

3/27/14

6.4/17

RESOLUTION NO. 20306

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority ("Tollway") to obtain Design Services for the IL 19 Interchange on the Elgin O'Hare Western Access at IL 19 (West Irving Park Road). Knight E/A, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$5,526,800.72. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineer is authorized to negotiate an agreement with Knight E/A, Inc., to obtain Design Services, Contract No. I-13-4623, with an upper limit of compensation not to exceed \$5,526,800.72, subject to review and approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chair



July 7, 2014

Mr. Kevin E. Lentz, President
Knight E/A, Inc.
221 N. LaSalle Street, Suite 300
Chicago, IL 60606

Re: Contract I-13-4623
Elgin O'Hare Western Access, IL 19
(West Irving Park Road) Interchange
Design Section Engineering Services

NOTICE TO PROCEED

Dear Mr. Lentz:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated March 10, 2014 for Design Section Engineering Services for Contract I-13-4623. You are hereby authorized to commence with the work as of July 2, 2014 and as defined in Exhibit "F" Scope of Work contained in your proposal.

In advance of your first billing, the prime and subconsultants (if any) must submit a Payroll Rate Form with the effective date equal to the notice to proceed date of the contract. The Payroll Rate Form must be accompanied by a certified payroll with signed affidavit. The certified payroll should have an effective date after, but within three weeks the effective date of the Payroll Rate Form. These documents should be submitted to the attention of **Gloria Zimmer, Finance Department**. The envelope containing these documents should be 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. The Payroll Rate form is available on the Tollway website at the following location: <http://www.illinoistollway.com/doing-business/construction-engineering/consultant-invoicing-forms>

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.

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

ILLINOIS TOLLWAY


Revised: 1/3/2014
2700 Ogden Avenue | Downers Grove, IL 60515 | Phone: 630.241.6800 | TTY: 630.241.6988
www.illinoistollway.com

Contract I-13-4623
Notice to Proceed
Page 2 of 2

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

Please contact Hope Garrett at 630-241-6800 extension 3942 for further information.

Sincerely,



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

cc: Greg Stukel
Hope Garrett
John Donato
Contract Services
Program Controls
Lane Closures

Gloria Zimmer
Maria Limonciello
John Dainis
Sue Biggs
Victoria Santiago

File: 02.4623.01.04 LT_Tollway_PDK_4623Knight_NTP_07072014

Revised: 1/3/2014

FYI

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2.

I-13-4623, Elgin O'Hare Western Access, IL 19 (West Irving Park Road) Interchange

This project has a ~~20% D/M/WBE participation goal.~~

Phase II engineering services are required for the preparation of contract plans and specifications for proposed IL 19 (West Irving Park Road) interchange with the proposed Elgin O'Hare West Access in DuPage County, Illinois. The Tollway is finalizing design and construction limits; therefore, the Tollway may modify project limits and scope at the time of negotiations.

The work generally encompasses interchange design and shall include but not be limited to the following:

1. Design of new bridges over IL 19 as defined by the Interchange Design Study (IDS) prepared by others.
2. Design of new mainline and ramp pavements as defined by the Tollway.
3. Design of All Electronic Tolling infrastructure.
4. New drainage structures and modification of existing drainage system.
5. Provide erosion control for all construction zones.
6. Provide design of appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Tollway's Environmental Studies manual.
7. Provide pavement markings, delineators and signage for the contract limits.
8. Provide barrier warrant analysis for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria.
9. Provide roadway lighting as required by the Tollway's Lighting Standards.
10. Provide maintenance of traffic plans including those for impacts to local facilities.
11. Perform detailed design and develop plans to rehabilitate cross road structures.
12. Protection and / or relocation of utilities.
13. Preparation of plats of acquisition and legal descriptions.
14. All other appurtenant and miscellaneous items.

The following structures are included in this project:

- IL 19, two mainline bridges

Construction estimate: Category D.

The prime firm must be prequalified by IDOT in the following categories:

- Highways (Freeway)**
- Structures (Highway Bridges: Typical)**
- Special Plans (Lighting: Complex)**
- Special Plans (Traffic Signals)**

The Tollway will allow a Prime consultant to meet the prequalification for Special Plans (Lighting: Complex), and Special Services (Traffic Signals) through a subconsultant.

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

~~*~~
PSB 13-4



March 28, 2014

Guillermo Garcia
GSG Consultants, Inc.
855 W. Adams Street, STE 200
Chicago, IL 60607

Dear Mr. Garcia:

Metra has reviewed your annual No Change Affidavit and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Subpart D 26.61. Your Continued Eligibility Affidavit is due **March 1, 2015**. Notification will be sent to you sixty (60) days prior to this date.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there is any change in circumstances during the course of your certification that affect your ability to meet size standards, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is grounds for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firm's name will appear in the IL UCP Directory, which is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed at www.metrarail.com under the Business Diversity (DBE) link. Your firm's name will appear in the IL UCP DBE Directory under the following:

NAICS Code: 541620, 541330, 238910, 541690

Specialty: 541620 – Environmental Consultants
541330 – Geotechnical Engineering, Civil Engineering, Construction Inspection
Industrial Hygiene
238910 – Drilling Services
541690 – Safety Consulting Services

Your participation on contracts will only be credited toward DBE contract goals when your firm performs in a Commercially Useful Function (CUF) in its approved area(s) of specialty.

Sincerely,


Janice R. Thomas, CFP®
Senior Director
Office of Business Diversity and Civil Rights

JRT:dr/kb

LB



Illinois Department of Transportation

Office of Business & Workforce Diversity
2300 South Dirksen Parkway / Springfield, Illinois 62764

September 30, 2013

CERTIFIED-RETURN RECEIPT REQUESTED

Sadhu Singh Rikhiraj
Singh & Associates, Inc.
230 W. Monroe St., Ste. 1400
Chicago, IL 60606

Dear Sadhu Singh Rikhiraj:

The Illinois Department of Transportation (IDOT), your host agency, has reviewed your *Continued DBE Eligibility Affidavit (CEA)* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra, and Pace.

Your certification is approved commencing on **September 17, 2013**. To remain certified with the IL UCP you must submit a *No Change Affidavit* each year. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

If there is any change in circumstances that affects your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification pursuant to 49 CFR 26.83(i).

Your firm's name will appear in the IL UCP DBE Directory in the following area(s) of specialty:

LOCATION DRAINAGE
STUDIES: TRAFFIC
STUDIES: SAFETY
STUDIES: FEASIBILITY
REHABILITATION
FREEWAYS
ROADS AND STREETS
WATERWAYS: TYPICAL
WATERWAYS: COMPLEX
LIGHTING: TYPICAL

LIGHTING: COMPLEX
TRAFFIC SIGNALS
MECHANICAL ENGINEERING
ELECTRICAL ENGINEERING
CONSTRUCTION INSPECTION

This Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at www.dot.il.gov/ucp/ucpdirectorybyname.pdf.


Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Please note:

- This certification does not attest to your firm's abilities to perform in the approved work category(ies).
- Your certification may be revoked if your firm is found to be involved in bidding or contractual irregularities or has violated DBE program regulations pursuant to 49 CFR Part 26.107.
- For work to count toward a DBE contract goal, the DBE firm must perform a "commercially useful function" pursuant to 49 CFR Part 26.55. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved.

Please direct all inquiries and any questions to this agency at (217) 782-5490.

Sincerely,



Debra A. Clark, Manager
Certification Section
Bureau of Small Business Enterprises

Enclosure



Illinois Department of Transportation

Office of Business & Workforce Diversity
2300 South Dirksen Parkway / Springfield, Illinois 62764

November 13, 2013

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Coventine Fidis
American Surveying & Engineering, P. C.
105 W. Madison, Ste. 1700
Chicago, IL 60602

Dear Mr. Fidis:

The Illinois Department of Transportation (IDOT) has approved the "No Change Affidavit" for 2012 and 2013 on behalf of American Surveying & Engineering, P. C., and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.


In order to remain certified and in good standing, you must annually submit a No Change Affidavit. IDOT will send an affidavit form 60 days prior to the firm's next anniversary date.

Should the submitted information change, you are required to notify IDOT's Bureau of Small Business Enterprises (bureau) within 30 days of the change.

Note: Pursuant to 49 CFR Part 26.83(i), whenever there are any change in circumstances affecting your firm's eligibility status, your firm must provide written notification to IDOT within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm's certification.

If you have any questions, please contact the Bureau of Small Business Enterprises at (217) 782-5490.

Sincerely,


Debra A. Clark, Manager
Certification Section
Bureau of Small Business Enterprises

American Surveying & Engineering, P.C.
NOV 13 2013

NOV 20 2013

105 W. Madison, Suite 1700
Chicago, IL 60602



Illinois Department of Transportation

Office of Small Business Services

2300 South Dirksen Parkway / Springfield, Illinois 62764

July 16, 2009

AMERICAN SURVEYING &
ENGINEERING, P.C.
RECEIVED

CERTIFIED-RETURN RECEIPT REQUESTED

JUL 20 2009

Coventine Fidis
American Surveying &
Engineering, P.C.
8604 W. Catalpa Ave., Ste. 912
Chicago, IL 60656

8604 W. CATALPA AVENUE
SUITE 912
CHICAGO, IL 60656

Dear Coventine Fidis:

The Illinois Department of Transportation (IDOT), your host agency, is pleased to notify you that your firm has met the requirements for Disadvantaged Business Enterprise (DBE) program certification in accordance with the governing federal regulations, 49 CFR part 26.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra, and Pace.

Your certification is approved for a five (5) year period, commencing on **June 23, 2009**. To remain certified with the IL UCP during the five-year period, you must submit a *No Change Affidavit* each year. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

If there is any change in circumstances that affects your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification pursuant to 49 CFR 26.83(i).

Your firm's name will appear in the IL UCP DBE Directory in the following area(s) of specialty:

- Freeways
- Roads And Streets
- Technical Training
- Subsurface Utility Engineering
- Sanitary Engineering
- Urban Planning
- Route Surveys
- Land Surveys
- Misc: Construction Staking

American Surveying &
Engineering, P.C.
Page 2
July 16, 2009

This Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at www.dot.il.gov/ucp/ucpdirectorybyname.pdf.

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Please note:

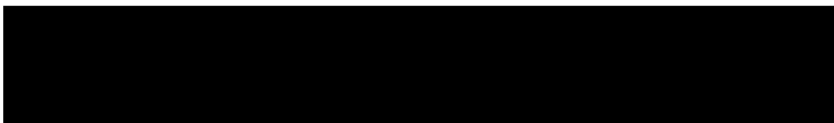
- This certification does not attest to your firm's abilities to perform in the approved work category(ies).
- Your certification may be revoked if your firm is found to be involved in bidding or contractual irregularities or has violated DBE program regulations pursuant to 49 CFR Part 26.107.
- For work to count toward a DBE contract goal, the DBE firm must perform a "commercially useful function" pursuant to 49 CFR Part 26.55. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved.

For All Non Trucking Firms:

- Firms seeking work with IDOT as a prime or subconsultant in specialized engineering categories must be prequalified by IDOT's Bureau of Design and Environment.
- Firms seeking work with IDOT as a prime construction contractor must be prequalified by IDOT's Bureau of Construction.

Please direct all inquiries and any questions to this agency at (217) 782-5490.

Sincerely,



Debra A. Clark, Manager
Certification Section
Bureau of Small Business Enterprises

Enclosures



Illinois Department of Transportation

American Surveying & Engineering, P.C.

is hereby certified as a

Disadvantaged Business Enterprise

This certificate is valid under current firm ownership and operational control only and supercedes any authorization or listing previously issued.



Gary Hannig
Secretary

Illinois Department of Transportation



Carol Lyle
Bureau Chief
Bureau of Small Business Enterprises

Effective the 23rd day of June, 2009

I-13-4623

WWW.CYBERDRIVEILLINOIS.COM

JESSE WHITE
SECRETARY OF STATE



CORPORATION FILE DETAIL REPORT

Entity Name	KNIGHT E/A, INC.	File Number	60279969
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	12/30/1998	State	ILLINOIS
Agent Name	MELISSA M MULHERN	Agent Change Date	12/10/2003
Agent Street Address	221 N LASALLE ST STE 300	President Name & Address	KEVIN E LENTZ 3919 NORTH RIDGE ARLINGTON HEIGHTS 6000
Agent City	CHICAGO	Secretary Name & Address	MELISSA M MULHERN 3742 N LEAVITT CHICAGO IL 60618
Agent Zip	60601	Duration Date	PERPETUAL
Annual Report Filing Date	11/13/2013	For Year	2013
Old Corp Name	11/26/2003 - KNIGHT INFRASTRUCTURE, INC.		

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I-13-4623

Nava, Elvia

From: Nash, Janiqua V
Sent: Friday, March 21, 2014 12:04 PM
To: Nava, Elvia
Subject: Knight E/A, Inc. - [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 12:02 03/21/14

ACTION: S

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

DISCLAIMER:
AS OF 03/21/14 AT 12:03 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-13-41623

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JESSE WHITE
 SECRETARY OF STATE



CORPORATION FILE DETAIL REPORT

Entity Name	GSG CONSULTANTS, INC.	File Number	56975241
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	09/09/1992	State	ILLINOIS
Agent Name	ARTURO SAENZ	Agent Change Date	04/04/2000
Agent Street Address	855 WEST ADAMS #200	President Name & Address	GUILLERMO GARCIA 855 W. ADAMS ST., #200 CHICAGO IL 60607
Agent City	CHICAGO	Secretary Name & Address	ARTURO SAENZ 855 W. ADAMS ST., #200, CHICAGO, IL 60607
Agent Zip	60607	Duration Date	PERPETUAL
Annual Report Filing Date	09/11/2013	For Year	2013
Old Corp Name	12/21/1992 - G.S.G. ENVIRONMENTAL CONSULTANTS, INC. 04/04/2000 - G.S.G. ENVIRONMENTAL SERVICES INC. 10/10/2003 - GSG ENVIRONMENTAL, INC.		

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I-13-4623

Nava, Elvia

From: Nash, Janiqua V
Sent: Friday, March 21, 2014 12:06 PM
To: Nava, Elvia
Subject: GSG Consultants, Inc.

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 12:02 03/21/14

ACTION: S

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

DISCLAIMER:
AS OF 03/21/14 AT 12:04 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-13-4623

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 SECRETARY OF STATE



CORPORATION FILE DETAIL REPORT

Entity Name	SINGH & ASSOCIATES INC.	File Number	54806876
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	09/21/1987	State	ILLINOIS
Agent Name	SADHU SINGH RIKHIRAJ	Agent Change Date	09/21/1987
Agent Street Address	2256 FARNSWORTH LANE	President Name & Address	SADHU SINGH RIKHIRAJ 2256 FARNSWORTH NORTHBROOK 60062
Agent City	NORTHBROOK	Secretary Name & Address	SADHU SINGH RIKHIRAJ 2256 FARNSWORTH NORTHBROOK 60062
Agent Zip	60062	Duration Date	PERPETUAL
Annual Report Filing Date	08/28/2013	For Year	2013

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I-13-4623

Nava, Elvia

From: Nash, Janiqua V
Sent: Friday, March 21, 2014 12:06 PM
To: Nava, Elvia
Subject: Singh & Associates, Inc.

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 12:02 03/21/14

ACTION: S

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

DISCLAIMER:
AS OF 03/21/14 AT 12:05 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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JESSE WHITE
 SECRETARY OF STATE

CORPORATION FILE DETAIL REPORT

Entity Name	AMERICAN SURVEYING & ENGINEERING, P.C.	File Number	53453368
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	05/09/1984	State	ILLINOIS
Agent Name	COVENTINE FIDIS	Agent Change Date	05/11/2010
Agent Street Address	105 W MADISON STE 1700	President Name & Address	COVENTINE FIDIS 1026 RAINWOODDR AURORA, IL 60506
Agent City	CHICAGO	Secretary Name & Address	SAME
Agent Zip	60602	Duration Date	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	2014
Assumed Name	ACTIVE - LEONARD DREAS AND ASSOCIATES		
Old Corp Name	03/12/2007 - ASC AMERICAN SURVEYING CONSULTANTS, P.C.		

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I-13-4623

Nava, Elvia

From: Nash, Janiqua V
Sent: Friday, March 21, 2014 12:05 PM
To: Nava, Elvia
Subject: American Surveying & Engineering, P.C. (formerly American Surveying Consultants)
[REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 12:02 03/21/14

ACTION: S

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

DISCLAIMER:
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*

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MENTOR-PROTÉGÉ AGREEMENT

Mentor Firm: Knight E/A, Inc.
221 North LaSalle Street
Suite 300
Chicago, IL 60601-1211

Protégé Firm: GSG Consultants, Inc.
855 W. Adams Street
Suite 200
Chicago, IL 60607

Proposed Project: PSB 13-4, Items 2, 3, 4, 5

A. ASSESSMENT OF THE PROTÉGÉ NEEDS

GSG Consultants, Inc. (GSG) a certified Disadvantaged Business Enterprise, has not served as a Prime Consultant for the Illinois Tollway. Among the needs and goals for the Protégé firm as a result of this agreement are a thorough understanding of Illinois Tollway policies and procedures to manage and execute Phase II work, an increase in the capacity to perform design engineering services work, enhancement of professional relationships with the Tollway and other consulting engineers, and becoming and/or remaining a self-sufficient, competitive, and profitable business.

B. DESCRIPTION OF THE SPECIFIC ASSISTANCE THAT THE MENTOR WILL PROVIDE

Upon selection, Knight and GSG will work together to enhance this agreement and develop a specific plan to address Protégé needs, based on project scope. At a minimum, three (3) Illinois Tollway identified Optional capacity areas will be provided. These areas include:

- Training in technical aspects of operating the business, such as invoicing, accounts receivable, marketing, business forecasting and associated budgeting, human resource and information technology development, selection techniques for insurance and banking relationships
- Assistance in preparation of change orders, claim filing, resolution of disputes, scheduling and other aspects of performance.
- Assistance in the preparation of contract documents, proposals and Statements of Interest.
- Guidance regarding the Protégé's procedures in accounting for daily actual cost of labor, production and overhead.
- Identify Protégé's unique challenges and provide a plan to address each challenge.

MENTOR-PROTÉGÉ AGREEMENT

C. MANDATORY CAPACITY BUILDING ITEMS IDENTIFIED.

Working with GSG we will develop a specific plan to provide meaningful instruction and beneficial resources to promote real gains to the Protégé. Knight is committed to providing the following mandatory capacity building items.


- Provide guidance and oversight to the Protégé.
- Work with the Protégé in developing a Project Management Plan from conception of the project through project completion.
- Provide guidance and oversight to the Protégé on the development of the Quality Assurance/Quality Control Plan including the CAD Plan if applicable.
- Familiarizing Protégé with applicable laws, regulations and rules.

D. TERMINATION PROVISIONS

This Mentor-Protégé relationship may be terminated by either party with 30 days advance notice to the other party and the Tollway. The following provisions are acceptable justifications for requesting termination:

- Either party has failed or is unable to meet its obligation under the Agreement.
- Protégé is not progressing or is not likely to progress in accordance with the Agreement.
- The Protégé no longer meets the eligibility standard for certification as a D/MBE
- The Protégé has reached a satisfactory level of self-sufficiency to compete without utilizing the Mentor-Protégé Program;
- The Plan or provisions contained in it are contrary to the requirements of federal, state or local law or regulation; or,
- The relationship has continued for the life of the project.

SIGNATURES:


Kevin Lentz, PE
Knight E/A,
Mentor Firm


Ala Sassila, PE, PhD.
GSG Consultants, Inc.
Protégé Firm

Will comply with all conditions described above.

June 9/14
[Handwritten signature]

[Handwritten signature]



DESIGN SECTION ENGINEER AGREEMENT

The Board of Directors, on the 27th day of **March, 2014**, 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 **KNIGHT E/A, INC.**, a corporation authorized and existing within the laws of the State of Illinois, hereinafter referred to as "DESIGN SECTION ENGINEER".

W I T N E S S E T H:

WHEREAS, the DESIGN SECTION ENGINEER has submitted a proposal dated **March 10, 2014**, to provide design section engineering services for Contract No. **I-13-4623** for **Elgin O'Hare Western Access, IL 19 (West Irving Park Road) Interchange**; and

WHEREAS, DESIGN SECTION ENGINEER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 13-4, Item 2**, staffed with professional licensed engineers, experienced and able to perform the engineering design services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

A. The DESIGN SECTION ENGINEER shall perform all design section engineering services for Contract No. **I-13-4623** for **Elgin O'Hare Western Access, IL 19 (West Irving Park Road) Interchange** in accordance with the requirements and terms of this Agreement and the proposal from the DESIGN SECTION ENGINEER of **March 10, 2014**, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the term or terms of this Agreement shall govern and prevail.

B. All services performed by DESIGN SECTION ENGINEER shall be performed according to professional standards and in accordance with the Design Section Engineer's Manual for The Illinois State Toll Highway Authority, March 2013 and as revised thereafter.

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

ARTICLE II

Time of Performance

Upon receipt of Notice to Proceed authorized by the Chief Engineer of the TOLLWAY, the DESIGN SECTION ENGINEER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or March 28, 2014** and ending **March 27, 2022**, in accordance with the schedule included in the attached proposal. Should circumstances arise, the Chief Engineer of the TOLLWAY may, at his discretion and with consent of the DESIGN SECTION ENGINEER, renew this contract for two additional one year terms or one additional two year term, as agreed upon by the Parties.

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

ARTICLE III

Compensation

The DESIGN SECTION ENGINEER shall perform all engineering design services as required herein, and the TOLLWAY shall pay the DESIGN SECTION ENGINEER as compensation therefor, the DESIGN SECTION ENGINEER'S actual payroll cost times a multiplier of **2.8000** and certain direct expenses (as shown in Exhibit "1") with an upper limit of compensation of **Five Million, Five Hundred Twenty-Six Thousand, Eight Hundred Dollars and Seventy-Two Cents (\$5,526,800.72)**. If, in the opinion of the DESIGN SECTION ENGINEER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the DESIGN SECTION ENGINEER shall promptly notify the Chief Engineer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineer. The DESIGN SECTION ENGINEER shall ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XIX.

ARTICLE IV

Scope of the Service

The DESIGN SECTION ENGINEER represents that it has examined the project site, met with representatives of the TOLLWAY, and had an opportunity to ascertain the extent and the scope of services required to complete this project and is knowledgeable

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

ARTICLE V

Compliance with State and Other Laws

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

Governing Law; Exclusive Jurisdiction

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

Confidentiality

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

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

ARTICLE VI

Responsibility for Injuries and Damages

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

ARTICLE VII

Insurance

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

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

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

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

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

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

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

ARTICLE VIII

Ownership of Documents

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

ARTICLE IX

Financial Statement

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

ARTICLE X

Successors and Assigns

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

ARTICLE XI

Subcontractors

The DESIGN SECTION ENGINEER shall not subcontract or assign services to be performed under this Agreement without prior written approval of the TOLLWAY,

except that the DESIGN SECTION ENGINEER may without such prior approval, contract with others for photogrammetric maps, equipment and supplies, printed matter, and other reproductions and stenographic, clerical or any other non-technical services.

ARTICLE XII

Suspension

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

ARTICLE XIII

Termination

A. Termination Without Cause

1. The TOLLWAY reserves the right, at its sole discretion, to terminate this Agreement without cause at any time. In the event of such termination, the TOLLWAY will promptly deliver a written Notice of Termination Without Cause to the DESIGN SECTION ENGINEER. Upon termination and within ten (10) days of said termination, the DESIGN SECTION ENGINEER shall prepare a detailed Progress Report, in form satisfactory to the Chief Engineer of the TOLLWAY, including information as to all the services performed by the DESIGN SECTION ENGINEER and the status of the services as of the date of the termination, and provide all other information and documents developed under the terms of this Agreement as requested by the Chief Engineer of the TOLLWAY. The TOLLWAY will review the Progress Report and services and determine the percentage of the work required to be performed under this Agreement that has been completed by the DESIGN SECTION ENGINEER. In case of dispute between the TOLLWAY and the DESIGN SECTION ENGINEER, the decision of the Chief Engineer shall be final. At the request and direction of the Chief Engineer of the TOLLWAY, the DESIGN SECTION ENGINEER shall, additionally, within ten (10) days after the date of termination, furnish the TOLLWAY with two (2) sets of prints of plans, two (2) sets of Special Provisions and two (2) sets of calculations with respect to the services performed to date of termination in accordance with the requirements of the Design Section Engineer's Manual, March 2013 and as revised thereafter.

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

final Progress Report and determine the percentage of completed services performed under the Agreement by the DESIGN SECTION ENGINEER.

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

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

B. Termination for Cause

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

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

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

3. Upon termination for cause, and within ten (10) days of such notice, the DESIGN SECTION ENGINEER shall prepare a detailed Progress Report in a form satisfactory to the Chief Engineer of the TOLLWAY, including information as to all services performed by the DESIGN SECTION ENGINEER and the status of the services as of the date of the termination, and provide all other information and documents developed under the terms of this Agreement as requested by the Chief Engineer of the TOLLWAY. The TOLLWAY will review the Progress Report and determine the percentage of services that have been performed under this Agreement by the DESIGN SECTION ENGINEER. In the case of dispute between the TOLLWAY and the DESIGN SECTION ENGINEER, the decision of the Chief Engineer shall be final. At the request and direction of the Chief Engineer of the TOLLWAY, the DESIGN SECTION ENGINEER shall additionally, within ten (10) days after the date of termination, furnish the TOLLWAY with two (2) sets of prints of plans, two (2) sets of Special Provisions and two (2) sets of calculations with respect to the services performed to the date of termination in accordance with the requirements of the Design Section Engineer's Manual, March 2013 and as revised thereafter.

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

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

C. Termination due to Lack of an Appropriation

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

ARTICLE XIV

Solicitations

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

ARTICLE XV

Record Retention and Audit

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

The DESIGN SECTION ENGINEER shall maintain in the State of Illinois, for a minimum of five years from the latter of the date of completion of the CONTRACT or the date of final payment under the CONTRACT, adequate books, records, and supporting documents from an accounting system maintained in accordance with generally accepted accounting principles to verify the amounts, recipients, uses and methods of all disbursements of funds passing in conjunction with the CONTRACT. The five year record maintenance period shall be extended for the duration of any audit in progress at the time of that period's expiration. The DESIGN SECTION ENGINEER shall at its own expense make such records available in a timely manner for inspection and audit (including copies and extracts of records) as required by the Auditor General and other State Auditors, the Chief Procurement Officer for General Services, the Illinois Department of Transportation, and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents at all reasonable times and without prior notice. For purposes of this section, "timeliness" will be considered production within the time period specified by the Auditor General and other State Auditors, the Chief Procurement Officer for General Services, the Illinois Department of Transportation and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents, but no later than thirty days after a request for records being made unless otherwise agreed to by the parties. The DESIGN SECTION ENGINEER agrees to cooperate fully with any audit conducted

by the Auditor General and other State Auditors, the Chief Procurement Officer for General Services, the Illinois Department of Transportation and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents, and to provide full access to all relevant materials. The auditors reserve the right to enter the DESIGN SECTION ENGINEER's place of business in order to audit the records. If they are not produced in a timely manner by the DESIGN SECTION ENGINEER, then the DESIGN SECTION ENGINEER shall reimburse the TOLLWAY or other State agency for the travel expenses of its auditors in the event that this right is invoked.

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

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

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

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

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

ARTICLE XVI

Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the DESIGN SECTION ENGINEER at **Knight E/A, Inc., 221 N. LaSalle Street, Suite 300, Chicago, Illinois 60606**, or to the Chief Engineer at 2700 Ogden Avenue, Downers Grove, Illinois 60515. Either party may change the place to which notices hereunder may be addressed by written notice to the other party at any time or times.

ARTICLE XVII

Quality Assurance and Quality Control (QA/QC) Plan

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

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

ARTICLE XVIII

Miscellaneous

This Agreement, when executed by the DESIGN SECTION ENGINEER, shall be an offer by the DESIGN SECTION ENGINEER to the TOLLWAY and shall not be construed as an offer by the TOLLWAY to the DESIGN SECTION ENGINEER. All Agreements are subject to the statutes, rules, regulations and policies governing the TOLLWAY and are expressly subject to the approval of the TOLLWAY's Board of Directors, the Procurement Policy Board, the Chief Procurement Officer for General 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 DESIGN SECTION ENGINEER hereby certify that they are in compliance with the provisions of the Architectural, Engineering and Land Surveying Qualifications Based Selection Act (30 ILCS 535) with respect to the procurement of the services covered in this Agreement.

ARTICLE XXI

Report of a Change in Circumstances

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT I-13-4623 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

KNIGHT E/A, INC.

By  7/2/14
Chair/Executive Director - Signature / Date
Paula Wolff/Kristi Lafleur


 3/20/14
President - Signature / Date

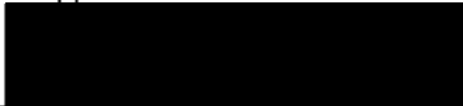
Kevin E. Lentz
Printed Name as Signed Above

APPROVED:
 6/27/14
Chief of Finance - Signature / Date
Michael Colsch

ATTEST:
 6/20/14 (Seal)
Secretary - Signature / Date

Melissa M. Mulhern
Printed Name as Signed Above

APPROVED:
 6/12/14
General Counsel - Signature / Date
David Goldberg

Approved as to Form and Constitutionality
 6-11-2014
Attorney General, State of Illinois - Robert Lane - Signature / Date

DESIGN SECTION ENGINEER PROPOSAL

FOR CONTRACT NUMBER I-13-4623

This proposal, dated March 10, 2014, is submitted by Knight E/A, Inc. of Chicago, IL for Design Section Engineer's Service.

LOCATION OF DESIGN SECTION

The location of the construction Contract I-13-4623 for which we propose to provide Design Section Engineering Services is from Mile Post n/a to Mile Post n/a on the Elgin O'Hare Western Access (I-490) Tollway(s), in Du Page County (Counties), Illinois.

SCOPE OF DESIGN SECTION ENGINEERING SERVICES

Design Engineering Services following selection from PSB 13-4, more fully detailed in Exhibit F, attached hereto, will be executed in full compliance with the Illinois State Toll Highway Authority's *Design Section Engineer's Manual*, dated March 2013 (and as revised), and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY") current practices. These services shall include preparation of contract plans, special provisions, construction schedule and review of bids; all field surveys, investigations, designs and analyses required to complete the work; checking of shop drawings and consultation during the construction period. Four copies of all design notes, quantity calculations and field books shall be submitted to the TOLLWAY with the final plans. These documents will be indexed and cross referenced in a manner which can be easily referenced by the Construction Manager.

RESPONSIBILITY

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

FEE PROPOSAL

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

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

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

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

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

Exhibit C-1 (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 labor increases for the DESIGN SECTION ENGINEER may not exceed the direct labor escalation rate listed in Exhibit C-1 for any twelve month period.

Exhibit C-2 (Direct Labor Classification Man-Hours and Rates)

This exhibit establishes employee classifications and rate ranges and determines the Total Direct Labor for the project.

Exhibit C-3 (Company Employee Classification List) shall establish the classifications, of the company's staff. Classifications must be included on Exhibit C-3 to be reimbursable.

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

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

Promotions resulting in labor rate increases will only be permitted if the promotion occurs on this project to a pre-approved contract position. Employees promoted within the company will not be entitled to a rate increase on this project beyond the rate

appropriate for the services being performed by the employee. Any increase will be at the date of the approved promotion.

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

REIMBURSABLE DIRECT COSTS - The Reimbursable Direct Costs Worksheet determines the total dollar amount of Direct costs for the project. See Exhibit D. The DESIGN SECTION ENGINEER is responsible for managing the Direct Costs expended so the total Reimbursable Direct Cost amount is not exceeded. All Direct Costs presented for reimbursement must be included on the Allowable Direct Costs list made available in the Professional Service Bulletin (attached to Exhibit D). Direct Costs not identified on the Allowable Direct Costs list must be approved in writing by the Chief 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 furnished by the DESIGN SECTION ENGINEER will be in accordance with the State of Illinois Government Rate in effect on the date of this proposal (see Exhibit D).

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

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

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

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

The **ADDITIONAL SERVICES PROVISION** (if any) included in this proposal (see *Exhibit B*) will be for the sole purpose of funding increases in the Scope of Work, which have been identified as potential extra services prior to the start of work. The additional

services funds will not be used to cover costs for items included in the original Scope of Design Engineering Services. The authorization for the use of the Additional Services Funds must be in writing from the Chief Engineer of the TOLLWAY.

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the DESIGN SECTION ENGINEER, for all costs, shall be \$ 5,526,800.72 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all Engineering Services for all items of work included in the Scope of Design Section Engineering Services (Exhibit F). If potential additional services have been identified in the scope of work (Exhibit F), it is understood that these services may not be requested by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the DESIGN SECTION ENGINEER, Exhibits A-H (Cont) must be submitted by the DESIGN SECTION ENGINEER for the TOLLWAY's approval prior to commencement of the work.

