

RESOLUTION NO. 21635

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services, for Pavement and Structural Preservation and Rehabilitation on the Tri-State Tollway (I-94) from Mile Post 21.8 (Half Day Road) to Mile Post 25.2 (Lake-Cook Road) on Contract No. RR-16-4277.

T.Y. Lin International Great Lakes, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$2,495,492.61. The proposal is for construction related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with T.Y. Lin International Great Lakes, Inc., to obtain Construction Management Services, for Contract No. RR-16-4277 with an upper limit of compensation not to exceed \$2,495,492.61, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



Chairman

CONSTRUCTION MANAGER AGREEMENT

The Board of Directors, on the 23rd day of **August, 2018**, authorized this AGREEMENT to be entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and **T.Y. LIN INTERNATIONAL, GREAT LAKES, INC.**, a corporation authorized and existing within the laws of the State of Illinois, hereinafter referred to as "CONSTRUCTION MANAGER".

WITNESSETH:

WHEREAS, the CONSTRUCTION MANAGER has submitted a proposal dated **July 31, 2018**, to provide construction management services for Contract No. **RR-16-4277 for Tri-State Tollway(I-94), Pavement and Structural Preservation and Rehabilitation, Mile Post 21.85 (Half Day Road) to Mile Post 25.2 (Lake-Cook Road)** ; and

WHEREAS, the CONSTRUCTION MANAGER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 18-1, Item 7**, staffed with professional licensed engineers, experienced and well-able to perform the construction section engineering services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

A. The CONSTRUCTION MANAGER shall perform all construction management services for Contract No. **Tri-State Tollway(I-94), Pavement and Structural Preservation and Rehabilitation, Mile Post 21.85 (Half Day Road) to Mile Post 25.2 (Lake-Cook Road)** in accordance with the requirements and terms of this Agreement, the above-numbered Professional Services Bulletin, and the proposal from the CONSTRUCTION MANAGER of **July 31, 2018**, 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 following order of precedence shall govern: 1. This Agreement 2. The Proposal 3. The Professional Services Bulletin.

B. All services performed by CONSTRUCTION MANAGER shall be performed according to the professional standards and in accordance with the Construction Manager's Manual in effect at the date of contract execution, and as revised thereafter.

C. The CONSTRUCTION MANAGER shall perform its services hereunder

1.4.7 Item 7. RR-16-4277, Tri-State Tollway (I-94), Pavement and Structural Preservation and Rehabilitation, M.P. 21.85 (Half Day Road) to M.P. 25.2 (Lake-Cook Road)

This project has a 26% D/M/WBE participation goal and 3% VOSB/SDVOSB participation goal.

Phase III engineering services are required for the proposed roadway and bridge preservation and rehabilitation on the Tri-State Tollway (I-94), Pavement and Structural Preservation and Rehabilitation, M.P. 21.85 (Half Day Road) to M.P. 25.2 (Lake-Cook Road) in Cook County, Illinois. This contract may provide construction management services for up to five (5) construction contracts.

The Consultant will perform on-site inspection, review layout of contract including design changes, provide geotechnical inspection and testing, prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway specifications. The Consultant may be required to review and make comments on Pre-Final Design Plans submitted to the Tollway for constructability. The Consultant must complete and submit final measurements, calculations and final contract documents to the Tollway no later than six (6) weeks after completion of Punch List for the project.

Construction estimate: Category C

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

Special Services (Construction Inspection)

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

- The person who will assume the duties of the Project Manager for all aspects of the work documents (must be an Illinois Licensed Professional Engineer).
- Resident Engineer
- Materials Coordinator
- Document Technician (The person actively performing the documentation on the project must possess a current IDOT Construction Document certificate. Include the Documentation Certificate Number for IDOT class S-14, Documentation of Contract Quantities.)
- Materials QA Technician

Schedule: This project is scheduled to start in 2018.

The Consultant must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the CADD Standards Manual. This project will be managed through the Tollway's web-based project management system. The Consultant will be required to participate in these procedures and will receive training on the system.

The Tollway will furnish the Consultant with guidelines for the Consultant's Quality Program (CQP). The CQP is due fourteen (14) days after Notice to Proceed.

The Consultant who is selected for this project will be notified and scheduled to attend a scope briefing at the Tollway Central Administration office building in Downers Grove.



*Environmental Design
International inc.*

33 W. Monroe Street, Suite 1825
Chicago, IL 60603-5326

phone: 312-345-1400

fax: 312-345-0529

web: envdesigni.com

July 23, 2018

Mr. Paul Kovacs, PE
Chief Engineering Officer
Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515

RE: Contract RR-16-4277 Personnel Change

Dear Mr. Kovacs:

When the Statements of Interest for Illinois State Toll Highway Authority Professional Services Bulletin 18-1 were due, Mr. Haseeb Suhail, whom Environmental Design International inc. had proposed for the Material Coordinator position on Bulletin Item 7, was a current employee and would be for the foreseeable future. However, due to delays in projects starting, Mr. Suhail elected to take a position with another firm just days prior to the selections. The project he is currently working on for another company will not be completed until January 2019, which is after the anticipated start date of this contract. As such, we propose that T.Y. Lin International provide the Material Coordinator until such time as Mr. Suhail returns.

Please feel free to contact me should you have any questions.

Respectfully,
Environmental Design International, inc.

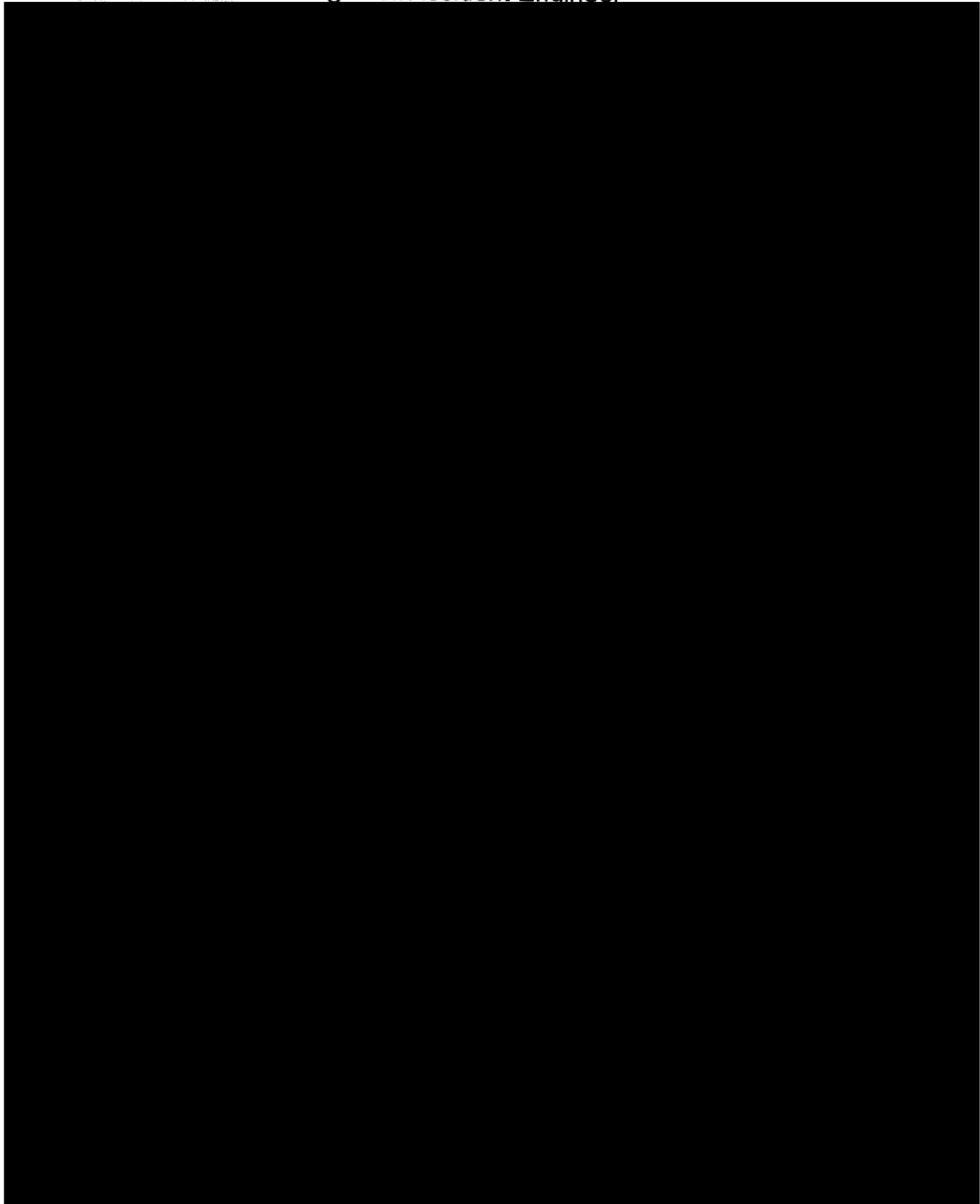


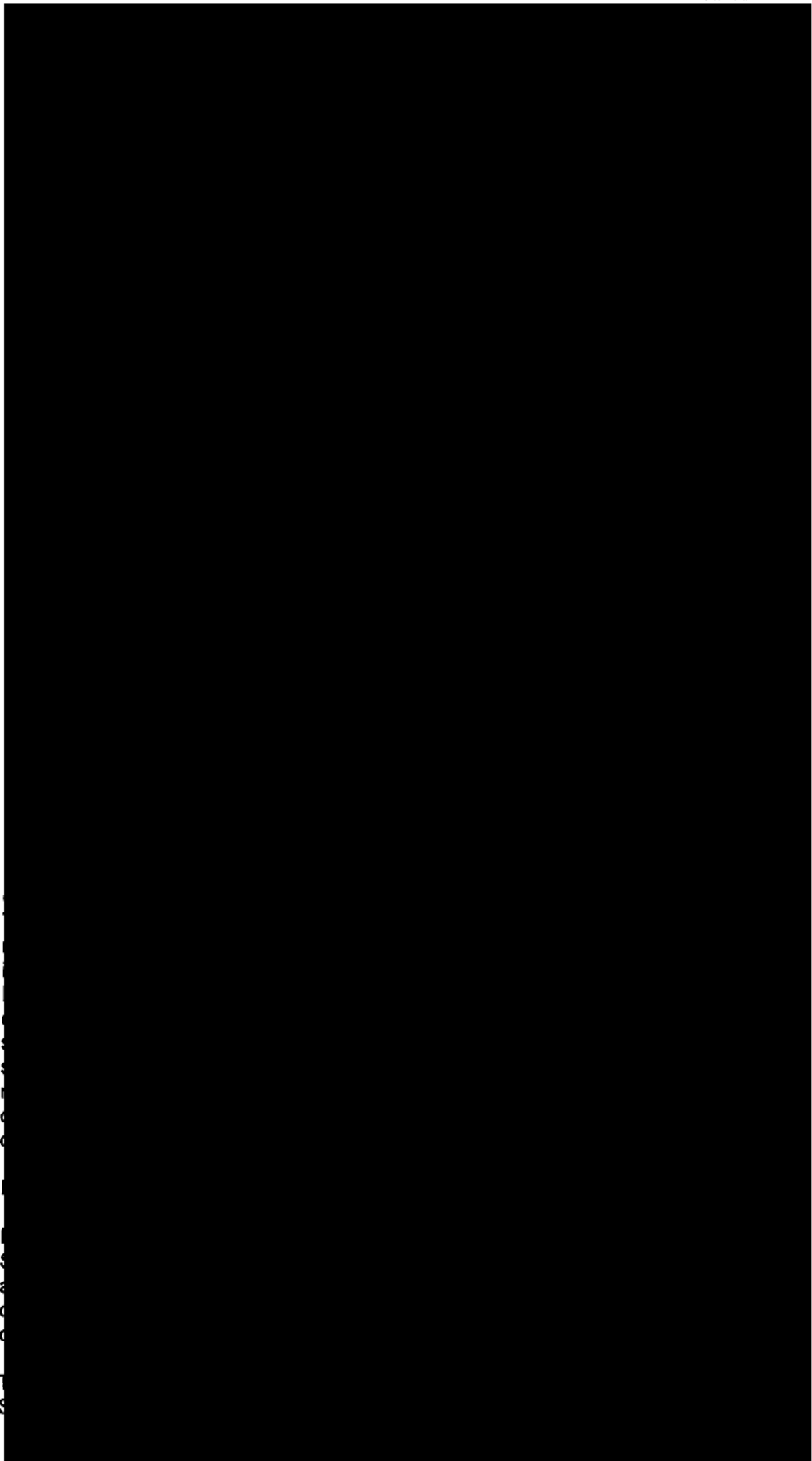
Michael T. Ring, PLS, PS
Executive Vice President

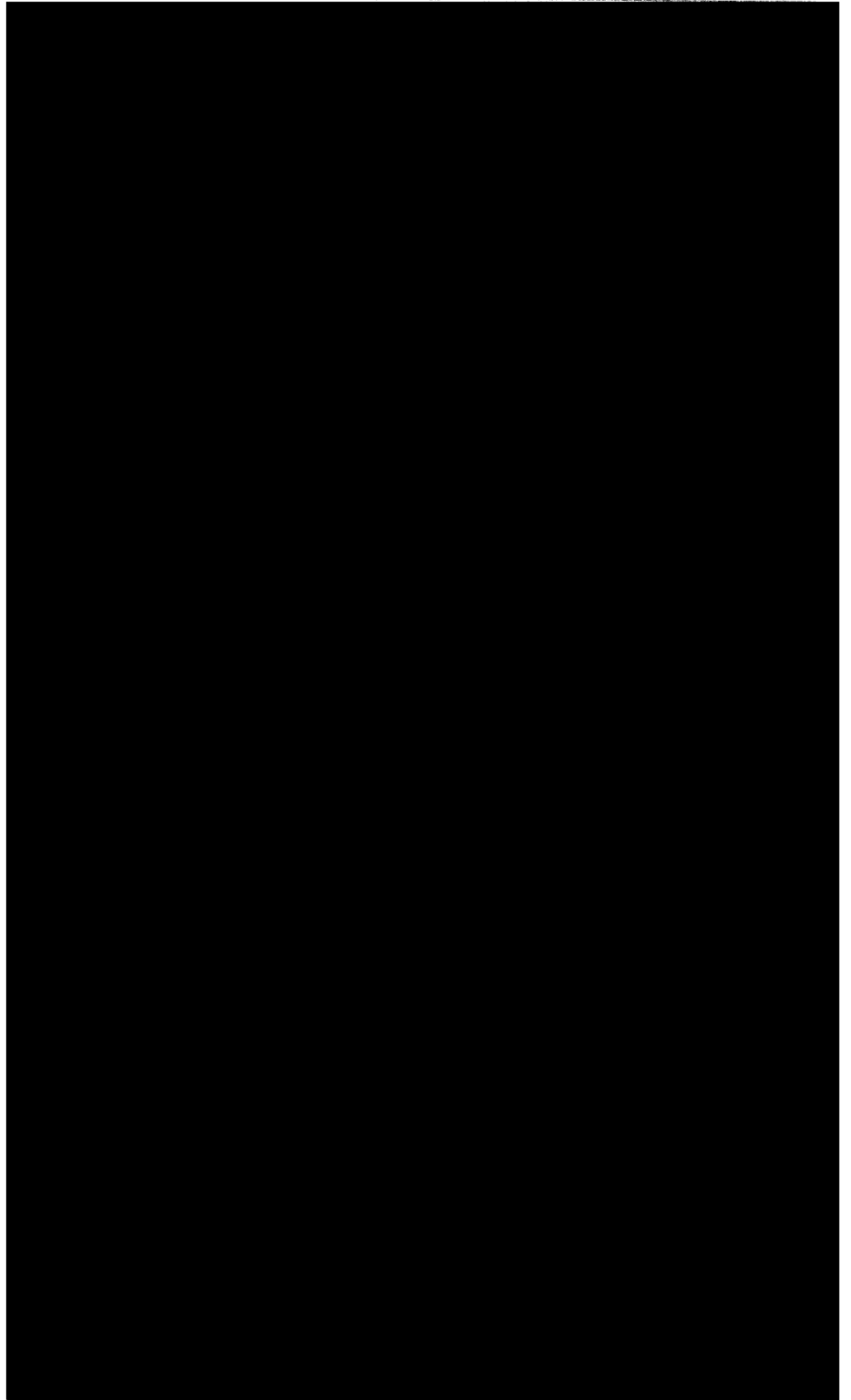
Chicago & Baltimore

GORDON SNYDER, P.E.

Senior Construction Engineer/Resident Engineer









**Environmental Design
International inc.**

33 W. Monroe Street, Suite 1825
Chicago, IL 60603-5326

phone: 312-345-1400
fax: 312-345-0529
web: envdesigni.com

July 23, 2018

Mr. Paul Kovacs, PE
Chief Engineering Officer
Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515

RE: Contract RR-16-4277 Personnel Change

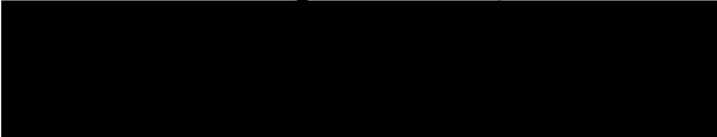
Dear Mr. Kovacs:

When the Statements of Interest for Illinois State Toll Highway Authority Professional Services Bulletin 18-1 were due, Mr. Haseeb Suhail, whom Environmental Design International, inc. had proposed for the Material Coordinator position on Bulletin Item 7, was a current employee and would be for the foreseeable future. However, due to delays in projects starting, Mr. Suhail elected to take a position with another firm just days prior to the selections. The project he is currently working on for another company will not be completed until January 2019, which is after the anticipated start date of this contract.

As such, we propose to replace Mr. Suhail as the position of Materials Coordinator for this project with Mr. Robert Woodlief. Mr. Woodlief has past Tollway experience and all of the required certifications to fulfill the position of Material Coordinator as defined in the latest version of the *Illinois Tollway Construction Manager's Manual*, including a current S-14 Documentation of Quantities (expires in 2020), HMA Levels I and II, PCC Levels I and II, Aggregate, ICORS and Nuclear Gauge Certifications. Attached with this letter is Mr. Woodlief's resume.

I trust you will find Mr. Woodlief to be an acceptable replacement for Mr. Suhail. Please feel free to contact me should you have any questions.

Respectfully,
Environmental Design International, inc.



Michael T. Ring, PLS, PS
Executive Vice President

TYLININTERNATIONAL

engineers | planners | scientists

Mr. Paul Kovacs, PE
Chief Engineering Officer
Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515

July 31, 2018

RE: **Contract RR-16-4277, PSB 18-1, Item 7**
Personnel Change


Dear Mr. Kovacs:

At the time of the Statement of Interest for Illinois State Highway Authority "Tollway" Professional Service Bulletin 18-1 were due, Mr. Daniel Anderson, whom TY Lin International, Great Lakes "TYLI" proposed for the Resident Engineer, was a current employee and available for the assignment. However, due to delays in the start of this project, Mr. Anderson is no longer available to serve the position of Resident Engineer.

As such, we propose Mr. Christopher Gottlieb PE to serve in the position of Resident Engineer. Mr. Gottlieb has been with TYLI construction group for over ten years and is currently completing an assignment for the City of Chicago Department of Water Management where Chris serves as the Resident Engineer for In-House construction. Chris previously served as Assistant Resident Engineer on Elgin O'Hare Western Access Construction Management team for the IL 390 & IL 290 interchange. Mr. Gottlieb was initially assigned to this project in the position of Documentation Technician. If Chris is acceptable as Resident Engineer then we would propose Ms. Sharon Tanner to serve in the position of Documentation Technician. Both Mr. Gottlieb and Ms. Tanner resumes are included for your review.

After your review, I am confident you will find Mr. Gottlieb to be an acceptable replacement for the Resident Engineer position and Ms. Tanner for Documentation Technician. If you require any clarification or additional information, please contact me at 312.777.2868.

Sincerely,



Paula Pienton, P.E., S.E.
Senior Vice President

cc: TY Lin Contract File (Tollway 18-1, Item 7)

Contract: RR-16-4277

Prime: T.Y. Lin International

Key Personnel

Please note, Classifications with a check mark are the only ones needed per the PSB solicitation requirements.

Exhibit A – Proposed Staff

PSB 18-1

Please provide the information for the following Key Project Personnel, (Key Project Personnel are defined as those specific positions identified in each PSB Item, and are subject to approval by the Tollway if they change during contract performance), including the staff from the Sub-Consultants. The personnel named in Exhibit A must also be listed on Exhibit D: Availability of Key Project Personnel

Project Manager (Items 1, 3 and 5 thru 14)			
Name:	Bruce Bushnell, P.E.		
Firm:	T.Y. Lin International		
Category:	IL Licensed Professional Engineer		
License #:	062-048379		
Year Registered:	1993	State:	IL
Office Address:	200 S. Wacker Dr., Suite 1400		
City:	Chicago	State:	IL

Project Manager (Item 2)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer, or IL Licensed Structural Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Project Manager (Item 4)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer or IL Licensed Landscape Architect		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Project Manager (Item 15)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Project Engineer (Item 1, 3 and 5)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Project Engineer (Item 2)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer or IL Licensed Structural Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Project Engineer (Item 4)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer or IL Licensed Landscape Architect		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Structural Design (Item 1, 2, 3 and 9)			
Name:			
Firm:			
Category:	IL Licensed Structural Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

**Exhibit A – Proposed Staff
PSB 18-1, continued**

The personnel named in Exhibit A must also be listed on Exhibit D: Availability of Key Project Personnel

Drainage Design (Item 1)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Roadway Design (Item 2 and 3)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Landscape Architect (Item 4)			
Name:			
Firm:			
Category:	IL Licensed Landscape Architect		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Resident Engineer (Items 4 thru 14)			
Name:	Daniel Anderson, P.E.		
Firm:	T.Y. Lin International		
Category:	IL Licensed Professional Engineer		
License #:	062-057441		
Year Registered:	2004	State:	IL
Office Address:	200 S. Wacker Dr., Suite 1400		
City:	Chicago	State:	IL

Traffic and Tolling Analysis (Item 1)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Financial and Economic Impact Analysis (Item 1)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

QC/QA Roadway (Items 1 thru 5)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

QC/QA Structural (Items 1 thru 5)			
Name:			
Firm:			
Category:	IL Licensed Structural Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Materials Coordinator (Items 4 thru 14)			
Name:	Haseeb Suhail		
Firm:	Environmental Design Int'l, inc.		
Category:	Documentation Certification Number- IDOT class S-14		
License #:	15-0079		
Year Registered:	2014	State:	IL
Office Address:	33 West Monroe, #1825		
City:	Elk Grove	State:	IL

Materials QA Technician (Items 4 thru 14)			
Name:	Daniel Tiltges, P.E.		
Firm:	Material Solutions Laboratory		
Category:	IL Licensed Professional Engineer		
License #:	062-060045		
Year Registered:	2007	State:	IL
Office Address:	1040 Bonaventure Dr.		
City:	Chicago	State:	IL

Mechanical (Item 5)		
Name:		
Firm:		
Category:	IL Licensed Professional Engineer	
License #:		
Year Registered:		State:
Office Address:		
City:		State:

Document Technician (Items 4 thru 14)		
Name:	Christopher Gottlieb, P.E.	
Firm:	T.Y. Lin International	
Category:	Documentation Certification Number- IDOT class S-14	
License #:	17-12666	
Year Registered:	2017	State: IL
Office Address:	200 S. Wacker Dr., Suite 1400	
City:	Chicago	State: IL

Electrical / Electrical Design (Item 5 and 10)		
Name:		
Firm:		
Category:	IL Licensed Professional Engineer	
License #:		
Year Registered:		State:
Office Address:		
City:		State:

Required Prequalification Category		
Name:		
Firm:		
Category:		
License #:		
Year Registered:		State:
Office Address:		
City:		State:

Required Prequalification Category**		
Name:		
Firm:		
Category:		
License #:		
Year Registered:		State:
Office Address:		
City:		State:

Required Prequalification Category**		
Name:		
Firm:		
Category:		
License #:		
Year Registered:		State:
Office Address:		
City:		State:

*If work is being performed by a Sub-consultant list firm name also.

