

RESOLUTION NO. 21253

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Program and Project Management Services for Intelligent Transportation Systems Maintenance (ITS) and Network Deployment Guidance and Support Management, Systemwide, on Contract No. RR-16-9194. Parsons Transportation Group, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$6,000,000.00. 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 Engineering Officer is authorized to negotiate an agreement with Parsons Transportation Group, Inc. to obtain ITS Maintenance and Network Deployment Guidance and Support Management, for Contract No. RR-16-9194, with an upper limit of compensation not to exceed \$6,000,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



Chairman



June 12, 2017

Mr. Joseph Brahm  
Vice President  
Parsons Transportation Group, Inc.  
650 E. Algonquin Rd, Suite 400  
Schaumburg, IL 60173

**Re: Contract RR-16-9194  
ITS Maintenance and Network Deployment Guidance and  
Support Management Contract - Systemwide  
Design Section Engineering Services**

**NOTICE TO PROCEED**

Dear Mr. Brahm:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated March 31, 2017, for Design Section Engineering Services for Contract RR-16-9194. You are hereby authorized to commence with the work as of June 12, 2017, and as defined in Exhibit "F" Scope of Work contained in your proposal. A duplicate original of the contract will follow shortly by mail.

In advance of your first billing, the prime and subconsultants (if any) must submit a certified payroll with a signed affidavit for all employees that are listed on the Exhibit C-3 in your contract. The certified payroll should have an effective date after, but within three weeks the effective date of this Notice to Proceed. This document may be submitted by U.S. Mail, other delivery services or by e-mail. Hard copies should be addressed to the attention of **Disbursement Control Supervisor**. The envelope containing the document should be clearly marked "Certified Payroll". The required Certified Payroll may also be delivered electronically to the following address: [accountspayable@getipass.com](mailto:accountspayable@getipass.com). Please send either hard copy or electronic copy, but not both. We request the certified payroll in advance so that upon receipt of your first invoice, any associated issues regarding payroll have an opportunity to be resolved.

This contract is subject to the Illinois Procurement Code 30 ILCS 500. The code 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.

Revised: 3/1/2017

2700 Ogden Avenue | Downers Grove, IL 60515 | p. 630.241.6800 | TTY 630.241.6988  
www.illinoistollway.com

**ILLINOIS TOLLWAY**

Contract RR-16-9194  
Notice to Proceed  
Page 2 of 2

In accordance with Design Section Engineer's Manual, Section 7.0 – Quality Assurance, 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 Engineering Officer.

Please contact A.J. Pebler at 630-241-6800 extension 3946 for further information.

Sincerely,



Paul D. Kovacs, P.E.  
Chief Engineering Officer  
PDK: cmhg

cc: Greg Stukel  
A.J. Pebler  
John Donato  
Contract Services  
Program Controls  
Lane Closures

Dorothy Jablonski  
Sue Biggs  
Victoria Santiago  
Amarpal Matharu

File: 02.9194.01.04 LT\_Tollway\_PDK\_9194ParsonsTransportation-NTP\_06122017

**1.4.5 Item 5: RR-16-9194, ITS Maintenance and Network Deployment Guidance and Support Management Contract – System-wide**

This project has a 23% D/M/WBE participation goal and 1.5% VOS/SDVOSBE participation goal.

**General Description and Background**

The Illinois Tollway has deployed and operates Intelligent Transportation System (ITS) equipment such as closed circuit television (CCTV) cameras, vehicle detectors, permanent and portable dynamic message signs (DMS), weigh-in-motion (WIM) systems, Road Weather Information Systems (RWIS) and Lane Control Signs (LCS). This ITS equipment is connected by various Cisco layer 2 and 3 switches on a fiber optic Ethernet based and wireless communication network. These roadside devices and switches are initially configured by the Tollway and provided to contractor for installation. The devices are operated and managed from a Traffic Operations Center (TOC) located at the Central Administration (CA) building in Downers Grove through the Traffic Incident Management System (TIMS) software. To aide with the maintenance of all field devices, the Tollway has a maintenance contractor to provide remediation services on all ITS and networking equipment above the cabinet. Work orders under the blanket agreement will be negotiated and authorized by the Tollway on an as-needed basis.

**Existing System and Proposed Deployments**

Currently, the Tollway has deployed the following ITS and networking field equipment:

- DMS – 48 Units
- CCTV – 1013 Units
- Vehicle Detection – 306 Units
- RWIS – 18 Units
- WIM – 5 Units
- Cisco Switches – 300 Units
- IP Relays – 300 Units

The Tollway anticipates deploying the following additional ITS and networking field equipment during the duration of this contract:

- DMS – 20 Units
- CCTV – 150 Units
- Vehicle Detection – 100 Units
- RWIS – 4 Units
- WIM – 2 Units
- LCS – 315 Units
- Cisco Switches – 200 Units
- IP Relays – 200 Units

**Tollway Performance Goals**

The Tollway has established performance goals for the ITS system that include:

1. ITS Device functional uptime (DMS/LCS-98%; CCTV - 97%; MVDS-93%; WIM/RWIS) -92%
2. LAN Network device uptime:- - 99%
3. Wireless network device uptime (not including service provider outages) – 99%
4. Response time by the consultant to successfully/correctly troubleshoot a new ticket - 2 days
5. Number of single item tickets generated/cleared per month - 90%



### Typical Tasks

Typical tasks will include projects that are required for the Tollway system, and may include, but not be limited to:

1. Program Management - Manage the Tollways ITS maintenance and network program which includes, but is not limited to:
  - Meet the Tollways field and network device uptime
  - Recommend and implement preventative maintenance plan
  - Provide accurate monthly progress reports
    - Technician efficiency (internal/external)
    - Device Up Time
    - Daily schedules
  - Provide and adhere to a Quality Assurance / Quality Control Program
  - Conduct regularly scheduled project status meetings
  - Facilitate all staffing scheduling and assignments including Tollway technicians
  - Contract administration for the ITS maintenance contract
  - Device configuration and installation:
    - ITS Devices
    - Network Devices
  - Plan review requests (Design, Construction, Configuration, Installation) to ensure system is maintainable
  - Coordination with internal / external Tollway groups:
    - ITS Unit
    - Engineering Department
    - IT Department
    - Business Systems
    - System Integrator
    - Construction Managers
    - Designers
    - Maintenance Contractor
  - Work with Tollway to create an equipment obsolesces plan
2. ITS Maintenance and Device Configuration – Administer the Tollways ITS maintenance program which includes, but is not limited to:
  - Meet the Tollways field device functional uptime requirements on a 24/7/365 basis.
  - Provide real-time status of all ITS field devices.
  - Provide an asset management system for all ITS devices (stand alone or integrated system)
  - Provide a trouble ticketing system that may or may not interface with TIMS to track device outage, repairs, and preventative maintenance needs.
  - Coordinate with contractors/vendors
  - Configure various ITS devices for field deployment.
  - Provide initial trouble ticket triage at the CA office
  - Provide trouble ticket field investigation and remediation
  - Assign above cabinet trouble tickets to maintenance contractor
  - Attend various internal and external stakeholder meetings
  - Review designs, specifications, estimates and test plans
3. Network Configuration and Maintenance – Administer the Tollways Network maintenance program which includes, but is not limited to:
  - Meet the Tollway's networking device functional uptime requirements on a 24/7/365 basis.
  - Provide real-time status of all network devices.
  - Coordinate with contractors/vendors

- Configure various network devices for field deployment.
- Provide initial trouble ticket triage at the CA office
- Provide trouble ticket field investigation and remediation
- Install and commission field networking hardware.
- Attend various internal and external stakeholder meetings
- Review designs, specifications and test plans
- Coordination with Tollway's IT department

The selected Consultant will provide on-site staff at the CA for this support. The Consultant shall be responsible for supplying and maintaining any maintenance vehicles, tools and test equipment needed under this Contract. Reimbursement of direct costs will be permissible as per Tollway allowances. The Consultant will be required to have staff available on-call 24/7/365 as required by the Tollway, with an on-site response time of maximum of two (2) hours, if required.

This is a five year contract.

The upper limit of compensation will be set at \$6,000,000 to be authorized for use as individual projects are needed. The prime firm will be required to perform a minimum of 35% of the work. This contract is subject to available funding.

There is no IDOT prequalification requirement for these services; however, **the consultant shall demonstrate experience in the following areas:**

- General experience with all or a combination of technical planning, design, deployment, and maintenance of ITS equipment including, but not limited to: communications networks, including fiber optic cable and equipment, analog video transport and switching, Ethernet/IP equipment, and wireless communications; CCTV; vehicle detection; DMS; weigh-in-motion; and RWIS. While this contract is limited to management and oversight of the ITS and fiber maintenance contracts, the firm must be familiar with all equipment covered in the maintenance contract and standard maintenance procedures.
- Specific experience with deployment and maintenance of communications systems for ITS. This should include analog video transmission as well as Ethernet/IP networking. The Consultant must have a minimum of three (3) prior projects dealing with similar communications systems. The Consultant must have a minimum of one (1) prior project which included configuring and implementing an Ethernet/IP campus network of over 100 nodes.

**In addition, the prime firm, or their subconsultant, must demonstrate a minimum of five (5) years' experience in managing an Intelligent Transportation Systems (ITS) and transportation enterprise network maintenance and integration program.**

Key personnel for this project must include:

- The person who will assume the duties of the Project Manager / TIMS Network Support Engineer.
- The person who will assume the duties of the ITS Maintenance Logistics Technician (MLT) for all aspects of the work documents.

The Tollway prefers that the prime firm, or their subconsultant, provide a project team with, at a minimum, the following qualifications:

1. The Project Manager who is a Certified Project Manager Professional (PMP).
2. The person who is a Communications Design Engineer, with a minimum of four (4) years training and experience in:
  - a. Fiber optic (single mode (SM) and multi-mode (MM)) data communications
  - b. Local and wide area network (WAN/LAN) design
  - c. Fundamentals of digital communication packet switching and routing
  - d. Wireless communication technologies (radio, cellular, wifi, blue tooth, etc.) and tuning
  - e. Wireless communication network maintenance and tuning.
  - f. Fiber Optic communication cables and equipment.
  - g. Current Cisco Professional (CCNP) including as a minimum:
    - Network Switching, Routing and Troubleshooting (CCNP)
    - Network Security (CCNP Security)
    - Network Design (CCDP, CCDE)
3. The person(s) who have a minimum of five (5) years' experience maintaining CCTV, DMS, LCS, RWIS and WIM systems.
4. The person who is a project controls administrator with five (5) years of experience with project scheduling and resources management.

The Consultant shall provide at least three client references (Agency, Name, Contact information)

Schedule: Work on this project is scheduled to start in January 2017.

The Consultant must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the CADD Standards Manual.

This project will be managed through the Tollway's web-based project management system. The Consultant will be required to participate in these procedures and will receive training on the system.

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

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

# PSB 16-3 SOI Project Team: Prime and Sub-Consultant REQUIRED INFORMATION

Item # 5 PR-16-9194 ITS Maintenance and Network Deployment Guidance and Support Management Contract

