

1/23/14

6.2/4

RESOLUTION NO. 20209

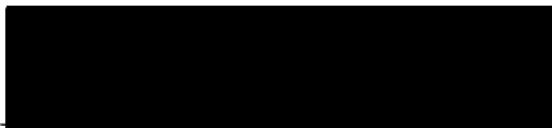
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority ("Tollway") to obtain Design Services for Roadway Reconstruction on the Reagan Memorial Tollway (I-88) from Milepost 138.1 (York Road Plaza) to Milepost 140.5 (I-290), Contract No. RR-13-4116. Parsons Transportation Group, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$3,348,578.95. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineer is authorized to negotiate an agreement with Parsons Transportation Group, Inc., to obtain Design Services, Contract No. RR-13-4116, with an upper limit of compensation not to exceed \$3,348,578.95, subject to review and approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

A large black rectangular redaction box covers the signature of the Chair.

Chair



Mr. Richard Hill, Vice President
Parsons Transportation Group
10 South Riverside Plaza, Suite 400
Chicago, IL 60606

**Re: Contract RR-13-4116
Roadway Reconstruction on the
Reagan Memorial Tollway (I-88)
Mile Post 138.1 (York Road Plaza) to
Mile Post 140.5 (I-290)
Design Section Engineering Services**

NOTICE TO PROCEED

Dear Mr. Hill:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated October 30, 2013 for Design Section Engineering Services for Contract RR-13-4116. You are hereby authorized to commence with the work as of March 24, 2014 and as defined in Exhibit "F" Scope of Work contained in your proposal.

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

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


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

Contract RR-13-4116
Notice to Proceed
Page 2 of 2

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

Please contact Dave Kapadia at 630-241-6800 extension 3921 for further information.

Sincerely,



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

cc: Greg Stukel
Dave Kapadia
John Donato
Contract Services
Program Controls
Lane Closures

Gloria Zimmer
Maria Limonciello
John Dainis
Sue Biggs
Victoria Santiago

File: 02.4116.01.04 LT_Tollway_PDK_4116ParsonsTransportaion_NTP_03262014

1. **RR-13-4116, Reagan Memorial Tollway, Roadway Reconstruction, York Road Plaza (M.P. 138.1) to I-290 (M.P. 140.5)**

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

Phase II engineering services are required for the proposed reconstruction of the Reagan Memorial Tollway between York Road and I-290 in DuPage and Cook Counties, Illinois. The Tollway may adjust the project limits and project scope to more accurately reflect the field conditions. The Tollway will finalize the actual scope during contract negotiations.

The work generally encompasses roadway reconstruction and shall include but not be limited to the following:

1. Roadway reconstruction.
2. Bridge rehabilitation.
3. Provide erosion control for all construction zones.
4. Provide design of appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Tollway's Environmental Studies manual.
5. Provide pavement markings, delineators and signage for the contract limits.
6. Provide barrier warrant analysis for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria.
7. Provide maintenance of traffic plans including those for impacts to local facilities.
8. Protection and / or relocation of utilities.
9. All other appurtenant and miscellaneous items.

The following structures are included in this project:

- Salt Creek, three mainline bridges
- York Road, one crossroad bridge
- Bike Path, one crossroad bridge
- IL 38 (Roosevelt Road), two mainline bridges
- Ramp E and D, one mainline bridge

Construction estimate: Category C

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

Highways (Freeway)
Structures (Highway Bridges: Typical)

The Tollway will allow a prime firm to meet the prequalification for Structures Highway Bridges: Typical) through a subconsultant.

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

- The person who will assume the duties of the Project Manager for all aspects of the work documents (must be an Illinois Licensed Professional Engineer).
- The person who will perform the duties of the Project Engineer, that individual in charge who is directly involved in the development of the contract documents (must be an Illinois Licensed Professional Engineer).

PARSONS

10 South Riverside Plaza, Suite 400, Chicago, Illinois 60606 • Telephone: (312) 930-5100 • Fax: (312) 930-9966 •
www.parsons.com

November 6, 2013

Mr. Timothy J. Coenen
Senior Contract Engineer
Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515

Re: Illinois Tollway, I-88 Reconstruction
Contract RR-13-4116, DBE Summary
PSB 13-2, Item 1

Dear Mr. Coenen

The PSB 13-2 DBE% requirement for Item 1 was 20%. In Parsons' Statement of Interest for Item 1, we committed to a 35% DBE involvement on the project, which we believe is a significant increase above the stated goal. We included five qualified firms on our team to meet this goal. The estimated percentage by firm from our SOI is listed below. After the scoping meeting, we asked each of our subs to prepare proposals for the tasks that we outlined in our SOI Organization Chart. Our negotiated base contract exceeds our DBE commitment, with 36.75% of the contract allocated to these five firms.

This project also has a contingency included for the potential reconstruction of the York Road and Roosevelt Road bridges. We involved all five of our DBE subconsultants in this potential additional work. Their involvement in the Contingency portion is 39.71%. For the base contract plus contingency their involvement is 37.34%.

The current involvement of each firm is listed below:

Subconsultant	SOI Estimate	Base Contract	Contingency	Total Contract
2im	5%	4.2%	1.97%	3.76%
DB Sterlin	12%	8.03%	4.67%	7.36%
SE3	8%	8.96%	4.72%	8.11%
Singh	8%	10.43%	8.8%	10.10%
Wang	2%	5.13%	19.55%	8.02%
Total	35%	36.75%	39.71%	37.34%


We achieved the goal for SE3, Singh, and Wang for the Base, Contingency, and Total Contract amounts. We fell short of the goal for 2im and DB Sterlin. We originally planned for 2im to complete the Landscape and Erosion Control for the project. When these tasks did not reach the 5% goal, we assigned 2im additional tasks including; Tree Survey, Wetland Delineation and Study, and completion of the two-part Environmental Studies Inventory Sheet (ESIS). We thought these were all related tasks and it was logical to have a single firm responsible for them. We are just short of the 5% goal in the Base Contract. The tasks assigned to 2im are not as large a part of the Contingency, so their percentage dropped for the total contract.

The estimated 12% for DB Sterlin was intended to be a combination of survey, and roadway and bridge design. The design work is intended to be part of a Mentor Protégé arrangement to help them gain experience in freeway design and to build on their work with Parsons on I-90, as part of contract I-11-4022. The anticipated scope of survey work decreased significantly during the scoping process, with the Tollway opting to perform many of the tasks we envisioned for DB Sterlin. To offset this loss of scope, Parsons added bridge inspections and bridge condition reports for the Salt Creek bridges to their scope. In addition, we asked them to perform the design and prepare the plans for overhead sign structures and DMS trusses. We also added an additional 500 hours to their contract for miscellaneous freeway design.

Based on the above summary, Parsons requests that the current allocation of work amongst our team members including the percentage involvement of our DBE subconsultants be approved. If you have any questions or comments, please contact me at 312-930-5237.

Sincerely,

PARSONS TRANSPORTATION GROUP, INC.


Richard A. Hill, P.E.
Vice President

Cc: Dave Kapadia
Greg Stukel
Diversity Group



Illinois Department of Transportation

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

October 11, 2013

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Luis Montgomery
2IM Group, LLC.
118 S. Clinton St., Ste. 350
Chicago, IL 60661-5774

Dear Mr. Montgomery:

The Illinois Department of Transportation (IDOT) has approved the "No Change Affidavit" for 2IM Group, LLC and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

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

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

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

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

Sincerely,

A solid black rectangular box redacting the signature of the sender.

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



Illinois Department of Transportation

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

November 25, 2013

CERTIFIED-RETURN RECEIPT REQUESTED

Reynold Sterlin
D B Sterlin Consultants, Inc.
123 N. Wacker Dr., Ste. 2000
Chicago, IL 60606

Dear Reynold Sterlin:

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

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

Your certification is approved commencing on **October 22, 2013**. To remain certified with the IL UCP you must submit a *No Change Affidavit* each year. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

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

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

ROADS AND STREETS
HIGHWAY STRUCTURE: SIMPLE
SURVEYING
CONSTRUCTION INSPECTION

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

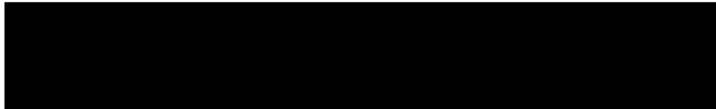
Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation,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

Please note:

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

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

Sincerely,



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

Enclosure



Illinois Department of Transportation

D B Sterlin Consultants, Inc.

is hereby certified as a

Disadvantaged Business Enterprise

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

Ann L. Schneider
Secretary
Illinois Department of Transportation

Eugene C. Oliver
Bureau Chief
Bureau of Small Business Enterprises

Effective the 22nd day of October 2013



November 1, 2013

Vernal Stewart
SE3, LLC
5200 Main Street – STE 240
Downers Grove, IL 60515-4688

Dear Mr. Stewart:

Metra has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Subpart D 26.61. Your next Continued DBE Eligibility Affidavit is due **November 1, 2014**. Notification will be sent to you sixty (60) days prior to this date.

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

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

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

NAICS Code: 541330, 541611, 541512

Specialty: 541330 – Freeways, Roads and Streets; Traffic Signals; Studies: Traffic and Safety; Reconstruction/Major Rehabilitation; Rehabilitation and Construction Inspection;
541611 – Program Management, Program Controls;
541512 – Computer Systems Design Services

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

Sincerely,



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

JRT:dr/kb



Illinois Department of Transportation

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

September 30, 2013

CERTIFIED-RETURN RECEIPT REQUESTED

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

Dear Sadhu Singh Rikhiraj:

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

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

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

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

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

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

LIGHTING: COMPLEX
TRAFFIC SIGNALS
MECHANICAL ENGINEERING
ELECTRICAL ENGINEERING
CONSTRUCTION INSPECTION

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

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

Please note:

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

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

Sincerely,



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

Enclosure



Illinois Department of Transportation

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

August 19, 2013

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Paul Wang
Wang Engineering, Inc.
1145 N. Main St.
Lombard, IL 60148

Dear Mr. Wang:

The Illinois Department of Transportation (IDOT) has approved the "No Change Affidavit" for Wang Engineering, Inc., and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

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

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

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

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

Sincerely,



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

Coenen, Timothy

From: Nash, Janiqua V
Sent: Thursday, November 14, 2013 3:45 PM
To: Coenen, Timothy
Subject: Parsons Transportation - RR-13-4116

Parsons Transportation

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:39 11/14/13

ACTION: S

VENDOR NUMBER= [REDACTED] OFFSET: 00 OF 00
VENDOR NAME: [REDACTED]

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

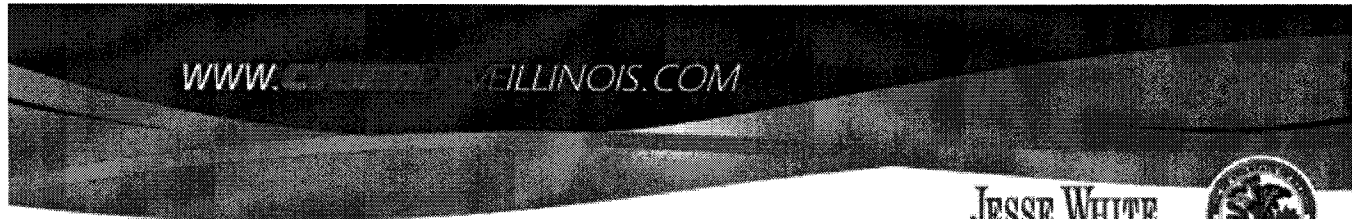
DISCLAIMER:

AS OF 11/14/13 AT 15:41 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

RR-13-4116



JESSE WHITE
SECRETARY OF STATE



CORPORATION FILE DETAIL REPORT

Entity Name	PARSONS TRANSPORTATION GROUP INC.	File Number	20843454
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	TODD WAGER 100 M ST #1200 WASHINGTON DC 20003
Agent City	CHICAGO	Secretary Name & Address	CLYDE E ELLIS SAME
Agent Zip	60604	Duration Date	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	2013
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		

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(One Certificate per Transaction)

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Coenen, Timothy

From: Nash, Janiqua V
Sent: Thursday, November 14, 2013 3:45 PM
To: Coenen, Timothy
Subject: 2IM Group - PR - 13 - 4116

2IM Group

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:39 11/14/13

ACTION: S

VENDOR NUMBER= [REDACTED] OFFSET: 00 OF 00
VENDOR NAME: [REDACTED]

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 11/14/13 AT 15:42 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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R02 - 13 - 4116



LLC FILE DETAIL REPORT

Entity Name	2IM GROUP, LLC	File Number	01565192
Status	ACTIVE	On	08/05/2013
Entity Type	LLC	Type of LLC	Domestic
File Date	07/19/2005	Jurisdiction	IL
Agent Name	JAMES L KOPECKY	Agent Change Date	06/17/2009
Agent Street Address	190 S LASALLE ST STE 850	Principal Office	118 S CLINTON ST STE 350 CHICAGO, IL 60661
Agent City	CHICAGO	Management Type	MGR View
Agent Zip	60603	Duration	01/01/2099
Annual Report Filing Date	08/05/2013	For Year	2013
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

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Coenen, Timothy

From: Nash, Janiqua V
Sent: Thursday, November 14, 2013 3:46 PM
To: Coenen, Timothy
Subject: DB Sterlin - RR-13-4116

DB Sterlin

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:39 11/14/13

ACTION: S

VENDOR NUMBER= [REDACTED] OFFSET: 00 OF 00
VENDOR NAME:

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

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*

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PR-13-4116



CORPORATION FILE DETAIL REPORT

Entity Name	D B STERLIN CONSULTANTS, INC.	File Number	59360388
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	04/14/1997	State	ILLINOIS
Agent Name	MARCUS J NUNES	Agent Change Date	09/19/2007
Agent Street Address	333 W WACKER STE 1800	President Name & Address	REYNOLD STERLIN 123 N WACKER DRIVE # 2000 CHICAGO, IL 60606
Agent City	CHICAGO	Secretary Name & Address	REYNOLD STERLIN SAME
Agent Zip	60606	Duration Date	PERPETUAL
Annual Report Filing Date	03/22/2013	For Year	2013
Assumed Name	INACTIVE - AVILA & ASSOCIATES, INC.		

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Coenen, Timothy

From: Nash, Janiqua V
Sent: Thursday, November 14, 2013 3:46 PM
To: Coenen, Timothy
Subject: SE3 - RR-13-416

SE3

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:39 11/14/13

ACTION: S

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

DISCLAIMER:
AS OF 11/14/13 AT 15:42 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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202-13-4116



LLC FILE DETAIL REPORT

Entity Name	SE3, LLC	File Number	01310186
Status	ACTIVE	On	10/14/2013
Entity Type	LLC	Type of LLC	Foreign
File Date	10/06/2004	Jurisdiction	MO
Agent Name	JASON RICHARD MARTIN	Agent Change Date	06/15/2010
Agent Street Address	3333 WARRENVILLE RD #200	Principal Office	230 SW MAIN ST STE 213 LEES SUMMIT, MO 64063
Agent City	LISLE	Management Type	MGR View
Agent Zip	60532	Duration	PERPETUAL
Annual Report Filing Date	10/14/2013	For Year	2013
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

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Coenen, Timothy

From: Nash, Janiqua V
Sent: Thursday, November 14, 2013 3:46 PM
To: Coenen, Timothy
Subject: Wang Engineering - BR-13-4116

Wang Engineering

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:39 11/14/13

ACTION: S

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

DISCLAIMER:

AS OF 11/14/13 AT 15:42 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

RR-13-4116



CORPORATION FILE DETAIL REPORT

Entity Name	WANG ENGINEERING, INC.	File Number	52793467
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	07/13/1982	State	ILLINOIS
Agent Name	BFKPN CORPORATE SERVICES, INC	Agent Change Date	05/25/2007
Agent Street Address	200 W MADISON ST STE 3900	President Name & Address	PAUL Y WANG 1145 N MAIN STREET LOMBARD 60148
Agent City	CHICAGO	Secretary Name & Address	SAME
Agent Zip	60606	Duration Date	PERPETUAL
Annual Report Filing Date	06/28/2013	For Year	2013

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DESIGN SECTION ENGINEER AGREEMENT

The Board of Directors, on the 23st day of **January, 2014**, authorized this AGREEMENT to be entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and **PARSONS TRANSPORTATION GROUP**, 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 30, 2013**, to provide design section engineering services for Contract No. **RR-13-4116 for Roadway Reconstruction, Reagan Memorial Tollway (I-88), Mile Post 138.1 (York Road Plaza), to Mile Post 140.5 (I-290)**; and

WHEREAS, DESIGN SECTION ENGINEER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 13-2, 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. **RR-13-4116 for Roadway Reconstruction, Reagan Memorial Tollway (I-88), Mile Post 138.1 (York Road Plaza), to Mile Post 140.5 (I-290)**, in accordance with the requirements and terms of this Agreement and the proposal from the DESIGN SECTION ENGINEER of **October 30, 2013**, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the term or terms of this Agreement shall govern and prevail.

B. All services performed by DESIGN SECTION ENGINEER shall be performed according to professional standards and in accordance with the Design Section Engineer's Manual for The Illinois State Toll Highway Authority, March 2012 and as revised thereafter.

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

ARTICLE II

Time of Performance

Upon receipt of Notice to Proceed authorized by the Chief Engineer of the TOLLWAY, the DESIGN SECTION ENGINEER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or January 24, 2014** and ending **December 12, 2021**, in accordance with the schedule included in the attached proposal. Should circumstances arise, the Chief Engineer of the TOLLWAY may, at his discretion and with consent of the DESIGN SECTION ENGINEER, renew this contract for two additional one year terms or one additional two year term, as agreed upon by the Parties.

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

ARTICLE III

Compensation

The DESIGN SECTION ENGINEER shall perform all engineering design services as required herein, and the TOLLWAY shall pay the DESIGN SECTION ENGINEER as compensation therefor, the DESIGN SECTION ENGINEER'S actual payroll cost times a multiplier of **2.8000** and certain direct expenses (as shown in Exhibit "1") with an upper limit of compensation of **Three Million, Three Hundred Forty-Eight Thousand, Five Hundred Seventy-Eight Dollars and Ninety-Five Cents (\$3,348,578.95)**. If, in the opinion of the DESIGN SECTION ENGINEER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the DESIGN SECTION ENGINEER shall promptly notify the Chief Engineer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineer. The DESIGN SECTION ENGINEER shall ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XIX.

ARTICLE IV

Scope of the Service

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

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

ARTICLE V

Compliance with State and Other Laws

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

Governing Law; Exclusive Jurisdiction

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

Confidentiality

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

The foregoing obligations shall not apply to confidential data or information lawfully in the DESIGN SECTION ENGINEER's possession prior to its acquisition from the

TOLLWAY; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; or independently developed by the DESIGN SECTION ENGINEER without the use or benefit of the TOLLWAY's confidential information.

ARTICLE VI

Responsibility for Injuries and Damages

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

ARTICLE VII

Insurance

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

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

- a. Worker's Compensation Insurance as required by state statute, and Employer's Liability insurance covering all the DESIGN SECTION ENGINEER's employees acting within the course and scope of their employment.

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

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

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

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

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

ARTICLE VIII

Ownership of Documents

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

ARTICLE IX

Financial Statement

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

ARTICLE X

Successors and Assigns

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

ARTICLE XI

Subcontractors

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

ARTICLE XII

Suspension

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

ARTICLE XIII

Termination

A. Termination Without Cause

1. The TOLLWAY reserves the right, at its sole discretion, to terminate this Agreement without cause at any time. In the event of such termination, the TOLLWAY will promptly deliver a written Notice of Termination Without Cause to the DESIGN SECTION ENGINEER. Upon termination and within ten (10) days of said termination, the DESIGN SECTION ENGINEER shall prepare a detailed Progress Report, in form satisfactory to the Chief Engineer of the TOLLWAY, including information as to all the services performed by the DESIGN SECTION ENGINEER and the status of the services as of the date of the termination, and provide all other information and documents developed under the terms of this Agreement as requested by the Chief Engineer of the TOLLWAY. The TOLLWAY will review the Progress Report and services and determine the percentage of the work required to be performed under this Agreement that has been completed by the DESIGN SECTION ENGINEER. In case of dispute between the TOLLWAY and the DESIGN SECTION ENGINEER, the decision of the Chief Engineer shall be final. At the request and direction of the Chief Engineer of the TOLLWAY, the DESIGN SECTION ENGINEER shall, additionally, within ten (10) days after the date of termination, furnish the TOLLWAY with two (2) sets of prints of plans, two (2) sets of Special Provisions and two (2) sets of calculations with respect to the services performed to date of termination in accordance with the requirements of the Design Section Engineer's Manual, March 2012 and as revised thereafter.

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

2. The total compensation due to the DESIGN SECTION ENGINEER, in the event of termination without cause, shall be limited to the following, less all previous

payments to the DESIGN SECTION ENGINEER and any credits or set-offs due to the TOLLWAY:

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

B. Termination for Cause

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

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

- a. If DESIGN SECTION ENGINEER becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law established for the relief of debtors;

- b. If a receiver, trustee or liquidator of any of the property or income of DESIGN SECTION ENGINEER shall be appointed;
- c. If DESIGN SECTION ENGINEER shall fail to perform the scope of services, or any part thereof, with the diligence necessary to maintain its progress and complete the scope of services as prescribed by the time schedule and shall fail to take such steps as directed by the TOLLWAY to remedy delays within five (5) days after written notice thereof from TOLLWAY;
- d. If DESIGN SECTION ENGINEER shall violate any of the terms, provisions, conditions, covenants, or Certifications contained in this Agreement and shall fail to take such steps as directed by the TOLLWAY to remedy such default within five (5) days after written notice thereof from TOLLWAY.

3. Upon termination for cause, and within ten (10) days of such notice, the DESIGN SECTION ENGINEER shall prepare a detailed Progress Report in a form satisfactory to the Chief Engineer of the TOLLWAY, including information as to all services performed by the DESIGN SECTION ENGINEER and the status of the services as of the date of the termination, and provide all other information and documents developed under the terms of this Agreement as requested by the Chief Engineer of the TOLLWAY. The TOLLWAY will review the Progress Report and determine the percentage of services that have been performed under this Agreement by the DESIGN SECTION ENGINEER. In the case of dispute between the TOLLWAY and the DESIGN SECTION ENGINEER, the decision of the Chief Engineer shall be final. At the request and direction of the Chief Engineer of the TOLLWAY, the DESIGN SECTION ENGINEER shall additionally, within ten (10) days after the date of termination, furnish the TOLLWAY with two (2) sets of prints of plans, two (2) sets of Special Provisions and two (2) sets of calculations with respect to the services performed to the date of termination in accordance with the requirements of the Design Section Engineer's Manual, March 2012 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 **Parsons Transportation Group, 10 South Riverside Plaza, Suite 400, Chicago, Illinois, 60606**, or to the Chief Engineer at 2700 Ogden Avenue, Downers Grove, Illinois 60515. Either party may change the place to which notices hereunder may be addressed by written notice to the other party at any time or times.

ARTICLE XVII

Quality Assurance and Quality Control (QA/QC) Plan

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

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

ARTICLE XVIII

Miscellaneous

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

ARTICLE XIX

Inspector General

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

ARTICLE XX

Engineer Selection Process

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

ARTICLE XXI

Report of a Change in Circumstances

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT RR-13-4116 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

PARSONS TRANSPORTATION GROUP

By  3/24/14
Chair/Executive Director-Signature Date
Paula Wolff/Kristi Lafleur


 11/13/13
President-Signature Date
VICE PRESIDENT

RICHARD A. HILL
Printed Name as Signed Above

APPROVED:
 3/19/14
Chief of Finance - Signature Date
Michael Colsch

ATTEST
 11/14/13 (Seal)
Secretary - Signature Date

Richard L. Reddy
Printed Name as Signed Above

APPROVED:
 2/27/14
General Counsel - Signature Date
David Goldberg

Approved as to Form and Constitutionality

 2-26-2014
Attorney General, State of Illinois - Robert Lane - Signature Date

DESIGN SECTION ENGINEER PROPOSAL

FOR CONTRACT NUMBER RR - 13 - 4116

This proposal, dated October 30, 2013, is submitted by Parsons Transportation Group of Chicago, Illinois for Design Section Engineer's Service.

LOCATION OF DESIGN SECTION

The location of the construction Contract RR- 13-4116 for which we propose to provide Design Section Engineering Services is from Mile Post 138.1 to Mile Post 140.5 on the Reagan Memorial Tollway (I-88), in DuPage and Cook Counties, Illinois.

SCOPE OF DESIGN SECTION ENGINEERING SERVICES

Design Engineering Services following selection from PSB 13-2, more fully detailed in Exhibit F, attached hereto, will be executed in full compliance with the Illinois State Toll Highway Authority's *Design Section Engineer's Manual*, dated March 2013 (and as revised), and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY") current practices. These services shall include preparation of contract plans, special provisions, construction schedule and review of bids; all field surveys, investigations, designs and analyses required to complete the work; checking of shop drawings and consultation during the construction period. Four copies of all design notes, quantity calculations and field books shall be submitted to the TOLLWAY with the final plans. These documents will be indexed and cross referenced in a manner which can be easily referenced by the Construction Manager.

RESPONSIBILITY

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

FEE PROPOSAL

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

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

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

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

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

Exhibit C-1 (Payroll Classification Escalation Table) shall identify the direct labor escalation for the duration of the project. Pay rate increases shall be limited to one per calendar year. Cumulative labor increases for the DESIGN SECTION ENGINEER may not exceed the direct labor escalation rate listed in Exhibit C-1 for any twelve month period.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the DESIGN SECTION ENGINEER, for all costs, shall be \$ \$3,348,578.95 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all Engineering Services for all items of work included in the Scope of Design Section Engineering Services (Exhibit F). If potential additional services have been identified in the scope of work (Exhibit F), it is understood that these services may not be requested by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the DESIGN SECTION ENGINEER, Exhibits A-H (Cont) must be submitted by the DESIGN SECTION ENGINEER for the TOLLWAY's approval prior to commencement of the work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any audit adjustment will be submitted on a final invoice for any underpayment or overpayment to the DESIGN SECTION ENGINEER or its subcontractors. The DESIGN

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

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

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

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

THIS PROPOSAL FOR DESIGN SECTION ENGINEERING SERVICES FOR

CONTRACT RR - 13 - 4116

SUBMITTED BY:


FIRM NAME: Parsons Transportation Group

ADDRESS: 10 South Riverside Plaza, Suite 400

CITY, STATE: Chicago, Illinois 60606

TELEPHONE: 312-930-5237

FACSIMILE: 312-930-0018

SIGNED BY: 

PRINTED NAME: Richard A. Hill

TITLE: Vice President

EXHIBIT G

CONTRACT __ - __ - ____

(Firm Name)

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
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STATE OF ILLINOIS
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: PSB 13-2; RR-13-4116

CONTRACTOR (CONSULTANT) NAME: Parsons Transportation Group, Inc.

1. PAYMENT TERMS AND CONDITIONS:

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

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

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

Invoice# _____ Invoice Date _____

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

Authorized Representative

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

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

1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.

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

2. **ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.
3. **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. If required, Vendor shall provide to the State a copy of all such subcontracts within 15 days after execution of the subcontract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
4. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds

EXHIBIT "1"

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paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

5. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
6. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
7. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
8. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
9. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
10. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

11. **INSURANCE:** Vendor shall, at all time during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
12. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
13. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
14. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
15. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
16. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at www.ilga.gov/legislation/ilcs/ilcs.asp.
17. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
18. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
19. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

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

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

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

27. **SUPPLEMENTAL PROVISIONS**

27.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

27.1.1 **Agents and Employees:**

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

27.1.2 **Publicity:**

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

27.1.3 **Third Party Beneficiaries:**

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

27.1.4 **Successors In Interest:**

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

27.1.5 **Venue:**

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

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

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

27.1.5.3 The Tollway is not currently an appropriated agency.

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

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

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

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

27.3 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions:

STATE OF ILLINOIS
DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

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

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

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

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

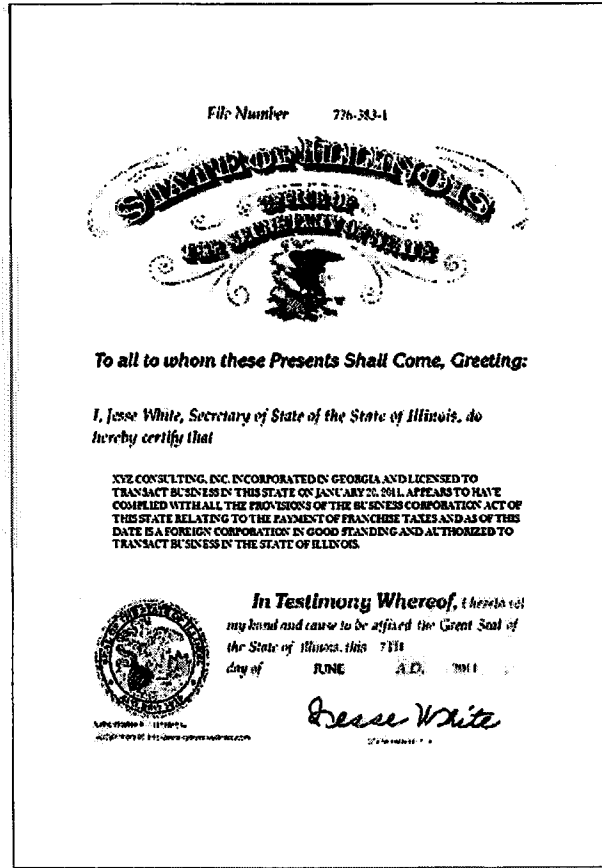
STATE OF ILLINOIS

EVIDENCE OF AUTHORIZATION TO DO OR TRANSACT BUSINESS IN ILLINOIS

ATTACHMENT AA

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

EXAMPLE: SECRETARY OF STATE CERTIFICATE OF GOOD STANDING





To all to whom these Presents Shall Come, Greeting:

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

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.



Authentication #: 1318201820

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

In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 1ST
day of JULY A.D. 2013 .

Jesse White

SECRETARY OF STATE

EXHIBIT "1"

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STATE OF ILLINOIS

ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

ATTACHMENT BB

1. If Vendor employed fifteen or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one prior to the Offer opening date. 775 ILCS 5/2-101. If the Agency/University cannot confirm compliance, it will not be able to consider a Vendor's bid or offer. Please complete the appropriate sections below:

Name of Company (and DBA): Parsons Transportation Group, Inc.

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

IDHR Public Contracts Number: 110679-00

Expiration Date: February 3, 2016

2. If a number has not yet been issued, provide the date a completed application for the number was submitted to IDHR:
3. Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility. 44 Ill. Adm. Code 750.210(a).
4. Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998 are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 90000-00-0.
5. If Vendor's organization holds an expired number, it must re-register with the Department of Human Rights.
6. Vendor may obtain an application form by:
- 6.1. Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).
- 6.2. Internet: Download the form from the Internet at (www.state.il.us/cms). In the Selling to Illinois area section.

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

STATE OF ILLINOIS

SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

ATTACHMENT CC

Parsons Transportation Group, Inc. agrees with the terms and conditions set forth in the State of Illinois Invitation for Bid, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

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

_____ hereby agrees to the exceptions provided by _____ and to the Additional Terms and Conditions provided by _____

Agreed:	Agreed:
By:	By:
Signed:	Signed:
Position:	Position:
Date:	Date:

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

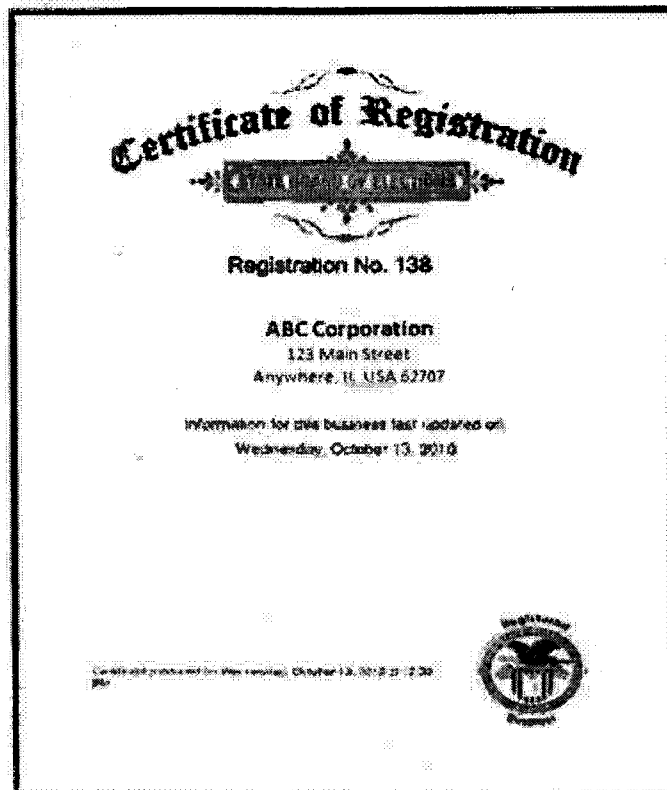
ATTACHMENT DD

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

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

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

STATE BOARD OF ELECTIONS CERTIFICATE OF REGISTRATION EXAMPLE



Certificate of Registration



Registration No. 10987

Parsons Transportation Group Inc.

10 S. Riverside, Suite 400
Attn: Tim Weber
Chicago IL 60606

Information for this business last updated on:
Thursday, March 07, 2013

Certificate produced on Thursday, March 07, 2013 at 12:15 PM



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**STATE OF ILLINOIS
STANDARD CERTIFICATIONS**

ATTACHMENT EE

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

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

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

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

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

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

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1.15.8, 20-43.

6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
10. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Pub. Act No. 97-0895 (August 3, 2012)
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.

EXHIBIT "1"

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16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
17. Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500\50-38.
18. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
20. Drug Free Workplace
 - 20.1. If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 20.2. If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
22. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
23. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
24. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
26. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584.
27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of

government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587.
30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

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

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

or

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

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

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

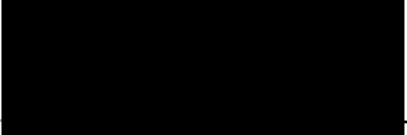
- A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.
- B. Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.
- C. Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.
- D. Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor

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fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

Name of Certifying Entity/ ~~Parsons~~ Parsons Transportation Group, Inc.

Signature: 

Date: November 18, 2013

Printed Name: Mark C. Fialkowski

Title: Senior Vice President

Phone Number: 312.930.5145

Email Address: mark.fialkowski@parsons.com

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

Name: Parsons Transportation Group, Inc.

Business Name: Parsons Transportation Group, Inc.

Taxpayer Identification Number

Social Security Number:

or

Employer Identification Number: 36-0982270

Legal Status (check one):

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

Signature of Authorized Representative: _____

Date: November 18, 2013



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

Date: November 18, 2013

Project Number: PSB 13-2; Item 1 RR-13-4116

Project Name: I-88, Roadway Reconstruction, York Road to I-290, PH II

DELINQUENT DEBT REVIEW

Sub Contractor/Consultant Disclosure.

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

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

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

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

CONTRACTOR

Contractor/Consultant: Parsons Transportation Group, Inc.

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

Federal Employment Identification Number (FEIN)



E-Mail: mark.fialkowski@parsons.com

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

<u>Sub-Contractor(s)</u>	<u>Sub-Contractor FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount to be Paid (to extent known)</u>
See attachment				



Contractor/Consultant

Print Mark C. Fialkowski

Date November 18, 2013

EXHIBIT "1"

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<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 to be Paid (to extent known)</u>
DB Sterlin Consultants, Inc.		123 N. Wacker Drive, Chicago, IL 60606	Survey, Inspection, Road & Bridge Design	7.36%
Wang Engineering, Inc.		1145 N. Main St., Lombard, IL 60148	Geotechnical	8.02%
Singh & Associates, Inc.		300 W. Adams St., Ste. 609, Chicago, IL 60606	Lighting, Signing, Pavement Marking	10.10%
SE3, LLC		5200 Main Street, Ste. 240, Downers Grove, IL 60515	Barrier Warrants, ITS	8.11%
2Im Group, LLC		118 S. Clinton Street, Ste. 350, Chicago, IL 60661	Landscaping Erosion Control, ESIS	3.76%

EXHIBIT "I"

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STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

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

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

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

This disclosure is submitted for:

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

Project Name	I-88, Roadway Reconstruction, York Road to I-290, PSB 13-2, Item 1
Illinois Procurement Bulletin Number	22030487
Contract Number	RR-13-4116
Vendor Name	Parsons Transportation Group, Inc.
Doing Business As (DBA)	
Disclosing Entity	Parsons Transportation Group, Inc.
Disclosing Entity's Parent Entity	Parsons Corporation
Subcontractor	
Instrument of Ownership or Beneficial Interest	Other If you selected Other, please describe: Q Sub of an S Corp, Parsons Corporation

EXHIBIT "F"
 PAGE 34 OF 254

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

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

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

Option 1 – Publicly Traded Entities

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

OR

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

Option 2 – Privately Held Entities with more than 200 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- Skip to Step 3.

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

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

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

OPTION A – Ownership Share and Distributive Income

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

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

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Parsons Corporation	100 W. Walnut St., 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 St., Pasadena, CA 91124	100%	N/A

Please certify that the following statements are true.

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

Yes No

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

Yes No

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

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

TABLE – Z	
Name	Address

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

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

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

Name	Address	Relationship to Disclosing Entity

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

EXHIBIT "1"
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STEP 4
PROHIBITED CONFLICTS OF INTEREST
(All vendors must complete regardless of annual bid offer or contract value)

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:

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

STEP 5
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS
(Complete only if bid offer or contract has an annual value over \$25,000)

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:

- 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

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

STEP 6
EXPLANATION OF AFFIRMATIVE RESPONSES
 (All vendors must complete regardless of annual bid, offer, or contract value)
 (State contracts with all vendors that annual value of work is over \$50,000 must complete)

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

N/A

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

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

Please provide the name of the person or entity for which responses are provided: **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.

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

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

Yes No

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

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

EXHIBIT "7"
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**DISCLOSURE OF CURRENT AND PENDING CONTRACTS
ATTACHMENT**

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
CN Railroad	Phase I/II Services for EJ&E Acquisition	Active	\$8,750,000	PTG Contract #646965
IDOT	Create-Grand Crossing PH I Design Services	Active	\$4,390,695	P-30-005-04; PTB 131-025
IDOT	Various Routes-PH I Program Management	Active	\$4,706,890	P-91-354-07; PTB 145-05
IDOT	U.S. 52 Phase I/II Design Services for Mississippi River bridge/approaches	Active	\$2,722,840	P-92-001-11 & D-92-001-11; PTB 158-018
Chicago to St. Louis HSR	Chicago to St. Louis HSR Tier 2 EIS	Pending	\$9,500,000 (est)	P-30-002-11; PTB 166-020
IDOT	U.S. 45 Millburn Bypass PH II Design Services	Pending	\$1,000,000 (est)	D91-424-12; PTB 164-04
Illinois Tollway	I-90 Rdwy & Bridge Widning PH II Dsgn Serv.	Active	\$4,395,000	I-11-4022; PSB 11-4, Item 8
Illinois Tollway	I-88 Rdwy Recons., York Rd to I-290 PH II	Pending	\$3,348,579	RR-13-4116, PSB 13-2 Item 1

EXHIBIT "1"

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


Please explain the procurement relationship: Vendor

**STEP 9
SIGN THE DISCLOSURE**

(All vendors must complete regardless of annual bid, offer, or contract value)
(SIC contractors 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 Transportation Group, Inc.

Signature: 

Date: November 18, 2013

Printed Name: Mark C. Fialkowski

Title: Senior Vice President

Phone Number: 312.930.5145

Email Address: mark.fialkowski@parsons.com

EXHIBIT "1"
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STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

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

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

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

This disclosure is submitted for:

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

Project Name	I-88, Roadway Reconstruction, York Road to I-290
Illinois Procurement Bulletin Number	22030487
Contract Number	RR-13-4116
Vendor Name	Parsons Transportation Group Inc.
Doing Business As (DBA)	
Disclosing Entity	Parsons Corporation
Disclosing Entity's Parent Entity	Parsons Corporation Employee Stock Ownership Plan Trust
Subcontractor	
Instrument of Ownership or Beneficial Interest	Other If you selected Other, please describe: Corporate Stock (S-Corporation)

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STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

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

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

Option 1 – Publicly Traded Entities

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

OR

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

Option 2 – Privately Held Entities with more than 200 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- Skip to Step 3.

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

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

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

OPTION A – Ownership Share and Distributive Income

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

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

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Parsons Corporation Employee Stock Ownership Plan Trust	100 W. Walnut St., Pasadena, CA 91124	100%	

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

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

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Not Applicable		No Distributive Income	

EXHIBIT "I"
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Please certify that the following statements are true.

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

Yes No

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

Yes No

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

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

TABLE – Z	
Name	Address

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

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

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

Name	Address	Relationship to Disclosing Entity

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

EXHIBIT "T"
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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:

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

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

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

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

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

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

STEP 6
EXPLANATION OF AFFIRMATIVE RESPONSES
(All vendors must complete regardless of annual bid, offer, or contract value)
 (Subcontractors with subcontracts annual value of more than \$20,000 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.

EXHIBIT "I"
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STEP 7
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS
(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontracts having 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**

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

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

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

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

Yes No

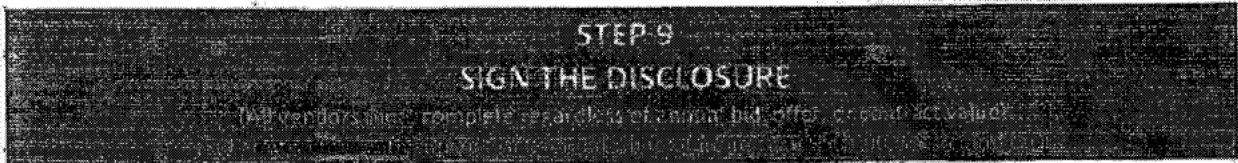
If "Yes", please specify below. Attach an additional page in the same format as provided below, if desired.

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

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

Please explain the procurement relationship:



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: 11/19/13

Printed Name: Richard Henderson

Title: Vice President & Corporate Controller

Phone Number: (626) 440-3084

Email Address: Richard.Henderson@parsons.com

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

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

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

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

This disclosure is submitted for:

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

Project Name	I-88, Roadway Reconstruction, York Road to I-290
Illinois Procurement Bulletin Number	22030487
Contract Number	RR-13-4116
Vendor Name	Parsons Transportation Group Inc.
Doing Business As (DBA)	
Disclosing Entity	Parsons Corporation Employee Stock Ownership Plan Trust
Disclosing Entity's Parent Entity	N/A
Subcontractor	
Instrument of Ownership or Beneficial Interest	Other If you selected Other, please describe: ESOP TRUST

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STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

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

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

Option 1 – Publicly Traded Entities

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

OR

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

Option 2 – Privately Held Entities with more than 200 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

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

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

OPTION A – Ownership Share and Distributive Income

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

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

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

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		No distributive income	

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STEP 2 - DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

OPTION A – Ownership Share and Distributive Income

Parsons Corporation (the "Company") is a qualified subchapter S corporation, organized and existing under the laws of the State of Delaware. All of the issued and outstanding shares of the Company are owned by a single shareholder, the Parsons Corporation Ownership Plan Trust (the "Trust"), which holds the shares in trust for current and former employees of the Company and its subsidiaries who are participants in the ESOP. No individual participant in the ESOP has a participation interest greater than one-tenth of one percent. The ESOP and the Trust are qualified in accordance with provisions of the Internal Revenue Code and the regulations promulgated thereunder.

PARSONS

100 M Street SE Suite 1200 • Washington, DC 20003-3515 • (202) 775-3300 • Fax: (202) 775-3422 • www.parsons.com

December 5, 2013

Ms. Joanna Gunderson, Deputy General Counsel
Chief Procurement Officer of General Services Illinois Tollway
2700 Ogden Ave.
Downers Grove, Illinois 60515

RE: Illinois Tollway Contract No. RR-13-4116
State of Illinois - Financial Disclosures and Conflicts of Interest Forms

Dear Ms.Gunderson:

It was a pleasure speaking with you recently on the topic of the Financial Disclosures and Conflicts of Interest submittal (the "Parsons Submittal") made by Parsons Transportation Group Inc. ("PTG") in connection with the Illinois Tollway Contract No. RR-13-4116 (the "Contract"). As you might recall, PTG made the Parsons Submittal prior to the award of the Contract being set for approval by the Tollway Board (the "Board") at its November meeting. However, a question arose as to whether the mentioned Parsons Submittal complied with Illinois Procurement Code sections 30 ILCS 500/50-13 and 30 ILCS 500/50-35 (globally, the "Procurement Code"). As a result, consideration of approval of the Contract was withdrawn from the Board's November agenda, pending resolution of this question.

