

RESOLUTION NO. 19640

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority ("Tollway") to obtain Surveying Services for Surveying and Land Acquisition Services Upon Request Systemwide, Contract No. I-11-4029. Ruettiger, Tonelli & Associates, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$3,400,000. 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 Ruettiger, Tonelli & Associates, Inc. to provide Surveying Services, Contract No. I-11-4029, with an upper limit of compensation not to exceed \$3,400,000, 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

Move Illinois: *The Illinois Tollway Driving the Future*

April 30, 2012

Mr. Rodney A. Tonelli, President
Ruettiger, Tonelli & Associates, Inc.
2174 Oneida Street
Joliet, IL 60435

Re: Contract I-11-4029
Surveying and Land Acquisition Services Upon Request Systemwide

NOTICE TO PROCEED

Dear Mr. Tonelli:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated February 10, 2012, for Surveying and Land Acquisition Services for Contract I-11-4029. You are hereby authorized to commence with the work as of April 30, 2012 and as defined in Exhibit "F" Scope of Work contained in your proposal.

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

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

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

Please contact Brian Bottomley at 630-241-6800 extension 3949 for further information.

Sincerely,

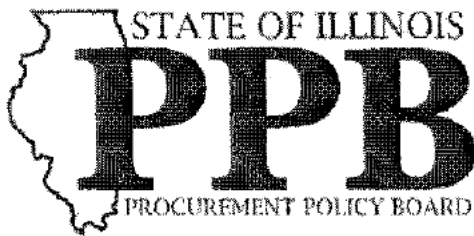


Paul D. Kovacs, P.E.
Chief Engineer

PDK: initiators initials

| | | |
|-----|-------------------|-------------------|
| cc: | Greg Stukel | Maria Limonciello |
| | Brian Bottomley | Gloria Zimmer |
| | John Donato | Kellye Keyes |
| | Contract Services | Micheal Greer |
| | Marilyn Kossmann | Joanne Fehn |
| | Rocco Zuccherro | |

02.4029.03 LT_Tollway_PDK_4029RuettigerTonelli&Assoc_NTP_04302012



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

March 28, 2012

Matt Brown
Chief Procurement Officer
Illinois Central Management Services
Executive Ethics Commission
712 Stratton Building
Springfield, Illinois 62706

Re: 50-35 Potential Conflict of Interest

Dear Mr. Matt Brown,

In accordance with the requirements of Section 50-35 of the Illinois Procurement Code, I have reviewed your request received March 26, 2012 and understand the facts to be as follows:

- 1) The Illinois Toll Highway Authority has issued a request for a review and comment on potential conflicts of interest disclosed by Ruettiger, Tonelli & Associates, Inc.
- 2) The contract pertains to Consultant Services for Surveying and Land Acquisition Services.
- 3) Ruettiger, Tonelli & Associates, Inc was selected using QBS.
- 4) The disclosure form submitted on behalf of Ruettiger, Tonelli & Associates, Inc indicates the following:
 - a. John P. Zediker, who has stock ownership in the vendor disclosed he serves as a DuPage County Board member and has held the position since 2009.
- 5) The Illinois Toll Highway Authority confirmed that none of the disclosed individuals were in a position to influence the award of this contract. The Illinois Toll Highway Authority and CPO Matt Brown indicate that it would be in the best interest of the State to approve this conflict of interest due to the using agency's needs and the value of the contract.

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

Review and Comment

After careful review of the documentation provided, I do not view the relationships disclosed above as creating a conflict of interest sufficient to preclude the Illinois Toll Highway Authority from entering into a contract with Ruettiger, Tonelli & Associates, Inc for the services outlined in your letter received March 26, 2012.

Sincerely, 

Aaron Carter
Executive Director



State of Illinois

Chief Procurement Office General Services

Matt Brown, Chief Procurement Officer

March 19, 2012

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

RE: 50-35 Potential Conflict of Interest
Ruettiger, Tonelli & Associates, Inc.

Dear Procurement Policy Board:


Pursuant to Section 50-35(d) of the Illinois Procurement Code, this letter will serve as a request for review and comment on a potential conflict of interest disclosed by Ruettiger, Tonelli & Associates, Inc. (Vendor). The term of the contract begins April 1, 2012 and ends March 31, 2019. The amount of the contract is estimated to be \$3,400,000.00.

Ruettiger, Tonelli & Associates, Inc. which has been awarded a contract has identified on the disclosure form the following potential conflict of interest:

- John P. Zediker, who has a stock ownership in Ruettiger, Tonelli & Associates, Inc., has identified he is a Dupage County Board Member since 2009, representing District 5.

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

Sincerely,


Matt Brown
Chief Procurement Officer

401 South Spring Street
712 Stratton Office Building
Springfield, Illinois 62706
(217) 558-2231
(217) 558-2164 Facsimile

CONFLICT OF INTEREST REVIEW REQUEST FORM

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

CONTRACTING AGENCY INFORMATION

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

SELECTED VENDOR INFORMATION

Name of Vendor: Ruettiger, Tonelli & Associates, Inc.
Address: 2174 Oneida Street City/State: Joliet / IL
Contact Person: Ronald Hodgen Title: Vice President
Phone: (815) 744-6600 Fax: (815) 744-0101
Email: rhodgen@ruettigertonelli.com
Procurement Bulletin Reference Number: 22023217 Date Posted to Bulletin: 11/18/2011

CONTRACT INFORMATION

Describe the need for this procurement or proposed contract: This request is for a Professional Services Contract with Ruettiger, Tonelli & Associates, Inc. for Surveying Services and Land Acquisition Services Upon Request, Systemwide.

Scope of work: Engineering services are required to provide surveying services on an upon request basis. Work tasks may include preparation of plats and legals, engineering surveys, aerial surveys, land acquisition assistance, negotiations, appraisals, other consulting and/or technical services to include surveying and land acquisition services.

The work generally encompasses surveying, drafting legal descriptions, and land acquisition services for the following projects that shall include but not be limited to the following:

1. Jane Addams Memorial Tollway Widening and Reconstruction.
2. I-294/ I-57 Interchange.
3. Elgin O'Hare Western Bypass.
4. Maintenance Facilities.

Firms must be prequalified by IDOT in the following category:

Special Services (Surveying)

In addition to the above prequalifications, the Firm (or its subconsultants) must be Illinois Certified General Appraisers licensed per (225 ILCS 458/) Real Estate Appraiser Licensing Act of 2002 and must be in and show compliance with the Appraiser Management Company Registration Act (PA 097-602) enacted August 26, 2011 and effective January 1, 2012.

Total Contract Amount (Estimate if actual is unknown): \$ 3,400,000.00

Contract Begin Date: 4/1/2012

Contract End Date: 3/31/2019

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

PROCUREMENT PROCESS

What was the method of procurement used to select this vendor? Ruettiger, Tonelli & Associates, Inc was selected through the qualifications based selection process as solicited through the Tollway's Professional Services Bulletin (PSB) 11-4. Ruettiger was selected as the firm most qualified to perform the scope of work outlined in the PSB. The firm's knowledge and expertise was considered during the selection process.

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

Were any vendors disqualified? Yes If yes, please explain why. Missing Board of Elections Registration Certificate

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

Were there any instances of low vendor rejections? N/A If yes, please explain why.

EXPLANATION OF POTENTIAL CONFLICTS OF INTEREST

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

Identified elective status; the holding of elective office of the State of Illinois currently or in the previous 3 years for its employee, John P. Zediker.

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

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

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

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

See above described need for this contract.

AGENCY/UNIVERSITY REPRESENTATIVE SIGNATURE



Agency/University Representative Signature

Paul D. Kovacs, P.E.

Agency/University Representative Printed Name

3/5/12

Date

630-241-6800, ext.3901

Agency/University Representative Telephone

pkovacs@getpass.com

Agency/University Representative Email Address

CPO SIGNATURE REQUIRED



CPO Signature

Matt Brown

CPO Printed Name

3/26/12

Date

621558-2231

CPO Telephone Number

Matt.Brown@illinois.gov

CPO Email Address



Ruettiger, Tonelli & Associates, Inc.

Engineers • Surveyors • Planners • Landscape Architects • GIS Consultants

Ms. Stella Banak
General Manager of Engineering
Illinois Tollway
2700 Ogden Avenue
Downers Grove, IL 60515

March 5, 2012

RE: Potential Conflict of Interest Packet – Contract #I-11-4029

Dear Ms. Banak,

In response to your request regarding the elective status of John P. Zediker, we would note that Mr. Zediker has held the position of DuPage County Board Member since 2009, representing District 5. To the best of our knowledge Mr. Zediker's elective status in DuPage County had no bearing on any Illinois Highway Toll Authority decisions regarding contract #I-11-4029.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Tonelli', is written over the word 'Sincerely,'.

Rodney Tonelli
President

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11:52 02/17/12

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VENDOR NUMBER= [REDACTED]

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VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 02/17/12 AT 11:53 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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SERVICES PROGRAMS PRESS PUBLICATIONS DEPARTMENTS CONTACT

CORPORATION FILE DETAIL REPORT

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|-------------------------------|---------------------------------------|--------------------------|--|
| Entity Name | RUETTIGER, TONELLI & ASSOCIATES, INC. | File Number | 61320482 |
| Status | ACTIVE | | |
| Entity Type | CORPORATION | Type of Corp | DOMESTIC BCA |
| Incorporation Date (Domestic) | 11/09/2000 | State | ILLINOIS |
| Agent Name | EDWARD J JAROT JR | Agent Change Date | 10/16/2006 |
| Agent Street Address | 822 INFANTRY DR STE 104 | President Name & Address | RODNEY TONELLI 2174 ONEIDA ST JOLIET IL 60435 |
| Agent City | JOLIET | Secretary Name & Address | RICHARD WITT SAME |
| Agent Zip | 60435 | Duration Date | PERPETUAL |
| Annual Report Filing Date | 12/29/2011 | For Year | 2011 |
| Old Corp Name | 01/02/2001 - TRA, INC. | | |

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CORPORATION FILE DETAIL REPORT

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|-------------------------------|--|--------------------------|--|
| Entity Name | CLAASSEN, WHITE & ASSOCIATES, P.C. | File Number | 59203126 |
| Status | ACTIVE | | |
| Entity Type | CORPORATION | Type of Corp | DOMESTIC BCA |
| Incorporation Date (Domestic) | 01/08/1997 | State | ILLINOIS |
| Agent Name | MICHELE S KURLANDER | Agent Change Date | 05/24/2005 |
| Agent Street Address | 155 N MICHIGAN AVE, STE 620 | President Name & Address | RHONDA J WHITE 121 AIRPORT DRIVE UNIT 1 JOLIET 60431 |
| Agent City | CHICAGO | Secretary Name & Address | DAVID A CLAASSEN SAME |
| Agent Zip | 60601 | Duration Date | PERPETUAL |
| Annual Report Filing Date | 12/29/2011 | For Year | 2012 |
| Old Corp Name | 02/11/2004 - CLAASSEN AND ASSOCIATES, P.C. | | |

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DISCLAIMER:

AS OF 02/17/12 AT 11:58 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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CORPORATION FILE DETAIL REPORT

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|-------------------------------|---|--------------------------|--|
| Entity Name | CIVILTECH ENGINEERING, INC. | File Number | 55255229 |
| Status | ACTIVE | | |
| Entity Type | CORPORATION | Type of Corp | DOMESTIC BCA |
| Incorporation Date (Domestic) | 10/12/1988 | State | ILLINOIS |
| Agent Name | JOHN L BREITSAMETER | Agent Change Date | 04/16/2009 |
| Agent Street Address | 450 E DEVON AVE STE 300 | President Name & Address | JOHN L BREITSAMETER 450 EAST DEVON AVE #300 ITASCA 60143 |
| Agent City | ITASCA | Secretary Name & Address | GARY P OVERBAY SAME |
| Agent Zip | 60143 | Duration Date | PERPETUAL |
| Annual Report Filing Date | 09/30/2011 | For Year | 2011 |
| Old Corp Name | 05/05/1992 - CIVIL TECH ENGINEERING, INC. | | |

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DISCLAIMER:

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CORPORATION FILE DETAIL REPORT

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|-------------------------------|--|--------------------------|---|
| Entity Name | SANTACRUZ ASSOCIATES, LTD. | File Number | 57085487 |
| Status | ACTIVE | | |
| Entity Type | CORPORATION | Type of Corp | DOMESTIC BCA |
| Incorporation Date (Domestic) | 12/03/1992 | State | ILLINOIS |
| Agent Name | J STEVE SANTACRUZ | Agent Change Date | 10/01/2010 |
| Agent Street Address | 2650 VALOR DRIVE | President Name & Address | J STEVE SANTACRUZ 2650 VALOR DR GLENVIEW IL 60026 |
| Agent City | GLENVIEW | Secretary Name & Address | J STEVE SANTACRUZ SAME |
| Agent Zip | 60026 | Duration Date | PERPETUAL |
| Annual Report Filing Date | 01/03/2012 | For Year | 2011 |
| Old Corp Name | 05/03/2001 - J. STEVE SANTACRUZ & ASSOCIATES, LTD. | | |

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CORPORATION FILE DETAIL REPORT

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| Entity Name | SWANSON AND BROWN, LTD. | File Number | 53846394 |
| Status | ACTIVE | | |
| Entity Type | CORPORATION | Type of Corp | DOMESTIC BCA |
| Incorporation Date (Domestic) | 05/15/1985 | State | ILLINOIS |
| Agent Name | THOMAS A BROWN | Agent Change Date | 04/26/1996 |
| Agent Street Address | 12600 S HARLEM AVE STE 202 | President Name & Address | THOMAS A BROWN 12600 S HARLEMAVE #202 PALOS HEIGHTS 60463 |
| Agent City | PALOS HEIGHTS | Secretary Name & Address | THOMAS A BROWN SAME |
| Agent Zip | 60463 | Duration Date | PERPETUAL |
| Annual Report Filing Date | 03/30/2011 | For Year | 2011 |

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CORPORATION FILE DETAIL REPORT

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|-------------------------------|-----------------------------|--------------------------|---|
| Entity Name | T ENGINEERING SERVICE, LTD. | File Number | 50139719 |
| Status | ACTIVE | | |
| Entity Type | CORPORATION | Type of Corp | DOMESTIC BCA |
| Incorporation Date (Domestic) | 12/06/1972 | State | ILLINOIS |
| Agent Name | CAROL M TADROWSKI | Agent Change Date | 06/21/2007 |
| Agent Street Address | 3500 W PETERSON AVE 404 | President Name & Address | FRED T TADROWSKI 3500 W PETERSON STE404 CHICAGO 60659 |
| Agent City | CHICAGO | Secretary Name & Address | CAROL M TADROWSKI SAME |
| Agent Zip | 60659 | Duration Date | PERPETUAL |
| Annual Report Filing Date | 11/15/2011 | For Year | 2011 |

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CORPORATION FILE DETAIL REPORT

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|-------------------------------|-----------------------------|--------------------------|---|
| Entity Name | LORENZ AND ASSOCIATES, LTD. | File Number | 52843928 |
| Status | ACTIVE | | |
| Entity Type | CORPORATION | Type of Corp | DOMESTIC BCA |
| Incorporation Date (Domestic) | 09/01/1982 | State | ILLINOIS |
| Agent Name | JOHN J PIKARSKI, JR | Agent Change Date | 09/08/2005 |
| Agent Street Address | 303 W MADISON #1800 | President Name & Address | FRANCIS LORENZ JR 6331 N KNOX CHICAGO 60646 |
| Agent City | CHICAGO | Secretary Name & Address | ELAINE LORENZ SAME |
| Agent Zip | 60606 | Duration Date | PERPETUAL |
| Annual Report Filing Date | 08/30/2011 | For Year | 2011 |

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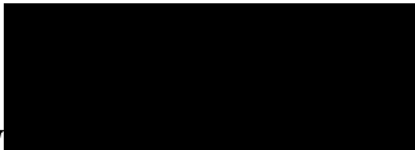
RESOLUTION NO. 19640

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority ("Tollway") to obtain Surveying Services for Surveying and Land Acquisition Services Upon Request Systemwide, Contract No. I-11-4029. Ruettiger, Tonelli & Associates, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$3,400,000. 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 Ruettiger, Tonelli & Associates, Inc. to provide Surveying Services, Contract No. I-11-4029, with an upper limit of compensation not to exceed \$3,400,000, 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

DESIGN UPON REQUEST
DESIGN SECTION ENGINEER AGREEMENT

THIS AGREEMENT made and entered into this **23rd** day of **February, 2012**, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and **RUETTIGER, TONELLI & ASSOCIATES, 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 **February 10, 2012**, to provide design section engineering services for Contract No. **I-11-4029 for Surveying and Land Acquisition Services Upon Request, Systemwide**; and

WHEREAS, DESIGN SECTION ENGINEER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 11-4, Item 15**, staffed with professional licensed engineers, experienced and able to perform the engineering design services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

A. The DESIGN SECTION ENGINEER shall perform all design section engineering services for Contract No. **I-11-4029 for Surveying and Land Acquisition Services Upon Request, Systemwide** in accordance with the requirements and terms of this Agreement and the proposal from the DESIGN SECTION ENGINEER of **February 10, 2012**, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the term or terms of this Agreement shall govern and prevail.

B. All services performed by DESIGN SECTION ENGINEER shall be performed according to professional standards and in accordance with the Design Section Engineer's Manual for The Illinois State Toll Highway Authority, June 2006 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 February 24, 2012** and ending **March 31, 2019**, in accordance with the schedule included in the attached proposal. Should circumstances arise, the Chief Engineer of the TOLLWAY may, at his discretion and with consent of the DESIGN SECTION ENGINEER, renew this contract for two additional one year terms or one additional two year term, as agreed upon by the Parties.

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

ARTICLE III

Compensation

The DESIGN SECTION ENGINEER shall perform all engineering design services as required herein, and the TOLLWAY shall pay the DESIGN SECTION ENGINEER as compensation therefor, the DESIGN SECTION ENGINEER'S actual payroll cost times a multiplier of **2.8000** and certain direct expenses (as shown in Exhibit "1") with an upper limit of compensation of **Three Million Four-Hundred Thousand Dollars and No Cents (\$3,400,000.00)**. 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 – "Upon Request" Contracts

The DESIGN SECTION ENGINEER understands that this is an "assignment(s) upon request" contract wherein the DESIGN SECTION ENGINEER will be assigned various tasks over the duration of this Contract. Thus, the extent of services will not be determined until such time that a task has been assigned by the TOLLWAY. Upon

assignment of a Task, the DESIGN SECTION ENGINEER shall meet with representatives of the TOLLWAY; prepare a scope of services to complete the task; and submit a Proposal for the services to be performed. The DESIGN SECTION ENGINEER shall perform the task for not more than the total proposed task fee as authorized by the TOLLWAY. In no event will the DESIGN SECTION ENGINEER be entitled to additional compensation due to its errors in estimating the time, costs or expertise required to complete the task assignments. Only upon a change in the scope of task services, as documented in writing by the DESIGN SECTION ENGINEER and subsequently approved in writing by the Chief Engineer, will any additional fees be approved. The total compensation for the entirety of all task assignments shall not be in excess of **Three Million Four-Hundred Thousand Dollars and No Cents (\$3,400,000.00)** being the amount set as the Upper Limit of Compensation for this Contract.

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. *Ruettiger, Tonelli & Associates, Inc.* consents to the exclusive jurisdiction and venue of the courts located in DuPage County, State of Illinois.

ARTICLE VI

Responsibility for Injuries and Damages

The DESIGN SECTION ENGINEER shall be responsible for all injuries to persons and damages to property due to the activities of the DESIGN SECTION ENGINEER, its associates, agents or employees, in connection with an error, omission, intentional, willful, wanton or negligent act(s), and shall be responsible for all parts of its work, both temporary and permanent, relating to the performance of any services under this Agreement or in connection therewith. It is expressly understood that the DESIGN SECTION ENGINEER shall indemnify and save harmless the TOLLWAY, its Directors and employees from claims, suits, actions, damages, costs and fees arising from, growing out of an error, omission, intentional, willful, wanton or negligent act(s) of the DESIGN SECTION ENGINEER under this Agreement, to the maximum extent permitted by law, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage

hereinafter provided. Nothing herein contained shall be construed as prohibiting the TOLLWAY, its Directors or the employees from defending any actions and suits brought against them or any of them or from employing their own counsel in defense of all such actions and suits. It is understood and agreed that the DESIGN SECTION ENGINEER is an independent contractor and as such is solely responsible for all of its activities hereunder.

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 Statute.

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 Engineers Manual, June 2006 and as revised thereafter.

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

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

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

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

B. Termination for Cause

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

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

TOLLWAY to remedy such default within five (5) days after written notice thereof from TOLLWAY.

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

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

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

C. Termination due to Lack of an Appropriation

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

ARTICLE XIV

Solicitations

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

ARTICLE XV

Comptroller Requirements for Contracts

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

ARTICLE XVI

Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the DESIGN SECTION ENGINEER at **Ruettiger, Tonelli & Associates, Inc., 2174 Oneida Street, Joliet, IL 60435** or to the Chief Engineer at 2700 Ogden Avenue, Downers Grove, Illinois 60515. Either party may change the place to which notices hereunder may be addressed by written notice to the other party at any time or times.

ARTICLE XVII

Quality Assurance and Quality Control (QA/QC) Plan

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

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

ARTICLE XVIII

Miscellaneous

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

ARTICLE XIX

Inspector General

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

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT I-11-4029 the day and year first above written.


THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

RUETTIGER, TONELLI & ASSOCIATES,
INC.


Chair/Executive Director - Signature Date
Paula Wolff/Kristi Lafleur 4/30/12


President - Signature Date
2/16/12


Robney A. Tonelli
Printed Name as Signed Above

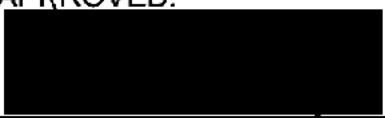
APPROVED:

Kellye K. Jackson, SPO
Signature Date
4/25/12


ATTEST:

Secretary - Signature Date
2-16-2012 (Seal)

Richard M. Witt
Printed Name as Signed Above

APPROVED:

Chief of Finance - Signature Date
Michael Colsch 4/20/12

APPROVED:

Acting General Counsel - Signature Date
Elizabeth M.S. Looby
DAVID A. GOLDBERG 4/24/12

Approved as to Form and Constitutionality

Attorney General, State of Illinois - Robert Lane - Signature Date
4-20-2012

DESIGN SECTION ENGINEER PROPOSAL

FOR CONTRACT NUMBER I-11-4029

This proposal, dated February 10, 2012, is submitted by Ruettiger, Tonelli & Associates, Inc. of Joliet, Illinois for Design Section Engineer's Service.

LOCATION OF DESIGN SECTION

The location of the construction Contracts for which we propose to provide Design Section Engineering Services is systemwide within the Illinois State Toll Highway Authority's service area.

SCOPE OF DESIGN SECTION ENGINEERING SERVICES

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

RESPONSIBILITY

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

FEE PROPOSAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The DESIGN SECTION ENGINEER understands that the contract is between the TOLLWAY and the DESIGN SECTION ENGINEER. The DESIGN SECTION ENGINEER is

responsible for monitoring and managing the work and budget of all subcontractors.

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

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the DESIGN SECTION ENGINEER, for all costs, shall be \$ 3,400,000 (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 must be submitted by the DESIGN SECTION ENGINEER for the TOLLWAY's approval prior to commencement of the work.

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

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

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

The DESIGN SECTION ENGINEER shall not proceed with any of the items of work which he/she believes are not included in the Scope Of Work until he/she submits the above notification and receives the written Authorization To Proceed from the Chief Engineer of

the TOLLWAY. If additional funds are required for the supplemental work, this Authorization to Proceed must receive the required TOLLWAY approvals authorizing the funds for the supplemental work.

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

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

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

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

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

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

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

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

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

Any adjustment shall be submitted on a final invoice for any underpayment or overpayment to the DESIGN SECTION ENGINEER or its sub-contractors. The DESIGN SECTION ENGINEER shall promptly reimburse the TOLLWAY for any overpayment, or the TOLLWAY may deduct any overpayment from any funds due the DESIGN SECTION ENGINEER whether those funds are due under this contract or other contracts to which the DESIGN SECTION ENGINEER is a party either directly or as a subcontractor. In the event the DESIGN SECTION ENGINEER fails or refuses to reimburse the TOLLWAY for an overpayment, the DESIGN SECTION ENGINEER shall be responsible for all costs, including attorney fees, incurred by the ILLINOIS TOLLWAY to collect such overpayment. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the TOLLWAY for recovery of any funds paid by the TOLLWAY under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

THIS PROPOSAL FOR DESIGN SECTION ENGINEERING SERVICES FOR

CONTRACT I-11-4029

SUBMITTED BY:


FIRM NAME: Ruettiger, Tonelli & Associates, Inc. _____

ADDRESS: 2174 Oneida Street _____

CITY, STATE: Joliet, Illinois 60435 _____

TELEPHONE: (815) 744-6600 _____

FACSIMILE: (815) 744-0101 _____

SIGNED BY:  Ronald F. Hodgen _____

TITLE: Vice President _____

Client#: 10578

RUETTONE

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/18/2012

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

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

| PRODUCER Euclid Insurance Services, Inc 234 Spring Lake Dr Itasca, IL 60143 | CONTACT NAME: PHONE (A/C, No, Ext): 630 694-3700 FAX (A/C, No): 630 773-4075 E-MAIL: ADDRESS: | | | | | | | | | | | | | | | | | | | | |
|---|--|-------------------------------|--|--------|------------|--------------------------------|-------|------------|---------------------------------|-------|------------|---------------------------------|-------|------------|--|--|------------|--|--|------------|--|
| | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Travelers Property Casualty Co</td> <td>25674</td> </tr> <tr> <td>INSURER B:</td> <td>The Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C:</td> <td>Travelers Casualty/Surety-Amer.</td> <td>31194</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: | Travelers Property Casualty Co | 25674 | INSURER B: | The Travelers Indemnity Company | 25658 | INSURER C: | Travelers Casualty/Surety-Amer. | 31194 | INSURER D: | | | INSURER E: | | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | |
| INSURER A: | Travelers Property Casualty Co | 25674 | | | | | | | | | | | | | | | | | | | |
| INSURER B: | The Travelers Indemnity Company | 25658 | | | | | | | | | | | | | | | | | | | |
| INSURER C: | Travelers Casualty/Surety-Amer. | 31194 | | | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | |
| INSURED Ruettiger, Tonelli & Associates, Inc. 2174 Oneida St Joliet, IL 60435 | | | | | | | | | | | | | | | | | | | | | |


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|----------|--|--|---------------|-------------------------|-------------------------|---|-----------------------------|-----------|
| A | GENERAL LIABILITY | Y | 6806787L293 | 11/01/2011 | 11/01/2012 | EACH OCCURRENCE | \$1,000,000 | |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$1,000,000 | |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | MED EXP (Any one person) | \$10,000 | |
| | <input checked="" type="checkbox"/> Additional Insured - Primary/Non-Contr. | | | | | PERSONAL & ADV INJURY | \$1,000,000 | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | GENERAL AGGREGATE | \$2,000,000 | |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 | |
| | | | | | | | \$ | |
| A | AUTOMOBILE LIABILITY | Y | BA6972L892 | 11/01/2011 | 11/01/2012 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 | |
| | <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS | | | | | BODILY INJURY (Per person) | \$ | |
| | <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS | | | | | BODILY INJURY (Per accident) | \$ | |
| | | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | | | | | | | \$ | |
| B | UMBRELLA LIAB | Y | CUP7902Y404 | 11/01/2011 | 11/01/2012 | EACH OCCURRENCE | \$4,000,000 | |
| | <input checked="" type="checkbox"/> EXCESS LIAB | | | | | AGGREGATE | \$4,000,000 | |
| | <input type="checkbox"/> CLAIMS-MADE | | | | | | \$ | |
| | DED: RETENTION \$ | | | | | | \$ | |
| B | WORKERS COMPENSATION AND EMPLOYERS LIABILITY | | UB7901Y991 | 11/01/2011 | 11/01/2012 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N | | | | N/A | E.L. EACH ACCIDENT | \$500,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$500,000 |
| C | Architects/Engrs. Professional Liability | | 105287784 | 05/22/2011 | 05/22/2012 | \$2,000,000 each claim / annual aggregate | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Professional Liability is written on a 'claims made' policy form.