**Note the specific function listed in the Item description for Key Personnel

Exhibit A continued
Attach resumes for Key Project Personnel.

<u>Management</u>	<u>Professionals</u>	<u>Technical Staff</u>
2	13	1
Total	Engineers	Technicians
	Land Surveyors	Draftsmen
	Architects	Survey Crew
	Others	Clerical
	Total	Other
		Total
		21
	Total Projected Staff	

Exhibit A – Proposed Staff PSB# 18-1 Item# 7

Firm will complete project within estimated time listed in the project advertisement. Yes No

If Yes, provide completion date and/or number of months. 18 Months

If No, explain:

Exhibit A

Note: This instruction will disappear when all data is complete

18-1

Project Team: Prime and Sub-Consultant REQUIRED INFORMATION

Item # 7 RR-16-4277 Tri-State Tollway (I-94), Pavement and Structural Preservation and Rehabilitation, M.P. 21.85 (Half Day Road) to M.P. 25.2 (Lake-Cook Road). Construction Management Services.

Prime Consultant Information		Prime Contact Information (ONLY "1")			Diversity Information				NOTE: Provide only One (1) Person under Key Personnel		ISTHA		IDOT		OTHER	
Prime Consultant Firm Name	Prime FEIN Number	Contact Name (1)	Contact Phone Number (1)	Contact Email (1)	Is Firm a D/M/WBE Yes / No	Does Proposal Contain Mentor Protégé Proposal Yes / No	Percentage Commitment of D/M/WBE on Project, INCLUDING PRIME, IF DBE	Percentage Commitment of VOSB on Project, INCLUDING PRIME, IF VOSB	Key Personnel Project Manager (1)	Key Personnel Project Engineer / Resident Engineer (1)	Total Fee all Projects	Total Fee Remaining all Projects	Total Fee all Projects	Total Fee Remaining all Projects	Total Fee all Projects	Total Fee Remaining all Projects
LINTY (T.Y. Lin International Great Lakes, Inc.)	363262349	Paula Pienton, S.E., P.E.	312-777-2868	paula.pienton@tylln.com	No	Yes	30.00%	6.00%	Bruce Bushnell, P.E.	Daniel Anderson, P.E.	\$ 15,646,000	\$ 5,267,000	\$ 20,151,000	\$ 4,421,000	\$ 54,796,000	\$ 12,387,000
Sub-Consultant Information		Sub Contact Information (ONLY "1")			Sub Role and % of Work		Sub-Contractor Diversity Information: The below table represents the proposer's draft "Plan to Achieve Diversity Goal." The awarded consultant will finalize this Plan during negotiations based on the negotiated scope of work. The proposer's total DBE goal and proposed subconsultants shall not change, but the work category and percentage of work for each subconsultant may be adjusted, if necessary, during negotiations. NOTE: Review Instructions Tab									
For Each Sub-Consultant Enter Prime Consultant Firm Name	Sub-Consultant Firm Name	FEIN Number	Provide "1" Project Manager for Sub-Consultant	Role (brief) of Sub-Consultant	Contact Phone Number (1)	Contact Email (1)	Percentage (%) of work to be Performed by Sub-Consultant	IL UCP, City of Chgo or N/A	City of Chicago, Cook County or N/A	City of Chicago, Cook County or N/A	Yes or No	Yes or No	Choose from the dropdown menu below	Male or Female	Yes or No	
								DBE	WBE	MBE	SBA 8(a)	VOSB / SDVOSB	Ethnicity	Gender	M/P	
LINTY (T.Y. Lin Intern	LINTY (Bravo Company Engineering, Inc.)		Joseph Kozial	Assistant RE	630-702-9855	jkozial@bravocoeng.	6.00%	N/A	N/A	N/A	No	Yes	Caucasian	Male	No	
LINTY (T.Y. Lin Intern	LINTY (Illinois Construction & Environmental Consulting, Inc.)		Michael Brangenberg	Construction Inspecti	630-901-7774	mbrangenberg@iceill	8.00%	IL UCP	N/A	Cook County	No	No	Asian	Male	No	
LINTY (T.Y. Lin Intern	LINTY (Lakeshore Engineering, LLC)		Sainath Reddivari	Field Inspection and	312-479-7611	sainath@lakeshoreer	8.00%	City of Chgo	N/A	City of Chicago	No	No	Asian Indian	Male	Yes	
LINTY (T.Y. Lin Intern	LINTY (Sanchez & Associates, P.C.)		Gerardo P. Sanchez	Survey Manager	773-444-0144	gpsanchez@sanchez	3.00%	IL UCP	N/A	City of Chicago	No	No	Hispanic	Male	No	
LINTY (T.Y. Lin Intern	LINTY (Environmental Design International Inc.)		Mike Ring	Materials Coordinato	312-345-1400	mring@envdesigni.co	8.00%	IL UCP	City of Chicago	City of Chicago	No	No	African American	Female	No	
LINTY (T.Y. Lin Intern	LINTY (Material Solutions Laboratory Corporation)		Dan Tiltges	QA Material Testing	847-466-7216	tiltgesd@mls-corp.co	3.00%	IL UCP	N/A	N/A	No	No	Asian	Male	No	

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Vendor Information

CLOSE WINDOW

[Print](#)

Business & Contact Information

Business Name **Bravo Company Engineering, Inc.**

Owner **Mr. Joseph Kozial**

Address **2558 Westgate Ln**
[> Map This Address](#) **Montgomery, IL 60538**

Phone **630-702-9855**

Fax **630-702-9855**

Email jkozial@bravocoeng.com

Website <http://www.bravocoeng.com>

Ethnicity **Caucasian**

Gender **Male**

County **Kane (IL)**

RR-16-4277

Certification Information

Certifying Agency **State of Illinois Central Management Services**

Certification Type **VOSB - Veteran Owned Small Business**

Renewal Date **2/2/2019**

Expiration Date **2/2/2023**

Certified Business Description **Civil Engineering**

Commodity Codes

Code	Description
NIGP 92517	Civil Engineering

Additional Information

Region **Metro Chicago**

EXHIBIT F - Letter of Intent

Instructions: The Prime Vendor is required to submit a separate, signed Letter of Intent (LOI) from each VOSB certified vendor. LOIs must be submitted with the Statement of Interest and must be signed by both parties. The Prime Vendor shall not prohibit or otherwise limit the VOSB certified vendor(s) from providing subconsultant proposals to other potential vendors. Each LOI must include the negotiated contract percentage and a detailed scope of work to be performed by each identified VOSB certified vendor. All LOI's shall be subject to Agency approval. Any changes involving or affecting the identified VOSB certified vendor may not be permitted without written approval of the procuring Agency.

Project Name: Tri-State Tollway (I-94), Pavement and Structural Preservation and Rehabilitation, M.P. 21.85 (Half Day) Project/Solicitation Number: RR-16-4277/ Item 7

Name of Prime Vendor: T.Y. Lin International Great Lakes, Inc. VOSB Compliance Contact: Paula Pienton

Address: 200 South Wacker Drive, Suite 1400

City: Chicago State: IL Zip Code: 60606

Telephone: 312-777-2868 Fax: _____ Email: paula.pienton@tylin.com

Name of Certified VOSB Vendor: Bravo Company Engineering, Inc.

Address: 2558 Westgate Lane VOSB Compliance Contact: Joseph Koziol, P.E.

City: Montgomery State: IL Zip Code: 60538

Telephone: 630-702-9855 Fax: N/A Email: jkoziol@bravocoeng.com

Type of agreement: Services

Anticipated start date of the Certified VOSB Vendor: 2018

Proposed 6.00 % of Contract to be performed by the VOSB Vendor.

NOTE: The Prime Vendor must indicate the percentage of the estimated contract award that will be subcontracted to the certified VOSB Vendor.

Detailed description of work to be performed by the VOSB Vendor:

Construction Management Services- Assistant Resident Engineer, MOT/Utility Coordinator

The Vendor and the certified vendor above hereby agree that upon the execution of a contract for the above-named project between the Vendor and the State of Illinois, the Certified VOSB Vendor will perform the scope of work in the percentage as indicated above.

Vendor (Company Name and D/B/A):
[Redacted]

Certified VOSB Vendor (Company Name and D/B/A):
[Redacted]

Signature: _____
Print Name: Paula Pienton, S.E., P.E.
Title: Vice President, Central Region Director
Date: 13 Feb 2018

Signature: _____
Print Name: Joseph Koziol, P.E. - Bravo Company Engineering, Inc.
Title: President
Date: 2/6/18

Unified Certification Program - Search

Contractor Details

Browse F.A.Q. Sheet (/UCP/Search/Help)

Print

RR-16-4277

Illinois Construction & Environmental Consulting, Inc. Email: chamano@iceillinois.com
Phone: 847-542-7500
Fax: 224-735-2946

Clayton Hamano
2399 Foster Avenue
Wheeling, IL 60090-0000

County: Cook

Categories: Construction, Professional

NAICS	Speciality
237310-Highway, Street, and Bridge Construction	237310 - Construction Management, Quality Control
541330-Engineering services	541330 - Construction Engineering and Construction Inspection
541380-Testing Laboratories	541380 - Construction Material Testing and Project Management
541620-Environmental consulting services	541620 - Environmental Consulting Services

Unified Certification Program - Search

Contractor Details

[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)

Print

RR-16-4277

**Lakeshore
Engineering, LLC**

Sainath Reddivari
47 West Polk Street
Chicago, IL 60605-3255

County: Cook

Email: sainath@lakeshoreengineering.net

Phone: 312-479-7611

Fax: 312-877-5442

Categories: Professional

NAICS
541330-Engineering
services
541620-Environmental
consulting services

Specialty
NAICS 541330 Engineering
services NAICS 541620
Environmental consulting
services

Unified Certification Program - Search

Contractor Details

Browse F.A.Q. Sheet (/UCP/Search/Help)

Print

RR-16-4277

Sanchez &

Associates, P.C.

Gerardo P. Sanchez
8604 W. Catalpa Ave.,
Ste. 912
Chicago, IL 60656

County: Cook

Email: gpsanchez@sanchezsurveying.com

Phone: (773) 444-0144

Fax: (847) 232-3104

Categories: Architecture\Engineering, Construction

NAICS

238910-Site Preparation
Contractors

541370-Surveying &
Mapping (except
Geophysical) Serv.

Speciality

238910- MISC:
CONSTRUCTION LAYOUT
AND STAKING
541370- SURVEYING

Unified Certification Program - Search

Contractor Details

Browse F.A.Q. Sheet (/UCP/Search/Help)

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RR-16-4277

Environmental **Email:** lsawyer@envdesigni.com

Design International **Phone:** 312-345-1400

inc. **Fax:** 312-345-0529

Leslie J Sawyer
33 W. Monroe St., Ste.
1825
Chicago, IL 60603-0000

County: Cook

Categories: Construction, Professional

NAICS

541330-Engineering services
541370-Surveying and mapping services (except geophysical)
541620-Environmental consulting services

Speciality

541330-Engineering Services
541370-Surveying and Mapping Services
541620-Environmental Consulting Services

Unified Certification Program - Search

Contractor Details

[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)

[Print](#)

RR-16-4277

Material Solutions **Email:** sam@msl-corp.com
Laboratory **Phone:** (847) 466-7216
Corporation **Fax:** (847) 285-1712

Samir Kukadia
 1040 Bonaventure Dr.
 Elk Grove Village, IL
 60007

County: Cook

Categories: Architecture\Engineering, Construction, Professional

NAICS	Speciality
541330-Engineering Services	541330- QA AGGREGATE/HMA/PCC
541380-Testing Laboratories	CONSTRUCTION INSPECTION 541380- MISC: CONCRETE
561730-Landscape Services	LABORATORY TESTING MISC: CONCRETE FIELD TESTING MISC: MATERIAL TESTING 561730- LANDSCAPING SEEDING & SODDING

EXHIBIT E - DBE
PARTNERING FOR GROWTH PROGRAM
FOR
DISADVANTAGED BUSINESS ENTERPRISES (DBEs)
PSB: 18-1 ITEM: 7

MEMORANDUM OF UNDERSTANDING
BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS 200 S. Wacker Drive, Suite 1400 Chicago, IL 60606	A N D	THE PROTÉGÉ:	FIRM NAME ADDRESS 47 West Polk Street, Suite M6 Chicago, IL 60605
T.Y. Lin International			Lakeshore Engineering	

Note: The Partnering for Growth Program was formerly known as the Partnership-Mentor/Protégé Program.

Note: The DBE goal is separate and distinct from the VOSB goal. A single firm may not be utilized to achieve credit toward both DBE and VOSB goals on a single project. Therefore, the protégé participation must match the goal for which the protégé is being utilized.

I. PROGRAM PURPOSE

The Mentor and the Protégé commit to entering into a Partnering for Growth Agreement in accordance with the current guidelines of the Tollway's Partnering for Growth (formerly known as Partnership Mentor/Protégé) Program for DBEs. The purpose of the Program is to facilitate the Tollway's professional services consultants with:

- A. Meeting Disadvantaged Business Enterprise/Minority Business Enterprise/Women Business Enterprise (DBE) participation goals,
- B. Establishing new partnerships with DBE firms that have no prior experience providing professional services to the Tollway,
- C. Continuing technical and nontechnical support for DBE firms that have limited experience providing professional services to the Tollway, and
- D. Assisting DBE firms with building their capacity and becoming and/or remaining self-sufficient, competitive, and profitable business enterprises.

A **DBE** means a business certified by the Illinois Unified Certification Program as a DBE, or certified by the City of Chicago or Cook County as an M/WBE, or certified by the U.S. Small Business Administration (SBA) as an 8(a) business.

Professional Services shall be defined as Architecture, Landscape Architecture, Professional Engineering and Professional Land Surveying.

II. CONFORMANCE TO PROGRAM GOALS

A. Participation in this project by the Protégé.

1. In area(s) being mentored:

- Technical work covered by Mentor's prequalification category(ies) 3.00 %

Scope:

Special Services (Construction Inspection) Project Controls-Documentation Technician

- Work not applicable to prequalification category(ies) _____ %

Scope:

Note: Protégé must participate in either one or both of these areas

2. In area(s) not being mentored:
- Work the Protégé will self-perform 5.00 %

Note: Protégé participation in this area is optional

3. Total participation by the Protégé (Sum of 1. and 2.) 8.00 %

B. Briefly describe an assessment of the Protégé's needs (*one-half page maximum*).

This Mentor- Protégé Plan is designed to enhance the professional service capabilities of the Protégé firm, Lakeshore Engineering, LLC., a certified Disadvantage Business Enterprise, by participating in specific project tasks and business related activities with meaningful instruction and assistance from the Mentor firm, TY Lin International (TYLI). Among the goals for the Protégé firm as a result of this agreement are a thorough understanding of Tollway's policies and procedures to manage and execute construction management work, an increase in the capacity to perform construction management services, enhancement of professional relationships with Tollway and other consulting engineers, and becoming a self-sufficient, competitive, and profitable business.

C. Briefly describe specific assistance the Mentor will provide to support the Protégé's needs (*one-half page maximum*).

TYLI staff will implement active involvement of the Protégé's procedures in preparation of Authorization to Proceed, Change Orders, Extra Work Orders, scheduling, claim filing, dispute resolution and other items involved in monitoring the project delivery process. Protégé will initially assist TYLI staff in these assignments, with the Protégé moving toward a self-sufficient role. TYLI staff will work with the Protégé to develop the skills to develop a Project Management Plan from project start-up through completion. TYLI staff will provide guidance and oversight to the Protégé firm on the development of a project Quality Plan. The Quality Plan will be critical tool for the Protégé and developing skills in its implementation will be a critical skill to be developed. The Protégé will be familiarized with applicable laws, regulations and rules by TYLI staff.

III. MENTOR EXPERIENCE WITH THE PROGRAM

A. Has the Prime consultant served as a Mentor on a Tollway project completed within the last five years? If yes, list Contract #(s):

YES

NO

Contract No. rr-11-5636

Indicate Phase(s) of Work: MP DSE CM Other

Areas of Assistance:

Contract Administration: Resident Engineer & Material Coordinator

B. Is the Prime consultant currently serving as a Mentor on a Tollway project? If yes, list Contract #(s):

YES

NO

Indicate Phase(s) of Work: MP DSE CM Other

Areas of Assistance:

C. Has the Prime consultant mentored the Protégé on another Tollway project within the last five years? If yes, list Contract #(s):

YES

NO

Indicate Phase(s) of Work: MP DSE CM Other

Areas of Assistance:

IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM

A. Has the DBE firm ever been contracted by the Tollway as a Prime consultant? If yes, list date, Contract #, and description of scope for each project(s):

YES

NO

Date

Contract #

Description of Scope

<u>Date</u>	<u>Contract #</u>	<u>Description of Scope</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Has the DBE firm participated in a Mentor/Protégé relationship on a Tollway project completed within the last five years? If yes, list the following for each project(s).

YES

NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>

C. Is the DBE firm currently participating in a Mentor/Protégé relationship on a Tollway project? If yes, list the following for each project(s).

YES

NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>

D. Has the DBE firm participated in a Mentor/Protégé relationship on an Illinois Department of Transportation project completed within the last five years? If yes, list the following for each project(s).

YES

NO

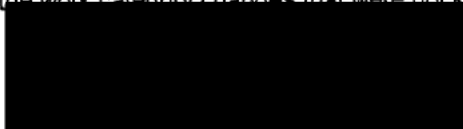
<u>PTB No/Item</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>

E. If the Protégé has been mentored in the same Area of Assistance proposed on this project for a Tollway and/or IDOT project a combined total of more than three times, provide explanation supporting need for additional mentoring.

V. STATEMENT OF COMMITMENT

The purpose of this statement is to confirm a commitment between the Mentor and Protégé, that upon notice of selection from the Illinois Tollway for this PSB item, a formal Partnering for Growth Agreement for DBEs will be prepared in accordance with the current guidelines of the Tollway's Partnering for Growth Program.

Should the proposer, after contract negotiation, wish to modify the 'Plan to Achieve Diversity Goal', the awarded consultant is requested to submit to the General Manager of Diversity a detailed explanation of the work category changes that were not known at the time of the SOI submittal.



SIGNATURE (Mentor Representative)

13 Feb 2018

(Date)

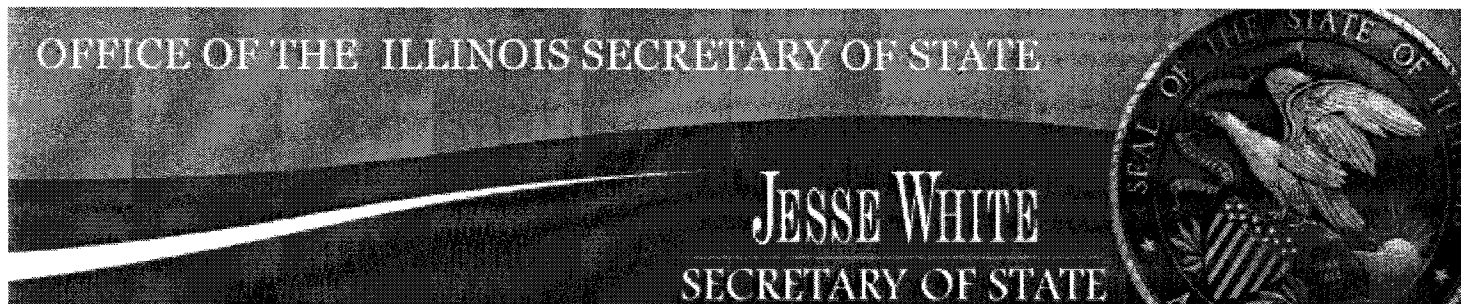


SIGNATURE (Protégé Representative)

2/7/18

(Date)

RR-16-4277



CORPORATION FILE DETAIL REPORT

File Number	53267416		
Entity Name	T.Y. LIN INTERNATIONAL GREAT LAKES INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	11/14/1983	State	ILLINOIS
Agent Name	C T CORPORATION SYSTEM	Agent Change Date	01/07/2002
Agent Street Address	208 SO LASALLE ST, SUITE 814	President Name & Address	ALVARO J PIEDRAHITA 345 CALIFORNIA ST. #2300 SF, CA 94104
Agent City	CHICAGO	Secretary Name & Address	ROBERT A PETERSON 14390 W WYCOMBE CT GREEN OAKS 60048
Agent Zip	60604	Duration Date	PERPETUAL
Annual Report Filing Date	10/09/2017	For Year	2017
Old Corp Name	12/11/1992 - BASCOR, INC. 03/14/2001 - T.Y. LIN INTERNATIONAL BASCOR INC.		

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Gomez, Graciela

From: Gomez, Graciela
Sent: Tuesday, August 14, 2018 11:52 AM
To: Gomez, Graciela
Subject: T.Y. Lin International Great Lakes, Inc. - FEIN [REDACTED] for Contract No RR-16-4277

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 11:50 08/14/18

ACTION: S

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

DISCLAIMER:

AS OF 08/14/18 AT 11:50 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER **** [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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Gomez, Graciela

From: Gomez, Graciela
Sent: Tuesday, August 14, 2018 11:53 AM
To: Gomez, Graciela
Subject: Bravo Company Engineering, Inc. - FEIN [REDACTED] or Contract No RR-16-4277

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 11:52 08/14/18

ACTION: S

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

DISCLAIMER:
AS OF 08/14/18 AT 11:52 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Gomez, Graciela

From: Gomez, Graciela
Sent: Tuesday, August 14, 2018 11:55 AM
To: Gomez, Graciela
Subject: Environmental Design International, Inc. - FEIN [REDACTED] for Contract No RR-16-4277

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 11:53 08/14/18

ACTION: S

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

DISCLAIMER:

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Gomez, Graciela

From: Gomez, Graciela
Sent: Tuesday, August 14, 2018 12:14 PM
To: Gomez, Graciela
Subject: Lakeshore Engineering LLC - FEIN [REDACTED] r Contract No RR-16-4277

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 12:12 08/14/18

ACTION: S

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

DISCLAIMER:
AS OF 08/14/18 AT 12:13 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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CONSTRUCTION MANAGER AGREEMENT

The Board of Directors, on the **23rd** day of **August, 2018**, authorized this AGREEMENT to be entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and **T.Y. LIN INTERNATIONAL, GREAT LAKES, INC.**, a corporation authorized and existing within the laws of the State of Illinois, hereinafter referred to as "CONSTRUCTION MANAGER".