PTG is of the view that the Parsons Submittal is both compliant with the letter of the Procurement Code and serves the policies underlying the disclosure requirements, those being transparency as to ownership and control of the company and exposing any potential conflicts of interest.

Procurement Code section 30 ILCS 500/50-35(a) requires "disclosure of the financial interests of the contractor, bidder or proposer...". Subsection (b) then states, "Disclosure 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



EXHIBIT "1"
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are together referred to herein as "Parsons"). In interpreting this requirement, we understand that 60% of the Governor's salary is \$106,000.00. 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 Ownership Plan Trust (the "Trust") by a single shareholder/trustee, Evercore Trust Company N.A. (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 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 December 31, 2012, there were more than 15,000 ESOP Participants, none of which 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 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.

Very truly yours,

Parsons Transportation Group Inc.



John C. Guyer

Vice President and Associate General Counsel

Cc: John Donato, Chief of Procurement Illinois Tollway
Thomas Ahern, Parsons
Rich Hill, Parsons

Please certify that the following statements are true.

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

Yes No

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

Yes No

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

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

TABLE -- Z	
Name	Address

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

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

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

Name	Address	Relationship to Disclosing Entity

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

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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:

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

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

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

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

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

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

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

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

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

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

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

Please provide the name of the person or entity for which responses are provided: **Parsons Corporation ESOP Trust**

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

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

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

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

Yes No

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

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

EXHIBIT "1"
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Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

Please explain the procurement relationship:

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

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

Name of Disclosing Entity: Parsons Corporation Employee Stock Ownership Plan Trust

Signature: 

Date: 1/7/14

Printed Name: RICHARD HENDERSON
 Title: VICE PRESIDENT / MEMBER OF PARSONS ESOP COMMITTEE
 Phone Number: 626 440 3084
 Email Address: RICHARD.HENDERSON@PARSONS.COM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/14/2014

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

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

PRODUCER LIC #CA 0C19812 Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City, MO 64112-1906	1-816-960-9000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Parsons Transportation Group Inc. 10 S. Riverside Plaza, Ste. 400 Chicago, IL 60606		INSURER(S) AFFORDING COVERAGE	
		INSURER A: NATIONAL UNION FIRE INS CO OF PITTS	NAIC # 19445
		INSURER B: LEXINGTON INS CO	19437
		INSURER C: INSURANCE CO OF THE STATE OF PA	19429
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 38809821 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	GL17587105	01/01/14	01/01/15	EACH OCCURRENCE	\$ 1,500,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ included
						MED EXP (Any one person)	\$ included
						PERSONAL & ADV INJURY	\$ included
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ included
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	X	CA5101599 CA5101600	01/01/14 01/01/14	01/01/15 01/01/15	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	11665435	01/01/14	01/01/15	EACH OCCURRENCE	\$ 3,000,000
						AGGREGATE	\$ 3,000,000
							\$
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	WC015656170 (AOS) WC015656172 (MA/WI) WC015656171 (FL) WC015656169 (CA)	01/01/14 01/01/14 01/01/14 01/01/14	01/01/15 01/01/15 01/01/15 01/01/15	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	ARCHITECTS & ENGINEERS Professional Liability		11665420	01/01/14	01/01/15	PER CLAIM	1,500,000
						In Aggregate	3,000,000

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

RE: Job No. 861832-00100 - Illinois State Toll Highway Authority - I-88 Widening and Reconstruction (RR-13-4116) - MP 138.1 to MP 140.5 - Professional Engineering Services.

Contract End Date: 12/12/21

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

Insurance Primary as to Certain Additional Insureds

This endorsement, effective 12:01 A.M. 01/01/2014 forms a part of

Policy No. CA5101599 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 A.M. 1/1/2014 forms a part of

Policy No. CA5101599 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.

62897 (6/95)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Illinois State Toll Highway Authority	Where required by agreement or written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Illinois State Toll Highway Authority 2700 Ogden Avenue Downers Grove, IL 60515 USA	Where required by agreement or written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE

03/14/2014

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, Illinois State Toll Highway Authority is included as an additional insured but only to the extent of the named insureds negligence.

Excess Liability:

Excess Liability follows form over the General Liability, Automobile Liability and Professional Liability policies

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 Illinois State Toll Highway Authority.

Contractual Liability:

General Liability includes Contractual Liability. (insurance is available only to the extent provided by the policy).

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

Contract Number: RR-13-4116

Proposal Date: 10/30/2013

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-13-4116

Consultant:

Parsons Transportation Group

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2013												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Project Administration													8	13,339
Coordination/Meetings													16	
Concept Submittal														
Roadway Plans														
Structures														
Estimates/Schedule														24
Bid Phase Services														
TOTALS													24	24

Contract Number: RR-13-4116

Consultant:

Parsons Transportation Group

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2014												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Administration	40	40	40	40	40	40	40	40	40	40	40	40	480
Coordination/Meetings	64	64	64	64	64	64	64	64	64	64	64	64	768
Concept Submittal	86	340	340	340	300	300	444	444	444	444	444	440	1706
Roadway Plans					391	440	444	444	444	444	444	440	3491
Structures					120	140	140	140	140	140	140	150	1120
Estimates/Schedule				80	100	80	80	80	100	80	80	80	600
Bid Phase Services													
TOTALS	190	444	444	524	1015	1064	688	768	788	768	698	774	8165

Contract Number: RR-13-4116

Consultant:

Parsons Transportation Group

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Administration	40	40	40	40	40	40	34	32	32	32	32	32	434
Coordination/Meetings	64	64	64	64	64	64	24	24	24	20	20	20	516
Concept Submittal													
Roadway Plans	440	440	440	440	440	440							2640
Structures	150	150	150	150	150	150							900
Estimates/Schedule	80	100		80	100	80							440
Bid Phase Services													
TOTALS	774	794	694	774	794	774	58	56	56	52	52	52	4930

Contract Number: RR-13-4116

Consultant: Parsons Transportation Group

Parsons Transportation Group

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Administration	12	12	8	8	8	8	8	8	8	8	8	8	96
Coordination/Meetings	4	4	4	4	4	4	4	4	4	4	4	4	44
Concept Submittal													
Roadway Plans													
Structures													
Estimates/Schedule													
Bid Phase Services									40	40			80
TOTALS	16	16	12	12	12	12	12	12	12	12	52	52	220

EXHIBIT A
PAGE 23 OF 254

Contract No.: RR-13-4116

Consultant: Parsons Transportation Group

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>13,339.00</u>	X	<u>\$ 43.46</u>	=	TOTAL DIRECT SALARY	<u>\$ 579,712.94</u>
(Total Work Hours from Exhibit C-2)		(Average Hourly Rate from Exhibit C-2)			

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 \$ 1,623,196.23

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 70,745.41

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ 984,307.51

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

TOTAL SERVICES BY OTHERS \$ 984,307.51

D. ADDITIONAL SERVICES (Prime Consultant)

\$ 670,329.80
(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

\$ -
(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES \$ 670,329.80
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 3,348,578.95

Contract No.: RR-13-4116

Consultant: Parsons Transportation Group

Date: 10/30/2013

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 36 No. OF MONTHS

SCHEDULED START DATE: 12/1/2013

RAISE DATE: 8/1/2014

PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

12/1/2013 - 7/31/2014	8/1/2014 - 7/31/2015	8/1/2015 - 7/31/2016	8/1/2016 - 11/30/2016	
Date	Date	Date	Date	Date
8.0	12.0	12.0	4.0	
36.0	36.0	36.0	36.0	36.0
22.22% Factor First Period	34.33% Escalation Factor Second Period	35.36% Escalation Factor Third Period	12.14% Escalation Factor Fourth Period	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date
36.0	36.0	36.0	36.0	36.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 104.06%

EXHIBIT "1"

PAGE 75 OF 254

Contract No.: RR-13-4116

Consultant: Parsons Transportation Group

Date: 10/30/2013

Escalation Factor: 104.06%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST OVERTIME PREMIUM				
Classification Eligible for Premium Overtime?	Classification	Current MINIMUM Hourly Rate for Classification	Current MAXIMUM Hourly Rate for Classification (See Note A to Right)	Average Hourly Rate for Classification (See Note B to Right)	Escalated Average Hourly Rate for Classification (See Note C to Right)	Estimated Work Hours (Including Overtime)	Total Estimated Work Hours:			Total Overtime Premium:				
							Total Estimated Work Hours:	Average Hourly Rate:	Total Direct Labor	Estimated O/T Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:	Escalated Average Premium Overtime Hourly Rate (See Note D to Right)	Estimated Overtime Hours (Overtime Hours Only)
No	Senior Engineering Manager	\$70.00	\$70.00	\$70.00	\$70.00	380.00								
No	Supervising Engineer	\$51.64	\$70.00	\$60.82	\$63.29	1,150.00								
No	Principal Engineer	\$44.33	\$68.17	\$56.25	\$58.53	1,150.00								
No	Senior Engineer	\$37.55	\$50.24	\$43.90	\$45.68	2,100.00								
No	Engineer II	\$36.44	\$45.14	\$40.79	\$42.45	2,200.00								
No	Engineer I	\$31.30	\$37.84	\$34.57	\$35.97	2,140.00								
Yes	Associate Engineer	\$28.73	\$36.41	\$32.57	\$33.89	1,000.00								
Yes	Senior Technician	\$33.89	\$50.77	\$42.33	\$44.05	1,370.00								
Yes	Technician	\$19.33	\$34.76	\$27.05	\$28.14	1,310.00								
Yes	Administrative Assistant	\$22.64	\$33.27	\$27.96	\$29.09	539.00								

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Contract No.: RR-13-4116

Consultant: Parsons Transportation Group

Date: 10/30/2013

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)	Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)
Senior Engineering Manager	Steven J. Davidson	Engineer II	Shaoyun Sun
	Yidiong He		Pamela Yuen
	Richard Hill		John Kerins
	Robert Magliola		
	Ricardo Mantay		Robert Brzezson
	William Olson	Engineer I	Casey Elsten
	Mark Peterson		Kevin Kohlstedt
	Satya Varadhi		Elizabeth Norton
Supervising Engineer	Roger DiGulio	Associate Engineer	Emily Chavez
	Jeremy Irvine		Carl Chaifetz
	Anthony Pakeltis		Elizabeth Rehwoldt
	Todd Ude		Christopher Trcka
Principal Engineer	Yinghong Cao		
	Martin Furrer		
	Robert Gilly	Senior Technician	Steve Corbett
	Ried Jacobsen		Andrew Fishburn
	Kishor Patel		Brian Oehl
	Rajesh Patel		Steven Osowski
Senior Engineer	Hiba Abdalla	Technician	Salahuddin Quraishi
	Manuel Ayuso		Kathy Sara
	Jay Coleman		Henri Varaneckas
	Nick Harrison		Katherine Yamasaki
	Craig Moore		Elizabeth Clark
	Yuriy Shapiro		Arturo Cuyugan
	Jennifer Sherman		Andrew Fishburn
Jiahong Zuo	Evan Mosier		
Engineer II	Peter Elza	Administrative Assistant	Min He Pan
	Tim Haney		Jessica Abbott
	Brian McKnuckle		Renell Apacanis
	Susan Simkus		Jeanine Bzdyl
	Orlando Sotto		Kelly Kane

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**
http://www.illinoistollway.com/documents/10157/36206/LG_TO_LLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

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

DIRECT COST CATEGORY

Printing

Bridge Inspection

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 70,745.41

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: RR-13-4116

Consultant: Parsons Transportation Group

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Steven J. Davidson

Project Manager: Richard Hill

Project Engineer: Nick Harrison

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: Jay Coleman

Project Structural Engineer: Todd Ude

Project Drainage Engineer: Rajesh Patel

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

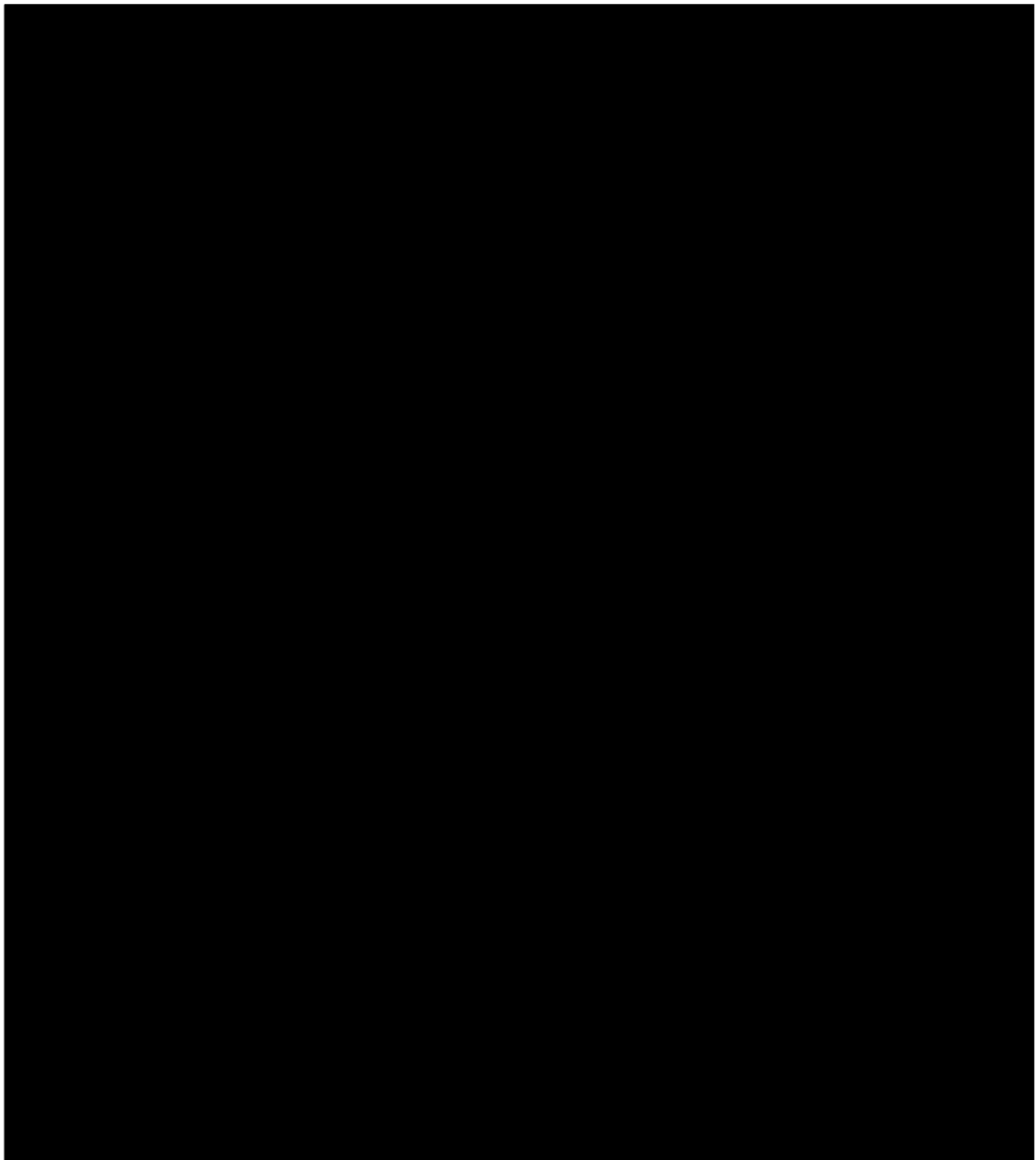
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Name: _____

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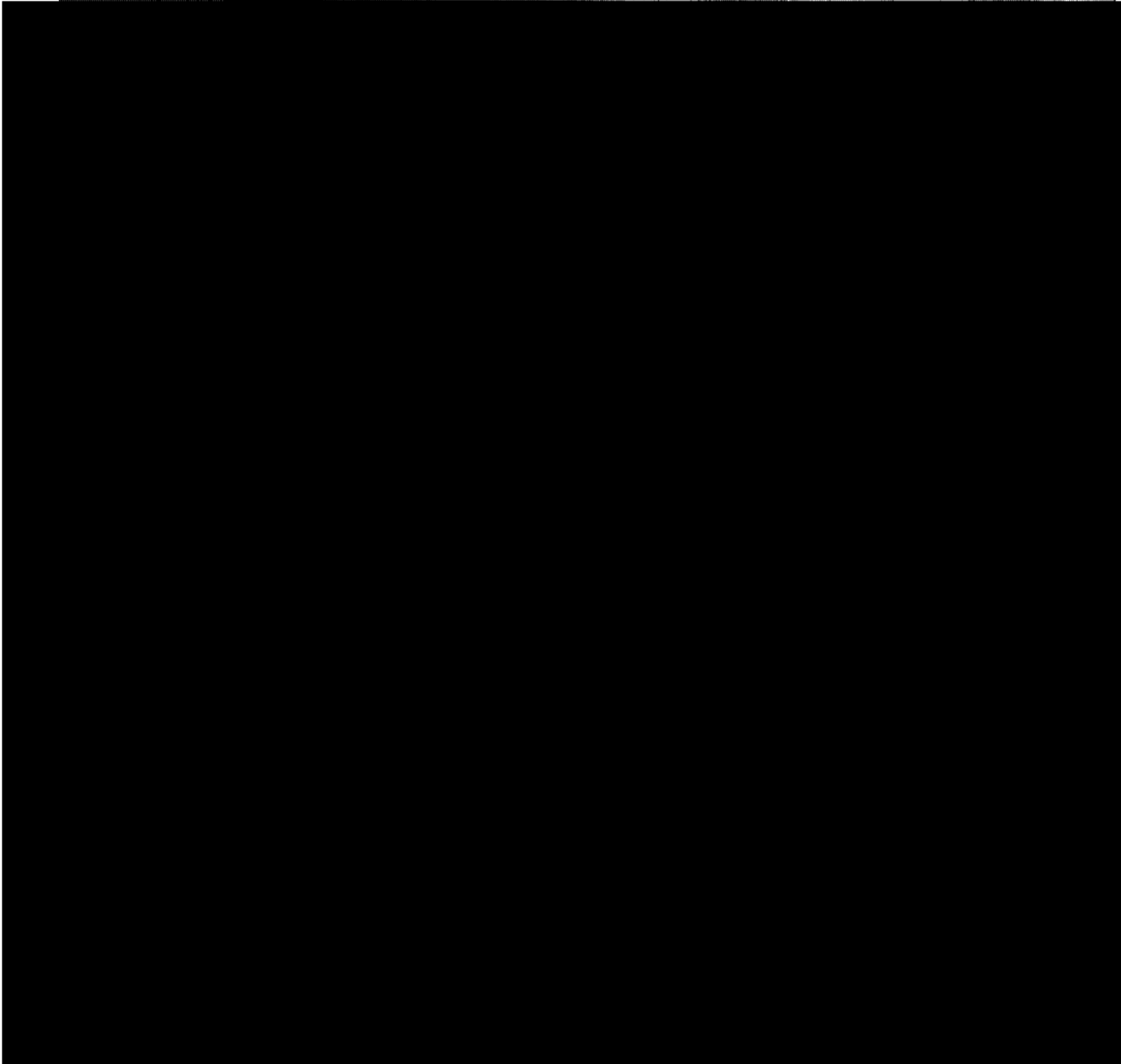
PARSONS

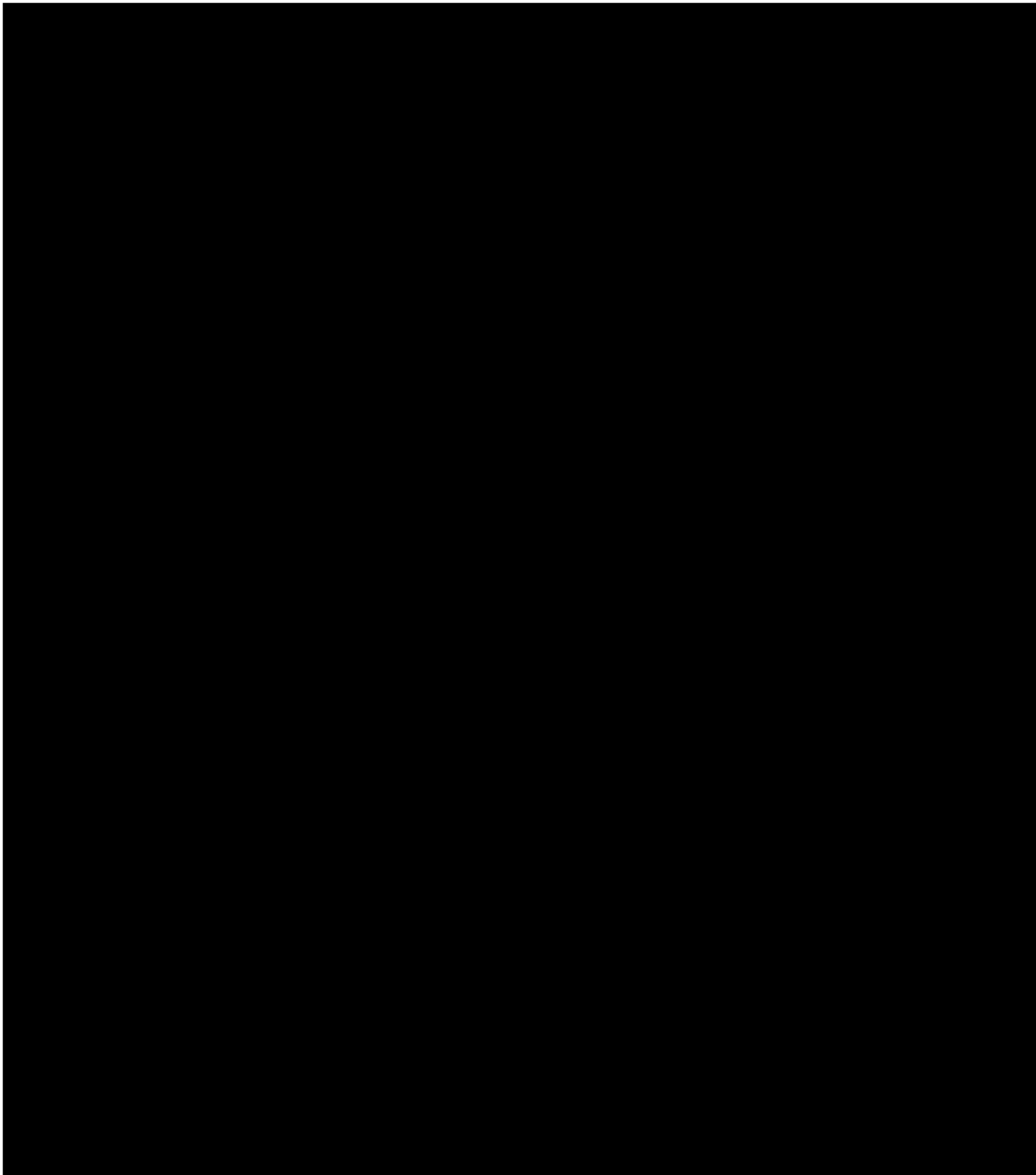
Steven J. Davidson, PE
VICE PRESIDENT



PARSONS

Richard Hill, PE
PROJECT MANAGER

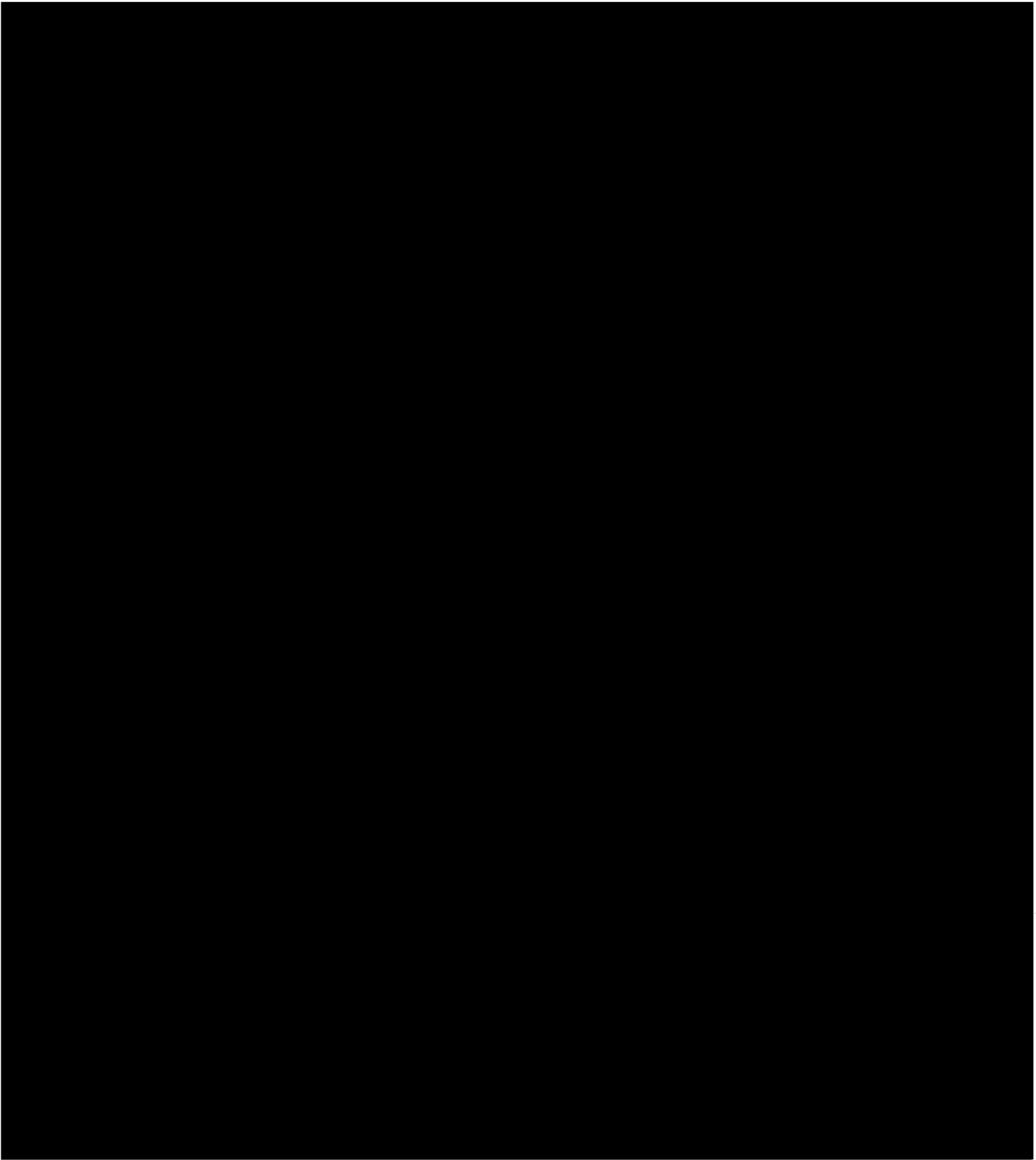




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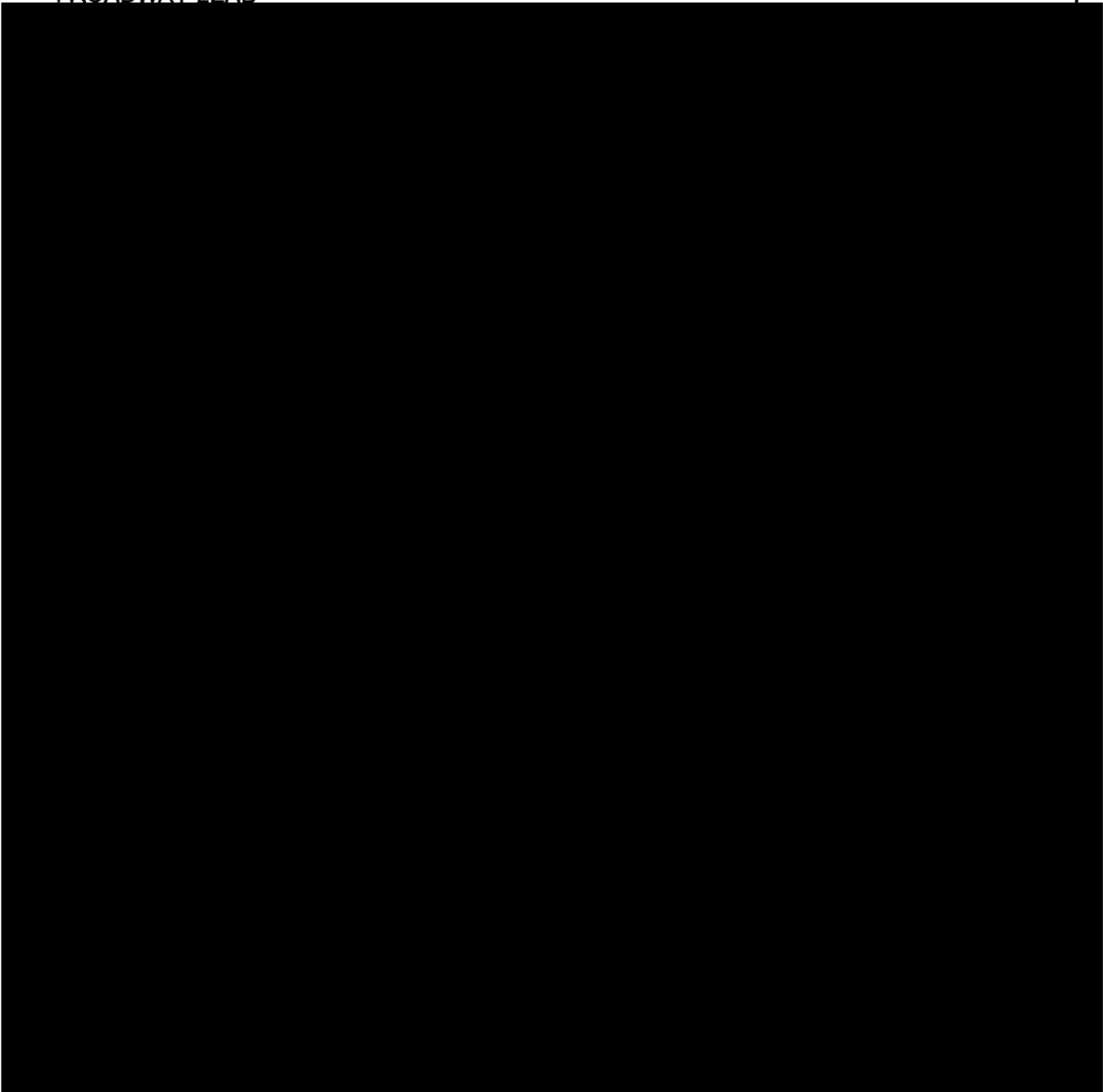
Nick Harrison, PE
PROJECT ENGINEER

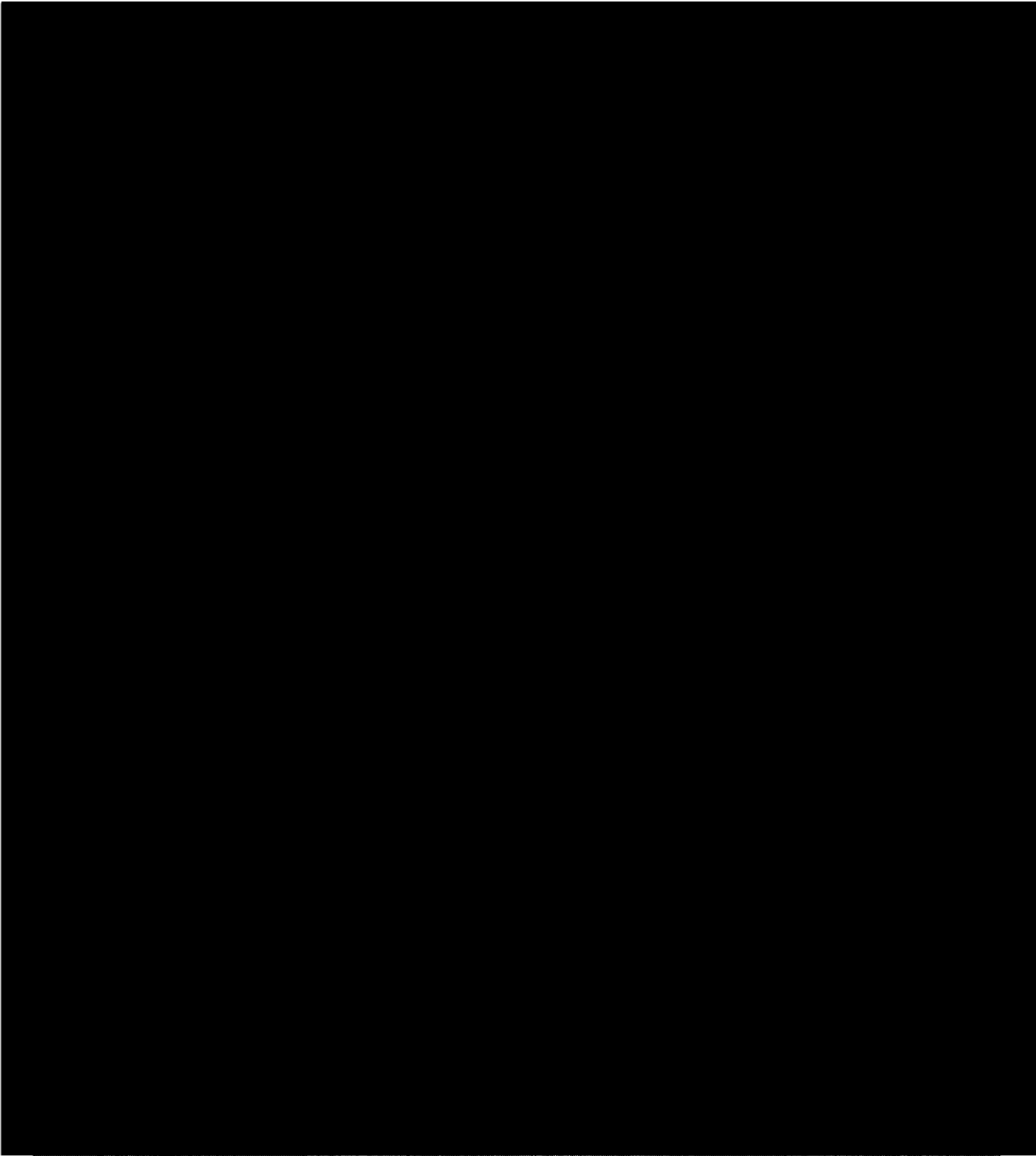




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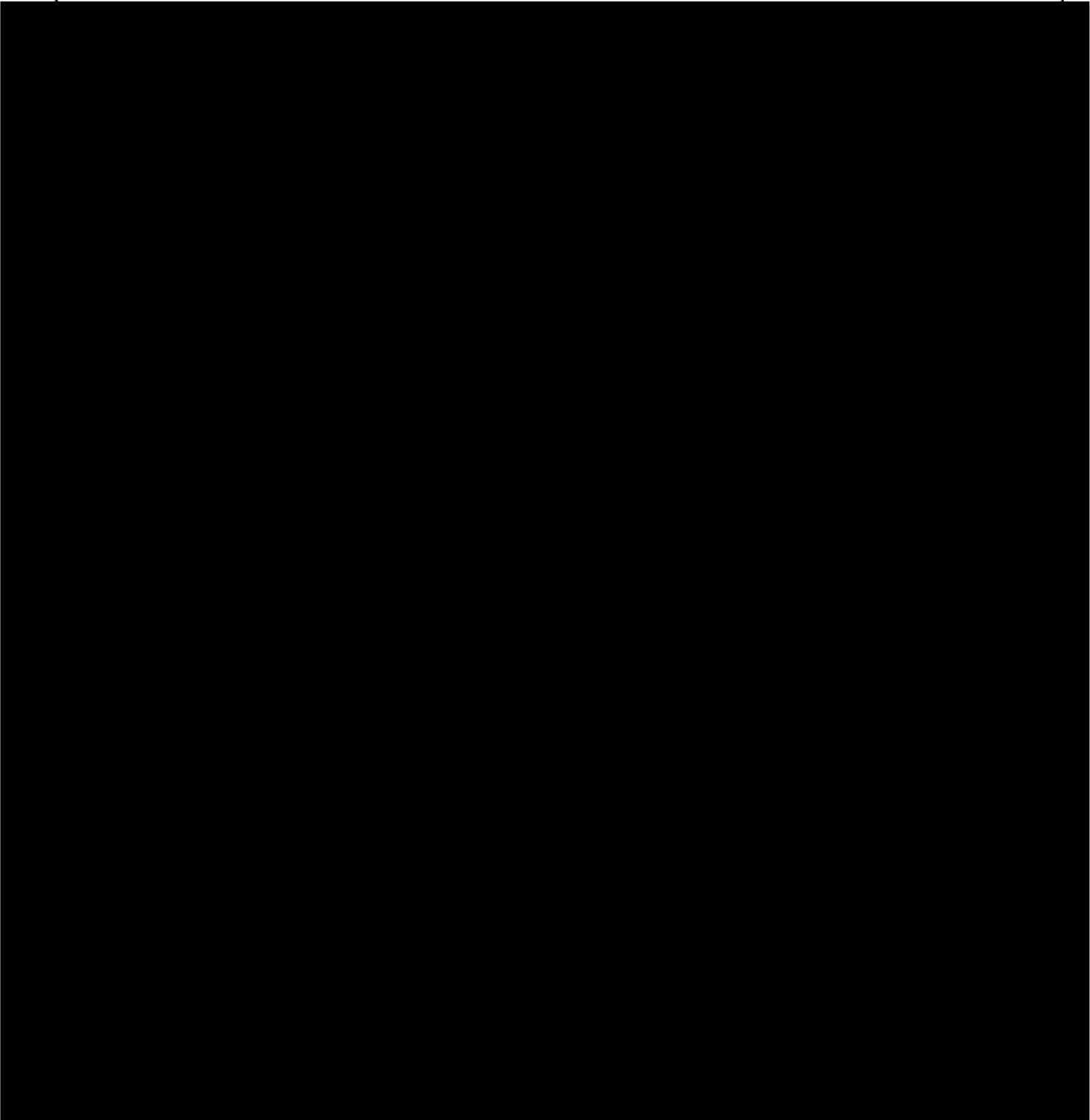
Jay Coleman, PE
ROADWAY LEAD

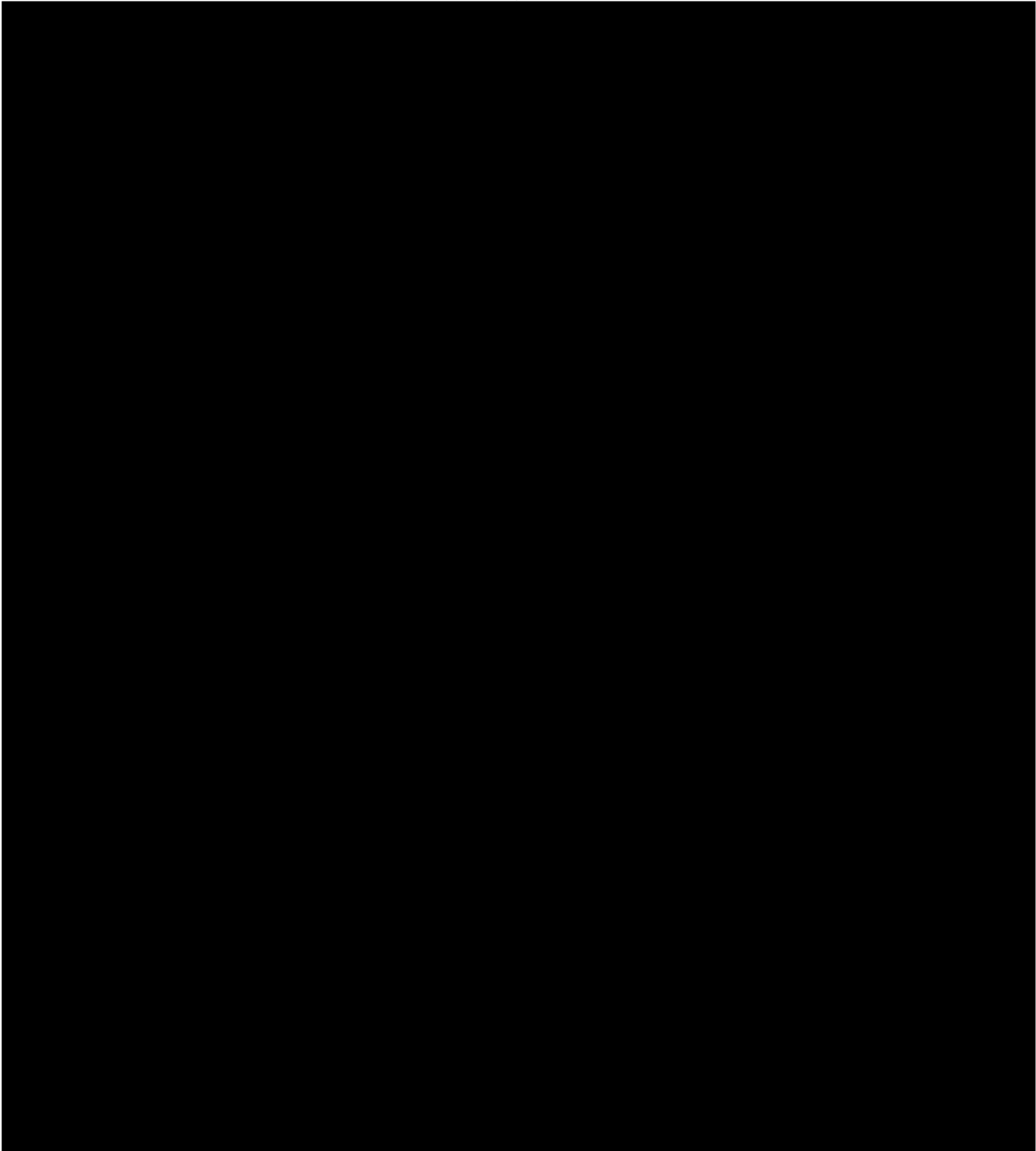




PARSONS

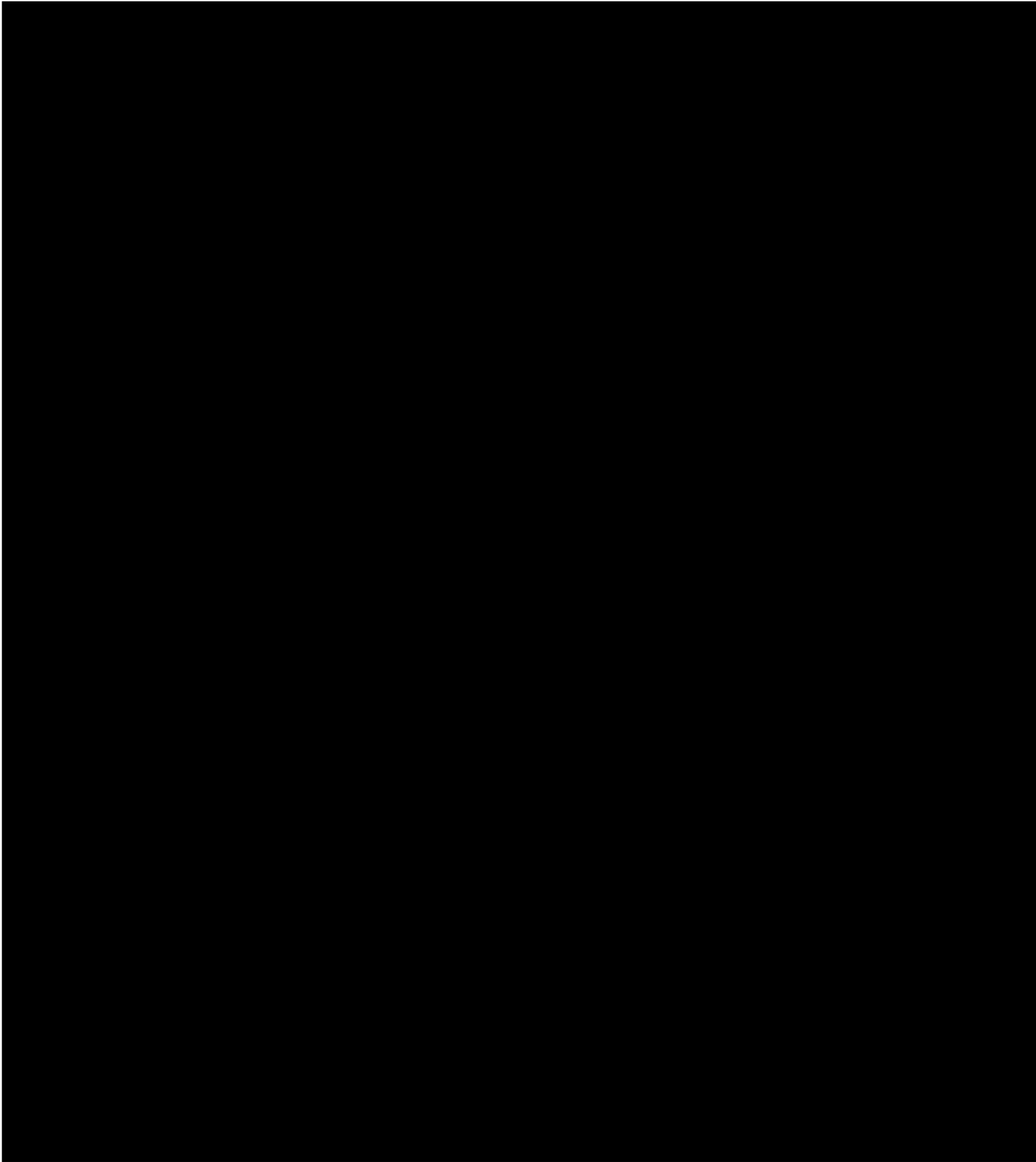
Todd Ude, PhD, PE, SE
STRUCTURES LEAD





PARSONS

Rajesh Patel, PE
DRAINAGE LEAD/BMP



PARSONS TRANSPORTATION GROUP

Exhibit F

Scope of Work

**Roadway Reconstruction, Reagan Memorial Tollway,
York Road Plaza (M.P. 138.1) to I-290 (M.P. 140.5)**

Contract No. RR-13-4116

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This project is to prepare contract plans and specifications and project related permits for the proposed reconstruction of the Reagan Memorial Tollway between York Road and I-290 in DuPage and Cook Counties, Illinois. The Tollway may adjust the project limits and project scope to more accurately reflect the field conditions.

