

10/25/18

6.3/3

RESOLUTION NO. 21662

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Planning Studies and Master Plan Services, on the Illinois Route 390 Tollway from Mile Post 5.8 (Lake Street) to County Farm Road on Contract No. I-18-4361.

Parsons Transportation Group, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$3,655,606.72. 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 Parsons Transportation Group, Inc., to obtain Planning Studies and Master Plan Services, for Contract No. I-18-4361 with an upper limit of compensation not to exceed \$3,655,606.72, 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

#### 1.4.1 Item 1. I-18-4361, Elgin O'Hare Western Access, West Extension

This project has a 26% D/M/WBE participation goal and 3% VOS/SDVOSBE participation goal.

Planning Studies and Master Plan engineering services are required for an engineering study on the Elgin O'Hare Western Access Tollway between Lake Street (M.P. 5.8) and County Farm Road in DuPage County, Illinois. The Tollway is finalizing design limits; therefore, the Tollway may modify project limits and scope at the time of negotiations.

Being selected for this contract will not preclude a consultant from performing future design work on this corridor. The following engineering study shall include but not be limited to the following:

1. Perform a drainage study.
2. Perform an environmental study. GIS environmental resource analysis to identify potential issues related to wetlands, biological resources, public lands, stormwater management, ground and surface water, cultural and social resources, noise, air, hazardous/special waste, land use, zoning, etc.
3. Perform INVEST planning evaluations and design evaluations.
4. Perform geotechnical studies which incorporate pavement and soil borings to determine future pavement design.
5. Perform topographic survey.
6. Provide project scope and contract packaging.
7. Provide a project cost estimate.
8. Develop a project schedule.
9. Prepare a Project Master Plan report which will include geometrics, drainage, construction staging, design criteria, cost benefit analysis, alternatives analysis, and all other appurtenant and miscellaneous items.
10. Perform Type, Size and Location (TS&L) drawings for the structures
11. Provide Maintenance and Operating budget analysis.
12. Perform traffic analysis.
13. Provide signing plan.
14. Perform utility coordination.

Construction estimate: Category C.

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

**Location/Design Studies (New Construction/Major Reconstruction)**  
**Environmental Reports (Environmental Assessment)**  
**Special Studies (Location Drainage)**  
**Highways (Freeways)**  
**Structures (Highway Bridges: Typical)**  
**Hydraulic Reports (Waterways: Complex)**  
**Special Services (Surveying)**  
**Special Studies (Lighting: Typical)**

The Tollway will allow a Prime consultant to meet the prequalifications for Environmental Reports (Environmental Assessment), Special Studies (Location Drainage), Hydraulic Reports (Waterway Complex), Special Services (Surveying), and Special Studies (Lighting: Typical) through a subconsultant.

Key personnel listed in 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).
- The person who will perform the duties of the Project Engineer, that individual in charge who is directly involved in the development of the Project Master Plan (must be an Illinois Licensed Professional Engineer).
  - The person who will be responsible for structural design related issues (must be an Illinois Licensed Structural Engineer).
  - The person who will be responsible for drainage design related issues (must be an Illinois Licensed Professional Engineer).
  - The person who will be responsible for traffic and tolling analysis.
  - The person who will be responsible for financial and economic impact analysis.
  - The person(s) who will perform the QC/QA review work of all milestone submittals (must be an Illinois Licensed Professional Engineer for roadway elements and an Illinois Licensed Structural Engineer for structural elements).

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 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.

Contract: I-18-4361

Prime: Parsons Transportation Group, Inc.

### **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

<b>✓ Project Manager (Items 1, 3 and 5 thru 14)</b>			
Name:	Jeff Hall, PE		
Firm:	Parsons Transportation Group Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-052390		
Year Registered:	1998	State:	IL
Office Address:	10 South Riverside Plaza, Suite 400		
City:	Chicago	State:	IL

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

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

<b>Project Manager (Item 15)</b>			
Name:			
Firm:			
Category:	r		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>✓ Project Engineer (Item 1, 3 and 5)</b>			
Name:	Richard Hill, PE		
Firm:	Parsons Transportation Group Inc.		
Category:	IL Licensed Professional Engineer		
License #:	62040848		
Year Registered:	1997	State:	IL
Office Address:	10 South Riverside Plaza, Suite 400		
City:	Chicago	State:	IL

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

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

<b>✓ Structural Design (Item 1, 2, 3 and 9)</b>			
Name:	Todd Ude, PhD, PE, SE		
Firm:	Parsons Transportation Group Inc.		
Category:	IL Licensed Structural Engineer		
License #:	081005764		
Year Registered:	2001	State:	IL
Office Address:	10 South Riverside Plaza, Suite 400		
City:	Chicago	State:	IL

## 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

<b>✓ Drainage Design (Item 1)</b>			
Name:	Luis Montgomery, PE, CPESC		
Firm:	2IM Group, LLC		
Category:	IL Licensed Professional Engineer		
License #:	062-055785		
Year Registered:	2002	State:	IL
Office Address:	118 South Clinton Street Suite 350		
City:	Chicago	State:	IL

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

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

<b>Resident Engineer (Items 4 thru 14)</b>			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>✓ Traffic and Tolling Analysis (Item 1)</b>			
Name:	Stephen Mayer, PhD, PE		
Firm:	Parsons Transportation Group Inc.		
Category:			
License #:			
Year Registered:		State:	
Office Address:	40 La Riviere Drive		
City:	Buffalo	State:	NY

<b>✓ Financial and Economic Impact Analysis (Item 1)</b>			
Name:	Greg Gaides, PE		
Firm:	Parsons Transportation Group Inc.		
Category:	MN Licensed Professional Engineer		
License #:	25451		
Year Registered:	1997	State:	MN
Office Address:	3433 Broadway		
City:	Minneapolis	State:	MN

<b>✓ QC/QA Roadway (Items 1 thru 5))</b>			
Name:	Mark Peterson, PE		
Firm:	Parsons Transportation Group Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-044935		
Year Registered:	1989	State:	IL
Office Address:	10 South Riverside Plaza, Suite 400		
City:	Chicago	State:	IL

<b>✓ QC/QA Structural (Items 1 thru 5)</b>			
Name:	Roger DiGiulio, PE, SE		
Firm:	Parsons Transportation Group Inc.		
Category:	IL Licensed Structural Engineer		
License #:	081.005197		
Year Registered:	1995	State:	IL
Office Address:	10 South Riverside Plaza, Suite 400		
City:	Chicago	State:	IL

<b>Materials Coordinator (Items 4 thru 14)</b>			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Materials QA Technician (Items 4 thru 14)</b>			
Name:			
Firm:			
Category:			
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

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

<b>Document Technician (Items 4 thru 14)</b>			
Name:			
Firm:			
Category:	Documentation Certification Number- IDOT class S-14		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

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

<b>Required Prequalification Category</b> Location/Design Studies (New Construction/Major Reconstruction)			
Name:	Craig Moore		
Firm:	Parsons Transportation Group Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062056727		
Year Registered:	2003	State:	IL
Office Address:	10 South Riverside Plaza, Suite 400		
City:	Chicago	State:	IL

<b>Required Prequalification Category**</b> Environmental Reports (Environmental Assessment)			
Name:	Tony Pakeltis, AICP		
Firm:	Parsons Transportation Group Inc.		
Category:	Certified Planner		
License #:	011652		
Year Registered:	1995	State:	n/a
Office Address:	10 South Riverside Plaza, Suite 400		
City:	Chicago	State:	IL

<b>Required Prequalification Category**</b> Special Studies (Location Drainage)			
Name:	Luis Montgomery, PE		
Firm:	2IM Group, LLC		
Category:	IL Licensed Professional Engineer		
License #:	062-055785		
Year Registered:	2002	State:	IL
Office Address:	118 South Clinton Street Suite 350		
City:	Chicago	State:	IL

<b>Required Prequalification Category**</b> Highways (Freeways)			
Name:	Richard Hill, PE		
Firm:	Parsons Transportation Group Inc.		
Category:	IL Licensed Professional Engineer		
License #:	62040848		
Year Registered:	1998	State:	IL
Office Address:	10 South Riverside Plaza, Suite 400		
City:	Chicago	State:	IL

<b>Required Prequalification Category**</b> Structures (Highway Bridges: Typical)			
Name:	Todd Ude, PhD, PE, SE		
Firm:	Parsons Transportation Group Inc.		
Category:	IL Licensed Structural Engineer		
License #:	081005764		
Year Registered:	2001	State:	IL
Office Address:	10 South Riverside Plaza, Suite 400		
City:	Chicago	State:	IL

## 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

<b>Required Prequalification Category**</b> HYDRAULIC REPORTS (WATERWAYS: COMPLEX)			
Name:	John Morgan		
Firm:	2IM Group, LLC		
Category:	IL Licensed Professional Engineer		
License #:	062.040169		
Year Registered:	1982	State:	IL
Office Address:	118 S. Clinton St., Suite 350		
City:	Chicago	State:	IL

<b>Required Prequalification Category**</b> Special Services (Surveying)			
Name:	Roark Rogers, PLS		
Firm:	Atlas Engineering Group, LTD		
Category:	Professional Land Surveyor		
License #:	035-003765		
Year Registered:	2008	State:	IL
Office Address:	3100 Dundee Rd Ste. 502		
City:	Northbrook	State:	IL

<b>Required Prequalification Category**</b> Special Studies (Lighting: Typical)			
Name:	Rashesh Kumar Patel, PE		
Firm:	SINGH + Associates, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-064617		
Year Registered:	2012	State:	IL
Office Address:	230 W. Monroe Street Ste. 1400		
City:	Chicago	State:	IL

<b>Required Prequalification Category**</b>			
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>	
<b>Total</b>	<u>2</u>	Engineers	<u>10</u>	Technicians	<u>3</u>
		Land Surveyors	<u>1</u>	Draftsmen	
		Architects		Survey Crew	<u>1</u>
		Others	<u>4</u>	Clerical	
		<b>Total</b>	<u>          </u>	Other	
				<b>Total</b>	<u>          </u>
Total Projected Staff					<u>21</u>

**Exhibit A – Proposed Staff**

**PSB# 18-1 Item# 1**

Estimate of 14 full time employees

Firm will complete project within estimated time listed in the project advertisement.

Yes ☒ No ☐

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

12 - 24 months as needed by Tollway

If **No**, explain:

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Exhibit A



Item # 1 I-18-4361 Elgin O'Hare Western Access, West Extension, Phase I Engineering Services for Planning Studies and Master Plan 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 Protege 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	
Parsons Transportation		Amar Rajpurkar, PE	(312) 930-5147	Amar.Rajpurkar@parsons.com	No	Yes	30.00%	5.00%	Jeff Hall, PE	Rich Hill, PE	\$ 25,983,112	\$ 5,064,000	\$ 22,113,378	\$ 1,914,000	\$ 24,826,839	
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	
Parsons Transportation	Amecc Foster Wheeler Envir		Gary Baker, PE	Location design stud	773-693-6030	gary.baker@woodplc	10.00%	N/A	N/A	N/A	No	No	Multiple Ownership	Male	No	
Parsons Transportation	Atlas Engineering Group, L		Natalia Homedi, PE	Survey, constructabil	847.753.8020	nhomedi@aegroupinc	8.00%	IL UCP	City of Chicago	N/A	No	No	Caucasian	Female	No	
Parsons Transportation	2IMGroup		Luis Montgomery	Drainage and enviro	312-441-9554	luis.m@2imgroup.co	8.00%	IL UCP	N/A	Cook County	No	No	Hispanic	Male	Yes	
Parsons Transportation	Gmgs, Mitchell, and Alma		Nnamdi Ogburnu	Roadway design sup	312-690-4205	namdi@griggsandr	1.50%	City of Chgo	N/A	City of Chicago	No	Yes	African American	Male	Yes	
Parsons Transportation	GSG Consultants, Inc		Aja Sassila, PhD, PE	Geotechnical, natural	630.994.2600	asassila@gsg-consu	8.00%	IL UCP	N/A	City of Chicago	No	No	Hispanic	Female	No	
Parsons Transportation	Juneau Associates, Inc.		Brian Kulick	Roadway design sup	(847) 991-2004	bkulick@jaipc.com	3.50%	N/A	N/A	N/A	No	Yes	Caucasian	Male	Yes	
Parsons Transportation	OSEH Inc.		Akwumi Attawia	Signing, maintenance	630-337-5484	aattawia@osehinc.co	4.00%	IL UCP	N/A	N/A	No	No	African American	Male	Yes	
Parsons Transportation	Singh & Associates, Inc.		Harvind K. Singh	Lighting	312-629-0240	hkaur@singhtinc	2.00%	IL UCP	N/A	Cook County	No	No	Asian Indian	Male	No	

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**Vendor Information**

CLOSE WINDOW

[Print](#)**Business & Contact Information**

Business Name **Griggs Mitchell & Alma of IL, LLC, DBA GMA Construction Group**

Owner **Mr. Cornelius D. Griggs**

Address **3520 S. Morgan St.**  
[> Map This Address](#) **CHICAGO, IL 60609**

Phone **773-875-4938**

Fax **773-875-4939**

Email [edie828griggs@gmail.com](mailto:edie828griggs@gmail.com)

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

Ethnicity **African American**

Gender **Male**

County **Cook (IL)**

*T-18-4361***Certification Information**

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

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

Renewal Date **5/2/2019**

Expiration Date **5/2/2021**

Certified Business Description **General Construction / Demolition Services / Flooring Maintenance and Repair to Include Refinishing and Sealing/ Painting**

**Commodity Codes**

Code	Description
NIGP 91025	Flooring Maintenance and Repair, Including Refinishing and Sealing Services
NIGP 91240	Demolition Services
NIGP 91463	Painting: Inactive, please see commodity code 91461 effective 5/17
NIGP 96842	General Construction

**Additional Information**

Region **Metro Chicago**

**Vendor Information**

CLOSE WINDOW

[Print](#)**Business & Contact Information**

Business Name Juneau Associates, Inc., P.C.  
 Owner Mr. CHARLES JUNEAU  
 Address 2100 State Street  
 > [Map This Address](#) P.O. Box 1325  
 Granite City, IL 62040  
 Phone 618-877-1400  
 Fax 618-452-5541  
 Email [pbridges@jaipc.com](mailto:pbridges@jaipc.com)  
 Website <http://www.jaipc.com>  
 Ethnicity Caucasian  
 Gender Male  
 County Madison (IL)

*I-18-4361***Certification Information**

Certifying Agency State of Illinois Central Management Services  
 Certification Type VOSB - Veteran Owned Small Business  
 Renewal Date 3/2/2019  
 Expiration Date 3/2/2019  
 Certified Business Description Engineering Services, Professional,  
 Land Surveying

**Commodity Codes**

Code	Description
NIGP 925	Engineering Services, Professional
NIGP 96460	Land Surveying

**Additional Information**

Region Southern Illinois  
 Reciprocal Certification Agency CVE

**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: Elgin O'Hare Western Access, West Extension

Project/Solicitation Number: I-18-4361

Name of Prime Vendor: Parsons Transportation Group Inc.

VOSB Compliance Contact: Richard Hill

Address: 10 S. Riverside Plaza, Suite 400

City: Chicago

State: IL

Zip Code: 60606

Telephone: 312.930.5237

Fax: 312.930.0018

Email: richard.hill@parsons.com

Name of Certified VOSB Vendor: Griggs Mitchell &amp; Alma of IL, LLC

Address: 3520 S. Morgan Street

VOSB Compliance Contact: Cornelius Griggs

City: Chicago

State: IL

Zip Code: 60609

Telephone: 312.690.4205

Fax: 312.873.4370

Email: cgriggs@griggsandmitchell.com

Type of agreement: ☒ Services

Anticipated start date of the Certified VOSB Vendor: May 2018

Proposed 1.50 % 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:

Roadway design support

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):

Signature

Print Name: Richard Hill

Title: Vice President

Date: February 13, 2018

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

Signature

Print Name: Cornelius Griggs

Title: President

Date: February 13, 2018

**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:** Elgin O'Hare Western Access, West Extension

**Project/Solicitation Number:** I-18-4361

**Name of Prime Vendor:** Parsons Transportation Group Inc.

**VOSB Compliance Contact:** Richard Hill

**Address:** 10 S. Riverside Plaza, Suite 400

**City:** Chicago

**State:** IL

**Zip Code:** 60606

**Telephone:** 312.930.5237

**Fax:** 312.930.0018

**Email:** richard.hill@parsons.com

**Name of Certified VOSB Vendor:** Juneau Associates, Inc. P.C.

**Address:** 2100 State Street, P.O. Box 1325

**VOSB Compliance Contact:** Brian Kulick

**City:** Granite City

**State:** IL

**Zip Code:** 62040

**Telephone:** 618.877.1400

**Fax:** 618.659.0941

**Email:** bkulick@jaipc.com

**Type of agreement:** ☒ Services

**Anticipated start date of the Certified VOSB Vendor:**

May 2018

**Proposed 3.50 % 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:**

Roadway design support

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]

**Signature**

**Print Name:** Richard Hill

**Title:** Vice President

**Date:** February 13, 2018

**Certified VOSB Vendor (Company Name and D/B/A):**

[Redacted]

**Signature**

**Print Name:** Charles E. Juneau

**Title:** President

**Date:** February 13, 2018



# Unified Certification Program - Search

Contractor Details

[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)[Print](#)*I-18-4361***Atlas Engineering  
Group, Ltd.**

Natalia Homedi  
3100 Dundee Rd., Ste  
502  
Northbrook, IL 60062

**County:** Cook**Email:** [nhomedi@aegroupltd.com](mailto:nhomedi@aegroupltd.com)**Phone:** (847) 753-8020**Fax:** (847) 753-8023**Categories:** Architecture\Engineering, Professional**NAICS**

237310-Highway,  
Street, & Bridge  
Construction  
541330-Engineering  
Services

**Speciality**

237310- CONSTRUCTION  
MANAGEMENT  
541330- LOCATION DRAINAGE  
AERONAUTICS: DESIGN  
CONSTRUCTION INSPECTION  
TRAFFIC SIGNALS  
RAILWAY ENGINEERING  
RECONSTRUCTION/MAJOR  
REHABILITATION  
REHABILITATION  
STUDIES: TRAFFIC  
FREEWAYS  
ROADS AND STREETS  
WATERWAYS: TYPICAL  
STUDIES: PUMP STATIONS  
WATERWAYS: COMPLEX

# Unified Certification Program - Search

Contractor Details

[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)[Print](#)*J-18-4361***2IM Group, LLC****Email:** [luis.m@2imgroup.com](mailto:luis.m@2imgroup.com)

Luis Montgomery

**Phone:** (312) 441-9554

118 S. Clinton St., Ste.

**Fax:** (312) 441-9558

350

Chicago, IL 60661-5774

**County:** Cook**Categories:** Architecture\Engineering**NAICS**541330-Engineering  
Services**Speciality**541330- LOCATION  
DRAINAGE  
CONSTRUCTION  
INSPECTION  
REHABILITATION  
ROADS AND STREETS  
FREEWAYS  
WATERWAYS: TYPICAL  
STUDIES: PUMP STATIONS  
WATERWAYS: COMPLEX



# Unified Certification Program - Search

Contractor Details

[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)[Print](#)*I-18-4361***GSG Consultants,  
Inc.**

Guillermo Garcia  
855 W. Adams, Suite 200  
Chicago, IL 60607-0000

**County:** Cook**Email:** ggarcia@gsg-consultants.com**Phone:** 312-733-6262**Fax:** 312-733-5612**Categories:** Construction, Professional**NAICS**

238910-Site Preparation  
Contractors  
541330-Engineering  
services  
541620-Environmental  
consulting services  
541690-Other Scientific and  
Technical Consulting  
Services

**Speciality**

541620-Environmental  
Consulting 541330-  
Engineering Services  
541690-Other Scientific and  
Technical Consulting  
Services 238910-Site  
Preparation Contractors

# Unified Certification Program - Search

Contractor Details

[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)[Print](#)*I-18-4361***OSEH Inc.****Email:** aattawia@osehinc.com

Akiwumi Attawia  
1631 S. Michigan Ave.,  
Ste. 208  
Chicago, IL 60616

**Phone:** (630) 337-5484**Fax:****County:** Cook**Categories:** Architecture\Engineering, Professional**NAICS****Speciality**

541320-Landscape  
Architectural Services  
541330-Engineering  
Services

541320- URBAN PLANNING  
541330- ENGINEERING  
SERVICES

541512-Computer Systems  
Design Services  
541715-Research and  
Development in the Physical,  
Engineering, and Life  
Sciences (except  
Nanotechnology and  
Biotechnology)

541512- MISC: COMPUTER  
AIDED DESIGN &  
DRAFTING  
541715- RESEARCH

# Unified Certification Program - Search

Contractor Details

[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)[Print](#)*I-18-4361*

**Singh & Associates, Inc.** Email: [hkaur@singhinc.com](mailto:hkaur@singhinc.com)  
Phone: (312)-629-0240

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

County: Cook

Categories: Architecture\Engineering

**NAICS**

541330-Engineering  
Services

**Speciality**

541330- LOCATION  
DRAINAGE  
CONSTRUCTION  
INSPECTION  
LIGHTING: COMPLEX  
LIGHTING: TYPICAL  
FREEWAYS  
ROADS AND STREETS  
REHABILITATION  
STUDIES: TRAFFIC  
STUDIES: FEASIBILITY  
STUDIES: SAFETY  
WATERWAYS: TYPICAL  
WATERWAYS: COMPLEX  
ELECTRICAL ENGINEERING  
MECHANICAL ENGINEERING  
TRAFFIC SIGNALS

EXHIBIT E - DBE

PARTNERING FOR GROWTH PROGRAM  
FOR  
DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

PSB: 18-1 ITEM: 1

MEMORANDUM OF UNDERSTANDING  
BETWEEN:

THE MENTOR:

Parsons Transportation Group Inc.

