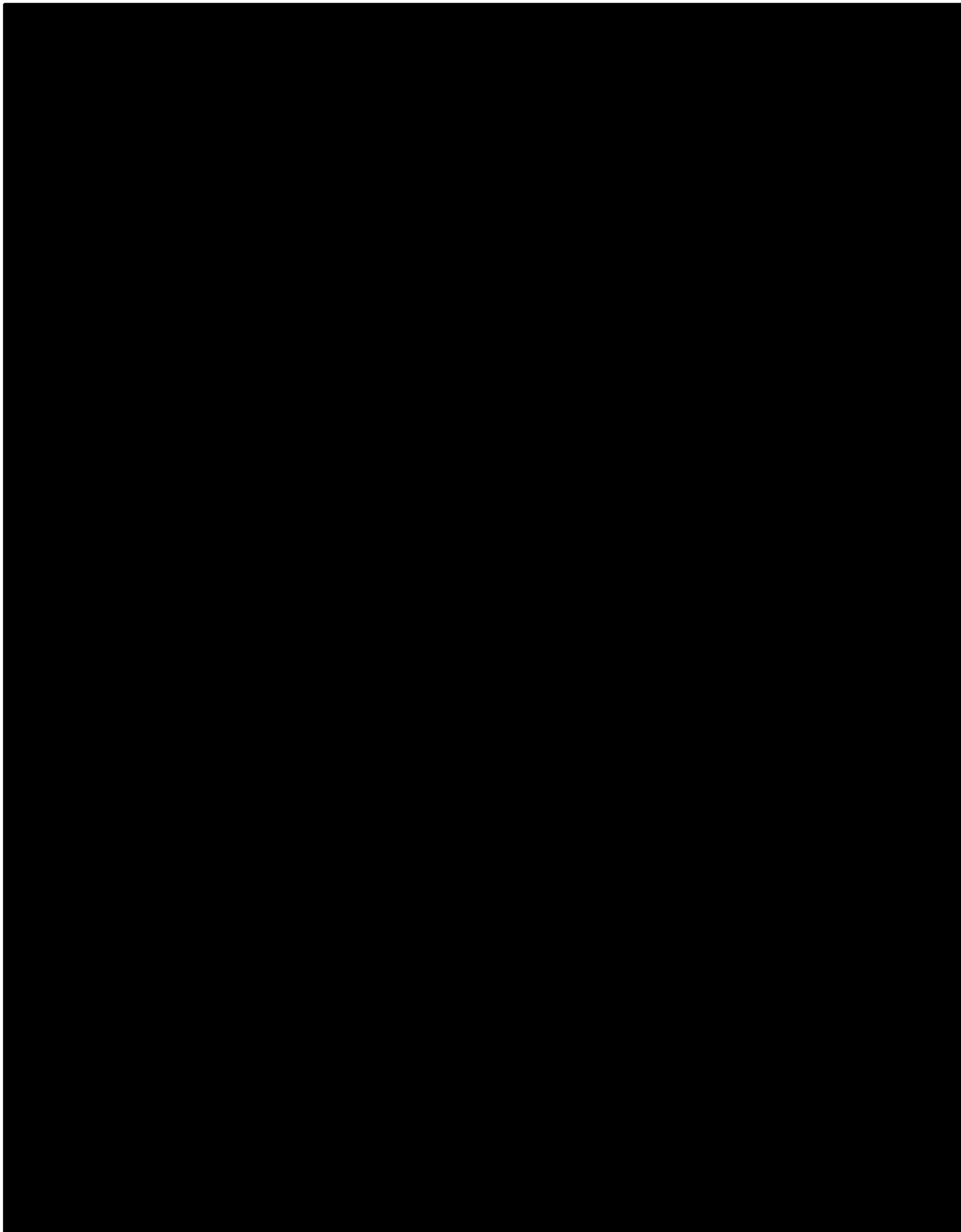


EXHIBIT 1

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"1"

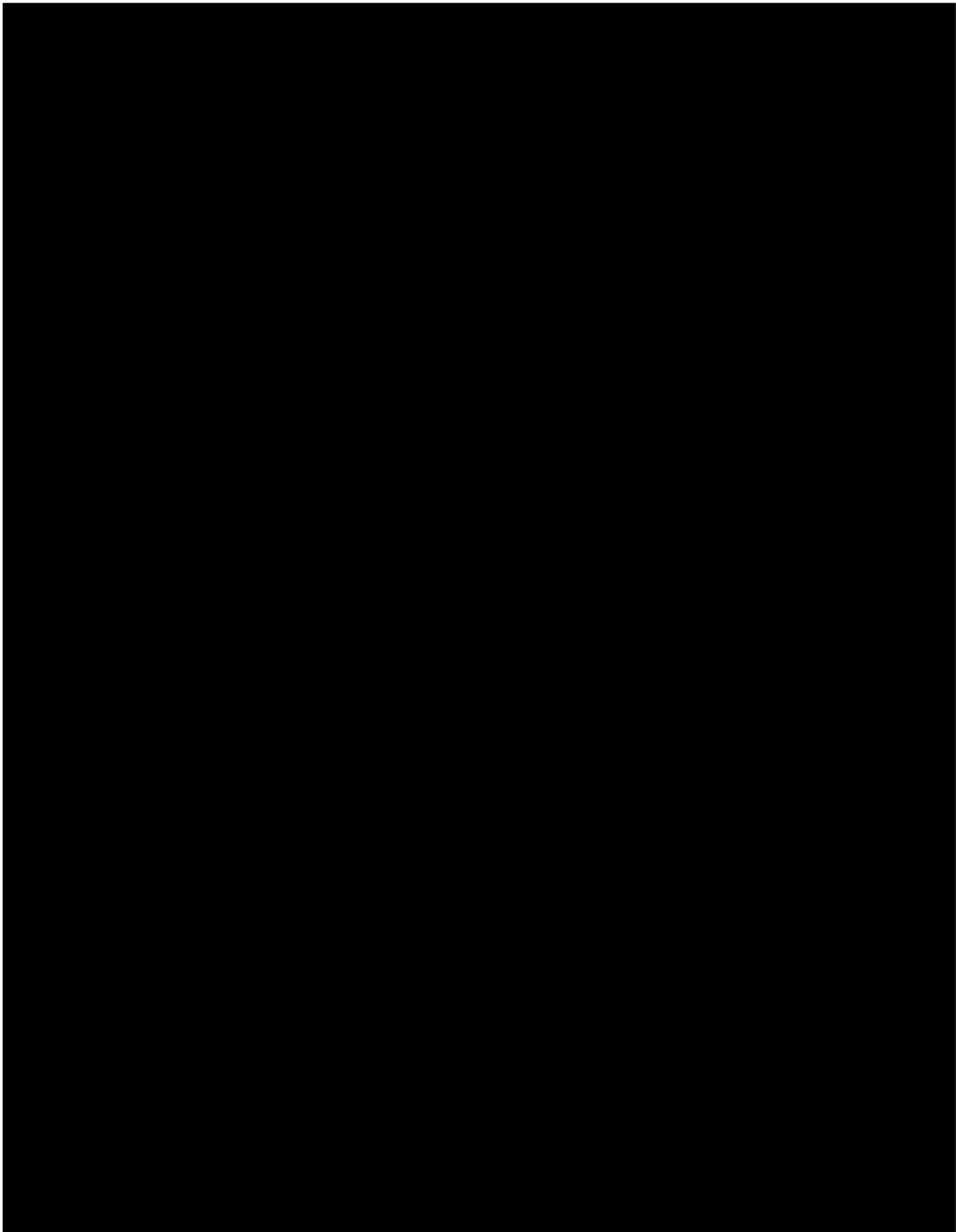


EXHIBIT 1

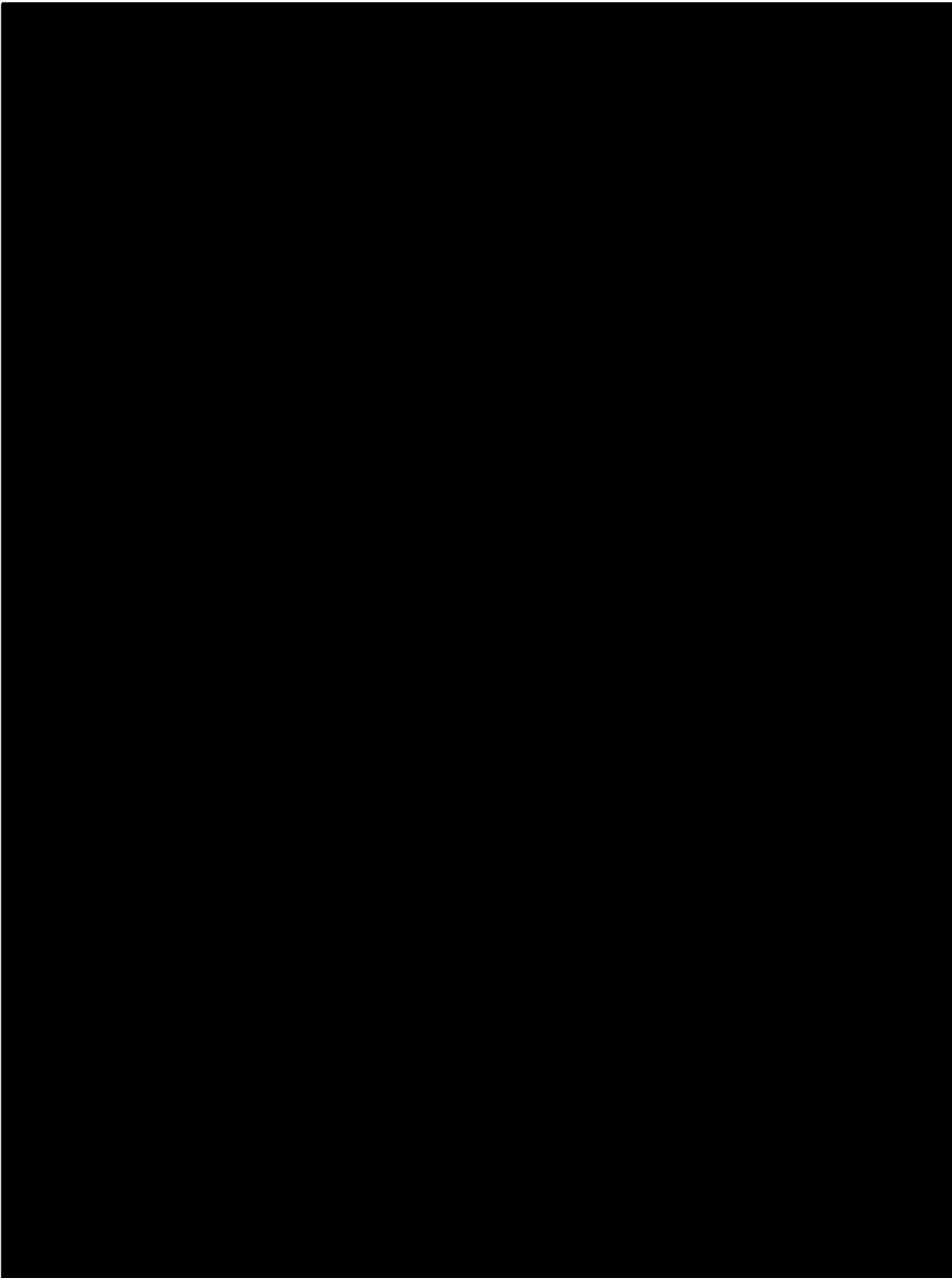


EXHIBIT "I"

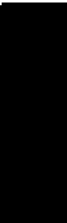
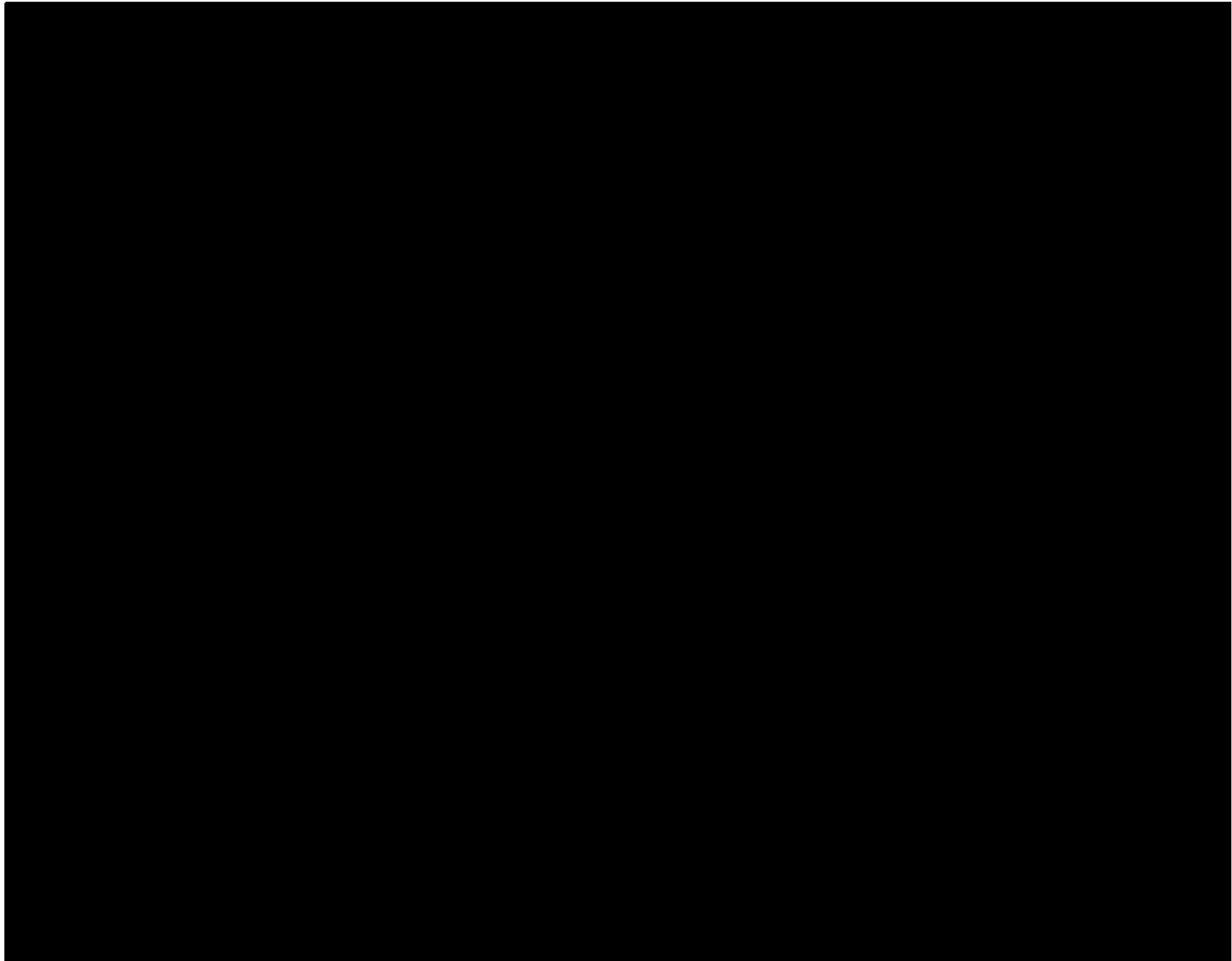


EXHIBIT F
CONTRACT 1-11-4018
SCOPE OF SERVICES

Huff & Huff, Inc.

Reconstruction and Add Lane
Jane Addams Memorial Tollway
Design - MP 53.8 to MP 60.7
Design Corridor Manager – MP 53.8 to 78.5

This scope-of-services submitted by Huff & Huff, Inc. (H&H), pertains to the preparation of environmental studies associated with the design section engineering (DSE) between the Elgin Toll Plaza (Milepost (MP) 53.8) and Higgins Road (MP 60.7), excluding the Fox River (MP 55.7 to 56.3), which is being completed under separate contract. In addition, this scope of services includes environmental assistance for the Design Corridor Manager services, between MP 53.8 to MP 78.5. This scope of services describes the tasks to be completed.

Task 1 –Wetland Assessment (MP 53.8 to MP 60.7)

It is anticipated that wetlands and/or "Waters of the U.S." are present within the project limits based on review of aerial photography and previous delineations. Areas that have been previously delineated prior to 2008 will be updated using the most recent U.S. Army Corps of Engineers (COE) methodology. The wetland delineation that was completed in 2007 identified 32 wetlands within the project limits.

Prior to commencing the field investigation, H&H will review published maps to determine the potential presence of wetlands in the project vicinity, and if available, the original delineation conducted for this section. These resources include the NWI, soil survey maps, and NRCS wetland maps. The wetlands will be delineated using the approved 2010 Midwest Region Supplement to the COE 1987 Wetlands Delineation Manual, which is the current methodology for delineating wetlands.

All areas exhibiting the three criteria for wetlands (hydrophytic community, hydric soils, and persistent hydrology) based on the field investigations will be considered jurisdictional with mitigation of all impacts required.

After completion of the field investigations, a *Wetland Resources Technical Memorandum* will be prepared that documents the findings of any delineations that may be needed. In addition, a Floristic Quality Assessment (FQA) will be prepared for wetland areas delineated. This FQA is a requirement of the Illinois Department of Natural Resources (IDNR) under the Interagency Wetland Policy Act (IWPA). To complete the FQA, detailed plant community sampling will need to be conducted during the field investigation and during the growing season (April 15 to October 15). Photo-documentation of all wetlands will be included in the report.

The project is located within the Chicago District of the COE. Based on previous project experience and discussions with the COE, the Chicago District requires the delineation of drainage ditches that meet the

wetland criteria, even though the permitting of these wetlands would not be required as long as the ditches are replaced on a 1:1 ratio.

During the survey process, H&H will survey the delineated boundaries of the wetlands observed using GPS and provide the information to BV3 for inclusion on the exhibits and determination of impact areas. No flagging of wetland perimeters will occur, unless directed by the Tollway.

It is our understanding that the DSE will gather materials needed for permitting and submit them to BV3, who will complete the permitting. This task includes time for coordination of permitting materials and assisting with permitting as needed.

Task 2 –Natural Resources (MP 53.8 to MP 60.7)

Natural and biological resources will be investigated along the proposed improvement during the field visit for the wetland delineation. In addition, trees within the right-of-way of will be evaluated as part of this task.

A Memorandum of Findings and a Biological Resource Review will be prepared, if necessary, for areas that are investigated. The memorandum will summarize the natural resource and biological studies conducted for the project. All formal coordination with the resources agencies will be conducted by the Tollway, with H&H providing technical assistance when requested.

Task 3 –Special Waste Memo (MP 53.8 to MP 60.7)

During the initial phase of this task, H&H will screen the study area within approximately 75 feet of the existing ROW of MP 53.8 and MP 60.7 for potential areas of environmental contamination. The screening process will follow general protocols associated with ASTM E1527-05, which is a standard environmental site assessment methodology. These protocols are consistent with the procedures outlined by Section VI.F of the Illinois Tollway *Environmental Studies Manual*, July 2001.

A. HISTORICAL RESEARCH

The site's historical land use/ownership record will be developed from standard historical sources. These sources include either historical aerial photographs or historical maps, such as Sanborn Fire Insurance Maps. The review will identify land use over time and potential areas of environmental concern, such as areas of surface disturbance and outside storage. Historical USGS topographic maps will also be used.

B. SITE EVALUATION

Current environmental features and conditions of sites adjacent to the right of way will be evaluated. The features and conditions evaluated will include, but will not be limited to, the following:

- land use and on-site structures;
- geology and hydrology;
- chemical use and storage (including signs of releases and housekeeping practices);
- underground and aboveground storage tanks (including signs of releases);

- solid waste, special waste, and hazardous waste (including drums and waste oil tanks);
- potential sources of Polychlorinated Biphenyls (PCBs).

A site walkover of potential ROW areas designated for acquisition will be conducted for first-hand evaluation of current environmental conditions at the site. All of the features and conditions listed above will be investigated and, as appropriate, documented in photographs. The land-use and housekeeping practices of adjacent properties also will be evaluated in accordance with ASTM protocols. The site walk over will be conducted from areas of existing ROW, and those areas for which access approval is granted prior to site activities.

