

2/28/13

6.3/8

RESOLUTION NO. 19897

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority ("Tollway") to obtain Corridor Construction Management Services associated with the construction of the Elgin O'Hare Western Access (EOWA) and Construction Management Services for the construction of the I-290 / IL Route 53 Ramps on the Elgin O'Hare Western Access, Contract No. I-12-4082. V3 Companies of Illinois, Ltd. / T.Y. Lin International, Inc., Joint Venture, has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$30,108,000.00. 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 V3 Companies of Illinois, Ltd. / T.Y. Lin International, Inc., Joint Venture, to obtain Corridor Construction Management Services and Construction Management Services, Contract No. I-12-4082, with an upper limit of compensation not to exceed \$30,108,000.00, 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





*The Illinois Tollway
2700 Ogden Avenue
Downers Grove, Illinois 60515-1703
Phone: 630/241-6800
Fax: 630/241-6100
TTY: 630/241-6898*

April 4, 2013

Mr. Louis J. Gallucci
Executive Vice President
V3 Companies of Illinois, Ltd. /
TY Lin International Great Lakes, Inc.
a Joint Venture
7325 Janes Avenue
Woodridge, IL 60517

Re: Contract I-12-4082
Construction Management Services for
Elgin O'Hare Western Access
Corridor and Construction Management
I-290/IL Route 53 Ramps

NOTICE TO PROCEED

Dear Mr. Gallucci:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated January 25, 2013, for Construction Management Services for Contract I-12-4082. You are hereby authorized to commence with the work as of April 4, 2013, 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.

Additionally, an initial Work Force and Rate Revision (WFRR) worksheet shall be submitted whose effective date coordinates with the Notice to Proceed date. The coordinating Certified Payroll shall have a processing date that falls after the effective date of the WFRR (within three weeks of the WFRR). The original WFRR is to be sent to the Tollway Document Control Manager via e-mail or US Mail, a **COPY** is to be included with the initial Certified Payroll. Direct Labor invoicing will be reviewed based upon your initial WFRR submittal.

This contract is subject to the Procurement Reform Bill commonly known as SB 51 (P.A. 96-0795 P.A. 96-0920 and subsequently P.A. 97-0895). The bill requires the General Contractor awarded a Tollway contract to submit certification/disclosure forms from subcontractors of **all** tiers whose contract value exceeds \$50,000. If you have not already submitted the required documentation, the subcontractor forms must be submitted within **15 days** from this Notice-to-Proceed date or after execution of the sub-contract, whichever is later.


Contract I-12-4082
Notice to Proceed
Page 2 of 2

Upon request, a copy of the sub-contract agreement must be submitted within fifteen (15) days after execution of the contract, or after execution of the sub-contract, whichever is later, for those sub-contracts with an annual value of more than \$50,000. For submittal instructions, please refer to the Illinois Tollway website, www.illinoistollway.com, under Doing Business: Engineering & Construction – see “Joint Resources”, click on Procurement Reform Bill.

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

Please contact Manar Nashif at 630-241-6800 extension 3841 for further information.

Sincerely,



Paul D. Kovacs, P.E.
Chief Engineer

PDK: cmh

cc:	Greg Stukel	John Donato	Lane Closures	Elvia Nava
	Manar Nashif	Linda Davis-Adams	Patricia Mathez	
	Gloria Zimmer	Maria Limonciello	Marilyn Kossmann	
	Victoria Santiago	Sue Biggs	TY Lin International Great Lakes, Inc.	

File: 03.4082.16.05 LT_Tollway_PDK_V3_TYLin_4082_NTP_04042013

2.1. Agency's Submission of Draft Solicitation Document to SPO

APO Signature verifying submission	Stella Banak <small>Digitally signed by Stella Banak DN: cn=Stella Banak, o=STPA, ou=Engineering, email=stbanak@stpa.com, c=US Date: 2012.10.30 18:45:21 -0500</small>	Date	October 30, 2012
SPO Signature verifying receipt		Date	
SPO Signature denying approval		Date	

SPO's Comments/Recommendations regarding Approval/Disapproval of Draft Solicitation

Published on 10/30/12 but SPOD not ready that day.

Addendum No. 1 - issue date 11/13/2012 Published by V. Santiago

2.2. Agency's Re-Submission if Necessary

APO Signature verifying re-submission	Stella Banak <small>Digitally signed by Stella Banak DN: cn=Stella Banak, o=STPA, ou=Engineering, email=stbanak@stpa.com, c=US Date: 2012.11.13 15:59:45 -0500</small>	Date	November 13, 2012
SPO Signature verifying receipt	Victoria Santiago <small>Digitally signed by Victoria Santiago DN: cn=Victoria Santiago, o=Chief Procurement Office, ou=State of Illinois, email=victoria.santiago@illinois.gov, c=US Date: 2012.11.14 14:02:18 -0600</small>	Date	November 13, 2012

2.3. SPO's Publishing of Solicitation on Illinois Procurement Bulletin

SPO Signature approving Draft Solicitation	Kellye K. Jackson <small>Digitally signed by Kellye K. Jackson DN: cn=Kellye K. Jackson, ou=Executive Ethics Commission, ou=CFO-General Services, email=kellye.k.jackson@illinois.gov, c=US Date: 2012.11.01 14:03:25 -0500</small>	Date	October 30, 2012
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Date Published	October 30, 2012	Date Opening	November 19, 2012
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3.1. Agency's Creation of Notice of Award in Illinois Procurement Bulletin

Notice Type	<input type="text" value="Contract Award Notice"/>	Date Created	<input type="text" value="February 28, 2013"/>
APO Signature verifying submission	<input type="text" value="stella banak"/> <small>Digitally signed by stella banak DN: cn=stella banak, o=STPA, ou=ENG, email=stellan@ipb.state.il.us, c=US Date: 2013.02.28 12:49:57 -0600</small>	Date	<input type="text" value="February 28, 2013"/>
SPO Signature verifying receipt	<input type="text"/>	Date	<input type="text"/>
SPO Signature denying approval	<input type="text" value="Kellye K. Jackson"/> <small>Digitally signed by Kellye K. Jackson DN: cn=Kellye K. Jackson, o=Executive Ethics Commission, ou=CPO-General Services, email=kellye.jay@illinois.gov, c=US Date: 2013.03.07 12:13:40 -0600</small>	Date	<input type="text" value="March 7, 2013"/>

(APO shall attach additional documentation that assists the SPO in this determination)

SPO's Comments/Recommendations regarding Approval/Disapproval of Draft Notice

February Board Award; V3 Companies / TY Lin International - disclosures approved 2/25/13. Please amend notice so the the awardee is only listed on the vendor tab not on the list of vendors not chosen too. thanks also mark the priority as high so I can see this one at the top of my list tomorrow. 3-7-13-deniedkkj.Edited the IPB Page removing V3 Companies/TY Lin International.

3.2. Agency's Re-Submission if Necessary

APO Signature verifying re-submission	<input type="text" value="Sharon Ferguson"/> <small>Digitally signed by Sharon Ferguson DN: cn=Sharon Ferguson, ou=Illinois, ou=Procurement Services, email=sharon@ipb.state.il.us, c=US Date: 2013.03.07 14:33:01 -0600</small>	Date	<input type="text" value="March 7, 2013"/>
SPO Signature verifying receipt	<input type="text"/>	Date	<input type="text"/>

3.3. SPO's Publishing of Intent to Award on Illinois Procurement Bulletin

SPO's Signature approving Draft Notice	<input type="text" value="Kellye K. Jackson"/> <small>Digitally signed by Kellye K. Jackson DN: cn=Kellye K. Jackson, ou=Executive Ethics Commission, ou=CPO-General Services, email=kellye.jay@illinois.gov, c=US Date: 2013.03.08 10:49:06 -0600</small>	Date	<input type="text" value="March 8, 2013"/>
Date Published	<input type="text" value="March 8, 2013"/>	Date Closing	<input type="text" value="March 25, 2013"/>

3.4. SPO's Reasons for Contract Award Decision

The SPO sets forth the reasoning for the contract award decision by checking the appropriate box below.

- The rationale described by the purchasing agency in the recommendation to award and executive summary seems reasonable, and serves as the basis for the contract decision.
- The contract was procured through the Invitation for Bid process, and the contract has been awarded to the lowest priced responsive and responsible bidder.
- The contract is an amendment germane to the original contract, reasonable in size and scope, and in the best interest of the State. The award decision is based on the purchasing agency's justification presented in their request for amendment.
- The contract is a renewal in accordance with the terms of the existing contract. The award decision is based on justification presented by the purchasing agency in their request for renewal.
- Other (Description here)

4.1. Agency's Provision of Contract to SPO

Contract Number I-12-4082

APO Signature verifying submission stella banak Date March 28, 2013

SPO Signature verifying receipt Date

SPO Signature denying approval Date

SPO's Comments/Recommendations regarding Approval/Disapproval of Contract:

February Board Award; Prime: V3 Companies/T.Y. Lin (JV)

4.2. Agency's Re-Submission if Necessary

APO Signature verifying re-submission Date

SPO Signature verifying receipt Date

4.3. SPO's Approval for Contract Execution


SPO's Signature approving Contract Victoria Santiago Date March 28, 2013

Date the SPO signs the Contract Date

The Illinois State Toll Highway Authority

TO: Kristi Lafleur
Executive Director

DATE: March 29, 2013

FROM: Paul D. Kovacs, P.E. 
Chief Engineer

SUBJECT: **Request for Contract Execution**
V3 Companies of Illinois, Ltd. /
T.Y. Lin International Great Lakes, Inc. a Joint Venture
Contract I-12-4082

Transmitted herewith for your review and signature are two (2) duplicate copies of the **V3 Companies of Illinois, Ltd. / T.Y. Lin International Great Lakes, Inc. a Joint Venture** professional services agreement. The agreement signature pages, requiring your signature, have been marked with plastic tabs. **Authorization of this contract is requested by 4/1/2013, so that the Notice to Proceed may be issued.**

Following is a summary of this contract:

Contract Number:	I-12-4082
Phase:	Construction Manager
Consultant:	V3 Companies of Illinois, Ltd. / T.Y. Lin International Great Lakes, Inc. a Joint Venture
Contract Description:	Elgin O'Hare Western Access, Corridor and Construction Management, I-290 / IL Route 53 Ramps
Board Approval:	February 28, 2013
Resolution Number:	19897
Anticipated Start Date:	March 1, 2013

The executed agreements are to be returned to Jim Larucci once complete. If you have any questions regarding this transmittal or require additional information please contact Stella Banak, extension 3987.

PDK:sfb
/Attachments



Contract: I-12-4082

PSB: 12-5, Item 6

**Consultant: V3 Companies of Illinois, Ltd./
TY Lin International Great Lakes, Inc., JV**

PM: M. Nashif

Reviewer: E. Nava

Review Date: 3/11/2013

Resolution:	Ok
Agreements	Ok
Proposal	Ok
Certifications (PRIME only)	Ok
Delinquent Debt	Ok
DBE Compliance:	Ok
Certificate of Good Standing:	Ok
Certificate of Insurance:	Ok
State Board of Elections (Cert. of Registration)	Ok
Waiver Approval	Ok

Exhibits A-H

Final Review

All exhibits for all of the consultants have been reviewed and are in compliance.



Professional Services Contract Tracking Sheet

DBE Commitment: 20.01 % DBE Assigned: [REDACTED] Outstanding: None

Contract Information

Contract #	I-12-4082	PSB Number	12-5
Contract Description	EOWA - Corridor/ CM Svcs	Begin/End Date	
Consultant	V3/T.Y. Lin JV	Board Date	2-28-2013
Phase	Inspection	Project Manager	M. Nashif
Original Award Amount	\$26,653,062	Current Authorized Amount	\$26,653,062
DBE Advertised Goal	20.00 %	Paid To Date	\$0 0.00 %
DBE Commitment	20.01 %	DBE Paid To Date	\$0 0.00 %
Fron-End Waiver	N/A	Back-End Waiver	N/A

Costs	Date Initiated	Authorized Amount	Prime	Sub	DBE	DBE %	Adj. State
Original Authorized	-	\$26,653,062.00	\$0.00	\$26,653,062.00	\$5,332,954.40	20.01 %	-
Total Authorized Amount		\$26,653,062.00	\$0.00	\$26,653,062.00	\$5,332,954.40		

Original Authorized:	\$26,653,062.00	Current Contingency: <i>Original Contingency</i> \$3,454,938.00 <i>Additional Approved Contingency</i> \$0.00 <i>Additional Pending Contingency</i> \$0.00 <i>Approved Contingency Release</i> \$0.00 <i>Pending Contingency Release</i> \$0.00
Approved Amendments:	\$0.00	
Pending Amendments:	\$0.00	
Current Contingency:	\$3,454,938.00	
Current Upper Limit (ULC):	\$30,108,000.00	
Current Authorized:	\$26,653,062.00	

Original Agreement	Protégé	DBE	Assign %	DBE %	Assign Amt	DBE	Expr.
Prime - V3/T.Y. Lin JV - (Ethnicity Unknown, Gender Unknown)							
Managing Partner - V3 Companies Of Illinois Ltd. - (Ethnicity Unknown, Male)	No	No	40.50 %		\$10,795,563.60	\$0.00	n/a
Partner - T.Y. Lin International Great Lakes, Inc. - (Ethnicity Unknown, Male)	No	No	39.49 %		\$10,524,544.00	\$0.00	n/a
Sub - AAA Engineering - (Ethnicity Unknown, Gender Unknown)	No	Yes	3.99 %	3.99 %	\$1,062,537.00	\$1,062,537.00	n/a
Sub - Interra Inc. - D/MBE (Asian Pacific, Male)	No	Yes	3.03 %	3.03 %	\$808,111.00	\$808,111.00	6/1/14
Sub - Metro Strategies, Inc. - D/WBE (Caucasian, Female)	No	Yes	1.02 %	1.02 %	\$272,196.70	\$272,196.70	4/1/16
Sub - R & G Engineering, LLC - D/MBE (Hispanic, Male)	No	Yes	11.97 %	11.97 %	\$3,190,109.70	\$3,190,109.70	12/1/16
			100.00 %	20.01 %	\$26,653,062.00	\$5,332,954.40	

2/7/13 Earned to Date:	% Auth	Authorized	Earned	% Earned
V3/T.Y. Lin JV (Prime)				
V3 Companies Of Illinois Ltd.	40.50 %	\$10,795,563.60	\$0.00	0.0 %
T.Y. Lin International Great Lakes, Inc.	39.49 %	\$10,524,544.00	\$0.00	0.0 %
AAA Engineering	3.99 %	\$1,062,537.00	\$0.00	0.0 %
interra Inc.	3.03 %	\$808,111.00	\$0.00	0.0 %
Metro Strategies, Inc.	1.02 %	\$272,196.70	\$0.00	0.0 %
R & G Engineering, LLC	11.97 %	\$3,190,109.70	\$0.00	0.0 %
	100.00 %	\$26,653,062.00	\$0.00	0.0 %

1/3

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OFFSET CONTRACT INQUIRY

15:20 01/25/13

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 01/25/13 AT 15:20 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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FEIN

I-12-9002

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JESSE WHITE
SECRETARY OF STATE



CORPORATION FILE DETAIL REPORT

Entity Name	V3 COMPANIES OF ILLINOIS LTD.	File Number	53203787
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	09/13/1983	State	ILLINOIS
Agent Name	JOHN M WIORA	Agent Change Date	07/31/2008
Agent Street Address	7325 JANES AVE	President Name & Address	ROBIN L PETRELINE 32 WINDSOR DR ELMHURST 60126
Agent City	WOODRIDGE	Secretary Name & Address	LOUIS J GALLUCCI 3736 SUNBURST LN NAPERVILLE IL 60564
Agent Zip	60517	Duration Date	PERPETUAL
Annual Report Filing Date	09/06/2012	For Year	2012
Assumed Name	ACTIVE - V3 CONSULTANTS INACTIVE - V3 INFRASTRUCTURE SERVICES, LTD. ACTIVE - V3 COMPANIES OF ILLINOIS		
Old Corp Name	09/16/1998 - SDI CONSULTANTS, LTD. 12/18/2000 - SDI CONSULTANTS, LTD. OF ILLINOIS 02/17/2005 - V3 CONSULTANTS, LTD. OF ILLINOIS		

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T.Y. Lin

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OFFSET CONTRACT INQUIRY

15:20 01/25/13

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 01/25/13 AT 15:21 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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I-12-4082

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CORPORATION FILE DETAIL REPORT

Entity Name	T.Y. LIN INTERNATIONAL GREAT LAKES INC.	File Number	53267416
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	11/14/1983	State	ILLINOIS
Agent Name	C T CORPORATION SYSTEM	Agent Change Date	01/07/2002
Agent Street Address	208 SO LASALLE ST, SUITE 814	President Name & Address	ALVARO J PIEDRAHITA 2 HARRISON#500 SAN FRANCISCO CA 94105
Agent City	CHICAGO	Secretary Name & Address	ROBERT A PETERSON 14390 W WYCOMBE CT GREEN OAKS 60048
Agent Zip	60604	Duration Date	PERPETUAL
Annual Report Filing Date	10/31/2012	For Year	2012
Old Corp Name	12/11/1992 - BASCOR, INC. 03/14/2001 - T.Y. LIN INTERNATIONAL BASCOR INC.		

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AAA

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11:16 01/28/13

ACTION: S

VENDOR NUMBER=



OFFSET: 00 OF 00

VENDOR NAME:

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

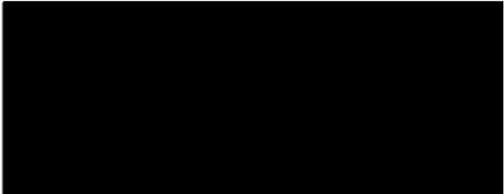
DISCLAIMER:

AS OF 01/28/13 AT 11:16 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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FEIN



J-12-4082



JESSE WHITE
SECRETARY OF STATE



CORPORATION FILE DETAIL REPORT

Entity Name	AAA ENGINEERING, LTD.	File Number	66588467
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	08/28/2009	State	ILLINOIS
Agent Name	ELISHA M PRERO	Agent Change Date	08/28/2009
Agent Street Address	8424 SKOKIE BLVD 200	President Name & Address	RACHEL C. BORENSTEIN 5940 W TOUHY AVE NILES IL 60714
Agent City	SKOKIE	Secretary Name & Address	RACHEL C. BORENSTEIN SAME
Agent Zip	60077	Duration Date	PERPETUAL
Annual Report Filing Date	07/03/2012	For Year	2012

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Interna

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OFFSET CONTRACT INQUIRY

11:18 01/28/13

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 01/28/13 AT 11:19 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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I-12-4082

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CORPORATION FILE DETAIL REPORT

Entity Name	INTERRA, INC.	File Number	58776459
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	03/25/1996	State	ILLINOIS
Agent Name	CYNTHIA A MANESTAR	Agent Change Date	12/17/2007
Agent Street Address	7220 W 194TH ST #106	President Name & Address	SANJEEV BANDI 600 TERRITORIAL DR #G BOLINGBROOK, IL 60440
Agent City	TINLEY PARK	Secretary Name & Address	SANJEEV BANDI SAME
Agent Zip	60487	Duration Date	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	2013
Old Corp Name	03/16/2012 - GREAT LAKES SOIL & ENVIRONMENTAL CONSULTANTS INC.		

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VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 01/28/13 AT 11:17 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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FEIN [REDACTED]

I-12-4082



CORPORATION FILE DETAIL REPORT

Entity Name	METRO STRATEGIES, INCORPORATED	File Number	63932892
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	12/29/2004	State	ILLINOIS
Agent Name	KARYN M ROMANO	Agent Change Date	08/16/2011
Agent Street Address	526 CRESCENT BLVD STE 310	President Name & Address	KARYN ROMANO 647 EUCLID AVENUE GLEN ELLYN IL 60137
Agent City	GLEN ELLYN	Secretary Name & Address	SAME
Agent Zip	60137	Duration Date	PERPETUAL
Annual Report Filing Date	12/21/2012	For Year	2012

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CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

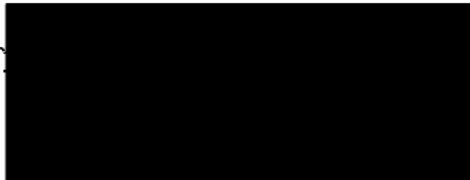
DISCLAIMER:

AS OF 01/28/13 AT 11:17 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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I - 12-4082



JESSE WHITE
SECRETARY OF STATE



LLC FILE DETAIL REPORT

Entity Name	R & G ENGINEERING, LLC	File Number	01401491
Status	ACTIVE	On	12/07/2012
Entity Type	LLC	Type of LLC	Domestic
File Date	01/24/2005	Jurisdiction	IL
Agent Name	RICHARD A RIVERA	Agent Change Date	10/04/2012
Agent Street Address	2150 S CANALPORT AVE #4A-1	Principal Office	2150 S. CANALPORT AVE/STE 4A-1 CHICAGO, IL 60608
Agent City	CHICAGO	Management Type	MBR View
Agent Zip	60608	Duration	12/31/2099
Annual Report Filing Date	12/07/2012	For Year	2013
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

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CONSTRUCTION MANAGER
JOINT VENTURE AGREEMENT

The Board of Directors, on the 28th day of **February, 2013**, authorized this AGREEMENT to be entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and comprised of **V3 COMPANIES OF ILLINOIS, LTD. / T.Y. LIN INTERNATIONAL GREAT LAKES, INC.**, a Joint Venture authorized and existing within the laws of the State of Illinois, hereinafter referred to as "CONSTRUCTION MANAGER".

W I T N E S S E T H:

WHEREAS, the CONSTRUCTION MANAGER has submitted a proposal dated **January 25, 2013**, to provide CONSTRUCTION MANAGEMENT services for Contract No. **I-12-4082 for Elgin O'Hare Western Access, Corridor and Construction Management, I-290 / IL Route 53 Ramps**; and

WHEREAS, CONSTRUCTION MANAGER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 12-5, Item 6**, 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 CONSTRUCTION MANAGER shall perform all construction management services for Contract No. **I-12-4082 for Elgin O'Hare Western Access, Corridor and Construction Management, I-290 / IL Route 53 Ramps**, in accordance with the requirements and terms of this Agreement and the proposal from the CONSTRUCTION MANAGER of **January 25, 2013**, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the term or terms of this Agreement shall govern and prevail.

B. All services performed by CONSTRUCTION MANAGER shall be performed according to the professional standards and in accordance with the Construction Manager's Manual, March 2012 and as revised thereafter.

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

D. The CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or March 1, 2013** and ending **April 30, 2020**, in accordance with the schedule included in the attached proposal. Should circumstances arise, the Chief Engineer of the TOLLWAY may, at his discretion and with consent of the CONSTRUCTION MANAGER, renew this contract for two additional one year terms or one additional two year term, as agreed upon by the Parties.

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

ARTICLE III

Compensation

The CONSTRUCTION MANAGER shall perform all engineering construction management services as required herein, and the TOLLWAY shall pay the CONSTRUCTION MANAGER as compensation therefor, the CONSTRUCTION MANAGER'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 **Thirty Million, One Hundred Eight Thousand Dollars and No Cents (\$30,108,000.00)**. If, in the opinion of the CONSTRUCTION MANAGER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the CONSTRUCTION MANAGER shall promptly notify the Chief Engineer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineer. The CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER shall not be entitled to additional compensation due to errors in estimating the time, costs or expertise required to complete this construction management project.

ARTICLE V

Compliance with State and Other Laws

The CONSTRUCTION MANAGER specifically agrees that in the performance of the services herein enumerated, the CONSTRUCTION MANAGER, its associates, subcontractors, agents and employees will comply with 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. ***V3 Companies of Illinois, Ltd. / TY Lin International Great Lakes, Inc., a Joint Venture***, consents to the exclusive jurisdiction and venue of the courts located in DuPage County, State of Illinois.

Confidentiality

CONSTRUCTION MANAGER, including its agents and subconsultants, to this AGREEMENT may have or gain access to confidential data or information owned or maintained by the TOLLWAY in the course of carrying out its responsibilities under this AGREEMENT. The CONSTRUCTION MANAGER shall presume all information received from the TOLLWAY or to which it gains access pursuant to this AGREEMENT is confidential. No confidential data collected, maintained, or used in the course of CONSTRUCTION MANAGER's performance of this contract shall be disseminated except

as authorized by law and with the written consent of the TOLLWAY, either during the period of the AGREEMENT or thereafter. The CONSTRUCTION MANAGER must return any and all data collected, maintained, created or used in the course of the performance of the AGREEMENT, in whatever form it is maintained, promptly at the end of the AGREEMENT, or earlier at the request of the TOLLWAY, or notify the TOLLWAY in writing of its destruction with prior TOLLWAY approval only.

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

ARTICLE VI

Responsibility for Injuries and Damages

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

The firms comprising the CONSTRUCTION MANAGER and 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 CONSTRUCTION MANAGER agrees to procure and maintain during the entire term of this contract and any extensions thereto, at its own expense and without additional expense to the TOLLWAY, adequate insurance for claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the CONSTRUCTION MANAGER, his agents, representatives, employees or

subcontractors. Work shall not commence until all insurance required by this section has been obtained and acceptable documentation provided to the TOLLWAY. Acceptable insurance companies shall be authorized or approved to transact business under the laws of the State of Illinois, shall be rated by A.M. Best and Company with a financial strength rating of "A-" or better and a financial size category of not less than "VII".

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

- a. Worker's Compensation Insurance as required by state statute, and Employer's Liability insurance covering all the CONSTRUCTION MANAGER's employees acting within the course and scope of their employment.
- b. Commercial General Liability Insurance written on Insurance Services Office (ISO) occurrence form CG 00 01 10/03 or equivalent, covering premises operations, independent contractors, blanket contractual liability, and personal injury with minimum limits of \$1,000,000.00 (One Millions Dollars) each occurrence and \$2,000,000.00 (Two Million Dollars) annual general aggregate.

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

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

CONSTRUCTION MANAGER agrees 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 Statute. Each member of the CONSTRUCTION MANAGER agrees that it 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 CONSTRUCTION MANAGER. The Illinois State Toll Highway Authority shall be named an "additional insured" for the commercial general liability and automobile liability coverage. These policies shall be primary for the additional insured and not contributing with any other insurance or similar protection available to the additional insured. Copies of the applicable "additional insured" endorsements will be provided to the TOLLWAY with the insurance documentation.

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

ARTICLE 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 CONSTRUCTION MANAGER shall be responsible for any loss or damage to the documents herein enumerated while they are in its possession, and any such documents shall be restored at its expense. Full access to the 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER to abide by the terms and conditions set forth in this paragraph.

ARTICLE IX

Financial Statement

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

ARTICLE X

Successors and Assigns

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

ARTICLE XI

Subcontractors

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

ARTICLE XII

Suspension

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

ARTICLE 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 CONSTRUCTION MANAGER. Upon termination and within ten (10) days of said termination, the CONSTRUCTION MANAGER shall prepare a detailed Progress Report, including information as to all the work performed by the CONSTRUCTION MANAGER and the status of the work as of the date of the termination, and provide any and all other information and documents developed under the terms of this Agreement as requested by the Chief Engineer of the TOLLWAY. The TOLLWAY will review the Progress Report and determine the percentage of the work required to be performed under this Agreement that has been completed by the CONSTRUCTION MANAGER. At the request and direction of the Chief Engineer of the TOLLWAY, the CONSTRUCTION MANAGER shall, within ten

(10) days after the date of termination, furnish to the TOLLWAY marked up full size prints entitled "Record Plans", including specifications with all contract revisions or modifications to date indicated thereon, in accordance with the requirements of the Construction Manager's Manual, March 2012 and as revised thereafter.

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

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

- a. Actual payroll cost for 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 CONSTRUCTION MANAGER fails to meet any of its contractual obligations, as set forth in this Agreement due to any of the herein stated conditions for termination of cause, then the TOLLWAY, at its option, may consider the Agreement as cancelled effective upon the delivery of written Notice of Termination for Cause to the CONSTRUCTION MANAGER, and the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER, or at the option of the TOLLWAY the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER, if any. In addition to any difference in cost for services incurred by the TOLLWAY, the CONSTRUCTION MANAGER shall reimburse the

TOLLWAY for any costs, fees, or expenses, including administrative, engineering and legal expenses incurred by the TOLLWAY due to the failure of the CONSTRUCTION MANAGER to meet such obligations. The foregoing costs, fees and expenses, may, at the direction of the TOLLWAY, be deducted from any sums remaining due for services properly performed prior to the effective date of the cancellation and termination.

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

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

3. Upon termination for cause and within ten (10) days of such notice, the CONSTRUCTION MANAGER shall prepare a detailed Progress Report, including information as to all the work performed by the CONSTRUCTION MANAGER and the status of the work as of the date of the termination, and provide any and all other information and documents requested by the Chief Engineer of the TOLLWAY. The TOLLWAY will review the Progress Report and determine the percentage of services that have been performed under this Agreement by the CONSTRUCTION MANAGER. In the case of a dispute between the TOLLWAY and the CONSTRUCTION MANAGER, the decision of the Chief Engineer shall be final. At the request and direction of the Chief Engineer of the TOLLWAY, the CONSTRUCTION MANAGER shall, within ten (10) days after the date of termination, furnish the TOLLWAY with marked up full size prints entitled "Record Plans", including specifications with all contract revisions or modifications made up to the termination date indicated thereon, in accordance with the requirements of the Construction Manager's Manual, March 2012 and as revised thereafter.

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

ARTICLE XV

Record Retention and Audit

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

The CONSTRUCTION MANAGER shall maintain in the State of Illinois, for a minimum of five years from the latter of the date of completion of the CONTRACT or the date of final payment under the CONTRACT, adequate books, records, and supporting documents from an accounting system maintained in accordance with generally accepted accounting principles to verify the amounts, recipients, uses and methods of all disbursements of funds passing in conjunction with the CONTRACT. The five year record maintenance period shall be extended for the duration of any audit in progress at the time of that period's expiration. The CONSTRUCTION MANAGER shall at its own expense make such records available in a timely manner for inspection and audit (including copies and extracts of records) as required by the Auditor General and other State Auditors, Chief Procurement Officer, the Illinois Department of Transportation, and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents at all reasonable times and without prior notice. For purposes of this section, "timeliness" will be considered production within the time period specified by the Auditor General and other State Auditors, Chief

Procurement Officer, the Illinois Department of Transportation and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents, but no later than thirty days after a request for records being made unless otherwise agreed to by the parties. The CONSTRUCTION MANAGER agrees to cooperate fully with any audit conducted by the Auditor General and other State Auditors, Chief Procurement Officer, the Illinois Department of Transportation and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents, and to provide full access to all relevant materials. The auditors reserve the right to enter the CONSTRUCTION MANAGER's place of business in order to audit the records. If they are not produced in a timely manner by the CONSTRUCTION MANAGER, then the CONSTRUCTION MANAGER shall reimburse the TOLLWAY or other State agency for the travel expenses of its auditors in the event that this right is invoked.

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

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

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

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

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

ARTICLE XVI

Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the CONSTRUCTION MANAGER at **V3 Companies of Illinois, Ltd., Managing JV Partner, 7325 Janes Avenue, Woodridge, Illinois, 60517**, 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 CONSTRUCTION MANAGER'S QA/QC PLAN for this PROJECT must be presented by the CONSTRUCTION MANAGER fourteen (14) days after receiving the signed contract. After acceptance by the TOLLWAY, the CONSTRUCTION MANAGER must adhere to this QA/QC Plan and will be required to periodically confirm, in writing, that they have complied with the approved plan. The statement of compliance must be submitted to the TOLLWAY Project Manager with each monthly progress report.

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

ARTICLE XVIII

Miscellaneous

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

ARTICLE 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.

ARTICLE XX

Engineer Selection Process

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

ARTICLE XXI

Report of a Change in Circumstances

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

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

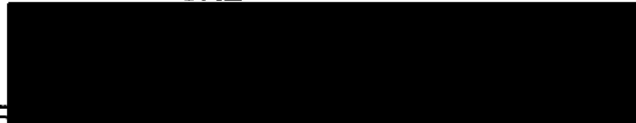
Finally, the CONSTRUCTION MANAGER acknowledges and agrees that the failure of the CONSTRUCTION MANAGER to comply with this reporting requirement shall constitute a material breach of contract which may result in this contract being declared void.

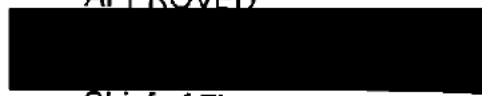
IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT I-12-4082 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY


V3 COMPANIES OF ILLINOIS, LTD.
/ T.Y. LIN INTERNATIONAL, INC., A
JOINT VENTURE


Chair/Executive Director-Signature Date 4/4/13
Paula Wolff/Kristi Lafleur



President-Signature Date 2/11/2013
V3 Companies of Illinois, Ltd.
Robin L. Petroelje
Printed Name as Signed Above


APPROVED:

Chief of Finance - Signature Date 3/28/13
Michael Colsch


President-Signature Date 2/13/13
T.Y. Lin International, Inc.

APPROVED:

General Counsel - Signature Date 3/25/13
David Goldberg

Heather Gaffney
Printed Name as Signed Above

ATTEST:

Secretary - Signature Date 2/11/2013 (Seal)
Louis J. Gallucci
Printed Name as Signed Above

Approved as to Constitutionality

Attorney General, State of Illinois - Robert Lane - Signature Date 3-22-2013

CONSTRUCTION MANAGER PROPOSAL

FOR CONTRACT NUMBER I-12-4082

This proposal, dated January 25, 2013, is submitted by

V3 Companies of Illinois, Ltd. /TY Lin International Great Lakes, Inc., JV of
(Firm Name)

Woodridge, Illinois Construction Manager's Service.
(City & State)

LOCATION OF CONSTRUCTION SECTION

The location of the construction contract I-12-4082 for which we
propose to provide Construction Manager Services is from

US Route 20 to IL Route 83 on the Elgin O'Hare Western Access
Tollway(s), in Cook and DuPage County (Counties), Illinois.

SCOPE OF CONSTRUCTION MANAGER SERVICES

Construction Manager Services following selection from PSB 12-05 will be provided for all items of work included in the Contract Requirements for the above Construction Contract and will conform with the Illinois State Toll Highway Authority's *Construction Manager's Manual*, dated March 2012 (and as revised), and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY" current practices. These services shall include the responsibility for administration of the referenced Construction Contract in accordance with the applicable Construction Manager's Manual; manage the work as required by the Contract Documents; responsible for all on-site and off-site material testing; document all activities pertaining to the execution of the work; prepare all reports, payment estimates and other required documents; submit a "Record Drawing" set of plans; submit all project records, documents and the project close-out records properly indexed and cross-referenced in a manner which can be easily reviewed by the TOLLWAY at the same time the final pay estimate is submitted; and carry out the policies of the TOLLWAY.

FEE PROPOSAL

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

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

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

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

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

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

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

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

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

A "normal work week" can be negotiated up to 45 hours per week. Overtime (straight time) for salaried positions cannot be invoiced beyond the number of hours in the "normal work week"

unless pre-approved in writing by the project manager. These positions will be determined during negotiations of the contract or as the salaried position is added to the project.

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

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

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

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

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

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

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

The CONSTRUCTION MANAGER understands that the contract is between the TOLLWAY and the CONSTRUCTION MANAGER. The CONSTRUCTION MANAGER is responsible for

monitoring and managing the work and budget of all subconsultants.

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

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the CONSTRUCTION MANAGER, for all costs, shall be \$ 30,108,000.00 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all Construction Management services for all items of work included in the Scope of Construction Manager Services (Exhibit F). If potential additional services have been identified in the scope of work (Exhibit F), it is understood that these services may not be requested by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the CONSTRUCTION MANAGER, Exhibits A-H must be submitted by the CONSTRUCTION MANAGER for TOLLWAY approval prior to commencement of the work.

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

This request shall include the following:

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

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

The CONSTRUCTION MANAGER shall be compensated based on the information provided

in this proposal recognizing the fact that actual construction may extend beyond the schedule provided in Exhibit A.

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

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

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

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

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

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

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

INVOICES for services performed and expenses incurred through December 31st must be submitted to the TOLLWAY no later than February 28th of the subsequent year. The CONSTRUCTION MANAGER expressly acknowledges that the TOLLWAY, at its discretion, reserves the right not to honor any delinquent INVOICE if the CONSTRUCTION MANAGER

fails to obtain prior written approval from the Chief Engineer for an alternative INVOICE submission date. CONSTRUCTION MANAGER will request such approval or an INVOICE submittal extension no later than February 15th.

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

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

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

Any audit adjustment will be submitted on a final invoice for any underpayment or overpayment to the CONSTRUCTION MANAGER or its subcontractors. The CONSTRUCTION MANAGER shall promptly reimburse the TOLLWAY for any overpayment, or the TOLLWAY at its option may deduct any overpayment from any funds due the

CONSTRUCTION MANAGER, whether those funds are due under this contract or other contracts to which the CONSTRUCTION MANAGER is a party either directly with the TOLLWAY or as a subcontractor. In the event the CONSTRUCTION MANAGER fails or refuses to reimburse the TOLLWAY for an overpayment, the CONSTRUCTION MANAGER shall be responsible for all costs, including attorney fees, incurred by the TOLLWAY to collect such overpayment.

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

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

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

THIS PROPOSAL FOR CONSTRUCTION MANAGER SERVICES FOR

CONTRACT NUMBER I-12-4082

SUBMITTED BY:

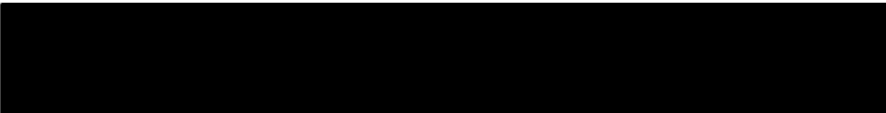
FIRM NAME: V3 Companies of Illinois, Ltd. /TY Lin International Great Lakes, Inc., JV

ADDRESS: 7325 Janes Avenue

CITY, STATE: Woodridge, Illinois

TELEPHONE: 630-724-9200

FACSIMILE: 630-724-9202

SIGNED BY: 

PRINTED NAME: Louis J. Gallucci

TITLE: Executive Vice President

Joint Venture Agreement

This Joint Venture Agreement ("Agreement") is made and entered into this 25th day of January, 2013 by and between V3 Companies of Illinois Ltd. an Illinois corporation and T.Y. Lin International Great Lakes, Inc., a Illinois corporation, hereinafter "V3" and "TYLI" respectively, and individually referred to as Member(s), collectively referred to hereinafter as the "Parties" or "JV" or "Joint Venture"; for the purpose of furnishing Construction Corridor Management and Construction Management services and other related services to the Illinois State Toll Highway Authority hereinafter "Owner" for the PSB #12/5 Item 6: Elgin O'Hare Western Access, 290/53 Ramps and Construction Management Services, hereinafter the "Project."

WHEREAS, the Owner issued a Statement of Interest, hereinafter "SOI for the Corridor Construction Management and Construction Management of Select Contracts and other related services for the Project"; and,

WHEREAS, the Parties have been selected by the Owner and expect to execute a professional services contract hereinafter "Prime Contract" with the Owner for such services; and,

WHEREAS, the Parties hereto agree to associate themselves as a Joint Venture in accordance with the terms set forth below exclusively for the purpose of entering into and performing the services in accordance with the Prime Contract.

NOW, THEREFORE, the Parties hereto agree as follows:

1. The name of this Joint Venture shall be "TYLIV3, a Joint Venture." The Joint Venture Parties will receive full credit for participation in the Project, and all publication credits, etc., will be captioned as described above.
2. Recognizing the complementary capabilities of each Member, this Agreement is entered into to establish the Parties' mutual rights and obligations during the execution of a negotiated scope of services for the Project, so as to provide the Owner with the optimum combination of capabilities to achieve the Project objectives. It is understood that each firm brings the following required IDOT prequalification for the Project:

Special Services (Construction Inspection):	V3 and TYLI
Highway (Freeways):	V3 and TYLI
Structures (Highway Bridges: Complex):	TYLI

3. The principal office of the Joint Venture shall be located at 7325 Janes Avenue, Woodridge, IL 60517.
4. For the purpose of establishing Joint Venture policy and expediting decisions and approvals requiring the joint action of the Member, there is hereby established a Joint Venture Board of Control (hereinafter "Board" or "JV Board") consisting of one representative from each Member. The representatives of the Board shall be authorized to

act for and on behalf of and to bind his/her respective Member. Each member of the Board shall have one (1) vote of equal value. Each Member may designate a different representative to represent it on the Board at any time by written notification to the other Member. Initially, the following individuals are designated to represent each Member on the Board:

V3: Louis J. Gallucci, Executive Vice President, V3 Companies of Illinois Ltd.
TYLI: Heather Gaffney, Senior Vice President, T.Y. Lin International

The Parties agree that Louis J. Gallucci shall act as the Chairman of the Joint Venture Board.

5. The Board shall have the following authority,

A. The Board shall be responsible for the following functions:

1. To formulate and adopt operating procedures for the Joint Venture.
2. To delegate, supervise, manage, direct and control the services and work of the Project Manager.
3. To determine and act on the various matters expressly or implicitly contained in other articles of this agreement, which will require a decision by the Board.
4. To determine and act upon any other matters of joint interest in or requiring joint action by the Parties hereto.
5. To consider and resolve day to day disputes between the Parties.
6. To approve all transactions between the Board and the Parties and to resolve at any time any authority it delegates.
7. To allocate or assign work.
8. To execute subconsulting agreements and subcontract agreements in name of the Joint Venture.
9. To approve the replacement or removal of the JV Administrator or a Member's Project Manager.
10. To execute the Prime Contract with the Owner with terms and conditions acceptable to the JV Parties.
11. To implement any changes, amendments or modifications to the Prime Contract.
12. To allocate or distribute profits or losses.

13. To procure any insurance required from the Joint Venture in addition to the insurance identified in Section 16 of this Agreement.
 14. To require any capital contribution to the Joint Venture.
 15. To approve the replacement of the Chairman of the Board.
6. In the event the Board is unable to reach a unanimous approval with respect to the authorities set forth in Section 5 above or any issue brought before the Board, either Member may submit the issue to the dispute resolution process as set forth in Section 23 of this Agreement.
 7. When not prohibited under the terms of the Prime Contract with the Owner, the Joint Venture shall employ the services of consultants or other subcontracts for such services and such subcontract documents will control all relationships between the Joint Venture and such subcontractors. It is anticipated that each of the Parties will have a subcontract with the JV to perform their respective portion of the services.
 8. Each Member will designate a Project Manager who shall be responsible for the execution of that Member's respective duties under this JV Agreement and that Member's respective duties under its subconsultant agreement with the JV. The Parties initially designate the following individuals as their respective Project Managers:

Peter Stukas	V3
Bruce Bushnell	TYLI

9. Of the Project Managers listed above, the Parties agree to initially appoint Peter Stukas as the JV Administrator. The JV Administrator shall have the general responsibility to supervise, manage, and coordinate the work of all JV subconsultants, and shall receive and issue instructions concerning the overall performance of the JV under the Prime Contract with the Owner. The JV Administrator shall also transmit decisions of the JV Board to the Project Manager for each Member.
10. The respective interests of the Parties in the profits and losses of the JV shall be as follows:

Interest % of JV	
V3:	50%
TYLI:	50%

In the allocation of services under the Prime Contract the Board will strive to allocate services between the parties on a total compensation basis as follows:

Illinois Tollway Contract % Allocation of Services

V3	40.5%
TYLI	39.5%
DBE Subconsultants	20.0%

The Prime Contract requires 20% of the services shall be performed by DBE subconsultants.

11. Unless otherwise stated herein, all decisions of work effort for each Member shall be set forth in the subconsultant agreements between the JV and each Member. The compensation each Member receives from the Owner for this Project shall be determined by the Member's subconsultant agreement with the JV.
12. Working capital shall be furnished by the Members as required to support the activities of the JV. Initially, the Members shall contribute \$1,000 each to be deposited into the JV checking account, which shall be set up in accordance with Section 14 below. Joint Venture expenses shall be limited to subconsultants' costs. No Member is authorized to borrow money in the name of, for, or on behalf of, the Joint Venture, or to pledge the credit of the Joint Venture.
13. Compensation for services of all special consultants and subcontractors (i.e., construction engineering, public involvement, etc.) employed by the Joint Venture, after mutual agreement by the Parties for services during the project, shall be paid by the Joint Venture as an expense to the Project, after payment for such services is received from the Owner.
14. Unless otherwise provided by the Board, the JV Administrator shall designate the bank for the deposit of Joint Venture funds. The accounts to be established with such bank and all monies of the Joint Venture shall be deposited with such bank in such account to the credit of the Joint Venture. Checks may be drawn on said account by the joint signatures of an authorized representative of each Member.
15. Adequate books of account shall be maintained by V3 and either Member may examine such books of account at reasonable times. As monies are received and distributions made, reports shall be made by the JV Administrator to advise each Member of the Member's financial and work progress status. Each Member shall invoice the Joint Venture in accordance with their respective subconsultant agreements with the JV and the JV Administrator shall accumulate such invoices from all subconsultants and invoice the Owner on behalf of the Joint Venture. Copies of the JV invoices sent to the Owner shall be distributed to each Member at the time they are sent to the Owner by the JV Administrator.
16. Each Member will maintain, at its own expense, the insurance coverage as noted in the Prime Contract Article VII Insurance.

- A. Each Member shall be jointly and severally liable to the Owner for any and all damages, injuries and claims, including those arising from the professional acts, errors or omissions resulting from services rendered per the Prime Contract.
 - B. Each Member shall endorse its Professional Liability Insurance Policy to cover its interest in the Joint Venture and each Member agrees to maintain its Professional Liability insurance coverage for a minimum of three (3) years after the completion of the JV's services under the Prime Contract.
 - C. Each Member shall make the other Member, the Joint Venture and the Owner additional insured in their respective General and Automobile Liability Insurance Policies. Further, each Member shall waive its rights of subrogation against the other Member, the Joint Venture and the Owner on their Workman's Compensation and Professional Liability Insurance Policies.
 - D. Certificates of Insurance indicating the above coverage for the Project shall be provided by each Member to the other Member.
 - E. In the event the JV or Owner requires a project policy, the cost of such policy shall be included in the JV's fee in the Prime Contract and shall be paid by the JV after payment by the Owner.
17. The relationship between the Members shall be limited to the performance of this Joint Venture under the terms of this Agreement, which shall be constructed and deemed to be a Joint Venture for the performance only of the obligations of the Parties under this Agreement. Nothing herein contained is intended, nor shall be constructed, to constitute the Parties hereto as general partners, or to constitute either of the Parties the general agent of the other Member, or to limit the Parties in any manner in the conduct of their respective businesses or activities in the making of other engagements or contracts in the performance of other work not related to the proposed Prime Contract with the Owner or work arising from the proposed Prime Contract or to impose any liability upon any of the Parties except that of the performance of the provisions of this Agreement.

No Member hereto shall otherwise sell, assign, or in any other manner transfer its interest or any part thereof in this Joint Venture or in any agreement or contract entered into pursuant hereto without first obtaining the written consent of the other Member.

Subject to the foregoing provisions of this section, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their Executors, Administrators, Heirs, respective successors and assigns.

18. It is hereby agreed that during the term of this Agreement, and for a period of one (1) year following completion of the Project or Projects for which services were provided under this Agreement, neither Member will, individually, collectively or in conjunction with others, employ, hire or otherwise retain the services of any key employee currently

or subsequently employed by the other JV Member, unless there is specific agreement to the contrary by both Parties.

19. Termination.

A. It is specifically agreed that this Joint Venture Agreement extends only to the performance of the subject Prime Contract and, upon its termination or completion, this Joint Venture shall also cease and terminate, or if a Prime Contract is not executed with the Owner under terms and conditions acceptable to the Members, then this Agreement shall cease and terminate. In the event the Joint Venture's services under the Prime Contract are suspended, the Joint Venture shall remain in effect during the period of such suspension.

B. In the event the Owner terminates the Joint Venture, neither Member has recourse to the other Member for any damages.

20. Default. Should a Member, hereinafter the "Defaulting Member", file or fail to discharge, within thirty (30) days, an involuntary petition in bankruptcy or reorganization, make a general assignment to its creditors, become insolvent, default its obligations hereunder, or be terminated at the written request of the Owner, the remaining Member shall do whatever is necessary for the continuance of the work under this Prime Contract, and, if necessary, provide a replacement for the Defaulting Member. After the occurrence of any such event, the administrators, trustees or representatives of the Defaulting Member shall have no right to participate in the administration of the Joint Venture or to any distribution of payments for work done thereafter under the Prime Contract. The Defaulting Member's share of the undistributed payments or profits earned at the time of such default shall be placed in a special account until the completion of the Prime Contract from which there shall be deducted all additional expenses incurred by the remaining Member as a result of such default. In the event of a loss after the completion or termination of the Prime Contract, the Defaulting Member shall be obligated to pay the remaining Member the Defaulting Member's proportionate share if any losses resulting from the performance of the Prime Contract to the date of termination of Defaulting Member. The remaining Member shall be solely entitled to all profits and payments arising from work done after the date of default of the Defaulting Member. In case of default, the Defaulting Member shall immediately turnover to the remaining Member all plans, data, drawings, and other documents and information relating to the Project that are in its possession or control. The books of the Joint Venture shall be conclusive in establishing the financial status of the Joint Venture and the proportionate amount of work done as of any given time or date.