W I T N E S S E T H:

WHEREAS, the CONSTRUCTION MANAGER has submitted a proposal dated **July 31, 2018**, to provide construction management services for Contract No. **RR-16-4277 for Tri-State Tollway(I-94), Pavement and Structural Preservation and Rehabilitation, Mile Post 21.85 (Half Day Road) to Mile Post 25.2 (Lake-Cook Road)** ; and

WHEREAS, the CONSTRUCTION MANAGER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 18-1, Item 7**, staffed with professional licensed engineers, experienced and well-able to perform the construction section engineering services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

A. The CONSTRUCTION MANAGER shall perform all construction management services for Contract No. **Tri-State Tollway(I-94), Pavement and Structural Preservation and Rehabilitation, Mile Post 21.85 (Half Day Road) to Mile Post 25.2 (Lake-Cook Road)** in accordance with the requirements and terms of this Agreement, the above-numbered Professional Services Bulletin, and the proposal from the CONSTRUCTION MANAGER of **July 31, 2018**, 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 following order of precedence shall govern: 1. This Agreement 2. The Proposal 3. The Professional Services Bulletin.

B. All services performed by CONSTRUCTION MANAGER shall be performed according to the professional standards and in accordance with the Construction Manager's Manual in effect at the date of contract execution, and as revised thereafter.

C. The CONSTRUCTION MANAGER shall perform its services hereunder

with the same degree of care, skill and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

ARTICLE II

Time of Performance

Upon receipt of a Notice to Proceed authorized by the Chief Engineering Officer of the TOLLWAY, the CONSTRUCTION MANAGER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or August 24, 2018** and ending **January 31, 2022**, in accordance with the schedule included in the attached proposal.

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

ARTICLE III

Compensation

The CONSTRUCTION MANAGER shall perform all construction management services as required herein, and the TOLLWAY shall pay the CONSTRUCTION MANAGER as compensation therefor, the CONSTRUCTION MANAGER'S actual payroll costs times a multiplier of **2.8000**, and reimbursement of certain direct expenses (as each of these amounts are shown in Exhibit "1"), with an upper limit of compensation of **Two Million, Four Hundred Ninety-Five Thousand, Four Hundred Ninety-Two Dollars and Sixty-One Cents (\$2,495,492.61)**. If, in the opinion of the CONSTRUCTION MANAGER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the CONSTRUCTION MANAGER shall promptly notify the Chief Engineering Officer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior approval of the Chief Engineering Officer. The CONSTRUCTION MANAGER must ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XVIII.

ARTICLE IV

Compliance with State and Other Laws

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

Governing Law; Exclusive Jurisdiction

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

Confidentiality

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

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

ARTICLE V

Responsibility for Injuries and Damages

The CONSTRUCTION MANAGER shall be responsible for all injuries to persons and damages to property due to the activities of the CONSTRUCTION MANAGER, its associates, agents or employees, in connection with an error, omission, intentional, willful, wanton, or negligent act(s), and shall be responsible for all parts of its services, both temporary and permanent, relating to the performance of any services under this

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

ARTICLE VI

Insurance

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

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

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

If any aggregate limit is reduced below \$2,000,000.00 because of claims made or paid, the CONSTRUCTION MANAGER shall obtain

additional insurance to restore the full aggregate limit and furnish documentation to the TOLLWAY.

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

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

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

ARTICLE VII

Ownership of Documents

All documents, including tracings, drawings, estimates, specifications, field notes, investigations, studies and any and all documents, memoranda and information relating to services to be furnished and performed pursuant to this Agreement are the property of the TOLLWAY. During the performance of the engineering services herein provided for, the CONSTRUCTION MANAGER shall be responsible for any loss or damage to the documents herein enumerated while they are in its possession, and any such documents shall be restored at its expense. Full access to the documents, including related work product concerning the services performed pursuant to this Agreement, shall at all times be available to the TOLLWAY and other public agencies interested in this work. It is agreed and understood by the parties that any plans, drawings,

blueprints or other similar documents ("plans") provided under this Contract which are reused by the TOLLWAY, on other projects, shall be at the TOLLWAY's own risk. Any person or entity reusing any plans shall be solely responsible for such reuse. Should the CONSTRUCTION MANAGER reuse any plans, it agrees to indemnify any and all persons or entities for any claims or actions resulting from its reuse to the extent that said claim or action results from such reuse. The TOLLWAY agrees to require any person (including the TOLLWAY itself) reusing the plans provided by the CONSTRUCTION MANAGER to abide by the terms and conditions set forth in this paragraph.

ARTICLE VIII
Financial Statement

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

ARTICLE IX
Successors and Assigns

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

ARTICLE X
Subcontractors

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

ARTICLE XI
Suspension

The TOLLWAY may suspend, from time to time, the services of the CONSTRUCTION MANAGER pursuant to this Agreement at its sole discretion effective five (5) days after delivery of written notice thereof for any period of time or times not exceeding a total of twelve (12) months. In the event of suspension of this Agreement, not occasioned by violation of the Agreement by the CONSTRUCTION MANAGER, the

CONSTRUCTION MANAGER shall be paid for authorized services performed prior to the effective date of the suspension, including any reimbursable expenses then due, in accord with this Agreement.

ARTICLE XII

Termination

A. Termination Without Cause

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

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

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

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

directed to be performed by the Chief Engineering Officer of the TOLLWAY.

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

B. Termination for Cause

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

2. Conditions for termination for cause are as follows:

- a. If CONSTRUCTION MANAGER becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law established for the relief of debtors;
- b. If a receiver, trustee or liquidator of any of the property or income of CONSTRUCTION MANAGER shall be appointed;
- c. If CONSTRUCTION MANAGER shall fail to perform the scope of services, or any part thereof, with the diligence necessary to continue progress and complete the scope of services as prescribed by the time schedule and shall fail to take such steps as directed by the TOLLWAY to remedy delays within five (5) days after written notice thereof from TOLLWAY;

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

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

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

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

C. Termination due to Lack of an Appropriation

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

ARTICLE XIII

Solicitations

The CONSTRUCTION MANAGER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or

understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the TOLLWAY shall have the right to annul this Agreement without liability, or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE XIV

Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the CONSTRUCTION MANAGER at **T.Y. Lin International, Great Lakes, Inc., 200 S. Wacker Drive, Suite 1400, Chicago, Illinois 60606**, or to the Chief Engineering Officer, at 2700 Ogden Avenue, Downers Grove, Illinois 60515. Either party may change the place to which notices hereunder may be addressed by written notice to the other party at any time or times.

ARTICLE XV

Record Retention and Audit

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

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

MANAGER's place of business in order to audit the records. If they are not produced in a timely manner by the CONSTRUCTION MANAGER, then the CONSTRUCTION MANAGER shall reimburse the TOLLWAY or other State agency for the travel expenses of its auditors in the event that this right is invoked.

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

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

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

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

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

ARTICLE XVI

Quality Assurance and Quality Control (QA/QC) Plan

The CONSTRUCTION MANAGER'S QA/QC PLAN for this PROJECT must be presented by the CONSTRUCTION MANAGER fourteen (14) days after receiving the signed contract. After acceptance by the TOLLWAY, the CONSTRUCTION MANAGER must adhere to this QA/QC Plan and will be required to periodically confirm, in writing,

that they have complied with the approved plan. The statement of compliance must be submitted to the TOLLWAY Project Manager with each monthly progress report.

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

ARTICLE XVII

Miscellaneous

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

ARTICLE XVIII

Inspector General

The Vendor/Contractor hereby acknowledges that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5) the Inspector General of the Illinois State Toll Highway Authority has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The Vendor/Contractor will fully cooperate in any OIG investigation or review and shall not bill the Tollway for such time. Cooperation includes providing access to all information and documentation related to the goods/services described in this Agreement, and disclosing and making available all personnel involved or connected with these goods/services or having knowledge of these goods/services. All subcontracts must inform Subcontractors of this provision and their duty to comply.

ARTICLE XIX

Engineer Selection Process

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

ARTICLE XX

Report of a Change in Circumstances

The CONSTRUCTION MANAGER agrees to report to the TOLLWAY as soon as practically possible, but no later than 21 days following any change in facts or

circumstances that might impact the CONSTRUCTION MANAGER's ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include, but are not limited to changes in the CONSTRUCTION MANAGER's Certification/Disclosure Forms, the CONSTRUCTION MANAGER's IDOT pre-qualification, or any certification or licensing required for this project. Additionally, the CONSTRUCTION MANAGER agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the CONSTRUCTION MANAGER, or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

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

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

ARTICLE XXI

EXPATRIATED ENTITIES

Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT RR-16-4277 the day and year first above written.


THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY


T.Y. LIN INTERNATIONAL
GREAT LAKES INC.

By  9/21/18  8/14/18
Chair/Executive Director-Signature Date President-Signature Date
Robert Schillerstrom/Elizabeth Gorman

PAULA PIENTON
Printed Name as Signed Above

APPROVED:
 9-17-18
Chief Financial Officer - Signature Date
Michael Colsch

APPROVED:
 9/17/18
Acting General Counsel - Signature Date
Elizabeth Oplawski

Approved as to Form and Constitutionality
 9-14-18
Attorney General, State of Illinois - Robert Lane - Signature Date

CONSTRUCTION MANAGER PROPOSAL
FOR CONTRACT NUMBER RR-16-4277

This proposal, dated July 31, 2018, is submitted by T.Y. Lin International, Great Lakes, Inc. of Chicago, Illinois for Construction Manager's Service.

DESCRIPTION/LOCATION OF CONSTRUCTION SECTION

The location of the construction Contract RR-16-4277 for which we propose to provide Construction Manager Services is Tri-State Tollway (I-94), Pavement and Structural Preservation and Rehabilitation, M.P. 21.85 (Half Day Road) to M.P. 25.2 (Lake-Cook Road), in various County (Counties), Illinois.

SCOPE OF CONSTRUCTION MANAGER SERVICES

Construction Manager Services following selection from PSB 18-1 will be provided for all items of work included in the Contract Requirements for the above Construction Contract and will conform with the Illinois State Toll Highway Authority's *Construction Manager's Manual*, in effect at the date the contract is awarded, and as revised thereafter, and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY" current practices. These services shall include the responsibility for administration of the referenced Construction Contract in accordance with the applicable Construction Manager's Manual; manage the work as required by the Contract Documents; responsible for all on-site and off-site material testing; document all activities pertaining to the execution of the work; prepare all reports, payment estimates and other required documents; submit a "Record Drawing" set of plans; submit all project records, documents and the project close-out records properly indexed and cross-referenced in a manner which can be easily reviewed by the TOLLWAY at the same time the final pay estimate is submitted; and carry out the policies of the TOLLWAY.

FEE PROPOSAL

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

**ACTUAL 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:

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

“Actual Direct Labor” shall be reimbursed only for actual payroll costs paid to individuals employed directly by the CONSTRUCTION MANAGER, while 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.”

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

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

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

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

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

Reimbursement for the use of automotive vehicles furnished by the CONSTRUCTION MANAGER will be in accordance with the State of Illinois Government Rate in effect on the date of this proposal (see Exhibit D).

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

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

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

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

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

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the CONSTRUCTION MANAGER, for all costs, shall be \$ 2,495,492.61 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all Construction Management services for all items of work included in the Scope of Construction Manager Services (Exhibit F). If potential additional services have been identified in the scope of work (Exhibit F), it is understood that these services may not be requested by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the CONSTRUCTION MANAGER, Exhibits A-H (Cont.) must be submitted by the CONSTRUCTION MANAGER for TOLLWAY approval prior to commencement of the work.

CONTROL OF STAFF LEVELS - The CONSTRUCTION MANAGER is required at all times to review the staffing level as it relates to the Contractor's activities and/or progress. If at any time during the execution of the work, the CONSTRUCTION MANAGER determines that a change in staff is required, a written request to modify

his/her staff must immediately be submitted to the TOLLWAY's Project Manager. If the requested change in staffing levels would cause the total contract fee to be exceeded, he/she shall submit a written request for a change in the upper limit of compensation to the Chief Engineering Officer.

This request shall include the following:

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

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

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

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

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

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

TERMS AND CONDITIONS - This document hereby incorporates by reference the "Contract" attached hereto and made a part hereof. The CONSTRUCTION MANAGER understands and agrees that it shall be bound by the terms and conditions contained in the attached Contract including but not limited to those items contained in the Article

titled "Insurance". The CONSTRUCTION MANAGER shall provide a copy of Certificate of Insurance as Exhibit I. In the event there is a conflict between the terms of this proposal and the terms of the attached Contract the terms contained in the Contract shall control.

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

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

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

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

THIS PROPOSAL FOR CONSTRUCTION MANAGER SERVICES FOR

CONTRACT RR-16-4277

SUBMITTED BY:

FIRM NAME: T.Y. Lin International, Great Lakes, Inc.

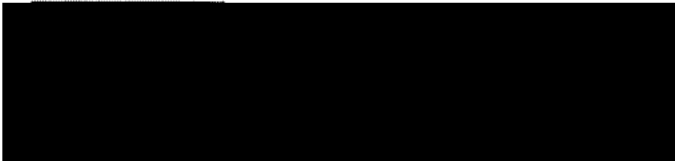
ADDRESS: 200 S. Wacker Drive, Suite 1400

CITY, STATE &
ZIP CODE: Chicago, Illinois, 60606

TELEPHONE: 312-777-2900

FACSIMILE: 312-705-0305

SIGNED BY:



PRINTED NAME: Paula Pienton

TITLE: Senior Vice president

EXHIBIT G

CONTRACT RR-16-4277

(T.Y. Lin International, Great Lakes, Inc.)

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-12-4082	CCM: IL 390 Tollway	\$11,000,000	\$550,000	9/1/2019
C-91-007-15	CM: UPRR Bridge Replacement	\$1,775,000	\$900,000	4/1/2019
C-88-011-13	CM: Lakefront Bicycle Trail	\$1,070,400	\$450,000	4/1/2019
C-91-145-01	CM: Bridge replacement	\$111,000	\$70,000	10/30/2018
UPRR: CM:	Deering Bridge Rehabilitation	\$360,000	\$245,000	6/1/2019
UPRR: QA:	IL High Speed Rail	\$4,750,000	\$360,000	12/30/2018
CDWM	CM: Various Sewer Task Order	\$7,200,000	\$1,750,000	4/1/2019



ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: PSB 18-1

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

1. PAYMENT TERMS AND CONDITIONS:

- 1.1 **Minority Contractor Initiative:** Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 1.2 **Expenses:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 1.3 **Prevailing Wage:** As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 1.4 **Federal Funding:** This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 1.5 **Invoicing:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through December 31 of any year must be submitted to the State no later than February 28 of the following year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
 - 1.5.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.
 - 1.5.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

- 2. ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.

3. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of five years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of five years from the later of final payment under the term or completion of the subcontract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, the Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.
4. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
5. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
6. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
7. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
8. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

9. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their directors, agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
10. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
11. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
12. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
13. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
14. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>.
15. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
16. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
17. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

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

23.2 By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.

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

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 Agents and Employees:

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

25.1.2 Publicity:

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

25.1.3 Third Party Beneficiaries:

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

25.1.4 Successors In Interest:

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

25.1.5 Venue:

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

25.2 **Report of a Change in Circumstances:** The Vendor agrees to report to the TOLLWAY as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the Vendor's ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include, but are not limited to changes in the Vendor's Certification/Disclosure Forms, the Vendor's IDOT pre-qualification, or any certification or licensing required for this project. Additionally, Vendor agrees to report to the Tollway within the above

timeframe any arrests, indictments, convictions or other matters involving the Vendor, or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

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

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

25.3 VENDOR SUPPLEMENTAL PROVISIONS


Vendor Supplemental Provisions:

STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

_____ N/A _____ agrees with the terms and conditions set forth in the Professional Services Bulletin, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

	Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency/University for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor's exceptions accepted by the State thereto as set forth below.
	STANDARD TERMS AND CONDITIONS
Section/ Subsection #	State the exception such as "add," "replace," and/or "delete."
	N/A
	ADDITIONAL TERMS AND CONDITIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.
	N/A

_____ N/A _____ hereby agrees to the exceptions provided by _____ N/A _____ and to the Additional Terms and Conditions provided by _____ N/A _____.

Agreed:	Agreed:
By: Paula Pionton, S.E., P.E.	By:
Signed: 	Signed:
Position: Vice President/Central Regional Director	Position:
Date: 02/13/2018	Date:



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

Date: 02/13/2018 **Project Number:** 1-18-4361

Project Name: Elgin O'Hare Western Access, West Extension

**DELINQUENT DEBT REVIEW
CONTRACTOR/
CONSULTANT**

Sub-Contractor/Consultant Disclosure.

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

If yes, you must identify below, to the extent the information is known, regardless of the subcontract value, the names, addresses and type of work all Sub-Contractors/Consultants that will be utilized in the performance of this Contract, together with the anticipated dollar value (Sub-Contractors) or percentage (Sub-Consultants) each is expected to receive pursuant to this Contract. The list of sub-contractors/consultants should include but not be limited to sub-contractors/consultants, suppliers and truckers proposed to achieve disadvantaged business enterprise and veteran owned business goals. The State may request updated information at any time. For purposes of this section Sub-Contractors/Consultants are those specifically hired to perform part of the work of this contract. Non-DBE suppliers and truckers do not need to be included.

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

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

Contractor/Consultant: T.Y. Lin International Great Lakes, Inc.

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: paula.pienton@tylin.com

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

NOTE for Construction Contracts: List all known subcontractors including those identified in the Bid Package on DBE Form 2025 and VOSB Form 2025, and include any name listed in the "Under Contract To" section of these forms.

<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor/Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u>
DAMA Consultants, Inc.	[REDACTED]	4524 W. Washington Blvd. Chicago, IL 60624	Traffic and Tolling Analysis Study	1%
E/M Engineering, Inc.	[REDACTED]	411 S. Wells St., Ste. 1000, Chicago, IL 60607	Roadway Lighting and Electrical Design	5%
Geo Services, Inc.	[REDACTED]	805 Amherst Court, Ste. 204 Naperville, IL 60565	Geotechnical Services	4%
Huff & Huff, Inc.	[REDACTED]	915 Harger Rd., Ste. 330, Oak Brook, IL 60523	Environmental Support	2%
Lockwood Group, Inc.	[REDACTED]	20 N. Wacker Dr., Chicago, IL 60606	Environmental Assessment	20%
Orion Engineers, LLC	[REDACTED]	220 N. Green St., Chicago, IL 60607	Signing and Pavement Markings, Interchange assistance	3%
WBK Engineering, Inc.	[REDACTED]	116 W. Main St., Ste. 201, St. Charles, IL 60174	Drainage and Survey	16%
S.B. Friedman & Company	[REDACTED]	221 N. LaSalle St., Ste. 820, Chicago, IL 60601	Financial and Economic analysis	1%

Signature: [REDACTED]

Date: 02/13/2018

Printed Name: Paula Pienton



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

Date: 02/13/2018 **Project Number:** RR-16-4277

Project Name: Tri-State Tollway (I-94), Pavement and Structural Preservation and Rehabilitation, M.P. 21.85 (Half Day Road) to M.P. 25.2 (Lake-Cook Road)

**DELINQUENT DEBT REVIEW
CONTRACTOR/
CONSULTANT**

Sub-Contractor/Consultant Disclosure.

Will you be using any sub-consultants/contractors? Yes N

If yes, you must identify below, to the extent the information is known, regardless of the subcontract value, the names, addresses and type of work all Sub-Contractors/Consultants that will be utilized in the performance of this Contract, together with the anticipated dollar value (Sub-Contractors) or percentage (Sub-Consultants) each is expected to receive pursuant to this Contract. The list of sub-contractors/consultants should include but not be limited to sub-contractors/consultants, suppliers and truckers proposed to achieve disadvantaged business enterprise and veteran owned business goals. The State may request updated information at any time. For purposes of this section Sub-Contractors/Consultants are those specifically hired to perform part of the work of this contract. Non-DBE suppliers and truckers do not need to be included.

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

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

Contractor/Consultant: T.Y. Lin International Great Lakes, Inc.

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: paula.pienton@tylin.com

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

NOTE for Construction Contracts: List all known subcontractors including those identified in the Bid Package on DBE Form 2025 and VOSB Form 2025, and include any name listed in the "Under Contract To" section of these forms.

<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor/Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u>
Bravo Company Engineering, Inc.		2558 Westgate Ln. Montgomery, IL 60538	Assistant Resident Engineer	6%
Illinois Construction & Environmental Consulting, Inc.		7649 S. State St., Chicago, IL 60619	Construction Inspection	8%
Lakeshore Engineering, LLC		47 W. Polk St., Chicago, IL 60605	Field Inspection and Protégé on Project controls Documentation Technician	8%
Sanchez & Associates, P.C.		8604 W. Catalpa Ave., Ste. 912, Chicago, IL 60656	Survey	3%
Environmental Design International, Inc.		33 W. Monroe St., Ste. 1825, Chicago, IL 60603	Materials Coordinator	8%
Material Solutions Laboratory		1040 Bonaventure Dr., Elk Grove Village, IL 60007	QA Material Testing	3%

Signature: [REDACTED]

Date: 02/13/2018

Printed Name: Paula Pienton



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

Date: 02/13/2018 **Project Number:** 1-18-4356

Project Name: Tri-State Tollway (I-294), Roadway and Bridge Rehabilitation and Widening, Wolf Road (M.P. 36.2) and Balmoral Avenue (M.P. 40.0)

DELINQUENT DEBT REVIEW

Sub-Contractor/Consultant Disclosure.

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

If yes, you must identify below, to the extent the information is known, regardless of the subcontract value, the names, addresses and type of work all Sub-Contractors/Consultants that will be utilized in the performance of this Contract, together with the anticipated dollar value (Sub-Contractors) or percentage (Sub-Consultants) each is expected to receive pursuant to this Contract. The list of sub-contractors/consultants should include but not be limited to sub-contractors/consultants, suppliers and truckers proposed to achieve disadvantaged business enterprise and veteran owned business goals. The State may request updated information at any time. For purposes of this section Sub-Contractors/Consultants are those specifically hired to perform part of the work of this contract. Non-DBE suppliers and truckers do not need to be included.

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

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

**CONTRACTOR/
CONSULTANT**

Contractor/Consultant: T.Y. Lin International Great Lakes, Inc.

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: paula.pienton@tylin.com

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

NOTE for Construction Contracts: List all known subcontractors including those identified in the Bid Package on DBE Form 2025 and VOSB Form 2025, and include any name listed in the "Under Contract To" section of these forms.