C. RECORDS REVIEW

A records review will be conducted to determine potential environmental concerns presented by the study area or surrounding properties. It will include a search of standard state and federal environmental record databases in accordance with the specifications of ASTM standards. This search is based on the outline of the study area.

Database

Federal National Priority List (NPL)
 Federal CERCLIS list
 Federal RCRA CORRACTS TSD facilities list
 Federal RCRA non-CORRACTS TSD facilities list
 Federal RCRA generators list
 Federal ERNS list
 State lists of hazardous waste sites identified for investigation or remediation:
 State-equivalent NPL
 State-equivalent CERCLIS
 State landfill and/or solid waste disposal site lists
 State leaking UST lists
 State registered UST lists

Specifically, H&H will search each database to identify any potential sources requiring further investigation. As appropriate, Freedom of Information Act (FOIA) requests will be filed with the Illinois Environmental Protection Agency (IEPA) to obtain additional data pertaining to identified sites. A local source, such as the fire department or building department, will be contacted regarding available records and site history for identified sites.

REPORT PREPARATION

A report summarizing the results of the data collection activities will be prepared. The following information will be included in this report:

- The site location and description, including the past and current land use at the property and adjacent properties.
- The site geology and hydrology.

- c) The environmental status of the site in regard to environmental features and conditions, including: chemical use and storage; underground and aboveground storage tanks; solid waste, special waste, and hazardous waste; wastewater; PCBs.
- d) The environmental records review conducted for the site and surrounding properties.
- e) An analysis of the site inspection.
- f) A summary of the findings regarding any environmental concerns.

H&H will assist the Tollway in evaluating the options for reducing risk if potential contamination is identified within areas that need to be acquired. Soil sampling is not included in this task.

Task 4– Noise (DCM)

Field Review/Noise Monitoring

A field review will be conducted to verify existing land use and noise sensitive receptors within the DCM project limits. Noise monitoring is not anticipated as noise monitoring was completed as part of the original analysis for the I-90 Master Plan.

Noise Model Review & Update

H&H will review the previously developed noise model and modify it as necessary to evaluate traffic noise for the I-90 from MP 53.8 to MP 78.5. The review and update will use traffic volumes from 2008 (existing) and 2030 (future), as were used in the original model.

Data needs for the model will include a Microstation files of topographical information and geometry (including profile and cross-sections) for the additional roadway length added to the project limits. If any geometric changes have been made to the proposed interchange since the original analysis, this information will be needed for the original limits as well. This information will be provided to H&H from the DSE. The traffic noise impact evaluation will be based on the preferred build alternative. The noise abatement options previously determined to be reasonable and feasible as part of the original analysis will be reviewed to determine if any additional noise wall length/height is warranted. If any additional traffic noise impacts are determined, a new abatement analysis will be completed for these receptors.

Noise Report

The traffic noise analysis, noise abatement evaluation (if warranted), and noise monitoring results for the roadway will be presented in a technical memorandum for the environmental documentation.

Project Coordination

Time is included for two conference calls with the DSE and the Tollway to coordinate activities for the project.

Task 5– CCDD Strategies and Coordination (DCM)

For the Corridor Management, H&H would review all due diligence reports and subsurface investigation reports. Meetings are anticipated to deal with issues arising relating to excess soil. H&H would assist in issues that may arise, including rejected loads and soil stockpiling.

This task does not include soil sampling.

Task 6 – Meetings (DCM)

This task covers meetings with BV3 and the Tollway, as necessary.

Task 7 – Project Management

This task covers items necessary to manage the project, including preparation of quarterly reports, scheduling, and coordination with the prime consultant. This task includes maintaining and updating files for the web-based project management.

Task 8 – QA/QC

QA will also be utilized to validate both field investigations and document preparation. This applies to all natural resource, water quality, wetland, and other resource areas investigated.

EXHIBIT G

CURRENT OBLIGATIONS FOR PROJECT

CONTRACT I - 11 - 4018

Huff & Huff, 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
RR-07-9037 (Prime)	Air Quality, UST, Noise, Wetland, Vegetation	\$542,898	\$56,140	Dec-12
RR-09-5595 (Prime)	Vegetation, Noise, Sustainable Infrastructure, Environmental Services, CCDD Support	\$827,319	\$640,371	Dec-15
RR-11-5639	Permitting	\$10,000	\$10,000	Feb-13
I-11-5630	Wetlands, Permitting, Natural Resources, Special Waste	\$68,727	\$68,727	Dec-12
I-11-5631	Wetlands, Permitting, Natural Resources, Special Waste	\$110,643	\$110,643	Jun-13
I-11-5632	Wetlands, Permitting, Natural Resources, Special Waste	\$56,189	\$56,189	Dec-12
I-11-5633	Noise, Wetland, Special Waste, CCDD, Air, Green Initiatives	\$116,207	\$116,207	Dec-12
Various	Statewide Noise	\$825,000	\$408,920	Dec-14
IDOT Various Wetlands	Wetlands	\$600,000	\$286,239	Dec-14
Metra K43877	Wetlands	\$150,000	\$66,099	Dec-13
Metra K14799	Wetlands	\$200,000	\$200,000	Dec-14
East Side Highway	EA	\$1,190,000	\$1,025,885	Dec-13
US Rte 51	Wetlands, AQ, EIS, Agricultural	\$861,000	\$310,315	Dec-12
Weber Road	EA	\$215,443	\$168,170	Dec-13
Lorenzo Road	EA	\$231,297	\$173,462	Dec-13
Richmond Bypass	EA	\$166,000	\$149,360	Dec-13
I-290, Part 2	Noise, AQ	\$236,497	\$234,073	Dec-13
Illiana	Environmental Studies, EIS	\$93,510	\$83,904	Dec-13

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)	\$	-

6

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

2

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

7

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

3

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

8

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

4

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

9

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

5

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

10

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

DBE/MBE/WBE Percentage of Total Fee (Includes Additional Services): 0.00%

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Date Revised 04/09/12

EXHIBIT "1"

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SE3 Exhibits

EXHIBIT "1"
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**Subcontractor/Consultant Financial Disclosure Form
Compliance Document To Version 12/1/2011**

Illinois Tollway Contract Number: RR-11-4018
Subcontractor (Consultant) Firm Name: SE3, LLC
Prime Contractor (Consultant) Firm Name: Alfred Benesch & Company

Pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code, the information in this document is required.

The following additional Sections are to be completed and submitted in compliance with the Illinois Procurement Code (Refer to Sections 1 through 3 previously submitted with Version 12/1/2011):

Section 4: Debarment/Legal Proceeding Disclosure (All Vendors must complete this section).

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

Debarment from contracting with any governmental entity	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Professional licensure discipline	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Bankruptcies	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Adverse civil judgments and administrative findings	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Criminal felony convictions	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

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 5: 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 6: Representative Lobbyist/Other Agent (All Vendors must complete this section).

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act 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 pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This Disclosure information is submitted on behalf of: SE3, LLC

(Vendor/Subcontractor Name)

Name of Authorized Representative: Vernal Stewart

Title of Authorized Representative: President/CEO

Signature of Authorized Representative: 

Date: 4-30-2012

EXHIBIT "1"

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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: 1-11-4018
Subcontractor (Consultant) Firm Name: SE3, LLC
Prime Contractor (Consultant) Firm Name: Alfred Benesch & Company

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.

RETURN WITH SUBCONTRACT

(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.

RETURN WITH SUBCONTRACT

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.

A [Redacted Signature] Authorized Officer	SE3, LLC Contracting Company 2-10-2012 Date
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EXHIBIT "1"

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RETURN WITH SUBCONTRACT

Tollway Contract Number: I-11-4018
Subcontractor (Consultant) Firm Name: SE3, LLC
Prime Contractor (Consultant) Firm Name: Alfred Benesch & Company

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:

EXHIBIT "1"

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RETURN WITH SUBCONTRACT

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)

SE3, LLC

Signature

Printed Name Vernal Stewart

Title President Date 02/10/2012

Address 230 SW Main Street, Suite 213

Lee's Summit, MO 64062

EXHIBIT "1"

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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: SE3, LLC

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

Name of any Parent Organization: N/A

EXHIBIT "1"
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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:

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"

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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.

EXHIBIT "1"

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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: 70%. 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) Limited Liability Corporation

Name: Vernal C. Stewart

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 "1"

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RETURN WITH SUBCONTRACT

- (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 "1"

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: 14%. 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) Limited Liability Corporation

Name: Marshall R. Spires

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 "1"

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Page 8 of 12

RETURN WITH SUBCONTRACT

- (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 "1"

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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: 13%. 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) Limited Liability Corporation

Name: Jason R. Martin

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 "1"

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RETURN WITH SUB-CONTRACT

- (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 "1"

PAGE 455 OF 597

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.)

Contract Number	Agency	Contract Title
RR-10-9973	Illinois Tollway	General Engineering Consultant Contract
RR-10-5615	Illinois Tollway	I-88 Rehabilitation
I-11-5632	Illinois Tollway	I-90 Bridge Reconstruction
PSB 11-4, #3	Illinois Tollway	I-90 Widening and Recon, IL 53 to Higgins, Phase II
PSB 11-4, #4	Illinois Tollway	I-90 Widening and Recon, Higgins to Randall, Phase II
PSB 11-4, #7	Illinois Tollway	I-90 Widening and Recon, Randall to IL 47, Phase II
PSB 11-4, #9	Illinois Tollway	I-90 Widening and Recon, Genoa to Mill, Phase II
P-91-386-10	IDOT	Various Counties / Various Routes - Phase I
P-91-003-11	IDOT	Various Counties / Various Routes - Phase I
D-91-409-11	IDOT	US 45, Rollins Road to Washington Street and at IL 132 - Phase II
D-91-633-11	IDOT	US 30 from IL 59 (Division St.) to North of I-55 - Phase II

This information is submitted on behalf of: SE3, LLC

(Name of Vendor)

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

Name (printed) Vernal C. Stewart Title President & CEO

Signature  Date 2-10-2012

Project Number: I-11-4018

Consultant: SE3, 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	
Field Review						12	36						48
Concept Plan							26	46					72
Preliminary Submittal									64	40			104
Pre-Final Submittal												360	360
Final Submittal													
Coordination Meetings							8		8	8		8	32
TOTALS						12	70	46	72	48		368	616

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 04/09/12

Project Number: I-11-4018

Consultant: SE3, 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	
Field Review						24	24						48
Concept Plan							32						32
Preliminary Submittal								48	48				96
Pre-Final Submittal	360	321								350	350	139	1520
Final Submittal			250	103									353
Coordination Meetings	8	8	8	8			8	8		8	8		64
TOTALS	368	329	258	111		24	64	56	48	358	358	139	2113

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 04/09/12

EXHIBIT "1"
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Project Number: I-11-4018

Consultant: SE3, 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	
Field Review						32							32
Concept Plan							20						20
Preliminary Submittal								50	34				84
Pre-Final Submittal										311	300		611
Final Submittal	137	130										107	374
Coordination Meetings	8	8					8		8			8	40
TOTALS	145	138				32	28	50	42	311	300	115	1161

- 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 04/09/12

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 EXHIBIT "1"

Project Number: I-11-4018

Consultant: SE3, 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	
Field Review						32							32
Concept Plan							20						20
Preliminary Submittal								42	42				84
Pre-Final Submittal										248	230		478
Final Submittal	100											90	190
Coordination Meetings							8		8			8	24
TOTALS	100					32	28	42	50	248	230	98	828

- 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 04/09/12

EXHIBIT "1"
 PAGE 400 OF 597

Project Number: I-11-4018

Consultant: SE3, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Field Review													
Concept Plan													
Preliminary Submittal													
Pre-Final Submittal													
Final Submittal	60	20											80
Coordination Meetings													
TOTALS	60	20											80

- 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 04/09/12

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EXHIBIT "1"

Project No. I-11-4018

Consultant: SE3, LLC

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 4,798.00
(From Exhibit C-3)

Total Dollars: \$ 214,441.00
(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

\$ 600,434.80

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 13,035.92

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)

\$ 613,470.72

Project No.: I-11-4018

Consultant: SE3, LLC

Date: 4/11/2012

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 45 NO. OF MONTHS
 SCHEDULED START DATE: 6/1/2012
 RAISE DATE: 1/1/2013
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR

Date	Date	Date	Date	Date	Date	Date	Date
6/1/2012	12/31/2012	1/1/2013	12/31/2013	1/1/2014	12/31/2014	1/1/2015	12/31/2015
7.0	12.0	12.0	12.0	12.0	2.0		
45.0	45.0	45.0	45.0	45.0	45.0	60.0	
15.56%	27.47%	28.29%	29.14%	5.00%			
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period	Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period

The escalation factor for this project is: 105.45%

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EXHIBIT "1"

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate	\$ 45.00	X	0	\$	-
	Includes Tolls		No. of Days		

Mileage	\$ 0.510	X	2,462	\$	1,255.62
	Mileage Rate		No. of Miles		

(Use mileage rate found at:

<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>

TOTAL VEHICLE REIMBURSEMENT				\$	<u>1,255.62</u>
------------------------------------	--	--	--	----	-----------------

B. ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here:

\$	<u>11,780.30</u>
----	------------------

http://www.illinoistollway.com/documents/10157/36206/LG_TO_LLWAY_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

EXHIBIT "1"
PAGE 466 OF 597

TOTAL ITEMIZED DIRECT COSTS	\$	<u>-</u>
------------------------------------	----	----------

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 2-way Radio	Actual Cost 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-11-4018

Consultant: SE3, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Vernal Stewart

Classification: Project Principal

BWA QA Jason Martin

Classification: Project Manager

BWA Project Manager Matt Gauntt

Classification: Project Manager

BWA Project Engineer: Raymond Kumapley

Classification: Project Manager

BWA Project Engineer: Steve M. Schuessler

Classification: Project Engineer

Project Civil Engineer: _____

Classification: _____

Project Structural Engineer: _____

Classification: _____

Project Drainage Engineer: _____

Classification: _____

Senior Engineer: _____

Classification: _____

Others: _____

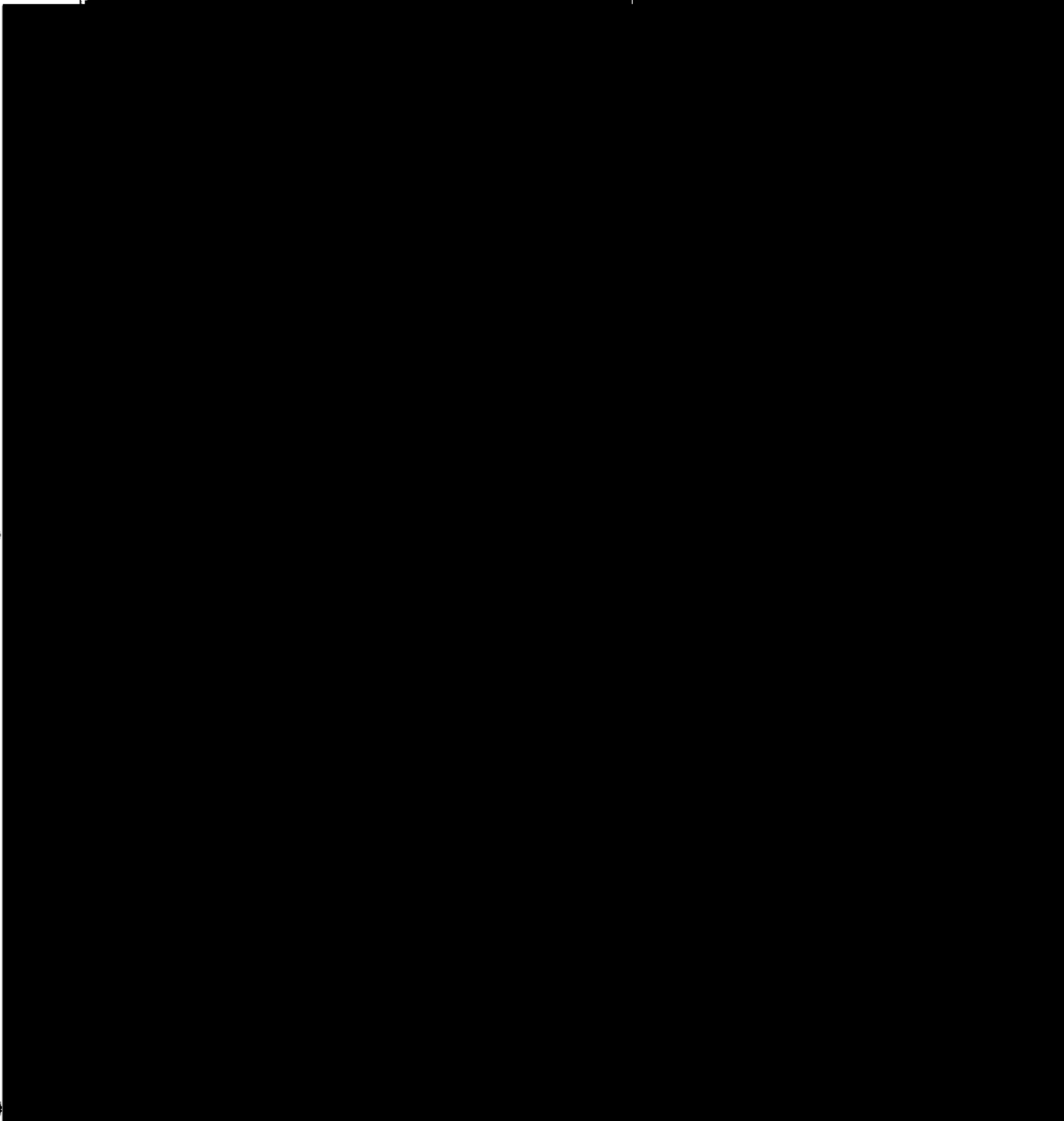
List all key personnel titles that are applicable to this project.