II. ITEMS OF WORK TO BE INCLUDED IN CONTRACT RR-13-4116

The Design Section Engineer's (DSE) services under Contract RR-13-4116 shall consist of the preparation of contract plans and specifications for the above described project, together with the identification of potential utility conflicts as per the requirements of the Tollway Design Section Engineer's Manual, as amended by the Tollway, and herein specified. The design criteria and policies, Standard Specifications, materials and construction requirements of the Illinois State Toll Highway Authority shall apply to all portions of the improvement under Tollway jurisdiction. The design criteria and policies, materials and construction requirements of the Illinois Department of Transportation shall apply outside the Tollway jurisdiction area.

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

A. ROADWAY REQUIREMENTS

1. Utilize existing aerial mapping, including contours for developing exhibits, right-of-way analysis, etc.
2. Identify utility impacts on construction, right-of-way, costs, and project schedule.
3. Conduct supplementary survey and right-of-way studies as required.
4. Develop maintenance of traffic and construction staging options for each alternative and corresponding progress schedules.

B. DESIGN AND PLAN PREPARATION – DETAILED REQUIREMENTS

1. During this phase, the DSE shall prepare Design Concepts, perform designs and prepare contract plans and documents for implementation of the roadway and bridge rehabilitation, to include, but not be limited to, the following:
 - a. Reconstruction of existing mainline and ramp pavements as defined by the Tollway.
 - b. Rehabilitation of existing mainline bridges.
 - c. Rehabilitation of existing cross road bridges.
 - d. New drainage structures and modifications to existing drainage systems, as needed.
 - e. Erosion control for all construction zones.

- f. Appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Tollway's Environmental Studies manual.
 - g. Pavement markings, delineators and signage for the contract limits. The DSE shall identify signs to be supplied by the Tollway and by the Contractor.
 - h. Roadway lighting upgrades as required in areas currently illuminated.
 - i. Barrier warrant analyzes for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Tollway Traffic Barrier Guidelines.
 - j. Maintenance of Traffic plans for the Tollway, IDOT and cross road traffic during construction shall be provided by the DSE.
 - k. Provisions for protection and/or relocation of utilities.
 - l. Restoration or relocation of existing Remote Traffic Microwave Sensors (RTMS) units and Closed Circuit Television (CCTV) cameras that have been damaged or displaced by roadway and ramp reconstruction.
 - m. Identification of new Intelligent Transportation System (ITS) asset (RTMS or CCTV) locations based upon design criteria to be provided by the Tollway.
 - n. Design of three (3) RTMS / CCTV installations at critical locations identified in (m) above.
 - o. All other appurtenant and miscellaneous items.
2. All coordination with Agencies with regard to environmental issues, including but not limited to the Army Corps of Engineers, the Illinois Department of Natural Resources, the Illinois Environmental Protection Agency, the Office of Water Resources, the Illinois Department of Transportation, Cook County and DuPage County shall be conducted through Illinois Tollway. The DSE will be expected to assemble information and documents necessary for Illinois Tollway to perform such coordination.

C. STRUCTURAL REHABILITATION AND MODIFICATION

1. Perform detailed inspections and preparation of bridge condition reports (BCR) of structures, including life cycle cost analyses for the Structures listed below as well as in Table A with recommendations to be reviewed and approved by the Tollway:
 - a. BN 275 (M.P. 138.60), I-88 EB over Salt Creek – I-TM / ABCR
 - b. BN 276 (M.P. 138.60), I-88 WB over Salt Creek – I-TM / ABCR
 - c. BN 277 (M.P. 138.60), Ramp M over Salt Creek – I-TM / ABCR
 - d. BN 281 (M.P. 138.90), York Road – BCR
 - e. BN 280 (M.P. 138.90), Bike Path – I-TM / ABCR
 - f. BN 216 (M.P. 139.30), IL Route 38 WB – BCR
 - g. BN 215 (M.P. 139.30), IL Route 38 EB – BCR
 - h. BN 210T (M.P. 140.00), Ramp D and E – BCR

D. ENVIRONMENTAL STUDIES AND REPORTS

1. Determine and evaluate potential environmental impacts.
2. Completion of a two-part Environmental Studies Inventory Sheet (ESIS). Part I shall be submitted no more than four weeks following notice to proceed. Part II shall be submitted with preliminary plans.
3. Evaluate and develop erosion control plans/measures if necessary.
4. Complete Phase II Environmental Assessment for locations identified in the Phase I report and complete forms 662 and 663 as outlined in Design Bulletin 13-01.

E. MAINTENANCE OF TRAFFIC

Protection and maintenance of Tollway and cross road traffic, and maintenance of toll operations during construction. The existing number of traffic lanes shall be maintained on the mainline in each direction on the Reagan Memorial Tollway during peak hours. Lane closures, if required by the DSE, must be in accordance with Tollway's Lane Closure Guide.

F. UTILITIES

1. The DSE will be required to provide a copy of the agency utility contact log on a monthly basis.
2. Verify location of existing communications cables and utilities with respect to the proposed improvements.
3. All utilities coordination shall be performed in accordance with the DSE Manual, specifically with requirements of Subsection 4.5.15 and Section 6.

G. GEOTECHNICAL INVESTIGATION AND REPORT

The DSE shall perform a geotechnical investigation and prepare a report in accordance with the appropriate sections of the Tollway's Geotechnical Engineer Manual. The field exploration program shall consist of subgrade borings for mainline pavement at about 150 foot intervals alternating in direction of traffic. A plan depicting the number, spacing and location, depth and type of borings shall be prepared by the DSE for review and approval by the Tollway prior to the start of the field exploration program. The plan shall also include any additional borings beyond those listed herein that the DSE deems necessary to perform the work.

III. DESIGN SECTION ENGINEER (DSE) SERVICES**A. EXECUTION OF ENGINEERING SERVICES**

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

B. FIELD SURVEY

1. The DSE shall perform all survey work necessary for the design of the project in accordance with the appropriate sections of the DSE Manual, or as required for compliance with governing design criteria to provide a complete and acceptable design.
2. Maximum use should be made of the Tollway's record drawings; however, it is the Design Section Engineer's responsibility to verify all topography in the field.
3. Obtain adequate survey information for determining barrier warrant analysis, etc. including approach shoulder drainage and appurtenances.
4. Utilize the Tollway's record drawings and verify features in the field. Utilize stationing on drawings only as a reference for the location of the structures. It is not the intent for the DSE to re-establish stationing in the field.

IV. REQUIRED SUBMITTALS TO THE AUTHORITY

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

A. CONCEPT SUBMITTAL REQUIREMENTS:

1. Concept construction cost estimate.
2. Impacts to construction schedule and staging.
3. Barrier warrants samples per DSE Manual.
4. Provide written results on findings from Section III of Scope with written recommendations.
5. Maintenance of traffic concepts shall include preliminary stage layouts and duration estimates.
6. Bridge Condition Reports.
7. Pavement markings, delineators and signing for the contract limits.
8. Lighting updates for the contract limits.

B. OTHER SERVICES AND SUBMITTALS REQUIRED:

1. Preparation of preliminary, pre-final and final contract documents, special provisions, design and quantity calculations and construction schedule to be reviewed by the Tollway.
2. The DSE shall coordinate and incorporate all requirements of other design contracts impacting this project, if any. The DSE shall meet with other DSE's as often as required to insure the final contract documents of all contracts relating to the limits are coordinated.
3. Maintenance of traffic and construction staging.
4. Final construction cost estimates will be developed by the DSE.
5. The DSE shall utilize new Tollway stationing. Stationing of existing appurtenances shall be approximated from existing stationing and digital ortho-imagery information.

6. Analysis and recommendations shall be made for bridge repairs or reconstruction. Bridge Condition Reports shall contain life cycle cost analyses. The life cycle cost analysis (LCCA) shall be performed in accordance with procedures outlined in Publication No. FHWA-SA-98-079. The analysis shall use the following parameters: Nominal discount rate of 6%; inflation rate of 5%; life of new bridge deck equal to 50 years; a new bridge deck will be overlaid after 25 years of service, life of new bridge substructure shall be 100 years; and utilize typical unit prices developed by the Tollway.
7. Coordinate with the Tollway Project Manager on sending individual letters to municipal, township, county and utility company officials with jurisdictional boundaries adjacent to the project area. Allow interested officials to review concepts under Tollway consideration and comment on community issues of concern or support.
8. Coordinate with the Tollway Project Manager and the Tollway's Planning Division on meeting with individual property owners, neighborhood groups and their local officials as required to address their questions or concerns regarding indirect project impacts.
9. Submit DSE Quality Management Plan within 14 days of Notice to Proceed.
10. All other submittals as required in the DSE Manual. All drawings shall be prepared using MicroStation in accordance with the ISTHA Computer Aided Plan Preparations (ICAPP) policies and procedures.

V. ITEMS TO BE FURNISHED TO THE DESIGN SECTION ENGINEER

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

1. It shall be the responsibility of the DSE to select the applicable reduced record drawings from the Tollway's website at www.illinoisvirtualtollway.com.
2. Pavement thickness design and material requirements will be provided by the Tollway's Systemwide Pavement Roadway Management Services consultant.
3. The Tollway's biennial structural inspection report of the bridges within the project limits.
4. Digital ortho-imagery, contours, horizontal and vertical survey control and center line of the project limits.
5. Copies of Illinois Tollway Standard Specifications, Standard Drawings, and Design Manual can be obtained from the Tollway's website at www.illinoistollway.com.
6. Copies of Bridge Condition Reports (as required).
7. Copies of Maintenance Section Reports (as required).

PROJECT SCHEDULE

Contract No. RR-13-4116
Roadway Reconstruction, Reagan Memorial Tollway,
York Road Plaza (M.P. 138.1) to I-290 (M.P. 140.5)

SCHEDULE

1.	Scoping Meeting	TBD
2.	Design Scope Submittal	TBD
3.	Design Scope Approval	TBD
4.	Notice to Proceed	December 15, 2013
5.	Project Kick-Off Meeting	TBD
6.	Concept Submittal	TBD
7.	Preliminary Submittal	TBD
8.	Pre-final Submittal	TBD
9.	Final Submittal	March 30, 2015
10.	Advertise	TBD
11.	Bid Opening	TBD
12.	Board Award	TBD
13.	Construction Start Date	TBD
14.	Construction Completion Date	TBD

TBD dates will be provided by the Tollway PM after NTP is issued to the DSE.

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

**Contract No. RR-13-4116
Roadway Reconstruction, Reagan Memorial Tollway,
York Road Plaza (M.P. 138.1) to I-290 (M.P. 140.5)**

Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge	Maintenance**
275, 276, 277	EB, WB	138.60	Salt Creek	O	Concrete	A
281	EB, WB	138.90	York Road	U	Steel	B
280	EB, WB	138.90	Bike Path	U	Steel	A
215, 216	EB, WB	139.30	IL Route 38 (Roosevelt Road)	O	Concrete	A
210T	EW	140.00	Ramp E and D	O	Concrete	A

- ** A Type – Illinois Tollway has complete maintenance responsibility.
 ** B Type – Illinois Tollway has partial maintenance responsibility.
 ** C Type – Illinois Tollway has complete or partial maintenance responsibility.

Attachment A**Web-based Project Management System**

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

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

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

All consultant, subconsultant and supplier employees who will use the web-based system must complete the training provided by the Tollway prior to receiving access to the system. A valid e-mail address must be provided prior to training session. The consultant agrees to comply with all terms and conditions associated with use of the web-based project management system.

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

- 3.0** Consultant is required but not limited to submit the following using the System:
- 3.1 Submittal schedule, submittals shall be processed using the System to provide a record of activity.
 - 3.2 Progress reports.
 - 3.3 Inspection reports.
 - 3.4 Requests for information, project clarifications, general communication and project related issues.
 - 3.5 Meeting agendas, no later than 3 days before meeting.
 - 3.6 Minutes of meetings, no later than 3 days after each progress meeting date, distribute copies of minutes via the System to each party present and to other parties who should have been present. Include a brief summary in narrative form of progress since the previous meeting and report.
- 4.0** Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:
- 4.1 Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf), black and white with maximum resolution of 200dpi using CCITT Group 4 (2d Fax) compression.
 - 4.2 Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.
 - 4.3 Electronic photographs shall be submitted in JPEG (.JPG) file format, sized at a minimum resolution of 1024x768 pixels.
 - 4.4 Grayscale or color photo images that are scanned shall be saved in JPEG (.JPG) file format with medium to low quality compression at a maximum resolution of 200 dpi.
 - 4.5 Product data that is available for download from the Manufacturer's website, that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

System Requirements	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0 or greater
Processor Speed	2.0 GHz or greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners ⁶	
Medium Format Scanner ¹	Canon DR-5020 Document Scanner or equivalent
Medium Format Scanner ¹	Canon DR-5080C Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D IPC Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D VRS Document Scanner or equivalent
Medium Format Scanner ¹	Epson GT-30000 Document Scanner or equivalent
Large Format Scanner ¹	Océ TDS610 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Océ TDS810 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Vidar Select P36 Color Scanner or equivalent
Large Format Scanner ¹	Vidar Select MP36 MonochromeScanner or equivalent
Required Additional Software	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader ²
Portable Document Format(.PDF) file generator	Adobe Acrobat ³
ZIP File compression utility	WinZip ⁴ or equal

¹ Large and medium format scanning may also be outsourced to a digital reproduction house in your locale.

² Adobe Acrobat Reader is free software available for download at <http://www.adobe.com/>

³ Adobe Acrobat is not a free software and must be purchased. At least one copy of the software must be purchased by the Consultant and must reside on a PC accessible to all users within the Consultant's office. The purchase and installation of multiple copies is recommended.

⁴ A fully functional evaluation version of WinZip is available for download at <http://www.winzip.com/>, alternative free file compression utility is 7-zip available at <http://www.7-zip.org/>

Note: The scanner models specified meet the requirements of website usage and are provided for information purposes only. Scanner models may change or be discontinued by the manufacturer.

EXHIBIT "I"
PAGE 105 OF 254

November 21, 2013

Exhibit F Scope of Work

Contract No. RR-13-4116

Roadway Reconstruction, Reagan Memorial Tollway
MP 138.1 to MP 140.5 (Exhibit F limits)

Attachment F-1; Project Assumptions

Based on the September 6, 2013 Scoping meeting, and subsequent discussions, the following items and assumptions have been identified to clarify the scope of work and are the basis of the Fee Estimate submitted on October 30, 2013. The items have been listed to match the Exhibit F sections.

I. Project Description

1. The limits of the reconstruction for I-88 are anticipated to be from approximately MP 138.9, the eastern limit of the York Road Plaza ORT contract (Contract I-06-5517) to MP 140.5, the eastern limit of I-88.

II. Items of Work to be included in Contract RR-13-4116

A. Roadway:

1. Ramp E (EB I-88 to NB I-294) and Ramp F (SB I-294 to WB I-88) are included in the scope of work. Ramp B (NB I-294 to EB I-290) and Ramp D (WB I-290 to SB I-294) are not included.
2. A traffic operations analysis will not be required during the Concept Phase.
3. In general, the existing number of lanes on I-88 will be reconstructed. No additional lanes are anticipated for added capacity.
4. If the York Road or Roosevelt Road bridges are reconstructed, the existing number of lanes, pavement widths and adjacent intersection and interchange configurations will be maintained within the project limits.
5. The Additional Services scope assumes that modifications to the existing traffic signals along York Road will not be required.

B. Design and Plan Preparation- Detailed Requirements

1. The roadway lighting will be upgraded to LED within the limits of the reconstruction. Lighting will be added to the portion of I-88 that is not currently lighted. Under-deck lighting will be replaced on the York Road and Roosevelt Road bridges. Tunnel lighting will be replaced on the Ramp E structure.
2. Traffic barrier warrants to be prepared in accordance with the March 2013 Illinois Tollway Traffic Barrier Guidelines. One Concept BWA will be submitted for the corridor on roll plot exhibits.
3. Barrier warrants following the Tollway's procedures will not be required for York Road and Roosevelt Road.
4. The ITS scope of work is clarified as follows.
 - Power distribution centers will not be required.
 - Modifications to ITS devices at the York Road Plaza will not be included.

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- Analog cameras to be upgraded with digital cameras..
- Assume two proposed CCTV locations.
- Assume two additional mainline traffic detectors may be required.
- Determination of need for ramp queue detection will be based on field observations and coordination with Tollway staff. Traffic analysis calculations will not be performed.

C. Structural Rehabilitation and Modification:

1. Exhibit F refers to Bridge Number 277 as "Ramp M". Record plans for Contract I-06-5516 show a bridge number 277, titled "Harger Rd Ramp" and carrying "Cash Exit Ramp" over Salt Creek, but make no reference to "Ramp M". It is understood that it is this structure which Exhibit F refers to as BN 277 Ramp M.
2. The scopes of work to be developed within the Bridge Condition Reports shall be predicated on delivering maintenance free life extensions of 10 or more years (to 2027). For structures identified in Exhibit F to receive "full" Bridge Condition Report, Life Cycle Cost Analyses according to FHWA-SA-98-079 will support the scope determinations. For structures receiving "abbreviated" Bridge Condition Reports, Life Cycle Cost Analyses will not be provided.
3. Inspection, reporting, and repair plans for the buried frame (tunnel) structure 210T (Ramps D&E under I-88) have been removed from the scope.
4. The base scope of services includes the rehabilitation of the York Road bridge over I-88 (Bridge 281). Work associated with the possible reconstruction of the bridge, and associated geotechnical, survey and approach roadway design is included in the estimate for Additional Services.
5. The base scope of services includes the rehabilitation of the Roosevelt Road bridges (Bridges 215 and 216). Work associated with the possible reconstruction of the bridge, and associated geotechnical work, survey, and approach roadway design is included in the estimate for Additional Services
6. If the recommendation in the Concept Report and BCR is to reconstruct the York Road bridge, approval from the Tollway for the configuration and type of bridge will be received prior to starting work covered by the Additional Services.
7. If the recommendation in the Concept Report and BCR is to reconstruct the I-88 bridges over Roosevelt Road, approval from the Tollway for the configuration and type of bridges will be received prior to starting work covered by the Additional Services.

E. Maintenance of Traffic

1. The roadway and bridge rehabilitation work along I-88, including the potential reconstruction of the bridges over Roosevelt Road, will be constructed in a single contract.
2. The reconstruction of the York Road bridge and approaches, if determined to be required, is assumed to be included in the mainline contract.
3. It has been assumed that the rehabilitation or reconstruction (if required) of the York Road bridge deck can be accomplished in two stages and a detour will not be required.

G. Geotechnical Investigation and Report

1. It is acceptable to have two drilling/coring crews working under the same lane closure, or attenuator trucks during nighttime work.

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2. If it is determined that the York Road bridge will be reconstructed, three structural borings will be acquired. Ten structural borings will be drilled in the event of reconstruction of the Roosevelt Road bridge.

IV. Required Submittals to the Authority

- A. A Pre-Concept phase will not be required.
- B. The construction documents will be completed by June 30, 2015, in advance of the proposed letting date of 2017
- C. Work associated with shop drawing review, and responses to RFI's are assumed to be included under a separate subcontract with the CSE.

V. Items to be furnished to the DSE

The following additional items from those indicated on Exhibit F are to be furnished to the DSE:

- A. Control points, benchmarks, alignment files, established centerline, and official stationing for the I-88 project limits.
- B. If the Additional Services are required for York Road and Roosevelt Road, digital ortho-imagery and contours within the existing right of way of York Road and Roosevelt Road will be provided. The limits will include 1500 feet north and south of I-88 along York Road and 1000 feet east and west of I-88 along Roosevelt Road.

WORK HOUR ESTIMATE - Parsons Transportation Group

PROJECT: I-88 Reconstruction; M.P. 138.1 to M.P. 140.5
 CONTRACT NO.: RR-13-4116

TITLE DESCRIPTION AS IN TITLE BLOCK	NO. OF SHEETS	TOTAL HOURS	PTG	2IM	DBS	SE3	SINGH	WANG
TITLE SHEET	2	16	16					
PROFESSIONAL SEALS	1	8	8					
INDEX OF DRAWINGS	2	16	16					
STANDARD DRAWINGS	2	16	16					
GENERAL NOTES	1	16	16					
PROGRESS SCHEDULE	3	72	72					
SUMMARY OF QUANTITIES	5	120	120					
SCHEDULE OF QUANTITIES	10	240	240					
ALIGNMENT, TIES AND BENCHMARKS	6	72			72			
TYPICAL SECTIONS	10	392	392					
ASPHALT SELECTION CHART	1	24	24					
MAINTENANCE OF TRAFFIC	54	1,424	1,424					
REMOVAL	9	288	288					
ROADWAY	25	912	912					
DRAINAGE	28	900	900					
UTILITY CONTACT MATRIX	1	24	24					
PAVEMENT JOINT, ELEVATION, AND GRADING	12	480	480					
PAVEMENT MARKING AND SIGNING	30	615					615	
EROSION AND SEDIMENT CONTROL	13	358		358				
LANDSCAPING AND FENCING	13	300		300				900
ROADWAY LIGHTING	36	900						
STRUCTURAL - BRIDGE REHAB	49	1,892	1,892					
STRUCTURAL - SIGNS	10	169			169			
ITS	33	520				520		
SOIL BORING LOGS	8	32						32
CROSS SECTIONS	73	584	584					
Plan Subtotals	437	10,390	7,424	658	241	520	1,515	32
CONTRACT PACKAGING		320	320					
QUANTITY CALCULATION		820	724	20			76	
SPECIAL PROVISIONS		300	232	16		8	44	
CONCEPT REPORT		3,192	1,866	380	342	232	372	
BARRIER WARRANTS		1,210	0			1,210		
DRAINAGE REPORT		600	600					
QA/QC		490	373	35	16		66	
GEOTECHNICAL INVESTIGATIONS, ANALYSES AND REPORTS		568	0					568
SURVEY		734	0		734			
GENERAL PROJECT COORDINATION (exclusive of meetings)		888	852			36		
MEETINGS		672	428	20		56	168	
FIELD CHECKS		128	84	24		20		
BID PHASE SUPPORT		80	80					
PROJECT ADMINISTRATION		990	856	12	48	30	44	
MENTOR PROTEGE			-500		500			
Total Hours		21,362	13,339	1,165	1,881	2,112	2,285	600

WORK HOUR ESTIMATE Parsons Transportation Group

PROJECT: I-88 Reconstruction; M.P. 138.1 TO M.P. 140.5
 CONTRACT NO.: RR-13-4116
 Parsons JOB NO.: 6XXXX

VOLUME	SHEET #	DRAWING NUMBER	TITLE DESCRIPTION AS IN TITLE BLOCK	SHEET SCALE	DSE	HOURS	COMMENTS
PLAN HOURS - BASE							
VOLUME 1	1	TITLE SHEET	TITLE SHEET	N/A	PTG	8	
	2	GT-02	PROFESSIONAL SEALS	N/A	PTG	8	
	3	IND-01	INDEX OF DRAWINGS	N/A	PTG	8	
	4	IND-02	STANDARD DRAWINGS	N/A	PTG	8	
	5	GN-01	GENERAL NOTES	N/A	PTG	16	
	6	PS-01	PROGRESS SCHEDULE	N/A	PTG	24	
	7	PS-02	PROGRESS SCHEDULE	N/A	PTG	24	
	8	PS-03	PROGRESS SCHEDULE	N/A	PTG	24	
	9	SOQ-01	SUMMARY OF QUANTITIES	N/A	PTG	24	
	10	SOQ-02	SUMMARY OF QUANTITIES	N/A	PTG	24	
	11	SOQ-03	SUMMARY OF QUANTITIES	N/A	PTG	24	
	12	SOQ-04	SUMMARY OF QUANTITIES	N/A	PTG	24	
	13	SOQ-05	SUMMARY OF QUANTITIES	N/A	PTG	24	
	14	GS-01	SCHEDULE OF QUANTITIES	N/A	PTG	24	Includes all roadway items and earthwork summary/land areas.
	15	GS-02	SCHEDULE OF QUANTITIES	N/A	PTG	24	
	16	GS-03	SCHEDULE OF QUANTITIES	N/A	PTG	24	
	17	GS-04	SCHEDULE OF QUANTITIES	N/A	PTG	24	
	18	GS-05	SCHEDULE OF QUANTITIES	N/A	PTG	24	
	19	GS-06	SCHEDULE OF QUANTITIES	N/A	PTG	24	
	20	GS-07	SCHEDULE OF QUANTITIES	N/A	PTG	24	
	21	GS-08	SCHEDULE OF QUANTITIES	N/A	PTG	24	
	22	GS-09	SCHEDULE OF QUANTITIES	N/A	PTG	24	
	23	GS-10	SCHEDULE OF QUANTITIES	N/A	PTG	24	
	24	AT-01	ALIGNMENT, TIES AND BENCHMARKS I-88	100	DBS	12	Changed to DBS. 80 hours total per proposal.
	25	AT-02	ALIGNMENT, TIES AND BENCHMARKS I-88	100	DBS	12	
	26	AT-03	ALIGNMENT, TIES AND BENCHMARKS I-88	100	DBS	12	
	27	AT-04	ALIGNMENT, TIES AND BENCHMARKS RAMP E	100	DBS	12	
	28	AT-05	ALIGNMENT, TIES AND BENCHMARKS RAMP E	100	DBS	12	
	29	AT-06	ALIGNMENT, TIES AND BENCHMARKS RAMP F	100	DBS	12	
	30	TS-01	EXISTING TYPICAL SECTIONS I-88	N/A	PTG	32	Removals items added to ex. typicals
	31	TS-02	EXISTING TYPICAL SECTIONS I-88	N/A	PTG	32	
	32	TS-03	EXISTING TYPICAL SECTIONS RAMP E	N/A	PTG	32	
	33	TS-04	EXISTING TYPICAL SECTIONS RAMP F	N/A	PTG	32	
	34	TS-05	PROPOSED TYPICAL SECTIONS I-88	N/A	PTG	44	
	35	TS-06	PROPOSED TYPICAL SECTIONS I-88	N/A	PTG	44	
	36	TS-07	PROPOSED TYPICAL SECTIONS I-88	N/A	PTG	44	
	37	TS-08	PROPOSED TYPICAL SECTIONS RAMP E	N/A	PTG	44	
	38	TS-09	PROPOSED TYPICAL SECTIONS RAMP E	N/A	PTG	44	
	39	TS-10	PROPOSED TYPICAL SECTIONS RAMP F	N/A	PTG	44	
	40	HMA-01	ASPHALT SELECTION CHART	N/A	PTG	44	
	41	MOT-01	MAINTENANCE OF TRAFFIC GENERAL NOTES	N/A	PTG	44	
	42	MOT-02	MAINTENANCE OF TRAFFIC SEQUENCE OF CONSTRUCTION	N/A	PTG	16	
	43	MOT-03	MAINTENANCE OF TRAFFIC SCHEDULES	N/A	PTG	24	

EXHIBIT "I"
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WORK HOUR ESTIMATE

Parsons Transportation Group

PROJECT: I-88 Reconstruction; M.P. 138.1 TO M.P. 140.5
 CONTRACT NO.: RR-13-4116
 Parsons JOB NO.: 6XXXXX

VOLUME	SHEET #	DRAWING NUMBER	TITLE DESCRIPTION AS IN TITLE BLOCK	SHEET SCALE	DSE	HOURS	COMMENTS
	44	MOT-04	MAINTENANCE OF TRAFFIC SCHEDULES	N/A	PTG	24	
	45	MOT-05	MAINTENANCE OF TRAFFIC TYPICAL SECTIONS STAGE 1	N/A	PTG	24	
	46	MOT-06	MAINTENANCE OF TRAFFIC TYPICAL SECTIONS STAGE 1	N/A	PTG	24	
	47	MOT-07	MAINTENANCE OF TRAFFIC TYPICAL SECTIONS STAGE 2	N/A	PTG	24	
	48	MOT-08	MAINTENANCE OF TRAFFIC TYPICAL SECTIONS STAGE 2	N/A	PTG	24	
	49	MOT-09	MAINTENANCE OF TRAFFIC TYPICAL SECTIONS STAGE 3	N/A	PTG	24	
	50	MOT-10	MAINTENANCE OF TRAFFIC TYPICAL SECTIONS STAGE 3	N/A	PTG	24	
	51	MOT-11	MOT STAGE 1 I-88 FROM MP 138.65 TO MP 138.9	50	PTG	38	
	52	MOT-12	MOT STAGE 1 I-88 FROM MP 138.9 TO MP 139.15	50	PTG	38	
	53	MOT-13	MOT STAGE 1 I-88 FROM MP 139.15 TO MP 139.4	50	PTG	38	
	54	MOT-14	MOT STAGE 1 I-88 FROM MP 139.4 TO MP 139.65	50	PTG	38	
	55	MOT-15	MOT STAGE 1 I-88 FROM MP 139.65 TO MP 139.9	50	PTG	38	
	56	MOT-16	MOT STAGE 1 I-88 FROM MP 139.9 TO MP 140.15	50	PTG	38	
	57	MOT-17	MOT STAGE 1 I-88 FROM MP 139.15 TO MP 140.4	50	PTG	38	
	58	MOT-18	MOT STAGE 1 I-88 FROM MP 140.4 TO MP 140.65	50	PTG	38	
	59	MOT-19	MOT STAGE 2 I-88 FROM MP 138.65 TO MP 138.9	50	PTG	38	
	60	MOT-20	MOT STAGE 2 I-88 FROM MP 138.9 TO MP 139.15	50	PTG	38	
	61	MOT-21	MOT STAGE 2 I-88 FROM MP 139.15 TO MP 139.4	50	PTG	38	
	62	MOT-22	MOT STAGE 2 I-88 FROM MP 139.4 TO MP 139.65	50	PTG	38	
	63	MOT-23	MOT STAGE 2 I-88 FROM MP 139.65 TO MP 139.9	50	PTG	38	
	64	MOT-24	MOT STAGE 2 I-88 FROM MP 139.9 TO MP 140.15	50	PTG	38	
	65	MOT-25	MOT STAGE 2 I-88 FROM MP 140.15 TO MP 140.4	50	PTG	38	
	66	MOT-26	MOT STAGE 2 I-88 FROM MP 140.4 TO MP 140.65	50	PTG	38	
	67	MOT-27	MOT STAGE 3 I-88 FROM MP 138.65 TO MP 138.9	50	PTG	38	
	68	MOT-28	MOT STAGE 3 I-88 FROM MP 138.9 TO MP 139.15	50	PTG	38	
	69	MOT-29	MOT STAGE 3 I-88 FROM MP 139.15 TO MP 139.4	50	PTG	38	
	70	MOT-30	MOT STAGE 3 I-88 FROM MP 139.4 TO MP 139.65	50	PTG	38	
	71	MOT-31	MOT STAGE 3 I-88 FROM MP 139.65 TO MP 139.9	50	PTG	38	
	72	MOT-32	MOT STAGE 3 I-88 FROM MP 139.9 TO MP 140.15	50	PTG	38	
	73	MOT-33	MOT STAGE 3 I-88 FROM MP 140.15 TO MP 140.4	50	PTG	38	
	74	MOT-34	MOT STAGE 3 I-88 FROM MP 140.4 TO MP 140.65	50	PTG	38	
	75	MOT-35	MOT TEMPORARY ALIGNMENTS	50	PTG	20	
	76	MOT-36	MOT TEMPORARY ALIGNMENTS	50	PTG	20	
	77	MOT-37	MOT DETAILS	N/A	PTG	40	Temp. emergency turnaround, temp pavement transitions, contractor access.
	78	MOT-38	MOT DETAILS	N/A	PTG	40	
	79	MOT-39	MOT DETAILS	N/A	PTG	40	
	80	MOT-40	MOT CROSS SECTIONS	N/A	PTG	8	
	81	MOT-41	MOT CROSS SECTIONS	N/A	PTG	8	
	82	MOT-42	MOT CROSS SECTIONS	N/A	PTG	8	
	83	MOT-43	MOT CROSS SECTIONS	N/A	PTG	8	
	84	MOT-44	MOT CROSS SECTIONS	N/A	PTG	8	
	85	MOT-45	MOT CROSS SECTIONS	N/A	PTG	8	
	86	MOT-46	MOT CROSS SECTIONS	N/A	PTG	8	
	87	MOT-47	MOT CROSS SECTIONS	N/A	PTG	8	
	88	MOT-48	MOT CROSS SECTIONS	N/A	PTG	8	
	89	MOT-49	MOT CROSS SECTIONS	N/A	PTG	8	

WORK HOUR ESTIMATE

Parsons Transportation Group

PROJECT: I-88 Reconstruction, M.P. 138.1 TO M.P. 140.5
 CONTRACT NO.: RR-13-4116
 Parsons JOB NO.: 6XXXXX

VOLUME	SHEET #	DRAWING NUMBER	TITLE DESCRIPTION AS IN TITLE BLOCK	SHEET SCALE	DSE	HOURS	COMMENTS
	90	MOT-50	MOT TEMP INFO SIGNING	N/A	PTG	8	
	91	MOT-51	MOT TEMP INFO SIGNING	N/A	PTG	8	
	92	MOT-52	MOT TEMP INFO SIGNING	N/A	PTG	8	
	93	MOT-53	MOT TEMP INFO SIGNING	N/A	PTG	8	
	94	MOT-54	MOT TEMP INFO SIGNING	N/A	PTG	8	
	95	REM-01	REMOVAL PLANS I-88 FROM MP 138.9 TO MP 139.15	50	PTG	32	
	96	REM-02	REMOVAL PLANS I-88 FROM MP 139.15 TO MP 139.4	50	PTG	32	
	97	REM-03	REMOVAL PLANS I-88 FROM MP 139.4 TO MP 139.65	50	PTG	32	
	98	REM-04	REMOVAL PLANS I-88 FROM MP 139.65 TO MP 139.9	50	PTG	32	
	99	REM-05	REMOVAL PLANS I-88 FROM MP 139.9 TO MP 140.15	50	PTG	32	
	100	REM-06	REMOVAL PLANS I-88 FROM MP 139.15 TO MP 140.4	50	PTG	32	
	101	REM-07	REMOVAL PLANS RAMP E	50	PTG	32	
	102	REM-08	REMOVAL PLANS RAMP E	50	PTG	32	
	103	REM-09	REMOVAL PLANS RAMP F	50	PTG	32	
	104	RP-01	ROADWAY PLANS I-88 FROM MP 138.9 TO MP 139.15	50	PTG	48	
	105	RP-02	ROADWAY PLANS I-88 FROM MP 139.15 TO MP 139.4	50	PTG	48	
	106	RP-03	ROADWAY PLANS I-88 FROM MP 139.4 TO MP 139.65	50	PTG	48	
	107	RP-04	ROADWAY PLANS I-88 FROM MP 139.65 TO MP 139.9	50	PTG	48	
	108	RP-05	ROADWAY PLANS I-88 FROM MP 139.9 TO MP 140.15	50	PTG	48	
	109	RP-06	ROADWAY PLANS I-88 FROM MP 139.15 TO MP 140.4	50	PTG	48	
	110	RP-07	ROADWAY PLANS RAMP E	50	PTG	48	
	111	RP-08	ROADWAY PLANS RAMP E	50	PTG	48	
	112	RP-09	ROADWAY PLANS RAMP F	50	PTG	48	
	113	PR-01	ROADWAY PROFILES I-88 FROM MP 138.9 TO MP 139.15	50	PTG	20	
	114	PR-02	ROADWAY PROFILES I-88 FROM MP 139.15 TO MP 139.4	50	PTG	20	
	115	PR-03	ROADWAY PROFILES I-88 FROM MP 139.4 TO MP 139.65	50	PTG	20	
	116	PR-04	ROADWAY PROFILES I-88 FROM MP 139.65 TO MP 139.9	50	PTG	20	
	117	PR-05	ROADWAY PROFILES I-88 FROM MP 139.9 TO MP 140.15	50	PTG	20	
	118	PR-06	ROADWAY PROFILES I-88 FROM MP 139.15 TO MP 140.4	50	PTG	20	
	119	PR-07	ROADWAY PROFILES RAMP E	50	PTG	20	
	120	PR-08	ROADWAY PROFILES RAMP E	50	PTG	20	
	121	PR-09	ROADWAY PROFILES RAMP F	50	PTG	20	
	122	RD-01	ROADWAY DETAILS SUPERELEVATION	N/A	PTG	40	
	123	RD-02	ROADWAY DETAILS SUPERELEVATION	N/A	PTG	40	
	124	RD-03	ROADWAY DETAILS MISCELLANEOUS	N/A	PTG	44	Differential median barrier, pavement jointing, energy attenuator, butt joint, etc..
	125	RD-04	ROADWAY DETAILS MISCELLANEOUS	N/A	PTG	44	
	126	RD-05	ROADWAY DETAILS MISCELLANEOUS	N/A	PTG	44	
	127	RD-06	ROADWAY DETAILS MISCELLANEOUS	N/A	PTG	44	
	128	RD-07	ROADWAY DETAILS MISCELLANEOUS	N/A	PTG	44	
	129	DR-01	DRAINAGE PLANS I-88 FROM MP 138.9 TO MP 139.15	50	PTG	42	Removed Subsurface Drainage plans. Increased to 40 hours
	130	DR-02	DRAINAGE PLANS I-88 FROM MP 139.15 TO MP 139.4	50	PTG	42	
	131	DR-03	DRAINAGE PLANS I-88 FROM MP 139.4 TO MP 139.65	50	PTG	42	
	132	DR-04	DRAINAGE PLANS I-88 FROM MP 139.65 TO MP 139.9	50	PTG	42	
	133	DR-05	DRAINAGE PLANS I-88 FROM MP 139.9 TO MP 140.15	50	PTG	40	
	134	DR-06	DRAINAGE PLANS I-88 FROM MP 139.15 TO MP 140.4	50	PTG	40	

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WORK HOUR ESTIMATE **Parsons Transportation Group**

PROJECT: I-88 Reconstruction; M.P. 138.1 TO M.P. 140.5
 CONTRACT NO.: RR-13-4116
 Parsons JOB NO.: 6XXXX

VOLUME	SHEET #	DRAWING NUMBER	TITLE DESCRIPTION AS IN TITLE BLOCK	SHEET SCALE	DSE	HOURS	COMMENTS
	135	DR-10	DRAINAGE PLANS RAMP E	50	PTG	40	
	136	DR-11	DRAINAGE PLANS RAMP E	50	PTG	40	
	137	DR-12	DRAINAGE PLANS RAMP F	50	PTG	40	
	138	DP-01	DRAINAGE PROFILES I-88 FROM MP 138.9 TO MP 139.15	50	PTG	28	
	139	DP-02	DRAINAGE PROFILES I-88 FROM MP 139.15 TO MP 139.4	50	PTG	28	
	140	DP-03	DRAINAGE PROFILES I-88 FROM MP 139.4 TO MP 139.65	50	PTG	28	
	141	DP-04	DRAINAGE PROFILES I-88 FROM MP 139.65 TO MP 139.9	50	PTG	28	
	142	DP-05	DRAINAGE PROFILES I-88 FROM MP 139.9 TO MP 140.15	50	PTG	28	
	143	DP-06	DRAINAGE PROFILES I-88 FROM MP 139.15 TO MP 140.4	50	PTG	28	
	144	DP-10	DRAINAGE PROFILES RAMP E	50	PTG	28	
	145	DP-11	DRAINAGE PROFILES RAMP E	50	PTG	28	
	146	DP-12	DRAINAGE PROFILES RAMP F	50	PTG	28	
	147	DS-01	DRAINAGE PIPES AND STRUCTURES SCHEDULES	N/A	PTG	28	
	148	DS-02	DRAINAGE PIPES AND STRUCTURES SCHEDULES	N/A	PTG	28	
	149	DS-03	DRAINAGE PIPES AND STRUCTURES SCHEDULES	N/A	PTG	28	
	150	DS-04	DRAINAGE PIPES AND STRUCTURES SCHEDULES	N/A	PTG	28	
	151	DS-05	DRAINAGE PIPES AND STRUCTURES SCHEDULES	N/A	PTG	28	
	152	DD-01	DRAINAGE DETAILS	N/A	PTG	28	
	153	DD-02	DRAINAGE DETAILS	N/A	PTG	28	
	154	DD-03	DRAINAGE DETAILS	N/A	PTG	28	
	155	DD-04	DRAINAGE DETAILS	N/A	PTG	28	
	156	DD-05	DRAINAGE DETAILS	N/A	PTG	28	
	157	UT-01	UTILITY CONTACT MATRIX	NA	PTG	24	
	158	PE-01	PAVEMENT JOINT, ELEVATION PLANS, GRADING PLANS I-88 FROM MP 138.9 TO MP 139.15	50	PTG	40	Removed grading plans.
	159	PE-02	PAVEMENT JOINT, ELEVATION PLANS, GRADING PLANS I-88 FROM MP 138.9 TO MP 139.15	50	PTG	40	Increased hours to 40.
	160	PE-03	PAVEMENT JOINT, ELEVATION PLANS, GRADING PLANS I-88 FROM MP 138.9 TO MP 139.15	50	PTG	40	
	161	PE-04	PAVEMENT JOINT, ELEVATION PLANS, GRADING PLANS I-88 FROM MP 138.9 TO MP 139.15	50	PTG	40	
	162	PE-05	PAVEMENT JOINT, ELEVATION PLANS, GRADING PLANS I-88 FROM MP 138.9 TO MP 139.15	50	PTG	40	
	163	PE-06	PAVEMENT JOINT, ELEVATION PLANS, GRADING PLANS I-88 FROM MP 138.9 TO MP 139.15	50	PTG	40	
	164	PE-07	PAVEMENT JOINT, ELEVATION PLANS, GRADING PLANS I-88 FROM MP 138.9 TO MP 139.15	50	PTG	40	
	165	PE-08	PAVEMENT JOINT, ELEVATION PLANS, GRADING PLANS I-88 FROM MP 138.9 TO MP 139.15	50	PTG	40	
	166	PE-09	PAVEMENT JOINT, ELEVATION PLANS, GRADING PLANS I-88 FROM MP 138.9 TO MP 139.15	50	PTG	40	
	167	PE-10	PAVEMENT JOINT, ELEVATION PLANS, GRADING PLANS I-88 FROM MP 138.9 TO MP 139.15	50	PTG	40	
	168	PE-11	PAVEMENT JOINT, ELEVATION PLANS, GRADING PLANS I-88 FROM MP 138.9 TO MP 139.15	50	PTG	40	
	169	PE-12	PAVEMENT JOINT, ELEVATION PLANS, GRADING PLANS I-88 FROM MP 138.9 TO MP 139.15	50	PTG	40	
	170	PM-01	PAVEMENT MARKING AND SIGNING GENERAL NOTES AND LEGEND	50	SINGH	17	
	171	PM-02	PAVEMENT MARKING AND SIGNING PLANS I-88 FROM MP 138.65 TO MP 138.9	50	SINGH	16	
	172	PM-03	PAVEMENT MARKING AND SIGNING PLANS I-88 FROM MP 138.9 TO MP 139.15	50	SINGH	16	
	173	PM-04	PAVEMENT MARKING AND SIGNING PLANS I-88 FROM MP 139.15 TO MP 139.4	50	SINGH	16	
	174	PM-05	PAVEMENT MARKING AND SIGNING PLANS I-88 FROM MP 139.4 TO MP 139.65	50	SINGH	16	
	175	PM-06	PAVEMENT MARKING AND SIGNING PLANS I-88 FROM MP 139.65 TO MP 139.9	50	SINGH	16	
	176	PM-07	PAVEMENT MARKING AND SIGNING PLANS I-88 FROM MP 139.9 TO MP 140.15	50	SINGH	16	
	177	PM-08	PAVEMENT MARKING AND SIGNING PLANS I-88 FROM MP 139.15 TO MP 140.4	50	SINGH	16	
	178	PM-09	PAVEMENT MARKING AND SIGNING PLANS RAMP E	50	SINGH	16	
	179	PM-10	PAVEMENT MARKING AND SIGNING PLANS RAMP F	50	SINGH	16	
	180	PM-11	PAVEMENT MARKING AND SIGNING PLANS RAMP F	50	SINGH	16	
	181	PM-12	SIGN DETAILS - GROUND MOUNTED	N/A	SINGH	16	
	182	PM-13	SIGN DETAILS - GROUND MOUNTED	N/A	SINGH	16	