Blanket Additional Insured coverage is provided to the Illinois State Toll Highway Authority with respect to General Liability provided that the named insured has agreed to provide this coverage because of a written contract or agreement via the provisions of CG D3 81 09 07.

| | |
|--|--|
| CERTIFICATE HOLDER | CANCELLATION |
| Illinois State Toll Highway Auth Attn: Robert Flaska 2700 Ogden Ave Downers Grove, IL 60515 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |

LIC PAGE 9 OF 222 EXHIBIT T

CERTIFICATION/DISCLOSURE FORMS



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

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

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

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

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

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

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

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

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

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

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

7. Vendor certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
9. If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).
10. Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5e).
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the contract being declared void.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).
14. Vendor certifies it has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
15. Vendor certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).
17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
18. In accordance with the Steel Products Procurement Act, Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
19. a) If Vendor employs 25 or more employees and this contract is worth more than \$5000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
b) If Vendor is an individual and this contract is worth more than \$5000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).
20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
21. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
22. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

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

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

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

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

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

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

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

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

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered and has attached a copy of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

VENDOR (show Company name and DBA)

Ruettiger, Tonelli & Associates, Inc.

Signature _____

Printed Name Ronald F. Hodgen

Title Vice President

Date 12/15/2011

Address 2174 Oneida Street

Joliet, IL 60435

Certificate of Registration



Registration No. 10325

Ruettiger, Tonelli & Assc, Inc.

2174 Oneida St.

Joliet IL 60435

Information for this business last updated on:

Thursday, October 20, 2011

Certificate produced on Thursday, October 20, 2011 at 11:10 AM



EXHIBIT "1"
PAGE 13 OF 222

DEPARTMENT OF HUMAN RIGHTS (DHR) PUBLIC CONTRACT NUMBER

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

Name of Company (and DBA) Ruettiger, Tonelli & Associates, Inc.

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

DHR Public Contracts Number 110823-00

Or, if number has not yet been issued,

Date completed application for the number was submitted to DHR _____.

NOTICE:

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

You can obtain an application form by:

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

DISCLOSURES AND CONFLICTS OF INTEREST

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

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

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

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

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

Name of Vendor: Ruettiger, Tonelli & Associates, Inc.

D/B/A (if used): _____

Name of any Parent Organization: _____

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

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

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

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

OR

- b. If Vendor is a privately held corporation with more than 200 shareholders
- i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

- c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.
- i. For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

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

3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
 Yes No
4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?
 Yes No
5. If you responded yes to any of questions 1 - 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 16.3461%. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
 0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 2.0% _____ >2.0 to 3.0 % _____ > 3.0 to 4.0% _____ %
 >4.0 to 5.0% _____ and in additional 1% increments as appropriate _____ %
6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship Stock Partnership Other (explain) _____

Name: Rodney Tonelli

Address: _____

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

- (a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes No
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes No
- (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes No
- (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes No
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes No
- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No

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

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

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

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

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

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

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

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

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

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

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

- (1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;
or
- (2) the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

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

- There are no business operations that must be disclosed to comply with the above cited law.
- The following business operations are disclosed to comply with the above cited law:

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

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

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

DOT PTB 156/023
DOT PTB 161/014

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

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

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

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

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

This Disclosure is signed and made under penalty of perjury.

This Disclosure information is submitted on behalf of: Ruettiger, Tonelli & Associates, Inc.
(Vendor/Subcontractor Name)

Name of Authorized Representative: Ronald F. Hodgen
 Title of Authorized Representative: Vice President
 Signature of Authorized Representative: _____
 Date: December 15, 2011

(seal) Subscribed and sworn before me this: 15th day of December, 2011
 NANCY R. MURPHY
 NOTARY PUBLIC, STATE OF ILLINOIS
 MY COMMISSION EXPIRES 1/2/2013
 My Commission Expires: 01/02/2013

DISCLOSURES AND CONFLICTS OF INTEREST

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

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

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

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

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

Name of Vendor: Ruettiger, Tonelli & Associates, Inc.

D/B/A (if used): _____

Name of any Parent Organization: _____

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

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

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

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

OR

- b. If Vendor is a privately held corporation with more than 200 shareholders
- i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

- c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.
- i. For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.
1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
 Yes No
 2. Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?
 Yes No

3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
 Yes No
4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?
 Yes No
5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 16.3461%. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
 0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 2.0% _____ >2.0 to 3.0 % _____ > 3.0 to 4.0% _____ %
 >4.0 to 5.0% _____ and in additional 1% increments as appropriate _____ %
6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship Stock Partnership Other (explain) _____

Name: Kenneth J. Pesavento

Address: [REDACTED]

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

- (a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes No
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes No
- (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes No
- (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes No
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes No
- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No

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

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

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

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

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

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

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

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

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

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

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

- (1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral - extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;
or
- (2) the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

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

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

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

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

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

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

IDOT PTB 156/023

IDOT PTB 161/014

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

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

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

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

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

This Disclosure is signed and made under penalty of perjury.

This Disclosure information is submitted on behalf of: Ruettiger, Tonelli & Associates, Inc.

(Vendor/Subcontractor Name)

Name of Authorized Representative:

Ronald F. Hodgen

Title of Authorized Representative:

Vice President

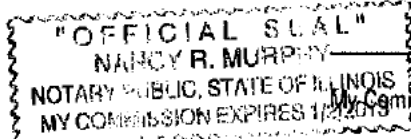
Signature of Authorized Representative:

Date:

December 15, 2011

Subscribed and sworn before me this 15th, day of December, 2011

(seal)



My Commission Expires: 01/02/2013

DISCLOSURES AND CONFLICTS OF INTEREST

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

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

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

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

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

Name of Vendor: Ruetiqer, Tonelli & Associates, Inc.

D/B/A (if used): _____

Name of any Parent Organization: _____

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

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

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

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

OR

- b. If Vendor is a privately held corporation with more than 200 shareholders
- i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

- c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.
- i. For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?

Yes No

2. Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?

Yes No

3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
 Yes No
4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?
 Yes No
5. If you responded yes to any of questions 1 - 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 15.3076%. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
 0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 2.0% _____ >2.0 to 3.0% _____ > 3.0 to 4.0% _____ %
 >4.0 to 5.0% _____ and in additional 1% increments as appropriate _____ %
6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship Stock Partnership Other (explain) _____

Name: John P. Zediker

Address: [REDACTED]

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

- (a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes No
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes No
- (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes No
- (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes No
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes No
- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No

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

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

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

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

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

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

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

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

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

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

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

- (1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral - extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;
or
- (2) the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

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

- There are no business operations that must be disclosed to comply with the above cited law.
- The following business operations are disclosed to comply with the above cited law:

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

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

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

IDOT PTB 156/023
IDOT PTB 161/014

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

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

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

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

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

This Disclosure is signed and made under penalty of perjury.

This Disclosure information is submitted on behalf of: Ruettiger, Tonelli & Associates, Inc. (Vendor/Subcontractor Name)

Name of Authorized Representative: Ronald F. Hodgen
 Title of Authorized Representative: Vice President
 Signature of Authorized Representative: _____
 Date: December 15, 2011

(seal)

Subscribed and sworn before me this 15th day of December, 2011
 OFFICIAL SEAL
NANCY H. MURPHY
 NOTARY PUBLIC, STATE OF ILLINOIS
 MY COMMISSION EXPIRES 12/31/13
 My Commission Expires: 01/02/2013

DISCLOSURES AND CONFLICTS OF INTEREST

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

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

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

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

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

Name of Vendor: Ruettiger, Tonelli & Associates, Inc.

D/B/A (if used): _____

Name of any Parent Organization: _____

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

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

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

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

OR

- b. If Vendor is a privately held corporation with more than 200 shareholders
- i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

- c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.
- i. For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?

Yes No

2. Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?

Yes No

3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
 Yes No
4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?
 Yes No
5. If you responded yes to any of questions 1 - 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 8.5000%. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
 0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 2.0% _____ >2.0 to 3.0 % _____ > 3.0 to 4.0% _____ %
 >4.0 to 5.0% _____ and in additional 1% increments as appropriate _____ %
6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship Stock Partnership Other (explain) _____

Name: Terrence P. Ruettiger

Address: [REDACTED]

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

- (a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes No
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes No
- (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes No
- (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes No
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes No
- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No
- (j) Relationship to anyone; spouse, father, mother, son, or daughter, who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No

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

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

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

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

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

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

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

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

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

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

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

- (1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral - extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;
or
- (2) the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

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

- There are no business operations that must be disclosed to comply with the above cited law.
- The following business operations are disclosed to comply with the above cited law:

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

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

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

IDOT PTB 156/023
IDOT PTB 161/014

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

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

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

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

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

This Disclosure is signed and made under penalty of perjury.

This Disclosure information is submitted on behalf of: Ruettiger, Tonelli & Associates, Inc. (Vendor/Subcontractor Name)

Name of Authorized Representative: Ronald F. Hodgen
 Title of Authorized Representative: Vice President
 Signature of Authorized Representative: _____
 Date: December 15, 2011

(seal)

Subscribed and sworn before me this 15th day of December, 2011
 NANCY B. MURPHY
 NOTARY PUBLIC, STATE OF ILLINOIS
 MY COMMISSION EXPIRES 01/02/2013
 My Commission Expires: 01/02/2013 Public

DISCLOSURES AND CONFLICTS OF INTEREST

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

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

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

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

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

Name of Vendor: Ruettiger, Tonelli & Associates, Inc.

D/B/A (if used): _____

Name of any Parent Organization: _____

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

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

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

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

OR

- b. If Vendor is a privately held corporation with more than 200 shareholders
- i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

- c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.
- i. For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

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

3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
 Yes No
4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?
 Yes No
5. If you responded yes to any of questions 1 - 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 8.5000%. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
 0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 2.0% _____ >2.0 to 3.0% _____ > 3.0 to 4.0% _____ %
 >4.0 to 5.0% _____ and in additional 1% increments as appropriate _____ %
6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship Stock Partnership Other (explain) _____

Name: Dennis G. Tonelli
 Address: _____

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

- (a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes No
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes No
- (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes No
- (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes No
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes No
- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No

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

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

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

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

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

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

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

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

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

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

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

- (1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral - extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;
or
- (2) the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

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

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

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

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

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

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

IDOT PTB 156/023

IDOT PTB 161/014

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

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

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

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

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

This Disclosure is signed and made under penalty of perjury.

This Disclosure information is submitted on behalf of: Ruettiger, Tonelli & Associates, Inc. (Vendor/Subcontractor Name)

Name of Authorized Representative: Ronald F. Hodgen
Title of Authorized Representative: Vice President
Signature of Authorized Representative: _____
Date: December 15, 2011

(seal)

Subscribed and sworn before me this 15th day of December, 2011
"OFFICIAL SEAL"
NANCY R. MURPHY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 01/02/2013
Notary Public

DISCLOSURES AND CONFLICTS OF INTEREST

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

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

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

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

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

Name of Vendor: Ruettiger, Tonelli & Associates, Inc.

D/B/A (if used): _____

Name of any Parent Organization: _____

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

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

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

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

OR

- b. If Vendor is a privately held corporation with more than 200 shareholders
- i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

- c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.
- i. For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?

Yes No

2. Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?

Yes No

3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
 Yes No
4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?
 Yes No
5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 6.000%. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
 0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 2.0% _____ >2.0 to 3.0 % _____ > 3.0 to 4.0% _____ %
 >4.0 to 5.0% _____ and in additional 1% increments as appropriate _____ %
6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship Stock Partnership Other (explain) _____

Name: Ronald F. Hodgen
 Address: [REDACTED]

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

- (a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes No
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes No
- (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes No
- (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes No
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes No
- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No

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

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

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

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

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

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

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

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

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

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

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

- (1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral - extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;
or
- (2) the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

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

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

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

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

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

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

IDOT PTB 156/023

IDOT PTB 161/014

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

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

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

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

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

This Disclosure is signed and made under penalty of perjury.

This Disclosure information is submitted on behalf of: Ruettiger, Tonelli & Associates, Inc.

Name of Authorized Representative:

Ronald F. Hodgen

Title of Authorized Representative:

Vice President

Signature of Authorized Representative:

Date:

December 15, 2011

Subscribed and sworn before me this 15th, day of December, 2011

(seal)

OFFICIAL SEAL
NANCY R. MURPHY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 01/02/2013

DISCLOSURES AND CONFLICTS OF INTEREST

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

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

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

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

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

Name of Vendor: Ruettiger, Tonelli & Associates, Inc.

D/B/A (if used): _____

Name of any Parent Organization: _____

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

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

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

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

OR

- b. If Vendor is a privately held corporation with more than 200 shareholders
- i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

- c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.
- i. For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.
1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
 Yes No
 2. Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?
 Yes No

3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
 Yes No
4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?
 Yes No
5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 6.000%. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
 0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 2.0% _____ >2.0 to 3.0 % _____ > 3.0 to 4.0% _____ %
 >4.0 to 5.0% _____ and in additional 1% increments as appropriate _____ %
6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship Stock Partnership Other (explain) _____

Name: Richard M. Witt
 Address: [REDACTED]

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

- (a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes No
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes No
- (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes No
- (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes No
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes No
- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No

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

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

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

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

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

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

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

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

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

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

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

- (1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral - extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;
or
- (2) the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

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

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

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

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

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

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

IDOT PTB 156/023

IDOT PTB 161/014

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

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

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

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

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

This Disclosure is signed and made under penalty of perjury.

This Disclosure information is submitted on behalf of: Ruettiger, Tonelli & Associates, Inc.

(Vendor/Subcontractor Name)

Name of Authorized Representative:

Ronald F. Hodgen

Title of Authorized Representative:

Vice President

Signature of Authorized Representative:

Date:

December 15, 2011

Subscribed and sworn before me this 15th day of December, 2011

(seal)

"OFFICIAL SEAL"
NANCY B. MURPHY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COM. EXPIRES 01/02/2013
Notary Public

DISCLOSURES AND CONFLICTS OF INTEREST

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

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

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

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

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

Name of Vendor: Ruettiger, Tonelli & Associates, Inc.

D/B/A (if used): _____

Name of any Parent Organization: _____

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

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

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

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

OR

- b. If Vendor is a privately held corporation with more than 200 shareholders
- i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

- c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.
- i. For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

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

3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
 Yes No
4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?
 Yes No
5. If you responded yes to any of questions 1 - 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 5.2307%. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
 0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 2.0% _____ >2.0 to 3.0% _____ > 3.0 to 4.0% _____ %
 >4.0 to 5.0% _____ and in additional 1% increments as appropriate _____ %
6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship Stock Partnership Other (explain) _____

Name: Joseph P. Borio

Address: [REDACTED]

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

- (a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes No
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes No
- (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes No
- (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes No
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes No
- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No

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

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

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

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

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

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

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

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

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

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

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

- (1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral - extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;
or
- (2) the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

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

- There are no business operations that must be disclosed to comply with the above cited law.
- The following business operations are disclosed to comply with the above cited law:

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

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

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

IDOT PTB 156/023
IDOT PTB 181/014

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

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

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

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

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

This Disclosure is signed and made under penalty of perjury.

This Disclosure information is submitted on behalf of: Ruettiger, Tonelli & Associates, Inc.
(Vendor/Subcontractor Name)

Name of Authorized Representative: Ronald F. Hodgen
Title of Authorized Representative: Vice President
Signature of Authorized Representative: _____
Date: December 15, 2011

(seal)

Subscribed and sworn before me this 15th day of December, 2011
NANCY R. MURPHY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 01/02/2013
Notary Public

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
 - If you are an individual, enter your name and SSN as it appears on your Social Security Card.
 - If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
 - If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
 - If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
 - For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: _____

Business Name: Ruettiger, Tonelli & Associates, Inc.

Taxpayer Identification Number:
 Social Security Number _____
 or
 Employer Identification Number [REDACTED]

Legal Status (check one):

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

Signature: [REDACTED]

Date: 12/15/2011



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

Date: 12/15/2011 **Project Number:** PTB 11-4 Item 15

Project Name: Surveying and Land Acquisition Services Upon Request-Systemwide

Sub-Consultant/Contractor Disclosure

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

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

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

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

Prime Consultant/Contractor: Ruettiger, Tonelli & Associates, Inc.

Federal Employment Identification Number (FEIN) [REDACTED]

E-Mail: rhodgen@ruettigertonelli.com

DELINQUENT DEBT REVIEW

PRIME CONTRACTOR

SUB-CONTRACTOR(S)

| <u>Sub-Consultant(s)/Contractor(s)</u> | <u>Sub-Consultant(s)/Contractor(s) FEIN</u> | <u>Address</u> | <u>Amount to be Paid (to extent known)</u> |
|--|---|--|--|
| Claassen, White & Assoc | [REDACTED] | 121 Airport Dr., Unit 1, Joliet, IL 60431 | 25% of contract |
| Civiltech, Inc. | [REDACTED] | 450 E. Devon, Suite 300, Itasca, IL 60143 | unknown |
| Santacruz Associates | [REDACTED] | 2650 Valor Drive, Glenview, IL 60026 | unknown |
| T Engineering | [REDACTED] | 3500 W. Peterson Ave., #404, Chicago, IL 60659 | unknown |
| Lorenz & Associates | [REDACTED] | 5901 N. Cicero Ave., #601, Chicago, IL 60646 | unknown |
| Swanson and Brown | [REDACTED] | 12600 S. Harlem Ave., Suite 202, Palos Heights, IL 60463 | unknown |

Sign [REDACTED]

Print

Ronald F. Hodgen

Date

03/05/2012

Prime Consultant/Contractor

Project Number: I-11-4029

Consultant: Ruettiger, Tonelli & Associates, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS | | | | | | | | | | | | TOTAL HOURS |
|---------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|------------|-------------|
| | Apr-12 | May-12 | Jun-12 | Jul-12 | Aug-12 | Sep-12 | Oct-12 | Nov-12 | Dec-12 | Jan-13 | Feb-13 | Mar-13 | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Route Surveys | 72 | 72 | 72 | 72 | 72 | 72 | 72 | 72 | 72 | 72 | 72 | 72 | 864 |
| Parcel Surveys | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 288 |
| Control Surveys | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 144 |
| Engineering Surveys | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 144 |
| ROW Monumentation | 41 | 41 | 41 | 41 | 41 | 41 | 41 | 41 | 41 | 41 | 41 | 45 | 496 |
| Misc. Staking | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 144 |
| Plats of Acquisition | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 144 |
| Plats of Highway | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 1080 |
| Misc. Plats | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 108 |
| Legal Descriptions | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 144 |
| GIS Services | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 108 |
| Project Admin | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 144 |
| TOTALS | 317 | 317 | 317 | 317 | 317 | 317 | 317 | 317 | 317 | 317 | 317 | 321 | 3808 |
| TOTAL ALL TASK WORKHOURS | | | | | | | | | | | | See Page 5 | |

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

Date Revised 02/11/10

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 EXHIBIT "1"

Project Number: I-11-4029

Consultant: Ruettiger, Tonelli & Associates, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | Apr-13 | May-13 | Jun-13 | Jul-13 | Aug-13 | Sep-13 | Oct-13 | Nov-13 | Dec-13 | Jan-14 | Feb-14 | Mar-14 | TOTAL HOURS |
|---------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|
| | MONTHS | | | | | | | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Route Surveys | 72 | 72 | 72 | 72 | 72 | 72 | 72 | 72 | 72 | 72 | 72 | 72 | 864 |
| Parcel Surveys | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 288 |
| Control Surveys | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 144 |
| Engineering Surveys | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 144 |
| ROW Monumentation | 41 | 41 | 41 | 41 | 41 | 41 | 41 | 41 | 41 | 41 | 41 | 45 | 496 |
| Misc. Staking | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 144 |
| Plats of Acquisition | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 144 |
| Plats of Highway | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 1080 |
| Misc. Plats | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 108 |
| Legal Descriptions | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 144 |
| GIS Services | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 108 |
| Project Admin | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 144 |
| TOTALS | 317 | 317 | 317 | 317 | 317 | 317 | 317 | 317 | 317 | 317 | 317 | 321 | 3808 |
| TOTAL ALL TASK WORKHOURS | | | | | | | | | | | | | See Page 5 |

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

Date Revised 02/11/10

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 EXHIBIT "1"

Project Number: I-11-4029

Consultant: Ruettiger, Tonelli & Associates, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | Apr-14 | May-14 | Jun-14 | Jul-14 | Aug-14 | Sep-14 | Oct-14 | Nov-14 | Dec-14 | Jan-15 | Feb-15 | Mar-15 | TOTAL HOURS |
|----------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|
| | MONTHS | | | | | | | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Route Surveys | 72 | 72 | 72 | 72 | 72 | 72 | 72 | 72 | 72 | 72 | 72 | 72 | 864 |
| Parcel Surveys | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 288 |
| Control Surveys | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 144 |
| Engineering Surveys | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 144 |
| ROW Monumentation | 41 | 41 | 41 | 41 | 41 | 41 | 41 | 41 | 41 | 41 | 41 | 45 | 496 |
| Misc. Staking | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 144 |
| Plats of Acquisition | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 144 |
| Plats of Highway | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 1080 |
| Misc. Plats | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 108 |
| Legal Descriptions | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 144 |
| GIS Services | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 108 |
| Project Admin | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 144 |
| TOTALS | 317 | 317 | 317 | 317 | 317 | 317 | 317 | 317 | 317 | 317 | 317 | 321 | 3808 |

TOTAL ALL TASK WORKHOURS See Page 5

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

Date Revised 02/11/10

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EXHIBIT "1"

Project Number: I-11-4029

Consultant: Ruettiger, Tonelli & Associates, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | Apr-15 | May-15 | Jun-15 | Jul-15 | Aug-15 | Sep-15 | Oct-15 | Nov-15 | Dec-15 | Jan-16 | Feb-16 | Mar-16 | TOTAL HOURS |
|----------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|
| | MONTHS | | | | | | | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Route Surveys | 72 | 72 | 72 | 72 | 72 | 72 | 72 | 72 | 72 | 72 | 72 | 72 | 864 |
| Parcel Surveys | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 288 |
| Control Surveys | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 144 |
| Engineering Surveys | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 144 |
| ROW Monumentation | 41 | 41 | 41 | 41 | 41 | 41 | 41 | 41 | 41 | 41 | 41 | 45 | 496 |
| Misc. Staking | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 144 |
| Plats of Acquisition | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 144 |
| Plats of Highway | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 1080 |
| Misc. Plats | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 108 |
| Legal Descriptions | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 144 |
| GIS Services | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 108 |
| Project Admin | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 144 |
| TOTALS | 317 | 317 | 317 | 317 | 317 | 317 | 317 | 317 | 317 | 317 | 317 | 321 | 3808 |

TOTAL ALL TASK WORKHOURS See Page 5

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

Date Revised 02/11/10

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 EXHIBIT "A"

Project Number: I-11-4029

Consultant: Ruettiger, Tonelli & Associates, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | Apr-16 | May-16 | Jun-16 | Jul-16 | Aug-16 | Sep-16 | Oct-16 | Nov-16 | Dec-16 | Jan-17 | Feb-17 | Mar-17 | TOTAL HOURS |
|---------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|------------------|-------------|
| | MONTHS | | | | | | | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Route Surveys | 72 | 72 | 72 | 72 | 72 | 72 | 72 | 72 | 72 | 72 | 72 | 72 | 864 |
| Parcel Surveys | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 288 |
| Control Surveys | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 144 |
| Engineering Surveys | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 144 |
| ROW Monumentation | 41 | 41 | 41 | 41 | 41 | 41 | 41 | 41 | 41 | 41 | 41 | 45 | 496 |
| Misc. Staking | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 144 |
| Plats of Acquisition | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 144 |
| Plats of Highway | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 1080 |
| Misc. Plats | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 108 |
| Legal Descriptions | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 144 |
| GIS Services | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 108 |
| Project Admin | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 14 | 146 |
| TOTALS | 317 | 317 | 317 | 317 | 317 | 317 | 317 | 317 | 317 | 317 | 317 | 323 | 3810 |
| TOTAL ALL TASK WORKHOURS | | | | | | | | | | | | 19,042.00 | |

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

Date Revised 02/11/10

PAGE 53 OF 222
 EXHIBIT "1"

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

| | |
|--|---|
| Total Work Hours: <u>19,042.00</u> (From Exhibit A) | Total Dollars: <u>\$ 596,285.00</u> (From Exhibit C-3) |
| Multiplier to be used on this project: Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO) | <u>2.80</u> |
| DIRECT REGULAR SALARY TIMES MULTIPLIER | <u>\$ 1,669,598.00</u> |

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Consultant listed above.)

* TOTAL DIRECT COSTS (from Exhibit D) \$ 64,402.00

C. SERVICES BY OTHERS (List all Subconsultants)

| | |
|---|----------------------|
| <u>Classen, White & Associates, PC.</u> | <u>\$ 850,000.00</u> |
| <u>Santacruz Associates, Ltd</u> | <u>\$ 255,000.00</u> |
| <u>Civiltech Engineering, Inc</u> | <u>\$ 204,000.00</u> |
| <u>Swanson and Brown</u> | <u>\$ 153,000.00</u> |
| <u>T Engineering Service, Ltd</u> | <u>\$ 102,000.00</u> |
| <u>Lorenz & Associates, Ltd.</u> | <u>\$ 102,000.00</u> |
| <u></u> | <u>\$ -</u> |
| <u></u> | <u>\$ -</u> |

TOTAL SERVICES BY OTHERS (from Exhibit H) \$ 1,666,000.00

D. ADDITIONAL SERVICES (Requires Prior Authorization)

\$ -

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 3,400,000.00

Date: 1/30/2012

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

| Classification | Name (See note 1 below) | Current Hourly Rate | Classification Average Rate (see note 2 below) | Eligible For Prem. O/T? |
|-------------------|-------------------------|---------------------|--|-------------------------|
| Project Principal | John Zediker | 46.15 | 46.15 | No |
| Project Manager | Ronald Hodgen | 37.75 | 40.67 | Yes |
| | Kenneth Pesavento | 43.59 | | |
| Project Surveyor | Richard Witt | 36.10 | 31.60 | Yes |
| | Eric Cox | 29.07 | | |
| | David Zientek | 29.63 | | |
| Survey Crew Chief | Joseph Borio | 30.45 | 30.30 | Yes |
| | Allen Kuban | 30.14 | | |
| Instrument Person | Justin Hill | 15.81 | 16.58 | Yes |
| | Carl Slick | 17.35 | | |
| Survey Technician | Theresa Whitney | 23.35 | 28.28 | Yes |
| | Randy Peeples | 29.73 | | |
| | Eric Hawkinson | 27.60 | | |
| | Michael Dahm | 32.45 | | |
| Clerical | Ana Lockwood | 16.62 | 15.32 | Yes |
| | Anne Hill | 14.02 | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

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

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

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

Project No.: I-11-4029

Consultant: Ruettiger, Tonelli & Associates, Inc

Date: 2/8/2012

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 NO. OF MONTHS
 SCHEDULED START DATE: 4/1/2012
 RAISE DATE: 1/1/2013
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR

| Date | | Date | | Date | | Date | | Date | | Date | |
|---------------------|------------|---------------------------------|------------|--------------------------------|------------|---------------------------------|------------|--------------------------------|------------|--------------------------------|-----------|
| 4/1/2012 | 12/31/2012 | 1/1/2013 | 12/31/2013 | 1/1/2014 | 12/31/2014 | 1/1/2015 | 12/31/2015 | 1/1/2016 | 12/31/2016 | 1/1/2017 | 3/31/2017 |
| 9.0 | | 12.0 | | 12.0 | | 12.0 | | 12.0 | | 3.0 | |
| 60.0 | | 60.0 | | 60.0 | | 60.0 | | 60.0 | | 60.0 | |
| 15.00% | | 20.60% | | 21.22% | | 21.85% | | 22.51% | | 5.80% | |
| Factor First Period | | Escalation Factor Second Period | | Escalation Factor Third Period | | Escalation Factor Fourth Period | | Escalation Factor Fifth Period | | Escalation Factor Fifth Period | |

The escalation factor for this project is: 106.98%

Project No.: I-11-4029

Consultant: Ruettiger, Tonelli & Associates, Inc.