Prime Consultant Information		Prime Contact Information (ONLY *1*)		Diversity Information		ISTHA		IDOT		OTHER					
Prime Consultant Firm Name	Prime FEN Number	Contact Name (1)	Contact Phone Number (1)	Contact Email (1)	Is Firm a DBM/VE? Yes/No	Percentage of DBM/VE or Project, INCLUDING PRIME, IF DBE	Percentage of VOSB or Project, INCLUDING PRIME, IF VOSB	Key Personnel Project Manager (1)	Key Personnel Resident Engineer (1)	Total Fee Remaining all Projects	Total Fee Remaining all Projects	Total Fee Remaining all Projects	Total Fee Remaining all Projects		
ax2 Technology (ETECH)	[REDACTED]	Joel Mulder	630.513.7028	joel.mulder@ax2.com	No	36.00%	1.75%	Adam Burgess	Jerry Catic	\$ -	\$ -	\$ -	\$ 462,000		
Sub-Consultant Information															
Sub-Consultant Information		Sub Contact Information (ONLY *1*)		Diversity Information		Sub Role and % of Work		Sub-Contractor Diversity Information: The below table represents the proposer's draft "Plan to Achieve Diversity Goal." The awarded consultant will finalize this Plan during negotiations based on the negotiated scope of work. The proposer's total DBE goal and proposed subconsultants shall not change, but the work category and percentage of work for each subconsultant may be adjusted, during negotiations. NOTE: Review Instructions Tab		Sub-Contractor Diversity Information: The below table represents the proposer's draft "Plan to Achieve Diversity Goal." The awarded consultant will finalize this Plan during negotiations based on the negotiated scope of work. The proposer's total DBE goal and proposed subconsultants shall not change, but the work category and percentage of work for each subconsultant may be adjusted, during negotiations. NOTE: Review Instructions Tab		Sub-Contractor Diversity Information: The below table represents the proposer's draft "Plan to Achieve Diversity Goal." The awarded consultant will finalize this Plan during negotiations based on the negotiated scope of work. The proposer's total DBE goal and proposed subconsultants shall not change, but the work category and percentage of work for each subconsultant may be adjusted, during negotiations. NOTE: Review Instructions Tab			
For Each Sub-Consultant Enter Prime Consultant Firm Name	Sub-Consultant Firm Name	FEN Number	Project 1* Project Manager for Sub-Consultant	Role (level) of Sub-Consultant	Contact Phone Number (1)	Contact Email (1)	Percentage (%) of DBM/VE or Project, INCLUDING PRIME, IF DBE	Percentage of VOSB or Project, INCLUDING PRIME, IF VOSB	City of Chicago, Cook County or N/A	City of Chicago, Cook County or N/A	Yes or No	Yes or No	Choose from the dropdown menu below	Male or Female	Yes or No
ax2 Technology	J.A. Warrs, Inc.	[REDACTED]	Edward Schornvick	PM/IMS Network Sup	312-580-9787	eschornvick@ax2.com	36.00%	N/A	City of Chicago	N/A	No	No	Caucasian	Female	No
Prime Consultant Firm Name	Prime FEN Number	Contact Name (1)	Contact Phone Number (1)	Contact Email (1)	Is Firm a DBM/VE? Yes/No	Percentage of DBM/VE or Project, INCLUDING PRIME, IF DBE	Percentage of VOSB or Project, INCLUDING PRIME, IF VOSB	Key Personnel Project Manager (1)	Key Personnel Resident Engineer (1)	Total Fee Remaining all Projects	Total Fee Remaining all Projects	Total Fee Remaining all Projects	Total Fee Remaining all Projects		
J.A. Warrs, Inc.	[REDACTED]	Edward Schornvick	312-580-9787	eschornvick@ax2.com	Yes	80.00%	2.00%	Adam Burgess	Thomas Griffin	\$ 5,544,000	\$ 2,293,000	\$ 440,000	\$ 329,000		
Sub-Consultant Information															
Sub-Consultant Information		Sub Contact Information (ONLY *1*)		Diversity Information		Sub Role and % of Work		Sub-Contractor Diversity Information: The below table represents the proposer's draft "Plan to Achieve Diversity Goal." The awarded consultant will finalize this Plan during negotiations based on the negotiated scope of work. The proposer's total DBE goal and proposed subconsultants shall not change, but the work category and percentage of work for each subconsultant may be adjusted, during negotiations. NOTE: Review Instructions Tab		Sub-Contractor Diversity Information: The below table represents the proposer's draft "Plan to Achieve Diversity Goal." The awarded consultant will finalize this Plan during negotiations based on the negotiated scope of work. The proposer's total DBE goal and proposed subconsultants shall not change, but the work category and percentage of work for each subconsultant may be adjusted, during negotiations. NOTE: Review Instructions Tab		Sub-Contractor Diversity Information: The below table represents the proposer's draft "Plan to Achieve Diversity Goal." The awarded consultant will finalize this Plan during negotiations based on the negotiated scope of work. The proposer's total DBE goal and proposed subconsultants shall not change, but the work category and percentage of work for each subconsultant may be adjusted, during negotiations. NOTE: Review Instructions Tab			
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J.A. Warrs, Inc.	Woroni Group Inc	[REDACTED]	Wael Firas	Class Certified Design	773-592-6940	wfiras@woronigroup.com	2.00%	N/A	N/A	City of Chicago	No	No	Asian Indian	Male	No
J.A. Warrs, Inc.	ax2 Technology, LLC	[REDACTED]	Ilye Jorgensen	Communications Design	314-7160	ijorgensen@ax2.com	18.00%	N/A	N/A	N/A	No	No	Caucasian	Male	No
J.A. Warrs, Inc.	Okon Engineers, LLC	[REDACTED]	Charles Fraynes	Microstation, VBA, D3D	312-544-9108	chfraynes@okon.com	2.00%	N/A	N/A	N/A	No	Yes	Caucasian	Male	No
J.A. Warrs, Inc.	SON Associates, LLC	[REDACTED]	Rade Mahmal	Projects Control	312-625-9501	rm@sonassociates.com	2.00%	N/A	City of Chicago	City of Chicago	No	No	Asian	Female	Yes
Prime Consultant Information		Prime Contact Information (ONLY *1*)		Diversity Information		Sub Role and % of Work		Sub-Contractor Diversity Information: The below table represents the proposer's draft "Plan to Achieve Diversity Goal." The awarded consultant will finalize this Plan during negotiations based on the negotiated scope of work. The proposer's total DBE goal and proposed subconsultants shall not change, but the work category and percentage of work for each subconsultant may be adjusted, during negotiations. NOTE: Review Instructions Tab		Sub-Contractor Diversity Information: The below table represents the proposer's draft "Plan to Achieve Diversity Goal." The awarded consultant will finalize this Plan during negotiations based on the negotiated scope of work. The proposer's total DBE goal and proposed subconsultants shall not change, but the work category and percentage of work for each subconsultant may be adjusted, during negotiations. NOTE: Review Instructions Tab		Sub-Contractor Diversity Information: The below table represents the proposer's draft "Plan to Achieve Diversity Goal." The awarded consultant will finalize this Plan during negotiations based on the negotiated scope of work. The proposer's total DBE goal and proposed subconsultants shall not change, but the work category and percentage of work for each subconsultant may be adjusted, during negotiations. NOTE: Review Instructions Tab			
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Prime Consultant Firm Name	Prime FEN Number	Contact Name (1)	Contact Phone Number (1)	Contact Email (1)	Is Firm a DBM/VE? Yes/No	Percentage of DBM/VE or Project, INCLUDING PRIME, IF DBE	Percentage of VOSB or Project, INCLUDING PRIME, IF VOSB	Key Personnel Project Manager (1)	Key Personnel Resident Engineer (1)	\$ 23,189,214	\$ 7,010,000	\$ 21,071,170	\$ 3,755,000		
Prime Consultant Firm Name	Prime FEN Number	Contact Name (1)	Contact Phone Number (1)	Contact Email (1)	Is Firm a DBM/VE? Yes/No	Percentage of DBM/VE or Project, INCLUDING PRIME, IF DBE	Percentage of VOSB or Project, INCLUDING PRIME, IF VOSB	Key Personnel Project Manager (1)	Key Personnel Resident Engineer (1)	Total Fee Remaining all Projects	Total Fee Remaining all Projects	Total Fee Remaining all Projects	Total Fee Remaining all Projects		
Prime Consultant Firm Name	Prime FEN Number	Contact Name (1)	Contact Phone Number (1)	Contact Email (1)	Is Firm a DBM/VE? Yes/No	Percentage of DBM/VE or Project, INCLUDING PRIME, IF DBE	Percentage of VOSB or Project, INCLUDING PRIME, IF VOSB	Key Personnel Project Manager (1)	Key Personnel Resident Engineer (1)	\$ 24,106,033	\$ 7,795,000	\$ 21,071,170	\$ 3,755,000		
Sub-Consultant Information															
Sub-Consultant Information		Sub Contact Information (ONLY *1*)		Diversity Information		Sub Role and % of Work		Sub-Contractor Diversity Information: The below table represents the proposer's draft "Plan to Achieve Diversity Goal." The awarded consultant will finalize this Plan during negotiations based on the negotiated scope of work. The proposer's total DBE goal and proposed subconsultants shall not change, but the work category and percentage of work for each subconsultant may be adjusted, during negotiations. NOTE: Review Instructions Tab		Sub-Contractor Diversity Information: The below table represents the proposer's draft "Plan to Achieve Diversity Goal." The awarded consultant will finalize this Plan during negotiations based on the negotiated scope of work. The proposer's total DBE goal and proposed subconsultants shall not change, but the work category and percentage of work for each subconsultant may be adjusted, during negotiations. NOTE: Review Instructions Tab		Sub-Contractor Diversity Information: The below table represents the proposer's draft "Plan to Achieve Diversity Goal." The awarded consultant will finalize this Plan during negotiations based on the negotiated scope of work. The proposer's total DBE goal and proposed subconsultants shall not change, but the work category and percentage of work for each subconsultant may be adjusted, during negotiations. NOTE: Review Instructions Tab			
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Prime Consultant Firm Name	Prime FEN Number	Contact Name (1)	Contact Phone Number (1)	Contact Email (1)	Is Firm a DBM/VE? Yes/No	Percentage of DBM/VE or Project, INCLUDING PRIME, IF DBE	Percentage of VOSB or Project, INCLUDING PRIME, IF VOSB	Key Personnel Project Manager (1)	Key Personnel Resident Engineer (1)	\$ 24,106,033	\$ 7,795,000	\$ 21,071,170	\$ 3,755,000		

# PSB 16-3 SOI Project Team: Prime and Sub-Consultant REQUIRED INFORMATION

Item # 5 RR-16-9194 ITS Maintenance and Network Deployment Guidance and Support Management Contract

For Each Sub-Consultant Enter Firm Name	Sub-Consultant Firm Name	Firm Number	Provide 1 <sup>st</sup> Project Manager for Sub-Consultant	Rate (rate) of Sub-Consultant	Contact Phone Number (1)	Contact Email (1)	Percentage (%) of work to be performed by Sub-Consultant	IL UCP, City of Chicago or N/A	City of Chicago, Cook County or N/A	City of Chicago, Cook County or N/A	Yes or No (SBA 8(a))	Yes or No (VOSB / SDVOSB)	Choose from the dropdown menu below	Male or Female	Yes or No (M/P)
Parsons Transportation Group Inc.	Transportation Technologies	[REDACTED]	Austin Provoost	ITS Equipment Investigation and Tickets	312.474.7123	aprovost@parsons.com	22%	IL UCP	N/A	N/A	No	No	Asian	Female	No
Shawmut Transportation Group Inc.	Asia Information Solutions, LLC	[REDACTED]	Rafy Adnan	ITS Asset Management	847.546.8287	rafad@aisltd.com	1.20%	N/A	N/A	N/A	No	Yes	Hispanic	Male	No

Intentionally Left Blank



**Exhibit A – Proposed Staff  
PSB 16-3, continued**

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

Project Manager (Item 5)			
Name:	Bini William, PMP ✓		
Firm:	Parsons		
Category:			
License #:			
Year Registered:		State:	
Office Address:	650 E. Algonquin Rd, Suite 400		
City:	Schaumburg	State:	IL

Project Engineer and TIMS Network Support (Item 5)			
Name:	Russ Bautch, PE, CCNA ✓		
Firm:	Parsons		
Category:			
License #:	062.056012		
Year Registered:	2002	State:	IL
Office Address:	650 E. Algonquin Rd, Suite 400		
City:	Schaumburg	State:	IL

Communications Engineer (Item 5)			
Name:	Dan Gibbons ✓		
Firm:	Parsons		
Category:			
License #:			
Year Registered:		State:	
Office Address:	650 E. Algonquin Rd, Suite 400		
City:	Schaumburg	State:	IL

On-Site ITS Network Engineer (Item 5)			
Name:	Yuriy Momotov CCNA, CCNP ✓		
Firm:	Parsons		
Category:			
License #:			
Year Registered:		State:	
Office Address:	650 E. Algonquin Rd, Suite 400		
City:	Schaumburg	State:	IL

ITS Device Field Maintenance (Item 5)			
Name:	Michael Rampasard ✓		
Firm:	Parsons		
Category:			
License #:			
Year Registered:		State:	
Office Address:	650 E. Algonquin Rd, Suite 400		
City:	Schaumburg	State:	IL

On-site Logistics technician (Item 5)			
Name:	Jennifer LaPorte ✓		
Firm:	Parsons		
Category:			
License #:			
Year Registered:		State:	
Office Address:	650 E. Algonquin Rd, Suite 400		
City:	Schaumburg	State:	IL

ITS Device Maintenance (Item 5)			
Name:	Joseph Malcolm		
Firm:	TranSmart		
Category:			
License #:			
Year Registered:		State:	
Office Address:	10 South Riverside Plaza, Suite 800		
City:	Chicago	State:	IL

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

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

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

\*If work is being performed by a Subconsultant, list firm name also.  
\*\*Note the specific function listed in the Item description for Key Personnel

Attach resumes for Key Project Personnel.

<u>Management</u>	<u>Professionals</u>	<u>Technical Staff</u>
1	5	4
<b>Total</b>	Engineers _____ Land Surveyors _____ Architects _____ Others _____ <b>Total</b> <u>5</u>	Technicians _____ Draftsmen _____ Survey Crew _____ Clerical _____ Other _____ <b>Total</b> <u>4</u>
	Total Projected Staff	<u>10</u>

**Exhibit A – Proposed Staff**

**PSB# 16-3 Item# 5**

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

If **Yes**, provide completion date and/or number of months. 60 months

If **No**, explain:

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Exhibit A

## **EXHIBIT F - State of Illinois VETERAN-OWNED SMALL BUSINESS PARTICIPATION, UTILIZATION PLAN and LETTER OF INTENT**

It is the goal of the State to promote and encourage the continued economic development of small businesses owned and controlled by qualified veterans and that qualified service-disabled veteran-owned small businesses (SDVOSB) and veteran-owned small businesses (VOSB) participate in the State's procurement process as both prime consultant and subconsultant. 30 ILCS 500/45-57.