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WORK HOUR ESTIMATE Parsons Transportation Group

PROJECT: I-88 Reconstruction; M.P. 138.1 TO M.P. 140.5
 CONTRACT NO.: RR-13-4116
 Parsons JOB NO.: 6XXXXX

VOLUME	SHEET #	DRAWING NUMBER	TITLE DESCRIPTION AS IN TITLE BLOCK	SHEET SCALE	DSE	HOURS	COMMENTS
	183	PM-14	SIGN DETAILS - TRUSS MOUNTED	N/A	SINGH	16	
	184	PM-15	SIGN DETAILS - TRUSS MOUNTED	N/A	SINGH	16	
	185	PM-16	SIGN DETAILS - TRUSS MOUNTED	N/A	SINGH	16	
	186	PM-17	SIGN DETAILS - TRUSS MOUNTED	N/A	SINGH	16	
	187	PM-18	SIGN DETAILS - DMS PLACEMENT	N/A	SINGH	19	
	188	PM-19	SIGN DETAILS - DMS PLACEMENT	N/A	SINGH	19	
	189	PM-20	SIGN DETAILS - SIGN TRUSS	N/A	SINGH	48	
	190	PM-21	SIGN DETAILS - SIGN PANELS	N/A	SINGH	24	
	191	PM-22	SIGN DETAILS - SIGN PANELS	N/A	SINGH	24	
	192	PM-23	SIGN DETAILS - SIGN PANELS	N/A	SINGH	24	
	193	PM-24	SIGN DETAILS - SIGN PANELS	N/A	SINGH	24	
	194	PM-25	SIGN DETAILS - SIGN PANELS	N/A	SINGH	24	
	195	PM-26	SIGN DETAILS - SIGN PANELS	N/A	SINGH	24	
	196	PM-27	SIGN DETAILS - SIGN PANELS	N/A	SINGH	24	
	197	PM-28	SIGN DETAILS - SIGN PANELS	N/A	SINGH	24	
	198	PM-29	SIGN SCHEDULES	N/A	SINGH	32	
	199	PM-30	SIGN SCHEDULES	N/A	SINGH	32	
VOLUME 2							
	200	TITLE	TITLE SHEET	N/A	PTG	8	
	201	IND-01	INDEX OF DRAWINGS	N/A	PTG	8	
	202	IND-02	STANDARD DRAWINGS	N/A	PTG	8	
	203	EC-01	EROSION AND SEDIMENT CONTROL PLANS I-88 FROM MP 138.9 TO MP 139.15	50	2IM	27	
	204	EC-02	EROSION AND SEDIMENT CONTROL PLANS I-88 FROM MP 139.15 TO MP 139.4	50	2IM	27	
	205	EC-03	EROSION AND SEDIMENT CONTROL PLANS I-88 FROM MP 139.4 TO MP 139.65	50	2IM	27	
	206	EC-04	EROSION AND SEDIMENT CONTROL PLANS I-88 FROM MP 139.65 TO MP 139.9	50	2IM	27	
	207	EC-05	EROSION AND SEDIMENT CONTROL PLANS I-88 FROM MP 139.9 TO MP 140.15	50	2IM	26	
	208	EC-06	EROSION AND SEDIMENT CONTROL PLANS I-88 FROM MP 139.15 TO MP 140.4	50	2IM	26	
	209	EC-07	EROSION AND SEDIMENT CONTROL PLANS RAMP E	50	2IM	26	
	210	EC-08	EROSION AND SEDIMENT CONTROL PLANS RAMP F	50	2IM	26	
	211	EC-09	EROSION AND SEDIMENT CONTROL PLANS RAMP F	50	2IM	26	
	212	EC-10	EROSION AND SEDIMENT CONTROL DETAILS	N/A	2IM	30	
	213	EC-11	EROSION AND SEDIMENT CONTROL DETAILS	N/A	2IM	30	
	214	EC-12	EROSION AND SEDIMENT CONTROL DETAILS	N/A	2IM	30	
	215	EC-13	EROSION AND SEDIMENT CONTROL DETAILS	N/A	2IM	30	
	216	LP-01	LANDSCAPING AND FENCING PLANS I-88 FROM MP 138.9 TO MP 139.15	50	2IM	20	
	217	LP-02	LANDSCAPING AND FENCING PLANS I-88 FROM MP 139.15 TO MP 139.4	50	2IM	20	
	218	LP-03	LANDSCAPING AND FENCING PLANS I-88 FROM MP 139.4 TO MP 139.65	50	2IM	20	
	219	LP-04	LANDSCAPING AND FENCING PLANS I-88 FROM MP 139.65 TO MP 139.9	50	2IM	20	
	220	LP-05	LANDSCAPING AND FENCING PLANS I-88 FROM MP 139.9 TO MP 140.15	50	2IM	20	
	221	LP-06	LANDSCAPING AND FENCING PLANS I-88 FROM MP 139.15 TO MP 140.4	50	2IM	20	
	222	LP-07	LANDSCAPING AND FENCING PLANS RAMP E	50	2IM	20	
	223	LP-08	LANDSCAPING AND FENCING PLANS RAMP F	50	2IM	20	
	224	LP-09	LANDSCAPING AND FENCING PLANS RAMP F	50	2IM	20	
	225	LP-10	LANDSCAPING AND FENCING DETAILS - BMP	N/A	2IM	30	
	226	LP-11	LANDSCAPING AND FENCING DETAILS - BMP	N/A	2IM	30	
	227	LP-12	LANDSCAPING AND FENCING DETAILS - BMP	N/A	2IM	30	
	228	LP-13	LANDSCAPING AND FENCING DETAILS - BMP	N/A	2IM	30	
	229	RL-01	LIGHTING GENERAL NOTES AND LEGEND	N/A	SINGH	8	
	230	RL-02	ROADWAY LIGHTING SCHEDULES	N/A	SINGH	8	

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WORK HOUR ESTIMATE Parsons Transportation Group

PROJECT: I-88 Reconstruction; M.P. 138.1 TO M.P. 140.5
 CONTRACT NO.: RR-13-4116
 Parsons JOB NO.: 6XXXX

VOLUME	SHEET #	DRAWING NUMBER	TITLE DESCRIPTION AS IN TITLE BLOCK	SHEET SCALE	DSE	HOURS	COMMENTS
	231	RL-03	LIGHTING REMOVAL PLANS	50	SINGH	24	
	232	RL-04	LIGHTING REMOVAL PLANS	50	SINGH	24	
	233	RL-05	LIGHTING REMOVAL PLANS	50	SINGH	24	
	234	RL-06	LIGHTING REMOVAL PLANS	50	SINGH	24	
	235	RL-07	TEMPORARY LIGHTING PLANS	50	SINGH	24	
	236	RL-08	TEMPORARY LIGHTING PLANS	50	SINGH	24	
	237	RL-09	TEMPORARY LIGHTING PLANS	50	SINGH	24	
	238	RL-10	TEMPORARY LIGHTING PLANS	50	SINGH	24	
	239	RL-11	ROADWAY LIGHTING PLANS I-88 FROM MP 138.9 TO MP 139.15	50	SINGH	24	
	240	RL-12	ROADWAY LIGHTING PLANS I-88 FROM MP 139.15 TO MP 139.4	50	SINGH	24	
	241	RL-13	ROADWAY LIGHTING PLANS I-88 FROM MP 139.4 TO MP 139.65	50	SINGH	24	
	242	RL-14	ROADWAY LIGHTING PLANS I-88 FROM MP 139.65 TO MP 139.9	50	SINGH	24	
	243	RL-15	ROADWAY LIGHTING PLANS I-88 FROM MP 139.9 TO MP 140.15	50	SINGH	24	
	244	RL-16	ROADWAY LIGHTING PLANS I-88 FROM MP 139.15 TO MP 140.4	50	SINGH	24	
	245	RL-17	UNDERPASS LIGHTING PLANS	N/A	SINGH	24	
	246	RL-18	UNDERPASS LIGHTING PLANS	N/A	SINGH	24	
	247	RL-19	UNDERPASS LIGHTING PLANS	N/A	SINGH	24	
	248	RL-20	TUNNEL LIGHTING PLANS	5	SINGH	32	
	249	RL-21	TUNNEL LIGHTING PLANS	5	SINGH	32	
	250	RL-22	LIGHTING DETAILS - TUNNEL LIGHTING WIRING DIAGRAM	N/A	SINGH	32	
	251	RL-23	LIGHTING DETAILS - TUNNEL LIGHTING MOUNTING	N/A	SINGH	32	
	252	RL-24	LIGHTING DETAILS - TUNNEL LIGHTING MOUNTING	N/A	SINGH	32	
	253	RL-25	LIGHTING DETAILS - TUNNEL LIGHTING MOUNTING	N/A	SINGH	32	
	254	RL-26	LIGHTING DETAILS - TUNNEL LIGHTING MOUNTING	N/A	SINGH	32	
	255	RL-27	LIGHTING DETAILS - TUNNEL LIGHTING CONDUIT TRANSITION	N/A	SINGH	32	
	256	RL-28	LIGHTING DETAILS - TUNNEL LIGHTING CONDUIT TRANSITION	N/A	SINGH	32	
	257	RL-29	TUNNEL LIGHTING SCHEDULE	N/A	SINGH	38	
	258	RL-30	TUNNEL LIGHTING SCHEDULE	N/A	SINGH	38	
	259	RL-31	LIGHTING DETAILS - CONTROLLER SITE PLANS AND DETAILS	N/A	SINGH	32	
	260	RL-32	ROADWAY LIGHTING DETAILS - MISC	N/A	SINGH	16	
	261	RL-33	ROADWAY LIGHTING DETAILS - MISC	N/A	SINGH	16	
	262	RL-34	ROADWAY LIGHTING DETAILS - MISC	N/A	SINGH	16	
	263	RL-35	ROADWAY LIGHTING DETAILS - MISC	N/A	SINGH	16	
	264	RL-36	ROADWAY LIGHTING DETAILS - MISC	N/A	SINGH	16	
	265	SB-1	General Notes and Total Bill of Material	N/A	PTG	81	
	266	SB-2	Construction Staging I		PTG	51	
	267	SB-3	Construction Staging II		PTG	31	
	268	SB-4	North Abutment Repairs		PTG	31	
	269	SB-5	South Abutment Repairs		PTG	35	
	270	SB-6	Pier 1 Repairs		PTG	35	
	271	SB-7	Pier 2 Repairs		PTG	35	
	272	SB-8	Pier 3 Repairs		PTG	35	
	273	SB-9	Pier 4 Repairs		PTG	35	
	274	SB-10	PPC I-Beam End Repairs I		PTG	35	
	275	SB-11	PPC I-Beam End Repairs II		PTG	35	
	276	SB-12	Deck Repair Plan I		PTG	35	
	277	SB-13	Deck Repair Plan II		PTG	51	
	278	SB-14	Deck Repair Section		PTG	51	
	279	SB-15	Deck Repair Section		PTG	35	

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WORK HOUR ESTIMATE Parsons Transportation Group

PROJECT: I-88 Reconstruction; M.P. 138.1 TO M.P. 140.5
 CONTRACT NO.: RR-13-4116
 Parsons JOB NO.: 6XXXX

VOLUME	SHEET #	DRAWING NUMBER	TITLE DESCRIPTION AS IN TITLE BLOCK	SHEET SCALE	DSE	HOURS	COMMENTS
	280	SB-16	Parapet Retrofit Detail		PTG	31	
	281	SB-17	Superstructure Details		PTG	35	
	282	SB-18	BOM Deck Slab		PTG	37	
	283	SB-19	Expansion Joint Repair I		PTG	33	
	284	SB-20	Expansion Joint Repair II		PTG	33	
	285	SB-21	Approach Slab Repair I		PTG	29	
	286	SB-22	Approach Slab Repair II		PTG	29	
	287	SB-23	Slope Wall Repair		PTG	29	
	288	SB-24	Deck Drain Repair		PTG	29	
	289	SC-1	General Plan and Elevation, Index of Sheets (York Rd over I-88)		PTG	61	
	290	SC-2	General Notes and Total Bill of Material		PTG	51	
	291	SC-3	Construction Staging		PTG	43	
	292	SC-4	North & South Abutment Rehabilitation		PTG	43	
	293	SC-5	Pier Rehabilitation - Piers 1 & 2		PTG	33	
	294	SC-6	Pier Rehabilitation - Piers 2 & 3		PTG	33	
	295	SC-7	Substructure Repair Details		PTG	45	
	296	SC-8	Framing Plan & Girder Elevation		PTG	37	
	297	SC-9	Steel Repair Details		PTG	57	
	298	SC-10	Bearing Rehabilitation / Replacement Details		PTG	43	
	299	SC-11	Deck Repair Plan		PTG	27	
	300	SC-12	Existing & Proposed Cross Section		PTG	41	
	301	SC-13	Parapet Elevation & Superstructure Details		PTG	47	
	302	SC-14	Expansion Joint Replacement I		PTG	27	
	303	SC-15	Expansion Joint Replacement II		PTG	27	
	304	SC-16	Expansion Joint Replacement Notes & BOM		PTG	27	
	305	SC-17	Approach Slab Repair		PTG	37	
	306	SC-18	Sloped and Deck Drain Repairs		PTG	47	
	307	SD-1	General Plan and Elevation, Index of Sheets (EB & WB I-88 over Salt Creek)		PTG	58	
	308	SD-2	General Notes and Total Bill of Material		PTG	36	
	309	SD-3	Repair Details		PTG	40	
	310	SE-1	General Plan and Elevation, Index of Sheets (Hanger Rd Ramp to I-88 WB)		PTG	44	
	311	SE-2	General Notes and Total Bill of Material		PTG	36	
	312	SF-1	General Plan and Elevation, Index of Sheets (Pedestrian Trail over I-88)		PTG	40	
	313	SF-2	General Notes and Total Bill of Material		PTG	36	
	314	SG-1	General Plan, Location and Notes (Sign Structures)		DBS	19	
	315	SG-2	General Plan, Location and Notes (Sign Structures)		DBS	19	
	316	SG-3	General Plan, Location and Notes (Sign Structures)		DBS	19	
	317	SG-4	General Plan, Location and Notes (Sign Structures)		DBS	19	
	318	SG-5	Signs Std Drawing F1-02 SH1		DBS	11	
	319	SG-6	Signs Std Drawing F1-02 SH2		DBS	11	
	320	SG-7	Signs Foundation Standard F3-02 Sht 1		DBS	38	
	321	SG-8	Signs Foundation Standard F3-02 Sht 2		DBS	11	
	322	SG-9	Signs Foundation Standard F3-02 Sht 3		DBS	11	
	323	SG-10	Sign & Luminaire Supports F8-03		DBS	11	
	324	ITS-01	ITS PLANS GENERAL NOTES AND LEGEND	50	SE3	8	
	325	ITS-02	TEMPORARY ITS PLANS	50	SE3	16	
	326	ITS-03	TEMPORARY ITS PLANS	50	SE3	16	
	327	ITS-04	TEMPORARY ITS PLANS	50	SE3	16	
	328	ITS-05	TEMPORARY ITS PLANS	50	SE3	16	

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WORK HOUR ESTIMATE Parsons Transportation Group

PROJECT: I-88 Reconstruction, M.P. 138.1 TO M.P. 140.5
 CONTRACT NO.: RR-13-4116
 Parsons JOB NO.: 6XXXX

VOLUME	SHEET #	DRAWING NUMBER	TITLE DESCRIPTION AS IN TITLE BLOCK	SHEET SCALE	DSE	HOURS	COMMENTS
	329	ITS-06	TEMPORARY ITS PLANS	50	SE3	16	
	330	ITS-07	TEMPORARY ITS PLANS	50	SE3	16	
	331	ITS-08	ITS PLANS I-88 FROM MP 138.4 TO MP 138.65	50	SE3	30	
	332	ITS-09	ITS PLANS I-88 FROM MP 138.65 TO MP 138.9	50	SE3	30	
	333	ITS-10	ITS PLANS I-88 FROM MP 138.9 TO MP 139.15	50	SE3	30	
	334	ITS-11	ITS PLANS I-88 FROM MP 139.15 TO MP 139.4	50	SE3	30	
	335	ITS-12	ITS PLANS I-88 FROM MP 139.4 TO MP 139.65	50	SE3	30	
	336	ITS-13	ITS PLANS I-88 FROM MP 139.65 TO MP 139.9	50	SE3	30	
	337	ITS-14	ITS PLANS I-88 FROM MP 139.9 TO MP 140.15	50	SE3	30	
	338	ITS-15	ITS PLANS I-88 FROM MP 139.15 TO MP 140.4	50	SE3	30	
	339	ITS-16	ITS PLANS RAMPS	50	SE3	30	
	340	ITS-17	ITS PLANS RAMPS	50	SE3	30	
	341	ITS-18	ITS PLANS RAMPS	50	SE3	30	
	342	ITS-19	ITS PLANS RAMPS	50	SE3	30	
	343	ITS-20	ITS PLANS IPDC SHELTERS	N/A	SE3	16	
	344	ITS-21	ITS PLANS IPDC SHELTERS	N/A	SE3	16	
	345	ITS-22	ITS DETAILS	N/A	SE3	2	
	346	ITS-23	ITS DETAILS	N/A	SE3	2	
	347	ITS-24	ITS DETAILS	N/A	SE3	2	
	348	ITS-25	ITS DETAILS	N/A	SE3	2	
	349	ITS-26	ITS DETAILS	N/A	SE3	2	
	350	ITS-27	ITS DETAILS	N/A	SE3	2	
	351	ITS-28	ITS DETAILS	N/A	SE3	2	
	352	ITS-29	ITS DETAILS	N/A	SE3	2	
	353	ITS-30	ITS DETAILS	N/A	SE3	2	
	354	ITS-31	ITS DETAILS	N/A	SE3	2	
	355	ITS-32	ITS DETAILS	N/A	SE3	2	
	356	ITS-33	ITS DETAILS	N/A	SE3	2	
	357	SB-01	SOIL BORING LOGS	N/A	WANG	4	
	358	SB-02	SOIL BORING LOGS	N/A	WANG	4	
	359	SB-03	SOIL BORING LOGS	N/A	WANG	4	
	360	SB-04	SOIL BORING LOGS	N/A	WANG	4	
	361	SB-05	SOIL BORING LOGS	N/A	WANG	4	
	362	SB-06	SOIL BORING LOGS	N/A	WANG	4	
	363	SB-07	SOIL BORING LOGS	N/A	WANG	4	
	364	SB-08	SOIL BORING LOGS	N/A	WANG	4	
	365	XS-001	CROSS SECTIONS I-88	10	PTG	8	
	366	XS-002	CROSS SECTIONS I-88	10	PTG	8	
	367	XS-003	CROSS SECTIONS I-88	10	PTG	8	
	368	XS-004	CROSS SECTIONS I-88	10	PTG	8	
	369	XS-005	CROSS SECTIONS I-88	10	PTG	8	
	370	XS-006	CROSS SECTIONS I-88	10	PTG	8	
	371	XS-007	CROSS SECTIONS I-88	10	PTG	8	
	372	XS-008	CROSS SECTIONS I-88	10	PTG	8	
	373	XS-009	CROSS SECTIONS I-88	10	PTG	8	
	374	XS-010	CROSS SECTIONS I-88	10	PTG	8	
	375	XS-011	CROSS SECTIONS I-88	10	PTG	8	
	376	XS-012	CROSS SECTIONS I-88	10	PTG	8	
	377	XS-013	CROSS SECTIONS I-88	10	PTG	8	

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WORK HOUR ESTIMATE Parsons Transportation Group

PROJECT: I-88 Reconstruction; M.P. 138.1 TO M.P. 140.5
 CONTRACT NO.: RR-13-4116
 Parsons JOB NO.: 6XXXX

VOLUME	SHEET #	DRAWING NUMBER	TITLE DESCRIPTION AS IN TITLE BLOCK	SHEET SCALE	DSE	HOURS	COMMENTS
	378	XS-014	CROSS SECTIONS I-88	10	PTG	8	
	379	XS-015	CROSS SECTIONS I-88	10	PTG	8	
	380	XS-016	CROSS SECTIONS I-88	10	PTG	8	
	381	XS-017	CROSS SECTIONS I-88	10	PTG	8	
	382	XS-018	CROSS SECTIONS I-88	10	PTG	8	
	383	XS-019	CROSS SECTIONS I-88	10	PTG	8	
	384	XS-020	CROSS SECTIONS I-88	10	PTG	8	
	385	XS-021	CROSS SECTIONS I-88	10	PTG	8	
	386	XS-022	CROSS SECTIONS I-88	10	PTG	8	
	387	XS-023	CROSS SECTIONS I-88	10	PTG	8	
	388	XS-024	CROSS SECTIONS I-88	10	PTG	8	
	389	XS-025	CROSS SECTIONS I-88	10	PTG	8	
	390	XS-026	CROSS SECTIONS I-88	10	PTG	8	
	391	XS-027	CROSS SECTIONS I-88	10	PTG	8	
	392	XS-028	CROSS SECTIONS I-88	10	PTG	8	
	393	XS-029	CROSS SECTIONS I-88	10	PTG	8	
	394	XS-030	CROSS SECTIONS I-88	10	PTG	8	
	395	XS-031	CROSS SECTIONS I-88	10	PTG	8	
	396	XS-032	CROSS SECTIONS I-88	10	PTG	8	
	397	XS-033	CROSS SECTIONS I-88	10	PTG	8	
	398	XS-034	CROSS SECTIONS I-88	10	PTG	8	
	399	XS-035	CROSS SECTIONS I-88	10	PTG	8	
	400	XS-036	CROSS SECTIONS I-88	10	PTG	8	
	401	XS-037	CROSS SECTIONS I-88	10	PTG	8	
	402	XS-038	CROSS SECTIONS I-88	10	PTG	8	
	403	XS-039	CROSS SECTIONS I-88	10	PTG	8	
	404	XS-040	CROSS SECTIONS I-88	10	PTG	8	
	405	XS-041	CROSS SECTIONS I-88	10	PTG	8	
	406	XS-042	CROSS SECTIONS I-88	10	PTG	8	
	407	XS-043	CROSS SECTIONS I-88	10	PTG	8	
	408	XS-044	CROSS SECTIONS I-88	10	PTG	8	
	409	XS-045	CROSS SECTIONS I-88	10	PTG	8	
	410	XS-046	CROSS SECTIONS I-88	10	PTG	8	
	411	XS-047	CROSS SECTIONS I-88	10	PTG	8	
	412	XS-048	CROSS SECTIONS I-88	10	PTG	8	
	413	XS-049	CROSS SECTIONS I-88	10	PTG	8	
	414	XS-050	CROSS SECTIONS I-88	10	PTG	8	
	415	XS-051	CROSS SECTIONS I-88	10	PTG	8	
	416	XS-052	CROSS SECTIONS I-88	10	PTG	8	
	417	XS-053	CROSS SECTIONS I-88	10	PTG	8	
	418	XS-054	CROSS SECTIONS I-88	10	PTG	8	
	419	XS-055	CROSS SECTIONS I-88	10	PTG	8	
	420	XS-056	CROSS SECTIONS I-88	10	PTG	8	
	421	XS-057	CROSS SECTIONS I-88	10	PTG	8	
	422	XS-058	CROSS SECTIONS I-88	10	PTG	8	
	423	XS-059	CROSS SECTIONS I-88	10	PTG	8	
	424	XS-060	CROSS SECTIONS I-88	10	PTG	8	
	425	XS-061	CROSS SECTIONS I-88	10	PTG	8	
	426	XS-062	CROSS SECTIONS I-88	10	PTG	8	

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WORK HOUR ESTIMATE Parsons Transportation Group

PROJECT: I-88 Reconstruction, M.P. 138.1 TO M.P. 140.5
 CONTRACT NO.: RR-13-4116
 Parsons JOB NO.: 6XXXX

VOLUME	SHEET #	DRAWING NUMBER	TITLE DESCRIPTION AS IN TITLE BLOCK	SHEET SCALE	DSE	HOURS	COMMENTS
	427	XS-063	CROSS SECTIONS RAMP E	10	PTG	8	
	428	XS-064	CROSS SECTIONS RAMP E	10	PTG	8	
	429	XS-065	CROSS SECTIONS RAMP E	10	PTG	8	
	430	XS-066	CROSS SECTIONS RAMP F	10	PTG	8	
	431	XS-067	CROSS SECTIONS RAMP F	10	PTG	8	
	432	XS-068	CROSS SECTIONS RAMP F	10	PTG	8	
	433	XS-069	CROSS SECTIONS RAMP F	10	PTG	8	
	434	XS-070	CROSS SECTIONS RAMP F	10	PTG	8	
	435	XS-071	CROSS SECTIONS RAMP F	10	PTG	8	
	436	XS-072	CROSS SECTIONS RAMP F	10	PTG	8	
	437	XS-073	CROSS SECTIONS RAMP F	10	PTG	8	

TOTAL BASE PLANS HOURS: 10,390

CONTRACT PLANS TOTAL HOURS: 10,390

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WORK HOUR ESTIMATE - Parsons Transportation Group

Contract No. RR-13-4116

I-88 Reconstruction

Concept Report elements	Sheets or Exhibits	Hours per	Total Hours
Lighting and Electrical Calculations			168
Concept Lighting Report			24
Concept Lighting Plans			60
Concept Signing Plans			120
ESIS Part I and II			100
ESA			40
Tree Survey			60
Concept ESC/Landscaping Report			40
Wetland Delineation			140
ITS Concept Report			232
Typicals	2	24	48
MOT Typicals	2	24	48
MOT Schematics	8	24	192
Roadway P&P	24	12	288
Drainage Plans	12	8	96
Critical Cross Sections	15	4	60
Utility (contact list, provide conflict locations)	1	20	20
Struct - Abbrev Insp / BCR			196
Struct - Detailed Insp / BCR			876
Struct - Concept Report			84
Noise Analysis			300
Totals			3192

EXHIBIT G

CONTRACT RR - 13- 4116

(Parsons Transportation Group, 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
CN Railroad	Phase I/II Services for EJ&E Acquisition	\$8,750,000	\$700,000	Jan. 2015
Create-Grand Crossing P30-005-04	Phase I Design Services	\$4,390,695	\$400,000	Dec. 2014
Various Routes P91-354-07	Phase I Program Management	\$4,706,890	\$1,834,975	Dec. 2014
U.S. 52 P-92-001-11 & D-92-001-11	Phase I/II Design Services for Mississippi River bridge/approaches	\$2,722,840	\$946,777	Dec. 2014
Chicago to St. Louis HSR P-30-002-11	Tier 2 EIS	\$9,500,000 (est)	\$9,500,000	Dec. 2015
U.S. 45 Millburn Bypass D91-424-12	Phase II Design Services	\$1,000,000 (est.)	\$1,000,000	Dec. 2014
I-90 Roadway & Bridge Widening I-11-4022	Phase II Design Services	\$4,395,000	\$840,227	Mar. 2014

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

<p>1 DB SterIn Consultants, Inc.</p> <hr/> <p>Direct Labor \$ 194,608.26</p> <p>Direct Costs \$ 20,397.41</p> <p>Services by Others _____</p> <p>Additional Services ** \$ _____</p> <p>Total this Subconsultant (ULC) \$ 215,005.67</p>	<p>6 _____</p> <hr/> <p>Direct Labor \$ _____</p> <p>Direct Costs \$ _____</p> <p>Services by Others \$ _____</p> <p>Additional Services ** \$ _____</p> <p>Total this Subconsultant (ULC) \$ _____</p>
<p>2 SE3, LLC</p> <hr/> <p>Direct Labor \$ 237,662.15</p> <p>Direct Costs \$ 2,357.75</p> <p>Services by Others _____</p> <p>Additional Services ** \$ _____</p> <p>Total this Subconsultant (ULC) \$ 240,019.90</p>	<p>7 _____</p> <hr/> <p>Direct Labor \$ _____</p> <p>Direct Costs \$ _____</p> <p>Services by Others \$ _____</p> <p>Additional Services ** \$ _____</p> <p>Total this Subconsultant (ULC) \$ _____</p>
<p>3 Wang Engineering, Inc.</p> <hr/> <p>Direct Labor \$ 56,532.00</p> <p>Direct Costs \$ 80,890.50</p> <p>Services by Others \$ _____</p> <p>Additional Services ** \$ _____</p> <p>Total this Subconsultant (ULC) \$ 137,422.50</p>	<p>8 _____</p> <hr/> <p>Direct Labor \$ _____</p> <p>Direct Costs \$ _____</p> <p>Services by Others \$ _____</p> <p>Additional Services ** \$ _____</p> <p>Total this Subconsultant (ULC) \$ _____</p>
<p>4 Singh & Associates, Inc.</p> <hr/> <p>Direct Labor \$ 250,865.58</p> <p>Direct Costs \$ 28,400.84</p> <p>Services by Others \$ _____</p> <p>Additional Services ** \$ _____</p> <p>Total this Subconsultant (ULC) \$ 279,266.42</p>	<p>9 _____</p> <hr/> <p>Direct Labor \$ _____</p> <p>Direct Costs \$ _____</p> <p>Services by Others \$ _____</p> <p>Additional Services ** \$ _____</p> <p>Total this Subconsultant (ULC) \$ _____</p>
<p>5 2im Group, LLC</p> <hr/> <p>Direct Labor \$ 111,462.54</p> <p>Direct Costs \$ 1,130.48</p> <p>Services by Others \$ _____</p> <p>Additional Services ** \$ _____</p> <p>Total this Subconsultant (ULC) \$ 112,593.02</p>	<p>10 _____</p> <hr/> <p>Direct Labor \$ _____</p> <p>Direct Costs \$ _____</p> <p>Services by Others \$ _____</p> <p>Additional Services ** \$ _____</p> <p>Total this Subconsultant (ULC) \$ _____</p>

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 984,307.51

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 984,307.51

DBE/MBE/WBE Percentage of Total Fee (Includes Additional Services): 29.39%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 36.75%

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1

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

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: DB Sterlin Consultants, Inc.

Contract Number: RR-13-4116

Proposal Date: 10/30/2013

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-13-4116

Consultant: DB Sterlin Consultants, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2013												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Setting Horizontal Controls													32	32
Level Circuit														
Topo and Tie-Ins														
Wetland Delineation														
Boring Stake & Locate														
Establish Alignment														
Bridge Surveys														
Pavement Elevations														
Utility Investigation														
SUE Locations														
Misc. Pickup														
Tie Sheets														
Base Mapping														
Project Management														
TOTALS													32	32

EXHIBIT A

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Contract Number: RR-13-4116

Consultant: DB Sterlin Consultants, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2014												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Level Circuit	80													80
topography	80	80	96											256
Bridge Surveys		48												48
Utility Investigation		48												48
SUE Locations		64												64
Misc. Pickup		16	16	16	16	16	16							112
CADD	20	80	48	116	146	80								148
Bridge Inspections/AI														116
Bridge Inspect.DI-2														146
Abbr. BCR's					80									80
Prep. Plans - Signs									147	20	20	20	20	187
Mentor Protégé-Civil						24	36	40	40	40	40	40	40	260
Project Manager	8	8	8											24
QC/QA				4		4							8	16
Survey Manager	8	8	8											24
TOTALS	196	352	176	136	242	44	52	56	187	60	60	48	1609	

EXHIBIT "T"

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Contract Number: RR-13-4116

Consultant: DB Sterlin Consultants, Inc.

DB Sterlin Consultants, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Mentor Protégé-Civil	40	40	40	40	40	40									240
TOTALS	40	40	40	40	40	40									240

EXHIBIT "A"

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Contract No.: RR-13-4116

Consultant: DB Sterlin Consultants, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

$$\frac{1,881.00}{\text{(Total Work Hours from Exhibit C-2)}} \times \frac{\$ 36.95}{\text{(Average Hourly Rate from Exhibit C-2)}} = \text{TOTAL DIRECT SALARY } \$ \underline{69,502.95}$$

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 \$ 194,608.26

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$20,397.41

C. SERVICES BY OTHERS

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

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

TOTAL SERVICES BY OTHERS \$ -

D. ADDITIONAL SERVICES (Prime Consultant)

\$ -
(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

\$ -
(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 215,005.67

Contract No.: RR-13-4116

Consultant: DB Sterlin Consultants, Inc.

Date: 10/30/2013

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 19 No. OF MONTHS

SCHEDULED START DATE: 12/1/2013

RAISE DATE: 1/1/2014

PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date	Date
12/1/2013 - 12/31/2013	1/1/2014 - 12/31/2014	1/1/2015 - 8/30/2015	1/1/2016 - 12/31/2016				
1.0	12.0	6.0	19.0	19.0	19.0	19.0	19.0
5.26%	65.05%	33.50%					
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period			

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date	Date
		1/8/1900 -					
19.0	19.0	19.0	19.0	19.0	19.0	19.0	19.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period			

The escalation factor for this project is: 103.82%

Contract No.: RR-13-4116

Date: 10/30/2013

Consultant: DB Sterlin Consultants, Inc.

Escalation Factor: 103.82%
(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES								DIRECT COST OVERTIME PREMIUM			
Classification Eligible for Premium Overtime?	Classification	Current MINIMUM Hourly Rate for Classification	Current MAXIMUM Hourly Rate for Classification (See Note A to Right)	Average Hourly Rate for Classification (See Note B to Right)	Escalated Average Hourly Rate for Classification (See Note C to Right)	Estimated Work Hours (Including Overtime)	Total Estimated O/T Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:	Escalated Average Premium Overtime Hourly Rate (See Note D to Right)	Estimated Overtime Hours (Overtime Hours Only)
No	Project Manager	\$45.00	\$51.00	\$48.00	\$49.83	24.00	1,881.00	\$36.95	\$69,502.95		
No	QC/QA Manager	\$39.00	\$50.00	\$44.50	\$46.20	16.00					
No	Professional Land Surveyor	\$39.00	\$50.00	\$44.50	\$46.20	24.00					
Yes	Survey Crew Member	\$21.00	\$36.00	\$28.50	\$29.59	640.00					
No	Civil/CADD Engineer	\$31.00	\$35.00	\$33.00	\$34.28	648.00					
No	Project Structural Engineer	\$58.00	\$65.00	\$61.50	\$63.95	166.00					
No	Structural Engineer	\$36.50	\$45.00	\$40.75	\$42.31	242.00					
No	CADD Engineer/Tech	\$31.00	\$40.50	\$35.75	\$37.11	121.00					

Contract No.: RR-13-4116

Consultant: DB Sterlin Consultants, Inc.

Date: 10/30/2013

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)	Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)
Project Manager	Victor Cardona, PE		
Professional Land Surveyor	Thomas Galbreath, PLS		
QC/QA Manager	John Boline, PLS		
Survey Crew Member	Collin Evans		
Survey Crew Member	John Sieloff		
Project Structural Engineer	Basar Civelek, Ph.D, PE, SE		
Structural Engineer	Gerald Potempa, EIT, LEED AP		
CADD Engineer/Tech	Syed Rahman		
Civil/CADD Engineer	Michael Miller, PE		

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

- B. **ALLOWABLE DIRECT COSTS - based on link below**
[http://www.illinoistollway.com/documents/10157/36206/LG TOLLWAY XX ALLOWABLEDIRECTCOSTS 08012008.PDF](http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF)

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

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 20,397.41

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: RR-13-4116

Consultant: DB Sterlin Consultants, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Victor Cardona, PE

Project Engineer: Gerald Potempa, EIT, LEED AP

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: Basar Civelek, Ph.D, PE, SE