21. Each Member shall assume full responsibility for the work allotted to it in this Agreement and in its subcontract with the JV. If a claim is made against the Joint Venture, on account of the failure of a Member to perform any service it was obligated to perform under this Agreement or under its subconsultant agreement with the Joint Venture, such Member shall be solely responsible for said claim and the other Member shall not be required to contribute to same. The Member that performed the services or was supposed

to perform the services that caused or are alleged to have caused a claim shall indemnify, defend and hold harmless the other Member from and against any such claims.

Review and approval by a Member of the other Member's work shall not relieve that Member's sole responsibility for the work allotted to it. This provision shall survive the termination of this Agreement.

22. Upon the completion or termination of the Prime Contract, or in the event the Joint Venture is dissolved for any reason whatsoever, a full and general accounting of its assets, liabilities and transactions shall at once be taken. Such assets shall be sold and turned into cash as soon as possible and all debts and other amounts due the Joint Venture collected. The proceeds thereof shall be applied as follows:
- A. To discharge the debts and liabilities of the Joint Venture and the expenses of liquidation.
 - B. To pay each Member or its legal representative any interest or profits to which it shall then be entitled.
 - C. To repay to any Member the capital it made available to the JV.
 - D. To divide the surplus (profits), if any, among the Members as set forth in Section 10 of this Agreement.

23. DISPUTE RESOLUTION

- A. Joint Venture Board. The Parties shall endeavor to avoid impasses arising out of or relating to the Prime Contract or this Agreement and agree to approach issues with a spirit of compromise given the objectives of the JV and the relationship between the Parties. The Parties shall attempt in good faith to promptly resolve any controversy or dispute arising out of or relating to the Prime Contract or this Agreement by negotiations between the members of the Board. However, if resolution cannot be reached within (15) days from the date of the dispute, the matter will be referred to the President of each Member as set forth in Section 23.B. Until there is a final resolution the matter, the Parties agree to proceed in accordance with the decision of the JV Board Chairman so as not to affect or threaten the orderly and timely progress work on the Project.
- B. Presidents. Within fifteen (15) days of the dispute being referred to the Presidents, the Parties shall exchange memoranda stating the issues in dispute and their respective positions, summarizing the negotiations which have taken place, and attaching relevant documents. The Presidents shall meet for negotiations within fifteen (15) days of the exchange of such memoranda at a mutually agreed time and place.
- C. Mediation. If the dispute has not been resolved within thirty (30) days of the meeting of the Presidents, the Parties shall attempt in good faith to resolve the controversy or claim by mediation.

- D. Failure to Resolve. If the dispute has not been resolved by mediation within sixty (60) days after the commencement of mediation, either Member may submit the dispute to binding arbitration. The Parties agree to follow the procedures set forth by the American Arbitration Association in effect at the time the dispute is submitted to arbitration.
- E. Extension of Deadlines. All deadlines specified in this Article may be extended by mutual agreement of the Parties.
- F. Exclusive Dispute Resolution. The procedures specified in this Article shall be the sole and exclusive procedures for the resolution of disputes between the Parties arising out of, or relating to, the Prime Contract or this Agreement. In no event shall this Article expand or extend the status of repose or limitation applicable to said disputes or claims.
- G. Owner Disputes. The provisions of this Article do not apply and are not controlling with respect to any disputes between the JV and the Owner. The Prime Contract shall govern resolution of such disputes.

24. Record Retention and Audit. Each Member will bear their own cost and obligation to meet the requirements of ARTICLE XV, Record Retention and Audit of the Prime Contract.

25. NOTICES

- A. Any notice, demand or other communication required hereunder shall be sent by facsimile transmission or by certified mail (return receipt requested) and shall be deemed given on the date on which such notice is received:

For V3: V3 Companies of Illinois Ltd.
7325 Janes Avenue
Woodridge, IL 60517
Or by Facsimile: (630) 724-9202

For TYLI: T. Y. Lin International
200 South Wacker Drive, Suite 1400
Chicago, IL 60606
Or by Facsimile: (312) 705-0305

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and year first hereinabove written.

V3 Companies of Illinois Ltd.

By:



Name: Louis J. Gallucci
Title: Executive Vice President

T.Y. Lin International Great Lakes, Inc.

By:



Name: Heather Gaffney
Title: Senior Vice President

EXHIBIT "1"
PAGE 17 OF 367



ILLINOIS TOLLWAY CONTRACT NO. I-12-4082
CONTRACTOR (CONSULTANT) NAME: V3 Companies of Illinois Ltd.
SUB CONTRACTOR (CONSULTANT) NAME: _____

1. PAYMENT TERMS AND CONDITIONS:

- 1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 1.2 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
 - 1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.

1.6.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

2. **ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.
3. **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. If required, Vendor shall provide to the State a copy of all such subcontracts within 15 days after execution of the subcontract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
4. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.
5. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
6. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

7. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
8. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
9. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
10. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
11. **INSURANCE:** Vendor shall, at all time during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation

Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

12. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
13. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
14. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
15. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
16. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).
17. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
18. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
19. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

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

25. REPORTING, STATUS AND MONITORING SPECIFICATIONS:

- 25.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
- 25.2 By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.

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

**STATE OF ILLINOIS
DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN**

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:

- 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
- 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.

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:

Click here to enter text.

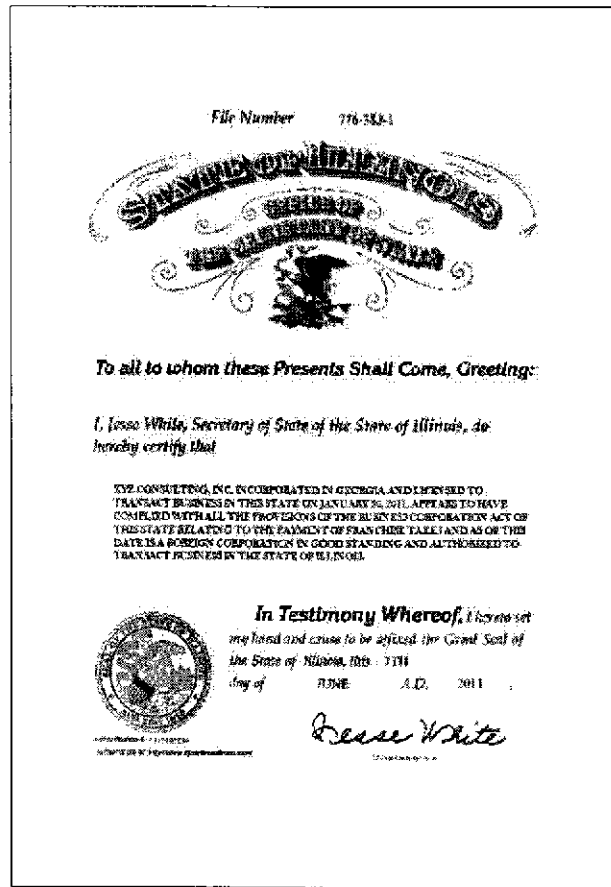
STATE OF ILLINOIS

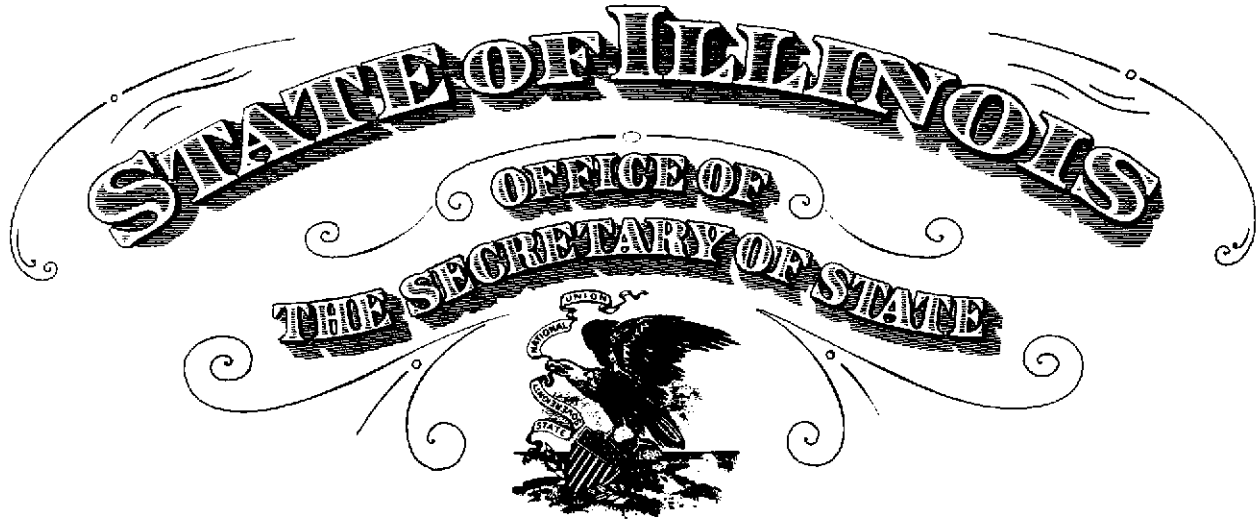
EVIDENCE OF AUTHORIZATION TO DO OR TRANSACT BUSINESS IN ILLINOIS

ATTACHMENT AA

A "Responsible" Vendor must exist as a legal entity and must be authorized to do business in Illinois at the time a bid or offer is submitted for a State contract. For information on registering to conduct business in Illinois, please contact the Illinois Secretary of State's Department of Business Services. (http://cyberdriveillinois.com/departments/business_services/home.html). If you believe your company is not required to register to do business in Illinois, please include a detailed explanation of the legal basis for such conclusion. Failure to timely register or provide a legally sufficient justification for not registering may deem your bid non-responsive

EXAMPLE: SECRETARY OF STATE CERTIFICATE OF GOOD STANDING





To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

V3 COMPANIES OF ILLINOIS LTD., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON SEPTEMBER 13, 1983, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



Authentication #: 1213000688

Authenticate at: <http://www.cyberdriveillinois.com>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 9TH day of MAY A.D. 2012 .

Jesse White

SECRETARY OF STATE

STATE OF ILLINOIS

ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

ATTACHMENT BB

1. If Vendor 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), it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one prior to the Offer opening date. 775 ILCS 5/2-101. If the Agency/University cannot confirm compliance, it will not be able to consider a Vendor's 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 fewer 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).

IDHR Public Contracts Number: 130376 Expiration Date: 6/22/14

2. If a number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: [Click here to enter text.](#)
3. Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility. 44 Ill. Adm. Code 750.210(a).
4. 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 900000-00-0.
5. If Vendor's organization holds an expired number, it must re-register with the Department of Human Rights.
6. Vendor may obtain an application form by:
- 6.1. Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).
- 6.2. Internet: Download the form from the Internet at (www.state.il.us/cms). In the Selling to Illinois area section.

Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

STATE OF ILLINOIS


SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

ATTACHMENT CC

Click here to enter text agrees with the terms and conditions set forth in the State of Illinois Invitation for Bid, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

	Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency/University for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor's exceptions accepted by the State thereto as set forth below.
	STANDARD TERMS AND CONDITIONS
Section/ Subsection #	State the exception such as "add," "replace," and/or "delete."
	None
	ADDITIONAL TERMS AND CONDITIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.
	<u>None</u>

Click here to enter text hereby agrees to the exceptions provided by Click here to enter text and to the Additional Terms and Conditions provided by Click here to enter text.

Agreed: No changes	Agreed: Click here to enter text
By: Louis J. Gallucci	By: Click here to enter text
Signed: 	Signed:
Position: Executive Vice President	Position: Click here to enter text
Date: 01/25/2013	Date:

**STATE OF ILLINOIS
STATE BOARD OF ELECTIONS CERTIFICATE**

ATTACHMENT DD

Section 50-37 of the Illinois Procurement Code prohibits political contributions of certain vendors and bidders and offerors. Additionally, section 9-35 of the Illinois Election Code governs provisions relating to reporting and making contributions to state officeholders, declared candidates for State offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. The State may declare any resultant contract void if these Acts are violated.

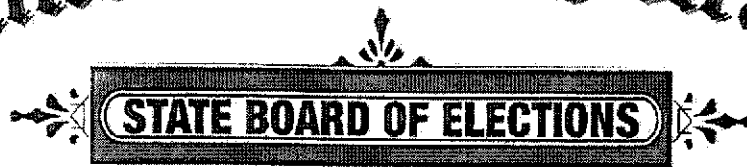
Generally, if a vendor, bidder, or offeror is an entity doing business for profit (i.e. sole proprietorship, partnership, corporation, limited liability company or partnership, or otherwise) and have contracts with State agencies that annually total more than \$50,000 or who has aggregate pending bids or proposals and current State contracts that total more than \$50,000, is prohibited from making political contributions.

If required to register, please provide a copy of this certificate with the bid.

STATE BOARD OF ELECTIONS CERTIFICATE OF REGISTRATION EXAMPLE



Certificate of Registration



Registration No. 15603

V3 Companies of Illinois

7325 Janes Ave

Woodridge IL 60517

Information for this business last updated on:

Friday, June 01, 2012

Certificate produced on Friday, June 01, 2012 at 9:43 AM



EXHIBIT "T"
PAGE 30 OF 367

TAXPAYER IDENTIFICATION NUMBER

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

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

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

Name: Click here to enter text.

Business Name: V3 Companies of Illinois Ltd.

Taxpayer Identification Number

Social Security Number: Click here to enter text.

Or

Employer Identification Number: 

Legal Status (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt (Corp.) | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery |
| <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 and/or health care services | <input type="checkbox"/> D = disregarded entitymedical |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature of Authorized Representative: 

Date: 01/25/2013

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EXHIBIT "I"

PAGE 31 OF 388



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

Date: 11/19/2012 **Project Number:** ITEM 6: I-12-4082

Project Name: Elgin O'Hare Western Access, 290/53 Ramps and Corridor Construction Management Services
11/19/2012

DELINQUENT DEBT REVIEW

Sub Contractor/Consultant Disclosure.

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

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

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

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

Prime Contractor/Consultant: V3 Companies of Illinois Ltd.

Federal Employment Identification Number (FEIN) [REDACTED]

E-Mail:

PRIME CONTRACTOR

SUB-CONTRACTOR(S)

<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor / Consultant FEIN</u>	<u>Address</u>	<u>Anticipated Amount to be Paid (to extent known)</u>
<u>R&G</u>	[REDACTED]	<u>2150 S. Canalport Ave Suite 4A-1 Chicago, IL 60608</u>	<u>12%</u>
<u>AAA Engineering</u>	[REDACTED]	<u>5940 W Touhy Suite 210 Niles, IL 60714</u>	<u>4%</u>
<u>Interra</u>	[REDACTED]	<u>600 Territorial Drive Suite G Bolingbrook, IL 60440</u>	<u>3%</u>
<u>Metro Strategies</u>	[REDACTED]	<u>526 Crescent Boulevard Glen Ellyn, IL 60137</u>	<u>1%</u>

Sig [REDACTED]

Print Louis J. Gallucci

Date 11/19/2012

STATE OF ILLINOIS

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

Financial Disclosures and Conflicts of Interest forms ("forms") must be accurately completed and submitted by the vendor, any parent entity(ies) and any subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading, unless otherwise provided. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the previously submitted form is no longer accurate, disclosing entities must provide an updated form.

Separate forms are required for the vendor, any parent entity(ies) and any subcontractors.

Subcontractor forms must be provided with a copy of the subcontract, if required, within 15 days after execution of the State contract or after execution of the subcontract, whichever is later, for all subcontracts with an annual value of more than \$50,000.

This disclosure is submitted for:

- Vendor
- Vendor's Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000
- Subcontractor's Parent Entity(ies) > \$50,000

Project Name and Illinois Procurement Bulletin Number	PSB 12-5
Vendor Name	V3 Companies of Illinois
Doing Business As (DBA)	Click here to enter text.
Parent Entity	V3 Companies Ltd..
Subcontractor	Click here to enter text.
Instrument of Ownership or Beneficial Interest	Option 3. <input type="checkbox"/> If you selected Other, please describe: Corporate Stock (C-Corporation).

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid value, or contract value)

(All contracts with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 – Publicly Traded Entities

- 1.A. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 1.B. I will attach a copy of the Federal 10-K, and I will skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

- 2.A. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 2.B. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and will attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

- 3.A. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

- 4.A. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 4.B. I will attach a copy of the Securities Exchange Commission Form 20-F or 40-F and will skip to Step 3.

Option 5 – Not-for-Profit Entities

- I will complete Step 2, Option B.

Option 6 – Sole Proprietorships

- I will skip to Step 3.

STEP 2**DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**

(All vendors, except sole proprietors, must complete regardless of annual total sales; directors of all corporations, partnerships, and other entities with annual sales of more than \$50,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Robin Petroelje	7325 Janes Ave	10.87%	\$596,000
Louis Gallucci	7325 Janes Ave	4.07%	\$223,500
Patrick Kennedy	7325 Janes Ave	4.07%	\$223,500
Tomas Valaitis	7325 Janes Ave	2.72%	\$149,000
Ted Feenstra	7325 Janes Ave	2.17%	\$119,200
Dave Heslinga	7325 Janes Ave	2.17%	\$119,200
George Schober	7325 Janes Ave	2.06%	112,793

**** Remaining amount belongs to shareholders who have less than 5% or less than \$106,447.20**

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Robin Petroelje	7325 Janes Ave	10.11	339,000
Louis Gallucci	7325 Janes Ave	6.08	204,000
Patrick Kennedy	7325 Janes Ave	6.08	204,000
Tomas Valaitis	7325 Janes Ave	4.06	136,000

Ted Feenstra	7325 Janes Ave	3.25	109,000
Dave Heslinga	7325 Janes Ave	3.25	109,000
George Schober	7325 Janes Ave	N.A.	N.A.

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
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Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

STEP 3
DISCLOSURE OF LOBBYIST OR AGENT
(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Yes No. Is your company represented by or do you employ a lobbyist or other agent required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below and complete Step 6 for each individual.

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

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

STEP 4

PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of amount bid, offer, or contract value)

(Subcontractors with administrative value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: Robin Petraelje, Louis Gallucci, Patrick Kennedy, Tomas Valaitis, Theodore Feenstra Jr., Dave Heslinga, George Schober

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? Yes No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? Yes No

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if individual, officer, or contractor has an annual value over \$15,000)

(Complete only if individual or contractor has an annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: *Robin Petroelje, Louis Gallucci, Patrick Kennedy, Tomas Valaitis, Theodore Feenstra Jr., Dave Heslinga, George Schober*

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

Step 6

EXPLANATION OF AFFIRMATIVE RESPONSES

(All winners must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 3, Step 4, or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

Step 7

**POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

(Complete only if bid, offer, or contract has an annual dollar value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: Robin Petroelje, Louis Gallucci, Patrick Kennedy, Tomas Volaitis, Theodore Feenstra Jr., Dave Hesling, George Schober

- 1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
- 2. Within the previous ten years, have you had any professional licensure discipline? Yes No
- 3. Within the previous ten years, have you had any bankruptcies? Yes No
- 4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
- 5. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. Click here to enter text.

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS
 (Complete only if bid, offer, or contract has an annual value over \$25,000)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, or other ongoing procurement relationships with units of State of Illinois government? Yes No.

If "Yes", please specify below. Attach an additional page in the same format as provided below, if desired.

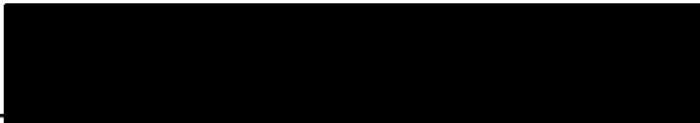
Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

Please explain the procurement relationship:

STEP 9
SIGN THE DISCLOSURE
 (All vendors must complete regardless of annual bid, offer, or contract value)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: V3 Companies of Illinois Ltd.

Signature:  Date: 01/25/2013

Printed: Name: Louis J. Gallucci

Title: Executive Vice President

Phone Number: 630-724-9200

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST:
V3 Companies of Illinois Ltd.

Financial Disclosures and Conflicts of Interest forms ("forms") must be accurately completed and submitted by the vendor, any parent entity(ies) and any subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading, unless otherwise provided. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the previously submitted form is no longer accurate, disclosing entities must provide an updated form.

Separate forms are required for the vendor, any parent entity(ies) and any subcontractors.

Subcontractor forms must be provided with a copy of the subcontract, if required, within 15 days after execution of the State contract or after execution of the subcontract, whichever is later, for all subcontracts with an annual value of more than \$50,000.

This disclosure is submitted for:

- Vendor
- Vendor's Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000
- Subcontractor's Parent Entity(ies) > \$50,000

Project Name and Illinois Procurement Bulletin Number	PSB 12-5
Vendor Name	V3 Companies of Illinois Ltd.
Doing Business As (DBA)	N/A
Parent Entity	V3 Companies LTd.
Subcontractor	
Instrument of Ownership or Beneficial Interest	Option 3 <input type="checkbox"/> If you selected Other, please describe: Corporate Stock (C-Corp).

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

(All non-union contracts, regardless of annual bid value, or contract value)

(All contracts with individual contract value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 – Publicly Traded Entities

- 1.A. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 1.B. I will attach a copy of the Federal 10-K, and I will skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

- 2.A. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 2.B. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and will attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

- 3.A. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

- 4.A. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 4.B. I will attach a copy of the Securities Exchange Commission Form 20-F or 40-F and will skip to Step 3.

Option 5 – Not-for-Profit Entities

- I will complete Step 2, Option B.

Option 6 – Sole Proprietorships

- I will skip to Step 3.

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
Individuals with substantial control valued more than \$50,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
V3 Companies Ltd.	7325 Janes Ave	100%	5,995,000

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
V3 Companies Ltd.	7325 Janes Ave	100%	3,352,930

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes No **NOT APPLICABLE**

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
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Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

STEP 3
DISCLOSURE OF LOBBYIST OR AGENT
(Compliance with 48 C.F.R. 48104, or contract has an annual value over \$10,000)
 (Contractors with subcontracts annual value of more than \$50,000 must comply)

Yes No. *Is your company represented by or do you employ a lobbyist or other agent required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below and complete Step 6 for each individual.*

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

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

STEP 4

PROHIBITED CONFLICTS OF INTEREST

(All contractual interests in regard to a proposal, bid, offer, or contract value)

(Subcontractors with subcontracts having a value of more than \$10,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: V3 Companies Ltd.

- 7. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
- 8. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? Yes No
- 9. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No
- 10. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No
- 11. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
- 12. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? Yes No

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$25,000)

(Subcontractors with subcontracts having an annual value of more than \$25,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: V3 Companies Ltd.

- 11. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
- 12. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No

13. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
14. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
15. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that? Yes No
16. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
17. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
18. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
19. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
20. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

(All positions must be completed regardless of amount and office or contract value)

(Subcontractors with subcontracts annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 3, Step 4, or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

STEP 7
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS
(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontracts annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: V3 Companies Ltd.

- 6. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
- 7. Within the previous ten years, have you had any professional licensure discipline? Yes No
- 8. Within the previous ten years, have you had any bankruptcies? Yes No
- 9. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
- 10. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. [Click here to enter text.](#)

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS
(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontracts annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, or other ongoing procurement relationships with units of State of Illinois government? Yes No.

If "Yes", please specify below. Attach on additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
IDOT	Job No. P-91-308-09 Phase I Studies for Various Intersections	In Progress	\$672,781	PTB 151 Item 12

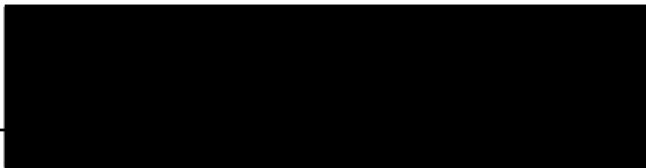
IDOT	Job No. P-91-003-10 Phase I/II US 30 at EJ&E/CN Railroad	In Progress	\$2,749,983	PTB 153 Item 2
IDOT	Job No. C-91-368-10, US 30 (Lincoln Highway) East of Williams Street to US 45 (96th Avenue) and US 45 (96th Avenue) to Il 43 (Harlem Avenue), Phase III Project	In Progress	\$9,918,624	PTB 155 Item 7
IDOT	Job No. D-30-008-11 Statewide Structure Engineering Services, Bureau of Bridges and Structures	In Progress	\$332,829	PTB 158 Item 35
IDOT	Job No. P-91-013-12 47th Street at East Avenue Phase I	In Progress	\$2,102,000	PTB 161 Item 2
IDOT	Willow Road Phase III	Pending Award	TBD	PTB 165 Item 3
ISTHA	I-88 Construction Management	In Progress	\$2,123,000	PSB 11-2

Please explain the procurement relationship: Vendor

STEP 9
SIGN THE DISCLOSURE
(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: V3 Companies of Illinois Ltd.

Signature: 

Date: 01/25/2013

Printed Name: Louis J. Gallucci

Title: Executive Vice President
Phone Number: 630-724-9200



ILLINOIS TOLLWAY CONTRACT NO.: I-12-4082

CONSULTANT NAME: V3 Companies of Illinois, Ltd.

ATTACHMENT EE

Vendor acknowledges and agrees that compliance with this subsection in its entirety 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 subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, 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 United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under

Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.

5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1.15.8, 20-43.
6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided 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 who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
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 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 500/50-11, 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 and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.

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 neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
15. Vendor certifies it is not in violation of the "Revolving Door" provisions 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. 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/University grants an exception. 30 ILCS 565.
19. Drug Free Workplace
 - 19.1. If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 19.2. If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 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 United States. Department of Commerce. 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, which include providing 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 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 any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
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 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.

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.

30. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
31. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

- A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.

B. Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.



C. Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.



D. Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.



VENDOR (show Company name and DPA) VR Companies of Illinois, Ltd.

Signature 

Printed Name Louis J. Gallucci

Title Executive Vice President Date 2/27/2013



STATE OF ILLINOIS
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO. I-12-4082

CONTRACTOR (CONSULTANT) NAME: T.Y. Lin International Great Lakes, Inc.

SUB CONTRACTOR (CONSULTANT) NAME: _____

1. PAYMENT TERMS AND CONDITIONS:

- 1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 1.2 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
 - 1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.

EXHIBIT "1"
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1.6.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

2. **ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.
3. **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. If required, Vendor shall provide to the State a copy of all such subcontracts within 15 days after execution of the subcontract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
4. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.
5. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
6. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
7. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.

8. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
9. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
10. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
11. **INSURANCE:** Vendor shall, at all time during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
12. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
13. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

14. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
15. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
16. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).
17. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
18. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
19. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
20. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
21. **PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

22. **FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
23. **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
24. **WARRANTIES FOR SUPPLIES AND SERVICES:**
- 24.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
- 24.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
- 24.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
25. **REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
- 25.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
- 25.2 By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.
26. **EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

STATE OF ILLINOIS
DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

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:

- 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
- 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.

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:

NA

STATE OF ILLINOIS

EVIDENCE OF AUTHORIZATION TO DO OR TRANACT BUSINESS IN ILLINOIS

ATTACHMENT AA

A "Responsible" Vendor must exist as a legal entity and must be authorized to do business in Illinois at the time a bid or offer is submitted for a State contract. For information on registering to conduct business in Illinois, please contact the Illinois Secretary of State's Department of Business Services. (http://cyberdriveillinois.com/departments/business_services/home.html). If you believe your company is not required to register to do business in Illinois, please include a detailed explanation of the legal basis for such conclusion. Failure to timely register or provide a legally sufficient justification for not registering may deem your bid non-responsive

EXAMPLE: SECRETARY OF STATE CERTIFICATE OF GOOD STANDING

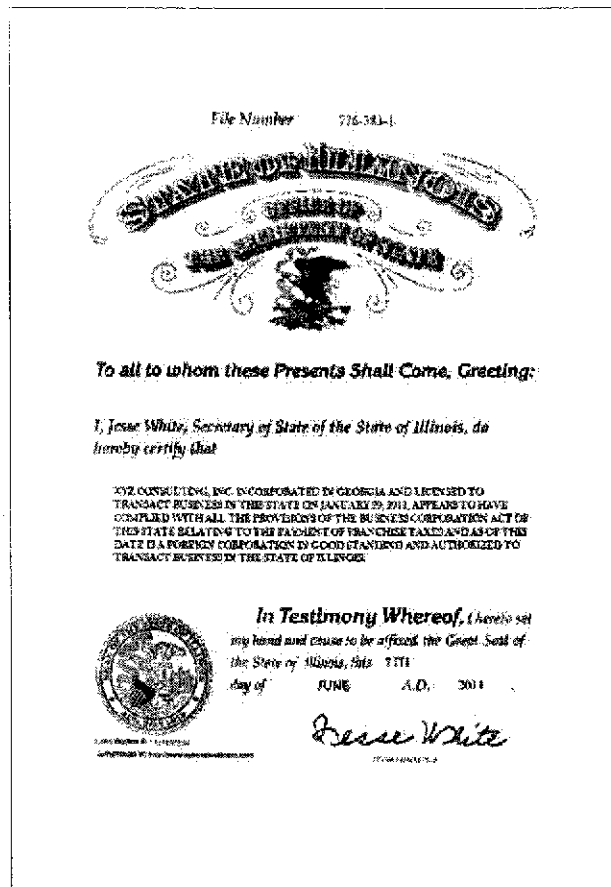
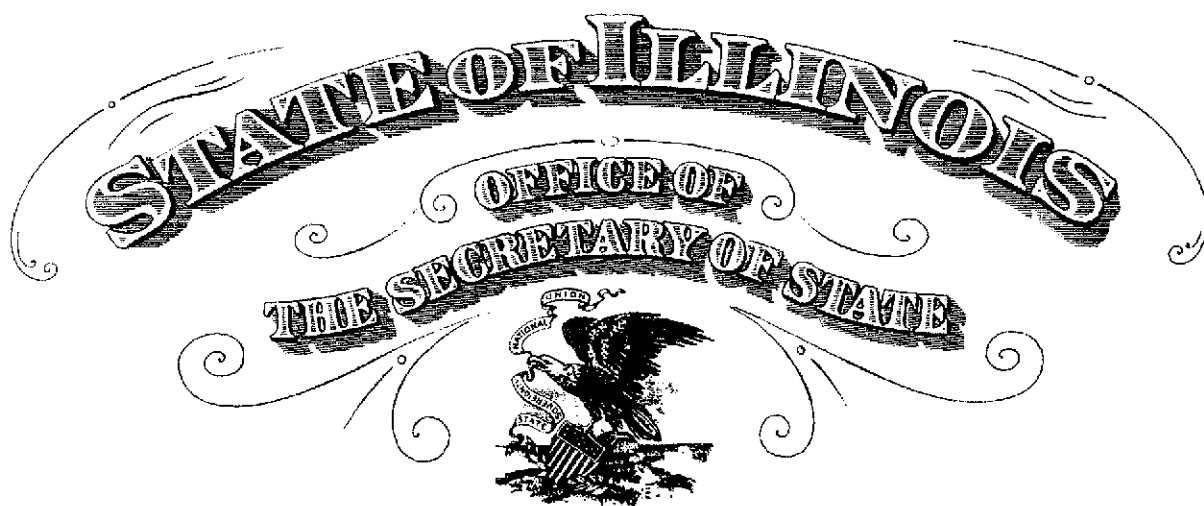


EXHIBIT 1
PAGE 60 OF 367



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

T.Y. LIN INTERNATIONAL GREAT LAKES INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON NOVEMBER 14, 1983, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



Authentication #: 1221901680

Authenticate at: <http://www.cyberdriveillinois.com>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 6TH day of AUGUST A.D. 2012 .

Jesse White

SECRETARY OF STATE

STATE OF ILLINOIS

ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

ATTACHMENT BB

1. If Vendor 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), it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one prior to the Offer opening date. 775 ILCS 5/2-101. If the Agency/University cannot confirm compliance, it will not be able to consider a Vendor's bid or offer. Please complete the appropriate sections below:

Name of Company (and DBA): T.Y. Lin International Great Lakes, Inc.

(check if applicable) The number is not required as the company has employed 14 or fewer 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).

IDHR Public Contracts Number: 93315-00. Expiration Date: 12/14/2014

2. If a number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: NA
3. Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility. 44 Ill. Adm. Code 750.210(a).
4. 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 900000-00-0.
5. If Vendor's organization holds an expired number, it must re-register with the Department of Human Rights.
6. Vendor may obtain an application form by:
 - 6.1. Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).
 - 6.2. Internet: Download the form from the Internet at (www.state.il.us/cms). In the Selling to Illinois area section.

Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

STATE OF ILLINOIS


SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

ATTACHMENT CC

T.Y. Lin International Great Lakes, Inc. agrees with the terms and conditions set forth in the State of Illinois Invitation for Bid, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

	Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency/University for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor's exceptions accepted by the State thereto as set forth below.
	STANDARD TERMS AND CONDITIONS
Section/ Subsection #	NA
	ADDITIONAL TERMS AND CONDITIONS
New Provision(s), # et. seq.	NA

T.Y. Lin International Great Lakes, Inc. hereby agrees to the exceptions provided by [Click here to enter text](#) and to the **Additional Terms and Conditions** provided by [Click here to enter text](#).

Agreed: Click here to enter text	Agreed: Click here to enter text
By: Click here to enter text	By: Click here to enter text
Signed: 	Signed:
Position: Click here to enter text	Position: Click here to enter text
Date: Click here to enter text	Date:

**STATE OF ILLINOIS
STATE BOARD OF ELECTIONS CERTIFICATE**

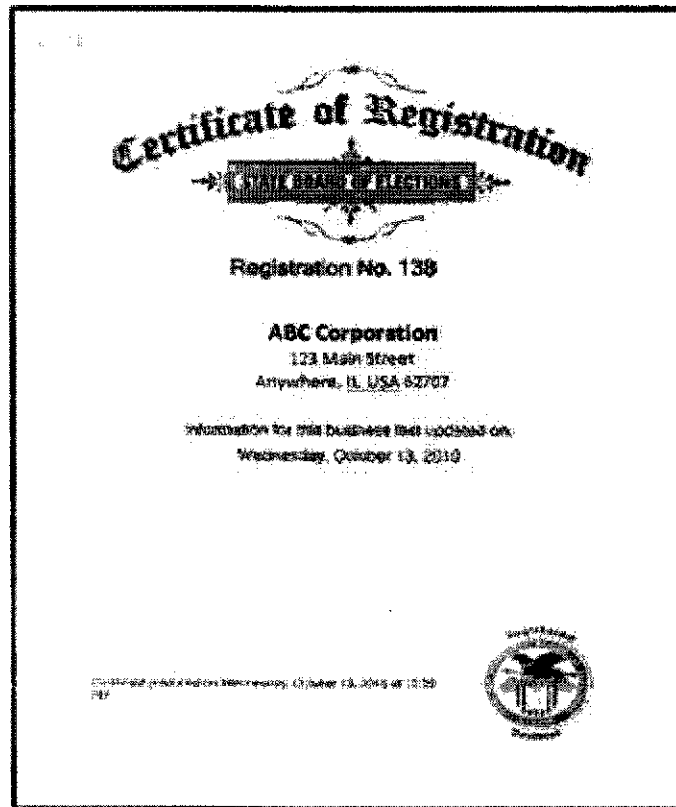
ATTACHMENT DD

Section 50-37 of the Illinois Procurement Code prohibits political contributions of certain vendors and bidders and offerors. Additionally, section 9-35 of the Illinois Election Code governs provisions relating to reporting and making contributions to state officeholders, declared candidates for State offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. The State may declare any resultant contract void if these Acts are violated.

Generally, if a vendor, bidder, or offeror is an entity doing business for profit (i.e. sole proprietorship, partnership, corporation, limited liability company or partnership, or otherwise) and have contracts with State agencies that annually total more than \$50,000 or who has aggregate pending bids or proposals and current State contracts that total more than \$50,000, is prohibited from making political contributions.

If required to register, please provide a copy of this certificate with the bid.

STATE BOARD OF ELECTIONS CERTIFICATE OF REGISTRATION EXAMPLE



Certificate of Registration



Registration No. 10786

T.Y. Lin International Great Lakes, Inc.

200 South Wacker Drive

Suite 1400

Chicago IL 60606

Information for this business last updated on:

Tuesday, June 22, 2010

Certificate produced on Thursday, June 24, 2010 at 7:57 AM



EXHIBIT "1"
PAGE 65 OF 369

TAXPAYER IDENTIFICATION NUMBER

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

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

- If you are an individual, then enter your name and Social Security Number (SSN) as it appears on your Social Security Card.
- If you are a sole proprietor, then enter the owner's name on the name line followed by the name of the business and the owner's SSN or Employer Identification Number (EIN).
- If you are a single-member LLC that is disregarded as an entity separate from its owner, then 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, then 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: T.Y. Lin International Great Lakes, Inc.

Taxpayer Identification Number

Social Security Number: NA

Or

Employer Identification Number: [REDACTED]

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 of Authorized Representative [REDACTED]

Date: 11/19/2012

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

Financial Disclosures and Conflicts of Interest forms ("forms") must be accurately completed and submitted by the vendor, any parent entity(ies) and any subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading, unless otherwise provided. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the previously submitted form is no longer accurate, disclosing entities must provide an updated form.

Separate forms are required for the vendor, any parent entity(ies) and any subcontractors.

Subcontractor forms must be provided with a copy of the subcontract, if required, within 15 days after execution of the State contract or after execution of the subcontract, whichever is later, for all subcontracts with an annual value of more than \$50,000.

This disclosure is submitted for:

- Vendor
- Vendor's Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000
- Subcontractor's Parent Entity(ies) > \$50,000

Project Name and Illinois Procurement Bulletin Number	Contract No: RR-12-8106
Vendor Name	T.Y. Lin International Great Lakes, Inc.
Doing Business As (DBA)	
Parent Entity	T.Y. Lin International / T.Y. Lin International Group, Ltd. / Dar Holdings, USA / Dar al Handasah Shair & Partners
Subcontractor	
Instrument of Ownership or Beneficial Interest	Professional Corporation <input type="checkbox"/> If you selected Other, please describe:

STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL
(All numbers completed regardless of amount but only in combined value)
(Submitters with substantial annual value of more than \$106,447.20 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 – Publicly Traded Entities

1.A. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B. I will attach a copy of the Federal 10-K, and I will skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

2.A. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and will attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

4.A. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B. I will attach a copy of the Securities Exchange Commission Form 20-F or 40-F and will skip to Step 3.

Option 5 – Not-for-Profit Entities

I will complete Step 2, Option B.

Option 6 – Sole Proprietorships

I will skip to Step 3.

STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS
(All vendors, except public utilities, must complete regarding all financial interest, or contract value, relationships with such contract annual value of more than \$20,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
T.Y. Lin International	2 Harrison St., Ste. 500	100%	
	San Francisco, CA 94105		

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
T.Y. Lin International	2 Harrison St., Ste. 500	100%	
	San Francisco, CA 94105		

EXHIBIT 1
 PAGE 69 OF 367

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address

STEP 3
DISCLOSURE OF LOBBYIST OR AGENT
Complete only if bid, offer, or contract has an annual value over \$25,000
(Subcontractors with subcontracts of annual value of more than \$50,000 must complete)

Yes No. Is your company represented by or do you employ a lobbyist or other agent required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below and complete Step 6 for each individual.

Name	Address	Relationship to Disclosing Entity
NA		

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain an Agency/University contract:

STEP 4
PROHIBITED CONFLICTS OF INTEREST
(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontracts amounting to more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: Not applicable as no individuals are named in Step 2, Option A

- 1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
- 2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? Yes No
- 3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No
- 4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No
- 5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
- 6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? Yes No

STEP 5
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS
(Complete only if bid, offer, or contract has an annual value over \$15,000)
(Contractors with submitted annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: Not applicable as no individuals are named in Step 2, Option A

- 1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
- 2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
- 3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
- 4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
- 5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that? Yes No
- 6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
- 7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
- 8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
- 9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
- 10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

STEP 6
EXPLANATION OF AFFIRMATIVE RESPONSES
(All vendors must complete regardless of annual bid, offer, or contract value)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 3, Step 4, or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

STEP 7
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS
(Complete only if bid, offer, or contract has an annual value over \$25,000)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: T.Y. Lin International Great Lakes, Inc.

- 1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
- 2. Within the previous ten years, have you had any professional licensure discipline? Yes No
- 3. Within the previous ten years, have you had any bankruptcies? Yes No
- 4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
- 5. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual.

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS
(Contractors with a total value of contracts or pending bids in excess of \$25,000)
 (Subcontractors with a total value of more than \$10,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, or other ongoing procurement relationships with units of State of Illinois government? Yes No.

If "Yes", please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Tollway	Tri-State Tollway Roadway and Bridge Rehabilitation from Cermak Road Plaza 35 to Franklin Avenue	Ongoing	\$2.5M	PO 5636/PSB 11-2
IDOT	I-80 Bridges, Phase II	Ongoing	\$1M	PTB 136
IDOT	57/294 Phase I and II	Ongoing	\$18.3M	PTB 146
IDOT	Stuenkle Rd., Phase II	Ongoing	\$2.1M	PTB 157
IDOT	Joliet Multi-Modal	Ongoing	\$1.9M	PTB 160
IDOT	½ Day Road, Phase III	Ongoing	\$1.9M	PTB 155
IDOT	Congress Moveable, Phase III	Ongoing	\$3.1M	PTB 151

Please explain the procurement relationship: Vender

STEP 9
SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: T.Y. Lin International Great Lakes, Inc.

Date: 2/1/2013

Printed Name: Heather Gaffney, S.E., P.E.

Title: Senior Vice President/Regional Director

Phone Number: 312.777.2870

**STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

Financial Disclosures and Conflicts of Interest forms ("forms") must be accurately completed and submitted by the vendor, any parent entity(ies) and any subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading, unless otherwise provided. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the previously submitted form is no longer accurate, disclosing entities must provide an updated form.

Separate forms are required for the vendor, any parent entity(ies) and any subcontractors.

Subcontractor forms must be provided with a copy of the subcontract, if required, within 15 days after execution of the State contract or after execution of the subcontract, whichever is later, for all subcontracts with an annual value of more than \$50,000.

This disclosure is submitted for:

- Vendor
- Vendor's Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000
- Subcontractor's Parent Entity(ies) > \$50,000

Project Name and Illinois Procurement Bulletin Number	Contract No.: RR-12-8106
Vendor Name	T.Y. Lin International Great Lakes, Inc.
Doing Business As (DBA)	
Parent Entity	T.Y. Lin International Group Ltd (parent of T. Y. Lin International)
Subcontractor	
Instrument of Ownership or Beneficial Interest	Professional Corporation <input type="checkbox"/> If you selected Other, please describe:

STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL
(All entities complete regardless of annual total value or contract value)
(Publicly traded entities with a contractual annual value of more than \$106,447.20 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 – Publicly Traded Entities

1.A. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B. I will attach a copy of the Federal 10-K, and I will skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

2.A. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and will attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

4.A. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B. I will attach a copy of the Securities Exchange Commission Form 20-F or 40-F and will skip to Step 3.

Option 5 – Not-for-Profit Entities

I will complete Step 2, Option B.

Option 6 – Sole Proprietorships

I will skip to Step 3.

STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Man-Chung Tang	2 Harrison St., Ste 500, San Francisco, CA 94105	.47%	\$201,309
Robert Peterson	2 Harrison St., Ste 500, San Francisco, CA 94105	1.59%	\$682,213
Alvaro Piedrahita	2 Harrison St., Ste 500, San Francisco, CA 94105	1.59%	\$682,213
John Ferguson	2 Harrison St., Ste 500, San Francisco, CA 94105	.35%	\$150,982
W. Mark Ashley	2 Harrison St., Ste 500, San Francisco, CA 94105	.86%	\$369,066
Heather Gaffney	2 Harrison St., Ste 500, San Francisco, CA 94105	.95%	\$408,210
W. David Goodyear	2 Harrison St., Ste 500, San Francisco, CA 94105	1.02%	\$436,169
Mariano Valle	2 Harrison St., Ste 500, San Francisco, CA 94105	.59%	\$251,636
Dennis Jang	2 Harrison St., Ste 500, San Francisco, CA 94105	.37%	\$156,574
Robert Radley	2 Harrison St., Ste 500, San Francisco, CA 94105	.39%	\$167,757
T.Y. Lin International Group, Ltd	2 Harrison St., Ste 500, San Francisco, CA 94105	89.15%	

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
T.Y. Lin International Group, Ltd	2 Harrison St., Ste 500, San Francisco, CA 94105	89.15%	

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address

STEP 3
DISCLOSURE OF LOBBYIST OR AGENT
(Completion only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontracts annual value of more than \$50,000 must complete)

Yes No. Is your company represented by or do you employ a lobbyist or other agent required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below and complete Step 6 for each individual.

Name	Address	Relationship to Disclosing Entity
NA		

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain an Agency/University contract:

STEP 4
PROHIBITED CONFLICTS OF INTEREST
(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with a bonded annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: For Man Chung-Tang, Robert Peterson, Alvaro Piedrahita, Jahn Ferguson, Mark Ashley, Heather Gaffney, W. David Goodyear, Mariano Valle, Dennis Jang, Robert Radley – All answers are “no.”

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? Yes No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No

5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? Yes No

STEP 5
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS
(Candidates only (and, either, or dependent has an annual value under \$1,000)
(Candidates with substantial annual value of more than \$10,000 total completed)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: For Man Chung-Tang, Robert Peterson, Alvaro Piedrahita, John Ferguson, Mark Ashley, Heather Gaffney, W. David Goodyear, Mariano Valle, Dennis Jang, Robert Radley – All answers are "no."

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, Yes No

father, mother, son, or daughter) that is or was a registered lobbyist?

9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)

(Include all items with a subcontract amount value of more than \$20,000 (must specify))

If you answered "Yes" in Step 3, Step 4, or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

STEP 7
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS
(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: For Man Chung-Tang, Robert Peterson, Alvaro Piedrahita, John Ferguson, Mark Ashley, Heather Gaffney, W. David Goodyear, Mariano Valle, Dennis Jang, Robert Radley – All answers are “no.”

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
2. Within the previous ten years, have you had any professional licensure discipline? Yes No
3. Within the previous ten years, have you had any bankruptcies? Yes No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
5. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered “Yes”, please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual.

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS
(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, or other ongoing procurement relationships with units of State of Illinois government? Yes No.

If “Yes”, please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

NA				
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Please explain the procurement relationship:

STEP 9
SIGN THE DISCLOSURE
(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: T.Y. Lin International

Signature: 

Date: 2/1/2013

Printed Name: Robert Peterson

Title: Executive Vice President

Phone Number: 312.777.2900

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

Financial Disclosures and Conflicts of Interest forms ("forms") must be accurately completed and submitted by the vendor, any parent entity(ies) and any subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading, unless otherwise provided. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the previously submitted form is no longer accurate, disclosing entities must provide an updated form.

Separate forms are required for the vendor, any parent entity(ies) and any subcontractors.

Subcontractor forms must be provided with a copy of the subcontract, if required, within 15 days after execution of the State contract or after execution of the subcontract, whichever is later, for all subcontracts with an annual value of more than \$50,000.

This disclosure is submitted for:

- Vendor
- Vendor's Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000
- Subcontractor's Parent Entity(ies) > \$50,000

Project Name and Illinois Procurement Bulletin Number	Contract No.: RR-12-8106
Vendor Name	T.Y. Lin International Great Lakes, Inc.
Doing Business As (DBA)	
Parent Entity	DAR Holdings U. S. A., Inc. (Parent of T. Y. Lin International Group Ltd.)
Subcontractor	
Instrument of Ownership or Beneficial Interest	Professional Corporation <input type="checkbox"/> If you selected Other, please describe:

STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL
(All secondary corporations regardless of annual net worth, or nonprofit entities)
(Notwithstanding with supporting financial statements more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 – Publicly Traded Entities

1.A. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B. I will attach a copy of the Federal 10-K, and I will skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

2.A. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and will attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

4.A. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B. I will attach a copy of the Securities Exchange Commission Form 20-F or 40-F and will skip to Step 3.

Option 5 – Not-for-Profit Entities

I will complete Step 2, Option B.

Option 6 – Sole Proprietorships

I will skip to Step 3.

STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS
(All entities, except with proprietorships, must complete regardless of annual net worth or contract value)
(Subsidiaries with/without annual value of more than \$50,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Dar Holdings, USA	2 Harrison St., Ste. 500	100%	
	San Francisco, CA 94105		

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Dar Holdings, USA	2 Harrison St., Ste. 500	100%	
	San Francisco, CA 94105		

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Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
NA	

STEP 3
DISCLOSURE OF LOBBYIST OR AGENT
(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontracts annual value of more than \$25,000 must complete)

Yes No. *Is your company represented by or do you employ a lobbyist or other agent required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below and complete Step 6 for each individual.*

Name	Address	Relationship to Disclosing Entity
NA		

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain an Agency/University contract:

STEP 4
PROHIBITED CONFLICTS OF INTEREST
(All vendors must complete regardless of annual bid, offer, or contract value.
Subcontractors with subcontracted annual value of more than \$30,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: Not applicable as no individuals are named in Step 2, Option A

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? Yes No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? Yes No

STEP 5
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL
RELATIONSHIPS
(Complete only if bid, offer, or contract has an amount value over \$25,000)
(Subcontractors with subcontract amount value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: Not applicable as no individuals are named in Step 2, Option A

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

STEP 6
EXPLANATION OF AFFIRMATIVE RESPONSES
(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$30,000 must complete)

If you answered "Yes" in Step 3, Step 4, or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

STEP 7
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS
(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: T.Y. Lin International Group, Ltd.