<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor/Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u>
Princeton Technical Services, Inc.		940 W. Adams St., Ste. 305 Chicago, IL 60607	Inspection	2%
Sanchez & Associates, P.C.		8604 W. Catalpa Ave., Ste. 912, Chicago, IL 60656	Survey	3%
Environmental Design International, Inc.		33 W. Monroe St., Ste. 1825, Chicago, IL 60603	Inspection	6%
Material Service Testing, Inc.		1327 W. Washington Blvd., Ste. 105, Chicago, IL 60607	Materials QA	3%
Orion Engineers, LLC		220 N. Green St., Chicago, IL 60607	Inspection	3%
INTERRA, Inc.		125 S. Wacker Dr., Ste. 327 Chicago, IL 60606	Materials QA Testing	6%
R.M. Chin & Associates, Inc.		500 W. 18 th St., Ste. 200, Chicago, IL 60616	Document Technician and MOT coordinator	8%
Clark Dietz, Inc.		118 S. Clinton St., Ste. 700, Chicago, IL 60661	Inspection	10%

Signature: [REDACTED]

Date: 02/13/2018

Printed Name: Paula Pienton

**STATE OF ILLINOIS
FORMS A**

A vendor responding to a solicitation by the State of Illinois must return the information requested within this section with their bid or offer if they are not registered in the Illinois Procurement Gateway (IPG). Failure to do so may render their bid or offer non-responsive and result in disqualification.

Please read this entire Forms A and provide the requested information as applicable and per the instructions. All forms and signature areas contained in this Forms A must be completed in full and submitted along with the bid in an Invitation for Bid; and completed in full and submitted along with the technical response and price proposal, which combined will constitute the Offer, in a Request for Proposal.

Vendor Name: T.Y. Lin International Great Lakes, Inc.	Phone: 312-777-2900
Street Address: 200 South Wacker Drive, Suite 1400	Email: paula.pienton@tylin.com
City, State Zip: Chicago, Illinois 60606	Vendor Contact: Paula Pienton, S.E., P.E.

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not discriminate in employment, contracts, or any other activity.

The State of Illinois encourages prospective vendors to consider hiring qualified veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances.

OUTLINE

FORMS A

Complete this section if you are not using an IPG (Illinois Procurement Gateway) Registration #

	Part
Business and Directory Information	1.
Illinois Department of Human Rights Public Contracts Number	2.
Authorized to Do Business in Illinois.....	3.
Standard Certifications	4.
State Board of Elections.....	5.
Disclosure of Business Operations in Iran.....	6.
Financial Disclosures and Conflicts of Interest	7.
Taxpayer Identification Number.....	8.

**STATE OF ILLINOIS
BUSINESS AND DIRECTORY INFORMATION**

1.1. Name of Business (official name and DBA)

T.Y. Lin International Great Lakes, Inc.

1.2. Business Headquarters (address, phone and fax)

200 South Wacker Drive, Suite 1400, Chicago. IL 60606

P: 312-777-2900

F: 312-705-0305

1.3. If a Division or Subsidiary of another organization provide the name and address of the parent

T.Y. Lin International (parent of T.Y. Lin International Great Lakes, Inc.) 345 California Street, Suite 2300, San Francisco, CA 94104

1.4. Billing Address

200 South Wacker Drive, Suite 1400

Chicago, IL 60606

1.5. Name of Chief Executive Officer

Alvaro Piedrahita

1.6. Company Web Site Address

www.tylin.com

1.7. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below)

Corporation

1.8. Length of time in business

63 years

1.9. Annual Sales for Offeror's most recently completed fiscal year

\$ 135.7M 2017

1.10. Show number of full-time employees, on average, during the most recent fiscal year

813

1.11. Is your company at least 51% owned and controlled by individuals in one of the following categories? If "Yes," please check the category that applies: No

- 1.11.1. Minority (30 ILCS 575/2(A)(1) & (3)) Yes
- 1.11.2. Female (30 ILCS 575/2(A)(2) & (4)) Yes
- 1.11.3. Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1)) Yes
- 1.11.4. Disadvantaged (49 CFR 26) Yes
- 1.11.5. Veteran (30 ILCS 500/45-57) Yes

STATE OF ILLINOIS
ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

- 2.1. If Offeror employed fifteen or more full-time employees at the time of submission of their response to this solicitation or any time during the previous 365-day period leading up to submission, it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one **prior** to the solicitation opening date. 775 ILCS 5/2-101. If the Agency/University cannot confirm compliance, it will not be able to consider a Vendor's bid or offer. Please complete the appropriate sections below:

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

(check if applicable) The number is not required as the company has not met or exceeded the number of employees that makes registration necessary under the requirements of the Human Rights Act described above.

IDHR Public Contracts Number: 93315-00 Expiration Date: 10/25/2018.

- 2.2. If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: N/A.
- 2.3. Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility. 44 ILL. ADM. CODE 750.210(a).
- 2.4. Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998 are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 900000-00-0.
- 2.5. If Offeror's organization holds an expired number, it must re-register with the Department of Human Rights.
- 2.6. Offeror may obtain an application form by:
- 2.6.1. Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).
- 2.6.2. Internet: You may download the form from the Department of Human Rights' website at (<http://www2.illinois.gov/dhr/PublicContracts/Pages/default.aspx>).
- 2.6.3. Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

STATE OF ILLINOIS
AUTHORIZED TO TRANSACT BUSINESS OR CONDUCT AFFAIRS IN ILLINOIS

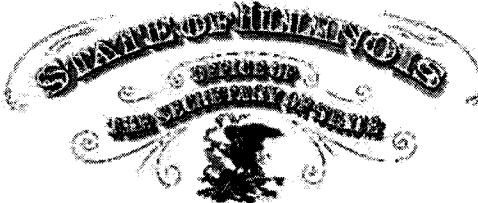
3. A person, other than an individual acting as a sole proprietor, must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting an offer. 30 ILCS 500/20-43. Offerors must review and complete certification #4.32 in the Standard Certifications found in Forms A, Part 4.

Certification #4.32 requires Vendor to check one of two boxes representing its status. The State may request evidence from a vendor that certifies it is authorized to do business in Illinois proving such authorization. Failure to produce evidence in a timely manner may be considered grounds for determining Vendor non-responsive or not responsible.

For information on registering to transact business or conduct affairs in Illinois, please visit the Illinois Secretary of State's Department of Business Services at their website at (http://cyberdriveillinois.com/departments/business_services/home.html) or your home county clerk.

**EVIDENCE OF BEING AUTHORIZED TO TRANSACT BUSINESS OR CONDUCT AFFAIRS IS THE SECRETARY
OF STATE'S CERTIFICATE OF GOOD STANDING**

File Number 776-383-1


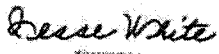


To all to whom these Presents Shall Come, Greeting:

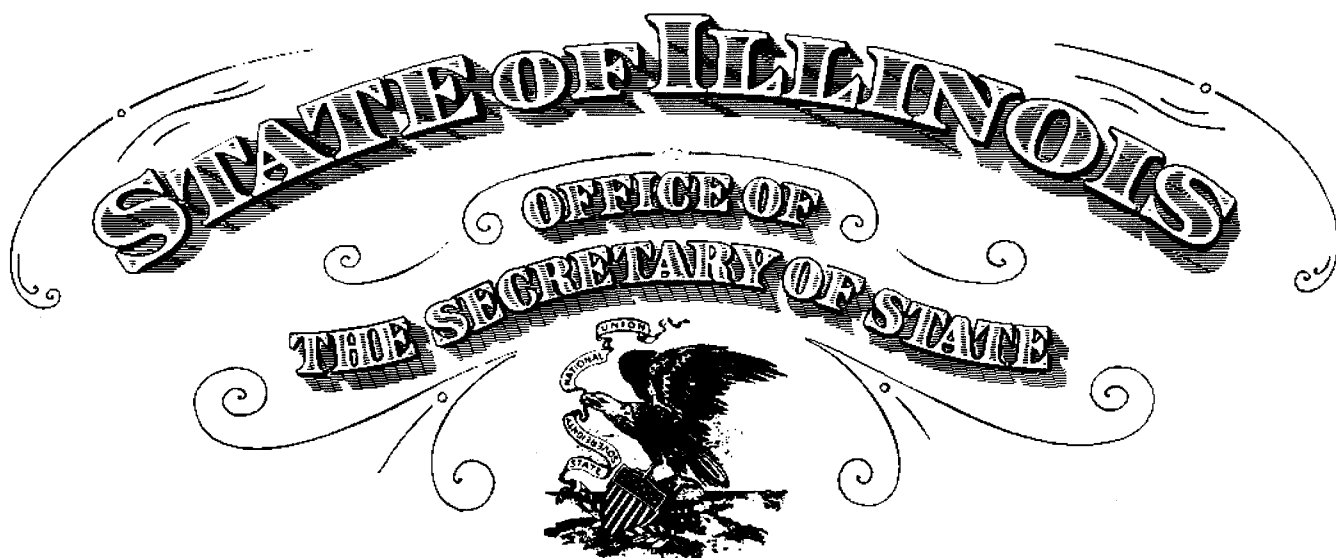
I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

XYZ CONSULTING, INC. INCORPORATED IN GEORGIA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JANUARY 26, 2011, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES AND AS OF THIS DATE IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 10th day of JUNE A.D. 2011



SECRETARY OF STATE OF ILLINOIS
1110 S. WASHINGTON ST., SPRINGFIELD, ILL. 62762-1002
TEL: 217-243-3200 FAX: 217-243-3201

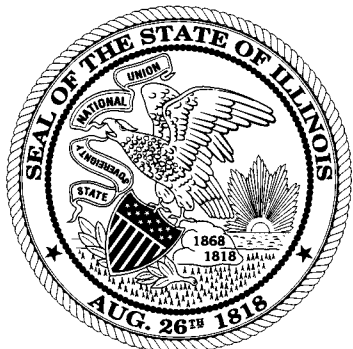


To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

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

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 25TH day of MAY A.D. 2017 .



Jesse White

Authentication #: 1714501312 verifiable until 05/25/2018
Authenticate at: <http://www.cyberdriveillinois.com>

SECRETARY OF STATE

STATE OF ILLINOIS STANDARD CERTIFICATIONS

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

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard 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.

4.1. 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.

4.2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

4.3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.

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

4.5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.

STATE OF ILLINOIS
STANDARD CERTIFICATIONS

- 4.6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
- 4.7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
- 4.8. 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.
- 4.9. 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.
- 4.10. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), *amended* by Pub. Act No. 97-0895 (August 3, 2012).
- 4.11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
- 4.12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
- 4.13. 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.
- 4.14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.

STATE OF ILLINOIS
STANDARD CERTIFICATIONS

- 4.15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
- 4.16. 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.
- 4.17. Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500\50-38.
- 4.18. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
- 4.19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
- 4.20. Drug Free Workplace
- 4.20.1. If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
- 4.20.2. If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
- 4.21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
- 4.22. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
- 4.23. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
- 4.24. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
- 4.25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.

STATE OF ILLINOIS
STANDARD CERTIFICATIONS

- 4.26. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
- 4.27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
- 4.28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 4.29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.
- 4.30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

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

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

or

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

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

Vendor must make one of the following two certifications by checking the appropriate box.

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

**STATE OF ILLINOIS
STANDARD CERTIFICATIONS**

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

4.33. Vendor certifies that, for the duration of this contract it will:

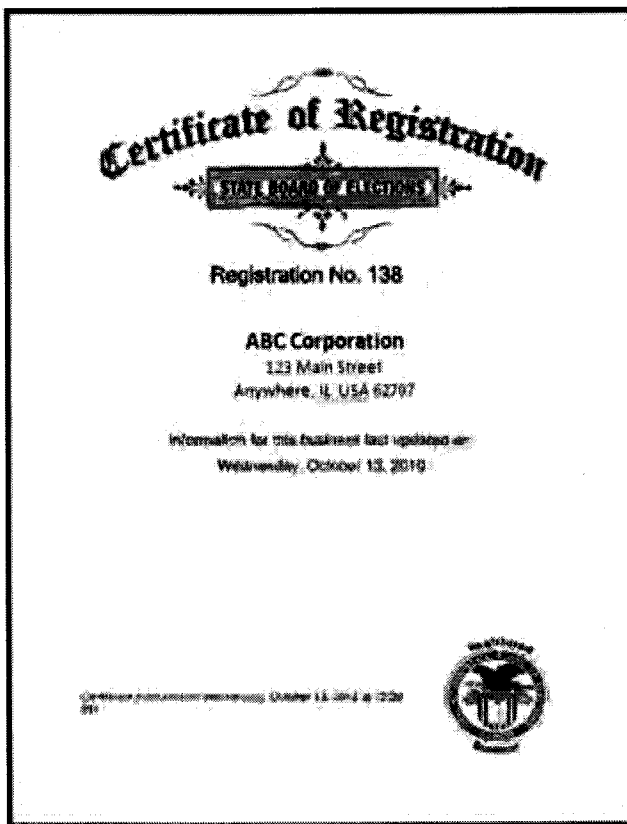
- post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
- will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website it successor system; or
- is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).

**STATE OF ILLINOIS
STATE BOARD OF ELECTIONS**

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

Generally, if a vendor, bidder, or offeror is an entity doing business for profit (i.e. sole proprietorship, partnership, corporation, limited liability company or partnership, or otherwise) and has contracts with State agencies that annually total more than \$50,000 or whose aggregate pending bids or proposals and current State contracts that total more than \$50,000, the vendor, bidder, or offeror is prohibited from making political contributions and must register with the State Board of Elections. 30 ILCS 500/20-160.

**EVIDENCE OF REGISTRATION WITH THE STATE BOARD OF ELECTIONS
IS THE CERTIFICATE OF REGISTRATION**



Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 10786

T.Y. Lin International Great Lakes, Inc.

200 South Wacker Drive

Suite 1400

Chicago IL 60606

Information for this business last updated on:

Thursday, September 8, 2016

Certificate produced on Thursday, September 08, 2016 at 11:53
AM



EXHIBIT "1"
Page 32 of 196

STATE OF ILLINOIS
DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

6. 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, will include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

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

A bid or offer that does not include this disclosure may be given a period after the bid or offer is submitted to cure non-disclosure. A chief procurement officer may consider the disclosure when evaluating the bid or offer or awarding the contract.

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

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

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

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

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

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

This disclosure is submitted for:

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

Project Name	Tri-State Tollway (I-94), Pavement and Structural Preservation and Rehabilitation, M.P. 21.85 (Half Day Road) to M.P. 25.2 (Lake-Cook Road). Construction Management Services.
Illinois Procurement Bulletin Number	22041933
Contract Number	RR-16-4277
Vendor Name	T.Y. Lin International Great Lakes, Inc.
Doing Business As (DBA)	Click here to enter text.
Disclosing Entity	T.Y. Lin International Great Lakes, Inc.
Disclosing Entity's Parent Entity	T.Y. Lin International, Inc.
Subcontractor	Click here to enter text.
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

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

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

Option 1 – Publicly Traded Entities

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

OR

- 1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 100 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- Skip to Step 3.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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

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

OPTION A – Ownership Share and Distributive Income

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

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

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
T.Y. Lin International, Inc.	345 California St. Suite 2300 San Francisco, CA 94104	100%	Click here to enter text.

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

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

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please certify that the following statements are true.

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

Yes No

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

Yes No

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

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

TABLE – Z	
Name	Address

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

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

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

Name	Address	Relationship to Disclosing Entity

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 4

PROHIBITED CONFLICTS OF INTEREST

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

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: **N/A as no individuals are named in Step 2, Option A**

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

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

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

Please provide the name of the person for which responses are provided: **N/A as no individuals are named in Step 2,**

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Option A

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

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

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

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

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

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

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

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

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

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

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

Yes No.

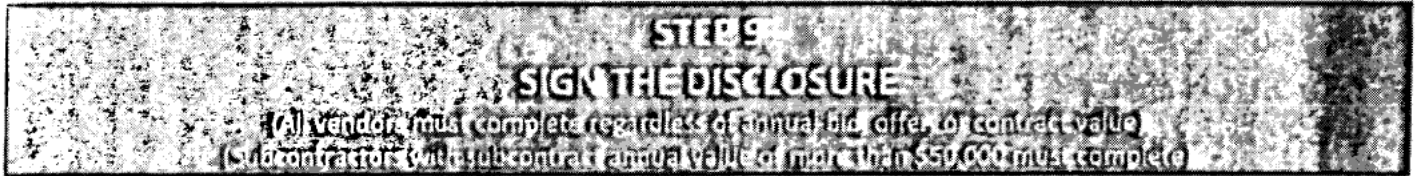
If "Yes", please specify below. Additional rows may be inserted into the table or an attachment may be provided if needed.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
ISTHA (JV with V3)	Corridor Construction	Ongoing	\$10,524,000	PSB 12-5/06

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

Illinois Department of Transportation	I-57/294 DOR Services during Construction	Ongoing	\$14,095,594	PTB 146/01
Illinois Department of Transportation	Joliet Intermodal	Ongoing	\$2,285,909	PTB 160/28
Illinois Department of Transportation	Mannheim Road – Higgins Road	Ongoing	\$3,212,614	PTB 167-04
Illinois Department of Transportation	McClugage Bridge	Ongoing	\$3,108,420	PTB 169/28
ISTHA	Franklin/Green Street Interchange and Bensenville Railroad Yard	Ongoing	\$4,387,335	PSB 16-1/06

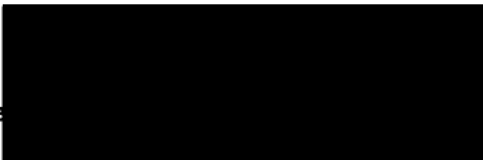
Please explain the procurement relationship: vendor



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

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

Signature _____



Date: 7/13/2018

Printed Name: Paula Pienton, S.E., P.E.

Title: Vice President/Central Regional Director

Phone Number: 312-777-2868

Email Address: paula.pienton@tylin.com

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

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

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

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

This disclosure is submitted for:

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

Project Name	Tri-State Tollway (I-94), Pavement and Structural Preservation and Rehabilitation, M.P. 21.85 (Half Day Road) to M.P. 25.2 (Lake-Cook Road). Construction Management Services.
Illinois Procurement Bulletin Number	22041933
Contract Number	RR-16-4277
Vendor Name	T.Y. Lin International Great Lakes, Inc.
Doing Business As (DBA)	Click here to enter text.
Disclosing Entity	T.Y. Lin International, Inc.
Disclosing Entity's Parent Entity	T.Y. Lin International Group Ltd.
Subcontractor	Click here to enter text.
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

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

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

Option 1 – Publicly Traded Entities

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

OR

- 1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 100 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- Skip to Step 3.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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

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

OPTION A – Ownership Share and Distributive Income

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

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

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Robert Peterson	345 California Street, Suite 2300 San Francisco, CA 94104	2.779%	\$1,615,175
Daniel Heller	345 California Street, Suite 2300 San Francisco, CA 94104	0.224%	\$130,023
F. Clark Fernon	345 California Street, Suite 2300 San Francisco, CA 94104	0.224%	\$130,023
James Moreno	345 California Street, Suite 2300 San Francisco, CA 94104	0.261%	\$151,694
Sajid Abbas	345 California Street, Suite 2300 San Francisco, CA 94104	0.194%	\$112,687
John Flint	345 California Street, Suite 2300 San Francisco, CA 94104	0.191%	\$111,242
Alvaro Piedrahita	345 California Street, Suite 2300 San Francisco, CA 94104	2.779%	\$1,615,175
William Mark Ashley	345 California Street, Suite 2300 San Francisco, CA 94104	1.238%	\$719,461
Mariano Valle	345 California Street, Suite 2300 San Francisco, CA 94104	1.059%	\$615,442
Robert Radley	345 California Street, Suite 2300 San Francisco, CA 94104	0.751%	\$436,299
Marwan Nadar	345 California Street, Suite 2300 San Francisco, CA 94104	0.48%	\$278,827
Richard Waters	345 California Street, Suite 2300 San Francisco, CA 94104	0.447%	\$260,046
T.Y. Lin International Group, Ltd	345 California Street, Suite 2300 San Francisco, CA 94104	85.04%	\$49,421,104

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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

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

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 4

PROHIBITED CONFLICTS OF INTEREST

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

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: Robert Paterson, Daniel Heller, F. Clark Fernon, James Moreno, Sajid Abbas, John Flint, Alvaro Piedrahita, William Mark Ashley, Mariano Valle, Robert Radley, Marwan Nadar, Richard Waters

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

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

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

Please provide the name of the person for which responses are provided: Robert Paterson, Daniel Heller, F. Clark Fernon, James Moreno, Sajid Abbas, John Flint, Alvaro Piedrahita, William Mark Ashley, Mariano Valle, Robert Radley, Marwan Nadar, Richard Waters

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

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

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

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

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

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

Please provide the name of the person or entity for which responses are provided: Robert Paterson, Daniel Heller, F. Clark Fernon, James Moreno, Sajid Abbas, John Flint, Alvaro Piedrahita, William Mark Ashley, Mariano Valle, Robert Radley, Marwan Nadar, Richard Waters, T.Y. Lin International Group, Ltd and T.Y. Lin International

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

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

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

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

Yes No.

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment may be provided if needed.

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois
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FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

				Procurement Bulletin #
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Please explain the procurement relationship:

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

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

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

Signature:  _____

Date: 07/13/2018

Printed Name: Paula Pienton, S.E., P.E.

Title: Vice President/Central Regional Director

Phone Number: 312-777-2868

Email Address: paula.pienton@tylin.com

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

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

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

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

This disclosure is submitted for:

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

Project Name	Tri-State Tollway (I-94), Pavement and Structural Preservation and Rehabilitation, M.P. 21.85 (Half Day Road) to M.P. 25.2 (Lake-Cook Road). Construction Management Services.
Illinois Procurement Bulletin Number	22041933
Contract Number	RR-16-4277
Vendor Name	T.Y. Lin International Great Lakes, Inc.
Doing Business As (DBA)	Click here to enter text.
Disclosing Entity	T.Y. Lin International Group, Ltd.
Disclosing Entity's Parent Entity	Dar Holdings, U.S.A., Inc.
Subcontractor	Click here to enter text.
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

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

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

Option 1 – Publicly Traded Entities

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

OR

- 1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 100 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- Skip to Step 3.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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

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

OPTION A – Ownership Share and Distributive Income

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

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

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Dar Holdings, USA	345 California Street, Suite 2300 San Francisco, CA 94104	100%	

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

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

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please certify that the following statements are true.

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

Yes No

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

Yes No

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

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

TABLE – Z	
Name	Address

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

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

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

Name	Address	Relationship to Disclosing Entity

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 4

PROHIBITED CONFLICTS OF INTEREST

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

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: **N/A as no individuals are named in Step 2, Option A**

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

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

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

Please provide the name of the person for which responses are provided: **N/A as no individuals are named in Step 2,**

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Option A

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

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

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

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

N/A as Steps 4 are not applicable

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

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

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

- 1. Within the previous ten years, have you had debarment from contracting with any governmental entity?
2. Within the previous ten years, have you had any professional licensure discipline?
3. Within the previous ten years, have you had any bankruptcies?
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings?
5. Within the previous ten years, have you had any criminal felony convictions?