Date: 1/30/2012

Total Escalation Factor from C-2: 106.98%

EXHIBIT C-3: DIRECT LABOR CALCULATION

| Classification (From Exhibit C-1) | (1) Current Average Hourly Rate (From Exhibit C-1) | (2) Escalated Average Hourly Rate (see note) | (3) Estimated Work Hours (Including) | Direct Labor Extension (Col. 2 x Col. 3) |
|-----------------------------------|---|---|---|---|
| Project Principal | \$46.15 | \$49.37 | 800.00 | \$ 39,497.00 |
| Project Manager | \$40.67 | \$43.51 | 2,792.00 | \$ 121,475.00 |
| Project Surveyor | \$31.60 | \$33.81 | 3,700.00 | \$ 125,080.00 |
| Survey Crew Chief | \$30.30 | \$32.41 | 3,700.00 | \$ 119,934.00 |
| Instrument Person | \$16.58 | \$17.74 | 3,700.00 | \$ 65,627.00 |
| Survey Technician | \$28.28 | \$30.25 | 3,850.00 | \$ 116,477.00 |
| Clerical | \$15.32 | \$16.39 | 500.00 | \$ 8,195.00 |
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Total Estimated Work Hours: 19,042.00
Must Match Exhibit ATotal Direct Labor: \$ 596,285.00Average Hourly Rate: \$ 31.31

(1) Current Average Hourly Rate x Escalation Factor

* Average Hourly Rates cannot exceed applicable salary caps.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate \$ - X 0 \$ -
 Includes Tolls No. of Days

Mileage \$ 0.510 X 50,000 \$ 25,500.00
 Mileage Rate No. of Miles
(Use mileage rate found at:
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>

TOTAL VEHICLE REIMBURSEMENT \$ 25,500.00

B. ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here: \$ 28,174.00
http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

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

| DIRECT COST CATEGORY | Estimated Amount |
|----------------------|------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |

TOTAL ITEMIZED DIRECT COSTS \$ -

EXHIBIT D (Continued)

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

D. PREMIUM OVERTIME

| Classification | Estimate of Overtime Hours | Escalated Hourly Rate (Premium Portion Only) | Premium Overtime Dollars (Hours x Rate) |
|-------------------|----------------------------|--|---|
| Project Surveyor | 100.00 | \$16.91 | \$ 1,691.00 |
| Survey Crew Chief | 300.00 | \$16.21 | \$ 4,863.00 |
| Instrument person | 300.00 | \$8.87 | \$ 2,661.00 |
| Survey Technician | 100.00 | \$15.13 | \$ 1,513.00 |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |

TOTAL PREMIUM OVERTIME \$ 10,728.00

TOTAL REIMBURSABLE DIRECT COSTS (A+B+C+D) \$ 64,402.00

* All reimbursable direct costs as listed in Schedule D, Section B will be verified against worksheet of Approved Costs (see attached list) and paid in accordance with the contract (to the upper limit of compensation for Miscellaneous Direct Expenses).

ALLOWABLE DIRECT COSTS

08.01.2008

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones (maximum of 3 without additional approval. Personal phones that do not remain on the job site are not allowable) \$70/month/phone (Maximum)

Radio Communication Actual Cost
2-way Radio Actual Cost

Vehicles (Only for Vehicles assigned to project) \$45/day (Maximum)
DAILY RATE ONLY Including Tolls

The number of days will be calculated as follows:

For extended stay**- Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on
firm policy

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

NOTES:

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

Project No. I-11-4029

Consultant: Ruettiger, Tonelli & Associates, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: John Zediker

Classification: Project Principal

Project Manager: Kenneth Pesavento

Ronald Hodgen

Classification: Project Manager

Project Surveyor: Richard Witt

David Zientek

Eric Cox

Classification: Project Surveyor

Survey Crew Chief Joseph Borio

Classification: Survey Crew Chief

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

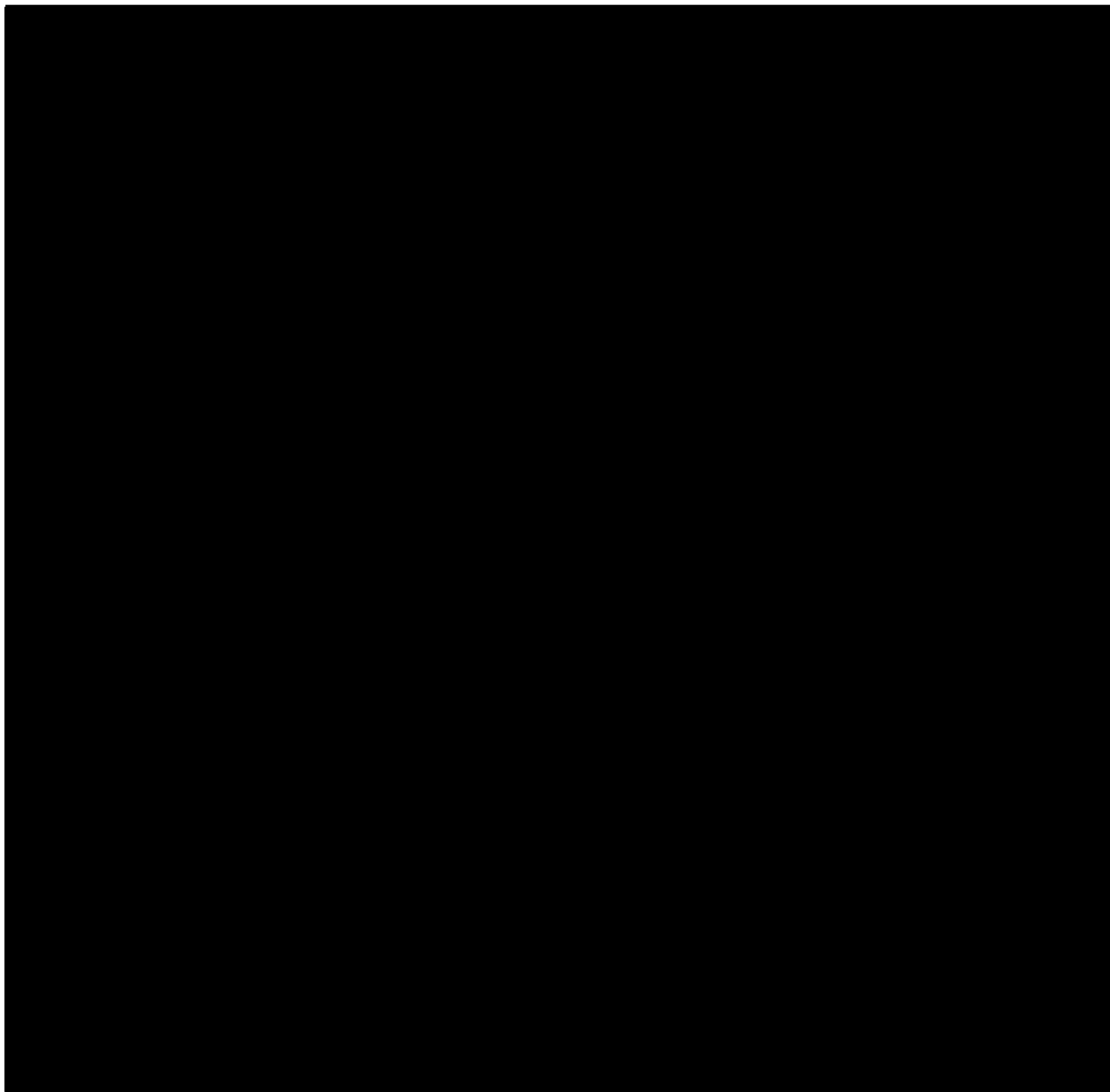
Attach resumes of all key personnel

Biography



Ruettiger, Tonelli & Associates, Inc.

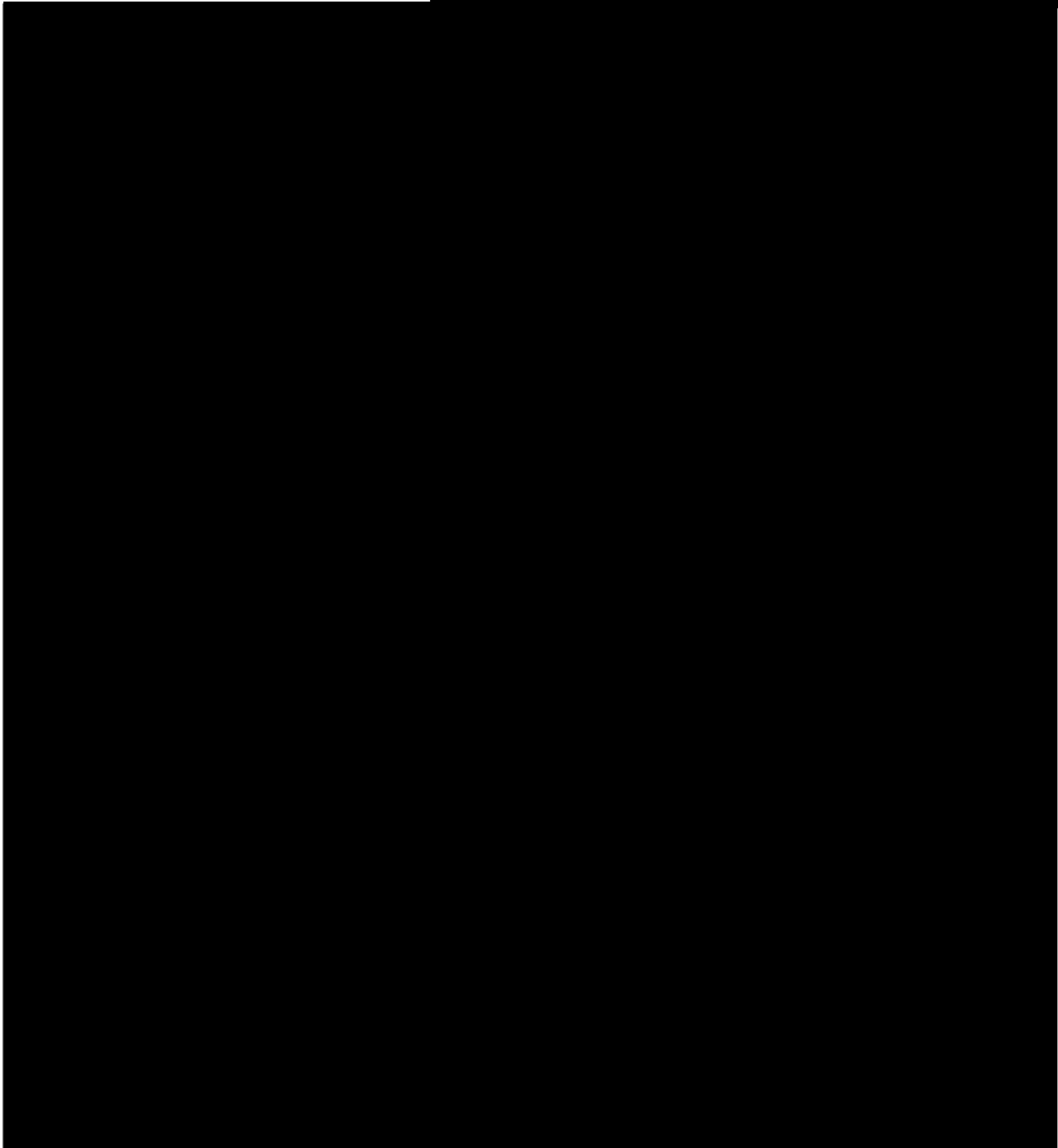
John P. Zediker
Partner/Chief Operating Officer (COO)



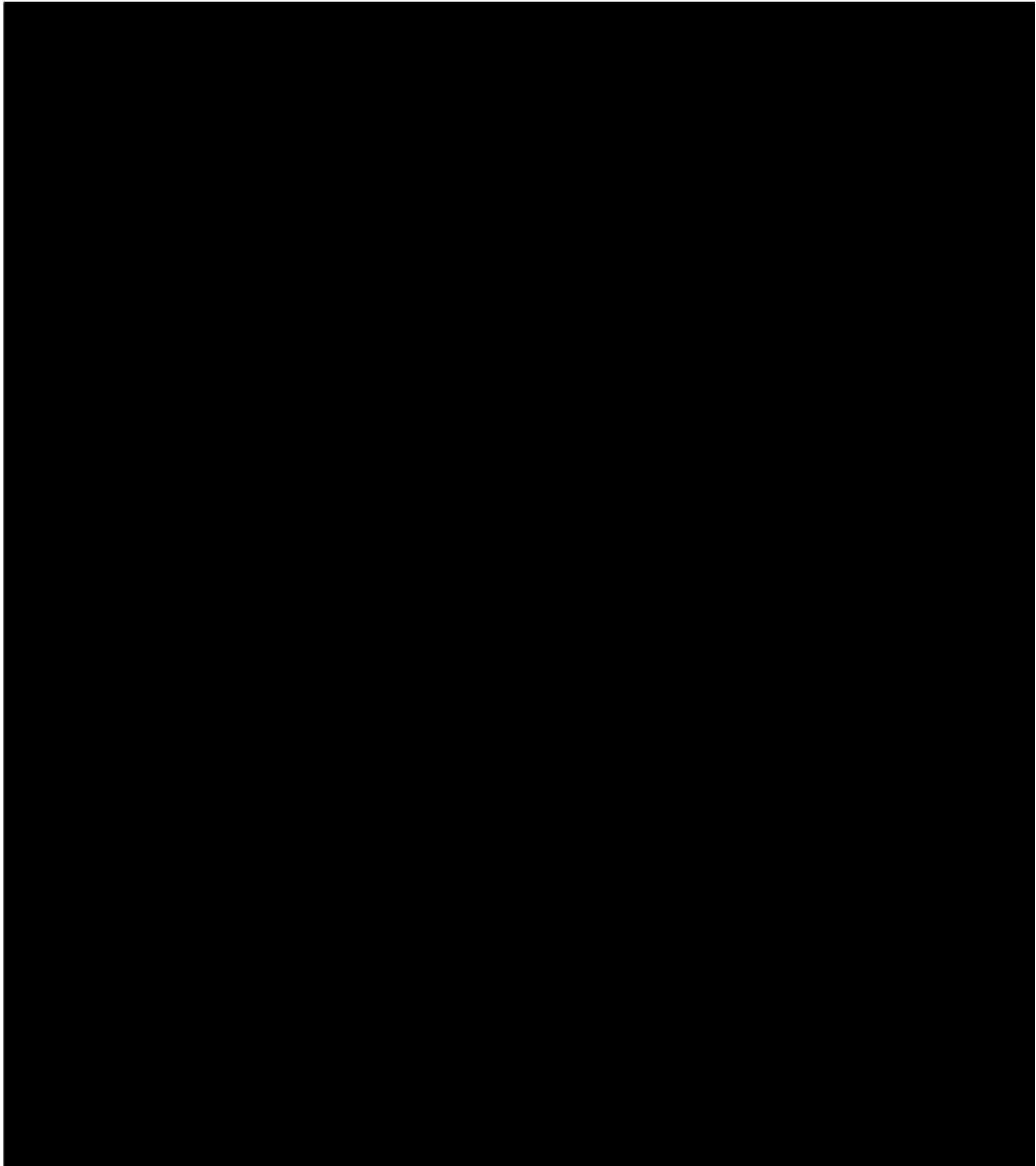
September 2011

KENNETH J. PESAVENTO, PLS

**VICE PRESIDENT
PROJECT MANAGER**



KENNETH J. PESAVENTO



RUETTIGER, TONELLI & ASSOCIATES, INC.
Land Surveyors/ Engineers/ Planners/ Landscape Architects/ G.I.S. Consultants

Kenneth J. Pesavento
9/6/2011

²³
EXHIBIT "1"
PAGE 100 OF 222

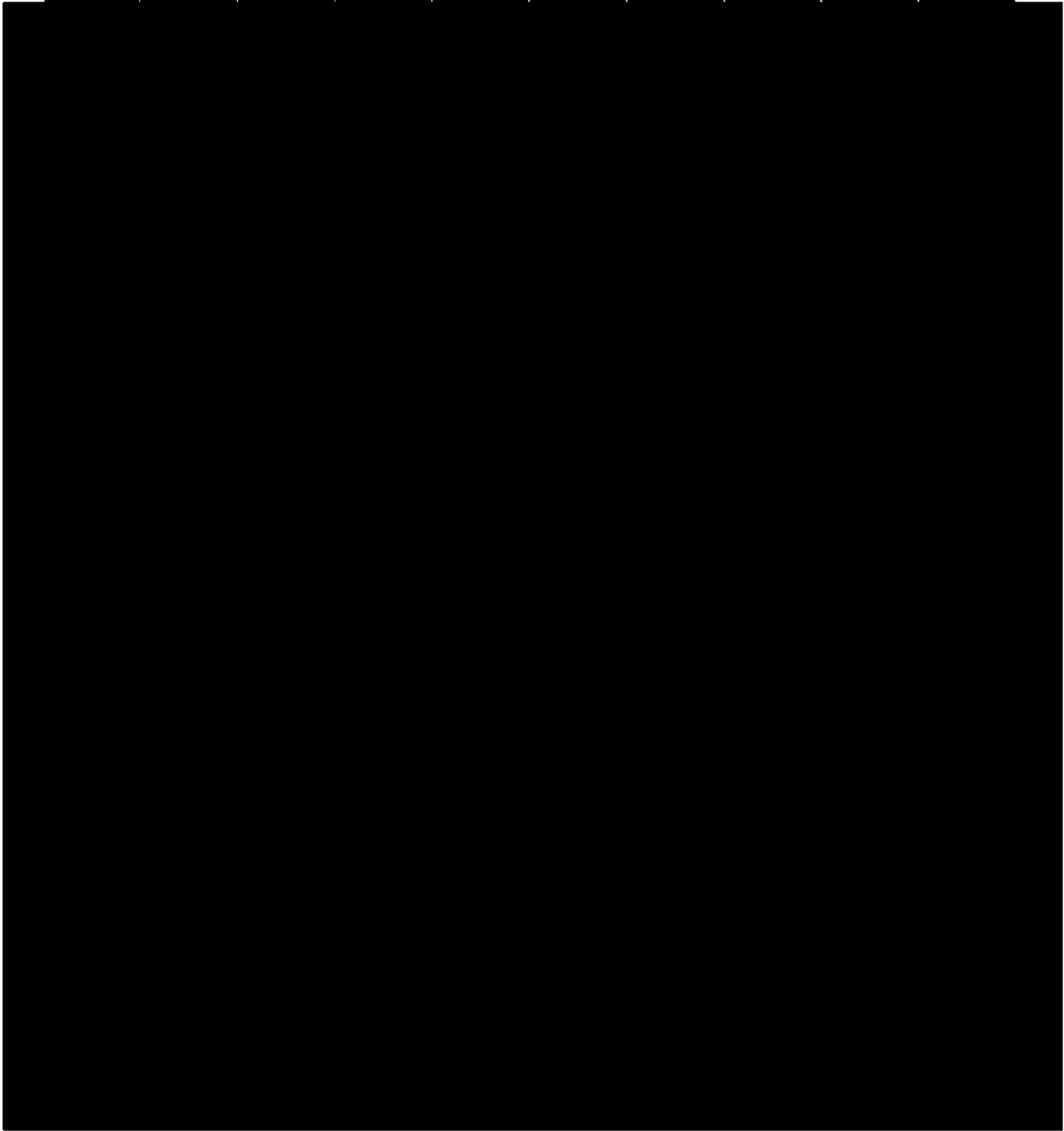
RONALD F. HODGEN, PLS

**VICE PRESIDENT
PROJECT MANAGER**

RICHARD M. WITT, PLS

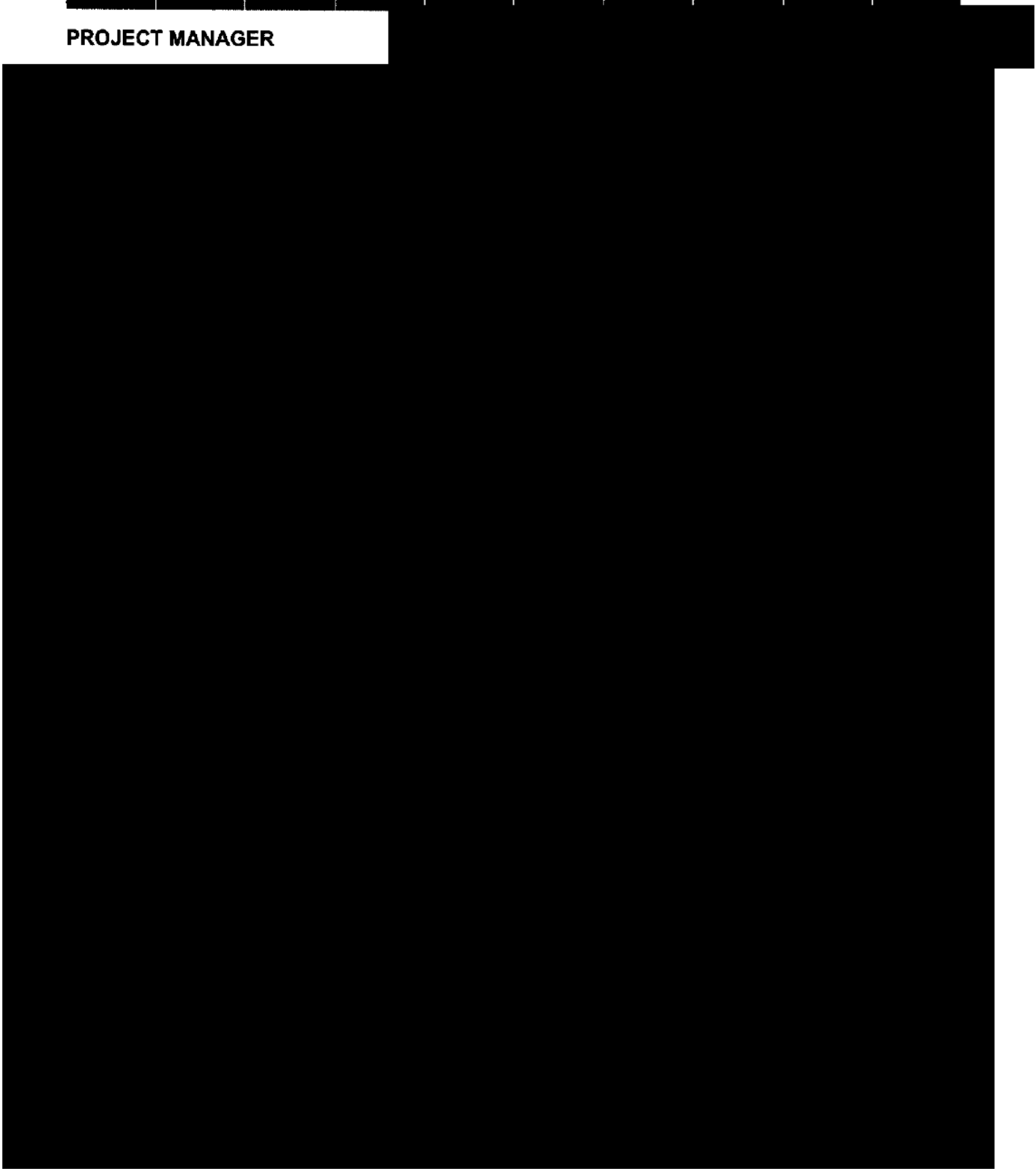
**VICE PRESIDENT
PROJECT MANAGER**

RICHARD M. WITT



DAVID ZIENTEK, PLS, PE, LEED AP

PROJECT MANAGER



ERIC COX, PLS

**LAND SURVEY MANAGER
CREW CHIEF
GPS INSTRUMENT OPERATOR
PROJECT MANAGER**

JOSEPH P. BORIO, PLS

**LAND SURVEY CREW CHIEF
GPS INSTRUMENT OPERATOR**

EXHIBIT F
CONTRACT I-11-4029
SCOPE OF SERVICES

- 1.0 Route Surveys: Prepare surveys of highways to include survey of existing and proposed rights of way per ISTHA standards.
- 2.0 Parcel Surveys: Prepare surveys of ISHTA ROW acquisition parcels per ISHTA standards.
- 3.0 Control Surveys: Perform control surveys to include setting monuments, determining coordinates and elevations or monuments and filing datasheets of control points per ISHTA requirements.
- 4.0 Engineering Surveys: Perform surveys for engineering design purposes to include topographic and utility surveys per ISTHA requirements.
- 5.0 Right-of-way Monumentation: Set monuments at proposed ROW PC's, PT's, bends in proposed ROW and intersections of proposed ROW with property lines per ISHTA standards.
- 6.0 Miscellaneous Staking: Any staking directed by ISTHA to include marking of easements and construction staking.
- 7.0 Plats of Acquisition: Prepare plats of proposed ROW acquisitions to indicated proposed ROW and easements and existing property appraisal info per ISTHA standards.
- 8.0 Plat of Highways: Prepare stationary plat of highways to indicate proposed and existing ROW and other features per ISTHA POH standards suitable for recording.
- 9.0 Miscellaneous Plats: Prepare plats as directed by ISTHA to include excess ROW plats, vacation plats and exhibits.
- 10.0 Legal Descriptions: Prepare legal descriptions of proposed ROW acquisition parcels, temporary easements, proposed easements and access control.
- 11.0 GIS Services: Prepare GIS ROW parcel deliverables per ISTHA standards and miscellaneous GIS data.
- 12.0 Real Estate appraisals and review appraisals
- 13.0 Land Acquisition negotiations
- 14.0 Land Acquisition assistance/support

EXHIBIT G

CURRENT OBLIGATIONS FOR PROJECT

Ruettiger, Tonelli & Associates, Inc.

| Route & Job No. | Work Scope & Description of Project | Fee (Including all Supplementals and Extra Work Orders) | Fee Remaining To Be Earned | Estimated Date of Completion |
|--------------------------------|--|--|---------------------------------------|---|
| IDOT PTB 156 ITEM 23 | Various/Various Plats and legals | \$300,000 | \$58,000 | 12/2012 |
| IDOT PTB 161 ITEM 14 | Various/Various Topo Surveys | \$500,000 | \$500,000 | 3/2015 |

EXHIBIT G

CURRENT OBLIGATIONS FOR PROJECT

Santacruz Associates Ltd.

| Route & Job No. | Work Scope & Description of Project | Fee (Including all Supplementals and Extra Work Orders) | Fee Remaining To Be Earned | Estimated Date of Completion |
|---------------------------------------|---|--|-----------------------------------|-------------------------------------|
| Aurora – Church Rd | Land Negotiations, Appraisal & Review appraisal | \$42,000 | \$42,000 | May 2012 |
| US 12/45 (R-90-026-11) | Land Negotiations | \$22,385 | \$22,385 | May 2012 |
| River Road (R-90-072-22) | Land Negotiations | \$119,455 | \$64,705 | August 2012 |
| IL 19 (R-91-014-07) | Land Negotiations | \$56,800 | \$18,870 | May 2012 |
| US 41 (R-91-021-02) | Land Negotiations | \$61,625 | \$9,125 | August 2012 |
| US 38 (R-91-030-01) | Land Negotiations | \$36,470 | \$10,875 | June 2012 |
| IL 59 (R-91-035-09) | Land Negotiations | \$136,760 | \$45,165 | June 2012 |
| I-90 & IL47 | Land Negotiations | \$25,000 | \$25,000 | April 2012 |
| Peterson Rd – Lake County | Land Negotiations, Appraisal & Review appraisal | \$60,500 | \$41,300 | June 2012 |
| Washington – Lake County | Land Negotiations, Appraisal & Review appraisal | \$366,300 | \$366,300 | April 2013 |
| Fairfield & IL134 – Lake County | Land Negotiations, Appraisal & Review appraisal | \$261,300 | \$261,300 | April 2013 |
| Schaumburg & Barrington Rds | Land Negotiations | \$33,700 | \$33,700 | August 2012 |
| 143 rd St - Will County | Land Negotiations | \$34,000 | \$32,000 | December 2012 |
| 95 th Street – Will County | Land Negotiations | \$58,000 | \$58,000 | December 2012 |

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS**1 Claassen, White & Associates, PC.**

| | |
|-----------------------------|----------------------|
| Direct Labor | <u>\$ 815,544.80</u> |
| Direct Costs | <u>\$ 34,455.20</u> |
| Services by Others | <u>\$ -</u> |
| Maximum Allowable Fee (ULC) | <u>\$ 850,000.00</u> |

2 Santacruz Associates, Ltd

| | |
|-----------------------------|----------------------|
| Direct Labor | <u>\$ 243,404.00</u> |
| Direct Costs | <u>\$ 11,596.00</u> |
| Services by Others | <u>\$ -</u> |
| Maximum Allowable Fee (ULC) | <u>\$ 255,000.00</u> |

TOTAL DBE/MBE/WBE Subconsultants: \$ 1,105,000.00

DBE/MBE/WBE Percentage of Total Fee: 32.50%

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:

| | | | |
|----------|-----------------------------------|----|-------------------|
| 1 | <u>Civiltech Engineering, Inc</u> | | |
| | Direct Labor | \$ | <u>197,934.80</u> |
| | Direct Costs | \$ | <u>6,065.20</u> |
| | Services by Others | \$ | <u>-</u> |
| | Maximum Allowable Fee (ULC) | \$ | <u>204,000.00</u> |

| | | | |
|----------|-----------------------------|----|-------------------|
| 2 | <u>Swanson and Brown</u> | | |
| | Direct Labor | \$ | <u>147,268.80</u> |
| | Direct Costs | \$ | <u>5,731.20</u> |
| | Services by Others | \$ | <u>-</u> |
| | Maximum Allowable Fee (ULC) | \$ | <u>153,000.00</u> |

| | | | |
|----------|-----------------------------------|----|-------------------|
| 3 | <u>T Engineering Service, Ltd</u> | | |
| | Direct Labor | \$ | <u>98,739.20</u> |
| | Direct Costs | \$ | <u>3,260.80</u> |
| | Maximum Allowable Fee (ULC) | \$ | <u>102,000.00</u> |

| | | | |
|----------|--------------------------------------|----|-------------------|
| 4 | <u>Lorenz & Associates, Ltd.</u> | | |
| | Direct Labor | \$ | <u>98,296.80</u> |
| | Direct Costs | \$ | <u>3,703.20</u> |
| | Maximum Allowable Fee (ULC) | \$ | <u>102,000.00</u> |

| | | | |
|----------|-----------------------------|----|-----------------------------|
| 5 | <u></u> | | |
| | Direct Labor | | <u> </u> |
| | Direct Costs | | <u> </u> |
| | Maximum Allowable Fee (ULC) | \$ | <u> </u> |

EXHIBIT "I"
PAGE 77 OF 222

TOTAL non-DBE/MBE/WBE Subconsultants: \$ 561,000.00

TOTAL SERVICES BY OTHERS: \$ 1,666,000.00

RETURN WITH SUBCONTRACT

Tollway Contract Number: I-11-4029
Subcontractor (Consultant) Firm Name: Claassen, White & Assoc., P.C.
Prime Contractor (Consultant) Firm Name: Ruettiger, Tonelli & Assoc. Inc.