- 1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
- 2. Within the previous ten years, have you had any professional licensure discipline? Yes No
- 3. Within the previous ten years, have you had any bankruptcies? Yes No
- 4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
- 5. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual.

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS
(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, or

T.Y. Lin International Group, Ltd.

other ongoing procurement relationships with units of State of Illinois government? Yes No.

If "Yes", please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
NA				

Please explain the procurement relationship:

STEP 9
SIGN THE DISCLOSURE
(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: T.Y. Lin International Group, Ltd.

Signature: 

Date: 2/1/2013

Printed Name: Robert Peterson

Title: President

Phone Number: 312.777.2900

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

Financial Disclosures and Conflicts of Interest forms ("forms") must be accurately completed and submitted by the vendor, any parent entity(ies) and any subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading, unless otherwise provided. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the previously submitted form is no longer accurate, disclosing entities must provide an updated form.

Separate forms are required for the vendor, any parent entity(ies) and any subcontractors.

Subcontractor forms must be provided with a copy of the subcontract, if required, within 15 days after execution of the State contract or after execution of the subcontract, whichever is later, for all subcontracts with an annual value of more than \$50,000.

This disclosure is submitted for:

- Vendor
- Vendor's Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000
- Subcontractor's Parent Entity(ies) > \$50,000

Project Name and Illinois Procurement Bulletin Number	Contract No.: RR-12-8106
Vendor Name	T.Y. Lin International Great Lakes, Inc.
Doing Business As (DBA)	
Parent Entity	Dar al Handasah Shair & Partners Holdings, Ltd. (parent of Dar Holdings, U.S.A., Inc.)
Subcontractor	
Instrument of Ownership or Beneficial Interest	Professional Corporation <input type="checkbox"/> If you selected Other, please describe:

STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL
(All individuals (including) reporting an annual total (or other) significant value)
(Submitters with an annual value of more than \$10,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 – Publicly Traded Entities

1.A. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B. I will attach a copy of the Federal 10-K, and I will skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

2.A. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and will attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

4.A. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B. I will attach a copy of the Securities Exchange Commission Form 20-F or 40-F and will skip to Step 3.

Option 5 – Not-for-Profit Entities

I will complete Step 2, Option B.

Option 6 – Sole Proprietorships

I will skip to Step 3.

STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS
(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
 Subcontractors with a financial interest in a contract of more than \$50,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Dar al Handasah Shair & Partners Holdings, Ltd.	PO Box 97, 22 Greenville Street, St. Helier-Jersey, JEH 8PX Channel Islands	100%	

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Dar al Handasah Shair & Partners Holdings, Ltd.	PO Box 97, 22 Greenville Street, St. Helier-Jersey, JEH 8PX Channel Islands	100%	

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
NA	

STEP 3
DISCLOSURE OF LOBBYIST OR AGENT
(Complete only if bid, offer, or contract has an annual value over \$75,000)
(Subcontractors with subcontracts annual value of more than \$20,000 must complete)

Yes No. Is your company represented by or do you employ a lobbyist or other agent required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below and complete Step 6 for each individual.

Name	Address	Relationship to Disclosing Entity
NA		

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain an Agency/University contract:

STEP 4
PROHIBITED CONFLICTS OF INTEREST
(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$10,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: Not applicable as no individuals are named in Step 2, Option A

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? Yes No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? Yes No

STEP 5
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS
(Complete only if bid, offer, or contract has an actual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Please provide the name of the person for which responses are provided: Not applicable as no individuals are named in Step 2, Option A

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No

- 2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
- 3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
- 4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
- 5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that? Yes No
- 6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
- 7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
- 8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
- 9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
- 10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

STEP 6
EXPLANATION OF AFFIRMATIVE RESPONSES
All vendors must complete regardless of annual bid, offer, or contract value.
Subcontractors with subcontract annual value of more than \$50,000 must complete.

If you answered "Yes" in Step 3, Step 4, or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

STEP 7
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS
(Complete only if bid, offer, or contract has an original value over \$25,000)
(Subcontractors with subcontracts annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: Dar Holdings, USA

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
2. Within the previous ten years, have you had any professional licensure discipline? Yes No
3. Within the previous ten years, have you had any bankruptcies? Yes No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
5. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual.

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS
(Complete only if bid, offer, or contract has an original value over \$25,000)
(Subcontractors with subcontracts annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, or other ongoing procurement relationships with units of State of Illinois government? Yes No.

If "Yes", please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
NA				

Please explain the procurement relationship:

STEP 9
SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: Dar Holdings, USA

Signature: 

Date: 2/1/2013

Printed Name: Robert Peterson

Title: President

Phone Number: 312.777.2900

**STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

Financial Disclosures and Conflicts of Interest forms ("forms") must be accurately completed and submitted by the vendor, any parent entity(ies) and any subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading, unless otherwise provided. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the previously submitted form is no longer accurate, disclosing entities must provide an updated form.

Separate forms are required for the vendor, any parent entity(ies) and any subcontractors.

Subcontractor forms must be provided with a copy of the subcontract, if required, within 15 days after execution of the State contract or after execution of the subcontract, whichever is later, for all subcontracts with an annual value of more than \$50,000.

This disclosure is submitted for:

- Vendor
- Vendor's Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000
- Subcontractor's Parent Entity(ies) > \$50,000

Project Name and Illinois Procurement Bulletin Number	Contract No.: RR-12-8106
Vendor Name	T.Y. Lin International Great Lakes, Inc.
Doing Business As (DBA)	
Parent Entity	
Subcontractor	
Instrument of Ownership or Beneficial Interest	Professional Corporation <input type="checkbox"/> If you selected Other, please describe:

STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL
(All filers must complete regardless of annual total value, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 – Publicly Traded Entities

1.A. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B. I will attach a copy of the Federal 10-K, and I will skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

2.A. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and will attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

4.A. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B. I will attach a copy of the Securities Exchange Commission Form 20-F or 40-F and will skip to Step 3.

Option 5 – Not-for-Profit Entities

I will complete Step 2, Option B.

Option 6 – Sole Proprietorships

I will skip to Step 3.

STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS
(All owners, directors, and officers of the company, regardless of annual net offer or contract value)
(Subsidiaries with net assets or annual value of more than \$50,000 must complete)

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Talal Shair	PO Box 97, 22 Greenville Street, St. Helier-Jersey, JEH 8PX Channel Islands	28.5%	
Kamal Shair	See above	1.00%	
Burhan Sleiman	See above	2.50%	
Ramzi Bazzi	See above	2.25%	
Fouad Said	See above	1.50%	
Talal Naamani	See above	3.50%	
Youssef Matar	See above	3.50%	
Usama Omar	See above	4.50%	
Maroun Khoury	See above	3.00%	
Ramzi Klink	See above	3.50%	
Rabih Al Batal	See above	2.50%	
Riad Mneimneh	See above	3.50%	
Bassam Shakhshir	See above	2.25%	
Bassem Nsouli	See above	1.75%	
Fares Saliba	See above	1.50%	
Bashar Rihani	See above	2.25%	
Yehia Zaki	See above	1.50%	

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Dar al Handasah Shair & Partners

Foud Khoury	See above	2.25%	
Issam Ghalayini	See above	1.25%	
Joseph Hajjar	See above	1.75%	
Nabil Ghawi	See above	1.50%	
Robert Solomon	See above	1.00%	
Adnan Omar	See above	1.00%	
Treasury Shares held by Dar al Handasah Shair & Partners	See above	22.25%	

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Talal Shair	PO Box 97, 22 Greenville Street, St. Helier-Jersey, JEH 8PX Channel Islands	28.5%	

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
NA	

STEP 3
DISCLOSURE OF LOBBYIST OR AGENT
(Complete only if bid, offer, or contract has an annual value over \$25,000.
 Subcontractors with subcontracts annual value of more than \$50,000 must complete.)

Yes No. Is your company represented by or do you employ a lobbyist or other agent required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below and complete Step 6 for each individual.

Name	Address	Relationship to Disclosing Entity
NA		

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain an Agency/University contract:

STEP 4
PROHIBITED CONFLICTS OF INTEREST
(All winners must complete regardless of annual bid, offer, or contract value.
 Subcontractors with subcontracts annual value of more than \$50,000 must complete.)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: For Talal Shair, Kamal Shair, Burhan Sleiman, Ramzi Bazzi, Fouad Said, Talal Naamani, Youssef Matar, Usama Omar, Maroun Khoury, Ramzi Klink, Rabih Al Batal, Riad Mneimneh, Bassam Shakhshir, Bassem Nsouli, Fares Saliba, Bashar Rihani, Rehia Zaki, Foud Khoury, Issam Ghalayini, Joseph Hajjar, Nabil Ghawi, Robert Solomon, and Adnan Omar – All answers are "no."

- Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
- Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? Yes No

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- 3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No
- 4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No
- 5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
- 6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? Yes No

STEP 5
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS
(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Do not report any bid, offer, or contract with a value of more than \$25,000 from a contractor)

Please provide the name of the person for which responses are provided: For Talal Shair, Kamal Shair, Burhan Sleiman, Ramzi Bazzi, Fouad Said, Talal Naamani, Youssef Matar, Usama Omar, Maroun Khoury, Ramzi Klink, Rabih Al Batal, Riad Mneimneh, Bassam Shakhshir, Bassem Nsouli, Fares Soliba, Bashor Rihoni, Rehia Zaki, Foud Khoury, Issam Ghalayini, Joseph Hajjar, Nabil Ghawi, Robert Solomon, and Adnan Omar – All answers are "no."

- 1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
- 2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
- 3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
- 4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
- 5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that? Yes No
- 6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding Yes No

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appointive office currently or in the previous 2 years?

- 7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
- 8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
- 9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
- 10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

STEP 6
EXPLANATION OF AFFIRMATIVE RESPONSES
(All bidders must complete regardless of annual bid, offer, or contract value)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 3, Step 4, or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

STEP 7
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS
(Complete only if bid, offer, or contract has an annual value over \$25,000)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

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Dar al Handasah Shair & Partners

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: For Talal Shair, Kamal Shair, Burhan Sleiman, Ramzi Bazzi, Fauad Said, Talal Naamani, Yaussef Matar, Usama Omar, Maroun Khoury, Ramzi Klink, Rabih Al Batal, Riad Mneimneh, Bassam Shakhshir, Bassem Nsaoui, Fares Saliba, Bashar Rihani, Rehia Zaki, Foud Khoury, Issam Ghalayini, Joseph Hajjar, Nabil Ghawi, Robert Salomon, and Adnan Omar – All answers are "no."

- 1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
- 2. Within the previous ten years, have you had any professional licensure discipline? Yes No
- 3. Within the previous ten years, have you had any bankruptcies? Yes No
- 4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
- 5. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual.

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS
(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with a contract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, or other ongoing procurement relationships with units of State of Illinois government? Yes No.

If "Yes", please specify below. Attach on additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
NA				

Please explain the procurement relationship:

STEP 9
SIGN THE DISCLOSURE
(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: Dar al Handasah Shair & Partners

Signature: 

Date: 2/1/2013

Printed Name: Alvaro Piedrahita

Title: President

Phone Number: 312.777.2900



ILLINOIS TOLLWAY CONTRACT NO.:

I-12-4082

CONSULTANT NAME:

T. V. Lin International Great Lakes

ATTACHMENT EE

Vendor acknowledges and agrees that compliance with this subsection in its entirety 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 subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, 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 United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under

Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.

5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1.15.8, 20-43.
6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided 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 who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
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 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 500/50-11, 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 and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.

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 neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
15. Vendor certifies it is not in violation of the "Revolving Door" provisions 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. 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/University grants an exception. 30 ILCS 565.
19. Drug Free Workplace
 - 19.1. If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 19.2. If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 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 United States. Department of Commerce. 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, which include providing 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 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 any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
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 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.

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.

30. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
31. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

- A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.

B. Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.



C. Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.



D. Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.



VENDOR (show Company name and DBA):

T.V. Lin International Great Lakes

Signature

Printed Name

Heather Gaffney

Title

Senior Vice President

Date

2/27/13

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

TO: John Hauk

DATE: March 4, 2013

FROM: Elvia Nava

SUBJECT: Consultant Contract I-12-4082 V3/TYLin JV- Feb. Board

Please find the attached Certificates of Insurance for your review. Please initial and return to me provided the information is adequate.

Thanks!

En

Attachment

*Insurance Documentation
is OK /*



3/4/13.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
2/27/2013

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED T. Y. Lin International 2 Harrison Street, 5th Floor San Francisco, CA 94105	INSURER A: Hartford Fire Ins. Co.
	INSURER B: National Union Fire Ins Co of P
	INSURER C: Hartford Underwriters Ins. Co.
	INSURER D: Aspen Specialty Insurance Compa
	INSURER E: Hartford Casualty Insurance Co.

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	57CESOF1487	03/01/13	03/01/14	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$10,000
	<input checked="" type="checkbox"/> Contract'l Liab.				PERSONAL & ADV INJURY \$1,000,000
	<input checked="" type="checkbox"/> Cross Liability				GENERAL AGGREGATE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
E	AUTOMOBILE LIABILITY	57UUNTM3465	03/01/13	03/01/14	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
GARAGE LIABILITY	ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
B	EXCESS LIABILITY	BE011912740	03/01/13	03/01/14	EACH OCCURRENCE \$3,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$3,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	57WEKO8793	03/01/13	03/01/14	<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				
D	OTHER Professional Liability	LRA9P0113	02/27/13	02/27/14	\$2,000,000 per Claim \$2,000,000 Annl Aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 General Liability policy excludes claims arising out of the performance of professional services.
 RE: Elgin O'Hare Western Access, Corridor and Construction Management, I-290 / IL Route 53 Ramps / Project I-12-4082. The Illinois State Toll Highway Authority, V3 Companies of Illinois, LTD. and V3 Companies of Illinois, Ltd./T.Y. Lin International Great Lakes, Inc., a Joint Venture are named as Additional Insured for General and Auto Liability. Insurance is primary per policy form.

CERTIFICATE HOLDER	ADDITIONAL INSURED / INSURER LETTER:	CANCELLATION	10 Days for Non-Payment
Illinois State Toll Highway Authority 2700 Odge Avenue Downers Grove, IL 60515		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY REGISTERED MAIL	EXHIBIT "I"

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location(s) Of Covered Operations

Illinois State Toll Highway Authority
2700 Edge Avenue
Downers Grove, IL 60515

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S) CONT.: The Illinois State Toll Highway Authority, V3 Companies of Illinois, LTD. and V3 Companies of Illinois, Ltd./T.Y. Lin International Great Lakes, Inc., a Joint Venture

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

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

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

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

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

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

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

EXHIBIT "1"
PAGE 121 OF 367

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Illinois State Toll Highway Authority 2700 Odge Avenue Downers Grove, IL 60515	NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S) CONT.: The Illinois State Toll Highway Authority, V3 Companies of Illinois, LTD. and V3 Companies of Illinois, Ltd./T. Y. Lin International Great Lakes, Inc., a Joint Venture

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

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

EXHIBIT "1"
PAGE 122 OF 387

**EXCERPTS FROM CA 00001 (1001)
HARTFORD BUSINESS AUTO COVERAGE**

Insured: T. Y. Lin International

Policy Number: 57UUNTM3465

Policy Effective Dates: 03/01/13

Additional Insured:

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S) CONT.: The Illinois State Toll Highway Authority, V3 Companies of Illinois, LTD. and V3 Companies of Illinois, Ltd./T.Y. Lin International Great Lakes, Inc., a Joint Venture

Additional Insured: SECTION II – LIABILITY COVERAGE

1. WHO IS AN INSURED: The following are "insureds"

c. Anyone liable for the conduct of an "insured"...but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provide by this Coverage Form is excess over any other collectible insurance.

c. Regardless of the provisions of paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

Cross Liability Clause: SECTION V – DEFINITIONS

G. "Insured" means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

**EXCERPTS FROM HA9916 (0302)
HARTFORD COMMERCIAL AUTOMOBILE BROAD
FORM ENDORSEMENT**

15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

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		
CCM					358	598	598	598	598	598	598	598	598	4544
CM - C03														
CM - C04/C05														
CM - C06/C07														
TOTALS					358	598	598	598	598	598	598	598	598	4544

Sheet 1 of 6

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

EXHIBIT A
124 OF 367

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	
CCM	1418	1418	1418	1548	1568	1568	1568	1568	1548	1548	1488	1488	18148
CM - C03	1004	924	924	904	919	884	904	884	844	844	764	480	10279
CM - C04/C05	884	1004	1004	1024	1064	1084	1084	1084	1054	984	483	123	10886
CM - C06/C07			1154	1344	1344	1344	1384	1384	1344	1344	1329	1304	13275
TOTALS	3306	3346	4500	4820	4895	4880	4940	4920	4800	4720	4064	3395	52586

Sheet 3 of 6

- 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

I-12-4082

Consultant: V3 Companies of Illinois, Ltd./TY Lin International Great Lakes, Inc. JV

Project Number:

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	
CCM	1418	1418	1438	1548	1568	1568	1568	1568	1548	1548	1468	1448	18106
CM - C03													
CM - C04/C05	60												60
CM - C06/C07	1299	1304	1344	1344	1344	1385	1385	1405	1345	1324	1264	1244	15987
TOTALS	2777	2722	2782	2892	2912	2953	2953	2973	2893	2872	2732	2692	34153

Sheet 4 of 6

- 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

PAGE 127 OF 368 EXHIBIT "1"

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
CCM	1418	1418	1418	1498	1518	1518	1518	1498	1498	1498	1318	1318	17436
CM - C03													
CM - C04/C05													
CM - C06/C07	1224	484											1708
TOTALS	2642	1902	1418	1498	1518	1518	1518	1498	1498	1498	1318	1318	19144

Sheet 5 of 6

- 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 A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
CCM	1038	1038	660	340									3076
CM - C03													
CM - C04/C05													
CM - C06/C07													
TOTALS	1038	1038	660	340									3076

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 B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: <u>150,391.00</u> (From Exhibit C-3)	Total Dollars: \$ <u>7,372,963.00</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>20,644,296.40</u>

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

TOTAL DIRECT COSTS \$ 675,811.20

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ <u>5,332,954.40</u> (Do not including estimated additional services)	
Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ <u>-</u> (Do not including estimated additional services)	
TOTAL SERVICES BY OTHERS	\$ <u>5,332,954.40</u>

D. ADDITIONAL SERVICES (prime and subconsultants) \$ 3,454,938.00
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) \$ 30,108,000.00

Exhibit F

Scope of Work

**Elgin O'Hare Western Access
Corridor Construction Management Services**

Contract No. I-12-4082

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This project is to provide Phase III engineering services as required for the corridor construction management, construction inspection, and supervision at selected locations, including the I-290 flyover ramps and other miscellaneous construction contracts associated with the Elgin O'Hare Western Access (EOWA) project in DuPage and Cook Counties, Illinois. The EOWA corridor will consist of separate Construction Management (CM) sections. Within each CM section will be individual construction packages. Each CM may provide phase III engineering services for one or more construction packages.

The project also includes Phase III engineering services including construction inspection and supervision for the Elgin O'Hare and I-290 interchange ramp construction which includes construction of two proposed third level flyover ramps. The Consultant will perform on-site inspection, review layout of the contract including design changes, prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway specifications. The Consultant must complete and submit final measurements, calculations and final contract documents to the Tollway no later than six (6) weeks after completion of Punch List for the project. The Consultant must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the ICAPP Manual. All CADD file documents shall be required to contain all record drawing modifications.

The EOWA project consists of upgrading and extending the Elgin O'Hare Expressway between IL 19/Gary Avenue and the O'Hare Western Access for about 10 miles. Between IL 19/Gary Avenue and I-290, the expressway will be widened and upgraded along the existing alignment. East of I-290, extending to the Western Access and the proposed O'Hare West Terminal, Thorndale Avenue will be upgraded to a new full-access controlled expressway. The median will accommodate potential dedicated transit service. To accommodate local traffic circulation, frontage roads are proposed extensively throughout the corridor. Service interchanges will provide access at IL 19, Springinguth Road, Wright Boulevard, Roselle Road, Meacham Road, Rohlwing Road, Park Boulevard, Arlington Heights Road/Prospect Avenue, Wood Dale Road, and IL 83. Access to other intersecting roadways will be provided by a frontage road system. A full-access system interchange will be provided at I-290.

The EOWA project also consists of constructing the O'Hare Western Access, an access controlled Tollway section that will extend from I-90 at the current location of the Des Plaines Oasis to I-294, about 6.2 miles along the western edge of O'Hare Airport. The Western Access Tollway will generally extend southeast along the north edge of Green Street, then cross the Union Pacific Railroad and proceed south, paralleling the east side of the railroad, to a new system connection with I-294 near Grand Avenue. A new bridge that reconnects Taft Road across the Bensenville Yard, linking Franklin Avenue and IL 19 will be constructed, and a full-access system interchange will be provided at I-294. Part of I-294, extending roughly from Grand Avenue south to North Avenue, will be improved to accommodate system ramp connections and lane balance requirements. The proposed median will accommodate potential dedicated transit service north of Thorndale Avenue. System interchanges are proposed at I-90, the Elgin O'Hare Tollway, and I-294. Service interchanges are proposed at IL 72, the proposed O'Hare West Terminal, IL 19, and Green Street/Franklin Street.

II. CONSTRUCTION MANAGEMENT (CM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The CM shall furnish services in accordance with the articles contained in the Authority's CM Manual dated March, 2012, and all applicable Tollway Criteria, Manuals and Bulletins.

Phase III construction management services will be provided for various construction contracts within the corridor, including but not limited to the Elgin O'Hare and I-290 interchange ramp construction which includes construction of two proposed third level flyover ramps.

2. The CM shall screen loads before they are sent to a Clean Construction or Demolition Debris (CCDD) facility using a 10.6 eV Photoionization Detector. The Detector should be provided by the CM.
3. The CM shall include the Design Corridor Manager (DCM) and Design Section Engineer (DSE) as sub-consultants for the review of shop drawings or for responses to inquiries concerning the design and plan interpretation during construction. This scope of work for the DSE's is not included separately.

III. CORRIDOR CONSTRUCTION MANAGEMENT (CCM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The Corridor Construction Manager (CCM) is responsible for all aspects of the construction management, coordinating the efforts of the individual project Construction Managers (CM) and a construction support team. The CCM reports directly to the Tollway Project Manager. The CCM will be responsible for coordination of the construction work for the Tollway. The CCM will provide a project lead that will be the single point of contact for the project and will be responsible for overall management of the project and coordination and management of the various project contracts. The CCM shall regularly coordinate and meet with the project consultants (CMs, CM Upon Request (CUR) consultants, Survey Upon Request (SUR) consultants, Design Corridor Manager (DCM), Land Acquisition consultants, Geotechnical Services Upon Request consultants, Utility Coordination and SUE consultants, other project consultants as necessary) and Tollway Departments (including but not limited to Maintenance and Operations, Tollway Engineering, Business Systems, ITS, Land Acquisition, Communications and Planning).

The tasks to be performed by the CCM shall include but not be limited to the following:

1. Support Tollway's internal decision-making process for scope definition, budget change approval, schedule change approval and quality control.
2. The CCM will assist the Tollway in identifying services required to be performed by other contracts and preparation of associated scopes of work and project schedule documents for such contracts. The CCM will assist in reviewing and coordinating project consultants project reporting. The CCM shall coordinate between various contracts managed by others to ensure that the corridor established schedule is maintained in order to meet project need.
3. The CCM will provide recommendations for contract packaging based upon project priorities and criteria. The DCM will prepare associated exhibits and reports.
4. Coordination and project management of CM contracts. The CCM will be the single point of contact between the Tollway and project consultants and will be responsible for delivery of project contracts through the construction phase in accordance with established Tollway schedules and budget. The CCM scope of work includes coordinating corridor construction issues, maintaining a corridor decision log, ensuring consistency (MOT, Communication, etc.), preparing transmittal memos and letters, chairing corridor wide meetings (eg. Stage Change meetings) and assistance with preparation of Staff Summary Sheets required for changes in project schedule and budget.
5. Attend project meetings including contract preconstruction meetings, preconstruction materials meetings, preconstruction sediment and erosion control meetings, weekly progress meetings and other meetings as required.
6. The CCM will monitor CM/Contractor adherence to Soil and Erosion Control requirements.
7. Coordination of Intergovernmental Agreements and/ or permits with IDOT, Local Agencies, airports and Railroads. The CCM shall be the main single point of contact with the affected agencies and will coordinate with the DCM to ensure that all project related agreements and permits are secured for each construction contract. The CCM shall regularly meet with the affected agencies and coordinate project issues with the Tollway, CMs and other affected parties. The CCM will be the single point of

- contact with IDOT, Local Agencies, airports, railroads and other affected agencies for construction phase activities.
8. Coordination with project stakeholders including; airports, communities, business organizations, general public and other interested parties. The CCM scope of work includes assisting the DCM with coordination of public outreach meetings and regular agency coordination meetings, preparation of corridor exhibits and chairing meetings with interested parties as requested; preparation of project information that can be distributed to interested parties; participation in public meetings including providing project presentations; coordination with Tollway Communications Department and providing corridor information and exhibits. The CCM will prepare exhibits and meet with Local Agencies and IDOT to discuss project impacts to Local and IDOT facilities (including cross road traffic and drainage impacts). The CCM will coordinate with the DCM to maintain a log of permits, agreements, etc. required from IDOT and Local Agencies, railroads and utilities.
 9. The CCM will maintain a corridor design and construction schedule. The CCM will maintain a corridor construction cost estimate. The corridor design and construction schedule will be required to be maintained in Primavera P6 format or latest update. The CCM will review DCM developed schedules and will concur with the schedule or make recommendations for modifications.
 10. Periodic observation of CM activities to verify their knowledge, skill, and ability to achieve the desired results. Provide Tollway PM input after observations.
 11. Provide input toward Contractors Interim Performance Evaluations and Final Performance Evaluation. (ISO P 3040), Submit to Tollway DPM of construction for review and consideration.
 12. Review and approve Authorization to Proceed prior to submittal to C5 committee. Review and approve Change Orders and Extra Work Orders prior to submittal to the Tollway. (ISO P 3080)
 13. Facilitate documentation, tracking and resolution of Contract Dispute Resolution Procedure. (ISO P 3120)
 14. Address all construction issues raised by the Tollway Departments.
 15. Assist the C5 committee in resolving any discrepancies between the contractor's estimates and CM's independent cost estimate in order to reach an agreement.
 16. Assist in the notification of local officials of major, disruptive construction work.
 17. Assist Tollway departments in responding to inquiries from public officials and/or the press.
 18. Promote informal partnering by establishing working relationships between the Contractor, CM, DSE, outside agencies and the Tollway.
 19. Review and make recommendations with respect time extensions of project schedule related to change orders and extra work orders.
 20. The CCM will assist in preparation of Board Meeting materials including review of Board Script information, Board Item summaries, etc.
 21. Track CM process for warranty and submittals.
 22. Develop a corridor earthwork management plan in cooperation with the Design Corridor Manager (DCM) and Tollway.
 23. Documenting lessons learned and providing applicable documentation and direction to CMs.
 24. Public Coordination services including, but not limited to, those associated with the project Local Advisory Committee. The DCM will continue as the lead for the Local Advisory Committee with participation by the CCM as necessary.

25. Diversity and Sustainability Initiatives. The CCM will be required to coordinate with the project CMs and report on corridor performance with respect to DBE/EEO progress and goal attainment, green initiative progress, etc.
26. Administrative support including, but not limited to, preparation of project correspondence, scheduling meetings, preparation of meeting agendas and meeting minutes, Proliance Web Based Management administration and communication.
27. The CCM will be required to utilize the Tollway's Web Based Project Management System for all official project communications.

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

1. Provide bid phase and post design coordination and support.
2. Provide general coordination and oversight of the Construction Project Managers (CPM). Monitor CMs and assist in resolving anticipated field problems.
3. Make recommendations to the Tollway with respect to field changes and other technical field problems.
4. Coordinate and monitor CPMs for consistency between construction sections.
5. Review contract documents and specifications with regard to constructability and consistency between design sections. Coordinate and confirm completion of constructability reviews by CMs.
6. Provide separate constructability reviews from the CM with the objective to ensure consistency between design sections, that the numbers of potential change orders are minimized and the probability of delays and disputes are reduced.
7. Coordinate required revisions identified within the constructability reviews with the DCM.
8. Attend meetings with Tollway and outside agencies for issues that arise during construction.
9. Coordinate and monitor the CMs for consistency between sections by performing on-site internal QA audits of CM's documentation and material inspection for compliance with approved plans and procedures.
10. Coordinate overall construction issues, stages, etc. between adjacent projects.
11. Utilize the Tollway's web-based management software to inform Construction Management Team (CM, CPM & CCM) of resolution of corridor issues.
12. Coordinate and attend monthly construction coordination meetings with project CMs. Document in accordance with Tollway procedures. Schedule and invite meeting attendees and Tollway stakeholders, as required.
13. Quarterly review (minimum) of implementation and construction activities for compliance with approved QNQC plan.
14. Issues NCR's when applicable and monitors the NCR process as it related to their project. Reports investigation and action to prevent reoccurrence to CCM. (F 5070)
15. Assist in coordination and attend all coordination meetings between affected municipalities, utilities and other agencies required for the project.
16. Assist DCM to resolve design issues that arise during construction and communicate resolution to Construction Project Managers.
17. Facilitate and expedite contract closeout to ensure that all work is completed in accordance with the contract documents. Schedule final closeout meeting.

18. Monitor Quality Assurance items such as:
 - a. Monitor NCRs initiated by the Tollway, DSEs, CMs and Contractors for trends that required corrective action initiatives.
 - b. Monitor customer complaints and other customer feedback to identify the need for corrective action initiatives or the opportunity for preventative actions.
 - c. Initiate and monitor preventative action initiatives and report on their status to the Tollway Design Managers. (F 5050)
19. Review warranty materials assembled by the CM and summarize key components for the Tollway.
20. Frequent/Daily Review of CM logs (RFI's, Shop Drawings, PCO's, etc.) for timeliness of response, action and reporting, review response/direction for CM for item closure.
21. Frequent/Daily Review tracking of approved extra work orders relative to approved/submitted pay request versus approved PCO upper limit.
22. Coordinate the scheduling of preconstruction meeting and distribution of the Meeting Agenda (P 1040). Confirm all Tollway Departments and outside agencies with a stake in the project are invited.
23. Assist the CM in coordinating the pre-construction meeting.
24. Responsible for follow-up activities associated with the preconstruction meeting.
25. Maintain knowledge of overall project status as well as impacts of construction on Tollway users and surrounding communities.
26. Monitor CM's activities to confirm tasks set forth in the Tollway Construction Manual are completed.
27. Coordinate responses to RFI's and project submittals.
28. Coordinate and facilitate construction submittal review with Tollway departments. Schedule review meetings with Tollway departments as required expediting approval of critical items.
29. Prioritize and expedite resolution of issues that arise during construction
30. Elevate Lessons Learned issues that arise during construction to the CDM and CCM, whom subsequently inform other design or construction sections.
31. Confirm submittal, review and approve monthly Project Status Reports. Confirm that project binders are updated weekly with weekly reports and logs.
32. Review and monitor CM documentation and material inspection, including Contractor adherence to the Contract DBE and EEO plans.
33. Monitor material inspection and QAQC programs.
34. Monitor the response time for and coordinate consistency of RFI's, submittals and correspondence.
35. Review and approve C5 Authorizations and Change/Extra Work Orders for completeness and accuracy prior to forwarding to the Tollway for processing.
36. Review progress schedules and adherence to the Approved Progress Schedules.
37. Review Value Engineering proposals for feasibility and benefit to the Tollway via written recommendation.
38. Attend weekly coordination and progress meetings with the CM, Contractor and Tollway staff.
39. Perform reviews (as required) of CM internal QA audits for compliance with approved plans.
40. Perform audit duties as requested to satisfy documentation review requirements.
41. Monitor CM and Contractor activities and issues NCRs as required.
42. Monitor CM and Contractor activities for schedule critical path elements.
43. A contingency has been added to the contract in order to allow for potential Corridor Construction Management Services for construction contracts that may be advanced and that are associated with receipt of non-Tollway funding for construction. A

requirement of such funding is that work needs to start within a specific time frame. The Tollway is adding has included contingency funding to the contract to ensure that the Tollway is in a position to receive the funding and manage the construction for any of these projects if they are approved. Contingency funding has also been included to allow for an EOWA corridor project office. The Tollway is continuing to explore opportunities for a project office to allow for a project office to be leased along the EOWA corridor at no cost to contract. Operating expenses for the project office are not anticipated to be provided for no cost and are assumed to be included in the contingency amount included in the contract. Release of contingency for operating expenditures for the project office will be required regardless of whether or not the Tollway will be responsible for lease of the office.

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

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

The Construction Corridor Manager and its subconsultants are precluded from managing and directly supervising work that they are performing under other Tollway contracts. The following shall apply:

The CCM and its subconsultants can perform work on other Tollway projects provided that:

1. The consultant does not serve as the Tollway's project manager overseeing work done by that consultant firm on another Tollway contract - specifically if the consultant reviews progress reports and invoices of a contract that has that consultant as a part of the team.
2. The consultant does not review their own firm's work if that consultant firm is working on another Tollway contract.
3. Any other potential issue that a professional firm, professional individual or the Tollway reasonably determines is inappropriate shall not be allowed to occur.

IV. REQUIRED SUBMITTALS TO THE AUTHORITY

Submittal requirements shall be in accordance with the CM Manual.

V. ITEMS TO BE FURNISHED TO THE CONSTRUCTION MANAGER

In addition to the items to be provided as described in the CM Manual, the following will be supplied:

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

**PROJECT SCHEDULE
Contract No. I-12-4082
Corridor Construction Management and Construction Management Services
Elgin O'Hare Western Access Tollway**

SCHEDULE

1.	Proposal Meeting	January 2013
2.	CM Proposal Submittal	February 1, 2013
3.	CM Proposal Approval	February 8, 2013
4.	Board Award	February 28, 2013
5.	NTP	May 1, 2013
6.	Construction Start Date	July 17, 2013
7.	Construction Contract Completion**	June 30, 2018

**Represents completion of construction for U.S. 20 to IL 83 section, wetland mitigation site and initial O'Hare access ramp from York Road.

See Attachment "A"

Bridge Improvements within Project Limits

**Contract No. I-12-4082
Corridor Construction Management and Construction Management Services
Elgin O'Hare Western Access Tollway**

4039 Elgin O'Hare: U.S. 20 to Meacham Rd/Medinah Rd.						
Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge	Maintenance**
	EB, WB		US 20 ¹	U	Steel	B (IDOT)
	EB, WB		Metra RR ¹	O	Steel	A
	EB, WB		Gary Avenue Ramp	U	Steel	A
	EB, WB		Springinsguth Road and Ramp	O	Steel	A
	EB, WB		IL 19	O	Steel	A
	EB, WB		Rodenberg Road	O	Steel	A
	EB, WB		Wright Boulevard	O	Steel	A
	EB, WB		Mitchell Boulevard	O	Steel	A
	EB, WB		CPRR Spur	O	Concrete	A
	EB, WB		Roselle Road	U	Steel	B (Cook)
	EB, WB		Plum Grove Road	U	Steel	B (Roselle)

4014 Elgin O'Hare: Meacham Rd./Medinah Rd. to Arlington Heights Rd.						
Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge	Maintenance**
	EB, WB		Medinah/Meacham Rd	O	Steel	B(DuPage/Cook Co.)
	Ramp G1		Ramp G7, EO Expy and I-290 ¹	O		B(IDOT)
	EO		Rohlwing Rd	U		B(IDOT)
	Ramp K2		Ramp G3	O		A
	Ramp K1		Ramp G2 and G5	O		A
	WB EO/Ramp K1		I-290 ¹	O		A
	Ramp G5		I-290 and EO Expwy ¹	O		B(IDOT)
	EB EO		I-290 ¹	O		A
	Ramp G3		I-290 ¹	O		A
	Ramp G1		Ramp G7 ¹	O		B(IDOT)
	Ramp G6		Ramp K3 ¹	O		B(IDOT)
	EB, WB		Park Blvd.	O		A
	EB, WB		Arlington Heights Rd.	O		A.
	Rohlwing Rd.		Dry Land Bridge	O		B(IDOT)

4042 Devon Av Bridge Reconst. Park Blvd./Pierce Rd./Ketter Dr.						
Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge	Maintenance**
	EB/WB Devon Av		I-290	O	TBD	B(IDOT, Cook Co.)

4040 Elgin O'Hare: Arlington Heights Rd. to Lively Blvd.						
Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge	Maintenance**
	EB, WB		Prospect Avenue	O	TBD	A
	EB, WB		Salt Creek	O	TBD	A
	EB, WB		Salt Creek Frontage Road	O	Steel	TBD
	EB, WB		Mittel Boulevard	O	TBD	A
	EB, WB		Wood Dale Road	U	TBD	B (DuPage)

4041 Elgin O'Hare: Lively Blvd. to Supreme Dr.						
Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge	Maintenance**
	EB, WB		Lively Boulevard	O	TBD	A
	EB, WB		IL 83	O	TBD	A
	EB, WB		RR Spur	O	TBD	A
	EB, WB		Supreme Drive	O	TBD	A

TBD						
Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge	Maintenance**
	Hook (Ramps Q1, Q5, and Q6)		Over Ramps P1 and P8, West Bypass, RR Tracks, and York Rd.	O		B(DuPage)

- ** 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.
- ¹CM responsibilities

Attachment A

Web-based Project Management System

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

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

The successful consultant must establish broadband Internet connectivity in order to effectively utilize the System (T1 is recommended) and must comply with all work instructions and procedures relating to its use. The consultant must furnish all hardware and software required to effectively utilize the System, including personal computers, peripheral software, virus protection software, System plug-ins, ActiveX installation, firewall configuration and high-speed document scanners. The consultant will be solely responsible for coordination between its subconsultants & 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 having access to the system. A valid e-mail address must be provided prior to training session. The consultant agrees to comply with all terms and conditions associated with use of the web-based project management system.

- 1.0 Consultant shall utilize ISTHA web based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.
- 2.0 Within 14 calendar days of Notice to Proceed , Consultant shall designate a website manager (coordinator) who is to be the point of contact with ISTHA website implementation and support staff.

- 3.0** Consultant is required but not limited to submit the following using the System:
- 3.1 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.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners ¹	
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
Large Format Scanner ¹	Océ TDS610 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Océ TDS810 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Vidar Select P36 Color Scanner or equivalent
Large Format Scanner ¹	Vidar Select MP36 MonochromeScanner 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 -
Attachment "A"

Contract / Section No.	Description	Schedule														
		Start Date	Finish Date	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
W01	US 20 to Roselle	3/15/2014	10/31/2014													
W02	Roselle to Meachem	3/15/2014	12/1/2014													
W03	Noise Walls - US 20 to Roselle	7/17/2013	10/31/2013													
W04	Noise Walls - Roselle to Meachem	7/17/2013	10/31/2013													
C01	Rohlwing Road Overpass	11/22/2013	9/26/2015													
C02	Elgin O'Hare - Meachem to IL 53	3/24/2014	11/1/2015													
C03	NB I-290 WB to Elgin O'Hare	3/15/2014	9/20/2015													
C04/C05	Ramps: EB I-290 to WB Elgin O'Hare, E IL 53 & EB EO to I-290	3/24/2014	11/1/2015													
C06	WB Elgin O'Hare to I-290	3/27/2015	11/1/2016													
C07	EB Elgin O'Hare - IL 53/Rohlwing Rd to Park	3/25/2016	11/1/2017													
C08	Elgin O'Hare - Park to Arlington Hts Rd	3/25/2016	11/1/2017													
C09	Devon Ave Bridge	3/19/2015	11/1/2015													
C10	Park Blvd - Pierce Rd - Ketter Dr	3/29/2014	8/31/2014													
C11	Elgin O'Hare - Arlington Hts to Salt Creek	3/15/2016	11/1/2017													
C14	Maintenance Facility	3/26/2015	11/13/2015													
E01	Elgin O'Hare - Salt Creek to Lively Blvd	3/15/2016	10/1/2017													
E02	Elgin O'Hare - Lively Blvd to IL 83	3/15/2016	12/1/2017													
E03	Elgin O'Hare - IL 83 to East of Supreme Dr	3/15/2018	11/29/2020													
N04	Western Access from York Road	4/1/2017	9/28/2018													
	Wetland Mitigation Site - Lake County															
TL01	Tolling - US 20 to I-290	10/21/2014	8/16/2015													
TL03	Tolling - I-290 to Salt Creek	4/5/2017	10/21/2017													
TL04	Tolling - Salt Creek to IL 83	7/5/2017	7/1/2018													
S01	I-294 @ IL 64 & County Line Rd	3/15/2020	11/1/2021													
S02	Taft Avenue Extension	3/15/2018	11/1/2019													
IN02	Elmhurst Rd/Touhy Ave Interchange	3/15/2017	7/31/2018													
IN01	Elhurst Rd/Oakton St Interchange	3/15/2015	11/1/2015													
N07	Touhy Ave UPRR Grade Separation	4/1/2021	11/1/2022													
S11	Franklin Park Drainage Improvements	3/15/2018	11/1/2019													
TL06	Tolling - I-294 at IL 64	11/1/2020	11/1/2021													
TL07 partial	Tolling - Franklin/Green to I-294 (Use 10% - S02 project)	10/31/2019	11/1/2020													


 CM Services
 CCM Services
 Contingency CCM Services

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>AAA Engineering, Inc.</u></p> <p>Direct Labor \$ 1,023,766.80</p> <p>Direct Costs \$ 38,770.20</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 1,062,537.00</p>	<p>6 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>2 <u>Interra, Inc.</u></p> <p>Direct Labor \$ 733,474.00</p> <p>Direct Costs \$ 74,637.00</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 808,111.00</p>	<p>7 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>3 <u>Metro Strategies, Inc.</u></p> <p>Direct Labor \$ 262,399.20</p> <p>Direct Costs \$ 9,797.50</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 272,196.70</p>	<p>8 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>4 <u>R & G Engineering, LLC</u></p> <p>Direct Labor \$ 3,075,458.40</p> <p>Direct Costs \$ 114,651.30</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 3,190,109.70</p>	<p>9 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>5 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>10 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 5,332,954.40

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 5,332,954.40

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 17.71%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 20.01%

EXHIBIT H
PAGE TWO OF 389

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	6
Direct Labor	Direct Labor
Direct Costs	Direct Costs
Services by Others	Services by Others
Additional Services **	Additional Services **
Total this Subconsultant (ULC)	Total this Subconsultant (ULC)
2	7
Direct Labor	Direct Labor
Direct Costs	Direct Costs
Services by Others	Services by Others
Additional Services **	Additional Services **
Total this Subconsultant (ULC)	Total this Subconsultant (ULC)
3	8
Direct Labor	Direct Labor
Direct Costs	Direct Costs
Services by Others	Services by Others
Additional Services **	Additional Services **
Total this Subconsultant (ULC)	Total this Subconsultant (ULC)
4	9
Direct Labor	Direct Labor
Direct Costs	Direct Costs
Services by Others	Services by Others
Additional Services **	Additional Services **
Total this Subconsultant (ULC)	Total this Subconsultant (ULC)
5	10
Direct Labor	Direct Labor
Direct Costs	Direct Costs
Services by Others	Services by Others
Additional Services **	Additional Services **
Total this Subconsultant (ULC)	Total this Subconsultant (ULC)

EXHIBIT "H"
PAGE 147 OF 369

** Additional services funds require prior authorization before use

Project Number:

I-12-4082

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					
CCM																	
Project Manager					120	200	200	200	200	200	200	200	200	200	200	200	1520
Project Director/QM					18	18	18	18	18	18	18	18	18	18	18	18	144
Project Engineer																	
Documentation & Web Based Mgmt					100	160	160	160	160	160	160	160	160	160	160	160	1220
Project Communications Liason																	
Constructability						60	60	60	60	60	60	60	60	60	60	60	420
CM03																	
Division Director																	
Resident Engineer																	
Assistant Resident Engineer																	
Inspector																	
Survey																	
CM04/05																	
Division Director																	
Documentation Tech																	
Field Engineer																	
Inspector																	
Survey																	
TOTALS					238	438	438	438	438	438	438	438	438	438	438	438	3304

Sheet 1 of 9

- 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"
 148 of 387

I-12-4082

Project Number:

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		
CCM	200	200	200	220	220	220	220	220	220	220	220	220	220	2580
Project Manager	18	18	18	18	18	18	18	18	18	18	18	18	18	216
Project Director/QM														
Project Engineer	180	180	200	220	220	220	220	220	220	220	220	220	220	2380
Documentation & Web Based Mgmt	100	100	100	130	130	130	130	130	130	130	130	130	130	1470
Project Communications Liason	40													40
Constructability														
CM03														
Division Director			4	4	4	4	4	4	4	4	4	4	4	40
Resident Engineer			180	180	180	180	180	180	180	180	180	180	180	1800
Assistant Resident Engineer			160	160	160	160	160	160	160	160	160	160	160	1600
Inspector			140	160	160	160	160	160	160	160	160	160	160	1580
Survey			40	24	20	20	20	20	20	20	20	20	20	224
CM04/05														
Division Director			3	3	3	3	3	3	3	3	3	3	3	33
Documentation Tech			80	160	180	180	180	180	180	180	180	180	180	1780
Field Engineer			80	80	160	160	160	160	160	160	160	160	160	1600
Inspector			80	160	160	180	180	180	180	180	180	180	180	1780
Survey			60	60	60	60	60	60	60	60	60	60	60	630
TOTALS	538	1001	1685	1839	1895	1895	1895	1875	1875	1835	1825	1815	1815	19973

Sheet 2 of 9

- 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

PAGE 149 OF 389 EXHIBIT "I"

Project Number:

I-12-4082

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				
CCM																
Project Manager	200	200	200	220	220	220	220	220	220	220	220	220	220	220	220	2580
Project Director/QM	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	216
Project Engineer	200	200	200	220	220	220	220	220	220	220	220	220	220	220	220	2580
Documentation & Web Based Mgmt	180	180	180	180	200	200	200	200	180	180	180	180	180	180	180	2240
Project Communications Liason	100	100	100	130	130	130	130	130	130	130	130	130	130	130	130	1470
Constructability																
CM03																
Division Director	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	44
Resident Engineer	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	2000
Assistant Resident Engineer	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	1700
Inspector	160	80	80	60	40	40	40	40	40	40	40	40	40	40	40	420
Survey	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	200
CM04/05																
Division Director	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	46
Documentation Tech	120	160	160	160	180	180	180	180	180	180	180	180	180	180	80	1740
Field Engineer	120	160	160	160	160	160	160	160	160	160	160	160	160	160	40	1600
Inspector	120	160	160	160	180	180	180	180	180	180	180	180	180	180	80	1740
Survey	40	40	40	60	60	60	60	60	60	60	60	60	60	60	60	540
TOTALS	1626	1666	1666	1736	1776	1736	1756	1736	1716	1676	1255	771	19116			

Sheet 3 of 9

- 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

Notes:

PAGE 150 OF 367 EXHIBIT "1"

Project Number:

I-12-4082

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				
CCM																
Project Manager	200	200	200	220	220	220	220	220	220	220	200	200	200	200	200	2540
Project Director/QM	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	216
Project Engineer	200	200	220	220	220	220	220	220	220	220	220	220	220	220	200	2580
Documentation & Web Based Mgmt	180	180	180	180	200	200	200	200	180	180	180	180	180	180	180	2240
Project Communications Liason	100	100	100	130	130	130	130	130	130	130	130	130	130	130	130	1470
Constructability																
CM03																
Division Director																
Resident Engineer																
Assistant Resident Engineer																
Inspector																
Survey																
CM04/05																
Division Director																
Documentation Tech																
Field Engineer																
Inspector																
Survey																
TOTALS	698	698	718	768	788	788	788	788	788	768	748	728	728	748	728	9046

Sheet 5 of 9

- 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

Notes:

PAGE 152 OF 368 EXHIBIT "1"

Project Number:

I-12-4082

Consultant: V3 Companies

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
CCM																
Project Manager	200	200	200	220	220	220	220	220	220	220	200	200	200	200	2540	
Project Director/QM	18	18	18	18	18	18	18	18	18	18	18	18	18	18	216	
Project Engineer	200	200	200	200	200	200	200	200	200	200	200	200	200	200	2400	
Documentation & Web Based Mgmt	180	180	180	180	200	200	200	180	180	180	180	180	180	180	2220	
Project Communications Liason	100	100	100	100	100	100	100	100	100	100					1000	
Constructability																
CM03																
Division Director																
Resident Engineer																
Assistant Resident Engineer																
Inspector																
Survey																
CM04/05																
Division Director																
Documentation Tech																
Field Engineer																
Inspector																
Survey																
TOTALS	698	698	698	718	738	738	738	718	718	718	598	598	598	598	8376	

- 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

Notes: PAGE

EXHIBIT "1"
154 OF 369

Project Number:

I-12-4082

Consultant: V3 Companies

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
CCM															
Project Manager	200	200	180	180											760
Project Director/QM	18	18													36
Project Engineer															
Documentation & Web Based Mgmt	180	180													360
Project Communications Liason															
Constructability															
CM03															
Division Director															
Resident Engineer															
Assistant Resident Engineer															
Inspector															
Survey															
CM04/05															
Division Director															
Documentation Tech															
Field Engineer															
Inspector															
Survey															
TOTALS	398	398	180	180											1156

Sheet 9 of 9

- 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

PAGE 156 OF 307 EXHIBIT "1"

Project No. I-12-4082

Consultant: V3 Companies

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 75,421.00
(From Exhibit C-3)

Total Dollars: \$ 3,746,888.00
(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)

2.80

DIRECT REGULAR SALARY TIMES MULTIPLIER

\$ 10,491,286.40

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

TOTAL DIRECT COSTS \$ 304,277.20

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)

\$ 10,795,563.60

EXHIBIT "I"
PAGE 157 OF 368

Date: 1/25/2013

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. OT?
Administration I	Thomas Jedlicka	11.30	23.35	YES
	Beth Jedlicka	17.25		YES
	Janet Burbey	19.20		YES
	Lesley Richardson	19.25		YES
	Anthony Lapinski	20.00		YES
	Rachelle Reavis	21.90		YES
	Michelle Wandahovich	23.36		YES
	Jane Donnelly	25.10		YES
	Dawn Hannigan	25.60		YES
	Donna Allspach	26.00		YES
	Kevin Bobikiewicz	27.90		YES
	Shannon Coan	29.40		YES
	Jodi Rana	30.29		YES
	Kathy Jo Fyten	30.40		YES
Administration III	Michael Held	34.60	39.60	NO
	Sean Sheehan	44.60		NO
Senior Administration	Lori Woody	39.90	43.13	NO
	Stephanie Lindemann	41.00		NO
	John Wiora	48.50		NO
Construction Administrator	Victoria De Paulo	24.00	34.17	YES
	Michael Tamme	37.00		YES
	Jeanne Kagel	41.50		YES
Construction Technician II	Jace Deets	25.50	27.25	YES
	Michael Fitzgerald	29.00		YES
Construction Technician III	Timothy Carter	32.80	34.12	YES
	Jamison Cullen	34.30		YES
	Cheryl Ludwig	34.50		YES
	Sean Ludwig	34.50		YES
	Michael Wallin	34.50		YES
Estimating Technician	Thomas Kemp	20.30	20.30	YES
Operations Director	Ronald Graf	51.00	51.00	NO
Senior Estimator	Thomas Foster	43.00	43.00	NO

Sheet 1 of 6

* 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 "1"
PAGE 158 OF 387

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?
Design Technician III	Nitin Shah	25.75	28.76	YES
	Hitesh Shah	28.80		YES
	David Pung	29.00		YES
	Deborah Boor	29.10		YES
	Vijay Shah	29.10		YES
	Barbra Dykes	30.80		YES
Division Director	Christopher Bartosz	57.00	65.33	NO
	Keith Oswald	62.10		NO
	Michael Famiglietti	64.50		NO
	Theodore Feenstra Jr.	64.50		NO
	Gregory Wolterstorff	64.50		NO
	Edward Fitch	70.00		NO
	David Heslinga	70.00		NO
	Tomas Valaitis	70.00		NO
Engineer I	Daniel Free	26.50	26.71	NO
	Joseph Hallak	26.50		NO
	Schylar Hect	26.50		NO
	Benjamin Hert	26.50		NO
	Matthew Kirby	26.50		NO
	Matthew Nickels	26.50		NO
	Joseph Westerbeke	26.50		NO
	Steven Kranenborg	27.10		NO
	Carl Schwarzer	27.80		NO
	Engineer II	Andrew McDonald		28.00
Anne Zhang		28.00	NO	
Katelyn Gierut		28.50	NO	
Steven andick		28.50	NO	
Field Ecologist I	Andrea Erber	18.70	18.90	YES
	Derek Pellicci	19.10		YES
Field Ecologist II	Peter Cappellini	18.70	21.85	YES
	David Thilges	25.00		YES

Sheet 2 of 6

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

- 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.
- Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.
- Use as many sheets as necessary to show classifications.