**Contract Goal to be Achieved by Vendor:** This solicitation includes a specific **Veteran Small Business** participation goal as specified in each Item detail based on the availability of CMS certified veteran-owned and service-disabled veteran-owned small business (VOSB/SDVOSB) vendors to perform or provide the anticipated services required by this solicitation. **The Veteran Small Business participation goal is applicable as specified in each Item detail.** This goal is also applicable to supplemental work within the scope of work provided by the VOSB/SDVOSB vendor. In addition to the other award criteria established for this solicitation, the Agency will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. If Vendor is a CMS certified VOSB/SDVOSB vendor, the entire goal is met and no subconsulting with a CMS certified VOSB/SDVOSB vendor is required; however, **Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.**

**The VOSB goal is separate and distinct from the DBE goal. A single firm may not be utilized to achieve credit toward both VOSB and DBE goals on a single project.**

Following are guidelines for Vendor's completion of the Utilization Plan. **Please read the guidelines carefully.** A format for the Utilization Plan is included in this section. Vendor should include any additional information that will add clarity to Vendor's proposed utilization of certified Veteran Small Business vendors to meet the targeted goal. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal; (2) made good faith efforts towards meeting the entire goal; or (3) made good faith efforts towards meeting a portion of the goal. Any submission of good faith efforts by Vendor shall be considered as a request for a full or partial waiver.

**At the time of submittal of Statement of Interest, Vendor, or Vendor's proposed Subconsultant must be certified with CMS as a VOSB or SDVOSB.**

Failure to complete a Utilization Plan and/or provide Good Faith Effort Documentation shall render the Statement of Interest non-responsive or not responsible.

Visit <http://www2.illinois.gov/cms/business/sell2/Pages/VeteranownedBusinesses.aspx> for complete requirements and to apply for certification in the Veteran Business Program.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Teaming Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Teaming Agreement must clearly evidence that the certified VOSB/SDVOSB vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the certified VOSB/SDVOSB vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the certified VOSB/SDVOSB vendor to be dedicated to the performance of the contract. Established Teaming Agreements will only be credited toward Veteran Small Business goal achievements for specific work performed by the certified VOSB/SDVOSB vendor.
2. An agreement between a vendor and a certified VOSB/SDVOSB vendor in which a certified VOSB/SDVOSB vendor promises not to provide subconsulting proposals to other vendors is prohibited. The Agency may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed certified VOSB/SDVOSB vendor. Failure to cooperate by Vendor and certified VOSB/SDVOSB vendor may render the Statement of Interest non-responsive or not responsible.



**The contract will not be finally awarded to Vendor unless Vendor's Utilization Plan is approved.**

3. **Veteran Small Business Certified Vendor Locator References:** Vendors may consult CMS' Veteran Small Business Vendor Directory at [www.illinois.gov/cms/business/sell2/Pages/VendorSearch.aspx](http://www.illinois.gov/cms/business/sell2/Pages/VendorSearch.aspx), as well as the directories of other certifying agencies, but firms **must be certified with CMS as VOSB/SDVOSB vendors at the time of submittal of Statement of Interest.**
4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subconsultant.
5. **Calculating Certified VOSB/SDVOSB Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or provided by all certified VOSB/SDVOSB vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by certified VOSB/SDVOSB vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
  - 5.1. The value of the work actually performed by the certified VOSB/SDVOSB vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified VOSB/SDVOSB vendor shall be counted.
  - 5.2. A vendor shall count the portion of the total dollar value of the Veteran Small Business contract equal to the distinct, clearly defined portion of the work of the contract that the certified VOSB/SDVOSB vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other certified VOSB/SDVOSB vendor. Work performed by the non-certified VOSB/SDVOSB party shall not be counted toward the goal. **Work that a certified VOSB/SDVOSB vendor subcontracts to a non-certified VOSB/SDVOSB vendor will not count towards the goal.**
  - 5.3. Certified VOSB/SDVOSB vendors who are performing on contract as second tier subconsultants may be counted in meeting the established Veteran Small Business goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.
  - 5.4. A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
    - 5.4.1. A firm 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 carries out its responsibilities by actually performing, managing, and supervising the work involved.
    - 5.4.2. A certified VOSB/SDVOSB vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain certified VOSB/SDVOSB vendor participation. In determining whether a certified VOSB/SDVOSB vendor is such an extra participant, the Agency shall examine similar transactions, particularly those in which certified VOSB/SDVOSB vendors do not participate, and industry practices.
  - 5.5. A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.
6. **Good Faith Effort Procedures:** Vendor must submit a Utilization Plan and Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal. Utilization Plans are due at the time

of submittal of Statement of Interest. **Vendors will not be permitted to correct goal deficiencies after the Statement of Interest due date.** CMS or the State Agency, as its delegate, will consider the quality, quantity, and intensity of Vendor's efforts.

The Utilization Plan contains a checklist of actions that CMS or the State Agency, as its delegate, will consider as evidence of Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of CMS or the State Agency, as its delegate, may be relevant in appropriate cases.

- 6.1. In evaluating Vendor's good faith efforts, CMS or the State Agency, as its delegate, may consider whether the ability of other firms submitting Statements of Interest to meet the contract goal suggests that good faith efforts could have resulted in Vendor meeting the goal.
  - 6.2. If CMS or the State Agency, as its delegate, determines that Vendor has made good faith efforts to meet the goal, the Agency may award the contract provided that Vendor is otherwise eligible for award.
  - 6.3. If CMS or the State Agency, as its delegate, determines that good faith efforts have not been met, the Statement of Interest may be determined to be non-responsive by the Chief Procurement Office.
7. **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If Vendor did not succeed in obtaining certified VOSB/SDVOSB vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of certified VOSB/SDVOSB vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.
- 7.1. The Utilization Plan may not be amended after contract execution without the Agency's prior written approval.
  - 7.2. **Vendor may not make changes to its contractual certified VOSB/SDVOSB vendor commitments or substitute certified VOSB/SDVOSB vendors without the prior written approval of the Agency.** Unauthorized changes or substitutions, including performing the work designated for a certified VOSB/SDVOSB vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. Vendor must negotiate with the certified VOSB/SDVOSB vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work, provided the certified VOSB/SDVOSB vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work.
  - 7.3. Substitutions of a certified VOSB/SDVOSB vendor may be permitted under the following circumstances:
    - 7.3.1. Unavailability after receipt of reasonable notice to proceed;
    - 7.3.2. Failure of performance;
    - 7.3.3. Financial incapacity;
    - 7.3.4. Refusal by the certified VOSB/SDVOSB vendor to honor the proposal;
    - 7.3.5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
    - 7.3.6. Failure of the certified VOSB/SDVOSB vendor to meet insurance, or licensing requirements;

- 7.3.7. The certified VOSB/SDVOSB vendor's withdrawal of its Statement of Interest; or
- 7.3.8. Decertification of the certified VOSB/SDVOSB vendor.
- 7.4. If it becomes necessary to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan, Vendor must notify the Agency in writing of the request to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within five business days of receipt of the request.
- 7.5. Where Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified VOSB/SDVOSB vendor. Documentation of a replacement certified VOSB/SDVOSB vendor, or of good faith efforts to replace the certified VOSB/SDVOSB vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non-certified VOSB/SDVOSB vendor or Vendor may perform the work.
- 7.6. If a Vendor plans to hire a subconsultant for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified VOSB/SDVOSB vendors have a fair opportunity to submit a proposal on the new scope of work.
- 7.7. A new certified VOSB/SDVOSB vendor agreement must be executed and submitted to the Agency within five business days of Vendor's receipt of the Agency's approval for the substitution or other change.
- 7.8. Vendor shall maintain a record of all relevant data with respect to the utilization of certified VOSB/SDVOSB vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by Vendor upon 48 hours written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the certified VOSB/SDVOSB vendor and final payment to the certified VOSB/SDVOSB vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the certified VOSB/SDVOSB vendor under the contract.
- 7.9. The Agency will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the certified VOSB/SDVOSB vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 7.10. The Agency reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

EXHIBIT F - VOSB UTILIZATION PLAN

Parsons Transportation Group, Inc. (Vendor) submits the following Utilization Plan as part of our Statement of Interest in accordance with the requirements of the Veteran Small Business Program Status and Participation section of the solicitation for RR-16-9194, Illinois Procurement Bulletin Reference Number 16-3, Item 5. We understand that all subconsultants must be certified with the CMS Veteran Small Business Program at the time of submission of all bids / offers. We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.

Vendor makes the following assurance and agrees to include the assurance in each agreement, subcontract and/or purchase order with a subcontractor or supplier utilized on this contract: We shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate.

Vendor submits the following statement:

- Vendor is a certified VOSB/SDVOSB and plans to fully meet the goal through self- performance.
Vendor has identified certified VOSB/SDVOSB subcontractor(s) to fully meet the established goal and submits the attached completed Letter(s) of Intent; or
Vendor has made good faith efforts towards meeting the entire goal, or a portion of the goal, and hereby requests a waiver (complete checklist below).

Vendor's person responsible for compliance:

Name: Richard Hill
Title: Vice President
Telephone: 312-930-5337
Email: Richard.Hill@Parsons.com

DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER

If the Veteran Small Business participation goal was not achieved, the Good Faith Efforts Procedures and Guidelines outlined in Section 6 will be used to evaluate submitted utilization plans. Vendors providing Good Faith Effort documentation and request for waiver must complete and submit the Good Faith Effort Contact Log with the Statement of Interest. Failure to submit Good Faith Effort documentation in its entirety shall render Vendor's Statement of Interest non-responsive or not responsible and cause it to be rejected or render Vendor ineligible for contract award.

Below is a checklist of actions that will be used to evaluate a Vendor's Demonstration of Good Faith Efforts and Request for Waiver. Please check the actions which you completed. If any of the following actions are not completed, please attach a detailed written explanation indicating why such action was not completed. If any other efforts were made to obtain Veteran Small Business participation in addition to the items listed below, attach a detailed description of such efforts.

- Utilize the Sell2Illinois website: www.illinois.gov/cms/business/sell2/PageVendorSearch.aspx to identify certified VOSB/SDVOSB vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.



- Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of certified VOSB/SDVOSB vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the certified VOSB/SDVOSB vendors to respond to the solicitation. Vendor must determine with certainty if the certified VOSB/SDVOSB vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a proposal. Vendor must provide interested certified VOSB/SDVOSB vendors with adequate information about the requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- Select portions of the work to be performed by certified VOSB/SDVOSB vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out project scope to facilitate certified VOSB/SDVOSB vendor participation, even when Vendor might otherwise prefer to perform these work items.
- Make a portion of the work available to certified VOSB/SDVOSB vendors and selecting those portions of the work consistent with their availability, so as to facilitate certified VOSB/SDVOSB vendor participation.
- Negotiate in good faith with interested certified VOSB/SDVOSB vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of certified VOSB/SDVOSB vendors that were considered; a description of the information provided regarding the project scope for the work selected for subconsulting and evidence as to why additional agreements could not be reached for certified VOSB/SDVOSB vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with certified VOSB/SDVOSB vendors and may take a firm's capabilities into consideration. The fact that there may be some additional costs involved in finding and using certified VOSB/SDVOSB vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from certified VOSB/SDVOSB vendors if the price difference is excessive or unreasonable.
- Thoroughly investigate the capabilities of certified VOSB/SDVOSB vendors and not reject them as unqualified without documented reasons. The certified VOSB/SDVOSB vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in Vendor's efforts to meet the goal.
- Make efforts to assist interested certified VOSB/SDVOSB vendors in obtaining lines of credit or insurance as required by the Agency.

**EXHIBIT F - GOOD FAITH EFFORTS CONTACT LOG**

Use this Log to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of certified VOSB/SDVOSB vendors within the specific scope of work selected. **It is not necessary to show contacts with certified VOSB/SDVOSB vendors who are identified on the Letter(s) of Intent. Keep and submit copies of all emails sent and received from prospective vendors. Include a copy of the commodity list or scope of work you solicited prospective vendors to perform.** Duplicate this log as necessary; do not limit your contacts to the number of spaces shown.

Name of Certified VOSB/SDVOSB Vendor	Date	Method of Contact	Scope of Work Solicited	Reason Agreement Was Not Reached
Orion Engineers, LLC	9/6/2016	Telephone	ITS Asset management	Did not receive call back

**EXHIBIT F - Letter of Intent**

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

Project Name: ITS maintenance and Network Deployment Guidance and Support Management Contract - System-wide Project/Solicitation Number: RR-16-9194 (16-3, Item #5)  
 Name of Prime Vendor: Parsons Transportation Group, Inc. VOSB Compliance Contact: Richard Hill

Address: 10 S. Riverside Plaza, Suite 400

City: Chicago State: IL Zip Code: 60606

Telephone: 312-930-5237 Fax: 312-930-9966 Email: Richard.Hill@Parsons.com

Name of Certified VOSB Vendor: Arias Information Solutions LLC

Address: 3233 N. Arlington Heights Rd, Suite 201 VOSB Compliance Contact: Ray Arias

City: Arlington Heights State: IL Zip Code: 60004

Telephone: 847-340-8307 Fax: 312-928-0654 Email: riarias@ariasis.com

Type of agreement:  Services

Anticipated start date of the Certified VOSB Vendor: 2017

Proposed 1.50 % of Contract to be performed by the VOSB Vendor.

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

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

The VOSB firm will perform ITS asset inventory and management needed as part of ITS equipment tracking. This includes entering device serial numbers, M-numbers and device location into Tollway's asset management system/database.