Project Drainage Engineer: _____

Senior Engineer: _____

Others: **Name:** Thomas Galbreath, PLS

Classification: Professional Land Surveyor

Name: John Boline, PLS

Classification: QC/QA Manager

Name: _____

Classification: _____

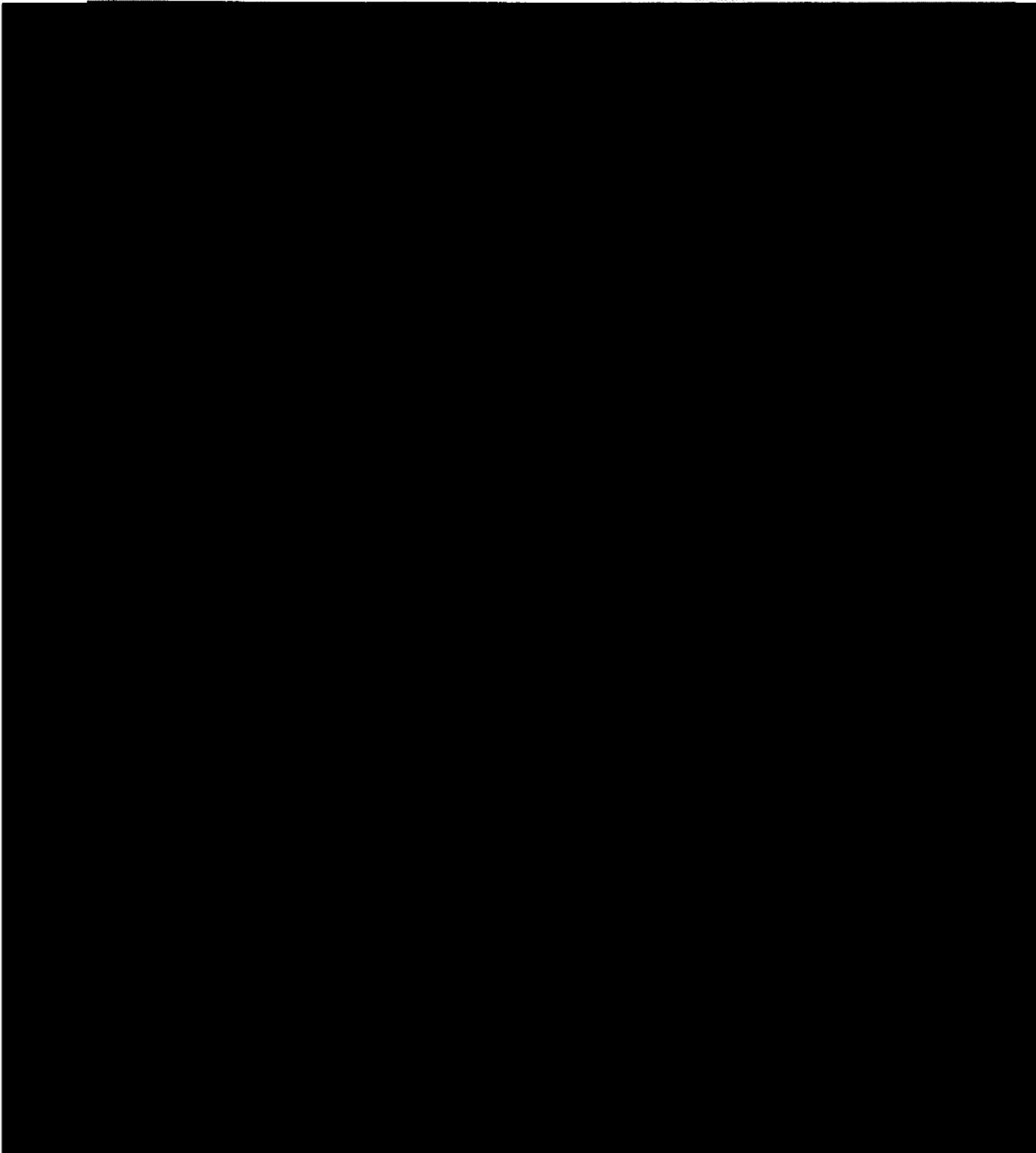
Name: _____

Classification: _____

135 254



Victor Cardona, PE
Senior Civil Engineer

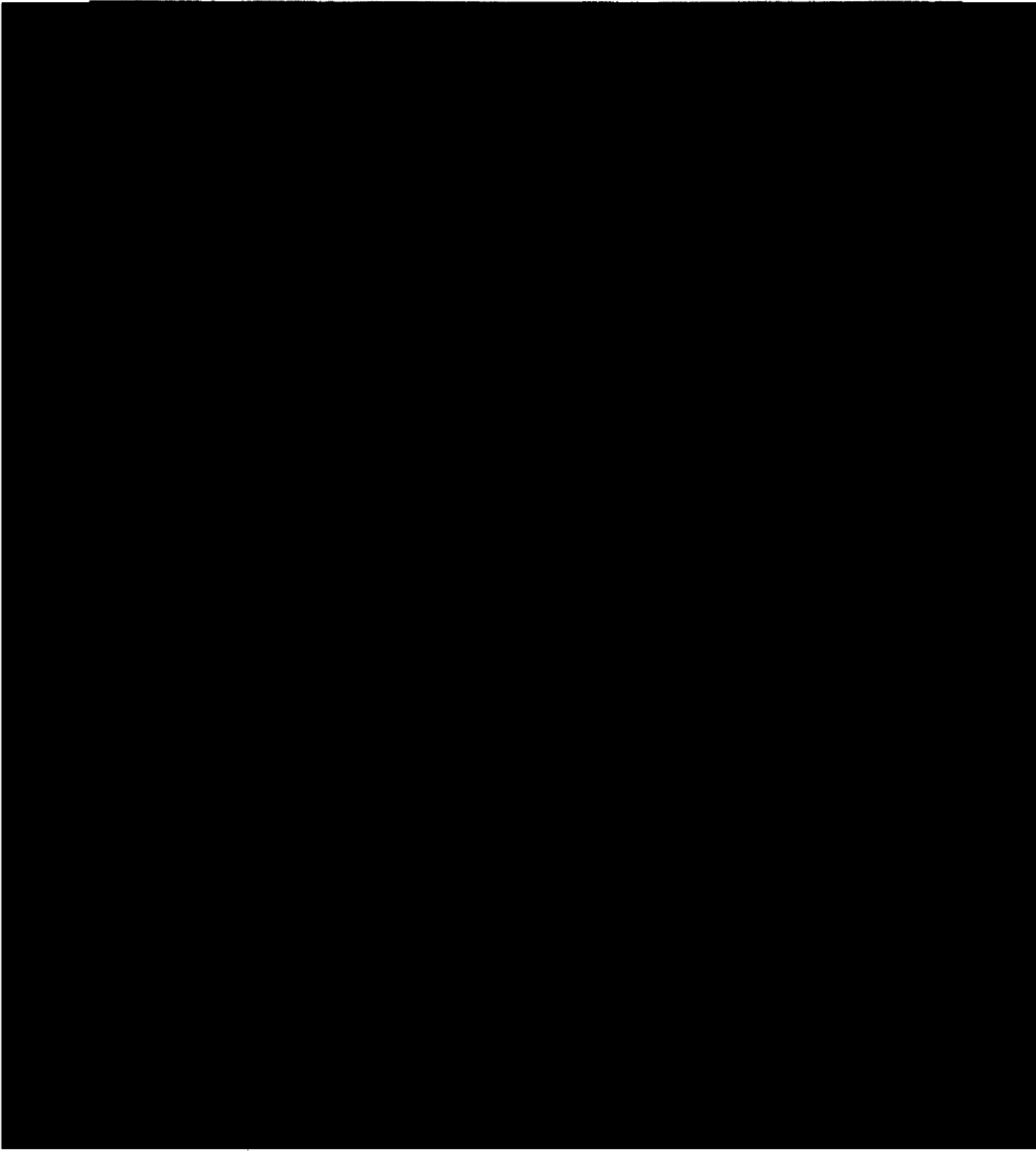


UNCLASSIFIED CONFIDENTIAL

136 254

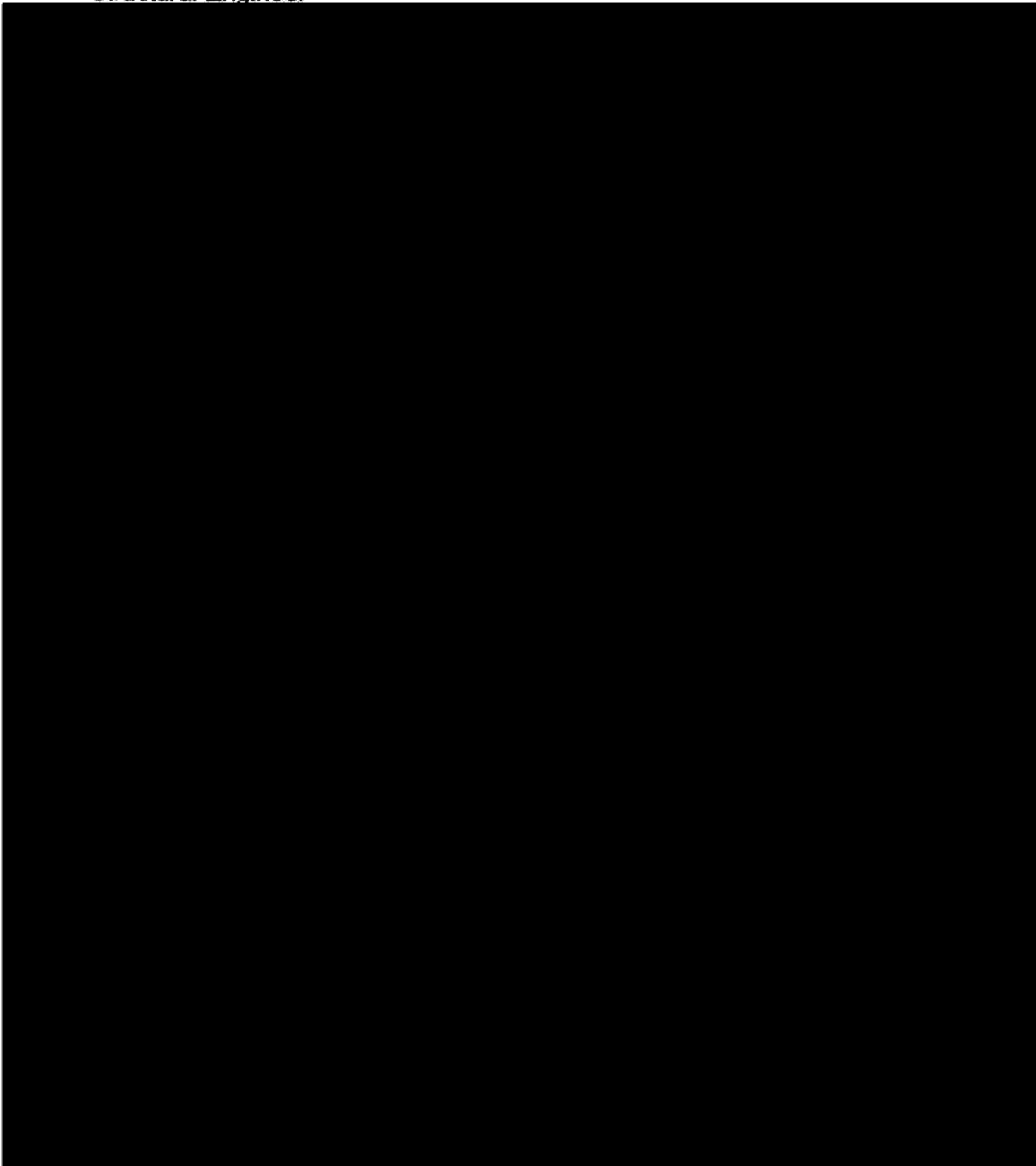


Victor Cardona, PE
Senior Civil Engineer





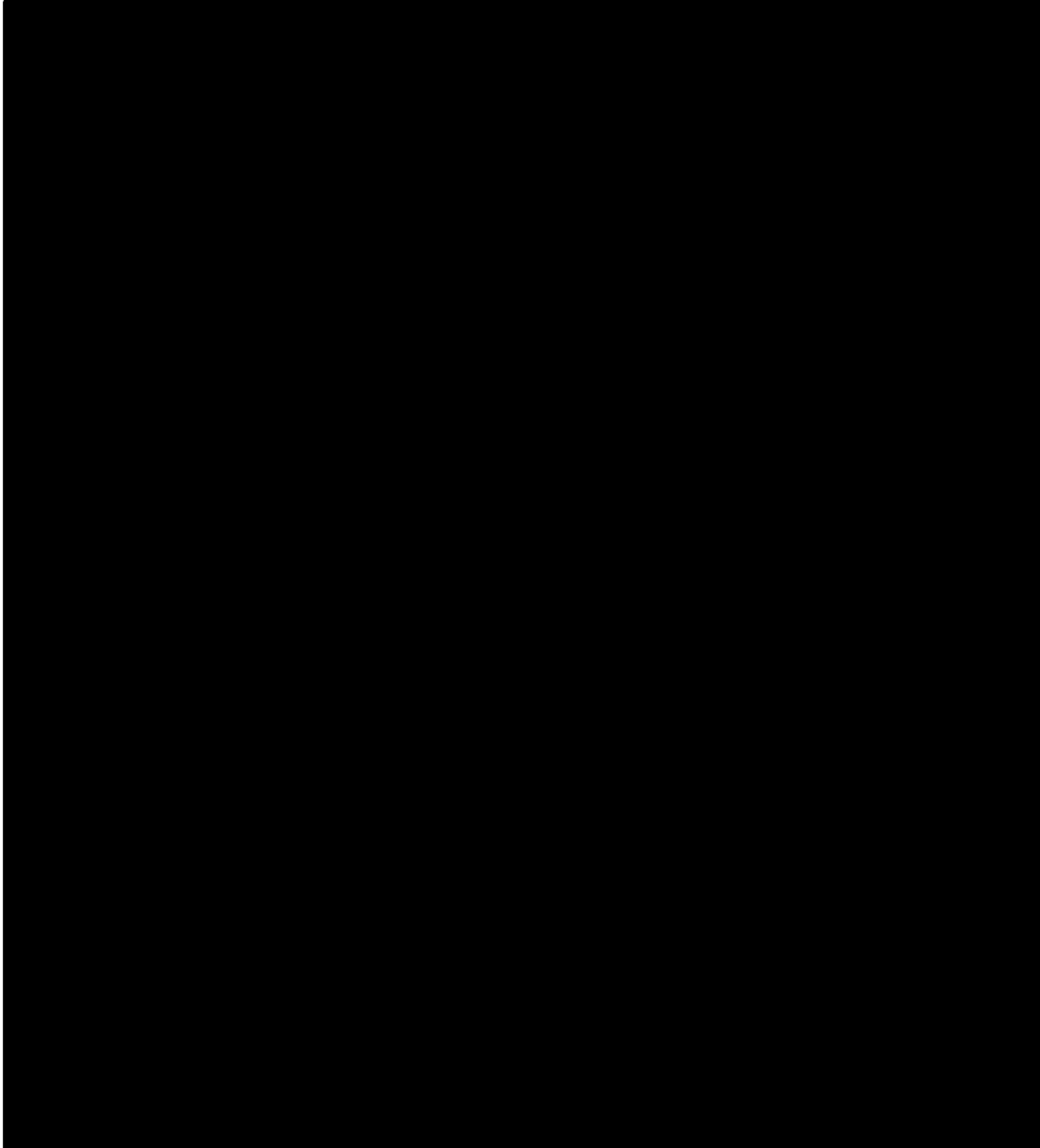
Gerald Potempa, EIT, LEED AP
Structural Engineer



138 254

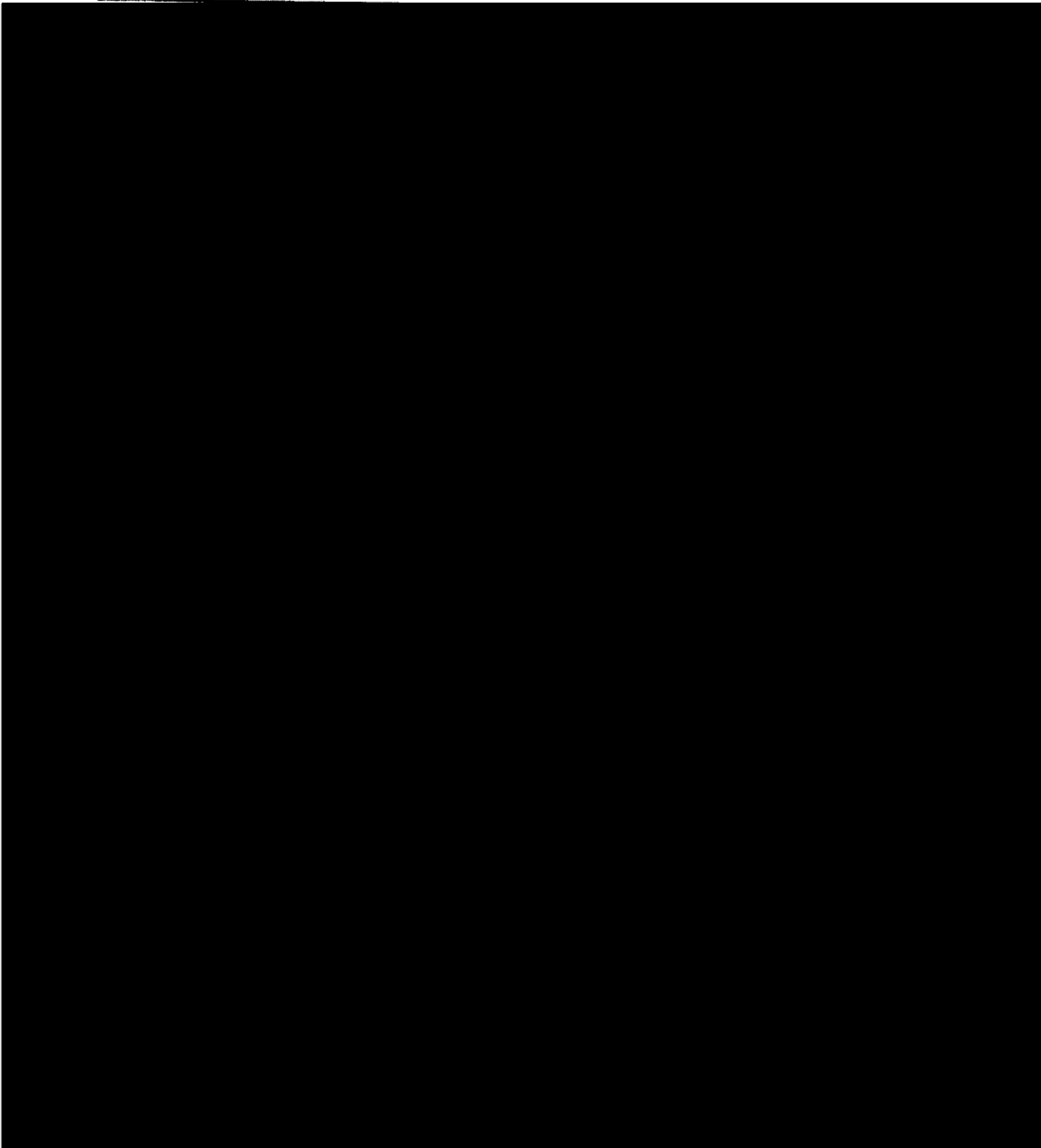


Gerald Potempa, EIT, LEED AP
Structural Engineer



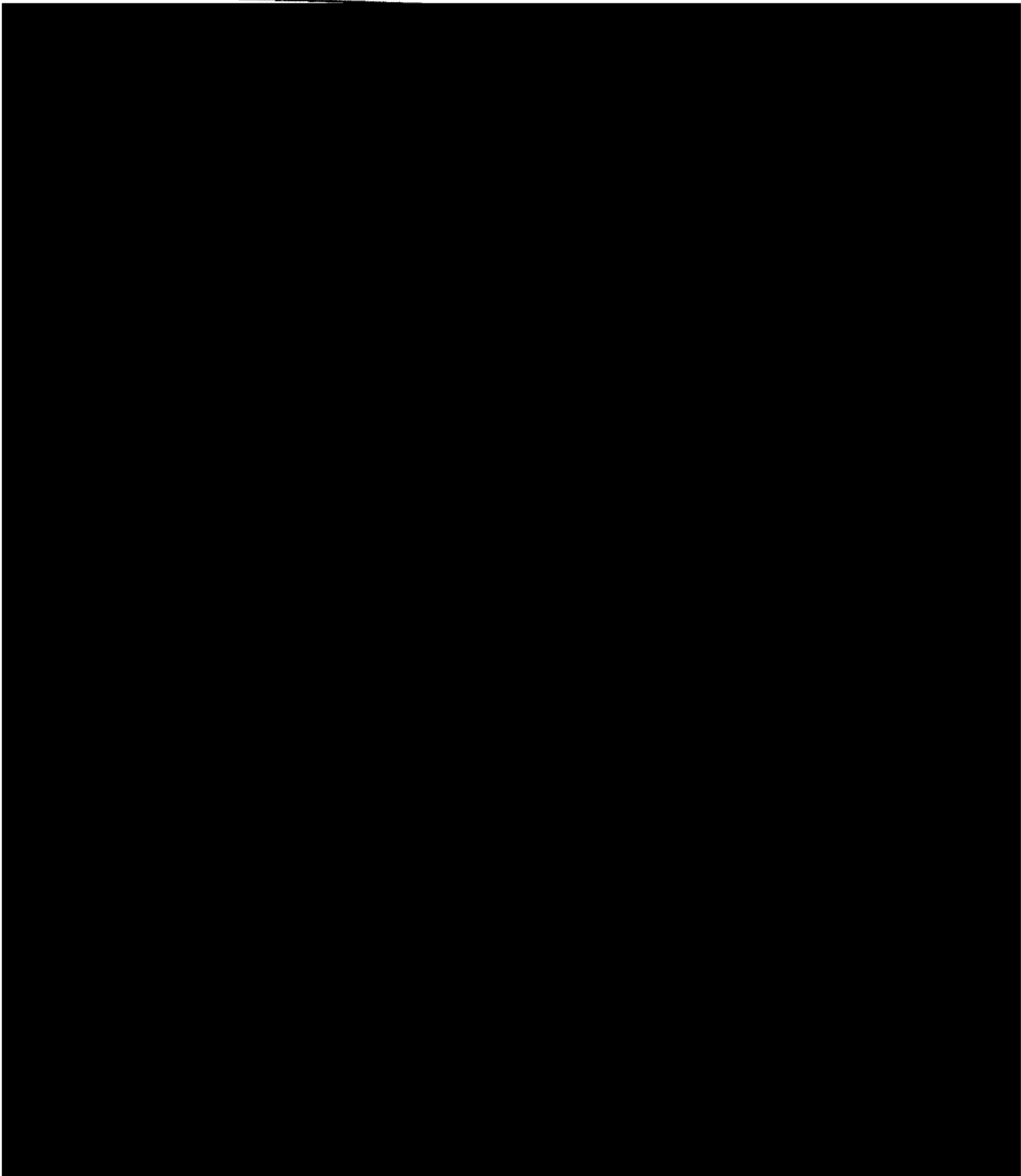


Basar Civelek, Ph.D, PE, SE
Senior Structural Engineer



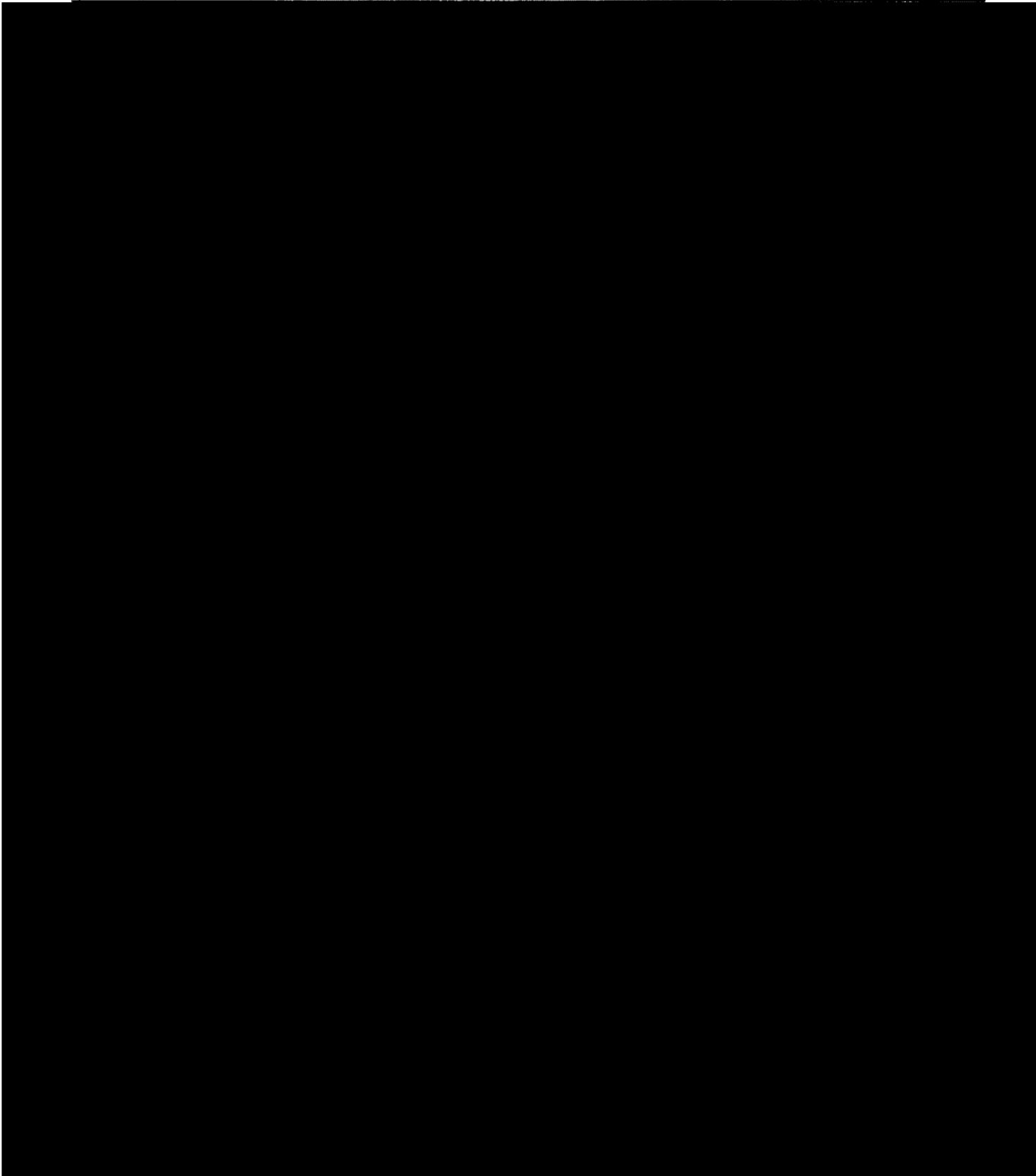
140 = 254

Basar Civelek, Ph.D, PE, SE
Senior Structural Engineer





Thomas Galbreath, PLS
Professional Land Surveyor





Thomas Galbreath, PLS
Professional Land Surveyor

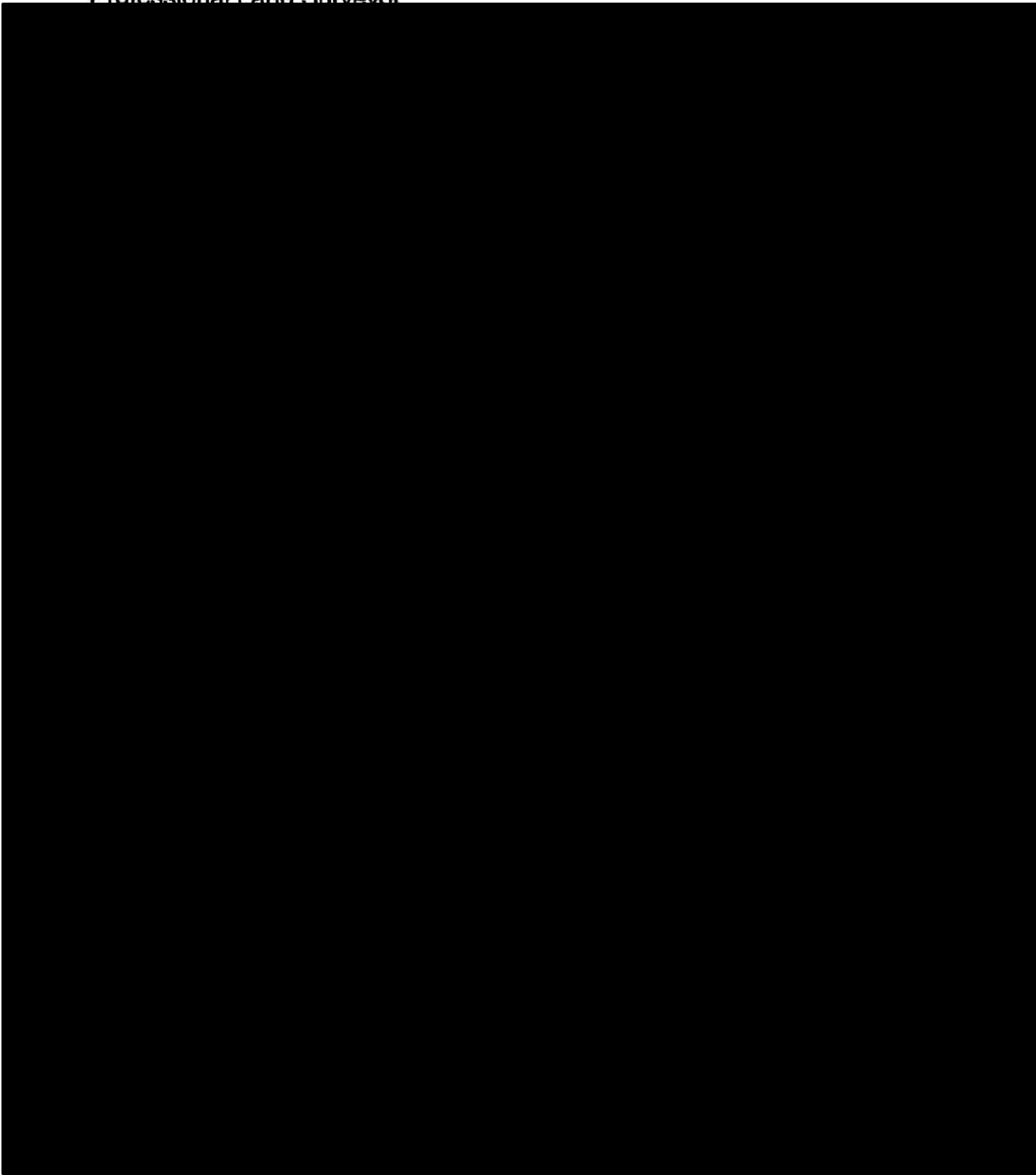
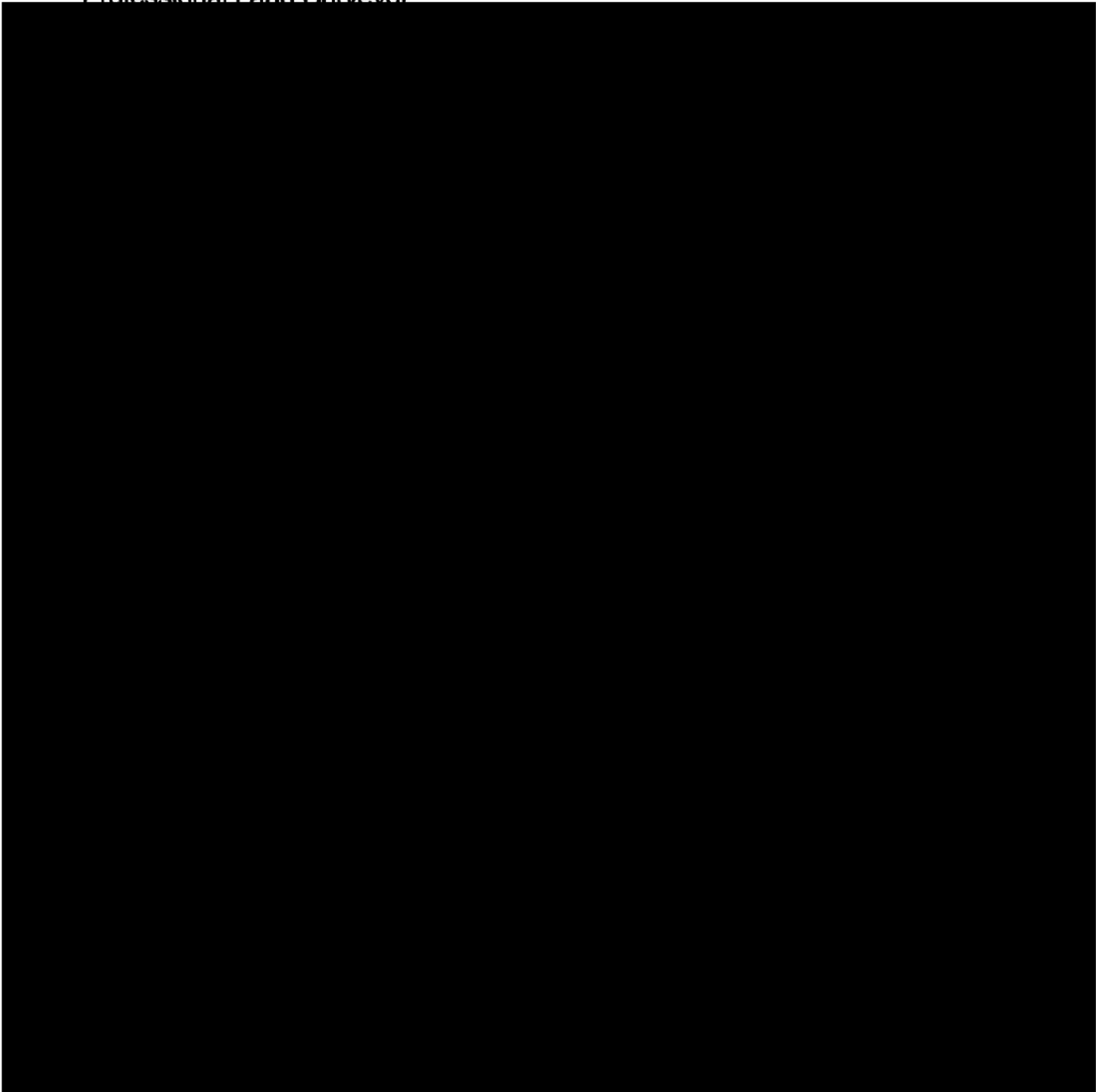


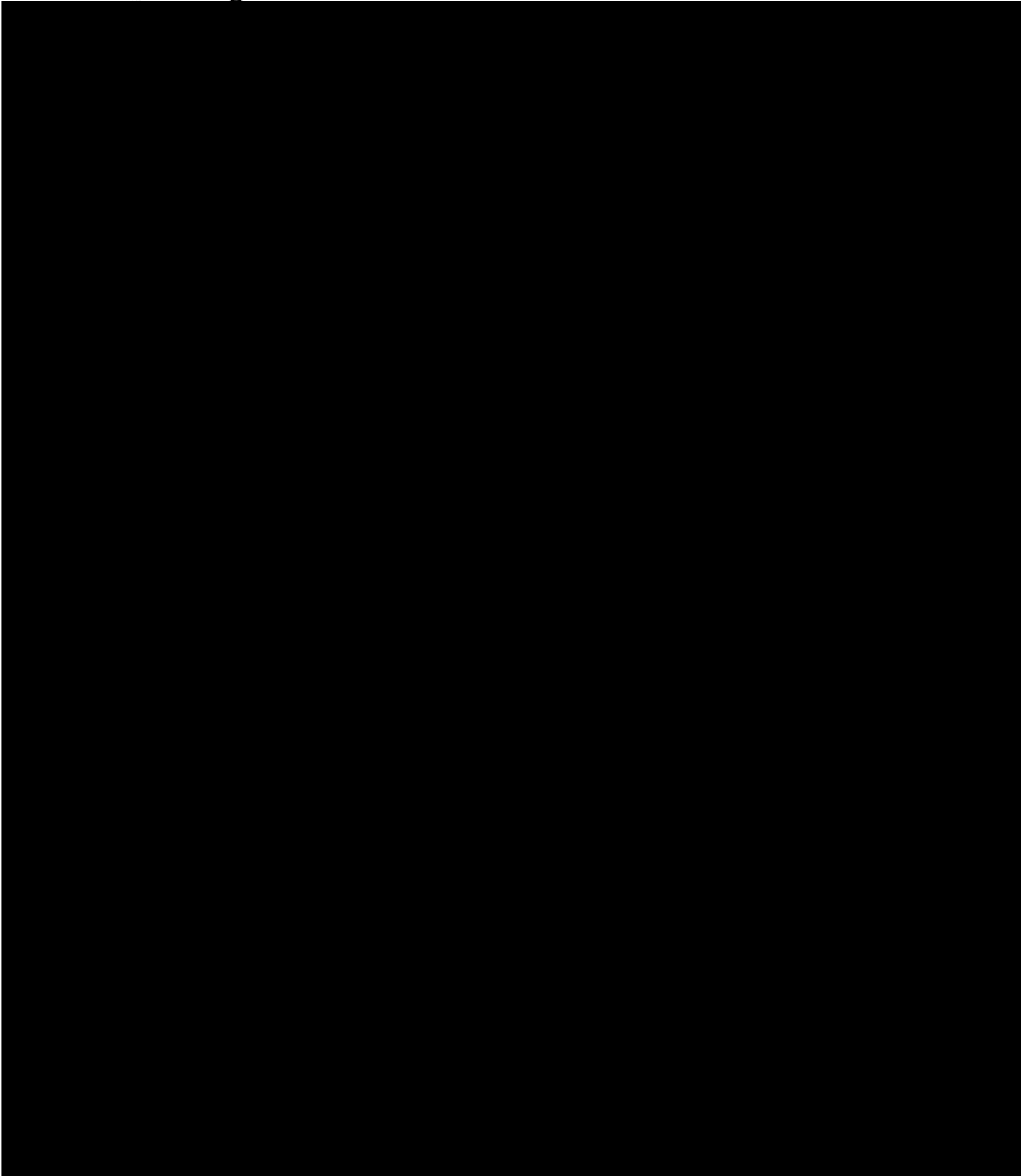
EXHIBIT "1"
PAGE 143 OF 254



Thomas Galbreath, PLS
Professional Land Surveyor



John Boline, PLS
QC/QA Manager





John Boline, PLS
QC/QA Manager

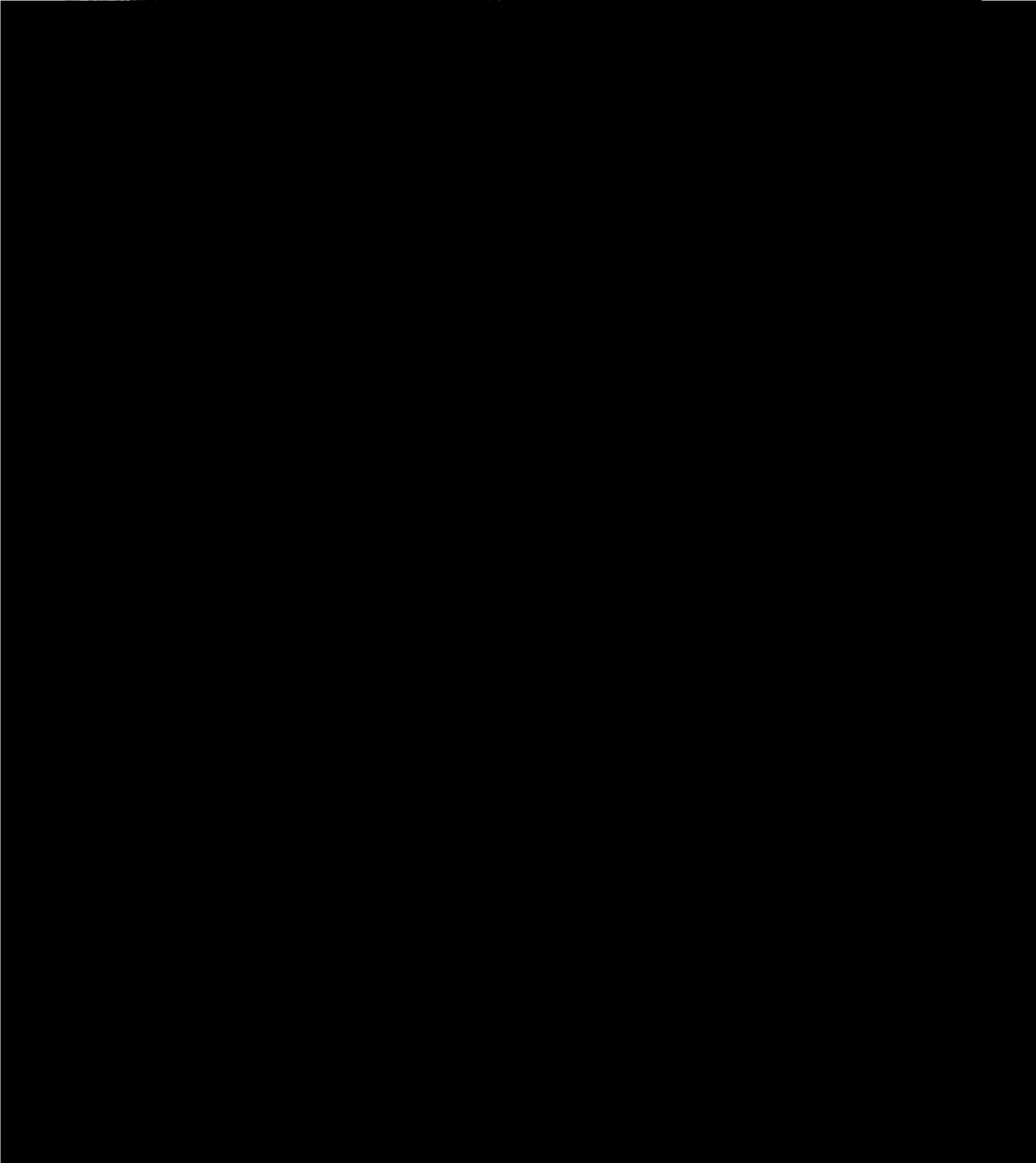


EXHIBIT "1"
PAGE 146 OF 254

EXHIBIT F**CONTRACT RR-13-4116****DB STERLIN CONSULTANTS, INC.****SCOPE OF SERVICES**

**Reference: Roadway Reconstruction, Reagan Memorial Tollway,
York Road Plaza (M.P. 138.6) to I-290 (M.P. 140.6)
Contract No. RR-13-4116**

The scope of work described herein identifies the survey and structural items of work anticipated for Phase II design work for the proposed reconstruction of the Reagan Memorial Tollway between York Road and I-290 in DuPage and Cook Counties, Illinois. The DB Sterlin Consultants, Inc. (DBS) work effort shall consist supplemental survey to the mapping provided by the Tollway and will include setting additional horizontal and vertical controls, topographic surveys, cross sections, drainage surveys, bridge surveys, miscellaneous pick-up surveys, also structural inspections of Structure Nos. 215, 216, 275, 276, 277, 280, preparation of abbreviated Bridge Condition Reports for Structure Nos. 275, 276, 277, 280, and preparation of plans, specifications, and quantities for six new replacement sign trusses and two new DMS trusses.

SURVEY - GENERAL

The project survey will be conducted in accordance with the Tollway Standards. All work will be done in English units.

The survey limits are described as the main line of I-88 from Mile post 138.6 to mile post 140.6 for a total length of 10,560 linear feet and SB 294 (Ramp F to bridge over Butterfield Rd, 960') and (Ramp E, EB 88 to NB 294, 2500').

Data Provided by ISTHA:

- Available project related data that will be supplied includes:
- Existing plans for the existing I-88 Tollway and related interchange ramps.
- ISTHA will provide Benchmarks locations and elevations and horizontal survey control monuments which are within project sites.
- Utility Information. Utility companies (gas, water, telephone, electric, CATV and other communications) will plot the location of their utility directly onto hard copies of the project base map. Once the information becomes available, DBS will incorporate the information into the electronic file. Coordination with ISTHA will be provided by the prime Consultant.
- The Tollway will provide contours from ROW to ROW as well as 100' on each side, monument controls, alignment files, established centerline, stationing and all pertinent survey information necessary for the project. Only supplemental survey work will be needed. It includes but it is not limited to culture survey, void survey, and miscellaneous pick-up survey.

FIELD SURVEYS**Horizontal and Vertical Controls:**

DBS will verify the existing horizontal and vertical control points established by others. DBS assumes that existing primary control points and benchmarks were established throughout the project limits. Secondary Control points will be set, as needed to supplement the existing control for additional survey tasks and will be recorded in survey books with recovery sketches. Secondary control points will be set on EB and WB to facilitate the data collection in either side. All work shall conform to the specifications as outlined in the current IDOT survey manual. It is assumed the horizontal control shall be based on the North American Datum (NAD83) latest adjustment and the vertical shall be NAVD88 datum set to third order accuracy.

Supplemental Survey:

DBS shall perform topographic surveys at various locations as needed and as directed by PTG. It is anticipated that survey efforts will be needed to supplement areas that are covered either by structures, bushes, trees, evergreens, etc.

Wetland Delineation:

DBS shall locate all flags delineated by others. DBS assumes 2,000' of wetland flagging.

Boring staking and Location:

DBS shall stake soil boring based on information provided by Wang and associates and later will locate them to confirm the final location. The number of borings is as follows:

- 59 for the mainline
- 6 for York Bridge
- 10 for Roosevelt Bridges

Bridge Surveys:

Limited bridge survey will be conducted. For budgeting purposes, 3 bridges are assumed to be surveyed. For I-88 over Roosevelt Road (bridges 215 and 216), work includes but is not limited to, locating and cross-sectioning the approach Slabs, locate Expansion joints and parapets, cross-sectioning the bridge decks and locating 4 piers and 2 abutments (each bridge). For York Rd. over I-88 (bridge 281), work includes locating 3 piers and 2 abutments, locating bridge deck expansion joints and parapets, and locating and cross sectioning the approach slabs and bridge deck. At each location, horizontal and vertical clearance will be measured. Sketches showing the vertical clearance over each edge of pavement and the center of the roadway will be provided. The horizontal clearance will be measured from the edge of pavement of face of pier, abutment or slope wall, whichever is less. Traffic Control shall be included in direct costs.

Storm Sewer Utility and Drainage information Survey:

DBS shall obtain locations of all storm sewer structures, including but not limited to; manholes, catch basins, inlets, scuppers, pipe culverts and box culverts. Also included are manhole rim elevations, inverts, pipe directions. For budgeting purposes up to 50 structures are assumed to be surveyed. Atlases and Maps

shall be provided by the prime Consultant. DBS shall map the structures and connect corresponding connections in a CAD file.

SUE Locations:

The utility Consultant shall identify and mark the utilities in the field. Markings such as paint, hubs and flags, etc. shall be surveyed by DBS. For budgeting purposes, up to 10 locations (20,000 total linear feet of various utilities will be surveyed). DBS will obtain X and Y positions of the marked utility lines with survey techniques. Depths of the utilities will not be determined.

Miscellaneous Pick-Up Surveys:

DBS shall perform miscellaneous follow-up survey support for Phase II development. This work could include surveying additional length along cross roads. For budgeting purposes, up to 10 field crew days are assumed for this task.

Horizontal and Vertical Control Tie Sheets:

DBS shall develop plan tie sheets. Each tie sheet shall depict pre-established Control Points, Benchmarks and alignment PC's, PT's, POT's, etc. with descriptions and at least 3 recovery tie points for each point. Coordinate values and elevations for each Benchmark, Control Point and alignment point shall be included on the sheets.

Quality Assurance/Quality Control/ Project Management:

All reports, design analyses, drawings, and miscellaneous contract documents will be checked by DB Sterlin's quality control procedures prior to submission to the prime Consultant. The project manager will appoint experienced engineers as checkers. The checkers will perform their checking independent of the engineers who prepared the deliverable.

Any design files created for the project will be checked in accordance with DB Sterlin's QA/QC Procedures per IDOT Requirements. Check prints of the original drawings will be prepared and checked by an engineer who is technically competent to review the work performed. Files will be checked for adherence to the accuracy, adequacy of delineation and notations and interface with other design elements.

Deliverables:

- PDF copy of field notes.
- MicroStation base drawings.
- ASCII file of collected survey data points with coordinate values, elevations and Tollway standard codes.

STRUCTURAL ENGINEERING SERVICES**General:**

The first phase of the structural scope will be the development of Bridge Condition Reports, in support of the overall Concept Report, establishing the required DBS scope of work. Reporting will be based on combination of hands on and visual inspection. Scope recommendations will be based on first costs, life cycle costs, constructability, and Tollway policies.

Bridge Inspections:

EB and WB I-88 over Salt Creek – Bridge Nos. 275 & 276 (Task AI-1):

Visual inspection shall be performed on all elements. Top of deck, barriers, joints and drains will be observed using binoculars from behind the roadway barriers. Underside of the deck, abutments, and piers will be observed from the banks of the creek, visually and with ladder assist.

Harger Road Ramp over Salt Creek – Bridge No. 277 (Task AI-2):

Visual inspection shall be performed on all elements. Top of deck, barriers, joints and drains will be observed using binoculars from behind the roadway barriers. Underside of the deck, abutments, and piers will be observed from the banks of the creek, visually and with ladder assist.

Pedestrian and Bike Trail Bridge over EB and WB I-88 – Bridge No. 280 (Task AI-3):

Visual inspection shall be performed on all elements. Top of deck, barriers, joints and drains will be observed by walking the deck. Underside of the deck, abutments, and piers will be observed from below during lane closures in place for the inspection of York Road Bridge.

EB and WB I-88 over Roosevelt Road – Bridge Nos. 215 & 216 (Task DI-2):

Inspection of the concrete deck will include hammer sounding of the deck underside. Inspection of the prestressed concrete girder ends and bearings will be made at arm's length. Visual and hammer - sounding inspection of the concrete piers and abutments will be performed. Inspection and documentation shall be sufficient to map repair areas and determine repair quantities for a scope of rehabilitation work. Lane and shoulder closures are required above (I-88 EB and WB) and below (Roosevelt Road). Access and inspection equipment including lift trucks and lights will be utilized.

Note that inspection of the topside of the concrete bridge deck, using thermographic survey, and evaluation of the approach slabs, using ground penetrating radar, will be performed by others. In addition, bridge deck coring and chloride testing used to corroborate the nondestructive survey technologies and quantify chloride penetration, will also be performed by others.

Bridge Condition Reports:

EB and WB I-88 over Salt Creek – Bridge Nos. 275 & 276 (Task AR-1):

Findings of the inspection and recommended scope of work will be documented in an Abbreviated Bridge Condition Report format, consistent with the IDOT Bridge Condition Report Procedures and Practices Manual. Load rating and life cycle cost analyses will not be included.

Harger Road Ramp over Salt Creek – Bridge No. 277 (Task AR-2):

Findings of the inspection and recommended scope of work will be documented in an Abbreviated Bridge Condition Report format, consistent with the IDOT Bridge Condition Report Procedures and Practices manual. Load rating and life cycle cost analyses will not be included.

Pedestrian and Bike Trail Bridge over EB and WB I-88 – Bridge No. 280 (Task AR-3):

Findings of the inspection and recommended scope of work will be documented in an Abbreviated Bridge Condition Report format, consistent with the IDOT Bridge Condition Report Procedures and Practices manual. Load rating and life cycle cost analyses will not be included.

Preparation of Plans and Specifications:

Prefinal Plans:

DBS will prepare prefinal plan documents for six (6) new and replacement overhead sign structures and two (2) new Dynamic Message Sign (DMS) trusses, including all supporting foundations. The work will include the following items:

- General Plan, Location, and Notes Drawings
- Standard Drawings
- Foundation Standard Drawings
- Sign and Luminaire Support Drawings
- Calculation of Quantities
- Preparation of Specifications
- Preparation of Cost and Time Estimates

Final Plans:

DBS will prepare the final plan documents, including all work items identified above, in response to review comments submitted by the Tollway.