FIRM NAME  
ADDRESS

10 S. Riverside Plaza, Suite 400,  
Chicago, IL 60606

A  
N  
D

THE PROTÉGÉ:

FIRM NAME  
ADDRESS

118 S. Clinton St., Suite 350  
Chicago, IL 60661

2IM Group, LLC

**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)

2 %

Scope:

Environmental Reports (Environmental Assessment)

- 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

6.00 %

*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*).

2IM Group is seeking experience for Environmental Lead for Environmental Assessment (EA) prequalification. 2IM currently has staff to provide several EA services but still needs experience with the NEPA Process.

---

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

Parsons will work with 2IM to improve their environmental analysis and documentation capabilities. We will identify certain portions of the environmental document for them to lead, and we will bring them into the QC/QA process so that they gain experience in document compliance.

### 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

RR-13-4116

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

Areas of Assistance:

Highways (Freeways)

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

☒ YES

☐ NO

I-14-4194

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

Areas of Assistance:

Special Services (Construction)

- 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

<u>Date</u>	<u>Contract #</u>	<u>Description of Scope</u>
<u>3/4/2008</u>	<u>I-07-5539</u>	<u>Tri-State (I-294) Bioswale Stormwater, Phase II</u>
<u>01/20/2012</u>	<u>I-11-4020</u>	<u>Elmhurst JV (with Lochmueller Group): I-90 Elmhurst Interchange, Phase II</u>
<u>07/11/2017</u>	<u>I-17-4301</u>	<u>Tri-State Reconstruction from St. Charles Road to North Ave., Phase II</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>
I-17-4301	\$1,200,000	Benesch	Structural Design
_____	_____	_____	_____
_____	_____	_____	_____

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>
162-011	\$300,000	Huff & Huff, Inc.	Wetland Delineation & Reports
181-004	\$320,000	So-Deep, Inc.	Subsurface Utility Engineering
_____	_____	_____	_____



- 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.

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#### 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)

February 13, 2018

(Date)



SIGNATURE (Protégé Representative)

February 13, 2018

(Date)

EXHIBIT E - DBE

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

MEMORANDUM OF UNDERSTANDING  
BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	A N D	THE PROTÉGÉ:	FIRM NAME ADDRESS
Parsons Transportation Group Inc.	10 S. Riverside Plaza, Suite 400, Chicago, IL 60606		OSEH Inc.	1116 Washington Blvd. Suite 415, Oak Park, IL 60302

**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) \_\_\_\_\_%

Scope:

- Work not applicable to prequalification category(ies) 1 %

Scope:

Tollway Best practices, Project Coordination (from kickoff to closeout) and invoicing

**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

3.00 %

Note: Protégé participation in this area is optional

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

4.00 %

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

OSEH has their prequalification in location/design studies. However, they are newer to Tollway and is requesting mentoring in Tollway best practices, project coordination (from kickoff to closeout), and invoicing.

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

Parsons will mentor OSEH in Tollway best practices, project coordination (from kickoff to closeout), and invoicing. As an experienced Tollway consultant, we can easily and effectively provide this mentoring to OSEH. OSEH employees will be welcome to work side-by-side with us in our office as the project progresses so that they can gain this experience.

### 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

RR-13-4116

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

Areas of Assistance:

Highways (Freeways)

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

☒ YES

☐ NO

I-14-4194

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

Areas of Assistance:

Special Services (Construction)

- 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


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.


N/A

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#### 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)

2/13/18

(Date)

  
SIGNATURE (Protégé Representative)

2/13/18

(Date)

## EXHIBIT E - VOSB

### PARTNERING FOR GROWTH PROGRAM

FOR

VETERAN AND SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (VOSBs)

PSB: 18-1 ITEM: 1

#### MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	A N D	THE PROTÉGÉ:	FIRM NAME ADDRESS
Parsons Transportation Group	10 S. Riverside Plaza, Suite 400		Juneau Associates, Inc. P.C.	2100 State Street, Granite City, IL 62040

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

**Note: The VOSB goal is separate and distinct from the DBE goal. A single firm may not be utilized to achieve credit toward both VOSB and DBE 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 VOSBs. The purpose of the Program is to facilitate the Tollway's professional services consultants with:

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

A **VOSB** means a business certified by the State of Illinois Department of Central Management Services (CMS) as a Veteran-owned small business or Service-disabled Veteran-owned small 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) 3.5 %

Scope:

Highways (Freeways)

- 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

\_\_\_\_%

Note: Protégé participation in this area is optional

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

3.5  
\_\_\_\_%

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

Juneau is a Veteran Owned Small Business and would benefit from being part of the team for this project. Juneau does not currently possess the Highways (Freeways) prequalification, and being part of the team for this project would provide them with the experience to gain this prequalification for future projects. By providing the elements of this prequalification requirement, Parsons can aid in extending the range of Juneau's abilities. Thus, providing the Tollway with a greater pool of experienced personnel.

---

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

The Parsons Project Manager will provide mentoring opportunities for the subconsultant's roadway design staff so that they can gain experience in the highways (freeways) prequalification category. In addition, our PM will provide great shadowing and growth opportunities due to their commitment to developing the team. This mentality will aid in developing Juneau's strengths in those areas.

### 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

**RR-13-4116**

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

Areas of Assistance:

**Highways (Freeways)**

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

☒ YES

☐ NO

**I-14-4194**

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

Areas of Assistance:

**Special Services (Construction Inspection)**

- 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 VOSB 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


B. Has the VOSB 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>
I-14-4194	\$200,000	Parsons Transportation Group Inc.	Special Services (Construction Inspection)

C. Is the VOSB 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>
I-15-4241	\$175,000	Globetrotters Eng Corp.	Construction Inspection and Project Documentation
I-15-4654	\$150,000	Infrastructure Engineering, Inc.	Construction Inspection and Business Development
I-15-4656	\$465,000	Alfred Benesch & Company	Structures (Advanced Typical)

D. Has the VOSB 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.


N/A

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#### 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 VOSBs 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)

2/13/18

(Date)

  
SIGNATURE (Protégé Representative)

2/13/18

(Date)

## EXHIBIT E - VOSB

### PARTNERING FOR GROWTH PROGRAM

FOR

VETERAN AND SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (VOSBs)

PSB: 18-1 ITEM: 1

#### MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	A N D	THE PROTÉGÉ:	FIRM NAME ADDRESS
Parsons Transportation Group Inc.	10 S. Riverside Plaza, Suite 400, Chicago, IL 60606		Griggs Mitchell & Alma of IL, LLC	3520 S. Morgan Street, Chicago, IL 60609

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

**Note: The VOSB goal is separate and distinct from the DBE goal. A single firm may not be utilized to achieve credit toward both VOSB and DBE 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 VOSBs. The purpose of the Program is to facilitate the Tollway's professional services consultants with:

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

A **VOSB** means a business certified by the State of Illinois Department of Central Management Services (CMS) as a Veteran-owned small business or Service-disabled Veteran-owned small 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) \_\_\_\_\_ %

Scope:

- Work not applicable to prequalification category(ies) \_\_\_\_\_ 1.5%

Scope:

Project management and coordination

**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

\_\_\_\_%

*Note: Protégé participation in this area is optional*

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

1.5  
\_\_\_\_%

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

GMA is relatively new to working on tollway projects and would benefit from training in the area of project management and coordination. This project will provide a great opportunity for them to gain experience in this area

---

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

Parsons will mentor GMA in the areas of project management and coordination. We have identified a member of GMA who will serve as a management intern to gain experience on this project. Their work will also include providing support in the area of roadway design.

### 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

**RR-13-4116**

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

Areas of Assistance:

**Highways (Freeways)**

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

☒ YES

☐ NO

**I-14-4194**

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

Areas of Assistance:

**Special Services (Construction)**

- 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 VOSB 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


B. Has the VOSB 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 VOSB 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>
I-11-4013	\$160,000	HNTB	Program Management
_____	_____	_____	_____
_____	_____	_____	_____

D. Has the VOSB 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.

N/A

---

#### 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 VOSBs 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 SOL submittal.

  
SIGNATURE (Mentor Representative)

2/13/18

(Date)

  
SIGNATURE (Protégé Representative)

2/13/18

(Date)

## OFFICE OF THE ILLINOIS SECRETARY OF STATE

JESSE WHITE  
SECRETARY OF STATE

## CORPORATION FILE DETAIL REPORT

File Number	20843454		
Entity Name	PARSONS TRANSPORTATION GROUP INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	12/23/1929	State	ILLINOIS
Agent Name	C T CORPORATION SYSTEM	Agent Change Date	03/18/1992
Agent Street Address	208 SO LASALLE ST, SUITE 814	President Name & Address	MICHAEL W JOHNSON 2420 LAKEMONT AVE STE 450 ORLANDO FL 32814
Agent City	CHICAGO	Secretary Name & Address	MICHAEL R KOLLOWAY 100 M STREET SE WASHINGTON DC 20003
Agent Zip	60604	Duration Date	PERPETUAL
Annual Report Filing Date	11/15/2017	For Year	2017
Assumed Name	INACTIVE - PARSONS TRANSPORTATION GROUP INC.		
Old Corp Name	01/17/1992 - DE LEUW, CATHER & COMPANY 02/24/1994 - PARSONS DE LEUW, INC. 11/02/1998 - DE LEUW, CATHER & COMPANY		

[Return to the Search Screen](#)[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)

## OTHER SERVICES

[File Annual Report](#)[Adopting Assumed Name](#)[Articles of Amendment Effecting A Name Change](#)[Change of Registered Agent and/or Registered Office Address](#)[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

## Gomez, Graciela

---

**From:** Gomez, Graciela  
**Sent:** Monday, October 15, 2018 4:28 PM  
**To:** Gomez, Graciela  
**Subject:** I-18-4361 Parsons Transportation Group, Inc. FEIN [REDACTED]

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:26 10/15/18

ACTION: S

VENDOR NUMBER= \*\*\* [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

**DISCLAIMER:**

AS OF 10/15/18 AT 16:27 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:** Monday, October 15, 2018 4:29 PM  
**To:** Gomez, Graciela  
**Subject:** I-18-4361 2IM Group, LLC FEIN [REDACTED]

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:27 10/15/18

ACTION: S

VENDOR NUMBER= \*\*\*\*\* [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 10/15/18 AT 16:28 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:** Monday, October 15, 2018 4:30 PM  
**To:** Gomez, Graciela  
**Subject:** I-18-4361 Atlas Engineering Group, Ltd. FEIN [REDACTED]

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:28 10/15/18

ACTION: S

VENDOR NUMBER= \*\*\*\* [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

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## Gomez, Graciela

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**From:** Gomez, Graciela  
**Sent:** Monday, October 15, 2018 4:31 PM  
**To:** Gomez, Graciela  
**Subject:** I-18-4361 Griggs Mitchell & Alma of IL, LLC dba GMA Construction Group FEIN  
[REDACTED]

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:30 10/15/18

ACTION: S

VENDOR NUMBER= \*\*\*\* [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

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## Gomez, Graciela

---

**From:** Gomez, Graciela  
**Sent:** Monday, October 15, 2018 4:32 PM  
**To:** Gomez, Graciela  
**Subject:** I-18-4361 GSG Consultants, Inc. FEIN [REDACTED]

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:31 10/15/18

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:** Monday, October 15, 2018 4:33 PM  
**To:** Gomez, Graciela  
**Subject:** I-18-4361 Juneau Associates, Inc., P.C. FEIN [REDACTED]

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:32 10/15/18

ACTION: S

VENDOR NUMBER= \*\*\* [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

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## Gomez, Graciela

---

**From:** Gomez, Graciela  
**Sent:** Monday, October 15, 2018 4:34 PM  
**To:** Gomez, Graciela  
**Subject:** I-18-4361 OSEH, Inc FEIN [REDACTED]

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:33 10/15/18

ACTION: S

VENDOR NUMBER= \*\*\* [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

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## Gomez, Graciela

---

**From:** Gomez, Graciela  
**Sent:** Monday, October 15, 2018 4:35 PM  
**To:** Gomez, Graciela  
**Subject:** I-18-4361 Singh & Associates, Inc. FEIN [REDACTED]

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:34 10/15/18

ACTION: S

VENDOR NUMBER= \* [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

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## Gomez, Graciela

---

**From:** Gomez, Graciela  
**Sent:** Monday, October 15, 2018 4:37 PM  
**To:** Gomez, Graciela  
**Subject:** I-18-4361 Wood Environment & Infrastructure Solutions, Inc. (f/k/a AMEC Foster Wheeler Environment & Infrastructure, Inc.) FEIN [REDACTED]

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:36 10/15/18

ACTION: S

VENDOR NUMBER= \*\* [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

### DISCLAIMER:

AS OF 10/15/18 AT 16:36 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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## DESIGN SECTION ENGINEER AGREEMENT

The Board of Directors, on the 25<sup>th</sup> day of **October, 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 **PARSONS TRANSPORTATION GROUP, INC.**, a corporation authorized and existing within the laws of the State of Illinois, hereinafter referred to as "DESIGN SECTION ENGINEER".

### W I T N E S S E T H:

WHEREAS, the DESIGN SECTION ENGINEER has submitted a proposal dated **October 5, 2018** to provide design section engineering services for Contract No. **I-18-4361** for **Elgin O'Hare Access, West Extension**; and

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

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

### ARTICLE I

#### General Provisions

A. The DESIGN SECTION ENGINEER shall perform all design section engineering services for Contract No. **I-18-4361** for **Elgin O'Hare Access, West Extension** in accordance with the requirements and terms of this Agreement, the above-numbered Professional Services Bulletin, and the proposal from the DESIGN SECTION ENGINEER of **October 5, 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 DESIGN SECTION ENGINEER shall be performed according to professional standards and in accordance with the Design Section Engineer's Manual for The Illinois State Toll Highway Authority in effect at the date of contract execution, and as revised thereafter.

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

## ARTICLE II

### Time of Performance

Upon receipt of Notice to Proceed authorized by the Chief Engineering Officer of the TOLLWAY, the DESIGN SECTION ENGINEER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or October 26, 2018** and ending **May 31, 2025**, in accordance with the schedule included in the attached proposal.

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

## ARTICLE III

### Compensation

The DESIGN SECTION ENGINEER shall perform all engineering design services as required herein, and the TOLLWAY shall pay the DESIGN SECTION ENGINEER as compensation therefor, the DESIGN SECTION ENGINEER'S actual payroll cost times a multiplier of **2.8000** and certain direct expenses (as each of these amounts are shown in Exhibit "1") with an upper limit of compensation of **Three Million, Six Hundred Fifty-Five Thousand, Six Hundred Six Dollars and Seventy Two Cents (\$3,655,606.72)**. If, in the opinion of the DESIGN SECTION ENGINEER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the DESIGN SECTION ENGINEER shall promptly notify the Chief Engineering Officer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineering Officer. The DESIGN SECTION ENGINEER shall ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XIX.

## ARTICLE IV

### Scope of the Service

The DESIGN SECTION ENGINEER represents that it has examined the project site, met with representatives of the TOLLWAY, and had an opportunity to ascertain the extent and the scope of services required to complete this project and is knowledgeable of the services to be performed within the time set forth in the Project Schedule indicated in Exhibit "1" hereof. The DESIGN SECTION ENGINEER further understands

and agrees that all the services required to properly complete the services will be at or below the total estimated fee (Upper Limit of Compensation) established for this contract, and that only upon receipt of correspondence modifying the established scope of services for this contract from the Chief Engineering Officer, will any portion of the "Additional Services" provision of the said proposal Exhibit B be utilized. The DESIGN SECTION ENGINEER shall not be entitled to additional compensation due to errors in estimating the time, costs or expertise required to complete this design project.

## ARTICLE V

### Compliance with State and Other Laws

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

### Governing Law; Exclusive Jurisdiction

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

### Confidentiality

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

The foregoing obligations shall not apply to confidential data or information lawfully in the DESIGN SECTION ENGINEER's possession prior to its acquisition from the TOLLWAY; received in good faith from a third-party not subject to any confidentiality



obligation to the disclosing Party; or independently developed by the DESIGN SECTION ENGINEER without the use or benefit of the TOLLWAY's confidential information.

## ARTICLE VI

### Responsibility for Injuries and Damages

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

## ARTICLE VII

### Insurance

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

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

- a. Worker's Compensation Insurance as required by state statute, and Employer's Liability insurance covering all the DESIGN SECTION

ENGINEER's employees acting within the course and scope of their employment.

- b. Commercial General Liability Insurance written on Insurance Services Office (ISO) occurrence form CG 00 01 10/03 or equivalent, covering premises operations, independent contractors, blanket contractual liability, and personal injury with minimum limits of \$1,000,000.00 (One Millions Dollars) each occurrence and \$2,000,000.00 (Two Million Dollars) annual general aggregate.

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

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

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

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



## ARTICLE VIII

### Ownership of Documents

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

## ARTICLE IX

### Financial Statement

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

## ARTICLE X

### Successors and Assigns

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

## ARTICLE XI

### Subcontractors

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

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

## ARTICLE XII

### Suspension

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

## ARTICLE XIII

### Termination

#### A. Termination Without Cause

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

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

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

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

#### B. Termination for Cause

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

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

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

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

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

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



### C. Termination due to Lack of an Appropriation

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

## ARTICLE XIV

### Solicitations

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

## ARTICLE XV

### Record Retention and Audit

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

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

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

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

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

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

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

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

## ARTICLE XVI

### Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the DESIGN SECTION ENGINEER at **Parson Transportation Group, Inc., 10 South Riverside, Suite 400, 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 XVII

### Quality Assurance and Quality Control (QA/QC) Plan

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

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

## ARTICLE XVIII

### Miscellaneous

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

## ARTICLE XIX

### Inspector General

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 XX

### Engineer Selection Process

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

## ARTICLE XXI

### Report of a Change in Circumstances

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

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

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

## ARTICLE XXII

### EXPATRIATED ENTITIES

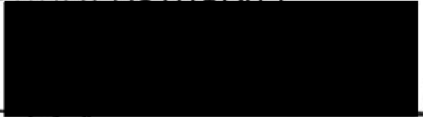
Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement for  
CONTRACT I-18-4361 the day and year first above written.

THE ILLINOIS STATE TOLL  
HIGHWAY AUTHORITY


PARSONS TRANSPORTATION  
GROUP, INC.

By  12/4/18  
Chair/Executive Director-Signature Date  
Robert Schillerstrom/Elizabeth Gorman

 10/15/18  
President-Signature Date

ANAR RAIPURKAR.  
Printed Name as Signed Above

APPROVED:

 11-28-18  
Chief Financial Officer - Signature Date  
Michael Colsch

APPROVED:

 11/20/18  
Acting General Counsel – Signature Date  
Elizabeth Oplawski

Approved as to Form and Constitutionality

 11-20-2018  
Attorney General, State of Illinois – Robert Lane - Signature Date

## DESIGN SECTION ENGINEER PROPOSAL

### FOR CONTRACT NUMBER I-18-4361

This proposal, dated October 5, 2018, is submitted by Parsons Transportation Group, Inc. of Chicago, IL for Design Section Engineer's Service.

#### DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract I-18-4361 for which we propose to provide Design Section Engineering Services is Elgin O'Hare Western Access, West Extension, Phase I Engineering Services for Planning Studies and Master Plan Services, in DuPage County (Counties), Illinois.

#### SCOPE OF DESIGN SECTION ENGINEERING SERVICES

Design Engineering Services following selection from PSB 18-1, more fully detailed in Exhibit F, attached hereto, will be executed in full compliance with the Illinois State Toll Highway Authority's *Design Section Engineer's Manual*, 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 preparation of contract plans, special provisions, construction schedule and review of bids; all field surveys, investigations, designs and analyses required to complete the work; checking of shop drawings and consultation during the construction period. Four copies of all design notes, quantity calculations and field books shall be submitted to the TOLLWAY with the final plans. These documents will be indexed and cross referenced in a manner which can be easily referenced by the Construction Manager.

#### RESPONSIBILITY

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

#### FEE PROPOSAL

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

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

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

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

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

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

REIMBURSABLE DIRECT COSTS - The Reimbursable Direct Costs Worksheet determines the total dollar amount of Direct costs for the project. See Exhibit D. The DESIGN SECTION ENGINEER is responsible for managing the Direct Costs expended so the total Reimbursable Direct Cost amount is not exceeded. All Direct Costs presented for reimbursement must be included on the Allowable Direct Costs list made available in the Professional Service Bulletin (attached to Exhibit D). Direct Costs not

identified on the Allowable Direct Costs list must be approved in writing by the Chief 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 DESIGN SECTION ENGINEER will be in accordance with the State of Illinois Government Rate in effect on the date of this proposal (see Exhibit D).

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

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

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

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

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

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the DESIGN SECTION ENGINEER, for all costs, shall be \$ 3,655,606.72 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all Engineering Services for all items of work included in the Scope of Design Section Engineering Services (Exhibit F). If potential additional services have been identified in the scope of work (Exhibit F), it is understood that these services may not be requested by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the DESIGN SECTION ENGINEER, Exhibits A-H (Cont) must be submitted by the DESIGN SECTION ENGINEER for the TOLLWAY's approval

prior to commencement of the work.