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

Vendor (Company Name and D/B/A):  
 \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Print Name: Richard Hill  
 Title: Vice President  
 Date: 09/08/2016

Certified VOSB Vendor (Company Name and D/B/A):  
 \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Print Name: Ray Arias  
 Title: Managing Partner  
 Date: 09/08/2016

# Unified Certification Program - Search

**Contractor Details**

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

Print

**TranSmart  
Technologies, Inc.**

Jing (Connie) Li  
15 Ellis Potter Court  
Madison, WI 53711-  
2456

**Email:** [connie@trafficonline.com](mailto:connie@trafficonline.com)

**Phone:** 608-273-4740

**Fax:** 608-273-4783

**County:** Dane

**Categories:** Architecture\Engineering, Professional

**NAICS**

NAICS Code: 541330  
INTELLEAGENT  
TRANSPORTATION  
SYSTEMS (ITS), TRAFFIC  
ENGINEERING, HIGHWAY  
ENGINEERING,  
TRANSPORTATION  
PLANNING, TRANSIT  
SYSTEMS,  
ENVIRONMENTAL  
ASSESSMENT,  
GEOGRAPHIC  
INFORMATION SYSTEM  
(GIS), COMPUTER AIDED  
DESIGN (CAD),  
INFORMATION  
TECHNOLOGY

**Speciality**

NAICS Code: 541330  
INTELLEAGENT  
TRANSPORTATION  
SYSTEMS (ITS), TRAFFIC  
ENGINEERING, HIGHWAY  
ENGINEERING,  
TRANSPORTATION  
PLANNING, TRANSIT  
SYSTEMS,  
ENVIRONMENTAL  
ASSESSMENT,  
GEOGRAPHIC  
INFORMATION SYSTEM  
(GIS), COMPUTER AIDED  
DESIGN (CAD),  
INFORMATION  
TECHNOLOGY



**Vendor Information**CLOSE WINDOW [Print](#)**Business & Contact Information**

Business Name **TranSmart Technologies, Inc.**  
 Owner **Ms. Jing Connie Li**  
 Address **15 Ellis Potter Court**  
 > [Map This Address](#) **Madison, WI 53711**  
 Phone **608-268-3911**  
 Fax **608-273-4783**  
 Email **[CLI@TRAFFICONLINE.COM](mailto:CLI@TRAFFICONLINE.COM)**  
 Website **<http://www.transmartinc.com>**  
 Ethnicity **Asian American**  
 Gender **Female**

**Certification Information**

Certifying Agency **State of Illinois Central Management Services**  
 Certification Type **WMBE - Women/Minority Business Enterprise**  
 Renewal Date **5/20/2017**  
 Expiration Date **5/20/2017**  
 Certified Business Description

**Commodity Codes**

Code	Description
NIGP 20429	Data/File Security Hardware/Software, to Include Encryption
NIGP 20529	Data/File Security Hardware/Software, to Include Encryption, Environmentally Certified Products
NIGP 20540	Networks, Local Area (Lan)
NIGP 20547	Integrated Hardware-Software I,T, Solution (Microcomputer), Environmentally Certified Products
NIGP 20655	Integrated Hardware-Software I,T, Solution (Mini/Mainframe Computer)
NIGP 20900	COMPUTER SOFTWARE FOR MINI AND MAINFRAME
NIGP 91800	CONSULTING SERVICES
NIGP 91871	IT Consulting
NIGP 95296	Urban and Regional Development Services
NIGP 96217	Bus, Taxi, Limousines and Van Transportation Services, Including Operations, Management, and Terminal Services (Inactive, please see commodity code 961-13 effective January 1, 2016)

**Additional Information**

Region **Out-of-State**  
 Reciprocal Certification Agency **Pace**



**Vendor Information**CLOSE WINDOW [Print](#)**Business & Contact Information**

Business Name **Arias Information Solutions, Llc**  
 Owner **Ray Arias**  
 Address **3233 N. Arlington Heights Rd. Suite 201**  
 > [Map This Address](#) **Arlington Heights, IL 60004**  
 Phone **847-340-8307**  
 Fax **312-928-0654**  
 Email **[rarias@ariasis.com](mailto:rarias@ariasis.com)**  
 Website **<http://www.ariasis.com>**  
 Ethnicity **Hispanic**  
 Gender **Male**  
 County **Cook (IL)**

**Certification Information**

Certifying Agency **State of Illinois Central Management Services**  
 Certification Type **VOSB - Veteran Owned Small Business**  
 Renewal Date **8/8/2017**  
 Expiration Date **8/8/2017**  
 Certified Business Description

**Commodity Codes**

Code	Description
NIGP 20416	Chips: Accelerator, Graphics, Math Co-Processor, Memory (RAM and ROM), Network, SIMMS, etc.
NIGP 20429	Data/File Security Hardware/Software, to Include Encryption
NIGP 20447	Integrated Hardware-Software I,T, Solution (Microcomputer)
NIGP 20453	Microcomputers, Desktop or Tower based
NIGP 20491	Servers, Microcomputer (Application, Database, File, Mail, Network, Web, etc)
NIGP 20529	Data/File Security Hardware/Software, to Include Encryption, Environmentally Certified Products
NIGP 20540	Networks, Local Area (Lan)
NIGP 20547	Integrated Hardware-Software I,T, Solution (Microcomputer), Environmentally Certified Products
NIGP 20591	Servers, Microcomputer (Application, Database, File, Mail, Network, Web, etc), Environmentally Certified Products
NIGP 20600	COMPUTER HARDWARE AND PERIPHERALS FOR MINI
NIGP 20655	Integrated Hardware-Software I,T, Solution (Mini/Mainframe Computer)
NIGP 20800	COMPUTER SOFTWARE FOR MICROCOMPUTERS
NIGP 20820	Business Software, Misc.: Agenda, Labels, Mail List, Planning, Scheduling, etc., Microcomputer

NIGP 20900	COMPUTER SOFTWARE FOR MINI AND MAINFRAME
NIGP 20987	Software, Mini/Mainframe Computer (Not Otherwise Classified)
NIGP 91800	CONSULTING SERVICES
NIGP 92021	Data Entry Services
NIGP 92040	Programming Services, Computer (Including Mobile Device Applications)
NIGP 92047	Support Services, Computer (Includes Computer Warranties)

**Additional Information**

Reciprocal Certification Agency	<b>CVE</b>
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RR-16-9194

## OFFICE OF THE ILLINOIS SECRETARY OF STATE

**JESSE WHITE**  
SECRETARY OF STATE



## CORPORATION FILE DETAIL REPORT

File Number	20843454		
Entity Name	PARSONS TRANSPORTATION GROUP INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	12/23/1929	State	ILLINOIS
Agent Name	C T CORPORATION SYSTEM	Agent Change Date	03/18/1992
Agent Street Address	208 SO LASALLE ST, SUITE 814	President Name & Address	MICHAEL W JOHNSON 2420 LAKEMONT AVE STE 450 ORLANDO FL 32814
Agent City	CHICAGO	Secretary Name & Address	CLYDE E ELLIS, JR 100 M STREET SE WASHINGTON, DC 20003
Agent Zip	60604	Duration Date	PERPETUAL
Annual Report Filing Date	01/19/2017	For Year	2016
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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## OTHER SERVICES

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[Articles of Amendment Effecting A Name Change](#)
[Change of Registered Agent and/or Registered Office Address](#)
[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](http://www.ilsos.gov/cyberdriveillinois.com)

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:55 04/17/17

ACTION: S

Parsons Transportation Group, Inc

VENDOR NUMBER= \*\*\*\*\*

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 04/17/17 AT 07:57 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\* 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-16-9194

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:58 04/17/17

ACTION: S

TransSmart Technologies, Inc.

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 04/17/17 AT 07:58 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

RR-16-9194

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:59 04/17/17

ACTION: S

Arias Information Solutions, LLC

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 04/17/17 AT 08:06 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



## DESIGN SECTION ENGINEER AGREEMENT

The Board of Directors, on the 27<sup>th</sup> day of April , 2017, authorized this AGREEMENT to be entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and **PARSONS TRANSPORTATION GROUP, INC.**, a corporation authorized and existing within the laws of the State of Illinois, hereinafter referred to as "DESIGN SECTION ENGINEER".

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

WHEREAS, the DESIGN SECTION ENGINEER has submitted a proposal dated **March 31, 2017** to provide design section engineering services for Contract No. **RR-16-9194** for **ITS Maintenance and Network Deployment Guidance and Support Management Contract - Systemwide**; and

WHEREAS, DESIGN SECTION ENGINEER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 16-3, Item 5**, 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-16-9194** for **ITS Maintenance and Network Deployment Guidance and Support Management Contract - Systemwide** in accordance with the requirements and terms of this Agreement and the proposal from the DESIGN SECTION ENGINEER of **March 31, 2017**, 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 in effect at the date of contract execution, and as revised thereafter.

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

## ARTICLE II

### Time of Performance

Upon receipt of Notice to Proceed authorized by the Chief Engineering Officer of the TOLLWAY, the DESIGN SECTION ENGINEER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or April 28, 2017** and ending **April 27, 2027**, in accordance with the schedule included in the attached proposal.

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

## ARTICLE III

### Compensation

The DESIGN SECTION ENGINEER shall perform all engineering design services as required herein, and the TOLLWAY shall pay the DESIGN SECTION ENGINEER as compensation therefor, the DESIGN SECTION ENGINEER'S actual payroll cost times a multiplier of **2.5000** and certain direct expenses (as shown in Exhibit "1") with an upper limit of compensation of **Six Million Dollars and No Cents (\$6,000,000.00)**. If, in the opinion of the DESIGN SECTION ENGINEER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the DESIGN SECTION ENGINEER shall promptly notify the Chief Engineering Officer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineering Officer. The DESIGN SECTION ENGINEER shall ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XIX.

## ARTICLE IV

### Scope of the Service

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

below the total estimated fee (Upper Limit of Compensation) established for this contract, and that only upon receipt of correspondence modifying the established scope of services for this contract from the Chief Engineering Officer, will any portion of the 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, Inc.** consents to the exclusive jurisdiction and venue of the courts located in DuPage County, State of Illinois.

### Confidentiality

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

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

SECTION ENGINEER without the use or benefit of the TOLLWAY's confidential information.

## ARTICLE VI

### Responsibility for Injuries and Damages

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

## ARTICLE VII

### Insurance

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

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

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



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

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

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

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

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

## ARTICLE VIII

### Ownership of Documents

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

## ARTICLE IX

### Financial Statement

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

## ARTICLE X

### Successors and Assigns

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

## ARTICLE XI

### Subcontractors

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

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

## ARTICLE XII

### Suspension

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

## ARTICLE XIII

### Termination

#### A. Termination Without Cause

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

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

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

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

- a. Actual payroll cost for services properly performed prior to the effective date of termination, times a multiplier of **2.5000**;
- b. Actual reimbursable direct expenses incurred prior to the effective date of termination;
- c. Actual payroll cost times a multiplier of **2.5000** for any wind-up services after the effective date of termination as directed to be performed by the Chief Engineering Officer of the TOLLWAY;
- d. Actual reimbursable direct expenses incurred for any wind-up services after the effective date of termination as directed to be performed by the Chief Engineering Officer of the TOLLWAY;

#### B. Termination for Cause

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

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



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

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

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

- a. Actual payroll cost for services properly performed prior to the effective date of termination, times a multiplier of **2.5000**;
- 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, Inc., 650 Algonquin Rd, Suite 400, Schaumburg, Illinois 60173**, or to the Chief Engineering Officer at 2700 Ogden Avenue, Downers Grove, Illinois 60515. Either party may change the place to which notices hereunder may be addressed by written notice to the other party at any time or times.

## ARTICLE XVII

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

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

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

## ARTICLE XVIII

### Miscellaneous

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

## ARTICLE XIX

### Inspector General

The Vendor/Contractor hereby acknowledges that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5) the Inspector General of the Illinois State Toll Highway Authority has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The Vendor/Contractor will fully cooperate in any OIG investigation or review.



Cooperation includes providing access to all information and documentation related to the goods/services described in this Agreement, and disclosing and making available all personnel involved or connected with these goods/services or having knowledge of these goods/services. All subcontracts must inform Subcontractors of this provision and their duty to comply.

## ARTICLE XX

### Engineer Selection Process

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

## ARTICLE XXI

### Report of a Change in Circumstances

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT RR-16-9194 the day and year first above written.

THE ILLINOIS STATE TOLL  
HIGHWAY AUTHORITY


PARSONS TRANSPORTATION  
GROUP, INC.

By  ed/7/17  
Chair/Executive Director - Signature Date  
Robert Schillerstrom/Greg Bedalov


 4/21/2017  
Date

JOSEPH BRAHM  
Printed Name as Signed Above


APPROVED:

 6/2/17  
Chief of Finance - Signature Date  
Michael Colsch

APPROVED:

 5/24/17  
ACTING General Counsel - Signature Date  
ELIZABETH N.S. OPLAWSKI

Approved as to Form and Constitutionality

 5-23-2017  
Attorney General, State of Illinois - Robert Lane - Signature Date

## DESIGN SECTION ENGINEER PROPOSAL

### FOR CONTRACT NUMBER RR-16-9194

This proposal, dated March 31, 2017, is submitted by Parsons Transportation Group, Inc. of Schaumburg, IL for Design Section Engineer's Service.

#### DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract RR-16-9194 for which we propose to provide Design Section Engineering Services is ITS Maintenance and Network Deployment Guidance and Support Management System-wide, in Dupage County (Counties), Illinois.

#### SCOPE OF DESIGN SECTION ENGINEERING SERVICES

Design Engineering Services following selection from PSB 16-3, 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 2016 (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 2.50 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 Engineering Officer of the TOLLWAY prior to reimbursement. Premium portions of overtime and Reimbursable Direct Costs will be reimbursed upon presentation of appropriate documentation.

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

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

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

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

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

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

**MAXIMUM ALLOWABLE FEE** - The upper limit of compensation to the DESIGN SECTION ENGINEER, for all costs, shall be \$ 6,000,000.00 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all Engineering Services for all items of work included in the Scope of Design Section Engineering Services (Exhibit F). If potential additional services have been identified in the scope of work (Exhibit F), it is understood that these services may not be requested by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the DESIGN SECTION ENGINEER, Exhibits A-H (Cont) must be submitted by the DESIGN SECTION ENGINEER for the TOLLWAY's approval prior to commencement of the work.

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

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

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

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

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

**PROJECT STATUS EVALUATION** - It will be the DESIGN SECTION ENGINEER's responsibility, when the total monies due the DESIGN SECTION ENGINEER approach 50% of the Total Contract Fee, to review the work accomplished and the work remaining, as well as the project schedule. The DESIGN SECTION ENGINEER shall then furnish the Chief Engineering Officer of the TOLLWAY with a written copy of 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 31<sup>st</sup> must be submitted to the TOLLWAY no later than February 28<sup>th</sup> of the subsequent year. The DESIGN SECTION ENGINEER expressly acknowledges that the TOLLWAY, at its discretion, reserves the right not to honor any delinquent INVOICE if the DESIGN SECTION ENGINEER fails to obtain prior written approval from the Chief Engineering

Officer for an alternative INVOICE submission date. DESIGN SECTION ENGINEER will request such approval or an INVOICE submittal extension no later than February 15<sup>th</sup>.

**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-16-9194**

**SUBMITTED BY:**

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

**ADDRESS:** 650 E. Algonquin Rd, Suite 400

**CITY, STATE &  
ZIP CODE:** Schaumburg, IL 60173

**TELEPHONE:** 847-925-0120

**FACSIMILE:** 847-925-0140

**SIGNED BY:**



*[Handwritten signature]*

**PRINTED NAME:** Bini William

**TITLE:** Project Manager

## EXHIBIT F

### CONTRACT RR-16-9194

(Parsons Transportation Group, Inc.)

#### SCOPE OF SERVICES

1. Capital Program Management - Manage the Tollway's ITS maintenance and network program which includes, but is not limited to:

- Meet the Tollways field and network device uptime for new capital ITS deployments
- Recommend and implement preventative maintenance plan
- Provide accurate monthly progress reports o Technician efficiency (internal/external)
- o Device Up Time
- o Daily schedules
- Provide and adhere to a Quality Assurance / Quality Control Program
- Conduct regularly scheduled project status meetings
- Device configuration and installation:
  - o ITS Devices
  - o Network Devices
  - Plan review requests (Design, Construction, Configuration, Installation) to ensure system is maintainable
  - Coordination with internal / external Tollway groups:
    - o ITS Unit
    - o Engineering Department
    - o IT Department
    - o Business Systems
    - o System Integrator
    - o Construction Managers
    - o Designers
    - o Maintenance Contractor

2. Device Configuration –

- Meet the Tollways field device functional uptime requirements on a 24/7/365 basis.
- Provide real-time status of all ITS field devices as part of capital.
- Coordinate with contractors/vendors
- Configure various ITS devices for field deployment.
- Attend various internal and external stakeholder meetings
- Review designs, specifications, estimates and test plans

3. Network Configuration for Capital ITS–

- Meet the Tollway's networking device functional uptime requirements on a 24/7/365 basis.
- Provide real-time status of all network devices.

Rev. 3/1/2017

EXHIBIT "1"

PAGE \_\_\_\_\_ OF EXHIBIT "1"

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- Coordinate with contractors/vendors
- Configure various network devices for field deployment.
- Provide initial trouble ticket triage at the CA office
- Install and commission field networking hardware.
- Attend various internal and external stakeholder meetings
- Review designs, specifications and test plans
- Coordination with Tollway's IT department

**EXHIBIT G**

**CONTRACT RR-16-9194**

**(Parsons Transportation Group, Inc.)**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
I-88 (RR-13-4116)	I-88 Construction	\$3,348,579.00	\$260,000.00	7/1/2017
I-90 (I-14-4194)	I-90 and systemwide CM	\$5,000,000.00	\$1,120,000.00	7/1/2018
I-294 (RR-14-4224)	Roadway study	\$5,911,285.00	\$1,511,123.00	12/31/2017
13-0074TIMS	Maintenance and Enhancement	\$8,534,822.00	\$4,500,000.00	7/21/2019

**ILLINOIS TOLLWAY CONTRACT NO.:**

**RR-16-9194**

**CONTRACTOR (NAME):**

**Parsons Transportation Group Inc.**

**1. PAYMENT TERMS AND CONDITIONS:**

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

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

**3. AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant to the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of five years from the later of the date of final

payment under the contract or completion of the contract, and by the subcontractor for a period of five years from the later of final payment under the term or completion of the subcontract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, the Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

4. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
5. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
6. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
7. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
8. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
9. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their directors, agencies, officers, employees, agents and volunteers from any and all costs, demands,



expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

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

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

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

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

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 **Agents and Employees:**

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

25.1.2 **Publicity:**

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

25.1.3 **Third Party Beneficiaries:**

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

25.1.4 **Successors In Interest:**

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

25.1.5 **Venue:**

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

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

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

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

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

**25.3 VENDOR SUPPLEMENTAL PROVISIONS**

Vendor Supplemental Provisions:

**STATE OF ILLINOIS**  
**SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS**

**Parsons Transportation Group Inc.** agrees with the terms and conditions set forth in the Professional Services Bulletin, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

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

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

Agreed: Parsons Transportation Group Inc.	Agreed:
By: Richard A. Hill	By:
Signed: <span style="background-color: black; color: black;">[REDACTED]</span>	Signed:
Position: Vice President	Position:
Date: April 14, 2017	Date:



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

**Date:** April 14, 2017 **Project Number:** RR-16-9194

**Project Name:** ITS Maintenance and Network Deployment Guidance and Support Management Contract – Systemwide

**DELINQUENT DEBT REVIEW**

**CONTRACTOR/CONSULTANT**

Sub-Consultant Disclosure.

Will you be using any sub-consultants?  Yes  No

If yes, you must identify below, to the extent the information is known, the names, addresses and type of work all Sub-Consultants you will be using in the performance of this Contract, together with the anticipated percentage each is expected to receive pursuant to this Contract. The State may request updated information at any time. For purposes of this section Sub-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 sub-contractor/consultant certifications as shown on the Standard Sub-contractor Certification form available from the State.

Delinquent Payment. The Sub-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.

**Consultant:** Parsons Transportation Group Inc.  
10 S. Riverside Plaza, Suite 400, Chicago, Illinois 60606

**Federal Employment Identification Number (FEIN)** 36-0982270

**E-Mail:** Richard.Hill@parsons.com

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

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

<u>Sub-Consultant(s)</u>	<u>Sub-Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Percentage of Contract (to extent known)</u>
TranSmart Technologies Inc.	[REDACTED]	10 S. Riverside Plaza, Suite 875, Chicago, IL 60606	ITS equipment maintenance investigations and ticket management	\$1,380,000
Arias Information Solutions LLC	[REDACTED]	3233 N. Arlington Heights Road, Suite 201, Arlington Heights, IL 60004	ITS Asset Management	\$90,000

**Signature:** [REDACTED]

**Date:** April 14, 2017

**Printed Name:** Richard A. Hill



**STATE OF ILLINOIS  
TAXPAYER IDENTIFICATION NUMBER**

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I certify that:

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

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

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

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

Name:

Business Name: Parsons Transportation Group Inc.

Taxpayer Identification Number:

Social Security Number: [Click here to enter text.](#)

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<br>medical and/or health care services                | <input type="checkbox"/> Limited Liability Company<br>(select applicable tax classification) |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | <input type="checkbox"/> C = corporation   |
|   | <input type="checkbox"/> P = partnership   |

Signature of Authorized Representative: \_\_\_\_\_

Date: April 14, 2017

**STATE OF ILLINOIS  
FORMS A**

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

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

Vendor Name: Parsons Transportation Group, Inc.	Phone: 312.930.5237
Street Address: 10 S. Riverside Plaza, Suite 400	Email: Richard.Hill@parsons.com
City, State Zip: Chicago, IL 60606	Vendor Contact: Richard A. Hill

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

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

# OUTLINE

## FORMS A

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

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

**STATE OF ILLINOIS  
BUSINESS AND DIRECTORY INFORMATION**

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- 1.1. Name of Business (official name and DBA)  
Parsons Transportation Group Inc.
- 1.2. Business Headquarters (address, phone and fax)  
100 M Street, SE  
Washington, DC 20003  
202.775.3300; 202.775.6005
- 1.3. If a Division or Subsidiary of another organization provide the name and address of the parent  
Parsons Corporation, 100 W. Walnut Street, Pasadena, CA 91124
- 1.4. Billing Address  
10 S. Riverside Plaza, Suite 400  
Chicago, IL 60606
- 1.5. Name of Chief Executive Officer  
Michael Johnson
- 1.6. Company Web Site Address  
www.parsons.com
- 1.7. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below)  
S Corporation
- 1.8. Length of time in business  
85 years
- 1.9. Annual Sales for Offeror's most recently completed fiscal year  
\$1 Billion
- 1.10. Show number of full-time employees, on average, during the most recent fiscal year  
1,700 Domestically
- 1.11. Is your company at least 51% owned and controlled by individuals in one of the following categories? If "Yes," please check the category that applies:
- 1.11.1. Minority (30 ILCS 575/2(A)(1) & (3))  Yes

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

**STATE OF ILLINOIS**  
**ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER**

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

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

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

IDHR Public Contracts Number: 110679-00 Expiration Date: January 7, 2021.

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



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


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

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

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

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

File Number 776-383-1

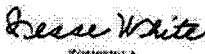



*To all to whom these Presents Shall Come, Greeting:*

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

XYZ CONSULTING, INC. INCORPORATED IN GEORGIA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JANUARY 20, 2011, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES AND AS OF THIS DATE IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

*In Testimony Whereof, I thereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 17TH *day of* JUNE *A.D.* 2011

  
Jesse White  
Secretary of State





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

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

PARSONS TRANSPORTATION GROUP INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 23, 1929, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 13TH day of APRIL A.D. 2017 .***

*Jesse White*

SECRETARY OF STATE

## STATE OF ILLINOIS STANDARD CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

## STATE OF ILLINOIS STANDARD CERTIFICATIONS

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

**STATE OF ILLINOIS  
STANDARD CERTIFICATIONS**

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- 4.15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
- 4.16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
- 4.17. Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500\50-38.
- 4.18. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
- 4.19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
- 4.20. Drug Free Workplace
- 4.20.1. If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
- 4.20.2. If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
- 4.21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
- 4.22. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
- 4.23. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
- 4.24. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
- 4.25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
- 4.26. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.

**STATE OF ILLINOIS  
STANDARD CERTIFICATIONS**

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

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

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

or

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

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

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

- A.  Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.
- B.  Vendor certifies that it is a legal entity, and was authorized to transact business or conduct affairs in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

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

State of Illinois Chief Procurement Office General Services  
IFB or RFP Solicitation: Forms A: Standard Certifications  
V.15.2a

10



## STATE OF ILLINOIS STANDARD CERTIFICATIONS

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

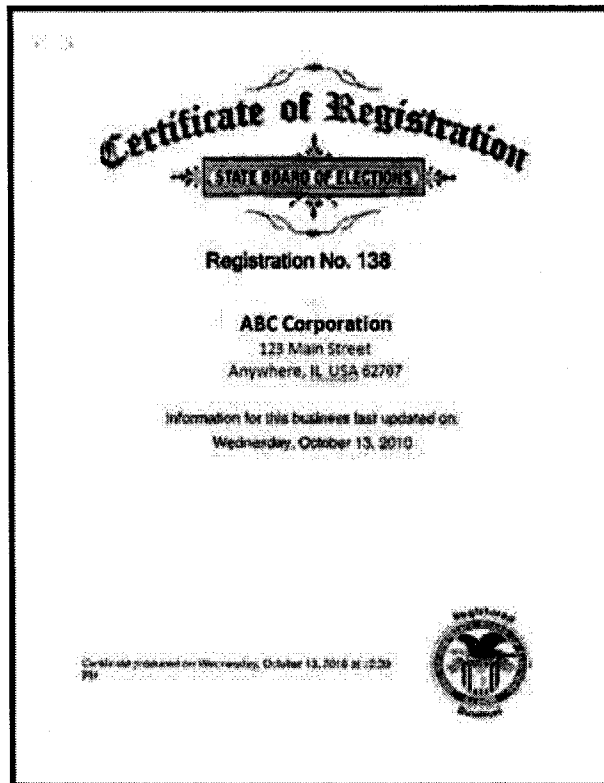
**STATE OF ILLINOIS  
STATE BOARD OF ELECTIONS**

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

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

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



# Certificate of Registration



**Registration No. 10987**

## **Parsons Transportation Group Inc.**

10 S. Riverside, Suite 400

Attn: Tim Weber

Chicago IL 60606

Information for this business last updated on:

Friday, March 31, 2017

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



EXHIBIT "1"  
Page 35 of 234

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

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

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

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

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

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

Not applicable.