EXHIBIT G

CONTRACT RR-13-4116

DB STERLIN CONSULTANTS, INC.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
IDOT Various (P-94-020-09)	Bridge Deck Delamination Surveys	200,000	30,000	12/13
IDOT Various (D-91-594-10)	Various Phase II Surveying	500,000	240,000	12/13
IDOT Various (D-91-109-12)	Various Phase II Design	1,500,000	750,000	12/14
IDOT Various (D-60-034-13)	District 1 Sign and Tower Structure Inspection, Various Locations	300,000	300,000	6/14
Tollway Various (RR-12-4055)	Various Phase III	1,650,000	1,100,000	12/14
Tollway I-90 (I-11-4022)	Phase II Jane Addams Reconstruction Surveying	912,000	138,000	12/13

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBEWBE 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/MBEWBE Subconsultants: \$ _____

TOTAL Additional Services DBE/MBEWBE Subconsultants: \$ _____

TOTAL Allowable Fee DBE/MBEWBE Subconsultants: \$ _____

DBE/MBEWBE Percentage of Total Fee (Includes Additional Services): 0.00%

DBE/MBEWBE Percentage of Total Fee (does not include Additional Services): Version 7

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

<hr/>	
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: SE3, LLC

Contract Number: RR-13-4116

Proposal Date: 10/30/2013

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-13-4116

Consultant: SE3, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2013												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Barrier Warrants Field Review													16	16	
Concept Meeting															
Preliminary Submittal															
Pre-Final Submittal															
Final Submittal															
Coord. Meetings															
Constr. Amend.															
ITS															
ITS Field Invest.														20	20
Concept Submittal															
ITS Plans Meetings															
TOTALS														36	36

EXHIBIT "1"

PAGE 150 OF 254

Contract Number: RR-13-4116 Consultant: SE3, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2014												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Barrier Warrantis	16													16
Field Review		44												44
Concept Meeting			44											44
Preliminary Submittal					56									56
Pre-Final Submittal						256	262	228						746
Final Submittal						4	4	4	236					236
Coord. Meetings				4	4	4	4	4	4					32
Constr. Amend.														
ITS														
ITS Field Invest.	20													20
Concept Submittal		100	132											232
ITS Plans					100	180	174	104						558
Meetings	8	8	8	8	8	8	8							56
TOTALS	44	156	188	12	168	448	448	336	240					2040

EXHIBIT "1"
PAGE 157 OF 294

Contract Number: RR-13-4116

Consultant: SE3, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Barrier Warrants															
Field Review															
Concept Meeting															
Preliminary Submittal															
Pre-Final Submittal															
Final Submittal															
Coord. Meetings		4													8
Constr. Amend.															
ITS															
ITS Field Invest.															
Concept Submittal															
ITS Plans															
Meetings															
TOTALS														4	8

EXHIBIT "1"

PAGE 158 OF 254

Contract Number: RR-13-4116

Consultant: SE3, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Barrier Warrants													
Field Review													
Concept Meeting													
Preliminary Submittal													
Pre-Final Submittal													
Final Submittal											2		2
Coord. Meetings													
Constr. Amend.													
ITS													
ITS Field Invest.													
Concept Submittal													
ITS Plans													
Meetings													
Project Management													
TOTALS												2	2

EXHIBIT "1"

PAGE 159 OF 254

Contract No.: RR-13-4116

Consultant: SE3, LLC

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

$$\frac{2,086.00}{\text{(Total Work Hours from Exhibit C-2)}} \times \$ \frac{40.69}{\text{(Average Hourly Rate from Exhibit C-2)}} = \text{TOTAL DIRECT SALARY } \$ \underline{84,879.34}$$

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 \$ 237,662.15

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$2,357.75

C. SERVICES BY OTHERS

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

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

TOTAL SERVICES BY OTHERS \$ -

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

\$ -

(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES \$ -

(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 240,019.90

Contract No.: RR-13-4116

Consultant: SE3, LLC

Date: 10/30/2013

Escalation Factor: 105.86%
(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST OVERTIME PREMIUM				
Classification Eligible for Premium Overtime?	Classification	Current MINIMUM Hourly Rate for Classification	Current MAXIMUM Hourly Rate for Classification (See Note A to Right)	Average Hourly Rate for Classification (See Note B to Right)	Escalated Average Hourly Rate for Classification (See Note C to Right)	Estimated Work Hours (Including Overtime)	Total Estimated Work Hours:	Average Hourly Rate:	Total Direct Labor	Escalated Average Premium Overtime Hourly Rate (See Note D to Right)	Estimated Overtime Hours (Overtime Hours Only)	Total Estimated O/T Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:
No	Project Principal	\$60.00	\$70.00	\$65.00	\$68.81	2.00	2,086.00	\$40.69	\$84,879.34					
No	Senior Project Manager	\$50.00	\$65.00	\$57.50	\$60.87	444.00								
No	Project Manager	\$40.00	\$55.00	\$47.50	\$50.29	170.00								
No	Project Engineer	\$26.00	\$46.00	\$36.00	\$38.11	680.00								
No	Staff Engineer	\$22.00	\$34.00	\$28.00	\$29.64	770.00								
Yes	Admin	\$10.00	\$30.00	\$20.00	\$21.17	20.00								

EXHIBIT "1"

Contract No.: RR-13-4116

Consultant: SE3, LLC

Date: 10/30/2013

EXHIBIT C-3: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)	Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)
Project Principal	Vernal Stewart	Admin	Kristen M. Martin
Senior Project Manaer	Jason Martin		
	Brian K. Scifers		
	Matt Gauntt		
Project Manager	Raymond Kumapley		
Project Engineer	Steve M. Schuessler		
	Daniel G. White		
	David W. Bennett		
Staff Engineer	Brian A. Verwijst		
	William B. Lorton, III		
	Kenneth J. Park		
	Pete H. Les		

Contract No.: RR-13-4116 Consultant: SE3, 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**
http://www.illinoistollway.com/documents/10157/36206/LG_TO_LLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

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

DIRECT COST CATEGORY

Printing

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 2,357.75

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

EXHIBIT "1"

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ALLOWABLE DIRECT COSTS

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

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

EXHIBIT "1"

PAGE 166 OF 259

Contract No.: RR-13-4116

Consultant: SE3, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Vernal Stewart

Project Manager: Matt Gauntt

Project Engineer: Steve M. Schuessler

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Brian K. Scifers

Classification: QA/QC

Name: _____

Classification: _____

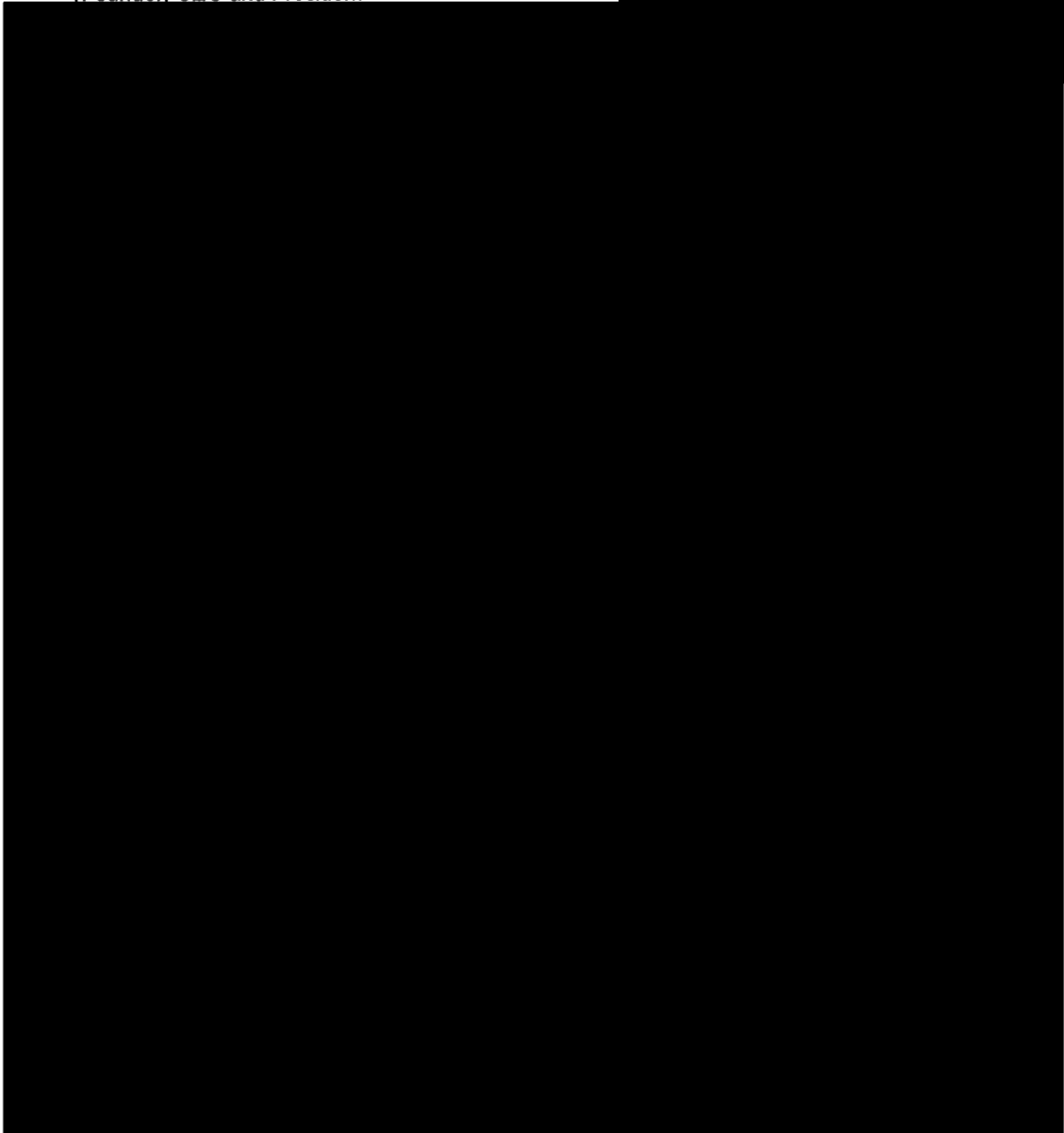
Name: _____

Classification: _____

Name: _____

Classification: _____

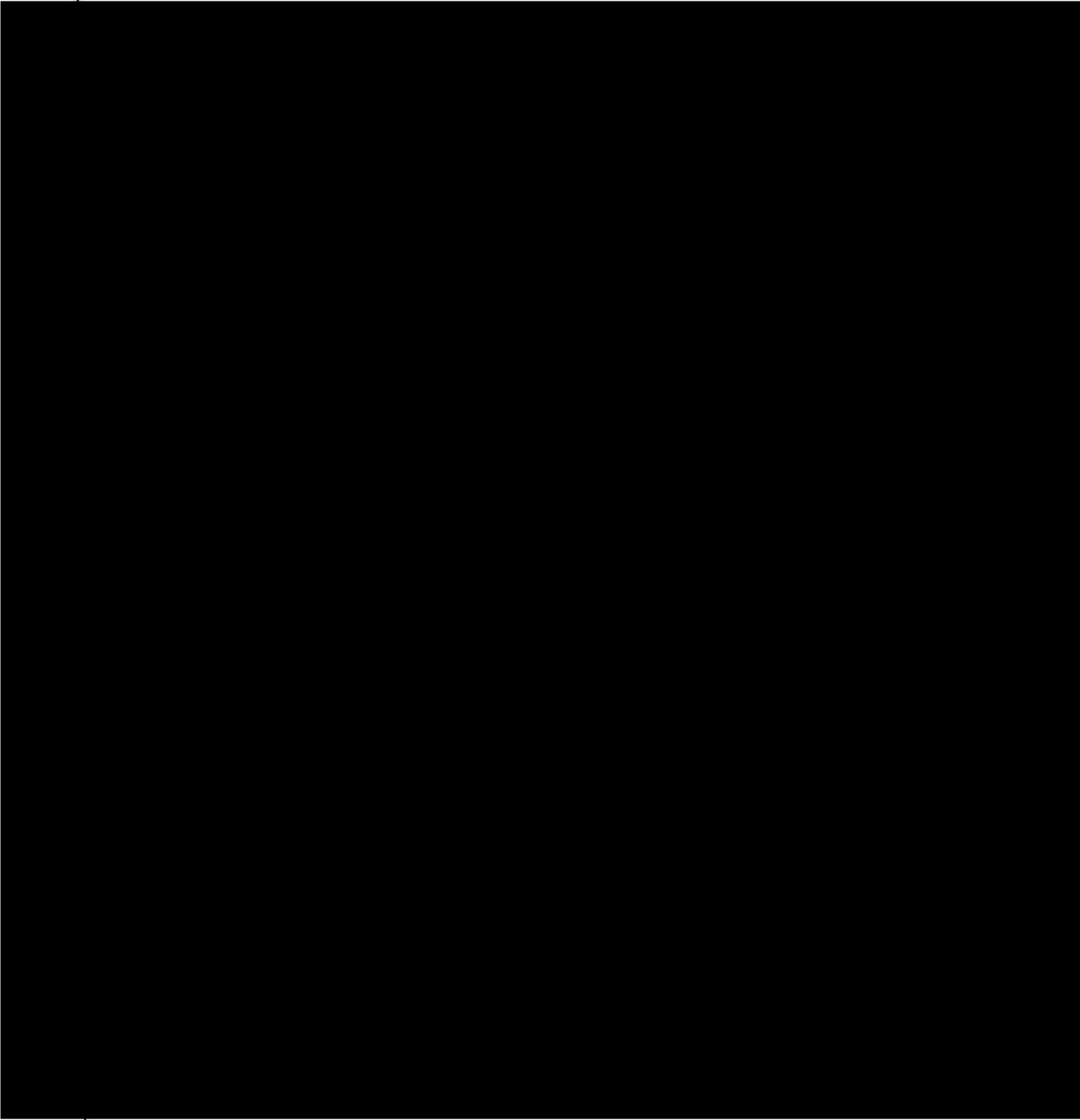
Vernal Stewart
Founder, CEO and President

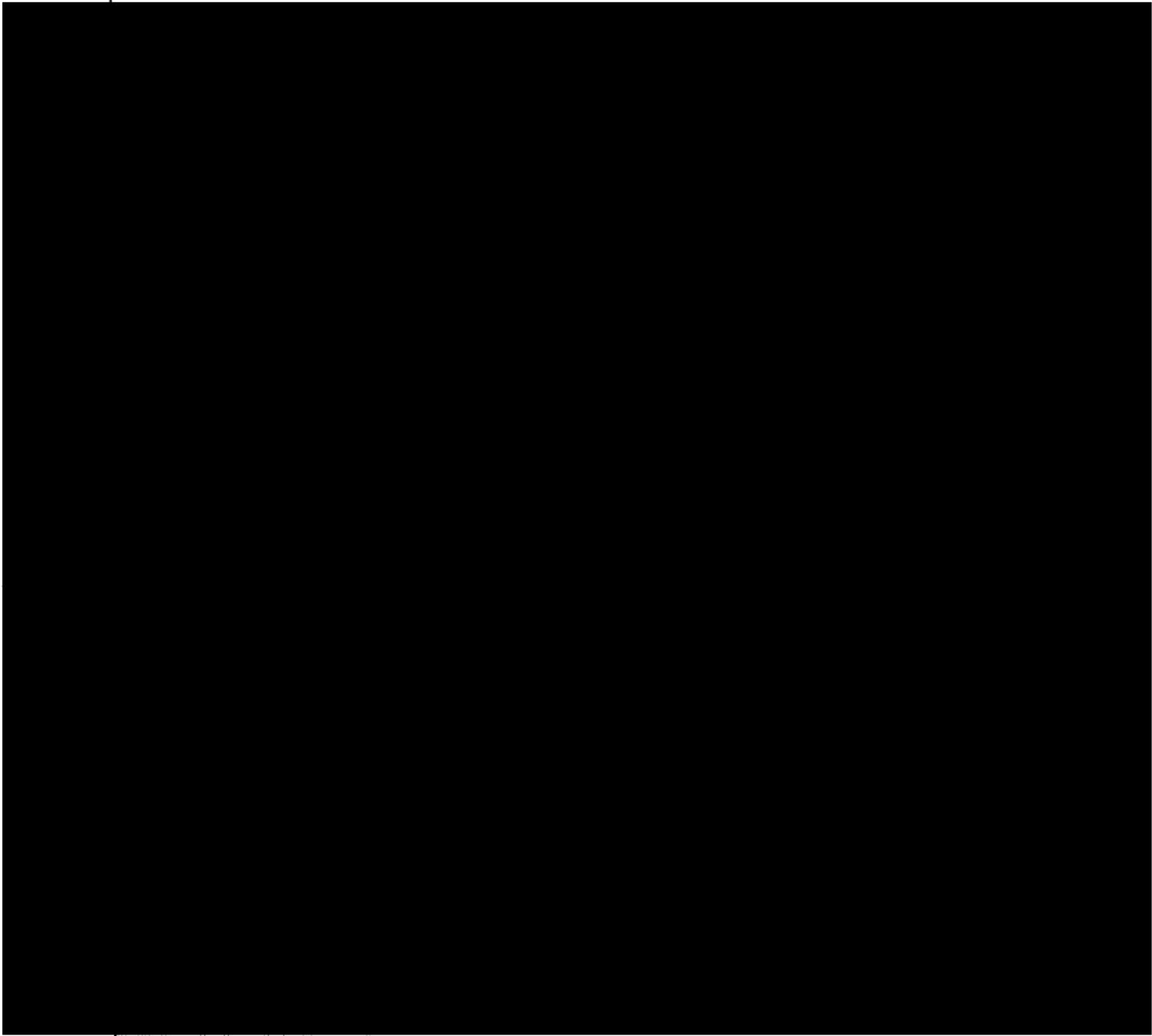


SEE

Matt Gauntt, P.E.

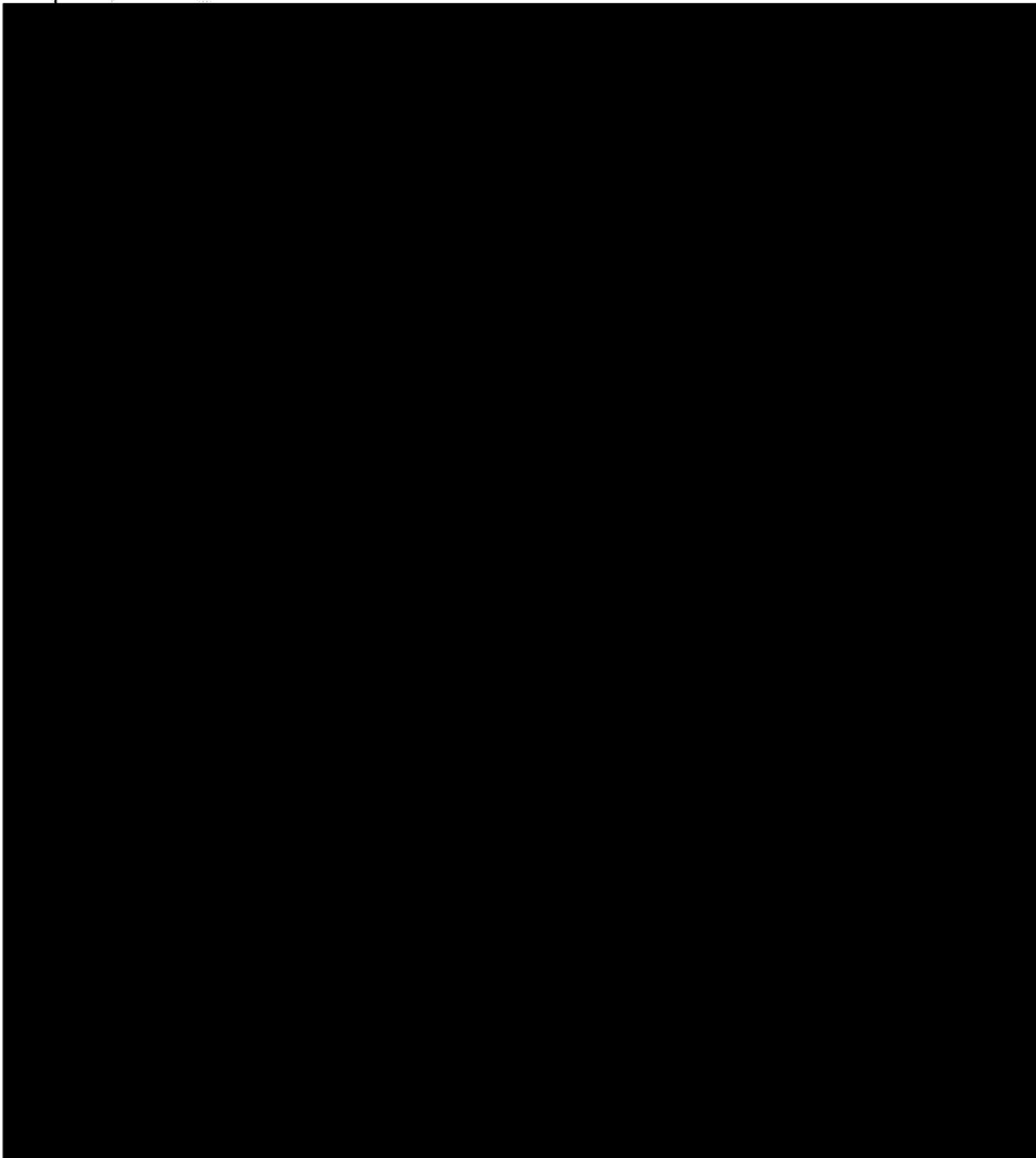
Senior Project Manager



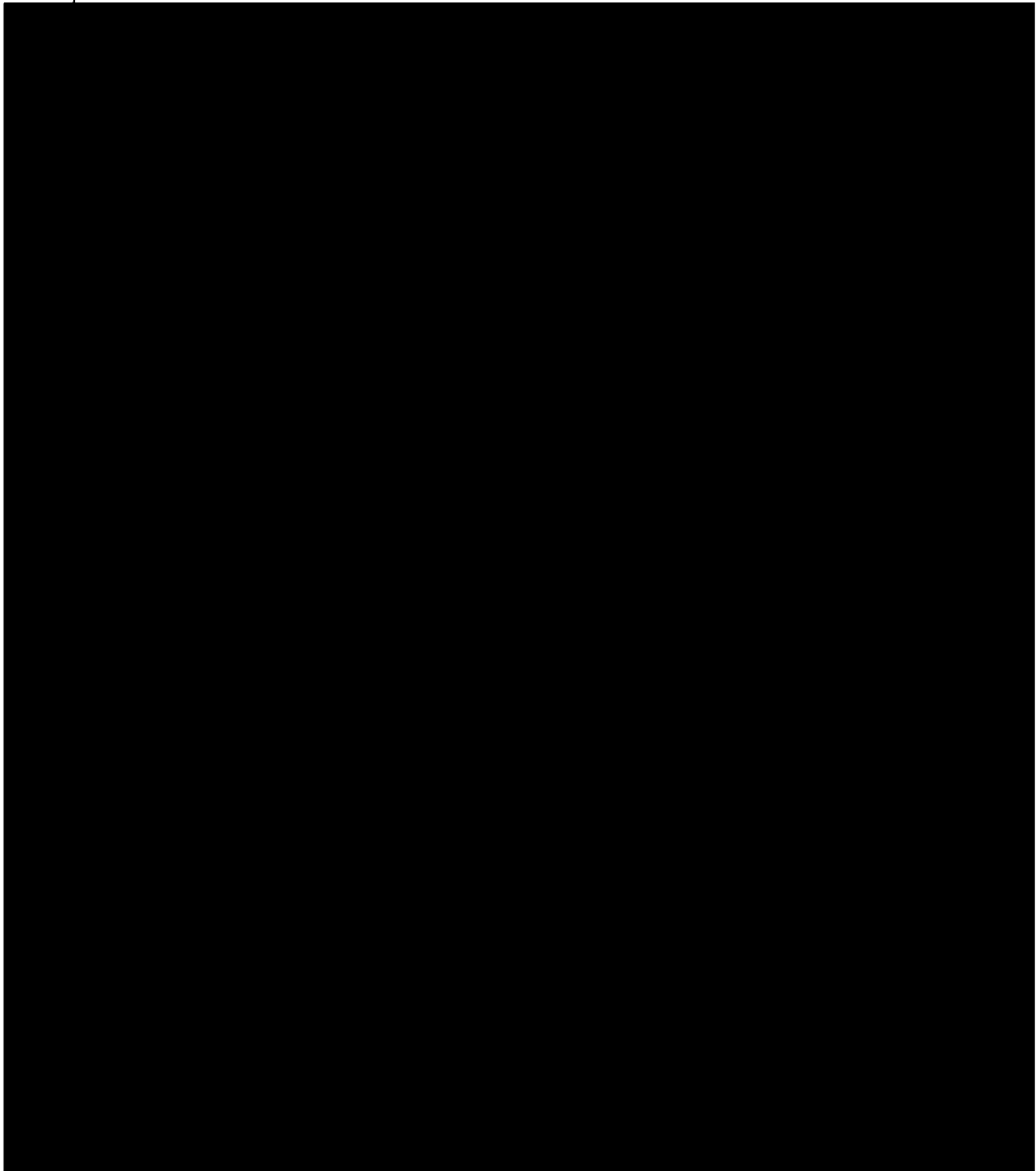


Steve M. Schuessler, P.E.

Project Engineer

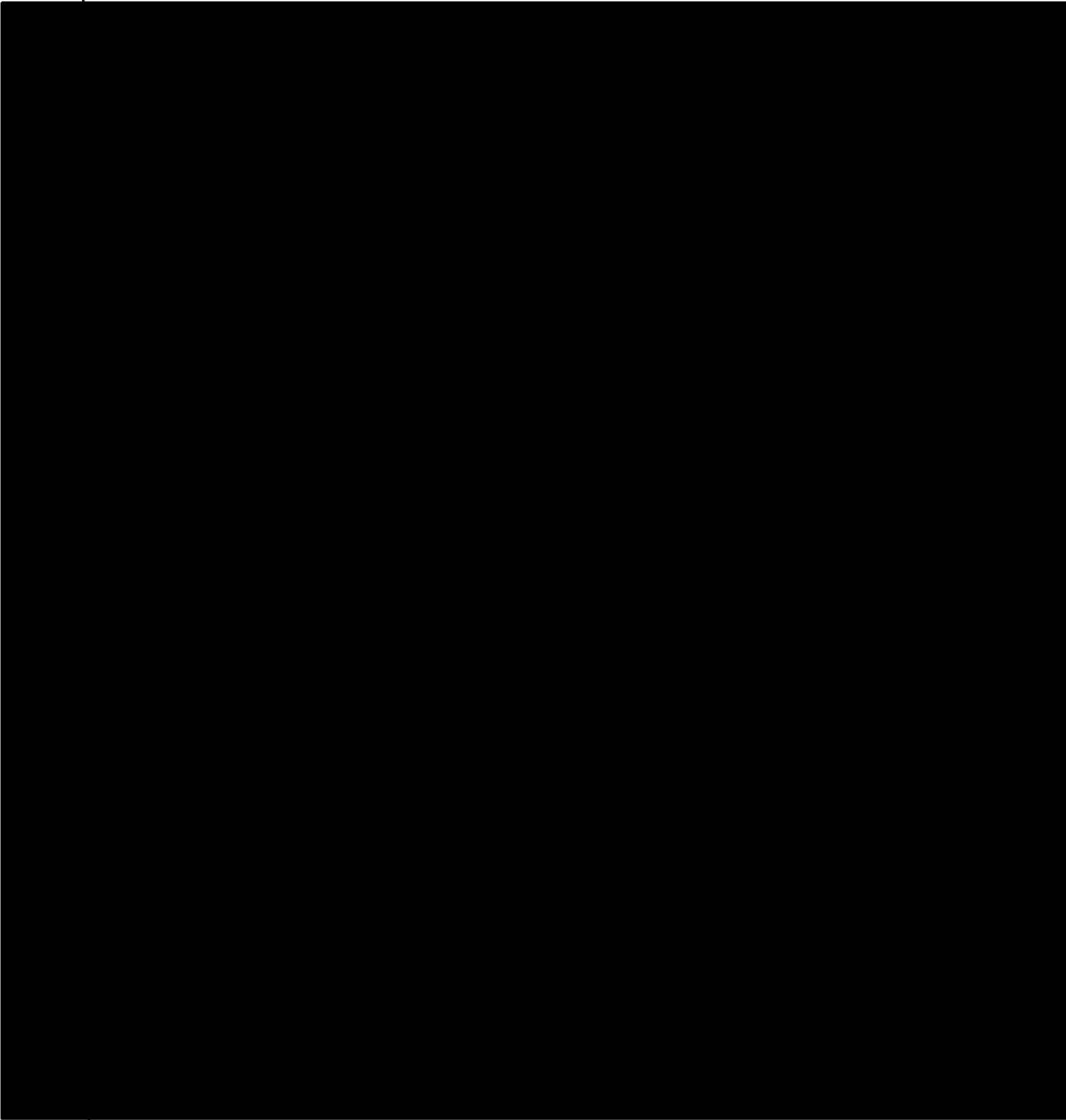


Steve M. Schuessler, P.E.
Project Engineer



Brian K. Scifers, P.E., PTOE

Senior Project Manager



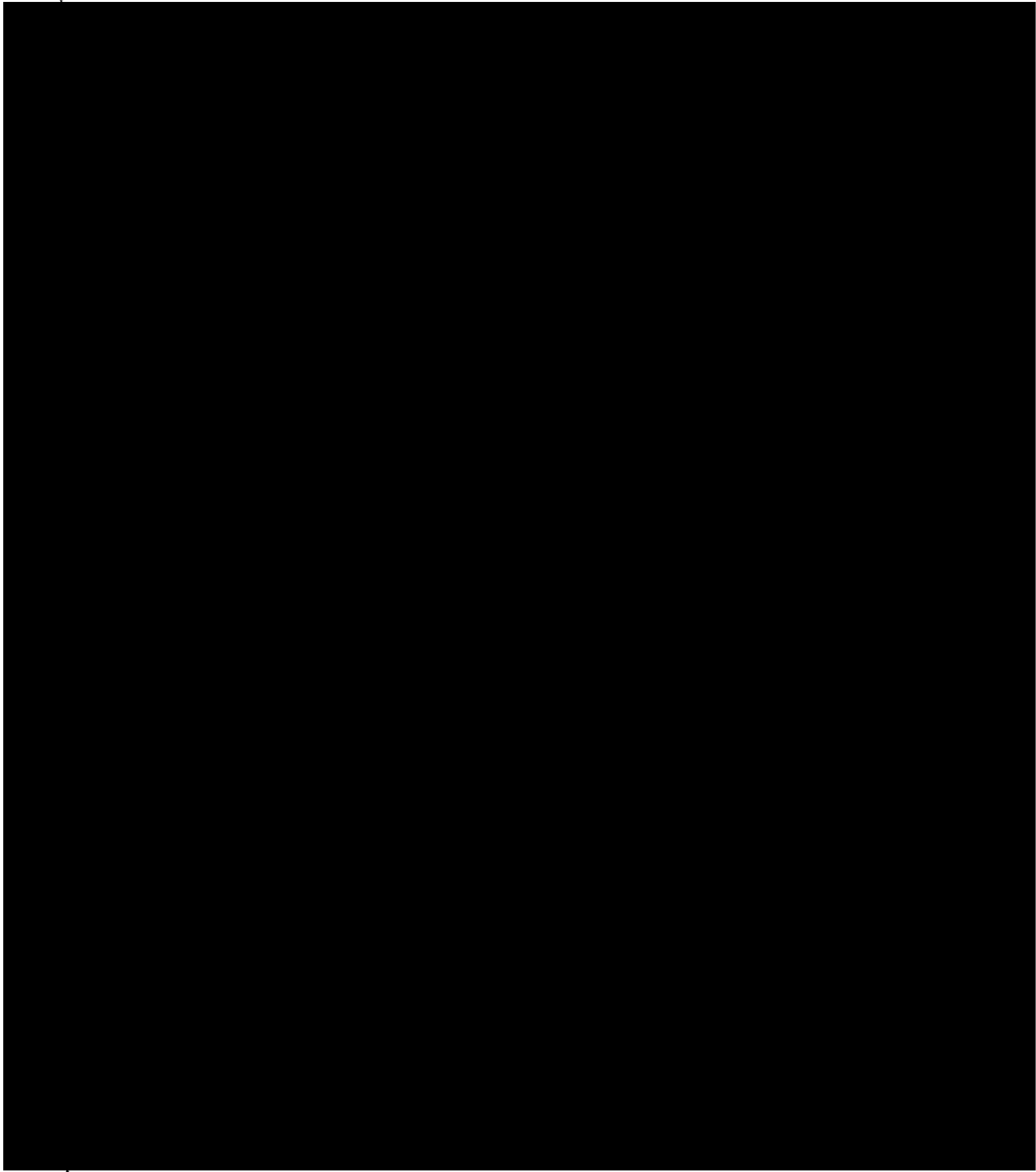


EXHIBIT F

CONTRACT RR - 13 - 4116

SE3, LLC

SCOPE OF SERVICES

1. The project includes the rehabilitation of I-88 (Ronald Reagan Memorial Tollway) from approximately York Plaza (MP 138.1) to the eastern terminus (MP 140.5)
2. SE3 will be responsible for preparing the Barrier Warrant Analysis (BWA) reports for permanent hazards within these limits.
3. Prepare one Concept Barrier Warrant Analysis (BWA) submittal on the entire corridor for review. Roll plot exhibits will be prepared to summarize the anticipated areas of concern (AOCs) along the project corridor.
4. Prepare traffic barrier warrants in accordance with the March 2013 Illinois Tollway Traffic Barrier Guidelines. Assumes 15 level 3 and 49 level 2 analyses which include 8 assumed additional ITS locations. Cross sections will be provided to SE3 from PTG.
5. Submittals to the Tollway will include:
 - a. Preliminary submittal – Will include 2 representative Level 2 analyses and 2 representative Level 3 analysis. One copy will be submitted to the Tollway and one copy submitted to PTG.
 - b. Pre-Final submittal - Will address Preliminary comments and include analysis of all AOCs. One copy will be submitted to the Tollway and one copy submitted to PTG.
 - c. Final submittal - Will address Pre-Final comments and include analysis of all AOCs. One copy will be submitted to the Tollway and one copy submitted to PTG.
6. It is anticipated that the scope will require attendance at 2 meetings with the Tollway and 3 meetings with PTG to coordinate the design plans with the BWA.
7. SE3 will prepare the ITS design for the corridor. This assumes that no power distribution centers (i.e. "power huts") will be required. We have assumed 2 proposed CCTV camera locations, 2 proposed RTMS units, 3 proposed Ramp Queuing Detection locations, 3 proposed DMS sites and 3 Entrance ramp detection locations.
8. Structural analysis for any ITS supports will be by others (none expected).
9. Singh to assist with electrical requirements for ITS as needed (estimate no more than 40 hrs. design and coordination from Singh for service)

EXHIBIT G

CONTRACT RR - 13 - 4116

SE3, LLC

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-10-9973	Illinois Tollway – GEC Contract	\$1,728,799	\$901,323	12/31/2014
P-91-003-11	Various Counties / Various Routes – Phase I	\$102,884	\$97,559	12/1/2013
D-91-409-11	US 45, Rollins Road to Washington Street and at IL 132 - Phase II	\$45,000	\$45,000	12/31/2013
D-91-633-11	US 30 from IL 59 (Division St.) to North of I-55 - Phase II	\$40,000	\$13,000	12/1/2013
I-11-4017	Illinois Tollway, I-90 Reconstruction & Widening, IL 53 to Higgins Road	\$671,125	\$649,495	5/31/2016
I-11-4018	Illinois Tollway, I-90 Reconstruction & Widening, Higgins Road to Randall Road	\$613,471	\$604,001	2/28/2016
I-11-4021	Illinois Tollway, I-90 Reconstruction & Widening, Randall Road to IL 47	\$658,255	\$153,977	3/31/2014
I-11-4023	Illinois Tollway, I-90 Reconstruction & Widening, Genoa to Mill Road	\$343,440	\$91,900	12/31/2013
D-91-434-12	Various-Variou Traffic Signal Design	\$400,000	\$400,000	12/2/2015
PTB 164-003	Bureau of Local Roads & Streets Project Management	\$170,010	\$70,000	2/31/2015
D-91-269-12	Torrence Avenue over Grand Calumet River, Bridge Replacement Phase II Project	\$50,000	\$50,000	6/15/2014
D-91-424-12	US 45 (Milburn Bypass), Phase II Project	\$180,000	\$180,000	12/31/2014
I-12-4049	Illinois Tollway, I-90 West Corridor, Corridor Construction Management Services	\$288,825	\$288,825	1/31/2015
RR-12-4047	Illinois Tollway, I-355 Roadway Resurfacing, I-55 to Army Trail Road	\$375,000	\$306,321	2/15/2014
MO-12-1237	Illinois Tollway – Systemwide Pavement Management	\$135,000	\$135,000	1/1/2014
I-13-4613	Illinois Tollway, Elgin-O'Hare CUR	\$500,000	\$500,000	8/30/2016
I-13-4106	Illinois Tollway, I-90 Bridges	\$250,000	\$250,000	2/28/2015
I-13-4108	Illinois Tollway, I-90 CUR	\$250,000	\$250,000	9/1/2016
I-12-4080	Illinois Tollway, IL 53 North Extension	\$80,000	\$80,000	12/31/2014
D-91-407-12	Bureau of Design Project Management	\$85,473	\$46,000	8/31/2013
P-91-495-12	Bureau of Programming Project Management	\$250,000	\$250,000	12/31/2015
RR-13-5661	Illinois Tollway, Roadway Resurfacing, I-88	\$147,000	\$147,000	11/30/2015
RR-13-5660	Illinois Tollway, Roadway Resurfacing, I-88	\$158,000	\$158,000	11/30/2014

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1	Direct Labor _____ Direct Costs _____ Services by Others _____ 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): 0.00%

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Wang Engineering, Inc.

Contract Number: RR-13-4116

Proposal Date: 10/30/2013

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-13-4116

Consultant: Wang Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2013												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Geotechnical Services (I-294 over York Road Contingency)													15	15
TOTALS													15	15

Contract Number: RR-13-4116 Consultant: Wang Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2014												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Geotechnical Services (I-294 over York Road Contingency)	50	50	50	50	50	50	50	50	50	10	5	5	470
TOTALS	50	50	50	50	50	50	50	50	50	10	5	5	470

Contract Number: RR-13-4116

Consultant: Wang Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Geotechnical Services (I-294 over York Road Contingency)	5	5	5	5	5	5	5	5	5	5	5	5	55
TOTALS	5	5	5	5	5	5	5	5	5	5	5	5	55

EXHIBIT "1"

Contract No.: RR-13-4116

Consultant: Wang Engineering, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

600.00	X	\$ 33.65	=	TOTAL DIRECT SALARY \$	<u>20,190.00</u>
(Total Work Hours from Exhibit C-2)		(Average Hourly Rate from Exhibit C-2)			

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

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 56,532.00

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$80,890.50

C. SERVICES BY OTHERS

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

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

TOTAL SERVICES BY OTHERS \$ -

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

\$ _____

(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES \$ -

(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 137,422.50

Contract No.: RR-13-4116 Consultant: Wang Engineering, Inc.

Date: 10/30/2013

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 36 No. OF MONTHS
SCHEDULED START DATE: 12/1/2013
RAISE DATE: 1/1/2014
PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
12/1/2013 - 12/31/2013	1/1/2014 - 12/31/2014	1/1/2015 - 12/31/2015	1/1/2016 - 11/30/2016			
1.0	12.0	12.0	11.0			
36.0	36.0	36.0	36.0			36.0
2.78% Escalation Factor First Period	34.33% Escalation Factor Second Period	35.36% Escalation Factor Third Period	33.39% Escalation Factor Fourth Period			Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
36.0	36.0	36.0	36.0	36.0	36.0	36.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period		

The escalation factor for this project is: 105.86%

Contract No.: RR-13-4116

Consultant: Wang Engineering, Inc.