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

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

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

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

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

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

KEY PERSONNEL - Exhibit E is a list of the Key Personnel who will be assigned to this project, should this proposal be accepted, together with a brief resume for each. It is



understood that the TOLLWAY reserves the right to review the performance of assigned personnel at any time and the DESIGN SECTION ENGINEER agrees to replace or re-assign personnel who are deemed by the TOLLWAY to not be suited to the task to which they are assigned. The DESIGN SECTION ENGINEER further agrees to assign employees to this project in a manner which will minimize engineering design expenses to the TOLLWAY.

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

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

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

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

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

**THIS PROPOSAL FOR DESIGN SECTION ENGINEERING SERVICES FOR**

**CONTRACT I-18-4361**

**SUBMITTED BY:**

**FIRM NAME:** Parsons Transportation Group, Inc.

**ADDRESS:** 10 South Riverside, Suite 400

**CITY, STATE &  
ZIP CODE:** Chicago, IL 60606

**TELEPHONE:** 312-930-5100

**FACSIMILE:** 312-930-0018

**SIGNED BY:**

**PRINTED NAME:** Amar Rajpurkar

**TITLE:** Vice President



**ILLINOIS TOLLWAY**  
**STANDARD BUSINESS TERMS AND CONDITIONS**

**ILLINOIS TOLLWAY CONTRACT NO.:** I-18-4361

**CONTRACTOR/CONSULTANT (NAME):** Parsons Transportation Group 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

**Parsons Transportation Group Inc.** 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.
	<b>STANDARD TERMS AND CONDITIONS</b>
<b>Section/ Subsection #</b>	State the exception such as "add," "replace," and/or "delete."
	None.
	<b>ADDITIONAL TERMS AND CONDITIONS</b>
<b>New Provision(s), # et. seq.</b>	<b>Section/Subsection New Number, Title of New Subsection:</b> State the new additional term or condition.
	None.

\_\_\_\_\_ hereby agrees to the exceptions provided by \_\_\_\_\_ and to the Additional Terms and Conditions provided by \_\_\_\_\_.

Agreed: <b>Parsons Transportation Group Inc.</b>	Agreed:
By: <b>Amar Rainekar</b>	By:
Signed: 	Signed:
Position: <b>Vice President</b>	Position:
Date: <b>October 3, 2018</b>	Date:



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

Date: October 3, 2018 Project Number: I-18-4361  
Project Name: Elgin O'Hare Western Access, West Extension

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: Parsons Transportation Group Inc.

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: Richard.Hill@parsons.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>
2IM Group, LLC	<span style="background-color: black; color: black;">[REDACTED]</span>	118 S Clinton Street Suite 350 Chicago, IL 60661	Drainage, environmental documentation	8%
AMEC Foster Wheeler Environment & Infrastructure, Inc.	<span style="background-color: black; color: black;">[REDACTED]</span>	8745 W Higgins Road Suite 300 Chicago, IL 60631	Location design studies, special waste, MOT	10%
Atlas Engineering Group, LTD	<span style="background-color: black; color: black;">[REDACTED]</span>	3100 Dundee Road Suite 502 Northbrook, IL 60062	Survey, traffic, constructability, roadway	8%
GMA Construction Group, LLC	<span style="background-color: black; color: black;">[REDACTED]</span>	3520 S Morgan Suite 222-224 Chicago, IL 60609	Roadway design support	1.5%
GSG Consultants, Inc.	<span style="background-color: black; color: black;">[REDACTED]</span>	855 W Adams Street Suite 200 Chicago, IL 60607	Geotechnical, natural environment	8%
Juneau Associates, Inc.	<span style="background-color: black; color: black;">[REDACTED]</span>	2100 State Street Granite City, IL 62040	Roadway design support	3.5%

OSEH Inc.	1116 Washington Boulevard Suite 415 Oak Park, IL 60302	Signing, MOT	4%
Singh + Associates, Inc.	230 W Monroe Street Suite 1400, Chicago, IL 60606	Lighting	2%

Signature:

Date: October 3, 2018

Printed Name: Amar Rajpurkar



**STATE OF ILLINOIS  
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

Name:

Business Name: Parsons Transportation Group Inc.

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number

Legal Status (check one):

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

Signature of Authorized Representative:

Date: October 3, 2018

## STATE OF ILLINOIS FORMS A

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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) and do not have an approved, unexpired IPG Registration Number. 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: Parsons Transportation Group Inc.	Phone: 312.930.5147
Street Address: 10 South Riverside Plaza, Suite 400	Email: amar.rajpurkar@parsons.com
City, State Zip: Chicago, IL 60606	Vendor Contact: Amar Rajpurkar

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 Transact Business or Conduct Affairs 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)**

Parsons Transportation Group Inc.

**1.2. Business Headquarters (address, phone and fax)**

100 M Street Street

Washington, DC 20003

202.775.3300; 202.775.6005

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

Parsons Construction Group Inc., 1499 W 120<sup>th</sup> Avenue, Suite 200, Westminster, CO 80234

**1.4. Billing Address**

10 South Riverside Plaza, Suite 400

Chicago, IL 60606

**1.5. Name of Chief Executive Officer**

Michael Johnson

**1.6. Company Web Site Address**

www.parsons.com

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

S Corporation

**1.8. Length of time in business**

85 years

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

\$1.2 billion

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

2,800 domestically

**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:**

1.11.1. Minority (30 ILCS 575/2(A)(1) & (3))

☐ Yes

- 1.11.2. Women (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**

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- 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 contract award or prior to bid opening for construction or construction-related services. 775 ILCS 5/2-101. If the Agency 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): Parsons Transportation Group 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: 110679-00 Expiration Date: January 7, 2021 .

- 2.2. If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: Not Applicable
- 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 <https://www.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**

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3. A person, other than an individual acting as a sole proprietor, must be a duly constituted legal entity prior to submitting a bid, offer, or proposal. The legal entity must be authorized to transact business or conduct affairs in Illinois prior to execution of the contract. 30 ILCS 500/20-43.

These requirements do not apply to construction contracts that are subject to the requirements of 30 ILCS 500/30-20 and 30 ILCS 500/33-10. The prequalification requirements of Sections 30-20 and 33-10 shall include the requirement that the bidder be registered with the Illinois Secretary of State.

Prior to execution of the contract, the State may request evidence from a vendor that certifies it is authorized to transact business or conduct affairs in Illinois. Failure to produce evidence in a timely manner may be considered grounds for determining the 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](http://cyberdriveillinois.com/departments/business_services/home.html)) or your home county clerk.

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

File Number 776-583-4


**SECRETARY OF STATE**  
**OFFICE OF THE SECRETARY OF STATE**

*To all to whom these Presents Shall Come, Greeting:*

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

THE CORP. ISING, INC. INCORPORATED IN GEORGIA AND LICENSED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS, HAS APPLIED 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 have set my hand and cause to be affixed the Great Seal of the State of Illinois, this 77th day of AUG A.D. 2011.*

  
Jesse White  
Secretary of State





***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***

PARSONS TRANSPORTATION GROUP INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 23, 1929, 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 13TH  
day of APRIL A.D. 2017 .***

*Jesse White*

SECRETARY OF STATE

## STATE OF ILLINOIS STANDARD CERTIFICATIONS

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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**

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- 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**

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- 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 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](http://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. For contracts other than construction contracts subject to the requirements of 30 ILCS 500/30-20 and 30 ILCS 500/33-10, a person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity to qualify as a bidder or offeror prior to submitting a bid, offer, or proposal. 30 ILCS 500/20-43. Vendor certifies that it is a legal entity as of the date for submitting this bid, offer, or proposal.
- 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 or its successor system; or



**STATE OF ILLINOIS  
STANDARD CERTIFICATIONS**

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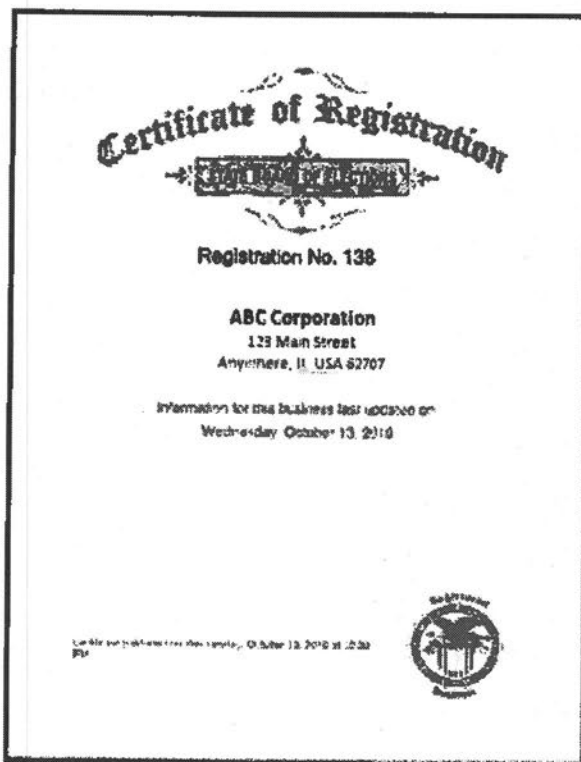
- is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 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. 10987**

**Parsons Transportation Group Inc.**

10 S. Riverside, Suite 400

Attn: Tim Weber

Chicago IL 60606

Information for this business last updated on:

Friday, March 31, 2017

Certificate produced on Thursday, April 13, 2017 at 9:05 AM



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

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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:

N/A

**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	Elgin O'Hare Western Access, West Extension
Illinois Procurement Bulletin Number	22041926
Contract Number	I-18-4361
Vendor Name	Parsons Transportation Group Inc.
Doing Business As (DBA)	
Disclosing Entity	Parsons Transportation Group Inc.
Disclosing Entity's Parent Entity	Parsons Construction Group Inc.
Subcontractor	N/A
Instrument of Ownership or Beneficial Interest	Choose an item. <input checked="" type="checkbox"/> If you selected Other, please describe: Subchapter S Corporation, Parsons Construction Group Inc.

## 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
Parsons Construction Group Inc.	1499 W 120 <sup>th</sup> Avenue, Suite 200, Westminster, CO 80234	100%	N/A

**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
Parsons Construction Group Inc.	1499 W 120 <sup>th</sup> Avenue, Suite 200, Westminster, CO 80234	100%	N/A

## 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 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 contract: N/A



## 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: No persons disclosed.

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: No persons disclosed.

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.

**STATE OF ILLINOIS**  
**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: Parsons Transportation Group 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. Like any other global engineering and consulting organization, Parsons may become involved in litigation from time to time. Parsons carries insurance coverage in amounts sufficient to satisfy the requirements of its contractual obligations and to address claims that may be brought against Parsons. Parsons consistently works with its clients to address concerns related to any given project and, thus, attempts to avoid litigation whenever possible. Although Parsons may be included in legal proceedings from time to time, there are currently no proceedings pending against the company that would be considered to have a material adverse effect upon its financial position or operations.

**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?

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

☒ 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 #
See attachment.				

Please explain the procurement relationship: Vendor.

### STEP 9

### SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subsidiaries with substantial 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: Parsons Transportation Group Inc.

Signature:

Date: October 3, 2018

Printed Name: Amar Rajpurkar

Title: Vice President

Phone Number: 312.930.5147

Email Address: amar.rajpurkar@parsons.com

**Parsons Transportation Group Inc.**  
**DISCLOSURE OF CURRENT AND PENDING CONTRACTS**

October 3, 2018

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
IDOT	U.S. 52 Phase I/II Design Services for Mississippi River bridge/approaches	Active	\$9,178,943	P-92-001-11 & D-92-001-11; PTB 158-018
IDOT	U.S. 45 Millburn Bypass Phase II Design Services	Active	\$1,667,473	D91-424-12; PTB 164-04
IDOT	CREATE Environmental Services Task Order	Active	\$750,000	P-30-002-14, PTB 169-044
IDOT	Chain of Rocks Phase I (non-prime team member)	Active	\$1,185,501	P-30-004-15, PTB 174-015
IDOT	Various SCAT Projects	Active	\$2,400,000	PTB 170-006, PTB 173-004, and PTB 178-003
IDOT	ITS Subcontracts	Active	\$675,154	HPR-66-001-14, PTB 169-043
IDOT	U.S. Route 30 Bascule Bridges Phase I	Active	\$856,248	P-91-196-17, PTB 184, Item 5
IDOT	Chain of Rocks Phase II (non-prime team member)	Active	\$2,217,753	D-98-001-18, PTB 185, Item 20
IDOT	I-90/94 (Kennedy Expressway) at Montrose Avenue Bridge Phase II Subcontract	Pending	\$16,000	D-91-229-18, PTB 186, Item 1
Illinois Tollway	I-90 and Systemwide, Construction Management Services Upon Request	Active	\$5,000,000	I-14-4194, PSB 14-1 Item 9
Illinois Tollway	Design Upon Request, Systemwide Subcontract	Active	\$374,528	RR-14-5703, PSB 14-3 Item 5
Illinois Tollway	TIMS Maintenance	Active	\$8,534,822	RR-14-9156
Illinois Tollway	ITS Maintenance and Network Deployment Guidance and Support Management System-wide	Active	\$6,000,000	RR-16-9194, PSB 16-3 Item 5
Illinois Tollway	I-88 Roadway Reconstruction, York Rd to I-290 Phase III Subcontract	Active	\$296,398	RR-13-4116, PSB 17-3 Item 18
Illinois Tollway	ITS Services Upon Request, Phase II Subcontract	Active	\$700,000	RR-18-4355, PSB 18-1, Item 5



## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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	Elgin O'Hare Western Access, West Extension
Illinois Procurement Bulletin Number	22041926
Contract Number	I-18-4361
Vendor Name	Parsons Transportation Group Inc.
Doing Business As (DBA)	
Disclosing Entity	Parsons Construction Group Inc.
Disclosing Entity's Parent Entity	Parsons Corporation
Subcontractor	N/A
Instrument of Ownership or Beneficial Interest	Choose an item. <input checked="" type="checkbox"/> If you selected Other, please describe: Subchapter S Corporation, Parsons Corporation



## 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
Parsons Corporation	100 W Walnut Street, Pasadena, CA 91124	100%	N/A

**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
Parsons Corporation	100 W Walnut Street, Pasadena, CA 91124	100%	N/A

## 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 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 contract: N/A

## 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: No persons disclosed.

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

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



## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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

### STEP 6

#### EXPLANATION OF AFFIRMATIVE RESPONSES

(All 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.

**STATE OF ILLINOIS**  
**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: Parsons Construction Group Inc.

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

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

Signature: \_\_\_\_\_

Date: August 22, 2018

Printed Name: Ashay V. Dalvi

Title: Vice President and Assistant Secretary

Phone Number: 626.440.3084

Email Address: Ashay.Dalvi@parsons.com

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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	Elgin O'Hare Western Access, West Extension
Illinois Procurement Bulletin Number	22041926
Contract Number	I-18-4361
Vendor Name	Parsons Transportation Group Inc.
Doing Business As (DBA)	
Disclosing Entity	Parsons Corporation
Disclosing Entity's Parent Entity	Parsons Corporation Employee Stock Ownership Trust
Subcontractor	N/A
Instrument of Ownership or Beneficial Interest	Choose an item. <input checked="" type="checkbox"/> If you selected Other, please describe: Corporate Stock (S Corporation)

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 1

#### SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontractor 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
Parsons Corporation Employee Stock Ownership Trust	570 Lexington Avenue, Suite 1903, New York, NY 10022	100%	N/A

**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
N/A	N/A	No distributive income	N/A

## 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 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 contract: N/A



## 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: No persons disclosed.

13. 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
14. 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
15. 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
16. 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
17. 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
18. 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: No persons disclosed.

21. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☐ No
22. 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

23. 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
24. 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
25. 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
26. 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
27. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☐ No
28. 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
29. 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
30. 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.

**STATE OF ILLINOIS**  
**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: Parsons Corporation

11. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No
12. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☒ No
13. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No
14. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☒ No
15. 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.

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Agency	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: Parsons Corporation

Signature: \_\_\_\_\_

Date: August 22, 2018

Printed Name: Ashay V. Dalvi

Title: Vice President and Corporate Controller

Phone Number: 626.440.3084

Email Address: Ashay.Dalvi@parsons.com

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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	Elgin O'Hare Western Access, West Extension
Illinois Procurement Bulletin Number	22041926
Contract Number	I-18-4361
Vendor Name	Parsons Transportation Group Inc.
Doing Business As (DBA)	
Disclosing Entity	Parsons Corporation Employee Stock Ownership Trust
Disclosing Entity's Parent Entity	N/A
Subcontractor	N/A
Instrument of Ownership or Beneficial Interest	Choose an item. <input checked="" type="checkbox"/> If you selected Other, please describe: ESOP Trust

## 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. No individuals have a percentage of ownership that exceeds 5% or a dollar value of ownership that exceeds \$106,447.20. See attachment.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership

**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. No individuals have a percentage of ownership that exceeds 5% or a dollar value of ownership that exceeds \$106,447.20. See attachment.

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



August 16, 2018

RE: Illinois Tollway  
State of Illinois – Financial Disclosures and Conflicts of Interest Forms

Per Step Two of the Financial Disclosures and Conflicts of Interest Forms Package, Parsons Transportation Group Inc. submits this letter in order to provide details into the ownership and control of the company to ensure compliance with Illinois Procurement Code Sections 30 ILCS 500/50-13 and 30 ILCS 500/50-35 (globally, the "Procurement Code").

Procurement Code section 30 ILCS 500/50-35(a) requires "disclosures of the financial interests of the contractor, bidder or proposer..." Subsection(b) then states, "Disclosures shall include any ownership or distributive income share that is in excess of 5% or an amount greater than 60% of the annual salary of the Governor, of the disclosing entity or its parent entity, whichever is less..."

In this case, the 'parent entity' of PTG is Parsons Corporation, a qualified subchapter S corporation organized and existing under the laws of Delaware. (PTG and Parsons Corporation are together referred to herein as "Parsons.") In interpreting this requirement, we understand that 60% of the Governor's salary is \$106,447.20. Further, we understand 'distributive income share' to mean "any type of distribution of profits" or the right to a distribution of profits.

First, it should be stated that PTG is 100% owned by Parsons Corporation. In determining the sufficiency of the Parsons Submittal in respect of the ownership of Parsons Corporation, we point to the previously disclosed fact that 100% of the shares of Parsons Corporation are held in the Parsons Corporation Employee Stock Ownership Trust (the "Trust") by a single shareholder/trustee, Newport Trust Company (the "Trustee"). A Policy Committee appointed by the Chairman and CEO directs the Trustee in voting the stock in the Trust. We submit that these disclosures meet the statutory requirements with respect to ownership.

However, in the spirit of serving the public policies in supporting the specific requirements of the Procurement Code, we would also point out that the Parsons Corporation stock in the Trust, which is acquired by way of a contribution by Parsons Corporation to the Trust, is held for the benefit of current and former employees of Parsons Corporation and its subsidiaries who are participants (the "Participants") in the Parsons Corporation Employee Stock Ownership Plan ("ESOP"). As of February 28, 2018, there were 16,258 ESOP Participants, none of whom has a participation interest greater than one-tenth of one percent.

The ESOP is, essentially, a retirement plan. Generally, no withdrawal of shares may be made unless a Participant either (1) retires from Parsons at age 65 or retires at age 62 after fully vesting, or (2) is no longer employed by Parsons and qualifies for distribution due to severe financial hardship, conflict of interest, death, or permanent disability. In respect of "distributive income shares," there are no current plans for distributions of income made in respect of Parsons Corporation stock, such as dividends or profit sharing. Accordingly, no Participant has a distributive income share in respect of Parsons Corporation. We submit that this disclosure meets the requirements of the Procurement Code.

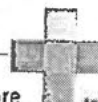
Given the foregoing, it is obvious that the individual financial interest of any one person or entity in respect of the Contract is extremely small and very indirect insofar as it might affect Parsons' stock value or the ultimate income or other financial benefit of any Participant. In our view, this fact directly addresses the concerns of the State in establishing the disclosure requirements of the Procurement Code.

Thank you for your attention to this matter. If you have any questions, please contact the undersigned.

Chris G. Monahan  
Vice President and Deputy General Counsel  
Parsons Corporation

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Parsons PLUS envision more



## 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 amount value over \$50,000)  
(Subcontractors with subcontract amount 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 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 contract: N/A

## 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: No persons disclosed.

19. 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
20. 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
21. 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
22. 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
23. 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
24. 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: No persons disclosed.

31. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☐ No
32. 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

33. 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
34. 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
35. 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
36. 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
37. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☐ No
38. 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
39. 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
40. 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: Parsons Corporation Employee Stock Ownership Trust

16. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No
17. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☒ No
18. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No
19. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☒ No
20. 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. See attachment.

### 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 INTEREST

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

Please explain the procurement relationship:

<p align="center"><b>STEP 9</b> <b>SIGN THE DISCLOSURE</b> <small>(All vendors must complete regardless of annual bid value or contract value) Subcontractors with subcontract annual value of more than \$50,000 must complete</small></p>
---

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: Parsons Corporation Employee Stock Ownership Trust

Signature: \_\_\_\_\_

Date: August 22, 2018

Printed Name: Ashay V. Dalvi

Title: Vice President and Corporate Controller

Phone Number: 626.440.3084

Email Address: Ashay.Dalvi@parsons.com





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/22/2018

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 LIC #CA 0C19812 Lockton Companies, LLC-1 Kansas City  444 W. 47th Street, Suite 900  Kansas City, MO 64112-1906		CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No.): E-MAIL ADDRESS: RiskManagement.Parsons@parsons.com
INSURED Parsons Transportation Group Inc.  100 M Street SE, Suite 1200  Washington, DC 20003-3515		INSURER(S) AFFORDING COVERAGE INSURER A: NATIONAL UNION FIRE INS CO OF PITTS 19445 INSURER B: LEXINGTON INS CO 19437 INSURER C: INSURANCE CO OF THE STATE OF PA 19429 INSURER D: AMERICAN HOME ASSUR CO 19380 INSURER E: INSURER F:

**COVERAGES**

CERTIFICATE NUMBER: 54417974

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	17587105	01/01/18	01/01/19	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CA4288069	01/01/18	01/01/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	11665435	01/01/18	01/01/19	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
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	X	WC014629533 (AOS) WC014629532 (CA) WC014629535 (MA/WT) WC014629534 (FL)	01/01/18 01/01/18 01/01/18 01/01/18	01/01/19 01/01/19 01/01/19 01/01/19	<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
B	ARCHITECTS & ENGINEERS PROFESSIONAL LIABILITY			11665420	01/01/18	01/01/19	EA CLAIM 5,000,000 POLICY AGG 5,000,000

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

RE: Job No. 649117; Contract No. is I-18-4361. Elgin O'Hare Access, West Extension;  
See attached Special Clauses and Endorsements.