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

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

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

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

PROGRESS REPORTS - The DESIGN SECTION ENGINEER will submit monthly progress and staffing reports including a narrative report and providing a brief discussion of the status of the design. These reports must be submitted with the invoice

covering the same period, and must be received by the TOLLWAY within 20 calendar days following the reporting period.

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

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

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

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

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

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

INVOICES for services performed and expenses incurred through December 31st must

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

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

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

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

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

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

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

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

THIS PROPOSAL FOR DESIGN SECTION ENGINEERING SERVICES FOR

CONTRACT 1-13-4623

SUBMITTED BY:

FIRM NAME: Knight E/A, Inc.

ADDRESS: 221 N. LaSalle Street, Suite 300

CITY, STATE: Chicago, IL 60606

TELEPHONE: 312.577.330

FACSIMILE: 312.577.3526

SIGNED BY:



PRINTED NAME: Kevin E. Lentz, P.E.

TITLE: President



STATE OF ILLINOIS
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: I-13-4623

CONTRACTOR (CONSULTANT) NAME: Knight E/A, Inc.

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.

Vendor(s) are required to attest to the standards set forth in this contract and must include the following statement on every one of their invoices delivered to the Tollway pursuant to statute 605 ILCS 10/16.1.

This statement must be imprinted on the invoice or an attachment attesting to the following statement:

Invoice# _____ Invoice Date _____

"The Seller, _____ (insert vendor name) hereby certifies that the goods, merchandise and wares shipped in accordance with the attached delivery invoice have met all the required standards set forth in the purchasing contract".

Authorized Representative

If the Vendor does not comply with attesting to the statute 605 ILCS 10/16.1 this will cause delay in payment.

All invoices must include original order date to ensure accurate and timely payment processing.

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 Tollway and State of Illinois, their 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.

27. **SUPPLEMENTAL PROVISIONS**

27.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

27.1.1 **Agents and Employees:**

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

27.1.2 **Publicity:**

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

27.1.3 **Third Party Beneficiaries:**

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

27.1.4 **Successors In Interest:**

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

27.1.5 **Venue:**

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

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

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

27.1.5.3 The Tollway is not currently an appropriated agency.

27.2 **Report of a Change in Circumstances:** The Contractor 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 CONTRACTOR'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 CONTRACTOR's Certification/Disclosure Forms, the CONTRACTOR's IDOT pre-qualification, or any certification or licensing required for this project. Additionally, (CONTRACTOR/VENDOR) agrees to report to the Tollway

within the above timeframe any arrests, indictments, convictions or other matters involving the CONTRACTOR, 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 CONTRACTOR agrees to incorporate substantially similar reporting requirements into the terms of any and all subcontracts relating to work performed under this agreement. The (CONTRACTOR/VENDOR) agrees to forward or relay to the Tollway any reports received from subcontractors pursuant to this paragraph within 21 days.

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

27.3 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions:

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:

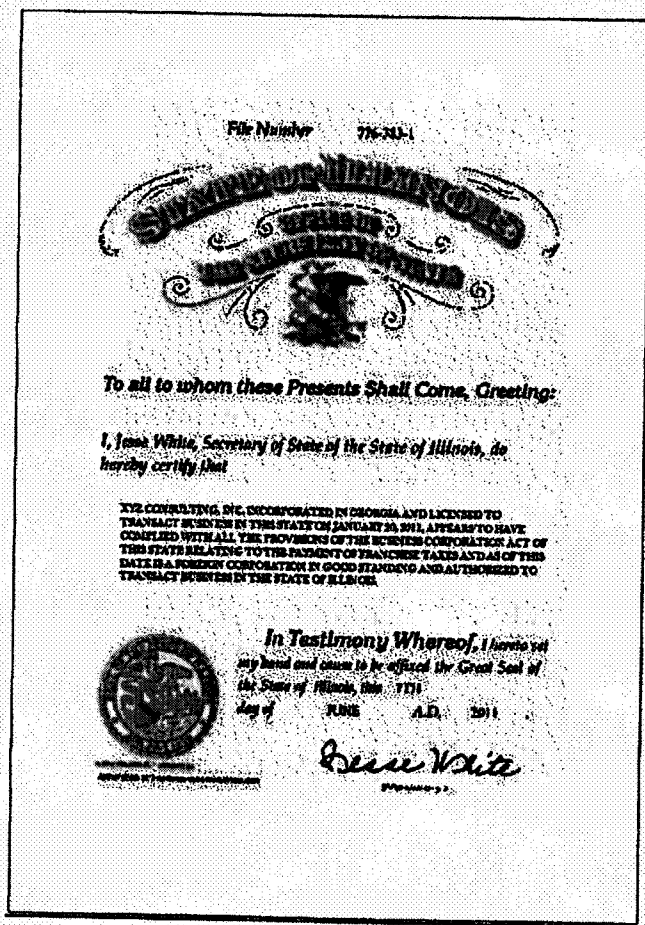
STATE OF ILLINOIS

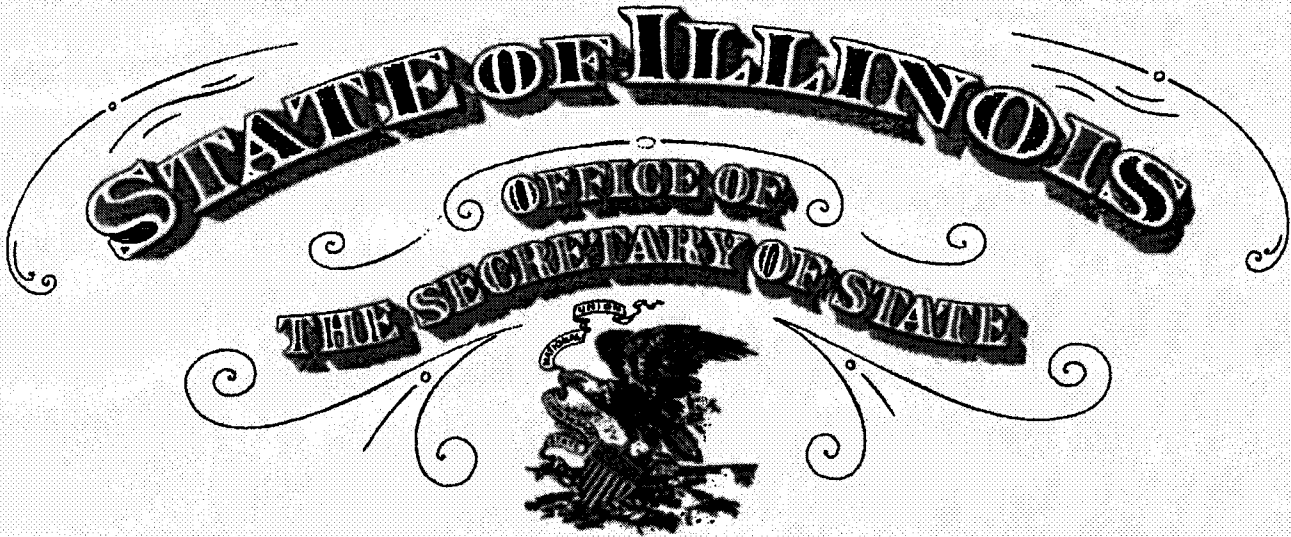
EVIDENCE OF AUTHORIZATION TO DO OR TRANACT BUSINESS IN ILLINOIS

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



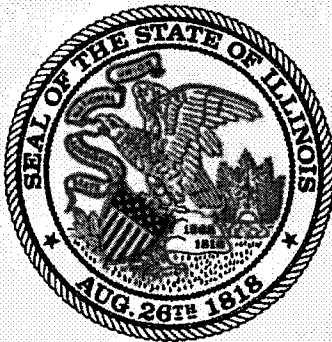


To all to whom these Presents Shall Come, Greeting:

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

KNIGHT E/A, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 30, 1998, 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.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 10TH day of OCTOBER A.D. 2013 .



Authentication #: 1328301968

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

Jesse White

SECRETARY OF STATE

EXHIBIT 7⁹⁵

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): Knight E/A, 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: 110884-00

Expiration Date: 09/22/2016

2. If a number has not yet been issued, provide the date a completed application for the number was submitted to IDHR:
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

Knight E/A, 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 #	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.
	None

_____ hereby agrees to the exceptions provided by Knight E/A, Inc. and to the Additional Terms and Conditions provided by Knight E/A, Inc. (N/A – No Exceptions)

Agreed: Knight E/A, Inc.	Agreed:
By: Kevin E. Lentz, PE	By:
Signed: 	Signed:
Position: President	Position:
Date: 3/17/2014	Date:

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

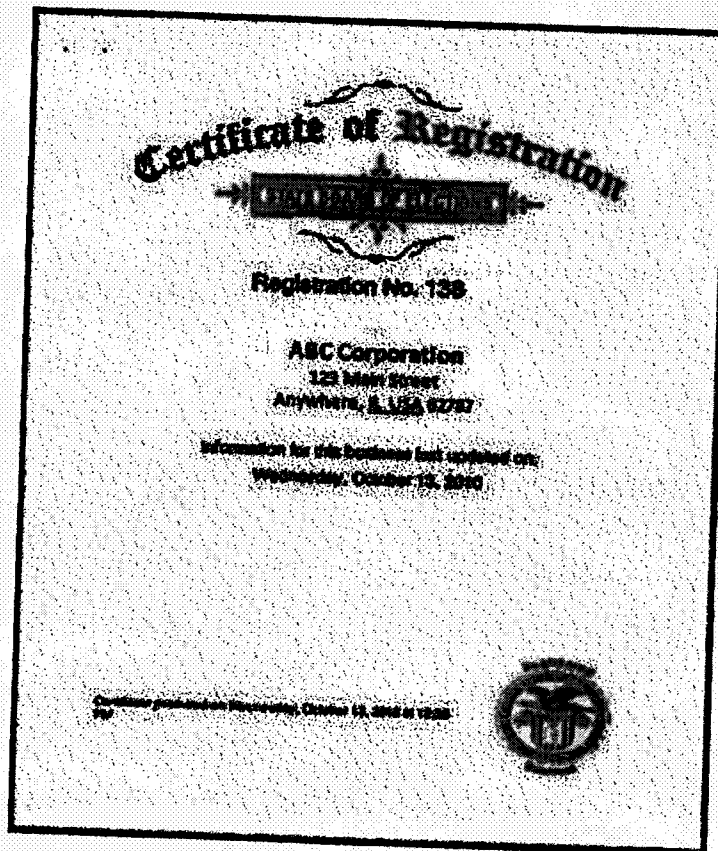
ATTACHMENT DD

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

STATE BOARD OF ELECTIONS

Registration No. 11477

Knight E/A, Inc.

221 N. LaSalle Street
Suite 300

Chicago IL 60601-1211

Information for this business last updated on:

Thursday, October 10, 2013

Certificate produced on Monday, March 24, 2014 at 12:29 PM



EXHIBIT "1"
PAGE 23 OF 183

**STATE OF ILLINOIS
STANDARD CERTIFICATIONS**

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.

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 upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Pub. Act No. 97-0895 (August 3, 2012)
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 that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500\50-38.
18. 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.
19. 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.
20. Drug Free Workplace
 - 20.1. 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.
 - 20.2. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other 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.

29. 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.
30. 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 with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

31. 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.
32. 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.

Name of Certifying Entity: Knight E/A, Inc.

Signature



Date: 3/17/2014

Printed Name: Kevin E. Lentz, PE

Title: President

Phone Number: (312) 577-3381

Email Address: klentz@knightea.com

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

Name:

Business Name: Knight E/A, Inc.

Taxpayer Identification Number

Social Security Number:

or

Employer Identification Number: 

Legal Status (check one):

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

Signature of Authorized Representative: 

Date: 3/17/2014



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

Date: March 17, 2014

Project Number: I-13-4623

Project Name: PSB No. 13-4, Item 2, Elgin O'Hare Western Access, IL 19 Interchange
Phase II Engineering Services

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, addresses and type of work all Sub-Contractors/Consultants you will be using in the performance of this Contract, together with the anticipated dollar value each 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.

Contractor/Consultant: Knight E/A, Inc.

Federal Employment Identification Number (FEIN) [REDACTED]

E-Mail: krentz@knightea.com

CONTRACTOR

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

<u>Sub-Contractor(s)</u>	<u>Sub-Contractor FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount to be Paid (to extent known)</u>
AMERICAN SURVEYING & ENGINEERING, P.C.	[REDACTED]	841 N. Galena Ave Oxnard, IL 61021	Survey/Plats	\$144,876.45
GSG Consultants, Inc.	[REDACTED]	355 West Adams St. #200 Chicago, IL 80607	Geotechnical	\$851,368.38
Singh & Associates, Inc.	[REDACTED]	230 W. Monroe, Suite 1400 Chicago, IL 60608	Lighting	\$150,493.76

Contractor/Consultant

Print Kevin E. Lentz, PE

Date 3/17/2014

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading and within the step. 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 disclosure is no longer accurate, then disclosing entities must provide an updated form.

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

This disclosure is submitted for:

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

Project Name	Elgin O'Hare Western Access, IL 19 Interchange
Illinois Procurement Bulletin Number	22031972
Contract Number	I-13-4623
Vendor Name	Knight E/A, Inc.
Doing Business As (DBA)	
Disclosing Entity	Knight E/A, Inc.
Disclosing Entity's Parent Entity	Knight Partners, LLC
Subcontractor	
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation) If you selected Other, please describe:

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, 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. 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. Attach a copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

- 2.A. 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. Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and 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. 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. 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. Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- 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 subcontract 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 or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

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
Knight Partners, LLC	221 N. LaSalle, Suite 300 Chicago, IL 60601	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 or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

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
Knight Partners, LLC	221 N. LaSalle, Suite 300 Chicago, IL 60601	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

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 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.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity

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

N/A

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 \$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: N/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 \$25,000)
(Subcontractors with subcontract 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: N/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 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: Knight E/A, 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

(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, subcontracts, leases 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 #
See Attached				

Current Contracts with units of State of Illinois government:

Agency/University	Project Title	Status	Value	Contract Reference / P.O. / Illinois Procurement Bulletin #
State of Illinois Capital Development Board	Calumet Armory/Donnelley Bldg roof and interior/exterior	Ongoing	\$158,400	Project 546-108-003
State of Illinois Capital Development Board	General Jones Armory roof and interior/exterior	Ongoing	\$90,750	Project 546-070-025
Illinois Department of Transportation	IL 60/83 from IL 176 to EJ&E Railroad	Ongoing	\$1,549,424	PTB 143-003
Illinois Department of Transportation	I-64 Phase I/II Structures over Wabash River	Ongoing	\$794,928	PTB 147-042
Illinois Department of Transportation	Phase I, Various Bridges, Various Counties Region One/ District One	Ongoing	\$1,028,307	PTB 150-006
Illinois Department of Transportation	Phase III, I-55 at Arsenal Road	Ongoing	\$7,766,579	PTB 151-001
Illinois Department of Transportation	Phase II, IL 59 lane additions and bridge replacement	Ongoing	\$5,521,415	PTB 153-005
Illinois Department of Transportation	Phase III, I-57 over I-294	Ongoing	\$5,360,414	PTB 155-003
Illinois Department of Transportation	Phase II, IL 7 (159 th Street) from I-355 to Will-Cook Road	Ongoing	\$2,830,169	PTB 157-004
Illinois Department of Transportation	HSR Chicago to St. Louis	Ongoing	\$3,000,000 max work order as assigned	PTB 160-027
Illinois Tollway	Design and Construction Project Management; I-294/I-57	Ongoing	\$16,848,331	I-11-4026
Illinois Tollway	Construction Management I-90, Retaining Wall and Bridge Widening	Ongoing	\$3,081,000	I-13-4098
University of Illinois at Chicago	Utilities Master Plan	Ongoing	\$2,497,936	QBS# PSS999C11036
Northern Illinois University	Civil Engineer Consultant Retainer	Ongoing	\$79,642 to date	QBS# SM042811
State of Illinois Capital Development Board	Department of Natural Resources Replace Sewage Treatment Plants and Shower Building Kankakee River Conservation Area and State Park – Kankakee County	Ongoing	\$174,000	Bulletin 181 Project # 102-313-047
Illinois Department of Transportation	IL 19 (Irving Park Road) at York Road, Phase III	Ongoing	\$7,516,852	PTB 165/Item 1 Job No. C-91-667-10

Current Pending Proposals with units of State of Illinois government:

Agency/ University	Project Title	Status	Value	Contract Reference / P.O. / Illinois Procurement Bulletin #
Capital Development Board	Renovate Administration Building and First Bay Pullman Factory Historic Site	Negotiations	N/A	PSB 191/ 104-212-013
Illinois Department of Transportation	I-55 at Weber Road	Negotiations	N/A	PTB 169/Item 17 Job No. D-91-009-14,
Chicago State University	Westside Campus Development	Pending	N/A	QBS #1369PP
Illinois Secretary of State	The Renovation of Restrooms Motor Vehicle Services (MVS) & DOIT Facility	Pending	N/A	SOS Project # 14.08
Illinois Secretary of State	Structural Review Plan & Begin for Repairs Renovation of the Aboveground Parking Ramp	Pending	N/A	SOS Project # 14.09
University of Illinois Springfield	Architectural Retainer	Pending	N/A	QBS# PSSS14R02
University of Illinois Chicago	SEL Facility Interior Improvements	Pending	N/A	QBS #PSS607-C14016
Illinois Department of Natural Resources	Mazonia Braidwood; Reclamation Design, Engineering, and Inspection	Pending	N/A	PTB 170/Item 24 Job No. AML-GKnP-1349
Illinois Tollway	IL 19 Interchange on the Elgin O'Hare Western Access (EOWA) Phase II	Pending	\$5,526,800	PSB 13-4/Item 2 I-13-4623

EXHIBIT "1"

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

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: Knight E/A, Inc.

Signature: _____



Date: March 17, 2014

Printed Name: Kevin E. Lentz, PE

Title: President

Phone Number: (312) 577-3381

Email Address: klentz@knightea.com

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading and within the step. 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 disclosure is no longer accurate, then disclosing entities must provide an updated form.

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

This disclosure is submitted for:

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

Project Name	Elgin O'Hare Western Access, IL 19 Interchange
Illinois Procurement Bulletin Number	22031972
Contract Number	I-13-4623
Vendor Name	Knight E/A, Inc.
Doing Business As (DBA)	
Disclosing Entity	Knight Partners, LLC
Disclosing Entity's Parent Entity	
Subcontractor	
Instrument of Ownership or Beneficial Interest	Limited Liability Company Membership Agreement (Series LLC) If you selected Other, please describe:

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, 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. 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. Attach a copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

- 2.A. 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. Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and 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. 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. 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. Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- 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 subcontract 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 or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

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
JWE Knight S-Corp	221 N. LaSalle, Suite 300 Chicago, IL 60601	39.93%	
KEL Knight S-Corp	221 N. LaSalle, Suite 300 Chicago, IL 60601	37.95%	
MMM Knight S-Corp	221 N. LaSalle, Suite 300 Chicago, IL 60601	6.88%	
Joseph Lamb	1414 W Anthony Drive, Champaign, IL 61824	6.33%	
DGK Knight S-Corp	221 N. LaSalle, Suite 300 Chicago, IL 60601	5.59%	

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 or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

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
JWE Knight S-Corp	221 N. LaSalle, Suite 300 Chicago, IL 60601	39.93%	
KEL Knight S-Corp	221 N. LaSalle, Suite 300 Chicago, IL 60601	37.95%	
MMM Knight S-Corp	221 N. LaSalle, Suite 300 Chicago, IL 60601	6.88%	
Joseph Lamb	1414 W Anthony Drive, Champaign, IL 61824	6.33%	
DGK Knight S-Corp	221 N. LaSalle, Suite 300 Chicago, IL 60601	5.59%	

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 subcontract annual value of more than \$50,000 must complete)

Yes No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or 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.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity

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

N/A

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 \$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: Joseph Lamb

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 \$25,000)
(Subcontractors with subcontract 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: Joseph Lamb

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 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: JWE Knight S-Corp, KEL Knight S-Corp, MMM Knight S-Corp, DGK Knight S-Corp, Joseph Lamb & Knight Partners, LLC

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, subcontracts, leases 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 #

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: Knight Partners, LLC

Signature: 

Date: March 17, 2014

Printed Name: Kevin E. Lentz, PE

Title: President

Phone Number: (312) 577-3381

Email Address: klentz@knightea.com

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

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

PRODUCER: Mackey Team, Mesirow Insurance Services, 353 N. Clark Street, Chicago, IL 60654. CONTACT NAME: INSURER(S) AFFORDING COVERAGE: INSURER A: Charter Oak Fire Insurance Comp (25615), INSURER B: Travelers Property Casualty Co. (25674), INSURER C: Travelers Casualty Ins. Co. of (19046), INSURER D: Beazley Insurance Company, Inc. (37540), INSURER E: Travelers Indemnity Co. of CT (25682), INSURER F: ().

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (P6605466P855COF14), E AUTOMOBILE LIABILITY (P8105466P855TCT14), B UMBRELLA LIAB (PSMCUP5466P855TIL1), C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (PSUB5466P85514), D Professional Liab (V124A5140301), A Valuable Papers (P6605466P855COF14).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Knight Project #7142 Professional Design Engineering Services in connection with Irving Park Interchange, Elgin-OHare Western Access Tollway from South of Irving Park Road to North of Irving Park Road. Contract I 13-4623

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

CERTIFICATE HOLDER: Illinois State Toll Highway Authority, 2700 W. Ogden Avenue, Downers Grove, IL 60515. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Redacted]

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ARCHITECTS, ENGINEERS AND SURVEYORS
INDUSTRYEDGESM ENDORSEMENT**

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

EXHIBIT "T"
PAGE 51 OF 183

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

- A. BROAD FORM NAMED INSURED
- B. BLANKET ADDITIONAL INSURED
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
- F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE – GLASS
- H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT
- I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
- J. PERSONAL EFFECTS
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

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

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

B. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

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

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

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

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

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

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

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

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

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

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

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

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

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

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

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



EXHIBIT "1"
PAGE 54 OF 183

COMMERCIAL GENERAL LIABILITY

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

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

4. The following is added to the DEFINITIONS Section:

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

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



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00)-01

POLICY NUMBER: (PSUB-5466P85-5-14)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS
AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO
FURNISH THIS WAIVER.

EXHIBIT "1"
PAGE 56 OF 183

Contract Information Sheet

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

Consultant Name: Knight E/A, Inc.

Contract Number: I-13-4623

Proposal Date: 3/10/2014

Exhibit Pointers Editable cells in each exhibit are underlined in red
Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes
A full set of instructions to complete the exhibits is available on the Tollway's website

Contract Number: I-13-4623

Consultant: Knight E/A, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2014												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Coord/meeting/specs						360	240	240	240	240	240	240	240	1920
Civil Plans						500	470	470	470	470	500	500	500	3380
Structural Plans						180	180	180	180	180	220	220	220	1320
AET/ITS Plans														
Post-Design/Bid														
QA/QC						48	40	40	30	30	30	30	30	248
TOTALS						1068	1050	930	920	920	990	990	990	6868

Contract Number: I-13-4623 Consultant: Knight E/A, 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
Coord/meeting/specs	240	240	240	240									960
Civil Plans	470	470	650	650									2240
Structural Plans	180	180	220	205									785
AET/ITS Plans	200	200	240	240									880
Post-Design/Bid													
QA/QC	30	30	30	30									120
TOTALS	1120	1120	1380	1365									4985

Contract Number: I-13-4623

Consultant: Knight E/A, 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	
Coord/meeting/specs										240	240	272	752
Civil Plans									160	650	650	650	2110
Structural Plans										220	220	220	660
AET/ITS Plans										205	205	200	610
Post-Design/Bid													
QA/QC									12	24	24	24	84
TOTALS									172	1339	1339	1366	4216

Contract Number: I-13-4623

Consultant: Knight E/A, 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	
Coord/meeting/specs													
Civil Plans													
Structural Plans													
AET/ITS Plans													
Post-Design/Bid													
QA/QC					80								80
					20								20
TOTALS					100								100

Contract No.: I-13-4623

Consultant: Knight E/A, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

$$\frac{28,637.00}{\text{(Total Work Hours from Exhibit C-2)}} \times \$ \frac{44.66}{\text{(Average Hourly Rate from Exhibit C-2)}} = \text{TOTAL DIRECT SALARY } \$ \underline{1,278,928.42}$$

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 \$ 3,580,999.58

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ \$66,981.64

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ 1,146,738.59

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

TOTAL SERVICES BY OTHERS \$ 1,146,738.59

D. ADDITIONAL SERVICES (Prime Consultant)

\$ 732,080.91
(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

\$ -
(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES \$ 732,080.91
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 5,526,800.72

Contract No.: I-13-4623 Consultant: Knight E/A, Inc.

Date: 3/10/2014

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 48 No. OF MONTHS
 SCHEDULED START DATE: 6/1/2014
 RAISE DATE: 7/1/2014
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
6/1/2014	6/30/2014	7/1/2014	6/30/2015	7/1/2015	6/30/2016	7/1/2016
-	-	-	-	-	-	-
1.0	12.0	12.0	12.0	12.0	12.0	11.0
48.0	48.0	48.0	48.0	48.0	48.0	48.0
2.08%	25.75%	25.75%	26.52%	26.52%	27.32%	25.79%
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period	Escalation Factor Sixth Period	Escalation Factor Seventh Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
-	-	-	-	-	-	-
48.0	48.0	48.0	48.0	48.0	48.0	48.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period	Escalation Factor Eleventh Period	Escalation Factor Twelfth Period

The escalation factor for this project is: 107.47%

Contract No.: 1-13-4623

Consultant: Knight E/A, Inc.

Date: 3/10/2014

Escalation Factor: 107.47%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES							DIRECT COST OVERTIME PREMIUM			
							Total Estimated Work Hours:	28,637.00	Total Estimated O/T Hours:	
							Average Hourly Rate:	\$44.66	Average Premium O/T Hourly Rate:	
							Total Direct Labor	\$1,278,928.42	Total Overtime Premium:	
Classification Eligible for Premium Overtime?	Classification	Current MINIMUM Hourly Rate for Classification	Current MAXIMUM Hourly Rate for Classification (See Note A to Right)	Average Hourly Rate for Classification (See Note B to Right)	Escalated Average Hourly Rate for Classification (See Note C to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note D to Right)	Estimated Overtime Hours (Overtime Hours Only)		
No	CEO, President, Sr. Vice President (20)	\$70.00	\$70.00	\$70.00	\$70.00	40.00				
No	Vice President, Principal Engr., (19)	\$60.00	\$70.00	\$65.00	\$69.85	700.00				
No	Senior Administration (18)	\$32.60	\$65.00	\$48.80	\$52.44					
No	Senior Engineer, Planner (17)	\$50.00	\$67.00	\$58.50	\$62.87	4,497.00				
No	Senior Architect (16)	\$40.00	\$55.00	\$47.50	\$51.05					
No	Project Engineer, Planner (15)	\$38.00	\$55.50	\$46.75	\$50.24	6,950.00				
No	Project Architect (14)	\$27.00	\$40.00	\$33.50	\$36.00					
No	Engineer III, Planner III (13)	\$35.00	\$50.00	\$42.50	\$45.67	6,950.00				
No	Information Technology (12)	\$30.00	\$45.00	\$37.50	\$40.30					
No	Architect III (11)	\$25.00	\$37.50	\$31.25	\$33.58					
No	Engineer II, Designer III (10)	\$25.00	\$45.00	\$35.00	\$37.61	2,900.00				
No	Architect II (9)	\$15.00	\$33.00	\$24.00	\$25.79					
Yes	Engineer I, Designer II (8)	\$18.00	\$33.00	\$25.50	\$27.40	2,900.00				
Yes	Architect I (7)	\$18.00	\$28.00	\$23.00	\$24.72					
Yes	Admin Assist. (6)	\$15.00	\$30.00	\$22.50	\$24.18	3,700.00				
Yes	Construction Technician (5)	\$12.00	\$30.00	\$21.00	\$22.57					
Yes	Graphic Designer (4)	\$15.00	\$25.00	\$20.00	\$21.49					
Yes	Engineer/Architect Intern (3)	\$10.00	\$15.00	\$12.50	\$13.43					

Contract No.: I-13-4623

Consultant: Knigh E/A, Inc.

Date: 3/10/2014

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)	Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)
CEO, President, Sr. Vice President (20)	Kavanaugh, Daniel G.		
	Joynt, Eugene		
	Sommer, Charles E.		
Vice President, Principal Engr., (19)	Murphy, William P.		
Senior Administration (18)	TBD		
Senior Engineer, Planner (17)	Mueller, Martin P.		
	Brejcha, Scott		
	Murillo, John C.		
	Popovic, Marko		
	Szwaya, Daniel		
	Thornton, Thomas		
Senior Architect (16)	TBD		
Project Engineer, Planner (15)	Freeze, Mark		
Project Architect (14)	TBD		
Engineer III, Planner III (13)	Butcher, Trisha E.		
	Sanchez, Christopher		
Information Technology (12)	Koons, Ronald		
Architect III (11)	TBD		
Engineer II, Designer III (10)	Aspacio, Roque		
	Balog, Marius		
	Maestranzi, Matthew		
	Mitchell, James		
Architect II (9)	TBD		
Engineer I, Designer II (8)	Alberts, Morgan		
	Batchtell, Craig		
	Mitchell, Robert		
Architect I (7)	TBD		
Admin Assist. (6)	TBD		
Construction Technician (5)	TBD		
Graphic Designer (4)	TBD		
Engineer/Architect Intern (3)	TBD		

Contract No.: I-13-4623 Consultant: Knight E/A, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

- B. **ALLOWABLE DIRECT COSTS - based on link below**
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

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 66,981.64

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

Contract No.: I-13-4623

Consultant: Knight E/A, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Daniel G. Kavanaugh, P.E.

Project Manager: Martin P. Mueller, P.E.

Project Engineer: John C. Murillo, P.E.

Project Drainage Engineer: James Mitchell, P.E.

Project Structural Engineer: Trisha E. Butcher, S.E., P.E.

Senior Engineer: Thomas Thornton, P.E.

QA/QC Roadway: Charles E. Sommer, P.E.,

QA/QC Structures: William P. Murphy, S.E., R.A.

Others: Name: Eugene Joynt, P.E.