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

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

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

Yes No

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment may be provided if needed.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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

Please explain the procurement relationship:

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

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

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

Signature: 

Date: 7 /13/2018

Printed Name: Robert Peterson

Title: President

Phone Number: 415-291-3714

Email Address: tony.peterson@tylin.com

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

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

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

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

This disclosure is submitted for:

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

Project Name	Tri-State Tollway (I-94), Pavement and Structural Preservation and Rehabilitation, M.P. 21.85 (Half Day Road) to M.P. 25.2 (Lake-Cook Road). Construction Management Services.
Illinois Procurement Bulletin Number	22041933
Contract Number	RR-16-4277
Vendor Name	T.Y. Lin International Great Lakes, Inc.
Doing Business As (DBA)	Click here to enter text.
Disclosing Entity	Dar Holdings, U.S.A., Inc.
Disclosing Entity's Parent Entity	Dar al Handashah Shair & Partners Holdings, Ltd.
Subcontractor	Click here to enter text.
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

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

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

Option 1 – Publicly Traded Entities

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

OR

- 1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 100 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- Skip to Step 3.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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

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

OPTION A – Ownership Share and Distributive Income

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

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

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Dar al Handashah Shair & Partners Holdings, Ltd.	Unit 2401, Floor 24, index Tower, Dubai International Financial Centre, Dubai, 506855, United Arab Emirates	100%	

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

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

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please certify that the following statements are true.

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

Yes No

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

Yes No

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

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

TABLE – Z	
Name	Address

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

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

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

Name	Address	Relationship to Disclosing Entity

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

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

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

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: N/A as no individuals are named in Step 2, Option A

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

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

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

Please provide the name of the person for which responses are provided: N/A as no individuals are named in Step 2, Option A

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

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

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

N/A as Steps 4 are not applicable

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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

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

Please provide the name of the person or entity for which responses are provided: Dar Holdings, U.S.A

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

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

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

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

Yes No.

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment may be provided if needed.

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please explain the procurement relationship:

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

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

Name of Disclosing Entity: **Dar Holdings U.S.A.**



Signature

Date: 7/13/2018

Printed Name: Robert Peterson

Title: President

Phone Number: 415-291-3714

Email Address: tony.peterson@tylin.com

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

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

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

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

This disclosure is submitted for:

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

Project Name	Tri-State Tollway (I-94), Pavement and Structural Preservation and Rehabilitation, M.P. 21.85 (Half Day Road) to M.P. 25.2 (Lake-Cook Road). Construction Management Services.
Illinois Procurement Bulletin Number	22041933
Contract Number	RR-16-4277
Vendor Name	T.Y. Lin International Great Lakes, Inc.
Doing Business As (DBA)	Click here to enter text.
Disclosing Entity	Dar al Handashah Shair & Partners Holdings, Ltd.
Disclosing Entity's Parent Entity	Click here to enter text.
Subcontractor	Click here to enter text.
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

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

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

Option 1 – Publicly Traded Entities

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

OR

- 1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 100 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- Skip to Step 3.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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

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

OPTION A – Ownership Share and Distributive Income

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

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

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Talal Shair	Unit 2401, Floor 24, index Tower, Dubai International Financial Centre, Dubai, 506855, United Arab Emirates	28.5%	

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

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

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please certify that the following statements are true.

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

Yes No

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

Yes No

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

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

TABLE – Z	
Name	Address

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

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

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

Name	Address	Relationship to Disclosing Entity

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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

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

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

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

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

Please provide the name of the person for which responses are provided: Talal Shair

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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

STEP 6.

EXPLANATION OF AFFIRMATIVE RESPONSES

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

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

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

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

Please provide the name of the person or entity for which responses are provided: Talal Shair and Dar al Handasah Shair & Partners Holdings, Ltd.

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

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

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

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

Yes No.

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment may be provided if needed.

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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

Please explain the procurement relationship:

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

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

Name of Disclosing Entity: **Dar al Handasah Shair & Partners Holdings, Ltd**

Signature: 

Date: **7/13/2018**

Printed Name: **Robert Peterson**

Title: **Power of Attorney**

Phone Number: **415-291-3714**

Email Address: **tony.peterson@tylin.com**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/14/2018

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 have ADDITIONAL INSURED provisions or 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 Dealey, Renton & Associates License # 0020739 P. O. Box 12675 Oakland CA 94604-2675	CONTACT NAME: Nancy Ferrick PHONE (A/C, No, Ext): 510-465-3090 E-MAIL ADDRESS: nferrick@dealeyrenton.com	FAX (A/C, No): 510-452-2193
	INSURER(S) AFFORDING COVERAGE	
INSURED T. Y. Lin International 345 California Street, Ste. 2300 San Francisco CA 94104	INSURER A: National Fire Insurance Co of Hartford NAIC # 20478	
	INSURER B: Continental Insurance Company NAIC # 35289	
	INSURER C: Valley Forge Insurance Company NAIC # 20508	
	INSURER D: Aspen American Insurance Company NAIC # 43460	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1262627005 **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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Cross Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	6056538518	3/1/2018	3/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 OTHER \$	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6045854867	3/1/2018	3/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$	
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	6056538549	3/1/2018	3/1/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 OTHER \$	
A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	6056808508 6056809061	3/1/2018 3/1/2019	3/1/2019 3/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			LRA9P011B	3/1/2018	3/1/2019	\$2,000,000 \$2,000,000 per Claim Annual Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Illinois State Tollway Contract No. RR164277.
Illinois State Toll Highway Authority is named as Additional Insured as respects General and Auto Liability as required per written contract or agreement.
General Liability is Primary/Non-Contributory per policy form wording. 30 Days Notice of Cancellation

CERTIFICATE HOLDER

CANCELLATION 30 Days Notice of Cancellation

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

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



**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
 - A. unless paragraph **B.** below applies,
 1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
 2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
 - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 - b. this **coverage part** provides such coverage.
 - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
 1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
 2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance



**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

is required by **written contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (1-15)
Page 2 of 2

Insured Name:

Policy No:
Endorsement No:
Effective Date:

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EXHIBIT "1"
Page 77 of 196



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS EXTENDED COVERAGE ENDORSEMENT

- BUSINESS AUTO PLUS -

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II - Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

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

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision **C.** is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.



C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to Section III, Paragraph A.:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per "accident."

E. Airbag Coverage

The following is added to Section III, Paragraph B.3.:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to Section III, Paragraph B.6.:

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to Sections II and III:

- 1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or



- b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and
 - (2) Excess over any other collectible insurance.
2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.:**

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.



G-19160-B
(Ed. 11/97)

6056808508 (CA)
6056809061 (NON CA)

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One – Workers' Compensation Insurance G. Recovery From Others** and **Part Two – Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE -

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is _____%.

Contract Information Sheet

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

Consultant Name: T.Y. Lin International, Great Lakes, Inc.

Contract Number: RR-16-4277

Proposal Date: 7/31/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes

A full set of instructions to complete the exhibits is available on the Tollway's website

Contract Number: RR-16-4277

Consultant: T.Y. Lin International, Great Lakes, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
	Grand Total Exhibit A Hours												
Project Principal									2	2	2	2	8
Project Manager									16	16	16	16	64
QA Manager									8				8
Resident Engineer									16	40	40	40	136
Asst Engineer (Day)									16	16	16	40	88
Documentation Tech									16	40	40	40	136
Inspector													
Inspector													
TOTALS									74	114	114	138	440

Contract Number: RR-16-4277 Consultant: T.Y. Lin International, Great Lakes, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Principal	0	0	2	0	0	2	0	2	0	0	2	0	8
Project Manager	2	2	12	20	16	16	20	16	16	20	16	8	164
QA Manager	0	0	16	0	0	0	8	0	0	0	16	0	40
Resident Engineer	40	80	160	200	240	184	250	200	160	200	160	160	2034
Asst Engineer (Day)	40	80	80	200	250	184	250	200	160	200	160	160	1964
Documentation Tech	40	80	160	160	200	160	200	160	160	200	160	160	1840
Inspector			40	200	250	200	250	200	160	200	80	0	1580
Inspector			80	200	250	200	250	200	160	200	160	80	1780
TOTALS	122	242	550	980	1206	946	1228	978	816	1020	754	568	9410

Contract Number: RR-16-4277 Consultant: T.Y. Lin International, Great Lakes, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Project Principal	2														2
Project Manager	4														4
QA Manager	8														8
Resident Engineer	120														120
Asst Engineer (Day)	40														40
Documentation Tech	120														120
Inspector															
Inspector															
TOTALS	294														294

Contract No.: RR-16-4277

Consultant: T.Y. Lin International, Great Lakes, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

10,144.00 \$ 51.68 TOTAL DIRECT SALARY \$ 524,241.92
(Total Work Hours (Average Hourly
from Exhibit A) Rate)

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

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 1,467,877.38

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 57,684.00

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ 819,247.16

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ 150,684.07

TOTAL SERVICES BY OTHERS \$ 969,931.23

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 2,495,492.61

Contract No.: RR-16-4277 Consultant: T.Y. Lin International, Great Lakes, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

- B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/LG_TOL_LWAY_XX_ALLOWABLEDIRECTCOSTS_12132013.PDF/b3dab3

- C. **OVERTIME PREMIUM**

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

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 57,684.00

ALLOWABLE DIRECT COSTS

08.01.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway 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 (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Photo 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 \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography, mapping and drone usage	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

The number of days will be calculated as follows for extended stay **- Weekly (vehicle and hotel) –
Number of days on job site plus one day to travel to and from job site per week.

**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 Tollway project manager.

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.

Contract No.: RR-16-4277

Consultant: T.Y. Lin International, Great Lakes, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Bruce Bushnell