Attach resumes of all key personnel

Vernal C. Stewart: SE3, LLC Founder, CEO and President

Vernal Stewart

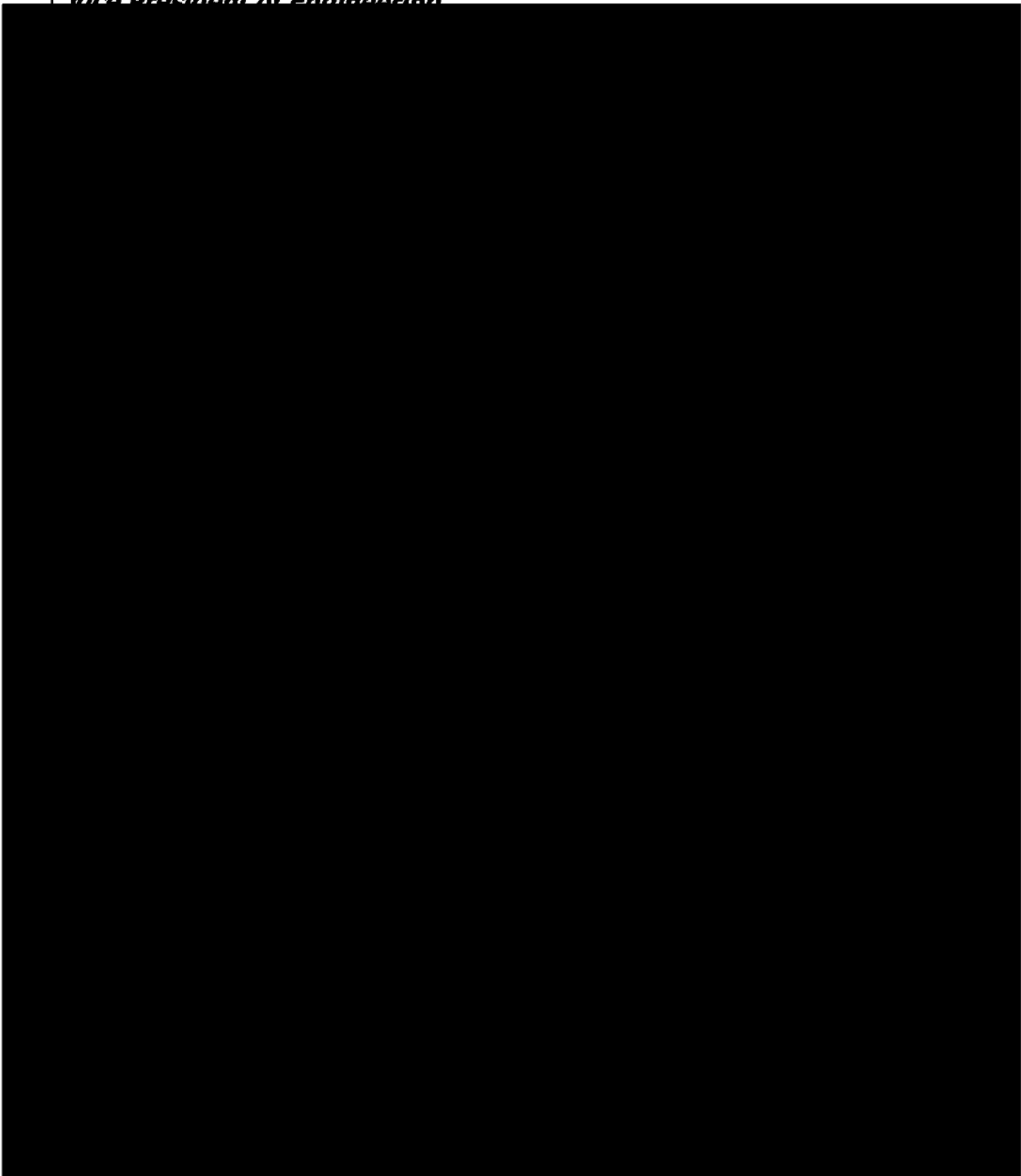
Founder, CEO and President

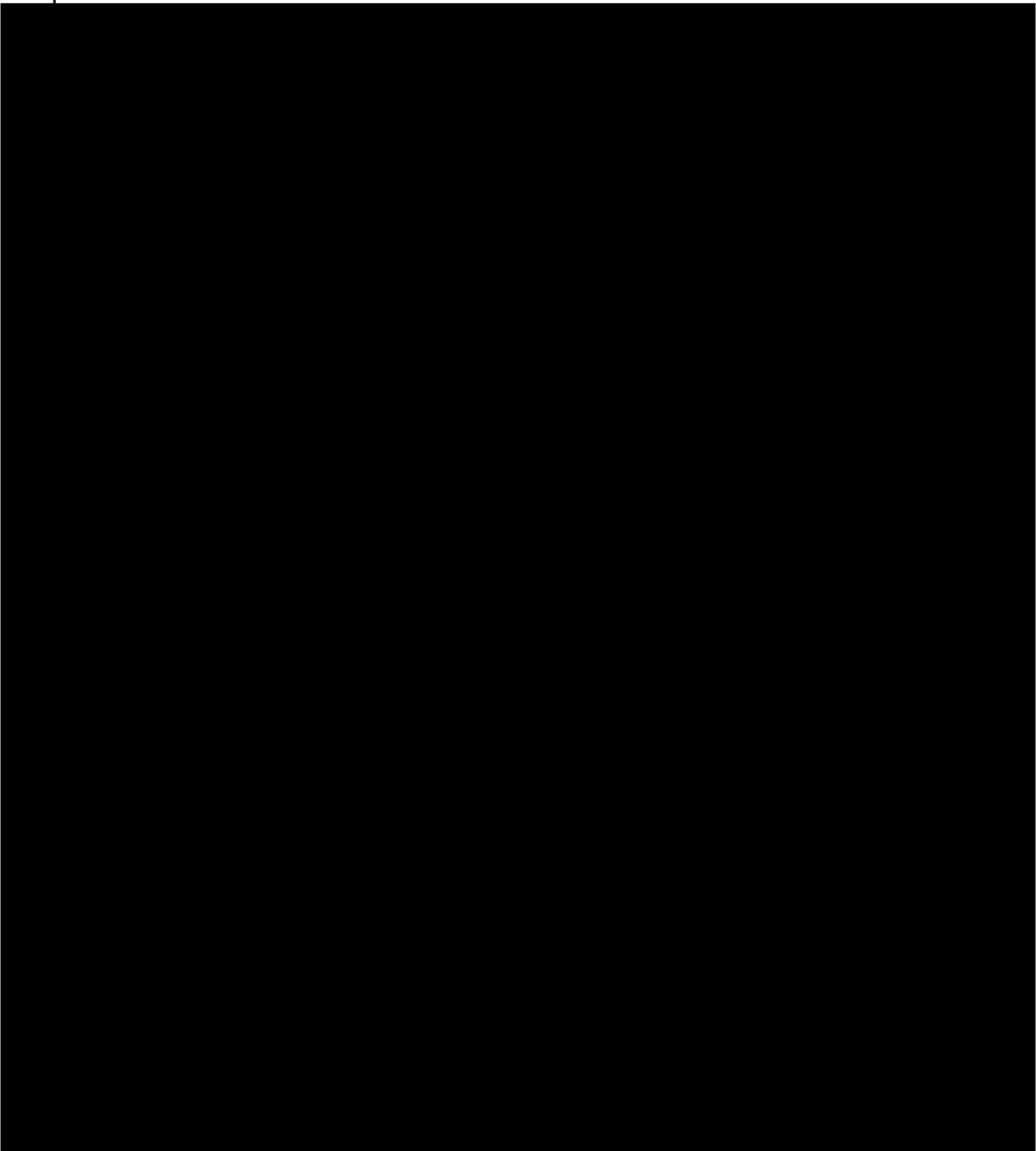


SE3

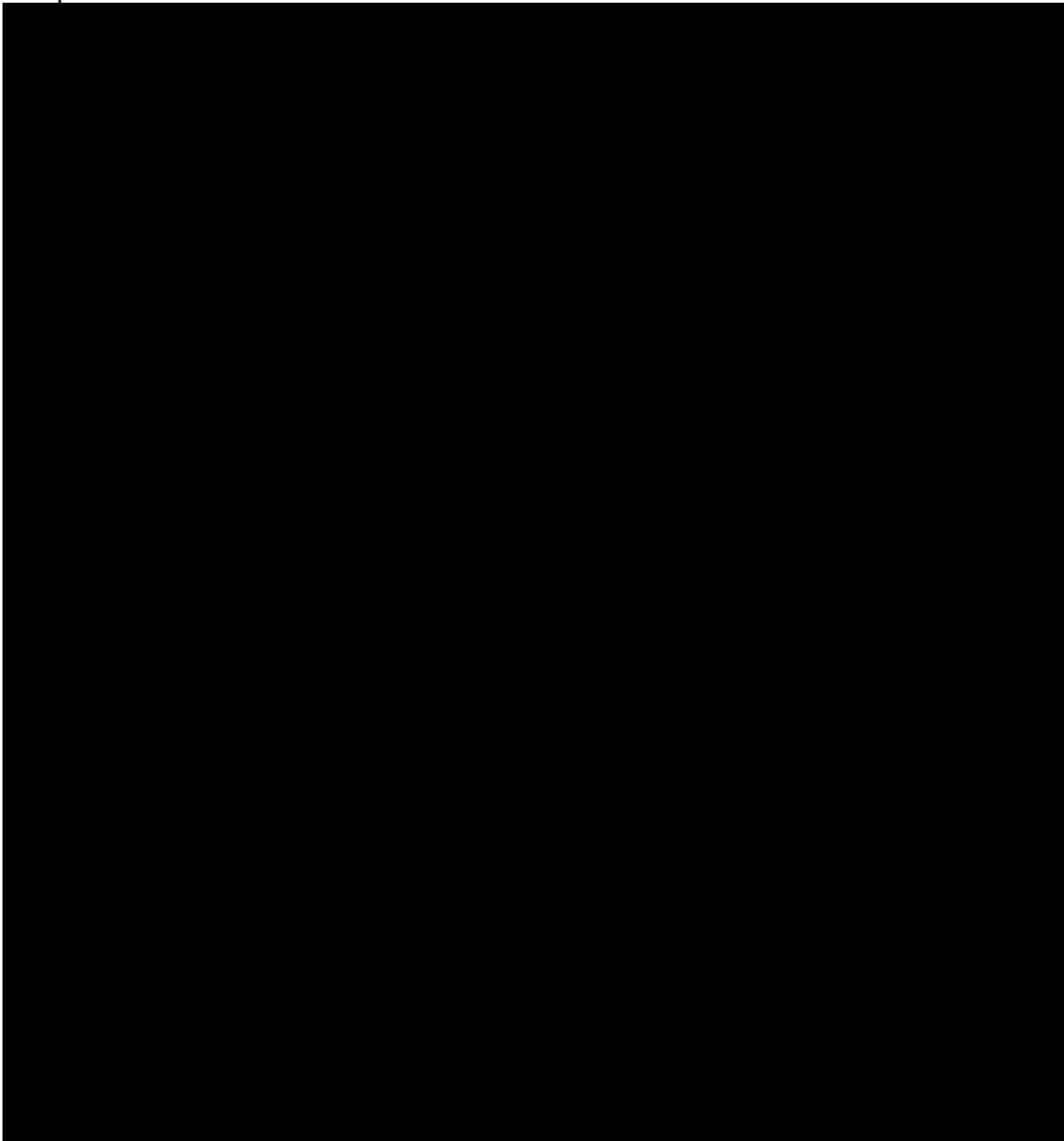
Jason Martin, P.E.

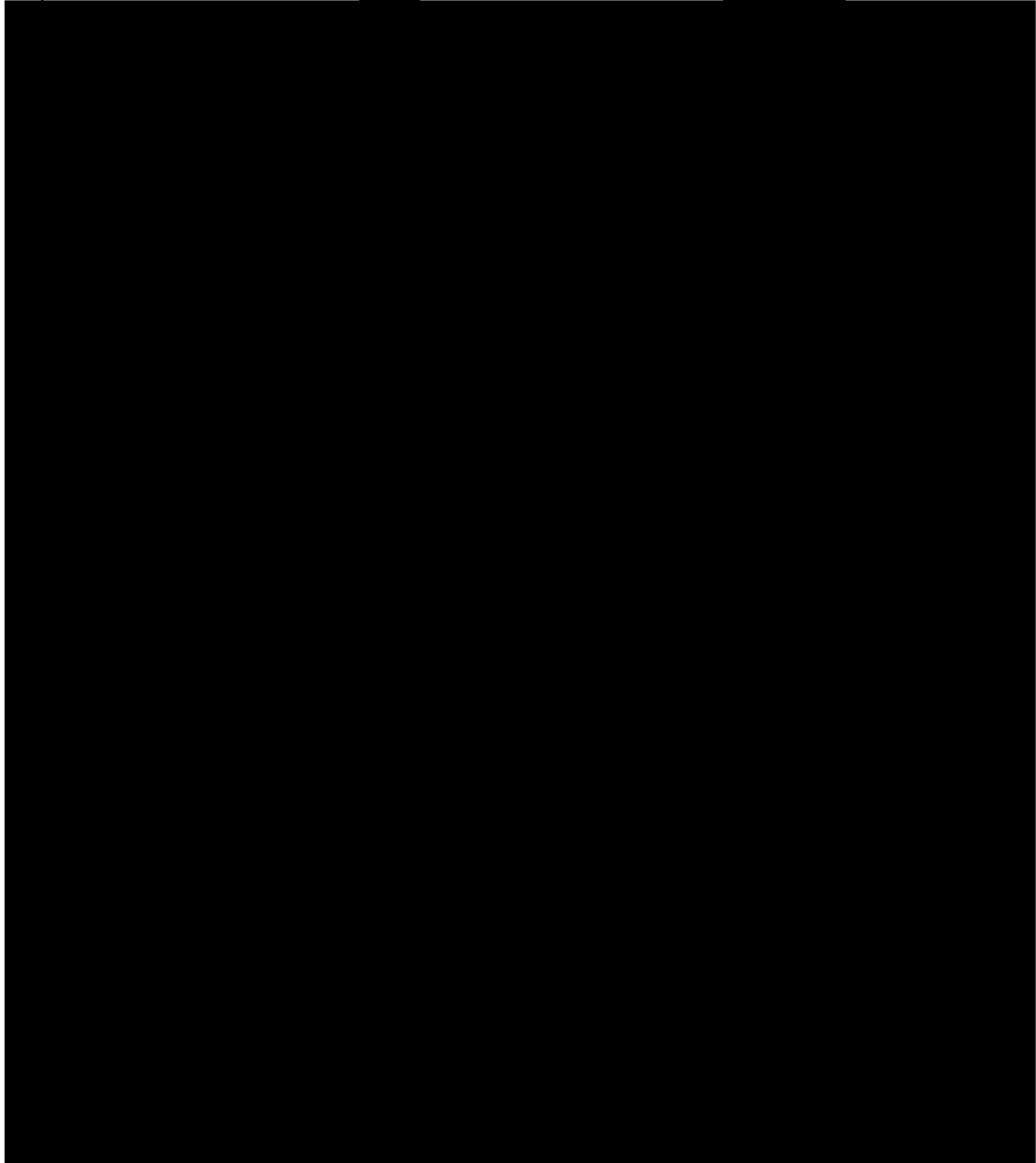
Vice President of Engineering





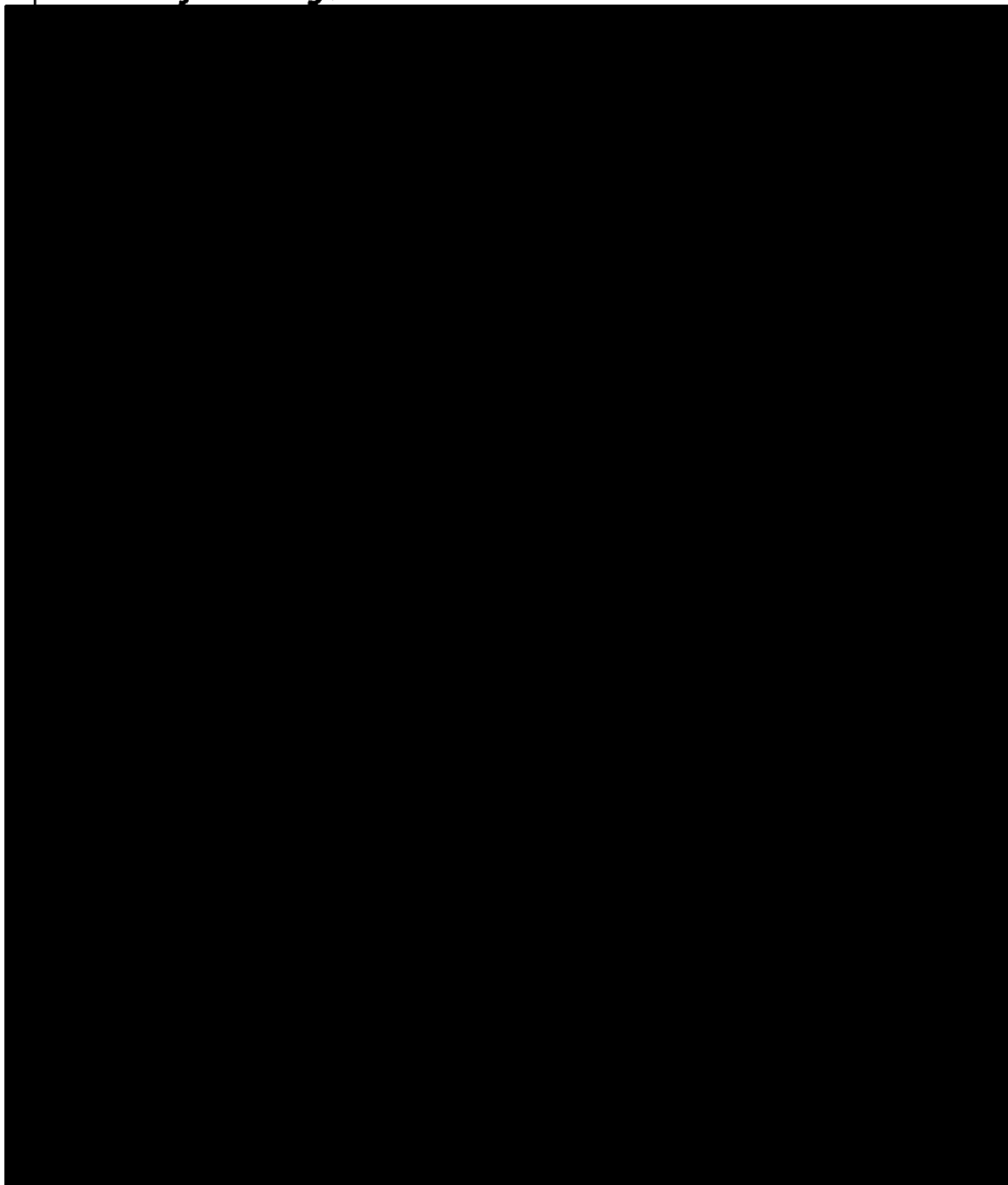
Matt Gauntt, P.E.
Senior Project Manager

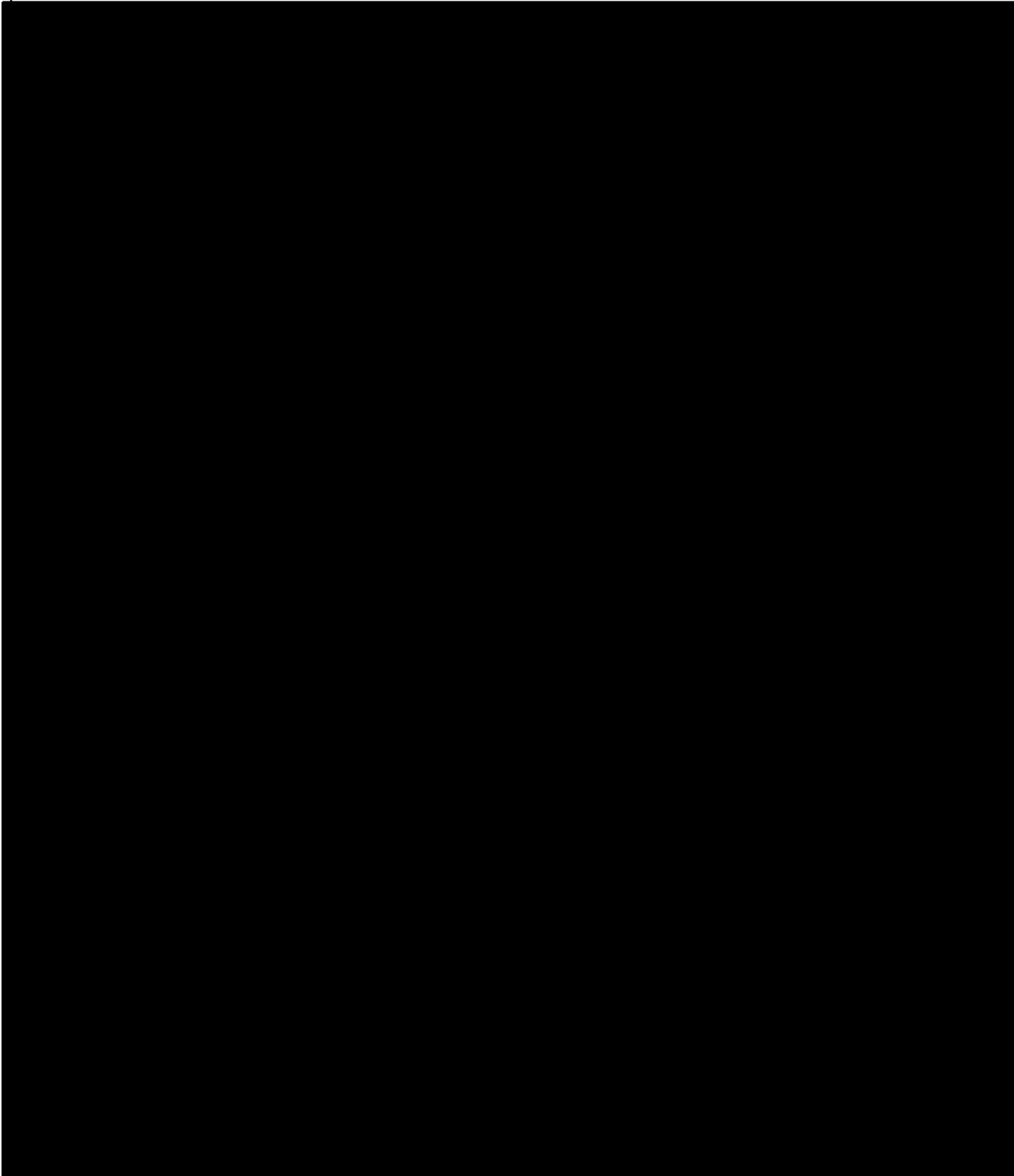




Raymond Kumapley, P.E.