EXHIBIT C-1
PAGE 159 OF 367

Date: 1/25/2013

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible For Prem. O/T?
Engineer III	Elliott Van Stelle	30.20	31.44	NO
	Claudio Fazio	31.00		NO
	Matthew Champine	31.20		NO
	Byron Kutz	31.30		NO
	Lauren Montero	31.50		NO
	Scott Rodseth	31.80		NO
	Jacob Bauer	32.00		NO
	Elora Ibay	32.50		NO
Principal	Thomas Slowinski	66.40	68.84	NO
	Stuart Dykstra	67.80		NO
	Louis Gallucci	70.00		NO
	Patrick Kennedy	70.00		NO
	Robin Petroelje	70.00		NO
Project Engineer I	Marcin Iwanicki	31.70	34.43	NO
	Christopher Hanchett	32.10		NO
	Jacob Mudde	32.80		NO
	Matthew Brolley	33.20		NO
	Daren Ellefson	33.30		NO
	Edward Benesh Jr.	34.00		NO
	Ryan Wagner	34.30		NO
	Amit Pathak	35.60		NO
	Carrie Pintar	37.30		NO
	Jennifer Leden	40.00		NO
Project Engineer II	Daniel Sherman	38.20	39.26	NO
	Jason Holy	38.50		NO
	Benjamin Stammers	38.80		NO
	Victoria Sykes	38.80		NO
	Geroncio Valencia	42.00		NO
Project Surveyor II	Milana Penicka	24.30	25.00	NO
	Svetlana Koleva	25.70		NO
Project Surveyor III	Steven Past	28.60	28.60	NO

Sheet 3 of 6

* 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: 1/25/2013

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	Margaret Martin	31.20	37.85	NO
	Walter Levernier	34.20		NO
	Margie Lathrop	38.70		NO
	Rachael Berthiaume	39.00		NO
	Keith Jones	39.30		NO
	Eric Delva	40.87		NO
	Andrew Uttan	41.70		NO
Project Manager I	Bryan Rieger	43.50	47.88	NO
	Bradley Prischman	46.00		NO
	Heidi Voirol	44.80		NO
	Peter Reinhofer	48.08		NO
	Michael Rechterik	57.00		NO
Project Manager II	Laura Shafer	44.00	45.00	NO
	Jennifer Maercklein	46.00		NO
Resident Construction Manager I	Paul Grassly	38.00	40.15	NO
	Dharmesh Patel	42.30		NO
Resident Construction Manager II	Humayun Saeed	45.30	46.77	NO
	George Malek	47.00		NO
	Eric Borgman	48.00		NO
Resident Engineer I	Pablo Martinez	35.50	41.57	NO
	Christopher Hoffman	40.00		NO
	Richard Kipp	41.00		NO
	Jeffrey Garth	43.00		NO
	Peter Sathissarat	43.00		NO
	Megan Benetatos	43.50		NO
	Martha Ybarra	45.00		NO
Resident Engineer II	Beth Rahe	52.80	52.80	NO
Scientist I	Alicia Metzger	23.50	23.50	YES
Scientist III	Kristine Wright	28.10	28.10	NO
Senior Construction Technician	Lisa Macek	33.50	33.50	YES
	Larry Mitchell	33.50		YES

Sheet 4 of 6

* 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
PAGE 161 OF 367

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible For Prem. O/T?
Senior Project Engineer	Christopher Burke	44.00	44.00	NO
Senior Project Manager	Scott Brejcha	39.80	51.37	NO
	Gerald Kwiatkowski	43.80		NO
	Anthony Strickland	45.60		NO
	Craig McCammack	45.70		NO
	George Milner	48.80		NO
	Dianna Johnson	49.00		NO
	Charles Bartosz	51.00		NO
	Grant Van Bortel	51.00		NO
	Derrick Martin	54.50		NO
	Keith Butkus	59.25		NO
	John Brown	59.70		NO
	Dwayne Gillian	59.70		NO
	Christian Smith	60.00		NO
Senior Project Manager - Const. Eng.	Matthew Powers	54.60	59.37	NO
	Edward Herlihy Jr.	56.20		NO
	Peter Stukas	67.30		NO
Senior Project Manager - Transport & Mun	Jeffery Kline	59.40	64.58	NO
	Vincent DelMedico	59.80		NO
	Philip Maloney	63.40		NO
	Eric Lindemann	67.30		NO
	William Vegrzyn	67.60		NO
	George Schober	70.00		NO
Superintendent	Bradley Millis	23.50	40.69	YES
	John Dombrowski	48.08		NO
	Scott Johnston	50.50		YES
Survey Crew	Steven Arnold	28.60	28.60	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.

EXHIBIT "1"
PAGE 162 OF 387

Project No.: 1-12-4082

Consultant: V3 Companies

Date: 1/25/2013

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 NO. OF MONTHS
 SCHEDULED START DATE: 5/1/2013
 RAISE DATE: 1/1/2014
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR

Date	Date	Date	Date	Date	Date	Date	Date
5/1/2013 - 12/31/2013	1/1/2014 - 12/31/2014	1/1/2015 - 12/31/2015	1/1/2016 - 12/31/2016	1/1/2017 - 12/31/2017	1/1/2018 - 4/30/2018		
8.0	12.0	12.0	12.0	12.0	4.0		
60.0	60.0	60.0	60.0	60.0	60.0		
13.33%	20.60%	21.22%	21.85%	22.51%	7.73%		
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: 107.24%

PAGE 164 OF 368 EXHIBIT "1"

Project No.: I-12-4082

Consultant: V3 Companies

Date: 1/25/2013

Total Escalation Factor from C-2: 107.24%

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)
CCM				
Senior Project Manager	\$59.37	\$63.67	12,520.00	\$ 797,148.00
Division Director	\$65.33	\$70.00	1,044.00	\$ 73,080.00
Resident Construction Manager II	\$46.77	\$50.16	9,940.00	\$ 498,590.00
Project Engineer I	\$34.43	\$36.92	10,500.00	\$ 387,660.00
Resident Construction Manager II	\$46.77	\$50.16	5,410.00	\$ 271,366.00
Principal	\$68.84	\$70.00	460.00	\$ 32,200.00
CM - C03				
Division Director	\$65.33	\$70.00	84.00	\$ 5,880.00
Senior Project Manager - Const. Eng.	\$59.37	\$63.67	3,800.00	\$ 241,946.00
Resident Engineer I	\$41.57	\$44.58	3,300.00	\$ 147,114.00
Construction Technician III	\$34.12	\$36.59	2,000.00	\$ 73,180.00
Survey Crew	\$28.60	\$30.67	424.00	\$ 13,004.00
CM - C04/C05				
Division Director	\$65.33	\$70.00	79.00	\$ 5,530.00
Construction Technician III	\$34.12	\$36.59	3,520.00	\$ 128,797.00
Engineer III	\$31.44	\$33.72	3,200.00	\$ 107,904.00
Construction Technician III	\$34.12	\$36.59	3,520.00	\$ 128,797.00
Survey Crew	\$28.60	\$30.67	1,170.00	\$ 35,884.00
CM - C06/C07				
Division Director	\$65.33	\$70.00	100.00	\$ 7,000.00
Senior Project Manager - Const. Eng.	\$59.37	\$63.67	5,000.00	\$ 318,350.00
Resident Engineer II	\$52.80	\$56.63	4,700.00	\$ 266,161.00
Resident Engineer I	\$41.57	\$44.58	4,650.00	\$ 207,297.00

Total Estimated Work Hours: 75,421.00 (Page 1)
Must Match Exhibit A

(Page 1) Total Direct Labor: \$ 3,746,888.00

(Page 1) Average Hourly Rate: \$ 49.68

(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"
PAGE 165 OF 369

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate	<u>\$ 45.00</u>	X	<u>5,440</u>		<u>\$ 244,800.00</u>
	Includes Tolls		No. of Days		

Mileage	<u>\$ 0.565</u>	X	<u>3,000</u>		<u>\$ 1,695.00</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>\$ 246,495.00</u>
------------------------------------	--	--	--	--	----------------------

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

\$ 39,364.20

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 Fees

Rubber Stamps

Envelopes

Binders

Folders

Job Boxes

Exhibit Boards

Adhesives for Exhibits

EXHIBIT "I"
PAGE 166 OF 3167

Date Revised 04/09/12 **TOTAL ITEMIZED DIRECT COSTS**

\$ 15,000.00

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	170.00	\$18.30	\$ 3,111.00
Survey Crew	20.00	\$15.34	\$ 307.00

TOTAL PREMIUM OVERTIME \$ 3,418.00

(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. Actual Cost based on
firm policy
Shift Differential

**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-12-4082

Consultant: V3 Companies

EXHIBIT E - KEY PROJECT PERSONNEL

Project Manager: Peter Stukas

Classification: Senior Project Manager - Const. Eng.

Project Director/QM: Tomas Valaitis

Classification: Division Director

Documentation & Web Mgmt: Jennifer Leden

Classification: Project Engineer I

Constructability: Louis Gallucci

Classification: Principal

Resident Engineer: Edward Herlihy Jr.

Classification: Senior Project Manager - Const. Eng.

Asst. Resident Engineer: Martha Ybarra

Classification: Resident Engineer I

Documentation Technician: Cheryl Ludwig

Classification: Construction Technician III

Survey Manager: Christopher Bartosz

Classification: Division Director

Field Engineer/Inspector: Michael Wallin

Classification: Construction Technician III

Field Engineer/Inspector: Jamison Cullen

Classification: Construction Technician III

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

Attach resumes of all key personnel

EXHIBIT "E" Sheet 1 of 2
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Project No. I-12-4082

Consultant: V3 Companies

EXHIBIT E - KEY PROJECT PERSONNEL

Field Engineer/Inspector: Sean Ludwig

Classification: Construction Technician III

Field Engineer/Inspector: Richard Kipp

Classification: Resident Engineer I

Field Engineer/Inspector: Carrie Pintar

Classification: Project Engineer I

Field Engineer/Inspector: _____

Classification: _____

Resident Engineer: _____

Classification: _____

Asst. Resident Engineer: _____

Classification: _____

Documentation Technician: _____

Classification: _____

Survey Manager: _____

Classification: _____

Field Engineer/Inspector: _____

Classification: _____

Field Engineer/Inspector: _____

Classification: _____

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

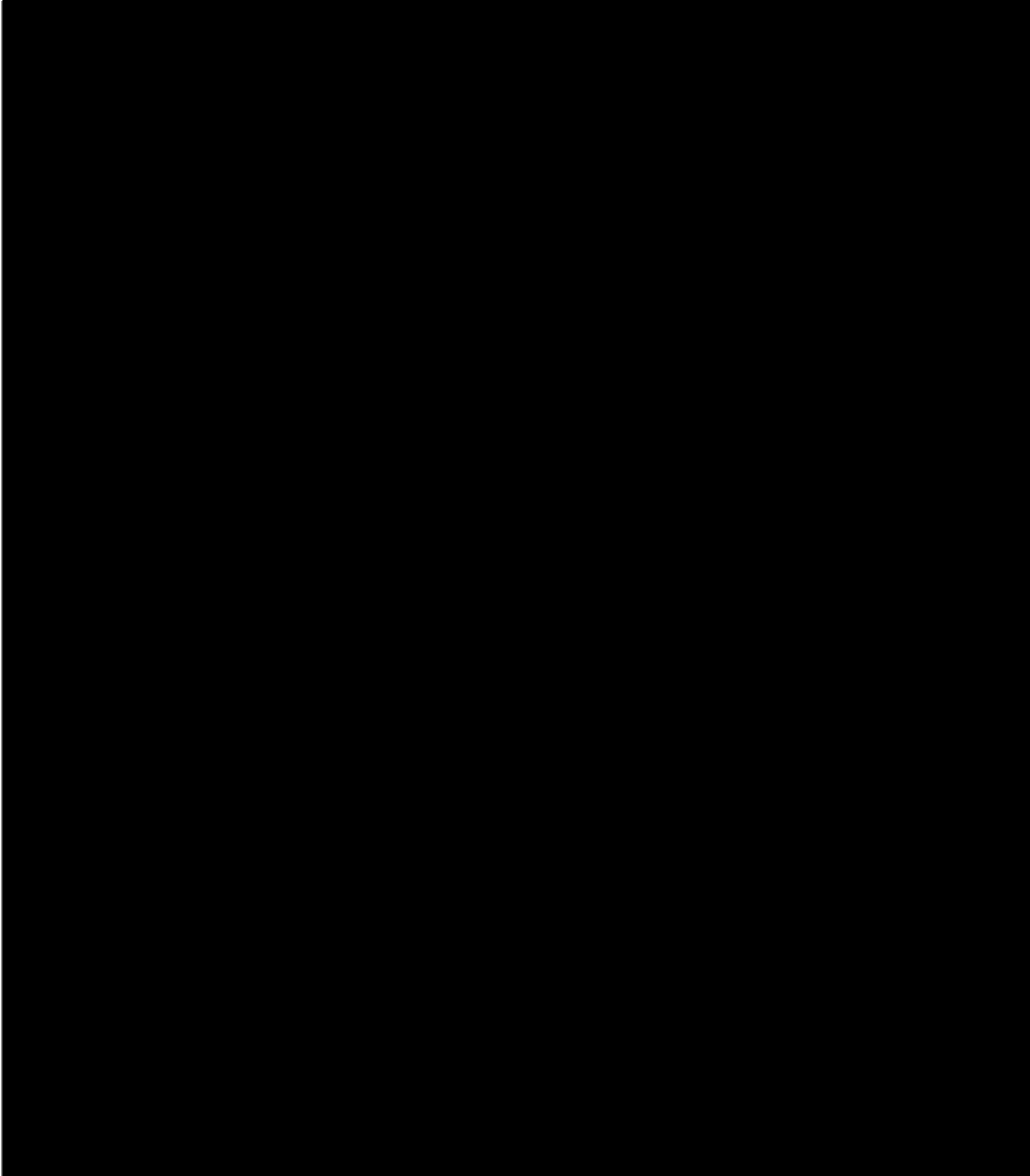
Attach resumes of all key personnel



Peter Stukas, P.E.
Role : Corridor Construction Manager



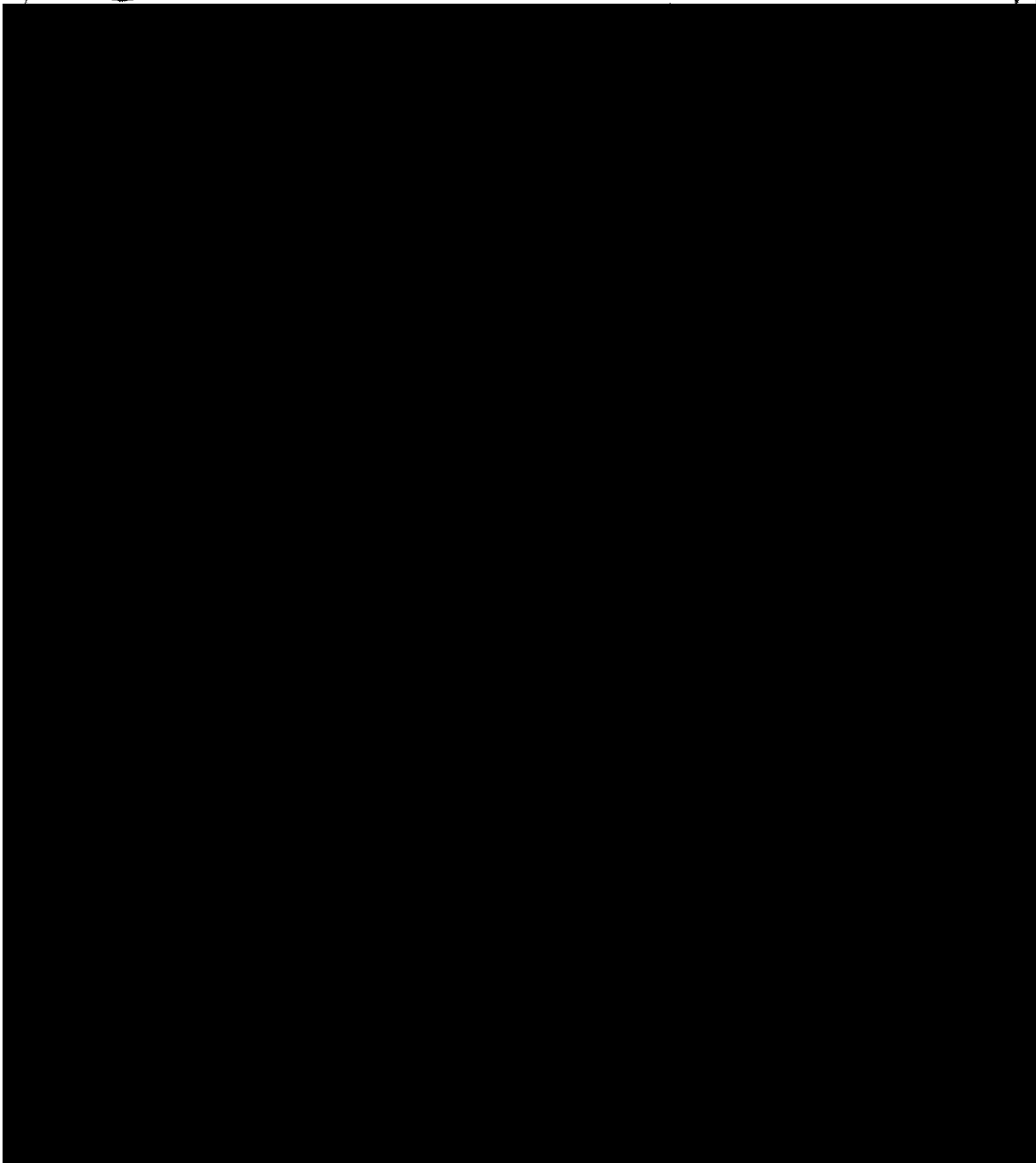
Peter Stukas, P.E.
Role : Corridor Construction Manager





Tomas Valaitis, P.E.

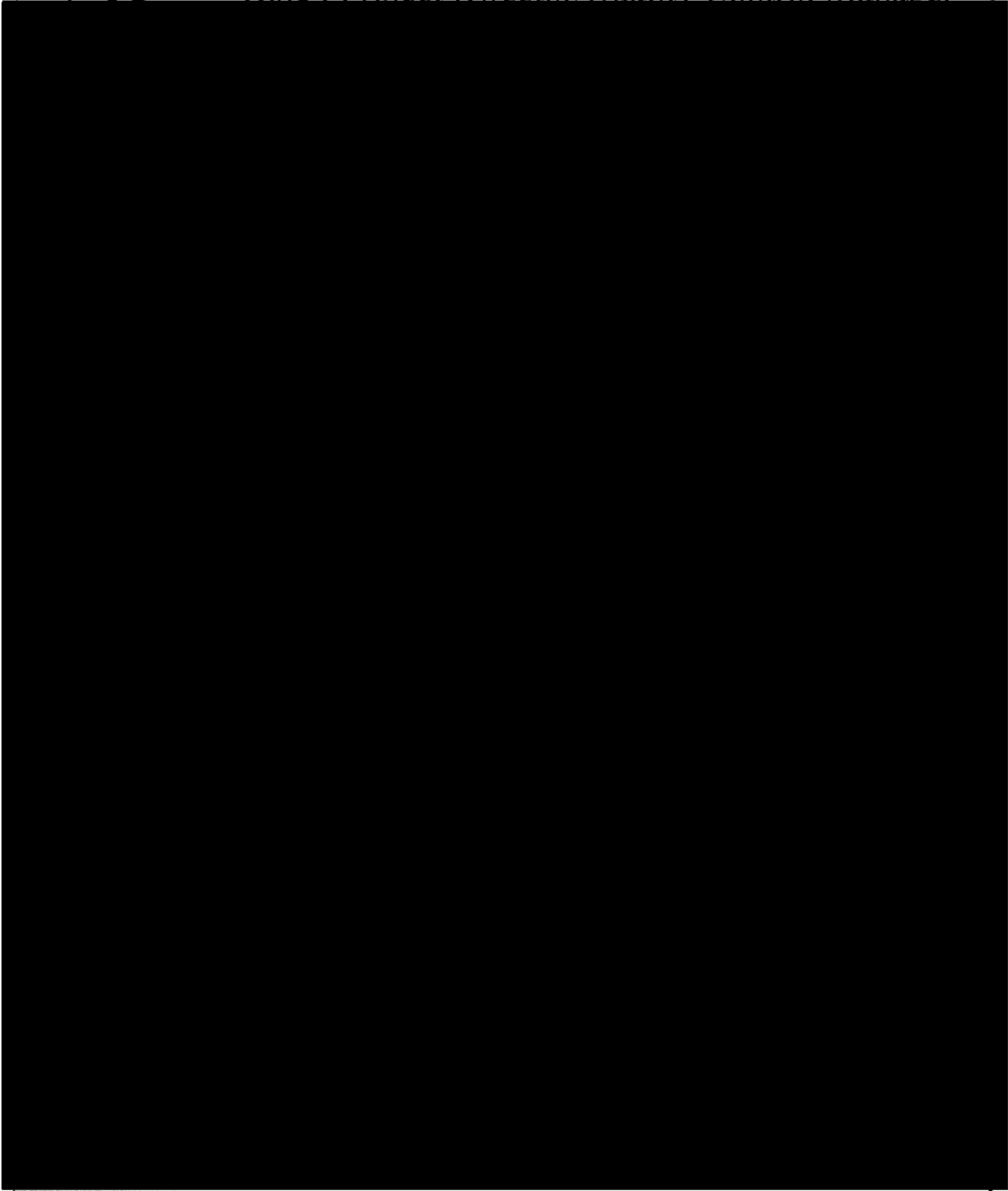
Role : Project Director/Quality Control Manager





Tomas Valaitis, P.E.

Role : Project Director/Quality Control Manager



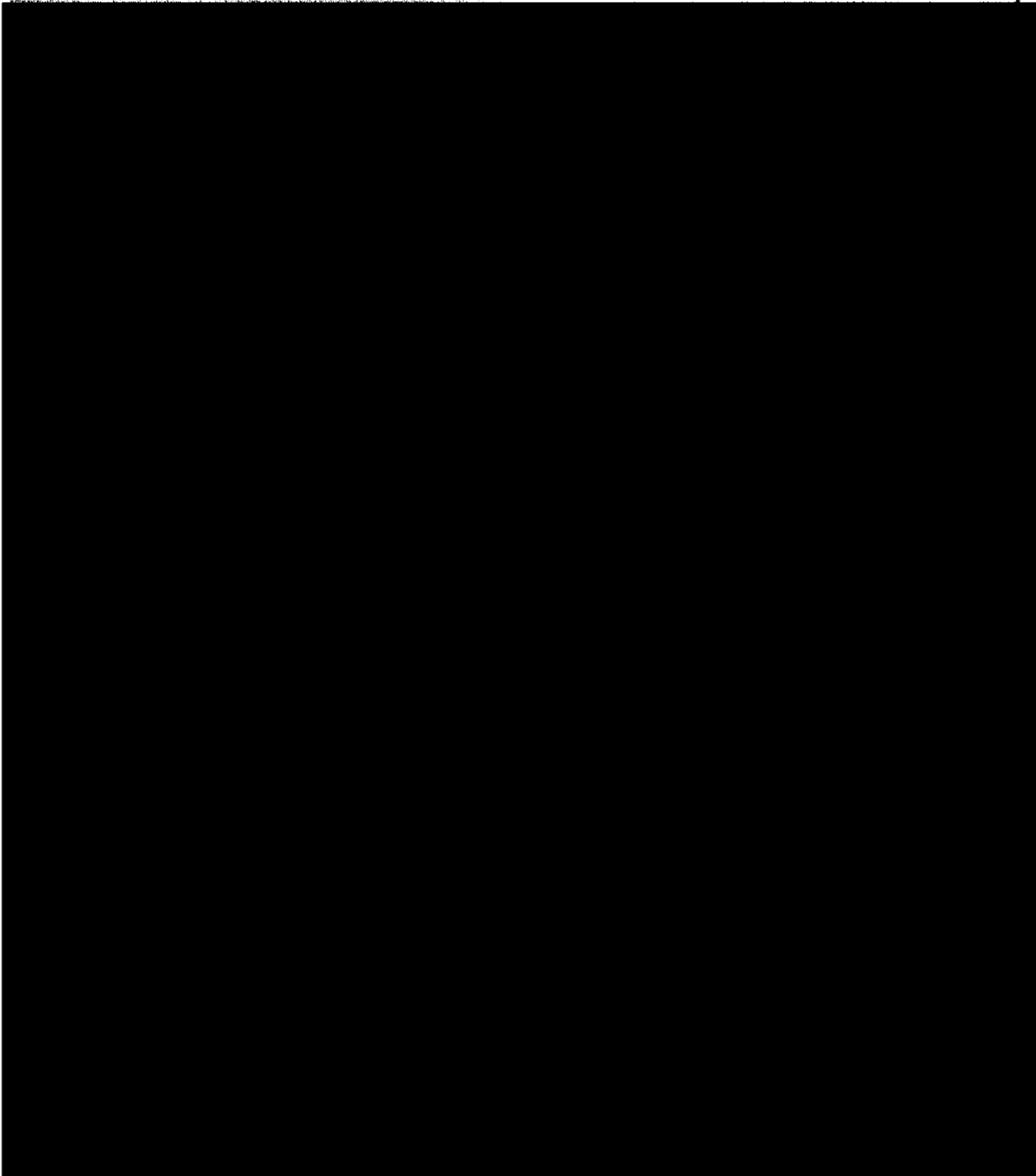


Tomas Valaitis, P.E.

Role : Project Director/Quality Control Manager



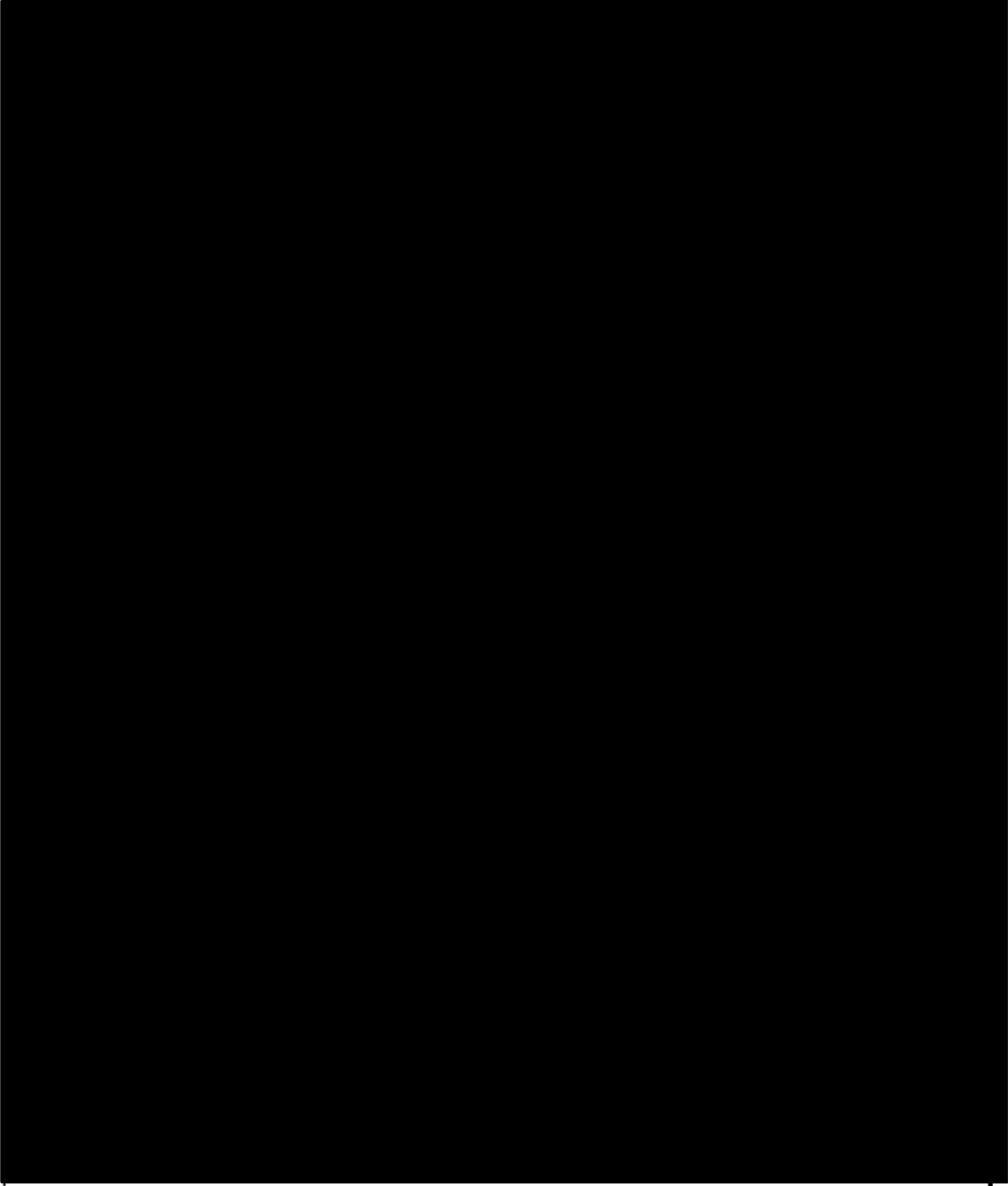
Jennifer Leden, E.I.T.
Role: Web Based Project Manager





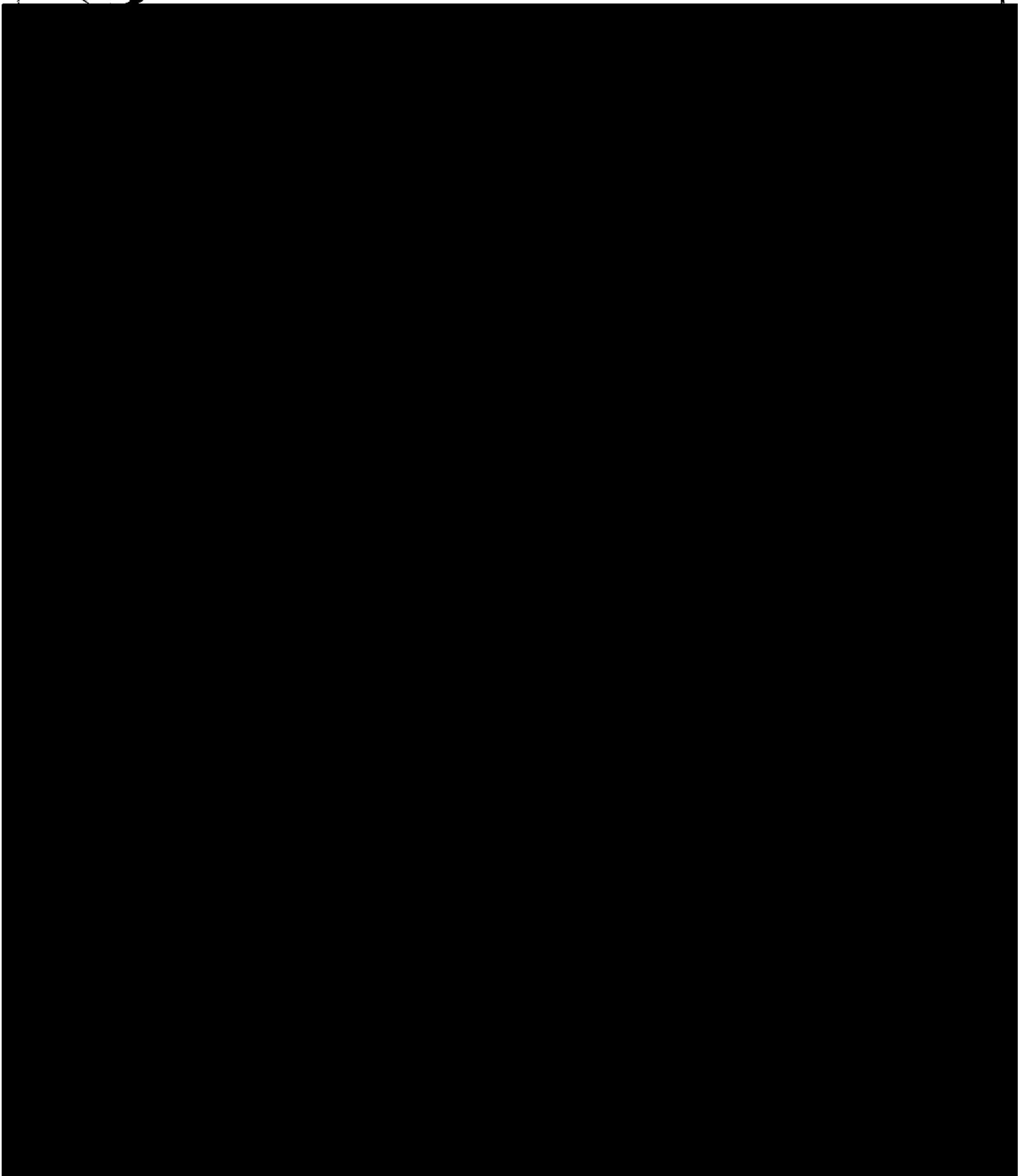
Louis Gallucci, P.E.

Role : Constructability & M.O.T. Staging Engineer





Edward Herlihy Jr., P.E.
Role: Resident Liaison Engineer





Edward Herlihy Jr., P.E.
Role: Resident Liaison Engineer



Martha Ybarra
Assistant Resident Engineer



Martha Ybarra
Assistant Resident Engineer



Martha Ybarra
Assistant Resident Engineer



Cheryl Ludwig
Role: Document Technician



Christopher Bartosz, PLS

Role : Survey



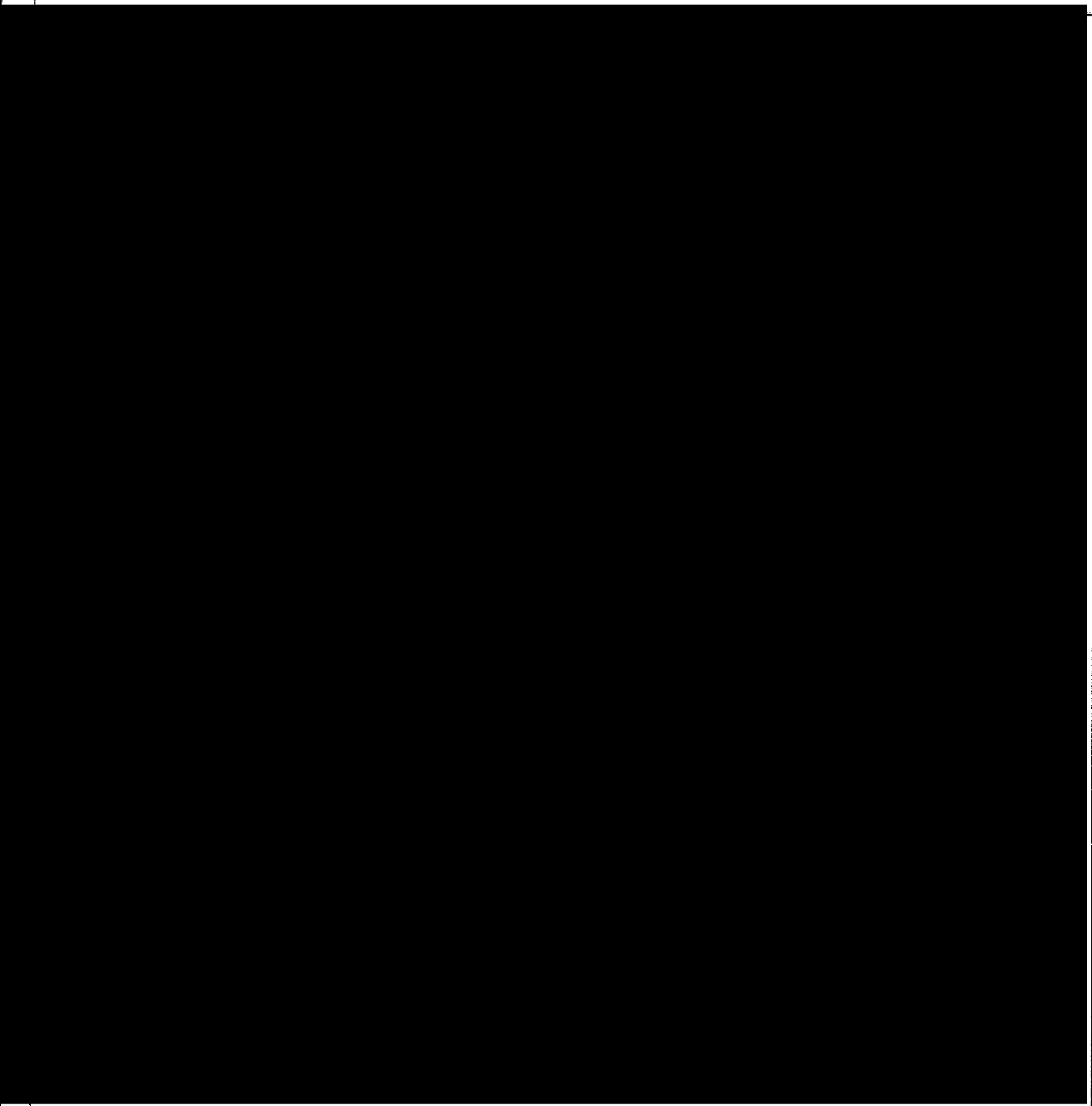
Michael Wallin

Role : Field Engineer/Inspector



Michael Wallin

Role : Field Engineer/Inspector





Jamison Cullen, CST III
Role : Field Engineer/Inspector



Jamison Cullen, CST III
Role : Field Engineer/Inspector

EXHIBIT "1"
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Sean Ludwig
Role: Field Engineer/Inspector



Sean Ludwig
Role: Field Engineer/Inspector



Richard Kipp, P.E., LEED AP

Role : Field Engineer/Inspector



Carrie Pintar, P.E., CFM, CPESC
Role: Erosion Control & Sediment Management

V3 Companies
Contract No. I-12-4082

Substitution Explanation

The following personnel were presented as proposed staff in the Statement of Interest for which do not appear within this proposal.

Beth Rahe: There is a limited number of CM assignments, and with the timing of those assignments, we do not anticipate the need for this role to be provided by V3.

Larry Mitchell: There is a limited number of CM assignments, and with the timing of those assignments, we do not anticipate the need for this role to be provided by V3. This role will be filled by TY Lin personnel.

Exhibit F

Scope of Work

**Elgin O'Hare Western Access
Corridor Construction Management Services**

Contract No. I-12-4082

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This project is to provide Phase III engineering services as required for the corridor construction management, construction inspection, and supervision at selected locations, including the I-290 flyover ramps and other miscellaneous construction contracts associated with the Elgin O'Hare Western Access (EOWA) project in DuPage and Cook Counties, Illinois. The EOWA corridor will consist of separate Construction Management (CM) sections. Within each CM section will be individual construction packages. Each CM may provide phase III engineering services for one or more construction packages.

The project also includes Phase III engineering services including construction inspection and supervision for the Elgin O'Hare and I-290 interchange ramp construction which includes construction of two proposed third level flyover ramps. The Consultant will perform on-site inspection, review layout of the contract including design changes, prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway specifications. The Consultant must complete and submit final measurements, calculations and final contract documents to the Tollway no later than six (6) weeks after completion of Punch List for the project. The Consultant must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the ICAPP Manual. All CADD file documents shall be required to contain all record drawing modifications.

The EOWA project consists of upgrading and extending the Elgin O'Hare Expressway between IL 19/Gary Avenue and the O'Hare Western Access for about 10 miles. Between IL 19/Gary Avenue and I-290, the expressway will be widened and upgraded along the existing alignment. East of I-290, extending to the Western Access and the proposed O'Hare West Terminal, Thorndale Avenue will be upgraded to a new full-access controlled expressway. The median will accommodate potential dedicated transit service. To accommodate local traffic circulation, frontage roads are proposed extensively throughout the corridor. Service interchanges will provide access at IL 19, Springinsguth Road, Wright Boulevard, Roselle Road, Meacham Road, Rohlwing Road, Park Boulevard, Arlington Heights Road/Prospect Avenue, Wood Dale Road, and IL 83. Access to other intersecting roadways will be provided by a frontage road system. A full-access system interchange will be provided at I-290.

The EOWA project also consists of constructing the O'Hare Western Access, an access controlled Tollway section that will extend from I-90 at the current location of the Des Plaines Oasis to I-294, about 6.2 miles along the western edge of O'Hare Airport. The Western Access Tollway will generally extend southeast along the north edge of Green Street, then cross the Union Pacific Railroad and proceed south, paralleling the east side of the railroad, to a new system connection with I-294 near Grand Avenue. A new bridge that reconnects Taft Road across the Bensenville Yard, linking Franklin Avenue and IL 19 will be constructed, and a full-access system interchange will be provided at I-294. Part of I-294, extending roughly from Grand Avenue south to North Avenue, will be improved to accommodate system ramp connections and lane balance requirements. The proposed median will accommodate potential dedicated transit service north of Thorndale Avenue. System interchanges are proposed at I-90, the Elgin O'Hare Tollway, and I-294. Service interchanges are proposed at IL 72, the proposed O'Hare West Terminal, IL 19, and Green Street/Franklin Street.

II. CONSTRUCTION MANAGEMENT (CM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The CM shall furnish services in accordance with the articles contained in the Authority's CM Manual dated March, 2012, and all applicable Tollway Criteria, Manuals and Bulletins.

Phase III construction management services will be provided for various construction contracts within the corridor, including but not limited to the Elgin O'Hare and I-290 interchange ramp construction which includes construction of two proposed third level flyover ramps.

2. The CM shall screen loads before they are sent to a Clean Construction or Demolition Debris (CCDD) facility using a 10.6 eV Photoionization Detector. The Detector should be provided by the CM.
3. The CM shall include the Design Corridor Manager (DCM) and Design Section Engineer (DSE) as sub-consultants for the review of shop drawings or for responses to inquiries concerning the design and plan interpretation during construction. This scope of work for the DSE's is not included separately.

III. CORRIDOR CONSTRUCTION MANAGEMENT (CCM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The Corridor Construction Manager (CCM) is responsible for all aspects of the construction management, coordinating the efforts of the individual project Construction Managers (CM) and a construction support team. The CCM reports directly to the Tollway Project Manager. The CCM will be responsible for coordination of the construction work for the Tollway. The CCM will provide a project lead that will be the single point of contact for the project and will be responsible for overall management of the project and coordination and management of the various project contracts. The CCM shall regularly coordinate and meet with the project consultants (CMs, CM Upon Request (CUR) consultants, Survey Upon Request (SUR) consultants, Design Corridor Manager (DCM), Land Acquisition consultants, Geotechnical Services Upon Request consultants, Utility Coordination and SUE consultants, other project consultants as necessary) and Tollway Departments (including but not limited to Maintenance and Operations, Tollway Engineering, Business Systems, ITS, Land Acquisition, Communications and Planning).