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

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

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

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

**This disclosure is submitted for:**

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

Project Name	ITS Maintenance and Network Deployment Guidance and Support Management Contract – Systemwide
Illinois Procurement Bulletin Number	22039296
Contract Number	RR-16-9194
Vendor Name	Parsons Transportation Group Inc.
Doing Business As (DBA)	Click here to enter text.
Disclosing Entity	Parsons Transportation Group Inc.
Disclosing Entity's Parent Entity	Parsons Corporation
Subcontractor	N/A
Instrument of Ownership or Beneficial Interest	Choose an item. <input checked="" type="checkbox"/> If you selected Other, please describe: Subchapter S Corp., Parsons Corporation

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 1

### SUPPORTING DOCUMENTATION SUBMITTAL

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

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

Option 1 – Publicly Traded Entities

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

OR

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

Option 2 – Privately Held Entities with more than 100 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.



**FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS**

**STEP 2**

**DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**

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

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

**OPTION A – Ownership Share and Distributive Income**

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

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

<b>TABLE – X</b>			
<b>Name</b>	<b>Address</b>	<b>Percentage of Ownership</b>	<b>\$ Value of Ownership</b>
Parsons Corporation	100 W. Walnut St., Pasadena, CA 91124	100%	N/A
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

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

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

<b>TABLE – Y</b>			
<b>Name</b>	<b>Address</b>	<b>% of Distributive Income</b>	<b>\$ Value of Distributive Income</b>
Parsons Corporation	100 W. Walnut St., Pasadena, CA 91124	100%	N/A
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS**

Please certify that the following statements are true.

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

Yes  No

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

Yes  No

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

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

TABLE – Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

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

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

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

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

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

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 4

#### PROHIBITED CONFLICTS OF INTEREST

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

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

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

### STEP 5

#### POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

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

Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

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

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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

### STEP 6

#### EXPLANATION OF AFFIRMATIVE RESPONSES

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

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

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

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

**STEP 7**  
**POTENTIAL CONFLICTS OF INTEREST**  
**RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

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

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

Please provide the name of the person or entity for which responses are provided: Parsons Transportation Group Inc.

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

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. Like any other global engineering and consulting organization, Parsons may become involved in litigation from time to time. Parsons carries insurance coverage in amounts sufficient to satisfy the requirements of its contractual obligations and to address claims that may be brought against Parsons. Parsons consistently works with its clients to address concerns related to any given project and, thus, attempts to avoid litigation whenever possible. Although Parsons may be included in legal proceedings from time to time, there are currently no proceedings pending against the company that would be considered to have a material adverse effect upon its financial position or operations.

**STEP 8**  
**DISCLOSURE OF CURRENT AND PENDING CONTRACTS**

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

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

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS**

Yes  No.

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

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
See attachment	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Please explain the procurement relationship: Vendor

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

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

Name of Disclosing Entity: Parsons Transportation Group Inc.

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

Date: April 14, 2017

Printed Name: Richard A. Hill

Title: Vice President

Phone Number: 312.930.5237

Email Address: Richard.Hill@parsons.com



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

April 14, 2017

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
IDOT	Various Routes-Phase I Program Management	Active	\$5,761,356	P-91-354-07; PTB 145-05
IDOT	U.S. 52 Phase I/II Design Services for Mississippi River bridge/approaches	Active	\$9,178,943	P-92-001-11 & D-92-001-11; PTB 158-018
IDOT	U.S. 45 Millburn Bypass Phase II Design Services	Active	\$1,252,016	D91-424-12; PTB 164-04
IDOT	CREATE Environmental Services Task Order	Active	\$750,000	P-30-002-14, PTB 169-044
IDOT	Chain of Rocks Phase I	Active	\$595,832	P-30-004-15, PTB 174-015
IDOT	Various SCAT Projects	Active	\$3,150,000	PTB 157-017, PTB 170-006, PTB 173-004, and PTB 178-003
IDOT	ITS Subcontracts	Active	\$494,394	HPR-66-001-14, PTB 169-043
IDOT	Two construction management projects, one various/various Phase I/II project	Selection Pending	\$1,000,000 (estimated)	PTB 183
Illinois Tollway	I-88 Roadway Reconstruction, York Rd to I-290 Phase II	Active	\$3,348,579	RR-13-4116, PSB 13-2 Item 1
Illinois Tollway	I-90 and Systemwide, Construction Management Services Upon Request	Active	\$5,000,000	I-14-4194, PSB 14-1 Item 9
Illinois Tollway	Design Upon Request, Systemwide	Active	\$374,528	RR-14-5703, PSB 14-3 Item 5
Illinois Tollway	Roadway Study, Tri-State Tollway, Cermak To Balmoral	Active	\$5,911,285	RR-14-4224, PSB 14-3 Item 4
Illinois Tollway	TIMS Maintenance	Active	\$8,534,822	RR-14-9156
Illinois Tollway	ITS Maintenance and Network Deployment Guidance and Support Management System-wide	Negotiations	\$6,000,000	RR-16-9194, PSB 16-3 Item 5

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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

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

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

**This disclosure is submitted for:**

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

Project Name	ITS Maintenance and Network Deployment Guidance and Support Management Contract – Systemwide
Illinois Procurement Bulletin Number	22039296
Contract Number	RR-16-9194
Vendor Name	Parsons Transportation Group Inc.
Doing Business As (DBA)	Click here to enter text.
Disclosing Entity	Parsons Corporation
Disclosing Entity's Parent Entity	Parsons Corporation Employee Stock Ownership Plan Trust
Subcontractor	N/A
Instrument of Ownership or Beneficial Interest	Choose an item. <input checked="" type="checkbox"/> If you selected Other, please describe: Corporate Stock (S-Corporation)

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

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

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

Option 1 – Publicly Traded Entities

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

OR

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

Option 2 – Privately Held Entities with more than 100 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS**

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

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

**OPTION A – Ownership Share and Distributive Income**

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

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

<b>TABLE – X</b>			
<b>Name</b>	<b>Address</b>	<b>Percentage of Ownership</b>	<b>\$ Value of Ownership</b>
Parsons Corporation Employee Stock Ownership Plan Trust	100 W. Walnut St., Pasadena, CA 91124	100%	N/A
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

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

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

<b>TABLE – Y</b>			
<b>Name</b>	<b>Address</b>	<b>% of Distributive Income</b>	<b>\$ Value of Distributive Income</b>
Not applicable		No Distributive Income	N/A
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS**

Please certify that the following statements are true.

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

Yes  No

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

Yes  No

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

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

TABLE – Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

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

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

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

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

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

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 4

#### PROHIBITED CONFLICTS OF INTEREST

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

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

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

### STEP 5

#### POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

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

Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

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

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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

### STEP 6

#### EXPLANATION OF AFFIRMATIVE RESPONSES

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

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



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

**STEP 7  
POTENTIAL CONFLICTS OF INTEREST  
RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

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

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

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

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

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

**STEP 8  
DISCLOSURE OF CURRENT AND PENDING CONTRACTS**

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

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

Yes  No.

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

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS**

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Please explain the procurement relationship

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

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

Name of Disclosing Entity: Parsons Corporation

Signature: 

Date: April 14, 2017

Printed Name: Ashay V. Dalvi

Title: Vice President & Corporate Controller

Phone Number: 626.440.3084

Email Address: Ashay.Dalvi@parsons.com

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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

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

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

**This disclosure is submitted for:**

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

Project Name	ITS Maintenance and Network Deployment Guidance and Support Management Contract – Systemwide
Illinois Procurement Bulletin Number	22039296
Contract Number	RR-16-9194
Vendor Name	Parsons Transportation Group Inc.
Doing Business As (DBA)	Click here to enter text.
Disclosing Entity	Parsons Corporation Employee Stock Ownership Plan Trust
Disclosing Entity's Parent Entity	N/A
Subcontractor	Click here to enter text.
Instrument of Ownership or Beneficial Interest	Choose an item. <input checked="" type="checkbox"/> If you selected Other, please describe: ESOP Trust

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 1

### SUPPORTING DOCUMENTATION SUBMITTAL

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

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

Option 1 – Publicly Traded Entities

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

OR

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

Option 2 – Privately Held Entities with more than 100 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- Skip to Step 3.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS**

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

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

**OPTION A – Ownership Share and Distributive Income**

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

Check here if including an attachment with requested information in a format substantially similar to the format below. **No individuals have a percentage of ownership that exceeds 5% or a dollar value of ownership that exceeds \$106,447.20. See attachment.**

<b>TABLE – X</b>			
<b>Name</b>	<b>Address</b>	<b>Percentage of Ownership</b>	<b>\$ Value of Ownership</b>
Click here to enter text.			Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

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

Check here if including an attachment with requested information in a format substantially similar to the format below. **No individuals have a percentage of ownership that exceeds 5% or a dollar value of ownership that exceeds \$106,447.20. See attachment.**

<b>TABLE – Y</b>			
<b>Name</b>	<b>Address</b>	<b>% of Distributive Income</b>	<b>\$ Value of Distributive Income</b>
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

April 14, 2017

RE: RR-16-9194-ITS Maintenance and Network Deployment Guidance and  
Support Management Contract-Systemwide  
State of Illinois - Financial Disclosures and Conflicts of Interest Forms

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

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

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

First, it should be stated that PTG is 100% owned by Parsons Corporation. In determining the sufficiency of the Parsons Submittal in respect of the ownership of Parsons Corporation, we point to the previously disclosed fact that 100% of the shares of Parsons Corporation are held in the Parsons Corporation Employee Stock Ownership Trust (the "Trust") by a single shareholder/trustee, 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 in supporting the specific requirements of the Procurement Code, we would also point out that the Parsons Corporation stock in the Trust, which is acquired by way of a contribution by Parsons Corporation to the Trust, is held for the benefit of current and former employees of Parsons Corporation and its subsidiaries who are participants (the "Participants") in the Parsons Corporation Employee Stock Ownership Plan ("ESOP"). As of February 28, 2017, there were 17,165 ESOP Participants, none of whom has a participation interest greater than one-tenth of one percent.

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

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

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



*Johh C.L. Guyer*  
Johh C.L. Guyer  
Vice President and Associate General Counsel  
Parsons Transportation Group Inc.



**FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS**

Please certify that the following statements are true.

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

Yes  No

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

Yes  No

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

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

TABLE – Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

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

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

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

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

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

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 4

#### PROHIBITED CONFLICTS OF INTEREST

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

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

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

### STEP 5

#### POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

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

Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

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

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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

### STEP 6

#### EXPLANATION OF AFFIRMATIVE RESPONSES

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

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

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

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

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

Please provide the name of the person or entity for which responses are provided: Parsons Corporation Employee Stock Ownership Plan Trust

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

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

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

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

Yes  No.

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

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

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

See attachment	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
----------------	---------------------------	---------------------------	---------------------------	---------------------------

Please explain the procurement relationship

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

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

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

Signature: 

Date: April 14, 2017

Printed Name: Ashay V. Dalvi

Title: Vice President & Corporate Controller

Phone Number: 626.440.3084

Email Address: Ashay.Dalvi@parsons.com



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/20/2017

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		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):	
INSURED Parsons Transportation Group Inc.  100 M Street SE, Suite 1200  Washington, DC 20003-3515		INSURER(S) AFFORDING COVERAGE	
		INSURER A: NATIONAL UNION FIRE INS CO OF PITTS	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: 49651446**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GL17587105	01/01/17	01/01/18	EACH OCCURRENCE \$ 1,500,000 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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CA3194526 (MA) CA3194527 (AOS)	01/01/17 01/01/17	01/01/18 01/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	11665435	01/01/17	01/01/18	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input checked="" type="checkbox"/>	WC014629402 (CA) WC014629400 (MA/WI) WC014629399 (FL) WC014629401 (AOS)	01/01/17 01/01/17 01/01/17 01/01/17	01/01/18 01/01/18 01/01/18 01/01/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<input checked="" type="checkbox"/> ARCHITECTS & ENGINEERS <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY			11665420	01/01/17	01/01/18	PER CLAIM 1,500,000 IN AGGREGATE 3,000,000

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

RE: Job No. TBD - Professional Engineering Services.  
See attached special clauses and endorsements.