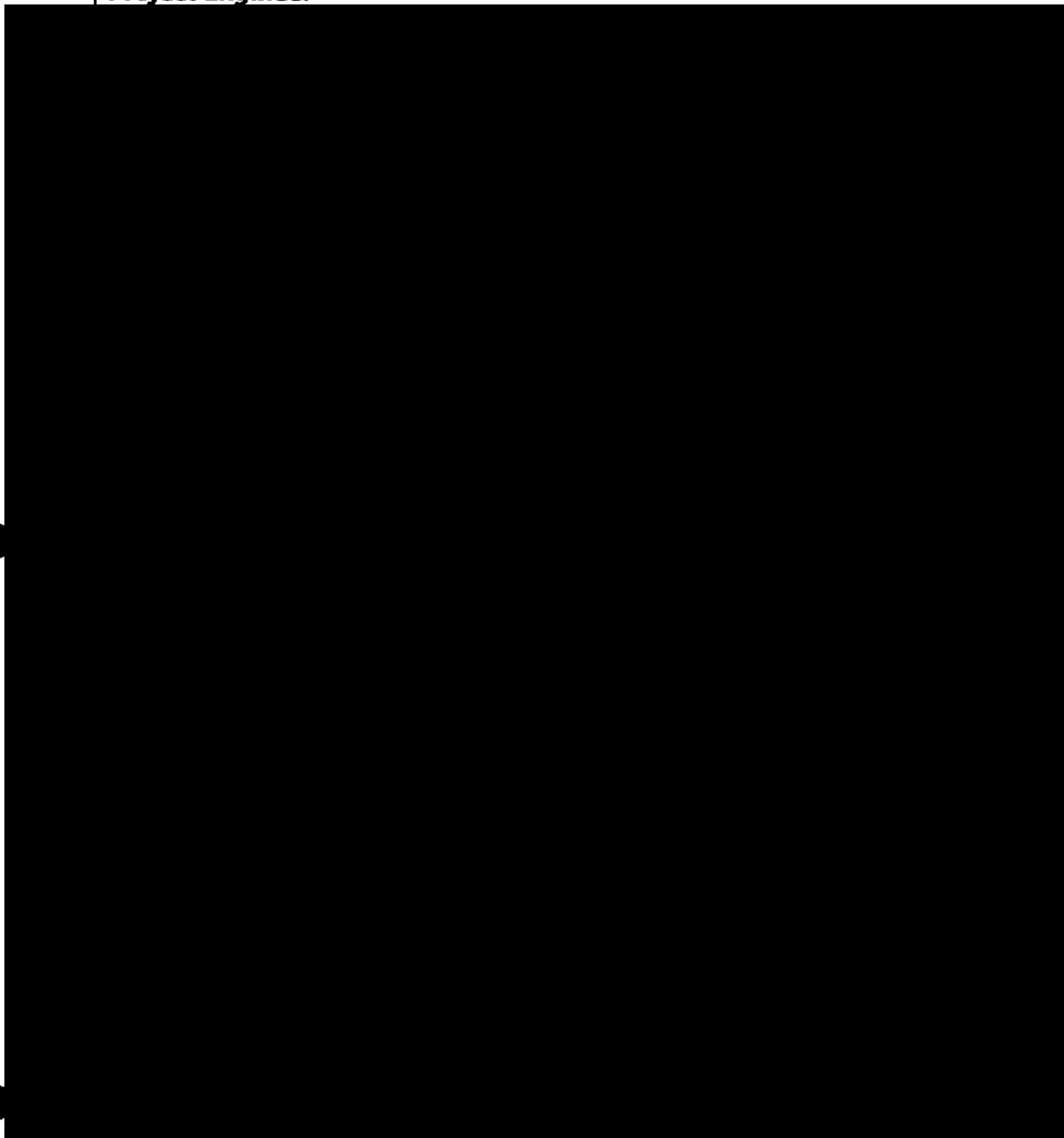
Senior Project Manager





Steve M. Schuessler, P.E.

Project Engineer



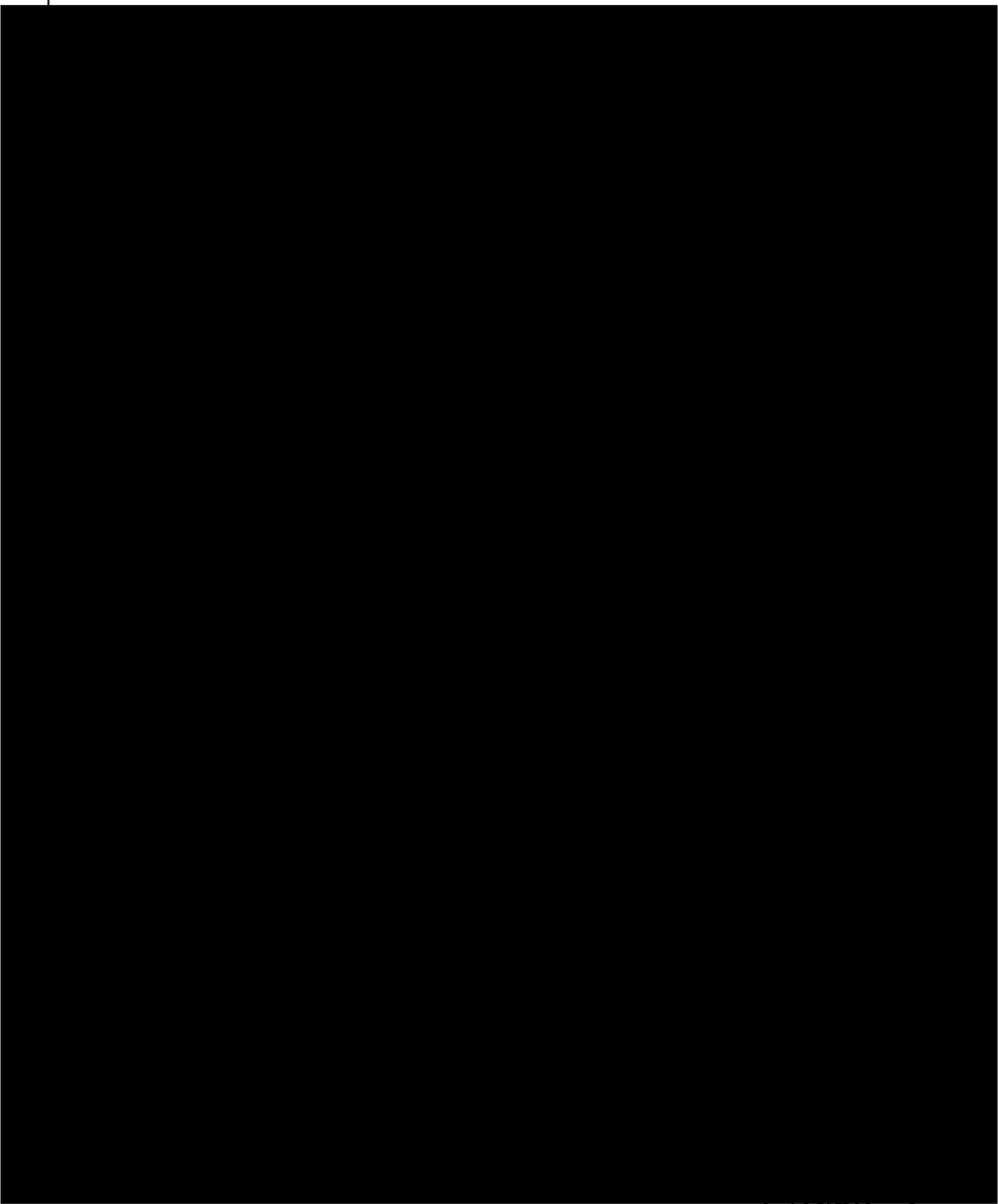


EXHIBIT F

SCOPE OF SUPPLEMENTAL PROPOSAL

SE3, LLC – Contract I-11-4018

1. The project includes the widening and reconstruction of I-90 (Jane Addams Memorial Tollway) from approximately the Higgins Road to the Elgin Plaza:
2. SE3 will be responsible for preparing the Barrier Warrant Analysis (BWA) reports for permanent hazards within these limits. It is anticipated that the Contract will include four construction contracts summarized below:
 - a. Contract 4-1 (IL-25 & IL-25 Ramps, Bridge Reconstruction)
 - b. Contract 4-2 (Elgin Plaza to Fox River, WB Reconstruction)
 - c. Contract 4-3 (Bartlett Rd., Bridge Reconstruction)
 - d. Contract 4-4 (Elgin Plz to Fox River EB Reconstruction)
 - e. Contract 4-5 (IL-25 Ramp, Retaining and Noise Walls & Bridge)
 - f. Contract 4-6 (IL-25 to Higgins, WB Reconstruction)
 - g. Contract 4-7 (IL-25 to Higgins, EB Reconstruction)
3. Prepare one Concept Barrier Warrant Analysis (BWA) submittal for review. Roll plot exhibits will be prepared to summarize the anticipated areas of concern (AOCs) along the project corridor.
4. Prepare traffic barrier warrants in accordance with the 9/1/11 Illinois Tollway Traffic Barrier Guidelines. Assumes 57 level 3 and 174 level 2 analyses which include 10 assumed ITS locations, 10 proposed noise walls, and 30 sign truss locations. Cross sections will be provided to SE3 from the BV3 Joint Venture.
5. Submittals to the Tollway will include:
 - a. Preliminary submittal – Will include 5 representative Level 2 analyses and 1 representative Level 3 analysis. One copy will be submitted to the Tollway and one copy submitted to the BV3 Joint Venture.
 - b. Pre-Final submittal - Will address Preliminary comments and include analysis of all AOCs. One copy will be submitted to the Tollway and one copy submitted to the BV3 Joint Venture.
 - c. Final submittal - Will address Pre-Final comments and include analysis of all AOCs. One copy will be submitted to the Tollway and one copy submitted to the BV3 Joint Venture.
6. It is anticipated that the scope will require attendance at 4 meetings with the Tollway and 10 meetings with the BV3 Joint Venture to coordinate the design plans with the BWA.

EXHIBIT G

CURRENT OBLIGATIONS FOR PROJECTS

SE3, 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
RR-10-9973	Illinois Tollway – GEC Contract	\$667,483	\$326,975	12/31/2013
RR-10-5615	Illinois Tollway - I-88 Rehabilitation	\$204,534	\$944	2/31/2012
P-91-386-10	Various Counties / Various Routes – Phase I	\$24,522	\$2,285	12/31/2011
P-91-003-11	Various Counties / Various Routes – Phase I	\$102,884	\$97,559	7/1/2013
D-91-409-11	US 45, Rollins Road to Washington Street and at IL 132 - Phase II	\$45,000	\$45,000	6/1/2013
D-91-633-11	US 30 from IL 59 (Division St.) to North of I-55 - Phase II	\$100,000	\$100,000	6/1/2013
I-11-5632	Illinois Tollway - I-90 Bridge Reconstruction	\$52,333	\$52,333	11/1/2012
PSB 11-4, Item 3	Illinois Tollway, I-90 Reconstruction & Widening, MP 68.20 to 61.30	\$671,000	\$671,000	4/1/2015
PSB 11-4, Item 7	Illinois Tollway, I-90 Reconstruction & Widening, MP 52.10 to 46.4	\$658,255	\$658,255	4/1/2014
PSB 11-4, Item 9	Illinois Tollway, I-90 Reconstruction & Widening, MP 25.0 to MP 17.60	\$343,440	\$343,440	4/1/2014

EXHIBIT "1"

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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)	\$	-

6

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

2

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

7

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

3

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

8

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

4

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

9

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

5

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

10

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 0.00%

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

EXHIBIT H
PAGE 783 OF 592

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 **	\$ -
Total this Subconsultant (ULC)	\$ -

6

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

2

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

7

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

3

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

8

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

4

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

9

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

5

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

10

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

** Additional services funds require prior authorization before use

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

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

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

Singh Exhibits

EXHIBIT "1"
PAGE 495 OF 597

**Subcontractor/Consultant Financial Disclosure Form
Compliance Document To Version 12/1/2011**

Illinois Tollway Contract Number: I-11-4018
Subcontractor (Consultant) Firm Name: Singh & Associates, Inc.
Prime Contractor (Consultant) Firm Name: BV3

Pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code, the information in this document is required.

The following additional Sections are to be completed and submitted in compliance with the Illinois Procurement Code (Refer to Sections 1 through 3 previously submitted with Version 12/1/2011):

Section 4: Debarment/Legal Proceeding Disclosure (All Vendors must complete this section).

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

Debarment from contracting with any governmental entity	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Professional licensure discipline	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Bankruptcies	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Adverse civil judgments and administrative findings	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Criminal felony convictions	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

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 5: 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 6: Representative Lobbyist/Other Agent (All Vendors must complete this section).

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act 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 pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This Disclosure information is submitted on behalf of: Singh & Associates, Inc.

(Vendor/Subcontractor Name)

Name of Authorized Representative: Harvind Kaur Singh

Title of Authorized Representative: Vice President

Signature of Authorized Representative: _____

Date: 5/2/2012

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"

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RETURN WITH SUBCONTRACT

Tollway Contract Number: I-11-4018
Subcontractor (Consultant) Firm Name: Singh & Associates, Inc.
Prime Contractor (Consultant) Firm Name: Alfred Benesch & Company

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 subcontracting 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.

RETURN WITH SUBCONTRACT

(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.

RETURN WITH SUBCONTRACT

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.**

Singh & Associates, Inc.	
Name of Subcontracting Company	
	February 24, 2012
Authorized Officer	Date

RETURN WITH SUBCONTRACT

Tollway Contract Number: I-11-4018
Subcontractor (Consultant) Firm Name: Singh & Associates, Inc.
Prime Contractor (Consultant) Firm Name: Alfred Benesch & Company

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:

RETURN WITH SUBCONTRACT

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)

Singh & Associates, Inc.

Signature 

Printed Name S. Singh Rikhiraj, PE

Title President

Date 2/24/12

Address 300 W. Adams Street, Suite 609

Chicago, Illinois 60606

EXHIBIT "T"
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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: Singh & Associates, Inc.

D/B/A (if used): NA

Name of any Parent Organization: NA

EXHIBIT "1"
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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:

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.

EXHIBIT "1"

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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: S. Singh Rikhiraj, PE

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 ____.

EXHIBIT "1"

PAGE 497 OF 597

RETURN WITH SUB-CONTRACT

- (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 "1"

PAGE 498 OF 597

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: Singh & Associates, Inc.

(Name of Vendor)

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

Name (printed) S. Singh Rikhiraj, PE Title President

Signature  Date 2/24/12

EXHIBIT
EXHIBIT "1"
PAGE 499 OF 597

Project Number: I-11-4018

Consultant: Singh and Associates, 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	
Public Involvement						10	10	10	10	10	10	10	70
Civil Support						80	80	80	80	80	80	80	560
Utility Plans						160	160	160	160	160	160	160	1120
TOTALS						250	250	250	250	250	250	250	1750

- 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 04/09/12

PAGE 502 OF 597

EXHIBIT "1"

Project Number: I-11-4018

Consultant: Singh and Associates, 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	
Public Involvement	10	10	10	10	10	10	10	10	10	10	10	10	120
Civil Support	80	80	80	80	80	80	80	80	80	80	80	80	960
Utility Plans	160	160	160	160	160	160	160	160	160	160	160	160	1920
TOTALS	250	250	250	250	250	250	250	250	250	250	250	250	3000

- 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 501 OF 597

Project Number: I-11-4018

Consultant: Singh and Associates, 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	
Public Involvement	10	10	10	10	10	10	4	4	4	4	4	4	84
Civil Support	40	40	40	40	30	8	8	8	8	8	8	8	246
Utility Plans	80	80	80	80	80	80	80	80	80	80	80	80	960
TOTALS	130	130	130	130	120	98	92	92	92	92	92	92	1290

- 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 04/09/12

EXHIBIT "1"
 PAGE 502 OF 597

Project Number: I-11-4018

Consultant: Singh and Associates, 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		
Public Involvement														
Civil Support														
Utility Plans	30	30	30	20	20	20								150
TOTALS	30	30	30	20	20	20								150

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

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EXHIBIT "1"

Project No. I-11-4018

Consultant: Singh and Associates, Inc.

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 6,190.00
(From Exhibit C-3)

Total Dollars: \$ 250,583.00
(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

\$ 701,632.40

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

TOTAL DIRECT COSTS \$ 26,407.20

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)

\$ 728,039.60

Date: 4/12/2012

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	S. Singh Rikhiraj	70.00	70.00	No
Project Manager/QAQC Manager	Ramesh Gupta	70.00	70.00	No
Senior Engineer	Scott Ahles	54.00	55.00	No
	Sadu Singh Rikhiraj	56.00		
Engineer III	Marwan Alsafadi	45.00	43.26	No
	Angela Giovannone	44.70		
	Chris Leow	41.50		
	Daria Mileva	41.00		
	Vince Olsauskas	45.90		
	Kiran Prajapati	42.50		
	Greg Reilly	44.00		
	Isaac Yun	41.50		
Engineer II	Stephen Gruberman	33.30	35.40	No
	Vilmantas Gurskas	33.30		
	Marius Kucinas	39.50		
	Rashesh Patel	33.60		
	Vytas Pelegrimas	37.00		
	Jeff Volz	35.70		
Engineer I	Jagpreet Chahal	25.00	27.50	No
	Yousuf Jamal	32.00		
	Andrew Massey	30.70		
	Hua Mau	25.80		
	Binu Nair	26.00		
	Sharron Tanner	25.50		
Engineer intern	Weining Chang	20.00	20.00	No

Project No.: I-11-4018

Consultant: Singh and Associates, Inc.