Project Engineer: _____

Resident Engineer: Christopher Gottlieb

Documentation Engineer: Sharon Tanner

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

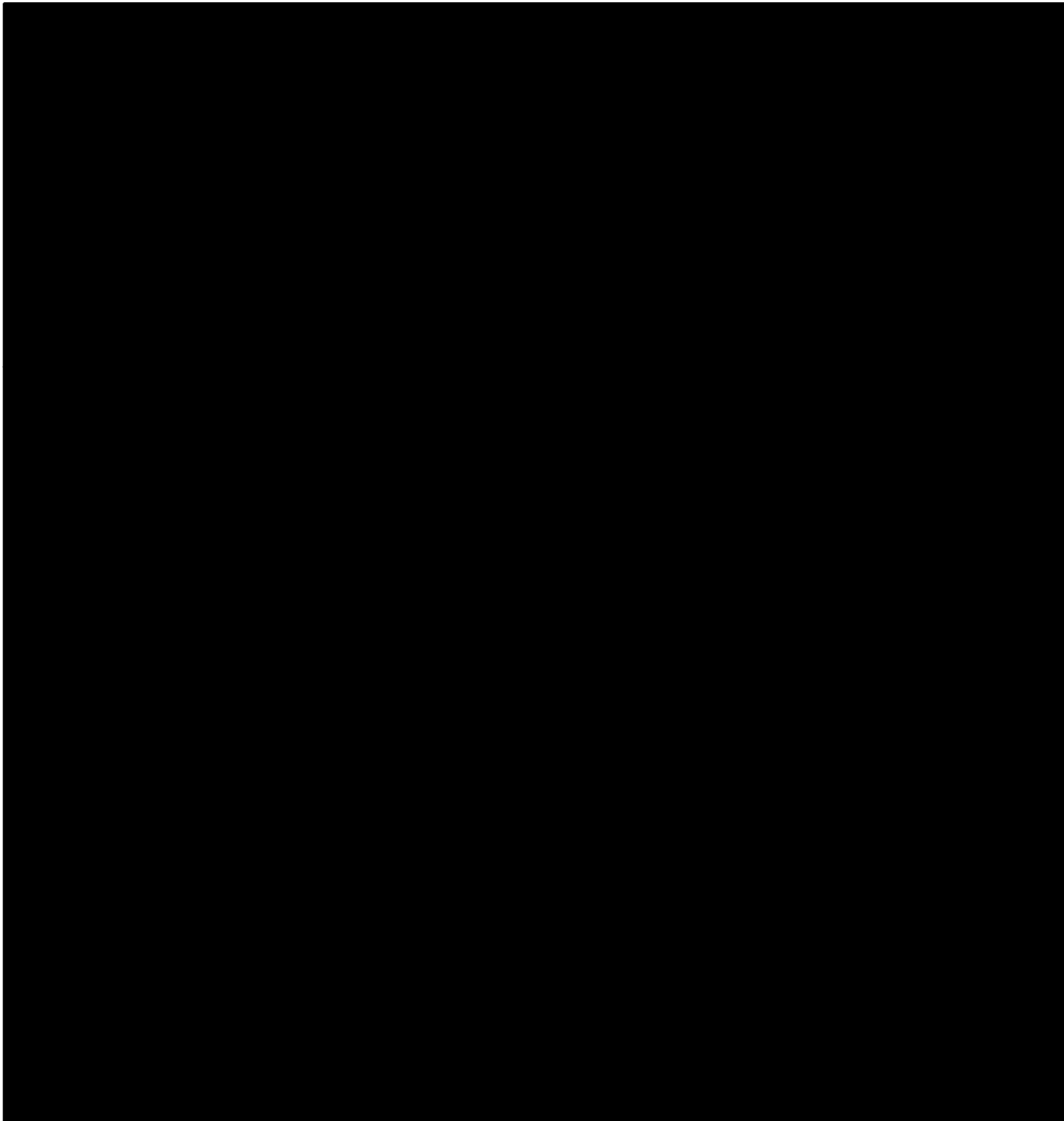
 Name: _____

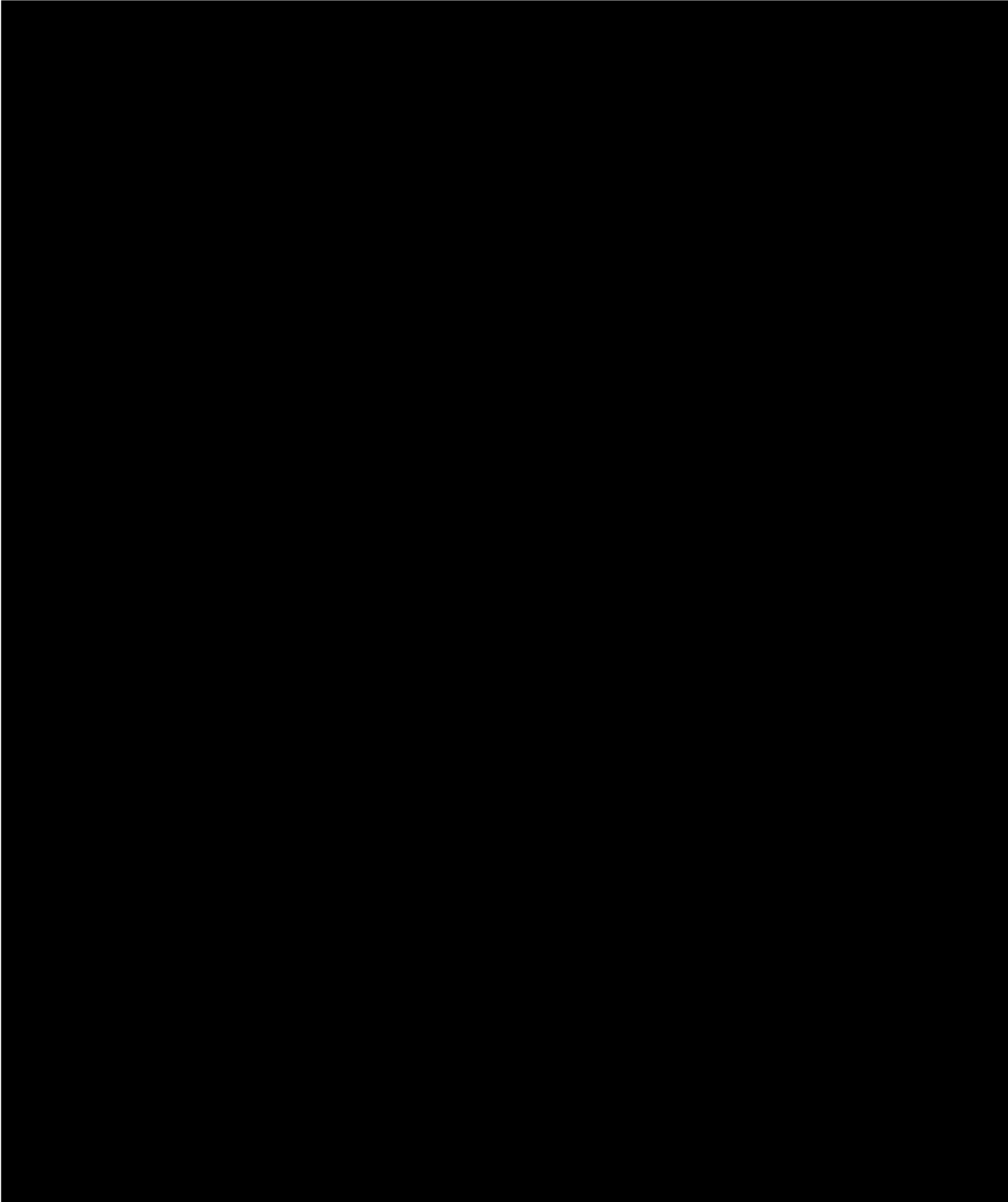
 Classification: _____

 Name: _____

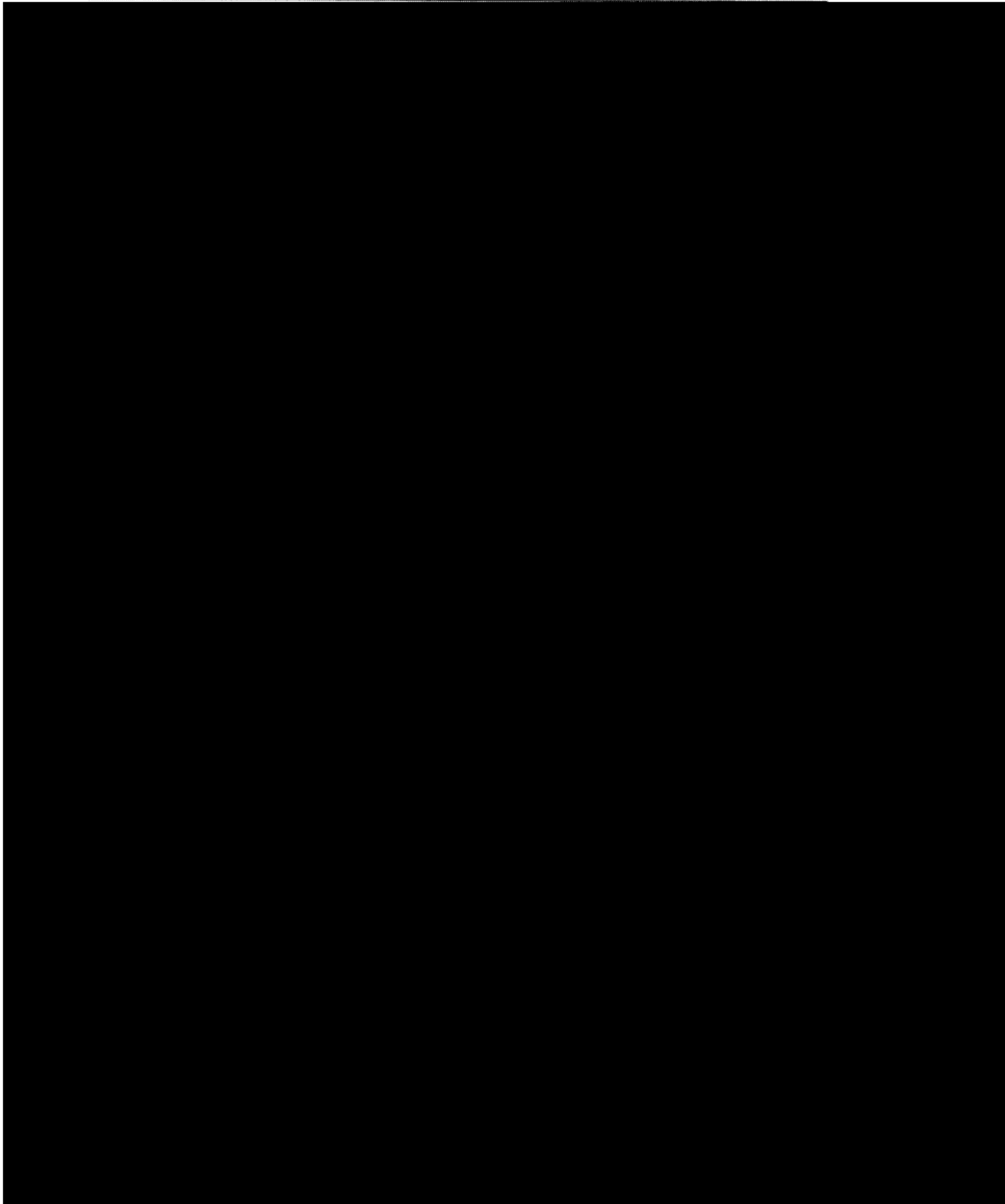
 Classification: _____

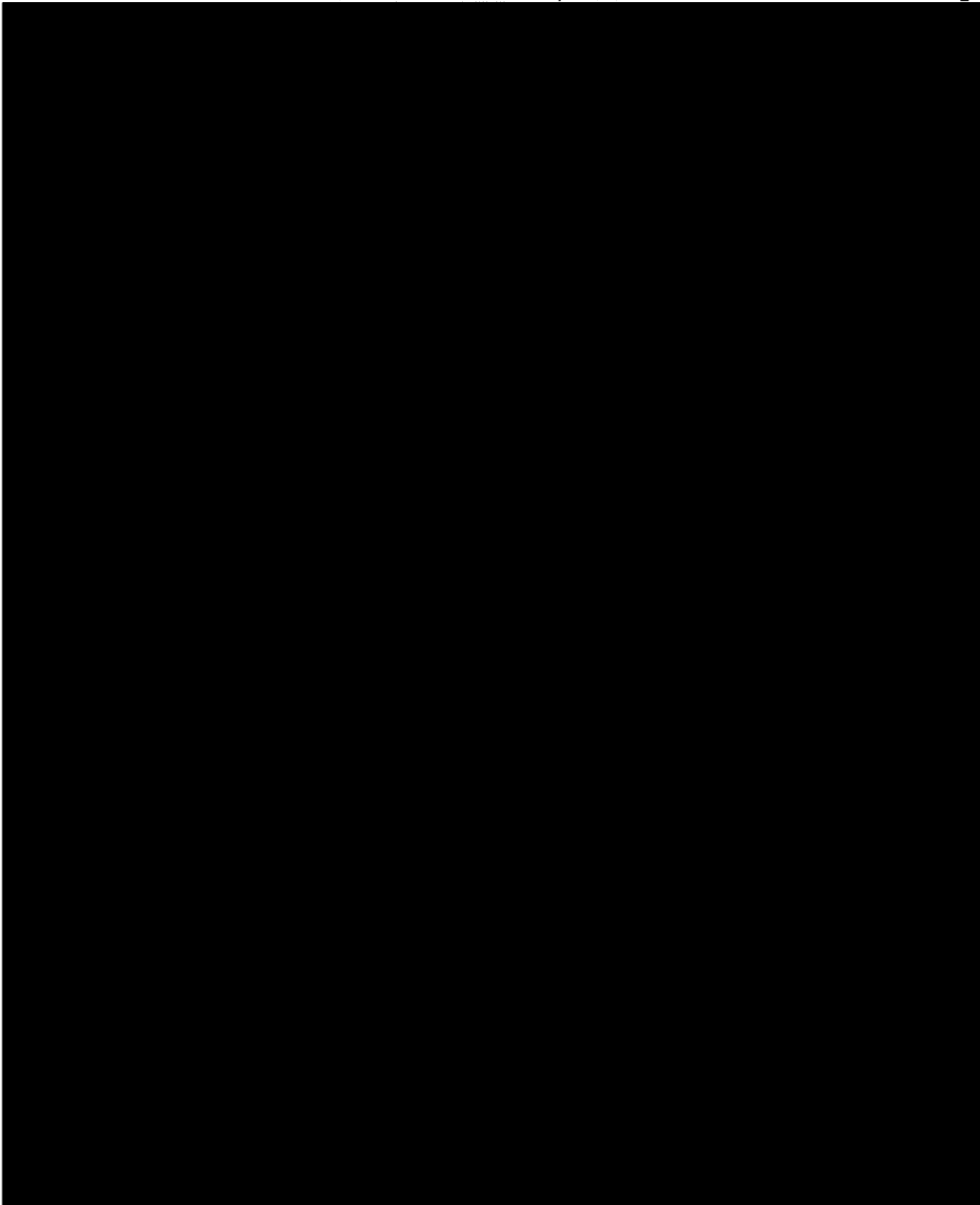
Bruce Bushnell, P.E.
Project Manager

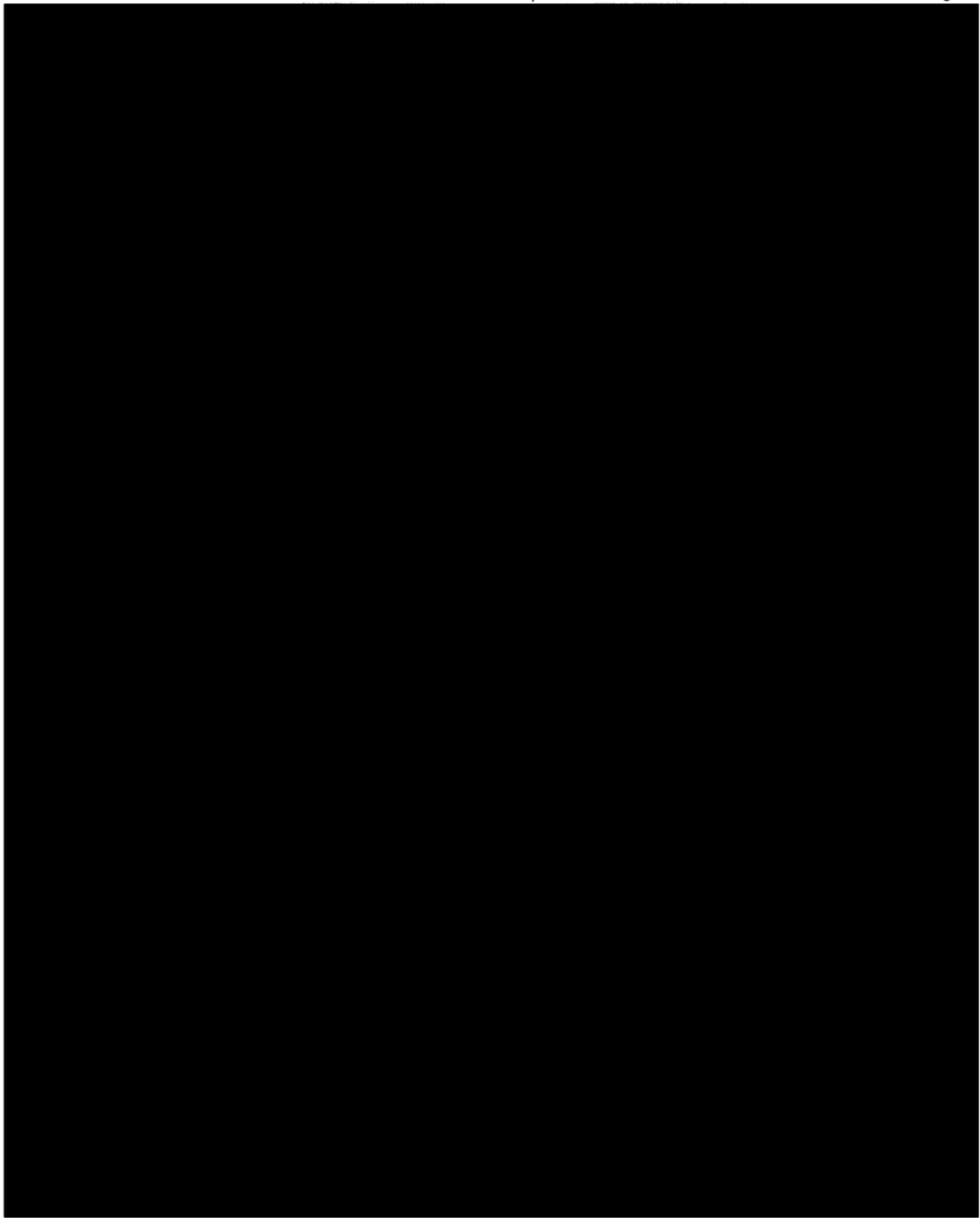


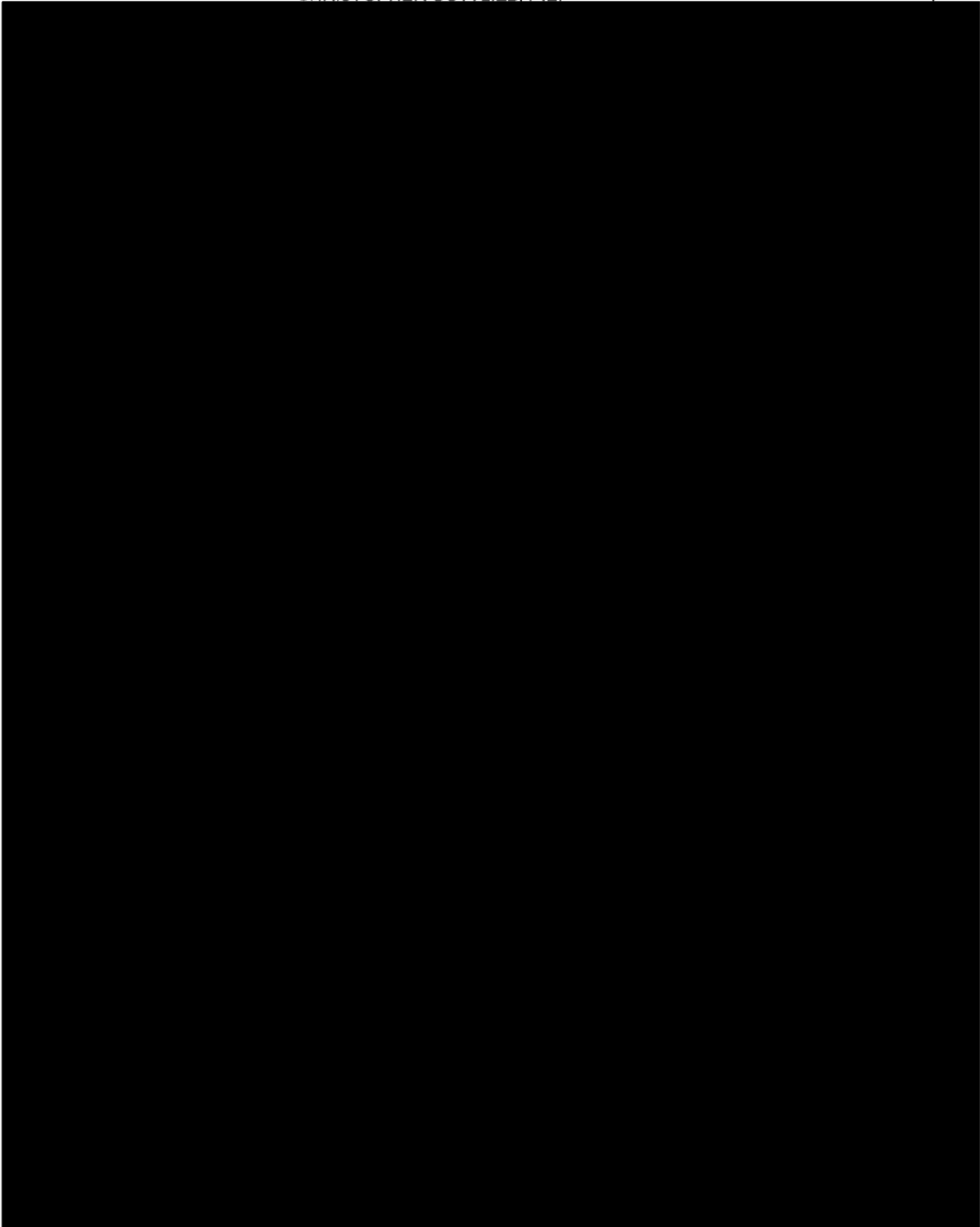


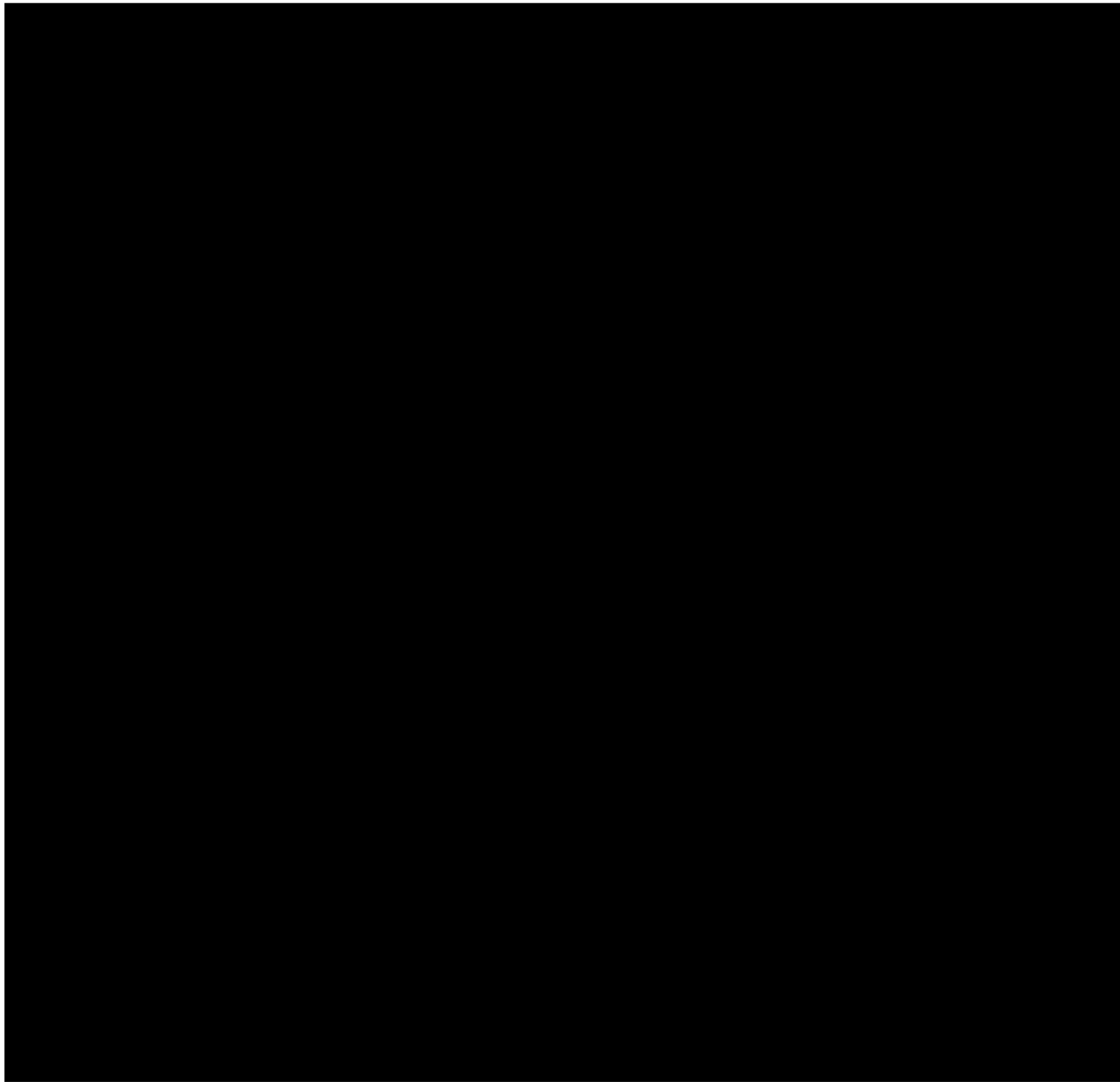
CHRISTOPHER GOTTLIEB, P.E.
Senior Civil Engineer I



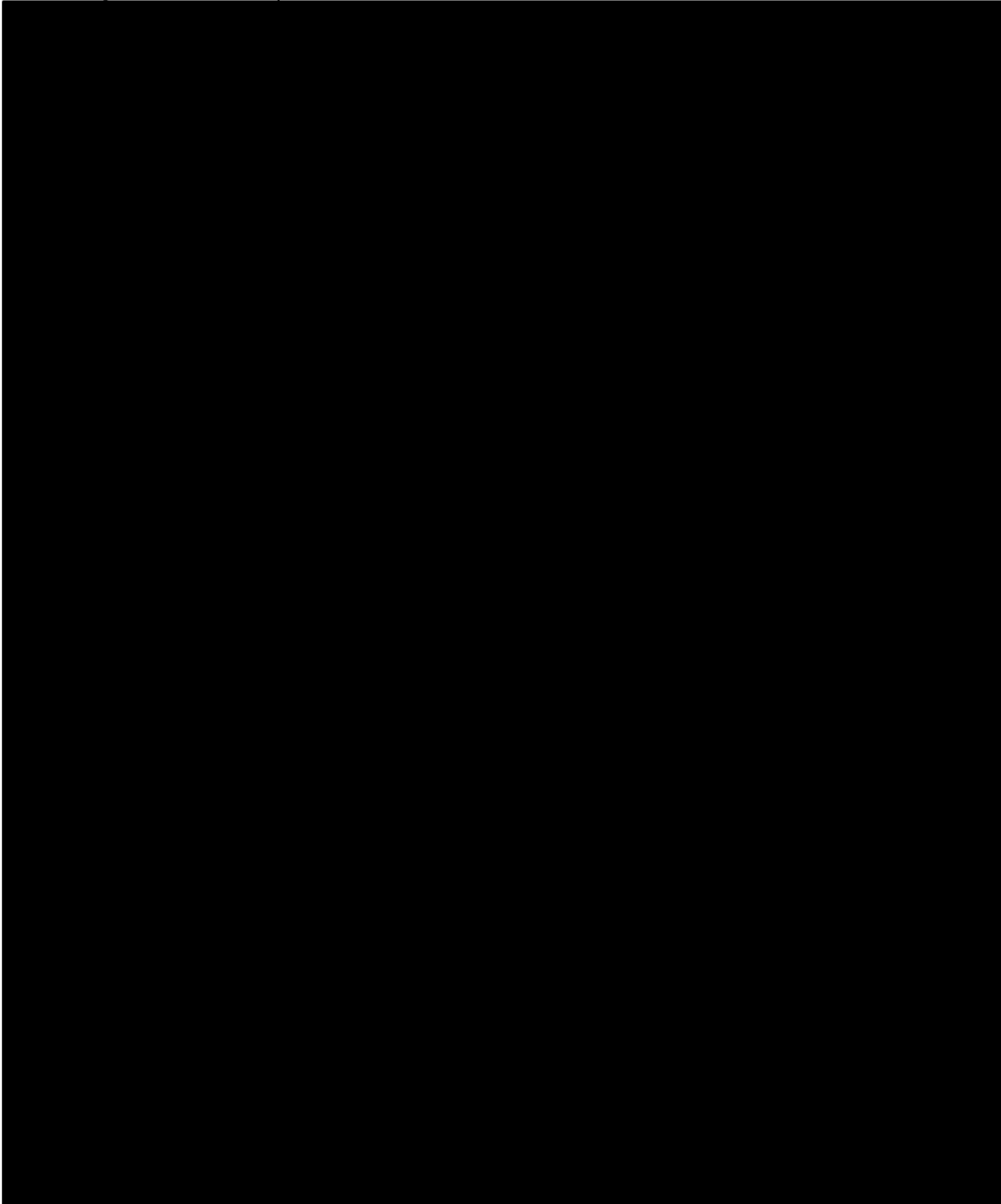








SHARON TANNER
Project Controls Specialist



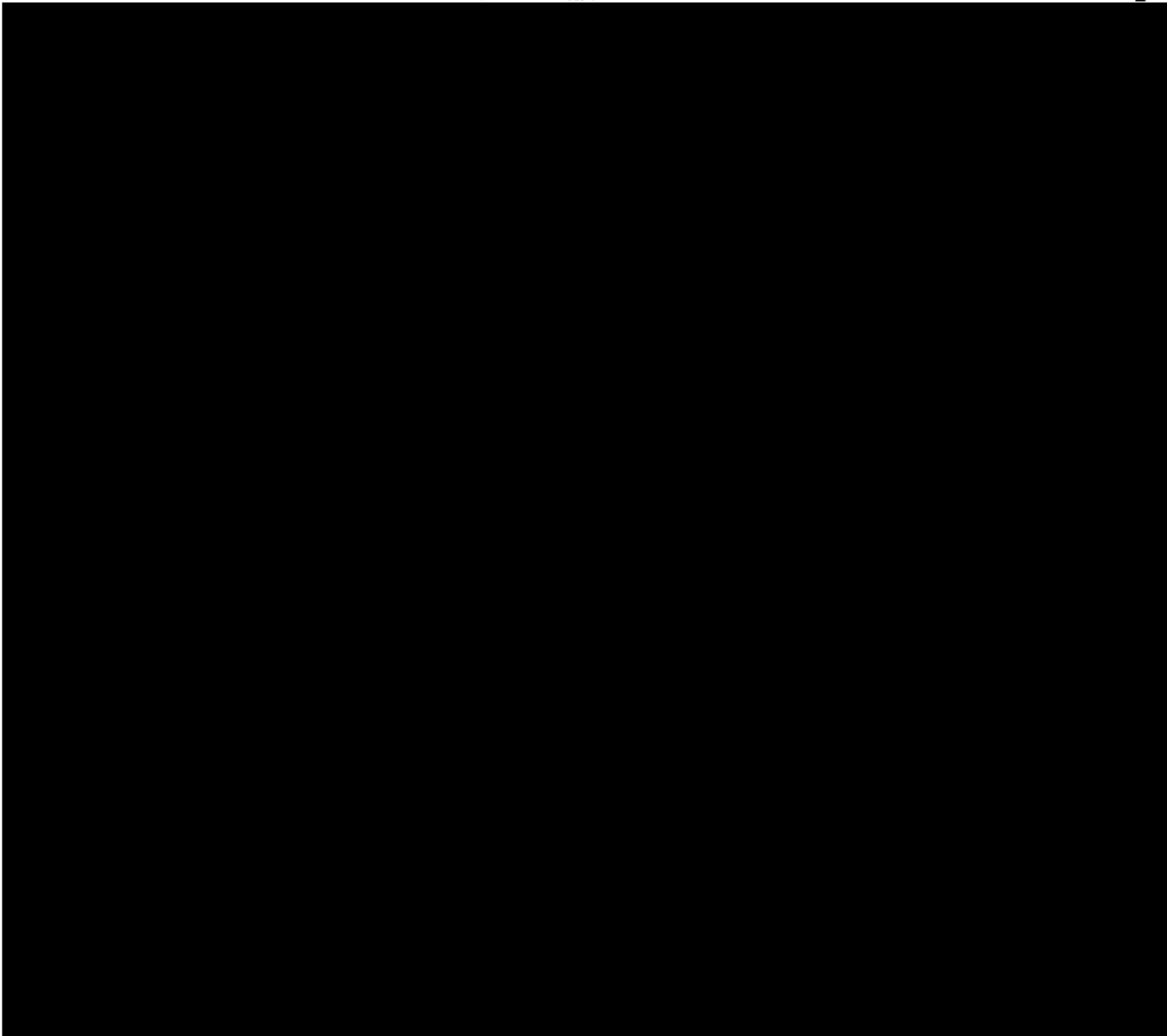


EXHIBIT F

Contract No. RR-16-4277

T.Y. Lin International, Great Lakes, Inc.

SCOPE OF SERVICES

Project Name: Tri-State Tollway (I-94), Pavement and Structural Preservation and Rehabilitation
Project Limits: M.P. 21.85 (Half Day Road) to M.P. 25.2 (Lake-Cook Road)

The work includes Bridge Deck overlays, cleaning and painting of superstrues, formed concrete repairs substructure, roadway drainage work, patching and overlay. Miscellaneous work include electrical, landscaping, lighting, noise abatement wall all work occurring between the project limits.

Description of services:

Construction Management Services following selection from PSB 18-1, Item 7 shall be provided, as required, for all items of work included in the Contract Requirements for the above Construction Contract and will conform with the Illinois State Toll Authority's Construction manager's Manual, dated March 2016, and with the Illinois State Toll Authority current practices. These services shall include the responsibility for administration of the referenced Construction Contract in accordance with the applicable Construction Manager's Manual.