**CERTIFICATE HOLDER**

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

USA

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)  
Lockton-HA2  
49651446

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EXHIBIT "1"

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**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 01/01/2017 forms a part of

Policy No. CA3194527 (AOS) issued to PARSONS CORPORATION  
CA3194526 (MA)

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

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

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

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED

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

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

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

87950 (09/14)

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

**ENDORSEMENT**

Insurance Primary as to Certain Additional Insureds

This endorsement, effective 12:01 A.M. 01/01/2017 forms a part of

Policy No. CA3194527 (AOS) issued to: PARSONS CORPORATION  
CA3194526 (MA)

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



POLICY NUMBER: CA3194527 (AOS)  
CA3194526 (MA)

COMMERCIAL AUTO  
CA 04 44 10 13

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

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured: Parsons Corporation</b>
<b>Endorsement Effective Date: 01/01/2017</b>

### **SCHEDULE**

<b>Name(s) Of Person(s) Or Organization(s):</b>
---

Any person or organization for whom the Named Insured is required to provide a waiver

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)  
Endorsement Effective 01/01/17 Policy No. WC014629401(AOS) Endorsement No.  
Insured: Parsons Transportation Group Inc. Premium \$  
Company: INSURANCE CO OF THE STATE OF PA Countersigned By

WC 00 03 13  
(Ed. 4-84)



**POLICY NUMBER:** GL17587105

**COMMERCIAL GENERAL LIABILITY  
CG 24 04 10 93**

**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:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Person or Organization:** Illinois State Toll Highway Authority

2700 Ogden Avenue

Downers Grove, IL 60515

USA

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

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

**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 written agreement or 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 written agreement or 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  
04/20/2017

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.

### Contractual Liability:

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

### Primary Insurance:

Where required by contract and where applicable, the insurance evidenced herein is primary and non-contributing to valid and collectible coverage maintained by the Certificate Holder.

### Excess Liability:

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

### Cancellation Notice:

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

Contract No.: RR-16-9194  
**CAPITAL + M&O**

Consultant: Parsons Transportation Group Inc.

**EXHIBIT B: FEE CALCULATIONS**

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

Cap 2.5 Mult.	<u>7,668.00</u> (Total Work Hours from Exhibit C-2)	\$ <u>57.70</u> (Average Hourly Rate: Total Direct Salary divided by Total Work Hours)	TOTAL DIRECT SALARY \$ <u>442,443.60</u>
Cap 2.8 Mult.	<u>                    </u> (Total Work Hours from Exhibit C-2)	\$ <u>-</u> (Average Hourly Rate: Total Direct Salary divided by Total Work Hours)	TOTAL DIRECT SALARY \$ <u>-</u>
M&O 2.5 Mult.	<u>23,010.00</u> (Total Work Hours from Exhibit C-2)	\$ <u>57.78</u> (Average Hourly Rate: Total Direct Salary divided by Total Work Hours)	TOTAL DIRECT SALARY \$ <u>1,329,517.80</u>
M&O 2.8 Mult.	<u>                    </u> (Total Work Hours from Exhibit C-2)	\$ <u>-</u> (Average Hourly Rate: Total Direct Salary divided by Total Work Hours)	TOTAL DIRECT SALARY \$ <u>-</u>

**CAPITAL - DIRECT REGULAR SALARY \$ 1,106,109.00**

**M&O - DIRECT REGULAR SALARY \$ 3,323,794.50**

**CAPITAL + M&O - DIRECT REGULAR SALARY \$ 4,429,903.50**

**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(For Prime Consultant listed above.)

Cap 2.5 Mult.	TOTAL OVERTIME PREMIUM <u>                    </u>
Cap 2.8 Mult.	TOTAL OVERTIME PREMIUM <u>                    </u>
M&O 2.5 Mult.	TOTAL OVERTIME PREMIUM <u>                    </u>
M&O 2.8 Mult.	TOTAL OVERTIME PREMIUM <u>                    </u>
Cap.	REIMBURSABLE DIRECT COSTS (from Exhibit D) \$ <u>24,808.00</u>
M&O	REIMBURSABLE DIRECT COSTS (from Exhibit D) \$ <u>75,288.50</u>
	<b>GRAND TOTAL DIRECT COSTS <u>\$100,096.50</u></b>

**C. SERVICES BY OTHERS**

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H)	\$	<u>345,059.25</u>	}	Capital
Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont))	\$	<u>-</u>		
Total Allowable Fee VOSB Subconsultant (from Exhibit H (cont))	\$	<u>-</u>		
Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H)	\$	<u>1,034,940.75</u>	}	M&O
Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont))	\$	<u>-</u>		
Total Allowable Fee VOSB Subconsultant (from Exhibit H (cont))	\$	<u>90,000.00</u>		
<b>TOTAL SERVICES BY OTHERS</b>		<b>\$</b>	<b><u>1,470,000.00</u></b>	

**D. ADDITIONAL SERVICES - Capital**

\$ -

**ADDITIONAL SERVICES - M&O**

\$ -

**TOTAL ADDITIONAL SERVICES** \$ -

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

**\$ 6,000,000.00**



# **CAPITAL**

# Contract Information Sheet

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

Consultant Name: Parsons Transportation Group Inc.

Contract Number: RR-16-9194

Proposal Date: 3/31/2017

**Exhibit Pointers** Editable cells in each exhibit are underlined in red

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

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

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Capital Task Management						21.7	21.7	21.7	21.7	21.7	21.7	21.7	21.7	21.7	21.7	151.9
Network Guidance and Specification Support						13	13	13	13	13	13	13	13	13	13	91
Network configurations Capital						43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	303.1
Network ITS related eBuilder coordination and review						43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	303.1
ITS Devic Configurations Capital						6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	45.5
<b>TOTALS</b>						127.8	127.8	127.8	127.8	127.8	127.8	127.8	127.8	127.8	127.8	894.6

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Capital Task Management	21.7	21.7	21.7	21.7	21.7	21.7	21.7	21.7	21.7	21.7	21.7	21.7	21.7	260.4
Network Guidance and Specification Support	13	13	13	13	13	13	13	13	13	13	13	13	13	156
Network configurations Capital	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	519.6
Network ITS related eBuilder coordination and review	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	519.6
ITS Device Configurations Capital	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	78
<b>TOTALS</b>	127.8	127.8	127.8	127.8	127.8	127.8	127.8	127.8	127.8	127.8	127.8	127.8	127.8	1533.6

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Capital Task Management	21.7	21.7	21.7	21.7	21.7	21.7	21.7	21.7	21.7	21.7	21.7	21.7	21.7	260.4
Network Guidance and Specification Support	13	13	13	13	13	13	13	13	13	13	13	13	13	156
Network configurations Capital	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	519.6
Network ITS related eBuilder coordination and review	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	519.6
ITS Device Configurations Capital	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	78
<b>TOTALS</b>	127.8	127.8	127.8	127.8	127.8	127.8	127.8	127.8	127.8	127.8	127.8	127.8	127.8	1533.6

Contract Number: RR-16-9194 CAPITAL

Consultant: Parsons Transportation Group Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Capital Task Management	21.7	21.7	21.7	21.7	21.7	21.7	21.7	21.7	21.7	21.7	21.7	21.7	21.7	260.4
Network Guidance and Specification Support	13	13	13	13	13	13	13	13	13	13	13	13	13	156
Network configurations Capital	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	519.6
Network ITS related eBuilder coordination and review	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	519.6
ITS Device Configurations Capital	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	78
<b>TOTALS</b>	127.8	127.8	127.8	127.8	127.8	127.8	127.8	127.8	127.8	127.8	127.8	127.8	127.8	1533.6

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2021												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Capital Task Management	21.7	21.7	21.7	21.7	21.7	21.7	21.7	21.7	21.7	21.7	21.7	21.7	21.7	21.7	260.4
Network Guidance and Specification Support	13	13	13	13	13	13	13	13	13	13	13	13	13	13	156
Network configurations Capital	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	519.6
Network ITS related eBuilder coordination and review	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	43.3	519.6
ITS Device Configurations Capital	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	78
<b>TOTALS</b>	<b>127.8</b>	<b>127.8</b>	<b>127.8</b>	<b>127.8</b>	<b>127.8</b>	<b>127.8</b>	<b>127.8</b>	<b>127.8</b>	<b>127.8</b>	<b>127.8</b>	<b>127.8</b>	<b>127.8</b>	<b>127.8</b>	<b>127.8</b>	<b>1533.6</b>

Contract Number: RR-16-9194 CAPITAL Consultant: Parsons Transportation Group Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2022												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Capital Task Management	21.7	21.7	21.7	21.7	21.7									108.5
Network Guidance and Specification Support	13	13	13	13	13									65
Network configurations Capital	43.3	43.3	43.3	43.3	43.3									216.5
Network ITS related eBuilder coordination and review	43.3	43.3	43.3	43.3	43.3									216.5
ITS Device Configurations Capital	6.5	6.5	6.5	6.5	6.5									32.5
<b>TOTALS</b>	<b>127.8</b>	<b>127.8</b>	<b>127.8</b>	<b>127.8</b>	<b>127.8</b>	<b>127.8</b>	<b>127.8</b>	<b>127.8</b>	<b>127.8</b>	<b>127.8</b>	<b>127.8</b>	<b>127.8</b>	<b>127.8</b>	<b>639</b>



Contract No.: RR-16-9194  
CAPITAL

Consultant: Parsons Transportation Group Inc.

**EXHIBIT B: FEE CALCULATIONS**

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

2.5 Mult.	<u>7,668.00</u> (Total Work Hours from Exhibit C-2)	\$ <u>57.70</u> (Average Hourly Rate: Total Direct Salary divided by Total Work Hours)	TOTAL DIRECT SALARY \$ <u>442,443.60</u>
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2.8 Mult.	<u>                    </u> (Total Work Hours from Exhibit C-2)	\$ <u>                    </u> (Average Hourly Rate: Total Direct Salary divided by Total Work Hours)	TOTAL DIRECT SALARY \$ <u>                    </u>
-----------	---	--	--

DIRECT REGULAR SALARY TIMES 2.5 MULTIPLIER \$ 1,106,109.00

DIRECT REGULAR SALARY TIMES 2.8 MULTIPLIER \$                     

**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(For Prime Consultant listed above.)

2.5 Mult. OVERTIME PREMIUM                     

2.8 Mult. OVERTIME PREMIUM                     

REIMBURSABLE DIRECT COSTS (from Exhibit D) \$ 24,808.00

TOTAL DIRECT COSTS \$24,808.00

**C. SERVICES BY OTHERS**

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ 345,059.25

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

Total Allowable Fee VOSB Subconsultant (from Exhibit H (cont)) \$                     

TOTAL SERVICES BY OTHERS \$ 345,059.25

**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)**

\$ 1,475,976.25

EXHIBIT I

Contract No.: RR-16-9194 Consultant: Parsons Transportation Group Inc.

Date: 3/31/2017

**EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE**

CONTRACT TERM: 60 No. OF MONTHS  
 SCHEDULED START DATE: 6/1/2017  
 RAISE DATE: 6/1/2018  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

6/1/2017	-	5/31/2018	12.0	6/1/2018	-	5/31/2019	12.0	6/1/2019	-	5/31/2020	12.0	6/1/2020	-	5/31/2021	12.0	6/1/2021	-	5/31/2022	
Date		Date		Date		Date		Date		Date		Date		Date		Date		Date	
60.0		60.0		60.0		60.0		60.0		60.0		60.0		60.0		60.0		60.0	
20.00%		20.00%		20.00%		20.00%		20.00%		20.00%		20.00%		20.00%		20.00%		20.00%	
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		Date		Date	
60.0		60.0		60.0		60.0		60.0		60.0		60.0		60.0		60.0		60.0	
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: 100.00%

Contract No.: RR-16-9194 CAPITAL 2.5 Consultant: Parsons Transportation Group Inc.