Date: 4/12/2012

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 43 NO. OF MONTHS
 SCHEDULED START DATE: 6/1/2012
 RAISE DATE: 1/1/2013
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR

6/1/2012 - 12/31/2012	1/1/2013 - 12/31/2013	1/1/2014 - 12/31/2014	1/1/2015 - 12/31/2015		
Date Date	Date Date	Date Date	Date Date	Date Date	Date Date
7.0	12.0	12.0	12.0		
43.0	43.0	43.0	43.0	43.0	43.0
16.28%	28.74%	29.61%	30.49%		
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period	Escalation Factor Fifth Period

The escalation factor for this project is: 105.12%

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EXHIBIT "1"

Date Revised 04/09/12

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) \$45/day (Maximum)
DAILY RATE ONLY 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-11-4018

Consultant: Singh and Associates, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Sadhu Singh Rikhiraj

Classification: Senior Engineer

Project Manager: Angela Giovannone

Classification: Engineer III

Project Engineer: Isaac Yun

Classification: Engineer III

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

SINGH

S. SINGH RIKHIRAJ, PE

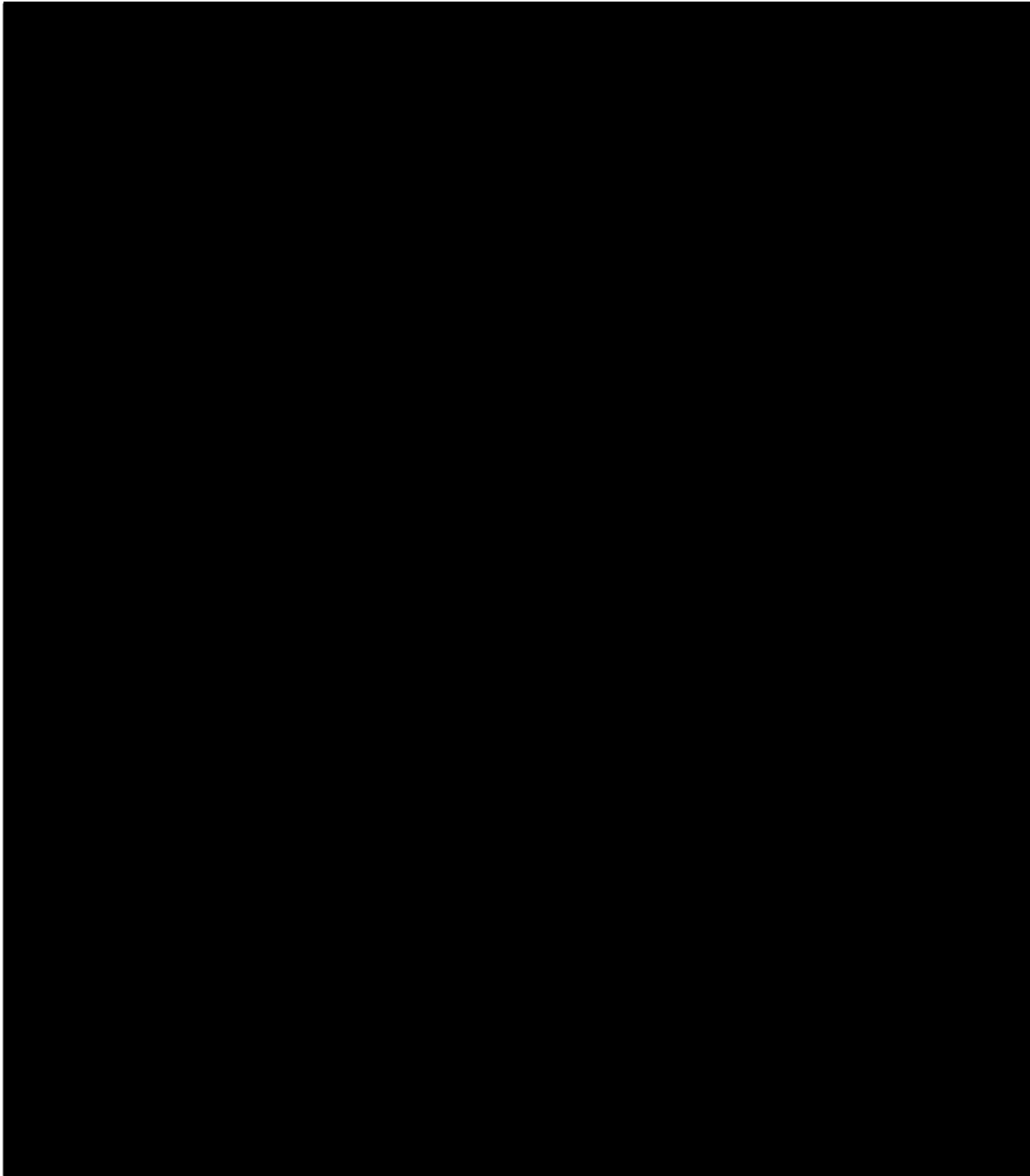
PROJECT EXECUTIVE

Singh & Associates, Inc. 1992-Present
President

SINGH

ANGELA GIOVANNONE, PE, LEED AP BD+C

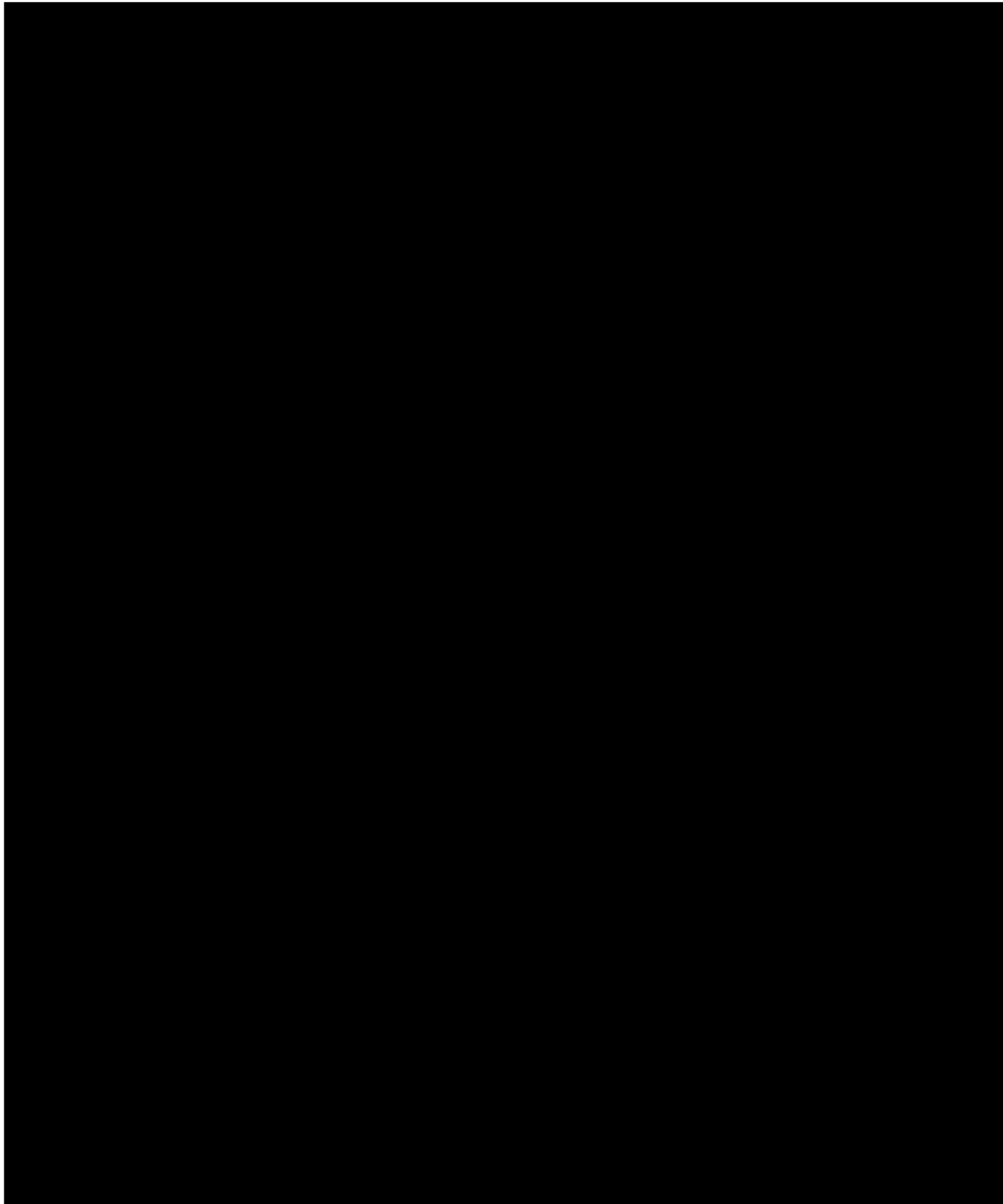
SENIOR ELECTRICAL ENGINEER



SINGH

ANGELA GIOVANNONE, PE, LEED AP BD+C

SENIOR ELECTRICAL ENGINEER

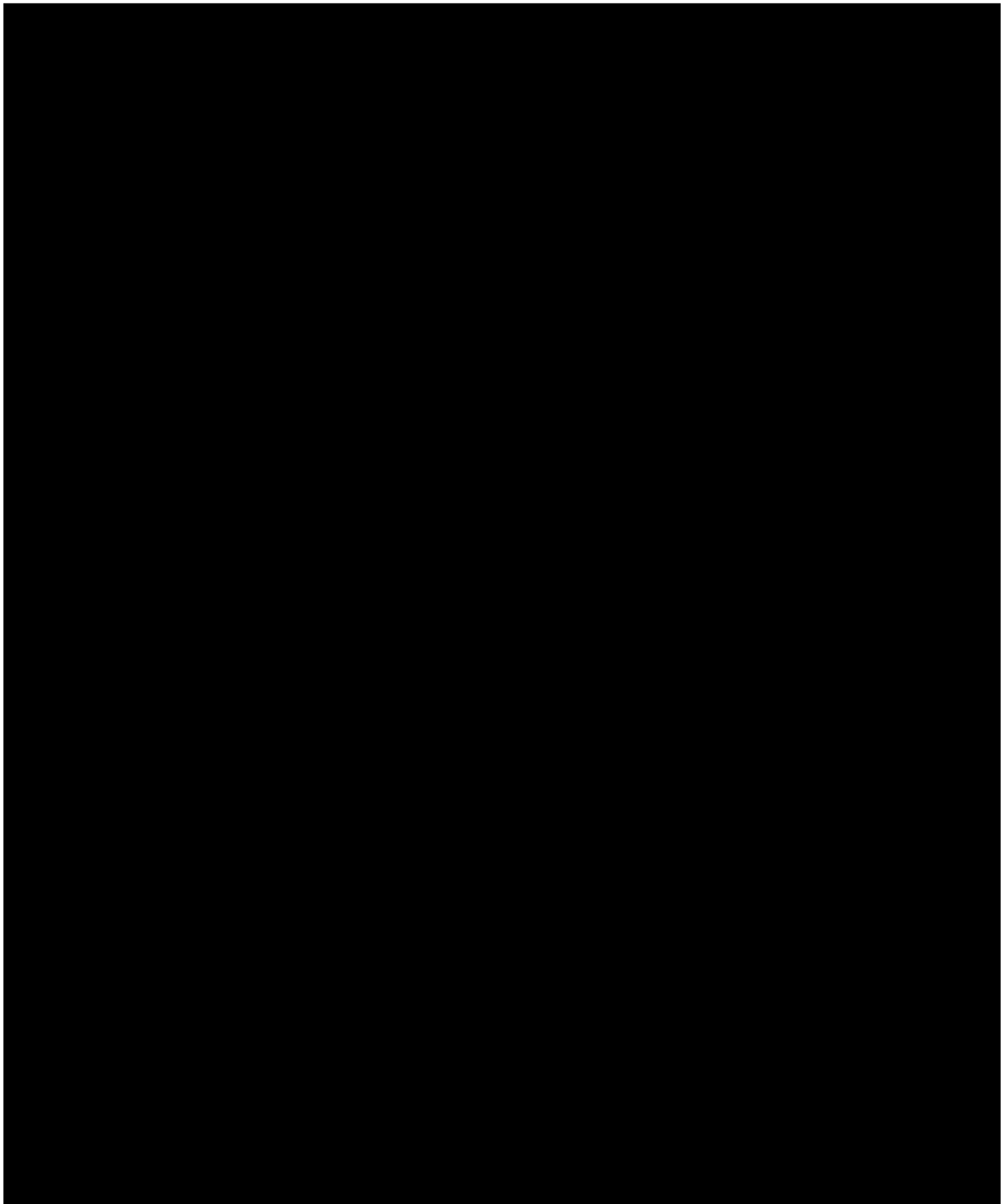


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SINGH

ANGELA GIOVANNONE, PE, LEED AP BD+C

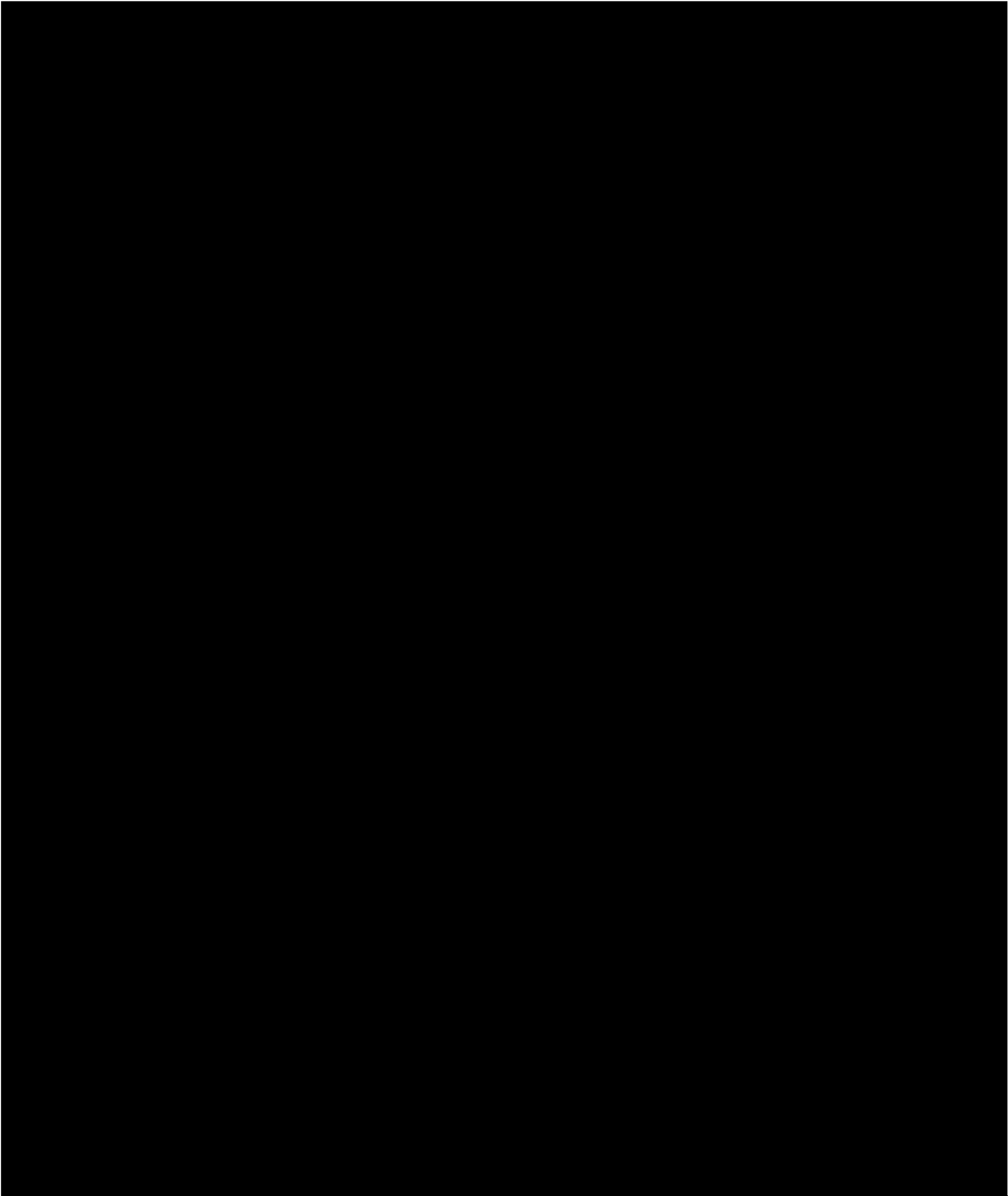
SENIOR ELECTRICAL ENGINEER



SINGH

ISAAC YUN, PE

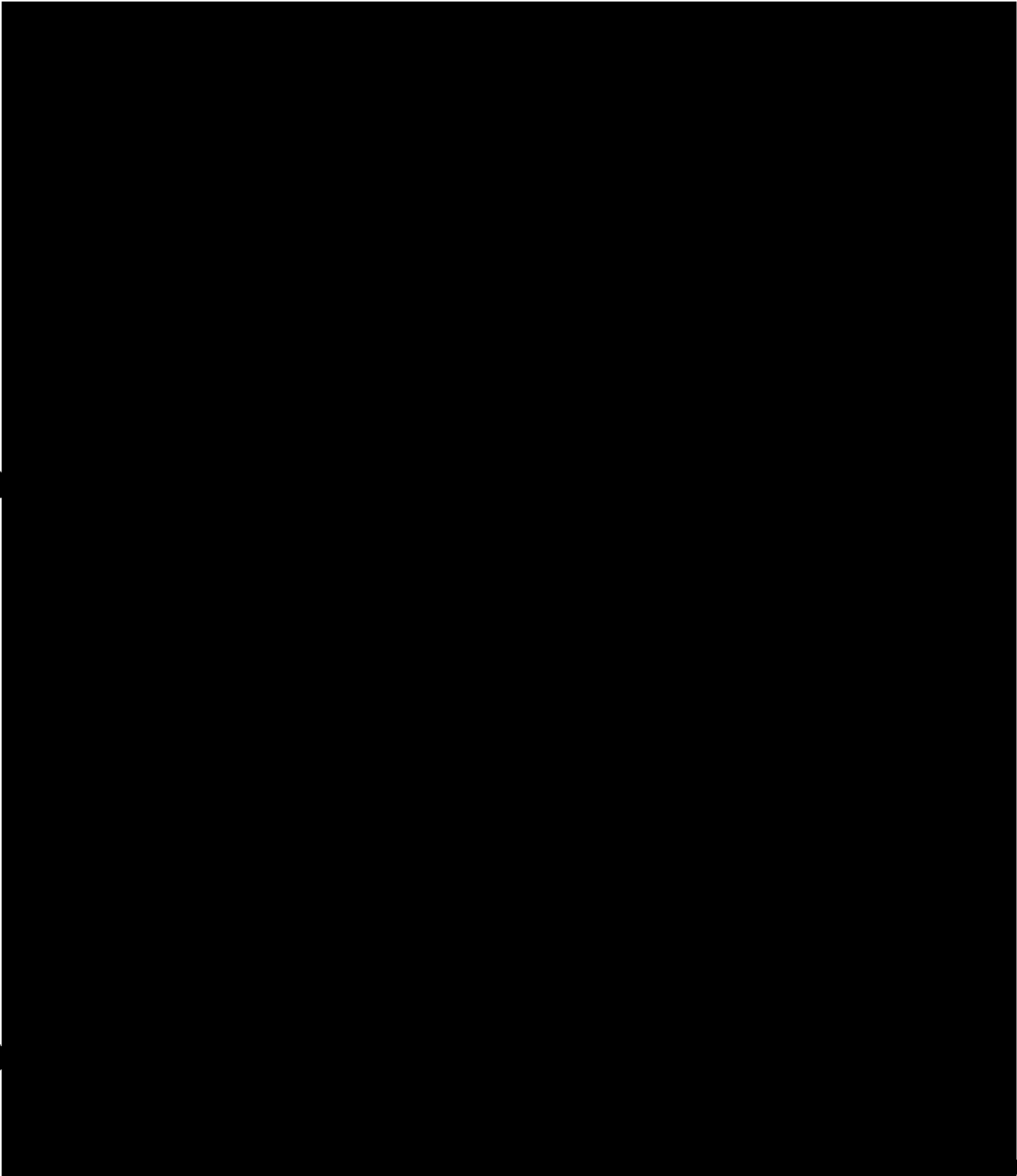
PROJECT MANAGER



SINGH

ISAAC YUN, PE

PROJECT MANAGER

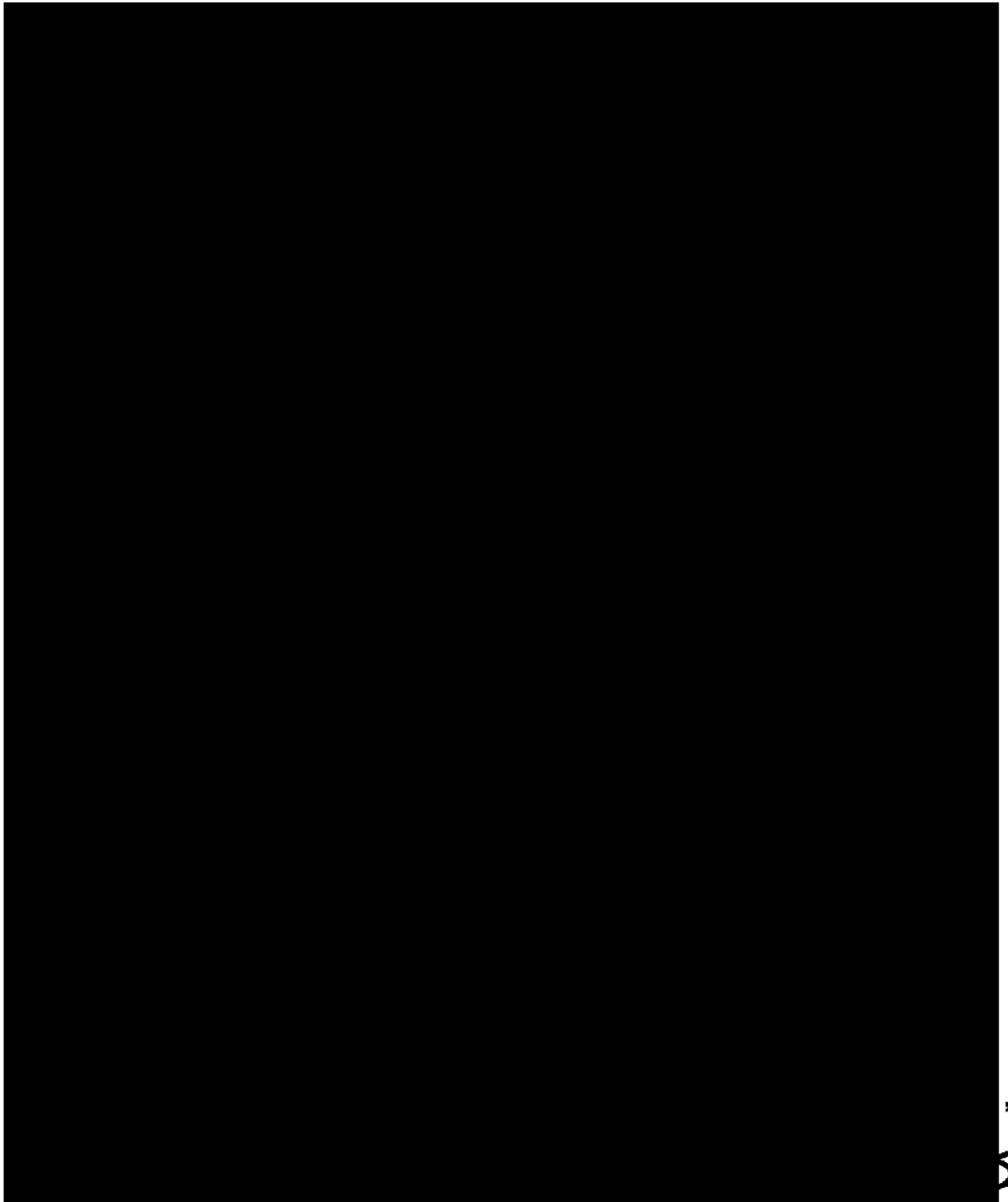


2024-01-27

SINGH

ISAAC YUN, PE

PROJECT MANAGER



”