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTS

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

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

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

A. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

- (a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:
- (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or
 - (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.
- (b) Businesses. No business shall be barred from contracting with any unit of State or local government, or subcontracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:
- (1) the business has been finally adjudicated not guilty; or
 - (2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract to which the sub-contract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

RETURN WITH SUBCONTRACT

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

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

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

B. Felons

1. The Illinois Procurement Code provides:

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

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

C. Debt Delinquency

1. The Illinois Procurement Code provides:

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

RETURN WITH SUBCONTRACT

D. Prohibited Bidders, Contractors and Subconsultants

1. The Illinois Procurement Code provides:


Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subconsultants.

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

E. Section 42 of the Environmental Protection Act

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

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

| | |
|---|--------------------|
| Claassen, White & Associates, P.C. | |
| Name of Subcontracting Company | |
|  | <i>President</i> |
| Authorized Officer | 02-28-2012 Date |

RETURN WITH SUBCONTRACT

Tollway Contract Number: I-11-4029
Subcontractor (Consultant) Firm Name: Claassen, White & Assoc., P.C.
Prime Contractor (Consultant) Firm Name: Ruettiger, Tonelli & Assoc, Inc.

FINANCIAL SUBCONTRACTOR (CONSULTANT) DISCLOSURES

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

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

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

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

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

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

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

A. Financial Interest and Conflicts of Interest

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

RETURN WITH SUBCONTRACT

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

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

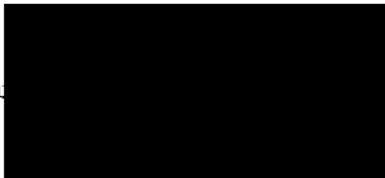
c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently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

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

VENDOR (show Company name and DBA)

Claassen, White & Associates, P.C.

Signature



President

Printed Name Rhonda J. White

Title President Date 02-28-2012

Address 121 Airport Drive, Unit I, Joliet, IL 60431

CONFLICT OF INTEREST DISCLOSURES

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

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

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

Name of Vendor: Claassen, White & Associates, P.C.

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

Name of any Parent Organization: N/A

RETURN WITH SUBCONTRACT

Section 1: Section 50-13 Conflicts of Interest

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

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

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

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

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

Check One:

No Conflicts Of Interest

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

RETURN WITH SUBCONTRACT

Section 2: Disclosure of Financial Interest in the Vendor.

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

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

(a) Publicly traded corporations subject to SEC reporting requirements

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

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

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

(b) Privately held corporations with more than 200 shareholders

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

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

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

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

RETURN WITH SUBCONTRACT

- 1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
 Yes No
- 2. Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?
 Yes No
- 3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income?
(Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
 Yes No
- 4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?
 Yes No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 51%. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 2.0% _____ >2.0 to 3.0 % _____ > 3.0 to 4.0% _____ %
 >4.0 to 5.0% _____ and in additional 1% increments as appropriate _____ %

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

Sole Proprietorship Stock Partnership Other (explain) _____

Name: Rhonda J. White

Address: [REDACTED]

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

- (a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes No
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes No
- (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes No
- (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes No
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes No
- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No

RETURN WITH SUBCONTRACT

5. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
 Yes No
6. Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?
 Yes No
7. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income?
(Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
 Yes No
8. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?
 Yes No
5. If you responded yes to any of questions 1 - 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 49%. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 2.0% _____ >2.0 to 3.0 % _____ > 3.0 to
4.0% _____ %
>4.0 to 5.0% _____ and in additional 1% increments as appropriate _____ %

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

Sole Proprietorship Stock Partnership Other (explain) _____

Name: David A. Claassen

Address: [REDACTED]

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

RETURN WITH SUB-CONTRACT

- (a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes No
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes No
- (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes No
- (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes No
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes No
- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No

RETURN WITH SUB-CONTRACT

Section 3: Current and Pending Contracts

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

| |
|---------------------------------------|
| IDOT PTB 153/017 Sub to Hey & Assoc. |
| IDOT PTB 155/023 Prime |
| IDOT PTB 157/021 Prime |
| IDOT PTB 155/031 Sub to American |
| IDOT PTB 157/012 Sub to Wight |
| IDOT PTB 158/016 Sub to Strand |
| IDOT PTB 160/003 Sub to Strand |
| IDOT PTB 160/006 Prime |
| IDOT PTB 161/001 Sub to Transystems |
| IDOT PTB 161/014 Sub to RT&A |
| IDOT PTB 161/016 Sub to Marchese |
| IDOT PTB 161/017 Sub to Graef |
| IDOT PTB 161/020 Sub to American |
| U of I - IL Height Mod Sub to Trotter |
| IDOT PTB 162/017 Sub to Jorgensen |
| IDOT PTB 162/023 Sub to Cardno TBE |

This information is submitted on behalf of: Claassen, White & Associates, P.C.

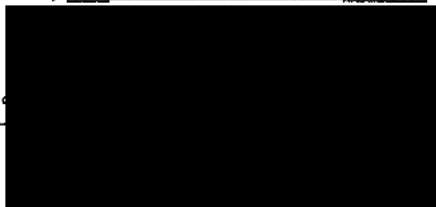
(Name of Vendor)

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

Name (printed) Rhonda J. White

Title President

Signature



Date 02-28-2012

Project Number: I-11-4029

Consultant: Claassen, White & Associates, PC

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | Apr-12 | May-12 | Jun-12 | Jul-12 | Aug-12 | Sep-12 | Oct-12 | Nov-12 | Dec-12 | Jan-13 | Feb-13 | Mar-13 | TOTAL HOURS |
|----------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|
| | MONTHS | | | | | | | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Route Surveys | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 432 |
| Parcel Surveys | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 96 |
| Control Surveys | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 96 |
| Engineering Surveys | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 96 |
| ROW Monumentation | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 360 |
| Misc. Staking | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 132 |
| Plats of Acquisition | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 96 |
| Plats of Highway | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 720 |
| Misc. Plats | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 96 |
| Legal Descriptions | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 96 |
| TOTALS | 185 | 185 | 185 | 185 | 185 | 185 | 185 | 185 | 185 | 185 | 185 | 185 | 2220 |

TOTAL ALL TASK WORKHOURS See Page 5

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

Date Revised 02/11/10

PAGE 91 OF 222 EXHIBIT "1"

Project Number: I-11-4029

Consultant: Claassen, White & Associates, PC

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | Apr-13 | May-13 | Jun-13 | Jul-13 | Aug-13 | Sep-13 | Oct-13 | Nov-13 | Dec-13 | Jan-14 | Feb-14 | Mar-14 | TOTAL HOURS |
|----------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|
| | MONTHS | | | | | | | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Route Surveys | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 432 |
| Parcel Surveys | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 96 |
| Control Surveys | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 96 |
| Engineering Surveys | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 96 |
| ROW Monumentation | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 360 |
| Misc. Staking | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 132 |
| Plats of Acquisition | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 96 |
| Plats of Highway | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 720 |
| Misc. Plats | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 96 |
| Legal Descriptions | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 96 |
| TOTALS | 185 | 185 | 185 | 185 | 185 | 185 | 185 | 185 | 185 | 185 | 185 | 185 | 2220 |

TOTAL ALL TASK WORKHOURS See Page 5

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

Date Revised 02/11/10

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 EXHIBIT "1"

Project Number: I-11-4029

Consultant: Classen, White & Associates, PC

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | Apr-14 | May-14 | Jun-14 | Jul-14 | Aug-14 | Sep-14 | Oct-14 | Nov-14 | Dec-14 | Jan-15 | Feb-15 | Mar-15 | TOTAL HOURS |
|----------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|
| | MONTHS | | | | | | | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Route Surveys | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 432 |
| Parcel Surveys | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 96 |
| Control Surveys | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 96 |
| Engineering Surveys | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 96 |
| ROW Monumentation | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 360 |
| Misc. Staking | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 132 |
| Plats of Acquisition | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 96 |
| Plats of Highway | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 720 |
| Misc. Plats | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 96 |
| Legal Descriptions | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 96 |
| TOTALS | 185 | 185 | 185 | 185 | 185 | 185 | 185 | 185 | 185 | 185 | 185 | 185 | 2220 |

TOTAL ALL TASK WORKHOURS See Page 5

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

Date Revised 02/11/10

PAGE 93 OF 222
 EXHIBIT "1"

Project Number: I-11-4029

Consultant: Claassen, White & Associates, PC

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | Apr-15 | May-15 | Jun-15 | Jul-15 | Aug-15 | Sep-15 | Oct-15 | Nov-15 | Dec-15 | Jan-16 | Feb-16 | Mar-16 | TOTAL HOURS |
|----------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Route Surveys | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 432 |
| Parcel Surveys | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 96 |
| Control Surveys | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 96 |
| Engineering Surveys | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 96 |
| ROW Monumentation | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 360 |
| Misc. Staking | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 132 |
| Plats of Acquisition | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 96 |
| Plats of Highway | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 720 |
| Misc. Plats | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 96 |
| Legal Descriptions | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 96 |
| TOTALS | 185 | 185 | 185 | 185 | 185 | 185 | 185 | 185 | 185 | 185 | 185 | 185 | 2220 |

TOTAL ALL TASK WORKHOURS See Page 5

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

Date Revised 02/11/10

PAGE 94 OF 222
 EXHIBIT "1"

Project Number: I-11-4029

Consultant: Classen, White & Associates, PC

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | Apr-16 | May-16 | Jun-16 | Jul-16 | Aug-16 | Sep-16 | Oct-16 | Nov-16 | Dec-16 | Jan-17 | Feb-17 | Mar-17 | TOTAL HOURS |
|---------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|------------------|
| | MONTHS | | | | | | | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Route Surveys | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 432 |
| Parcel Surveys | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 96 |
| Control Surveys | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 96 |
| Engineering Surveys | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 96 |
| ROW Monumentation | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 360 |
| Misc. Staking | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 132 |
| Plats of Acquisition | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 96 |
| Plats of Highway | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 720 |
| Misc. Plats | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 96 |
| Legal Descriptions | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 96 |
| TOTALS | 185 | 185 | 185 | 185 | 185 | 185 | 185 | 185 | 185 | 185 | 185 | 185 | 2220 |
| TOTAL ALL TASK WORKHOURS | | | | | | | | | | | | | 11,100.00 |

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

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 11,100.00
(From Exhibit A)

Total Dollars: \$ 291,266.00
(From Exhibit C-3)

Multiplier to be used on this project:
Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)

2.80

DIRECT REGULAR SALARY TIMES MULTIPLIER

\$ 815,544.80

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

* TOTAL DIRECT COSTS (from Exhibit D) \$ 34,455.20

C. SERVICES BY OTHERS (List all Subconsultants)

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |

TOTAL SERVICES BY OTHERS (from Exhibit H) \$ -

D. ADDITIONAL SERVICES (Requires Prior Authorization)

\$ -

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 850,000.00

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

| Classification | Name (See note 1 below) | Current Hourly Rate | Classification Average Rate (see note 2 below) | Eligible For Prem. O/T? |
|------------------------------------|-------------------------|---------------------|--|-------------------------|
| Project Manager/Land Surveyor(S3) | David A. Claassen, PLS | 37.30 | 37.30 | No |
| QA/QC Roadway/Land Surveyor(S4) | Rhonda J. White, PLS | 37.50 | 37.50 | No |
| Project Surveyor/Land Surveyor(S1) | Keith A. Gregory, PLS | 29.00 | 29.00 | No |
| Technician(T7) | Jason L. Shibley | 26.50 | 26.50 | No |
| Technician(T5) | Matthew A. Smith | 23.00 | 23.00 | Yes |
| Technician(T4) | Steven R. Nelson | 20.00 | 20.00 | Yes |
| Technician(T3) | Benjamin J. Horrigan | 18.00 | 18.00 | Yes |
| Technician(T2) | Andrew J. Cofran | 17.00 | 17.00 | Yes |
| Office Technician(OT2) | Joan M. Hadley | 19.00 | 19.00 | Yes |
| Administration(A2) | Catherine A. Claassen | 18.00 | 16.00 | Yes |
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- * Exhibit C-1 is a comprehensive list of classifications of company employees.
- (1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.
- (2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.

Project No.: I-11-4029

Consultant: Claassen, White & Associates, PC

Date: 2/10/2012

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 NO. OF MONTHS
 SCHEDULED START DATE: 4/1/2012
 RAISE DATE: 1/1/2013
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR

| | | | | | |
|---|--|--|--|--|--|
| 4/1/2012 - 12/31/2012 Date Date 9.0 60.0 | 1/1/2013 - 12/31/2013 Date Date 12.0 60.0 | 1/1/2014 - 12/31/2014 Date Date 12.0 60.0 | 1/1/2015 - 12/31/2015 Date Date 12.0 60.0 | 1/1/2016 - 12/31/2016 Date Date 12.0 60.0 | 1/1/2017 - 3/31/2017 Date Date 3.0 60.0 |
| 15.00% Factor First Period | 20.60% Escalation Factor Second Period | 21.22% Escalation Factor Third Period | 21.85% Escalation Factor Fourth Period | 22.51% Escalation Factor Fifth Period | 5.80% Escalation Factor Fifth Period |

The escalation factor for this project is: 106.98%

Project No.: I-11-4029

Consultant: Classen, White & Associates, PC

Date: 2/10/2012

Total Escalation Factor from C-2: 106.98%

EXHIBIT C-3: DIRECT LABOR CALCULATION

| Classification (From Exhibit C-1) | (1) Current Average Hourly Rate (From Exhibit C-1) | (2) Escalated Average Hourly Rate (see note) | (3) Estimated Work Hours (Including) | Direct Labor Extension (Col. 2 x Col. 3) |
|--|---|---|---|---|
| Project Manager/Land Surveyor(S3) | 37.30 | \$39.90 | 1,050.00 | \$ 41,898.00 |
| QA/QC Roadway/Land Surveyor(S4) | 37.50 | \$40.12 | 750.00 | \$ 30,088.00 |
| Project Surveyor/Land Surveyor(S1) | 29.00 | \$31.02 | 1,700.00 | \$ 52,741.00 |
| Technician(T7) | 26.50 | \$28.35 | 1,250.00 | \$ 35,437.00 |
| Technician(T5) | 23.00 | \$24.61 | 1,250.00 | \$ 30,756.00 |
| Technician(T4) | 20.00 | \$21.40 | 1,250.00 | \$ 26,745.00 |
| Technician(T3) | 18.00 | \$19.26 | 1,250.00 | \$ 24,070.00 |
| Technician(T2) | 17.00 | \$18.19 | 1,250.00 | \$ 22,733.00 |
| Office Technician(OT2) | 19.00 | \$20.33 | 1,150.00 | \$ 23,375.00 |
| Administration(A2) | 16.00 | \$17.12 | 200.00 | \$ 3,423.00 |
| | | | | |
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Total Estimated Work Hours: 11,100.00
Must Match Exhibit A
Total Direct Labor: \$ 291,266.00
Average Hourly Rate: \$ 26.24

(1) Current Average Hourly Rate x Escalation Factor
 * Average Hourly Rates cannot exceed applicable salary caps.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

| | | | | |
|------------|----------------|---|-------------|------|
| Daily Rate | \$ - | X | 0 | \$ - |
| | Includes Tolls | | No. of Days | |

| | | | | |
|---------|--------------|---|--------------|--------------|
| Mileage | \$ 0.510 | X | 25,000 | \$ 12,750.00 |
| | Mileage Rate | | No. of Miles | |

(Use mileage rate found at:

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

| | |
|------------------------------------|---------------------|
| TOTAL VEHICLE REIMBURSEMENT | \$ 12,750.00 |
|------------------------------------|---------------------|

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

\$ 13,358.20

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

[OLLWAY 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 | Estimated Amount |
|----------------------|------------------|
| _____ | \$ - |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |

TOTAL ITEMIZED DIRECT COSTS

\$ -

EXHIBIT D (Continued)

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

D. PREMIUM OVERTIME

| Classification | Estimate of Overtime Hours | Escalated Hourly Rate (Premium Portion Only) | Premium Overtime Dollars (Hours x Rate) |
|----------------|----------------------------|--|---|
| Technician(T5) | 100.00 | \$12.31 | \$ 1,231.00 |
| Technician(T4) | 300.00 | \$10.70 | \$ 3,210.00 |
| Technician(T3) | 300.00 | \$9.63 | \$ 2,889.00 |
| Technician(T2) | 100.00 | \$10.17 | \$ 1,017.00 |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |

TOTAL PREMIUM OVERTIME \$ 8,347.00

TOTAL REIMBURSABLE DIRECT COSTS (A+B+C+D) \$ 34,455.20

* All reimbursable direct costs as listed in Schedule D, Section B will be verified against worksheet of Approved Costs (see attached list) and paid in accordance with the contract (to the upper limit of compensation for Miscellaneous Direct Expenses).

ALLOWABLE DIRECT COSTS

08.01.2008

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones (maximum of 3 without additional approval. Personal phones that do not remain on the job site are not allowable) \$70/month/phone (Maximum)

Radio Communication Actual Cost
2-way Radio Actual Cost

Vehicles (Only for Vehicles assigned to project) \$45/day (Maximum)
DAILY RATE ONLY Including Tolls

The number of days will be calculated as follows:

For extended stay**- Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on
firm policy

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

NOTES:

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

Project No. I-11-4029 Consultant: Claassen, White & Associates, PC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Manager: David A. Claassen, PLS

Classification: Project Manager

QA/QC Roadway Rhonda J. White, PLS

Classification: QA/QC Roadway

Project Surveyor: Keith A. Gregory, PLS

Classification: Project Surveyor

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

Attach resumes of all key personnel

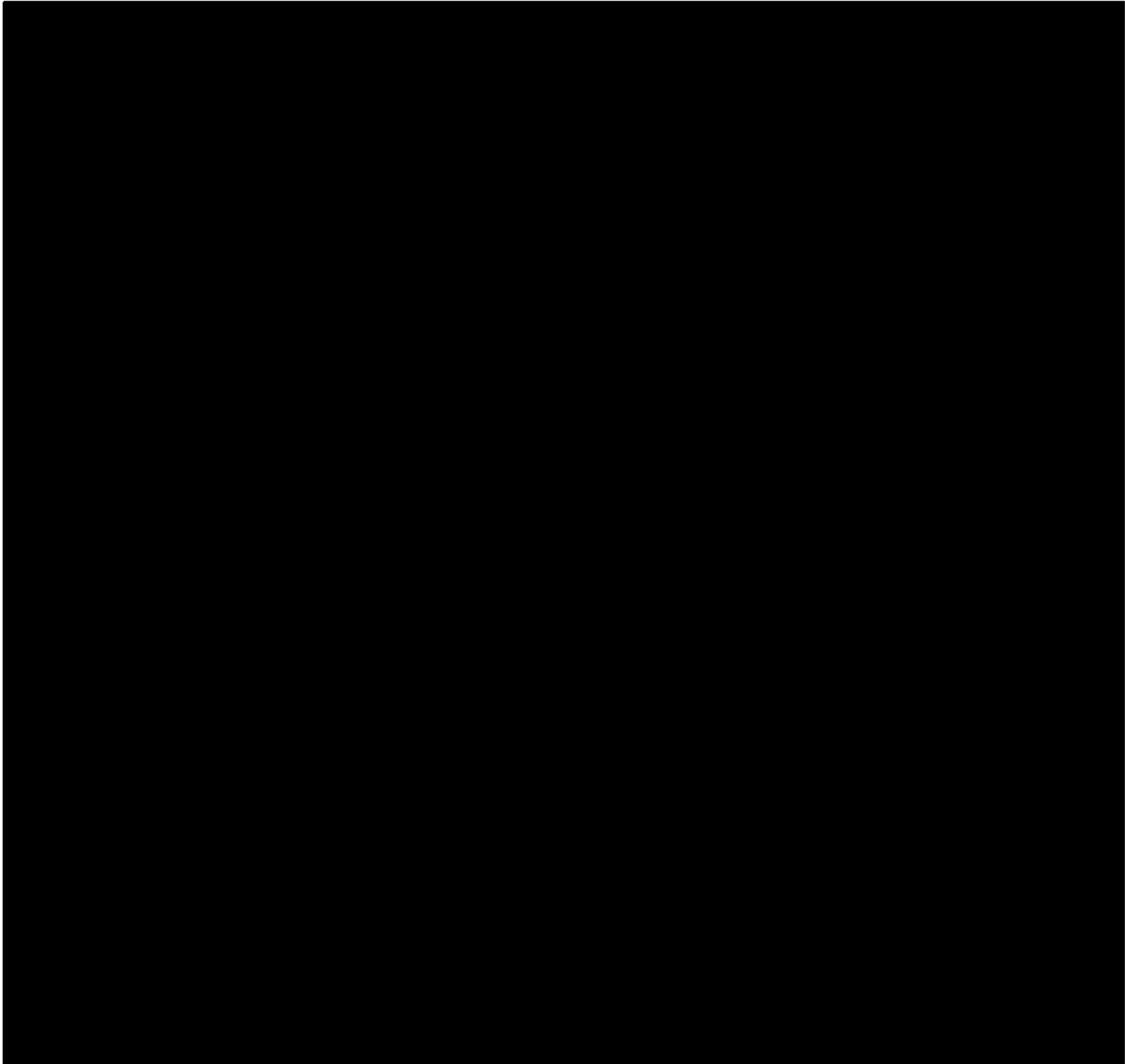
Claassen, White & Associates, P.C.

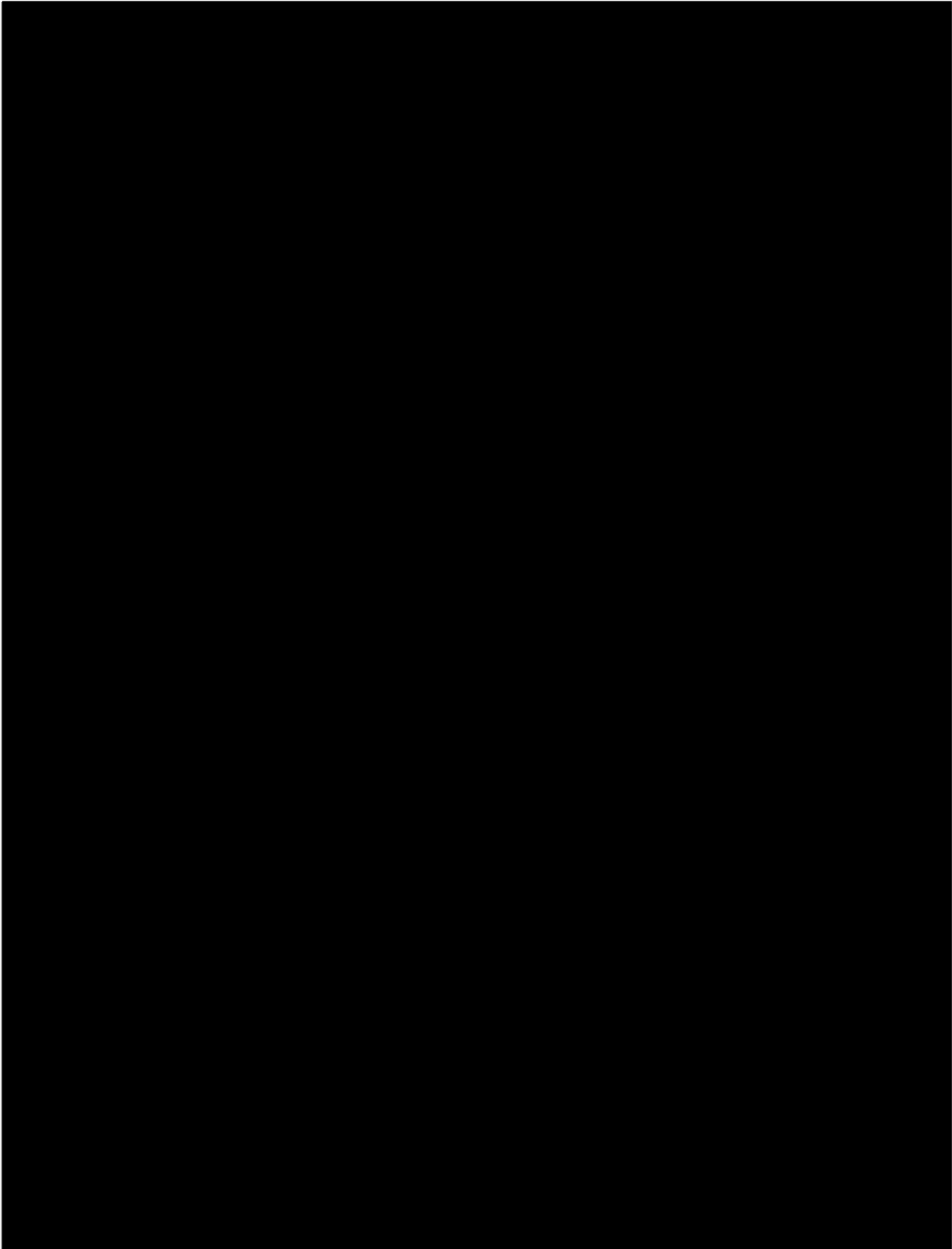
Land Surveyors
121 Airport Drive, Unit I, Joliet, Illinois 60431
(815) 744-3720 office (815) 744-3752 fax
claassenwhite@cwasurevey.com

DBE & WBE certified
IDOT prequalified in Special Services (Surveying)

David A. Claassen, PLS

Vice President, Principal





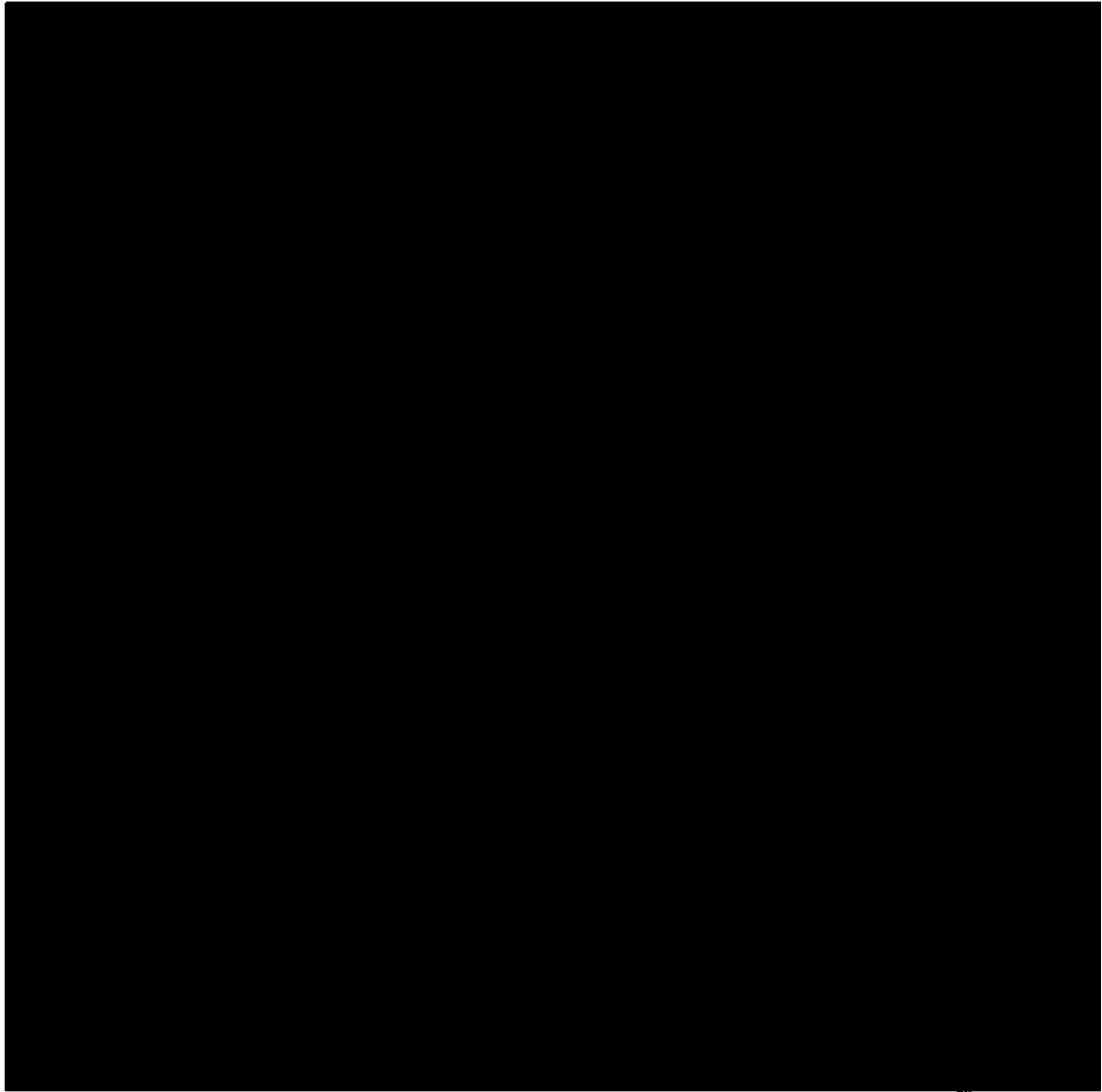
Claassen, White & Associates, P.C.