**CERTIFICATE HOLDER****CANCELLATION**

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

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**ENDORSEMENT**

This endorsement, effective 12:01 01/01/2018 forms a part of  
A.M. Policy No. CA4288069 issued to PARSONS CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

**SCHEDULE**

**ADDITIONAL INSURED**

Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person's or organizations liability arising out of the use of a covered "auto".

Section II - Liability Coverage, A. - Coverage, 1. - Who Is An Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
  1. The coverage and/or limits of this policy, or
  2. The coverage and/or limits required by said contract or agreement.

87950 (09/14)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ENDORSEMENT**

Insurance Primary as to Certain Additional Insureds

This endorsement, effective 12:01 A.M. 01/01/2018 forms a part of

Policy No. CA4288069

issued to: PARSONS CORPORATION

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

**SCHEDULE**

Name of Person or Organization

WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

## ENDORSEMENT

This endorsement, effective 12:01 1/1/2018 forms a part of

A.M. Policy No. CA4288069 issued to PARSONS CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

*This endorsement modifies insurance provided under the following:*

#### **BUSINESS AUTO COVERAGE FORM**

**Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:**

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if"

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.	WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.	WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2018 forms a part of

policy No.GL 17587105 issued to PARSONS CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT

**PRIMARY COVERAGE FOR SPECIFIED PERSONS OR  
ORGANIZATIONS NAMED AS ADDITIONAL INSURED –  
ONGOING AND COMPLETED OPERATIONS**

*This endorsement modifies insurance provided under the following:*

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The following paragraph is added to **SECTION II – WHO IS AN INSURED** and applies only to persons or organizations we have added to your policy as additional insureds by endorsement to comply with insurance requirements of written contracts relative to: a) the performance of your ongoing operations for the additional insured; or b) "your work" performed for the additional insured sans included in the "products-completed hazard" :

This insurance is primary over any similar insurance available to any person or organization we have added to this policy as an additional insured. However, this insurance is primary over any other similar insurance only if the additional insured is designated as a named insured in the Declarations of the similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded by this endorsement is primary.

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, if it is not primary as defined in the paragraph above.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:** WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

## Schedule

WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/18 Policy No. WC014629533 (AOS)

Endorsement No.

Insured: Parsons Transportation Group Inc.

Premium \$

Company: INSURANCE CO OF THE STATE OF PA

Countersigned By

WC 00 03 13  
(Ed. 4-84)

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AGENT COPY

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 12:01 AM 01/01/18 forms a part of Policy No. WC014629532 (CA)

Issued to: Parsons Transportation Group Inc.

By: AMERICAN HOME ASSUR CO

Premium: INCL

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

### Schedule

#### Person or Organization

Illinois State Toll Highway Authority

2700 Ogden Avenue

Downers Grove, IL 60515

#### Job Description

WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

WC 04 03 06  
(Ed. 4-84)

Countersigned by



Authorized Representative

# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE

10/22/2018

NAME OF INSURED: Parsons Transportation Group Inc.

## Special Clauses

### Additional Insured:

Except as respects Workers Compensation and Professional Liability Coverage and solely as respects work performed by the named insured, the Illinois State Toll Highway Authority is included as an additional insured but only to the extent of the named insureds negligence.

### Waiver of Subrogation:

Solely as respects work performed by the named insured, the company(ies) agree to waive all rights of subrogation, where required by contract entered into prior to loss, against the Illinois State Toll Highway Authority.

### Primary Insurance:

Where required by contract and where applicable, the insurance evidenced herein is primary and non-contributing to valid and collectible coverage maintained by the Illinois State Toll Highway Authority.

### Excess Liability:

Excess Liability follows form over the General Liability and Automobile Liability policies.

### Cancellation Notice:

The named insured, Parsons Corporation or its Insurance Broker shall notify the certificate holder of any cancellation, or reduction in coverage or limits, of any insurance within thirty (30) days of receipt of insurers' notification to that effect.



# Contract Information Sheet

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

Consultant Name: Parsons Transportation Group, Inc.

Contract Number: I-18-4361

Proposal Date: 10/5/2018

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 No.: I-18-4361Consultant: Parsons Transportation Group, Inc**EXHIBIT B: FEE CALCULATIONS****A. DIRECT LABOR (without overtime)**11,284.00  
(Total Work Hours  
from Exhibit A)\$ 53.72  
(Average Hourly  
Rate )TOTAL DIRECT SALARY \$ 606,176.48

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 \$ 1,697,294.14**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 60,000.00**C. SERVICES BY OTHERS**Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ 1,119,702.45Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ 301,791.86TOTAL SERVICES BY OTHERS \$ 1,421,494.31**D. ADDITIONAL SERVICES (Prime Consultant)**\$ 263,594.12

(Requires prior authorization before use)

**ADDITIONAL SERVICES (Subconsultants)**\$ 213,224.15

(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES \$ 476,818.27

(Requires prior authorization before use)

**E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)**\$ 3,655,606.72

Contract No.: I-18-4361 Consultant: Parsons Transportation Group, 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](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)** \$ 60,000.00



## ALLOWABLE DIRECT COSTS

**09.12.2018**

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 (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	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>
- 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 CM 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 CM Manual allowance.

Contract No.: I-18-4361

Consultant: Parsons Transportation Group, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** Jeffrey R. Hall, PE

**Project Engineer:** Richard Hill, PE

**Resident Engineer:** \_\_\_\_\_

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** Todd Ude, PhD, PE, SE

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:** Name: Roger DiGuilio, PE, SE

Classification: Structural QC/QA

Name: Mark Peterson, PE

Classification: Roadway QC/QA

Name: Stephen F. Mayer, PhD, PE

Classification: Traffic and Tolling Analysis

Name: Gregory T. Gaides, PE

Classification: Financial and Economic Impact Analysis

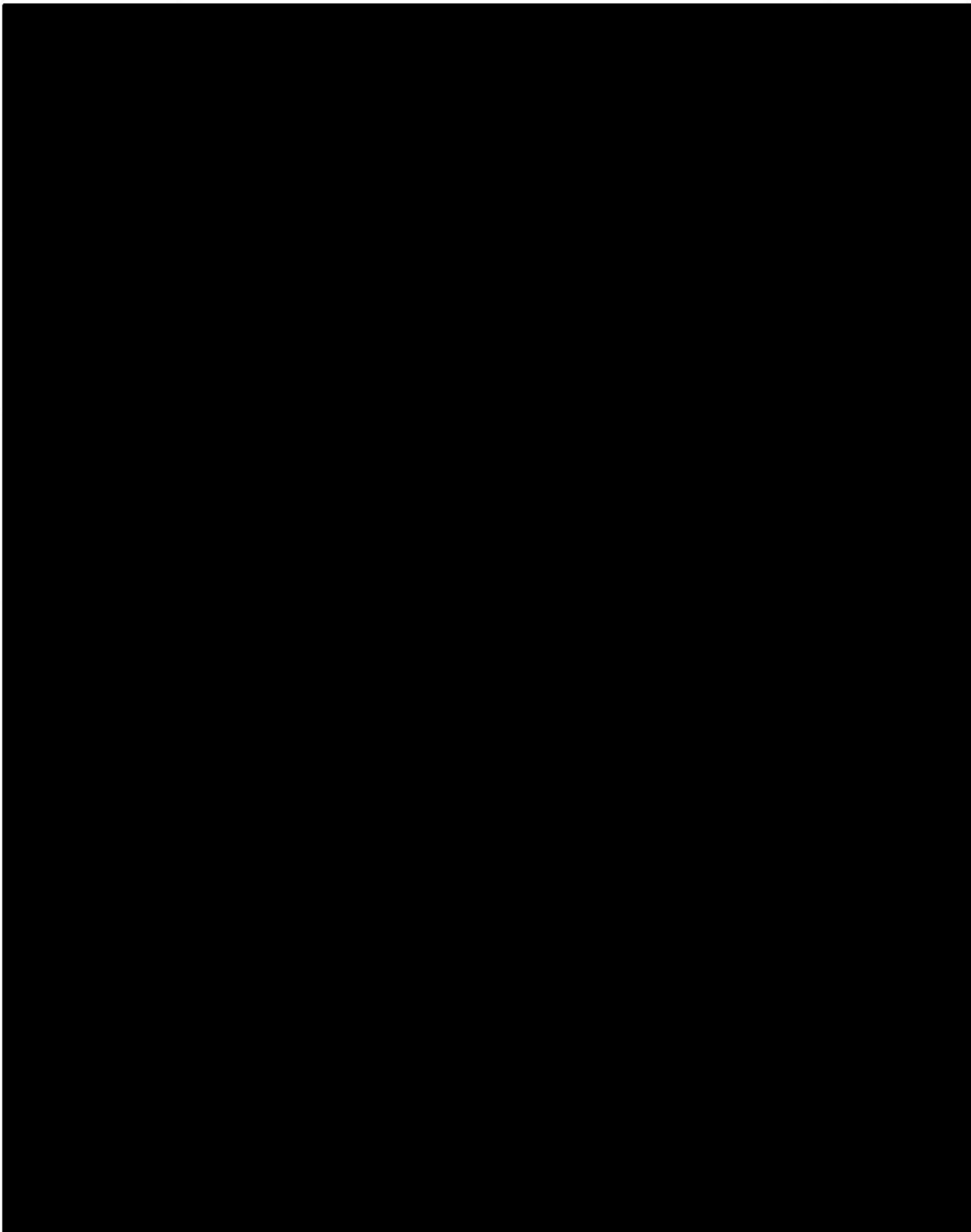
**PARSONS**

**Jeffrey R. Hall, PE**

**PROJECT MANAGER**



**PARSONS**



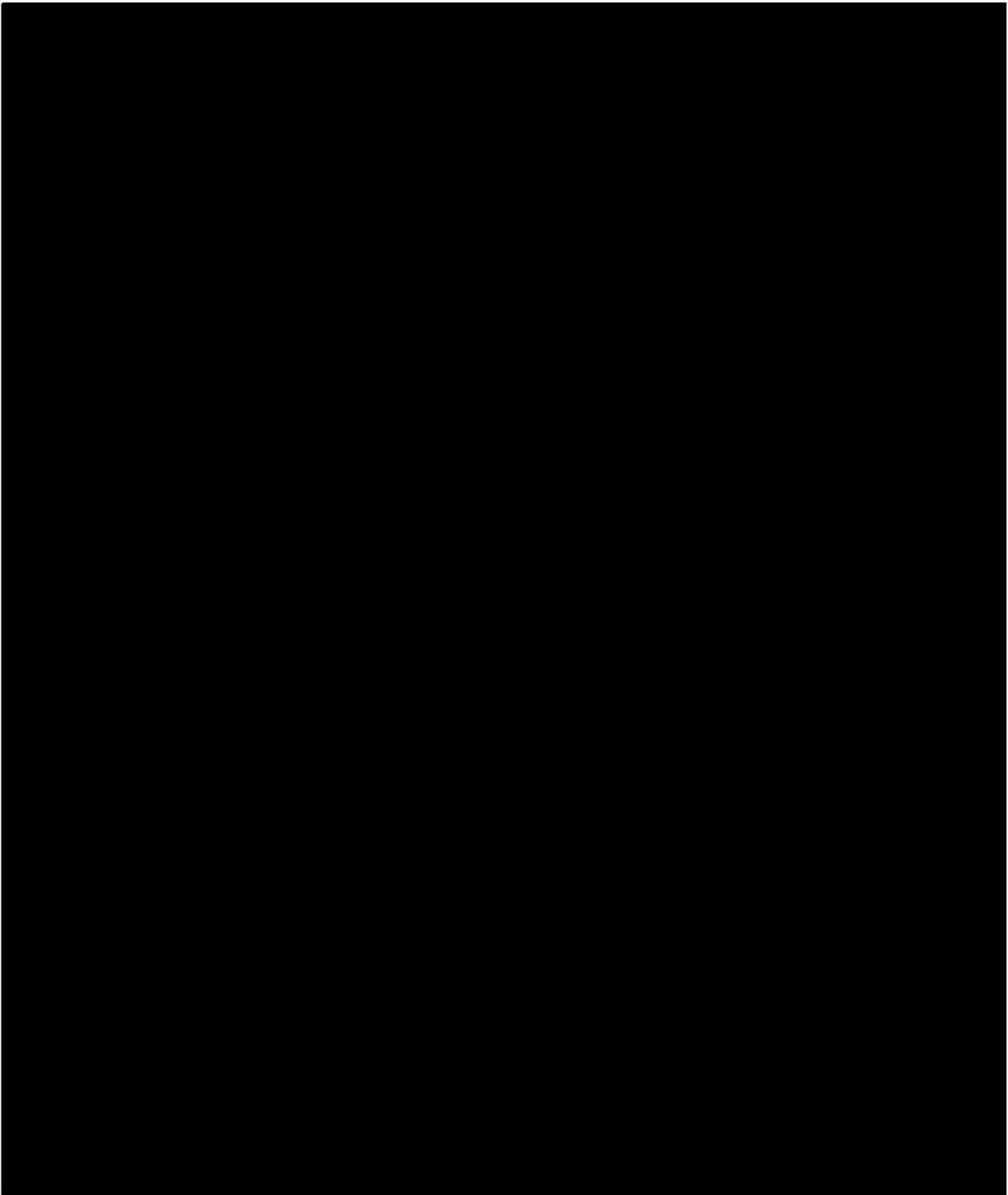


**PARSONS**

**Richard Hill, PE**

**PROJECT ENGINEER/MASTER PLAN LEAD**

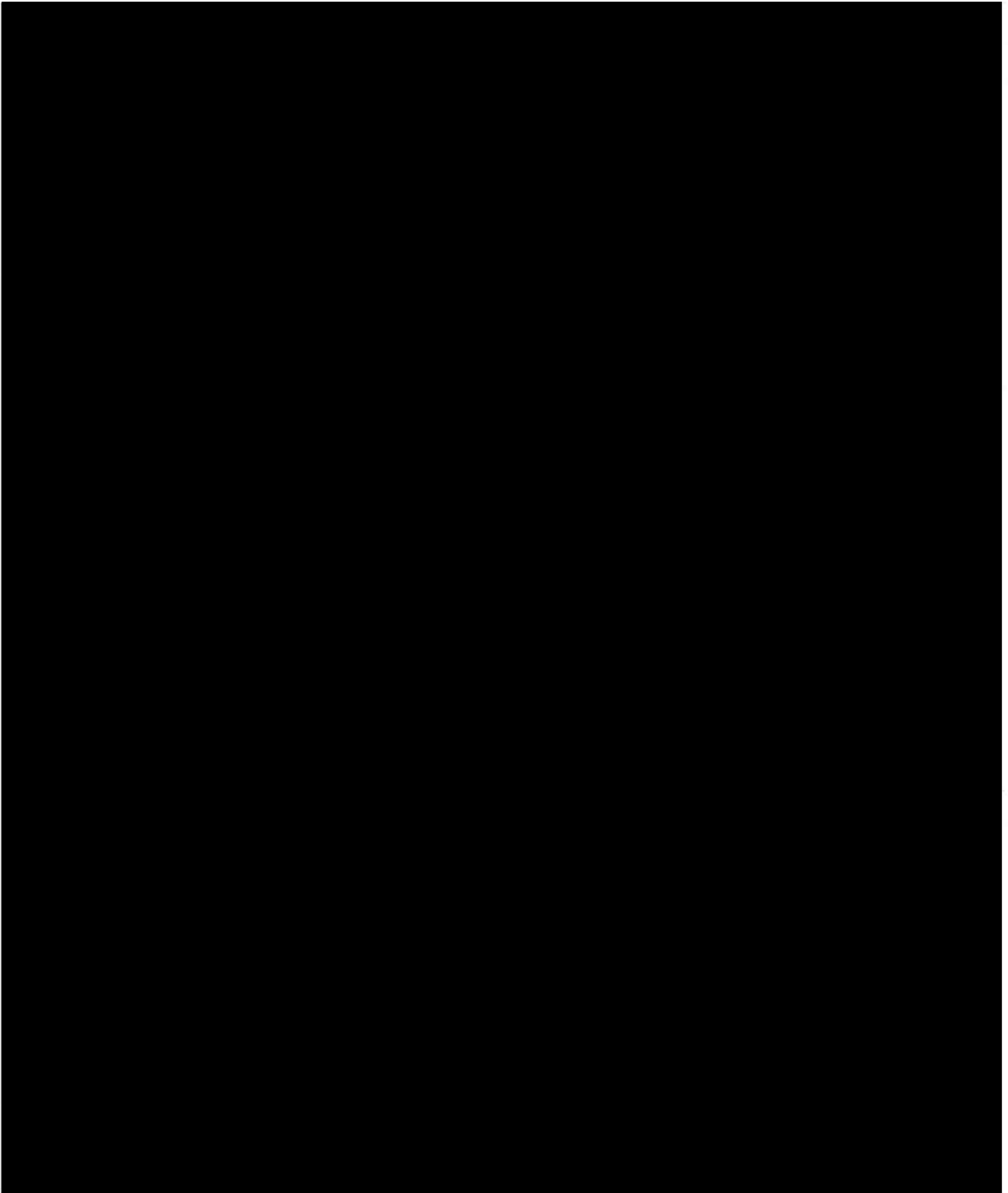
**PARSONS**



**PARSONS**

**TODD UDE, PHD, PE, SE**

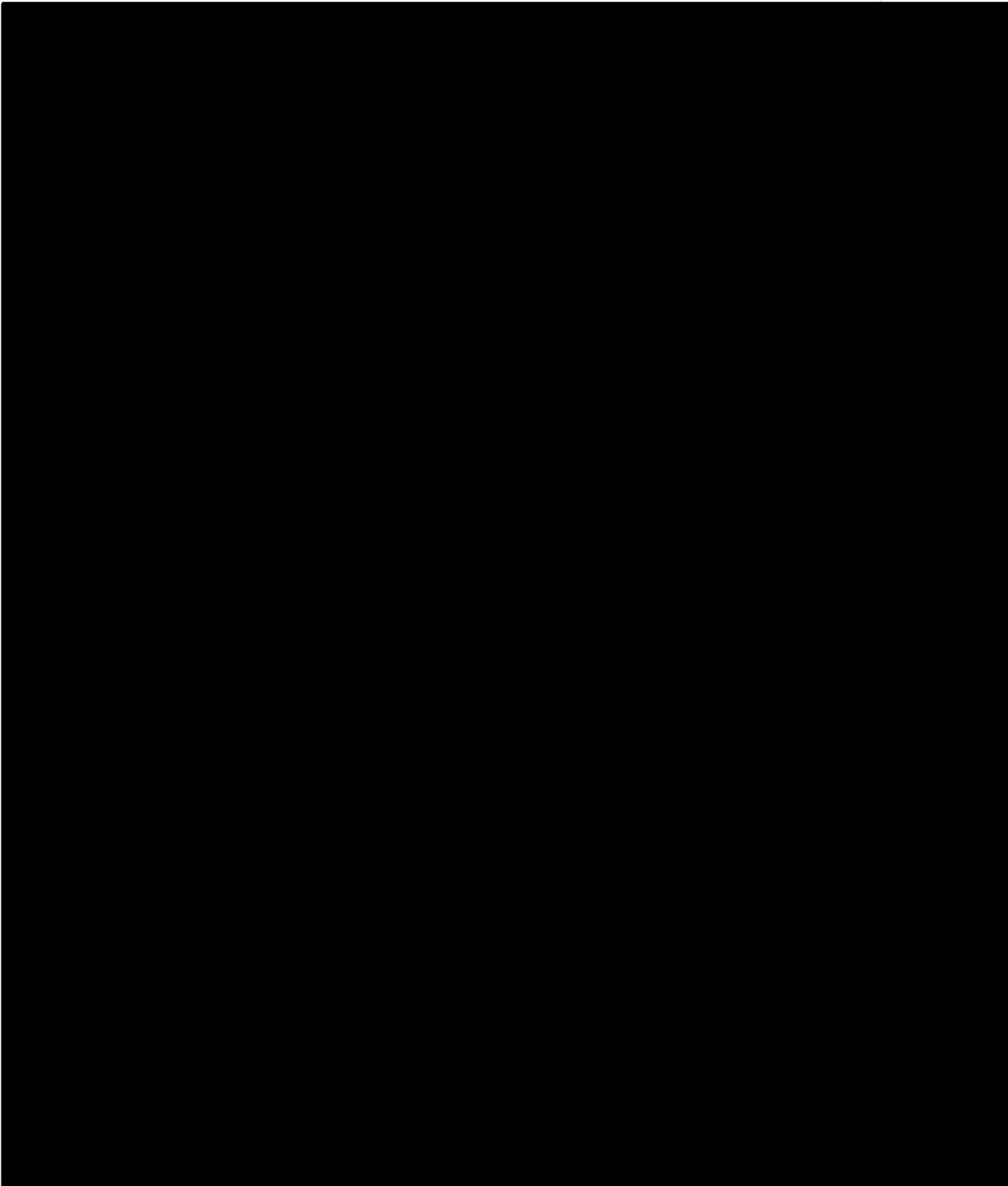
**STRUCTURAL DESIGN/STRUCTURES (HIGHWAY BRIDGES: TYPICAL)**