The tasks to be performed by the CCM shall include but not be limited to the following:

1. Support Tollway's internal decision-making process for scope definition, budget change approval, schedule change approval and quality control.
2. The CCM will assist the Tollway in identifying services required to be performed by other contracts and preparation of associated scopes of work and project schedule documents for such contracts. The CCM will assist in reviewing and coordinating project consultants project reporting. The CCM shall coordinate between various contracts managed by others to ensure that the corridor established schedule is maintained in order to meet project need.
3. The CCM will provide recommendations for contract packaging based upon project priorities and criteria. The DCM will prepare associated exhibits and reports.
4. Coordination and project management of CM contracts. The CCM will be the single point of contact between the Tollway and project consultants and will be responsible for delivery of project contracts through the construction phase in accordance with established Tollway schedules and budget. The CCM scope of work includes coordinating corridor construction issues, maintaining a corridor decision log, ensuring consistency (MOT, Communication, etc.), preparing transmittal memos and letters, chairing corridor wide meetings (eg. Stage Change meetings) and assistance with preparation of Staff Summary Sheets required for changes in project schedule and budget.
5. Attend project meetings including contract preconstruction meetings, preconstruction materials meetings, preconstruction sediment and erosion control meetings, weekly progress meetings and other meetings as required.
6. The CCM will monitor CM/Contractor adherence to Soil and Erosion Control requirements.
7. Coordination of Intergovernmental Agreements and/ or permits with IDOT, Local Agencies, airports and Railroads. The CCM shall be the main single point of contact with the affected agencies and will coordinate with the DCM to ensure that all project related agreements and permits are secured for each construction contract. The CCM shall regularly meet with the affected agencies and coordinate project issues with the Tollway, CMs and other affected parties. The CCM will be the single point of

- contact with IDOT, Local Agencies, airports, railroads and other affected agencies for construction phase activities.
8. Coordination with project stakeholders including; airports, communities, business organizations, general public and other interested parties. The CCM scope of work includes assisting the DCM with coordination of public outreach meetings and regular agency coordination meetings, preparation of corridor exhibits and chairing meetings with interested parties as requested; preparation of project information that can be distributed to interested parties; participation in public meetings including providing project presentations; coordination with Tollway Communications Department and providing corridor information and exhibits. The CCM will prepare exhibits and meet with Local Agencies and IDOT to discuss project impacts to Local and IDOT facilities (including cross road traffic and drainage impacts). The CCM will coordinate with the DCM to maintain a log of permits, agreements, etc. required from IDOT and Local Agencies, railroads and utilities.
 9. The CCM will maintain a corridor design and construction schedule. The CCM will maintain a corridor construction cost estimate. The corridor design and construction schedule will be required to be maintained in Primavera P6 format or latest update. The CCM will review DCM developed schedules and will concur with the schedule or make recommendations for modifications.
 10. Periodic observation of CM activities to verify their knowledge, skill, and ability to achieve the desired results. Provide Tollway PM input after observations.
 11. Provide input toward Contractors Interim Performance Evaluations and Final Performance Evaluation. (ISO P 3040), Submit to Tollway DPM of construction for review and consideration.
 12. Review and approve Authorization to Proceed prior to submittal to C5 committee. Review and approve Change Orders and Extra Work Orders prior to submittal to the Tollway. (ISO P 3080)
 13. Facilitate documentation, tracking and resolution of Contract Dispute Resolution Procedure. (ISO P 3120)
 14. Address all construction issues raised by the Tollway Departments.
 15. Assist the C5 committee in resolving any discrepancies between the contractor's estimates and CM's independent cost estimate in order to reach an agreement.
 16. Assist in the notification of local officials of major, disruptive construction work.
 17. Assist Tollway departments in responding to inquiries from public officials and/or the press.
 18. Promote informal partnering by establishing working relationships between the Contractor, CM, DSE, outside agencies and the Tollway.
 19. Review and make recommendations with respect time extensions of project schedule related to change orders and extra work orders.
 20. The CCM will assist in preparation of Board Meeting materials including review of Board Script information, Board Item summaries, etc.
 21. Track CM process for warranty and submittals.
 22. Develop a corridor earthwork management plan in cooperation with the Design Corridor Manager (DCM) and Tollway.
 23. Documenting lessons learned and providing applicable documentation and direction to CMs.
 24. Public Coordination services including, but not limited to, those associated with the project Local Advisory Committee. The DCM will continue as the lead for the Local Advisory Committee with participation by the CCM as necessary.

25. Diversity and Sustainability Initiatives. The CCM will be required to coordinate with the project CMs and report on corridor performance with respect to DBE/EEO progress and goal attainment, green initiative progress, etc.
26. Administrative support including, but not limited to, preparation of project correspondence, scheduling meetings, preparation of meeting agendas and meeting minutes, Proliance Web Based Management administration and communication.
27. The CCM will be required to utilize the Tollway's Web Based Project Management System for all official project communications.

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

1. Provide bid phase and post design coordination and support.
2. Provide general coordination and oversight of the Construction Project Managers (CPM). Monitor CMs and assist in resolving anticipated field problems.
3. Make recommendations to the Tollway with respect to field changes and other technical field problems.
4. Coordinate and monitor CPMs for consistency between construction sections.
5. Review contract documents and specifications with regard to constructability and consistency between design sections. Coordinate and confirm completion of constructability reviews by CMs.
6. Provide separate constructability reviews from the CM with the objective to ensure consistency between design sections, that the numbers of potential change orders are minimized and the probability of delays and disputes are reduced.
7. Coordinate required revisions identified within the constructability reviews with the DCM.
8. Attend meetings with Tollway and outside agencies for issues that arise during construction.
9. Coordinate and monitor the CMs for consistency between sections by performing on-site internal QA audits of CM's documentation and material inspection for compliance with approved plans and procedures.
10. Coordinate overall construction issues, stages, etc. between adjacent projects.
11. Utilize the Tollway's web-based management software to inform Construction Management Team (CM, CPM & CCM) of resolution of corridor issues.
12. Coordinate and attend monthly construction coordination meetings with project CMs. Document in accordance with Tollway procedures. Schedule and invite meeting attendees and Tollway stakeholders, as required.
13. Quarterly review (minimum) of implementation and construction activities for compliance with approved QNQC plan.
14. Issues NCR's when applicable and monitors the NCR process as it related to their project. Reports investigation and action to prevent reoccurrence to CCM. (F 5070)
15. Assist in coordination and attend all coordination meetings between affected municipalities, utilities and other agencies required for the project.
16. Assist DCM to resolve design issues that arise during construction and communicate resolution to Construction Project Managers.
17. Facilitate and expedite contract closeout to ensure that all work is completed in accordance with the contract documents. Schedule final closeout meeting.

18. Monitor Quality Assurance items such as:
 - a. Monitor NCRs initiated by the Tollway, DSEs, CMs and Contractors for trends that required corrective action initiatives.
 - b. Monitor customer complaints and other customer feedback to identify the need for corrective action initiatives or the opportunity for preventative actions.
 - c. Initiate and monitor preventative action initiatives and report on their status to the Tollway Design Managers. (F 5050)
19. Review warranty materials assembled by the CM and summarize key components for the Tollway.
20. Frequent/Daily Review of CM logs (RFI's, Shop Drawings, PCO's, etc.) for timeliness of response, action and reporting, review response/direction for CM for item closure.
21. Frequent/Daily Review tracking of approved extra work orders relative to approved/submitted pay request versus approved PCO upper limit.
22. Coordinate the scheduling of preconstruction meeting and distribution of the Meeting Agenda (P 1040). Confirm all Tollway Departments and outside agencies with a stake in the project are invited.
23. Assist the CM in coordinating the pre-construction meeting.
24. Responsible for follow-up activities associated with the preconstruction meeting.
25. Maintain knowledge of overall project status as well as impacts of construction on Tollway users and surrounding communities.
26. Monitor CM's activities to confirm tasks set forth in the Tollway Construction Manual are completed.
27. Coordinate responses to RFI's and project submittals.
28. Coordinate and facilitate construction submittal review with Tollway departments. Schedule review meetings with Tollway departments as required expediting approval of critical items.
29. Prioritize and expedite resolution of issues that arise during construction
30. Elevate Lessons Learned issues that arise during construction to the CDM and CCM, whom subsequently inform other design or construction sections.
31. Confirm submittal, review and approve monthly Project Status Reports. Confirm that project binders are updated weekly with weekly reports and logs.
32. Review and monitor CM documentation and material inspection, including Contractor adherence to the Contract DBE and EEO plans.
33. Monitor material inspection and QAQC programs.
34. Monitor the response time for and coordinate consistency of RFI's, submittals and correspondence.
35. Review and approve C5 Authorizations and Change/Extra Work Orders for completeness and accuracy prior to forwarding to the Tollway for processing.
36. Review progress schedules and adherence to the Approved Progress Schedules.
37. Review Value Engineering proposals for feasibility and benefit to the Tollway via written recommendation.
38. Attend weekly coordination and progress meetings with the CM, Contractor and Tollway staff.
39. Perform reviews (as required) of CM internal QA audits for compliance with approved plans.
40. Perform audit duties as requested to satisfy documentation review requirements.
41. Monitor CM and Contractor activities and issues NCRs as required.
42. Monitor CM and Contractor activities for schedule critical path elements.
43. A contingency has been added to the contract in order to allow for potential Corridor Construction Management Services for construction contracts that may be advanced and that are associated with receipt of non-Tollway funding for construction. A

requirement of such funding is that work needs to start within a specific time frame. The Tollway is adding has included contingency funding to the contract to ensure that the Tollway is in a position to receive the funding and manage the construction for any of these projects if they are approved. Contingency funding has also been included to allow for an EOWA corridor project office. The Tollway is continuing to explore opportunities for a project office to allow for a project office to be leased along the EOWA corridor at no cost to contract. Operating expenses for the project office are not anticipated to be provided for no cost and are assumed to be included in the contingency amount included in the contract. Release of contingency for operating expenditures for the project office will be required regardless of whether or not the Tollway will be responsible for lease of the office.

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

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

The Construction Corridor Manager and its subconsultants are precluded from managing and directly supervising work that they are performing under other Tollway contracts. The following shall apply:

The CCM and its subconsultants can perform work on other Tollway projects provided that:

1. The consultant does not serve as the Tollway's project manager overseeing work done by that consultant firm on another Tollway contract - specifically if the consultant reviews progress reports and invoices of a contract that has that consultant as a part of the team.
2. The consultant does not review their own firm's work if that consultant firm is working on another Tollway contract.
3. Any other potential issue that a professional firm, professional individual or the Tollway reasonably determines is inappropriate shall not be allowed to occur.

IV. REQUIRED SUBMITTALS TO THE AUTHORITY

Submittal requirements shall be in accordance with the CM Manual.

V. ITEMS TO BE FURNISHED TO THE CONSTRUCTION MANAGER

In addition to the items to be provided as described in the CM Manual, the following will be supplied:

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

PROJECT SCHEDULE
Contract No. I-12-4082
Corridor Construction Management and Construction Management Services
Elgin O'Hare Western Access Tollway

SCHEDULE

1.	Proposal Meeting	January 2013
2.	CM Proposal Submittal	February 1, 2013
3.	CM Proposal Approval	February 8, 2013
4.	Board Award	February 28, 2013
5.	NTP	May 1, 2013
6.	Construction Start Date	July 17, 2013
7.	Construction Contract Completion**	June 30, 2018

**Represents completion of construction for U.S. 20 to IL 83 section, wetland mitigation site and initial O'Hare access ramp from York Road.

See Attachment "A"

Bridge Improvements within Project Limits

**Contract No. I-12-4082
Corridor Construction Management and Construction Management Services
Elgin O'Hare Western Access Tollway**

4039 Elgin O'Hare: U.S. 20 to Meacham Rd/Medinah Rd.						
Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge	Maintenance**
	EB, WB		US 20 ¹	U	Steel	B (IDOT)
	EB, WB		Metra RR ¹	O	Steel	A
	EB, WB		Gary Avenue Ramp	U	Steel	A
	EB, WB		Springinsguth Road and Ramp	O	Steel	A
	EB, WB		IL 19	O	Steel	A
	EB, WB		Rodenberg Road	O	Steel	A
	EB, WB		Wright Boulevard	O	Steel	A
	EB, WB		Mitchell Boulevard	O	Steel	A
	EB, WB		CPRR Spur	O	Concrete	A
	EB, WB		Roselle Road	U	Steel	B (Cook)
	EB, WB		Plum Grove Road	U	Steel	B (Roselle)

4014 Elgin O'Hare: Meacham Rd/Medinah Rd. to Arlington Heights Rd.						
Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge	Maintenance**
	EB, WB		Medinah/Meacham Rd	O	Steel	B(DuPage/Cook Co.)
	Ramp G1		Ramp G7, EO Expy and I-290 ¹	O		B(IDOT)
	EO		Rohlwing Rd	U		B(IDOT)
	Ramp K2		Ramp G3	O		A
	Ramp K1		Ramp G2 and G5	O		A
	WB EO/Ramp K1		I-290 ¹	O		A
	Ramp G5		I-290 and EO Expwy ¹	O		B(IDOT)
	EB EO		I-290 ¹	O		A
	Ramp G3		I-290 ¹	O		A
	Ramp G1		Ramp G7 ¹	O		B(IDOT)
	Ramp G6		Ramp K3 ¹	O		B(IDOT)
	EB, WB		Park Blvd.	O		A
	EB, WB		Arlington Heights Rd.	O		A.
	Rohlwing Rd.		Dry Land Bridge	O		B(IDOT)

4042 Devon Av Bridge Reconst. Park Blvd./Pierce Rd./Ketter Dr.						
Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge	Maintenance**
	EB/WB Devon Av		I-290	O	TBD	B (IDOT, Cook Co.)

4040 Elgin O'Hare: Arlington Heights Rd. to Lively Blvd.						
Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge	Maintenance**
	EB, WB		Prospect Avenue	O	TBD	A
	EB, WB		Salt Creek	O	TBD	A
	EB, WB		Salt Creek Frontage Road	O	Steel	TBD
	EB, WB		Mittel Boulevard	O	TBD	A
	EB, WB		Wood Dale Road	U	TBD	B (DuPage)

4041 Elgin O'Hare: Lively Blvd. to Supreme Dr.						
Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge	Maintenance**
	EB, WB		Lively Boulevard	O	TBD	A
	EB, WB		IL 83	O	TBD	A
	EB, WB		RR Spur	O	TBD	A
	EB, WB		Supreme Drive	O	TBD	A

TBD						
Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge	Maintenance**
	Hook (Ramps Q1, Q5, and Q6)		Over Ramps P1 and P8, West Bypass, RR Tracks, and York Rd.	O		B (DuPage)

- ** 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.
- ¹CM responsibilities

Attachment A

Web-based Project Management System

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

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

The successful consultant must establish broadband Internet connectivity in order to effectively utilize the System (T1 is recommended) and must comply with all work instructions and procedures relating to its use. The consultant must furnish all hardware and software required to effectively utilize the System, including personal computers, peripheral software, virus protection software, System plug-ins, ActiveX installation, firewall configuration and high-speed document scanners. The consultant will be solely responsible for coordination between its subconsultants & 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 having access to the system. A valid e-mail address must be provided prior to training session. The consultant agrees to comply with all terms and conditions associated with use of the web-based project management system.

- 1.0 Consultant shall utilize ISTHA web based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.
- 2.0 Within 14 calendar days of Notice to Proceed , Consultant shall designate a website manager (coordinator) who is to be the point of contact with ISTHA website implementation and support staff.

- 3.0** Consultant is required but not limited to submit the following using the System:
- 3.1 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.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners ¹	
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
Large Format Scanner ¹	Océ TDS610 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Océ TDS810 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Vidar Select P36 Color Scanner or equivalent
Large Format Scanner ¹	Vidar Select MP36 MonochromeScanner 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 -
Attachment "A"

Contract / Section No.	Description	Schedule														
		Start Date	Finish Date	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
W01	US 20 to Roselle	3/15/2014	10/31/2014													
W02	Rosselle to Meachem	3/15/2014	12/1/2014													
W03	Noise Walls - US 20 to Roselle	7/17/2013	10/31/2013													
W04	Noise Walls - Roselle to Meachem	7/17/2013	10/31/2013													
C01	Rohlwing Road Overpass	11/22/2013	9/26/2015													
C02	Elgin O'Hare - Meachem to IL 53	3/24/2014	11/1/2015													
C03	NB I-290 WB to Elgin O'Hare	3/15/2014	9/20/2015													
C04/C05	Ramps: EB I-290 to WB Elgin O'Hare, E. IL 53 & EB EO to I-290	3/24/2014	11/1/2015													
C06	WB Elgin O'Hare to I-290	3/27/2015	11/1/2016													
C07	EB Elgin O'Hare - IL 53/Rohlwing Rd to Park	3/25/2016	11/1/2017													
C08	Elgin O'Hare - Park to Arlington Hts Rd	3/25/2016	11/1/2017													
C09	Devon Ave Bridge	3/19/2015	11/1/2015													
C10	Park Blvd - Pierce Rd - Ketter Dr	3/29/2014	8/31/2014													
C11	Elgin O'Hare - Arlington Hts to Salt Creek	3/15/2016	11/1/2017													
C14	Maintenance Facility	3/26/2015	11/13/2015													
E01	Elgin O'Hare - Salt Creek to Lively Blvd	3/15/2016	10/1/2017													
E02	Elgin O'Hare - Lively Blvd to IL 83	3/15/2016	12/1/2017													
E03	Elgin O'Hare - IL 83 to East of Supreme Dr	3/15/2018	11/29/2020													
N04	Western Access from York Road	4/1/2017	9/28/2018													
	Wetland Mitigation Site - Lake County															
TL01	Tolling - US 20 to I-290	10/21/2014	8/16/2015													
TL03	Tolling - I-290 to Salt Creek	4/5/2017	10/21/2017													
TL04	Tolling - Salt Creek to IL 83	7/5/2017	7/1/2018													
S01	I-294 @ IL 64 & County Line Rd	3/15/2020	11/1/2021													
S02	Taft Avenue Extension	3/15/2018	11/1/2019													
IN02	Elmhurst Rd/Touhy Ave Interchange	3/15/2017	7/31/2018													
IN01	Elhurst Rd/Dakton St Interchange	3/15/2015	11/1/2015													
N07	Touhy Ave UPRR Grade Separation	4/1/2021	11/1/2022													
S11	Franklin Park Drainage Improvements	3/15/2018	11/1/2019													
TL06	Tolling - I-294 at IL 64	11/1/2020	11/1/2021													
TL07 partial	Tolling - Franklin/Green to I-294 (Use 10% - S02 project)	10/31/2019	11/1/2020													

-  CM Services
-  CCM Services
-  Contingency CCM Services

EXHIBIT G
CURRENT OBLIGATIONS FOR PROJECT
I-12-4082
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	\$180,000	02/28/2013
RCMA 11012	Residential Concrete and Miscellaneous (RCMA) -- CDOT	\$3,797,863	\$1,100,000	03/01/2013
US Route 30 (Construction) 10086	Construction Engineering - US Route 30 -- IDOT District 1	\$9,918,624	\$450,000	11/01/2013
US Route 30 (Design) 11176	Phase II Design Engineering - US Route 30 Grade Separation -- IDOT District 1	\$906,635	\$115,000	02/24/2013
Airport Road / I-55 10178	Phase I Engineering - Airport Road / I-55 -- Village of Romeoville	\$1,389,764	\$450,000	12/01/2013
UP North Line 09178	Construction Engineering - Metra UP North Line -- Metra	\$4,000,000	\$2,800,000	11/01/2014
Quentin Road 12056	Construction Engineering - Quentin Road @ US 12/Rand Road - Lake County	\$700,000	\$700,000	06/01/2013
Willow Road	Construction Engineering -- Willow Road -- IDOT	\$3,000,000	\$3,000,000	04/15/2015
Various Sewer Construction	City of Chicago Department of Water Management	\$770,000	\$770,000	12/01/2013
Washington Street	Construction Engineering -- Cedar Lake Rd to Hainesville Rd Lake County	\$774,000	\$774,000	12/01/2013
I-90 DCM/DSE 12087	Phase II Design Engineering Jane Adams Memorial Tollway PSB 11-4	\$8,470,000	\$6,500,000	03/01/2015
TOTAL		\$35,850,027	\$16,839,000	

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

** Additional services funds require prior authorization before use

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

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: 210 OF 389

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: \$ 367

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

Project Number:

I-12-4082

Consultant: TY Lin International Great Lakes, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2013												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
CCM															
Implementation Engineer					120	160	160	160	160	160	160	160	160	160	1240
Asst. Implementation Engineer															
Project Control (Scheduler)															
Project Engineer															
CM 03															
Materials Engineer															
Field Engineer															
Documentation Eng.															
CM 04/05															
Resident Engineer															
Asst. Resident Engineer															
Materials Engineer															
CM 06/07															
Materials Engineer															
Materials Engineer															
Field Engineer															
Inspector															
TOTALS					120	160	160	160	160	160	160	160	160	160	1240

PAGE 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

24 of 26

Project Number: I-12-4082

Consultant: TY Lin International Great Lakes, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2014												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
CCM															
Implementation Engineer	160	175	180	180	200	200	200	200	200	200	180	180	180	180	2255
Asst. Implementation Engineer			180	180	200	200	200	200	200	200	180	180	180	180	1920
Project Control (Scheduler)		160	160	180	180	180	180	180	180	180	180	180	180	180	1940
Project Engineer			180	180	200	200	200	200	200	200	180	180	180	180	1920
CM 03															
Materials Engineer			160	160	160	160	160	180	180	180	160	160	160	160	1640
Field Engineer				160	160	160	160	180	180	180	160	160	160	160	1480
Documentation Eng.			160	160	160	160	160	160	160	160	160	160	160	160	1600
CM 04/05															
Resident Engineer			80	160	160	180	180	180	180	180	160	160	160	160	1600
Asst. Resident Engineer					160	160	160	160	160	160	160	160	160	160	1280
Materials Engineer					160	160	160	160	160	160	160	160	160	160	1280
CM 06/07															
Materials Engineer															
Materials Engineer															
Field Engineer															
Inspector															
TOTALS	160	335	1100	1360	1740	1760	1760	1800	1800	1740	1680	1680	1680	1680	16915

Sheet 2 of 6

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

PAGE

EXHIBIT A
215 of 267

Revised 04/09/12

Project Number:

I-12-4082

Consultant: TY Lin International Great Lakes, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
CCM															
Implementation Engineer	180	180	180	200	200	200	200	200	200	200	180	180	180	180	2300
Asst. Implementation Engineer	180	180	180	200	200	200	200	200	200	200	180	180	180	180	2300
Project Control (Scheduler)	180	180	180	180	180	180	180	180	180	180	180	180	180	180	2160
Project Engineer	180	180	180	200	200	200	200	200	200	200	180	180	180	180	2300
CM 03															
Materials Engineer	160	160	160	160	180	180	180	180	160	160	160	160	160	160	2000
Field Engineer	160	160	160	160	175	180	180	180	160	160	160	160	160	160	1995
Documentation Eng.	160	160	160	160	160	160	160	160	160	160	160	160	160	160	1920
CM 04/05															
Resident Engineer	160	160	160	160	160	180	180	180	160	160	160	160	160	160	1940
Asst. Resident Engineer	160	160	160	160	160	160	160	160	160	160	40	40	40	40	1600
Materials Engineer	160	160	160	160	160	160	160	160	160	160	80	80	80	80	1680
CM 06/07															
Materials Engineer				160	180	180	200	200	180	180	180	180	180	180	1820
Materials Engineer				160	180	180	200	200	180	180	180	180	180	180	1820
Field Engineer				160	180	180	180	180	180	180	180	180	165	160	1745
Inspector				160	180	180	180	180	180	180	180	180	180	180	1760
TOTALS	1680	1680	2320	2460	2495	2520	2560	2560	2460	2420	2185	2000	2000	2185	27340

Sheet 3 of 6

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

PAGE

EXHIBIT A
216 of 367

Revised 04/09/12

Project Number: I-12-4082

Consultant: TY Lin International Great Lakes, 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				
CCM																
Implementation Engineer	180	180	180	200	200	200	200	200	200	200	200	200	180	180	180	2300
Asst. Implementation Engineer	180	180	180	200	200	200	200	200	200	200	200	200	180	180	180	2300
Project Control (Scheduler)	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	2160
Project Engineer	180	180	180	200	200	200	200	200	200	200	200	200	180	180	180	2300
CM 03																
Materials Engineer																
Field Engineer																
Documentation Eng.																
CM 04/05																
Resident Engineer	60															60
Asst. Resident Engineer																
Materials Engineer																
CM 06/07																
Materials Engineer	180	180	180	180	180	200	200	200	180	180	180	180	180	180	180	2220
Materials Engineer	180	180	180	180	180	200	200	200	180	180	180	180	180	180	180	2220
Field Engineer	160	160	180	180	180	180	180	180	180	180	180	180	160	160	160	2100
Inspector	175	180	180	180	180	180	180	180	180	180	180	180	180	180	180	2155
TOTALS	1475	1420	1440	1500	1500	1540	1540	1540	1500	1500	1500	1500	1440	1440	1420	17815

Notes:
PAGE

- 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

Sheet 4 of 6

EXHIBIT A
217 of 367
e Revised 04/09/12

Project Number:

I-12-4082

Consultant: TY Lin International Great Lakes, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
CCM															
Implementation Engineer	180	180	180	200	200	200	200	200	200	200	180	180	180	2300	
Asst. Implementation Engineer	180	180	180	200	200	200	200	200	200	200	180	180	180	2300	
Project Control (Scheduler)	180	180	180	180	180	180	180	180	180	180	180	180	180	2160	
Project Engineer	180	180	180	200	200	200	200	200	200	200	180	180	180	2300	
CM 03															
Materials Engineer															
Field Engineer															
Documentation Eng.															
CM 04/05															
Resident Engineer															
Asst. Resident Engineer															
Materials Engineer															
CM 06/07															
Materials Engineer	180													180	
Materials Engineer	180													180	
Field Engineer	160													160	
Inspector	160													160	
TOTALS	1400	720	720	780	780	780	780	780	780	780	720	720	720	9740	

Sheet 5 of 6

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

Notes:

PAGE

EXHIBIT "1"
218 OF 367

Date Revised 04/09/12

Project Number:

I-12-4082

Consultant: TY Lin International Great Lakes, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
CCM															
Implementation Engineer	160	160	160	160											640
Asst. Implementation Engineer	160	160	160												480
Project Control (Scheduler)	160	160													320
Project Engineer	160	160	160												480
CM 03															
Materials Engineer															
Field Engineer															
Documentation Eng.															
CM 04/05															
Resident Engineer															
Asst. Resident Engineer															
Materials Engineer															
CM 06/07															
Materials Engineer															
Materials Engineer															
Field Engineer															
Inspector															
TOTALS	640	640	480	160											1920

Sheet 6 of 6

- 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

PAGE Notes:

EXHIBIT "1"
219 OF 367

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: <u>74,970.00</u> (From Exhibit C-3)	Total Dollars: \$ <u>3,626,075.00</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>10,153,010.00</u>

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

TOTAL DIRECT COSTS \$ 371,534.00

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) \$ 10,524,544.00

Date: 1/25/2013

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible For Prem. O/T?
Principal Engineer	Heather Gaffney	70.00	70.00	No
Regional Director	Heather Gaffney	70.00	70.00	No
Operations Manager	Douglas Jakalski	70.00	70.00	No
Chief Construction Engineer	Bruce R. Bushnell	70.00	70.00	No
Director of Rail & Transit	Paula Pienton	70.00	70.00	No
Director of Traffic Engineering	John LaPlante	69.10	69.10	No
Deputy Chief Construction Eng.	Keith Lodding	64.00	64.00	No
Chief Engineer	Donald Jakesch	70.00	70.00	No
Chief Structural Engineer	Phillip Frey	70.00	70.00	No
Chief Planner	James Considine	69.00	69.00	No
Project Director III	V. Clayton Weaver	70.00	70.00	Yes
Technical Advisor	James Glowa	68.00	68.00	Yes
Senior Structural Engineer IV	Anna Dukes	70.00	70.00	No
Senior Structural Engineer III	Jeffrey Neumann	61.00	61.30	Yes
	Spiros Pantazis	61.60		No
Senior Structural Engineer II	Cathleen Jacinto	49.60	49.53	No
	Timothy Gall	49.45		No
Senior Structural Engineer I	Matthew Barron	36.30	36.30	No
Senior Architect II	Antonia Diaz	38.25	38.25	No
Intern Architect	Lauren Gaffney	22.00	22.00	No
GIS Analyst	Erich Kutschke	32.00	32.00	No
Senior Civil Engineer V	Bruce Bushnell	70.00	70.00	No
Senior Civil Engineer IV	Keith Lodding	64.00	61.18	No
	Daniel Drew	58.35		No
Senior Civil Engineer III	Joel Marhoul	57.25	54.13	No
	Daniel Anderson	51.00		No
Senior Engineer	Daniel Pavela	54.30	54.30	No
CPM Scheduler	Justin Acacio	38.55	38.55	No

Sheet 1 of 4

* 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 "I"
PAGE 271 OF 367

Date: 1/15/2013

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible For Prem. O/T?
Senior Civil Engineer II	Shane Schneider	48.10	40.93	No
	Mark Gormely	44.35		No
	Jeffery Fine	40.05		No
	Anna Zysman	39.60		No
	Nathan Roseberry	38.00		No
	Justin Uihlein	35.50		No
Senior Civil Engineer I	Peter Procaccio	36.75	32.76	No
	Rebecca Dahlstrom	33.80		No
	Matthew Richardi	33.75		No
	Christopher Gottlieb	31.50		No
	David Miller	31.50		No
	Dina Levin	31.00		No
	Brian Shepherd	31.00		No
Senior Drainage Engineer I	Peter Procaccio	36.75	36.75	No
Senior Transportation Engineer II	Nathan Roseberry	38.00	38.00	No
Senior Planner II	Michael Amsden	33.50	33.50	No
Senior Planner I	Timothy Gustafson	32.65	32.65	No
Transportation Planner II	David Smith	26.80	26.80	No
Staff Planner II	David Smith	26.80	26.80	No
Staff Engineer IV	Daniel Schmit	34.50	34.50	No
Staff Engineer III	Cary Chan	30.00	28.93	No
	David Gleason	30.15		No
	Phillip Klem	29.70		No
	Rodrigo Hoyos	27.65		No
	Bradley Topol	27.15		No

Sheet 2 of 4

* 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 "1"
PAGE 222 OF 367

Date: 1/25/2013

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?
Staff Engineer II	Courtney Johnson	28.00	27.27	No
	Miguel Urdiales	27.45		No
	Jack Ringness	27.25		No
	Jon Altenhofen	27.20		No
	Emily Hereford	27.20		No
	Brittany Cowgill	26.50		No
Staff Engineer I	Xavier Alarcon	25.00	24.79	No
	Colby Schulz	25.00		No
	Justin Wiater	25.00		No
	Nick Fagan	24.75		No
	Jordan Piaskowy	24.50		No
	Kelsey Watterworth	24.50		No
Senior Construction Engineer III	Jeffrey Neumann	61.00	53.00	No
	Gordon Snyder	51.00		No
	Daniel W. Anderson	51.00		No
	Lawrence Mestan	49.00		No
Senior Construction Engineer II	Aldis L. Kirstein	40.50	40.25	No
	Marc R. Batchelder	40.00		No
Senior Construction Engineer I	Christopher Gottlieb	31.50	31.50	No
Construction Manager	Ron Crawford	52.15	47.69	No
	Joyce A. Barnes	48.80		No
	Kayed M. Alkhdour	45.00		No
	Kevin Whalen	44.80		No
Construction Engineer II	Evangelos (Evan) Giorgas	37.50	37.50	No
Senior Inspector IV	David McGuire	49.00	49.00	No
Inspector III	Anabel Colindres	30.75	30.75	No
Information Technology Coordinator	Jeffrey Bates	39.45	39.45	No
Office Administrator	Barbara Morales	37.80	37.80	No
Project Administrator	Taryn Bushnell	28.75	28.75	No
Marketing Supervisor I	Natalie Menke	30.90	30.90	No

Sheet 3 of 4

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

- 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.
- Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.
- Use as many sheets as necessary to show classifications.

EXHIBIT C-1
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Project No.: I-12-4082

Consultant: TY Lin International Great Lakes, Inc.

Date: 1/25/2013

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 NO. OF MONTHS

SCHEDULED START DATE: 5/1/2013

RAISE DATE: 1/1/2014

PERCENT OF RAISE: 3%

ESCALATION PER YEAR

Date	Date	Date	Date	Date	Date
5/1/2013	12/31/2013	1/1/2014	12/31/2014	1/1/2015	12/31/2015
8.0	12.0	12.0	12.0	12.0	12.0
60.0	60.0	60.0	60.0	60.0	60.0
13.33%	20.60%	21.22%	21.85%	22.51%	27.73%
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: 107.24%

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate	<u>\$ 45.00</u>	X	<u>6,975</u>	<u>\$ 313,875.00</u>
	Includes Tolls		No. of Days	

Mileage	<u>\$ 0.565</u>	X	<u>3,800</u>	<u>\$ 2,147.00</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>\$ 316,022.00</u>
------------------------------------	-----------------------------

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

	<u>\$ 55,512.00</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

EXHIBIT "D"
PAGE 221 OF 367

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 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-12-4082

Consultant: TY Lin International Great Lakes, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Implementation Engineer Bruce R. Bushnell

Classification: Chief Construction Engineer

Asst. Implementation Eng. Joyce A. Barnes

Classification: Construction Manager

Project Controls: Marc R. Batchelder

Classification: Senior Construction Engineer II

Project Engineer: Jack Ringness

Classification: Staff Engineer II

Documentation Engineer: Christopher Gottlieb

Classification: Senior Construction Engineer I

Materials Engineer: Kevin Whalen

Classification: Construction Manager

Resident Engineer: Daniel W. Anderson

Classification: Senior Construction Engineer III

Asst. Resident Engineer: Evangelos (Evan) Giorgas

Classification: Construction Engineer II

Materials Engineer: Kayed M. Alkhdour

Classification: Construction Manager

Field Engineer/Inspector: Aldis L. Kirstein

Classification: Senior Construction Engineer II

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

Attach resumes of all key personnel

Sheet 1 of 2

Project No. I-12-4082

Consultant: TY Lin International Great Lakes, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Field Engineer/Inspector: Gordon Snyder

Classification: Senior Construction Engineer III

Asst. Implementation Eng. _____

Classification: _____

Project Controls: _____

Classification: _____

Project Engineer: _____

Classification: _____

Documentation Engineer: _____

Classification: _____

Materials Engineer: _____

Classification: _____

Resident Engineer: _____

Classification: _____

Asst. Resident Engineer: _____

Classification: _____

Materials Engineer: _____

Classification: _____

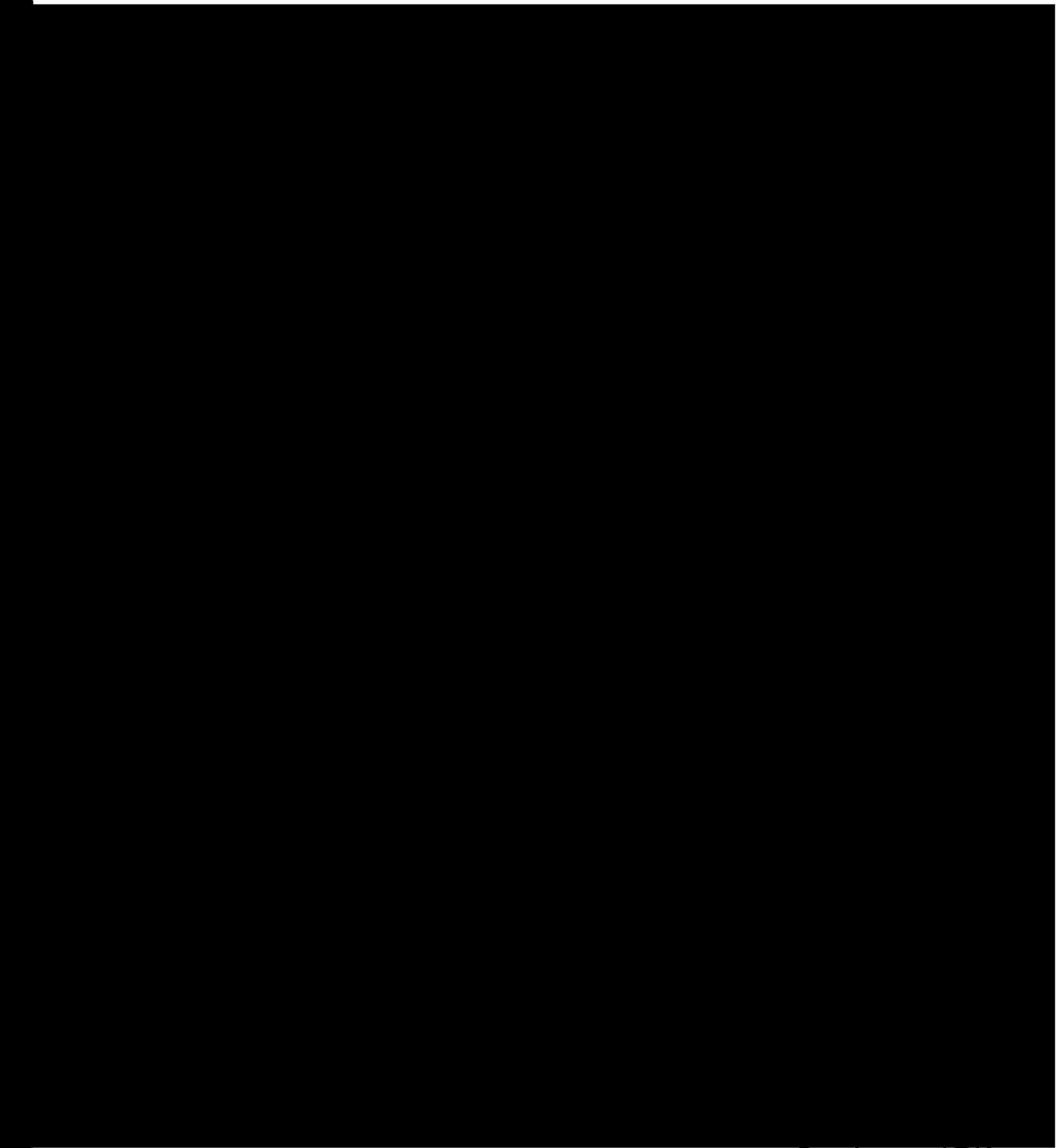
Field Engineer/Inspector: _____

Classification: _____

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

Attach resumes of all key personnel

Bruce R. Bushnell, P.E.
Vice President/Chief Construction Engineer



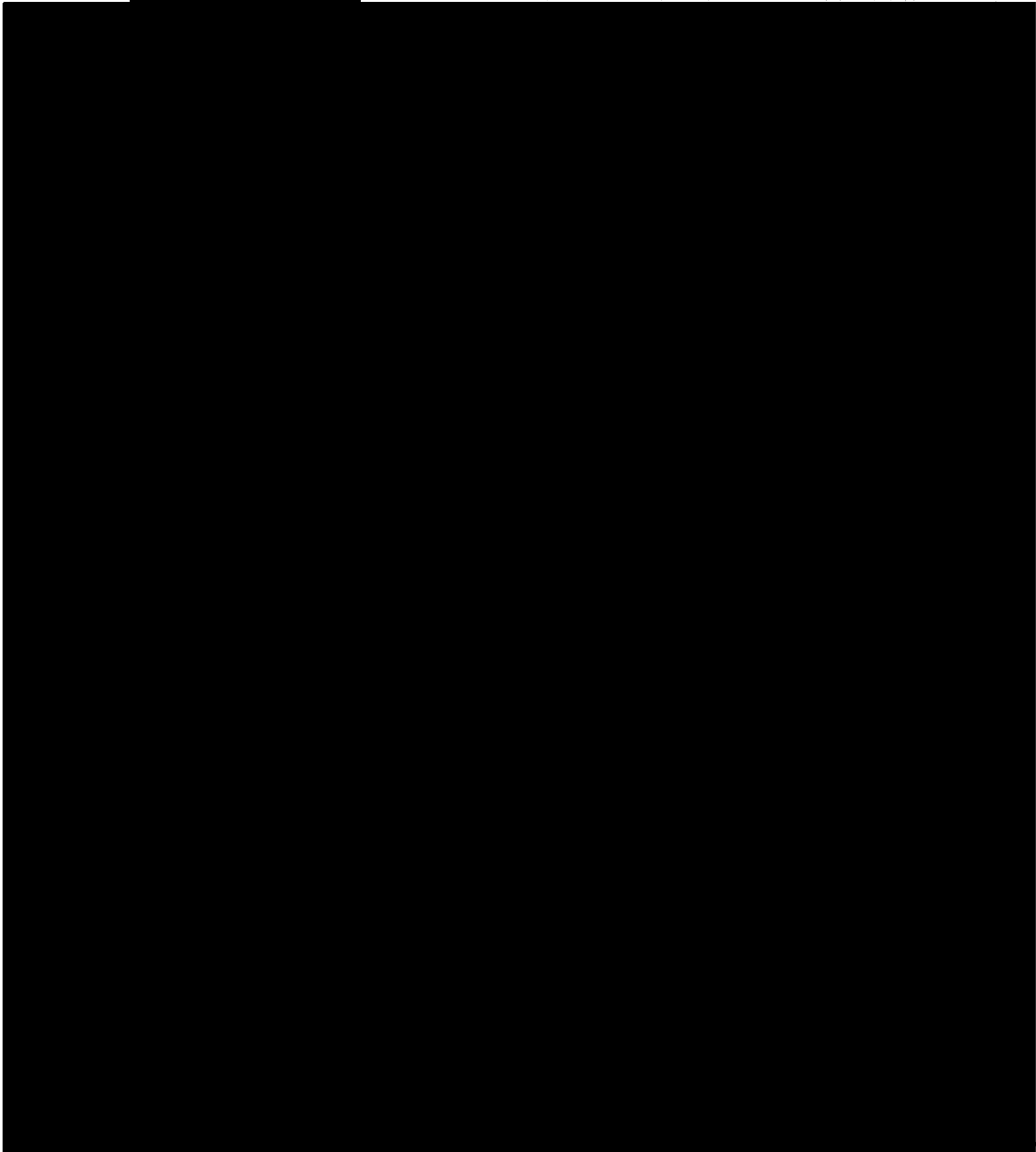
Joyce A. Barnes
Associate/Construction Manager

EXHIBIT 1
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Marc R. Batchelder, P.E.
Senior Civil Engineer



Jack Ringness, E.I.
Staff / Construction Engineer I





Christopher Gottlieb, P.E.
Senior Construction Engineer I

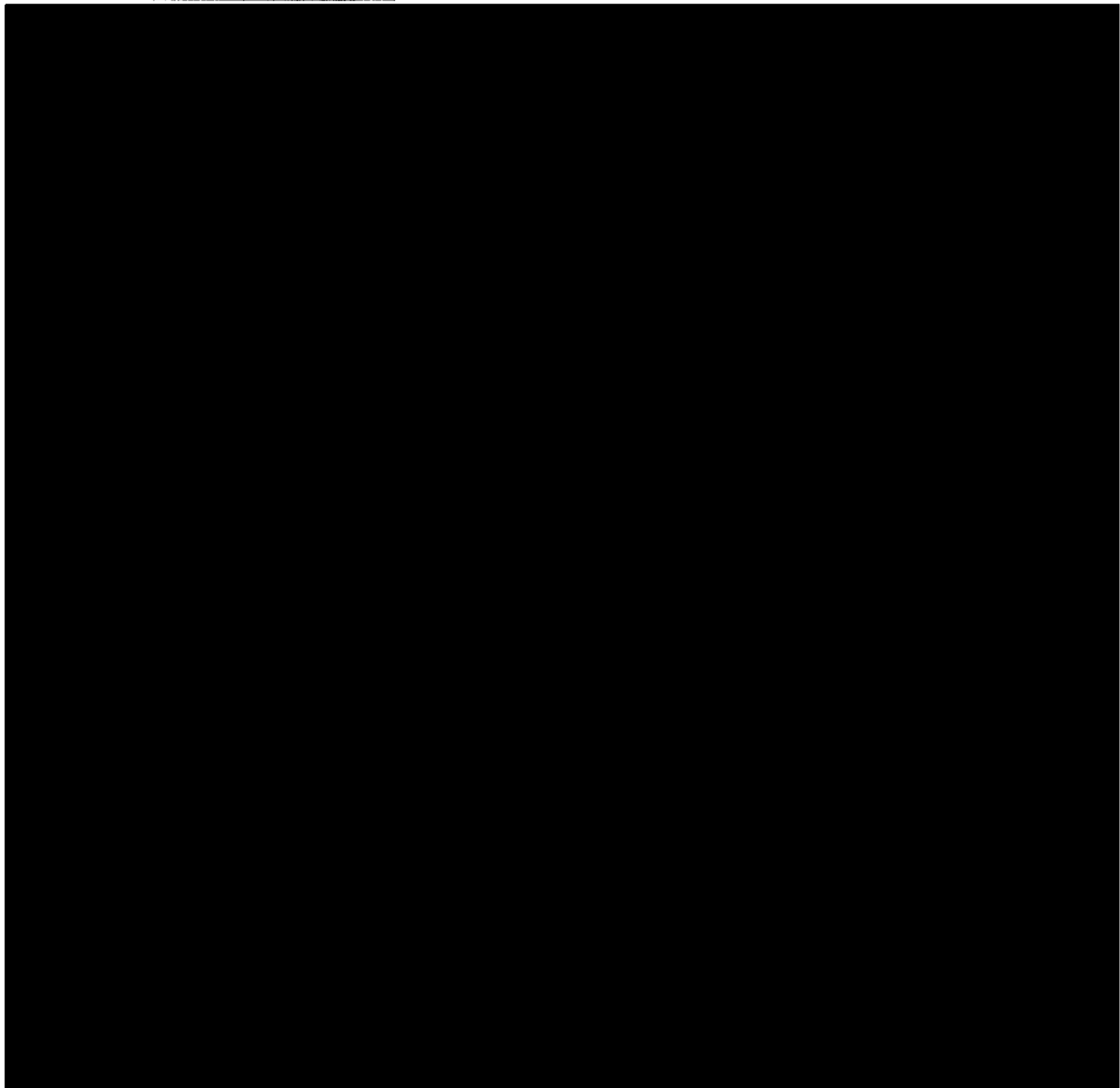
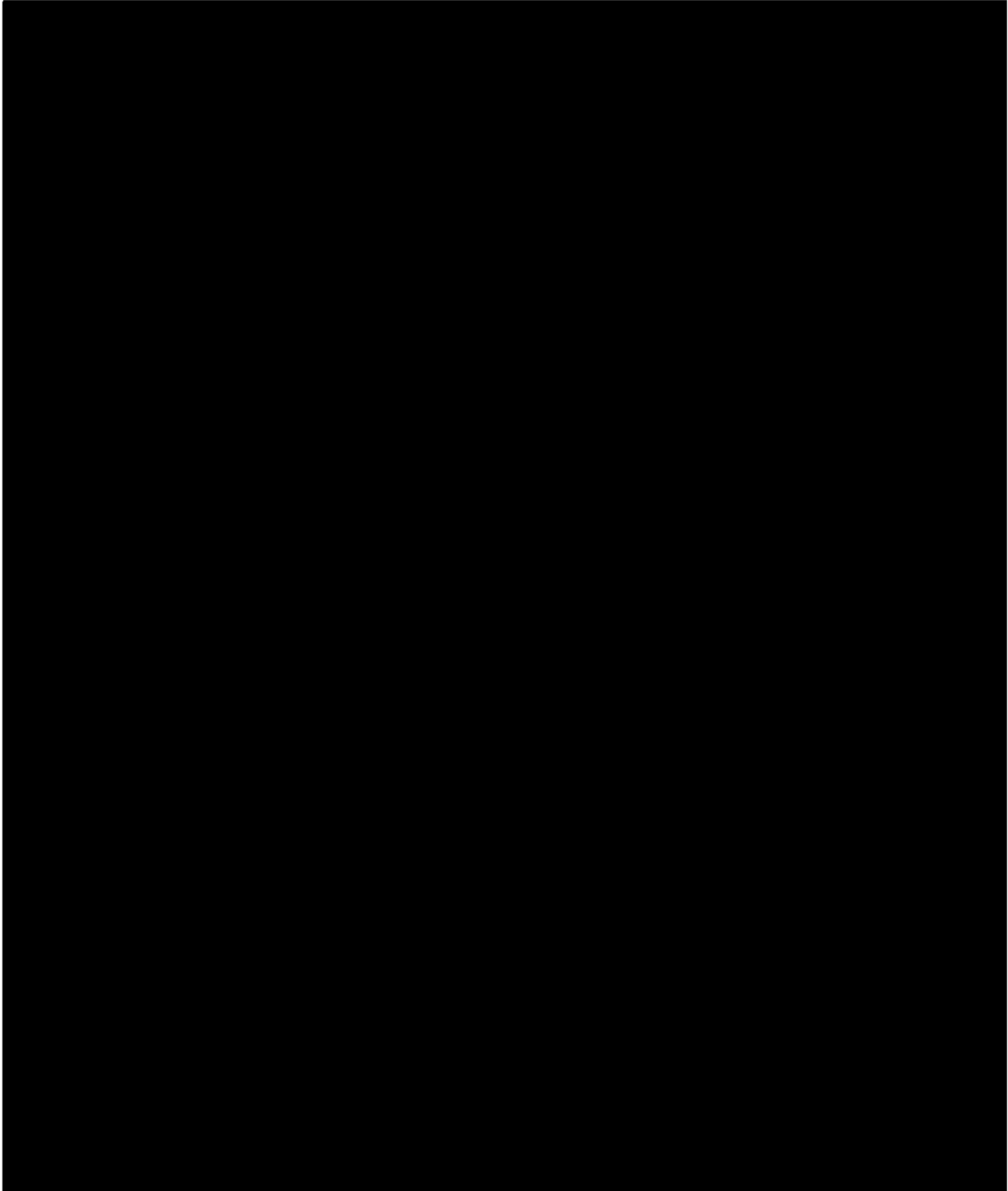