Classification: Construction Engineer

Name: _____

Classification: _____

Name: _____

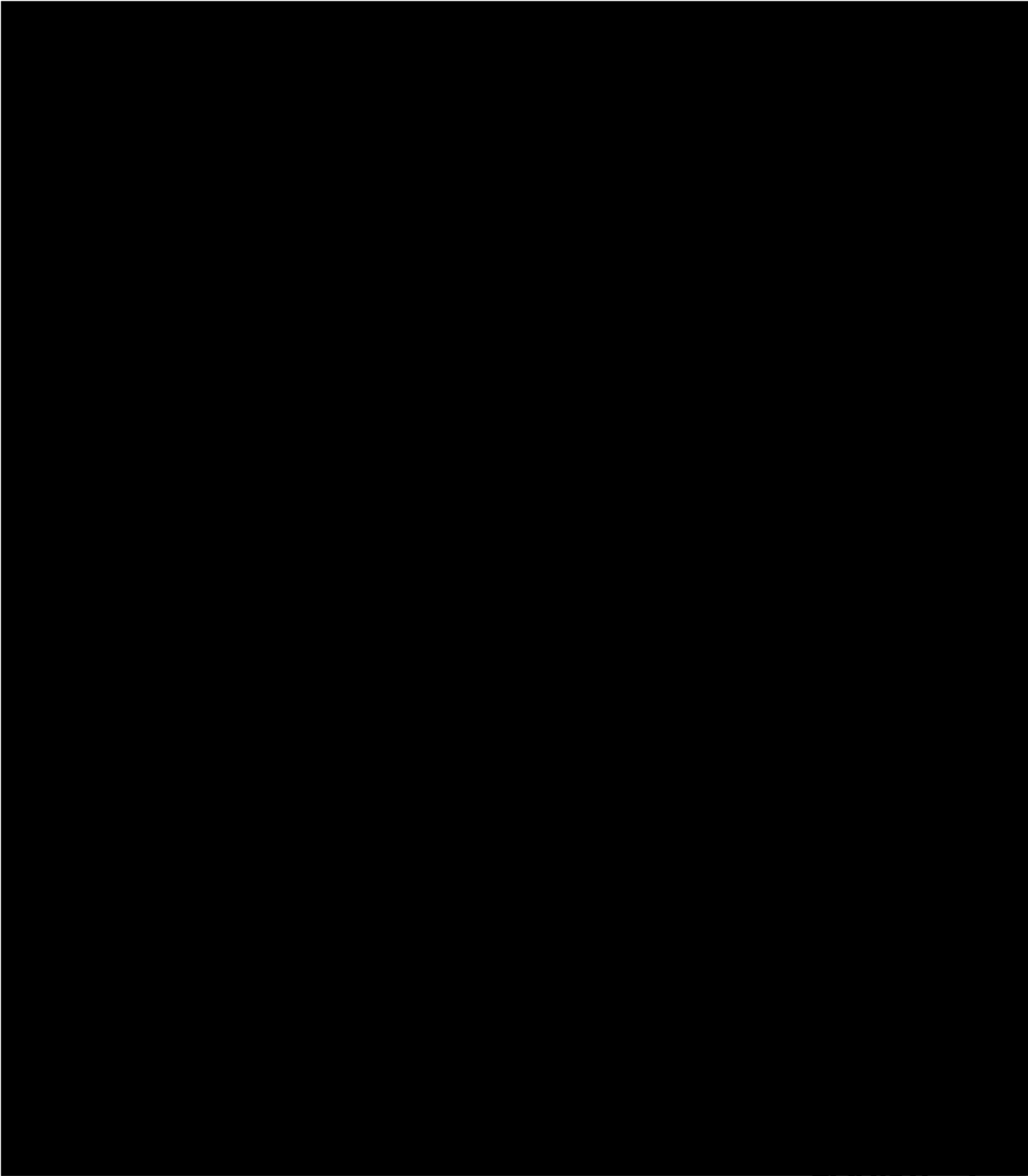
Classification: _____

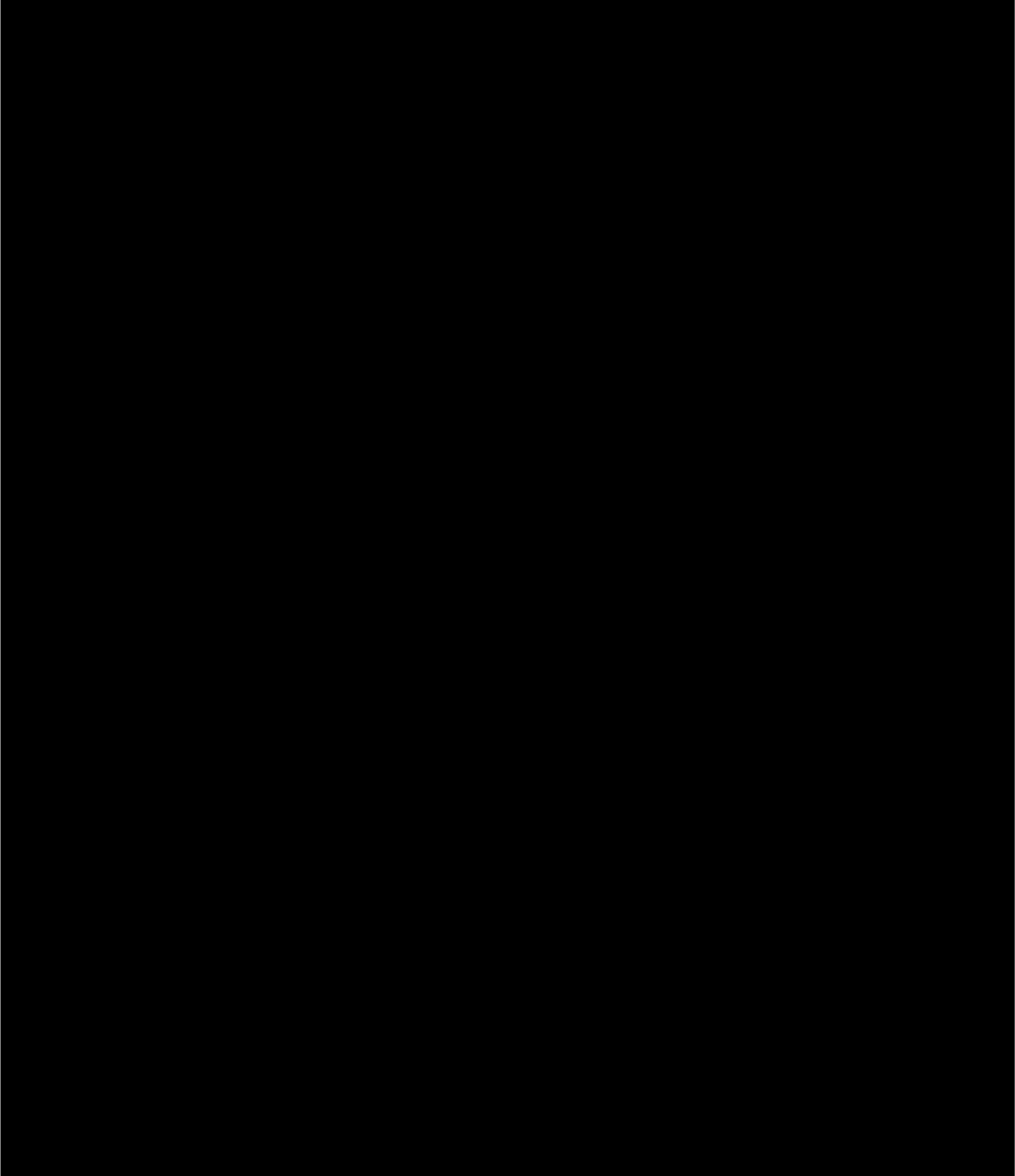
Name: _____

Classification: _____

DANIEL G. KAVANAUGH, PE
Senior Vice President

KNIGHT





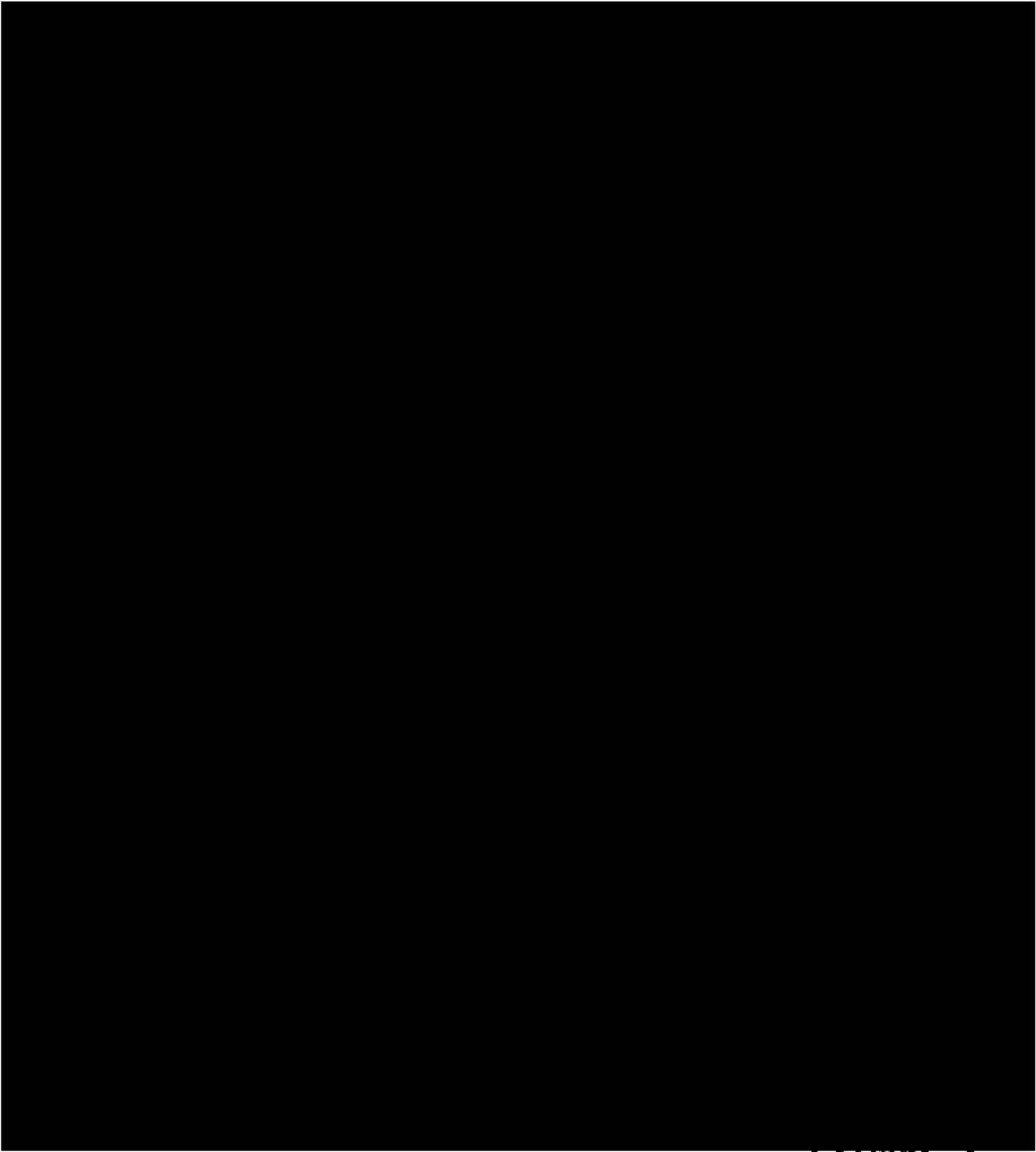
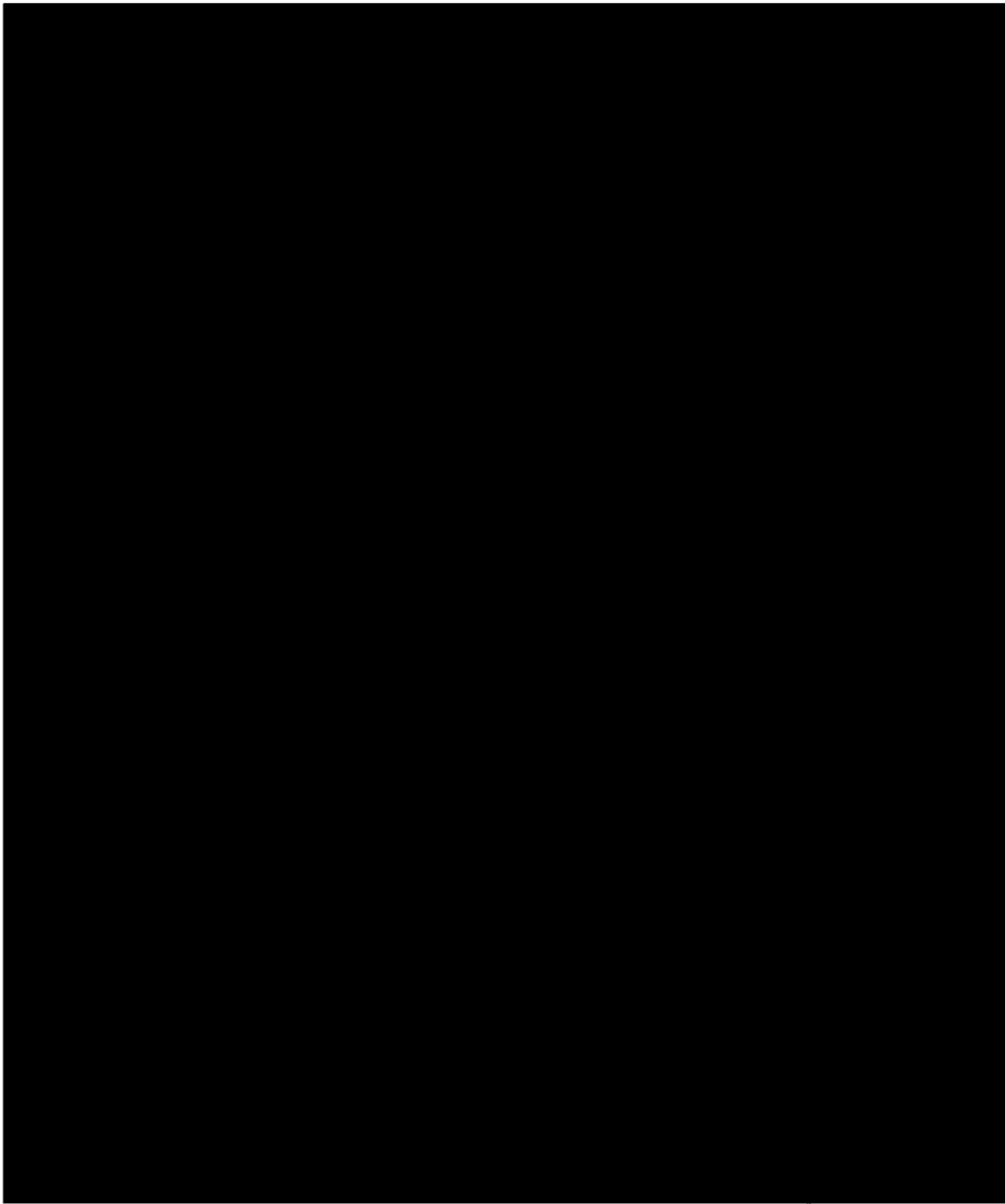
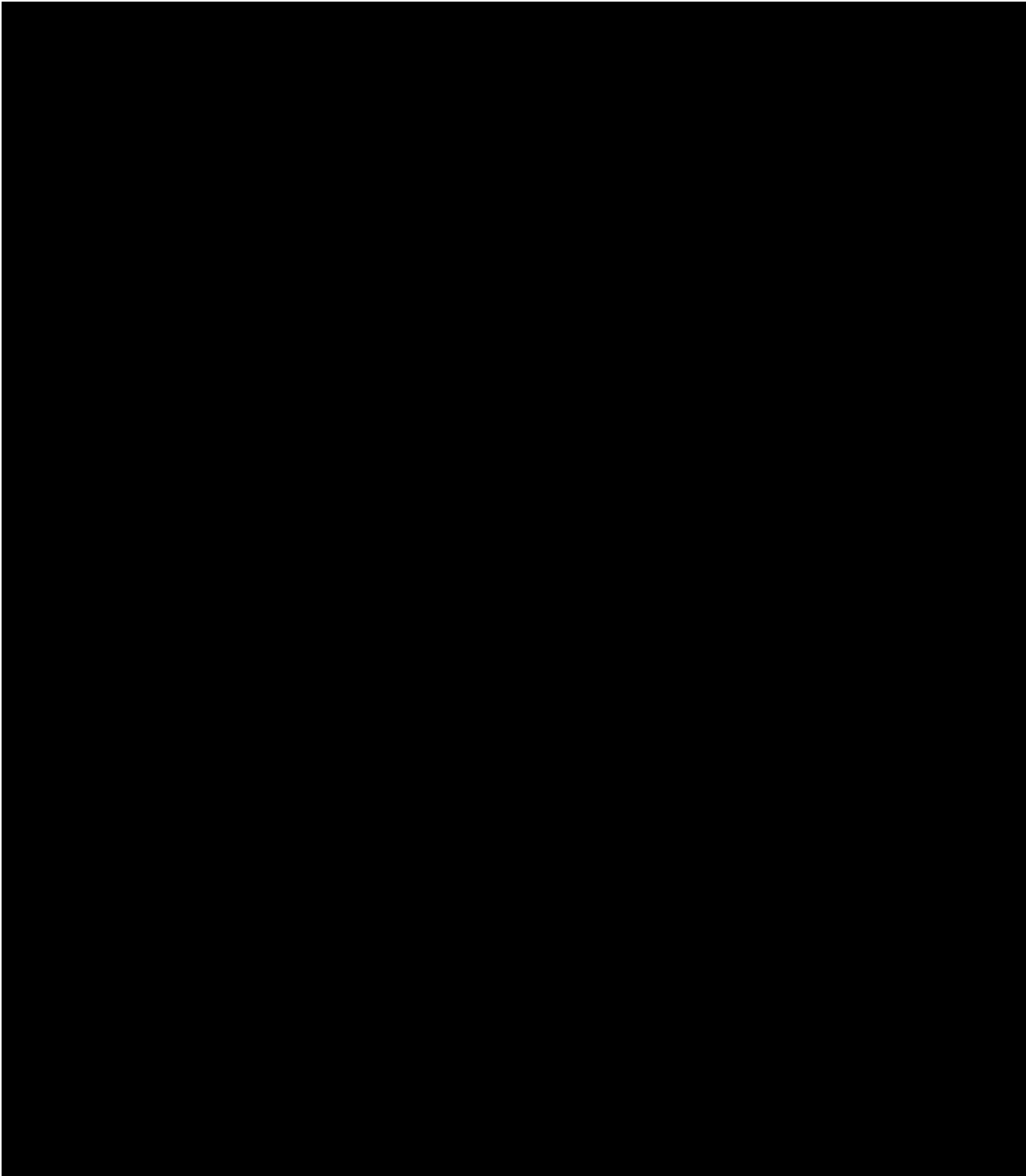
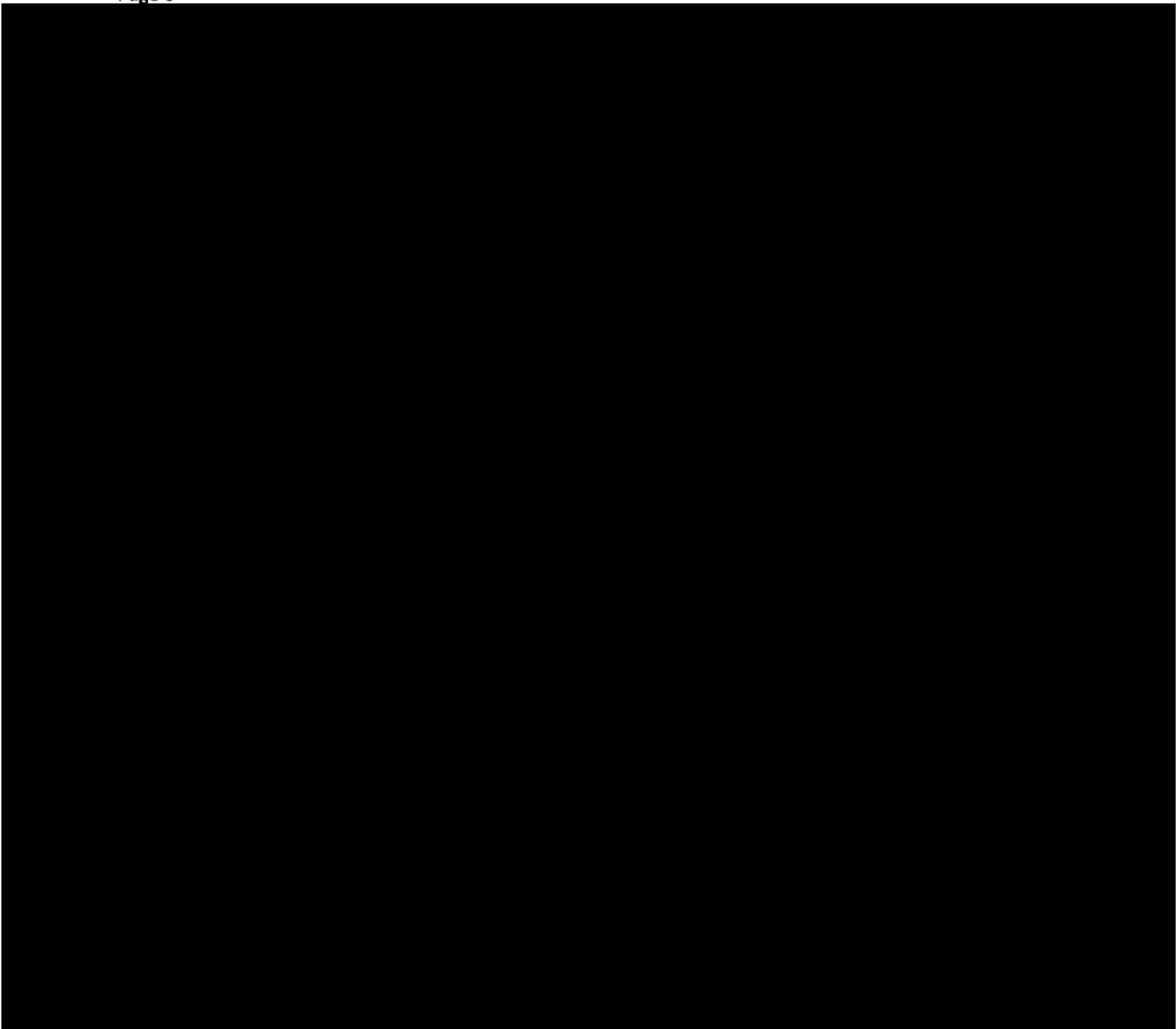


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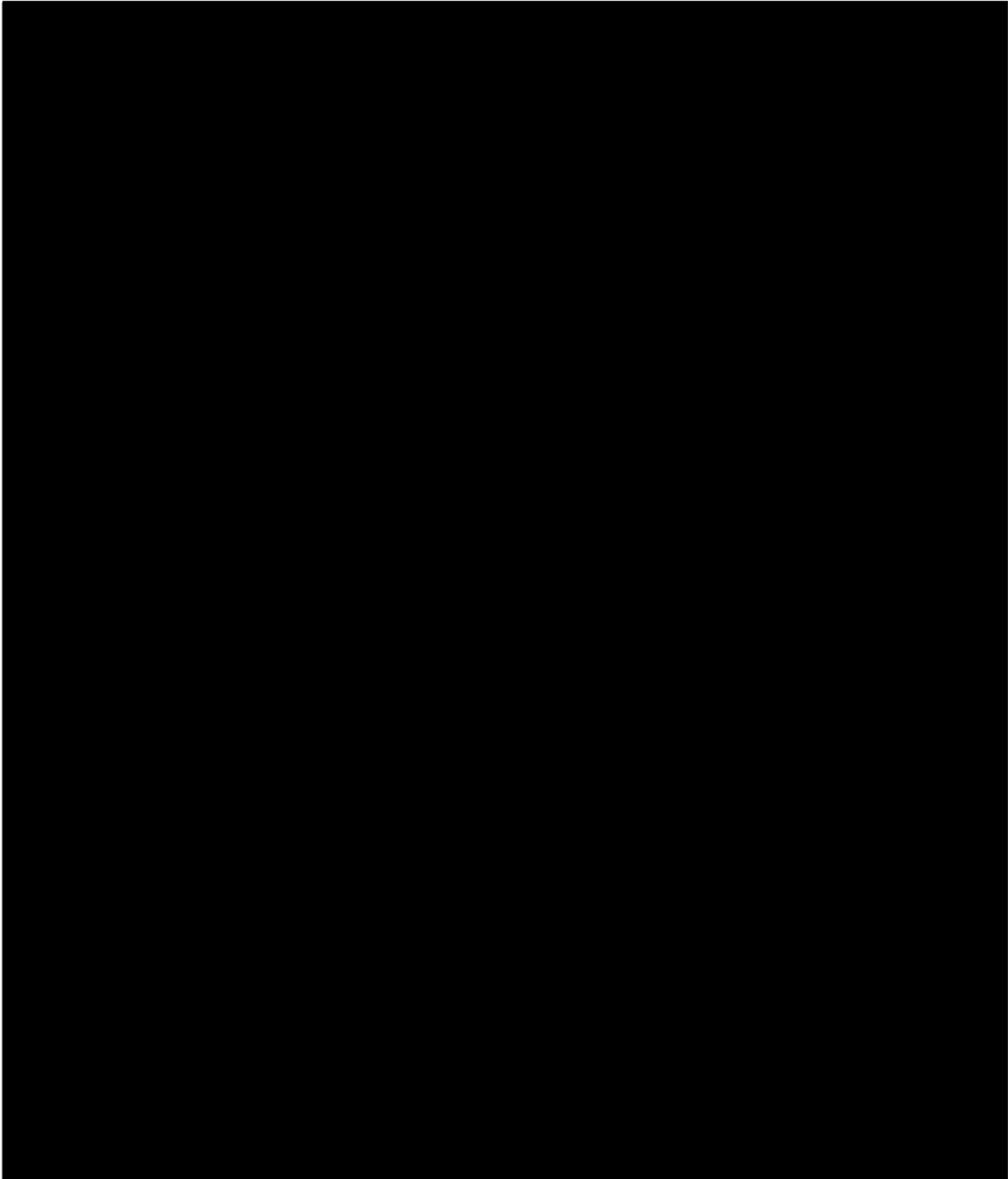