**PARSONS**

**ROGER DIGIULIO, PE, SE**

**QC/QA STRUCTURAL**





**PARSONS**

**Mark Peterson, PE**

**QC/QA ROADWAY & AGENCY COORDINATION**



**EXHIBIT 11**

**Page 100 of 240**

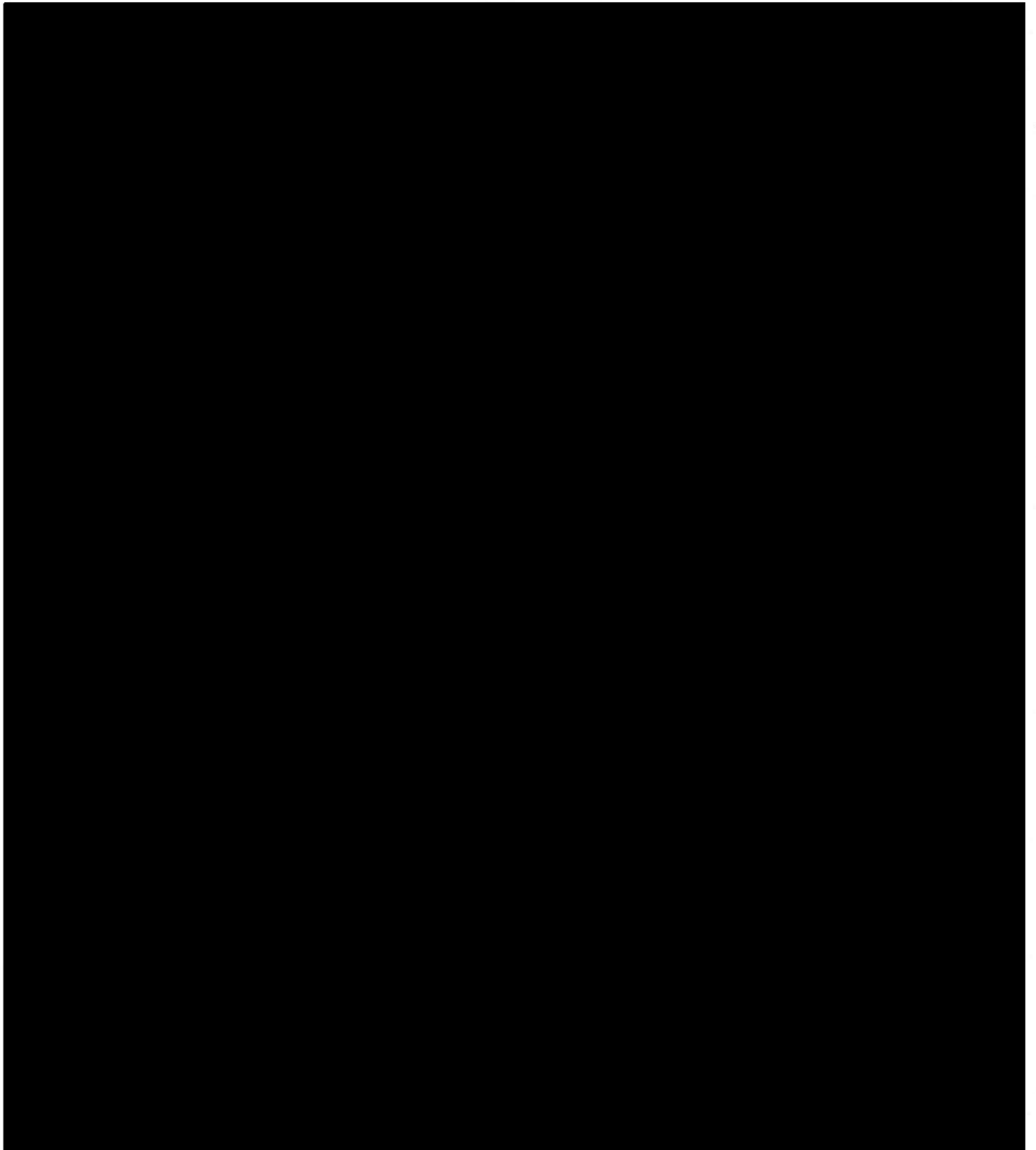


**PARSONS**

**STEPHEN F. MAYER, PhD, PE**

**TRAFFIC AND TOLLING ANALYSIS**





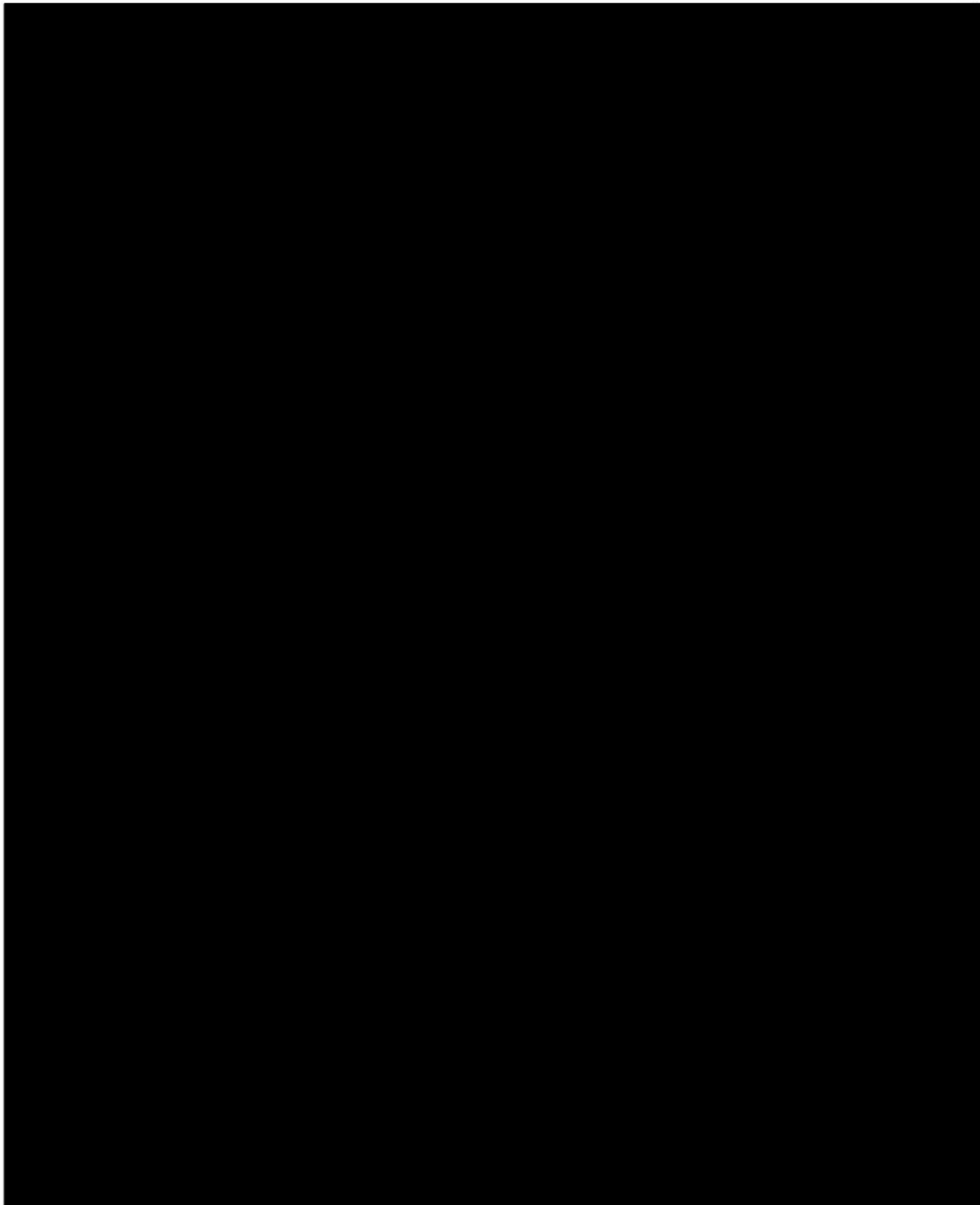
**PARSONS**

**GREGORY T. GAIDES, PE**

**FINANCIAL AND ECONOMIC IMPACT ANALYSIS**



**PARSONS**





**EXHIBIT F**

**Contract No. I-18-4361**

**Parsons Transportation Group, Inc**

**SCOPE OF SERVICES**

See attached

September 24, 2018

Scope of Services for Illinois Route 390 at U.S. Route 20 Interchange Improvement Phase I Study from Lake Street interchange to County Farm Road for Planning Studies and Master Plan engineering services required for an engineering study on the Elgin O'Hare Western Access Tollway between Lake Street (M.P. 5.8) and County Farm Road in DuPage County.

1. Planning Studies

a. Assumptions

- i. Tollway will provide existing aerials from Nearmaps and existing GIS for all environmental desktop surveys for the study area summarized in the 2017 IDOT Feasibility Study
  1. Area extends west of Prospect Avenue, north of North Avenue, east of Lake Street at IL390 interchange, and south of Stearns Road
- ii. Tollway will obtain existing and proposed CADD files including right-of-way and survey control from IDOT for the 2017 IDOT Feasibility Study and previous studies

b. Kickoff meetings

- i. Introductory kickoff individual agency meeting
  1. Hanover Park
  2. Bartlett
  3. DuPage County DOT
  4. DuPage County SMC
  5. IDOT
  6. Streamwood

c. Survey (See Survey Scope by Atlas for scope items)

d. Data Collection

- i. Review 2017 IDOT Feasibility Study
- ii. Obtain and review maintenance records from the Tollway, IDOT, DuPage County, Hanover Park, and Bartlett for IL390, Lake Street, County Farm Road, and Greenbrook Boulevard (See Scope by OSEH for scope items).
- iii. Research DuPage County PIN records on ownership on adjacent properties (See Scope by GMA for scope items).
- iv. Obtain and review As-Built Plans
  1. IL390 at Lake Street interchange
  2. Lake Street
  3. County Farm Road
  4. Greenbrook Boulevard
- v. Provide AM & PM Peak Hour turning movements and 24-Hour traffic counts
  1. Utilize cameras to collect Miovision camera counts (See Scope by GSG for scope items).
    - a. WB IL390 Ramp at Lake Street
    - b. EB Lake Street to EB IL390 Ramp
    - c. WB Lake Street to EB IL390 Ramp
    - d. Lake Street at Greenbrook Boulevard
    - e. Greenbrook Boulevard at Arlington Drive
    - f. Greenbrook Boulevard at County Farm Road
    - g. County Farm Road at Ontarioville Road
    - h. County Farm Road at Lake Street
    - i. Lake Street at Ontarioville Road

e. Evaluate existing conditions

- i. Assumed no crash analysis required
- ii. Evaluate existing conditions utilizing Synchro (See Scope by Wood for scope items).
  1. IL390 at Lake Street interchange
  2. Lake Street at Greenbrook Boulevard
  3. Greenbrook Boulevard at Arlington Drive

4. Greenbrook Boulevard at County Farm Road
5. County Farm Road at Ontarioville Road
6. County Farm Road at Lake Street
7. Lake Street at Ontarioville Road
- iii. Lake Street bridge over IL390 (See Bridge Scope by Juneau for scope items)
  1. Inspect bridge
  2. Prepare Bridge Condition Report
  3. Identify bridge repair items
- f. Environmental Studies
  - i. Complete GIS level desktop analysis prior to beginning detailed field studies
  - ii. Assume FHWA coordination meetings
    1. Kickoff meeting
    2. Purpose and Need meeting
    3. Alternative analysis summary meeting
    4. Preferred alternative meeting
    5. Public Hearing Summary/pre-FONSI meeting
  - iii. Prepare Cooperating Agency and Section 106 Consulting Party letters
  - iv. Submit Environmental Survey Request to IDOT for processing (See Scope by GSG for scope items).
  - v. Assumed ESIS and EED not required with EA
  - vi. Assumed no CSS
  - vii. Assumed no NEPA/404 merger process
  - viii. Prepare Purpose and Need: Assumed that need will be based on traffic operational deficiencies in the project area. Results from traffic analysis task will be incorporated into the purpose and need. The Purpose and Need will document the project has logical termini and independent utility.
  - ix. Alternatives Development and Evaluation: The alternatives developed for this project will be defined in the Alternatives Section of the Environmental Assessment. The discussion will include a general description of the proposed improvements, the amount of right-of-way required, the extent that each alternative satisfies the purpose and need, and maps and exhibits, as appropriate, to define each alternative. The Preferred Alternative will be developed through an iterative process to minimize impacts to the extent practicable. This development will be documented as appropriate in the Environmental Assessment.
  - x. Social, Economic, and Environmental Resources and Impact Identification: Resource evaluation will be conducted in accordance with the IDOT BDE Manual. For each resource category in which the project will have an impact, the discussion will address (1) existing conditions, (2) probable impacts of the alternative(s) (including direct impacts and foreseeable impacts and/or cumulative impacts, as applicable), (3) measures to minimize harm, and (4) (where appropriate) the mitigation proposed.
    1. Key assumptions used to develop the level of effort are summarized below:
    2. Social/Economic – Minimal right-of-way impacts anticipated. Evaluation will cover relocations; changes in travel patterns; economic impacts; change in land use and economic development; community cohesion; public facilities and services; Title VI and other protected groups; environmental justice; and pedestrian and bicycle facilities. (See Scope by Wood for scope items).
    3. Agriculture – No NRCS or IDOA coordination required. Minimal to no farmland impacts anticipated.
    4. Cultural – No cultural resources surveys. Cultural sign-off will be provided from IDOT ESR process.
    5. Air Quality – Assumed Tollway will coordinate with CMAP to have project included in the Long-Range Plan which is needed before FONSI could be signed. Conformity determination language will be included. Construction-related particulate matter and low potential MSAT effect standard language will be used. Review project for COSIM

analysis and coordinate COSIM pre-screen analysis with IDOT if necessary. No PM<sub>2.5</sub> analysis is required. (See Scope by Wood for scope items).

6. Noise – Conduct noise analysis with the ISTHA Traffic Noise Study and Abatement Policy. This will include identify noise sensitive receptors; field noise monitoring; determining existing and predicted future traffic noise levels; determining noise impacts; and evaluating noise abatement where noise impacts are identified. A Noise Study Report will be prepared. Community outreach/survey will not be conducted as part of the noise abatement recommendation.
7. Natural Resources – INHS will conduct three-season surveys for T&E species/habitat and wildlife resources. INHS will submit IDNR EcoCAT. INHS will conduct migratory bird analysis. INHS will conduct bat survey efforts and with that will assess trees for potential habitat. Complete tree evaluation (See Tree Evaluation Scope by 2im for scope items). No cover type mapping/analysis required. No state-designated natural areas within the project area. No Biological Assessment required.
8. Water Resources and Aquatic Habitats – No streams within the project area. West Branch of DuPage River crosses existing IL390 east of Lake Street. It is anticipated that only geometric changes to the pavement marking is necessary and the existing culvert will not be impacted or extended.
9. Groundwater – No karst topography or seeps within the project area. Well information to be provided with PESA.
10. Floodplains – No floodplains within project area.
11. Wetlands – Wetlands within the project area will be delineated. A wetland report will be prepared. Wetland Impact Evaluation forms will be prepared for all wetlands identified in the project area. Assumed mitigation will be through purchase of credits at a wetland bank. See Wetland Scope by GSG for scope items.
12. Special Waste – Prepare Preliminary Environmental Site Assessment (PESA). See PESA Scope by Wood for scope items.
13. Special Lands – No special lands within project area.
14. Section 4(f) Evaluation – No Section 4(f) resources within project area.
15. Permits – Permits that will be required for this project will be identified in the EA.
- x. Prepare Federal Environmental Assessment (See Scope by 2im for scope items).
- xii. Submit Draft EA
- xiii. Address Draft EA comments
- xiv. Submit Final EA
- xv. Prepare FONSI
- g. Coordination
  - i. Present existing analysis at individual agency meeting
    1. Hanover Park
    2. Bartlett
    3. DuPage County DOT
    4. DuPage County SMC
    5. IDOT
  - ii. Public Information Meeting
    1. Existing conditions public information meeting after completion of existing analysis to introduce project and existing issues.
    2. Conduct 1 dry run meeting with Tollway.
    3. Conduct 1 public information meeting as open house format.
    4. Coordinate site scheduling.
    5. Prepare public information meeting invitation.
    6. Determine invitees and send invitations (See Scope by GMA for scope items).
    7. Prepare public information meeting notice and publish.
    8. Prepare public information meeting brochure, sign-in sheets, and comment forms.
    9. Prepare automated presentation slide show in PowerPoint with voiceover.
    10. Prepare graphics for existing conditions at 3 locations based on photographs.

11. Prepare public information meeting exhibits. (See Scope by GSG for scope items).
  - a. Location Map
  - b. Existing Aerials with existing mapping, existing typical sections, existing lane configurations, drainage problems
  - c. Traffic Analysis
12. Collect and compile public information meeting comments. Responses are not anticipated.
13. Prepare public information meeting summary.
- h. Utilities (See Scope by Wood for scope items).
  - i. Research
    1. Assume Tollway will provide existing mapping, permits, agreements, and contact list from IDOT and Tollway right-of-way.
    2. Review existing permits and agreements provided by the Tollway and IDOT.
    3. Research as-built plans for utility information.
    4. Initiate JULIE and Tollway locate requests.
    5. Review existing survey.
  - ii. Contact utility companies
    1. Develop utility contact list.
    2. Prepare and distribute letters and project exhibits for requesting utility information from utility companies and local agencies.
  - iii. Existing utility maps
    1. Prepare existing utility maps based on permits, as-builts, locates, and utility atlas maps.
    2. Prepare and distribute preliminary strip maps to utility companies and agencies.
  - iv. Incorporate utility company markups
    1. Follow up coordination with utility companies.
    2. Update plans for utility company markups.
  - v. Potential conflicts
    1. Identify potential utility conflicts with proposed design.
    2. Coordinate with design team to resolve or confirm potential conflicts.
    3. Identify costs and schedule and additional requirements.
    4. NOI's are not included in the scope.
    5. Identify SUE needs at completion during concept plan.
    6. Identify ROW availability and needs.
    7. Identify need for utility company relocation agreements during concept plan.
  - vi. DUR
    1. DUR are not included in scope.
  - vii. Reports
    1. Create report regarding existing facilities and utility impacts.
- i. Traffic projections
  - i. Tollway traffic engineer will provide ADT traffic projections for the following scenarios on counted roadways
    1. Existing no-build configuration
    2. Addition of only EB IL390 from County Farm Road to Lake Street
    3. Extension of IL390 from Lake Street to County Farm Road
  - ii. Develop peak hour intersection turning movement projections at counted intersections for the following scenarios
    1. Existing no-build configuration
    2. Addition of EB IL390 from County Farm Road to Lake Street
    3. Extension of IL390 from Lake Street to County Farm Road
- j. Alternative Analysis
  - i. IL390 at Lake Street interchange alternative analysis
    1. Add EB IL390 from County Farm Road to existing IL390
      - a. Assume 2 alternatives

2. Extend WB IL390 from west terminus to County Farm Road
  - a. Assume 3 alternatives
- ii. County Farm Road at extended IL390 alternative analysis
  1. Add EB IL390 from County Farm Road to existing IL390
    - a. Assume 2 alternatives for County Farm Road intersection
  2. Extend IL390 from west terminus to County Farm Road intersection
    - a. Assume 2 alternatives for County Farm Road intersection
  3. Extend IL390 from west terminus to County Farm Road interchange (See Scope by Juneau for scope items).
    - a. Assume 2 alternatives for County Farm Road interchange
- iii. IL390 extension from Lake Street to County Farm Road alignment alternative analysis
  1. Assume 2 alternatives for IL390 extension from Lake Street to County Farm Road
- iv. Needs evaluation at remaining counted intersections
  1. Identify capacity needs but not analyze geometrics for projected traffic scenarios (See Scope by Wood for scope items).
- v. Study design flexibilities and potential innovations related to IL390 extension related to berming, noise walls, landscaping, and local road improvements (See Scope by OSEH for scope items).
- vi. Identify economic impact benefit of IL390 extension
  1. Assume high level development and job creation benefit without economic modeling
  2. Assume toll revenue analysis to be completed by Tollway Traffic Engineer.
- vii. Identify potential ITS and tolling locations (See ITS and Tolling Scope by Singh for scope items)
- k. Maintenance of Traffic Analysis (See MOT Scope by Wood for scope items)
  - i. Feasibility level analysis of MOT for preferred alternative
  - ii. Determine design criteria
  - iii. Determine MOT typical sections for stages on IL390 WB ramp, IL390 EB ramp, Lake Street, and County Farm Road
- l. Lighting Analysis for IL390 extension from County Farm Road to Lake Street (See Lighting Scope by Singh for scope items)
- m. Drainage Studies (See Drainage scope by 2im for scope items)
- n. Geotechnical Analysis (See Geotechnical Scope by GSG for scope items)
  - i. Assume pavement design to be completed by Tollway
    1. IL390 extension
    2. County Farm Road widening
    3. Lake Street widening
- o. Retaining Wall Analysis (See Scope by Wood for scope items).
  - i. Prepare retaining wall alternatives
    1. Assume 1 retaining wall locations with 2 alternatives
2. Master Planning Studies
  - a. Prepare Master Plans for Preferred Alternative
    - i. Assumed extension of IL390 from Lake Street to County Farm Road
    - ii. Alignment (See Scope by GSG for scope items).
    - iii. Typical Sections (See Scope by GSG for scope items).
    - iv. Maintenance of Traffic Plans (See Master Plan Scope by Wood for scope items)
    - v. Plans and Profiles (See Scope by Singh for scope items).
    - vi. Drainage Plans (See Master Plan Scope by 2im for scope items)
    - vii. Pavement Marking Plans (See Master Plan Scope by OSEH for scope items)
    - viii. Signing Plans (See Master Plan Scope by OSEH for scope items)
    - ix. Retaining Wall Plans (See Scope by Wood for scope items).
    - x. Noise Wall Plans (See Scope by Wood for scope items).
    - xi. Lighting Plans (See Master Plan Scope by Singh for scope items)
  - b. Prepare Master Plan Report
    - i. Summarize existing conditions
    - ii. Summarize design criteria