EXHIBIT "I"
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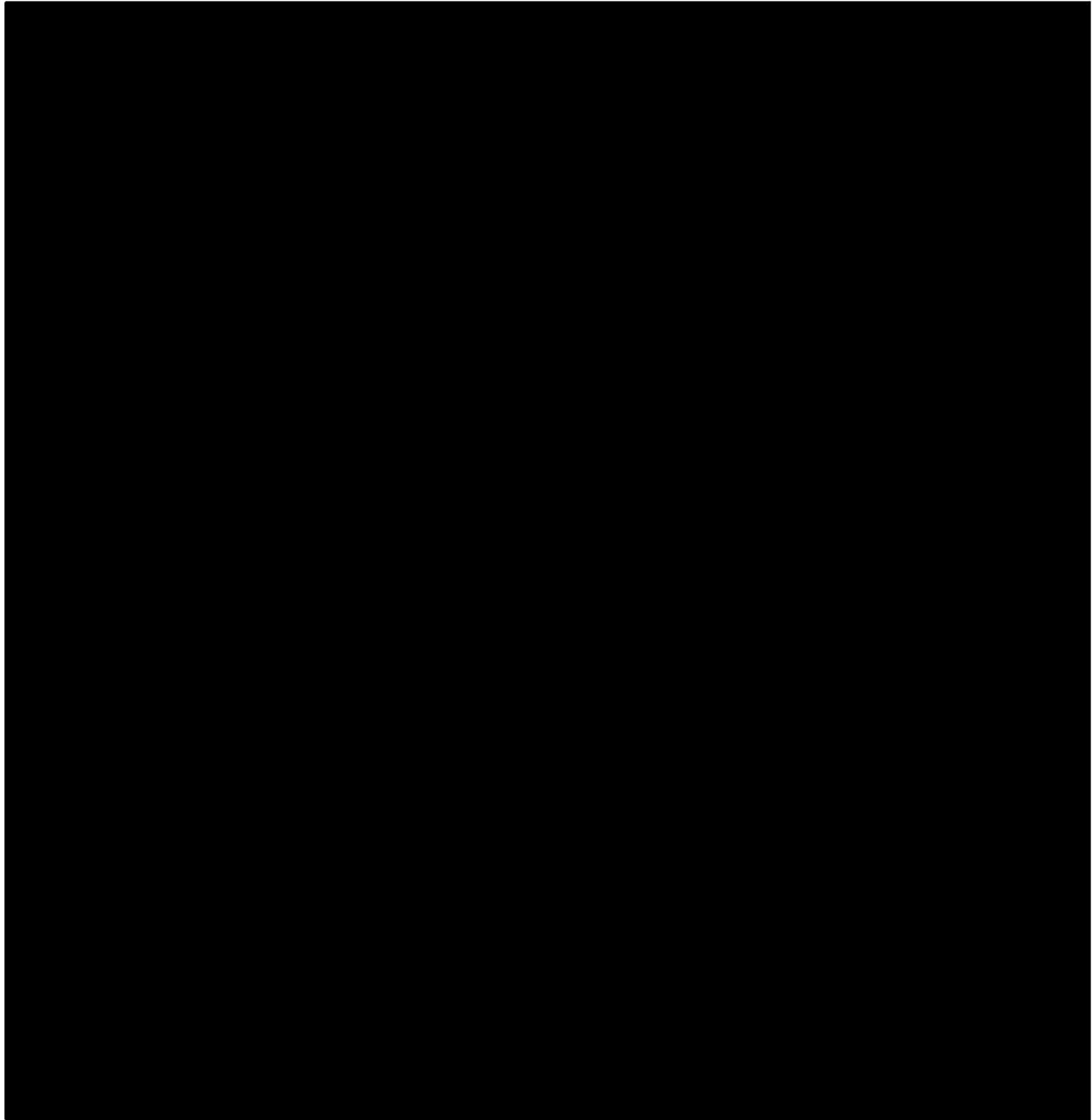
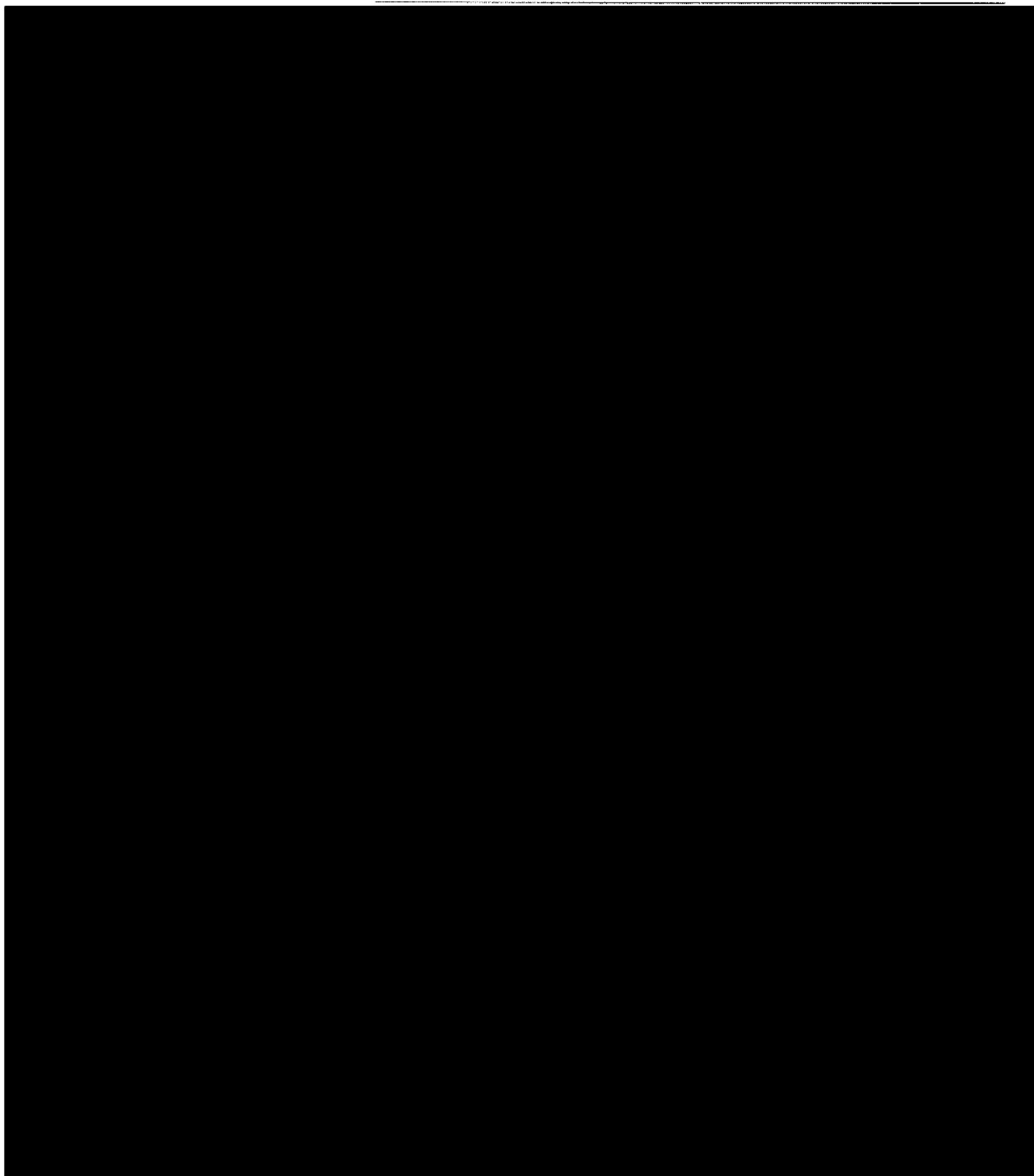



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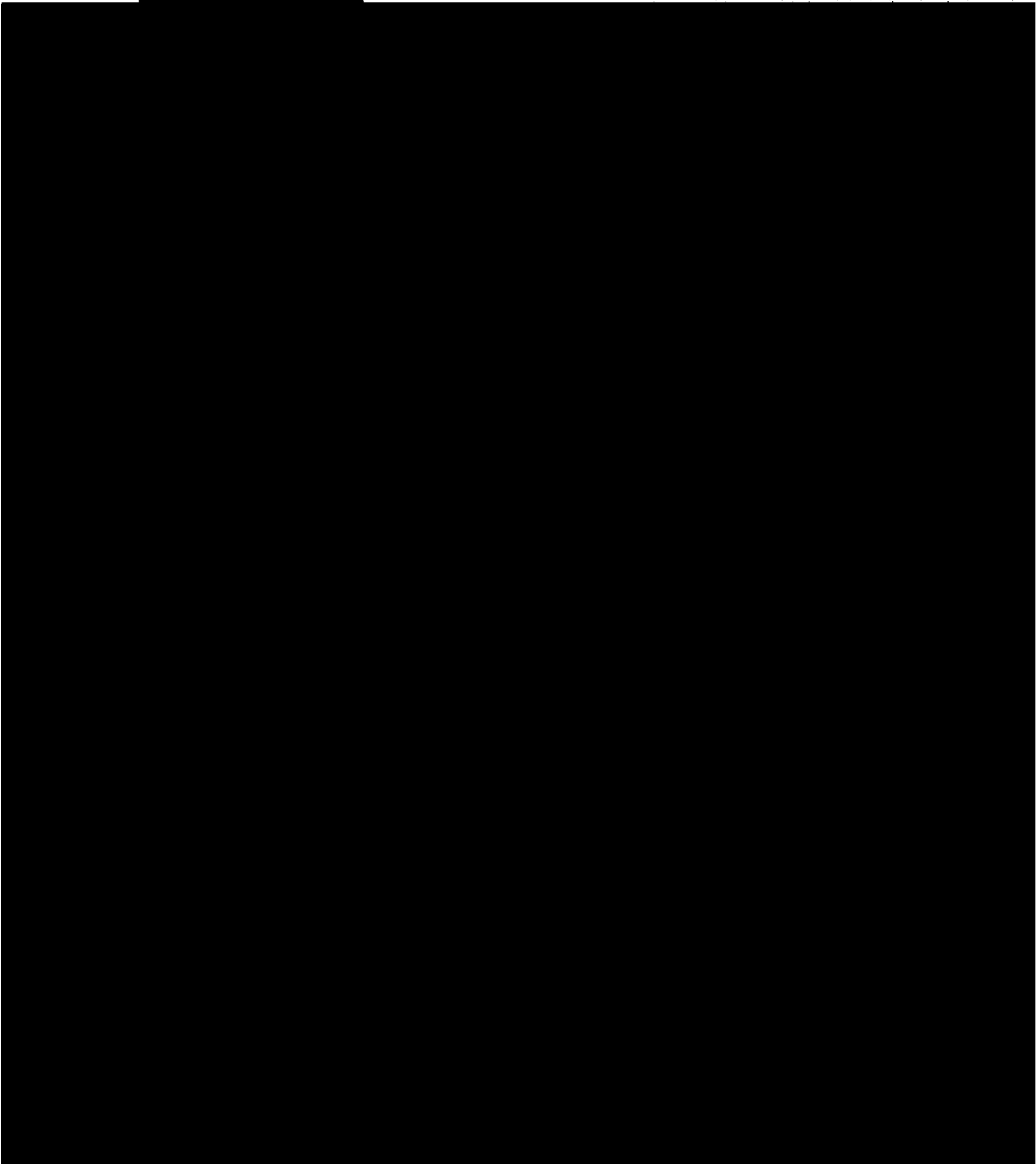
Kevin Whalen
Senior Construction Engineer



PAGE 2



Daniel W. Anderson, P.E.
Senior Civil Engineer/Resident Engineer



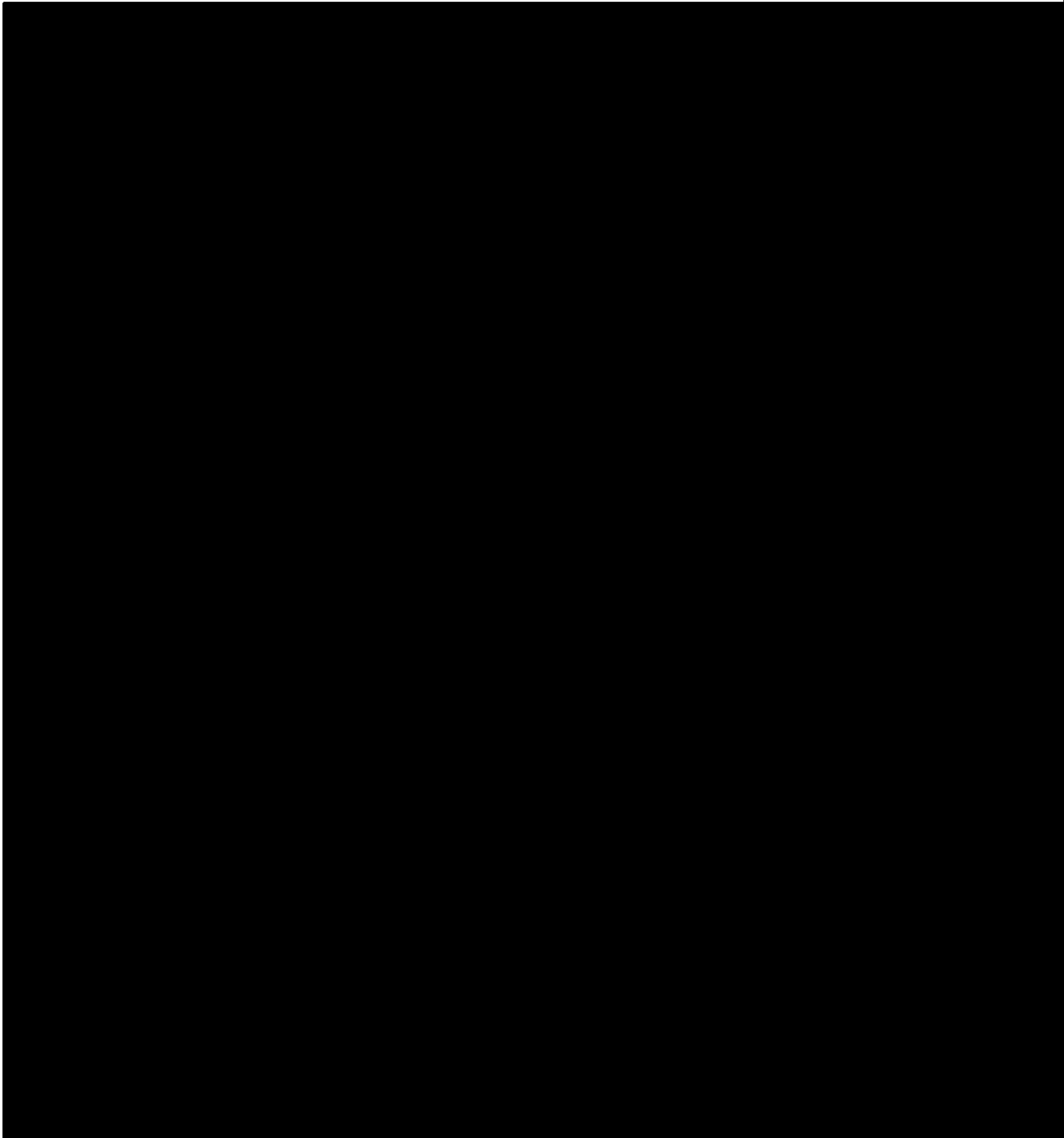
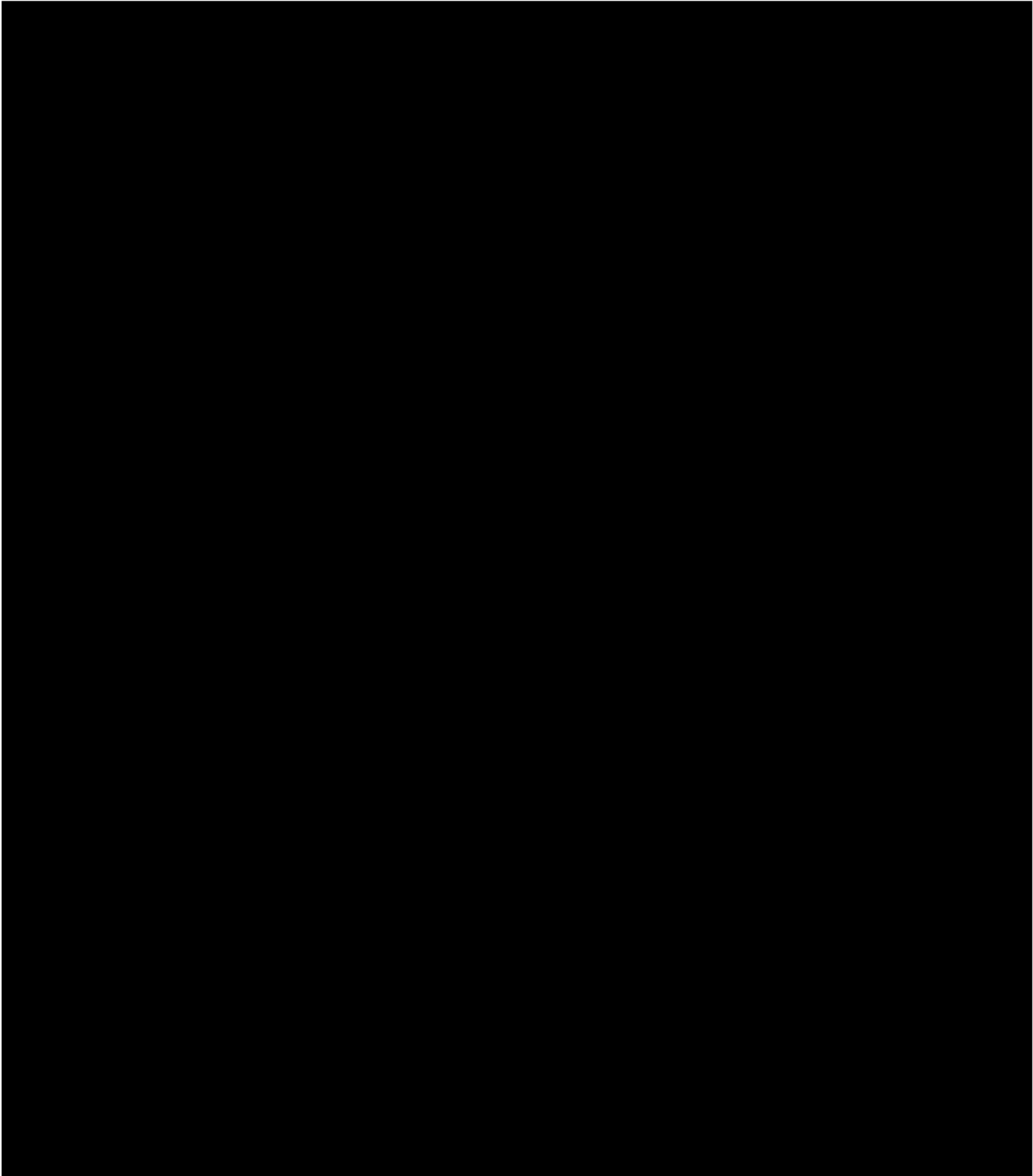


EXHIBIT 1
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Evangelos (Evan) Giorgas
Resident Engineer/Senior Construction Engineer



Kayed M. Alkhdour
Materials Coordinator/Construction Manager

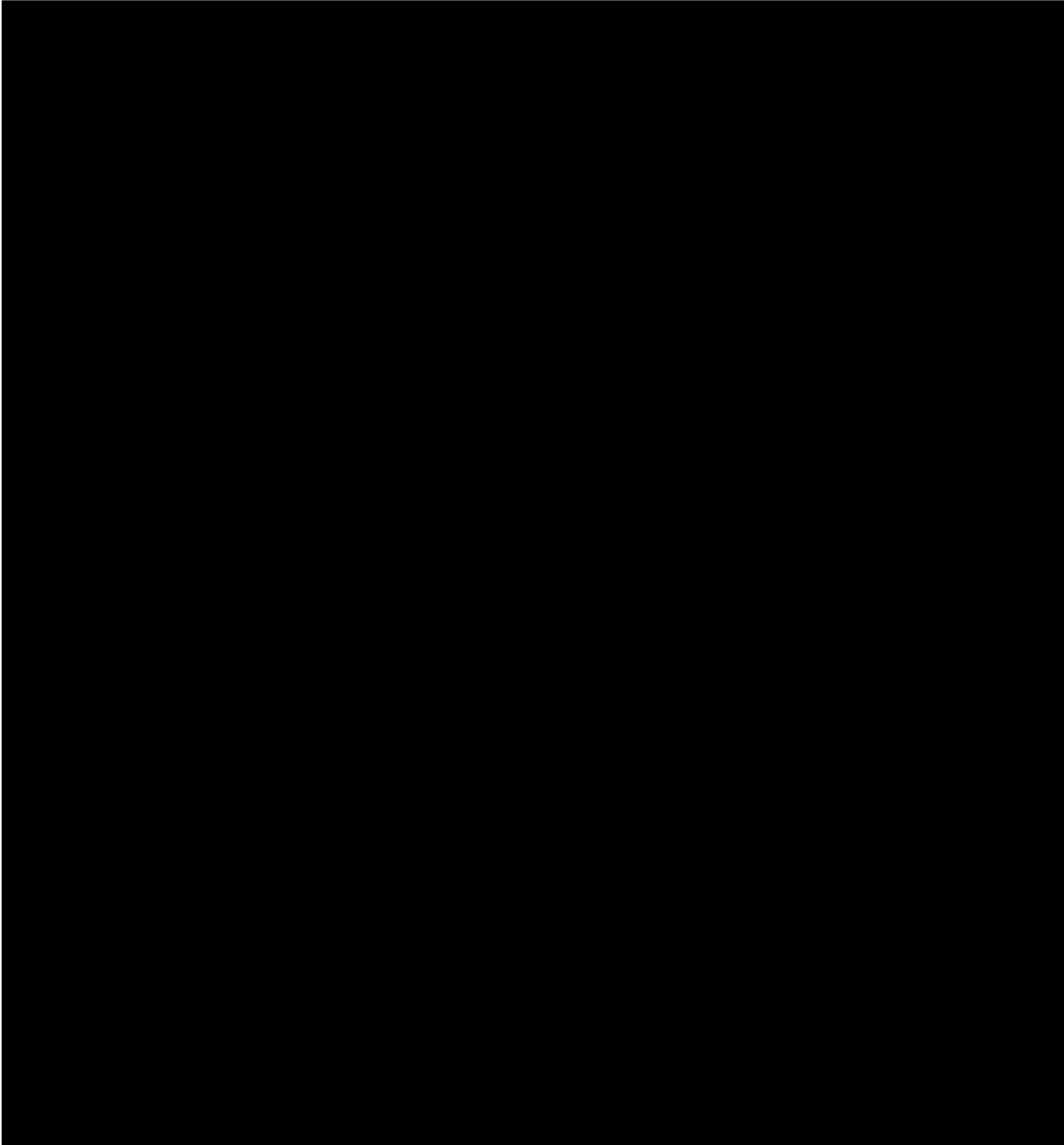
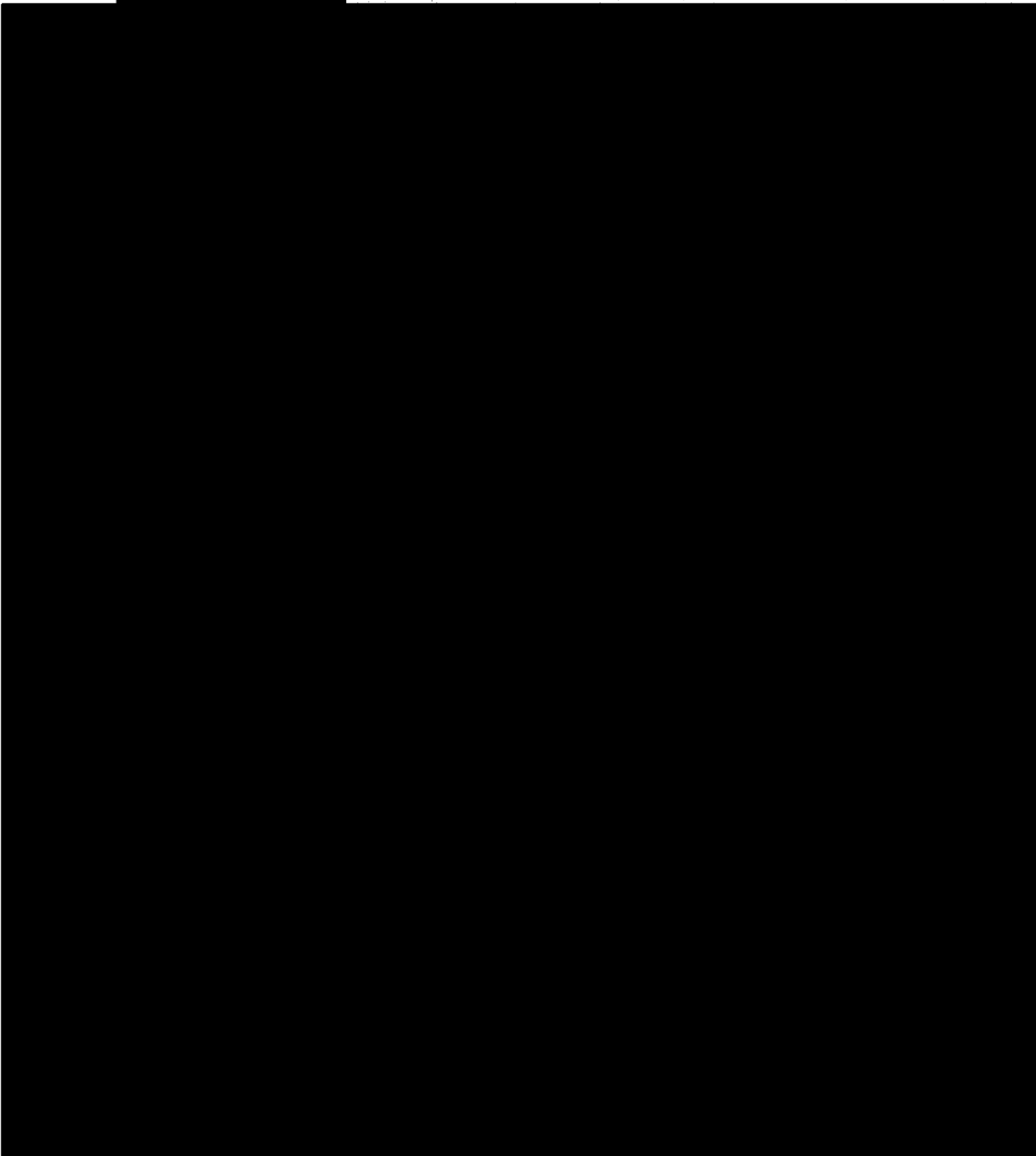
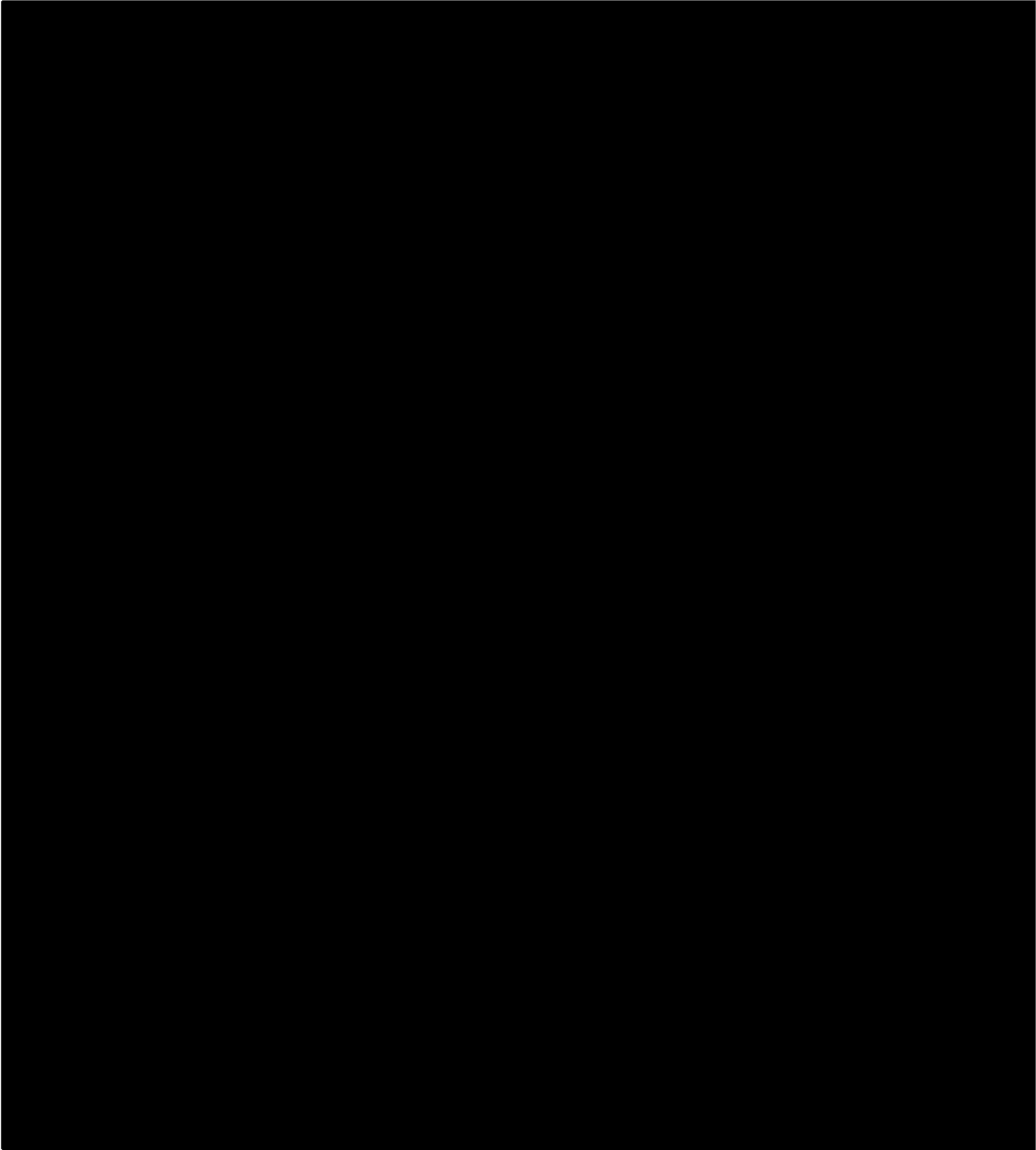


EXHIBIT "1"
PAGE 251 OF 367

Aldis L. Kirstein, P.E.
Senior Construction Engineer II

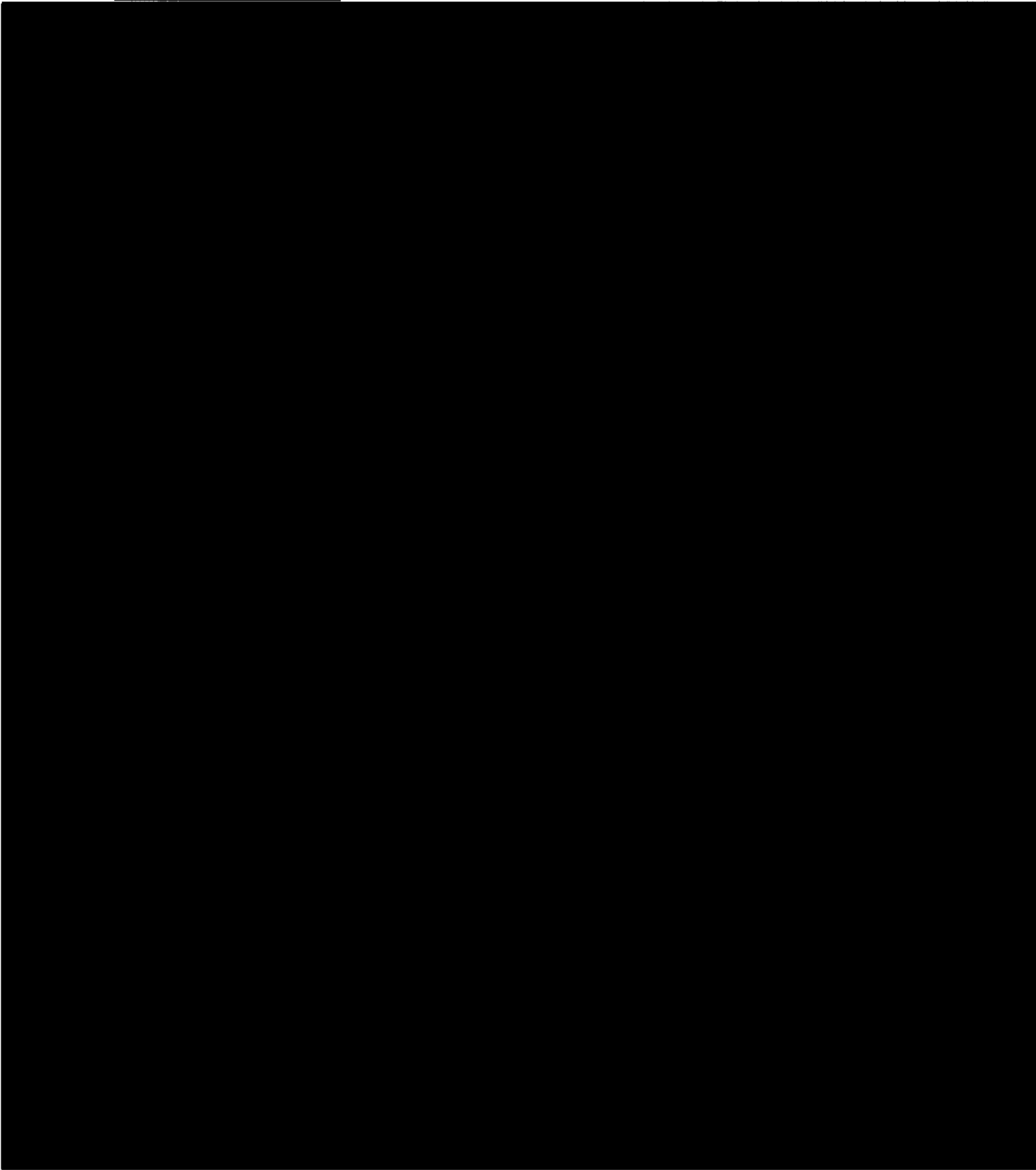


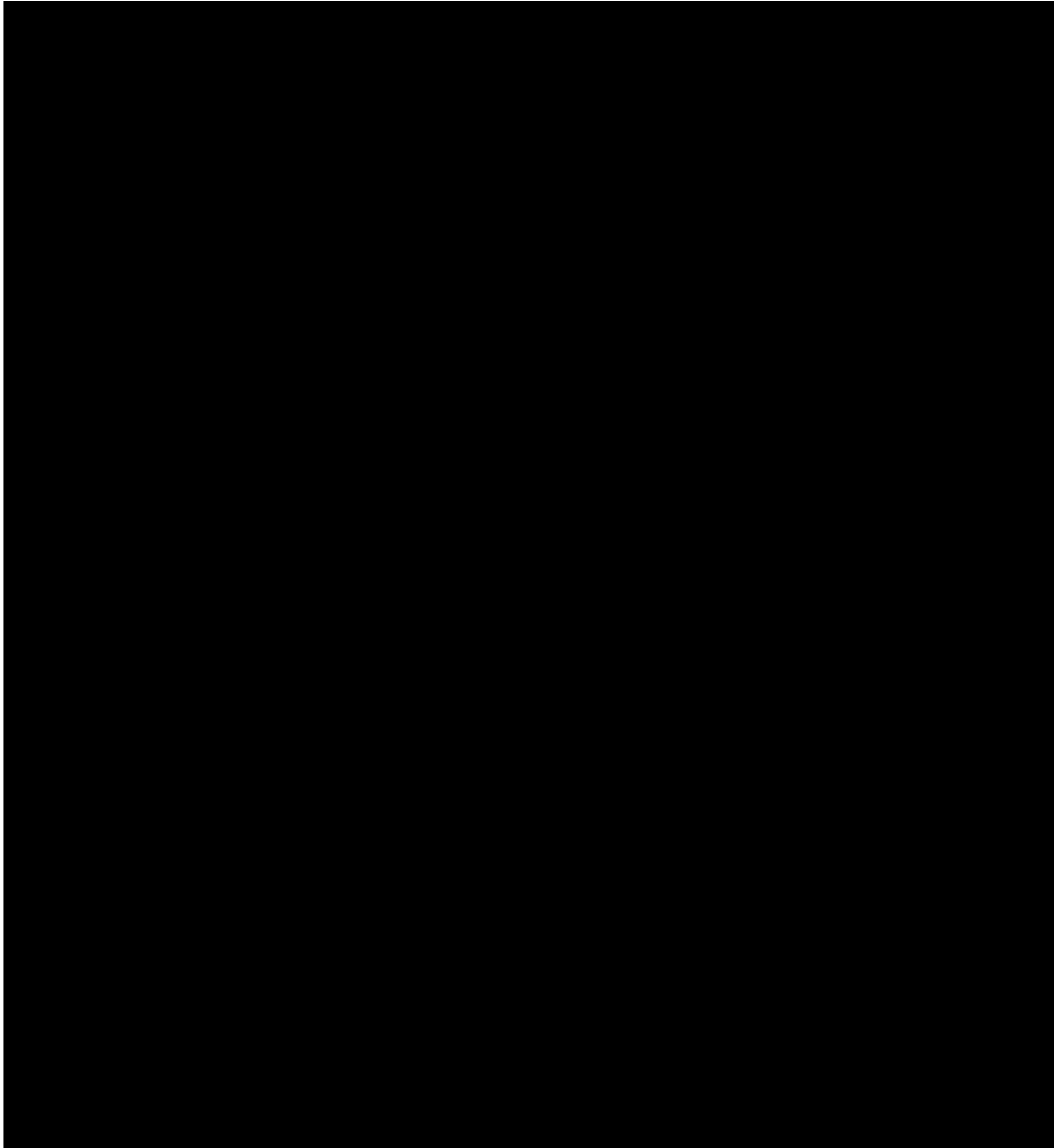


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Gordon Snyder, P.E.
Senior Construction Engineer/Resident Engineer





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TY Lin International, Great Lakes, Inc.
Contract No. I-12-4082

Substitution Explanation

The following personnel were presented as proposed staff in the Statement of Interest for which do not appear within this proposal.

Phillip Frey: The Corridor Design Consultant contract will provide Structural Engineer related support to project issues.

Justin Acacio: Mr. Acacio was the proposed Project Controls Manager although his full-time availability to the project is limited. Therefore, Mr. Marc Batchelder whom possesses the required skills for the proposed position is being proposed as Mr. Acacio's replacement.

Justin Wiater: Mr. Wiater, Staff Engineer I was included as a Field Engineer and is proposed to be replaced by a Staff Engineer II with equivalent or greater experience.

Exhibit F

Scope of Work

**Elgin O'Hare Western Access
Corridor Construction Management Services**

Contract No. I-12-4082

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This project is to provide Phase III engineering services as required for the corridor construction management, construction inspection, and supervision at selected locations, including the I-290 flyover ramps and other miscellaneous construction contracts associated with the Elgin O'Hare Western Access (EOWA) project in DuPage and Cook Counties, Illinois. The EOWA corridor will consist of separate Construction Management (CM) sections. Within each CM section will be individual construction packages. Each CM may provide phase III engineering services for one or more construction packages.

The project also includes Phase III engineering services including construction inspection and supervision for the Elgin O'Hare and I-290 interchange ramp construction which includes construction of two proposed third level flyover ramps. The Consultant will perform on-site inspection, review layout of the contract including design changes, prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway specifications. The Consultant must complete and submit final measurements, calculations and final contract documents to the Tollway no later than six (6) weeks after completion of Punch List for the project. The Consultant must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the ICAPP Manual. All CADD file documents shall be required to contain all record drawing modifications.

The EOWA project consists of upgrading and extending the Elgin O'Hare Expressway between IL 19/Gary Avenue and the O'Hare Western Access for about 10 miles. Between IL 19/Gary Avenue and I-290, the expressway will be widened and upgraded along the existing alignment. East of I-290, extending to the Western Access and the proposed O'Hare West Terminal, Thorndale Avenue will be upgraded to a new full-access controlled expressway. The median will accommodate potential dedicated transit service. To accommodate local traffic circulation, frontage roads are proposed extensively throughout the corridor. Service interchanges will provide access at IL 19, Springinsguth Road, Wright Boulevard, Roselle Road, Meacham Road, Rohlwing Road, Park Boulevard, Arlington Heights Road/Prospect Avenue, Wood Dale Road, and IL 83. Access to other intersecting roadways will be provided by a frontage road system. A full-access system interchange will be provided at I-290.

The EOWA project also consists of constructing the O'Hare Western Access, an access controlled Tollway section that will extend from I-90 at the current location of the Des Plaines Oasis to I-294, about 6.2 miles along the western edge of O'Hare Airport. The Western Access Tollway will generally extend southeast along the north edge of Green Street, then cross the Union Pacific Railroad and proceed south, paralleling the east side of the railroad, to a new system connection with I-294 near Grand Avenue. A new bridge that reconnects Taft Road across the Bensenville Yard, linking Franklin Avenue and IL 19 will be constructed, and a full-access system interchange will be provided at I-294. Part of I-294, extending roughly from Grand Avenue south to North Avenue, will be improved to accommodate system ramp connections and lane balance requirements. The proposed median will accommodate potential dedicated transit service north of Thorndale Avenue. System interchanges are proposed at I-90, the Elgin O'Hare Tollway, and I-294. Service interchanges are proposed at IL 72, the proposed O'Hare West Terminal, IL 19, and Green Street/Franklin Street.

II. CONSTRUCTION MANAGEMENT (CM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The CM shall furnish services in accordance with the articles contained in the Authority's CM Manual dated March, 2012, and all applicable Tollway Criteria, Manuals and Bulletins.

Phase III construction management services will be provided for various construction contracts within the corridor, including but not limited to the Elgin O'Hare and I-290 interchange ramp construction which includes construction of two proposed third level flyover ramps.

2. The CM shall screen loads before they are sent to a Clean Construction or Demolition Debris (CCDD) facility using a 10.6 eV Photoionization Detector. The Detector should be provided by the CM.
3. The CM shall include the Design Corridor Manager (DCM) and Design Section Engineer (DSE) as sub-consultants for the review of shop drawings or for responses to inquiries concerning the design and plan interpretation during construction. This scope of work for the DSE's is not included separately.

III. CORRIDOR CONSTRUCTION MANAGEMENT (CCM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The Corridor Construction Manager (CCM) is responsible for all aspects of the construction management, coordinating the efforts of the individual project Construction Managers (CM) and a construction support team. The CCM reports directly to the Tollway Project Manager. The CCM will be responsible for coordination of the construction work for the Tollway. The CCM will provide a project lead that will be the single point of contact for the project and will be responsible for overall management of the project and coordination and management of the various project contracts. The CCM shall regularly coordinate and meet with the project consultants (CMs, CM Upon Request (CUR) consultants, Survey Upon Request (SUR) consultants, Design Corridor Manager (DCM), Land Acquisition consultants, Geotechnical Services Upon Request consultants, Utility Coordination and SUE consultants, other project consultants as necessary) and Tollway Departments (including but not limited to Maintenance and Operations, Tollway Engineering, Business Systems, ITS, Land Acquisition, Communications and Planning).

The tasks to be performed by the CCM shall include but not be limited to the following:

1. Support Tollway's internal decision-making process for scope definition, budget change approval, schedule change approval and quality control.
2. The CCM will assist the Tollway in identifying services required to be performed by other contracts and preparation of associated scopes of work and project schedule documents for such contracts. The CCM will assist in reviewing and coordinating project consultants project reporting. The CCM shall coordinate between various contracts managed by others to ensure that the corridor established schedule is maintained in order to meet project need.
3. The CCM will provide recommendations for contract packaging based upon project priorities and criteria. The DCM will prepare associated exhibits and reports.
4. Coordination and project management of CM contracts. The CCM will be the single point of contact between the Tollway and project consultants and will be responsible for delivery of project contracts through the construction phase in accordance with established Tollway schedules and budget. The CCM scope of work includes coordinating corridor construction issues, maintaining a corridor decision log, ensuring consistency (MOT, Communication, etc.), preparing transmittal memos and letters, chairing corridor wide meetings (eg. Stage Change meetings) and assistance with preparation of Staff Summary Sheets required for changes in project schedule and budget.
5. Attend project meetings including contract preconstruction meetings, preconstruction materials meetings, preconstruction sediment and erosion control meetings, weekly progress meetings and other meetings as required.
6. The CCM will monitor CM/Contractor adherence to Soil and Erosion Control requirements.
7. Coordination of Intergovernmental Agreements and/ or permits with IDOT, Local Agencies, airports and Railroads. The CCM shall be the main single point of contact with the affected agencies and will coordinate with the DCM to ensure that all project related agreements and permits are secured for each construction contract. The CCM shall regularly meet with the affected agencies and coordinate project issues with the Tollway, CMs and other affected parties. The CCM will be the single point of

- contact with IDOT, Local Agencies, airports, railroads and other affected agencies for construction phase activities.
8. Coordination with project stakeholders including; airports, communities, business organizations, general public and other interested parties. The CCM scope of work includes assisting the DCM with coordination of public outreach meetings and regular agency coordination meetings, preparation of corridor exhibits and chairing meetings with interested parties as requested; preparation of project information that can be distributed to interested parties; participation in public meetings including providing project presentations; coordination with Tollway Communications Department and providing corridor information and exhibits. The CCM will prepare exhibits and meet with Local Agencies and IDOT to discuss project impacts to Local and IDOT facilities (including cross road traffic and drainage impacts). The CCM will coordinate with the DCM to maintain a log of permits, agreements, etc. required from IDOT and Local Agencies, railroads and utilities.
 9. The CCM will maintain a corridor design and construction schedule. The CCM will maintain a corridor construction cost estimate. The corridor design and construction schedule will be required to be maintained in Primavera P6 format or latest update. The CCM will review DCM developed schedules and will concur with the schedule or make recommendations for modifications.
 10. Periodic observation of CM activities to verify their knowledge, skill, and ability to achieve the desired results. Provide Tollway PM input after observations.
 11. Provide input toward Contractors Interim Performance Evaluations and Final Performance Evaluation. (ISO P 3040), Submit to Tollway DPM of construction for review and consideration.
 12. Review and approve Authorization to Proceed prior to submittal to C5 committee. Review and approve Change Orders and Extra Work Orders prior to submittal to the Tollway. (ISO P 3080)
 13. Facilitate documentation, tracking and resolution of Contract Dispute Resolution Procedure. (ISO P 3120)
 14. Address all construction issues raised by the Tollway Departments.
 15. Assist the C5 committee in resolving any discrepancies between the contractor's estimates and CM's independent cost estimate in order to reach an agreement.
 16. Assist in the notification of local officials of major, disruptive construction work.
 17. Assist Tollway departments in responding to inquiries from public officials and/or the press.
 18. Promote informal partnering by establishing working relationships between the Contractor, CM, DSE, outside agencies and the Tollway.
 19. Review and make recommendations with respect time extensions of project schedule related to change orders and extra work orders.
 20. The CCM will assist in preparation of Board Meeting materials including review of Board Script information, Board Item summaries, etc.
 21. Track CM process for warranty and submittals.
 22. Develop a corridor earthwork management plan in cooperation with the Design Corridor Manager (DCM) and Tollway.
 23. Documenting lessons learned and providing applicable documentation and direction to CMs.
 24. Public Coordination services including, but not limited to, those associated with the project Local Advisory Committee. The DCM will continue as the lead for the Local Advisory Committee with participation by the CCM as necessary.

25. Diversity and Sustainability Initiatives. The CCM will be required to coordinate with the project CMs and report on corridor performance with respect to DBE/EEO progress and goal attainment, green initiative progress, etc.
26. Administrative support including, but not limited to, preparation of project correspondence, scheduling meetings, preparation of meeting agendas and meeting minutes, Proliance Web Based Management administration and communication.
27. The CCM will be required to utilize the Tollway's Web Based Project Management System for all official project communications.

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

1. Provide bid phase and post design coordination and support.
2. Provide general coordination and oversight of the Construction Project Managers (CPM). Monitor CMs and assist in resolving anticipated field problems.
3. Make recommendations to the Tollway with respect to field changes and other technical field problems.
4. Coordinate and monitor CPMs for consistency between construction sections.
5. Review contract documents and specifications with regard to constructability and consistency between design sections. Coordinate and confirm completion of constructability reviews by CMs.
6. Provide separate constructability reviews from the CM with the objective to ensure consistency between design sections, that the numbers of potential change orders are minimized and the probability of delays and disputes are reduced.
7. Coordinate required revisions identified within the constructability reviews with the DCM.
8. Attend meetings with Tollway and outside agencies for issues that arise during construction.
9. Coordinate and monitor the CMs for consistency between sections by performing on-site internal QA audits of CM's documentation and material inspection for compliance with approved plans and procedures.
10. Coordinate overall construction issues, stages, etc. between adjacent projects.
11. Utilize the Tollway's web-based management software to inform Construction Management Team (CM, CPM & CCM) of resolution of corridor issues.
12. Coordinate and attend monthly construction coordination meetings with project CMs. Document in accordance with Tollway procedures. Schedule and invite meeting attendees and Tollway stakeholders, as required.
13. Quarterly review (minimum) of implementation and construction activities for compliance with approved QNQC plan.
14. Issues NCR's when applicable and monitors the NCR process as it related to their project. Reports investigation and action to prevent reoccurrence to CCM. (F 5070)
15. Assist in coordination and attend all coordination meetings between affected municipalities, utilities and other agencies required for the project.
16. Assist DCM to resolve design issues that arise during construction and communicate resolution to Construction Project Managers.
17. Facilitate and expedite contract closeout to ensure that all work is completed in accordance with the contract documents. Schedule final closeout meeting.