Date: 10/30/2013

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)	Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)
Principal-in-Charge	Corina Farez	Laboratory Technician	Corina Iordache
	Paul Wang		Asifuddin Mohammed
			Kristen Ott
QC/QA Reviewer	Jerry Wang		Monica Ratiu
Senior Engineer/Project Manager	Liviu Iordache	Administrative Assistant	Dan Toner
	Mohammed Kothawala		
	Metin Seyhun		
	Mickey Snider		
	Gregory Syfert		
Project Engineer/Project Geologist	Eric Datz		
	Nathan Davis		
	Ravi Gorlagunta		
	Andri Kumia		
	Cornelia Marin		
Assistant Engineer/Assistant Geologist	Nicholas Boddy		
	Francisc Bozga		
	Chad Davis		
	Mayra de los Reyes		
	Azza Hamad		
	Audrey Happel		
	David Kolpacki		
	Anthony Tomaras		
Brandon Wilson			

Contract No.: RR-13-4116 Consultant: Wang Engineering, 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**
http://www.illinoistollway.com/documents/10157/36206/LG_TO_LLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

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

DIRECT COST CATEGORY

Parking
Printing

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 80,890.50

ALLOWABLE DIRECT COSTS

10.01.2013

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Lodging	State Rate (Maximum)
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Vehicles	
Mileage	State Rate* (Maximum)
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Overnight Delivery/Postage Courier Service	Actual Cost
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Specific Insurance – required for project	Actual Cost
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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
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Utility exploratory trenching	Actual Cost

EXHIBIT "1"

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ALLOWABLE DIRECT COSTS

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2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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NOTES:

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Contract No.: RR-13-4116

Consultant: Wang Engineering, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Corina Farez

Project Manager: Liviu Iordache

Project Engineer: Mickey Snider

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Jerry Wang

Classification: QC/QA Reviewer

Name: _____

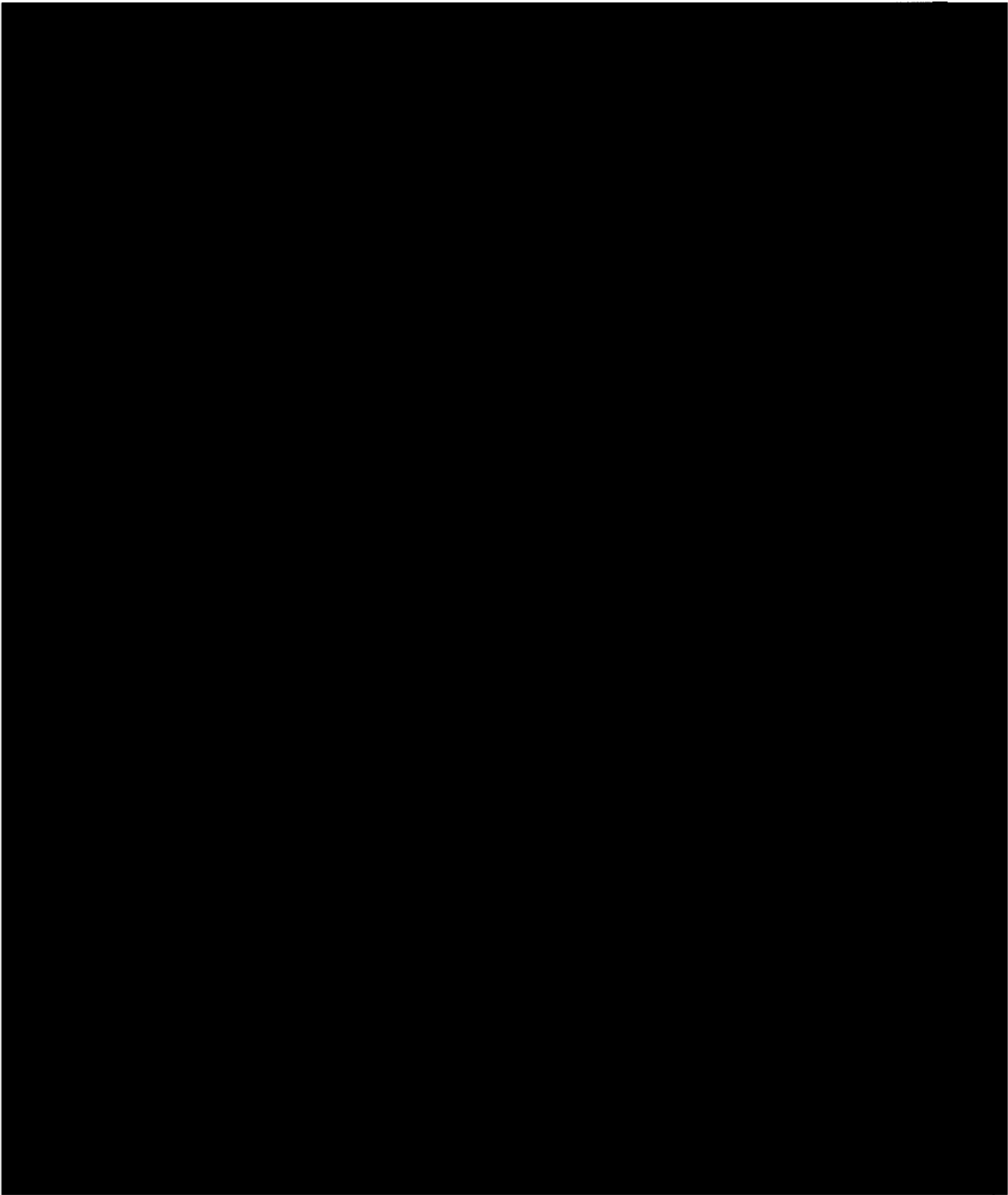
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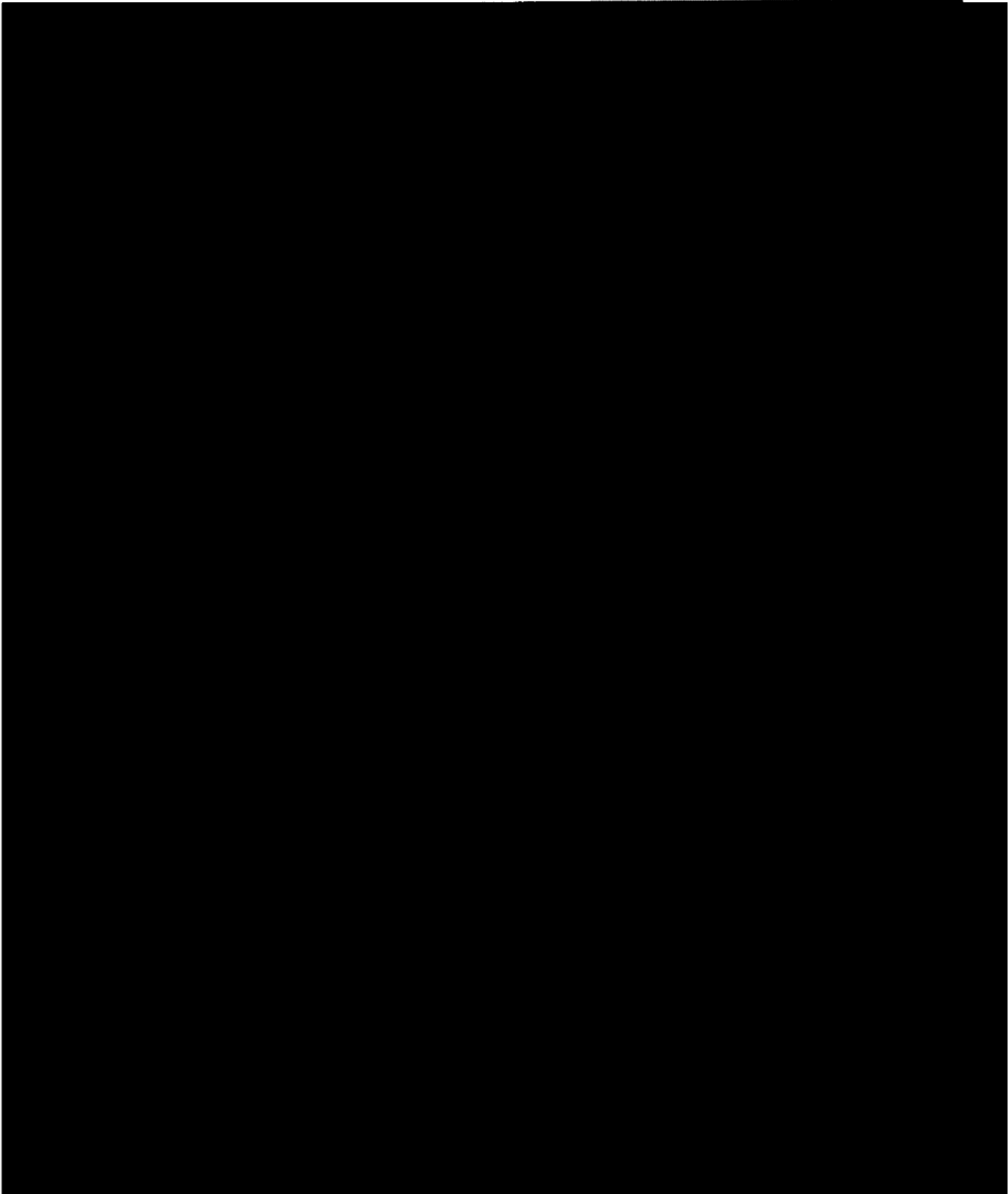
Name: _____

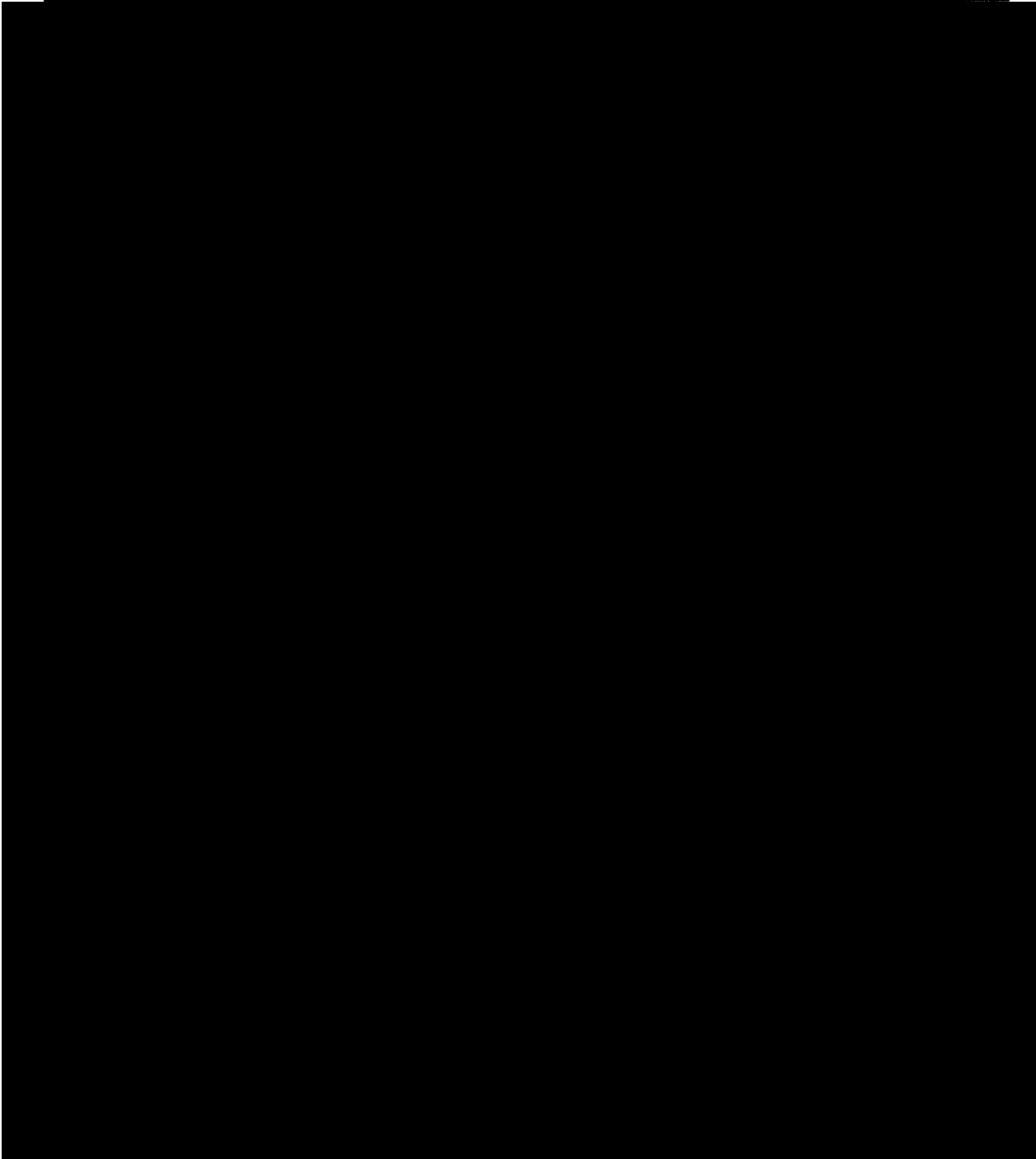
Classification: _____

Name: _____

Classification: _____







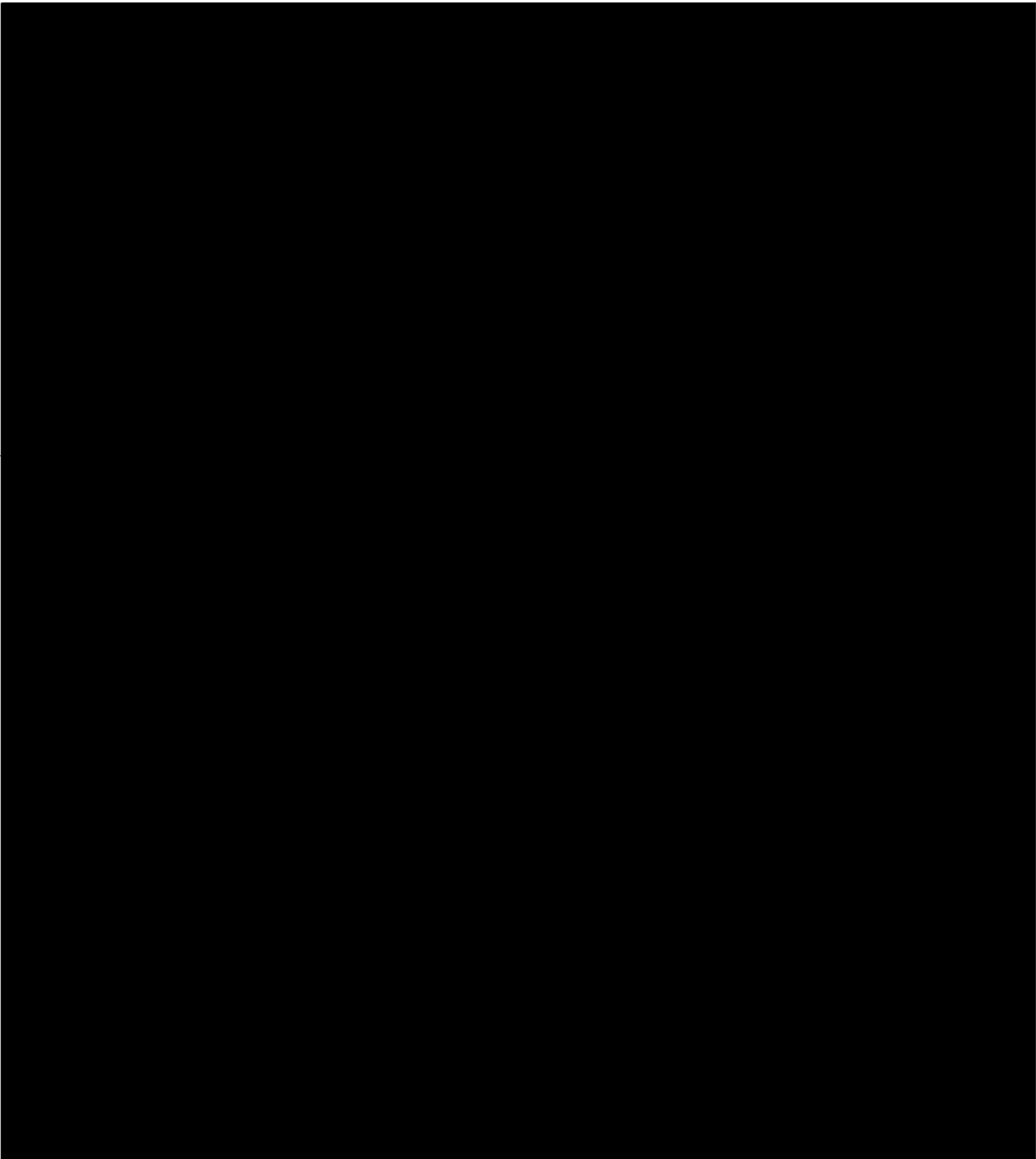


EXHIBIT "1"

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EXHIBIT F

CONTRACT RR-13-4116

Wang Engineering Inc.

SCOPE OF SERVICES

October 30, 2013

Mr. Richard Hill, P.E.
Parsons Transportation Group, Inc.
10 South Riverside
Suite 400
Chicago, IL 60606

Reference: Proposal for Geotechnical Engineering Services
Illinois Tollway Authority Contract RR-13-4116
Roadway Reconstruction - Regan Memorial Tollway
York Road Plaza (M.P. 138.9) to I-290 (M.P. 140.5)
DuPage and Cook Counties, Illinois
Wang P130909

Dear Mr. Hill:

Wang Engineering, Inc. (Wang) is pleased to submit this proposal for geotechnical services to support the preparation of plans and specifications for the proposed 1.5 miles of pavement reconstruction along the section of the Regan Memorial Tollway (Interstate 88) spanning from York Road Plaza (M.P. 138.9) to I-290 (M.P. 140.5), in DuPage and Cook Counties, Illinois.

The following describes the design and construction work that will require our geotechnical support, as well as our proposed scope of work and cost estimate.

SCOPE OF WORK

The purpose of our services will be to determine soil and groundwater conditions, perform geotechnical engineering analyses, and provide recommendations for the design and construction of the proposed mainline and ramps pavement reconstruction and mainline and crossroad bridge deck repairs or replacements, and various associated structures.

Following discussions with Parsons Transportation Group, Inc. (Parsons) and Tollway, Wang developed the following investigation program:

Table 1: Proposed Exploration Program Summary – Roadway

Improvement	Estimated Length (feet)	Boring Criteria/ Spacing (feet)	Average Boring Depth (feet)	No. of Borings	Estimated Footage (feet)
I-88 Mainline	7,290	800 ^D	10	30	300
Ramp E (EB 88 to NB 294)	2,500	300	10	9	90
Ramp F (SB 294 to WB 88)	960	300	10	4	40
Bioswales	4 sites	1 boring/site	15	4	60
Totals				41	490

Table 2: Proposed Exploration Program Summary – Sign Structures

Improvement	No. of Structures	Boring Criteria	Average Boring Depth (feet)	No. of Borings	Estimated Footage (feet)
Static Message Sign Structure (Truss)	6	1 each leg	30	12	360
Dynamic Message Sign Structure (Truss)	3	1 each leg	30	6	180
Totals				18	540

We estimate a total of 16 days for drilling and sampling. We included 5 additional days for other various field activities including boring layout, utility clearance and utility meetings, groundwater measurements in open boreholes, surveying of as-drilled boring locations. The investigation for bioswales will require four days to complete.

To accomplish the project objectives, Wang will complete the following tasks:

Preliminary Engineering Office and Field Activities: Wang will prepare subsurface investigation plans, including tables showing the proposed boring designations following the IL Tollway Geotechnical Manual dated March 2012, boring coordinates, and sampling requirements. Wang will coordinate the field work with Parsons and survey member of the team. Wang will send lane closure permit requests to the Illinois Tollway and other agencies as necessary. Wang will prepare a site specific health and safety plan and implement the safety plan in the field. Furthermore, Wang will prepare a project specific QC/QA plan and submit it to Parsons for review and approval.

After approval of the subsurface investigation boring plans, Wang field engineers will layout the borings using a mapping-grade GPS Trimble of sub-foot horizontal accuracy. Utility locate meetings will be held in advance of the drilling schedule. Wang will provide the field marked boring location maps to the utility locators present at the utility meet and e-mail/fax the maps to all the other utility locators not present at the meeting.

Geotechnical Drilling and Sampling: Wang will provide equipment, labor, and associated materials to drill and sample soil borings. In most of the borings the soil will be sampled at 2.5-foot intervals.

The borings will be advanced with hollow stem augers or by mud rotary and casing as conditions dictate. Soil samples will be collected with split-barrel samplers according to AASHTO T 206, "Penetration Test and Split-Barrel Sampling of Soils." We assume that 100% of drilling will be done using truck-mounted rigs (TMR), and all the field work will be done during night hours. Traffic control was included for all drilling work. The structure borings will be grouted whereas the roadway borings will be backfilled with soil cuttings.

Drilling Supervision: Drilling and sampling will be done under the supervision of field personnel consisting of experienced engineers, geologists, and soil inspectors. The field personnel will monitor drilling activities, maintain field notes, log samples, measure groundwater table elevations during drilling and after drilling completion, and prepare the soil samples for transport to our AMRL-certified geotechnical laboratory in Lombard, Illinois. The field personnel will perform penetrometer and Rimac unconfined compressive strength tests on cohesive soil samples, and record the SPT values on 6 inches of penetration.

Laboratory Testing: Soil testing will include moisture contents on all soil samples. The soil testing program will also include organic content, Atterberg limits, and particle size analysis tests.

Data Interpretation, Engineering Analyses, and Report Preparation: The geotechnical reports will include site location maps, descriptions of the subsurface investigation methods, boring location plans, boring logs, laboratory test results, and an assessment of the site soil and groundwater conditions. Recommendations for foundation design, subgrade treatment and construction, slope and global stability analyses, as well as criteria and procedures for temporary excavation, dewatering, backfilling, and compaction will be provided. Wang will prepare the boring location plans and soils profiles on Microstation drawings provided by designers.

The final report will be submitted after addressing the IL Tollway Authority comments.

ESTIMATED COST AND ASSUMPTIONS

Our cost estimate has been prepared assuming the following conditions.

Wang Engineering, Inc. RR-13-4116

- Wang will perform the geotechnical work in accordance with the Illinois Tollway Geotechnical Engineer Manual For Structure Design Manual (March 2012); IDOT 1999 Geotechnical Manual, 2012 Bridge Manual, 2012 Standard Specifications for Road and Bridge Construction, 2005 Subgrade Stability Manual; IDOT Geotechnical Special Provisions, Geotechnical Design Guides, and All Geotechnical Manual User Memos (AGMU Memos) existing as of September 2013;
- Our drill rig operators will be paid prevailing wages;
- Fees related to accessing difficult drilling locations, such as tree clearing, earth moving, and crane rental are not included in our proposal;
- If necessary, Wang will be allowed to work two drilling/coring crews under same lane closure or to use crush trucks for traffic control;
- Field work will be done during night time hours.

Our cost estimate has been determined based on our understanding of the project at the time of the proposal preparation and assumed field conditions. If any of the listed assumptions is not fulfilled, additional costs may be required. Wang will inform Parsons of any additional budget requirements and will proceed with the additional cost only upon approval. Wang will provide the services described in the scope of work on time and expenses basis.

INSURANCE

Attached is a sample of our Certificate of Insurance with limits that comply with IL Tollway Authority requirements. In our cost estimate we have not included allowances for additional premium insurance as require by railroad right of entry permits. Additional insurance beyond this coverage is not included in our cost estimate and will be considered as a reimbursement item.

Wang Engineering, Inc. appreciates the opportunity to present this proposal. We look forward to working with Parsons Team and the Illinois Tollway Authority on this project. If you have questions or require additional information, please contact us at (630) 953-9928.

Sincerely,

WANG ENGINEERING, INC.

Corina T. Farez, P.E., P.G.
Vice President

EXHIBIT G**CONTRACT RR-13-4116****Wang Engineering Inc.**

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned As of Sept 1, 2013	Estimated Date of Completion
I-11-4021 (PSB 11-4 Item 7, I-90) Wang 790-60-01	Geotechnical Engineering Services	\$436,359	\$14,303	December 2013
I-11-4014 (PSB 11-3, Item 1, EOWB) Wang 450-03-01	Geotechnical Engineering Services	1,518,966	704,371	December 2013
D-96-016-08 (PTB146/29) IL 104 over IL River @ Merdosia Wang 341-05-01	Geotechnical Engineering Services	\$403,00	\$3,850	January 2014
P-91-443-06 (PTB141/02) Elgin O'Hare Expressway Wang 450-02-01	Geotechnical Engineering Services	\$1,571,00	\$260,703	December 2013
P-91-186-09 (PTB152/2) Weber Road Interchange Wang 373-18-01	Geotechnical Engineering Services	\$145,000	\$143,950	December 2014
P-92-001-11(PTB158/18) US 52 Wang 342-06-01	Geotechnical Engineering Services	\$1,608,000	\$852,566	December 2014
D-91-003-12 (PTB161/3) Central Ave	Geotechnical Engineering Services	\$37,000	\$37,000	December 2013
P-30-006-12(PTB160/29) Create P6 Wang 190-31-01	Geotechnical Engineering Services	\$200,000	\$152,000	December 2013
D-91-408-11(PTB159/1) US 45 Wang 630-08-01	Geotechnical Engineering Services	\$654,486	\$270,852	October 2014
IDOT District One Various-Variou D-91-634-11, PTB 161-018 Wang 555-15-00	Geotechnical Engineering Services	300,000	185,000	December 2014

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 0.00%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 0.00%

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

** Additional services funds require prior authorization before use

TOTAL 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: RR-13-4116

Proposal Date: 10/30/2013

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

Contract Number: RR-13-4116

Consultant: Singh & Associates, Inc.

Singh & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2013												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Lighting																	
Pavement Marking & Signing																	20
Design Computations																	84
Estimates, Quantities & Specifications																	
Meetings & Coordination																	8
QA/QC																	
Project Management																	4
TOTALS																	116

EXHIBIT "1"
PAGE 204 OF 254

Contract Number: RR-13-4116 Consultant: Singh & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2014												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Lighting			78	78	78	78	78	78	58	58	58	58	700
Pavement Marking & Signing	20	20	70	70	70	70	70	70	32	32	32	32	588
Design Computations	84												168
Estimates, Quantities & Specifications						16	16	16				16	64
Meetings & Coordination	8	12	8	8	8	8	8	12	8	8	8	8	104
QA/QC		16						24					40
Project Management	4	4	2	2	2	2	2	2	2	2	2	2	28
TOTALS	116	136	158	158	158	174	174	202	100	100	100	116	1692

Contract Number: RR-13-4116 Consultant: Singh & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Lighting	58	58	22	22	20	20								200
Pavement Marking & Signing	32	32	16	16	16	15								127
Design Computations														
Estimates, Quantities & Specifications	16	16			12	12								56
Meetings & Coordination	8	12	8	8	8	12								56
QA/QC		16				10								26
Project Management	2	2	2	2	2	2								12
TOTALS	116	136	48	48	58	71								477

EXHIBIT "1"
PAGE 206 OF 254

Contract No.: RR-13-4116

Date: 11/22/2013

Consultant: Singh & Associates, Inc.

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 19
 SCHEDULED START DATE: 12/1/2013
 RAISE DATE: 1/1/2014
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date	Date
12/1/2013 - 12/31/2013	1/1/2014 - 12/31/2014	1/1/2015 - 6/30/2015	-	-	-	-	-
1.0	12.0	6.0	19.0	19.0	19.0	19.0	19.0
5.26% Factor First Period	66.05% Escalation Factor Second Period	33.50% Escalation Factor Third Period					

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date	Date
-	-	-	-	-	-	-	-
19.0	19.0	19.0	19.0	19.0	19.0	19.0	19.0

The escalation factor for this project is: 103.82%

EXHIBIT "I"
 PAGE 208 OF 254

Contract No.: RR-13-4116

Consultant: Singh & Associates, Inc.

Date: 11/22/2013

Escalation Factor: 103.82%
(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES								DIRECT COST - OVERTIME PREMIUM		
Classification Eligible for Premium Overtime?	Classification	Current MINIMUM Hourly Rate for Classification	Current MAXIMUM Hourly Rate for Classification (See Note A to Right)	Average Hourly Rate for Classification (See Note B to Right)	Escalated Average Hourly Rate for Classification (See Note C to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note D to Right)	Total Estimated O/T Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:
								2,285.00	\$39.21	\$89,594.85
No	Engineer V	\$70.00	\$70.00	\$70.00	\$70.00	66.00				
No	Engineer IV	\$53.00	\$60.00	\$56.50	\$58.66	68.00				
No	Engineer III	\$42.00	\$50.00	\$46.00	\$47.76	592.00				
No	Engineer II	\$34.30	\$40.30	\$37.30	\$38.72	720.00				
No	Engineer I	\$24.00	\$33.00	\$28.50	\$29.59	839.00				

Contract No.: RR-13-4116 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>

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

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

DIRECT COST CATEGORY

ComEd Service Connection:

2-locations

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 28,400.84

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: RR-13-4116

Consultant: Singh & Associates, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: S. Singh Rikhiraj, PE

Project Manager: Isaac Yun, PE

Project Engineer: Kiran Prajapati, PE

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: Vytas Pelegrimas, PE

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Melvin Garvida

Classification: Engineer I (Civil/Lighting Engineer)

Name: Rashesh Patel, PE

Classification: Engineer II (Electrical Engineer)

Name: Orly Bisquera

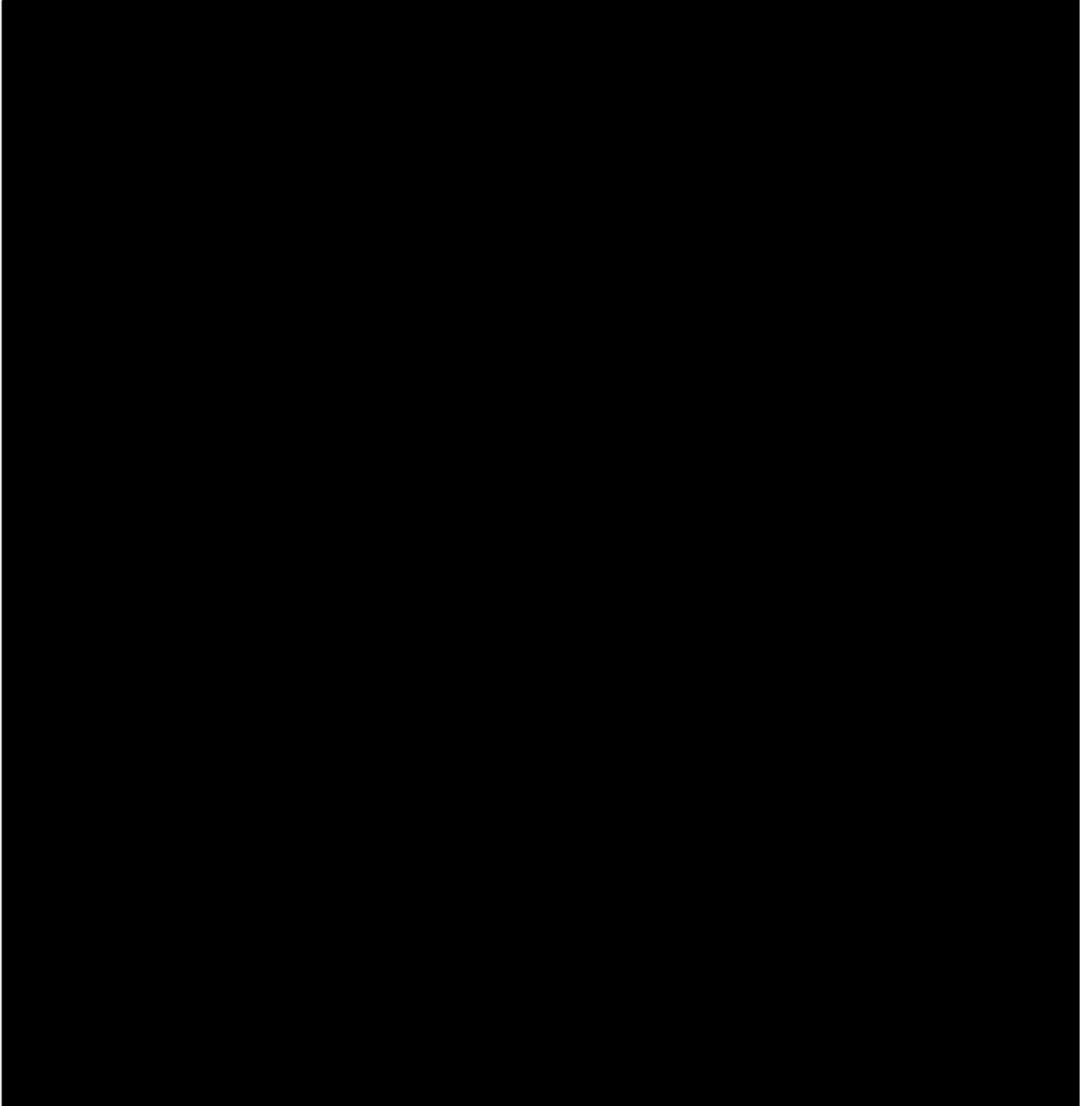
Classification: Engineer I (Civil Engineer)

Name: Ashlie Stapleton

Classification: Engineer I (Civil Engineer)

SINGH

■ S. SINGH RIKHIRAJ, PE
■ PRINCIPAL



SINGH

S. SINGH RIKHIRAJ, PE

page 2

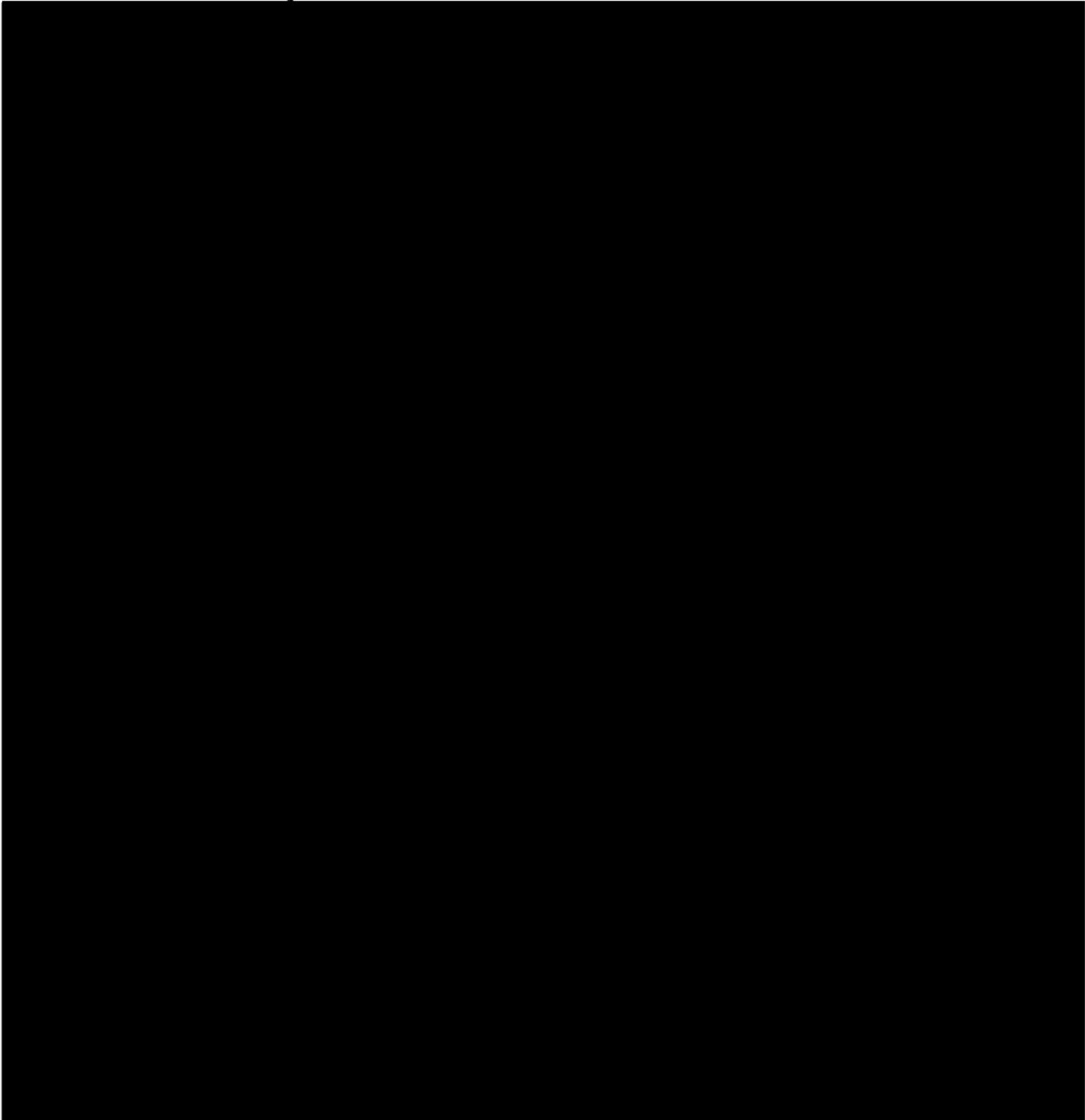


EXHIBIT "1"

PAGE 216 OF 254

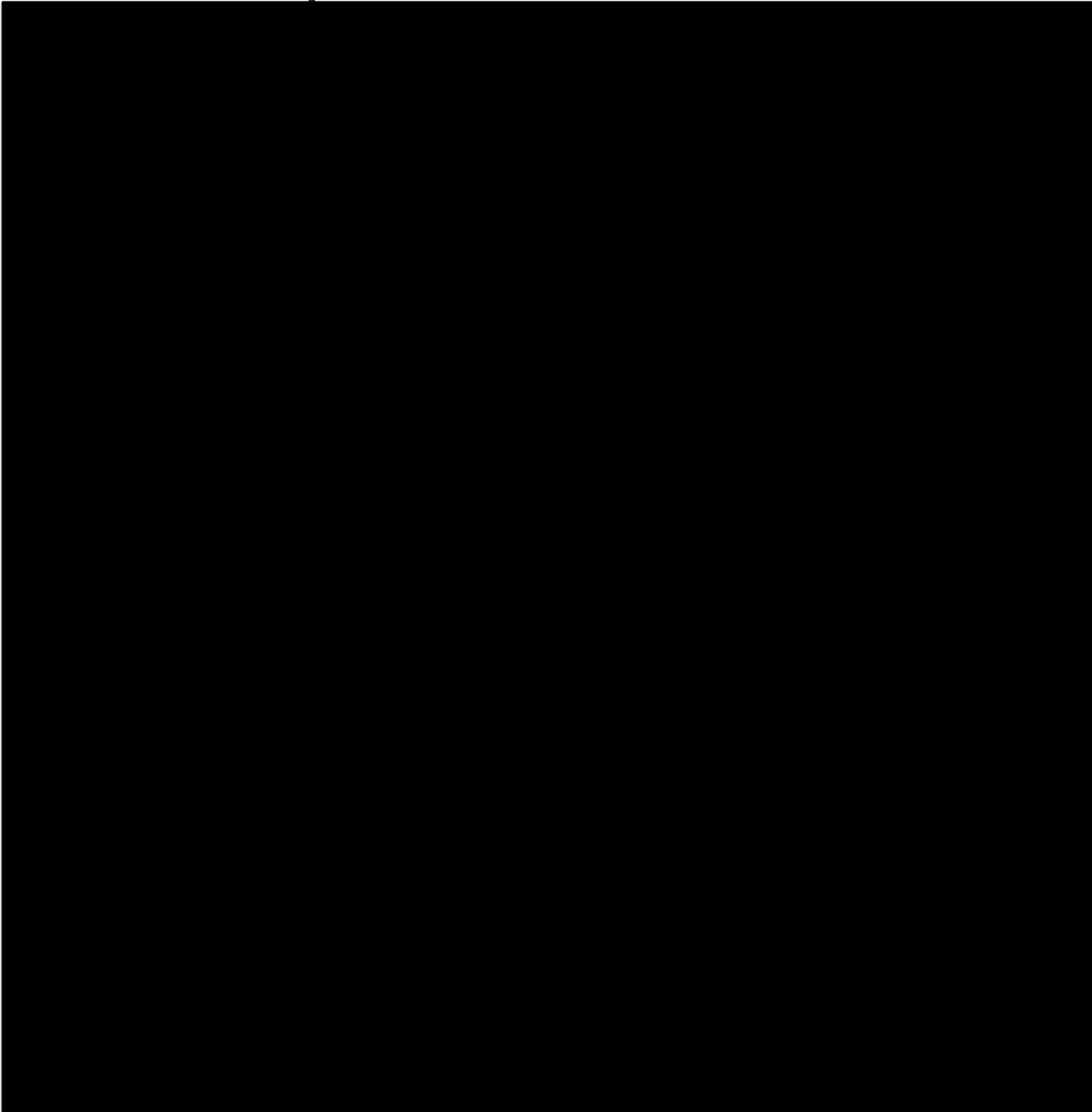
SINGH

| ISAAC YUN, PE
| CIVIL ENGINEER



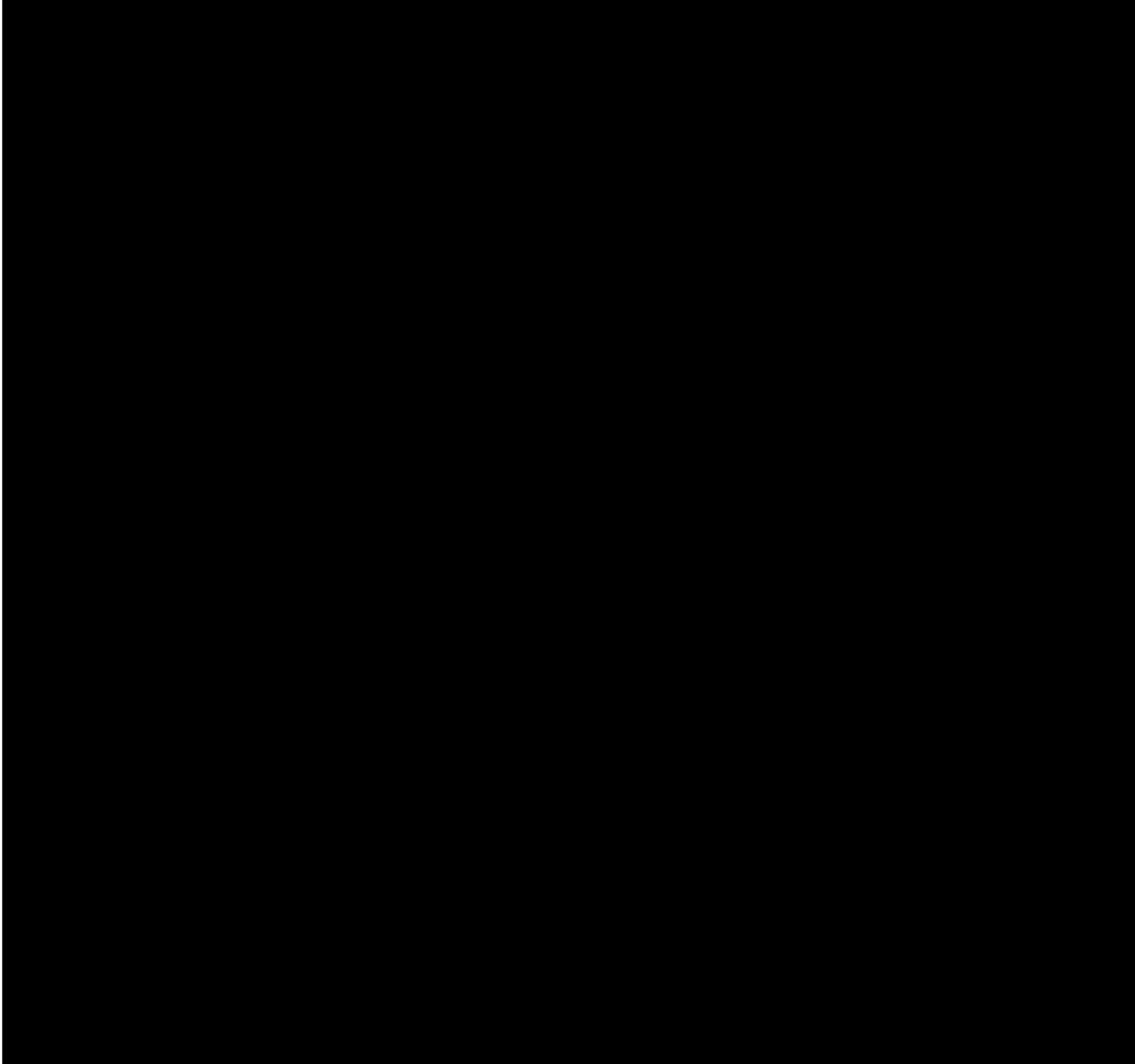
SINGH

| KIRAN PRAJAPATI, PE
| ELECTRICAL ENGINEER



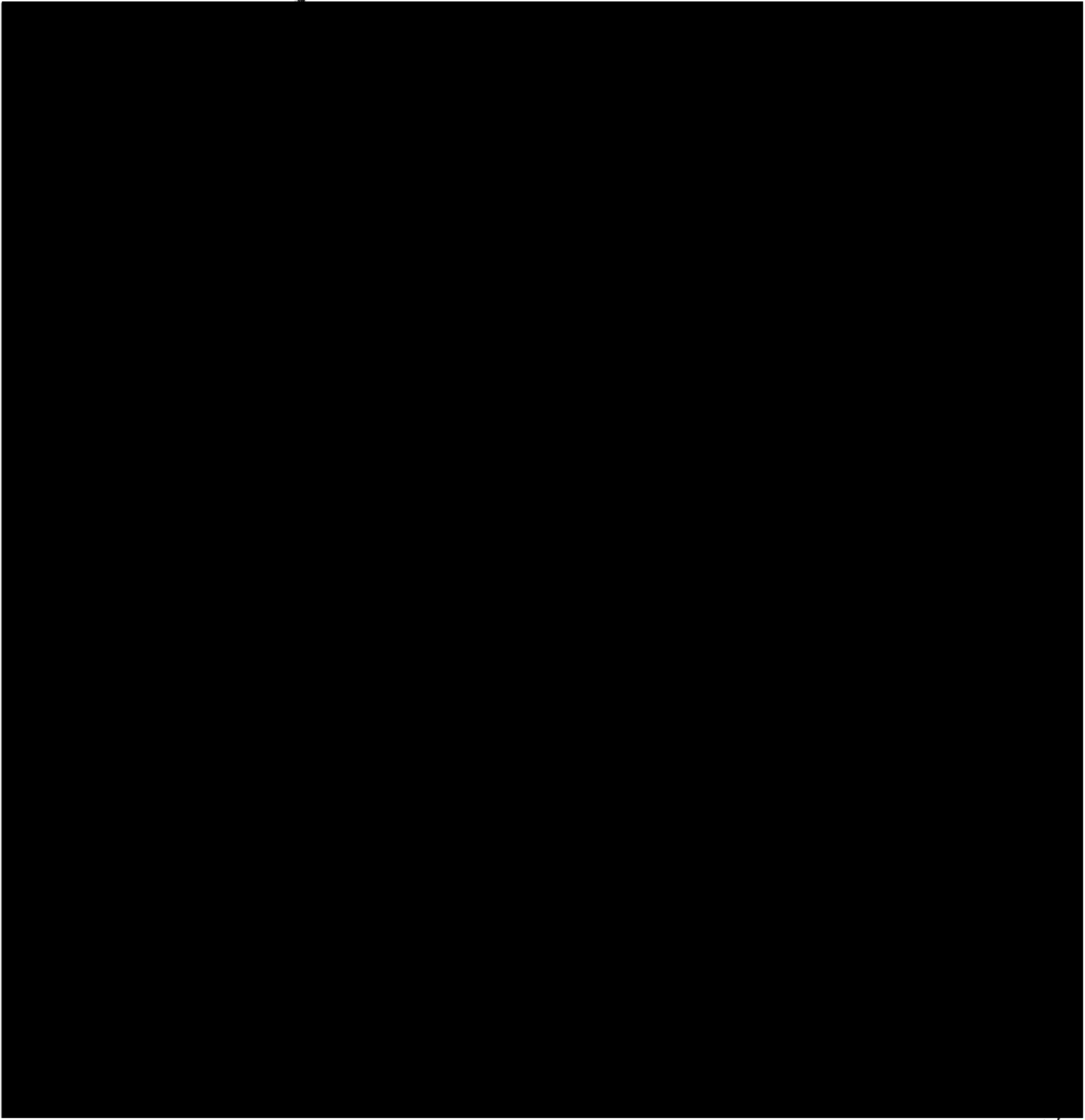
SINGH

KIRAN PRAJAPATI, PE
page 2



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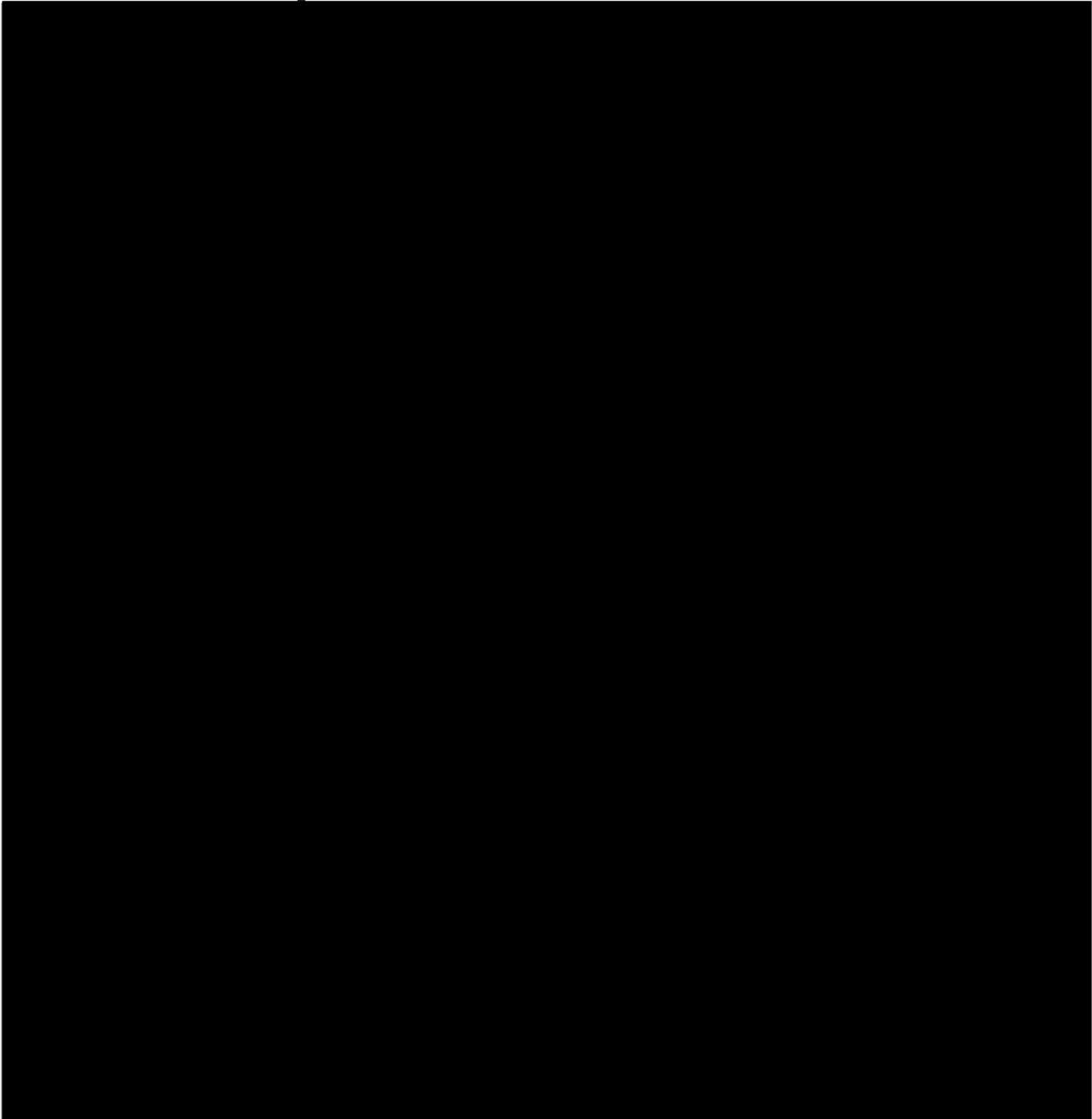
■ VYTAS PELEGRIMAS, PE
■ CIVIL ENGINEER