- iii. Summarize design deviations
  - iv. Summarize alternative analysis
  - v. Summarize drainage studies (See Master Plan Scope by 2im for scope items)
  - vi. Summarize structural analysis
    - 1. No TS&L is included in the scope
  - vii. Summarize preferred alternative
  - viii. Summarize benefits
  - ix. Summarize staging concept (See Master Plan Scope by Wood for scope items)
  - x. Summarize contract packaging (See Master Plan Scope by Wood for scope items)
  - xi. Provide project schedule (See Scope by GMA for scope items).
  - xii. Prepare cost estimate of preferred alternative
    - 1. Cost estimate for project
    - 2. Cost estimate for cost sharing between stakeholders
  - xiii. Submit Draft Master Plan Report
  - xiv. Address Draft comments
  - xv. Present Master Plan to Tollway
  - xvi. Submit Final Master Plan Report
  - c. Provide Constructability Review of Final Master Plan Report (See Constructability Scope by GSG for scope items)
  - d. Prepare three-dimensional roadway modeling of preferred alternative for Tollway use
  - e. INVEST Planning Evaluations
  - f. Coordination
    - i. Present preferred alternative at individual agency meetings
      - 1. Hanover Park
      - 2. Bartlett
      - 3. DuPage County DOT
      - 4. DuPage County SMC
      - 5. IDOT
    - ii. Public Hearing to present preferred alternative
      - 1. Public Hearing after completion of draft master plan to present alternative analysis and preferred alternative
      - 2. Conduct 1 dry run meeting with Tollway.
      - 3. Conduct 1 public information meeting as open house format.
      - 4. Coordinate site scheduling.
      - 5. Prepare public information meeting invitation.
      - 6. Update mailing list and send invitations (See Scope by GMA for scope items).
      - 7. Prepare public information meeting notice and publish.
      - 8. Prepare public hearing brochure, sign-in sheets, and comment forms.
      - 9. Prepare automated presentation slide show in PowerPoint with voiceover.
      - 10. Prepare graphics for proposed conditions at 3 locations based on existing graphics.
      - 11. Prepare public hearing exhibits.
        - a. Location Map (See Scope by GSG for scope items).
        - b. Preferred Alternative with existing mapping, existing and proposed typical sections, existing and proposed lane configurations, drainage problems and concepts
        - c. Existing and Proposed Traffic Analysis (See Scope by GSG for scope items).
        - d. Alternatives for IL390 extension, Lake Street interchange, County Farm intersection / interchange
        - e. Proposed Implementation Plan
      - 12. Collect and compile public hearing comments. Responses are not anticipated.
      - 13. Prepare public hearing summary.
3. Concept Plans
  - a. Prepare 30% Concept Plans for Preferred Alternative Initial Stage
    - i. Assumed Addition of EB IL390 from County Farm Road to Lake Street



- ii. Alignment (See Scope by GSG for scope items).
    - iii. Typical Sections (See Scope by GSG for scope items).
    - iv. Maintenance of Traffic Plans (See Concept Plan Scope by Wood for scope items)
    - v. Plans and Profiles (See Scope by Singh for scope items).
    - vi. Roadway Details (See Scope by GSG for scope items).
    - vii. Drainage Plans (See Concept Plan Scope by 2im for scope items)
    - viii. Pavement Marking Plans (See Concept Plan Scope by OSEH for scope items)
    - ix. Signing Plans (See Concept Plan Scope by OSEH for scope items)
    - x. Traffic Signal Plans (See Concept Plan Scope by Wood for scope items)
    - xi. Lighting Plans (See Concept Plan Scope by Singh for scope items)
    - xii. ITS / Tolling Plans (See Concept Plan Scope by Singh for scope items)
    - xiii. Retaining Wall Plans (See Scope by Wood for scope items).
    - xiv. Noise Wall Plans (See Scope by Wood for scope items).
    - xv. Bridge Repair Plans (See Concept Plan Scope by Juneau for scope items)
    - xvi. Cross Sections (See Scope by OSEH for scope items).
    - xvii. Plat and Legals are not included in the scope
  - b. Prepare Interchange Design Study at Lake Street at IL390 interchange
  - c. Prepare Intersection Design Study at EB IL390 at County Farm Road intersection (See Concept Plan Scope by Wood for scope items)
  - d. Prepare Concept Plan Report for Preferred Alternative Initial Stage
    - i. Summarize existing conditions
    - ii. Summarize design criteria
    - iii. Summarize design deviations
    - iv. Summarize drainage studies (See Concept Plan Scope by 2im for scope items)
    - v. Summarize structural analysis
      - 1. No TS&L is included in the scope
    - vi. Summarize preferred alternative initial stage
    - vii. Design calculations
    - viii. Barrier Warrant Analysis (See Barrier Warrant Analysis Scope by GSG for scope items)
      - 1. Provide 1 sample location along IL390 extension
    - ix. Summarize maintenance and operating budget (See Scope by GMA for scope items).
    - x. Summarize contract packaging (See Concept Plan Scope by Wood for scope items)
    - xi. Provide project schedule (See Scope by GMA for scope items).
    - xii. Prepare cost estimate of preferred alternative initial stage
      - 1. Cost estimate for initial stage
      - 2. Cost estimate for cost sharing between stakeholders
        - a. IGA preparation is not included in the scope
    - xiii. Submit Draft Concept Plan Report
    - xiv. Address Draft comments
    - xv. Present Concept Plan to Tollway
    - xvi. Submit Final Concept Plan Report
  - e. Provide Constructability Review of Draft Concept Plan Report (See Constructability Scope by GSG for scope items)
  - f. INVEST Design Evaluations
4. Project Management and administration
- a. Provide project management staffing, scheduling, and budgeting.
  - b. Prepare and submit monthly invoices including Tollway monthly status reports.
  - c. Attend monthly Tollway Book meetings, prepare agenda and minutes.
  - d. Attend Tollway review meetings, prepare agenda and minutes.
  - e. Hold team coordination meetings.
5. Quality Program
- a. Develop Consultant Quality Program.
  - b. Follow Consultant Quality Program.
  - c. Attend Tollway Quality Audit meetings.

**EXHIBIT G****Contract No. I-18-4361****Parsons Transportation Group, Inc****CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
I-90	I-90 and Systemwide, Construction	\$5,000,000.00	\$65,000.00	2019
Various	Design Upon Request, Systemside	\$374,528.00	\$118,000.00	2019
RR-14-5703	(Subcontract)			
Various	TIMS Maintenance	\$8,534,822.00	\$1,380,000.00	2020
RR-14-9156				
Various	ITS Maintenance and Network Deployment	\$6,000,000.00	\$3,643,000.00	2021
RR-16-9194	Guidance and Support Management			
	Systemwide			
I-88	I-88 Roadway Reconstruction, York road to	\$296,398.00	\$180,000.00	2019
RR-13-4116	I-290 Phase III (Subcontract)			
Various	Intelligent Transportation Systems (ITS)	\$700,000.00	\$700,000.00	2020
RR-18-4355	Services Upon Request.Phase II			
	Engineering Services and Construction			
	Management Services (Subcontract)			
U.S. 52	U.S. 52 Phase I/II Engineering Services for	\$9,178,943.00	\$250,000.00	2019
PTB 158-018	New Mississippi River Bridge			
U.S. 45	U.S. 45 Millburn Bypass Phase II Design	\$1,667,473.00	\$5,000.00	2018
PTB 164-04	Services			
Various	CREATE Environmental Services Task	\$750,000.00	\$74,000.00	2018
PTB 169-044	Order			
I-270	Chain of Rocks Mississippi River Bridge	\$1,185,501.00	\$140,000.00	2018
PTB 174-015	Phase I			
Various	IDOT SCAT Projects	\$2,400,000.00	\$890,000.00	2020
Various				
Various	Various ITS Subcontracts	\$670,154.00	\$184,000.00	2019
Various				
U.S. 30	U.S. 30 Bascule Bridges Rehab Phase I	\$856,248.00	\$656,000.00	2019
PTB 184-005				

I-270 PTB 185- 020	Chain of Rocks Mississippi River Bridge Phase II	\$2,217,753.00	\$2,200,000.00	2020
I-90/94 PTB 186- 001	I-90/94 (Kennedy Expressway) at Montrose Avenue Bridge Phase II (Subcontract)	\$16,000.00	\$15,000.00	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****1 Atlas Engineering Group, Ltd.**

Direct Labor	\$ 225,782.34
Direct Costs	\$ 35,930.00
Services by Others	
Additional Services **	
Total this Subconsultant (ULC)	\$ 261,712.34

**2 2im Group, LLC**

Direct Labor	\$ 254,282.59
Direct Costs	\$ 12,000.00
Services by Others	
Additional Services **	
Total this Subconsultant (ULC)	\$ 266,282.59

**3 GSG Consultants, Inc.**

Direct Labor	\$ 192,640.00
Direct Costs	\$ 58,000.00
Services by Others	\$ -
Additional Services **	\$ -
Total this Subconsultant (ULC)	\$ 250,640.00

**4 OSEH Inc.**

Direct Labor	\$ 108,298.23
Direct Costs	\$ 1,982.77
Services by Others	\$ -
Additional Services **	\$ -
Total this Subconsultant (ULC)	\$ 110,281.00

**5 Singh & Associates Inc.**

Direct Labor	\$ 66,133.76
Direct Costs	\$ 327.00
Services by Others	\$ -
Additional Services **	\$ -
Total this Subconsultant (ULC)	\$ 66,460.76

**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 DBE/MBE/WBE Subconsultants: \$ 955,376.69

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 955,376.69

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 26.13%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 28.17%

Project No. I-18-4361Consultant: Parsons Transportation Group, Inc.**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 Griggs Mitchell & Alma of IL, LLC dba GMA Construction Group**

Direct Labor	\$ 44,968.00
Direct Costs	\$ 1,000.00
Services by Others	
Additional Services **	
Total this Subconsultant (ULC)	\$ 45,968.00

**2 Juneau Associates, Inc., P.C.**

Direct Labor	\$ 100,402.76
Direct Costs	\$ 17,955.00
Services by Others	
Additional Services **	
Total this Subconsultant (ULC)	\$ 118,357.76

**3 Wood Environment & Infrastructure Solutions, Inc.**

Direct Labor	\$ 298,426.86
Direct Costs	\$ 3,365.00
Services by Others	\$ -
Additional Services **	\$ -
Total this Subconsultant (ULC)	\$ 301,791.86

**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: \$ 466,117.62

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 466,117.62

## Contract Information Sheet

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

Consultant Name: Atlas Engineering Group, Ltd.

Contract Number: I-18-4361

Proposal Date: 10/5/2018

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

**I-18-4361**

**Atlas Engineering Group, Ltd.**

<b>Grand Total Exhibit A Hours</b>	<b>2095</b>
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MONTHS of YEAR 2018







**Consultant:** Atias Engineering Group, Ltd.

## EXHIBIT B: FEE CALCULATIONS

**A. DIRECT LABOR (without overtime)**

<b>TOTAL DIRECT SALARY \$</b>	<b>80,636.55</b>
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2.80

<b>DIRECT REGULAR SALARY TIMES MULTIPLIER</b>	<b>\$</b>	<b>225,782.34</b>
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### B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

<b>TOTAL DIRECT COSTS</b>	<b>\$</b>	<b>35,930.00</b>
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### C. SERVICES BY OTHERS

<b>TOTAL SERVICES BY OTHERS</b>	<b>\$</b>	<b>-</b>
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#### D. ADDITIONAL SERVICES (Prime Consultant)

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

**E. MAXIMUM ALLOWABLE FEE** (Upper Limit of Compensation)

**\$ 261,712.34**

Contract No.: I-18-4361 Consultant: Atlas Engineering Group, Ltd.

**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](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)**

**\$ 35,930.00**

## ALLOWABLE DIRECT COSTS

**09.12.2018**

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 (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	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>
- 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 CM 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 CM Manual allowance.



Contract No.: I-18-4361

Consultant: Atlas Engineering Group, Ltd.

**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. I-18-4361**

**Atlas Engineering Group, Ltd.**

**SCOPE OF SERVICES**

See Attached

**EXHIBIT F****CONTRACT NO. I-18-4361****ATLAS ENGINEERING GROUP, LTD.****SCOPE OF SERVICES****GENERAL SUMMARY**

Parsons Transportation Group's overall project scope is to perform Phase I Engineering Services for Planning Studies and Master Plan Services for the Elgin O'Hare Western Access, West Extension. The project consists of that portion of the Elgin O'Hare Western Access, West Extension east of County Farm Road.

**ATLAS ENGINEERING GROUP, LTD.'s DETAILED SCOPE OF SERVICES**

Atlas Engineering Group, Ltd. (AEG) scope of services includes providing the following services:

**Data Collection and Review**

AEG will collect and review existing Data, Plans, Plats, and Reports provided by the Tollway and Prime Consultant.

**Topographic Survey**

AEG will provide full topographic survey along the following locations:

- Within the existing ROW of Lake St. from the north radius returns at Ontarioville Road to the south radius return of Greenbrook Blvd.
- Within the existing ROW of the proposed IL 390 corridor from County Farm Road to centerline of Lake Street, including approximately 500-feet north and south of the proposed IL 390 alignment along County Farm Road
- Ramp from SB Lake Street to EB IL 390 (West side of Lake Street)
- Existing IL 390 from the centerline of Lake Street east to the grass shoulder gore on the EB IL 390 entrance ramp from WB Lake St. (Approximately 0.25 Miles). The width of the survey and cross section will be 200-feet from the back of outside most shoulder or to the existing ROW whichever is shorter

AEG will survey of the delineated wetlands boundaries within the survey locations above.

AEG will establish horizontal and vertical control along the corridor. Tollway to provide locations of nearby existing bench marks and horizontal control monuments.

AEG will verify existing ROW within the project limits and will include data collection and data review of Plats of Highway from the IDOT and the Tollway DCM and will include locating ROW and property pins and monuments in the field.

AEG will pick up trees after they have been tagged by others.

Survey cross section locations will be as follows:

- 50-foot centers in paved areas
- 100-foot centers in open land areas

Marked and visible utilities will be located.

**EXHIBIT F****CONTRACT NO. I-18-4361****ATLAS ENGINEERING GROUP, LTD.****SCOPE OF SERVICES**

Pipe invert elevation data will be gathered at all accessible sewer manholes and drainage structures. Top of pipe elevations will be shot for water main.

Survey will be in accordance with IDOT survey manual.

AEG will complete and submit Field Work Access Request forms as required

AEG will complete and submit Standard Lane and Shoulder closure forms as required

AEG will use a Tollway approved Traffic Control company for lane and shoulder closures as required

AEG will take photos along the route as necessary.

AEG will develop base survey dgn file and T.I.N. model.

**Supplemental Topographic Survey**

AEG will provide up to 2-weeks of supplemental topographic survey with a 2-man crew as directed by Parsons Transportation Group.

The Survey Base dgn and T.I.N. model will be updated based on supplemental survey

**Meetings and Coordination**

The scope for this item includes attending the following meetings:

- One Kick Off Meeting
- Weekly Conference Calls as Necessary (Assume 25 weeks)

**Quality Assurance/Quality Control**

The scope for this item includes:

- Development of a CQP
- Providing QA/QC

**SCOPE ASSUMPTIONS**

AEG's scope does not include the following:

1. Plat of Highways/Plat of Survey/Boundary Survey
2. Alta Survey
3. Providing an Arborist for identifying tree species & conditions
4. Wetland Delineation
5. Utility Coordination (Utility atlases provided by Other)
6. Stream/Hydraulic Survey
7. Cutting Cross Section Plan Sheets
8. Detailed survey of Over Head signs
9. Pond Depths

**EXHIBIT G****Contract No. I-18-4361****Atlas Engineering Group, Ltd.****CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
PTB 171-5	Ph I Var. Tr. Count Data & Crash Reports,	\$1,000,000.00	\$214,960.00	9/30/2018
PTB 184-7	CM Upon Request	\$500,000.00	\$195,918.00	12/30/2019
PTB 185-28	Field Collection of Traffic Data, Subcontract to GHA	\$1,480,339.00	\$1,113,325.00	10/31/2020
PTB 175-03	Various Traffic Signal Projects-SCAT, Subcontract to GHA	\$100,000.00	\$60,700.00	3/31/2021
PTB 173-20	Project Support & Management, Subcontract to Baxter and Woodman	\$106,000.00	\$9,091.00	6/28/2018
RR-16-9198	Construction Management Upon Request- Systemwide Non Roadway	\$2,000,000.00	\$1,673,500.00	9/30/2019
I-14-4193	I-90 at Roselle Road, Interchange, (MP 65.5). Construction Management Services, Subcontract to GHA	\$746,903.00	\$330,213.00	7/31/2018
RR-13-4116	Reagan Memorial Tollway Roadway, Ph III CM, Subcontract to HR Green	\$340,824.00	\$197,281.00	1/15/2020
I-17-4682	Elgin O'Hare Western Access CUR, Subcontract to HLR	\$480,000.00	\$467,722.00	12/31/2020
RR-16-4254	Roadway & Bridge Rehab, Reagan Memorial Tollway, Subcontract to d'Escoto/Burns & Mac	\$318,531.00	\$256,390.00	12/30/2018
I-17-4307	Tri-State DUR, Subcontract to A. Epstein & Sons	\$600,156.00	\$495,815.00	8/31/2019

Contract No.: I-18-4361

Consultant: Atlas Engineering Group, Ltd.

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

\*\* 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):

Project No. I-18-4361Consultant: Atlas Engineering Group, Ltd.**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	\$ -
Additional Services **	\$ -
Total this Subconsultant (ULC)	\$ -

4 \_\_\_\_\_

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

9 \_\_\_\_\_

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

5 \_\_\_\_\_

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

10 \_\_\_\_\_

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

\*\* Additional services funds require prior authorization before use

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

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

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



## Contract Information Sheet

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

Consultant Name: 2IM Group, LLC

Contract Number: I-18-4361

Proposal Date: 10/5/2018

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 No.:** I-18-4361

**Consultant:** 2IM Group, LLC

## EXHIBIT B: FEE CALCULATIONS

**A. DIRECT LABOR** (without overtime)

2,357.00  
 (Total Work Hours  
 from Exhibit A)

\$ 38.53  
(Average Hourly  
Rate )

**TOTAL DIRECT SALARY \$ 90,815.21**

**Multiplier to be used on this project:**

**Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)**

2.80

<b>DIRECT REGULAR SALARY TIMES MULTIPLIER</b>	\$	254,282.59
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#### B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

<b>TOTAL DIRECT COSTS</b>	<b>\$</b>	<b>12,000.00</b>
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### C. SERVICES BY OTHERS

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

<b>Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont))</b>	<b>\$</b>	<b>-</b>
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TOTAL SERVICES BY OTHERS	\$	-
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#### D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

### ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

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

<b>E. MAXIMUM ALLOWABLE FEE</b> (Upper Limit of Compensation)	<b>\$ 266,282.59</b>
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**Contract No.:** I-18-4361 **Consultant:** 2IM Group, 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](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

## Tree tags

**TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized)**

\$ 12,000.00

## ALLOWABLE DIRECT COSTS

**09.12.2018**

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 (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	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	
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	
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>
- 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 CM 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 CM Manual allowance.