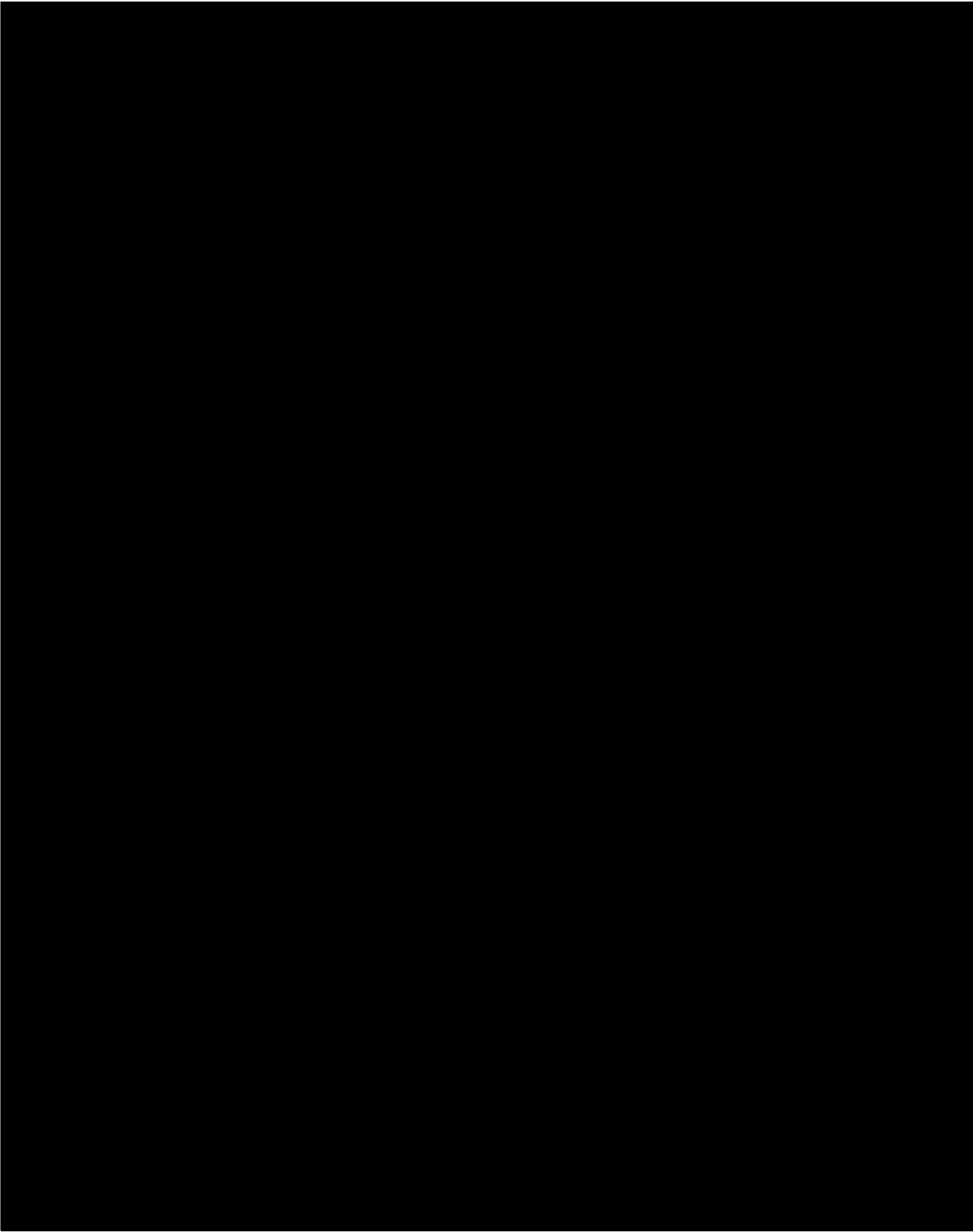
Land Surveyors
121 Airport Drive, Unit I, Joliet, Illinois 60431
(815) 744-3720 office (815) 744-3752 fax
claassenwhite@cwasurevey.com

DBE & WBE certified
IDOT prequalified in Special Services (Surveying)

Rhonda J. White, PLS

Director/President/Principal





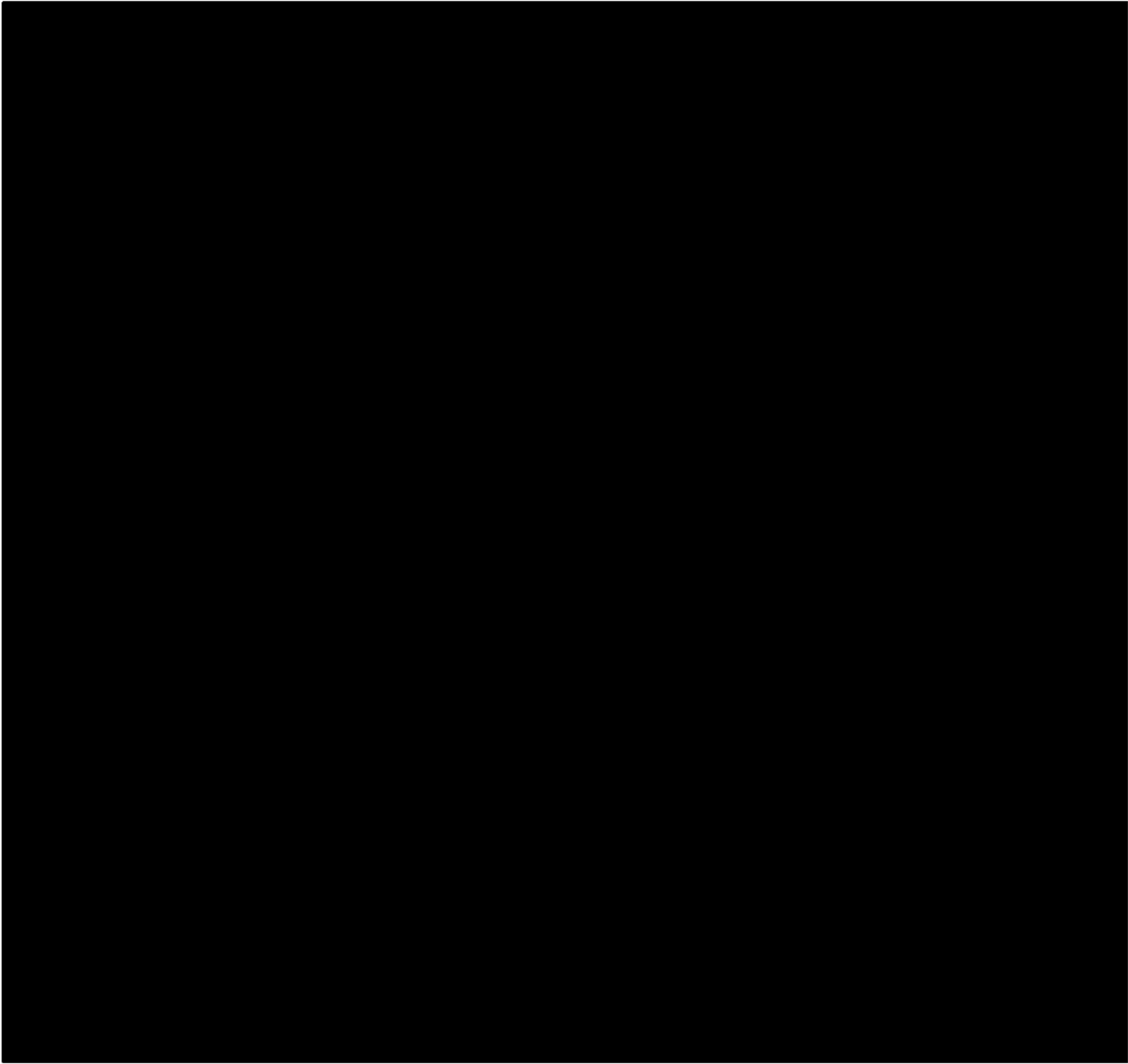
Claassen, White & Associates, P.C.

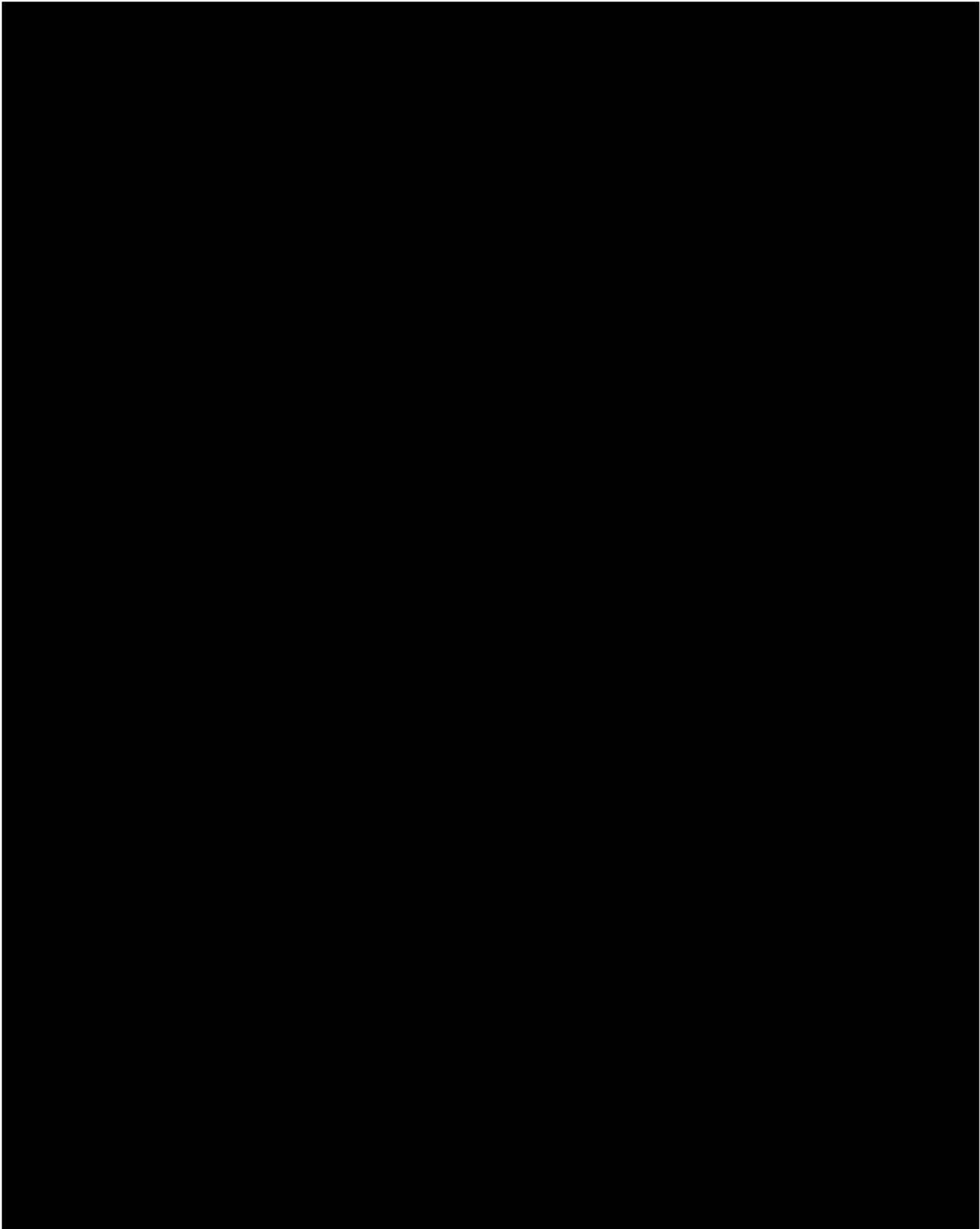
121 Airport Drive, Unit I, Joliet, Illinois 60431
(815) 744-3720 office (815) 744-3752 fax
claassenwhite@cwasurevey.com

DBE & WBE certified
IDOT prequalified in Special Services (Surveying)

Keith A. Gregory, PLS

Director of Field Operations/Survey Technician





CLAASSEN, WHITE & ASSOCIATES, PC EXHIBIT F
CONTRACT I-11-4029
SCOPE OF SERVICES

- 1.0 Route Surveys: Prepare surveys of highways to include survey of existing and proposed rights of way per ISTHA standards.
- 2.0 Parcel Surveys: Prepare surveys of ISHTA ROW acquisition parcels per ISHTA standards.
- 3.0 Control Surveys: Perform control surveys to include setting monuments, determining coordinates and elevations or monuments and filing datasheets of control points per ISHTA requirements.
- 4.0 Engineering Surveys: Perform surveys for engineering design purposes to include topographic and utility surveys per ISTHA requirements.
- 5.0 Right-of-way Monumentation: Set monuments at proposed ROW PC's, PT's, bends in proposed ROW and intersections of proposed ROW with property lines per ISHTA standards.
- 6.0 Miscellaneous Staking: Any staking directed by ISTHA to include marking of easements and construction staking.
- 7.0 Plats of Acquisition: Prepare plats of proposed ROW acquisitions to indicated proposed ROW and easements and existing property appraisal info per ISTHA standards.
- 8.0 Plat of Highways: Prepare stationary plat of highways to indicate proposed and existing ROW and other features per ISTHA POH standards suitable for recording.
- 9.0 Miscellaneous Plats: Prepare plats as directed by ISTHA to include excess ROW plats, vacation plats and exhibits.
- 10.0 Legal Descriptions: Prepare legal descriptions of proposed ROW acquisition parcels, temporary easements, proposed easements and access control.

EXHIBIT G

**CURRENT OBLIGATIONS FOR PROJECT
I-11-4029
Claassen, White & Associates, P.C.**

| 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 153/017 Sub to Hey & Assoc. | Various Maintenance Land Surveying/Topography | \$75,000 | \$66,000 | Unknown |
| IDOT PTB 155/023 Prime | Various Route Surveys Topography | \$300,000 | \$149,600 | 08/2012 |
| IDOT PTB 157/021 Prime | Elgin-O'Hare Expressway Various Land Acquisitions | \$300,000 | \$273,000 | 04/2013 |
| IDOT PTB 155/031 Sub to American | IL 5 – John Deere Road Land Acquisition | \$25,000 | \$1,000 | 03/2012 |
| IDOT PTB 157/012 Sub to Wight | Willow Road Land Surveying/Topography | \$77,000 | \$2,000 | 09/2013 |
| IDOT PTB 158/016 Sub to Strand | Various Phase I/II Projects Land Surveying/Topography | \$50,000 | \$50,000 | Unknown No contract yet |
| IDOT PTB 160/003 Sub to Strand | Various Phase II Projects Land Surveying/Topography | To be determined | | Unknown No contract yet |
| IDOT PTB 160/006 Prime | Various Land Surveys Land Acquisition | \$500,000 | \$500,000 | 08/2013 |
| IDOT PTB 161/001 Sub to Transystems | US 30 Land Surveying/Topography | \$39,000 | \$39,000 | Unknown No contract yet |
| IDOT PTB 161/014 Sub to RT&A | Route Survey Various Topography | \$50,000 | \$50,000 | Unknown No contract yet |
| IDOT PTB 161/016 Sub to Marchese | Route Survey Various Topography | \$50,000 | \$50,000 | Unknown No contract yet |
| IDOT PTB 161/017 Sub to Graef | Land Survey Various Land Acquisition | \$50,000 | \$50,000 | Unknown No contract yet |
| IDOT PTB 161/020 Sub to American | Various Phase I/II Projects Land Surveying/Topography | \$53,000 | \$53,000 | Unknown No contract yet |
| U of I - IL Height Mod Sub to Trotter | Year 4 Line 3 Geodetic Leveling | \$128,000 | \$128,000 | Unknown No contract yet |
| ISTHA PSB 11-4/16 Sub to Cardno TBE | Utility Relocation Upon Request Land Surveying/Topography | \$400,000 | \$400,000 | Unknown No contract yet |
| IDOT PTB 162/017 Sub to Jorgensen | Land Survey Various Land Acquisition | \$75,000 | \$75,000 | Unknown No contract yet |
| IDOT PTB 162/023 Sub to Cardno TBE | Utility Relocation Various Land Surveying/Topography | To be determined | | Unknown No contract yet |

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1 _____

| | | |
|-----------------------------|----------|----------|
| Direct Labor | _____ | |
| Direct Costs | _____ | |
| Services by Others | \$ _____ | - |
| Maximum Allowable Fee (ULC) | | \$ _____ |

2 _____

| | | |
|-----------------------------|----------|----------|
| Direct Labor | _____ | |
| Direct Costs | _____ | |
| Services by Others | \$ _____ | - |
| Maximum Allowable Fee (ULC) | | \$ _____ |

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

DBE/MBE/WBE Percentage of Total Fee: _____ 0.00%

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:

1 _____

| | | |
|-----------------------------|-------|------|
| Direct Labor | _____ | |
| Direct Costs | _____ | |
| Services by Others | \$ - | |
| Maximum Allowable Fee (ULC) | | \$ - |

2 _____

| | | |
|-----------------------------|-------|------|
| Direct Labor | _____ | |
| Direct Costs | _____ | |
| Services by Others | \$ - | |
| Maximum Allowable Fee (ULC) | | \$ - |

3 _____

| | | |
|-----------------------------|-------|------|
| Direct Labor | _____ | |
| Direct Costs | _____ | |
| Maximum Allowable Fee (ULC) | | \$ - |

4 _____

| | | |
|-----------------------------|-------|------|
| Direct Labor | _____ | |
| Direct Costs | _____ | |
| Maximum Allowable Fee (ULC) | | \$ - |

5 _____

| | | |
|-----------------------------|-------|------|
| Direct Labor | _____ | |
| Direct Costs | _____ | |
| Maximum Allowable Fee (ULC) | | \$ - |

EXHIBIT "I"
PAGE 115 OF 222

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

TOTAL SERVICES BY OTHERS: \$ _____

Project Number: I-11-4029

Consultant: Santacruz Associates, Ltd

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | Apr-12 | May-12 | Jun-12 | Jul-12 | Aug-12 | Sep-12 | Oct-12 | Nov-12 | Dec-12 | Jan-13 | Feb-13 | Mar-13 | TOTAL HOURS |
|------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|
| | MONTHS | | | | | | | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Negotiations | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 120 |
| Deed/ Doc preparation | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| Testimony/communication | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 10 | 10 | 10 | 75 |
| Prepare/maintain parcel data | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| TOTALS | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 30 | 30 | 30 | 315 |

TOTAL ALL TASK WORKHOURS See Page 5

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

Date Revised 02/11/10

PAGE 110 OF 222
 EXHIBIT "1"

Project Number:

I-11-4029

Consultant: Santacruz Associates, Ltd

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | Apr-13 | May-13 | Jun-13 | Jul-13 | Aug-13 | Sep-13 | Oct-13 | Nov-13 | Dec-13 | Jan-14 | Feb-14 | Mar-14 | TOTAL HOURS |
|---------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|
| | MONTHS | | | | | | | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Negotiations | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 300 |
| Deed/ Doc preparation | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| Testimony/communication | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 120 |
| Prepare/maintain parcel data | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| TOTALS | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 540 |
| TOTAL ALL TASK WORKHOURS | | | | | | | | | | | | | See Page 5 |

Notes:

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

Date Revised 02/11/10

PAGE 117 OF 222
 EXHIBIT "1"

Project Number: I-11-4029

Consultant: Santacruz Associates, Ltd

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | Apr-14 | May-14 | Jun-14 | Jul-14 | Aug-14 | Sep-14 | Oct-14 | Nov-14 | Dec-14 | Jan-15 | Feb-15 | Mar-15 | TOTAL HOURS |
|---------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|
| | MONTHS | | | | | | | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Negotiations | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 300 |
| Deed/ Doc preparation | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| Testimony/communication | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 120 |
| Prepare/maintain parcel data | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| TOTALS | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 540 |
| TOTAL ALL TASK WORKHOURS | | | | | | | | | | | | | See Page 5 |

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

Date Revised 02/11/10

PAGE 18 OF 222
 EXHIBIT "A"

Project Number: I-11-4029

Consultant: Santacruz Associates, Ltd

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | Apr-15 | May-15 | Jun-15 | Jul-15 | Aug-15 | Sep-15 | Oct-15 | Nov-15 | Dec-15 | Jan-16 | Feb-16 | Mar-16 | TOTAL HOURS |
|------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Negotiations | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 300 |
| Deed/ Doc preparation | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| Testimony/communication | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 120 |
| Prepare/maintain parcel data | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| TOTALS | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 540 |

TOTAL ALL TASK WORKHOURS See Page 5

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

Date Revised 02/11/10

PAGE 119 OF 222
 EXHIBIT A 1st

Project Number:

I-11-4029

Consultant: Santacruz Associates, Ltd

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | Apr-16 | May-16 | Jun-16 | Jul-16 | Aug-16 | Sep-16 | Oct-16 | Nov-16 | Dec-16 | Jan-17 | Feb-17 | Mar-17 | TOTAL HOURS |
|---------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|
| | MONTHS | | | | | | | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Negotiations | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 300 |
| Deed/ Doc preparation | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| Testimony/communication | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 120 |
| Prepare/maintain parcel data | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| TOTALS | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 540 |
| TOTAL ALL TASK WORKHOURS | | | | | | | | | | | | | 2,475.00 |

Notes:

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

Date Revised 02/11/10

PAGE

120 OF

222

EXHIBIT "A"

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

| | |
|--|--|
| Total Work Hours: <u>2,475.00</u> (From Exhibit A) | Total Dollars: \$ <u>86,930.00</u> (From Exhibit C-3) |
| Multiplier to be used on this project: Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO) | <u>2.80</u> |
| DIRECT REGULAR SALARY TIMES MULTIPLIER | \$ <u>243,404.00</u> |

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Consultant listed above.)

* TOTAL DIRECT COSTS (from Exhibit D) \$ 11,596.00

C. SERVICES BY OTHERS (List all Subconsultants)

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |

TOTAL SERVICES BY OTHERS (from Exhibit H) \$ -

D. ADDITIONAL SERVICES (Requires Prior Authorization) \$ -

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) \$ 255,000.00

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

| Classification | Name (See note 1 below) | Current Hourly Rate | Classification Average Rate (see note 2 below) | Eligible For Prem. O/T? |
|--------------------------------|-------------------------|---------------------|--|-------------------------|
| Project Principal / Negotiator | J. Steve Santacruz | 70.00 | 70.00 | No |
| Paralegal | Robin Weber | 25.75 | 25.75 | No |
| Negotiator 2 | Jonathan Abplanalp | 25.00 | 25.00 | No |
| Administrative Assistant | Jonathan Abplanalp | 15.00 | 15.00 | No |
| | | | | |
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* Exhibit C-1 is a comprehensive list of classifications of company employees.

- (1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.
- (2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.

Project No.: I-11-4029

Consultant: Santacruz Associates, Ltd

Date: 2/10/2012

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 NO. OF MONTHS
 SCHEDULED START DATE: 4/1/2012
 RAISE DATE: 1/1/2013
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR

| Date | | Date | | Date | | Date | | Date | | Date | |
|---------------------|---|---------------------------------|----------|--------------------------------|------------|---------------------------------|---|--------------------------------|----------|--------------------------------|------------|
| 4/1/2012 | - | 12/31/2012 | 1/1/2013 | - | 12/31/2013 | 1/1/2014 | - | 12/31/2014 | 1/1/2015 | - | 12/31/2015 |
| 9.0 | | 12.0 | | 12.0 | | 12.0 | | 12.0 | | 3.0 | |
| 60.0 | | 60.0 | | 60.0 | | 60.0 | | 60.0 | | 60.0 | |
| 15.00% | | 20.60% | | 21.22% | | 21.85% | | 22.51% | | 5.80% | |
| Factor First Period | | Escalation Factor Second Period | | Escalation Factor Third Period | | Escalation Factor Fourth Period | | Escalation Factor Fifth Period | | Escalation Factor Fifth Period | |

The escalation factor for this project is: 106.98%

Project No.: I-11-4029

Consultant: Santacruz Associates, Ltd

Date: 2/10/2012

Total Escalation Factor from C-2: 106.88%

EXHIBIT C-3: DIRECT LABOR CALCULATION

| Classification (From Exhibit C-1) | (1) Current Average Hourly Rate (From Exhibit C-1) | (2) Escalated Average Hourly Rate (see note) | (3) Estimated Work Hours (Including) | Direct Labor Extension (Col. 2 x Col. 3) |
|-----------------------------------|---|--|---|---|
| Project Principal / Negotiator | \$70.00 | \$70.00 | 620.00 | \$ 43,400.00 |
| Paralegal | \$25.75 | \$27.55 | 620.00 | \$ 17,079.00 |
| Negotiator 2 | \$25.00 | \$26.74 | 620.00 | \$ 16,582.00 |
| Administrative Assistant | \$15.00 | \$16.05 | 615.00 | \$ 9,869.00 |
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Total Estimated Work Hours: 2,475.00
Must Match Exhibit A

Total Direct Labor: \$ 86,930.00

Average Hourly Rate: \$ 35.12

(1) Current Average Hourly Rate x Escalation Factor
* Average Hourly Rates cannot exceed applicable salary caps.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

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

| | | | | |
|---------|-----------------------------|---|-----------------------------|-------------|
| Mileage | \$ 0.510 | X | 10,000 | \$ 5,100.00 |
| | <small>Mileage Rate</small> | | <small>No. of Miles</small> | |

(Use mileage rate found at:

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

| | | | | |
|------------------------------------|--|--|--|--------------------|
| TOTAL VEHICLE REIMBURSEMENT | | | | \$ 5,100.00 |
|------------------------------------|--|--|--|--------------------|

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

http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

| | |
|--|--------------------|
| | \$ 6,496.00 |
|--|--------------------|

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 | Estimated Amount |
|----------------------|------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |

TOTAL ITEMIZED DIRECT COSTS

| | |
|--|-------------|
| | \$ - |
|--|-------------|

EXHIBIT D (Continued)

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

D. PREMIUM OVERTIME

| Classification | Estimate of Overtime Hours | Escalated Hourly Rate (Premium Portion Only) | Premium Overtime Dollars (Hours x Rate) |
|-----------------------|-----------------------------------|---|--|
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
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| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |

TOTAL PREMIUM OVERTIME \$ -

TOTAL REIMBURSABLE DIRECT COSTS (A+B+C+D) \$ 11,596.00

* All reimbursable direct costs as listed in Schedule D, Section B will be verified against worksheet of Approved Costs (see attached list) and paid in accordance with the contract (to the upper limit of compensation for Miscellaneous Direct Expenses).

ALLOWABLE DIRECT COSTS

08.01.2008

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones (maximum of 3 without additional approval. Personal phones that do not remain on the job site are not allowable) \$70/month/phone (Maximum)

Radio Communication Actual Cost
2-way Radio Actual Cost

Vehicles (Only for Vehicles assigned to project) \$45/day (Maximum)
DAILY RATE ONLY Including Tolls

The number of days will be calculated as follows:

For extended stay** - Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on
firm policy

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

NOTES:

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

Project No. I-11-4029 Consultant: Santacruz Associates, Ltd

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal / Negotiator: J. Steve Santacruz

Classification: Project Principal/Negotiator

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

Attach resumes of all key personnel

Santacruz Associates

2650 Valor Drive · Glenview, IL 60026
847.251.5800 · 847.998.3498 (fax) · jsteve@santacruz-associates.com

ABOUT THE COMPANY

Santacruz Associates specializes in providing real estate consulting services. The firm was founded in 1992 and has been helping its clients focus on solutions to achieve the most favorable possible outcome for their businesses and situations.