EXHIBIT G

Contract No. RR-16-4277

T.Y. Lin International, Great Lakes, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-12-4082	CCM: IL 390 Tollway	\$11,000,000.00	\$550,000.00	9/1/2019
C-91-007-15	Const Eng: UPRR Bridge Replacement	\$1,775,000.00	\$900,000.00	4/1/2019
C-88-011-13	Const Eng. Lakefront Bicycle Trail	\$1,070,400.00	\$450,000.00	4/1/2019
C-91-145-01	Const. Eng. Bridge Replacement	\$111,000.00	\$70,000.00	10/30/2018
Deering Br	Const Eng. Bridge Rehab.	\$360,000.00	\$320,000.00	6/1/2019
UPRR	Quality Assurance: IL High Speed Rail	\$4,750,000.00	\$360,000.00	12/30/2018
CDWM	Const Mgmt. Various Sewer Task Order	\$7,200,000.00	\$1,750,000.00	4/1/2019

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

<p>1 <u>Environmental Design International, Inc.</u></p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ 184,843.12</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ 14,800.00</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ 199,643.12</td> </tr> </table>	Direct Labor	\$ 184,843.12	Direct Costs	\$ 14,800.00	Services by Others	_____	Additional Services **	_____	Total this Subconsultant (ULC)	\$ 199,643.12	<p>6 _____</p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ _____</td> </tr> </table>	Direct Labor	_____	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ _____
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<p>2 <u>Illinois Construction & Environmental Consulting</u></p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ 182,088.20</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ 17,551.00</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ 199,639.20</td> </tr> </table>	Direct Labor	\$ 182,088.20	Direct Costs	\$ 17,551.00	Services by Others	_____	Additional Services **	_____	Total this Subconsultant (ULC)	\$ 199,639.20	<p>7 _____</p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ _____</td> </tr> </table>	Direct Labor	_____	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ _____
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Direct Labor	_____																				
Direct Costs	\$ -																				
Services by Others	\$ -																				
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Total this Subconsultant (ULC)	\$ _____																				
<p>3 <u>Lakeshore Engineering, LLC</u></p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ 187,228.94</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ 12,410.00</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ 199,638.94</td> </tr> </table>	Direct Labor	\$ 187,228.94	Direct Costs	\$ 12,410.00	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ 199,638.94	<p>8 _____</p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ _____</td> </tr> </table>	Direct Labor	_____	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ _____
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Services by Others	\$ -																				
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Total this Subconsultant (ULC)	\$ _____																				
<p>4 <u>Material Solutions Laboratory Corporation</u></p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ 102,362.40</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ 43,099.04</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ 145,461.44</td> </tr> </table>	Direct Labor	\$ 102,362.40	Direct Costs	\$ 43,099.04	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ 145,461.44	<p>9 _____</p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ _____</td> </tr> </table>	Direct Labor	_____	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ _____
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Services by Others	\$ -																				
Additional Services **	\$ -																				
Total this Subconsultant (ULC)	\$ _____																				
<p>5 <u>Sanchez & Associates</u></p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ 72,059.46</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ 2,805.00</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ 74,864.46</td> </tr> </table>	Direct Labor	\$ 72,059.46	Direct Costs	\$ 2,805.00	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ 74,864.46	<p>10 _____</p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ _____</td> </tr> </table>	Direct Labor	_____	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ _____
Direct Labor	\$ 72,059.46																				
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Direct Labor	_____																				
Direct Costs	\$ -																				
Services by Others	\$ -																				
Additional Services **	\$ -																				
Total this Subconsultant (ULC)	\$ _____																				

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 819,247.16

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 819,247.16

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 32.83%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 32.83%

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1 Bravo Company Engineering	
Direct Labor	\$ 143,859.07
Direct Costs	\$ 6,825.00
Services by Others	
Additional Services **	
Total this Subconsultant (ULC)	\$ 150,684.07

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 150,684.07

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 150,684.07

Contract Information Sheet

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

Consultant Name: Bravo Company Engineering

Contract Number: RR-16-4277

Proposal Date: 7/31/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes

A full set of instructions to complete the exhibits is available on the Tollway's website

Contract Number: RR-16-4277 Consultant: Bravo Company Engineering

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018											TOTAL HOURS					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov		Dec				
	Grand Total Exhibit A Hours												872				
Administration										2			2			4	
Management															2	2	
Asst Resident Eng.																	
TOTALS															2	4	6

Contract Number: RR-16-4277

Consultant: Bravo Company Engineering

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Administration Management			4	2	2	2	2	2	2					14
Asst Resident Eng.			40	160	190	160	180	120						850
TOTALS			44	162	192	162	182	122						864

Contract Number: RR-16-4277

Consultant: Bravo Company Engineering

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS							
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec								
Administration Management	2																		2	
Asst Resident Eng.																				
TOTALS	2																			2

Contract No.: RR-16-4277 Consultant: Bravo Company Engineering

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT** - rate based on link below
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- C. **OVERTIME PREMIUM**

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

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) **\$ 6,825.00**

ALLOWABLE DIRECT COSTS

08.01.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway 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.

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Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
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Shift Differential	Actual cost (based on firm's policy)
Photo 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 \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography, mapping and drone usage	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

The number of days will be calculated as follows for extended stay ** - Weekly (vehicle and hotel) –
Number of days on job site plus one day to travel to and from job site per week.

**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 Tollway project manager.

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.

Contract No.: RR-16-4277

Consultant: Bravo Company Engineering

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. RR-16-4277

Bravo Company Engineering

SCOPE OF SERVICES

Perform duties as an assistant resident engineer and provide construction inspection in accordance with the latest version of the Tollway's Construction Manager's Manual.

EXHIBIT G

Contract No. RR-16-4277

Bravo Company Engineering

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-17-4313	CM Services for I-88, MP 126.9 to 139.1	\$42,000.00	\$28,000.00	9/15/2018
RR-18-4360	CM: Systemwide Upon Request	\$60,000.00	\$60,000.00	12/31/2020
RR-18-9013	CM Upon Request, Non Roadway	\$75,000.00	\$75,000.00	12/31/2019
RR-18-4382	PII, Tri-State, Stern School Rd. Br	\$140,217.80	\$140,217.80	12/31/2019
RR-18-4381	PII, Pvmt and Struct. Preserv. I-88	\$45,452.38	\$45,452.38	11/30/2018
RR-18-9206	Materials Engineering Services	TBD	TBD	12/31/2023
D-91-295-18	Phase II Services for IL 31 over US 20 Lake St. Interchange	TBD	TBD	12/31/2019
Addison	Water Main Replacement Project - Lake Street to Old Grand Avenue under I-290 Expressway	\$48,148.83	\$48,148.83	10/31/2018

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

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** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Enviromental Design International Inc.

Contract Number: RR-16-4277

Proposal Date: 7/31/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes

A full set of instructions to complete the exhibits is available on the Tollway's website

Contract Number: RR-16-4277

Consultant: Environmental Design International Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total Exhibit A Hours	
Administration									2				2	6
Management														
Material Coordinator														
TOTALS									2	2	2	2	6	

Contract Number: RR-16-4277 Consultant: Environmental Design International Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Administration			4	2	2	2	2	2	2	2	2	2	2	22
Management			4	2	2	2	2	2	2	2	2	2	2	14
Material Coordinator			80	160	200	160	200	160	160	200	160	104	104	1584
TOTALS			88	164	202	164	202	164	162	204	162	108	108	1620

Contract Number: RR-16-4277 Consultant: Environmental Design International Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec						
Administration Management	2																	2
Material Coordinator																		
TOTALS	2																	2

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/LG_TOL_LWAY_XX_ALLOWABLEDIRECTCOSTS_12132013.PDF/b3dab3
- C. **OVERTIME PREMIUM**
- D. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 14,800.00

ALLOWABLE DIRECT COSTS

08.01.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway 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 (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Photo 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 \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
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
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**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 Tollway project manager.

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.

Contract No.: RR-16-4277

Consultant: Enviromental Design International Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Robert Woodlief

Classification: Material Coordinator

Name: _____

Classification: _____

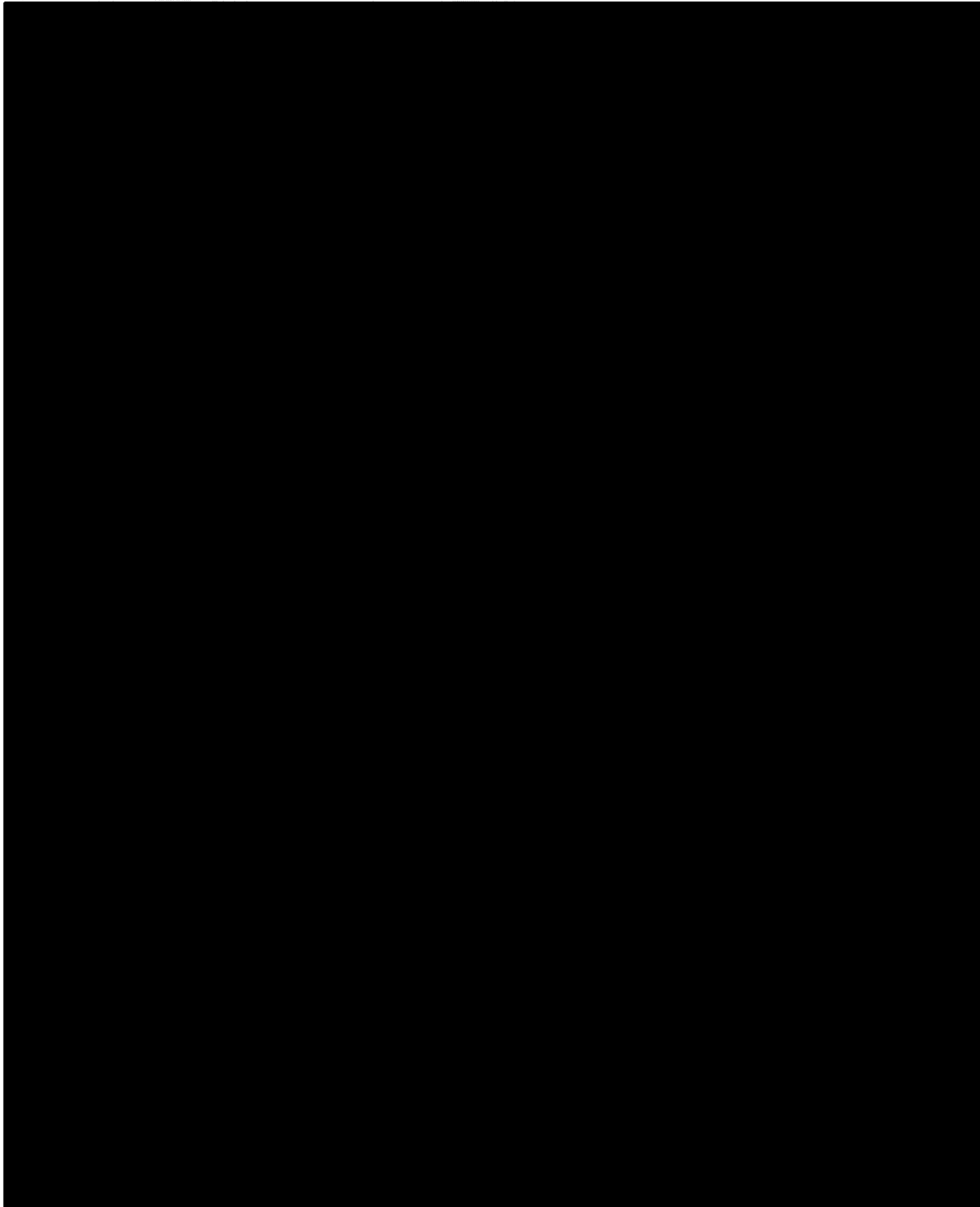
Name: _____

Classification: _____

Name: _____

Classification: _____

ROBERT WOODLIEF
RESIDENT ENGINEER/SURVEY CREW CHIEF

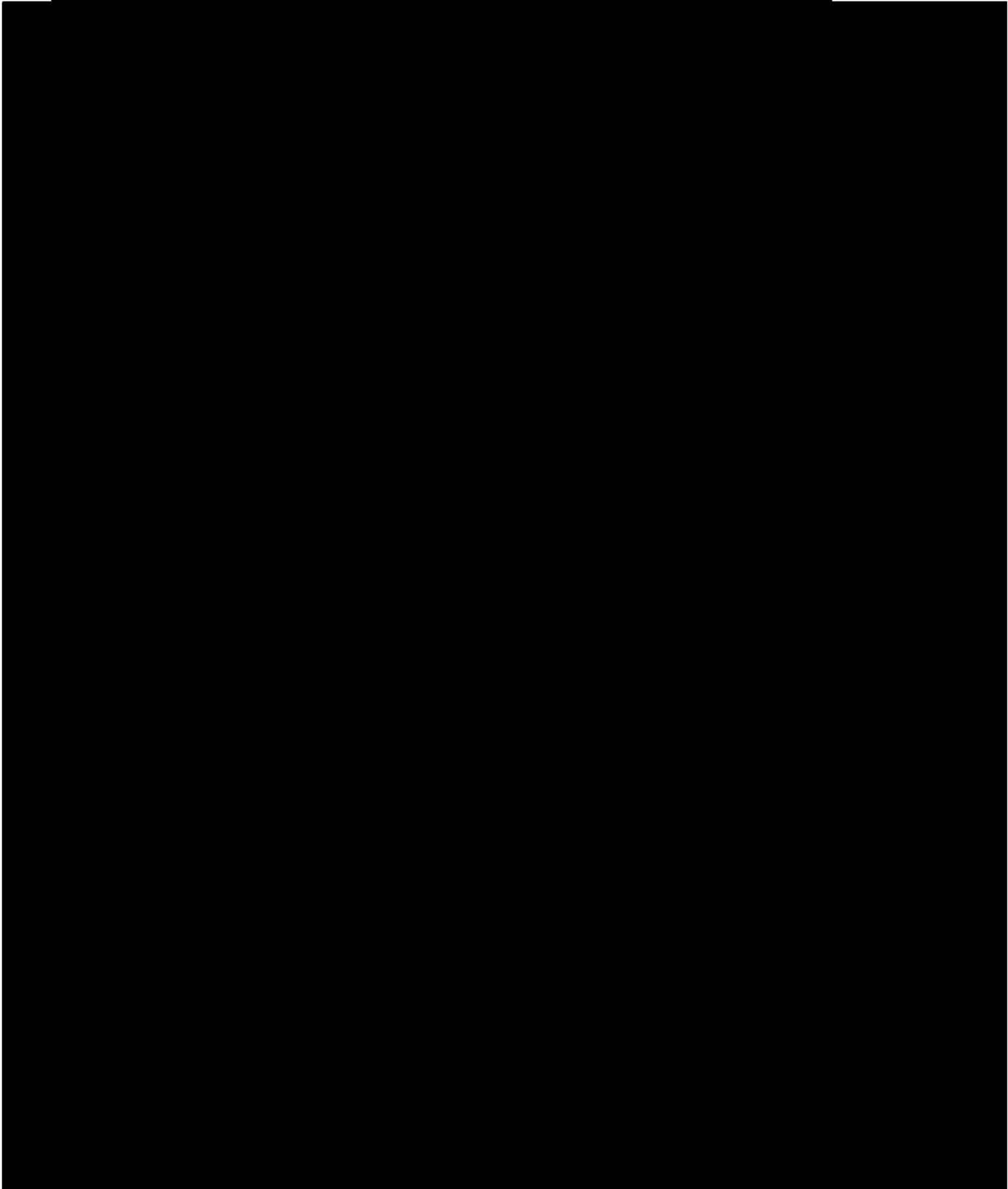




R. Woodlief
(continued)

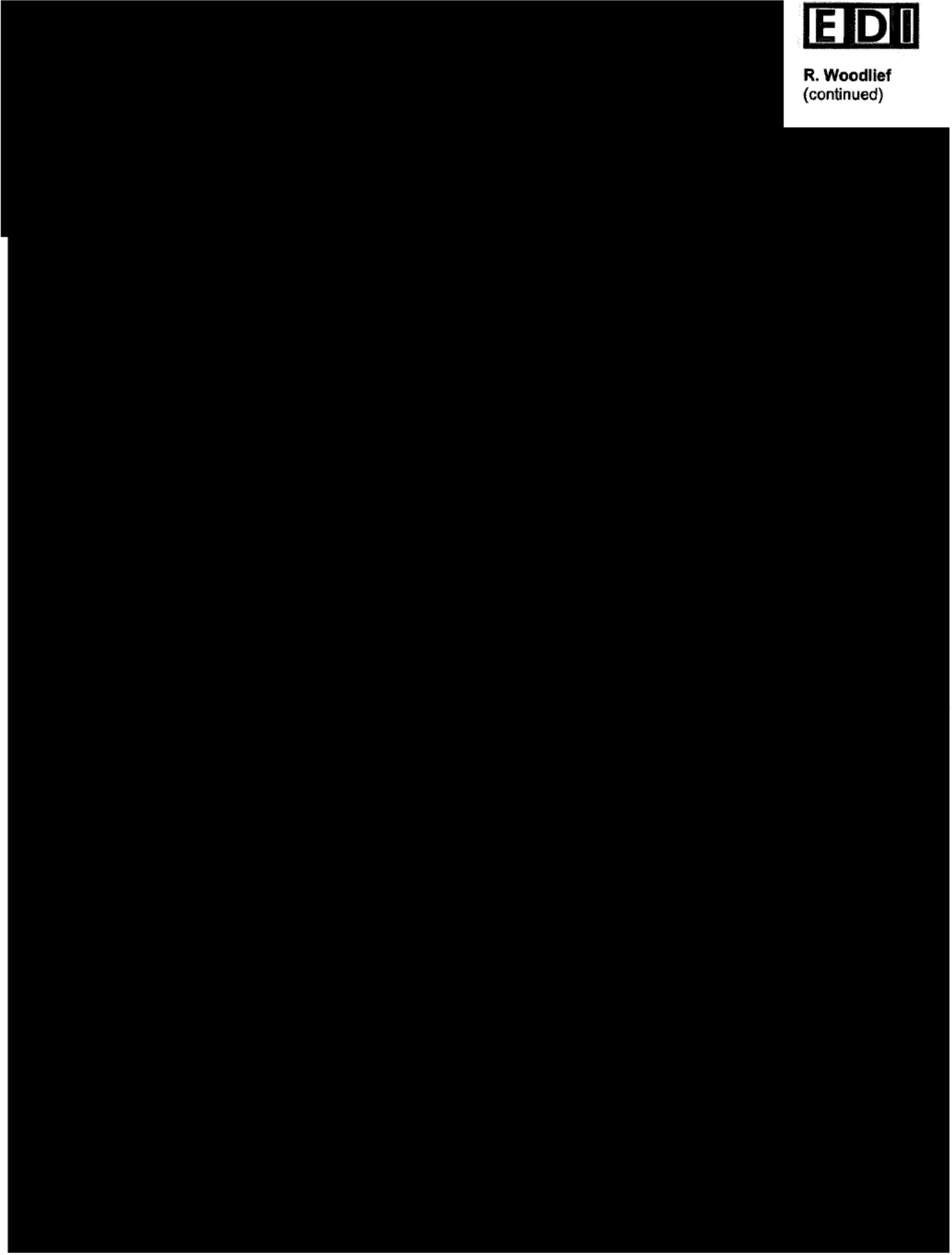


R. Woodlief
(continued)





R. Woodlief
(continued)





R. Woodlief
(continued)



EXHIBIT F

Contract No. RR-16-4277

Environmental Design International Inc.

SCOPE OF SERVICES

Perform duties as an Materials Coordinator in accordance with the latest version of the Tollway's Construction Manager's Manual

EXHIBIT G

Contract No. RR-16-4277

Environmental Design International Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
D-91-462-	Various Waste Assessments	\$300,000.00	\$300,000.00	
D-91-339- 15	Various Waste Assessments	\$525,000.00	\$525,000.00	
D-91-110- 12	Various Survey District One	\$500,000.00	\$181,370.00	3/30/2019
D-91-227- 115	US 45/IL 21, IL 60 to IL 22	\$1,000,000.00	\$810,929.00	7/14/2025
P-91-004-14	Various Phase I Projects	\$1,059,780.00	\$412,503.00	
I-17-4303	I-294 Central Tri-State O'Hare Oasis to Balmoral	\$806,242.00	\$723,599.00	12/31/2022
I-14-4196	I-90 and system-wide design services upon request	\$150,000.00	\$22,000.00	10/31/2022
RR-16-4267	On Call Maintenance Facilities Phase II	\$3,579,870.00	\$3,162,498.00	6/30/2020
RR-12-4079	Maintenance Facilities System-Wide	\$314,782.00	\$36,606.00	
I-17-4306	I-294 Bridge Rehabilitation, Repairs & Demo	\$153,225.00	\$141,244.00	2/28/2022
RR-17-4314	I-294 Pavement and Structural Preservation & Rehabilitation	\$46,423.00	\$24,456.00	12/31/2018
I-15-4658	EOWA I-294 to I-90, Bensenville Yard	\$2,031,192.00	\$1,972,843.00	1/31/2021
RR-16-4250	CM Services, I-94 at Grand Ave (IL 132)	\$120,000.00	\$2,961.00	6/30/2018

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

1

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

6

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

2

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

7

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

3

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

8

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

4

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

9

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

5

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

10

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ _____

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	Direct Labor Direct Costs Services by Others Additional Services ** Total this Subconsultant (ULC)	_____ _____ _____ _____ \$ _____
2	Direct Labor Direct Costs Services by Others Additional Services ** Total this Subconsultant (ULC)	_____ _____ _____ _____ \$ _____
3	Direct Labor Direct Costs Services by Others Additional Services ** Total this Subconsultant (ULC)	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____
4	Direct Labor Direct Costs Services by Others Additional Services ** Total this Subconsultant (ULC)	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____
5	Direct Labor Direct Costs Services by Others Additional Services ** Total this Subconsultant (ULC)	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____

6	Direct Labor Direct Costs Services by Others Additional Services ** Total this Subconsultant (ULC)	_____ \$ _____ \$ _____ \$ _____ \$ _____
7	Direct Labor Direct Costs Services by Others Additional Services ** Total this Subconsultant (ULC)	_____ \$ _____ \$ _____ \$ _____ \$ _____
8	Direct Labor Direct Costs Services by Others Additional Services ** Total this Subconsultant (ULC)	_____ \$ _____ \$ _____ \$ _____ \$ _____
9	Direct Labor Direct Costs Services by Others Additional Services ** Total this Subconsultant (ULC)	_____ \$ _____ \$ _____ \$ _____ \$ _____
10	Direct Labor Direct Costs Services by Others Additional Services ** Total this Subconsultant (ULC)	_____ \$ _____ \$ _____ \$ _____ \$ _____

** Additional services funds require prior authorization before use

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

Contract Information Sheet

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

Consultant Name: Illinois Construction & Enviromental Consulting

Contract Number: RR-16-4277

Proposal Date: 7/31/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes

A full set of instructions to complete the exhibits is available on the Tollway's website

Contract Number: RR-16-4277 Consultant: Illinois Construction & Environmental Consulting

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												Grand Total Exhibit A Hours	2302
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL HOURS	
Principal Management Inspector									2				2	
Inspector														4
TOTALS									2				2	4

Rev. 5/2018

PSB 18-1 and Later ONLY

Contract Number: RR-16-4277 Consultant: Illinois Construction & Environmental Consulting

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Principal Management	2		4	2	2	2	2	2	2	2	2	2	2	22
Inspector			4	2	4	2	4	2	4	2	4	4	4	34
Inspector			80	200	250	200	250	200	160	200	160			1700
						160	200	180						540
TOTALS	2		88	204	256	364	456	384	166	204	166	6	2296	

Contract Number: RR-16-4277

Consultant: Illinois Construction & Environmental Consulting

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Principal Management Inspector	2																2
Inspector																	
TOTALS	2																2

Contract No.: RR-16-4277 Consultant: Illinois Construction & Environmental Consulting

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/LG_TOL_LWAY_XX_ALLOWABLEDIRECTCOSTS_12132013.PDF/b3dab3
- C. **OVERTIME PREMIUM**
- D. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 17,551.00

ALLOWABLE DIRECT COSTS

08.01.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway 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 (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Photo 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 \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography, mapping and drone usage	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

The number of days will be calculated as follows for extended stay **- Weekly (vehicle and hotel) –
Number of days on job site plus one day to travel to and from job site per week.