Contract No.: I-18-4361

Consultant: 2IM Group, 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: Luis Montgomery

Senior Engineer: \_\_\_\_\_

Others:      Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_



**LUIS MONTGOMERY, PE, CPESC**

2IM Group, LLC

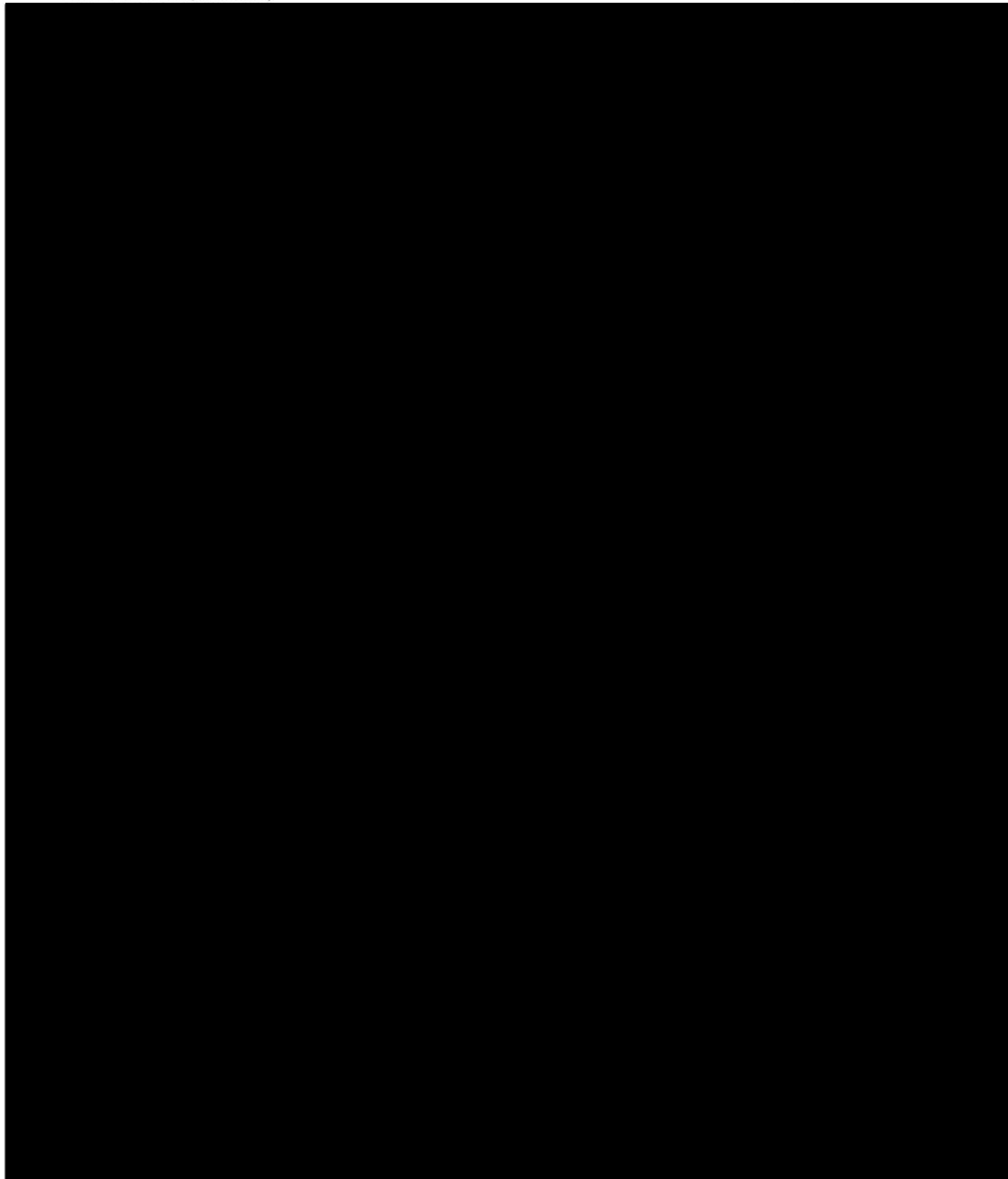
118 South Clinton Street

Suite 350

Chicago, IL 60661

Phone: 312-441-9554

LUIS MONTGOMERY, P.E.  
Page Two  
EXPERIENCE: (continued)



**EXHIBIT F**

**Contract No. I-18-4361**

**2IM Group, LLC**

**SCOPE OF SERVICES**

Civil Engineering and Environmental Services, including Master Plan and Drainage Plans for the Location Drainage Study scope.

## EXHIBIT F

**Contract No. I-18-4361 (Base Contract)**

**2IM Group, LLC**

### SCOPE OF SERVICES

**Project Route:** Elgin-O'Hare Western Access (IL-390) – Western Extension

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**Project Limits:** Lake Street Ramps to County Farm Road

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**County:** DuPage County

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#### **Drainage Master Plan & Concept Report**

- Location Drainage Study Background
  - Roadway, Cross Streets, and Interchange features
    - IL 390 Mainline: 5,100 feet
    - Cross Streets; 1,000 feet
    - Interchanges; 4,000 feet
  - Coordination with Local Agencies
    - DuPage County Highway
    - DuPage County Stormwater Management
    - Hanover Park
  - Coordination with Illinois Department of Transportation
  - Coordination with IDNR and USACE will be BY OTHERS
  - Review of Identified Drainage Problems
  - Review of Outlets, Flood Protection Elevations, and Floodways
  - NO ANALYSIS OF MAJOR DRAINAGE CULVERT (West Branch DuPage River)
- Prepare Existing Drainage System
- Prepare Proposed Drainage System

#### **Tree Survey**

- Measure trees larger than 6" DBH
- Determine species
- Determine volunteer or ornamental
- Determine health
- Determine structure (single stem, multi-stem, etc.)
- Northern Long Eared Bat habitat (YES or NO)
  - Bat rating/percentage will not be done
  - Bat survey will not be done
- Tree Location through GPS
- Prepare Tree Survey report

#### **Environmental Services**

- Various Environmental Evaluation



**EXHIBIT G****Contract No. I-18-4361****2IM Group, LLC****CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
I-355 Veterans Memorial Tollway I-55 to Butterfield Road	Phase II Engineering Services	\$403,228.43	\$40,473.67	Jun-18
Reagan Memorial Tollway Annie Glidden Road to IL 56	Phase II Engineering Services	\$255,819.54	\$18,192.48	Jun-18
Environmental Studies Upon Request. Phase I and Phase II Engineering.	Phase II Services	\$150,000.00	\$150,000.00	Dec-18
Design Corridor Manager for Tri-State (I-294) from Balmoral to 95th Street	Phase II Services	\$760,860.00	\$708,966.79	Dec-22
Consulting Engineer Services	General Engineering Consultant	\$1,533,288.84	\$1,427,009.93	Dec-21
EOWA -Pratt Boulevard to Touhy Avenue Phase II Engineering Services	Phase II Engineering Services	\$275,000.00	\$208,948.34	Dec-18

I-294 St. Charles Road to North Ave.	Phase II Engineering Services	\$1,248,000.00	\$1,219,654.85	Dec-19
DUR - Systemwide	Phase II Engineering Services	\$185,000.00	\$153,363.70	Dec-18
EOWA - West Extension. Phase I	Phase I Engineering Services	TBD	Awaiting NTP	TBD
DUR - Systemwide	Phase II Engineering Services	\$180,000.00	\$180,000.00	TBD
Edens Spur Construction Management	Phase III Engineering Services	\$419,984.00	\$419,984.00	TBD
Landscape Service Upon Request	Phase II/III Engineering Services	\$8,000,000.00	\$8,000,000.00	Dec-24

Contract No.: I-18-4361

Consultant: 2IM Group, LLC

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

\*\* Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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: Griggs Mitchell & Alma of IL, LLC dba GMA Construction Group

Contract Number: I-18-4361

Proposal Date: 10/5/2018

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







**I-18-4361**

**GMA CONSTRUCTION GROUP**

## MONTHS of YEAR 2020

[illegible]

**Consultant:** Griggs Mitchell & Alma of IL, LLC dba GMA Construction Group

**A. DIRECT LABOR (without overtime)**

Multiplier to be used on this project: 2.80

Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)

(For Prime Consultant listed above.)

Page 156 of 240

**Consultant:** Griggs Mitchell & Alma of IL, LLC  
dba GMA Construction Group

## ALLOWABLE DIRECT COSTS

**09.12.2018**

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 (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	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>
- 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 CM 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 CM Manual allowance.

Contract No.: I-18-4361

Griggs Mitchell & Alma of IL, LLC dba GMA  
Consultant: Construction Group

**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. I-18-4361**

**Griggs Mitchell & Alma of IL, LLC dba GMA Construction Group**

**SCOPE OF SERVICES**

**GMA Construction Group will provide management and design assistance services that include document control, cost estimating and scheduling assistance, assist with project scope development and contract tracking, and assist in the creation of a project master plan.**

**EXHIBIT G**

**Contract No. I-18-4361**

**Griggs Mitchell & Alma of IL, LLC dba GMA Construction Group**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
I11-4013	PMO Contract	99,115.00	Ongoing	Ongoing/Current
I174013	PMO Contract	1,902,000.00	Ongoing	Ongoing/Current
RR184377	Systemwide Maintenance Facilities Construction Management Upon Request	520,000.00	Ongoing	Ongoing/Current

Contract No.: I-18-4361

Consultant: Griggs Mitchell & Alma of IL, LLC dba GMA  
Construction Group**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)	\$ -

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 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) **EXHIBIT "1"**DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services) **Page 163 of 240**

Project No. I-18-4361Consultant: Griggs Mitchell & Alma of IL, LLC dba GMA  
Construction Group**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: GSG Consultants, Inc.

Contract Number: I-18-4361

Proposal Date: 10/5/2018

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

**I-18-4361**

**GSG Consultants, Inc.**

<b>Grand Total Exhibit A Hours</b>	<b>1720</b>
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[illegible]

**I-18-4361**

**GSG Consultants, Inc.**

MONTHS of YEAR 2019		TOTAL HOURS

[illegible]



I-18-4361

**GSG Consultants, Inc.**

## TOTAL HOURS

EXHIBIT "1"  
Page 168 of 240

**Consultant:** GSG Consultants, Inc.

**A. DIRECT LABOR** (without overtime)

Multiplier to be used on this project: 2.80

Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)

TOTAL DIRECT COSTS	\$	58,000.00
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TOTAL SERVICES BY OTHERS	\$	-
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<b>E. MAXIMUM ALLOWABLE FEE</b> (Upper Limit of Compensation)	<b>\$ 250,640.00</b>
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Contract No.: I-18-4361 Consultant: GSG Consultants, 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](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)** **\$ 58,000.00**

## ALLOWABLE DIRECT COSTS

**09.12.2018**

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
<b>Vehicles</b>	
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)
<b>Parking</b>	Actual Cost
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	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>
- 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 CM 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 CM Manual allowance.

Contract No.: I-18-4361

Consultant: GSG Consultants, 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: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_



## **EXHIBIT F**

**Contract No. I-18-4361**

**GSG Consultants, Inc.**

### **SCOPE OF SERVICES**

The anticipated project base scope will include the following improvements:

- 1) Extension of I-390 Mainline from Lake Street to County Farm Road – approximately 4,100 feet - 25 borings to 15 feet (150 foot spacing). We also included 10 borings to a depth of 10 feet for soil delineation
- 2) County Farm Road intersection – 300 feet north and south – 5 borings to 10 feet, we will collect 5 pavement cores from the intersection
- 3) Preliminary Retaining wall along mainline extension – 12 borings to 30 feet
- 4) Wetland survey of Mainline Extension project limits

GSG will Layout the soil borings based on the site reconnaissance. GSG will also contact DIGGER/JULIE 48-hour prior to starting the field activities and clear underground utilities at the site.

We will prepare Roadway Geotechnical Report for the Mainline Alignment and Ramp Alignment, including new embankments. The reports will include exhibits showing boring location, boring log, soil test data, and results of all special studies and analyses (foundations, slope stability), engineering recommendation for the proposed project, construction considerations, and all other information specified by the ISTHA Geotechnical Manual (2018).

GSG will conduct a wetland delineation on the project area according to the requirements of the US Army Corps of Engineers, Chicago District (USACE), Cook County Watershed Management Ordinance, and DuPage County Stormwater Ordinance. The wetland delineation involves documenting the conditions of the site including determining the quality of the wetland through a complete inventory of vegetation and habitat that occurs within the wetland, a detailed analysis of soil conditions, and identification of indicators of hydrology. Wetland boundaries will be marked in the field with flags or stakes marked "wetland delineation." The wetland boundary will be recorded using a hand-held GPS unit for preliminary planning and for inclusion in the wetland delineation report.

The wetland delineation report will include a preliminary determination of the jurisdictional status of all waters observed within the project area. The jurisdictional status of the waters will provide insight to necessary permit approvals from USACE, Cook County, and DuPage County.

Wetland boundaries are required to be surveyed by a professional land surveyor for inclusion on all site development drawings. The cost to survey any wetland boundaries is not included in this scope. Permit application, coordination, and wetland mitigation is not included as part of the scope at this time.

Provide the following engineering support services:

Collect 4 pavement cores for chloride testing for the existing Lake St. bridge

Constructability Reviews in accordance with Tollway policy.

CADD support. We had estimated 126 hours for development of Typical Sections.

Traffic count effort at nine intersections using Camera and other miscellaneous support

Environmental Survey Request

CADD Support

Barrier Warrant Analysis

Public Meeting Exhibits

**EXHIBIT G****Contract No. I-18-4361****GSG Consultants, Inc.****CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
4032	Environmental - Various	\$900,000.00	\$25,000.00	12/31/2018
4300	Geotechnical - I294	\$2,310,302.96	\$1,465,000.00	3/31/2019
4302	Geotechnical - I294	\$470,000.00	\$102,000.00	3/1/2019
4656	Geotechnical - EOWA	\$1,225,000.00	\$545,000.00	3/1/2019
4659	Assessment and CM	\$2,275,000.00	\$250,000.00	12/31/2018
4677	Geotechnical - EOWA	\$556,000.00	\$511,000.00	3/1/2019
4257	Environmental - Various	\$750,000.00	\$645,000.00	12/31/2020
9775	GEC	\$10,724,576.00	\$8,700,000.00	12/31/2021
4281	CM - 159th Street Bridge	\$1,647,571.00	\$900,000.00	3/1/2019
4301	Geotechnical - I294	\$762,000.00	\$209,000.00	3/1/2019
4298	Geotechnical - I294	\$1,125,000.00	\$1,025,000.00	3/1/2019

Contract No.: I-18-4361

Consultant: GSG Consultants, Inc.

**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):

Project No. I-18-4361Consultant: GSG Consultants, Inc.**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: Juneau Associates, Inc., P.C.

Contract Number: I-18-4361

Proposal Date: 10/5/2018

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



**I-18-4361**

**Consultant:**

Juneau Associates, Inc., P.C.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

MONTHS of YEAR 2019														TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Lake Street Bridge	20	20	40	40	40	40	40	40	30	20	20	17	367	
BCR									36	36	36	36	180	
Lake Street Bridge Repair Plans														
Assist w/Planning									8	8	8	8	40	
Study & Master Plan														
			</											



**I-18-4361**

**Juneau Associates, Inc., P.C.**

## TOTAL HOURS

Rev. 5/2018

PSB 18-1 and Later ONLY

**Consultant:** Juneau Associates, Inc., P.C.

## EXHIBIT B: FEE CALCULATIONS

**A. DIRECT LABOR (without overtime)**

\$ 43.89  
(Average Hourly  
Rate )

TOTAL DIRECT SALARY	\$	35,858.13
---------------------	----	-----------

2.80

<b>DIRECT REGULAR SALARY TIMES MULTIPLIER</b>	<b>\$</b>	<b>100,402.76</b>
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**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

<b>TOTAL DIRECT COSTS</b>	<b>\$</b>	<b>17,955.00</b>
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### C. SERVICES BY OTHERS

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

#### D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

**E. MAXIMUM ALLOWABLE FEE** (Upper Limit of Compensation)

**\$ 118,357.76**

Contract No.: I-18-4361 Consultant: Juneau Associates, Inc., 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](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)** \$ 17,955.00

## ALLOWABLE DIRECT COSTS

**09.12.2018**

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 (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	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>
- 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 CM 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 CM Manual allowance.

Contract No.: I-18-4361

Consultant: Juneau Associates, Inc., 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. I-18-4361

Juneau Associates, Inc., P.C.

### SCOPE OF SERVICES

General Description of Phase 1 – Project & Scope of Consulting Services for the Base Contract.

Consulting services are needed to complete Phase I studies for the structure known as the Lake St. Bridge over IL-390 and for the ramp extension for IL 390 at Lake Street to County Farm Road.

#### Task 1

##### Bridge Inspection

The Bridge Inspection will be performed in accordance with the applicable requirements of the current IDOT "BDR Procedures & Practices". It is anticipated that only one inspection will be required.

Inspection will include visual inspection of: bottom of deck, top of deck, parapets and railings, beams and girders, substructures, bearings, expansion joints, slope walls, drains, guardrail attached to structure, and erosion protection.

The scope of the deck inspection will include a visual inspection only and will not include an infrared scan survey.

Deck chloride testing is included with 4 deck cores assumed.

All visible damage will be mapped on field drawings. The beam deficiencies will be documented with photos only (no sketches required).

Photographs will be taken to note condition or damage.

##### Bridge Condition Report (BCR)

The BCR will be prepared in accordance with Section 2.2 of the current IDOT "Bridge Manual", in accordance with current IDOT "BDR Procedures and Practices", and in accordance with the "Tollway Structure Design Manual". The report will contain a geographical description, physical description of the existing structure, field inspection and physical evaluation, design criteria for proposed improvements, life cycle cost analysis, cost estimates, general recommendations, and recommended scope of proposed work. A fatigue evaluation of the existing steel components will be performed. Appendices to the report will include a location map, available IDOT or local agency structure reports, structure inspection field notes and photographs, existing roadway cross sections, and existing structure plans (if available). Parsons will provide Juneau with life cycle cost analysis procedures, guidance, and examples.

##### Submittals

Bridge Inspection Report

Pre-Final and Final BCR

#### Task 2

##### Bridge Repair Plans

Prepare Draft Concept and Final Concept plans, report text and estimates to rehabilitate the bridge based on the recommended scope of proposed work provided in the approved BCR. Perform a load rating analysis of the bridge with the proposed repairs.

**Submittals**

**Draft Concept and Final Concept Repair Plans**

**Draft Concept and Final Concept Repair Report Text and Estimates**

**Task 3**

**Planning Studies and Master Plan Engineering services**

**Consulting services requested by the Prime Consultant for providing assistance in the preparation of Planning Studies and Master Plan engineering services for the initial phase of the study the includes the addition of an eastbound and westbound ramp from County Farm Road to Lake Street.**

**EXHIBIT G****Contract No. I-18-4361****Juneau Associates, Inc., P.C.****CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
RR-13-4117	Reagan Memorial Tollway, Roadway Reconstruction, East West Connector. Construction Management Services	\$42,600.00	\$42,600.00	5.31.2019
RR-16-4252	Construction Management - Systemwide, Maintenance Facilities, Construction Management Services Upon Request	\$60,000.00	\$18,000.00	8.01.2018
RR-16-4281	Surveying Services. Tri-State Tollway, 159th Street Bridge Reconstruction, M.P. 6.3 Construction Management Service	\$50,000.00	\$34,000.00	2.28.2019
I-16-4283	Jane Addams Memorial Construction Management Upon Request. On-call and as needed construction management services.	\$100,000.00	\$71,000.00	12.31.2018
RR-17-4292	Construction Management Services. Systemwide, Veterans Memorial Tollway, Pavement Preservation	\$22,074.00	\$13,800.00	8.31.2018
I-17-4301	Phase II Engineering Services. Tri-State Tollway, Roadway Reconstruction, St. Charles Rd (M.P. 32.3) to North Avenue/Lake St. (M.P. 33.5)	\$212,000.00	\$212,000.00	10.31.2021
I-17-4308	Phase II Engineering Services. Tri-State Tollway, ITS & Lighting installation, 95th St. (M.P. 17.8) to Balmoral Ave. (M.P. 40.0)	\$152,000.00	\$149,800.00	12.31.2022
I-17-4309	Phase II Engineering Services. Tri-State Tollway, Advanced MOT Rehabilitation 95th St (M.P. 17.8) to East West Connector (M.P. 29.1)	\$29,000.00	\$29,000.00	12.31.2021
I-17-4310	Phase II Engineering Services. Tri-State Tollway, Advance MOT Rehabilitation, East West Connector (M.P. 29.1) to Balmoral Ave. (M.P. 40.0).	\$14,381.34	\$14,381.34	12.31.2022

RR-17-4314	Construction Management Services. Tri-State Tollway (I-2954) Pavement and Structural Preservation and Rehabilitation, M.P. 40.0 (Balmoral Ave) to M.P. 52.9 (Lake Cook Road). Construction Management Services	\$83,100.00	\$83,100.00	12.1.2018
I-17-4315	Construction Insp. & Surveying. Tri-State Tollway, Construction Management Upon Request. Phase III Engineering Services	\$150,000.00	\$150,000.00	9.30.2022
I-18-4352	Reagan Memorial Tollway (I-188), Windsor Road Bridge Widening. Phase II Engineering Services	\$33,800.00	\$33,800.00	11.30.2018
RR-18-4353	Surveying Services. Systemwide, Design upon Request. On call and as-needed Phase II Engineering Services	\$120,120.00	\$120,000.00	12.31.2021
RR-18-4355	Surveying & Construction Management Services. Intelligent Transportation Systems (ITS) Services Upon Request. On call and as-needed Phase II Engineering Services and Construction Management Services	\$70,000.00	\$70,000.00	6.30.2021
RR-18-4360	Construction Management Services. Systemwide, Construction Management Upon Request. On call and as-needed Construction Management Services	\$90,000.00	\$90,000.00	5.31.2020
I-18-4361	Elgin O'Hare Western Access, West Extension. Phase I Engineering Services for Planning Studies and Master Plan Services	\$129,000.00	\$129,000.00	12.31.2020
I-15-4656	Design Services - EOWA, I-294 to I-90 Tri-State and Franklin/Green Street	\$490,000.00	\$320,000.00	6.01.2018
I-17-4675	Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange (Eastbound Collector Distributor Road). Phase II Engineering	\$80,000.00	\$13,700.00	8.31.2020
RR-16-9197	Systemwide Design Services Upon Request Non Roadway. On-call and as-needed Phase II Engineering	\$100,000.00	\$62,800.00	12.31.2018

Contract No.: I-18-4361

Consultant: Juneau Associates, Inc., 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**

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

\*\* Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

Project No. I-18-4361Consultant: Juneau Associates, Inc., P.C.**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		6	Direct Labor	
	Direct Costs			Direct Costs	\$ -
	Services by Others			Services by Others	\$ -
	Additional Services **			Additional Services **	\$ -
	Total this Subconsultant (ULC)	\$ -		Total this Subconsultant (ULC)	\$ -
2	Direct Labor		7	Direct Labor	\$ -
	Direct Costs			Direct Costs	\$ -
	Services by Others			Services by Others	\$ -
	Additional Services **			Additional Services **	\$ -
	Total this Subconsultant (ULC)	\$ -		Total this Subconsultant (ULC)	\$ -
3	Direct Labor	\$ -	8	Direct Labor	\$ -
	Direct Costs	\$ -		Direct Costs	\$ -
	Services by Others	\$ -		Services by Others	\$ -
	Additional Services **	\$ -		Additional Services **	\$ -
	Total this Subconsultant (ULC)	\$ -		Total this Subconsultant (ULC)	\$ -
4	Direct Labor	\$ -	9	Direct Labor	\$ -
	Direct Costs	\$ -		Direct Costs	\$ -
	Services by Others	\$ -		Services by Others	\$ -
	Additional Services **	\$ -		Additional Services **	\$ -
	Total this Subconsultant (ULC)	\$ -		Total this Subconsultant (ULC)	\$ -
5	Direct Labor	\$ -	10	Direct Labor	\$ -
	Direct Costs	\$ -		Direct Costs	\$ -
	Services by Others	\$ -		Services by Others	\$ -
	Additional Services **	\$ -		Additional Services **	\$ -
	Total this Subconsultant (ULC)	\$ -		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: OSEH Inc.