SINGH

■ MELVIN GARVIDA

■ TRAFFIC SIGNALS + LIGHTING ENGINEER



SINGH

MELVIN GARVIDA

page 2

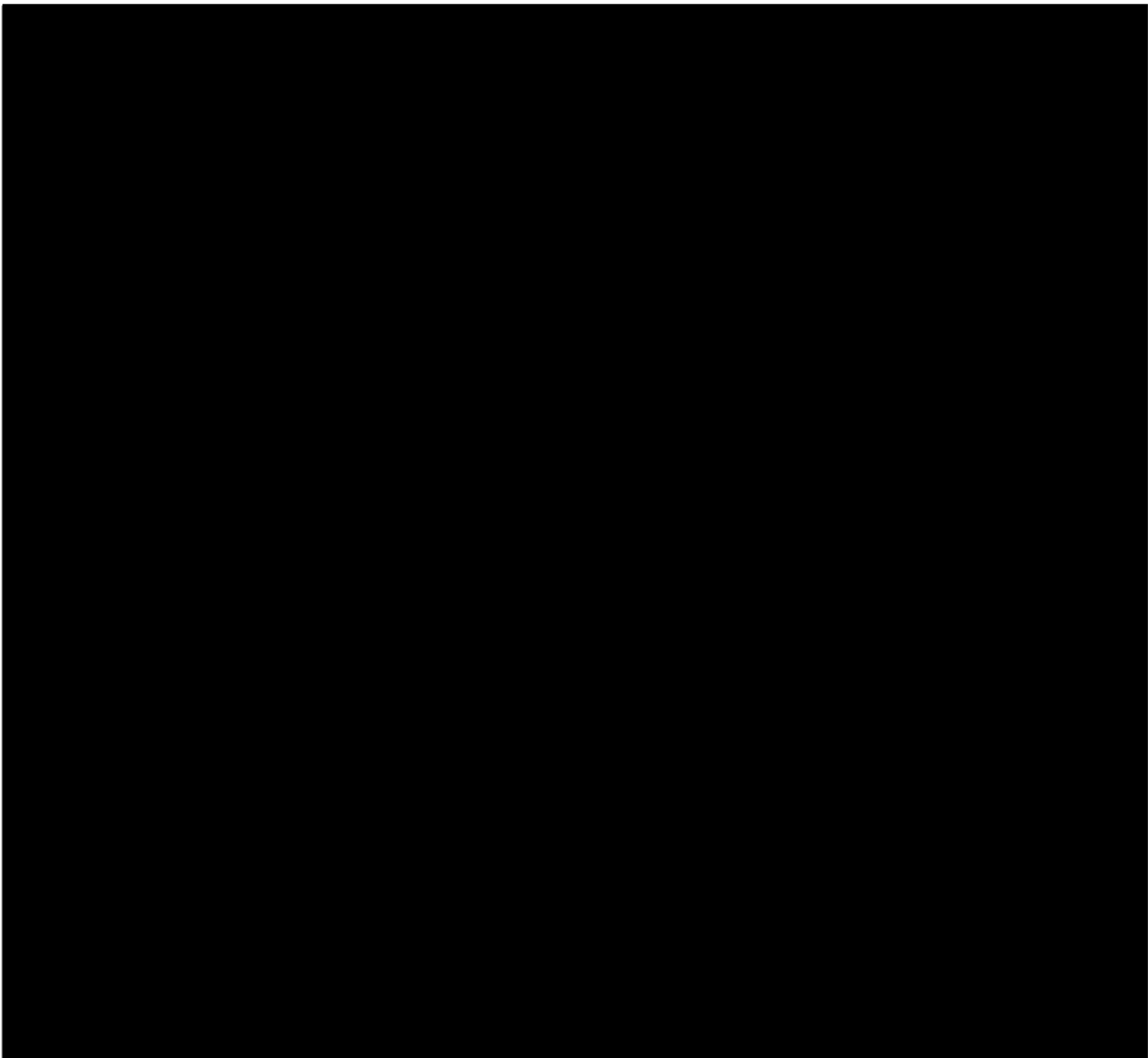
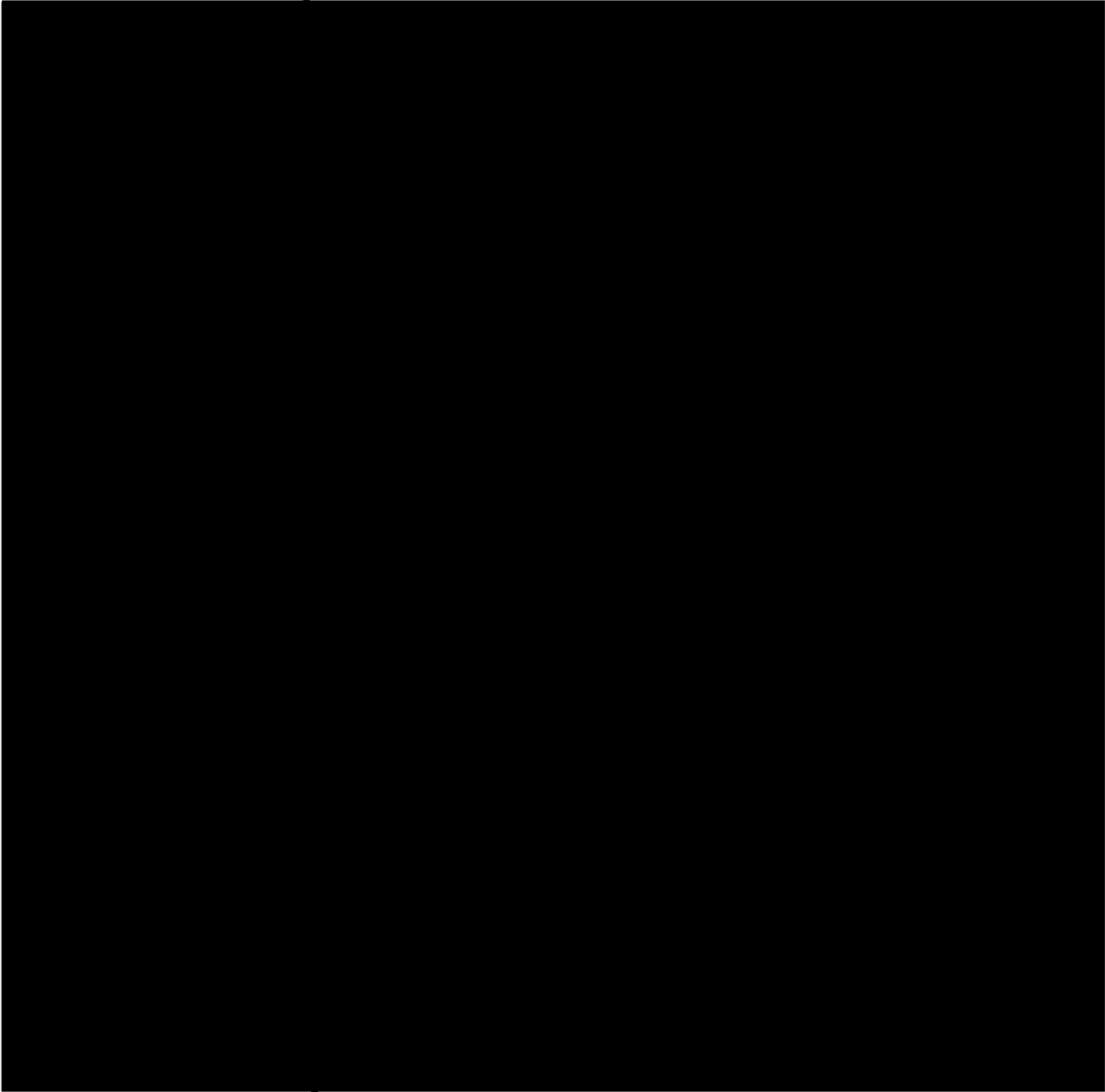


EXHIBIT "1"
PAGE 222 OF 254

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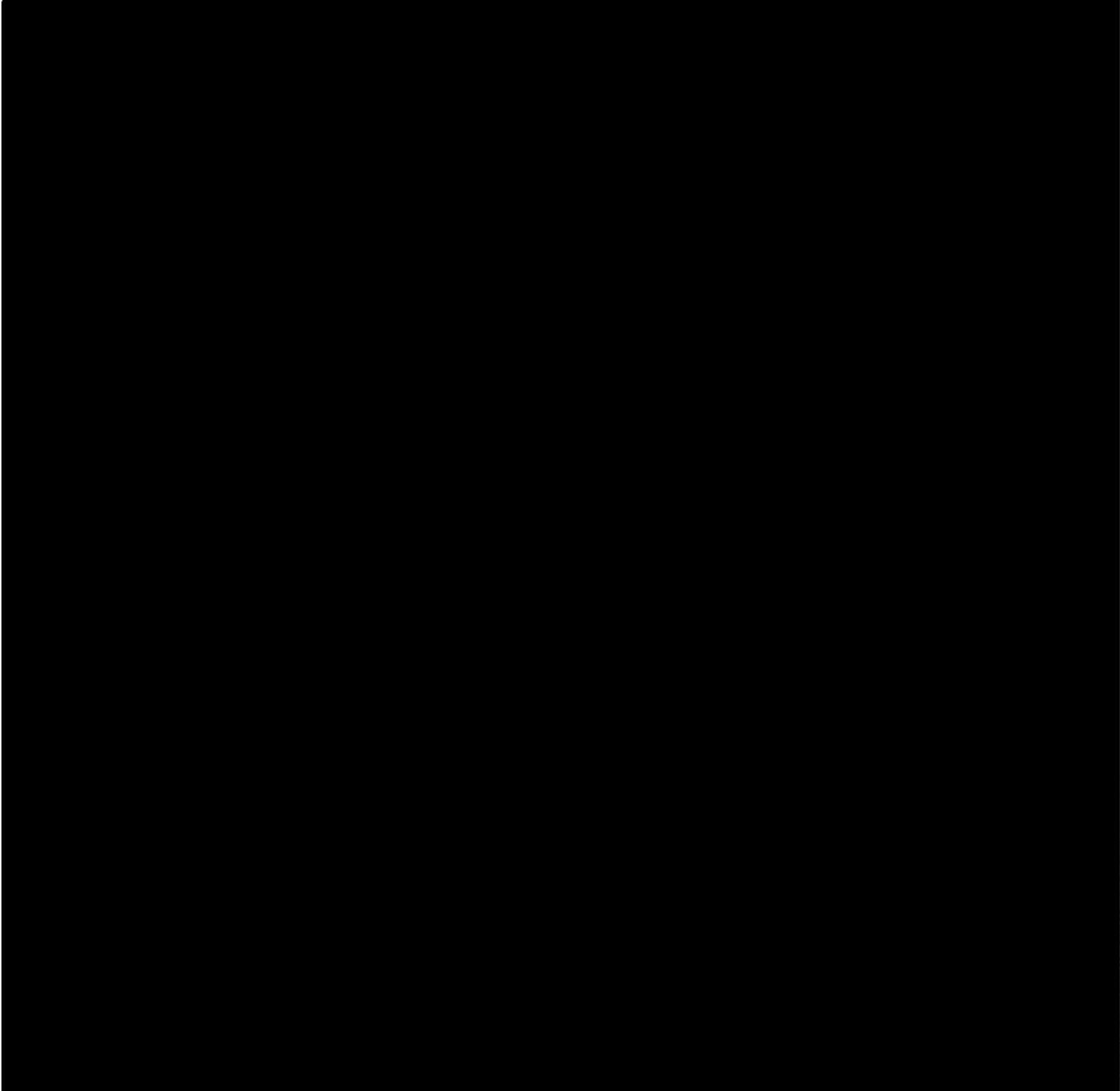
RASHESH PATEL, PE
LEAD ELECTRICAL ENGINEER



SINGH

RASHESH PATEL, PE

page 2



SINGH

ORLY BISQUERA, EIT
CIVIL ENGINEER

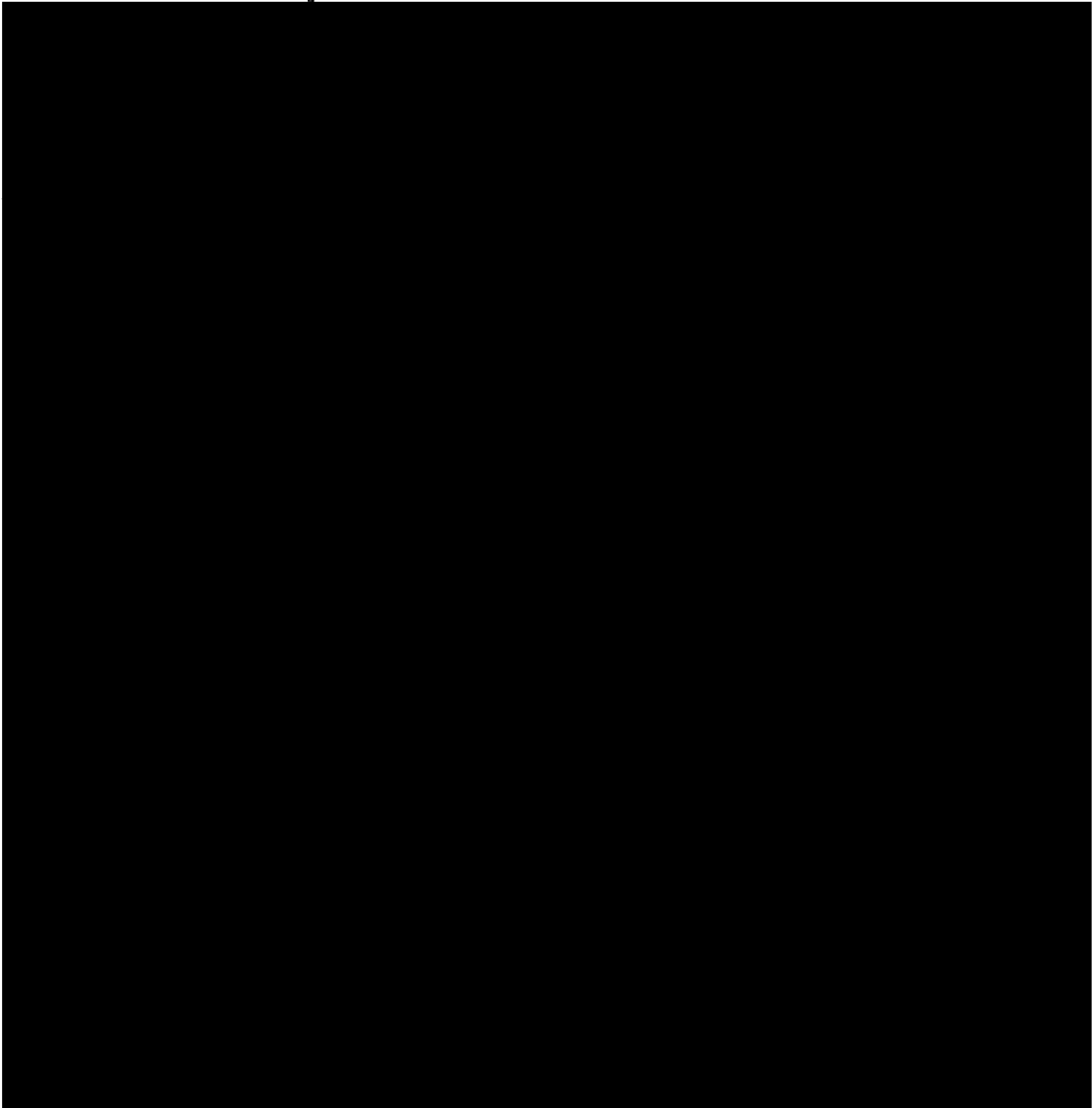
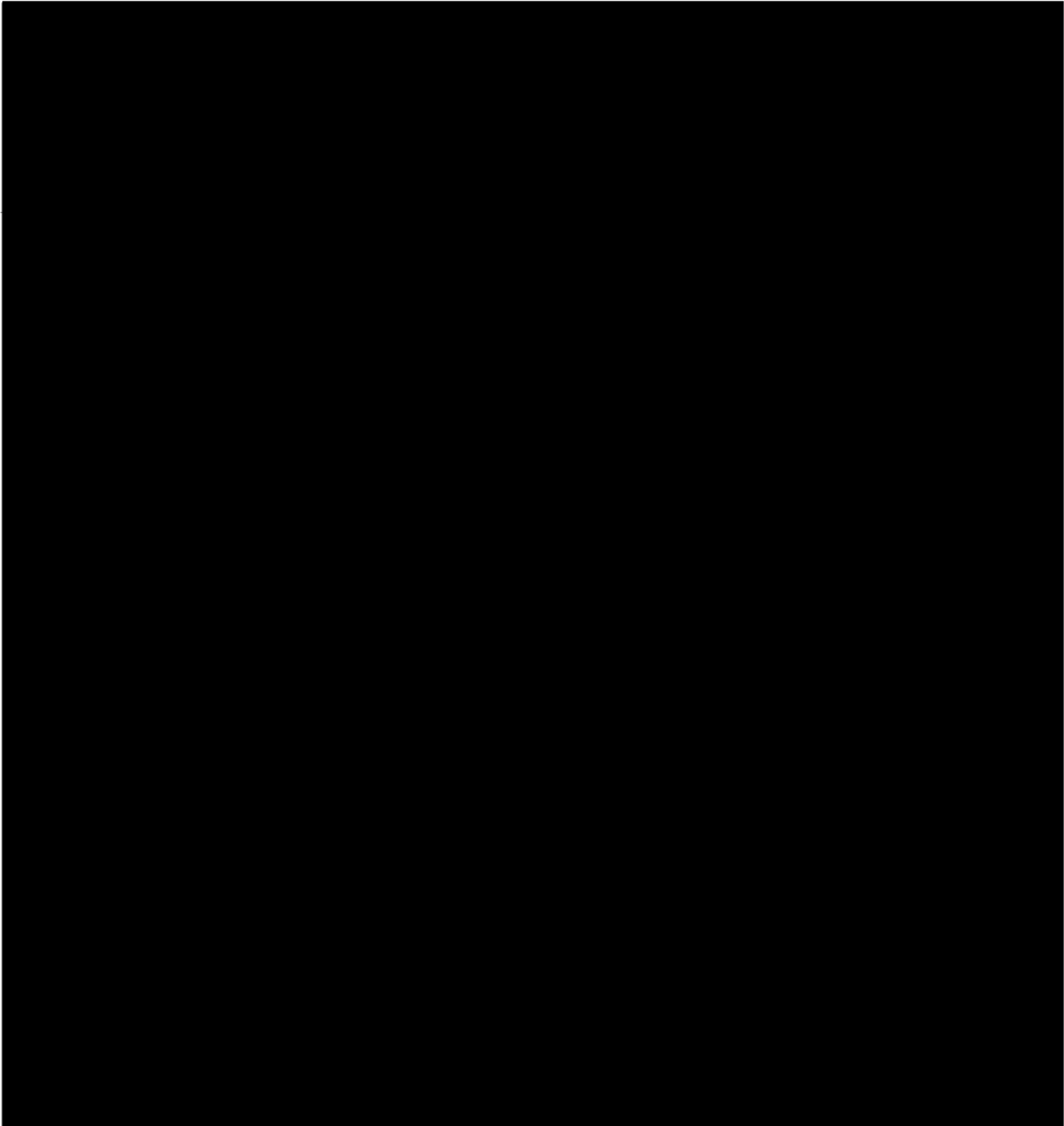


EXHIBIT "1"

SINGH

ORLY BISQUERA

page 2



SINGH

ASHLIE STAPLETON
CIVIL ENGINEER

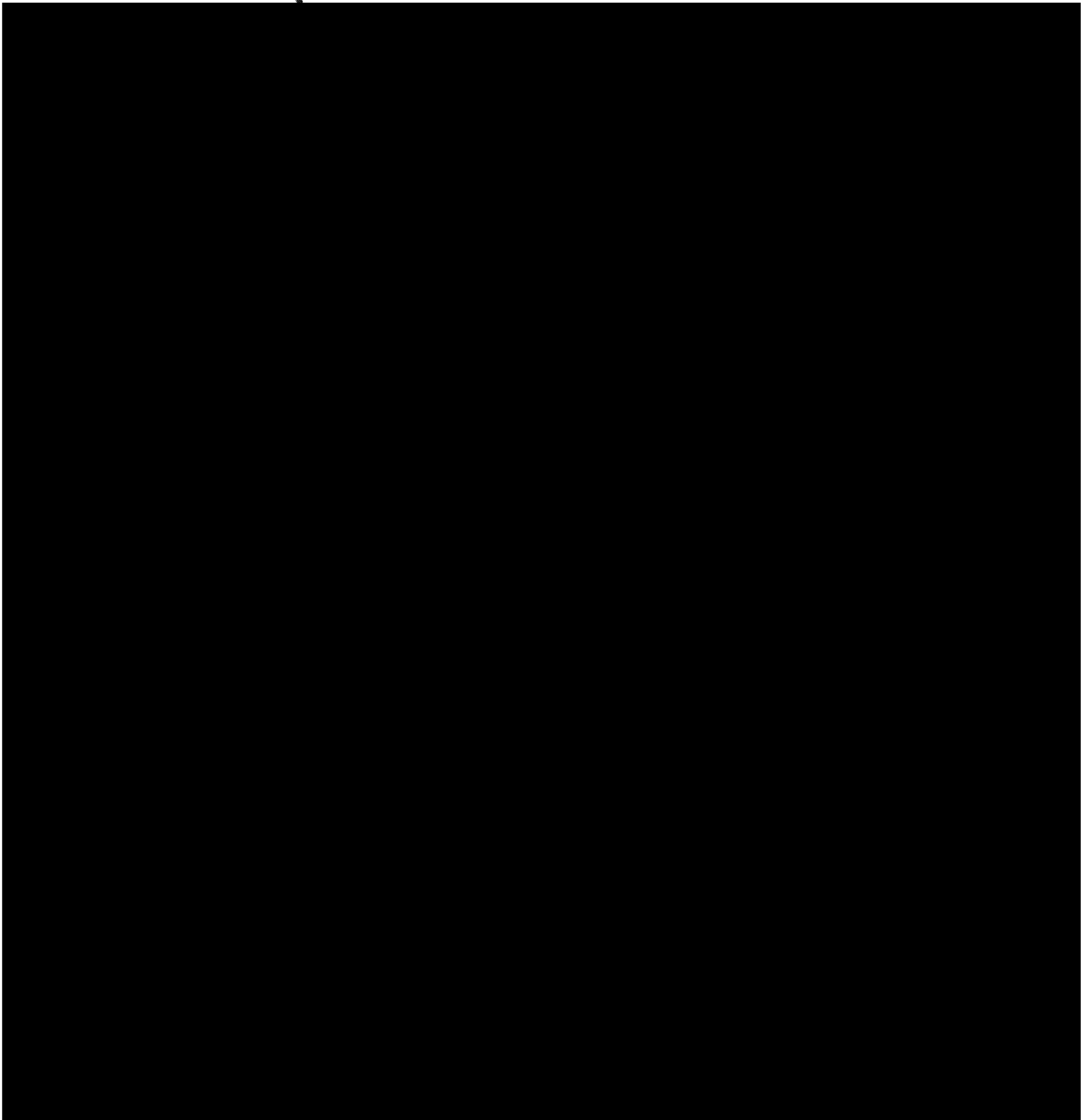


EXHIBIT F

CONTRACT RR-13-4116

SINGH + ASSOCIATES, INC.

SCOPE OF SERVICES

PROJECT: I-88 REAGAN MEMORIAL TOLLWAY
LIMITS: York Rd (M.P. 138.9) to I-290 (M.P. 140.4)
COUNTY: DuPage & Cook
SINGH PROJECT NO.: 13139
ISTHA CONTRACT NO.: RR-13-4116

The Illinois Tollway requests design section engineering (DSE) services for the preparation of contract plans, specifications and project related permits for the roadway reconstruction of I-88 Reagan Memorial Tollway in DuPage and Cook County, Illinois. Project limits are from York Rd (M.P. 138.9) to median turnaround near I-290 (M.P. 140.4).

Singh & Associates, Inc. (SINGH) is a sub-consultant to Parsons Transportation Group. The various design tasks required for this project only pertain to SINGH's scope, which consist of the following elements and assumptions:

1. CONCEPT ENGINEERING

- a. Prepare Concept Tollway Lighting Report, summarizing lighting design and improvements using LED luminaires for roadway and tunnel lighting
- b. Prepare Concept Pavement Marking and Signing Plans.

2. PRELIMINARY AND FINAL DESIGN ENGINEERING

- a. Prepare Tollway Lighting plans, and in accordance to the scope of work defined in the Master Plan/Concept Design report. Includes the following:
 - i. Tollway LED Lighting
 - 1. I-88 Mainline from York Rd to eastern limit of project
 - 2. Entrance and Exit Ramps at I-294 (Ramps E and F)
 - 3. Underpass lighting at three (3) locations: York Rd, I-294, and NB I-294 to WB I-290 overpass (Ramp A)
 - 4. Tunnel lighting for EB I-88 to NB I-294 (Ramp E)
 - ii. Lighting design including removing and relocating existing lighting units, temporary lighting system and upgrades of existing roadway lighting system up to the current ISTHA/IDOT standards.
 - iii. Also includes lighting of toll warning signs on overhead trusses.
 - iv. Photometric calculations, voltage drop calculations, raceway and wire sizing
 - v. Removal, temporary and proposed lighting plans, including details, wiring diagrams and schedules
 - vi. Tunnel Lighting design and Emergency Response Plan at Ramp E
 - vii. Review and coordinate electrical requirements for ITS elements with SE3
 - viii. ComEd Service Connections (2 locations, direct cost pass-through)

- b. Prepare Pavement Marking and Signing plans. Includes the following:
 - i. Tollway pavement marking
 - 1. I-88 Mainline from York Rd Toll Plaza to median turnaround at I-290
Extended sheets necessary due to MOT/removal of existing striping.
 - 2. Entrance and Exit Ramps at I-294 (Ramps, B, D, E and F)
 - ii. IDOT pavement marking
 - 1. I-88 Mainline from east of I-294 to Darmstadt Rd
 - iii. Existing sign removal and relocation
 - iv. Proposed signs
 - 1. 8 sign trusses to be replaced with new overhead signs
 - a. WB I-88, M.P. 139.0 (2 overhead signs) – Requires lighting
 - b. WB I-88, M.P. 139.3 (2 overhead signs) – Requires lighting
 - c. EB I-88, M.P. 139.7 (2 overhead signs)
 - d. WB I-88, M.P. 139.8 (2 overhead signs)
 - e. EB I-88, M.P. 139.9 (2 overhead signs)
 - f. EB I-88, M.P. 140.1 (2 overhead signs)
 - g. Ramp E, south of tunnel (2 overhead signs)
 - h. Ramp E, north of tunnel (2 overhead signs)
 - 2. 3 potential new DMS sign (to be coordinated w/ SE3)
 - 3. Ground mounted signs (approximately 16 existing signs)
 - v. Sign Details, including GuidSIGN layout
 - vi. Sign Schedules
- c. Provide Detailed Quantity Calculations & Schedule of Quantities for all tasks outlined above.
- d. Provide Construction Cost Estimating for all tasks outlined above.
- e. Prepare Special Provisions for all tasks outlined above. DCM to review all special provisions.
- f. Prepare Preliminary (60%), Pre-Final (95%), Final (100%), and all other submittals as required in the DSE Manual.

3. MEETINGS AND COORDINATION

- a. Participate in monthly DSE meetings
- b. Conduct biweekly internal SINGH design coordination meetings
- c. Participate in monthly utility meetings
- d. Coordinate with IDOT, Counties, Municipalities
- e. Submittal review meetings with DCM/Tollway
- f. Conduct Field Checks onsite – 8 visits, 2 engineers

4. PROJECT MANAGEMENT/ADMINISTRATION

- a. QA/QC Review and Documentation
- b. Project Management and Administration

EXHIBIT G

CONTRACT RR-13-4116

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
168/11	District 1 Various Signals	600,000.00	600,000.00	12/31/2016
RR-09-9069	ITS Design/CM Various Task Orders	500,000.00	40,000	12/31/2013
I-11-4018	DCM - Jane Adams (sub)	728,040.00	600,000	12/31/2016
I-11-4020	Elec/Lighting - Elmhurst Rd. Interchange at I90 (sub)	105,264.00	70,00	12/31/2014
PTB 156/019	IDOT District 1 Various Electrical	160,000.00	100,000.00	12/31/2013
PTB 157/050	Various Ligting/Electrical Statewide	500,000.00	30,000.00	12/31/2013

PTB 164/017	Various Lighting/Electrical Statewide	750,000.00	500,000.00	12/31/2015
PTB 140/03	Irving/York Civil/Lighting (sub)	140,000.00	30,000.00	12/31/2013
PTB 152/017	Phase I Studies (sub)	56,000.00	20,000.00	12/31/2013
PTB 153/008	US 30/IL 31 Civil and Electrical (sub)	67,000.00	17,000.00	12/31/2013
PTB 154/010	63rd Bridge over Dan Ryan Civil/Electrical (sub)	66,000.00	10,000.00	12/31/2013
PTB 157/001	I290 Traffic Study (sub)	570,000.00	490,000.00	12/31/2015

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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** Additional services funds require prior authorization before use

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

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

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

EXHIBIT "1"
PAGE 232 OF 254
Version 7

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ _____

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

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

DBE/MBE/WBE Percentage of Total Fee (Includes Additional Services): 0.00%

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

Contract Information Sheet

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

Consultant Name: 2IM Group, LLC

Contract Number: RR-13-4116

Proposal Date: 10/30/2013

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-13-4116

Consultant: 2IM Group, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2014												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Data Collection				8	8	4	4								24
Concept Report				5	5	10	10	10							40
ESC / Landscaping									37	37	17	17			108
ESIS Part 1 and 2				10	10	10	10	10							50
ESA															
BMP															
Tree Survey							19	10	10	19	19	5			82
Wetland Delineation					20	20	20								60
Estimate of					40	40	40	20							140
Cost/Quantities															
Special Prov.				4						4	4				8
Meetings			1												3
Admin							1								4
QAQC							2	2	4						12
TOTALS			1	27	83	87	105	58	47	60	40	27			535

EXHIBIT "1"
PAGE 236 OF 259

Contract Number: RR-13-4116

Consultant: 2IM Group, LLC

2IM Group, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Data Collection																
Concept Report																
ESC / Landscaping	7		7		7		7	7	6	1				1		43
ESIS Part 1 and 2																
ESA																
BMP																
Tree Survey																
Wetland Delineation																
Estimate of																
Cost/Quantities																
Special Prov.																
Meetings																
Admin																
QAQC																
TOTALS	7		7		7		7	7	6	1				1		43

EXHIBIT "7"

Contract No.: RR-13-4116 Consultant: 2IM Group, LLC

Date: 10/30/2013

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 36 No. OF MONTHS
 SCHEDULED START DATE: 12/1/2013
 RAISE DATE: 5/1/2014
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
12/1/2013	4/30/2014	5/1/2014	4/30/2015	5/1/2015	4/30/2016	5/1/2016
-	-	-	-	-	-	-
5.0	12.0	12.0	36.0	12.0	36.0	7.0
36.0	36.0	36.0	36.0	36.0	36.0	36.0
13.89%	34.33%	35.36%	21.25%	Escalation Factor Fifth Period		
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period		

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
-	-	-	-	-	-	-
36.0	36.0	36.0	36.0	36.0	36.0	36.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period		

The escalation factor for this project is: 104.83%

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential Actual Cost based on firm policy

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

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: RR-13-4116

Consultant: 2IM Group, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Orhan Ilgaz Ulger

Project Manager: Luis S. Montgomery

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: _____



ORHAN ILGAZ ULGER, P.E.

2iM Group, LLC
118 South Clinton Street
Suite 350
Chicago, IL 60661

ORHAN ILGAZ ULGER, P.E.

Page Two

EXPERIENCE: (continued)

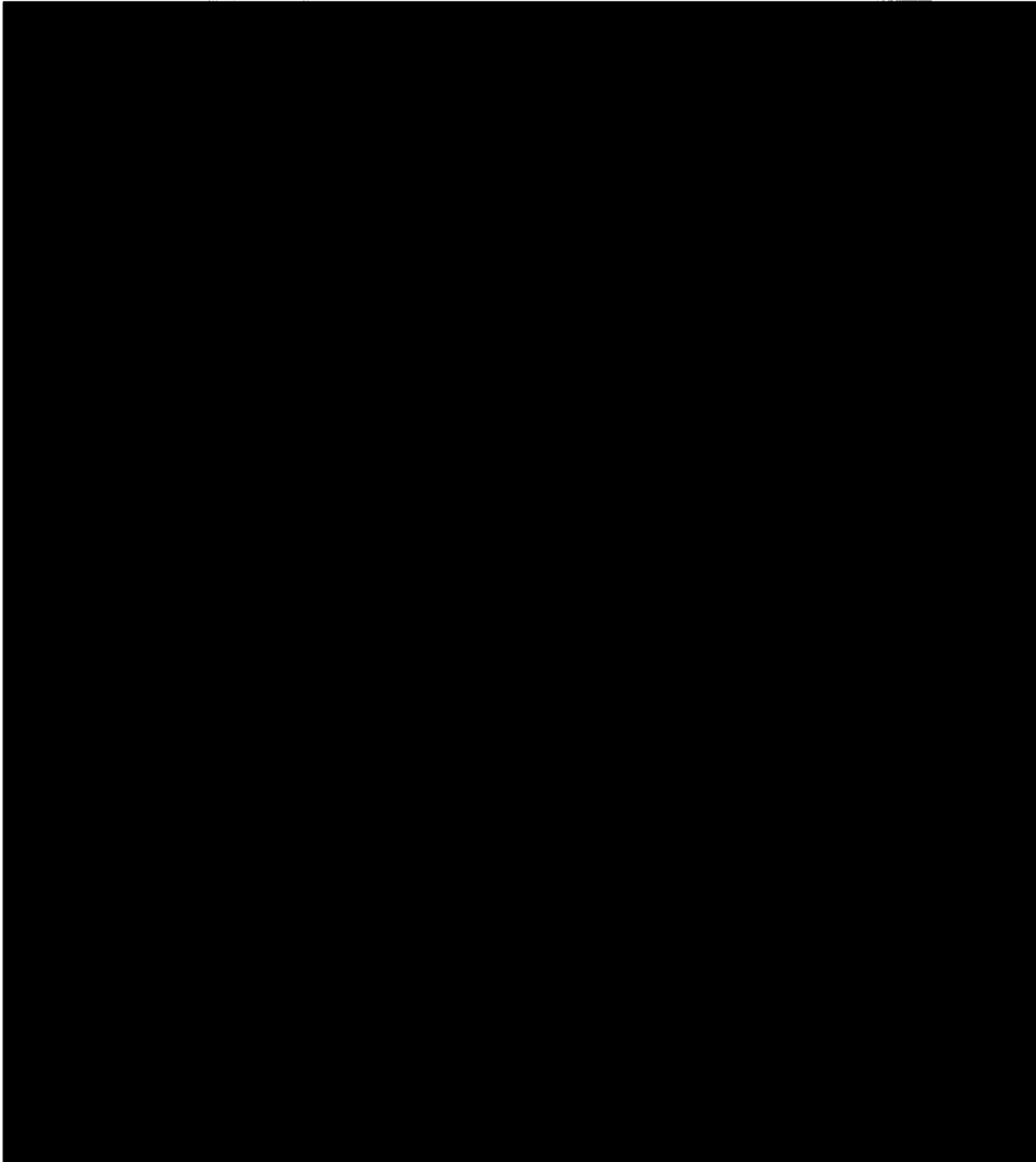


EXHIBIT "7"

PAGE 248 OF 254



LUIS S. MONTGOMERY, P.E.

2iM Group, LLC
118 South Clinton Street
Suite 350
Chicago, IL 60661

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

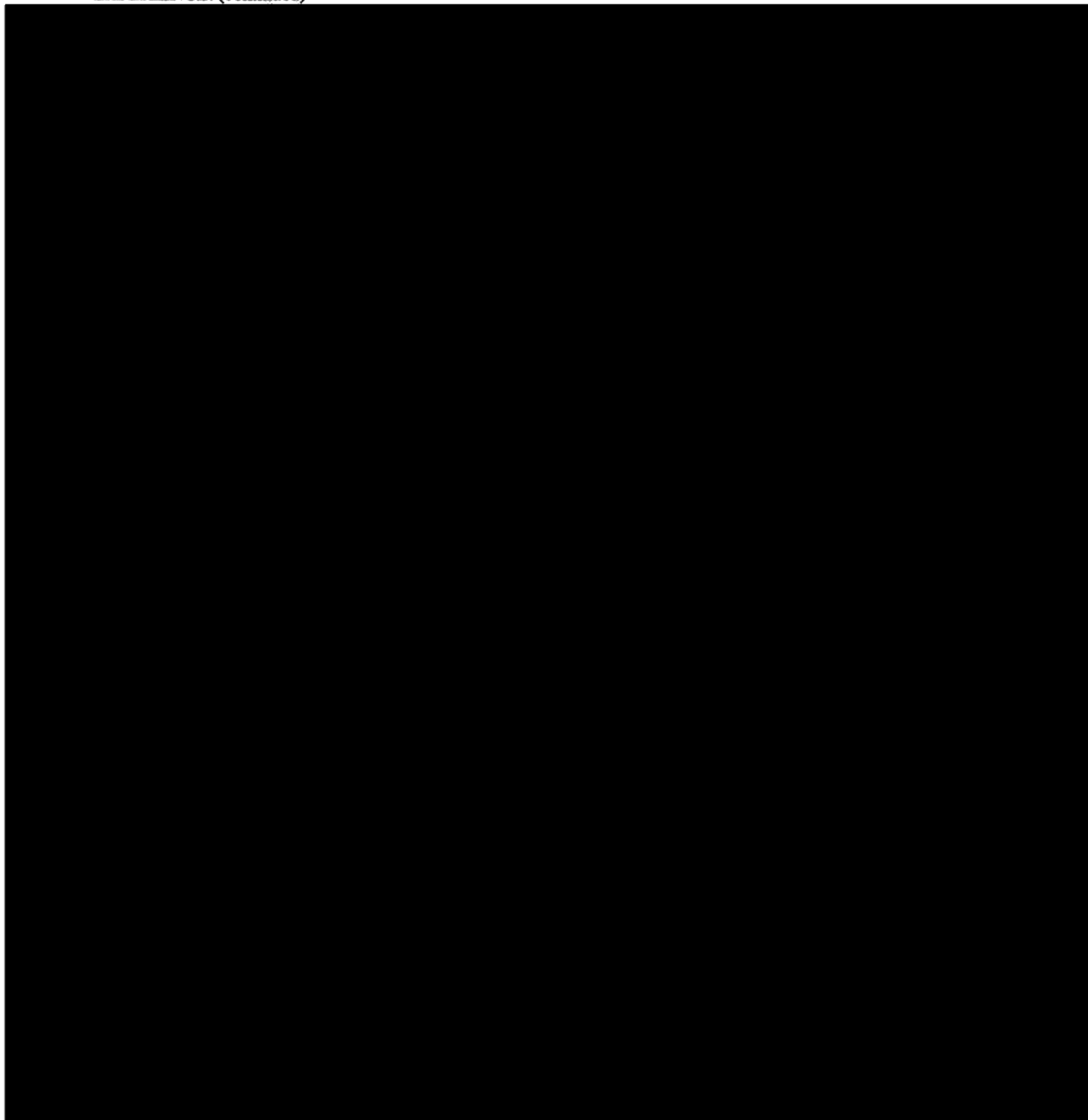


Exhibit F

Scope of Work

2IM GROUP, LLC
RR-13-4116

DESIGN SERVICES:

1. Provide design of appropriate soil erosion/sedimentation control measures
2. Provide permanent landscaping design
3. Tree survey

ENVIRONMENTAL STUDIES AND REPORTS

1. Determine and evaluate potential environmental impacts.
2. Completion of a two- part Environmental Studies Inventory Sheet (ESIS).
Part I shall be submitted no more than four weeks following Notice-to-Proceed.
Part II shall be submitted with preliminary plans.
4. Wetland Delineation and impact study

EXHIBIT G

CURRENT OBLIGATIONS FOR PROJECT

RR-13-4116

ZIM GROUP, LLC

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplemental and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-90 from IL Route 47 to Genoa Road (I-11-4022)	ESC & Landscape	\$905,660.00	\$260,000.00	Dec. 2013
I-90 at Elmhurst Interchange (I-11-4020)	Roadway design	\$1,088,000.00	\$900,000.00	May-14
I-90 from Oakton Street to IL Route 53 (I-11-4016)	ESC & BWA work	\$860,000.00	\$760,000.00	May-16
I-57 Interchange at IL Route 17	Location Drainage Study	\$180,000	\$180,000	Feb. 2015
US Route 20 at IL Route 59 Interchange	Location Drainage Study	\$71,000	\$20,000	Dec. 2013
Various-Various Drainage Investigations for Region 1/District 1	Various Drainage Investigations	\$4,000,000	\$100,000	Mar-14
Various-Various Maintenance for Region 1/District 1	Work on task orders with IDOT Maintenance	\$100,000	\$50,000	Aug-13
IL Route 47 from US Route 12 to Reed Road	Hydraulic Reports	\$74,000	\$50,000	Dec-13

EXHIBIT "T"

PAGE 252 OF 254

EXHIBIT H - SERVICES BY OTHERS

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

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** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 0.00%

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

<hr/>	
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: \$ _____

EXHIBIT 7
254
254