Santacruz Associates specializes in negotiating and acquiring parcels of land for right-of-way use by governmental bodies in roadway construction and other public infrastructure projects. We have worked extensively with the Illinois Department of Transportation, Cook County, Lake County, Will County and other local municipalities in facilitating property owners through the acquisition process with great success.

Santacruz Associates employs a proprietary database program which provides for precise efficiency in the handling of each file, as well as excellent tracking of our progress and consistent documentation of every conveyance or condemnation referral. Our cordial and respectful contact with property owners has been our single greatest asset in settling a high ratio of our assigned files without the need for condemnation litigation.

J. Steve Santacruz – Founder and Negotiator



Paola A. Camacho-Ramírez - Negotiator



Robin F. Weber - Paralegal



Our firm is certified as a Disadvantaged Business Enterprise (DBE) by the State of Illinois, Department of Transportation and a Minority Business Enterprise (MBE) with the City of Chicago and Cook County.

Santacruz Associates

2650 Valor Drive · Glenview, IL 60026
847.251.5800 · 847.998.3498 (fax) · jsteve@santacruz-associates.com

REFERENCES

Sheila Derka

Illinois Department of Transportation
Land Acquisition Bureau – Local Roads Coordinator
201 Center Court
Schaumburg, IL 60196
847-705-4291

George Catalano

Will County Division of Highways
Project Manager
16841 West Laraway
Joliet, IL 60433
815-727-8476

Al Giertych

Lake County Division of Highways
Assistant County Engineer
600 West Winchester Road
Libertyville, IL 60048-1381
847-377-7410

Russ Jensen

Village of Glenview
Village Engineer
1370 Shermer Road
Glenview, IL 60025
847-998-9500

Chris Tomich

Village of Morton Grove
Village Engineer
7840 N. Nagle
Morton Grove, IL 60053
847-663-3902

Our firm is certified as a Disadvantaged Business Enterprise (DBE) by the State of Illinois, Department of Transportation and a Minority Business Enterprise (MBE) with the City of Chicago and Cook County.

SANTACRUZ ASSOCIATES, LTD. EXHIBIT F
CONTRACT I-11-4029
SCOPE OF SERVICES

1. Negotiation in order to facilitate the acquisition of the right of way parcels. If negotiations fail or are terminated for any other reason (e.g., missing property owner or title exceptions which cannot be removed), Subconsultant shall make a recommendation to Tollway to acquire the right-of-way by means of eminent domain proceedings.
2. Preparation of deeds, grants of easements, releases, affidavits, receipts and all other documents necessary to properly acquire the needed parcels and those documents necessary to clear title in accordance with the policies and procedures of Tollway.
3. Testimony in court by negotiator as a witness on behalf of Tollway during eminent domain trials to detail the negotiation process and communications with the property owner concerning the right-of-way.
4. Preparation and maintenance of timely, accurate parcel data information as required by Tollway.

EXHIBIT G

**CURRENT OBLIGATIONS FOR PROJECT
I-11-4029
Santacruz Associates Ltd.**

| Route & Job No. | Work Scope & Description of Project | Fee (Including all Supplementals and Extra Work Orders) | Fee Remaining To Be Earned | Estimated Date of Completion |
|--|--|--|---------------------------------------|---|
| Aurora – Church Rd | Land Negotiations, Appraisal & Review appraisal | \$42,000 | \$42,000 | May 2012 |
| US 12/45 (R-90-026-11) | Land Negotiations | \$22,385 | \$22,385 | May 2012 |
| River Road (R-90-072-22) | Land Negotiations | \$119,455 | \$64,705 | August 2012 |
| IL 19 (R-91-014-07) | Land Negotiations | \$56,800 | \$18,870 | May 2012 |
| US 41 (R-91-021-02) | Land Negotiations | \$61,625 | \$9,125 | August 2012 |
| US 38 (R-91-030-01) | Land Negotiations | \$36,470 | \$10,875 | June 2012 |
| IL 59 (R-91-035-09) | Land Negotiations | \$136,760 | \$45,165 | June 2012 |
| I-90 & IL47 | Land Negotiations | \$25,000 | \$25,000 | April 2012 |
| Peterson Rd – Lake County | Land Negotiations, Appraisal & Review appraisal | \$60,500 | \$41,300 | June 2012 |
| Washington – Lake County | Land Negotiations, Appraisal & Review appraisal | \$366,300 | \$366,300 | April 2013 |
| Fairfield & IL134 – Lake County | Land Negotiations, Appraisal & Review appraisal | \$261,300 | \$261,300 | April 2013 |
| Schaumburg & Barrington Rds | Land Negotiations | \$33,700 | \$33,700 | August 2012 |
| 143 rd St - Will County | Land Negotiations | \$34,000 | \$32,000 | December 2012 |
| 95 th Street – Will County | Land Negotiations | \$58,000 | \$58,000 | December 2012 |

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

| | | |
|---|-----------------------------|-------|
| 1 | | |
| | Direct Labor | _____ |
| | Direct Costs | _____ |
| | Services by Others | \$ - |
| | Maximum Allowable Fee (ULC) | \$ - |

| | | |
|---|-----------------------------|-------|
| 2 | | |
| | Direct Labor | _____ |
| | Direct Costs | _____ |
| | Services by Others | \$ - |
| | Maximum Allowable Fee (ULC) | \$ - |

TOTAL DBE/MBE/WBE Subconsultants: \$ -

DBE/MBE/WBE Percentage of Total Fee: 0.00%

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:

1 _____

| | | |
|-----------------------------|----------|---|
| Direct Labor | _____ | |
| Direct Costs | _____ | |
| Services by Others | \$ _____ | - |
| Maximum Allowable Fee (ULC) | \$ _____ | - |

2 _____

| | | |
|-----------------------------|----------|---|
| Direct Labor | _____ | |
| Direct Costs | _____ | |
| Services by Others | \$ _____ | - |
| Maximum Allowable Fee (ULC) | \$ _____ | - |

3 _____

| | | |
|-----------------------------|----------|---|
| Direct Labor | _____ | |
| Direct Costs | _____ | |
| Maximum Allowable Fee (ULC) | \$ _____ | - |

4 _____

| | | |
|-----------------------------|----------|---|
| Direct Labor | _____ | |
| Direct Costs | _____ | |
| Maximum Allowable Fee (ULC) | \$ _____ | - |

5 _____

| | | |
|-----------------------------|----------|---|
| Direct Labor | _____ | |
| Direct Costs | _____ | |
| Maximum Allowable Fee (ULC) | \$ _____ | - |

EXHIBIT "I"
PAGE 136 OF 222

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

TOTAL SERVICES BY OTHERS: \$ _____ -

Project Number:

I-11-4029

Consultant: Civiltech Engineering, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | Apr-12 | May-12 | Jun-12 | Jul-12 | Aug-12 | Sep-12 | Oct-12 | Nov-12 | Dec-12 | Jan-13 | Feb-13 | Mar-13 | TOTAL HOURS |
|------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|
| | MONTHS | | | | | | | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Inspect local area | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| Describe property characteristics | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 3 | 4 | 4 | 29 |
| Describe market data/activity | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 3 | 4 | 4 | 29 |
| Research comparable sales | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 3 | 4 | 4 | 29 |
| Appraise fair market value/damages | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 3 | 4 | 4 | 29 |
| Prepare appraisal report | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 3 | 3 | 4 | 4 | 30 |
| Perform review appraisal | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 3 | 3 | 4 | 4 | 30 |
| TOTALS | 14 | 14 | 14 | 14 | 14 | 14 | 14 | 14 | 16 | 20 | 26 | 26 | 200 |
| TOTAL ALL TASK WORKHOURS | | | | | | | | | | | | | See Page 5 |

Notes:

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

Date Revised 02/11/10

Project Number:

I-11-4029

Consultant: Civitech Engineering, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | Apr-13 | May-13 | Jun-13 | Jul-13 | Aug-13 | Sep-13 | Oct-13 | Nov-13 | Dec-13 | Jan-14 | Feb-14 | Mar-14 | TOTAL HOURS |
|------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Inspect local area | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| Describe property characteristics | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| Describe market data/activity | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| Research comparable sales | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| Appraise fair market value/damages | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| Prepare appraisal report | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| Perform review appraisal | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| TOTALS | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 420 |

TOTAL ALL TASK WORKHOURS See Page 5

Notes:

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

Date Revised 02/11/10

PAGE 138 OF 222
EXHIBIT "A"

Project Number:

I-11-4029

Consultant: Civiltch Engineering, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | Apr-14 | May-14 | Jun-14 | Jul-14 | Aug-14 | Sep-14 | Oct-14 | Nov-14 | Dec-14 | Jan-15 | Feb-15 | Mar-15 | TOTAL HOURS |
|------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Inspect local area | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| Describe property characteristics | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| Describe market data/activity | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| Research comparable sales | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| Appraise fair market value/damages | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| Prepare appraisal report | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| Perform review appraisal | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| TOTALS | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 420 |

TOTAL ALL TASK WORKHOURS See Page 5

Notes:

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

Date Revised 02/11/10

PAGE 139 OF 222
EXHIBIT "1"

Project Number:

I-11-4029

Consultant: Civiltech Engineering, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | Apr-15 | May-15 | Jun-15 | Jul-15 | Aug-15 | Sep-15 | Oct-15 | Nov-15 | Dec-15 | Jan-16 | Feb-16 | Mar-16 | TOTAL HOURS |
|------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|
| | MONTHS | | | | | | | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Inspect local area | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| Describe property characteristics | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| Describe market data/activity | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| Research comparable sales | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| Appraise fair market value/damages | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| Prepare appraisal report | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| Perform review appraisal | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| TOTALS | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 420 |

TOTAL ALL TASK WORKHOURS See Page 5

Notes:

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

Date Revised 02/11/10

PAGE 140 OF 222
 EXHIBIT "1"

Project Number:

I-11-4029

Consultant: Civiltech Engineering, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | Apr-16 | May-16 | Jun-16 | Jul-16 | Aug-16 | Sep-16 | Oct-16 | Nov-16 | Dec-16 | Jan-17 | Feb-17 | Mar-17 | TOTAL HOURS |
|------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Inspect local area | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 10 | 10 | 70 |
| Describe property characteristics | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 10 | 10 | 70 |
| Describe market data/activity | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 10 | 10 | 70 |
| Research comparable sales | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 10 | 10 | 70 |
| Appraise fair market value/damages | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 10 | 10 | 70 |
| Prepare appraisal report | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 10 | 10 | 70 |
| Perform review appraisal | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 10 | 10 | 70 |
| TOTALS | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 70 | 70 | 490 |
| TOTAL ALL TASK WORKHOURS | | | | | | | | | | | | | 1,950.00 |

Notes:

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

Date Revised 02/11/10

PAGE 141 OF 222
 EXHIBIT "1"

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 1,950.00
(From Exhibit A)

Total Dollars: \$ 70,891.00
(From Exhibit C-3)

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

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 197,934.80

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

* TOTAL DIRECT COSTS (from Exhibit D) \$ 6,065.20

C. SERVICES BY OTHERS (List all Subconsultants)

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |

TOTAL SERVICES BY OTHERS (from Exhibit H) \$ -

D. ADDITIONAL SERVICES (Requires Prior Authorization) \$ -

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) \$ 204,000.00

Project No.: :1-11-4029

Consultant: Civiltech Engineering, Inc.

Date: 2/27/2012

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

| Classification | Name (See note 1 below) | Current Hourly Rate | Classification Average Rate (see note 2 below) | Eligible For Prem. O/T? |
|---|-------------------------|---------------------|--|-------------------------|
| Project Principal / Appraiser | David W. White | 70.00 | 70.00 | No |
| Project Coordinator/Appraisal Assistant | Mary E. White | 25.75 | 25.75 | No |
| Associate Appraiser | Kelsey G. White | 19.00 | 19.00 | No |
| Administrative Assistant | Theresa M. Bratanch | 17.85 | 17.33 | No |
| | Adrienne S. Hogan | 16.80 | | |
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- * Exhibit C-1 is a comprehensive list of classifications of company employees.
- (1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.
- (2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.

Project No.: I-11-4029

Consultant: Civiltch Engineering, Inc

Date: 2/27/2012

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 NO. OF MONTHS
 SCHEDULED START DATE: 4/1/2012
 RAISE DATE: 1/1/2013
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR

| | | | | | |
|-----------------------|---------------------------------|--------------------------------|---------------------------------|--------------------------------|--------------------------------|
| 4/1/2012 - 12/31/2012 | 1/1/2013 - 12/31/2013 | 1/1/2014 - 12/31/2014 | 1/1/2015 - 12/31/2015 | 1/1/2016 - 12/31/2016 | 1/1/2017 - 3/31/2017 |
| Date Date | Date Date | Date Date | Date Date | Date Date | Date Date |
| 9.0 | 12.0 | 12.0 | 12.0 | 12.0 | 3.0 |
| 60.0 | 60.0 | 60.0 | 60.0 | 60.0 | 60.0 |
| 15.00% | 20.60% | 21.22% | 21.65% | 22.51% | 5.80% |
| Factor First Period | Escalation Factor Second Period | Escalation Factor Third Period | Escalation Factor Fourth Period | Escalation Factor Fifth Period | Escalation Factor Fifth Period |

The escalation factor for this project is: 106.98%

EXHIBIT "1"
PAGE 144 OF 222

Project No.: 1-11-4029

Consultant: Civiltech Engineering, Inc

Date: 2/27/2012

Total Escalation Factor from C-2: 106.98%

EXHIBIT C-3: DIRECT LABOR CALCULATION

| Classification (From Exhibit C-1) | (1) Current Average Hourly Rate (From Exhibit C-1) | (2) Escalated Average Hourly Rate (see note) | (3) Estimated Work Hours (Including) | Direct Labor Extension (Col. 2 x Col. 3) |
|---|---|---|---|---|
| Project Principal / Appraiser | \$70.00 | \$70.00 | 560.00 | \$ 39,200.00 |
| Project Coordinator/Appraisal Assistant | \$25.75 | \$27.55 | 530.00 | \$ 14,600.00 |
| Associate Appraiser | \$19.00 | \$20.33 | 530.00 | \$ 10,773.00 |
| Administrative Assistant | \$17.33 | \$18.54 | 330.00 | \$ 6,118.00 |
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Total Estimated Work Hours: 1,950.00
Must Match Exhibit A

Total Direct Labor: \$ 70,691.00

Average Hourly Rate: \$ 36.25

(1) Current Average Hourly Rate x Escalation Factor
* Average Hourly Rates cannot exceed applicable salary caps.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

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

| | | |
|---------|------------------------------------|----------------------|
| Mileage | \$ <u> 0.510 </u> X <u> 6,000 </u> | \$ <u> 3,060.00 </u> |
| | Mileage Rate No. of Miles | |

(Use mileage rate found at:

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

| | |
|------------------------------------|-----------------------------|
| TOTAL VEHICLE REIMBURSEMENT | \$ <u> 3,060.00 </u> |
|------------------------------------|-----------------------------|

B. ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here: \$ 3,005.20

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 | Estimated Amount |
|----------------------|------------------|

| | |
|--|------|
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| | \$ - |

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|------------------------------------|--|
| TOTAL ITEMIZED DIRECT COSTS | \$ <u> - </u> |
|------------------------------------|--|

Date Revised 02/11/10

EXHIBIT D (Continued)

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

D. PREMIUM OVERTIME

| Classification | Estimate of Overtime Hours | Escalated Hourly Rate (Premium Portion Only) | Premium Overtime Dollars (Hours x Rate) |
|----------------|----------------------------|--|---|
| | | | \$ - |
| | | | \$ - |
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| | | | \$ - |

TOTAL PREMIUM OVERTIME \$ -

TOTAL REIMBURSABLE DIRECT COSTS (A+B+C+D) \$ 6,065.20

* All reimbursable direct costs as listed in Schedule D, Section B will be verified against worksheet of Approved Costs (see attached list) and paid in accordance with the contract (to the upper limit of compensation for Miscellaneous Direct Expenses).

Project No. I-11-4029 Consultant: David W. White

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal / Appraiser: David W. White

Classification: Project Principal/Appraiser

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

Attach resumes of all key personnel

ALLOWABLE DIRECT COSTS

08.01.2008

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones (maximum of 3 without additional approval. Personal phones that do not remain on the job site are not allowable)

\$70/month/phone
(Maximum)

Radio Communication
2-way Radio

Actual Cost
Actual Cost

**Vehicles (Only for Vehicles assigned to project)
DAILY RATE ONLY**

\$45/day (Maximum)
Including Tolls

The number of days will be calculated as follows:

For extended stay** - Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) - Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on
firm policy

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

NOTES:

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

Project No. _____ Consultant: David W. White

EXHIBIT E - KEY PROJECT PERSONNEL

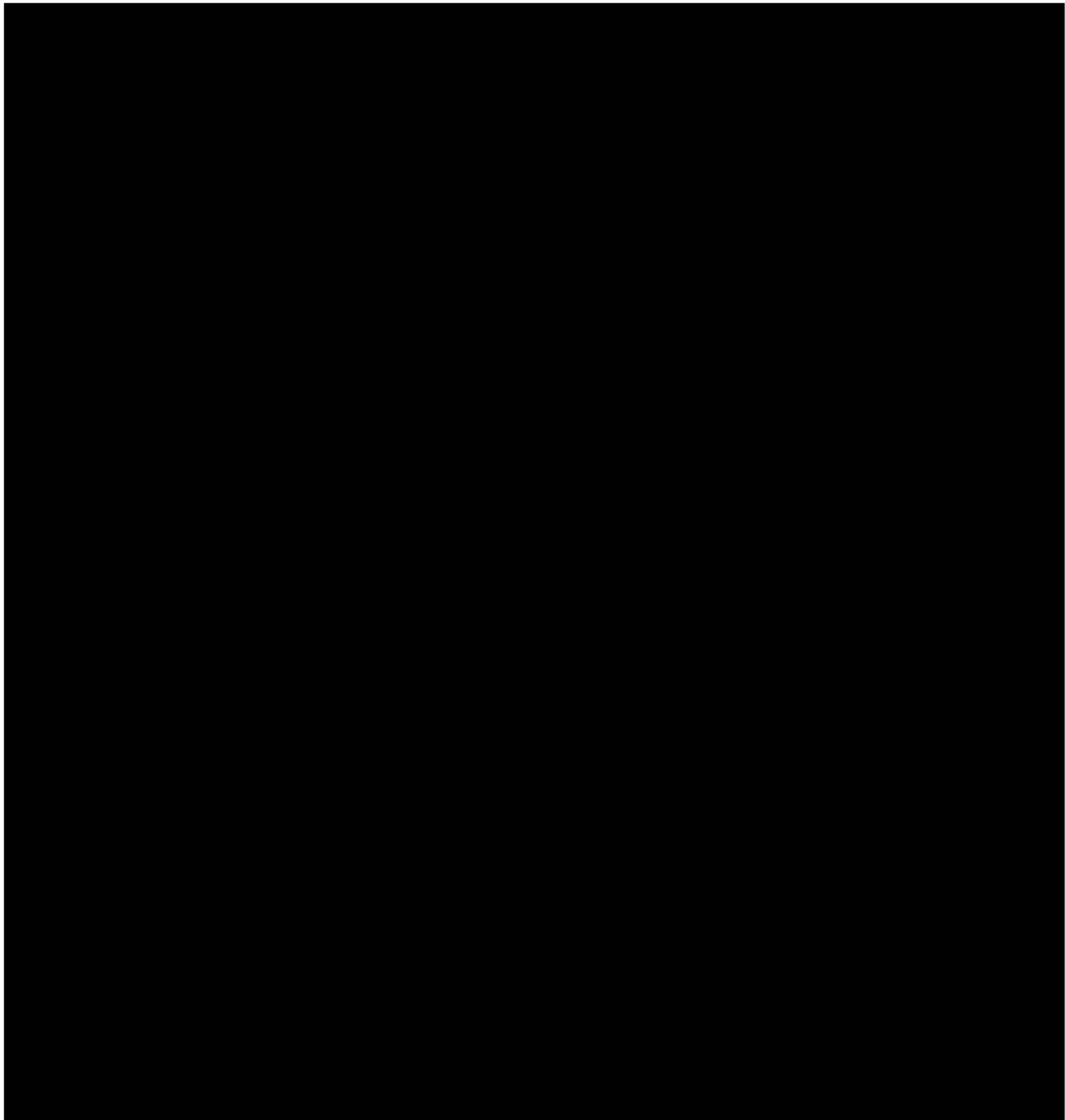
Project Principal / Appraiser: David W. White

Classification: Project Principal/Appraiser

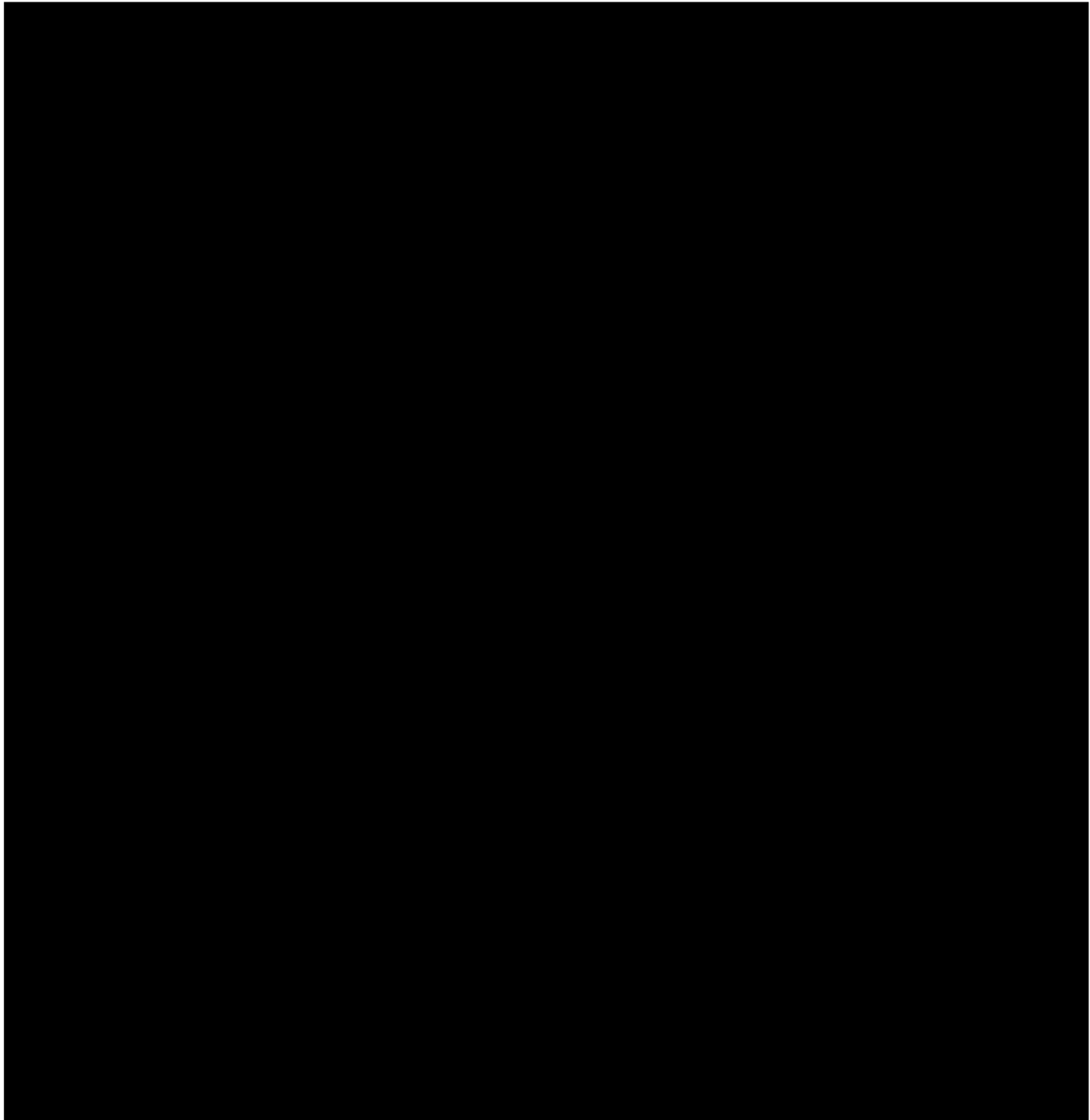
List all key personnel titles that are applicable to this project.

Attach resumes of all key personnel

David W. White
Director of Valuation Services



David W. White
Director of Valuation Services



CIVILTECH ENGINEERING INC EXHIBIT F
CONTRACT I-11-4029
SCOPE OF SERVICES

1. Inspect the neighborhood and local area noting utility and transportation infrastructure to the extent required for the highest and best use of the property.
2. As of the date of valuation adequately describe the physical characteristics of the property being appraised including known and observed encumbrances, title information, location, zoning (current, proposed and probability of rezoning), use, stage of development, concurrency with local and regional land use plans, an analysis and supported determination of highest and best use, and adequate sales history of the property (e.g., when acquired, amount paid, etc.). The appraisal report needs to include how the appraiser determined the above information.
3. Adequately describe and analyze all relevant market data and activity as of the date of value.
4. Inspect, research, analyze and verify comparable sales with public sources and with a party to the transaction, buyer, seller, or broker or attorney.
5. Appraise the fair market value of the property, and damages to the remainder if any. The property is to be appraised based on a date in the past, thus the "retrospective appraisal" specification should be met by the appraiser (see below under Assumptions and Limiting Conditions).
6. Report the appraiser's analysis, opinions, and conclusions in the appraisal report. The appraisal report must include the plat or sketch of the property and provide the location and dimensions of any improvements. The appraisal report shall include adequate photographs of the subject property and of the comparable sales and provide location maps of the property and comparable sales. The appraisal report shall contain the following as of the date of valuation; an adequate description of the physical characteristics of the property being appraised including items identified as personal property, a state of the known and observed encumbrances, title information, location, zoning (current and proposed), use stage of development, concurrency with local and regional land use plans, an analysis of highest and best use, and adequate sales history of the property (e.g., when acquired, amount paid, etc.).