Contract Number: I-18-4361

Proposal Date: 10/5/2018

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



I-18-4361

**OSEH Inc.**

Grand Total Exhibit A Hours	862
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**TOTALS**

**I-18-4361**

**Consultant:**

**OSEH Inc.**

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

[illegible]

**I-18-4361**

**OSEH Inc.**

## TOTAL HOURS

TOTAL HOURS

**Consultant:** OSEH Inc.

**A. DIRECT LABOR (without overtime)**

\$ 44.87  
(Average Hourly Rate)

TOTAL DIRECT SALARY \$ 38,677.94

2.80

**Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)**

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$	108,298.23
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(For Prime Consultant listed above.)

<b>TOTAL DIRECT COSTS</b>	<b>\$</b>	<b>1,982.77</b>
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**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	\$	-
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(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)

**\$ 110,281.00**

Contract No.: I-18-4361 Consultant: OSEH 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](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)** **\$ 1,982.77**

## ALLOWABLE DIRECT COSTS

**09.12.2018**

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
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Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
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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)
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Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
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Copies of Deliverables	Actual Cost
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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	
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	
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>
- 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 CM 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 CM Manual allowance.

Contract No.: I-18-4361

Consultant: OSEH Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**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. I-18-4361**  
**OSEH Inc.**  
**SCOPE OF SERVICES**

Following the Tollway Signage guidelines, OSEH Inc. will identify signing and striping requirements for the project corridor. Our team will complete a schematic signing plan and identify any signage needs and challenges while working closely with the Prime consultant. OSEH will also perform an existing sign survey to determine existing signs to remain, relocated or removed. Our team will provide recommended locations, stations and offsets for proposed signage within the Masterplan corridor and incorporate comments made by the Tollway from the draft Master Plan into the final Master plan.

It is assumed that the proposed design will include the removal and relocation of existing signage and the placement of new signage based on the proposed design. It is assumed that a total of six (6) existing overhead and/or roadside signs will be removed or relocated.

A total of four (4) signage sheets and 24 new signs are presumed for the proposed design. Proposed signage will encompass the following.

New advance signs (overhead and roadside) at WB Elgin O'hare Expressway

New signs at the intersection of the Elgin O'hare expressway eastbound ramp and US 20.

New signs at the intersection of County Farm Road and the Elgin O'hare expressway.

Following the completion of the Master plan Signing & Striping plans, the team will develop thirty percent Concept Signing and Striping Plans for the project corridor.

The OSEH team will provide preliminary pavement markings and lane line marker plans for the IL 390 extension Master Plan contract. The team will identify existing markings that will be impacted by the project, the type of proposed pavement markings to be utilized, placement temperatures and the placement of plowable raised pavement lane markers.

In addition, the OSEH team will review maintenance records from the Tollway, IDOT, DuPage County, Hanover Park, and Bartlett for IL390, Lake Street, County Farm Road, and Greenbrook Boulevard and identify any deficiencies. Our team will also investigate any cross sectional design flexibilities and potential innovations related to IL390 extension in regards to berming, noise walls, landscaping.

A Master Plan cross section analysis and Concept Plan cross section analysis will also be performed.

**EXHIBIT G**

**Contract No. I-18-4361**

**OSEH Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
Various	Pole loading Structural Analysis	\$62,300.00	\$26,700.00	11/30/2018
RR-18-4383	Maintenance of Traffic Studies	\$150,000.00	\$150,000.00	12/31/2019
RR-18-4381	Crash Investigation, Concept Report	\$15,175.56	\$13,306.85	5/31/2019

Contract No.: I-18-4361

Consultant: OSEH Inc.

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

\*\* 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	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> <div>Direct Labor</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Direct Costs</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Services by Others</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Additional Services **</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Total this Subconsultant (ULC)</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div>	\$ -
2	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> <div>Direct Labor</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Direct Costs</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Services by Others</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Additional Services **</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Total this Subconsultant (ULC)</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div>	\$ -
3	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> <div>Direct Labor</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Direct Costs</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Services by Others</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Additional Services **</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Total this Subconsultant (ULC)</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div>	\$ -
4	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> <div>Direct Labor</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Direct Costs</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Services by Others</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Additional Services **</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Total this Subconsultant (ULC)</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div>	\$ -
5	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> <div>Direct Labor</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Direct Costs</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Services by Others</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Additional Services **</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Total this Subconsultant (ULC)</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div>	\$ -

6	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> <div>Direct Labor</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Direct Costs</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Services by Others</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Additional Services **</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Total this Subconsultant (ULC)</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div>	\$ -
7	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> <div>Direct Labor</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Direct Costs</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Services by Others</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Additional Services **</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Total this Subconsultant (ULC)</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div>	\$ -
8	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> <div>Direct Labor</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Direct Costs</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Services by Others</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Additional Services **</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Total this Subconsultant (ULC)</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div>	\$ -
9	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> <div>Direct Labor</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Direct Costs</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Services by Others</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Additional Services **</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Total this Subconsultant (ULC)</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div>	\$ -
10	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> <div>Direct Labor</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Direct Costs</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Services by Others</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Additional Services **</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Total this Subconsultant (ULC)</div> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div>	\$ -

\*\* Additional services funds require prior authorization before use

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

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

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

# Contract Information Sheet

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

Consultant Name: Singh & Associates, Inc.

Contract Number: I-18-4361

Proposal Date: 10/5/2018

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



**I-18-4361**

**Singh & Associates, Inc.**

**I-18-4361**

**Singh & Associates, Inc.**

## TOTAL HOURS

Rev. 5/2018

PSB 18-1 and Later ONLY



**Consultant:** Singh & Associates, Inc.

## EXHIBIT B: FEE CALCULATIONS

**A. DIRECT LABOR** (without overtime)

<u>484.00</u>	<u>\$ 48.80</u>	TOTAL DIRECT SALARY	<u>\$ 23,619.20</u>
(Total Work Hours from Exhibit A)	(Average Hourly 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	\$	66,133.76
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**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(For Prime Consultant listed above.)

<b>TOTAL DIRECT COSTS</b>	<b>\$</b>	<b>327.00</b>
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### C. SERVICES BY OTHERS

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

<b>Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont))</b>	<b>\$</b>	<b>-</b>
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TOTAL SERVICES BY OTHERS	\$	-
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#### 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)

**\$ 66,460.76**

**Contract No.:** I-18-4361 **Consultant:** Singh & Associates, 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](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

None

**TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized)**

\$ 327.00

## ALLOWABLE DIRECT COSTS

**09.12.2018**

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 (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	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	
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	
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>
- 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 CM 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 CM Manual allowance.

Contract No.: I-18-4361

Consultant: Singh & Associates, 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: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

## **EXHIBIT F**

**Contract No. I-18-4361**

**Singh & Associates, Inc.**

### **SCOPE OF SERVICES**

Singh + Associates, Inc. (SINGH), as a sub-consultant to Parsons Transportation Group, shall be responsible to provide Master Planning and Conceptual Design Plans for Illinois Tollway Lighting, ITS, Tolling facilities for the Contract I-18-4361, along I-390 extension from Lake Street to County Farm Road. SINGH will also provide CADD support for Roadway Master planning and concept design .

The Scope of service shall include following items:

**A. Master Plan -Lighting:**

- a. Site visits and data Collection
- b. Pre-concept design including:
  - i. Summary of scope of work
  - ii. Analysis of two alternatives for lighting design
  - iii. Cost-benefit analysis
  - iv. Budget cost estimate
  - v. Investigation of Remote Control Monitoring and smart features
  - vi. INVEST Initiatives
  - vii Investigation of Design Deviation
  - viii Pre-Conceptual Drawings for Tollway
  - ix. Cross street Lighting analysis
  - x. Project Coordination and Meetings

**B. Concept Lighting Design & Plans:**

- a. Concept design (30%) including:
  - i. Concept design report
  - ii. Proposed lighting analysis
  - iii. Concept level voltage drop computations
  - iv. Photometric computations - Tollway
  - v. Photometric computations - Cross Streets
  - vi. Construction cost estimate
  - vii. INVEST planning evaluations
  - viii. Proposed Lighting layout - Tollway Lighting
  - ix. Cross Street Lighting layout

**C. ITS and Tolling Locations:**

- a. Investigation and analysis of equipment and facilities
- b. Design Coordination and meetings
- c. Concept report Technology review and Network Communication
- d. Concept level layout exhibits
- e. Concept level cost analysis

**D. CADD support for Roadway Master planing and Concept design**

**D. PM and QA/QC**

**EXHIBIT G**

**Contract No. I-18-4361**

**Singh & Associates, 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
1767-4447	IDOT - Naperville Yard (sub)	\$ 37,800	\$ 28,900	07/18/20
D-92-026-11; PTB 158-016	Various Phase I/II Projects (Sub)	\$ 19,000	\$ 3,000	
D-92-026-11; PTB 158-016	Various Phase I/II Projects (Sub)	\$ 40,500	\$ 17,200	
PTB 168-011	District 1 Various Signals	\$ 345,500	\$ 158,000	12/31/16
PTB 168-006 & P-91-376-13	I94/US 40 Smart Highway Corridor Design (sub)	\$ 369,000	\$ 247,000	12/31/16
PTB 168-007 & D-91-314-13	Various Phase II Projects (sub)	\$ 77,000	\$ 2,000	12/31/16
PTB 168-007 & D-91-314-13	IL 31 Traffic Signal (sub)	\$ 13,200	\$ 3,500	12/31/16
PTB 171-006 & P-91-195-14	Phase I Various ADA Projects (sub)	\$ 51,000	\$ 9,600	08/07/19
PTB 172-008 / D-91-354-14	Various ITS and Electrical Projects	\$ 500,000	\$ 400,000	01/23/17
PTB 172-006 / D-91-333-14	Various Phase II Traffic Signal Design Project (sub)	\$ 100,000	\$ 16,300	
PTB 173-006 & P-91-442-14	Phase I Various/Various Projects (sub)	\$ 173,000	\$ 63,000	
PTB 174-017 & D-30-003-15	Various Pump Station Projects (sub)	\$ 70,000	\$ 52,000	10/15/25
PTB 174-008	FAP 344 (IL 83) at IL 171 (Archer Avenue) - South Junction (sub)	\$ 30,000	\$ 2,000	12/31/16
PTB 174-003; P-91-130-15	IL 53, West Arsenal Rd to US 52 (Sub)	\$ 41,800	\$ 30,000	08/18/17
PTB 175-1011; P-91-224-15	Phase I Various Various Projects (sub)	\$ 163,000	\$ 81,200	12/15/23
PTB 175-1015; D-91-113-15	IL 53 & IL 68 (Sub)	\$ 82,650	\$ 5,000	03/31/17
PTB 181-003; D-91-115-17;	IL 43 Phase I Engineering (sub)	\$ 68,800	\$ 40,000	10/30/19
PTB 182-004	Various Phase II Projects (Sub)	\$ 75,000	\$ 45,000	
PTB 185-014; D-91-215-17	East Avenue at 47th Street	\$ 249,000	\$ 249,000	05/17/20
IL-14-4645	Elgin-O'Hare Western Access CA (sub)	\$ 192,100	\$ 35,000	
IL-12-4041	Elgin-O'Hare Western Access, US 20 to IL 83	\$ 1,600,691	\$ -	09/01/17
IL-13-4623	EOWA at IL 19 Interchange (sub)	\$ 195,000	\$ 30,000	06/01/17
IL-14-4196	Jane Addams Memorial Tollway (I-90) and Systemwide, DUR (Sub)	\$ 307,800	\$ 9,000	12/31/16
RR-14-5703	Design Upon Request - Systemwide	\$ 2,300,000	\$ 400,000	06/30/23
IR-14-4224	Tri-State Tollway Roadway Study	\$ 367,000	\$ 4,000	12/31/17

Contract No.: I-18-4361

Consultant: Singh &amp; Associates, Inc.

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

\*\* Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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: Wood Environment & Infrastructure  
Solutions, Inc.

Contract Number: I-18-4361

Proposal Date: 10/5/2018

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



I-18-4361

**Consultant:** Wood Environment & Infrastructure Solutions, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

[illegible]

**Consultant:** Wood Environment & Infrastructure Solutions, Inc.

TASK	MONTHS of YEAR 2019												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Environmental MOT/Contract Packaging for M.P.	24	24	40			100	92				32		312
Noise Walls for Master Plan					40	60	60				40		200
Retaining wall Analysis for M.P.			16			16							32
Existing/Proposed Capacity Analyses			20			20							40
Concept Noise Wall Plans		48	48	48	48	48	48						288
Concept Retaining wall plans									32	64	32		128
Concept MOT Plans									44	88	44		176
IDS /Signal Plan		18	40	40		40	40	40				20	238
Utility Coordination		24	24	24	16	24	24	24	24	24	24	24	256
Admin, Mgmt, QA/QC	12	4	4	4	4	4	12	8	4	4	12	8	80
TOTALS	36	118	192	116	108	312	276	72	104	180	184	52	1750

I-18-4361

**Consultant:** Wood Environment & Infrastructure Solutions, 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	
Environmental MOT/Contract Packaging for M.P.				16									16
Noise Walls for Master Plan													
Retaining wall Analysis for M.P.													
Existing/Proposed Capacity Analyses													
Concept Noise Wall Plans			32	32									64
Concept Retaining wall plans			44	44									88
Concept MOT Plans		40	40	40									120
IDS /Signal Plan				20									20
Utility Coordination	24	24	24	4									76
Admin, Mgmt, QA/QC	4	4	4	12	12								36
TOTALS	28	68	144	168	12								420

**Consultant:** Wood Environment & Infrastructure Solutions, Inc.

**A. DIRECT LABOR** (without overtime)

TOTAL DIRECT SALARY \$ 106,581.02

2.80

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$	298,426.86
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(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	\$	3,365.00
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Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ -

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

TOTAL SERVICES BY OTHERS \$

(Requires prior authorization before use)

(Requires prior authorization before use)

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

**E. MAXIMUM ALLOWABLE FEE** (Upper Limit of Compensation)

\$ 301,791.86

**Wood Environment & Infrastructure  
Solutions, 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\\_TOLLWAY\\_XX\\_ALLOWABLEDIRECTCOSTS\\_08012018.PDF/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.1](https://www.illinoistollway.com/documents/20184/238673/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012018.PDF/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.1)
- 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

## Environmental Data Resources Search

This image shows a single page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.**TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized)**

\$ 3,365.00

## ALLOWABLE DIRECT COSTS

**09.12.2018**

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 (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	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>
- 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 CM 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 CM Manual allowance.

Contract No.: I-18-4361

Consultant: Wood Environment & Infrastructure Solutions, 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: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

**EXHIBIT F**

**Contract No. I-18-4361**

**Wood Environment & Infrastructure Solutions, Inc.**

**SCOPE OF SERVICES**

See attached

## EXHIBIT F

**Contract No. I-18-4361**

**Wood Environment & Infrastructure Solutions, Inc.**

### SCOPE OF SERVICES

In support of the planning studies and Master Plan engineering services for an extension of the Elgin O'Hare Western Access Tollway (IL-390) between Lake Street and County Farm Road, the DSE will perform the following tasks. It is assumed that the services are only for an eastbound ramp connection from County Farm Road to the southbound to eastbound Lake Street Ramp to IL -390.

#### Scope

A. Wood Environment and Infrastructure Solutions, Inc. (Wood) will prepare a Preliminary Environmental Site Assessment (PESA) for the identified I-390 extension to County Farm Road. The PESA will follow the ASTM Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process ASTM E1527-13, except in the case of property expected not to be impacted and already owned by the State of Illinois (i.e. IDOT or Tollway), in which case, the PESA will be performed in accordance with the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process ASTM E1528-06. Wood will then provide input with regard to Special Waste considerations to the Master Plan. Intrusive sampling of any kind and preparation of waste profile or disposal forms is not included in this work.

In addition, Wood will perform Air Quality analysis. It is assumed the Tollway will coordinate with CMAP to have the project included in the Long-Range Plan which is needed before FONSI can be signed. Conformity determination language will be included. Construction-related particulate matter and low potential MSAT effect standard language will be used. We will review project for COSIM analysis and coordinate COSIM pre-screen analysis with IDOT if necessary. No PM<sub>2.5</sub> analysis is required.

Wood will also perform Socio-Economic evaluations. Minimal right-of-way impacts are anticipated. The evaluation will cover relocations; changes in travel patterns; economic impacts; change in land use and economic development; community cohesion; public facilities and services; Title VI and other protected groups; environmental justice; and pedestrian and bicycle facilities.

B. Master Plan level maintenance of traffic concepts will be developed including write up for the Master Plan. Consideration of contract packaging for the Base improvement and future improvements will be studied and included in the Master Plan write up.

Also, at a Master Plan Level, Wood will provide a description of proposed noise walls based on Noise Analysis provided to us.

Similarly, for the Master Plan, Wood will provide a retaining wall analysis to depict required locations and evaluate two wall types. It is assumed one retaining wall will be required.

C. Wood will evaluate existing traffic conditions utilizing Synchro and will identify capacity needs for projected traffic scenarios at the following locations

- Lake Street at Greenbrook Boulevard
- Greenbrook Boulevard at Arlington Drive
- Greenbrook Boulevard at County Farm Road
- County Farm Road at Ontarioville Road
- County Farm Road at Lake Street
- Lake Street at Ontarioville Road

D. Concept MOT plans and typical sections will developed including a writeup for a Concept report. Points of need for traffic control and staging include:

- a. The tie-in point of the new eastbound ramp with County Farm Road,
- b. County Farm Road to incorporate dual left turn lanes onto the eastbound ramp
- c. The tie-in point for the new eastbound ramp at the existing southbound to eastbound ramp at Lake Street.

Additionally, Wood will prepare Concept plans for the Noise walls and retaining walls described above and based on an approved Master Plan

E. An Intersection Design Study (IDS) for the T-Intersection of the new eastbound ramp and County Farm Road will be prepared. Upon approval of the IDS, concept level traffic signal plans will be prepared.

F. Utility coordination will be provided by Wood including the following tasks:

a. Research

- 1. Assume Tollway will provide existing mapping, permits, agreements, and contact list from IDOT and Tollway right-of-way.
- 2. Review existing permits and agreements provided by the Tollway and IDOT.
- 3. Research as-built plans for utility information.
- 4. Initiate JULIE and Tollway locate requests.
- 5. Review existing survey.

b. Contact utility companies

1. Develop utility contact list.

2. Prepare and distribute letters and project exhibits for requesting utility information from utility companies and local agencies.

c. Existing utility maps

- 1. Prepare existing utility maps based on permits, as-builts, locates, and utility atlas maps.
- 2. Prepare and distribute preliminary strip maps to utility companies and agencies.

d. Incorporate utility company markups

- 1. Follow up coordination with utility companies.
- 2. Update plans for utility company markups.

e. Potential conflicts

1. Identify potential utility conflicts with proposed design.
2. Coordinate with design team to resolve or confirm potential conflicts.
3. Identify costs and schedule and additional requirements.
4. NOI's are not included in the scope.
5. Identify SUE needs at completion during concept plan.
6. Identify ROW availability and needs.

f. Identify need for utility company relocation agreements during concept plan

G. Coordination with the Design Team, PMO, GEC, DCM and Tollway staff will include meetings and conference calls and follow up correspondence, as needed. Administration of the project, development of and adherence to a Consultant Quality Plan are included.

**EXHIBIT G**

**Contract No. I-18-4361**

**Wood Environment & Infrastructure Solutions, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
EOWA I-15-4657	Roadway and Bridge Design & Final Plans	\$13,491,452.00	\$12,200,000.00	on hold
US 34	Phase I Supplemental EIS IDOT D-4	\$1,682,000.00	\$430,000.00	12/1/2019
IL 47	Phase II Plans IL120 to Charles IDOT D1	TBD		On Hold
IL 53	Bridge Inspections IDOT D1	TBD		On Hold
Various Phase I/II	IDOT District 8 Various Phase I and II	\$750,000.00	\$750,000.00	7/1/2021



Contract No.: I-18-4361

Consultant: Wood Environment &amp; Infrastructure Solutions, Inc.

**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)	\$ -

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 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): \_\_\_\_\_

Project No. I-18-4361Consultant: Wood Environment & Infrastructure Solutions, Inc.**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: \$ -

Left Blank Intentionally