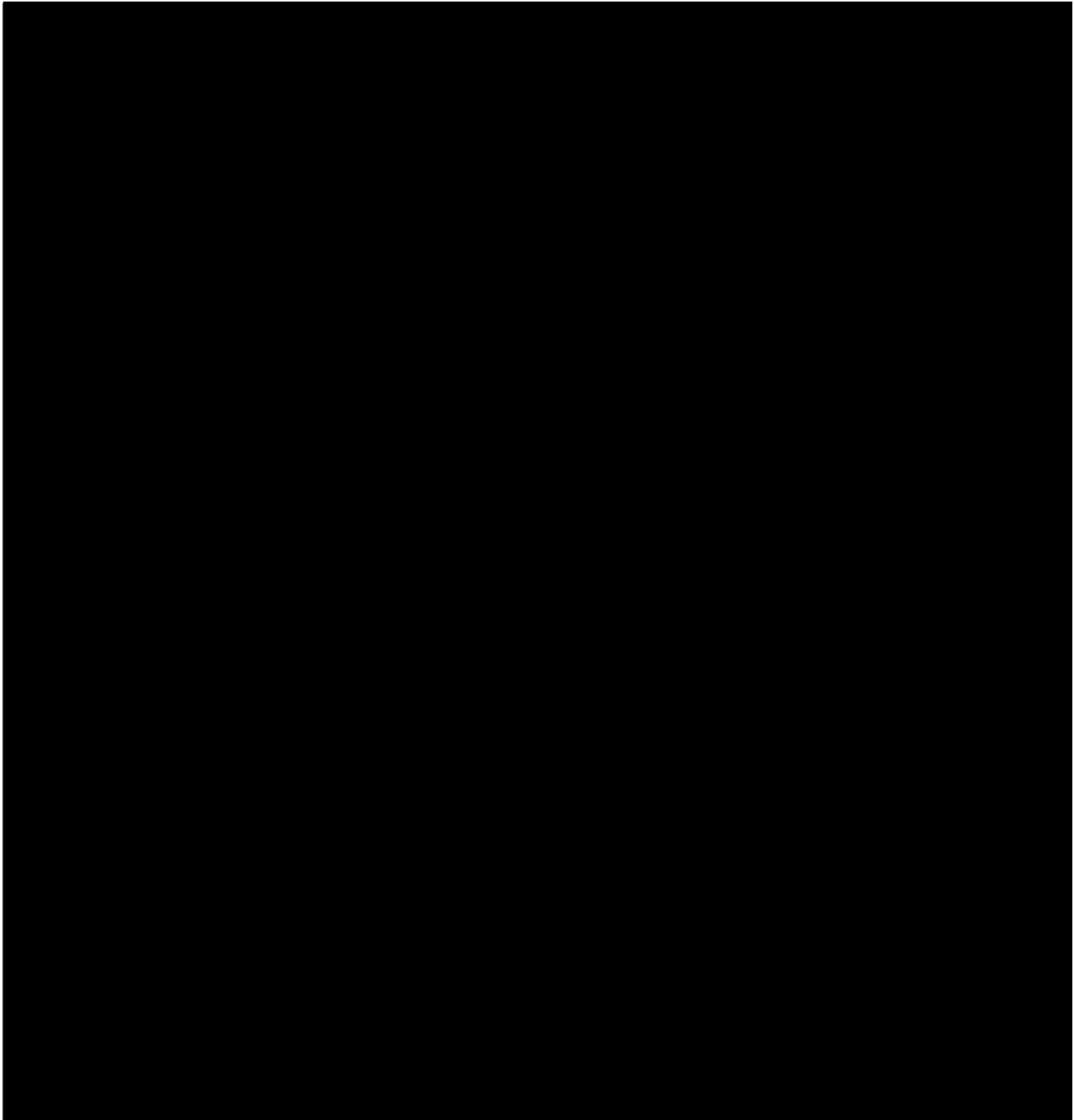




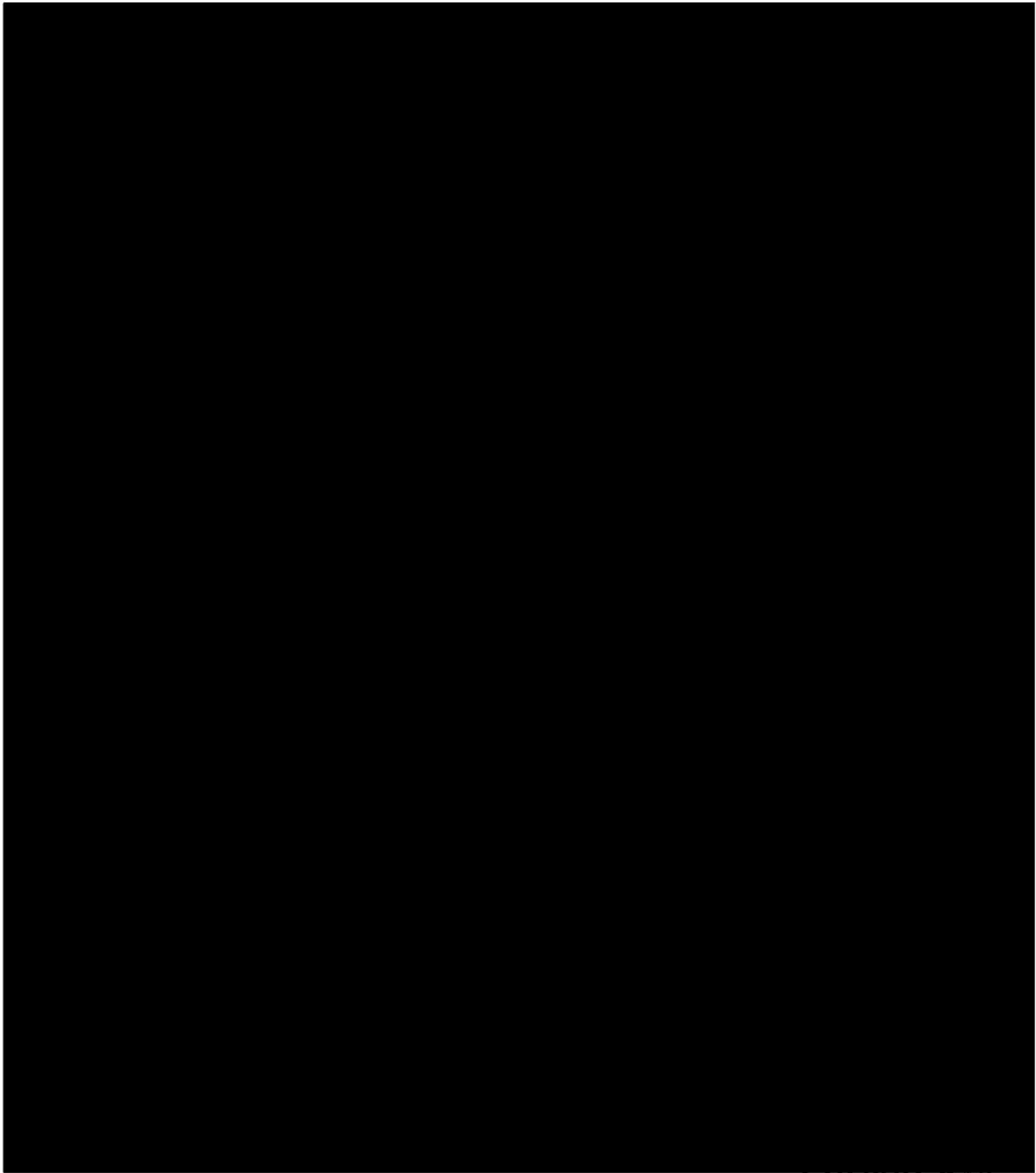
MARTIN P. MUELLER, PE
Senior Engineer

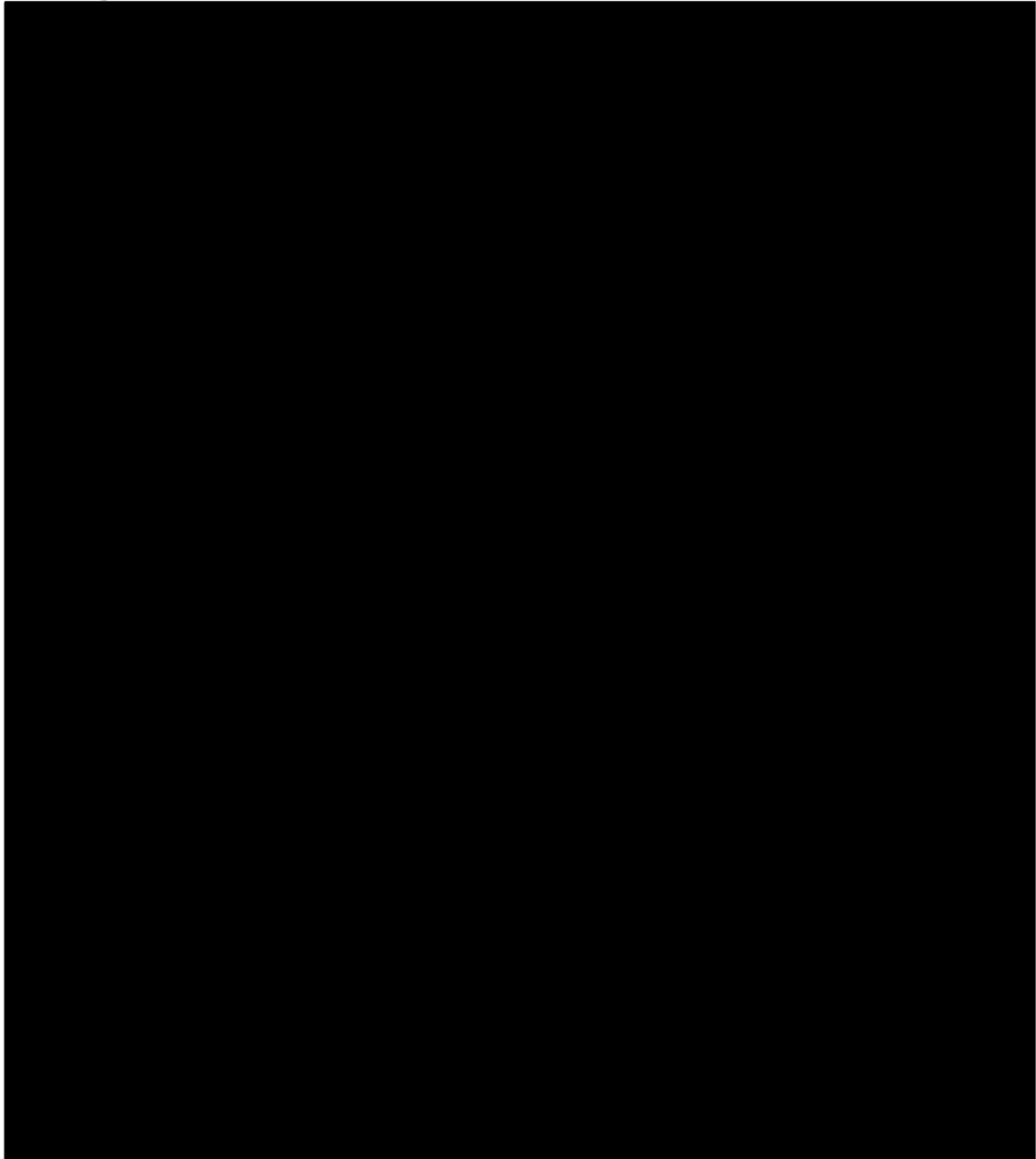
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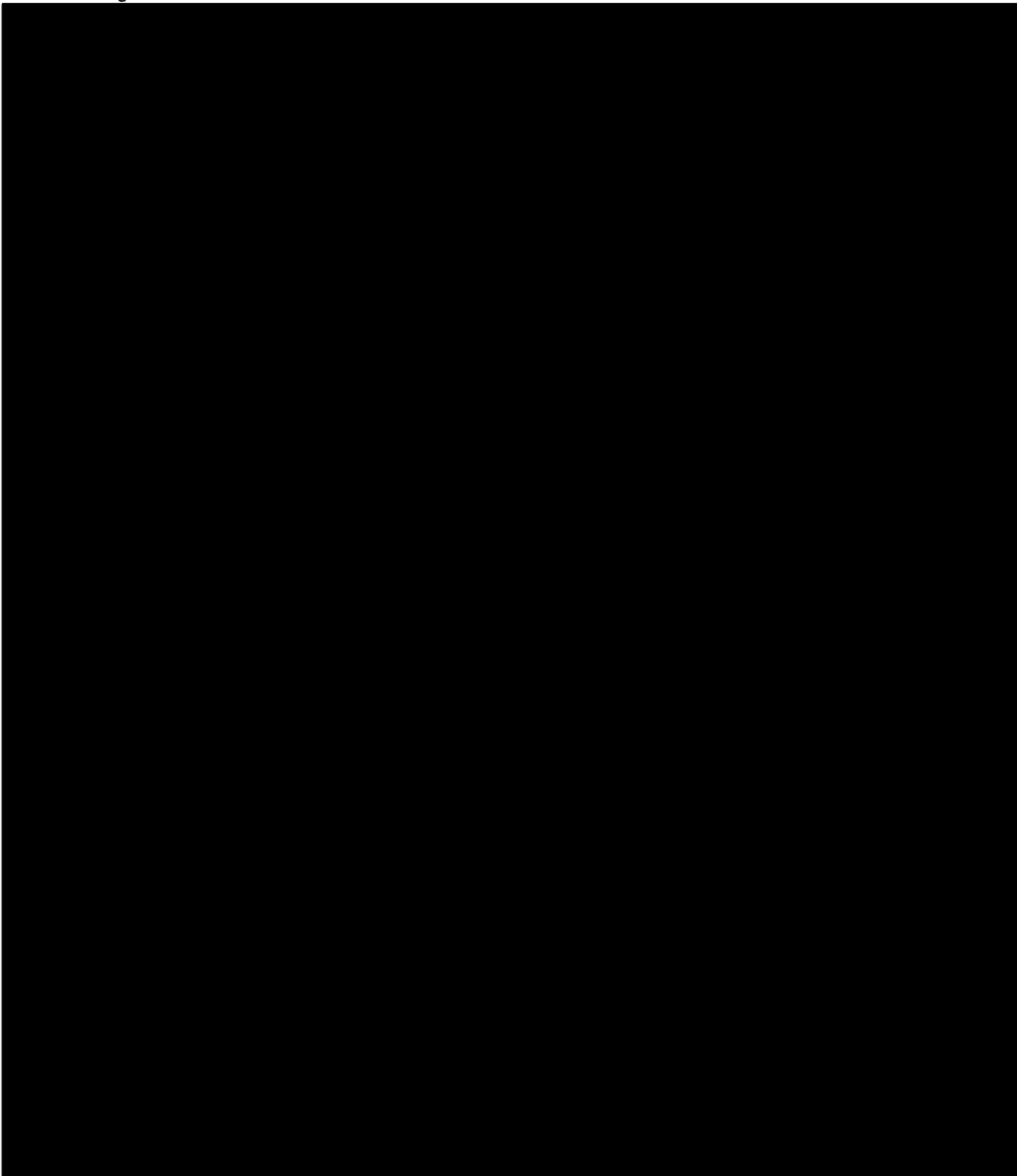
JOHN C. MURILLO, PE
Senior Engineer

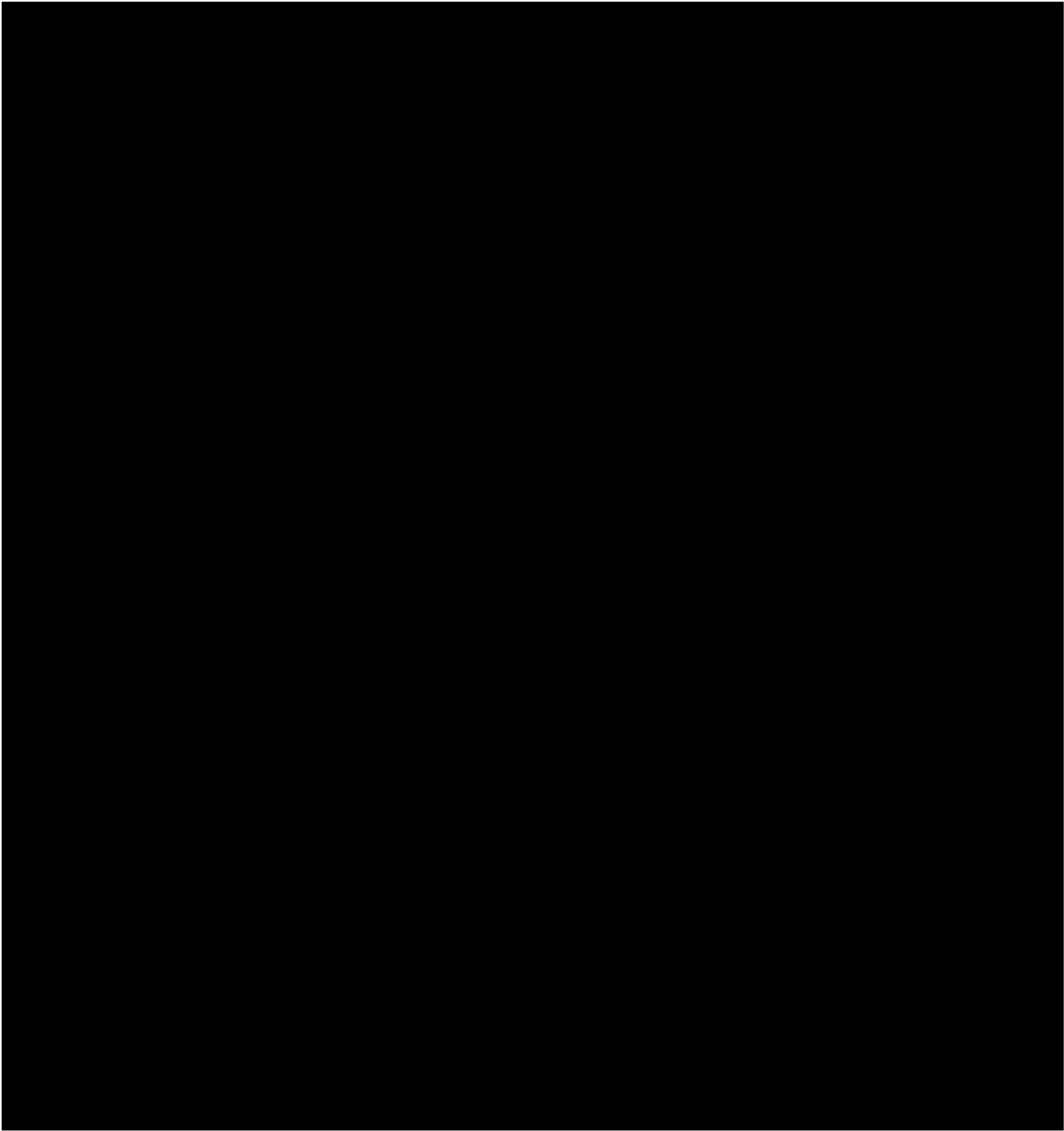




JAMES MITCHELL, PE
Engineer

KNIGHT





TRISHA E. BUTCHER, SE, PE
Structural Engineer

KNIGHT

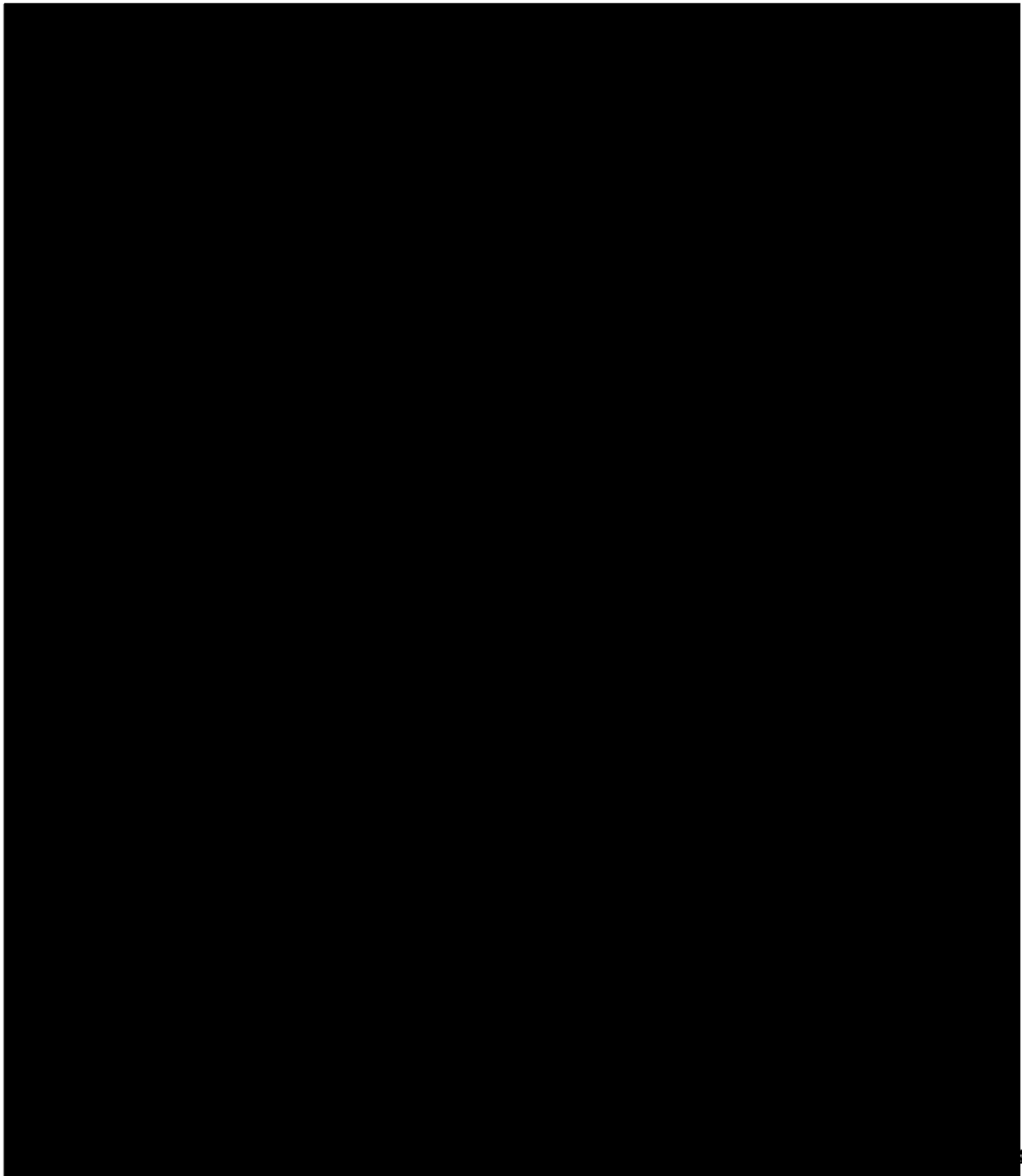
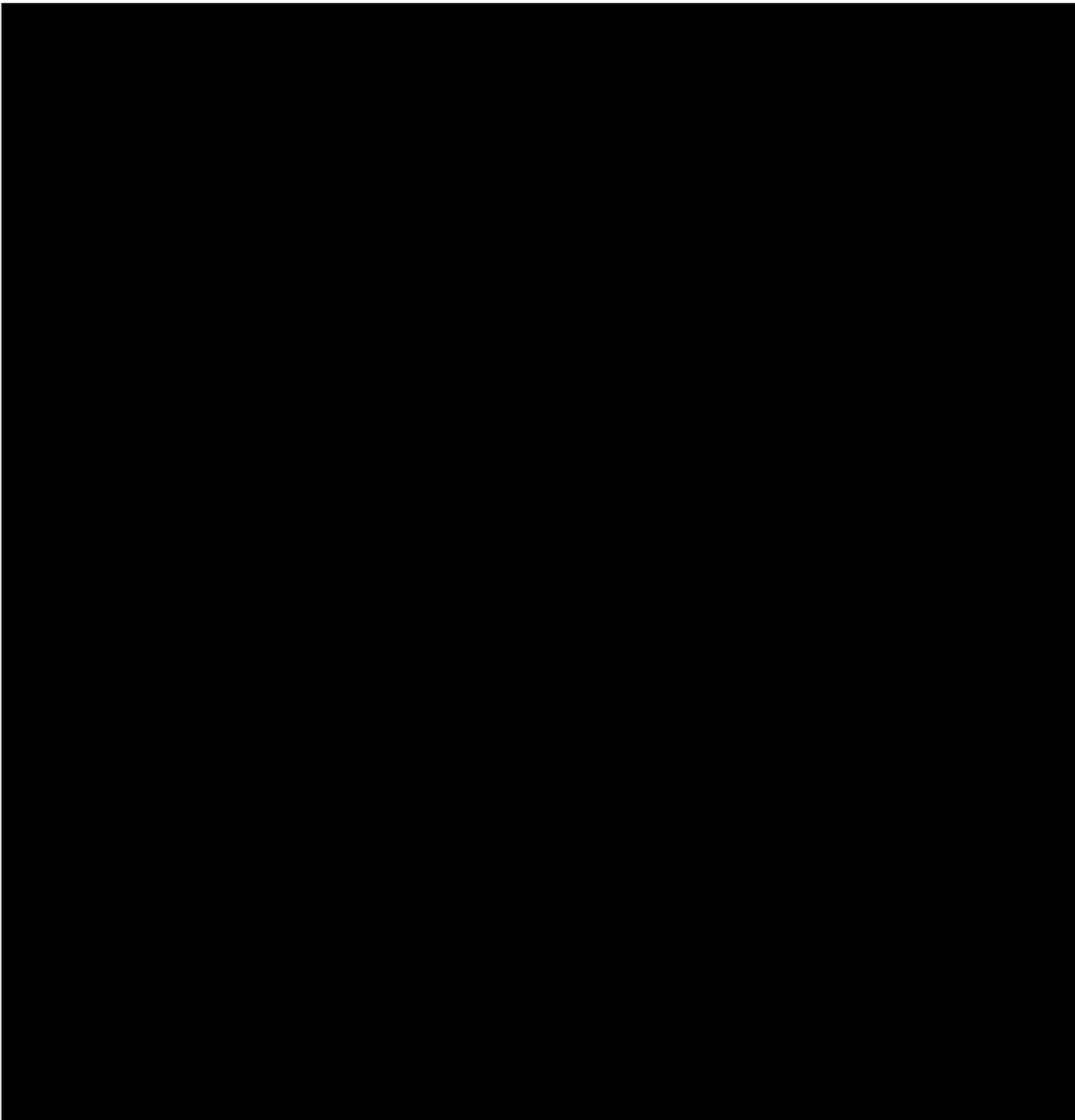
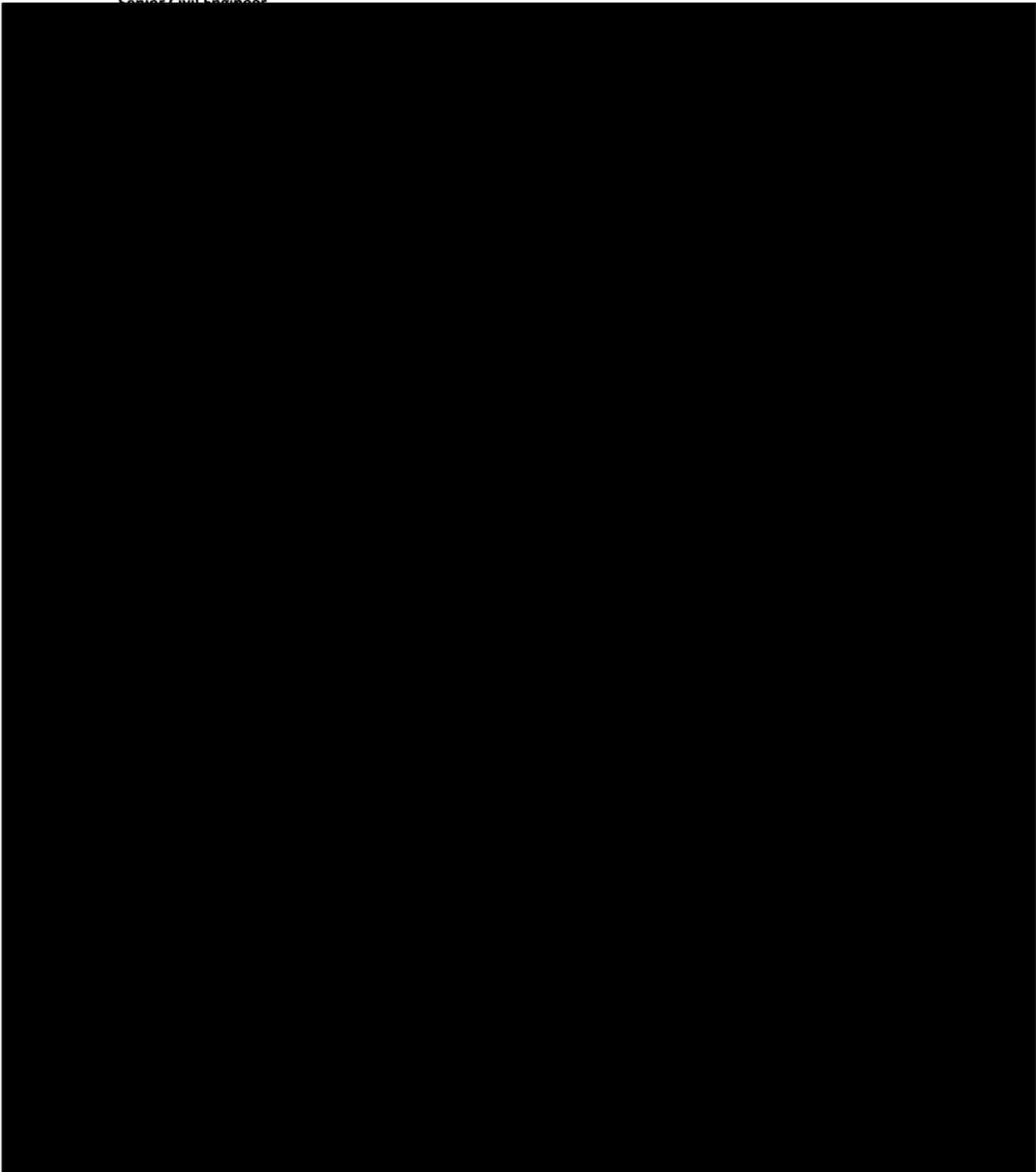
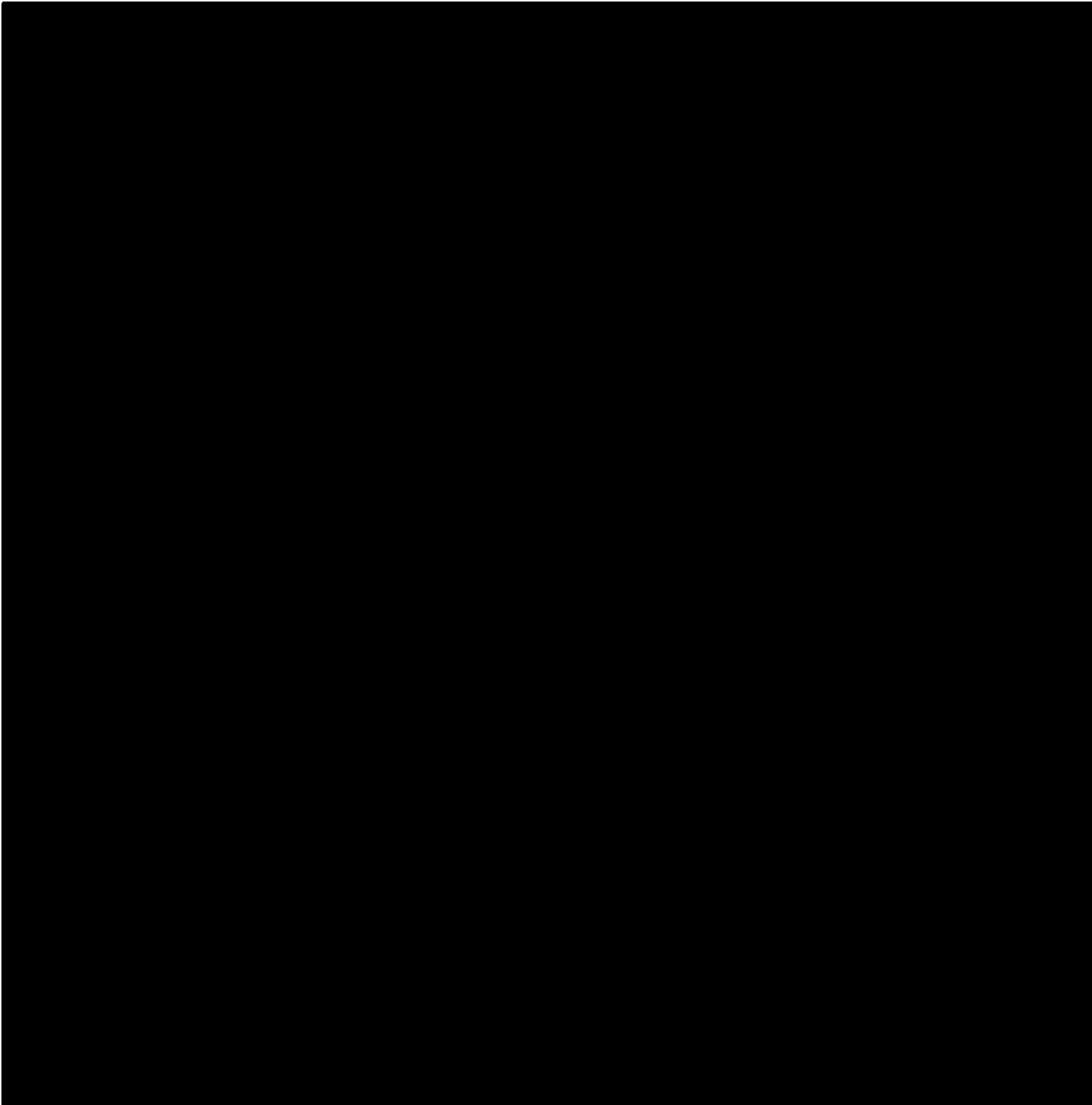


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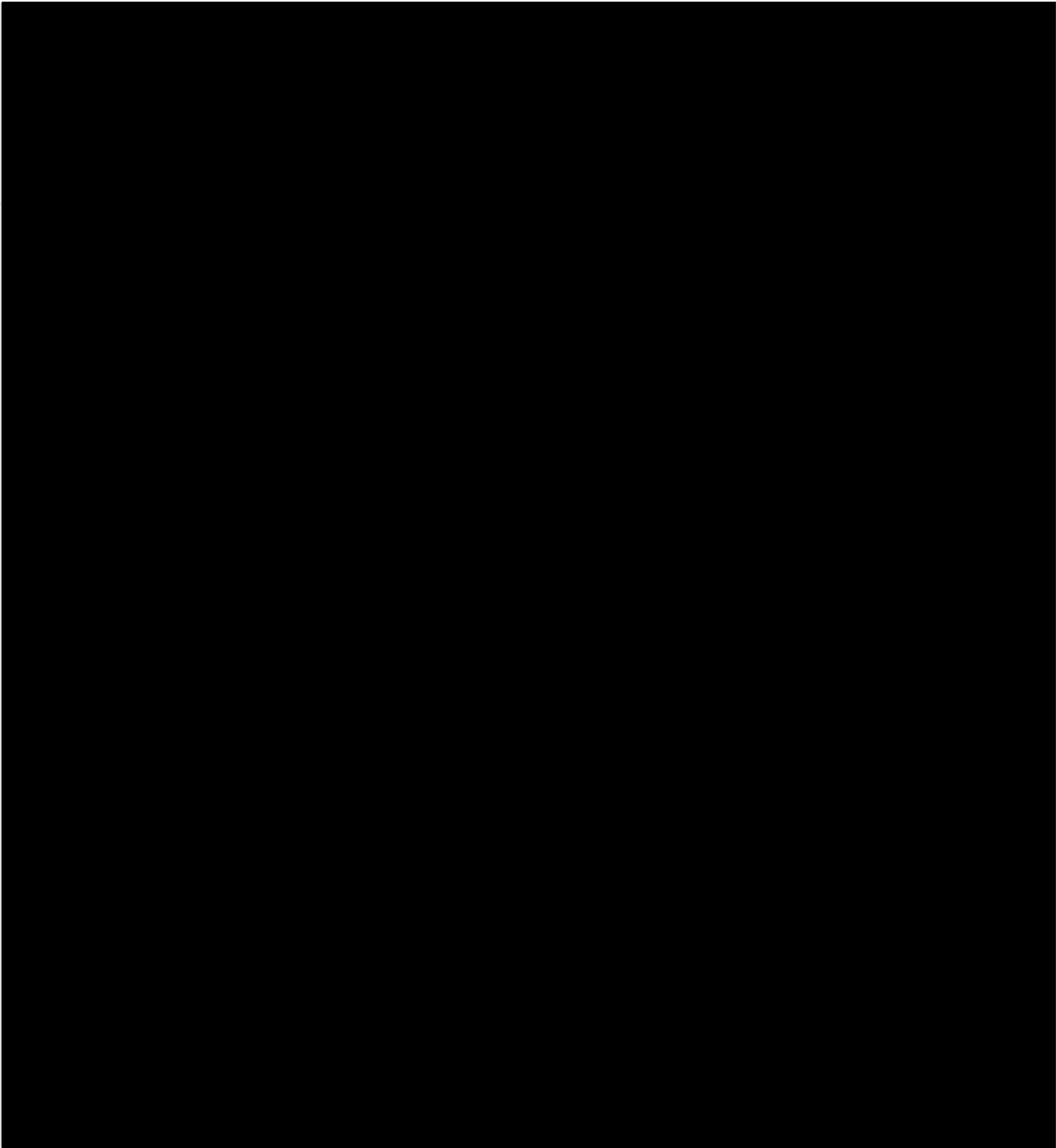