597

SINGH

ISAAC YUN, PE

PROJECT MANAGER



EXHIBIT "1"

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EXHIBIT F
SCOPE OF SERVICES

Singh & Associates, Inc.
Contract No. I-11-4018

As part of Design Corridor Management (DCM), Singh will perform the following engineering services within the I-90 corridor between M.P. 78.8 (Kennedy Expressway) and M.P. 53.8 (Elgin Plaza):

1. Coordinate the design of roadway lighting improvements between DSE consultants within the I-90 corridor.
2. Provide technical support for the preparation of public involvement materials and display exhibits used in local agency and public informational meetings.
3. Attend bi-weekly utility coordination meetings and monitor DSE consultant coordination with utility companies within the I-90 corridor.
4. Assist in the preparation of plans for relocating JAWA water mains or the adjustment or relocation of other public utilities.
5. Assist with the preparation of Maintenance of Traffic (MOT) concepts and development of design standards.

EXHIBIT G
CONTRACT I-11-4018
CURRENT OBLIGATIONS FOR PROJECTS
SINGH & ASSOCIATES, INC.

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplemental Contracts and Extra Work)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-09-9069	ITS Design/CM	500,000.00	180,000.00	4/30/2015
RR-10-5614	Electrical/Lighting Design (sub)	136,638.00	81,000.00	12/31/2012
RR-10-5615	Electrical/Lighting Design (sub)	114,961.00	70,000.00	12/31/2012

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	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 5%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> </tr> </table>	Direct Labor	\$	-		Direct Costs	\$	-		Services by Others	\$	-		Additional Services **	\$	-		Total this Subconsultant (ULC)		\$	-
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4	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 5%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> </tr> </table>	Direct Labor	\$	-		Direct Costs	\$	-		Services by Others	\$	-		Additional Services **	\$	-		Total this Subconsultant (ULC)		\$	-
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Direct Costs	\$	-																			
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9	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 5%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> </tr> </table>	Direct Labor	\$	-		Direct Costs	\$	-		Services by Others	\$	-		Additional Services **	\$	-		Total this Subconsultant (ULC)		\$	-
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Direct Costs	\$	-																			
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10	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 5%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> </tr> </table>	Direct Labor	\$	-		Direct Costs	\$	-		Services by Others	\$	-		Additional Services **	\$	-		Total this Subconsultant (ULC)		\$	-
Direct Labor	\$	-																			
Direct Costs	\$	-																			
Services by Others	\$	-																			
Additional Services **	\$	-																			
Total this Subconsultant (ULC)		\$	-																		

** Additional services funds require prior authorization before use

TOTAL 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 04/09/12

EXHIBIT H

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 **	\$	-		
	Total this Subconsultant (ULC)	\$	-		

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Lin Exhibits



**Subcontractor/Consultant Financial Disclosure Form
Compliance Document To Version 12/1/2011**

Illinois Tollway Contract Number: I-11-4018
Subcontractor (Consultant) Firm Name: Lin Engineering, Ltd.
Prime Contractor (Consultant) Firm Name: Alfred Benesch & Co.

Pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code, the information in this document is required.

The following additional Sections are to be completed and submitted in compliance with the Illinois Procurement Code (Refer to Sections 1 through 3 previously submitted with Version 12/1/2011):

Section 4: Debarment/Legal Proceeding Disclosure (All Vendors must complete this section).

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

Debarment from contracting with any governmental entity	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Professional licensure discipline	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Bankruptcies	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Adverse civil judgments and administrative findings	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Criminal felony convictions	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

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 5: 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 6: Representative Lobbyist/Other Agent (All Vendors must complete this section).

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act 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 pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This Disclosure information is submitted on behalf of: Lin Engineering, Ltd.
(Vendor/Subcontractor Name)

Name of Authorized Representative: Paul B. Lin

Title of Authorized Representative: President

Signature of Authorized Representative: 

Date: 05/03/2012

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 subcontracts 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"

RETURN WITH SUBCONTRACT

Tollway Contract Number: I-11-4018
Subcontractor (Consultant) Firm Name: Lin Engineering, Ltd.
Prime Contractor (Consultant) Firm Name: Alfred Benesch & Co.

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 subcontracting 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.

RETURN WITH SUBCONTRACT

(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.

EXHIBIT "1"

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Page 2 of 5

RETURN WITH SUBCONTRACT

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.


Lin Engineering, Ltd.	
Name of Subcontracting Company	
	02/27/2012
Authorized Officer	Date

EXHIBIT "1"
PAGE 532 OF 597

RETURN WITH SUBCONTRACT

Tollway Contract Number: I-11-4018
Subcontractor (Consultant) Firm Name: Lin Engineering, Ltd.
Prime Contractor (Consultant) Firm Name: Alfred Benesch & Co.

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:

EXHIBIT "1"

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RETURN WITH SUBCONTRACT

- 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)

Lin Engineering, Ltd.

Signature _____

Printed Name Paul B. Lin

Title President Date 02/27/2012

Address _____

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: Lin Engineering, Ltd.

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

Name of any Parent Organization: N/A

EXHIBIT "1"

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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:

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.

EXHIBIT "1"

PAGE 537 OF 517
Page 5 of 8

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: Paul B. Lin

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 n/a.

EXHIBIT "1"

PAGE 538 OF 591
Page of

RETURN WITH SUB-CONTRACT

- (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.)

ISHTA PSB 10-2 – RR-10-5614	ISHTA PSB 10-2 – RR-10-5615
IDOT PTB 155/06 – C-91-371-10	IDOT PTB 155/13 – D-91-389-10
IDOT PTB 155/16 – P-91-386-10	IDOT PTB 155/26 – D-92-003-06
IDOT PTB 155/29 – D-92-088-92	IDOT PTB 155/32 – C-92-095-10
IDOT PTB 155/35 – D-93-032-10	IDOT PTB 156/16 – D-91-589-10
IDOT PTB 156/20 – D-91-358-97	IDOT PTB 156/25 – P-92-079-10
IDOT PTB 156/34 – D-96-023-10	IDOT PTB 156/36 – D-96-021-10
IDOT PTB 156/42 – D-97-003-10	IDOT PTB 156/43 – P-97-037-10
IDOT PTB 157/07 – C-91-016-11	IDOT PTB 157/12 – D-91-298-99
IDOT PTB 157/26 – C-92-178-10	IDOT PTB 157/34 – P-94-025-10
IDOT PTB 157/38 – D-96-541-02	IDOT PTB 157/46 – P-99-006-10
IDOT PTB 157/48 – D-30-004-11	IDOT PTB 158/01 – P-91-242-11
IDOT PTB 158/02 – D-91-762-10	IDOT PTB 158/09 – D-91-233-11
IDOT PTB 158/17 – P-92-080-10	IDOT PTB 158/28 – D-96-005-11

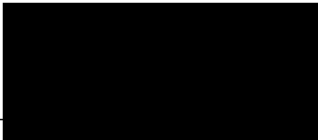
This information is submitted on behalf of: Lin Engineering, Ltd.

(Name of Vendor)

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

Name (printed) Paul B. Lin

Title President

Signature 

Date 02/27/2012

Effective 12/1/11

Subcontractor/Consultant Financial Certifications

EXHIBIT "T"
PAGE 540 OF 591

Project Number: I-11-4018

Consultant: Lin Engineering, Ltd.

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	
Surveys						230	230	210	210	210	210	210	1510
QA/QC						8	8	8	8	8	8	8	56
Administration						12	11	11	11	11	11	11	78
TOTALS						250	249	229	229	229	229	229	1644
TOTAL ALL TASK WORKHOURS												See Page 2	

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 04/09/12

PAGE 541 OF 597

EXHIBIT "1"

Project Number: I-11-4018

Consultant: Lin Engineering, Ltd.

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	
Surveys	210	210	210	210	210								1050
QA/QC	8	8	10	10	10								46
Administration	11	11	11	11	11								55
TOTALS	229	229	231	231	231								1151
TOTAL ALL TASK WORKHOURS												2,795	

- 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 04/09/12

PAGE 542 OF 599
 EXHIBIT "1"

Project No. I-11-4018

Consultant: Lin Engineering, Ltd.

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 2,795.00
(From Exhibit C-3)

Total Dollars: \$ 100,860.00
(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

\$ 282,408.00

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 26,785.40

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)

\$ 309,193.40

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	Paul Lin	70.00	70.00	No
Project Manager	Fred Lin	55.00	54.30	No
	Michael Haley	53.60		
PLS	George Woods	47.00	41.10	No
	Jeffrey Day	38.30		
	Duane Weiss	38.00		
Senior Engineer	Suresh Desai	46.00	40.33	No
	Vaclav Busko	38.00		
	Russel Garrard	37.00		
Civil Engineer	Shiraz Tarique	40.00	28.64	No
	Sam Lahniers	31.30		
	Geoffrey Efers	30.10		
	Scott Wikinson	29.00		
	Tapan Patel	27.90		
	Chis Venatta	27.90		
	Aimee Smith	26.85		
	Robert Knapczyk	26.75		
	Zachary Bulva	26.50		
	Tristan Willis	25.00		
	Pete Sarich	23.75		
Technician	Bogdan Dobrenko	33.00	24.16	Yes
	Aaron Peterson	25.00		
	Jeffery Derango	24.80		
	Andy Fonck	24.00		
	Robert Swoboda	23.50		
	Daniel Holland	23.00		
	Christopher Lynch	22.60		
	Douglas Smedley	22.30		
	Wesley Ruyle	19.20		

* 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

Project No.: I-11-4018

Consultant: Lin Engineering, Ltd.

Date: 4/11/2012

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 12 NO. OF MONTHS

SCHEDULED START DATE: 6/1/2012

RAISE DATE: 1/1/2013

PERCENT OF RAISE: 3%

ESCALATION PER YEAR

Date	-	Date	Date	Date	Date	Date	Date		
6/1/2012	-	12/31/2012	1/1/2013	-	5/31/2013				
7.0			5.0						
12.0			12.0			12.0			12.0
58.33%			42.92%						
Factor First Period			Escalation Factor Second Period			Escalation Factor Third Period			Escalation Factor Fifth Period

The escalation factor for this project is: 101.25%

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EXHIBIT "1"

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 Premium portion
Overtime	Actual Cost
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) \$45/day (Maximum)
DAILY RATE ONLY 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-11-4018

Consultant: Lin Engineering, Ltd.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Paul B. Lin

Classification: Project Principal

Project Manager: George L. Woods

Classification: PLS

Project Engineer: _____

Classification: _____

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



LIN ENGINEERING, LTD.
Consulting Engineers

PAUL B. LIN, P. E., S.E.

Project Manager

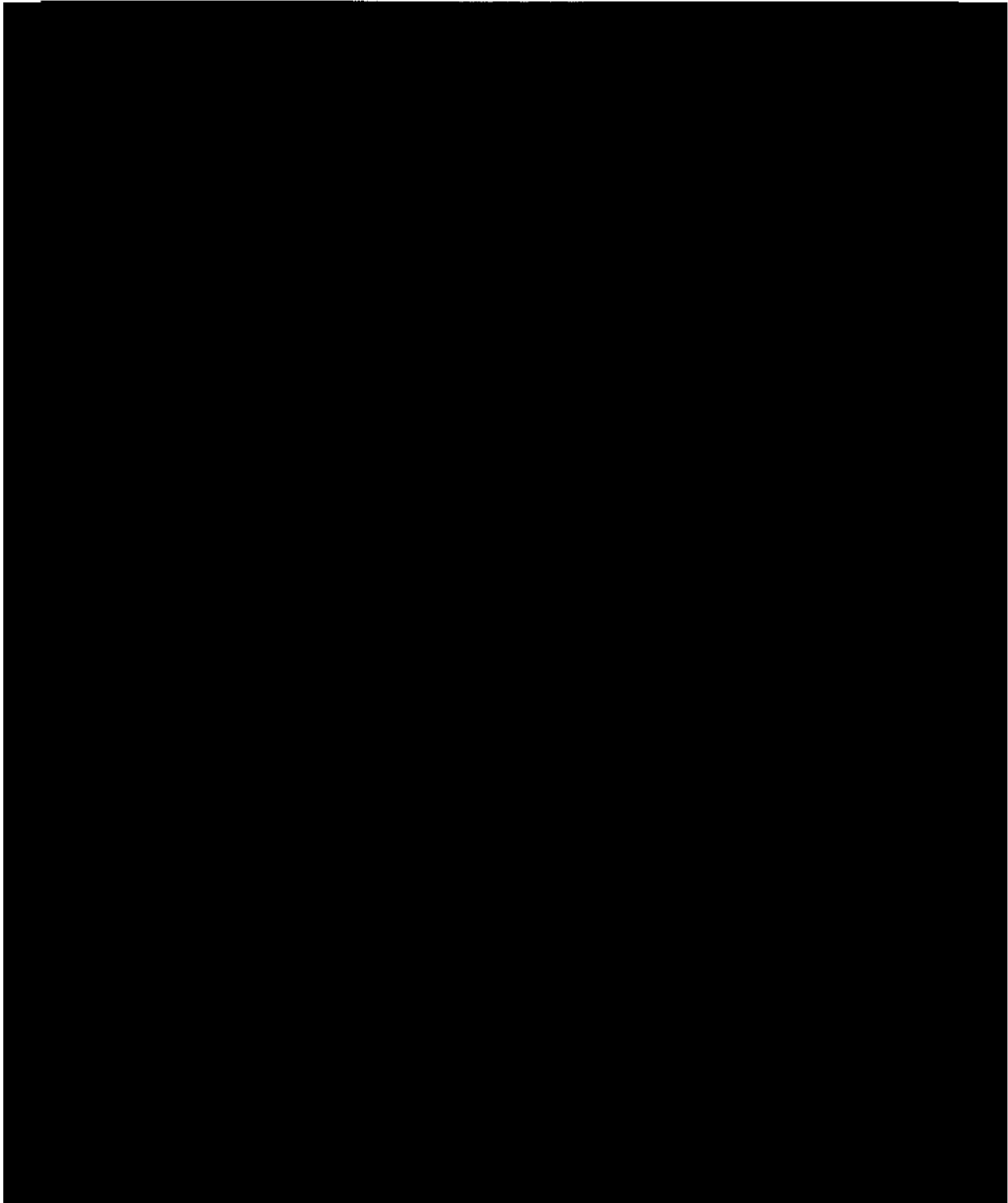


EXHIBIT "1"

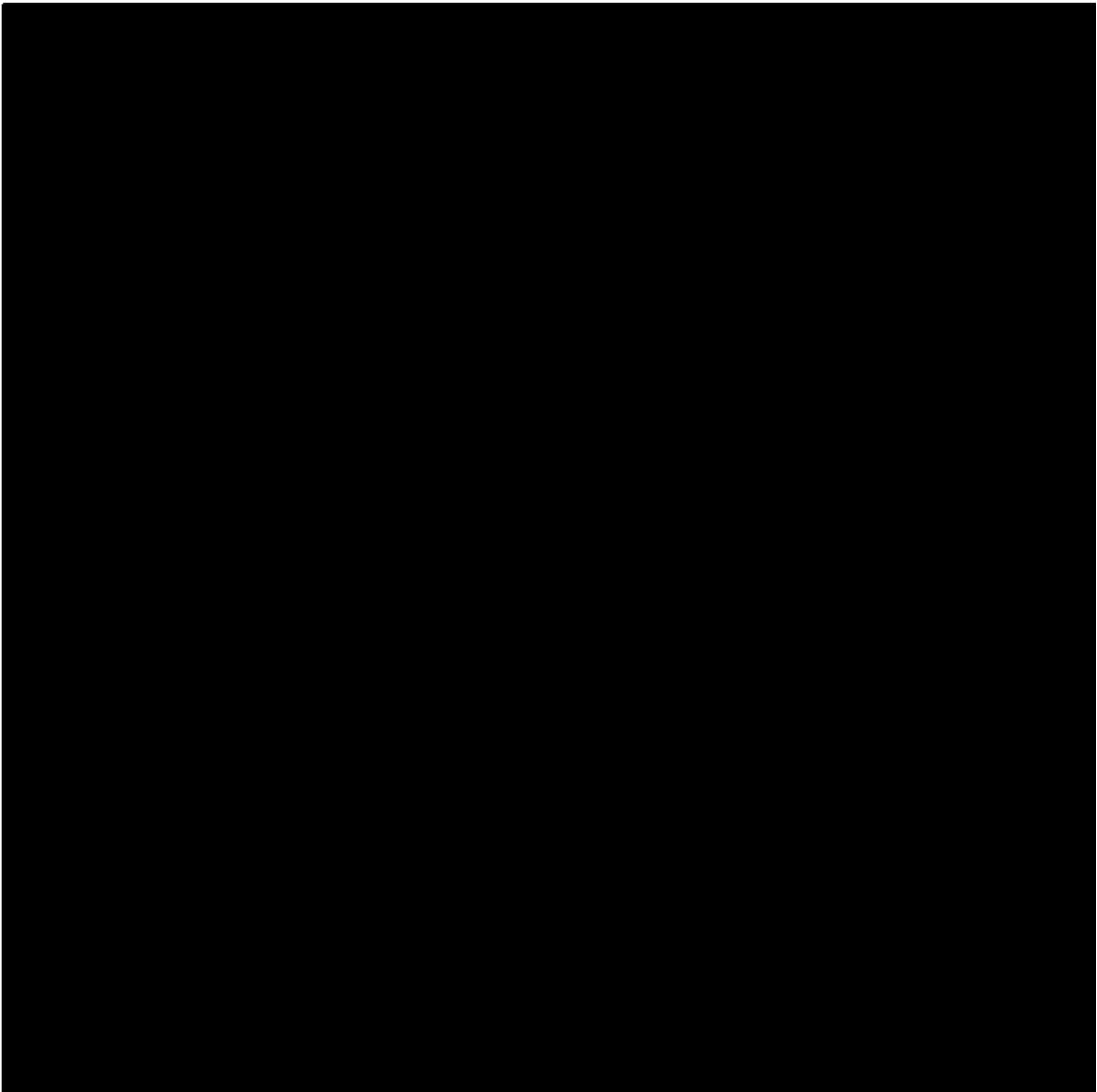
PAGE 553 OF 597



LIN ENGINEERING, LTD.
Consulting Engineers

PAUL B. LIN, P. E., S.E.