EXHIBIT G

**CURRENT OBLIGATIONS FOR PROJECT
I-11-4029
Civiltech Engineering, Inc.**

| Route & Job No. | Work Scope & Description of Project | Fee (Including all Supplementals and Extra Work Orders) | Fee Remaining To Be Earned | Estimated Date of Completion |
|--------------------------------|--|--|---------------------------------------|---|
| ISTHA RFQ-11-0005 | Appraisals, Review, Negotiations | \$150,000 | \$78,000 | 6/2014 |

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1 _____

| | |
|-----------------------------|------------|
| Direct Labor | _____ |
| Direct Costs | _____ |
| Services by Others | \$ _____ - |
| Maximum Allowable Fee (ULC) | \$ _____ - |

2 _____

| | |
|-----------------------------|------------|
| Direct Labor | _____ |
| Direct Costs | _____ |
| Services by Others | \$ _____ - |
| Maximum Allowable Fee (ULC) | \$ _____ - |

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

DBE/MBE/WBE Percentage of Total Fee: _____ 0.00%

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:

| | | | | | | | | | | | | | |
|-----------------------------|---|--------------|--|--|--------------|--|--|-----------------------------|----|---|-----------------------------|----|---|
| 1 | <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Maximum Allowable Fee (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table> | Direct Labor | | | Direct Costs | | | Services by Others | \$ | - | Maximum Allowable Fee (ULC) | \$ | - |
| Direct Labor | | | | | | | | | | | | | |
| Direct Costs | | | | | | | | | | | | | |
| Services by Others | \$ | - | | | | | | | | | | | |
| Maximum Allowable Fee (ULC) | \$ | - | | | | | | | | | | | |
| 2 | <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Maximum Allowable Fee (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table> | Direct Labor | | | Direct Costs | | | Services by Others | \$ | - | Maximum Allowable Fee (ULC) | \$ | - |
| Direct Labor | | | | | | | | | | | | | |
| Direct Costs | | | | | | | | | | | | | |
| Services by Others | \$ | - | | | | | | | | | | | |
| Maximum Allowable Fee (ULC) | \$ | - | | | | | | | | | | | |
| 3 | <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Maximum Allowable Fee (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table> | Direct Labor | | | Direct Costs | | | Maximum Allowable Fee (ULC) | \$ | - | | | |
| Direct Labor | | | | | | | | | | | | | |
| Direct Costs | | | | | | | | | | | | | |
| Maximum Allowable Fee (ULC) | \$ | - | | | | | | | | | | | |
| 4 | <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Maximum Allowable Fee (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table> | Direct Labor | | | Direct Costs | | | Maximum Allowable Fee (ULC) | \$ | - | | | |
| Direct Labor | | | | | | | | | | | | | |
| Direct Costs | | | | | | | | | | | | | |
| Maximum Allowable Fee (ULC) | \$ | - | | | | | | | | | | | |
| 5 | <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Maximum Allowable Fee (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table> | Direct Labor | | | Direct Costs | | | Maximum Allowable Fee (ULC) | \$ | - | | | |
| Direct Labor | | | | | | | | | | | | | |
| Direct Costs | | | | | | | | | | | | | |
| Maximum Allowable Fee (ULC) | \$ | - | | | | | | | | | | | |

EXHIBIT "I"
PAGE 158 OF 222

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

TOTAL SERVICES BY OTHERS: \$ _____

Project Number:

I-11-4029

Consultant: Swanson & Brown, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | Apr-12 | May-12 | Jun-12 | Jul-12 | Aug-12 | Sep-12 | Oct-12 | Nov-12 | Dec-12 | Jan-13 | Feb-13 | Mar-13 | TOTAL HOURS |
|---------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|
| | MONTHS | | | | | | | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Negotiations | 5 | 5 | 5 | 5 | 5 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 67 |
| Deed/ Doc preparation | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 48 |
| Testimony/communication | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 48 |
| Prepare/maintain parcel data | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 48 |
| TOTALS | 17 | 17 | 17 | 17 | 17 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 211 |
| TOTAL ALL TASK WORKHOURS | | | | | | | | | | | | | See Page 5 |

Notes:

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

Date Revised 02/11/10

PAGE

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EXHIBIT "1"

Project Number:

I-11-4029

Consultant: Swanson & Brown, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | Apr-13 | May-13 | Jun-13 | Jul-13 | Aug-13 | Sep-13 | Oct-13 | Nov-13 | Dec-13 | Jan-14 | Feb-14 | Mar-14 | TOTAL HOURS |
|------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|
| | MONTHS | | | | | | | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Negotiations | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 108 |
| Deed/ Doc preparation | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| Testimony/communication | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| Prepare/maintain parcel data | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| TOTALS | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 288 |

TOTAL ALL TASK WORKHOURS See Page 5

Notes:

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

Date Revised 02/11/10

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 EXHIBIT 11th

Project Number:

I-11-4029

Consultant: Swanson & Brown, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | Apr-14 | May-14 | Jun-14 | Jul-14 | Aug-14 | Sep-14 | Oct-14 | Nov-14 | Dec-14 | Jan-15 | Feb-15 | Mar-15 | TOTAL HOURS |
|------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|
| | MONTHS | | | | | | | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Negotiations | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 108 |
| Deed/ Doc preparation | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| Testimony/communication | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| Prepare/maintain parcel data | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| TOTALS | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 288 |

TOTAL ALL TASK WORKHOURS See Page 5

Notes:

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

Date Revised 02/11/10

PAGE

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EXHIBIT "A"

Project Number:

I-11-4029

Consultant: Swanson & Brown, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | Apr-15 | May-15 | Jun-15 | Jul-15 | Aug-15 | Sep-15 | Oct-15 | Nov-15 | Dec-15 | Jan-16 | Feb-16 | Mar-16 | TOTAL HOURS |
|------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|
| | MONTHS | | | | | | | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Negotiations | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 108 |
| Deed/ Doc preparation | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| Testimony/communication | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| Prepare/maintain parcel data | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| TOTALS | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 288 |

TOTAL ALL TASK WORKHOURS See Page 5

Notes:

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

Date Revised 02/11/10

PAGE

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EXHIBIT "1"

Project Number:

I-11-4029

Consultant: Swanson & Brown, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS | | | | | | | | | | | | TOTAL HOURS | |
|---------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|-----|
| | Apr-16 | May-16 | Jun-16 | Jul-16 | Aug-16 | Sep-16 | Oct-16 | Nov-16 | Dec-16 | Jan-17 | Feb-17 | Mar-17 | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | | |
| Negotiations | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| Deed/ Doc preparation | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| Testimony/communication | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| Prepare/maintain parcel data | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| TOTALS | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 240 |
| TOTAL ALL TASK WORKHOURS | | | | | | | | | | | | | 1,315.00 | |

Notes:

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

Date Revised 02/11/10

PAGE 103 OF 222
 EXHIBIT "A"

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 1,315.00
(From Exhibit A)

Total Dollars: \$ 52,596.00
(From Exhibit C-3)

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

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 147,268.80

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

* TOTAL DIRECT COSTS (from Exhibit D) \$ 5,731.20

C. SERVICES BY OTHERS (List all Subconsultants)

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |

TOTAL SERVICES BY OTHERS (from Exhibit H) \$ -

D. ADDITIONAL SERVICES (Requires Prior Authorization) \$ -

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) \$ 153,000.00

Project No.: I-11-4029

Consultant: Swanson & Brown, Ltd.

Date: 2/10/2012

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 NO. OF MONTHS
 SCHEDULED START DATE: 4/1/2012
 RAISE DATE: 1/1/2013
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR

| 4/1/2012 - 12/31/2012 | | 1/1/2013 - 12/31/2013 | | 1/1/2014 - 12/31/2014 | | 1/1/2015 - 12/31/2015 | | 1/1/2016 - 12/31/2016 | | 1/1/2017 - 3/31/2017 | |
|-----------------------|------|---------------------------------|------|--------------------------------|------|---------------------------------|------|--------------------------------|------|--------------------------------|------|
| Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date |
| 9.0 | | 12.0 | | 12.0 | | 12.0 | | 12.0 | | 3.0 | |
| 60.0 | | 60.0 | | 60.0 | | 60.0 | | 60.0 | | 60.0 | |
| 15.00% | | 20.60% | | 21.22% | | 21.85% | | 22.51% | | 5.80% | |
| Factor First Period | | Escalation Factor Second Period | | Escalation Factor Third Period | | Escalation Factor Fourth Period | | Escalation Factor Fifth Period | | Escalation Factor Fifth Period | |

The escalation factor for this project is: 106.98%

PAGE 166 OF 222 EXHIBIT "1"

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

| | | | | | |
|------------|----------------|---|-------------|----|---|
| Daily Rate | \$ - | X | 0 | \$ | - |
| | Includes Tolls | | No. of Days | | |

| | | | | | |
|---------|--------------|---|--------------|----|----------|
| Mileage | \$ 0.510 | X | 5,000 | \$ | 2,550.00 |
| | Mileage Rate | | No. of Miles | | |

(Use mileage rate found at:

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

| | | |
|------------------------------------|-----------|-----------------|
| TOTAL VEHICLE REIMBURSEMENT | \$ | 2,550.00 |
|------------------------------------|-----------|-----------------|

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

| | | |
|---|-----------|-----------------|
| http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWEDIRECTCOSTS_08012008.PDF | \$ | 3,181.20 |
|---|-----------|-----------------|

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 | Estimated Amount |
|----------------------|------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |

Date Revised 02/11/10 **TOTAL ITEMIZED DIRECT COSTS**

\$ -

EXHIBIT D (Continued)

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

D. PREMIUM OVERTIME

| Classification | Estimate of Overtime Hours | Escalated Hourly Rate (Premium Portion Only) | Premium Overtime Dollars (Hours x Rate) |
|----------------|----------------------------|--|---|
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
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| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |

TOTAL PREMIUM OVERTIME \$ -

TOTAL REIMBURSABLE DIRECT COSTS (A+B+C+D) \$ 5,731.20

* All reimbursable direct costs as listed in Schedule D, Section B will be verified against worksheet of Approved Costs (see attached list) and paid in accordance with the contract (to the upper limit of compensation for Miscellaneous Direct Expenses).

ALLOWABLE DIRECT COSTS

08.01.2008

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones (maximum of 3 without additional approval. Personal phones that do not remain on the job site are not allowable) \$70/month/phone (Maximum)

Radio Communication Actual Cost
2-way Radio Actual Cost

Vehicles (Only for Vehicles assigned to project) \$45/day (Maximum)
DAILY RATE ONLY Including Tolls

The number of days will be calculated as follows:

For extended stay** - Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on
firm policy

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

NOTES:

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

Project No. I-11-4029 Consultant: Swanson & Brown, Ltd.

EXHIBIT E - KEY PROJECT PERSONNEL

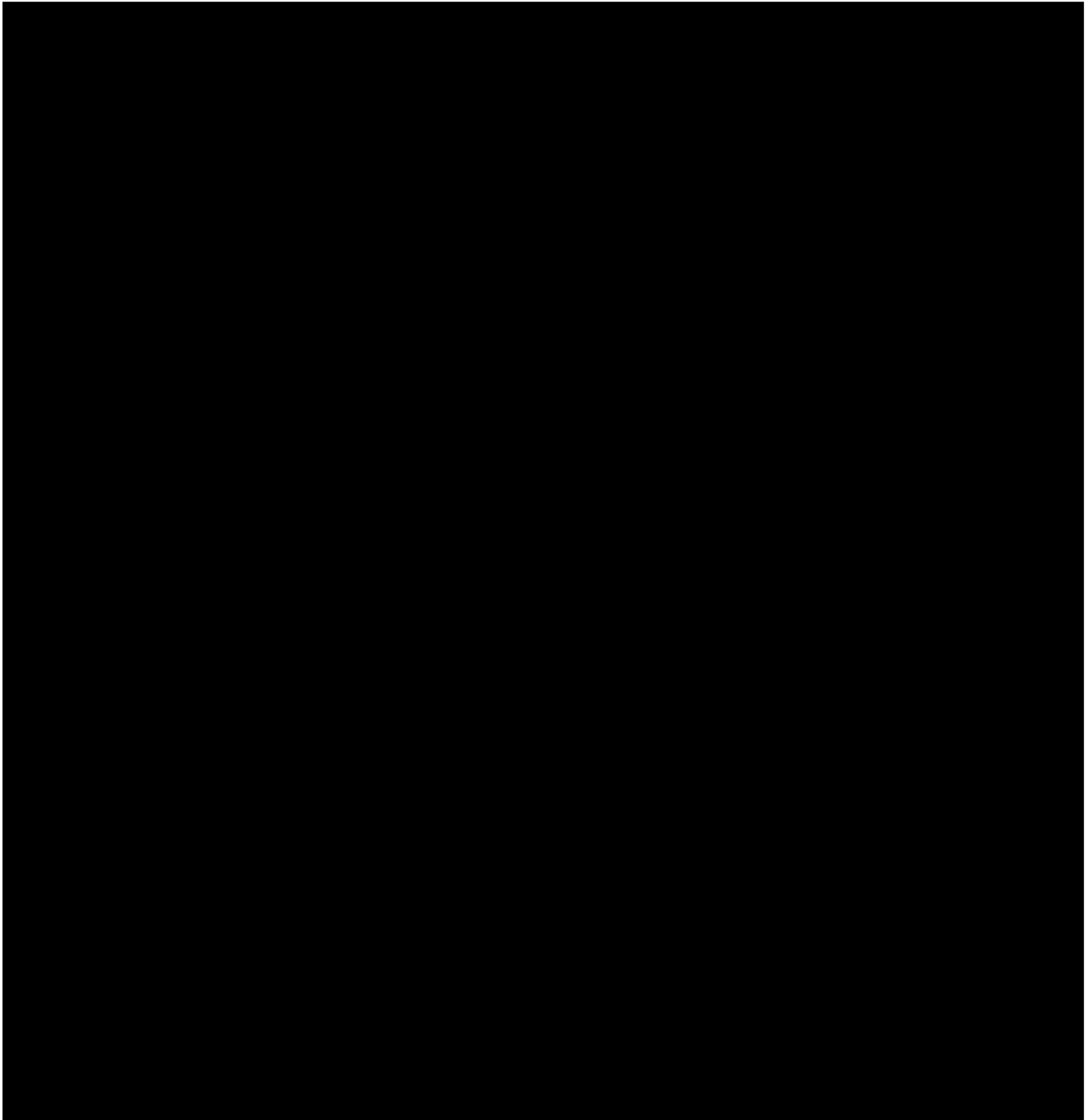
Project Principal / Negotiator: Thomas A. Brown

Classification: Project Principal/Negotiator

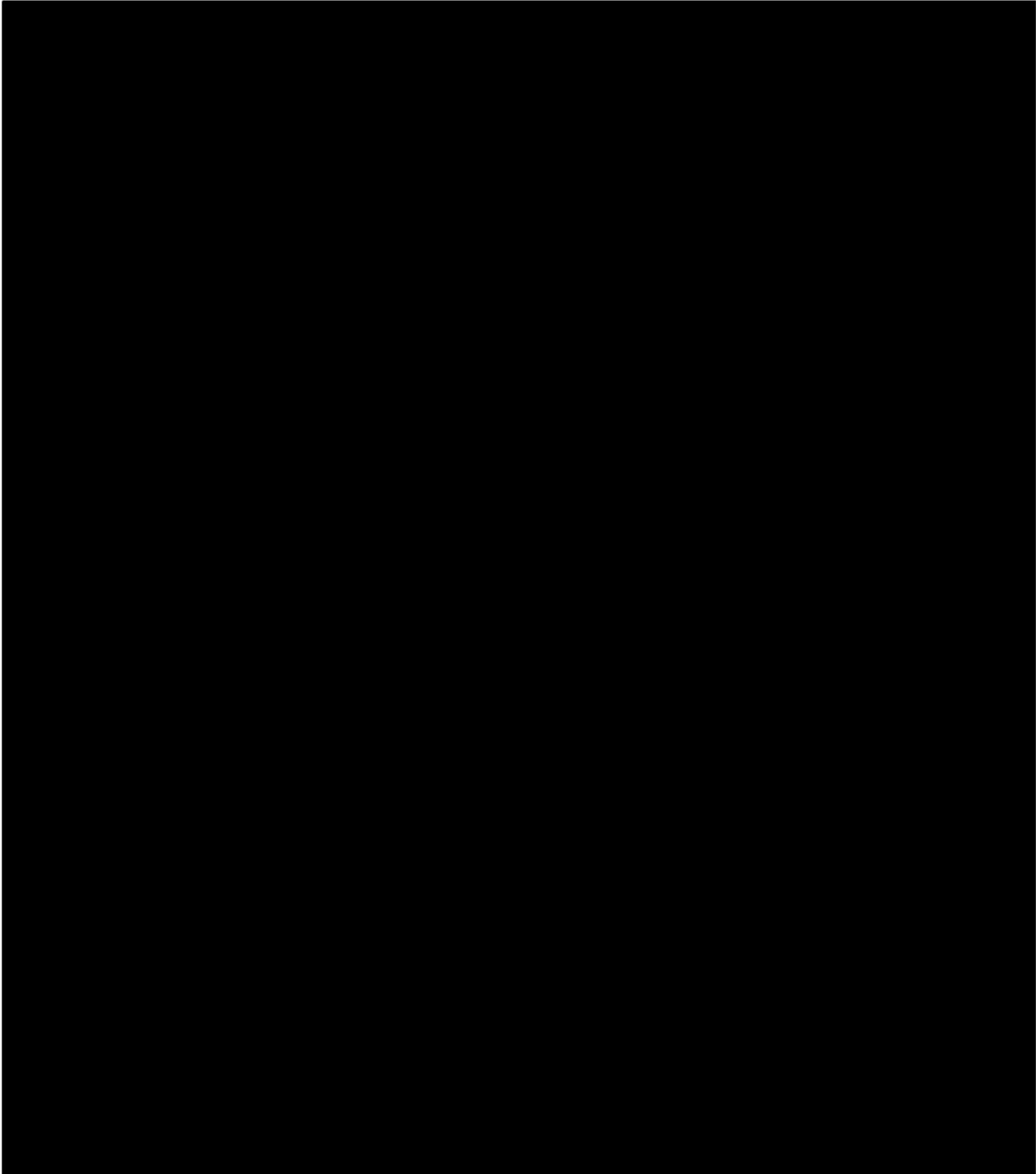
List all key personnel titles that are applicable to this project.

Attach resumes of all key personnel

THOMAS ALAN BROWN
Swanson & Brown, Ltd
12600 South Harlem Avenue, Suite 202
Palos Heights, Illinois 60463
tab@swansonandbrown.com
(708) 361-3434



THOMAS ALAN BROWN
Swanson & Brown, Ltd
12600 South Harlem Avenue, Suite 202
Palos Heights, Illinois 60463
tab@swansonandbrown.com
(708) 361-3434



SWANSON & BROWN LTD. EXHIBIT F
CONTRACT I-11-4029
SCOPE OF SERVICES

1. Negotiation in order to facilitate the acquisition of the right of way parcels. If negotiations fail or are terminated for any other reason (e.g., missing property owner or title exceptions which cannot be removed), Subconsultant shall make a recommendation to Tollway to acquire the right-of-way by means of eminent domain proceedings.
2. Preparation of deeds, grants of easements, releases, affidavits, receipts and all other documents necessary to properly acquire the needed parcels and those documents necessary to clear title in accordance with the policies and procedures of Tollway.
3. Testimony in court by negotiator as a witness on behalf of Tollway during eminent domain trials to detail the negotiation process and communications with the property owner concerning the right-of-way.
4. Preparation and maintenance of timely, accurate parcel data information as required by Tollway.

EXHIBIT G

CURRENT OBLIGATIONS FOR PROJECT

**Swanson and Brown, Ltd.
Negotiators: Thomas A. Brown, Pam Dorneden, Margaret (Peggy) Paluch**

| 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 US 45 R-90-04-07 60M61 | ROW acquisition | \$302,390 | \$25,505 | 4/2012 |
| IDOT IL 83 R-90-004-09 60M57 | ROW acquisition | \$80,650 | \$15,510 | 6/2012 |
| IDOT LaGrange Rd. @ Joliet Rd. R-90-008-11 60L73 | ROW acquisition | \$29,545 | \$29,545 | 6/2012 |
| IDOT IL 68 R-90-061-01 62385 | ROW acquisition | \$20,775 | \$20,775 | 9/2012 |
| IDOT IL 72 R-91-010-06 | ROW acquisition | \$31,935 | \$31,935 | 9/2012 |

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EXHIBIT "1"

EXHIBIT "1"

EXHIBIT G

CURRENT OBLIGATIONS FOR PROJECT

Swanson and Brown, Ltd.

Negotiators: Thomas A. Brown, Pam Dorneden, Margaret (Peggy) Paluch

60A95

| | | | | |
|-----------------------------|-----------------|----------|----------|--------|
| IDOT | ROW acquisition | \$3,650 | \$0 | 6/2012 |
| McCarthy Rd. | | | | |
| R-90-012-10 | | | | |
| 60L79 | | | | |
| Will County | ROW acquisition | \$16,425 | \$16,425 | t/b/a |
| Goodenow Rd over Plum Creek | | | | |
| R-55-001-97 | | | | |

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1 _____

| | |
|-----------------------------|------------|
| Direct Labor | _____ |
| Direct Costs | _____ |
| Services by Others | \$ _____ - |
| Maximum Allowable Fee (ULC) | \$ _____ - |

2 _____

| | |
|-----------------------------|------------|
| Direct Labor | _____ |
| Direct Costs | _____ |
| Services by Others | \$ _____ - |
| Maximum Allowable Fee (ULC) | \$ _____ - |

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

DBE/MBE/WBE Percentage of Total Fee: _____ 0.00%

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:

1 _____
 Direct Labor _____
 Direct Costs _____
 Services by Others \$ -
 Maximum Allowable Fee (ULC) \$ -

2 _____
 Direct Labor _____
 Direct Costs _____
 Services by Others \$ -
 Maximum Allowable Fee (ULC) \$ -

3 _____
 Direct Labor _____
 Direct Costs _____
 Maximum Allowable Fee (ULC) \$ -

4 _____
 Direct Labor _____
 Direct Costs _____
 Maximum Allowable Fee (ULC) \$ -

5 _____
 Direct Labor _____
 Direct Costs _____
 Maximum Allowable Fee (ULC) \$ -

EXHIBIT "H"
 PAGE 180 OF 222

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

TOTAL SERVICES BY OTHERS: \$ -

Project Number: L-11-4029

Consultant: T Engineering Service, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | Apr-12 | May-12 | Jun-12 | Jul-12 | Aug-12 | Sep-12 | Oct-12 | Nov-12 | Dec-12 | Jan-13 | Feb-13 | Mar-13 | TOTAL HOURS |
|---|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Inspect local area | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 6 |
| Describe property characteristics | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 |
| Describe market data/activity | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 |
| Research comparable sales appraisals for market value/damages | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 |
| Prepare appraisal report | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 |
| Perform review appraisal | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 |
| TOTALS | 6 | 7 | 6 | 7 | 6 | 7 | 6 | 7 | 6 | 7 | 6 | 7 | 78 |
| TOTAL ALL TASK WORKHOURS | | | | | | | | | | | | | See Page 5 |

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

Date Revised 02/11/10

Project Number:

I-11-4029

Consultant: T Engineering Service, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | Apr-13 | May-13 | Jun-13 | Jul-13 | Aug-13 | Sep-13 | Oct-13 | Nov-13 | Dec-13 | Jan-14 | Feb-14 | Mar-14 | TOTAL HOURS |
|------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|
| | MONTHS | | | | | | | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Inspect local area | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| Describe property characteristics | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| Describe market data/activity | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| Research comparable sales | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| Appraise fair market value/damages | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| Prepare appraisal report | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 |
| Perform review appraisal | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| TOTALS | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 156 |
| TOTAL ALL TASK WORKHOURS | | | | | | | | | | | | | See Page 5 |

Notes:

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

Date Revised 02/11/10

Project Number: I-11-4029

Consultant: T Engineering Service, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | Apr-14 | May-14 | Jun-14 | Jul-14 | Aug-14 | Sep-14 | Oct-14 | Nov-14 | Dec-14 | Jan-15 | Feb-15 | Mar-15 | TOTAL HOURS |
|------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|
| | MONTHS | | | | | | | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Inspect local area | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| Describe property characteristics | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| Describe market data/activity | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| Research comparable sales | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| Appraise fair market value/damages | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| Prepare appraisal report | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 |
| Perform review appraisal | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| TOTALS | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 156 |

TOTAL ALL TASK WORKHOURS See Page 5

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

Date Revised 02/11/10

PAGE

EXHIBIT "1"
183 OF 222

Project Number:

I-11-4029

Consultant: T Engineering Service, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | Apr-15 | May-15 | Jun-15 | Jul-15 | Aug-15 | Sep-15 | Oct-15 | Nov-15 | Dec-15 | Jan-16 | Feb-16 | Mar-16 | TOTAL HOURS |
|------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|
| | MONTHS | | | | | | | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Inspect local area | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| Describe property characteristics | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| Describe market data/activity | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| Research comparable sales | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| Appraise fair market value/damages | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| Prepare appraisal report | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 |
| Perform review appraisal | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| TOTALS | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 156 |
| TOTAL ALL TASK WORKHOURS | | | | | | | | | | | | | See Page 5 |

Notes:

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

Date Revised 02/11/10

Project Number: I-11-4029

Consultant: T Engineering Service, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS | | | | | | | | | | | | TOTAL HOURS |
|---|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|
| | Apr-16 | May-16 | Jun-16 | Jul-16 | Aug-16 | Sep-16 | Oct-16 | Nov-16 | Dec-16 | Jan-17 | Feb-17 | Mar-17 | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Inspect local area residential property characteristics | 2 | 2 | 2 | 2 | 2 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 31 |
| residential market data/activity | 2 | 2 | 2 | 2 | 2 | 3 | 3 | 3 | 3 | 3 | 3 | 2 | 30 |
| Research/Comparative sales | 2 | 2 | 2 | 2 | 2 | 3 | 3 | 3 | 3 | 3 | 3 | 2 | 30 |
| Appraisal (all market value/damages) | 2 | 2 | 2 | 2 | 2 | 3 | 3 | 3 | 3 | 3 | 3 | 2 | 30 |
| Prepare appraisal report | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 |
| Final review appraisal | 2 | 2 | 2 | 2 | 2 | 3 | 3 | 2 | 2 | 2 | 2 | 2 | 26 |
| TOTALS | 13 | 13 | 13 | 13 | 13 | 19 | 19 | 18 | 18 | 18 | 18 | 14 | 189 |
| TOTAL ALL TASK WORKHOURS | | | | | | | | | | | | 735.00 | |

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

Date Revised 02/11/10

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

| | |
|--|--|
| Total Work Hours: <u>735.00</u> (From Exhibit A) | Total Dollars: \$ <u>35,264.00</u> (From Exhibit C-3) |
| Multiplier to be used on this project: Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO) | <u>2.80</u> |
| DIRECT REGULAR SALARY TIMES MULTIPLIER | \$ <u>98,739.20</u> |

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

* TOTAL DIRECT COSTS (from Exhibit D) \$ 3,260.80

C. SERVICES BY OTHERS (List all Subconsultants)

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |

TOTAL SERVICES BY OTHERS (from Exhibit H) \$ -

D. ADDITIONAL SERVICES (Requires Prior Authorization) \$ -

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) \$ 102,000.00

Project No.: I-11-4029

Consultant: T Engineering Service, Ltd.

Date: 2/10/2012

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 NO. OF MONTHS
 SCHEDULED START DATE: 4/1/2012
 RAISE DATE: 1/1/2013
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR

| 4/1/2012 - 12/31/2012 | | 1/1/2013 - 12/31/2013 | | 1/1/2014 - 12/31/2014 | | 1/1/2015 - 12/31/2015 | | 1/1/2016 - 12/31/2016 | | 1/1/2017 - 3/31/2017 | |
|-----------------------|------|---------------------------------|------|--------------------------------|------|---------------------------------|------|--------------------------------|------|--------------------------------|------|
| Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date |
| 9.0 | | 12.0 | | 12.0 | | 12.0 | | 12.0 | | 3.0 | |
| 60.0 | | 60.0 | | 60.0 | | 60.0 | | 60.0 | | 60.0 | |
| 15.00% | | 20.60% | | 21.22% | | 21.85% | | 22.51% | | 5.80% | |
| Factor First Period | | Escalation Factor Second Period | | Escalation Factor Third Period | | Escalation Factor Fourth Period | | Escalation Factor Fifth Period | | Escalation Factor Fifth Period | |

The escalation factor for this project is: 106.98%

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate \$ - X 0 \$ -
Includes Tolls No. of Days

Mileage \$ 0.510 X 3,000 \$ 1,530.00
Mileage Rate No. of Miles

(Use mileage rate found at:

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

TOTAL VEHICLE REIMBURSEMENT \$ 1,530.00

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

\$ 1,730.80

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 | Estimated Amount |
|----------------------|------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |

TOTAL ITEMIZED DIRECT COSTS

\$ -

EXHIBIT D (Continued)

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

D. PREMIUM OVERTIME

| Classification | Estimate of Overtime Hours | Escalated Hourly Rate (Premium Portion Only) | Premium Overtime Dollars (Hours x Rate) |
|----------------|----------------------------|--|---|
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |

TOTAL PREMIUM OVERTIME \$ -

TOTAL REIMBURSABLE DIRECT COSTS (A+B+C+D) \$ 3,260.80

* All reimbursable direct costs as listed in Schedule D, Section B will be verified against worksheet of Approved Costs (see attached list) and paid in accordance with the contract (to the upper limit of compensation for Miscellaneous Direct Expenses).