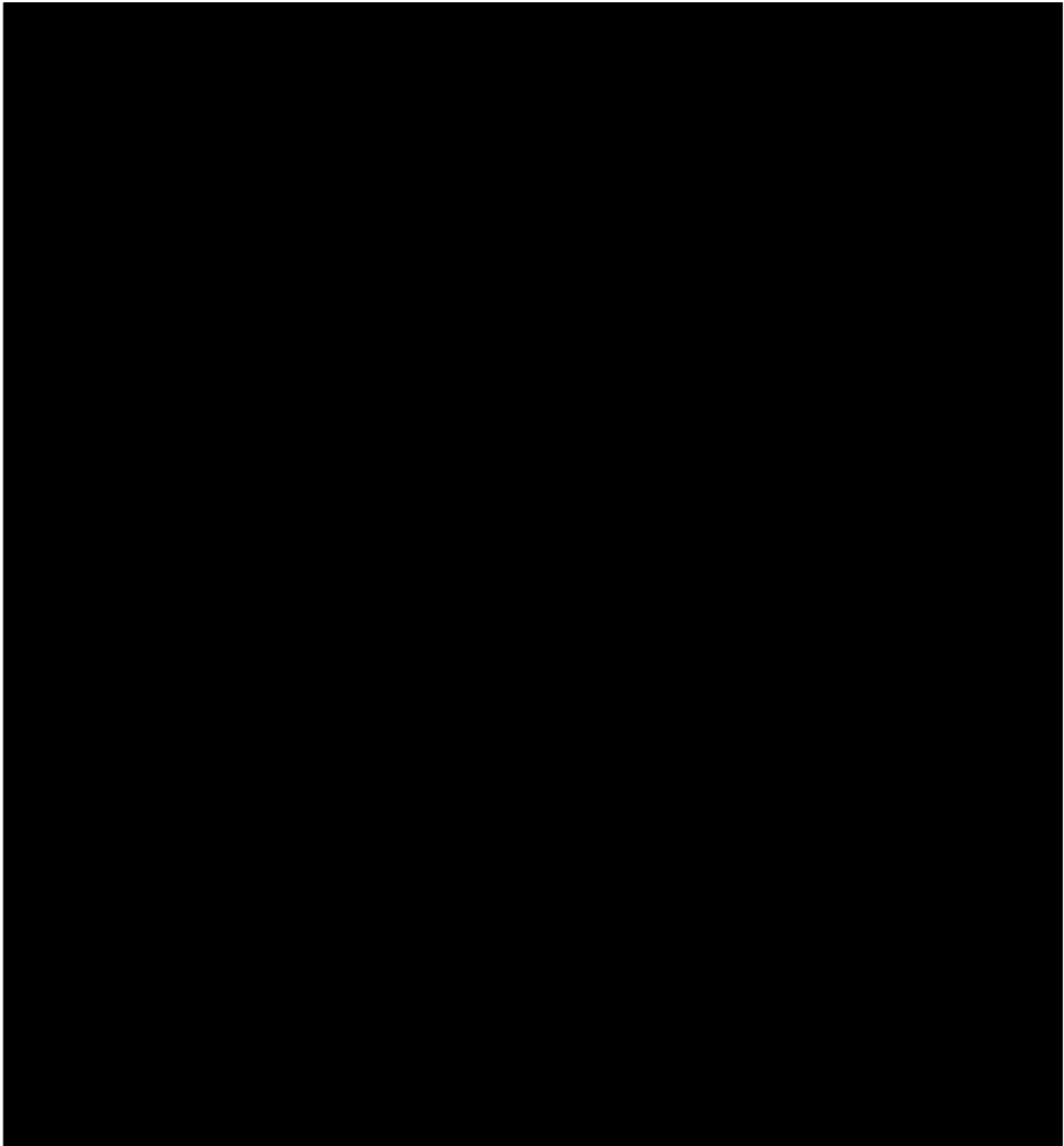


Years with Knight: 1
Years of Experience: 25

CHARLES E. SOMMER, PE
Vice President

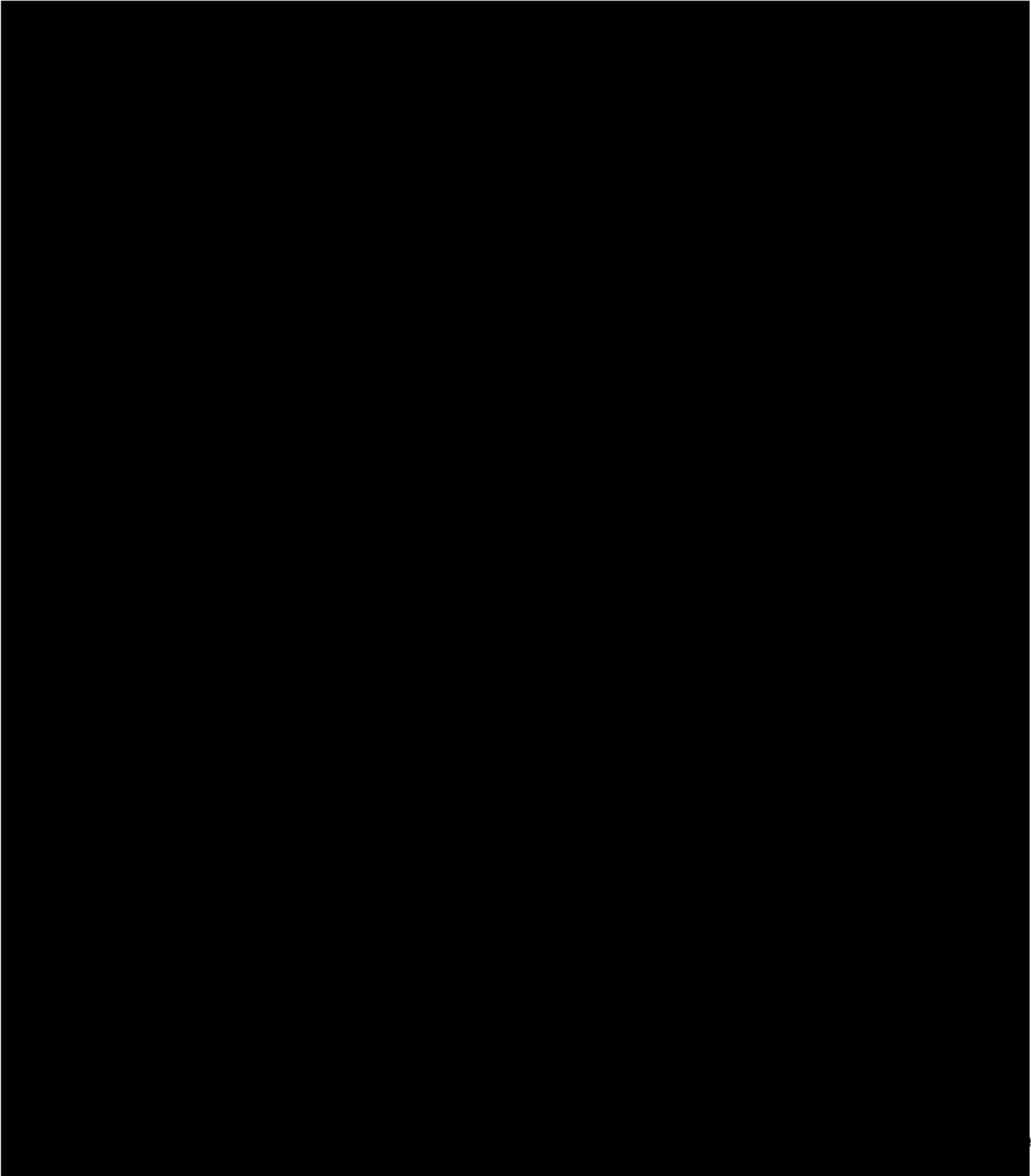
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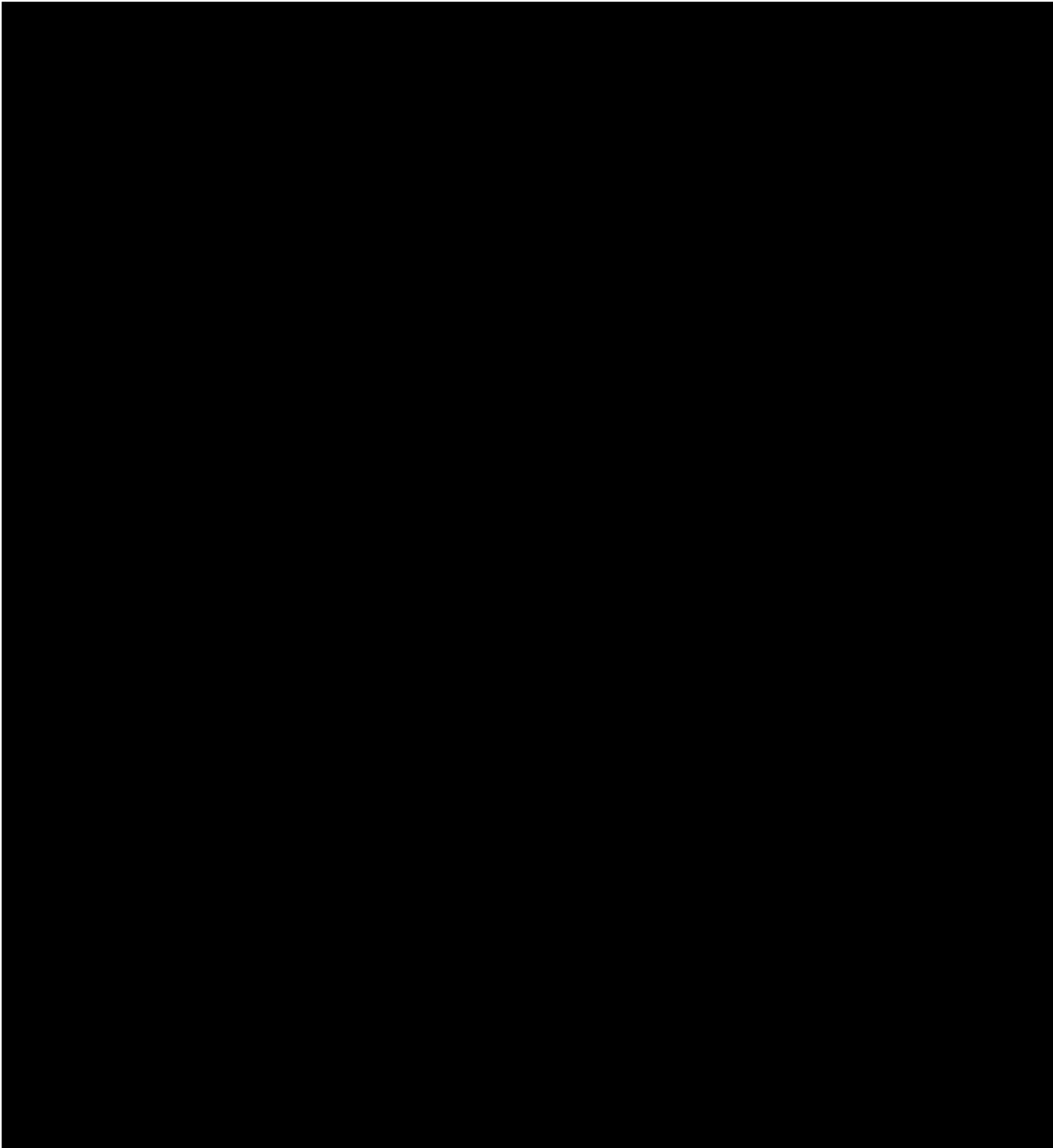




WILLIAM P. MURPHY, SE, RA
Principal Engineer

KNIGHT

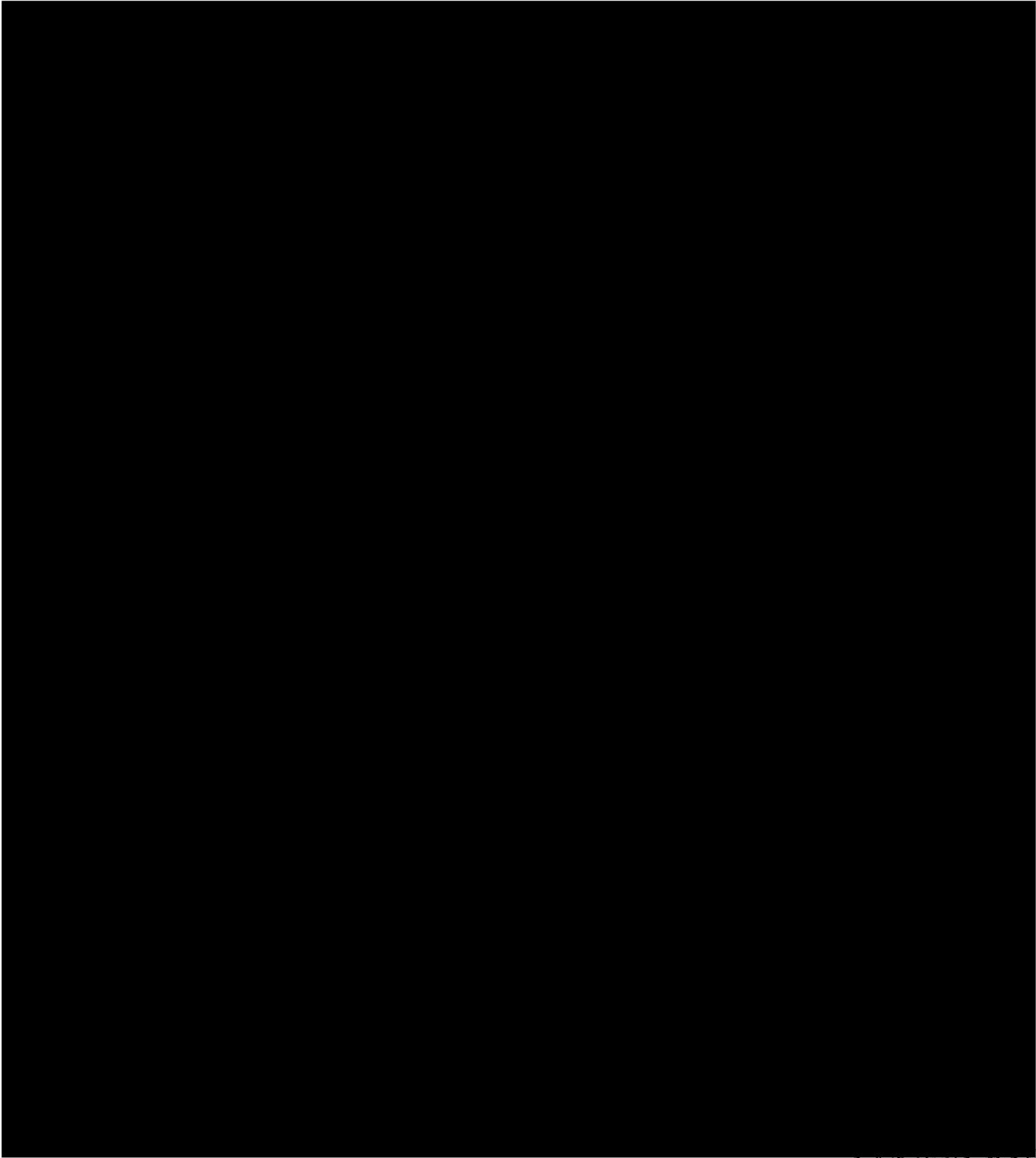


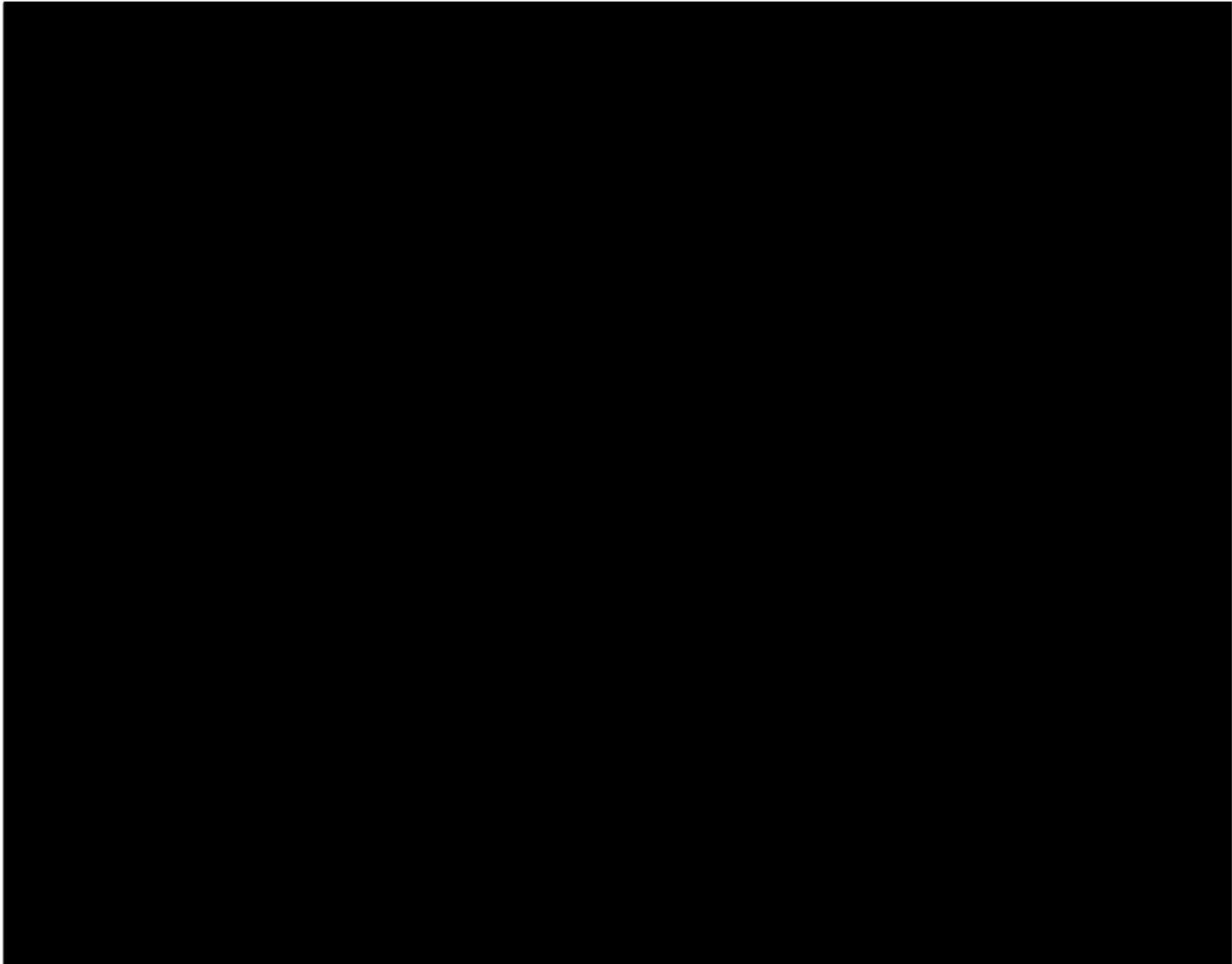


Years with Knight: 15
Years of Experience: 34

EUGENE JOYNT, PE
Vice President of Construction Services

KNIGHT





Knight EIA, Inc.

Exhibit F

Scope of Work

**Elgin O'Hare Western Access (EOWA), IL 19 (West Irving Park Road)
Interchange**

Contract No. I-13-4623

Illinois State Toll Highway Authority (Tollway)

EXHIBIT "F"

PAGE 93 OF 183

I. PROJECT DESCRIPTION

This project is to provide design section engineering (DSE) services for preparation of contract plans and specifications and project related permits for the proposed construction of the IL 19 (West Irving Park Road) Interchange with the proposed Western Access toll road, located in Dupage County, Illinois. This project includes those elements exhibited in Contract E05 (Irving Park Park Interchange), as specified in the EOWA, Project D1 (Elgin O'Hare (EO_ – IL 83 to Western Access; Western Access – North of EO to Tri-State Tollway (I-294)) Contract Packaging plan. Design scope includes the Western Access mainline from south of the Western Access/Elgin O'Hare Expressway system interchange to a location south of IL 19. Additionally, the DSE will be responsible for ramp elements and arterial improvements associated with the interchange. The DSE may prepare contract documents for one or more construction packages. The following contracts are anticipated to be included:

- a. Contract E05 - (Western Access at Irving Park Road Interchange)
- b. Contract TBD - (Intelligent Transportation Systems)

A contingency has been added to the contract in order to allow for potential Design Section Engineering Services for contracts that may be advanced but for which scope of work and contract limits have yet to be defined. The contracts included are as follows:

- a. Contract TBD – Contract Packaging – EOWA ITS – IL 83 to IL 19 (design of ITS not included)
- b. Contract TBD – Advance Bridge and Grading Contract – (Western Access at Irving Park Interchange)
- c. Contract TBD – Advance Roadway Widening Contract

II. ITEMS OF WORK TO BE INCLUDED IN CONTRACT I-13-4623

The Design Section Engineer's (DSE) services under Contract I-13-4623 shall consist of the preparation of contract plans and specifications for the above described project as per the requirements of the Tollway's Design Section Engineer's Manual, dated March 2013, as amended by the Tollway, and herein specified. The design criteria and policies, Standard Specifications, materials and construction requirements of the Illinois State Toll Highway Authority shall apply to all portions of the improvement under Tollway jurisdiction. The design criteria and policies, materials and construction requirements of the Illinois Department of Transportation or other applicable local agency criteria shall apply outside the Tollway jurisdiction area.

The Illinois Department of Transportation (IDOT) has advanced the EOWA project through the planning stage. The planning stage of the project was completed under a separate contract in two parts, or "tiers." Tier One was completed in June 2010 with the signing of the Record of Decision (ROD). The Tier One planning process, which included the preparation of a Tier One Environmental Impact Statement (EIS), defined an overall preferred multi-modal transportation plan for the study area, essentially identifying the

type and location of the proposed improvements, at a conceptual level of detail. During Tier Two, IDOT and the Tollway conducted more detailed environmental and engineering studies. The Tier Two EIS identifies environmental impacts and proposed mitigation based on the refined preliminary design features. The Tier Two Draft EIS was completed in the spring of 2012, followed by the Tier Two Final EIS in December 2012, and design approval via the associated Combined Design Report in February 2013. In addition to the IDOT led Phase I studies, Tollway Contract I-11-4014 provides Design Corridor Management (DCM) services for the EOWA project, including supporting concept design studies. The following deliverables will be provided to the Contract I-13-4623 DSE via the separate IDOT studies and/or the DCM contract:

1. Tier One Environmental Impact Statement.
2. Tier Two Environmental Impact Statement.
3. Combined Design Report.
4. Technical Memoranda and Studies including Interchange Type Studies and FAA 7460 review materials.
5. Existing and Proposed Drainage Plans.
6. Hydraulic Reports for all waterway crossings within the project limits.
7. Master Plan Report and Plans.
8. Concept Design Report and Plans.
9. Structure sketches for proposed new bridges and retaining walls within the project limits (see Table A).
10. The DCM will provide preliminary right of way requirements and associated cost analyses for the project.

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

A. MASTER PLAN AND CONCEPT DESIGN REQUIREMENTS

The DSE will be responsible for reviewing the Phase I Engineering documents completed to date as referenced above. The DSE will submit a technical memorandum detailing the DSE review of the aforementioned documents. The DSE review shall include, but not necessarily be limited to the following:

1. Project scope.
2. Project budget.
3. Project schedule. The DSE shall confirm or provide a recommendation as to the construction schedule for proposed construction contract packages within the contract limits.
4. ITS Scope.
5. Project concept review including geometrics, right-of-way requirements, materials, maintenance of traffic, drainage, number of construction contracts, design criteria, cost benefit analysis, alternatives analysis and all other appurtenant and miscellaneous items.
6. Design Criteria Review.
7. Design Deviations prepared to date.
8. Evaluation of Roadside obstacles in accordance with the Tollway's Traffic Barrier Guidelines, latest edition. The DSE will meet with the Tollway and DCM to confirm expected level of analysis.

9. Review of Utility coordination and utilities studies performed to date, perform a field review and submit Notice of Interference forms. The DSE is responsible for Utility Coordination in accordance with the DSE Manual.
10. Review of Phase I environmental documents (including Tier Two EIS) to confirm potential issues related to biological, cultural, noise, air, hazardous/special waste, pedestrian/bike accommodations, land use, zoning, etc.
11. Review Coordination with IDOT, regulatory and local agencies performed to date and confirm commitments and future required action including identification of agreements and municipal/county design issues.
12. Review of available survey information furnished by the DCM and confirmation of completeness or need for additional information. DSE responsibilities with regard to Field Survey services outlined in Section III.

B. PRELIMINARY AND FINAL DESIGN ENGINEERING

The scope of work includes providing DSE Services for preliminary and final design engineering plans and preparation of project related permits for the IL 19 (West Irving Park Road) Interchange in accordance with the Tollway's Design Section Engineer's Manual, dated March 2013, as amended by the Tollway, and as otherwise noted below, to include, but not be limited to, the following:

1. ROADWAY REQUIREMENTS

- a. Utilize existing survey mapping, for developing exhibits, right-of-way analysis, etc.
- b. Identify utility impacts on construction, right-of-way, costs, and project schedule.
- c. Conduct supplementary survey and right-of-way studies as required.
- d. Develop maintenance of traffic and construction staging alternates and corresponding progress schedules.

2. DESIGN AND PLAN PREPARATION – DETAILED REQUIREMENTS

- a. During this phase, the DSE shall perform designs and prepare contract plans and documents for implementation of project improvements to include, but not be limited to, the following:
 - i. Mainline roadway, ramp and cross road construction
 - ii. Bridge and retaining wall construction.
 - iii. New drainage structures and modification of existing drainage system including detention facilities as defined in the Master Plan/Concept Report and the Drainage Studies for the project.
 - iv. Provide erosion control for all construction zones.
 - v. Provide design of appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Tollway's Environmental Studies

- manual and as defined in the Master Plan/Concept Design report.
- vi. Provide pavement markings, delineators and signage for the contract limits as defined in the Master Plan/Concept Design report.
 - vii. Provide barrier warrant analysis for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria.
 - viii. Provide roadway lighting in accordance the scope of work defined in the Master Plan/Concept Design report.
 - ix. Provide maintenance of traffic plans including those for impacts to local facilities.
 - x. Provide retaining walls as preliminarily defined in the Master Plan/Concept Design report.
 - xi. Perform detailed design for all overhead, cantilever, and ground mounted sign structures within the contract limits and as defined in the Master Plan/Concept Design report.
 - xii. Geotechnical Investigations
 - xiii. Provide All Electronic Tolling (AET) and Intelligent Transportation Systems (ITS) as defined in the Concept Design Report. DCM will coordinate system-wide design implementation. DSE will provide site specific design services as specified in the DSE Manual, amended by the *Project-wide All Electronic Tolling and Intelligent Transportation Systems Design Criteria* document, dated July 2013.
 - xiv. Coordination with the Illinois Tollway and DCM with regard to environmental issues including, but not limited to ACOE, IEPA, NPDES, IDNR-OWR. The following tasks have been or will be completed and will be provided to the DSE: Biological Resource Review, Wetland Delineation, Cultural Resource investigation, Stream/Water Quality Investigation, tree transect survey, Special Waste Assessment, and Noise Analysis. The DSE will be responsible for the preparation of detailed tree classification surveys. The DCM will prepare a comprehensive inventory of required permits for the overall EOWA project, secure select permits and approvals (including FAA approval and corridor-wide 404/401 permits), and support coordination of other required permits to be secured by the DSE. See Table B for information regarding permitting responsibilities. Required permit submittals for the project include, but are not limited to: approval from Federal Aviation Administration; permits from the U.S. Army Corps of Engineers, Illinois Environmental Protection Agency, Illinois Department of Natural Resources, U.S. Fish and Wildlife, Metropolitan Water Reclamation District, IDOT, Local Agencies, Local

Soil and Water Conservation Districts, Local Forest Preserve Districts, Railroads, etc. The DSE will review and confirm the overall permits inventory as identified by the DCM. The DSE will support the DCM in securing other required construction permits in conformance with the established schedule, including preparation of permits not being prepared by the DCM. The DSE will be required to furnish plans, calculations, etc. as required for permit submittals. The DSE shall coordinate permit requirements with the DCM throughout the design phase. The DSE shall be responsible for ensuring that permit submittals and approvals are consistent with contract schedules.

- xv. Protection and / or relocation of utilities.
- xvi. All other appurtenant and miscellaneous items.

C. STRUCTURE CONSTRUCTION AND MODIFICATION

1. Condition reports and detailed inspections of the Bensenville Ditch culvert within the project limits have not been prepared. The DSE will perform a review of the condition of the existing bridge to confirm whether structural improvements are necessary in conjunction with the proposed culvert extension.
2. The DSE will prepare Type, Size and Location plans for proposed bridges (see Table A), retaining walls and culverts as required within the project limits.
 - a. The DSE shall investigate the use of shallow depth precast beams where possible/practical. The Illinois Tollway has developed base sheets for 45-inch and 54-inch modified bulb-T girders similar to those used in Wisconsin. These girders have the potential to replace some steel spans and may be more efficient than traditional IDOT precast beam sections.

D. ENVIRONMENTAL STUDIES AND REPORTS

1. Determine and evaluate potential environmental impacts. Precautions should be taken to limit wetland impacts to those presented in the Section 404 permit application resulting from Phase 1 studies. The DSE shall coordinate immediately with the DCM if design changes result in an increase in impacts as coordination with regulatory resource agencies would be required.
2. Completion of a two- part Environmental Studies Inventory Sheet (ESIS). Part I shall be submitted no more than four weeks following notice to proceed. Part II shall be submitted with preliminary plans.
3. Evaluate and develop erosion control plans/measures if necessary.
4. Preparation of plans as required for ACOE review of resource impacts and shall include appropriate details including grading plans, soil erosion and sediment control plans, Best Management Practices plans, existing and proposed drainage plans and wetland/waters mitigation plans.

E. DRAINAGE

1. The existing drainage included in the Concept Plan will be reviewed by the DSE to determine level of completeness and to identify potential additional drainage survey requirements.
2. Drainage calculations including culvert and storm sewer sizing will be provided by the DSE.
3. Analysis of alternatives for the proposed drainage system will be required by the DSE. Anticipated alternative includes the staging of the proposed drainage improvements, detention alternatives, and best management practices.
4. The concept proposed drainage plan and profile sheets will be completed by the DSE to display the proposed drainage design. The proposed right-of-way and easement requirements will be evaluated to accommodate the proposed drainage design.

F. MAINTENANCE OF TRAFFIC

The DSE shall prepare Maintenance of Traffic deliverables in accordance with Tollway's Design Section Engineer's Manual, dated March 2013, as amended by the Tollway. Include protection and maintenance of Tollway and crossroad traffic, and maintenance of toll operations during construction. The DCM shall coordinate traffic staging and maintenance of traffic for the corridor with the individual DSEs for the project. The coordination shall include ensuring that regional impacts are minimized and to ensure that traffic is maintained during construction. Contract completion dates shall be coordinated between design contracts.

G. UTILITIES

1. The DSE shall coordinate with utility companies and with the DCM throughout the design phase. The DSE shall be responsible for ensuring that utility relocation activities are consistent with contract schedules.
2. The DSE will be required to provide a copy of the agency utility contact log on a monthly basis.
3. Verify location of existing communications cables and utilities with respect to the proposed improvements.
4. All utilities coordination shall be performed in accordance with the DSE Manual, specifically with requirements of Subsection 4.5.15 and Section 6.

H. GEOTECHNICAL

1. For the bridges, retaining walls, lighting foundations, and traffic signal foundations the DSE will select proposed boring locations for approval by

the Illinois Tollway. The DSE will be responsible for obtaining right of entry and permits to perform any subsurface exploration. Laboratory testing of selected soil samples will be performed by DSE.

2. The DSE will provide subsurface exploration, utility checks, laboratory testing, and a Soil survey Report. Pavement corings will be taken at locations selected by DSE to gather information for pavement design. IDOT will provide the pavement design to the DSE.
3. The DSE will prepare Structural Geotechnical Reports (SGR) that summarizes the exploration and studies described above. The SGR will follow the Tollway SGR procedure. The SGR contains geotechnical recommendations related to bridge foundations, retaining wall foundations, slope walls, side slopes, pavement, lighting foundations, and traffic signal foundations.

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

A. EXECUTION OF ENGINEERING SERVICES

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

B. FIELD SURVEY

1. The DCM will provide available survey information to the DSE. The DCM will establish a centerline and benchmarks for subsequent use by DSE. The DSE will review the survey information and coordinate discrepancies with the DCM. Additional benchmarks will be provided by the DSE as necessary.
 - a. O'Hare International Airport is in the midst of a major reconfiguration of its airfield. Topography, Ground Terrain, and Planimetric features represented in the Concept Design project base mapping are not current and will need to be verified by the DSE prior to commencing final design. Updated O'Hare survey information was gathered by Aerometric, Inc. in October 2013 and mapping is currently in production for use in final design. The DSE should obtain this survey information from the EOWA DCM and supplement this information with field data as required.

- b. The Illinois Department of Transportation (IDOT) is advancing construction on the York Road/West Irving Park Road intersection improvement project (IDOT CREATE Project GS-16), including intersection capacity improvements and the grade separation of the CPR mainline over IL 19 (West Irving Park Road). This project began in spring 2013 and is anticipated to be completed in fall 2015. The EOWA project has exhibited design ties to this ongoing project in the Concept Design Plans, which will need to be verified through post-construction survey by the DSE. Any changes in as-built conditions from the current design layout may result in changes to the EOWA proposed condition, as exhibited in the Concept Plans. The DSE will be responsible for these updates, if found to be required.
2. The DSE shall perform all additional survey work necessary for the design of the project in accordance with the appropriate sections of the DSE Manual, or as required for compliance with governing design criteria to provide a complete and acceptable design.
 3. Maximum use should be made of the Tollway's and other agencies' record drawings and design plans; however, it is the Design Section Engineer's responsibility to verify all topography in the field.
 4. The DSE shall obtain adequate survey information for determining barrier warrant analysis, etc. including approach shoulder drainage and appurtenances.
 5. The DSE will provide Subsurface Utility Engineering (SUE) services, Level B, in order to confirm the existing utility network and potential conflicts. The DSE shall perform limited Level A SUE surveys as necessary on critical utilities. In addition, the location/type of above ground utilities shall be surveyed by the DSE.
 5. The DSE shall utilize record drawings and verify features in the field. Utilize stationing on drawings only as a reference for the location of the structures. It is not the intent for the DSE to re-establish stationing in the field.
 6. All coordination with Agencies, including but not limited to the Corps of Engineers, the Illinois Department of Natural Resources, the Illinois Environmental Protection Agency, the Office of Water Resources, and the Illinois Department of Transportation shall be conducted through Illinois Tollway and DCM. The DSE will be expected to assemble information and documents necessary for Illinois Tollway to perform such coordination.
 7. All coordination with railroads shall be conducted through the DCM, and per the DSE Manual.

IV. REQUIRED SUBMITTALS TO THE ILLINOIS TOLLWAY

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

A. MASTER PLAN SUBMITTAL REQUIREMENTS

B. CONCEPT SUBMITTAL REQUIREMENTS:

Master Plan and Concept Design has been performed by IDOT and by Tollway Contract I-11-4014. During this phase, the DSE will be responsible for preparing and submitting a Technical Memorandum which includes the following:

1. The DSE shall confirm and concur with the following or provide a recommendations for proceeding during preliminary and final design:
 - a. Scope of Work.
 - b. Construction Contract Schedules.
 - c. Right of Way Requirements.
 - d. Construction Contract Packaging.
 - e. Phase I Environmental Commitments.
2. Operating budget impact analysis (impact to Tollway Maintenance, Tollway Traffic Operations, Tollway Business Systems).
3. Identification of signing requirements and coordination of needs with Tollway Sign Shop through the Design Corridor Manager (DCM).

In addition to reviewing the Phase I documents prepared to date, the DSE will be responsible for preparing Concept (30%) phase deliverables in accordance with the Tollway's Design Section Engineer's Manual, dated March 2013, as amended by the Tollway, and herein specified, consisting of the following:

1. Pavement condition survey of existing roadways within the limits of the proposed improvements.
2. Prepare a Maintenance of Traffic Concept Plan for each construction contract proposed. The plan shall be submitted to agencies having jurisdiction over proposed roadways included in the plan for review prior to advancement of subsequent phases of design. The plan shall also be coordinated with adjacent design sections.
3. Update and submit right of way requirements for each construction contract. The right of way requirements shall be submitted on plan drawings and shall include all permanent right of way and permanent and temporary easements required for construction of the proposed improvements for contracts that the DSE is responsible.
4. A construction contract packaging schematic and concept level design and construction schedule for contracts for which the DSE is responsible.
5. Coordination of any additional right of way requirements through the DCM. The DSE shall be responsible for ensuring that right of way acquisition activities are consistent with contract schedules.
6. Field Review and statement of existing pavement and roadside conditions including drainage facilities. Color photos of typical and special conditions are required.
7. Identify any additional required design deviations. When a design deviation is sought, the DSE will start a Request For Design Deviation to Criteria (F4000.05). If agreed upon the form will be completely filled out and signed by all parties listed for signature.
8. The DSE shall review utility coordination performed to date, verify potential conflicts for the project through concept design and complete Notification of Interference forms for all anticipated utility interferences.