Project Manager

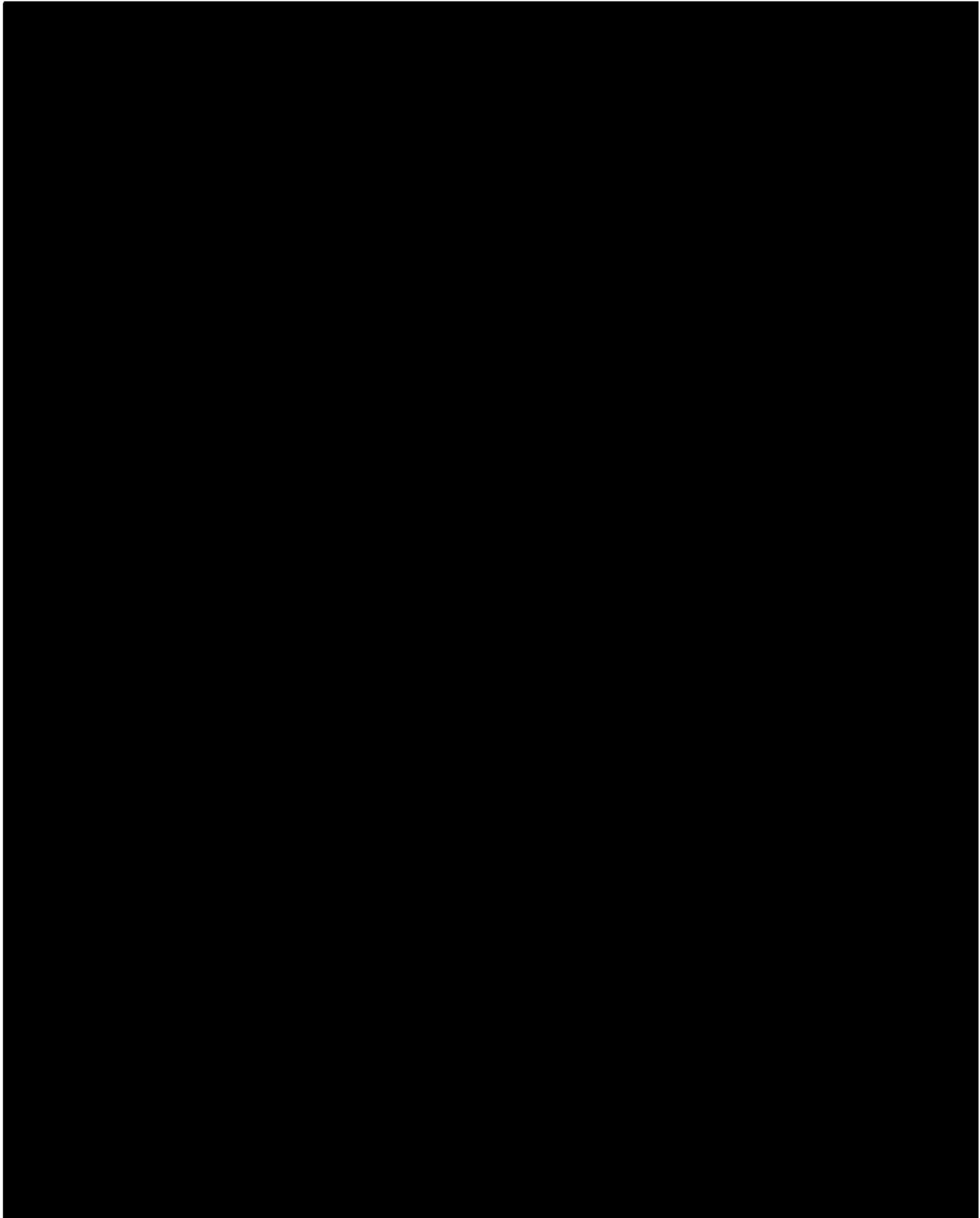




LIN ENGINEERING, LTD.
Consulting Engineers

GEORGE L. WOODS, P.L.S.

Professional Land Surveyor





LIN ENGINEERING, LTD.
Consulting Engineers

GEORGE L. WOODS, P.L.S.

Professional Land Surveyor

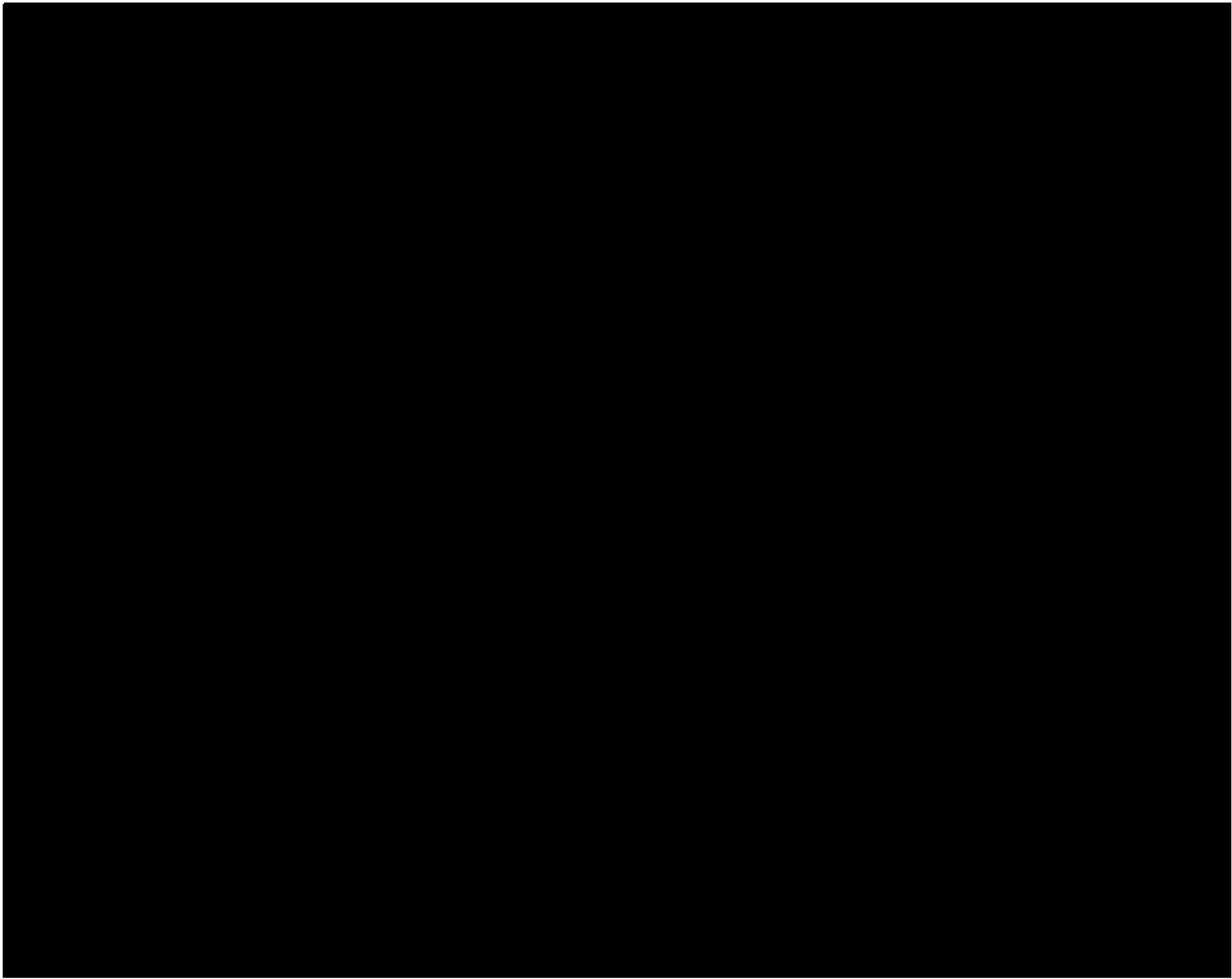


EXHIBIT "1"
PAGE 556 OF 591

EXHIBIT F
I-11-4018
SCOPE OF SERVICES

SCOPE OF SURVEY

Provide surveying services to establish horizontal and vertical control for the I-90 corridor for a project length of approximately 25 miles, from approximate Mile Post 53.8 to Mile Post 78.8.

The ISTHA CORS STATION COORDINATE SYSTEM will be used to establish horizontal coordinates on approximately 150 monuments (Iron pins with cap) to be set for use by future DSE consultants. Control points are proposed to be spaced approximately 2000 feet on both sides of I-90.

Vertical control will be established using NGS monuments with NAVD88 vertical datum. Benchmarks will be set at approximate 1000 feet intervals outside of the outside shoulders of I-90 on both sides. A digital (electronic) level will be used to establish elevations of the benchmarks. Approximately 250 benchmarks as well as the control points will be described and elevated.

Establish (GPS) Horizontal control

Set, cross-tie and establish horizontal coordinates on approximately 150 monuments. Monuments to be double occupied with GPS.

Field work	35 days * 4 people * 10 hours	1400 MH
Office Computations and Evaluation		80 MH

Establish Vertical Control

Field Work	25 days * 4 people * 10 hours/day	1000 MH
Office Computations and Evaluation		80 MH

SUB-TOTAL: 2560 MH

QA/QC	102 MH
ADMINISTRATION	133 MH

TOTAL: 2795 MH

Detailed Breakdown of Direct Costs

<u>Mileage</u>	
12 round trips * 465 miles/trip * \$0.51/mile	\$ 2,845.80
60 days * 200 miles/day * \$0.51/mile * 2 vehicles	\$ 12,240.00
<u>Lodging</u>	
48 nights * 2 men * \$65.00/night	\$ 6,240.00
<u>Per Diem</u>	
60 days * 2 men * \$28.00	\$ 3,360.00
<u>CADD Hours</u>	
160 hrs. x \$13/hr.	\$ 2,080.00
<u>Copies</u>	\$ 19.60
Total =	\$ 26,785.40

EXHIBIT G

CURRENT OBLIGATIONS FOR PROJECTS

Lin Engineering, Ltd.

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
City of Chicago Wacker Drive Reconstruction	Phase II Engineering; Roadway reconstruction Subconsultant	\$895,000	\$102,000	Sep 2012
IDOT; US Route 51 Corridor	Phase I Engineering; New Construction Subconsultant	\$1,002,000	\$452,000	Aug 2017
IDOT; FAP Route 315	Phase I Engineering; Roadway reconstruction Subconsultant	\$287,000	\$212,000	Feb 2015
IDOT; FAP Route 331	Phase I Engineering; Roadway reconstruction Subconsultant	\$277,000	\$68,000	Jul 2014
IDOT; IL Route 22	Phase III Engineering; Roadway reconstruction Subconsultant	\$236,000	\$149,000	Dec 2012
IDOT; FAI Route 55	Phase I Engineering; Roadway reconstruction Subconsultant	\$379,000	\$104,000	Oct 2019
IDOT; FAP Route 595	Phase III Engineering; Roadway reconstruction Subconsultant	\$350,000	\$300,000	Jun 2015
IDOT; IL Route 129	Phase I Engineering; Roadway reconstruction Subconsultant	\$363,000	\$170,000	Oct 2017
IDOT; FAP Route 372/373	Phase III Engineering; Roadway reconstruction Subconsultant	\$50,000	\$27,000	Jun 2013
TOTAL		\$3,839,000	\$1,584,000	

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

<p>1</p> <table border="0"> <tr><td>Direct Labor</td><td>\$ -</td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor	\$ -	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -	<p>6</p> <table border="0"> <tr><td>Direct Labor</td><td>\$ -</td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor	\$ -	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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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):

EXHIBIT "1"
PAGE 559 OF 597

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 **	\$	-
	Total this Subconsultant (ULC)	\$	-

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Transmart Exhibits

EXHIBIT "1"
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**Subcontractor/Consultant Financial Disclosure Form
Compliance Document To Version 12/1/2011**

Illinois Tollway Contract Number: I-11-4018
Subcontractor (Consultant) Firm Name: TranSmart Technologies, Inc.
Prime Contractor (Consultant) Firm Name: V3 Companies

Pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code, the information in this document is required.

The following additional Sections are to be completed and submitted in compliance with the Illinois Procurement Code (Refer to Sections 1 through 3 previously submitted with Version 12/1/2011):

Section 4: Debarment/Legal Proceeding Disclosure (All Vendors must complete this section).

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

Debarment from contracting with any governmental entity	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Professional licensure discipline	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Bankruptcies	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Adverse civil judgments and administrative findings	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Criminal felony convictions	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

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 5: 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 6: Representative Lobbyist/Other Agent (All Vendors must complete this section).

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act 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):

No

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 pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This Disclosure information is submitted on behalf of: TranSmart Technologies, Inc.

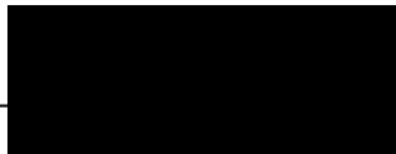
(Vendor/Subcontractor Name)

Name of Authorized Representative: Jing Connie Li

Title of Authorized Representative: President

Signature of Authorized Representative: _____

Date: 05/02/2012



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"
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RETURN WITH SUBCONTRACT

Tollway Contract Number: I-11-4018
Subcontractor (Consultant) Firm Name: TranSmart Technologies, Inc.
Prime Contractor (Consultant) Firm Name: Alfred Benesch & Company

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.

RETURN WITH SUBCONTRACT

(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.

EXHIBIT "3"
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RETURN WITH SUBCONTRACT

Tollway Contract Number: I-11-4018
Subcontractor (Consultant) Firm Name: TranSmart Technologies, Inc.
Prime Contractor (Consultant) Firm Name: Alfred Benesch & Company

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:

EXHIBIT "1"

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RETURN WITH SUBCONTRACT

- 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)

TranSmart Technologies, Inc.

Signature _____

Printed Name Jing (Connie) Li

Title President & CEO Date 2/29/2012

Address 2802 Coho Street, Suite 102

Madison, WI 53711

EXHIBIT "1"

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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: TranSmart Technologies, Inc.

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

Name of any Parent Organization: N/A

EXHIBIT "1"
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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:

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"
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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.

EXHIBIT "1"

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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: Jing (Connie) Li

Address: [REDACTED]

[REDACTED] g. [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"
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RETURN WITH SUB-CONTRACT

- (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 "1"

PAGE 514 OF 597

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: TranSmart Technologies, Inc.

(Name of Vendor)

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

Name (printed) Jing (Connie) Li

Title President & CEO

Signature



Date 2/29/2012

EXHIBIT "1"
PAGE 575 OF 597

Project Number: I-11-4018

Consultant: TranSmart Technologies, 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	
ITS Coordination						14	36	36	36	36	35	32	225
FO Coordination						12	28	28	28	28	28	24	176
Construction Staging						8	8	8	8	8	8	8	56
TOTALS						34	72	72	72	72	71	64	457

- 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 04/09/12

EXHIBIT "1"
 PAGE 576 OF 597

Project Number: I-11-4018

Consultant: TranSmart Technologies, 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	
ITS Coordination	32	24	24	24	16	16							136
FO Coordination	24	20	20	20	16	7							107
Construction Staging	8	8	8	8	6	5							43
TOTALS	64	52	52	52	38	28							286

- 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 04/09/12

PAGE 511 OF 597
EXHIBIT "1"

Project No. 1-11-4018

Consultant: TranSmart Technologies, Inc.

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: <u>743.00</u> (From Exhibit C-3)	Total Dollars: \$ <u>29,352.00</u> (From Exhibit C-3)
Multiplier to be used on this project: Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)	<u>2.80</u>
DIRECT REGULAR SALARY TIMES MULTIPLIER	\$ <u>82,185.60</u>

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

TOTAL DIRECT COSTS \$ 2,820.00

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) \$ 85,005.60

Date: 4/12/2012

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 Manager	Jing (Connie) Li	66.00	66.00	No
Senior Engineer	Manfred Enburg	56.00	56.00	No
Senior Specialist	Richard Cai	42.00	39.50	No
	Glen Ausse	36.50		
	Wade, Charles	40.00		
ITS/Traffic Engineer	Emily Silverson	35.50	33.87	No
	Bridget Barrett	35.36		
	Johnson, Seth	30.75		
Project Engineer/Design	Kathryn Kuecker	27.00	30.71	No
	Lee Coonen	31.50		
	Sue LeBrun	32.75		
	Joe Gruber	31.60		
Project Assistant/Planner	Scott Silverson	34.85	25.65	No
	Rich Kedzior	24.00		
	Joel Brown	22.50		
	Wayne Carter	21.25		
Engineering Technician	Sean Enburg	21.50	19.80	No
	Allen Nyberg	15.00		
	Don Schultz	24.80		
	Jesse Ballard	17.90		

Project No.: I-11-4018

Consultant: TranSmart Technologies, Inc.