**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 Tollway project manager.

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.

Contract No.: RR-16-4277

Consultant: Illinois Construction & Environmental Consulting

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. RR-16-4277

Illinois Construction & Environmental Consulting

SCOPE OF SERVICES

Perform duties as an inspector in accordance with the latest version of the Tollway's Construction Manager's Manual.

EXHIBIT G

Contract No. RR-16-4277

Illinois Construction & Environmental Consulting

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-15-4242	Materials Engineering Upon Request	\$400,000.00	\$163,579.00	12/31/2018
RR-16-4250	Construction Management Services Upon Request Systemwide - On call As-needed	\$300,000.00	\$116,204.03	12/31/2018
C-91-127-16	Various Construction Program Management for Phase III Projects	\$102,156.00	\$37,406.65	12/31/2018
C-93-038-16	Construction Inspection for IL 178 over the Illinois River	\$825,000.00	\$445,856.00	8/31/2019
C-94-053-16	Materials Project Manager for Various Materials Inspections	\$337,500.00	\$220,670.00	7/13/2019
C-91-318-16	Construction Inspection for I-290 at Salt Creek	\$747,446.00	\$747,446.00	7/31/2020
C-91-473-16	Various Quality Assurance Management	\$150,000.00	\$36,836.00	9/22/2018
RR-13-4117	Materials QA for Reagan Memorial EW	\$72,500.00	\$72,332.00	12/31/2018
C-91-232-17	Construction Inspection for I-290 Congress Pkwy - Jane Byrne Interchange	\$151,879.00	\$67,461.00	12/31/2018
C-91-237-17	Materials QA for IL 120 over US 41 - Skokie Hwy	\$62,639.00	\$51,092.00	12/31/2018
I-18-4356	Construction Inspection for Bridge Rehabilitation and Widening Tri-State Tollway between Wolf Road and Balmoral Ave	\$600,000.00	\$565,183.00	7/31/2019
RR-17-4314	Construction Inspection for Pavement and Structural Preservation and Rehabilitation from Balmoral Ave to Lake Cook Road	\$249,308.00	\$249,308.00	12/31/2018

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

DBE/MBE/WBE Percentage of Total Fee (Includes Additional Services): _____

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="width: 20%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor			Direct Costs			Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$	-
Direct Labor																
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Direct Labor	\$	-														
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Direct Costs	\$	-														
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** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Lakeshore Engineering, LLC

Contract Number: RR-16-4277

Proposal Date: 7/31/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes

A full set of instructions to complete the exhibits is available on the Tollway's website

Contract Number: RR-16-4277

Consultant: Lakeshore Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Administrative Management Inspector									2	2	2			6
TOTALS									2	2	2			6
	Grand Total Exhibit A Hours												1602	

Contract Number: RR-16-4277 Consultant: Lakeshore Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Administrative			2	2	2	2	2	2	1	1	1		13
Management			1	2	2	2	2	2	2				11
Inspector			120	160	170	200	200	200	160	200	160		1570
TOTALS			123	164	174	204	204	202	161	201	161		1594

Contract Number: RR-16-4277 Consultant: Lakeshore Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Administrative	1													1
Management	1													1
Inspector														
TOTALS	2													2

Contract No.: RR-16-4277

Consultant: Lakeshore Engineering, LLC

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>1,602.00</u> (Total Work Hours from Exhibit A)	\$	<u>41.74</u> (Average Hourly Rate)		TOTAL DIRECT SALARY \$	<u>66,867.48</u>
---	----	--	--	------------------------	------------------

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

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$ <u>187,228.94</u>
---	----------------------

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

	TOTAL DIRECT COSTS \$ <u>12,410.00</u>
--	--

C. SERVICES BY OTHERS

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

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

TOTAL SERVICES BY OTHERS	\$ _____ -
--------------------------	------------

D. ADDITIONAL SERVICES (Prime Consultant)

_____ (Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

_____ (Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

	\$ <u>199,638.94</u>
--	----------------------

Contract No.: RR-16-4277 **Consultant:** Lakeshore Engineering, LLC

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

- B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/LG_TOL_LWAY_XX_ALLOWABLEDIRECTCOSTS_12132013.PDF/b3dab3

- C. **OVERTIME PREMIUM**

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

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 12,410.00

ALLOWABLE DIRECT COSTS

08.01.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway 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 (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Photo 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 \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography, mapping and drone usage	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

The number of days will be calculated as follows for extended stay **- Weekly (vehicle and hotel) –
Number of days on job site plus one day to travel to and from job site per week.

**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 Tollway project manager.

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.

Contract No.: RR-16-4277

Consultant: Lakeshore Engineering, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. RR-16-4277

Lakeshore Engineering, LLC

SCOPE OF SERVICES

As a protege, Lakeshore Engineering's (LSE) staff will work under the mentorship and guidance of TYLIN 's staff in the preparation of project documents such as Authorization to Proceed, Change Orders, Extra Work Orders, scheduling, claim filing, dispute resolution and other items involved in monitoring the project delivery process. LSE will initially assist TYLI staff in these assignments, to understand and learn these procedures. Under the guidance of TYLIN's staff , Lakeshore Engineering's staff will learn the skills to develop a Project Management Plan from project start-up through completion. TYLIN staff will provide guidance and oversight to LSE on the development of a Project Quality Plan. The Quality Plan will be critical tool for LSE to develop the necessary skills to implement the same independently. LSE will be helped to understand the applicable laws, regulations and rules by TYLIN's staff. LSE will understand and learn the tollway construction and documentation procedures from TYLIN's staff

EXHIBIT G

Contract No. RR-16-4277

Lakeshore Engineering, LLC

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-17-4680	ISTHA Elgin O'Hare Western Access, IL 390 from IL Route 83 to York Road CM Services	\$195,692.00	\$195,692.00	12/1/2019
I-18-4380	ISTHA Elgin-O'Hare Western Access (I-490) Roadway and Bridge Widening and Reconstruction Project - Tri-State Tollway (I-294) Grand Ave. to Wolf Road CM Services	\$198,130.00	\$190,931.00	12/1/2020
CDOT	Various CDOT CM & Design Projects	\$1,051,539.00	\$561,063.00	12/1/2019
Metra	Various Metra CM Projects	\$507,996.00	\$418,361.00	12/1/2019

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Material Solutions Laboratory Corporation

Contract Number: RR-16-4277

Proposal Date: 7/31/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes

A full set of instructions to complete the exhibits is available on the Tollway's website

Contract Number: RR-16-4277 Consultant: Material Solutions Laboratory Corporation

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total Exhibit A Hours	900
Project Manager									2	2	2	2		6
Administrative									2	2				6
Material Testing (Field)														
Material Testing (Lab)														
Sample Pick-up														
TOTALS									4	4	4	4		12

Contract Number: RR-16-4277 Consultant: Material Solutions Laboratory Corporation

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec						
Project Manager		2				2												10
Administrative	2		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	22
Material Testing (Field)				40	80	120	120	120	120	120	120	120	120	120	120	120	120	720
Material Testing (Lab)				4	16	8	16	16	12	12	16	16	16	16	16	16	16	88
Sample Pick-up				2	4	8	8	8	6	6	8	8	8	8	8	8	8	44
TOTALS	2	2	2	50	102	140	146	148	140	148	148	148	148	148	148	148	148	884

Contract Number: RR-16-4277 Consultant: Material Solutions Laboratory Corporation

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Project Manager	2															2	
Administrative	2																2
Material Testing (Field)																	
Material Testing (Lab)																	
Sample Pick-up																	
TOTALS	4																4

Contract No.: RR-16-4277

Consultant: Material Solutions Laboratory Corporation

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

900.00
(Total Work Hours
from Exhibit A)

\$ 40.62
(Average Hourly
Rate)

TOTAL DIRECT SALARY \$ 36,558.00

Multiplier to be used on this project:

Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)

2.80

DIRECT REGULAR SALARY TIMES MULTIPLIER

\$ 102,362.40

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 43,099.04

C. SERVICES BY OTHERS

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

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

TOTAL SERVICES BY OTHERS \$ _____ -

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 145,461.44

Contract No.: RR-16-4277

Consultant: Material Solutions Laboratory Corporation

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

- B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_12132013.PDF/b3dab3

- C. **OVERTIME PREMIUM**

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

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 43,099.04



Direct Cost

**I-94 Pavement and Structure Rehabilitation, Lake Cook
Road To Half Day Road
RR-16-4277**

C: Laboratory Costs	Rate	Unit
Lab Services: HMA Air voids	\$ 450.00	Each
Lab Services: AC Content (Ignition)	\$ 175.00	Each
Lab Services: AC Content (Reflux)	\$ 260.00	Each
Lab Services: AC Content (Reflux w/ RAS)	\$ 285.00	Each
Lab Services: Aggregate Gradations	\$ 175.00	Each
Lab Services: Atterberg Limits	\$ 150.00	Each
Lab Services: Hydrometer	\$ 175.00	Each
Lab Services: Proctor	\$ 200.00	Each
Lab Services: Organic Content	\$ 120.00	Each
Lab Services: Hamburg Wheel Testing	\$ 1,200.00	Each
Lab Services: PGE Gradations	\$ 325.00	Each
Lab Services: Tack Coat Testing	\$ 120.00	Each
Lab Services: Longitudinal Joint Sealant Testing	\$ 120.00	Each
Lab Services: PH Testing	\$ 120.00	Each
Shift Differential	\$ 3.67	Hour

ALLOWABLE DIRECT COSTS

08.01.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway 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 (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Photo 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 \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography, mapping and drone usage	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

The number of days will be calculated as follows for extended stay ** - Weekly (vehicle and hotel) –
Number of days on job site plus one day to travel to and from job site per week.

**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 Tollway project manager.

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.

Contract No.: RR-16-4277

Consultant: Material Solutions Laboratory Corporation

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Dan Tiltges

Classification: Material QA Technician

Name: _____

Classification: _____

Name: _____

Classification: _____

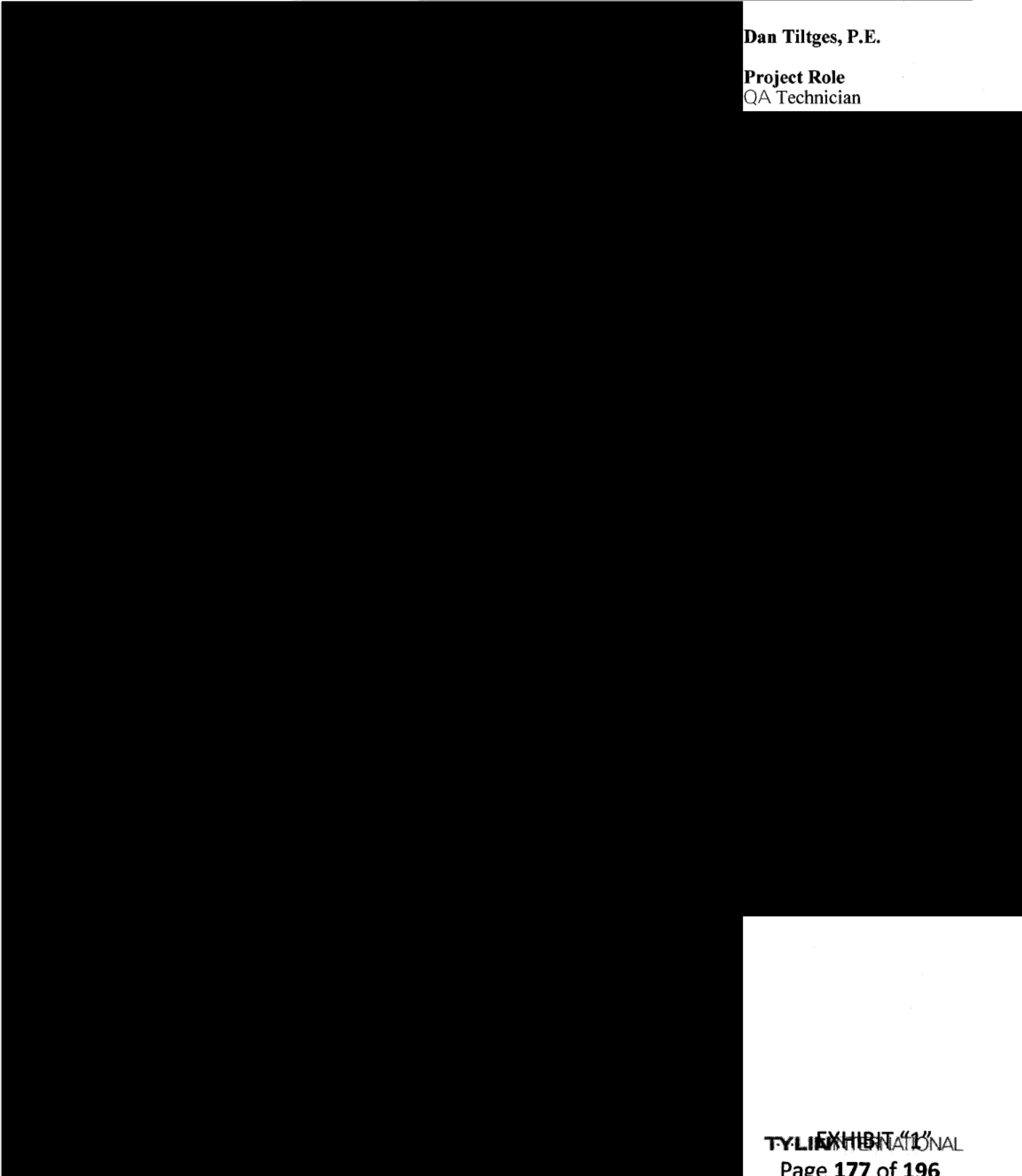
Name: _____

Classification: _____

Material Solutions Laboratory Corporation

Dan Tiltges, P.E.

Project Role
QA Technician





Material Solutions Laboratory Corporation

Dan Tiltges, P.E.
Page 2—Continued

EXHIBIT F

Contract No. RR-16-4277

Material Solutions Laboratory Corporation

SCOPE OF SERVICES

Sub-consultant support of Construction Manager Services following selection from PSB 18-1, Item 07 shall be provided, as required, for all items of work included in the Contract Requirements for the above Construction Contract and will conform with the Illinois State Toll Highway Authority's Construction Manager's Manual, dated March 2013, and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY") current practices. These services shall include the responsibility for administration of the referenced Construction Contract in accordance with the applicable Construction Manager's Manual; responsible for all on-site and off-site material testing; document all activities pertaining to the execution of the work; prepare all reports and other required documents; submit all project records, documents and the project close-out records properly indexed and cross-referenced in a manner which can be easily reviewed by the TOLLWAY at the same time the final pay estimate is submitted; and carry out the policies of the TOLLWAY.

EXHIBIT G

Contract No. RR-16-4277

Material Solutions Laboratory Corporation

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
PSB 14-2/04	QA Materials Testing	\$143,312.00	\$35,000.00	11/1/2018
PSB 16-1/02	QA Materials Testing	\$150,000.00	\$70,000.00	12/1/2018
PSB 17-2/15	QA Materials Testing	\$60,000.00	\$60,000.00	1/1/2020
PSB 17-3/18	QA Materials Testing	\$421,766.00	\$400,000.00	1/1/2020
PSB 17-3/21	QA Materials Testing	\$432,027.00	\$432,027.00	10/1/2020
PSB 18-1/06	QA Materials Testing	\$419,984.00	\$419,984.00	1/1/2020
PSB 18-1/07	QA Materials Testing	\$300,000.00	\$300,000.00	1/1/2020
PSB 18-1/11	QA Materials Testing	\$150,000.00	\$150,000.00	1/1/2020
PSB 18-1/12	QA Materials Testing	\$122,000.00	\$122,000.00	1/1/2020
PSB 18-1/14	QA Materials Testing	\$70,000.00	\$70,000.00	1/1/2020
PTB 173-07	QA Materials Testing	\$240,002.00	\$103,000.00	12/1/2018
PTB 176-09	QA Materials Testing	\$170,000.00	\$65,198.00	6/1/2018
PTB 178-09	QA Materials Testing	\$144,351.00	\$144,351.00	12/1/2018
PTB 179-09	QA Materials Testing	\$154,700.00	\$122,692.00	12/1/2018
PTB 180-10	QA Materials Testing	\$81,500.00	\$81,500.00	11/1/2018
PTB 181-02	QA Materials Testing	\$225,000.00	\$118,500.00	12/1/2018
PTB 182-05	QA Materials Testing	\$175,000.00	\$166,000.00	12/1/2018
PTB 183-01	QA Materials Testing	\$301,071.00	\$301,071.00	12/1/2018
PTB 183-05	QA Materials Testing	\$149,948.00	\$149,948.00	12/1/2018
PTB 184-04	QA Materials Testing	\$241,013.00	\$241,013.00	12/1/2018
PTB 184-12	QA Materials Testing	\$900,000.00	\$900,000.00	12/1/2018
PTB 184-14	QA Materials Testing	\$175,000.00	\$175,000.00	12/1/2018

Contract No.: RR-16-4277

Consultant: Material Solutions Laboratory Corporation

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Sanchez & Associates, P.C.

Contract Number: RR-16-4277

Proposal Date: 7/31/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes

A full set of instructions to complete the exhibits is available on the Tollway's website

Contract Number: RR-16-4277

Consultant: Sanchez & Associates, P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Principal																	
Project Manager			4	4	4	4	4	4	4	4	4	4	4	4	4	4	40
Administrative			2	2	2	2	2	2	2	2	2	2	2	2	2	2	20
Crew Chief			40	40	24	24	40	16	40	40	20	20	20	80	80	80	324
Instrument Person			40	40	24	24	40	16	40	40	20	20	20	80	80	80	324
CADD Technician			16	8	4	2	8	2	8	8	4	4	4	16	16	16	68
TOTALS			102	94	58	56	94	40	94	50	182	6	6	776			

Contract Number: RR-16-4277 Consultant: Sanchez & Associates, P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Principal																
Project Manager																
Administrative	2															
Crew Chief																
Instrument Person																
CADD Technician																
TOTALS	2															

Contract No.: RR-16-4277 Consultant: Sanchez & Associates, P.C.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

- B. **ALLOWABLE DIRECT COSTS** - based on link below
https://www.illinoistollway.com/documents/20184/238673/LG_TOL_LWAY_XX_ALLOWABLEDIRECTCOSTS_12132013.PDF/b3dab3

- C. **OVERTIME PREMIUM**

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

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 2,805.00

ALLOWABLE DIRECT COSTS

08.01.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway 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 (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Photo 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 \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography, mapping and drone usage	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

The number of days will be calculated as follows for extended stay ** - Weekly (vehicle and hotel) –
Number of days on job site plus one day to travel to and from job site per week.

**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 Tollway project manager.

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.

Contract No.: RR-16-4277

Consultant: Sanchez & Associates, P.C.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. RR-16-4277

Sanchez & Associates, P.C.

SCOPE OF SERVICES

Surveying Services in support of the Construction Management Services for the I-94 Pavement Rehabilitation and Structural Preservation and Rehabilitation. MP 21.85 (Half Day Road) to MP 25.2 (Lake Cpook Road) Phase III

EXHIBIT G

Contract No. RR-16-4277

Sanchez & Associates, P.C.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-14-4199	Maintenance Facilities, Site Plans and Design	\$ 7,300.00	\$ 5,240.00	12/31/2018
RR-14-4222	IL Tollway - Bridge Rehabilitation / Reconstruction on the Tri-State Tollway (I-294) M.P. 26.6	\$ 328,578.41	\$ 51,863.08	12/31/2018
RR-14-4224	IL Tollway - Roadway Study on the Tri-State Tollway (I-294) M.P. 29.5 to M.P. 40.0	\$ 1,134,059.68	\$ 45,976.37	12/31/2018
RR-13-4151	IL Tollway - Design Upon Request- Systemwide	\$ 135,000.00	\$ 63,012.18	12/31/2018
RR-14-5705	IL Tollway - Bridge Reconstruction & Interchange Improvements Fransworth Avenue over Reagan Memorial Tollway (I-88) M.P. 114.35 to M.P. 122.10	\$ 151,124.11	\$ 56,542.28	12/31/2018
RR-16-4255	IL Tollway - Roadway and Bridge Rehabilitation – Design, Veterans Memorial Tollway M.P. 12.3 (I-55) to M.P. 22.3 (STA 11260+00, Butterfield Road), Phase II Engineering	\$ 165,349.60	\$ 409.95	12/31/2018
RR-17-4277	I-94, Pavement and Structural Preservation and Rehabilitation, M.P 21.85 (Half Day Road) to M.P. 25.2 (Lake Cook Road). Phase II Engineering	\$ 121,007.80	\$ 11.89	12/31/2018
RR-15-9975RR	Consulting Engineer Services	\$ 1,572,144.41	\$ 1,326,294.90	12/31/2018
RR-17-4314	Tri-State Tollway I-294 from M.P. 40.0 to M.P. 52.9 (Balmoral Avenue to Lake Cook Road) Phase II Engineering	\$ 57,634.00	\$ 24,231.00	12/31/2018
RR-17-4313	Reagan Memorial Tollway (I-88) East of Washington Street to York Road MP 126.9 to MP 139.1 Phase II	\$ 90,900.00	\$ 63,003.00	12/31/2018
RR-17-4312	Reagan Memorial Tollway (I-88), Pavement and Structural Preservation and Rehabilitation, M.P. 123.4 (Illinois Route 59) to M.P. 126.9 (Washington Street)	\$ 34,990.00	\$ 30,245.21	10/31/2018
RR-17-4292	Veterans Memorial Tollway (I-355), between Mile Post 0.0 and Mile Post 12.3	\$ 2,692.97	\$ -	8/31/2018
RR-17-4313	Reagan Memorial Tollway (I-88), Pavement and Structural Preservation and Rehabilitation, M.P. 126.9 (East of Washington Street) to M.P. 139.1 (York Road). Construction Management Services. Phase III engineering	\$ 61,529.01	\$ 55,349.28	12/31/2018

Contract No.: RR-16-4277

Consultant: Sanchez & Associates, P.C.

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ _____

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

<p>1</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>_____</td><td></td></tr> <tr><td>Services by Others</td><td>_____</td><td></td></tr> <tr><td>Additional Services **</td><td>_____</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>	Direct Labor	_____		Direct Costs	_____		Services by Others	_____		Additional Services **	_____		Total this Subconsultant (ULC)	\$ _____	-	<p>6</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>	Direct Labor	_____		Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-
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 TOTAL Additional Services Non-DBE/MBE/WBE Subconsultants: \$ _____ -
 TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ _____ -