ALLOWABLE DIRECT COSTS

08.01.2008

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

| | |
|--|---------------------------------------|
| Cell Phones (maximum of 3 without additional approval. Personal phones that do not remain on the job site are not allowable) | \$70/month/phone (Maximum) |
| Radio Communication 2-way Radio | Actual Cost Actual Cost |
| Vehicles (Only for Vehicles assigned to project) DAILY RATE ONLY | \$45/day (Maximum) Including Tolls |

The number of days will be calculated as follows:

For extended stay** - Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on
firm policy

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

NOTES:

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

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal /Appraiser: Keith T. Tadrowski

Classification: Project Principal / Appraiser

Project Principal /Appraiser: Fred T. Tadrowski

Classification: Project Principal / Appraiser

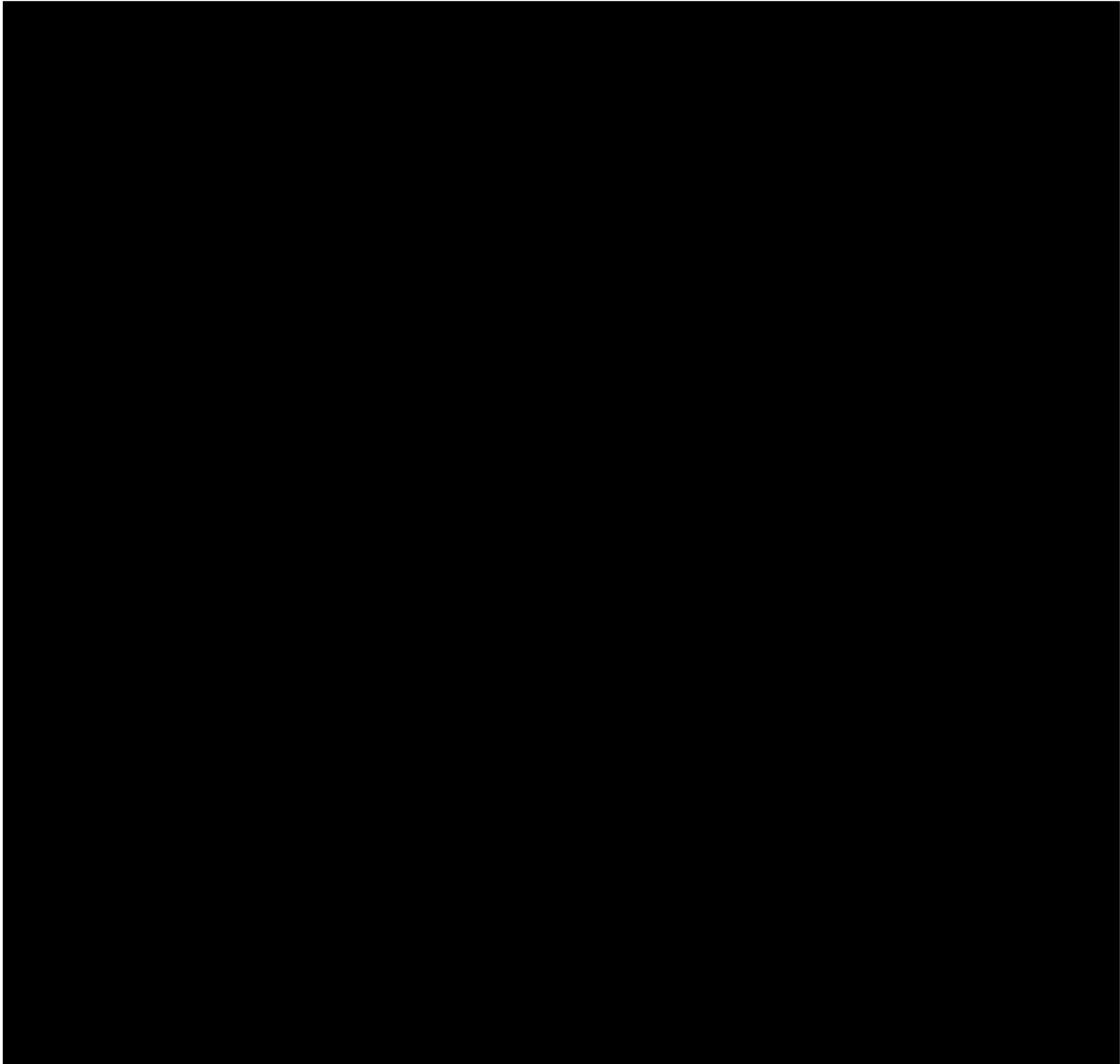
List all key personnel titles that are applicable to this project.

Attach resumes of all key personnel



"T" Engineering Services, Ltd.
real estate appraisers

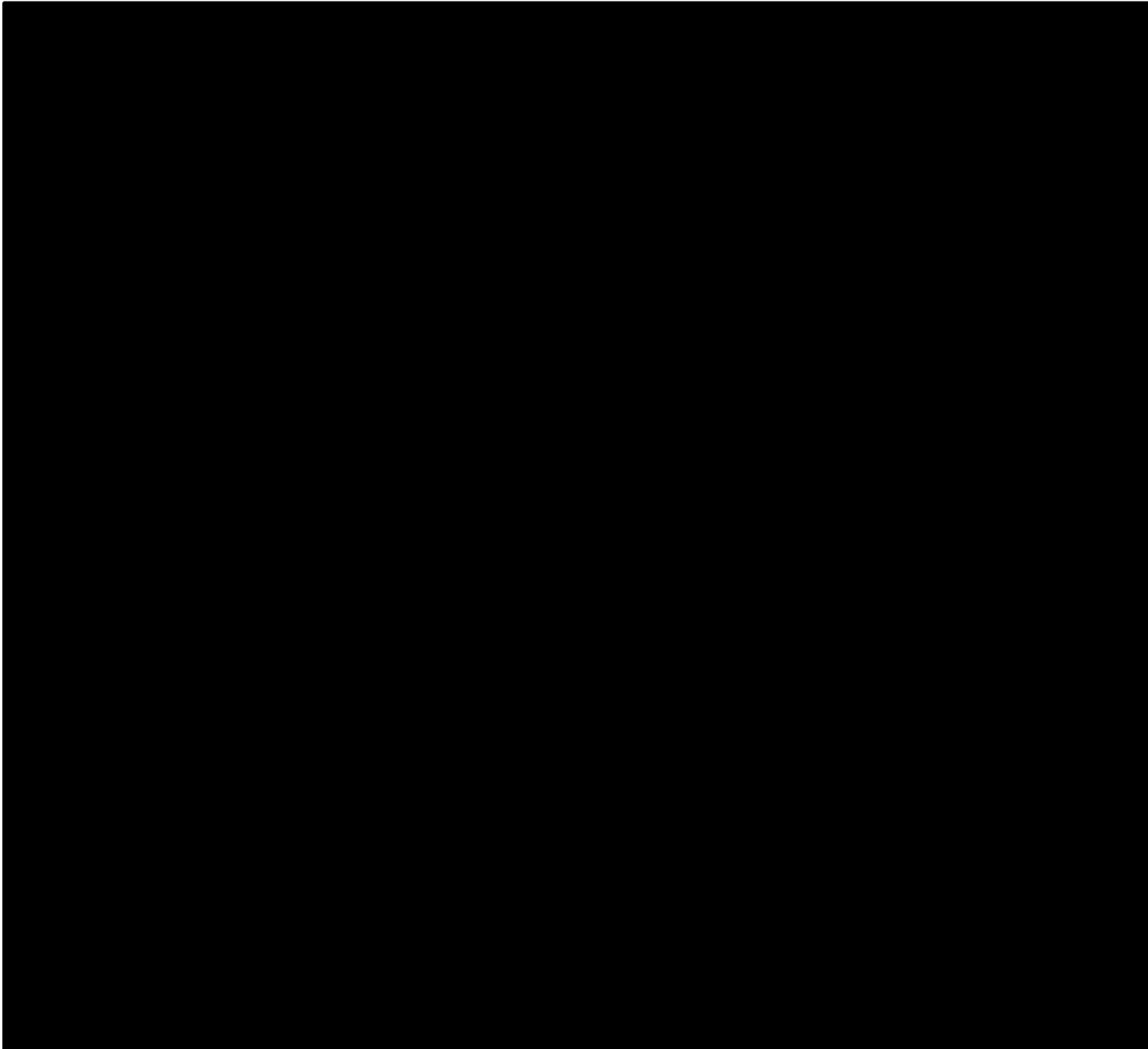
Fred T. Tadrowski
Senior Appraiser





*"T" Engineering Services, Ltd.
real estate appraisers*

Keith T. Tadrowski
President



T ENGINEERING LTD. EXHIBIT F
CONTRACT I-11-4029
SCOPE OF SERVICES

1. Inspect the neighborhood and local area noting utility and transportation infrastructure to the extent required for the highest and best use of the property.
2. As of the date of valuation adequately describe the physical characteristics of the property being appraised including known and observed encumbrances, title information, location, zoning (current, proposed and probability of rezoning), use, stage of development, concurrency with local and regional land use plans, an analysis and supported determination of highest and best use, and adequate sales history of the property (e.g., when acquired, amount paid, etc.). The appraisal report needs to include how the appraiser determined the above information.
3. Adequately describe and analyze all relevant market data and activity as of the date of value.
4. Inspect, research, analyze and verify comparable sales with public sources and with a party to the transaction, buyer, seller, or broker or attorney.
5. Appraise the fair market value of the property, and damages to the remainder if any. The property is to be appraised based on a date in the past, thus the "retrospective appraisal" specification should be met by the appraiser (see below under Assumptions and Limiting Conditions).
6. Report the appraiser's analysis, opinions, and conclusions in the appraisal report. The appraisal report must include the plat or sketch of the property and provide the location and dimensions of any improvements. The appraisal report shall include adequate photographs of the subject property and of the comparable sales and provide location maps of the property and comparable sales. The appraisal report shall contain the following as of the date of valuation; an adequate description of the physical characteristics of the property being appraised including items identified as personal property, a state of the known and observed encumbrances, title information, location, zoning (current and proposed), use stage of development, concurrency with local and regional land use plans, an analysis of highest and best use, and adequate sales history of the property (e.g., when acquired, amount paid, etc.).

EXHIBIT G

CURRENT OBLIGATIONS FOR PROJECT

"T" ENGINEERING SERVICE, LTD.

| Route & Job No. | Work Scope & Description of Project | Fee (Including all Supplementals and Extra Work Orders) | Fee Remaining To Be Earned | Estimated Date of Completion |
|---|--|--|-----------------------------------|-------------------------------------|
| IDOT IL 7, R-91-023-97, Sub to HNTB | Appraisals | \$13,830 | \$13,830 | April 6, 2012 |
| IDOT IL 7, R-90-028-11, Sub to HNTB | Appraisals | \$3,900 | \$3,900 | April 6, 2012 |
| IDOT IL 59, R-91-001-98, Prime | Cost Study | \$4,000 | \$4,000 | March 15, 2012 |
| City of Rockford West State St., R-92-018-03, Sub to OR Colan | Review Appraisals | \$43,000 | \$35,000 | March 10, 2012 |
| IDOT US 20, R-91-001-98, Prime | Cost Study | \$3,000 | \$3,000 | March 26, 2012 |
| IDOT US 30, R-91-001-98, Prime | Cost Study | \$8,100 | \$8,100 | March 1, 2012 |
| IDOT IL 59, R-91-035-09, Sub to HNTB | Appraisals | \$2,735 | \$2,635 | February 28, 2012 |
| Lake County Rollins Road @ IL 83, Sub to MROWCO | Appraisals | \$57,600 | \$57,600 | April 1, 2012 |

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1 _____

| | | |
|-----------------------------|-------|------|
| Direct Labor | _____ | |
| Direct Costs | _____ | |
| Services by Others | \$ - | |
| Maximum Allowable Fee (ULC) | | \$ - |

2 _____

| | | |
|-----------------------------|-------|------|
| Direct Labor | _____ | |
| Direct Costs | _____ | |
| Services by Others | \$ - | |
| Maximum Allowable Fee (ULC) | | \$ - |

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

DBE/MBE/WBE Percentage of Total Fee: _____ 0.00%

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:

1 _____
 Direct Labor _____
 Direct Costs _____
 Services by Others \$ _____
 Maximum Allowable Fee (ULC) \$ _____

2 _____
 Direct Labor _____
 Direct Costs _____
 Services by Others \$ _____
 Maximum Allowable Fee (ULC) \$ _____

3 _____
 Direct Labor _____
 Direct Costs _____
 Maximum Allowable Fee (ULC) \$ _____

4 _____
 Direct Labor _____
 Direct Costs _____
 Maximum Allowable Fee (ULC) \$ _____

5 _____
 Direct Labor _____
 Direct Costs _____
 Maximum Allowable Fee (ULC) \$ _____

EXHIBIT "I"
 PAGE 201 OF 222

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

TOTAL SERVICES BY OTHERS: \$ _____

Project Number:

I-11-4029

Consultant: Lorenz & Associates, Ltd

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | Apr-12 | May-12 | Jun-12 | Jul-12 | Aug-12 | Sep-12 | Oct-12 | Nov-12 | Dec-12 | Jan-13 | Feb-13 | Mar-13 | TOTAL HOURS |
|------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Inspect local area | 1 | | 1 | | | | 1 | | | | 1 | 1 | 5 |
| Describe property characteristics | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 |
| Describe market data/activity | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 |
| Research comparable sales | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 |
| Appraise fair market value/damages | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 |
| Prepare appraisal report | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 |
| Perform review appraisal | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 |
| TOTALS | 7 | 6 | 7 | 6 | 6 | 6 | 7 | 6 | 6 | 6 | 7 | 7 | 77 |

TOTAL ALL TASK WORKHOURS See Page 5

Notes:

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

Date Revised 02/11/10

EXHIBIT "1"
 PAGE 202 OF 222

Project Number:

I-11-4029

Consultant: Lorenz & Associates, Ltd

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | Apr-13 | May-13 | Jun-13 | Jul-13 | Aug-13 | Sep-13 | Oct-13 | Nov-13 | Dec-13 | Jan-14 | Feb-14 | Mar-14 | TOTAL HOURS |
|------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|
| | MONTHS | | | | | | | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Inspect local area | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| Describe property characteristics | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 |
| Describe market data/activity | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 |
| Research comparable sales | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| Appraise fair market value/damages | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| Prepare appraisal report | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| Perform review appraisal | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| TOTALS | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 144 |

TOTAL ALL TASK WORKHOURS See Page 5

Notes:

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

Date Revised 02/11/10

PAGE

203 OF 222
EXHIBIT "1"

Project Number:

I-11-4029

Consultant: Lorenz & Associates, Ltd

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | Apr-14 | May-14 | Jun-14 | Jul-14 | Aug-14 | Sep-14 | Oct-14 | Nov-14 | Dec-14 | Jan-15 | Feb-15 | Mar-15 | TOTAL HOURS |
|------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|
| | MONTHS | | | | | | | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Inspect local area | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| Describe property characteristics | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 |
| Describe market data/activity | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 |
| Research comparable sales | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 |
| Appraise fair market value/damages | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| Prepare appraisal report | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| Perform review appraisal | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| TOTALS | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 132 |
| TOTAL ALL TASK WORKHOURS | | | | | | | | | | | | | See Page 5 |

Notes:

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

Date Revised 02/11/10

PAGE

EXHIBIT "1"
2014 OF 222

Project Number:

I-11-4029

Consultant: Lorenz & Associates, Ltd

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | Apr-15 | May-15 | Jun-15 | Jul-15 | Aug-15 | Sep-15 | Oct-15 | Nov-15 | Dec-15 | Jan-16 | Feb-16 | Mar-16 | TOTAL HOURS |
|------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|
| | MONTHS | | | | | | | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Inspect local area | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| Describe property characteristics | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 |
| Describe market data/activity | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 |
| Research comparable sales | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 |
| Appraise fair market value/damages | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| Prepare appraisal report | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| Perform review appraisal | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| TOTALS | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 132 |

TOTAL ALL TASK WORKHOURS See Page 5

Notes:

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

Date Revised 02/11/10

PAGE 205 OF 222 EXHIBIT "1"

Project Number:

I-11-4029

Consultant: Lorenz & Associates, Ltd

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | Apr-16 | May-16 | Jun-16 | Jul-16 | Aug-16 | Sep-16 | Oct-16 | Nov-16 | Dec-16 | Jan-17 | Feb-17 | Mar-17 | TOTAL HOURS |
|------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------------|
| | MONTHS | | | | | | | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Inspect local area | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| Describe property characteristics | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 |
| Describe market data/activity | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 1 | 1 | 22 |
| Research comparable sales | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 |
| Appraise fair market value/damages | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| Prepare appraisal report | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| Perform review appraisal | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| TOTALS | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 11 | 11 | 142 |
| TOTAL ALL TASK WORKHOURS | | | | | | | | | | | | | 627.00 |

Notes:

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

Date Revised 02/11/10

PAGE 2016 OF 222
 EXHIBIT "1"

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

| | |
|--|--|
| Total Work Hours: <u>627.00</u> (From Exhibit A) | Total Dollars: \$ <u>35,106.00</u> (From Exhibit C-3) |
| Multiplier to be used on this project: Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO) | <u>2.80</u> |
| DIRECT REGULAR SALARY TIMES MULTIPLIER | \$ <u>98,296.80</u> |

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

* TOTAL DIRECT COSTS (from Exhibit D) \$ 3,703.20

C. SERVICES BY OTHERS (List all Subconsultants)

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |
| _____ | \$ - |

TOTAL SERVICES BY OTHERS (from Exhibit H) \$ -

D. ADDITIONAL SERVICES (Requires Prior Authorization)

\$ -

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 102,000.00

ALLOWABLE DIRECT COSTS

08.01.2008

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones (maximum of 3 without additional approval. Personal phones that do not remain on the job site are not allowable) \$70/month/phone (Maximum)

Radio Communication Actual Cost
2-way Radio Actual Cost

Vehicles (Only for Vehicles assigned to project) \$45/day (Maximum)
DAILY RATE ONLY Including Tolls

The number of days will be calculated as follows:

For extended stay**- Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on
firm policy

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

NOTES:

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

EXHIBIT E - KEY PROJECT PERSONNEL

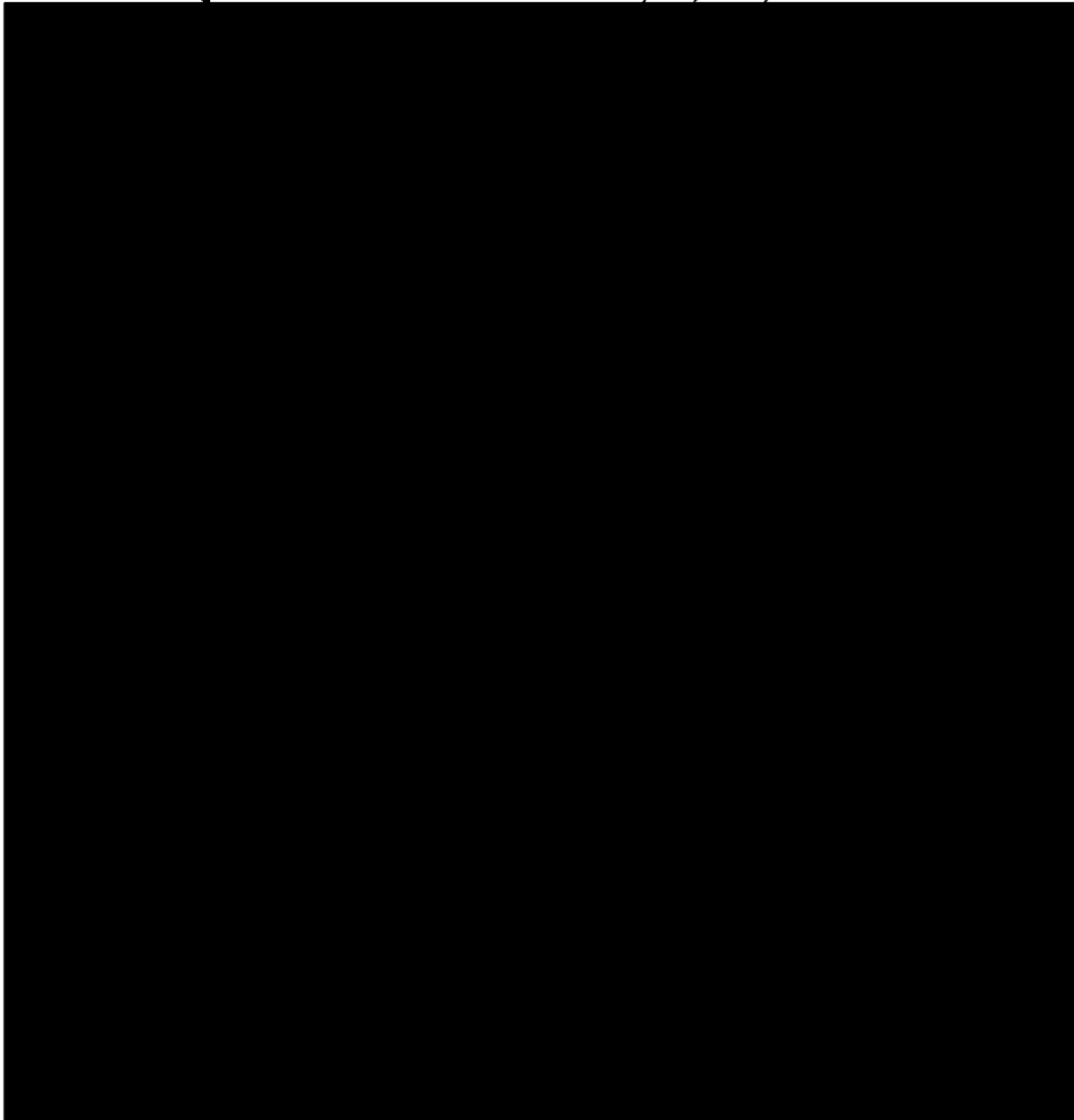
Project Principal / Senior Appraiser: Francis S. Lorenz, Jr.

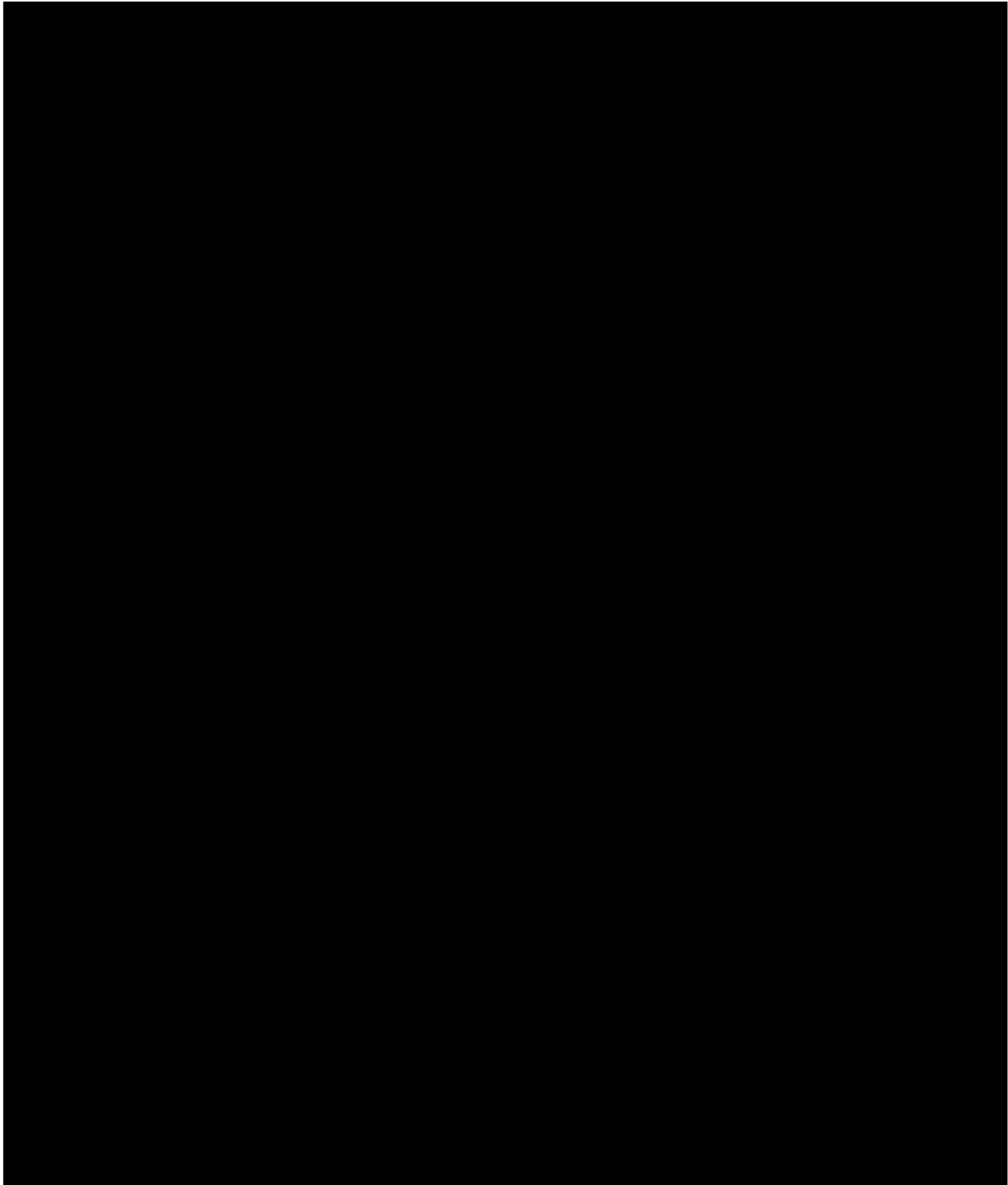
Classification: Project Principal/Senior Appraiser

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

Attach resumes of all key personnel

Qualifications of Francis S. Lorenz, Jr., MAI, SRA





LORENZ & ASSOCIATES, LTD. EXHIBIT F
CONTRACT I-11-4029
SCOPE OF SERVICES

1. Inspect the neighborhood and local area noting utility and transportation infrastructure to the extent required for the highest and best use of the property.
2. As of the date of valuation adequately describe the physical characteristics of the property being appraised including known and observed encumbrances, title information, location, zoning (current, proposed and probability of rezoning), use, stage of development, concurrency with local and regional land use plans, an analysis and supported determination of highest and best use, and adequate sales history of the property (e.g., when acquired, amount paid, etc.). The appraisal report needs to include how the appraiser determined the above information.
3. Adequately describe and analyze all relevant market data and activity as of the date of value.
4. Inspect, research, analyze and verify comparable sales with public sources and with a party to the transaction, buyer, seller, or broker or attorney.
5. Appraise the fair market value of the property, and damages to the remainder if any. The property is to be appraised based on a date in the past, thus the "retrospective appraisal" specification should be met by the appraiser (see below under Assumptions and Limiting Conditions).
6. Report the appraiser's analysis, opinions, and conclusions in the appraisal report. The appraisal report must include the plat or sketch of the property and provide the location and dimensions of any improvements. The appraisal report shall include adequate photographs of the subject property and of the comparable sales and provide location maps of the property and comparable sales. The appraisal report shall contain the following as of the date of valuation; an adequate description of the physical characteristics of the property being appraised including items identified as personal property, a state of the known and observed encumbrances, title information, location, zoning (current and proposed), use stage of development, concurrency with local and regional land use plans, an analysis of highest and best use, and adequate sales history of the property (e.g., when acquired, amount paid, etc.).

EXHIBIT G

**CURRENT OBLIGATIONS FOR PROJECT
Contract No I-11-4029
Lorenz & Associates, Ltd**

| Route & Job No. | Work Scope & Description of Project | Fee (Including all Supplementals and Extra Work Orders) | Fee Remaining To Be Earned | Estimated Date of Completion |
|--------------------------------|--|--|---------------------------------------|---|
|--------------------------------|--|--|---------------------------------------|---|

Lorenz and Associates, Ltd. is currently providing appraisal and review appraisal services to IDOT as a subcontractor through HNTB Corporation involving various projects and amounts. Most recently, we were given a Work Order for Review Appraisals on IDOT's Job No. R-90-008-11 for \$7,290, with delivery anticipated March 15, 2012.

We are also providing appraisal and expert witness services to IDOT through various Special Assistant Attorneys General; there are no specific contracts with these individual parcels, other than letters of engagement from the SAAG's. Most of the current assignments will be completed within the next three to four months as the Quick-Take Hearings occur. Others may be on-going as trial arrangements progress. The ultimate fees for the current 30, or so, appraisal assignments may be in the realm of \$100,000, depending on the complexity of the takings and the time needed to prepare for testimony. Some cases have been pending for four, or more, years, so we cannot estimate any completion dates.

We do not have any other specific contracts at this time with any other government agency.

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1 _____

| | |
|-----------------------------|------------|
| Direct Labor | _____ |
| Direct Costs | _____ |
| Services by Others | \$ _____ - |
| Maximum Allowable Fee (ULC) | \$ _____ - |

2 _____

| | |
|-----------------------------|------------|
| Direct Labor | _____ |
| Direct Costs | _____ |
| Services by Others | \$ _____ - |
| Maximum Allowable Fee (ULC) | \$ _____ - |

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

DBE/MBE/WBE Percentage of Total Fee: _____ 0.00%

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:

1

| | | |
|-----------------------------|-------|------|
| Direct Labor | _____ | |
| Direct Costs | _____ | |
| Services by Others | \$ - | |
| Maximum Allowable Fee (ULC) | | \$ - |

2

| | | |
|-----------------------------|-------|------|
| Direct Labor | _____ | |
| Direct Costs | _____ | |
| Services by Others | \$ - | |
| Maximum Allowable Fee (ULC) | | \$ - |

3

| | | |
|-----------------------------|-------|------|
| Direct Labor | _____ | |
| Direct Costs | _____ | |
| Maximum Allowable Fee (ULC) | | \$ - |

4

| | | |
|-----------------------------|-------|------|
| Direct Labor | _____ | |
| Direct Costs | _____ | |
| Maximum Allowable Fee (ULC) | | \$ - |

5

| | | |
|-----------------------------|-------|------|
| Direct Labor | _____ | |
| Direct Costs | _____ | |
| Maximum Allowable Fee (ULC) | | \$ - |

EXHIBIT "1"
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TOTAL non-DBE/MBE/WBE Subconsultants: \$ _____

TOTAL SERVICES BY OTHERS: \$ _____