Date: 4/12/2012

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 13 NO. OF MONTHS
SCHEDULED START DATE: 6/1/2012
RAISE DATE: 1/1/2013
PERCENT OF RAISE: 3%

ESCALATION PER YEAR

Date	-	Date	Date	-	Date	Date	-	Date	Date	-	Date	Date
6/1/2012	-	12/31/2012	1/1/2013	-	6/30/2013		-			-		
7.0			6.0									
13.0			13.0			13.0			13.0			13.0
53.85%			47.54%									
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: 101.38%

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate	\$ 45.00	X	0	\$	-
	Includes Tolls		No. of Days		

Mileage	\$ 0.510	X	4,000	\$	2,040.00
	Mileage Rate		No. of Miles		

(Use mileage rate found at:

<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>

TOTAL VEHICLE REIMBURSEMENT	\$	2,040.00
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B. ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here:

\$	780.00
-----------	---------------

http://www.illinoistollway.com/documents/10157/36206/LG_TOL_LWAY_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

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 Premium portion
Overtime	Actual Cost
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) \$45/day (Maximum)
DAILY RATE ONLY 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-11-4018

Consultant: TranSmart Technologies, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Manfred Enburg

Classification: Senior Engineer

Project Manager: Charles Wade

Classification: Senior Specialist

Project Engineer: Glen Ausse

Classification: Senior Specialist

Resident Engineer: Seth Johnson

Classification: ITS/Traffic Engineer

Documentation Engineer: Bridget Barrett

Classification: ITS/Traffic Engineer

Project Civil Engineer: _____

Classification: _____

Project Structural Engineer: _____

Classification: _____

Project Drainage Engineer: _____

Classification: _____

Senior Engineer: _____

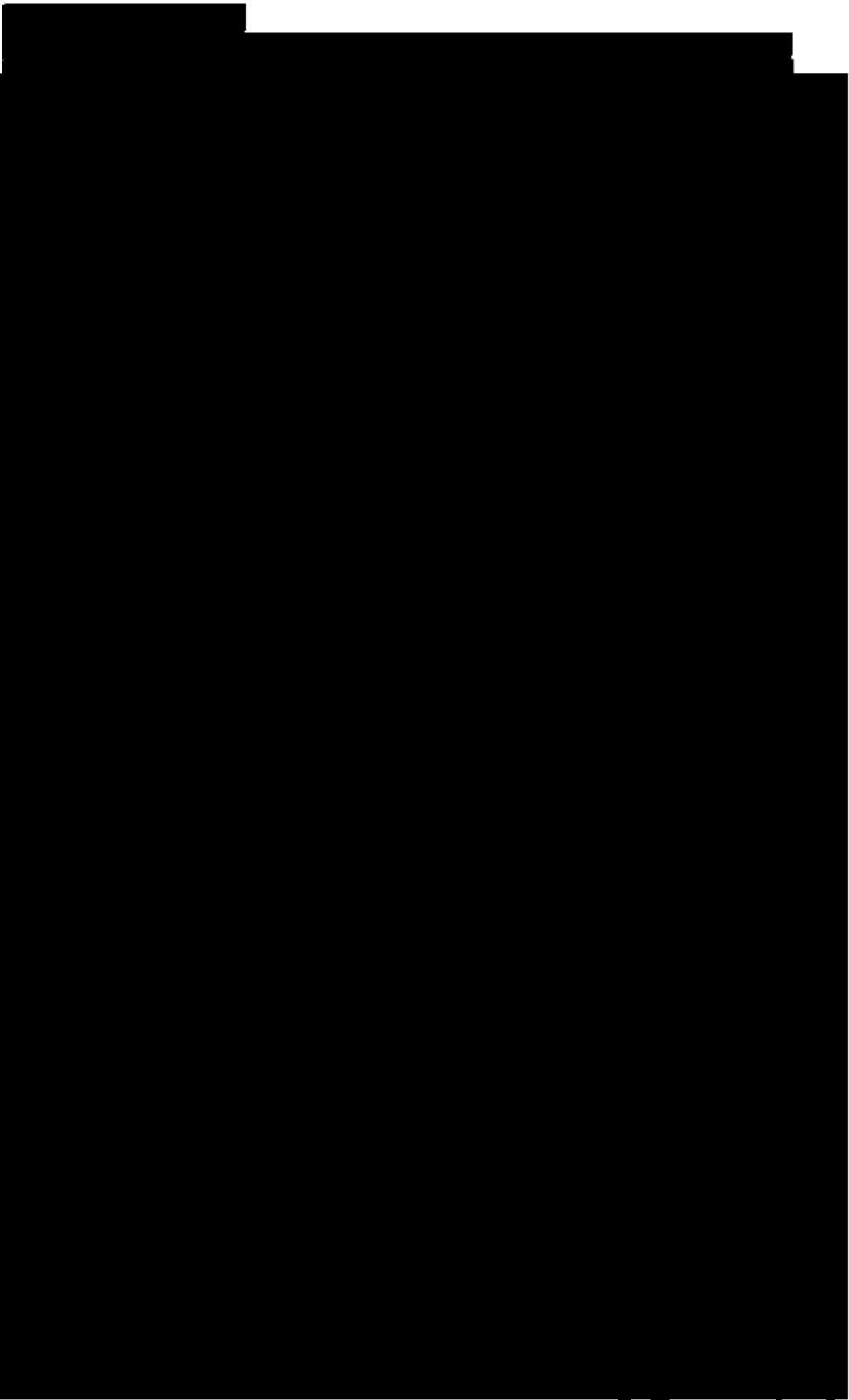
Classification: _____

Others: _____

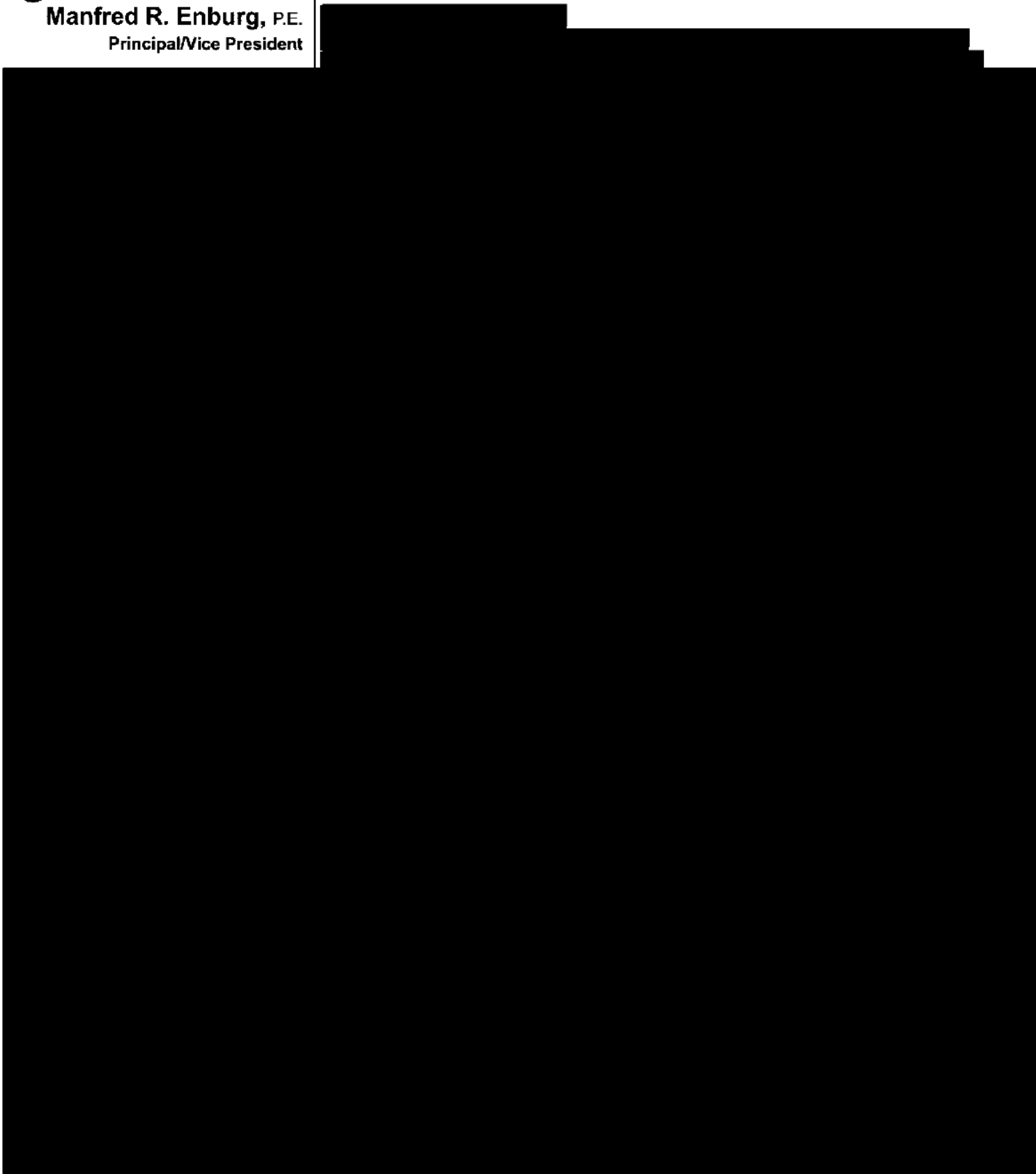
List all key personnel titles that are applicable to this project.

Attach resumes of all key personnel

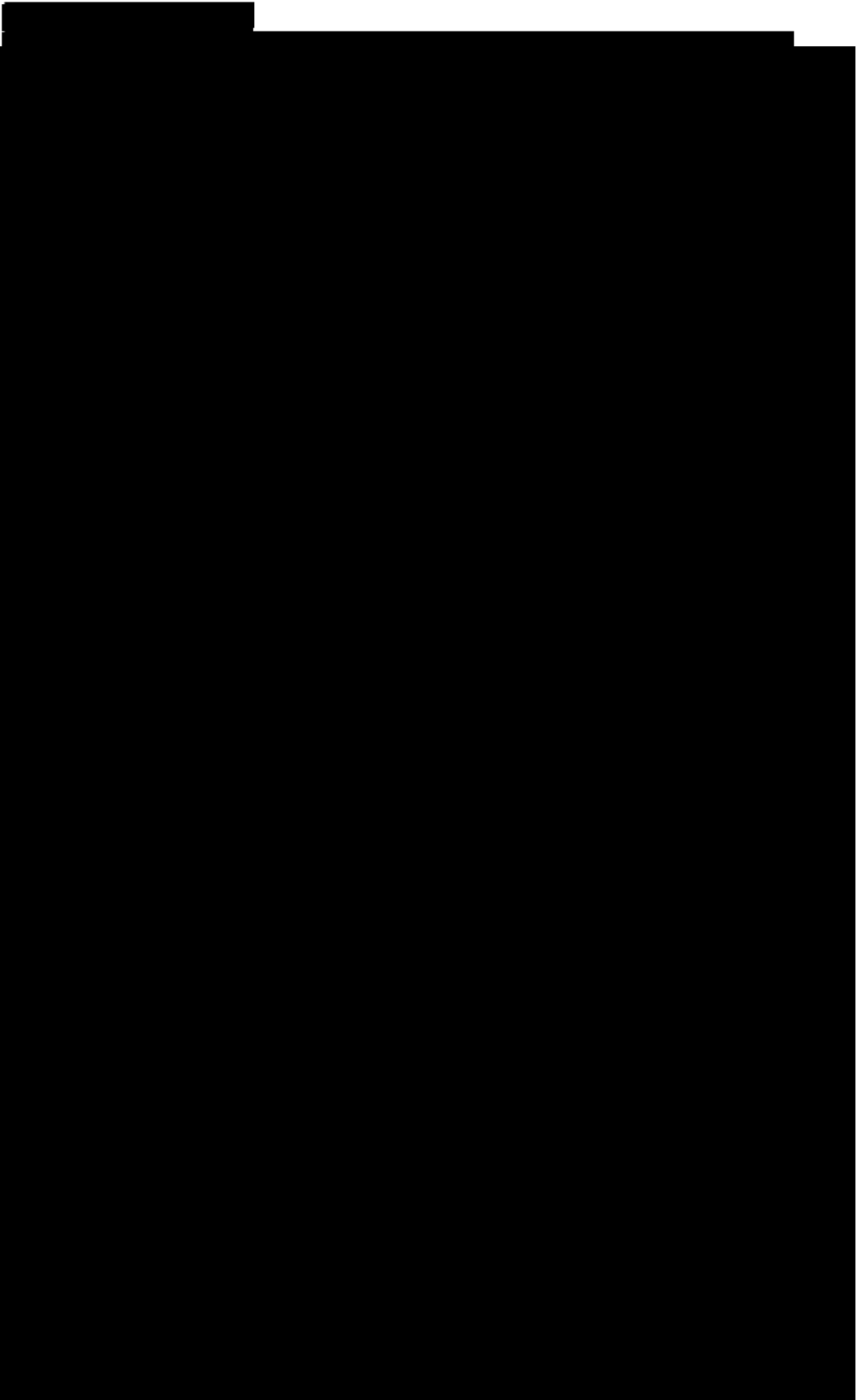
Manfred R. Enburg, P.E.
Principal/Vice President



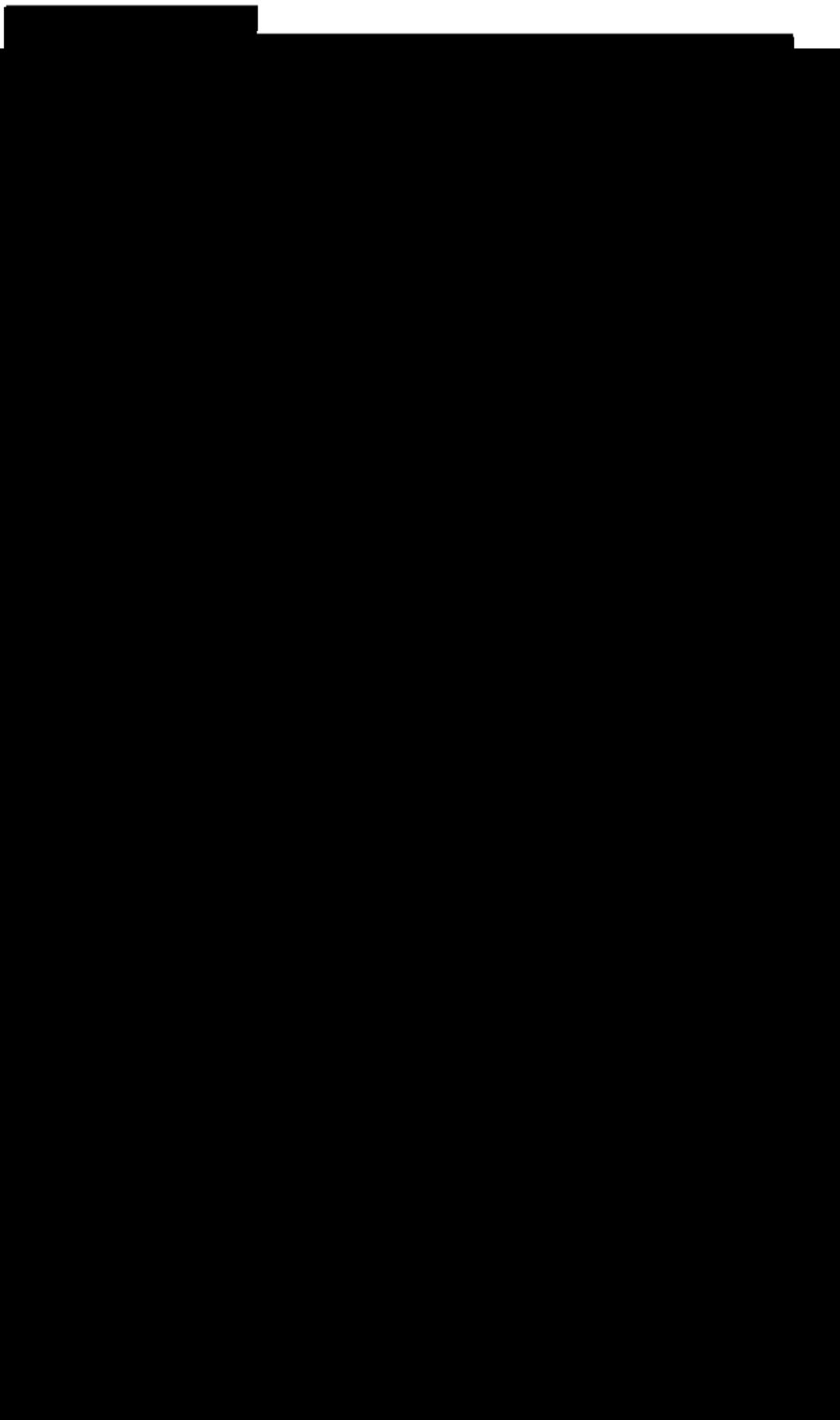
Manfred R. Enburg, P.E.
Principal/Vice President



Charles J. Wade, AICP



Glen S. Ausse, G.I.S.P.



TranSmart

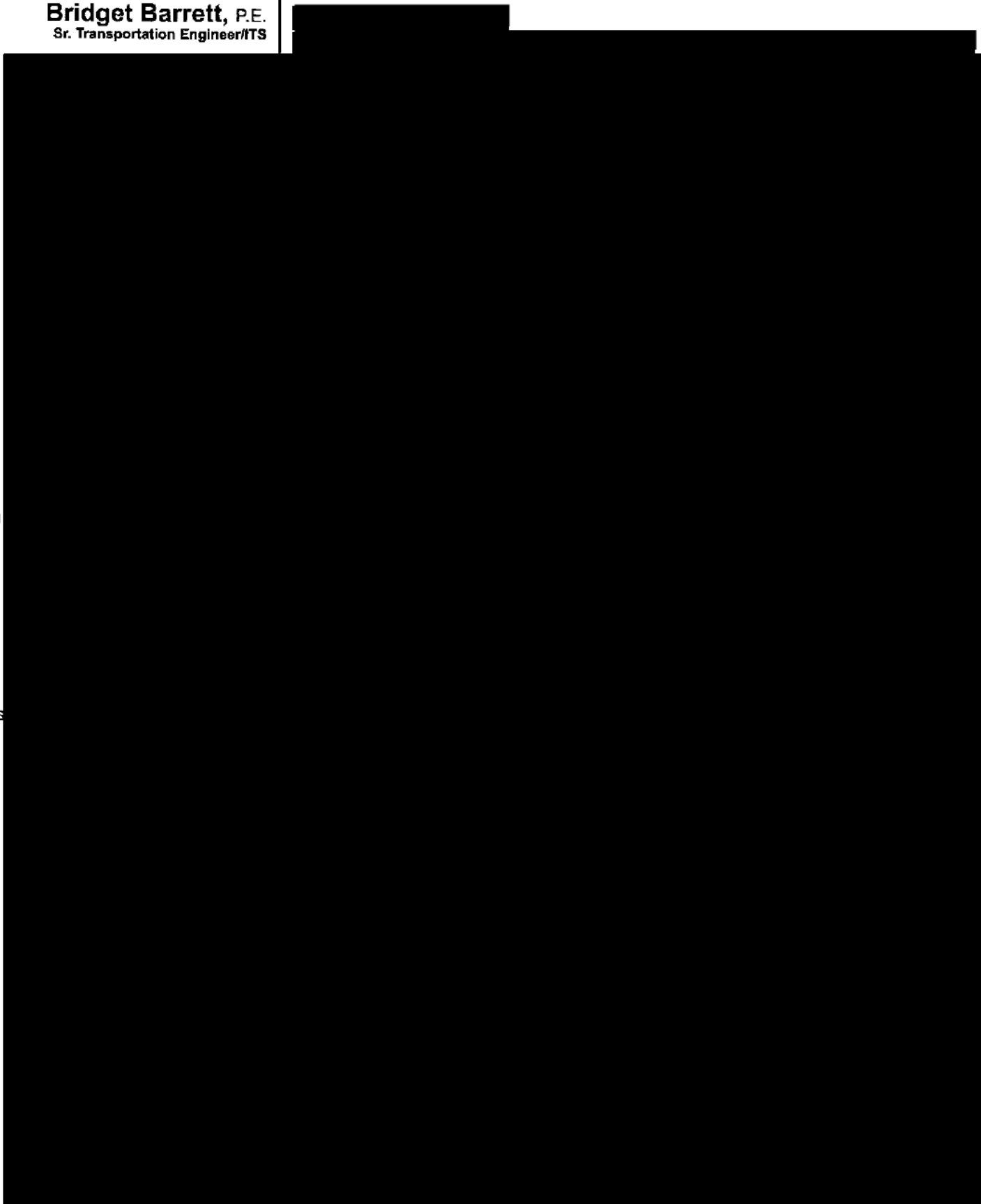
• Engineers • Planners • Specialists

Seth Johnson, P.E.
Sr. Transportation Engineer

[REDACTED]

[REDACTED]

Bridget Barrett, P.E.
Sr. Transportation Engineer/ITS



d

Ins

EXHIBIT F
SCOPE OF SERVICES

TranSmart Technologies, Inc.
Contract No. I-11-4018

As part of Design Corridor Management (DCM), TranSmart will perform the following engineering services within the I-90 corridor between M.P. 78.8 (Kennedy Expressway) and M.P. 53.8 (Elgin Plaza):

1. Coordinate the design of ITS improvements related to CCTV, RTMS, DMS, WIM and queue monitoring between DSE consultants within the I-90 corridor.
2. Coordinate the design of Fiber Optic (FO) modifications and improvements between DSE consultants within the I-90 corridor.
3. Coordinate the functionality of ITS facilities and the fiber optic mainline and the design of temporary measures needed to maintain operations during each stage of mainline reconstruction between DSE consultants within the I-90 corridor.

EXHIBIT G

CURRENT OBLIGATIONS FOR PROJECT

TranSmart Technologies

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-05-9850	Provide support to the Illinois Tollway on ITS related projects	\$309,107.44	\$111,183.00	12/2013
RR-03-5142	Design Section engineer's service 6th supplemental	\$38,500.50	\$35,392.59	10/2012
I-11-5644	I-90 Infrastructure Management	\$78,500.41	\$77,806.81	4/2013

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	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 30%; text-align: right;">-</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
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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 04/09/12

EXHIBIT "1"

596 597

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 **				
	Total this Subconsultant (ULC)		\$	-	

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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