18. Monitor Quality Assurance items such as:
 - a. Monitor NCRs initiated by the Tollway, DSEs, CMs and Contractors for trends that required corrective action initiatives.
 - b. Monitor customer complaints and other customer feedback to identify the need for corrective action initiatives or the opportunity for preventative actions.
 - c. Initiate and monitor preventative action initiatives and report on their status to the Tollway Design Managers. (F 5050)
19. Review warranty materials assembled by the CM and summarize key components for the Tollway.
20. Frequent/Daily Review of CM logs (RFI's, Shop Drawings, PCO's, etc.) for timeliness of response, action and reporting, review response/direction for CM for item closure.
21. Frequent/Daily Review tracking of approved extra work orders relative to approved/submitted pay request versus approved PCO upper limit.
22. Coordinate the scheduling of preconstruction meeting and distribution of the Meeting Agenda (P 1040). Confirm all Tollway Departments and outside agencies with a stake in the project are invited.
23. Assist the CM in coordinating the pre-construction meeting.
24. Responsible for follow-up activities associated with the preconstruction meeting.
25. Maintain knowledge of overall project status as well as impacts of construction on Tollway users and surrounding communities.
26. Monitor CM's activities to confirm tasks set forth in the Tollway Construction Manual are completed.
27. Coordinate responses to RFI's and project submittals.
28. Coordinate and facilitate construction submittal review with Tollway departments. Schedule review meetings with Tollway departments as required expediting approval of critical items.
29. Prioritize and expedite resolution of issues that arise during construction
30. Elevate Lessons Learned issues that arise during construction to the CDM and CCM, whom subsequently inform other design or construction sections.
31. Confirm submittal, review and approve monthly Project Status Reports. Confirm that project binders are updated weekly with weekly reports and logs.
32. Review and monitor CM documentation and material inspection, including Contractor adherence to the Contract DBE and EEO plans.
33. Monitor material inspection and QAQC programs.
34. Monitor the response time for and coordinate consistency of RFI's, submittals and correspondence.
35. Review and approve C5 Authorizations and Change/Extra Work Orders for completeness and accuracy prior to forwarding to the Tollway for processing.
36. Review progress schedules and adherence to the Approved Progress Schedules.
37. Review Value Engineering proposals for feasibility and benefit to the Tollway via written recommendation.
38. Attend weekly coordination and progress meetings with the CM, Contractor and Tollway staff.
39. Perform reviews (as required) of CM internal QA audits for compliance with approved plans.
40. Perform audit duties as requested to satisfy documentation review requirements.
41. Monitor CM and Contractor activities and issues NCRs as required.
42. Monitor CM and Contractor activities for schedule critical path elements.
43. A contingency has been added to the contract in order to allow for potential Corridor Construction Management Services for construction contracts that may be advanced and that are associated with receipt of non-Tollway funding for construction. A

requirement of such funding is that work needs to start within a specific time frame. The Tollway is adding has included contingency funding to the contract to ensure that the Tollway is in a position to receive the funding and manage the construction for any of these projects if they are approved. Contingency funding has also been included to allow for an EOWA corridor project office. The Tollway is continuing to explore opportunities for a project office to allow for a project office to be leased along the EOWA corridor at no cost to contract. Operating expenses for the project office are not anticipated to be provided for no cost and are assumed to be included in the contingency amount included in the contract. Release of contingency for operating expenditures for the project office will be required regardless of whether or not the Tollway will be responsible for lease of the office.

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

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

The Construction Corridor Manager and its subconsultants are precluded from managing and directly supervising work that they are performing under other Tollway contracts. The following shall apply:

The CCM and its subconsultants can perform work on other Tollway projects provided that:

1. The consultant does not serve as the Tollway's project manager overseeing work done by that consultant firm on another Tollway contract - specifically if the consultant reviews progress reports and invoices of a contract that has that consultant as a part of the team.
2. The consultant does not review their own firm's work if that consultant firm is working on another Tollway contract.
3. Any other potential issue that a professional firm, professional individual or the Tollway reasonably determines is inappropriate shall not be allowed to occur.

IV. REQUIRED SUBMITTALS TO THE AUTHORITY

Submittal requirements shall be in accordance with the CM Manual.

V. ITEMS TO BE FURNISHED TO THE CONSTRUCTION MANAGER

In addition to the items to be provided as described in the CM Manual, the following will be supplied:

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

**PROJECT SCHEDULE
Contract No. I-12-4082
Corridor Construction Management and Construction Management Services
Elgin O'Hare Western Access Tollway**

SCHEDULE

1.	Proposal Meeting	January 2013
2.	CM Proposal Submittal	February 1, 2013
3.	CM Proposal Approval	February 8, 2013
4.	Board Award	February 28, 2013
5.	NTP	May 1, 2013
6.	Construction Start Date	July 17, 2013
7.	Construction Contract Completion**	June 30, 2018

**Represents completion of construction for U.S. 20 to IL 83 section, wetland mitigation site and initial O'Hare access ramp from York Road.

See Attachment "A"

EXHIBIT "1"
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Bridge Improvements within Project Limits

**Contract No. I-12-4082
Corridor Construction Management and Construction Management Services
Elgin O'Hare Western Access Tollway**

4039 Elgin O'Hare: U.S. 20 to Meacham Rd/Medinah Rd.						
Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge	Maintenance**
	EB, WB		US 20 ¹	U	Steel	B (IDOT)
	EB, WB		Metra RR ¹	O	Steel	A
	EB, WB		Gary Avenue Ramp	U	Steel	A
	EB, WB		Springinsguth Road and Ramp	O	Steel	A
	EB, WB		IL 19	O	Steel	A
	EB, WB		Rodenberg Road	O	Steel	A
	EB, WB		Wright Boulevard	O	Steel	A
	EB, WB		Mitchell Boulevard	O	Steel	A
	EB, WB		CPRR Spur	O	Concrete	A
	EB, WB		Roselle Road	U	Steel	B (Cook)
	EB, WB		Plum Grove Road	U	Steel	B (Roselle)

4014 Elgin O'Hare: Meacham Rd/Medinah Rd. to Arlington Heights Rd.						
Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge	Maintenance**
	EB, WB		Medinah/Meacham Rd	O	Steel	B(DuPage/Cook Co.)
	Ramp G1		Ramp G7, EO Expy and I-290 ¹	O		B(IDOT)
	EO		Rohlwing Rd	U		B(IDOT)
	Ramp K2		Ramp G3	O		A
	Ramp K1		Ramp G2 and G5	O		A
	WB EO/Ramp K1		I-290 ¹	O		A
	Ramp G5		I-290 and EO Expwy ¹	O		B(IDOT)
	EB EO		I-290 ¹	O		A
	Ramp G3		I-290 ¹	O		A
	Ramp G1		Ramp G7 ¹	O		B(IDOT)
	Ramp G6		Ramp K3 ¹	O		B(IDOT)
	EB, WB		Park Blvd.	O		A
	EB, WB		Arlington Heights Rd.	O		A.
	Rohlwing Rd.		Dry Land Bridge	O		B(IDOT)

4042 Devon Av Bridge Reconst. Park Blvd./Pierce Rd./Ketter Dr.						
Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge	Maintenance**
	EB/WB Devon Av		I-290	O	TBD	B(IDOT, Cook Co.)

4040 Elgin O'Hare: Arlington Heights Rd. to Lively Blvd.						
Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge	Maintenance**
	EB, WB		Prospect Avenue	O	TBD	A
	EB, WB		Salt Creek	O	TBD	A
	EB, WB		Salt Creek Frontage Road	O	Steel	TBD
	EB, WB		Mittel Boulevard	O	TBD	A
	EB, WB		Wood Dale Road	U	TBD	B (DuPage)

4041 Elgin O'Hare: Lively Blvd. to Supreme Dr.						
Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge	Maintenance**
	EB, WB		Lively Boulevard	O	TBD	A
	EB, WB		IL 83	O	TBD	A
	EB, WB		RR Spur	O	TBD	A
	EB, WB		Supreme Drive	O	TBD	A

TBD						
Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge	Maintenance**
	Hook (Ramps Q1, Q5, and Q6)		Over Ramps P1 and P8, West Bypass, RR Tracks, and York Rd.	O		B(DuPage)

- ** 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.
- ¹CM responsibilities

Attachment A

Web-based Project Management System

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

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

The successful consultant must establish broadband Internet connectivity in order to effectively utilize the System (T1 is recommended) and must comply with all work instructions and procedures relating to its use. The consultant must furnish all hardware and software required to effectively utilize the System, including personal computers, peripheral software, virus protection software, System plug-ins, ActiveX installation, firewall configuration and high-speed document scanners. The consultant will be solely responsible for coordination between its subconsultants & 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 having access to the system. A valid e-mail address must be provided prior to training session. The consultant agrees to comply with all terms and conditions associated with use of the web-based project management system.

- 1.0 Consultant shall utilize ISTHA web based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.
- 2.0 Within 14 calendar days of Notice to Proceed , Consultant shall designate a website manager (coordinator) who is to be the point of contact with ISTHA website implementation and support staff.

- 3.0** Consultant is required but not limited to submit the following using the System:
- 3.1 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.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners	
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
Large Format Scanner ¹	Océ TDS610 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Océ TDS810 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Vidar Select P36 Color Scanner or equivalent
Large Format Scanner ¹	Vidar Select MP36 MonochromeScanner 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 -
Attachment "A"

Contract / Section No.	Description	Schedule														
		Start Date	Finish Date	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
W01	US 20 to Roselle	3/15/2014	10/31/2014													
W02	Rosselle to Meachem	3/15/2014	12/1/2014													
W03	Noise Walls - US 20 to Roselle	7/17/2013	10/31/2013													
W04	Noise Walls - Roselle to Meachem	7/17/2013	10/31/2013													
C01	Rohwing Road Overpass	11/22/2013	9/26/2015													
C02	Elgin O'Hare - Meachem to IL 53	3/24/2014	11/1/2015													
C03	NB I-290 WB to Elgin O'Hare	3/15/2014	9/20/2015													
C04/C05	Ramps: EB I-290 to WB Elgin O'Hare, E-IL 53 & EB EQ to I-290	3/24/2014	11/1/2015													
C06	WB Elgin O'Hare to I-290	3/27/2015	11/1/2016													
C07	EB Elgin O'Hare - IL 53/Rohwing Rd to Park	3/25/2016	11/1/2017													
C08	Elgin O'Hare - Park to Arlington Hts Rd	3/25/2016	11/1/2017													
C09	Devon Ave Bridge	3/19/2015	11/1/2015													
C10	Park Blvd - Pierce Rd - Ketter Dr	3/29/2014	8/31/2014													
C11	Elgin O'Hare - Arlington Hts to Salt Creek	3/15/2016	11/1/2017													
C14	Maintenance Facility	3/26/2015	11/13/2015													
E01	Elgin O'Hare - Salt Creek to Lively Blvd	3/15/2016	10/1/2017													
E02	Elgin O'Hare - Lively Blvd to IL 83	3/15/2016	12/1/2017													
E03	Elgin O'Hare - IL 83 to East of Supreme Dr	3/15/2018	11/29/2020													
N04	Western Access from York Road	4/1/2017	9/28/2018													
	Wetland Mitigation Site - Lake County															
TL01	Tolling - US 20 to I-290	10/21/2014	8/16/2015													
TL03	Tolling - I-290 to Salt Creek	4/5/2017	10/21/2017													
TL04	Tolling - Salt Creek to IL 83	7/5/2017	7/1/2018													
S01	I-294 @ IL 64 & County Line Rd	3/15/2020	11/1/2021													
S02	Taft Avenue Extension	3/15/2018	11/1/2019													
IN02	Elmhurst Rd/Touhy Ave Interchange	3/15/2017	7/31/2018													
IN01	Elhurst Rd/Oakton St Interchange	3/15/2015	11/1/2015													
N07	Touhy Ave UPRR Grade Separation	4/1/2021	11/1/2022													
S11	Franklin Park Drainage Improvements	3/15/2018	11/1/2019													
TL06	Tolling - I-294 at IL 64	11/1/2020	11/1/2021													
TL07 partial	Tolling - Franklin/Green to I-294 (Use 10% - S02 project)	10/31/2019	11/1/2020													


-  CM Services
-  CCM Services
-  Contingency CCM Services

EXHIBIT "F"
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EXHIBIT G

CURRENT OBLIGATIONS FOR PROJECTS

I-12-4082

(T.Y. Lin International Great Lakes Inc.)

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining	Estimated Date of Completion	TY Lin Project number
			To Be Earned		
74852	Constructor	4,999,885	1319	8/16/2013	602593.00
24377	Constructor	211,645	133	7/31/2013	602624.40
RR-11-5636	Constructor	2,495,852	359	12/31/2014	602630.00
14623	Design	1,912,685	1070	9/30/2015	602514.60
C006466	Design	1,089,513	14	9/30/2013	602518.XX
744408	Design	6,928,788	4077	12/31/2014	602599.00
C11F1101115393B	Design	11,398,204	2265	2/28/2015	602613.XX
D-91-187-08	Design	10,800,512	2134	1/1/2014	602540.00
D-91-001-11	Design	2,135,530	683	12/31/2013	602612.00
P-30-005-12	Design	1,933,347	1059	12/31/2013	602619.00
K20205	Other	1,266,821	555	4/30/2014	602645.00

EXHIBIT "I"
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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

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

** Additional services funds require prior authorization before use

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

TOTAL Additional Services DBE/MBE/WBE Subconsultants: EXHIBIT #1

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: 213 OF 367

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)

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

** Additional services funds require prior authorization before use

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

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

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

EXHIBIT H
PAGE 211 OF 389

Project Number:

I-12-4082

Consultant: AAA Engineering, LTD

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		
CCM														
Mechanical Engineer														
Electrical Engineer														
CM - C03														
Electrical Inspector			160	160	160	160	160	140	120	110	80	80	80	1330
CM - C04/C05														
Electrical Inspector					80	160	160	160	160	160	80	80		960
CM - C06/C07														
Electrical Inspector														
TOTALS			160	160	240	320	320	320	300	280	270	160	80	2290

- 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

Notes:
 276 of 367
 EXHIBIT A

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				
CCM																
Mechanical Engineer																
Electrical Engineer																
CM - C03																
Electrical Inspector	80	80	80	80	80	120	120	120	120	120	120	120	120	120	120	1120
CM - C04/C05																
Electrical Inspector	60	60	80	80	160	160	160	80	80	80						1000
CM - C06/C07																
Electrical Inspector			160	160	160	160	160	160	160	160	160	160	160	160	120	1560
TOTALS	140	140	320	320	400	440	440	360	360	360	280	120				3680

- 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

Notes:

EXHIBIT "1" 277 OF 367

I-12-4082

Consultant: AAA Engineering, LTD

Project Number:

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			
CCM															
Mechanical Engineer															
Electrical Engineer															
CM - C03															
Electrical Inspector															
CM - C04/C05															
Electrical Inspector															
CM - C06/C07															
Electrical Inspector	115	160	160	160	160	160	160	160	100	80	40	40			1495
TOTALS	115	160	160	160	160	160	160	160	160	160	100	80	40	40	1495

Sheet 4 of 4

- 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

Notes:
 278 OF 367
 PAGE

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 7,635.00
(From Exhibit C-3)

Total Dollars: \$ 365,631.00
(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 \$ 1,023,766.80

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

TOTAL DIRECT COSTS \$ 38,770.20

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) \$ 1,062,537.00

EXHIBIT "1"
PAGE 279 OF 367

Project No.: I-12-4082

Date: 1/25/2013

Consultant: AAA Engineering, LTD

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 44 NO. OF MONTHS

SCHEDULED START DATE: 5/1/2013

RAISE DATE: 10/1/2013

PERCENT OF RAISE: 3%

ESCALATION PER YEAR

Date	5/1/2013	-	9/30/2013	Date
	5.0			
	44.0			

11.36%
Escalation Factor First Period

Date	10/1/2013	-	9/30/2014	Date
	12.0			
	44.0			

28.09%
Escalation Factor Second Period

Date	10/1/2014	-	9/30/2015	Date
	12.0			
	44.0			

28.93%
Escalation Factor Third Period

Date	10/1/2015	-	9/30/2016	Date
	12.0			
	44.0			

29.80%
Escalation Factor Fourth Period

Date	10/1/2016	-	12/31/2016	Date
	3.0			
	44.0			

7.67%
Escalation Factor Fifth Period

Date		-		Date

Escalation Factor Sixth Period

The escalation factor for this project is: 105.86%

EXHIBIT "I"
PAGE 281 OF 367

Project No.: I-12-4082

Consultant: AAA Engineering, LTD

Date: 1/25/2013

Total Escalation Factor from C-2: 105.86%

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)
CCM				
Inspector/Field Engineer	\$45.00	\$47.64	85.00	\$ 4,049.00
Senior Electrical Engineer	\$66.25	\$70.00	85.00	\$ 5,950.00
CM - C03				
Inspector/Field Engineer	\$45.00	\$47.64	2,450.00	\$ 116,718.00
CM - C04/C05				
Inspector/Field Engineer	\$45.00	\$47.64	1,960.00	\$ 93,374.00
CM - C06/C07				
Inspector/Field Engineer	\$45.00	\$47.64	3,055.00	\$ 145,540.00

Total Estimated Work Hours: 7,635.00 (Page 1)
Must Match Exhibit A

(Page 1) Total Direct Labor: \$ 365,631.00

(Page 1) Average Hourly Rate: \$ 47.89

- (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
PAGE 282 OF 367

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate	\$ <u>45.00</u>	X	<u>795</u>	\$ <u>35,775.00</u>
	Includes Tolls		No. of Days	

Mileage	\$ <u>0.565</u>	X	<u>200</u>	\$ <u>113.00</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>35,888.00</u>
------------------------------------	----------------------------

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

\$ 2,882.20

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 283 OF 367

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-12-4082

Consultant: AAA Engineering, LTD

EXHIBIT E - KEY PROJECT PERSONNEL

Mechanical Engineer: Bruce Spero

Classification: Inspector/Field Engineer

Electrical Engineer: Irwin Smiley

Classification: Senior Electrical Engineer

Project Engineer: _____

Classification: _____

Resident Engineer: _____

Classification: _____

Documentation Engineer: _____

Classification: _____

Project Civil Engineer: _____

Classification: _____

Project Structural Engineer: _____

Classification: _____

Project Drainage Engineer: _____

Classification: _____

Senior Engineer: _____

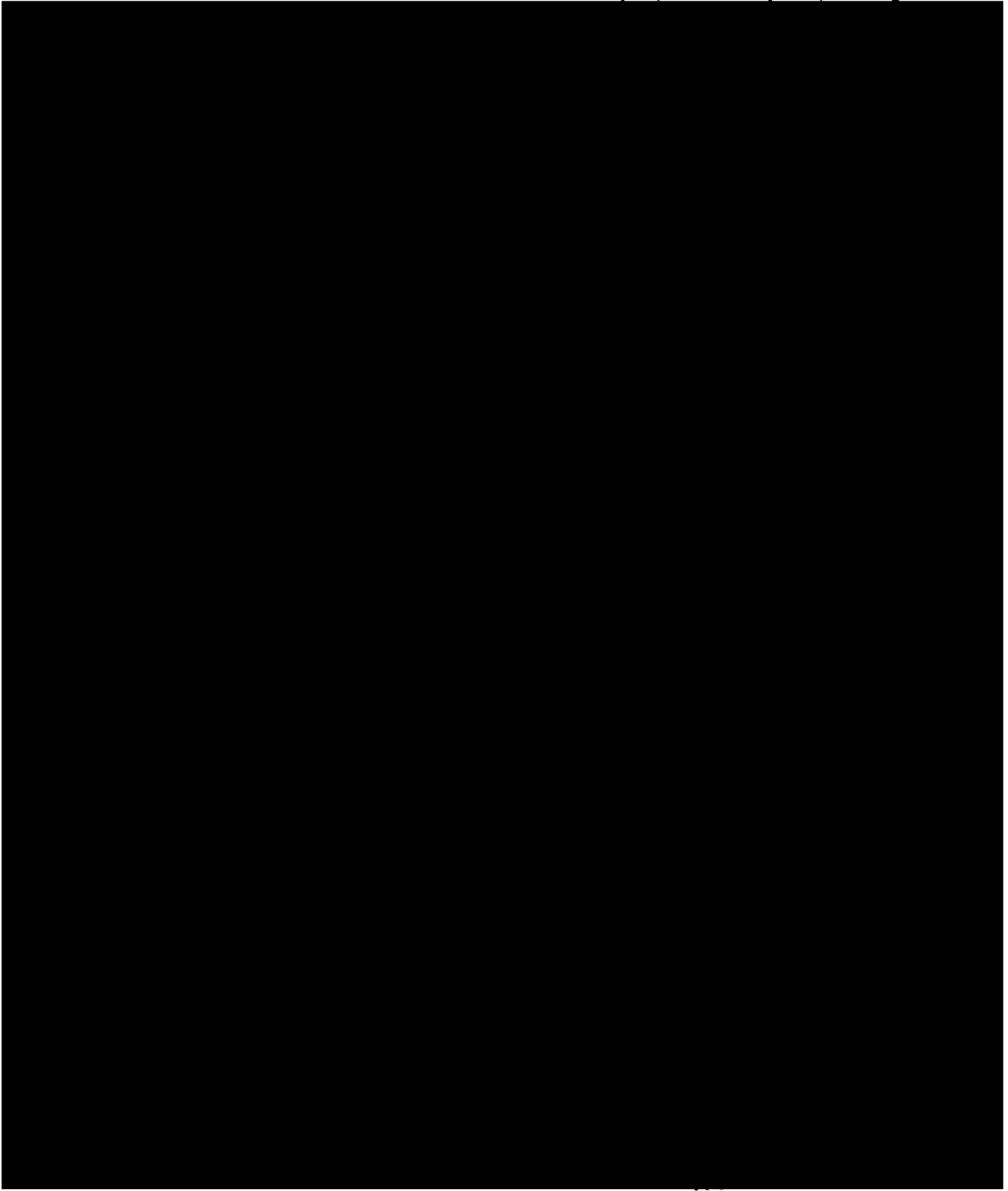
Classification: _____

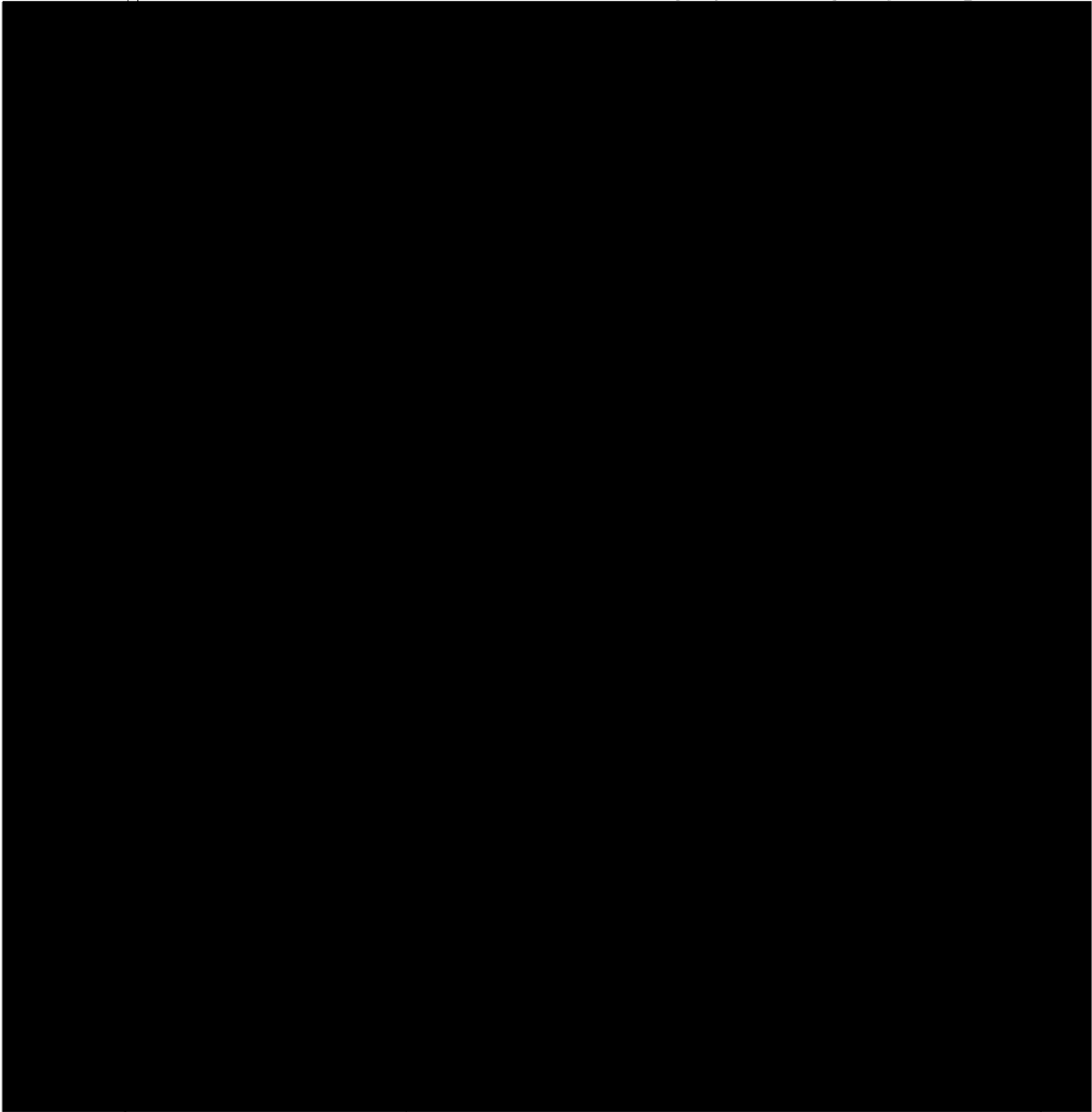
Others: _____

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

Attach resumes of all key personnel

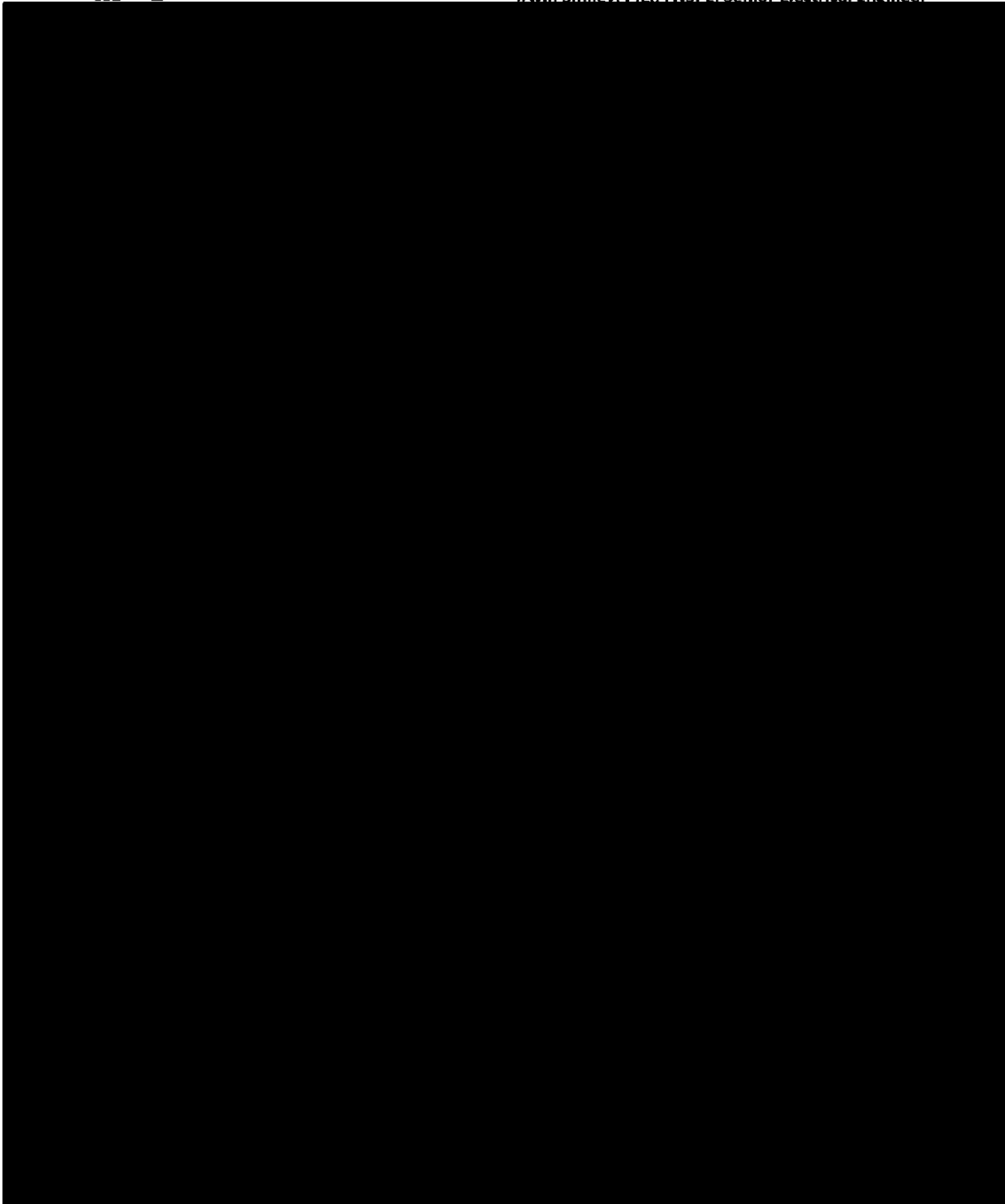
EXHIBIT "1"
PAGE 288 OF 367

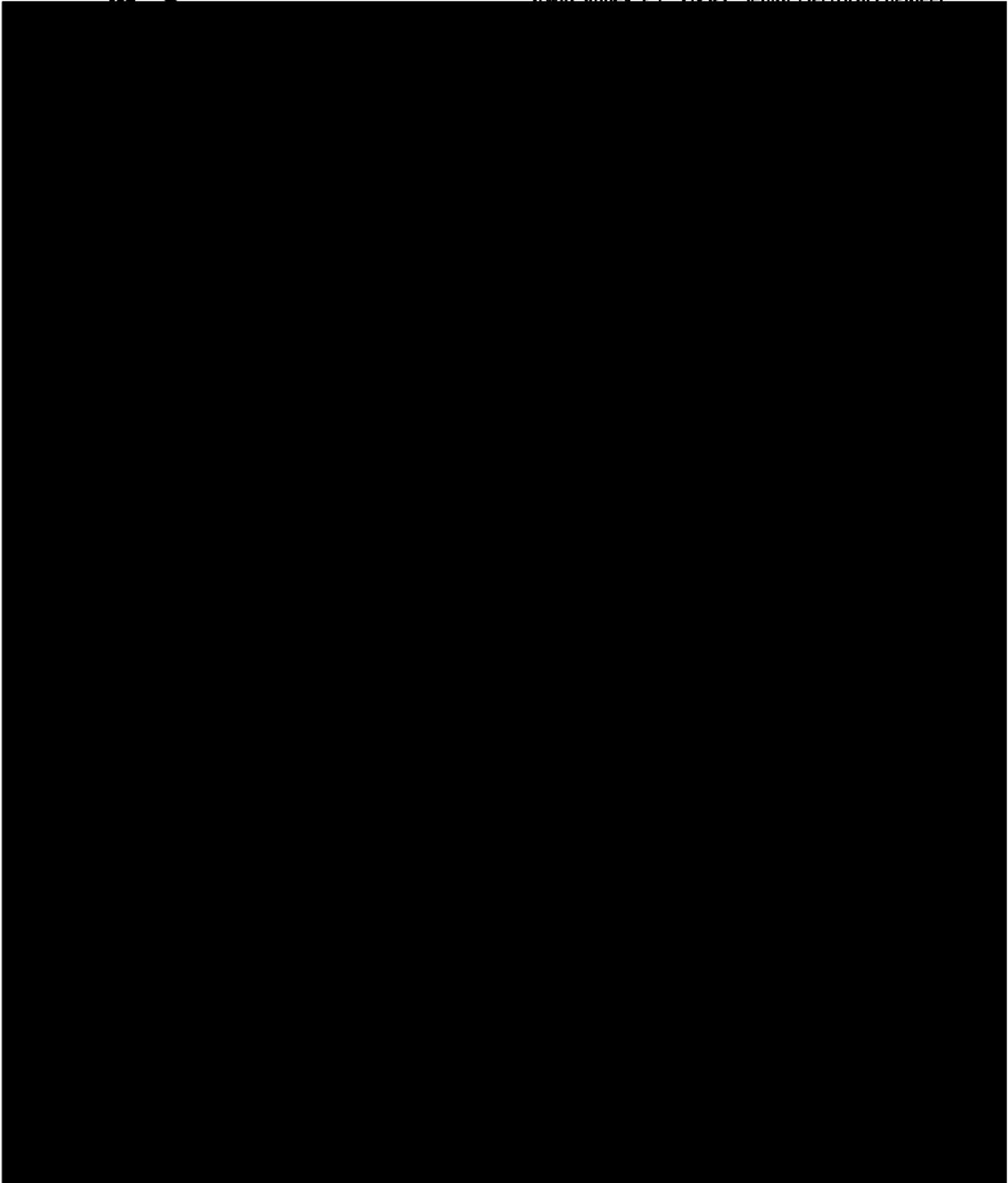




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EXHIBIT "I"
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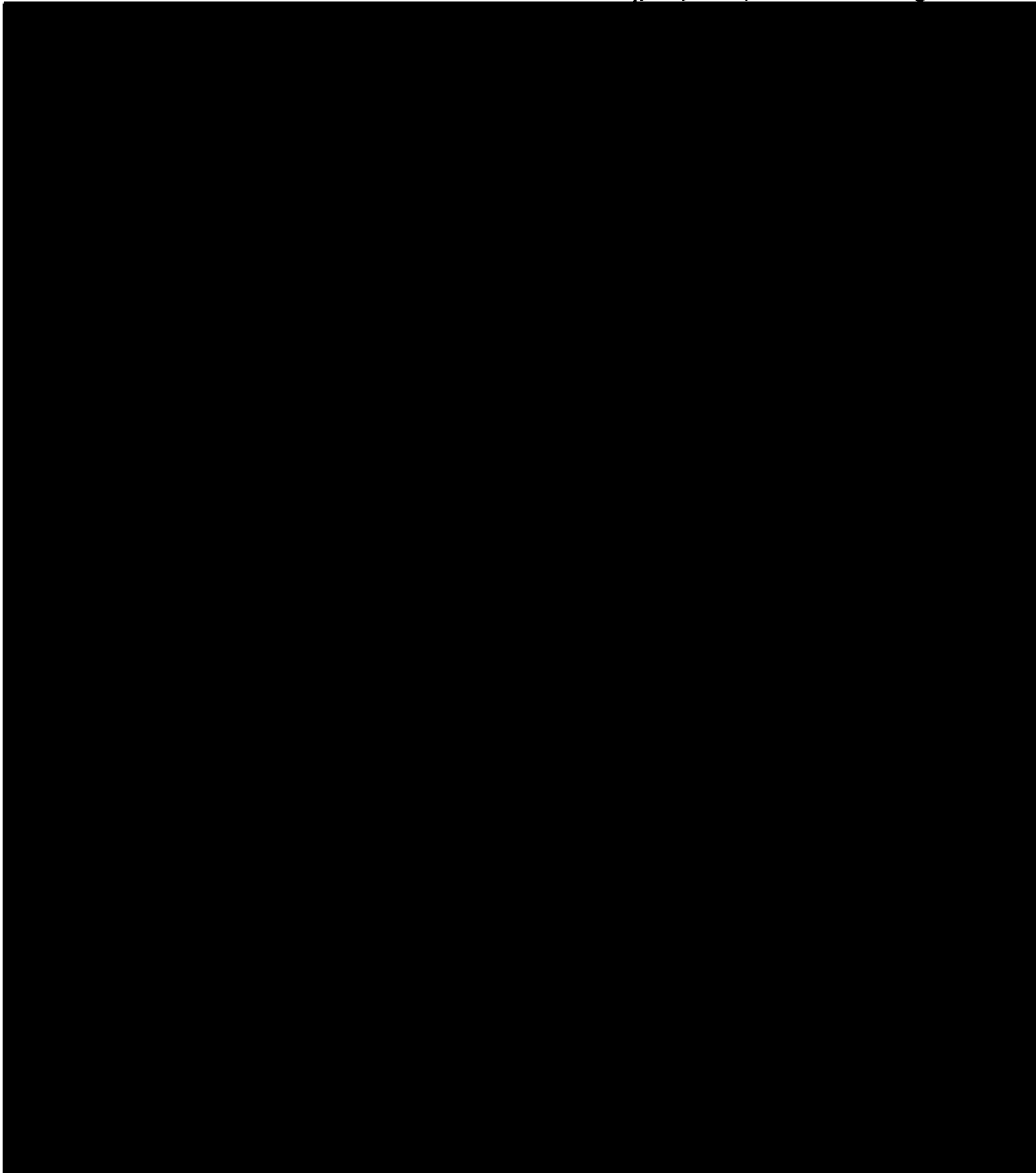


EXHIBIT "I"

EXHIBIT F

SCOPE OF SERVICES

I-12-4082

AAA Engineering, LTD

AAA Engineering will perform mechanical and electrical inspection services for both Corridor Construction Mangement and Construction Management portion of the contract. The work will include the review of contractors submittals, RFI's, changes, extra work orders, inspection and documentation of contractors electrical and mechanical work in accordance with contract plans and Authority's Construction Manual dated March 2012, and all applicable Tollway Criteria, Manuals and Bulletins.

EXHIBIT "F"
PAGE 294 OF 367

EXHIBIT G

CURRENT OBLIGATIONS FOR PROJECTS

I-12-4082

AAA Engineering, 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
CTA Red Line Rehabilitation Req. No. C11FT101232279	Electrical, Mechanical, Plumbing Communication Engineering	\$450,000.00	\$50,000.00	2/28/13
Wacker Dr. South Viaduct Reconstruction E-9-128	Electrical Inspection	\$325,000.00	\$25,000.00	2/28/13
Wells St. Bridge Rehabilitation Contract No. E-6-146	Shop Drawing Review	\$56,000.00	\$26,000.00	6/30/2013
LaSalle /Clark/Division Red Line Station Contract No. 26271	Electrical Construction Management	\$78,000.00	\$60,000.00	6/30/2013
63rd ADA CM Contract No. C11FI101115393	Electrical Construction Management	\$97,000.00	\$97,000.00	6/30/2013
CTA Traction Power Upgrades Contract No. 2010-0016	Traction Power Engineering	\$75,000	\$60,000	6/30/2013
Metra 31st St. Power Station Contract No. K20847	Traction Power Engineering	\$110,000	\$100,000	6/30/2013
Metra 18th St. Yard Study Contract No. K14794	Traction Power Engineering	\$20,000.00	\$3,600.00	4/30/2013
CTA Traction Power Substation Capacity Improvements Contract No. C12RT101326509	Traction Power Engineering	\$60,000.00	\$55,000.00	4/30/2013
Washington/Wabash Loop El CTA Station Spec. No. 105360	Electrical, Mechanical, Plumbing Communication Engineering	\$355,060.05	\$355,060.05	12/31/2013

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

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

** Additional services funds require prior authorization before use

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

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

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

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 36.7

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: 367

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

EXHIBIT H
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Project Number: I-12-4082

Consultant: Interra, 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		
CM - C03														
Project Manager					8									
Inspector/Technician														8
Staff Engineer														
CM - C04/C05														
Project Manager														
Inspector/Technician														
Staff Engineer														
CM - C06/C07														
Project Manager														
Inspector/Technician														
Staff Engineer														
TOTALS					8									8

PAGE 298 OF 367

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 A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
CM - C03															
Project Manager				2	2	2	2	2	2	2	2	2	2	2	14
Inspector/Technician				40	120	160	160	160	100	40	40	40	40	40	780
Staff Engineer				2	15	15	15	15	10	10	10	10	10	10	82
CM - C04/C05															
Project Manager				2	2	2	2	2	2	2	2	2	2	2	14
Inspector/Technician				80	140	160	160	160	100	50	50	50	50	50	850
Staff Engineer				2	8	10	10	10	8	1	1	1	1	1	49
CM - C06/C07															
Project Manager				2	2	2	2	2	2	2	2	2	2	2	18
Inspector/Technician				40	160	160	160	160	160	160	160	160	160	160	1215
Staff Engineer				8	10	10	10	10	10	10	10	10	10	10	78
TOTALS			42	193	459	521	521	521	394	277	172				3100

Sheet 3 of 4

- 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

PAGE 300 OF 307 EXHIBIT A

Project Number:

I-12-4082

Consultant: Interra, 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			
CM - C03															
Project Manager															
Inspector/Technician															
Staff Engineer															
CM - C04/C05															
Project Manager															
Inspector/Technician															
Staff Engineer															
CM - C06/C07															
Project Manager															
Inspector/Technician															
Staff Engineer															
TOTALS															

- 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 301 OF 367

Project No.: 1-12-4082 Consultant: Interra, Inc.

Date: 1/25/2013

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 42 NO. OF MONTHS
SCHEDULED START DATE: 5/1/2013
RAISE DATE: 1/1/2014
PERCENT OF RAISE: 3%

ESCALATION PER YEAR

Date	Date	Date	Date	Date	Date
5/1/2013	12/31/2013	1/1/2014	12/31/2014	1/1/2015	12/31/2015
8.0	42.0	12.0	42.0	12.0	42.0
19.05%		29.43%		30.31%	
Factor First Period		Escalation Factor Second Period		Escalation Factor Third Period	
				26.02%	
				Escalation Factor Fourth Period	
					Escalation Factor Fifth Period
					Escalation Factor Sixth Period

The escalation factor for this project is: 104.80%

PAGE 304 OF 367 EXHIBIT "1"

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate	\$ 45.00	X	450	\$	20,250.00
	Includes Tolls		No. of Days		

Mileage	\$ 0.565	X		\$	-
	Mileage Rate		No. of Miles		

(Use mileage rate found at:

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

TOTAL VEHICLE REIMBURSEMENT	\$	20,250.00
------------------------------------	-----------	------------------

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

Stanard Proctor

Moisture Contents

Grain Size Analysis w/Hydrometer

Atterberg Limits

Organic Content

PGE Gradation

Concrete Cylinders

Shotcrete Cores

HMA Air Voids

Ignition Extraction

Reflux Extraction

Washed Gradation

Core Density

EXHIBIT "I"
PAGE 306 OF 367

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 Costs (Maximum of \$15.00/Hr)
CADD	Actual Cost
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-12-4082

Consultant: Interra, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Manager: Sudhakar Rao Doppalapudi

Classification: Project Manager

Inspector/Technician: Vijaykumar Patel

Classification: Inspector/Technician

Staff Engineer: Vijayalaxmi Pandya

Classification: Staff Engineer

Resident Engineer: _____

Classification: _____

Documentation Engineer: _____

Classification: _____

Project Civil Engineer: _____

Classification: _____

Project Structural Engineer: _____

Classification: _____

Project Drainage Engineer: _____

Classification: _____

Senior Engineer: _____

Classification: _____

Others: _____

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

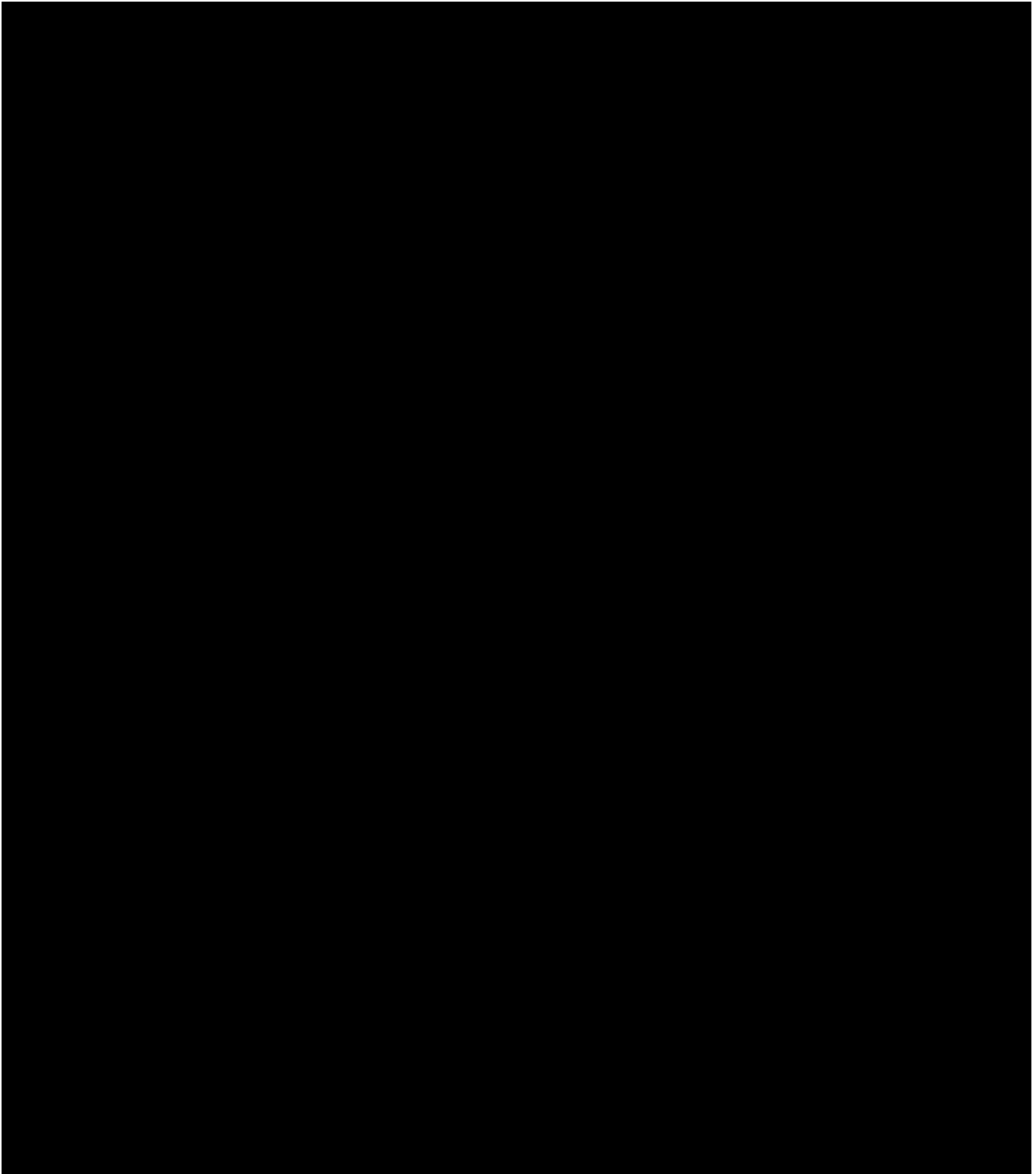
Attach resumes of all key personnel

EXHIBIT "E"
PAGE 311 OF 367



SUDHAKAR RAO DOPPALAPUDI, P.E.