9. The DCM will prepare a comprehensive inventory of agreements for the overall project including railroad agreements. The DCM will be responsible for securing railroad agreements with technical support from the DSE. The DSE will review and confirm the overall agreements inventory as identified by the DCM and support the DCM in securing other required agreements in conformance with the established schedule, including preparation of agreements not being prepared by the DCM (see Table B).
10. Right of Way requirements, permitting requirements, potential utility conflicts and required railroad and intergovernmental agreements shall be identified.
11. The DSE will prepare Type, Size and Location Drawings for bridges, retaining walls and culverts proposed. An updated proposed profile will be prepared by the DSE reflecting proposed refinements resulting from structural recommendations (TS&Ls) and through coordination with the adjacent DSEs are necessary.
12. Concept Cost Estimate Review. The DSE shall review the cost estimate prepared by the DCM and shall update the cost estimate or provide a statement concurring with the estimated cost.
13. Concept Plan Legacy Comment Review. The DSE shall review unresolved comments received pertaining to the Concept Design Plans from involved agencies. Comments applicable to Contract I-13-4623 shall be compiled and presented in the technical memorandum.

C. FINAL DESIGN SERVICES AND SUBMITTALS REQUIRED:

1. Preparation of preliminary, pre-final and final contract documents, special provisions, design and quantity calculations and construction schedule to be reviewed by the Tollway. Plans should be prepared as specified in accordance with Tollway's Design Section Engineer's Manual, dated March 2013, as amended by the Tollway. In addition to the Illinois Tollway, plans and contract documents will be submitted for review to involved federal, state and local agencies including, but may not limited to IDOT, Federal Aviation Administration (FAA), Chicago Department of Aviation (CDA), City of Chicago, Village of Bensenville, Canadian Pacific Railway, Union Pacific Railway, RTA and Metra Rail.
2. The DSE shall coordinate and incorporate all requirements of other design contracts impacting this project, if any. The DSE shall meet with other DSEs and the DCM as often as required to ensure the final contract documents of all contracts relating to the limits are coordinated. The DSE shall be responsible for coordinating with the DCM to ensure that design submittals are consistent with other corridor submittals.
3. The DSE shall be responsible for coordinating designs with the DCM and Tollway User Departments, including but not limited to, Toll Services, Traffic Operations, Maintenance and Business Systems.
4. Maintenance of traffic and construction staging.
5. The DSE will be responsible for preparing and coordinating construction cost estimates with the DCM and Tollway in accordance with the DSE

Manual. The DSE is responsible for tracking the scope and cost estimate for construction contracts and coordinating changes with the DCM and Tollway throughout the design phase. Final construction cost estimates will be developed by the DSE.

6. The DSE shall coordinate with federal, state and local agencies in order to ensure compliance with specified agency requirements and compatibility with adjacent project improvements. Coordination shall occur during the preparation of preliminary, pre-final and final plans as well as required following plan submittals and receipt of agency comments. Anticipated agency involvement includes, but may not be limited to, IDOT, Federal Aviation Administration (FAA), Chicago Department of Aviation (CDA), City of Chicago, Village of Bensenville, Canadian Pacific Railway, Union Pacific Railway, RTA and Metra Rail.
7. Preparation of plats of acquisition and legal descriptions.
8. All other submittals as required in the DSE Manual.
9. The DSE shall utilize established tollway stationing. Stationing of existing appurtenances shall be approximated from existing stationing and digital ortho imagery information.
10. Coordinate with the Tollway Project Manager and DCM on sending individual letters to state, municipal, township, county and railroad officials with jurisdictional boundaries adjacent to the study area. Allow interested officials to review concepts under Tollway consideration and comment on community issues of concern or support.
11. Coordinate with the Tollway Project Manager, and the Tollway's Planning Division, and the DCM on meeting with individual property owners, neighborhood groups and their local officials as required to address their questions or concerns regarding indirect project impacts.
12. Provide required information to support the Illinois Tollway's coordination activities with the EOWA Local Advisory Committee.
13. Submit DSE Quality Management Plan within 14 days of Notice to Proceed.
14. The DSE is responsible for submittal of documents required during contract advertisement and as required for contract addenda in accordance with the DSE Manual. The DSE shall coordinate with the DCM and Tollway as necessary.

V. ITEMS TO BE FURNISHED TO THE DESIGN SECTION ENGINEER

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

1. Items identified in Section II.
2. It shall be the responsibility of the DSE to select the applicable reduced record drawings from the Tollway's website at www.illinoisvirtualtollway.com.
3. Available structural inspection reports from current jurisdictional agencies of existing bridges within the project limits.
4. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.

5. Copies of Illinois Tollway Standard Specifications, Standard Drawings, and Design Manual can be obtained from the Tollway's website at www.illinoistollway.com.
6. Copy of Illinois Tollway Railroad agreements (as required)
7. Copy of Bridge Condition Reports (as required)
8. Maintenance Section Reports (as required).
9. All other reports and engineering submittals performed to date (as required).

PROJECT SCHEDULE

**Contract No. I-13-4623
Elgin O'Hare Western Access, IL 19 (West Irving Park Road) Interchange**

SCHEDULE

1.	Scoping Meeting	1/9/2014
2.	Design Scope Submittal	1/31/14
3.	Design Scope Approval	March 2014
4.	Notice to Proceed	June 2014
5.	Project Kick-Off Meeting	June 2014
6.	Concept Submittal	TBD
7.	Preliminary Submittal	TBD
8.	Pre-final Submittal	TBD
9.	Final Submittal	TBD
10.	Advertise	January 2015 ^a
11.	Bid Opening	TBD
12.	Board Award	TBD
13.	Construction Start Date	May 2015 ^a

^a Listed dates are subject to change and correspond to the advertisement date and construction start dates for the earliest advance roadway contract.

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

**Contract No. I-13-4623
Construction, Elgin O'Hare Western Access, IL 19 (West Irving Park Road) Interchange**

Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge	Maintenance**
TBD	NB	TBD	Western Access / IL 19 (West Irving Park Road)	O	PPC/TBD	A
TBD	SB	TBD	Western Access / IL 19 (West Irving Park Road)	O	PPC/TBD	A

- ** 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.
- 1 Bridge type and span arrangements subject to confirmation by the DSE through Type, Size and Location studies.

**TABLE B:
EOWA PERMITTING AND AGREEMENTS RESPONSIBILITY MATRIX**

Element	Responsibility		
	DCM	DSE	Others
Permits			
Overall Permitting	Management of the overall permitting delivery and schedule. The DCM will be the central point of contact with all agency permit coordination.	Identification of permitting requirements for individual construction contracts; permitting support/preparation as defined below. Direct agency coordination will be determined by the DCM.	
404	Permit application; additional information requests; permit terms/conditions; permit acquisition.	Permit compliance within PS&E; detailed plan review; reconciliation of comments in 95% plans.	Construction enforcement by Tollway CM.
401	Permit application; additional information requests; permit terms/conditions; permit acquisition.	Permit compliance within PS&E; detailed plan review; reconciliation of comments in 95% plans.	Construction enforcement by Tollway CM.
Soil Water Conservation Districts (North Cook and Kane/DuPage SWCD's)	Agreement preparation assistance..	Permit compliance; 95% plan review of SESC plan with SWCD's.	Agreement preparation; enforcement/weekly inspections by SWCDs in coordination with Tollway CM.
Floodway Construction Permits	Preliminary stream hydrology/model data.	Validation/verification of stream hydrology for inclusion; permit application; additional information requests; permit terms and conditions; permit acquisition.	Construction enforcement by Tollway CM.
FAA 7460 Review's	Preparation/processing of 7460 review packages for construction impacting O'Hare/Schaumburg airspace; assist with identification of critical locations.	Preparation of plan sheets identifying critical locations affecting airspace; identification of construction means/methods, equipment usage, and construction duration in critical areas.	Construction enforcement by Tollway CM.
DuPage County Stormwater Management Plan Review	Design coordination and oversight.	Design coordination.	
Federal, State and Local Agency Construction Permits	Design coordination and oversight.	Permit application for each construction contract; additional information requests; permit terms and conditions; permit acquisition.	
MWRD - plan review and approval	Early coordination and development of conceptual engineering for affected facilities. Oversight of permit acquisition from the MWRD. Engineering details associated with the permit for the Touhy Basin will be the responsibility of the DSE.	Finalize engineering approach and details pertaining to impacts of MWRD facilities at the Touhy Flood Control Reservoirs. Prepare permit application content.	

Element	Responsibility		
	DCM	DSE	Others
Permits			
Wetland Mitigation Permit (Off-Site Mitigation Site) – IDNR Interagency Policy Act/404 permit (USACE)	Coordination, pre-application meeting, Permit application; develop engineering content; additional information requests; permit terms/conditions; permit acquisition.		
402 Permit (NPDES Construction Permits)	Oversight of Design and preparation of SWPPP (S.P. 111.2) and review and coordination of Notice of Intent (NOI) submittals to the Tollway.	Preparation of SWPPP (S.P. 111.2) and NOI.	Preparation of Incidence of Noncompliance (ION) and Notice of Termination (NOT) by CM
IEPA Air Quality Permits (Mix Plants and Fuel Storage)	Permit application; additional information requests; permit terms and conditions; permit acquisition.		
IEPA Watermain Relocation Construction Permit	Design coordination and oversight.	Permit application; additional information requests; permit terms/conditions; permit acquisition.	
IEPA Notification of Special Waste	Phase 1 (PESA) and Phase 2 (ESA) investigations.	Inclusion of known information related to the nature/extent of special waste to be managed during construction in PS&E.	Discovery/removal of UST's will require IEPA notification; preparation of notifications and manifests of material disposal by Tollway contractor.
IEPA Notification of Asbestos/Lead Paint	Design coordination and oversight.	For building demolition contracts, investigation of asbestos and lead paint; preparation of IEPA notification.	
ICC	Permit application; additional information requests; permit terms/conditions; permit acquisition.	Supporting engineering detail for permit application.	
Agreements			
Railroad Agreements	Preparation/negotiation/securing umbrella agreements; support during negotiation of sub-agreements.	Engineering detail required to support sub-agreements; preparation of draft sub-agreements; assistance with sub-agreement reviews.	Right of Entry Permits by Contractor; Railroad Flagging Costs by Contractor. Tollway CM to provide oversight and tracking.
Other Agreements (Utilities, Federal, State, Municipalities, Counties)	Management of the overall agreements schedule; utility reimbursements for ICP Project A only via DCM contract	Design support; utility reimbursements.	Preparation/negotiation/securing agreements.

Attachment A

Web-based Project Management System

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

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

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

All consultant, subconsultant and supplier employees who will use the web-based system must complete the training provided by the Tollway prior to receiving access to the system. A valid 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 Scanners⁶	
Medium Format Scanner ¹	Canon DR-5020 Document Scanner or equivalent
Medium Format Scanner ¹	Canon DR-5080C Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D IPC Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D VRS Document Scanner or equivalent
Medium Format Scanner ¹	Epson GT-30000 Document Scanner or equivalent
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 G

CONTRACT I-13-4623

Knight E/A, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-11-4026	CCM New Interchange at Mile Post 7.6, Tristate Tollway (I-294) and Interstate 57 (I-57)	\$16,848,331.21	\$7,754,356	06/15
Sub to CH2MHill				
I-11-4014	Elgin O'Hare Western Bypass Tollway, Design Corridor Manager	\$7,077,080.40	\$3,186,151.22	06/17
I-13-4098	CM Jane Addams Memorial Tollway (I-90) from West of Higgins Road (M.P. 60.8) to Illinois Route 53 (M.P. 68.2)	\$3,081,270.89	\$3,081,270.89	04/15

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>American Surveying & Engineering, P.C.</u></p> <p>Direct Labor \$ 141,917.05</p> <p>Direct Costs \$ 2,959.40</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 144,876.45</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>GSG Consultants, Inc.</u></p> <p>Direct Labor \$ 482,569.30</p> <p>Direct Costs \$ 368,799.08</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 851,368.38</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>Singh & Associates, Inc.</u></p> <p>Direct Labor \$ 148,321.94</p> <p>Direct Costs \$ 2,171.82</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 150,493.76</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>
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** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 1,146,738.59

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 1,146,738.59

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 20.75%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 23.92%

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)

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** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: AMERICAN SURVEYING & ENGINEERING, P.C.

Contract Number: I-13-4623

Proposal Date: 3/10/2014

Exhibit Pointers Editable cells in each exhibit are underlined in red
Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes
A full set of instructions to complete the exhibits is available on the Tollway's website

EXHIBIT "1"
PAGE 116 OF 183

Contract Number: I-13-4623 Consultant: AMERICAN SURVEYING & ENGINEERING, P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Administration	1	2	2	2	2	3	3							15
Data Compilation														
Horizontal Control				15										15
Vertical Control						60	62							122
SUR - Topo														
Centerline														
Section Corners							6							6
SUE Level B														
Design-Upon-Request	46	46	46	46	46	74	75							379
QA/QC	1					2	3							6
TOTALS	48	48	48	63	48	139	149							543

Contract No.: I-13-4623

Consultant: AMERICAN SURVEYING & ENGINEERING, P.C.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

$$\frac{1,291.00}{\text{(Total Work Hours from Exhibit C-2)}} \times \$ \frac{39.26}{\text{(Average Hourly Rate from Exhibit C-2)}} = \text{TOTAL DIRECT SALARY } \$ \underline{50,684.66}$$

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 \$ 141,917.05

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ \$2,959.40

C. SERVICES BY OTHERS

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

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

TOTAL SERVICES BY OTHERS \$ -

D. ADDITIONAL SERVICES (Prime Consultant)

\$ -
(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

\$ -
(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES \$ -
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 144,876.45

Contract No.: I-13-4623 Consultant: AMERICAN SURVEYING & ENGINEERING, P.C.

Date: 3/10/2014

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 14 No. OF MONTHS

SCHEDULED START DATE: 6/1/2014

RAISE DATE: 1/1/2015

PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

6/1/2014	-	12/31/2014	7.0	14.0	50.00%	Factor First Period
1/1/2015	-	7/31/2015	7.0	14.0	51.50%	Escalation Factor Second Period
	-		14.0	14.0		Escalation Factor Third Period
	-		14.0	14.0		Escalation Factor Fourth Period
	-		14.0	14.0		Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

	-		14.0	14.0		Escalation Factor Sixth Period
	-		14.0	14.0		Escalation Factor Seventh Period
	-		14.0	14.0		Escalation Factor Eighth Period
	-		14.0	14.0		Escalation Factor Ninth Period
	-		14.0	14.0		Escalation Factor Tenth Period

The escalation factor for this project is: 101.50%

Contract No.: I-13-4623

Consultant: AMERICAN SURVEYING & ENGINEERING, P.C.

Date: 1/16/2014

Escalation Factor: 101.50%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST OVERTIME PREMIUM	
Classification Eligible for Premium Overtime?	Classification	Current MINIMUM Hourly Rate for Classification	Current MAXIMUM Hourly Rate for Classification (See Note A to Right)	Average Hourly Rate for Classification (See Note B to Right)	Escalated Average Hourly Rate for Classification (See Note C to Right)	Escalated Work Hours (Including Overtime)	Total Estimated Work Hours		Average Premium O/T Hourly Rate		
							Total Estimated Work Hours	Average Premium O/T Hourly Rate	Total Overtime Premium	Average Premium O/T Hourly Rate	
No	PRINCIPAL IN CHARGE	\$70.00	\$70.00	\$70.00	\$70.00	34.00	1,291.00	60.00		\$14.99	\$899.40
No	PROJECT MANAGER	\$54.20	\$70.00	\$62.10	\$63.03	67.00					
No	PROJECT SURVEYOR/ENGINEER IV	\$52.00	\$62.00	\$57.00	\$57.86						
No	PROJECT SURVEYOR/ENGINEER III	\$39.48	\$50.51	\$45.00	\$45.67	107.00					
No	PROJECT SURVEYOR/ENGINEER II	\$35.10	\$46.95	\$41.03	\$41.64	600.00					
No	PROJECT SURVEYOR/ENGINEER I	\$26.14	\$37.00	\$31.57	\$32.04						
Yes	CADD TECHNICIAN	\$22.06	\$37.45	\$29.76	\$30.20	275.00			15.10		20.00
Yes	ENGINEERING/SURVEY TECH III	\$26.40	\$41.60	\$34.00	\$34.51	94.00			17.26		20.00
Yes	ENGINEERING/SURVEY TECH II	\$14.75	\$35.00	\$24.88	\$25.25	92.00			12.63		20.00
Yes	ENGINEERING/SURVEY TECH I	\$10.85	\$24.05	\$17.45	\$17.71						
No	RIGHT OF WAY SPECIALIST IV	\$37.50	\$52.50	\$45.00	\$45.68						
Yes	RIGHT OF WAY SPECIALIST III	\$26.93	\$38.00	\$32.47	\$32.95						
Yes	SUBSURFACE UTILITY ENGINEER III	\$22.06	\$31.50	\$26.78	\$27.18						

EXHIBIT "1"

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Contract No.: I-13-4623

Consultant: AMERICAN SURVEYING & ENGINEERING, P.C.

Date: 1/16/2014

Escalation Factor: 101.50%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES								DIRECT COST OVERTIME PREMIUM		
Classification Eligible for Premium Overtime?	Classification	Current MINIMUM Hourly Rate for Classification	Current MAXIMUM Hourly Rate for Classification (See Note A to Right)	Average Hourly Rate for Classification (See Note B to Right)	Escalated Average Hourly Rate for Classification (See Note C to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note D to Right)	Estimated Overtime Hours (Overtime Hours Only)	Total O/T	
									Estimated Hours:	60.00
Total Direct Labor							\$50,684.66	Total Overtime Premium:		\$899.40
Yes	DEPUTY CONTROLLER/ADMIN MGR.	\$15.28	\$21.28	\$18.28	\$18.55					
Yes	ADMINISTRATIVE/CLERICAL III	\$12.22	\$18.00	\$15.11	\$15.34	22.00				
Yes	ADMINISTRATIVE/CLERICAL II	\$10.22	\$14.50	\$12.36	\$12.55					

EXHIBIT "1"
PAGE 122 OF 183

Contract No.: I-13-4623

Consultant: AMERICAN SURVEYING & ENGINEERING, P.C.

Date: 3/10/2014

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)	Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)
PRINCIPAL IN CHARGE	COVENTINE FIDIS	ENGINEERING/SURVEY TECH II	BORIS F. LYALIN
PROJECT MANAGER	COVENTINE FIDIS	ENGINEERING/SURVEY TECH II	DAVID R. SELLE
PROJECT MANAGER	MARK M. WOOD	ENGINEERING/SURVEY TECH II	THOMAS BARTOSIK
PROJECT MANAGER	STEVEN M. RIENKS	ENGINEERING/SURVEY TECH II	STEVEN T. JOHNSON
PROJECT MANAGER	WAYNE L. MORY	ENGINEERING/SURVEY TECH II	LUCAS S. MCDONALD
PROJECT MANAGER	JAY P. HOWELL	ENGINEERING/SURVEY TECH II	TODD E. RHODES
PROJECT SURVEYOR/ENGINEER IV	PAUL F. STANTON	ENGINEERING/SURVEY TECH II	JEFFREY F. MUMMERT
PROJECT SURVEYOR/ENGINEER IV	JOHN A. DYBAS III	ENGINEERING/SURVEY TECH II	BRADLY J. DUFFY
PROJECT SURVEYOR/ENGINEER III	ERIC J. SLADEK	ENGINEERING/SURVEY TECH II	LAWRENCE T. DEMANCHE
PROJECT SURVEYOR/ENGINEER III	CRAIG L. DUY	ENGINEERING/SURVEY TECH I	WILLIAM MCDANIEL
PROJECT SURVEYOR/ENGINEER II	THOMAS SANDERSON	ENGINEERING/SURVEY TECH I	DAVID CISKOWSKI
PROJECT SURVEYOR/ENGINEER II	ROBERT S. SAXER	ENGINEERING/SURVEY TECH I	MARC PERSONETTE
PROJECT SURVEYOR/ENGINEER I	CORT J. DARBY	ENGINEERING/SURVEY TECH I	RYAN A. MUSSER
PROJECT SURVEYOR/ENGINEER I	ROBERT MICHAEL BACHARA	ENGINEERING/SURVEY TECH I	JERRY D. ORSTED
CADD TECHNICIAN	CRAIG A. HILLS	ENGINEERING/SURVEY TECH I	RYAN A. MUSSER
CADD TECHNICIAN	LANCE C. KLEMM	ENGINEERING/SURVEY TECH I	JERRY D. ORSTED
CADD TECHNICIAN	ROBERT M. TRAVER JR.	ENGINEERING/SURVEY TECH I	CURTIS L. HOLMAN
CADD TECHNICIAN	KRISTOPHER M. MCALLISTER	ENGINEERING/SURVEY TECH I	JOSHUA G. KASTNER
CADD TECHNICIAN	BRANNDON D. ELSBREE	ENGINEER/SURVEYING TECH I	MICHAEL WERLE
CADD TECHNICIAN	JESSE J. NOCON	RIGHT OF WAY SPECIALIST IV	THOMAS B. BALSER
ENGINEERING/SURVEY TECH III	WILLIAM BARAN	RIGHT OF WAY SPECIALIST III	RODNEY (BRENT) FETTEROLF
ENGINEERING/SURVEY TECH III	DARYL F. EDWARDS	RIGHT OF WAY SPECIALIST III	ROBERT DEMPSEY, JR.
ENGINEERING/SURVEY TECH III	THOMAS A. HOYLE	SUBSURFACE UTILITY ENGINEER III	CHRISTOPHER FRANKLIN MASON
ENGINEERING/SURVEY TECH II	GUSTAVO ALEX AGUILAR	DEPUTY CONTROLLER/ADMIN MGR.	JULIE HABBEN
ENGINEERING/SURVEY TECH II	MARTIN E. PODREBARAC	ADMINISTRATIVE/CLERICAL III	LINDSEY JO STUTZKE
ENGINEERING/SURVEY TECH II	GARY R. BRANDT	ADMINISTRATIVE/CLERICAL II	ROSEMARY FLOWERS

Contract No.: I-13-4623 Consultant: AMERICAN SURVEYING & ENGINEERING, P.C

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

- B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

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

DIRECT COST CATEGORY

Copies of Recorded Documents (\$100.00)
Level B - SUE (1000' @ \$1.96/foot=\$1,960.00)

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 2,060.00

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

Contract No.: I-13-4623

Consultant: AMERICAN SURVEYING & ENGINEERING, P.C.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Coventine Fidis

Project Manager: Mark M Wood

Project Engineer: Steven M Rienks

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

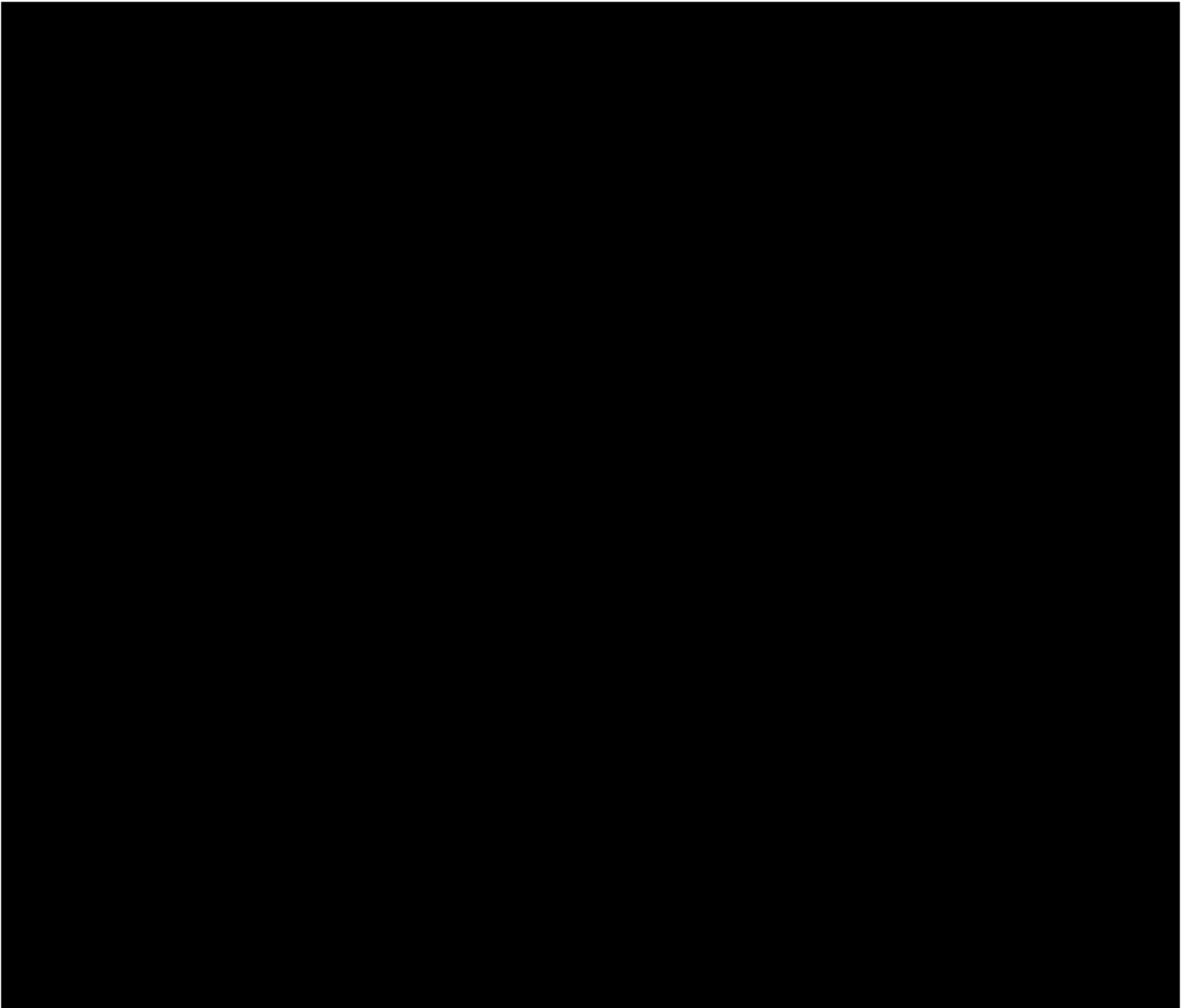
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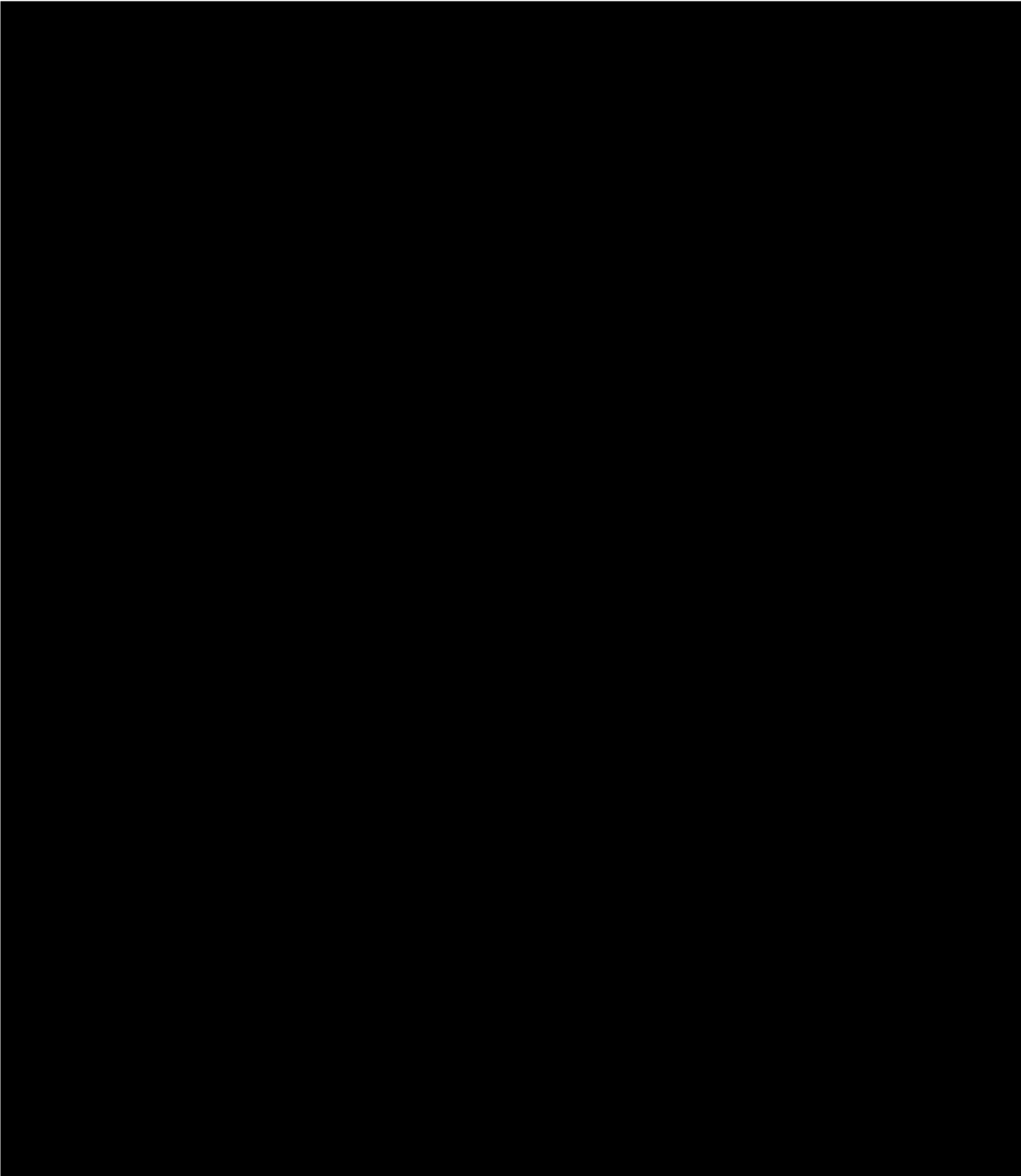


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Coventine Fidis, PLS
President / CEO

PRINCIPAL-IN-CHARGE PROJECT EXPERIENCE

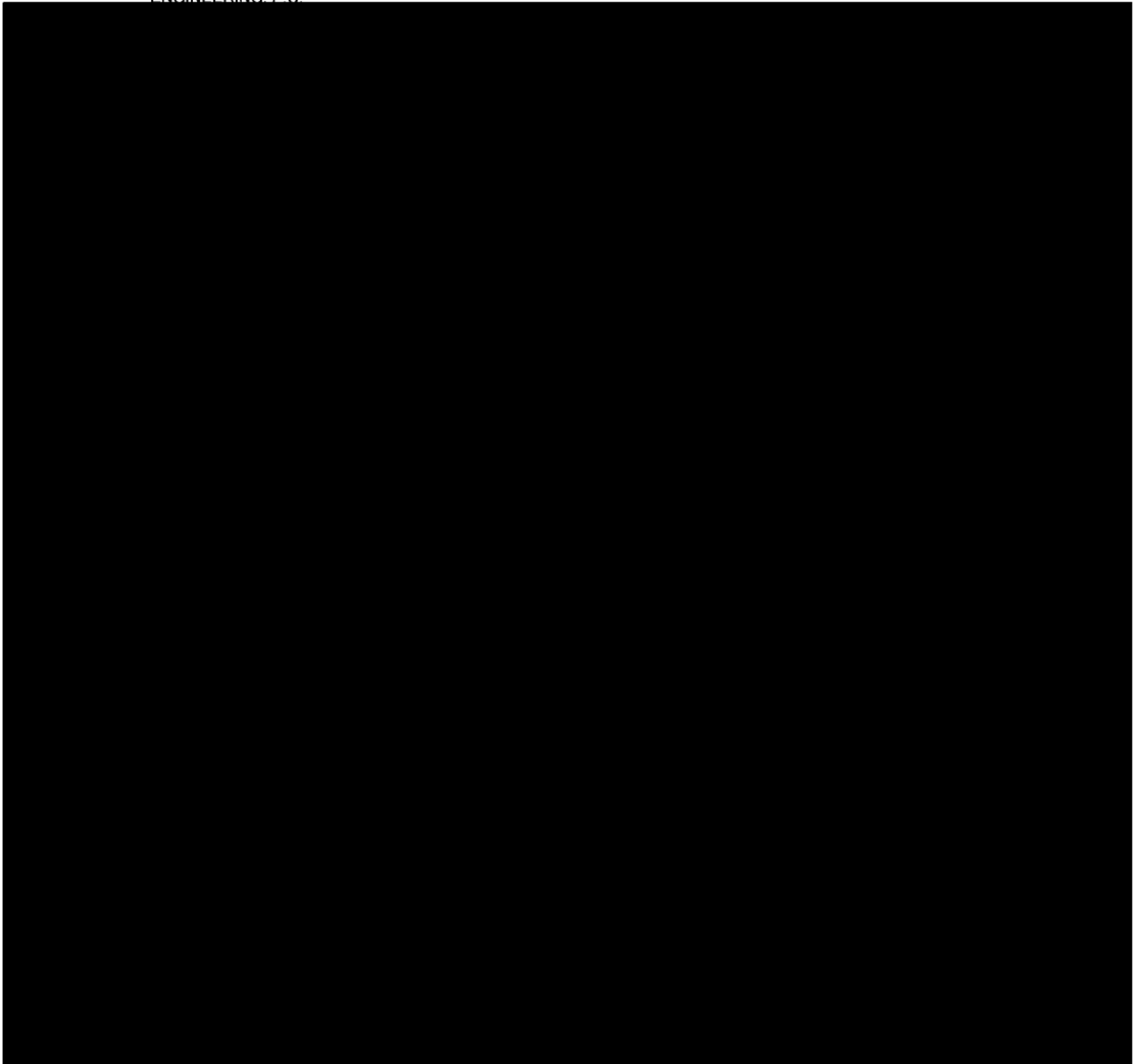






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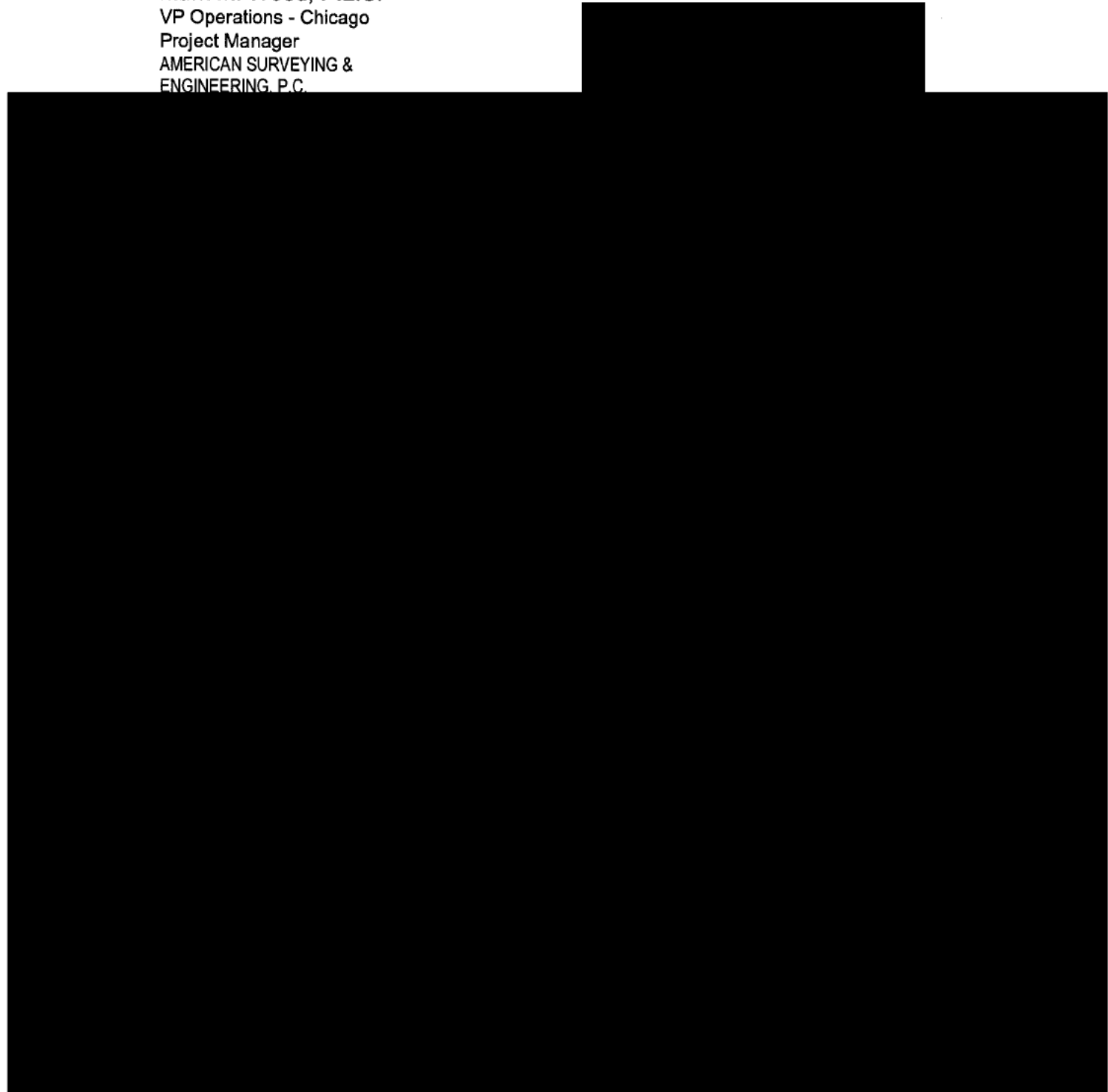
Mark M. Wood, P.L.S.
VP Operations - Chicago
Project Manager
AMERICAN SURVEYING &
ENGINEERING, P.C.





AMERICAN
SURVEYING & ENGINEERING, P.C.

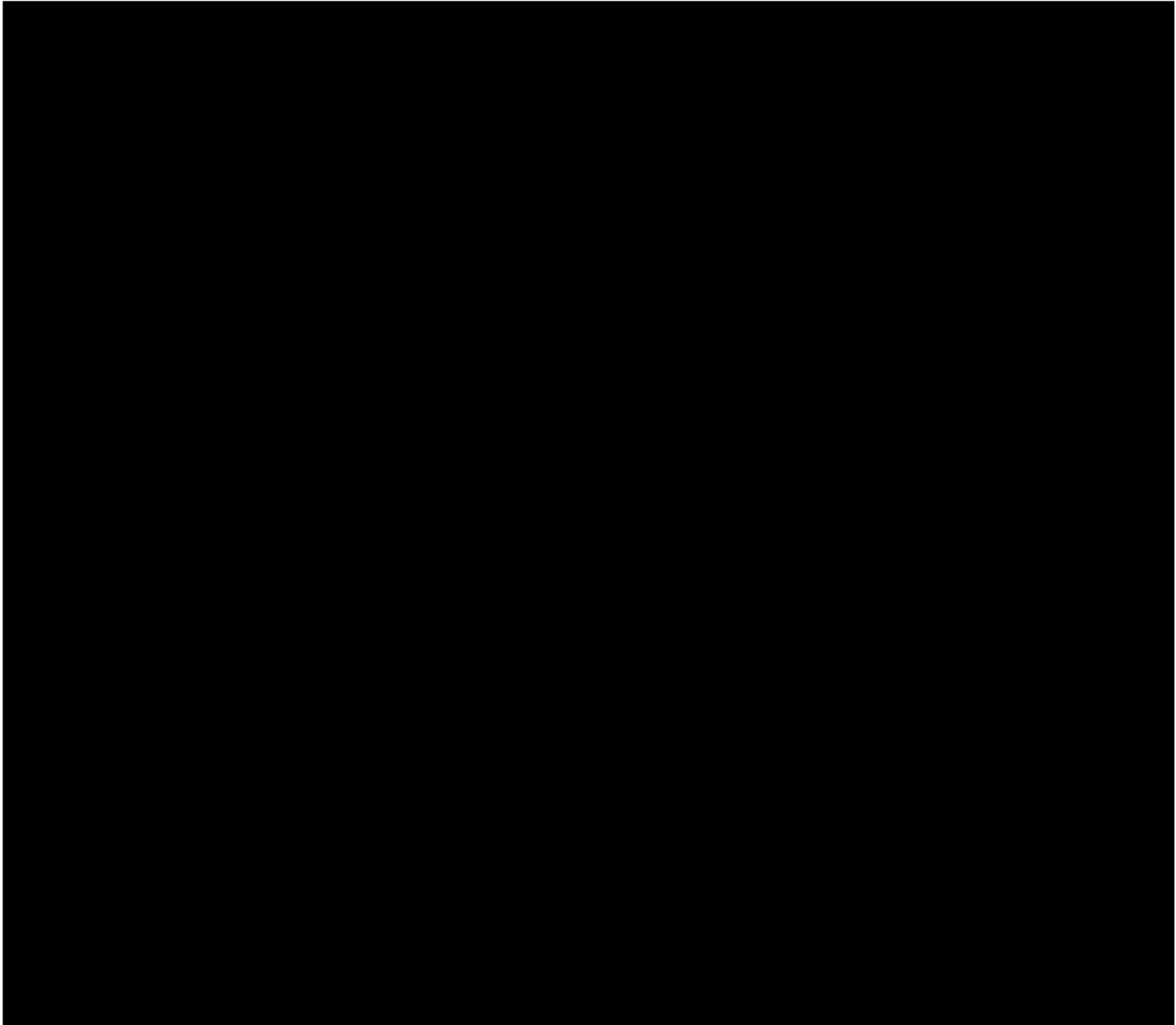
Mark M. Wood, P.L.S.
VP Operations - Chicago
Project Manager
AMERICAN SURVEYING &
ENGINEERING, P.C.

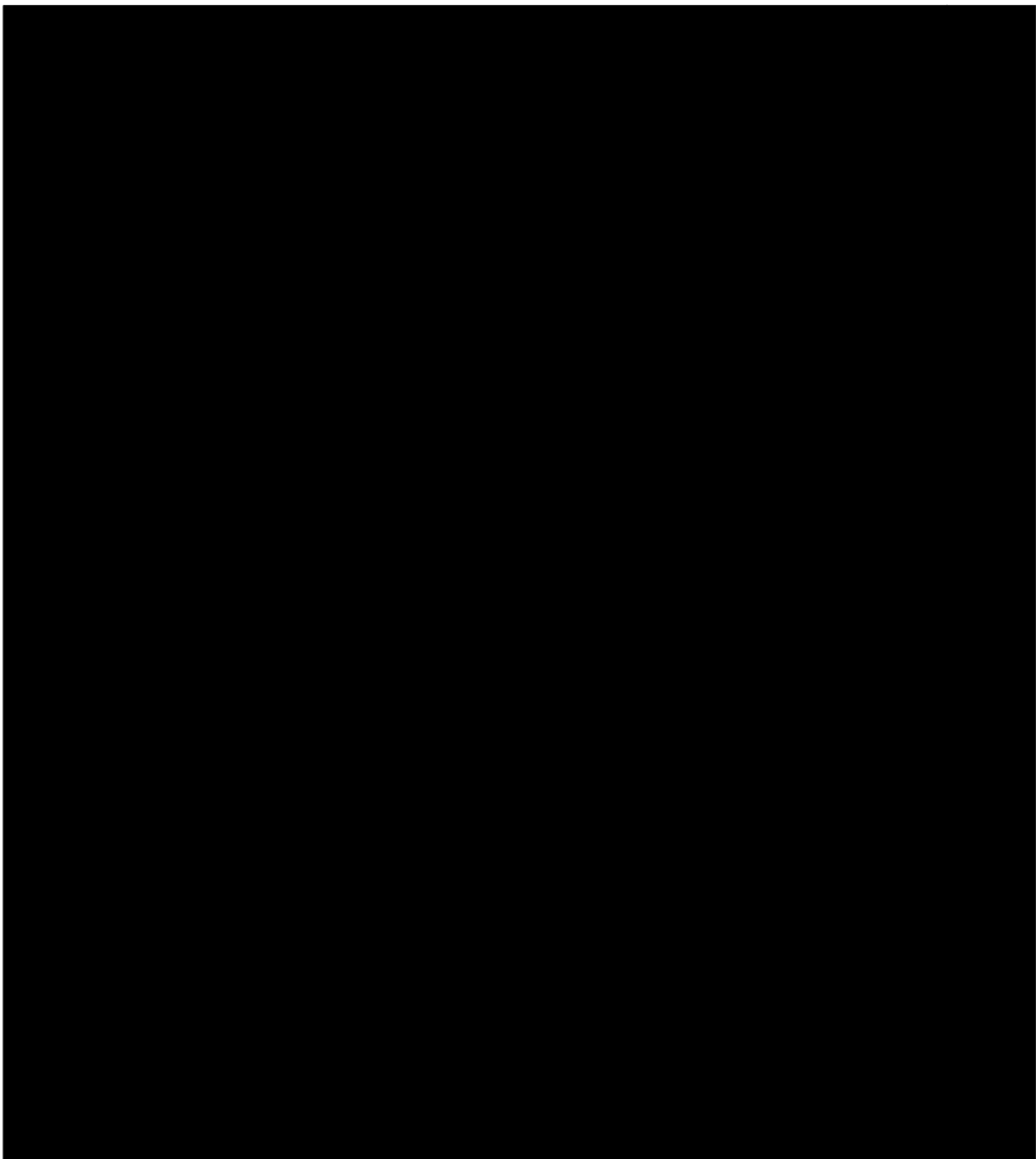




AMERICAN
SURVEYING & ENGINEERING, P.C.

Steven M. Rlenks
PE, PMP
Director of Engineering





Project: Elgin O'Hare Western Access (EOWA) **Agent:** Knight
Location: IL 19 (W Irving Park Road) Interchange **Client:** ISTHA
Job Number: (Contract I-13-4623) **Date:** March 4, 2014 (DRAFT!)
ASE Proposal No.: 214003

SCOPE OF WORK

PROJECT SUMMARY:

Project Location:

The project is located along the West side of O'Hare Airport at the Irving Park Road Interchange, in Du Page County and State of Illinois.

Project Understanding:

Additional services are to be provided by ASE to support the preparation of Preliminary and Final Design Engineering Plans.

The work outlined in this proposal is for three general tasks. The first task is to provide Survey-Up-on-Request (SUR) information to supplement aerial mapping. The second task is for Land Acquisition Services (plats and legal descriptions). The third is for Design-Up-on-Request support.

Project Limits:

Supplemental Topography:

1. West Irving Park Road Interchange
 - A. Irving Park Road from York Rd. Easterly to interchange/EB to NB Loop Ramp.
 - B. Irving Park Road from interchange/EB to NB Loop Ramp East to Taft Avenue. (To be performed as Additional Services).

Land Acquisition:

ASE will provide Land Acquisition Services along the project site based on an assumed count of Nine parcels, more particularly listed as follows:

1. WA-2D-12-210
2. WA-2D-12-211
3. WA-2D-12-212
4. WA-2D-12-213
5. WA-2D-12-214
6. WA-2D-12-215
7. WA-2D-12-216
8. WA-2D-12-217
9. WA-1D-12-092.P

General scope assumptions:

- 1) All survey work will be performed in U.S. Survey Feet, unless otherwise specified.
- 2) Horizontal Data will be based upon the North American Datum of 1983, adjusted 2007 (NAD 83/2007) in the Illinois East State Plane Coordinate system.
- 3) Client (ISTHA) to provide copies of existing Right-of-Way Plats, Title Commitments, and other pertinent available survey data prior to commencement of field survey work. (If not furnished, ASE will bill as a Direct Cost.)
- 4) Client to provide letter of introduction prior to ASE commencement of field operations.
- 5) Hazardous sites designated Class "D" or above will not be entered.
- 6) The parcel count and cost is based on the existing Plat-of-Highways for the Irving Park Road Re-alignment will be recorded prior to the ordering of title commitments.

Project: Elgin O'Hare Western Access (EOWA) **Agent:** Knight
Location: IL 19 (W Irving Park Road) Interchange **Client:** ISTHA
Job Number: (Contract I-13-4623) **Date:** March 4, 2014 (DRAFT!)

ASE Proposal No.: 214003

SCOPE OF WORK

THE FOLLOWING TASKS WILL BE PERFORMED BY ASE AS PART OF THIS CONTRACT:

1.0 ADMINISTRATION

- 1.1 Meetings with Client and/or Client's Agent. In-house meetings. Progress reports, scheduling, invoicing, etc.
- 1.2 Technical direction of staff.
- 1.3 Project management, coordination.

2.0 DATA COMPILATION

- 2.1 Records research, as required, for previous survey data.
- 2.2 Compile and index all previous survey data.
- 2.3 Prepare compiled data for use by field personnel.

3.0 HORIZONTAL CONTROL

(Horizontal Datum from ISTHA CORS – NAD 83 (2007))

- 3.1 Search and reconnaissance for control points from previous surveys or set site control points as required.
- 3.2 Traverse through site control points. (Third Order Accuracy)
- 3.3 Office calculations, adjustment, tabulations of coordinates.

4.0 VERTICAL CONTROL

(Vertical Datum will be based on previous surveys.) Vertical Datum shall be Third Order Accuracy.

- 4.1 Search and circuit reconnaissance for existing bench marks.
 - 4.1.1 Set and describe project site benchmarks.
- 4.2 Description and location sketch in field book of benchmarks.
- 4.3 Level Circuits
 - 4.3.1 Run level circuits through control points and site benchmarks.
- 4.4 Office calculations, adjustment, tabulation of elevations and reports.

5.0 Survey Upon Request (SUR)

The following are tasks that may be performed Only as directed and authorized by the Agent for the two areas defined.

- 5.1 Area One: Re-aligned Irving Park from York Road Easterly to interchange Eastbound/Northbound loop ramp.
- 5.2 Area Two: Re-aligned Irving Park from interchange Eastbound/Northbound loop ramp Easterly to Proposed Taft Ave. (Approx. 1 mile) (To be performed as additional services).

A. ASE will obtain pavement elevations using Terrestrial 3D LiDAR (Scanning) or conventional equipment as required by final design requirements. Final design requirements will be determined at a later date based on extent of design and as-built information.

- 1. Set and expand the project control as require to provide orientation and redundancy for establishing scanner geo-referencing.

Project: Elgin O'Hare Western Access (EOWA) **Agent:** Knight
Location: IL 19 (W Irving Park Road) Interchange **Client:** ISTHA
Job Number: (Contract I-13-4623) **Date:** March 4, 2014 (DRAFT!)

ASE Proposal No.: 214003

SCOPE OF WORK

2. Set up and perform full width pavement scanning.
 3. Review each scanworld for target acquisition and labeling; then perform a fully constrained registration to combine all point clouds. Review residuals and correct as required.
 4. Clean out noise, pick points for cross sections at grade breaks and/or lane lines and edge of pavement, edge of shoulder, back of curb, and flow line of curb.
 5. Create DTM of pavement elevations. Obtain Existing DTM from Aerial Mapping, and "Stitch" the pavement DTM into the Aerial DTM.
- B. Drainage Utility locations and details.**
1. As directed, ASE will obtain supplemental information on missing drainage structures. Obtain rim elevations, ASE will perform rim to invert measure downs, direction, material and size of pipes and note direction of flow for storm and sanitary structures, where possible.
 2. Reduced field notes (structure details) will be the final deliverable (no CADD annotations.) *Note: Manholes or other confined spaces (as defined by OSHA) will not be entered, pumped or cleaned. Invert elevation, pipe size/type will be a check on plan information only and should be field verified by making a formal OSHA confined space entry prior to being used for design. ASE will not be responsible for non-observed utility locations.*
 3. Pick Up Surveys for items outside this scope of work.

6.0 EXISTING CENTERLINE (Land Acquisition)

- 6.1 Import and use Centerline from Existing Plat of Highway.

7.0 DETERMINE SECTIONALIZED LAND SYSTEM CORNERS

ASE has assumed all Section Corners required will be monumented and recorded under previous contracts.

- 7.1 Courthouse research for monument records. Compile and index.

8.0 LAND ACQUISITION SURVEYS, PLATS AND DOCUMENTS

8.1 Right-of-Way Surveys.

- 8.1.1 Obtain Title Commitments (provided by ISTHA) sketch and review descriptions.
- 8.1.2 Courthouse research for adjoiner's deeds as required.
- 8.1.3 Right-of-Entry letter, questionnaire.
- 8.1.4 Incidental surveys for metes and bounds parcels.
- 8.1.5 Incidental survey for subdivided Lots.
- 8.1.6 Topographic features, tie buildings within 100' of right-of-way; tie features located in proposed right-of-way and within 20' of proposed right-of-way.
- 8.1.7 Office calculations.
- 8.1.8 Does not include setting missing lot corners.

Project: Elgin O'Hare Western Access (EOWA) **Agent:** Knight
Location: IL 19 (W Irving Park Road) Interchange **Client:** ISTHA
Job Number: (Contract I-13-4623) **Date:** March 4, 2014 (DRAFT!)

ASE Proposal No.: 214003

SCOPE OF WORK

8.2 Land Acquisition Documents

- 8.2.1 Cover sheet.
- 8.2.2 Parcel calculations.
- 8.2.3 Parcel descriptions.
- 8.2.4 Parcel Plats.

8.3 Stake Right-of-Way.

- 8.3.1. Calculations and staking plans.
- 8.3.2. Field staking and tie points.

8.4 Prepare and Upload Deliverables

- 8.4.1 One set signed and sealed Mylar's.
- 8.4.2 Upload files (Microstation DGN file; PDF file of DGN; PDF file of descriptions) as required by current Parcel Checklist.
- 8.4.3 Prepare GIS Parcel data Base.

9.0 SUE LEVEL B (FIELD LOCATE UTILITY LOCATION USING DIGITAL VERIFIER) (SUE Level B) (Assume 2000' of designation – Horizontal Location)

- 9.1 Use digital verifier to insure locations & to determine the approx depths. Mark with paint only (**billed as direct cost @ \$1.96/foot**). (**Note: Half the total amount listed above or 1000' to be performed as additional services.**)

10.0 DESIGN-UPON-REQUEST

- 10.1 Perform design services as requested and authorized by Agent.

11.0 QA/QC PLAN

- 11.1 Review contract documents and survey requirements to verify ASE project QA/QC requirements.
- 11.2 Periodic project review to assure compliance with policy and contract documents.
- 11.3 Final review and report of QA/QC compliance.

ASE WILL DELIVER TO CLIENT THE FOLLOWING ITEMS AS PART OF THIS WORK:

- A. Land Acquisition Plats, Legal Descriptions, and GIS Data Base.
- B. Updated (Combined) DTM with Aerial ground elevations and scanned pavement elevations.
- C. Copies of field notes and field mark-up drawings, if applicable.
- D. Provide one digital copy of final SUE data in MicroStation.

Project: Elgin O'Hare Western Access (EOWA) **Agent:** Knight
Location: IL 19 (W Irving Park Road) Interchange **Client:** ISTHA
Job Number: (Contract I-13-4623) **Date:** March 4, 2014 (DRAFT!)

ASE Proposal No.: 214003

SCOPE OF WORK

ITEMS TO BE SUPPLIED BY ISTHA

- A. Copies of existing mapping, subdivision plats and available survey data prior to commencement of field survey work.
- B. Permission and access to closed or locked areas.
- C. Letter of Introduction and written authorization for access to subject property for ASE's services on subject site.
- D. Title Commitments to be provided by ISTHA.

DIRECT COSTS

- A. Fees to Recorder's Office for obtaining copies of pertinent subdivision plats and other survey data.
- B. SUE Level B: Assume 2000' at \$1.96/foot
 - a. 1000' @ \$1.96/foot listed under direct costs (\$1,960.00)
 - b. 1000' @ \$1.96/foot listed under additional services (\$1,960.00)

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EXHIBIT G

CURRENT OBLIGATIONS FOR PROJECTS

Prime Consultant	PSB No.	Type	Fee	Fee Remaining
Aerometric	11-2	Survey Services	No Work Anticipated	No Work Anticipated
Lochner	11-2	Survey Services	\$80,000	\$80,000
CH2M Hill	11-4	Project Management	\$3.2 Million	\$3.0 Million
HDR	11-4	Survey Services	\$500,000	\$450,000
Transystems	11-4	Survey Services	\$240,000	\$160,000
Knight	11-4	Survey Services	\$320,000	\$300,000
ISTHA	12-3	Survey and Land Acquisition Services	\$3,000,000	2,936,000

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: \$ _____

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)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

Contract Information Sheet

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

Consultant Name: GSG Consultants, Inc

Contract Number: I-13-4623

Proposal Date: 3/10/2014

Exhibit Pointers Editable cells in each exhibit are underlined in red
Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes
A full set of instructions to complete the exhibits is available on the Tollway's website

Contract No.: I-13-4623 Consultant: GSG Consultants, Inc

Date: 3/10/2014

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 23 No. OF MONTHS
 SCHEDULED START DATE: 6/1/2014
 RAISE DATE: 1/1/2015
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
6/1/2014	-	12/31/2014	1/1/2015	-	12/31/2015	1/1/2016
7.0		12.0	4.0		23.0	23.0
23.0		23.0	23.0		23.0	23.0
30.43%	Escalation Factor First Period	53.74%	Escalation Factor Second Period	18.45%	Escalation Factor Third Period	Escalation Factor Fourth Period
						Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
23.0		23.0		23.0		23.0
	Escalation Factor Sixth Period		Escalation Factor Seventh Period		Escalation Factor Eighth Period	Escalation Factor Ninth Period
						Escalation Factor Tenth Period

The escalation factor for this project is: 102.62%

Contract No.: I-13-4623

Consultant: GSG Consultants, Inc

Date: 3/10/2014

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)	Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)
Principal	Ala Sassila	Administrative Support	Hala Garman
			Petra Zarco
Project Manager	Scott Letzel		
	Suda, Robert		
Senior Engineer	Claussen, Robert		
	Edgell, Dawn		
	Shaikh, Kaleem		
	Dean, Eric		
Project Engineer	Grieger, John		
	Jarass, Qassem		
	Jarass, Qassem		
	Manuel, Cezar		
	Riad, Ossama		
	Yavaraski, Claire		
	Knoepfle, Mike		
Staff Engineer	Hasiba, Khaled		
	Johnson, Charles		
	Meyers, Scott		
	Rothamer, Jeffrey		
	Waddell, Robbie		
Inspector	Bryll, Katelyn		
	Cagney, Thaddeus		
	Huey, Jody		
	Jaber, Maher		
	McCoy, David		
	Motlani, Imran		
	Rowe, Joshua		