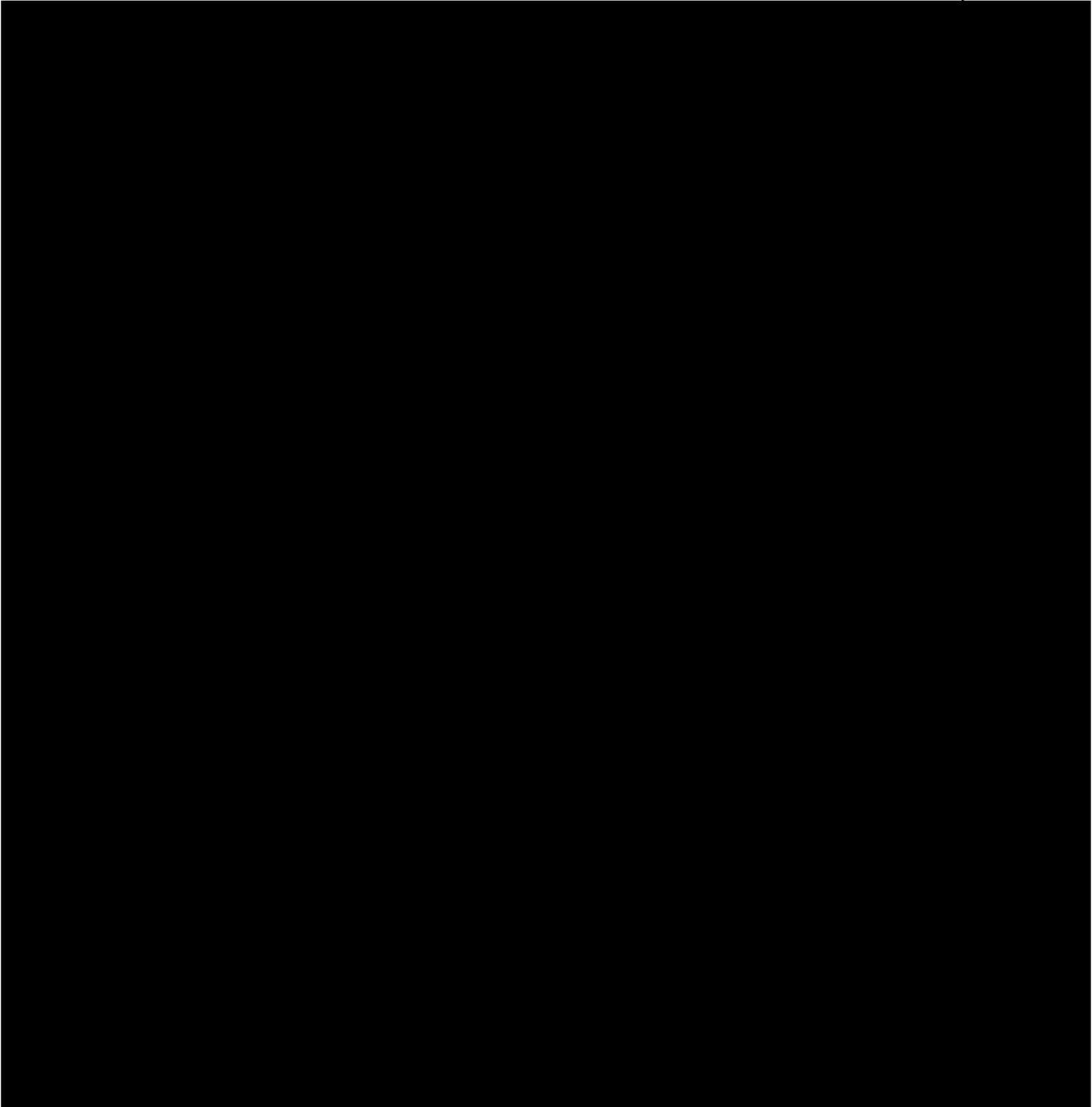
Liaison Engineer

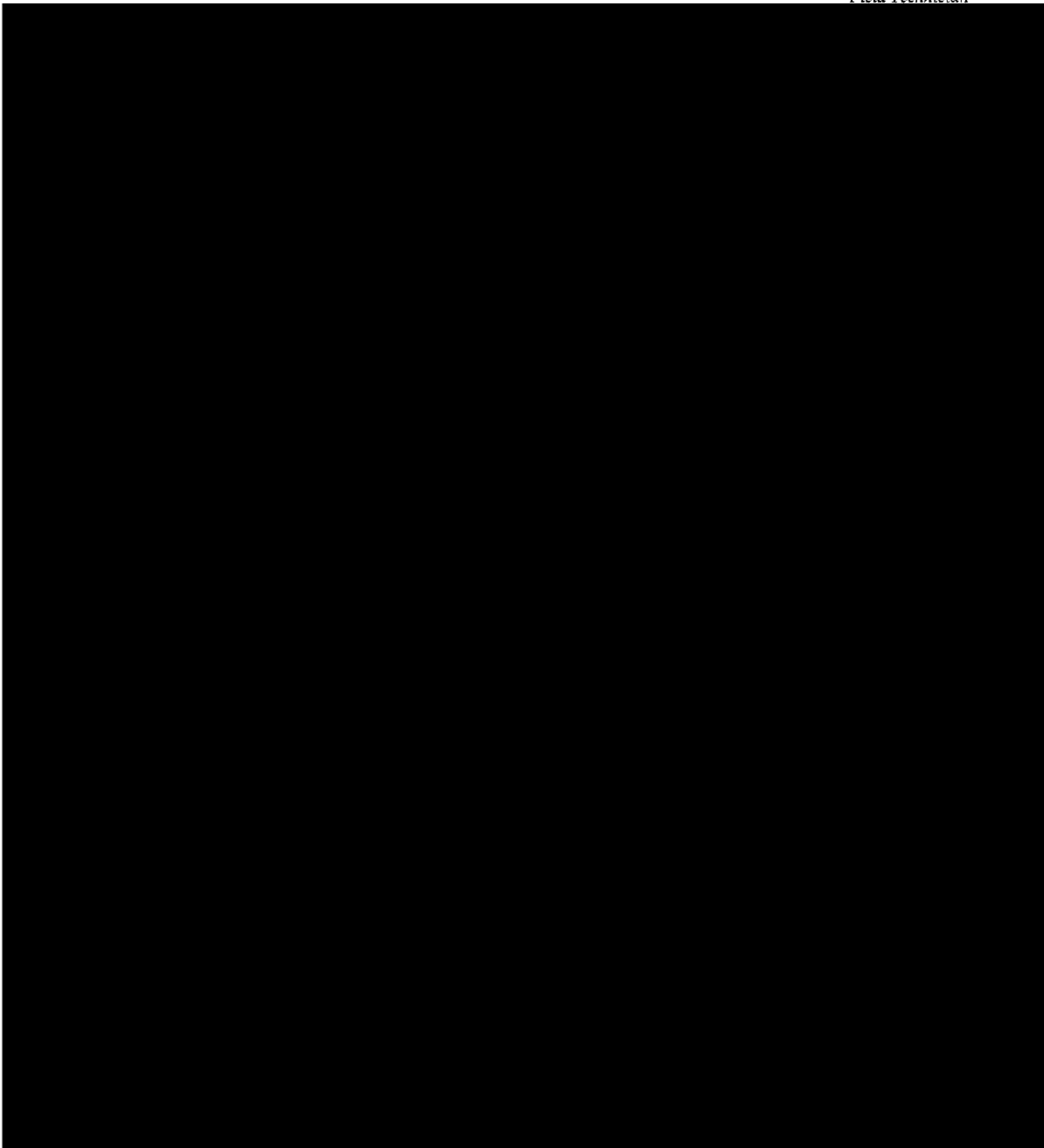


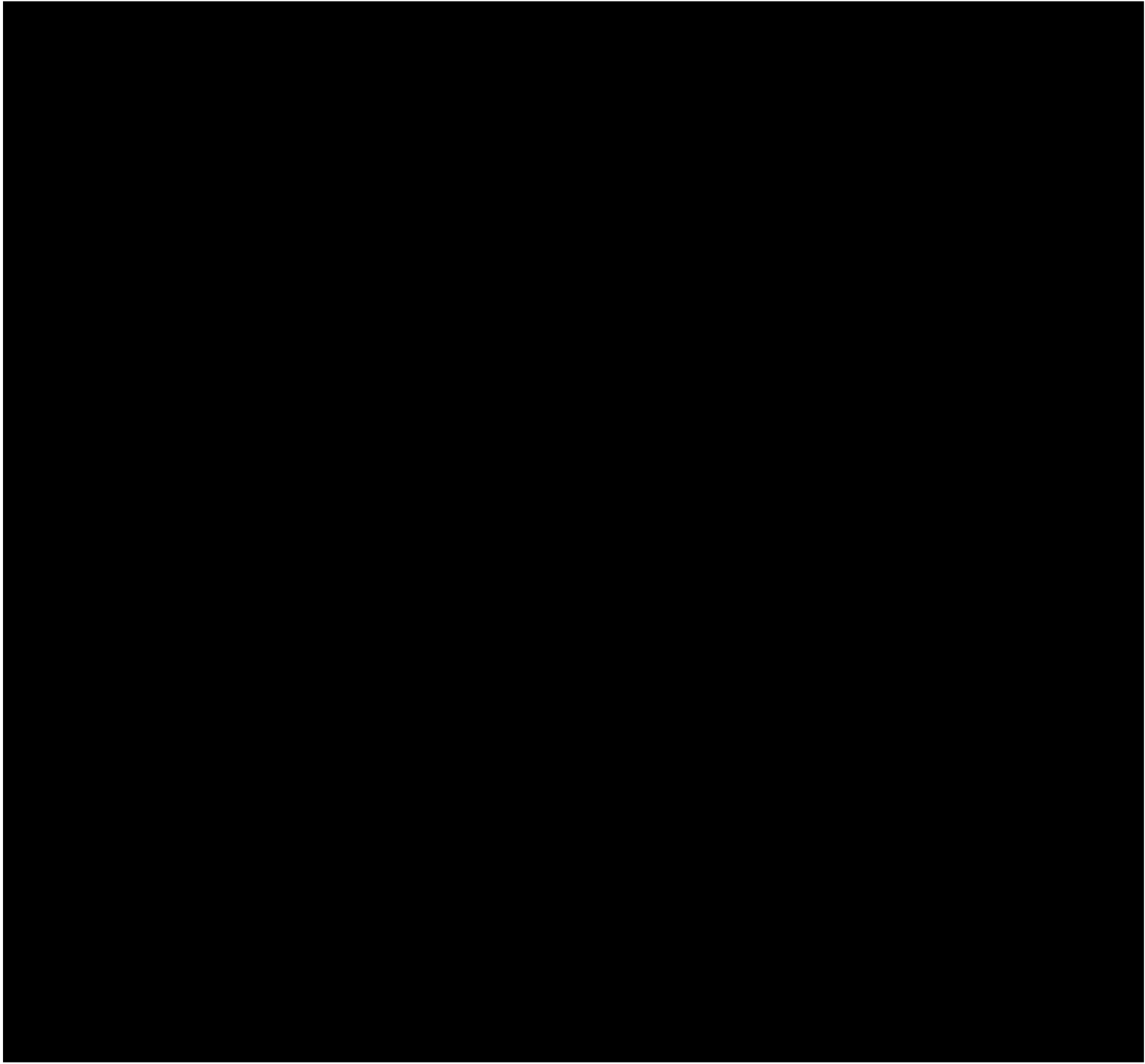


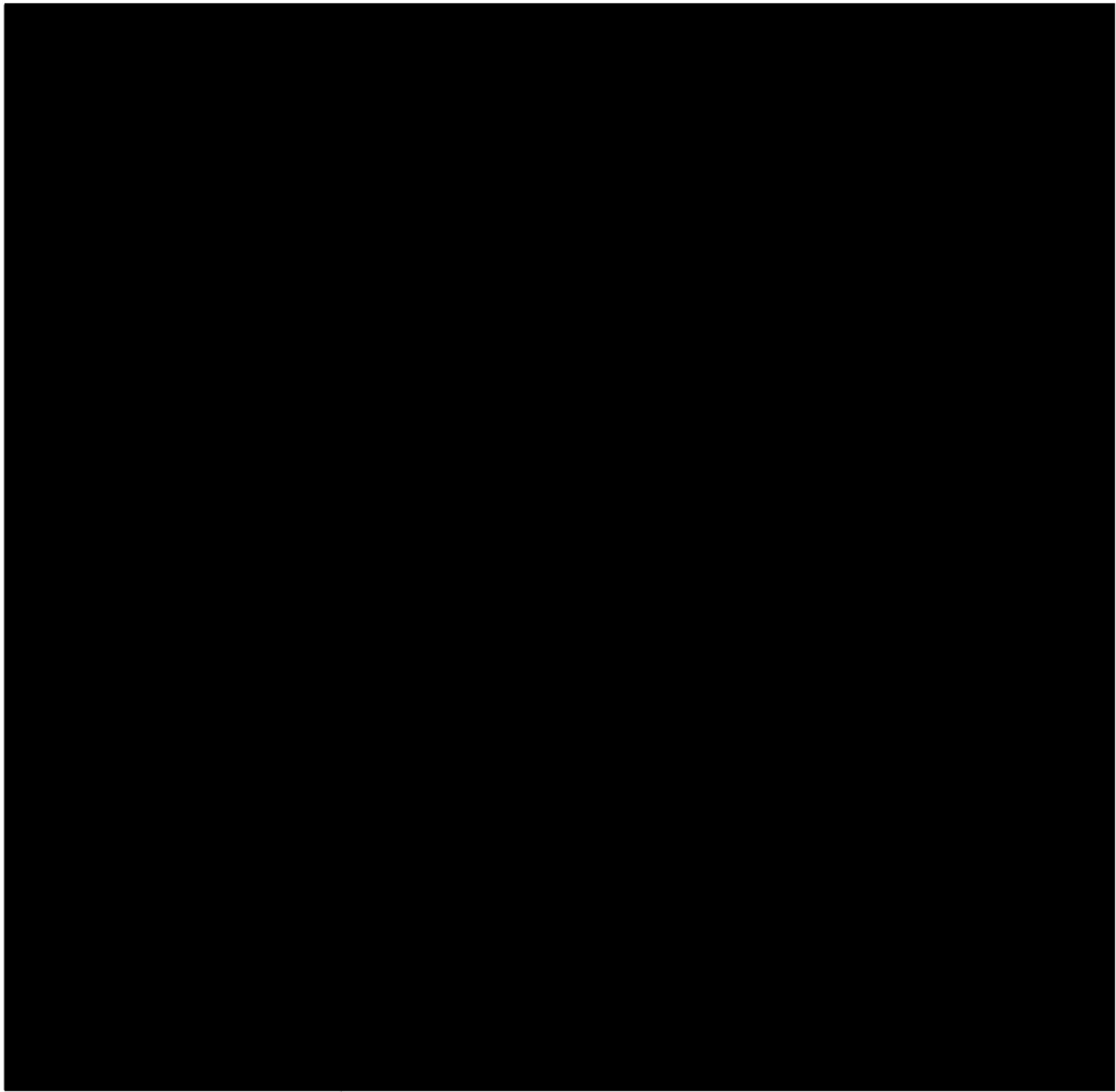
SUDHAKAR RAO DOPPALAPUDI, P.E.

Liaison Engineer









Interra
Contract No. I-12-4082

Substitution Explanation

The following personnel were presented as proposed staff in the Statement of Interest for which do not appear within this proposal.

Adam Wartsbaugh: Mr. Wartsburgh has been assigned to another project and is proposed to be replaced by Mr. Santanoo Sen whom possesses equivalent or greater experience.

Eloy Madrigal: Mr. Madrigal has been assigned to another project and is proposed to be replaced by Mr. Vijay Kumar Patel whom possesses equivalent or greater experience.

EXHIBIT F

SCOPE OF SERVICES

I-12-4082
Interra, Inc.

Interra will perform on-site and laboratory material testing services for the Construction Management portion of this contract. The work will include providing all such labor, equipment and materials necessary to perform the on-site Quality Assurance testing of soils, aggregate, concrete, and bituminous materials and required reports all in accordance with the Authority's Construction Manual dated March 2012, and all applicable Tollway Criteria, Manuals and Bulletins.

EXHIBIT G

CURRENT OBLIGATIONS FOR PROJECTS

I-12-4082

Interra, 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
I-11-4000	I-90 and Rt. 47	\$168,661	\$120,000	September-13

EXHIBIT "I"
PAGE 314 OF 367

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

EXHIBIT "H"
PAGE 541 OF 369

Project Number: I-12-4082

Consultant: Metro Strategies, 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					
CCM																	
Public Involvement					8	10	10	10	10	10	10	10	10	10	10	10	78
TOTALS					8	10	10	10	10	10	10	10	10	10	10	10	78

- 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

Sheet 1 of 5

EXHIBIT A
 PAGE 322 OF 367

Project Number:

I-12-4082

Consultant: Metro Strategies, 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					
CCM																	
Public Involvement	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	420
TOTALS	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	420

Sheet 2 of 5

- 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 323 OF 367

Project Number:

I-12-4082

Consultant: Metro Strategies, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
CCM																
Public Involvement	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	385
TOTALS	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	385

Sheet 5 of 5

- 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

Notes:

PAGE EXHIBIT "1" 326 OF 367

Project No. I-12-4082

Consultant: Metro Strategies, Inc.

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 1,723.00
(From Exhibit C-3)

Total Dollars: \$ 93,714.00
(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

\$ 262,399.20

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

TOTAL DIRECT COSTS \$ 9,797.50

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)

\$ 272,196.70

EXHIBIT "I"
PAGE 327 OF 307

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate	<u>\$ 45.00</u>	X	<u>150</u>		<u>\$ 6,750.00</u>
	Includes Tolls		No. of Days		

Mileage	<u>\$ 0.565</u>	X	<u>500</u>		<u>\$ 282.50</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>\$ 7,032.50</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_TO_LLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

	<u>\$ 2,765.00</u>
--	---------------------------

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 "J"
PAGE 331 OF 367

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	
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-12-4082

Consultant: Metro Strategies, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Public Involvement: Karyn Romano

Classification: Project Principal

Project Manager: _____

Classification: _____

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.

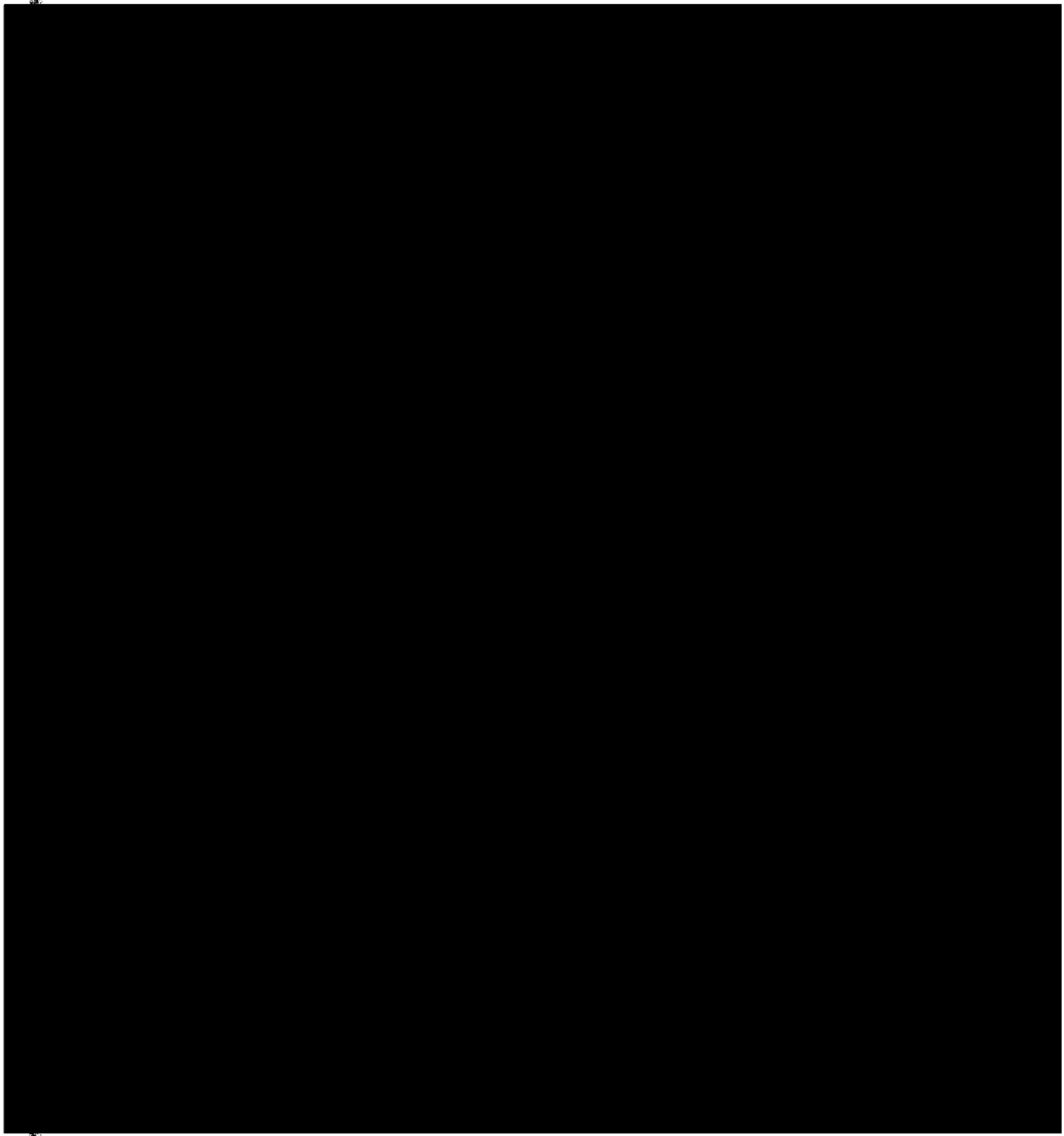
Attach resumes of all key personnel

EXHIBIT "E"
PAGE 336 OF 367

KARYN ROMANO

President


strategies



YEARS OF EXPERIENCE: 25

EXHIBIT F

SCOPE OF SERVICES

I-12-4082

Metro Strategies, Inc.

Metro Strategies will perform public relations for the Corridor Construction Management portion of this contract. The work will include but not be limited to coordination of public outreach meetings and regular agency coordination meetings, preparation of corridor exhibits, preparation of project information for distribution and participation in public meetings including providing project presentations.

EXHIBIT "F"
PAGE 338 OF 367

EXHIBIT G**CURRENT OBLIGATIONS FOR PROJECT****I-12-4082****Metro Strategies, 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
P-88-004-07	North Lake Shore Drive Phase I	\$1,470,461	\$1,470,461	12/2017
18636	CDOT CREATE	\$138,000	\$43,428	12/2013
18651	CDOT Bike Share Program	\$28,600	\$28,600	09/2013
18654	CDOT Sustainable Infrastructure	\$39,047	\$21,820	08/2013
ISTHA PSB 05-03/2	Traffic Engineer	\$208,661	\$66,407	12/2013
	DuPage County Policy & Grant Writing	\$35,000	\$24,100	03/2013
	CBBEL Government Affairs	\$4,000/month		On-going
	Metra Communications	\$75,000	\$71,000	06/2015
K20243	Metra Oswego Extension	\$40,108	\$40,108	12/2014
K14800	Metra UP EAs	\$20,130	\$20,130	09/2013
CO144	CDEO Illinois Disaster Recovery Program	\$352,700	\$135,088	12/2013
	RTA TSP Planning	\$48,000	\$48,000	11/2017
	Southwest Conference of Mayors Harlem Avenue Corridor & Cicero Avenue Corridor PM	Hourly		On-going
	CTA On-call Planning	Task Order Contract		12/2016

EXHIBIT "1"

PAGE 339 OF 367

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: 5 -

TOTAL Additional Services DBE/MBE/WBE Subconsultants: 5 -

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: 5 -

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 348 OF 369

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: \$ _____

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I-12-4082

Consultant: R & G Engineering, LLC

Project Number:

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		
CCM					130	130	160	160	160	160	160	160	160	1220
Senior Administrator														
Project Engineer														
CM 03														
Inspector														
Inspector														
CM 04/05														
Inspector														
Inspector														
CM 06/07														
Inspector														
Inspector														
Survey														
TOTALS					130	130	160	160	160	160	160	160	160	1220

Sheet 1 of 6

- 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

Notes:

PAGE 342 OF 367

Project Number: I-12-4082

Consultant: R & G Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2014												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
CCM	160	160	160	160	160	160	160	160	160	160	160	160	160	1920
Senior Administrator														640
Project Engineer														
CM 03														
Inspector	170	180	180	180	200	200	200	200	200	200	180	180	180	2090
Inspector	180	180	180	180	200	200	200	200	200	200	180	180	180	2100
CM 04/05														
Inspector					70	120	160	160	160	160	160	160	160	1150
Inspector						100	100	160	160	160	120	80		880
CM 06/07														
Inspector														
Inspector														
Survey														
TOTALS	160	510	520	520	790	940	980	1040	880	880	800	760	8780	

Sheet 2 of 6

- 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

Notes:

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EXHIBIT A

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					
CCM																	
Senior Administrator	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	1920
Project Engineer					160	160	160	160									640
CM 03																	
Inspector	180	180	180	200	200	200	200	180	160	160	160	160	160	160	160	160	1840
Inspector	180	180	180	200	200	200	200	180	160	160	160	160	160	160	160	160	1840
CM 04/05																	
Inspector	160	160	160	160	160	160	160	160	80	80							1440
Inspector	60																60
CM 06/07																	
Inspector			180	200	200	200	200	200	200	200	200	200	200	180	180	180	1940
Inspector			180	200	200	200	200	200	200	200	200	200	200	180	180	180	1940
Survey			160	160	160	160	160	160	160	160	160	160	160	100	80	80	1460
TOTALS	740	680	1200	1280	1440	1440	1440	1440	1120	1120	1120	1120	620	600	600	600	13080

- 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

PAGE EXHIBIT "1" 344 OF 347

Project Number:

I-12-4082

Consultant: R & G Engineering, 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		
CCM	160	160	160	160	160	160	160	160	160	160	160	160	160	1920
Senior Administrator														640
Project Engineer														
CM 03														
Inspector														
Inspector														
CM 04/05														
Inspector														
Inspector														
CM 06/07														
Inspector	180	180	200	200	200	200	200	200	200	200	180	180	2320	
Inspector	180	180	200	200	200	200	200	200	200	200	180	180	2320	
Survey	80	80	160	160	160	160	160	160	160	160	120	120	1560	
TOTALS	600	600	720	720	880	880	880	880	880	720	720	640	520	8760

Sheet 4 of 6

- 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

Notes:

PAGE 345 OF 367

EXHIBIT "I"

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
CCM	160	160	160	160	160	160	160	160	160	160	160	160	160	1920
Senior Administrator														640
Project Engineer														
CM 03														
Inspector														
Inspector														
CM 04/05														
Inspector														
Inspector														
CM 06/07														
Inspector														
Inspector														
Survey														
TOTALS	160	160	160	160	320	320	320	320	160	160	160	160	160	2560

Sheet 5 of 6

- 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

Notes:

PAGE

EXHIBIT "1"
346 OF 367

Project Number:

I-12-4082

Consultant: R & G Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
CCM																
Senior Administrator	160	160	160	160												640
Project Engineer																
CM 03																
Inspector																
Inspector																
CM 04/05																
Inspector																
Inspector																
CM 06/07																
Inspector																
Inspector																
Survey																
TOTALS	160	160	160	160												640

Sheet 6 of 6

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

PAGE 347 OF 367

EXHIBIT A

Project No. I-12-4082

Consultant: R & G Engineering, LLC

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 35,040.00
(From Exhibit C-3)

Total Dollars: \$ 1,098,378.00
(From Exhibit C-3)

Multiplier to be used on this project: 2.80
Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 3,075,458.40

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

TOTAL DIRECT COSTS \$ 114,651.30

C. SERVICES BY OTHERS

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

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

TOTAL SERVICES BY OTHERS \$ -

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) \$ 3,190,109.70

EXHIBIT "J"
PAGE 348 OF 367

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	Daniel J Griffin	70.00	70.00	Yes
Resident Engineer	Richard Rivera	55.23	55.23	Yes
Senior Civil Engineer	Dave Crow	47.74	45.61	Yes
	Keith Keslinke	43.47		Yes
Civil Engineer 2	Daniel P Griffin	34.95	34.27	Yes
	Anthony P. Mareno	32.90		Yes
	Daniel Zeman	34.95		Yes
Field Engineer/Inspector	John C. Babbitt	27.53	27.53	Yes
Senior Field Inspector	Robert Nowak	39.78	39.78	Yes
Office Administrator	Lizette Campuzano	23.15	23.15	Yes
Engineer Intern	Jose Martinez	18.00	18.00	Yes

- * Exhibit C-1 is a comprehensive list of classifications of company employees.
- (1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.
- (2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.
- (3) Use as many sheets as necessary to show classifications.

EXHIBIT "1"
PAGE 349 OF 367

Project No.: I-12-4082

Consultant: R & G Engineering, LLC

Date: 1/25/2013

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 NO. OF MONTHS

SCHEDULED START DATE: 5/1/2013

RAISE DATE: 1/1/2014

PERCENT OF RAISE: 3%

ESCALATION PER YEAR

Date	Date	Date	Date	Date	Date	Date	Date
5/1/2013	12/31/2013	1/1/2014	12/31/2014	1/1/2015	12/31/2015	1/1/2016	12/31/2016
8.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
60.0	60.0	60.0	60.0	60.0	60.0	60.0	60.0
13.33%	20.60%	21.22%	21.85%	22.51%	7.73%	Escalation Factor Sixth Period	
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: 107.24%

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-12-4082

Consultant: R & G Engineering, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Field Engineer/Inspector: Anthony P. Mareno

Classification: Civil Engineer 2

Field Engineer/Inspector: John C. Babbitt

Classification: Field Engineer/Inspector

Senior Administrator: Lizette Campuzano

Classification: Office Administrator

Resident Engineer: _____

Classification: _____

Documentation Engineer: _____

Classification: _____

Project Civil Engineer: _____

Classification: _____

Project Structural Engineer: _____

Classification: _____

Project Drainage Engineer: _____

Classification: _____

Senior Engineer: _____

Classification: _____

Others: _____

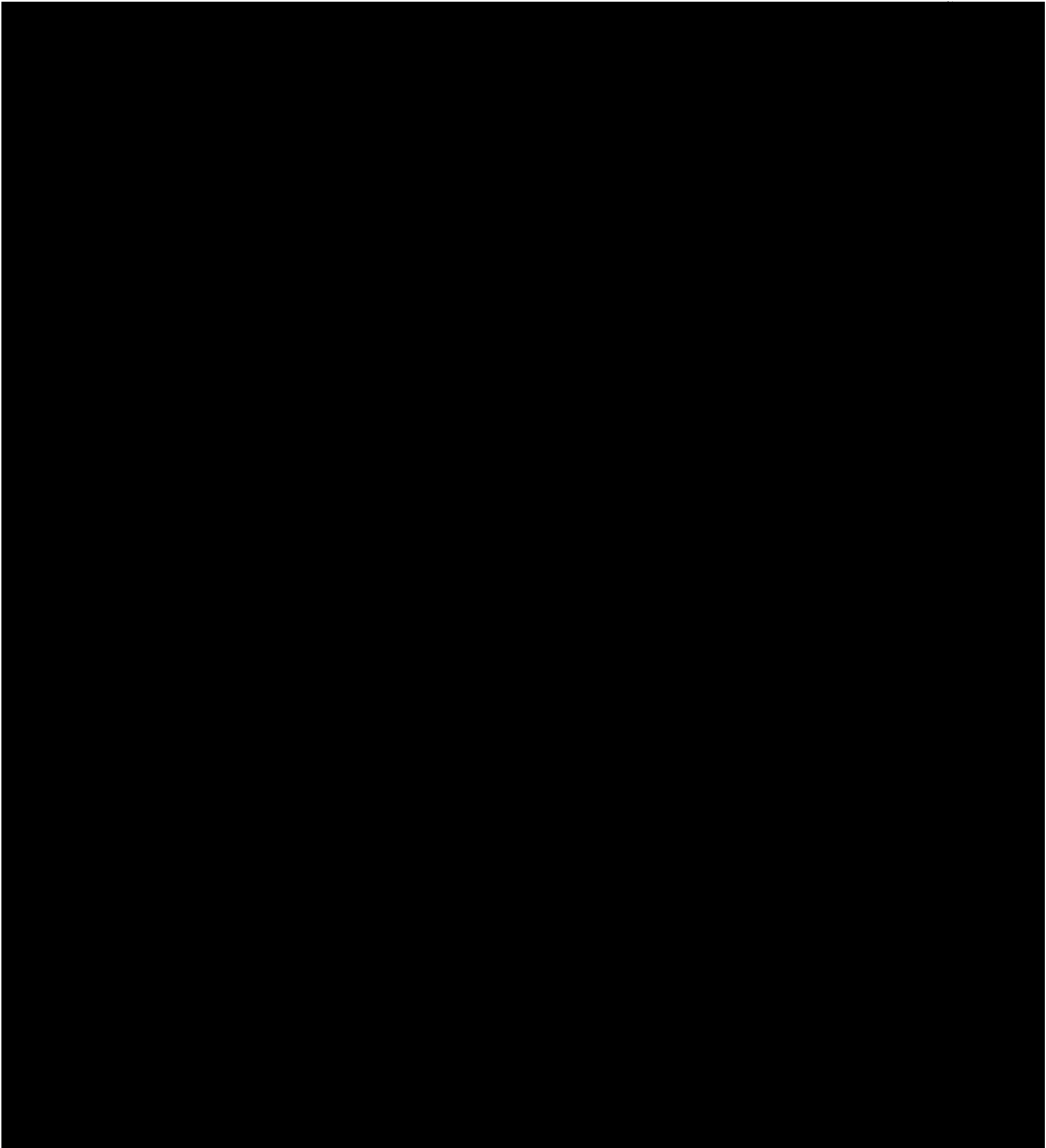
List all key personnel titles that are applicable to this project.

Attach resumes of all key personnel

EXHIBIT "I"
PAGE 357 OF 367

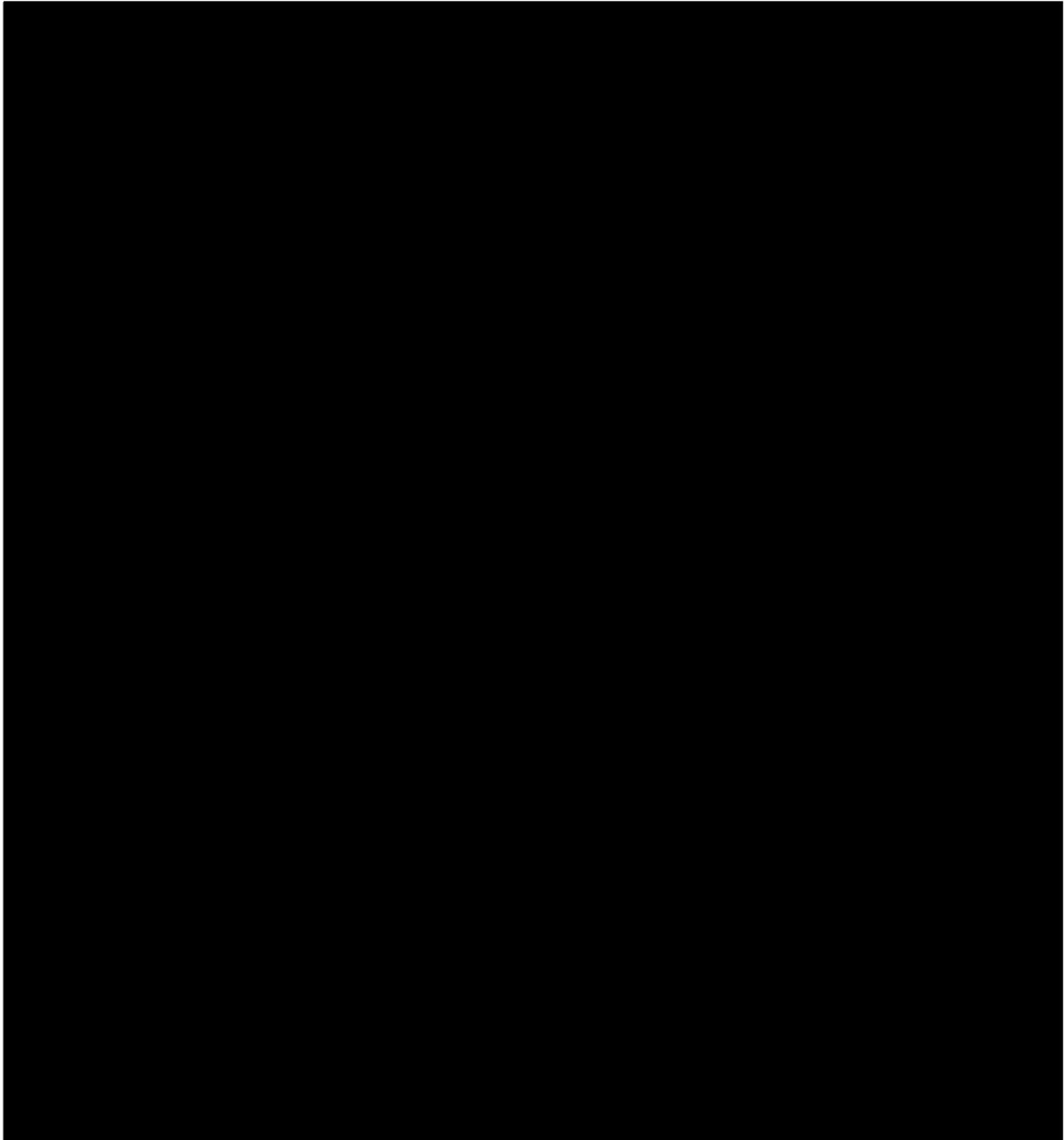


Anthony P. Mareno, EIT, LEED AP BD+C
Civil Engineer





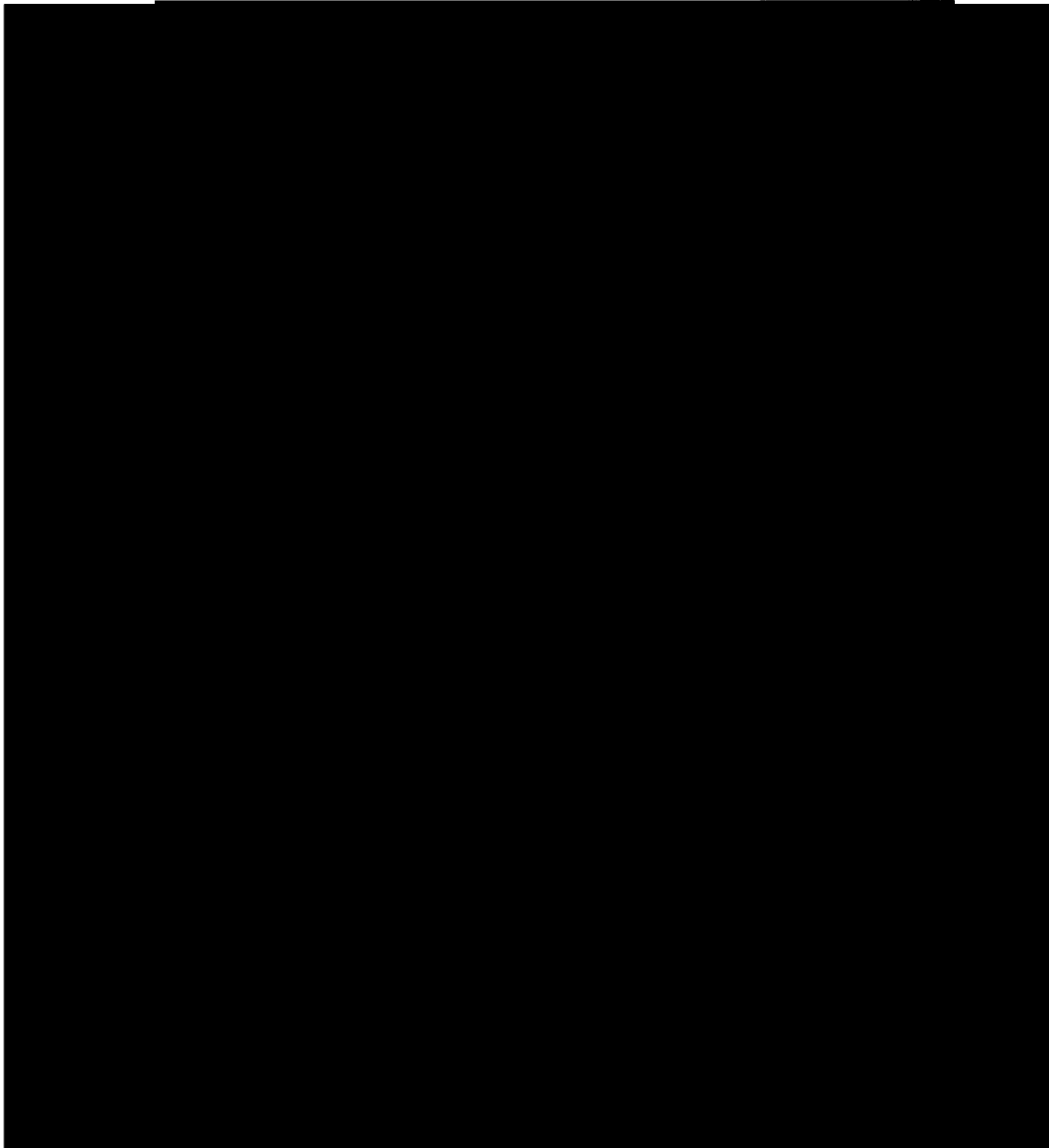
Anthony P. Mareno, EIT, LEED AP BD+C
Civil Engineer



PAGE 359 OF 367



John C. Babbitt
Field Inspector



PAGE 100 OF 100



John C. Babbitt
Field Inspector

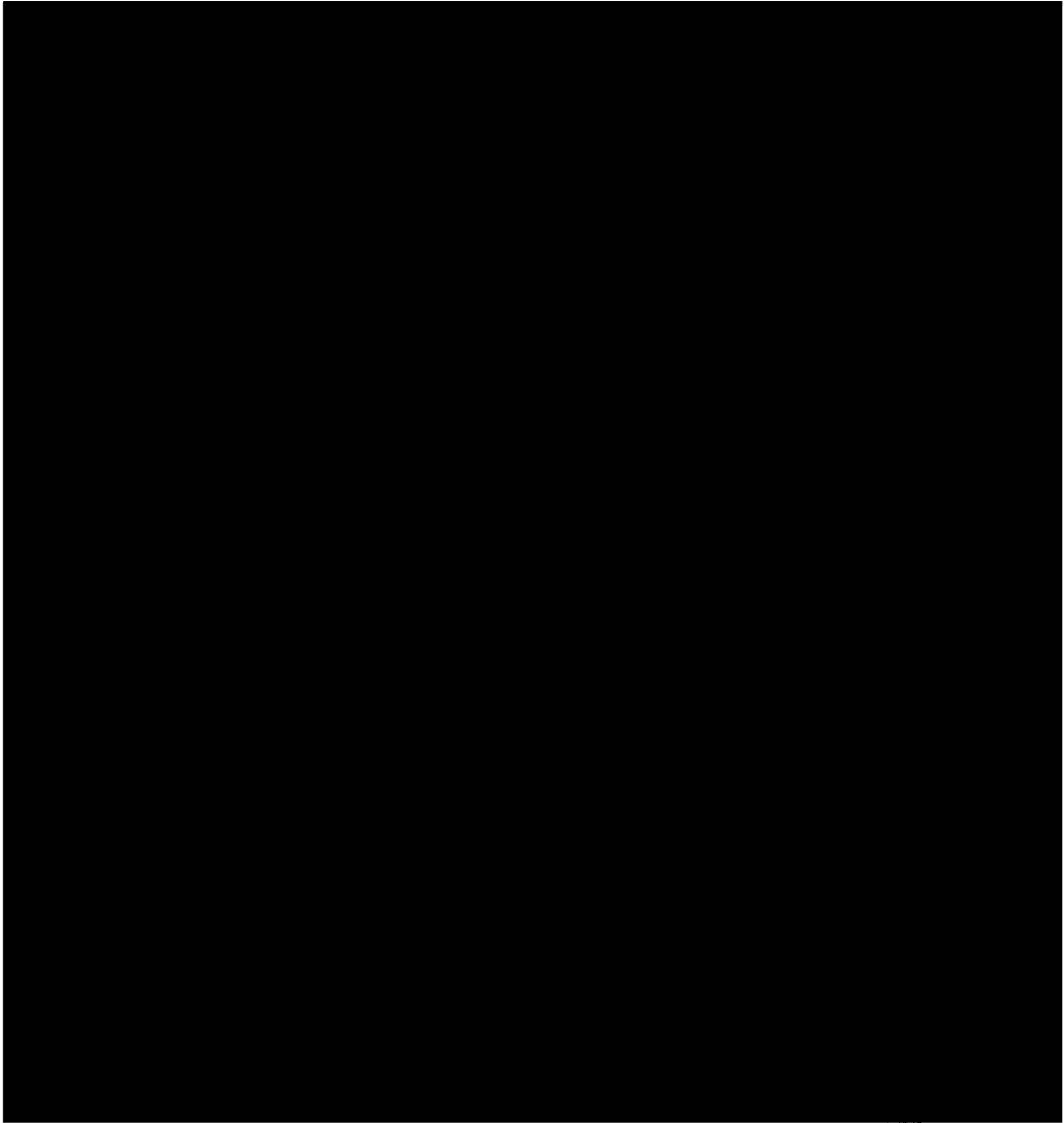


EXHIBIT "I"
PAGE 361 OF 367



Lizette Campuzano
Office Manager

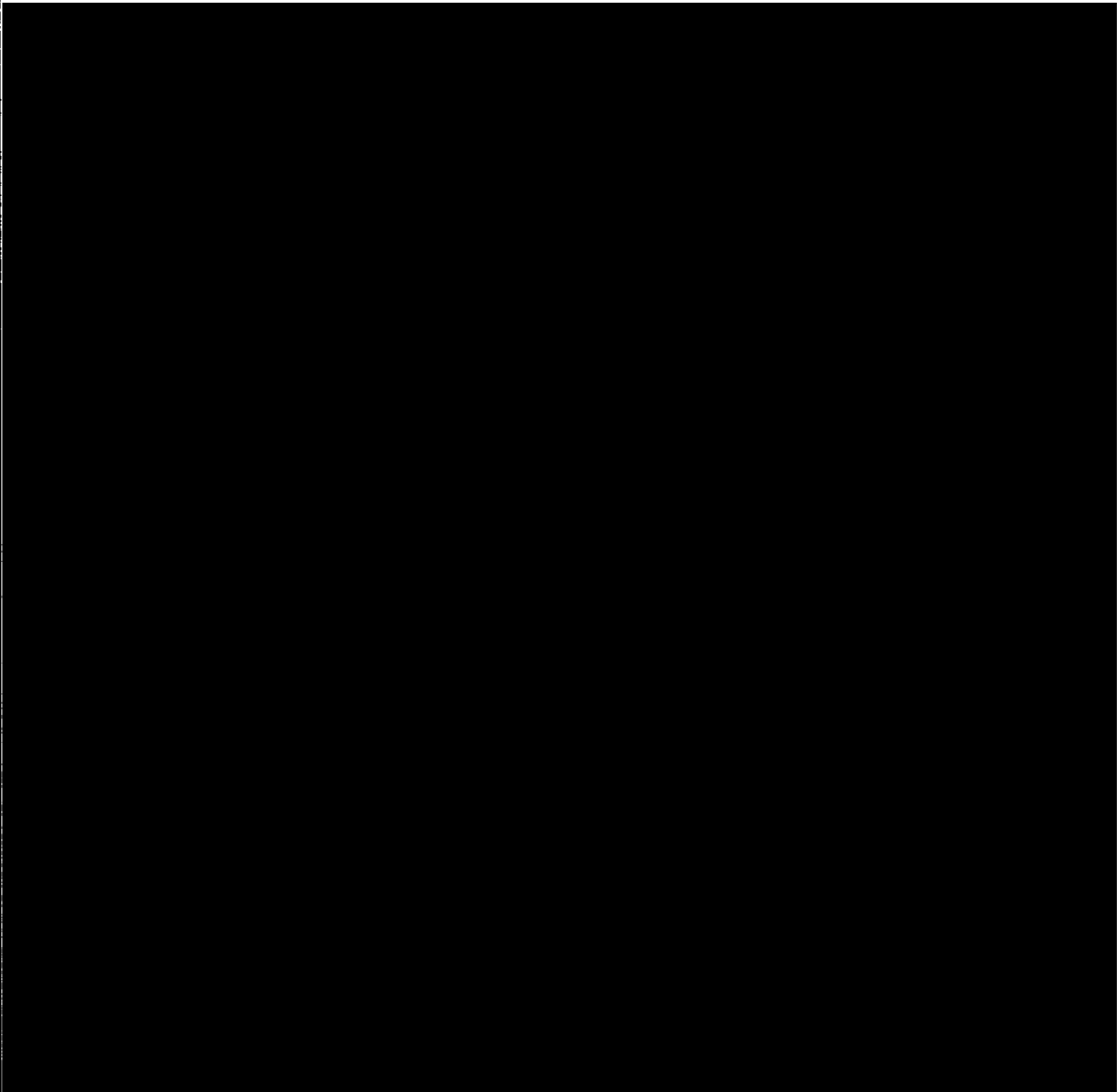


EXHIBIT "I"
PAGE 362 OF 367

R & G Engineering
Contract No. I-12-4082

Substitution Explanation

The following personnel were presented as proposed staff in the Statement of Interest for which do not appear within this proposal.

Daniel Griffin: R&G Engineering was recently selected to perform Construction Management services on the Elgin O'Hare Western Access program. Having an R&G employee on the Corridor Construction Management portion of the contract creates a conflict of interest, therefore Mr. Griffin and R&G Engineering are not included within the CCM portion of the proposal.

Richard Rivera: Mr. Rivera was included in the SOI as a Field Engineer and is proposed to be replaced by another Field Engineer with equivalent or greater experience.

Dave Crow: Mr. Crow was included in the SOI as a Field Engineer and is proposed to be replaced by another Field Engineer with equivalent or greater experience

EXHIBIT F

SCOPE OF SERVICES

I-12-4082

R&G Engineering, LLC

R&G Engineering will provide inspection services for the Construction Management portion of this contract. The work will include providing qualified inspectors to perform inspection and documentation of contractors work in accordance with contract plans and the Authority's Construction Manual dated March 2012, and all applicable Tollway Criteria, Manuals and Bulletins.

EXHIBIT "F"
PAGE 364 OF 367

EXHIBIT G

**CURRENT OBLIGATIONS FOR PROJECT
I-12-4082
(R & G Engineering LLC)**

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To be Earned	Estimated Date of Completion
I-11-4000	I-90 & IL RT 47 Interchange	\$524,822	\$296,000	July 2013
I-11-4026	I-294 & I-57 CCM	\$766,618	\$573,000	June 2015
C-91-169-10	IDOT Butterfield Rd	\$268,000	\$61,000	April 2013
P-91-573-10	IDOT Algonquin By-Pass IL 31	\$501,000	\$445,000	December 2014
C-91-572-10	IDOT LaGrange Rd	\$120,000	\$120,000	December 2014
P-91-003-12	IDOT Central Ave Grade Separation	\$95,000	\$95,000	December 2014
C-91-667-10	IDOT IL 19 & York Rd(Being Negotiated)	TBD	TBD	October 2014
E-9-128	CDOT Wacker Drive	\$280,000	\$59,000	April 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

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ _____

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

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

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

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

EXHIBIT H
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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)

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

** Additional services funds require prior authorization before use

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

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

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

EXHIBIT H
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