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

Contract No.: I-13-4623

Consultant: GSG Consultants, Inc

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Ala Sassila

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: Robert Claussen

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

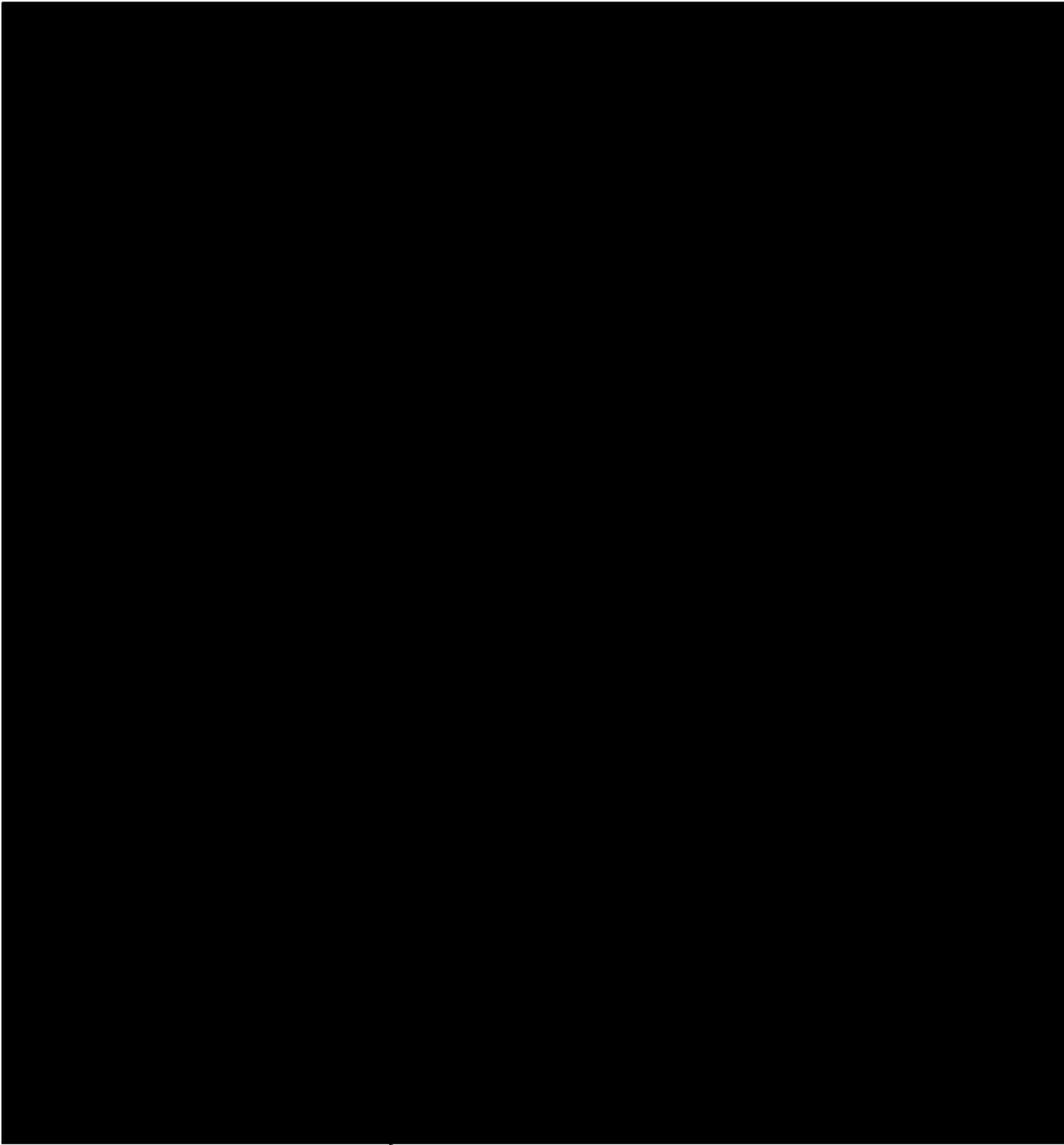
Name: _____

Classification: _____

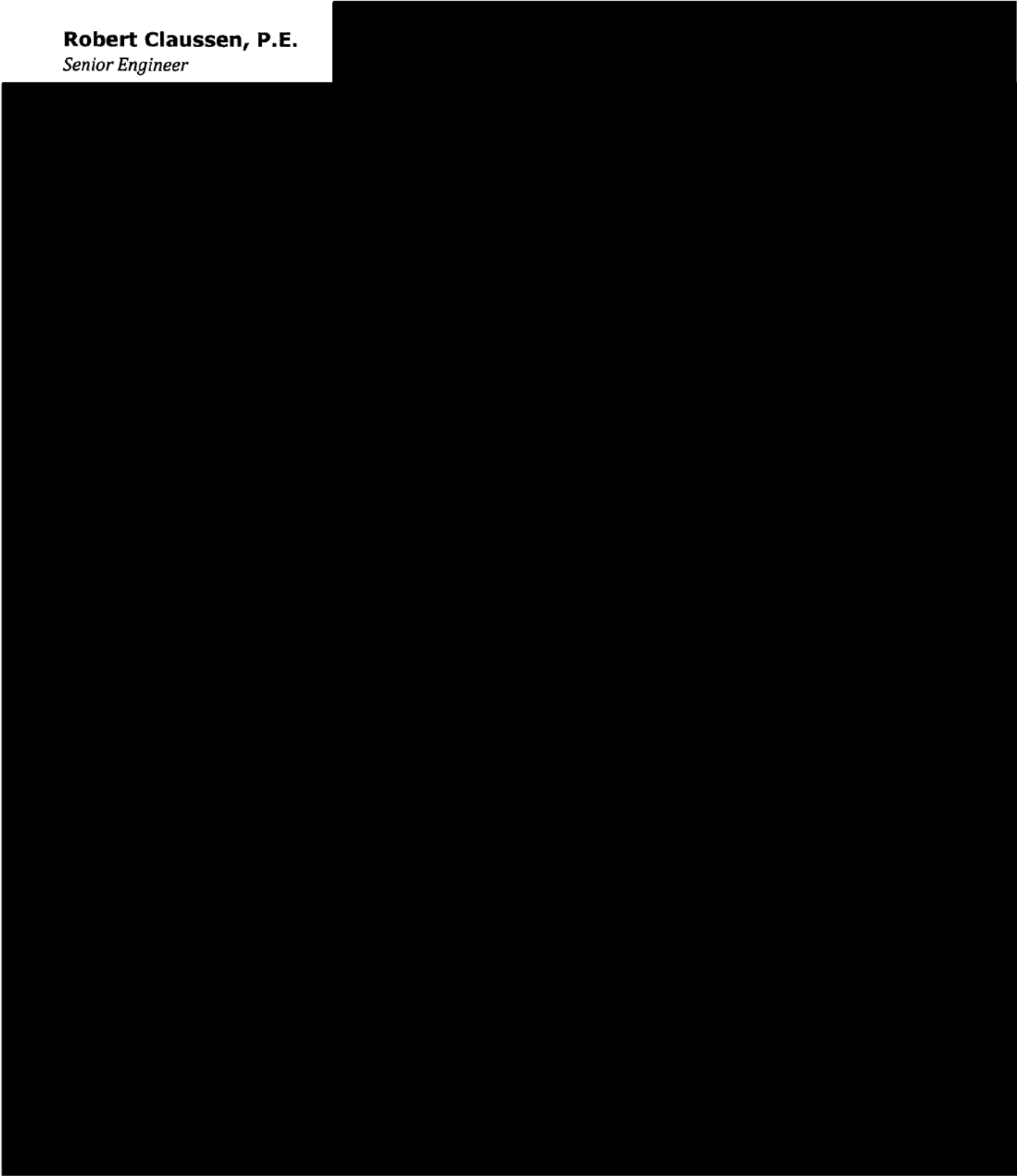
Name: _____

Classification: _____

Ala Sassila, Ph.D., P.E.
*Vice President, Director of
Engineering*



Robert Claussen, P.E.
Senior Engineer



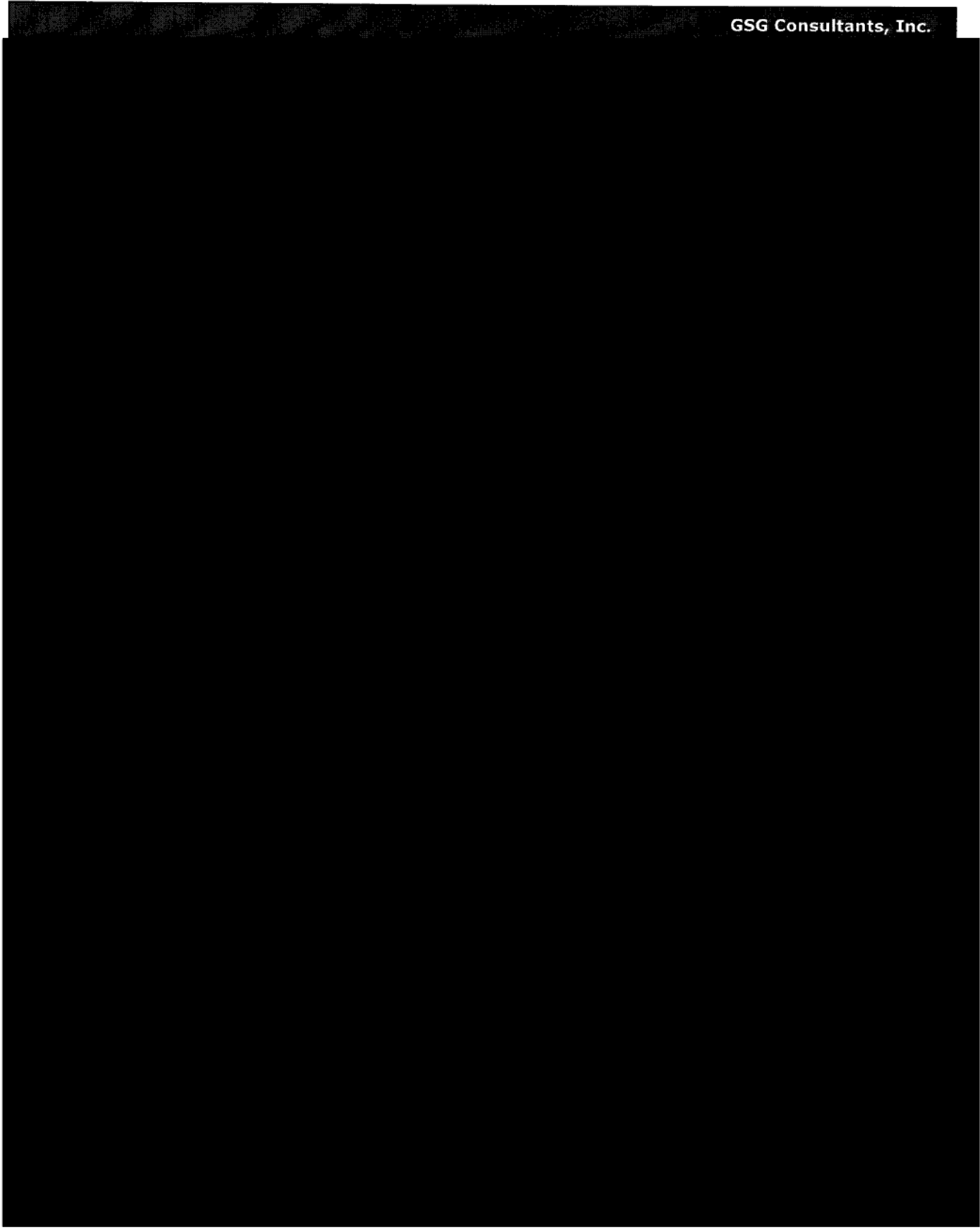


Exhibit F

**Geotechnical Services Scope of Work
Elgin O'Hare Western Access (EOWA), IL 19 (West Irving Park Road) Interchange**

Contract No. I-13-4623

GEOTECHNICAL SERVICES

GSG understands that geotechnical services will be required for the preparation of contract plans and specifications and project related permits for the proposed construction of the IL 19 (West Irving Park Road) Interchange with the proposed Western Access toll road, located in DuPage County, Illinois. A contingency scope of services was include for the IL 19 Roadway Widening. The geotechnical services will cover the following areas:

1. Roadway condition survey – pavement cores along IL-19 and York Road
2. Mainline EO – Length-approx. 1 mi, 300' spacing.
3. IL-19 – 300' spacing
4. York Road – 300' spacing
5. Two (2) mainline bridge structures – 6 deep structural borings to a depth of 90 feet each
6. Retaining Wall 1 – Length = 275', 4 borings to 20 feet each
7. Retaining Wall 2 – MSE – Length = 1540', 21 borings, to 40 feet each
8. Retain walls at AET ramp-plazas -2 locations, estimated lengths are 425' and 300' to a depth of 40 feet each
9. Triple Box Culvert extension + Headwall – Length = 340', 4 borings to a depth of 40 feet each
10. Permanent Traffic Signals – borings for signal foundations assumed 8 borings to a depth of 40 feet each
11. Overhead Sign Truss – 3 locations, 6 foundations, to a depth of 40 feet each
12. Ramps – 200' spacing to a depth of 20 feet each
13. Off road at proposed detention ponds – 2 locations to a depth of 20 feet each

Project Approach

- A. For the bridges, retaining walls, lighting foundations, and traffic signal foundations, we will advance soil borings in accordance with the Tollway Geotechnical manual. We will also advance soil borings for the roadway before and after the interchange. We will coordinate and obtain required permit for obtaining right of entry and permits to perform

any subsurface exploration. We will clear the underground utility before starting the field activities.

- B. We will complete Laboratory testing of selected soil samples in accordance with the Geotechnical manual.
- C. We will prepare several geotechnical reports. This include roadways and Structural Geotechnical Reports (SGR) that summarizes the exploration and studies described above. Below is a brief description of each type of report

1. **Roadway** - GSG will review the field and laboratory testing data and will perform engineering analysis for the proposed roadway reconstruction / addition. The engineering analysis for the roadway will include stability analysis of the sub-grade, embankment slope stability and settlement, sub-grade improvement, drainage systems and filters, and sub-grade frost susceptibility. The geotechnical report will include results of the engineering analysis; pavement design parameters; location and extent of unsuitable and unstable soils present within each crossing area such as highly organic soils, frost susceptible soils, high shrink/swell potential soils, soil with high moisture content, or low shears strength. The report will include location specific sub-grade treatment recommendations based on the conditions encountered at each location. The recommendation will include width and depth of area requiring treatment and type of treatment. We will also include recommendation regarding underground utilities excavation and placement, signal foundation and other project related components.
2. **Structure** – The SGRs will follow the Tollway SGR procedure, and will contain geotechnical recommendations related to bridge foundations, retaining wall foundations, slope walls, side slopes, lighting foundations, and traffic signal foundations. The engineering analysis and recommendation will include evaluations of short and long-term stability and settlement due to excavations and embankment loadings, including recommendations for cut and fill slopes and need for settlement platforms and piezometer, analysis for foundation type, drainage and drainage systems, scour evaluations and remedial treatments, seismic evaluation, and construction considerations. We will include a detailed discussion regarding foundation conditions and recommended foundation type and criteria for design of bridges, retaining walls, buildings, culverts and other structures. We will also provide information regarding temporary earth support system during construction, anticipated groundwater problems and management during construction, consideration of underpinning, where appropriate, and description of recommended instrumentation and monitoring program during construction.

DESIGN SERVICES

GSG will perform additional design services at the direction of Knight E/A, Inc.

EXHIBIT G

CONTRACT I-13-4623

Consultant Name: GSG Consultants, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
IDOT PTB 155, Job No. D-30-006-10	Geotechnical Investigation	1,530,000	1,200,000	12/2014
Tollway I-11-4015, I-90 Widening and Reconstruction	Design Services	\$3,500,000	\$ 500,000	9/2015
Tollway Contract I-11-4018, I-90 Widening and Reconstruction	Geotechnical Investigation	\$1,398,000	\$40,000	6/2014
Tollway Contract I-11-4022, I-90 Widening and Reconstruction	Geotechnical Investigation	\$2,020,000	\$10,000	5/2014
Tollway Contract I-11-4032	Environmental Services Upon Request	\$600,000	\$ 380,000	12/2016
Tollway Contract I-12-4060	Planning Services Upon Request	\$50,000	\$50,000	10/2015
Tollway Contract 4049	Geotechnical Investigation – DUR	\$300,000	\$100,000	5/2015
Tollway Contract 4151	Geotechnical Investigation – DUR	\$325,000	\$325,000	2/2017
Tollway Contract 4079	Environmental Investigation	\$530,000	\$430,000	12/2015
Tollway Contract 4112	Construction Inspection	\$ 300,000	\$280,000	12/2014
Tollway Contract 4098	Construction Inspection	\$ 465,533	\$465,533	12/2014
Tollway Contract 4107	Construction Inspection	\$ 435,021	\$435,021	8/2015

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants:	\$	-
TOTAL Additional Services DBE/MBE/WBE Subconsultants:	\$	-
TOTAL Allowable Fee DBE/MBE/WBE Subconsultants:	\$	-
DBE/MBE/WBE Percentage of Total Fee (includes Additional Services):		0.00%
DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services):		Version 7

EXHIBIT "1"

Ref: 2/23
PAGE 161 OF 183

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)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Singh & Associates, Inc.

Contract Number: I-13-4623

Proposal Date: 3/10/2014

Exhibit Pointers Editable cells in each exhibit are underlined in red
Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes
A full set of instructions to complete the exhibits is available on the Tollway's website

Contract Number: I-13-4623

Consultant: Singh & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2014												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Lighting																	
Design Computations																	
Estimates, Quantities, Specs.																	
Meetings/Coordination						2	2	2	2	2	2	2	2	2	2	2	14
PM (Lighting)																	
QA/QC (Lighting)																	
Civil Support																	
ITS Support																	
TOTALS						2	2	2	2	2	2	2	2	2	2	2	14

Grand Total Exhibit A Hours 1,252

EXHIBIT "1"
PAGE 164 OF 183

Contract Number: I-13-4623

Consultant: Singh & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Lighting									60	60	60	60	240
Design Computations									5	5	10	10	30
Estimates, Quantities, Specs.											8	10	18
Meetings/Coordination	2	2	2	2	2	2	2	2	2	4	4	4	30
PM (Lighting)										2	2	2	6
QA/QC (Lighting)										2	4	4	10
Civil Support							15	15	15	15	15	15	90
ITS Support										10	10	10	30
TOTALS	2	2	2	2	2	2	17	17	82	98	113	115	454

EXHIBIT "1"
PAGE 165 OF 183

Rev. 9/2013

Version 7

Contract Number: I-13-4623

Consultant: Singh & Associates, 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	
Lighting	60	60	60	60	24								264
Design Computations	20	20	20	20	10								90
Estimate, Quantities, Specs.	20	20	10	10	10								70
Meetings/Coordination	10	10	8	8	8								44
PM (Lighting)	2	2	2	2	2								10
QA/QC (Lighting)	4	4	2	2	2								14
Civil Support	40	40	40	40	35								195
ITS Support	20	20	20	20	17								97
TOTALS	176	176	162	162	108								784

EXHIBIT "1"
PAGE 166 OF 183

Contract No.: I-13-4623

Consultant: Singh & Associates, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>1,252.00</u>	X	<u>\$ 42.31</u>	=	TOTAL DIRECT SALARY \$	<u>52,972.12</u>
(Total Work Hours from Exhibit C-2)		(Average Hourly Rate from Exhibit C-2)			

Multiplier to be used on this project:	<u>2.80</u>
Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)	

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$ <u>148,321.94</u>
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B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	<u>\$2,171.82</u>
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C. SERVICES BY OTHERS

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

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

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

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES	\$ <u>-</u>
(Requires prior authorization before use)	

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ <u>150,493.76</u>

Contract No.: I-13-4623 Consultant: Singh & Associates, Inc.

Date: 3/10/2014

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 24 No. OF MONTHS

SCHEDULED START DATE: 6/1/2014

RAISE DATE: 1/1/2015

PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

6/1/2014 - 12/31/2014	1/1/2015 - 12/31/2015	1/1/2016 - 5/31/2016		
Date	Date	Date	Date	Date
7.0	12.0	5.0		
24.0	24.0	24.0	24.0	24.0
29.17%	51.50%	22.10%		
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date
24.0	24.0	24.0	24.0	24.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 102.77%

EXHIBIT "1"

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Contract No.: I-13-4623

Consultant: Singh & Associates, Inc.

Date: 3/10/2014

Escalation Factor: 102.77%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES							DIRECT COST OVERTIME PREMIUM		
Classification Eligible for Premium Overtime?	Classification	Current MINIMUM Hourly Rate for Classification	Current MAXIMUM Hourly Rate for Classification (See Note A to Right)	Average Hourly Rate for Classification (See Note B to Right)	Escalated Average Hourly Rate for Classification (See Note C to Right)	Estimated Work Hours (Including Overtime)	Total Estimated O/T Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:
							1,252.00	\$42.31	\$52,972.12
							Escalated Average Premium Overtime Hourly Rate (See Note D to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note E to Right)	
No	Engineer V	\$70.00	\$70.00	\$70.00	\$70.00	50.00			
No	Engineer IV	\$50.00	\$62.00	\$56.00	\$57.55	92.00			
No	Engineer III	\$42.00	\$55.00	\$48.50	\$49.84	300.00			
No	Engineer II	\$35.00	\$46.00	\$40.50	\$41.62	350.00			
No	Engineer I	\$25.00	\$37.00	\$31.00	\$31.86	460.00			

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

Contract No.: I-13-4623

Consultant: Singh & Associates, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: S. Singh Rikhiraj

Project Manager: Rashesh Patel

Project Engineer: Angela Giovannone

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

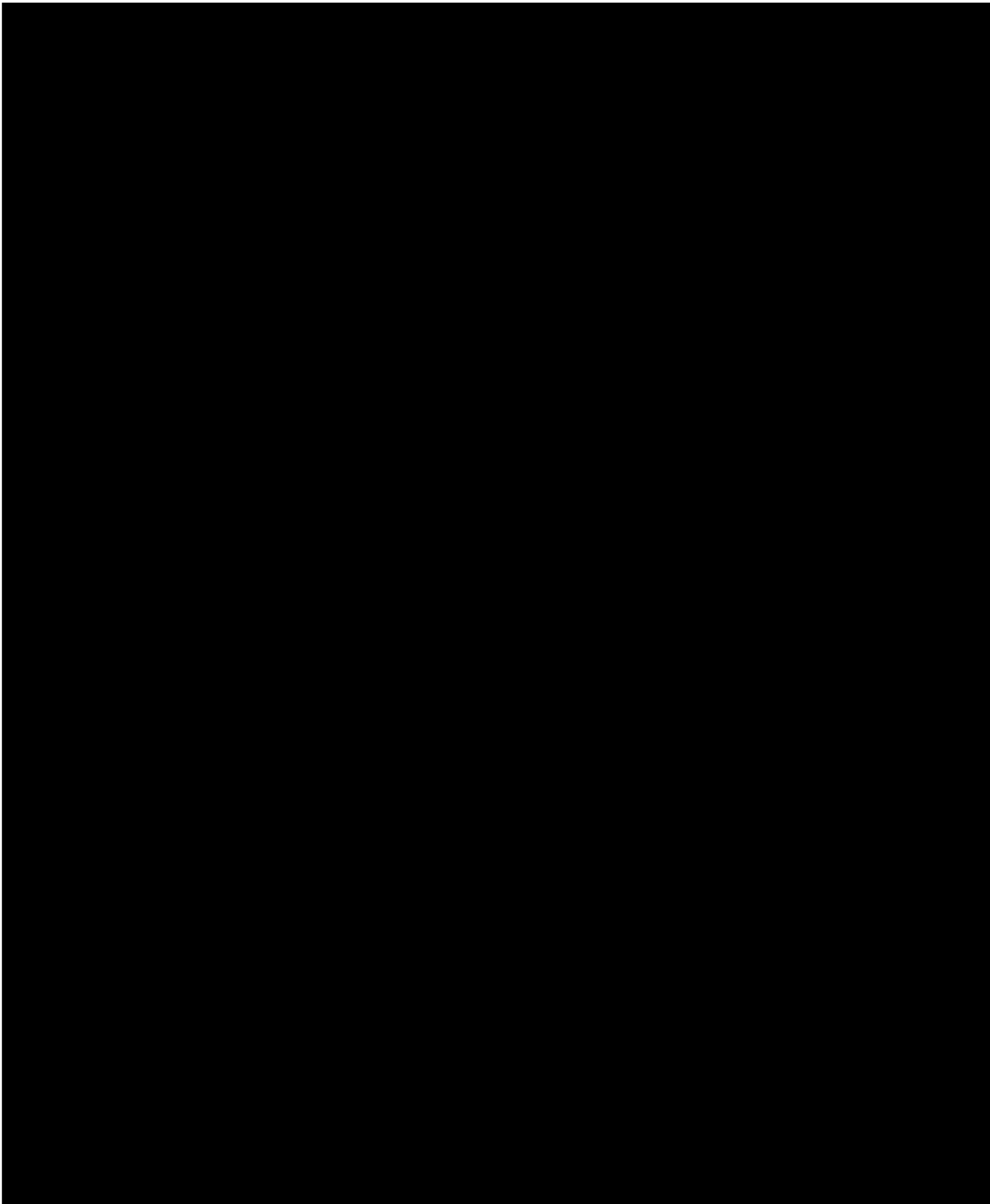
Name: _____

Classification: _____

SINGH

S. SINGH RIKHIRAJ, PE

PROJECT EXECUTIVE



SINGH

| RASHESH PATEL, PE

| ELECTRICAL ENGINEER

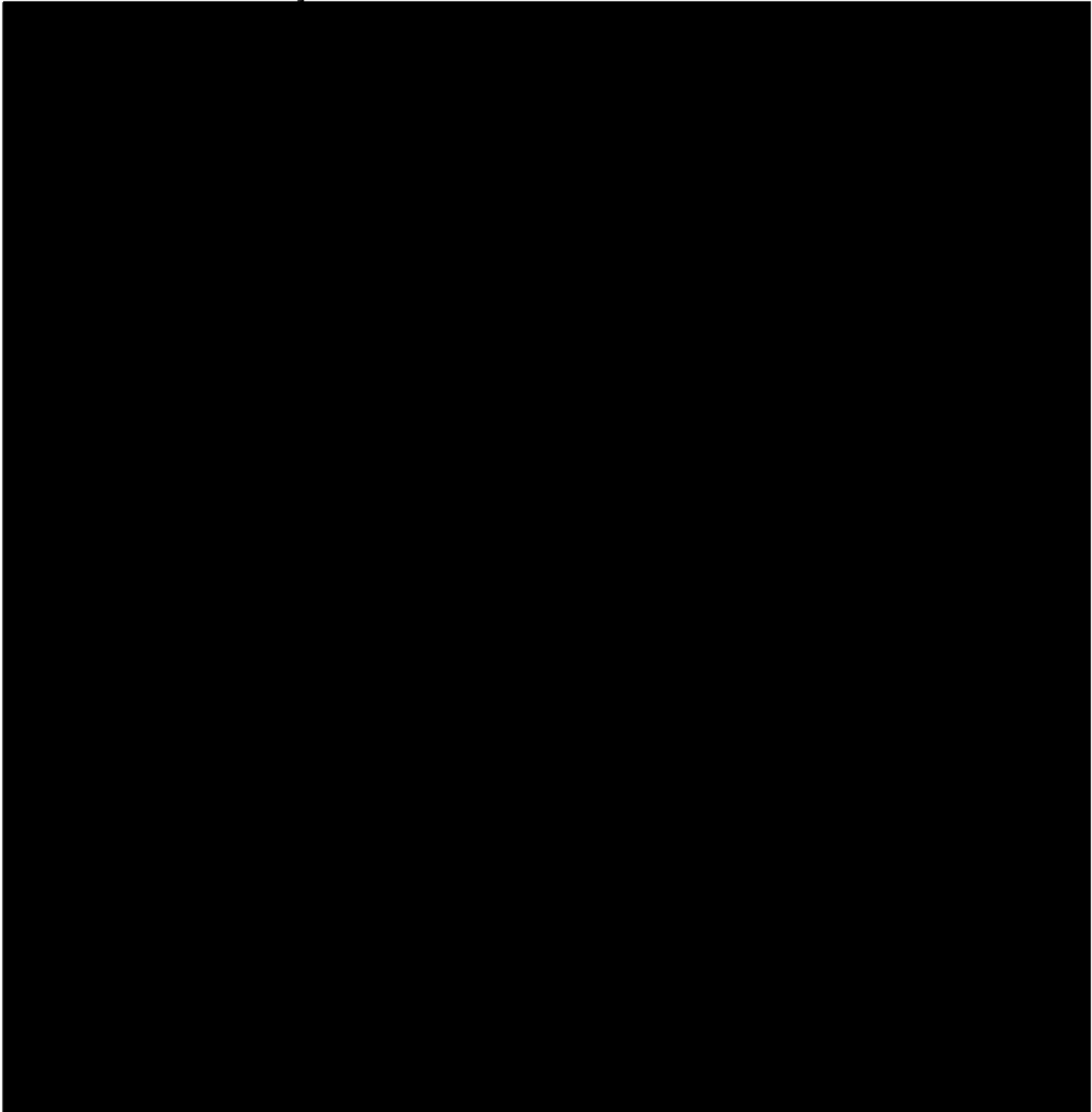


EXHIBIT "I"

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SINGH

RASHESH PATEL, PE

page 2



EXHIBIT "1"
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SINGH

| ANGELA GIOVANNONE, PE, LEED AP BD+C
| MECHANICAL + ELECTRICAL PROJECT MANAGER

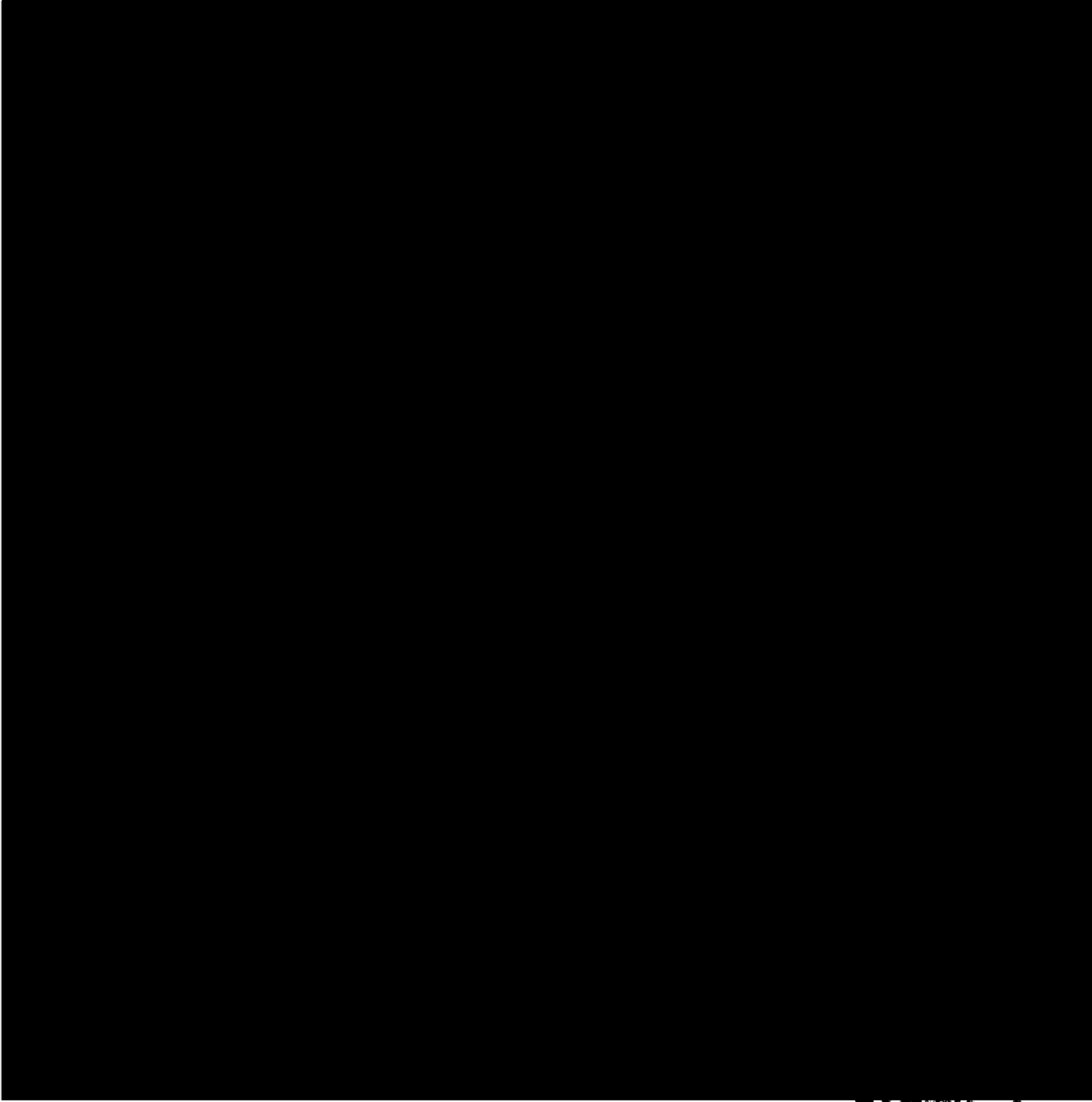


EXHIBIT 1

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SINGH

ANGELA GIOVANNONE, PE LEED AP BD+C

page 2

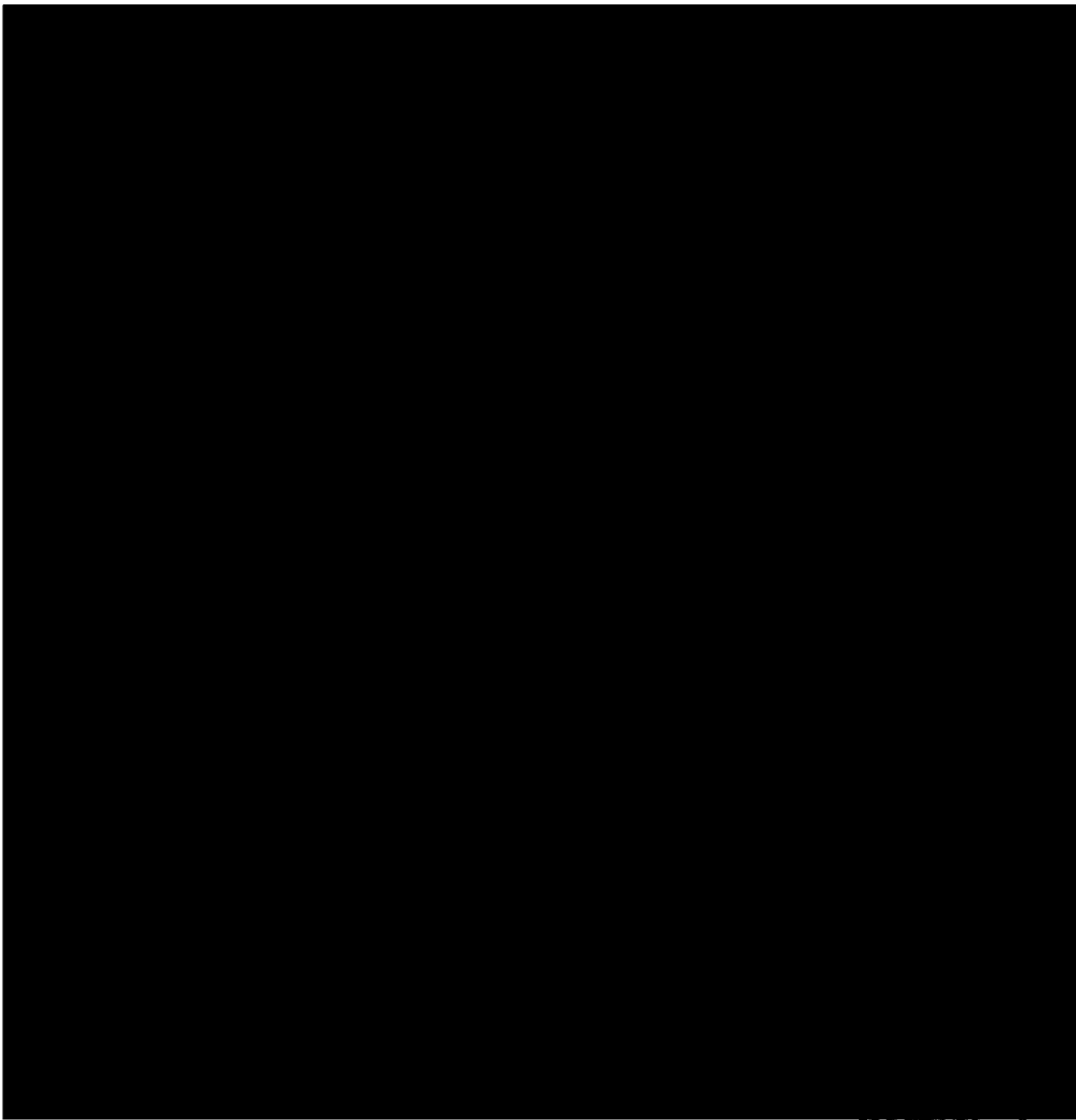


EXHIBIT F

CONTRACT 1 -13-4623

SINGH + ASSOCIATES, INC.

SCOPE OF SERVICES

PROJECT: EOWA, IL 19 (West Irving Park Road) Interchange
LIMITS: Western Access at Irving Park Road Interchange
COUNTY: DuPage County, IL
SINGH PROJECT NO.: 13226
ISTHA CONTRACT NO.: I-13-4623

Singh + Associates, Inc. (SINGH), as a sub-consultant to Knight E/A, shall be responsible to provide lighting design support for the subject project.

The lighting scope of service shall include following items:

1. Lighting:

- a. SINGH as a sub consultant to Knight E/A, Inc. shall provide preliminary, pre-final and final PS&Es for lighting design. Singh will design complete interchange lighting including 1 mile of EOWA. It is assumed that lighting for Irving park road with in interchange as per CDOT/OMP standard (equipment) and as per IDOT requirements. This estimate does NOT include any work related to a separate sidewalk/bike path lighting system; sign structure lighting or construction phase services.

EXHIBIT G
CURRENT OBLIGATIONS FOR PROJECT
Singh + Associates, Inc.
I-13-4623

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplements and Extra Work Orders)	Fee Remaining to be Earned	Estimated Date of Completion
RR-09-9069	ITS Design /CM Various Task Orders	\$ 500,000	\$ 40,000	12/31/2014
I-11-4018	DCM - Jane Addams (sub)	\$ 728,000	\$ 376,000	12/31/2016
I-11-4020	Elmhurst Road Interchange at I-90 (sub)	\$ 105,500	\$ 3,000	12/31/2015
I-12-4041	Elgin-O'Hare Western Access, US 20 to IL 83	\$ 1,317,600	\$ 1,050,000	12/31/2016
P-91-186-09	I-55 at Weber Road (sub)	\$ 19,000	\$ 2,000	12/31/204
PTB 157/001	I-290 Traffic Study (sub)	\$ 570,000	\$ 480,300	12/31/2015
PTB 140/003	Irving/York Civil/Lighting (sub)	\$ 146,000	\$ 12,000	12/31/204
PTB 153/008	US 30/IL 31 Civil and Electrical (sub)	\$ 67,000	\$ 17,000	12/31/2014
PTB 159/007	IL 83 over Marion Hills Ditch	\$ 43,600	\$ 9,000	12/31/2015
PTB 164/017	Various Lighting/Electrical Statewide	\$ 750,000	\$ 500,000	12/31/2015
PTB 160/003	US 30 at U-55 Ramps (sub)	\$ 128,000	\$ 20,000	
PTB 168/011	District 1 Various Signals	\$ 600,000	\$ 600,000	12/31/2016
PTB 156/019	IDOT District 1 Various Electrical	\$ 160,000	\$ 100,000	12/31/2013

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

** Additional services funds require prior authorization before use

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

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

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