Date: 3/31/2017 Escalation Factor: 100.00%  
 (From Exhibit C-1)

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>										<b>DIRECT COST</b>	
										<b>OVERTIME PREMIUM</b>	
<p style="text-align: right;">Total Estimated Work Hours: 7,668.00</p> <p style="text-align: right;">Average Hourly Rate: \$57.70</p> <p style="text-align: right;">Total Direct Labor \$442,443.60</p>										<p style="text-align: right;">Total Estimated O/T Hours:</p> <p style="text-align: right;">Average Premium O/T Hourly Rate:</p> <p style="text-align: right;">Total Overtime Premium:</p>	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Overtime Premium Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)			
No	Principal	\$50.00	\$70.00								
No	Project Manager	\$40.00	\$70.00	\$56.65	\$56.65	1,302.00					
No	Senior Engineer/Planner	\$40.00	\$70.00	\$70.00	\$70.00	3,378.00					
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00								
No	Staff Engineer/Planner	\$20.00	\$40.00	\$44.25	\$44.25	2,988.00					
No	Engineer /Accountant	\$20.00	\$60.00								
No	Senior Technical Specialist	\$25.00	\$60.00								
No	Technical Specialist	\$15.00	\$50.00								
No	Architect	\$30.00	\$70.00								
No	Realty Specialists	\$20.00	\$70.00								
No	Intern	\$8.25	\$20.00								
No	Admin/Clerical	\$8.25	\$40.00								

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

<b>Tollway Classification</b>	<b>Consultant Classification (specific to each company)</b>	<b>Consultant Employee Name (SEE NOTE 1 TO RIGHT)</b>	<b>Range per Hour</b>
Principal			\$50 - \$70
Project Manager	Sr. Project Manager	Bini William	\$40 - \$70
Senior Engineer/Planner	Senior Engineer	Dan Gibbons	\$40 - \$70
	Senior Engineer	Russ Bautch	
Resident Engineer			\$40 - \$70
Project Engineer/Planner			\$25 - \$60
Staff Engineer/Planner	Staff Engineer	Yuriy Momotov	\$20 - \$40
	Staff Engineer	Lynn Hurtado	
	Staff Engineer	Jennifer LaPorte	
	Staff Engineer	Michael Rampasard	
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40

Contract No.: RR-16-9194 Consultant: Parsons Transportation Group Inc.  
CAPITAL

**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/10157/2389762/12\\_LG\\_T\\_OLLWAY\\_XX\\_ALLOWABLEDIRECTCOSTS\\_10012013.PDF](http://www.illinoistollway.com/documents/10157/2389762/12_LG_T_OLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.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**

<u>Miscellaneous test equipment and cabling</u>

**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 24,808.00**

## ALLOWABLE DIRECT COSTS

**10.01.2013**

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

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

## **ALLOWABLE DIRECT COSTS**

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

## ALLOWABLE DIRECT COSTS

### 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-16-9194  
CAPITAL

Consultant: Parsons Transportation Group Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

**Project Manager:** Bini William

**Communications Design Engineer:** Russ Bautch

**Network Engineer:** Dan Gibbons

**ITS Engineer:** Lynn Hurtado

**Network Engineer:** Yuriy Momotov

**Project Structural Engineer:** \_\_\_\_\_

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

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

**Others:** Name: Michael Rampasard

Classification: Staff Engineer

Name: Jennifer LaPorte

Classification: Staff Engineer

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

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

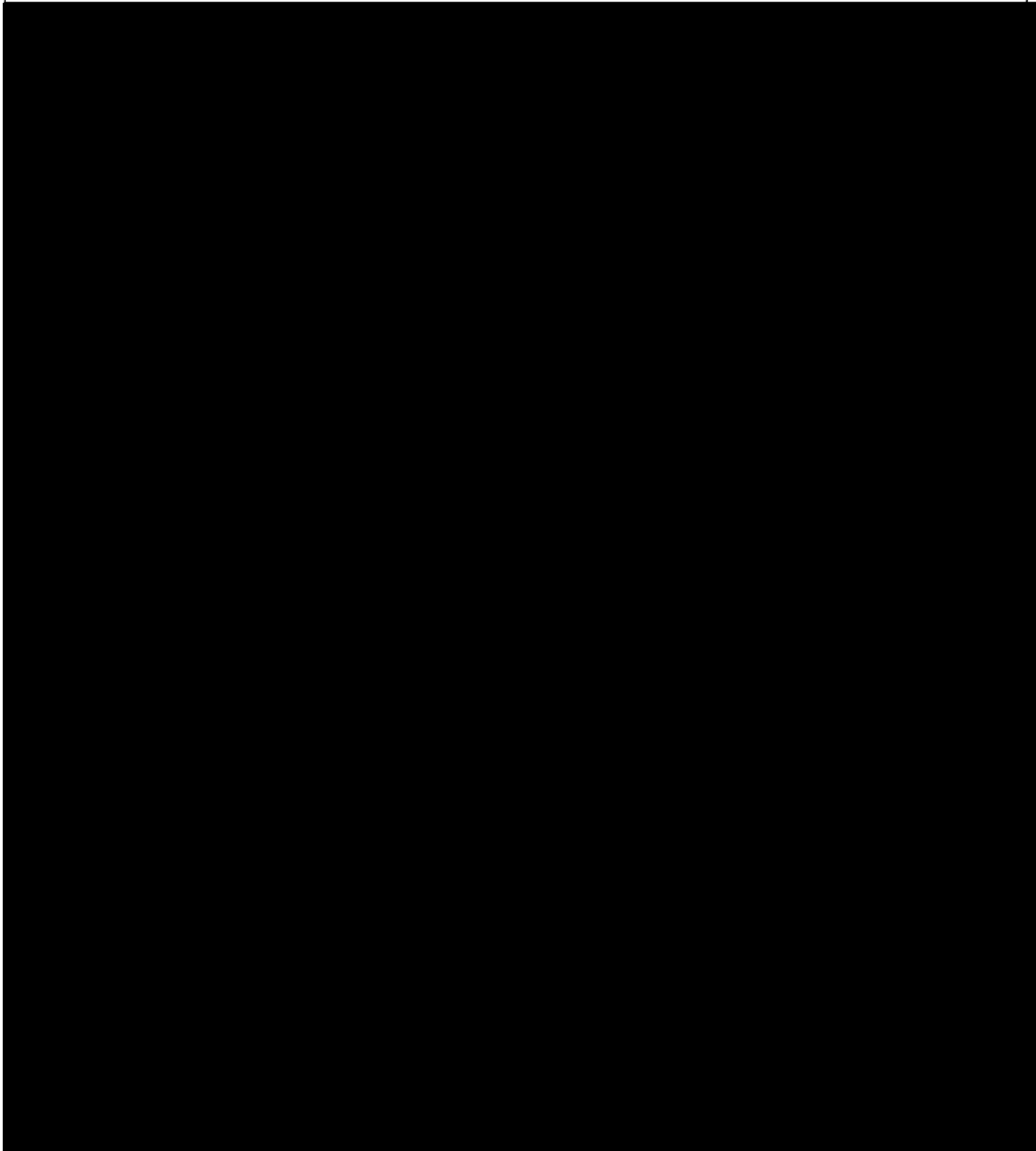
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Classification: \_\_\_\_\_

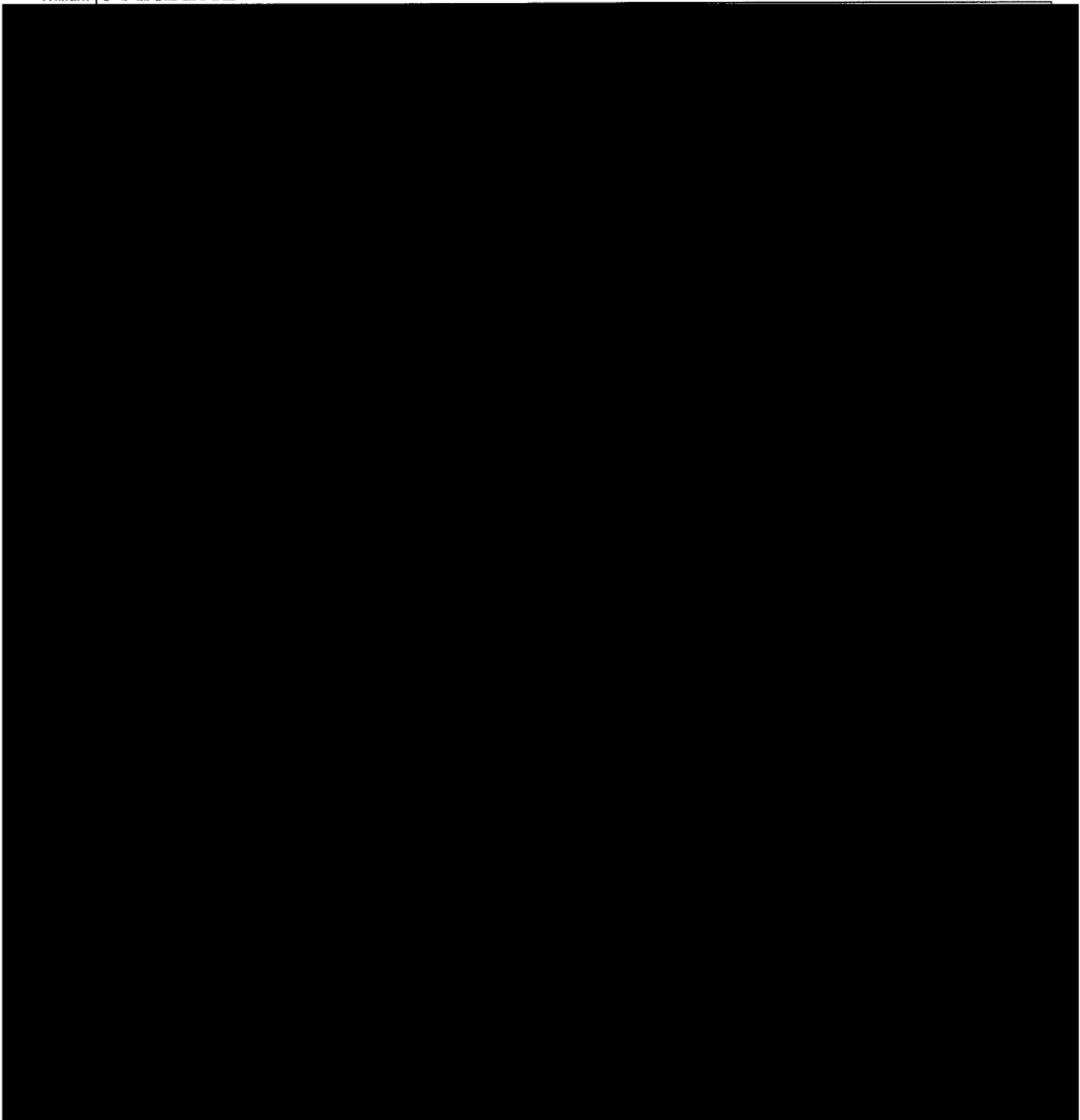
**PARSONS**

**Bini William**

ITS Project Manager, Systems Business

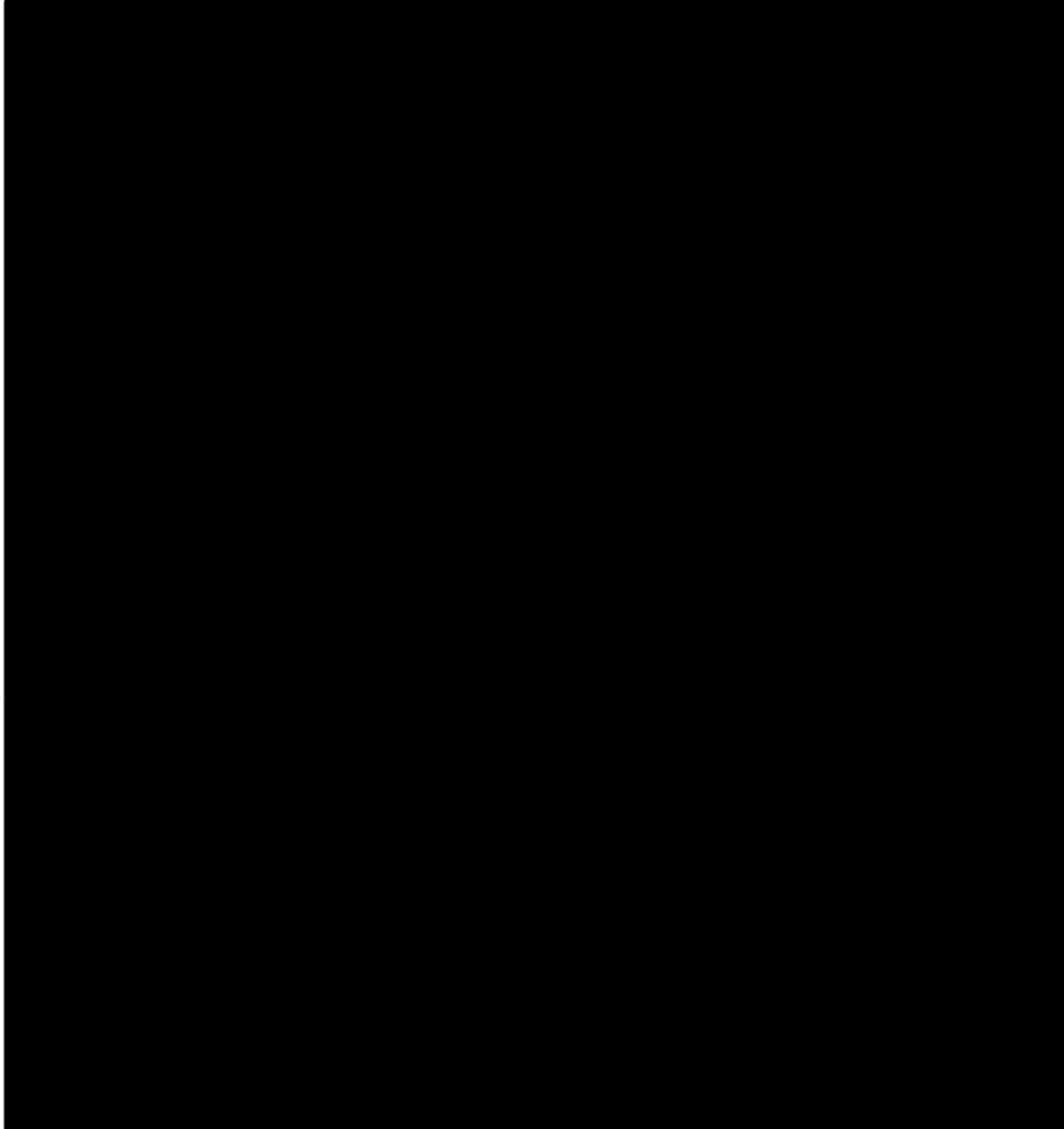


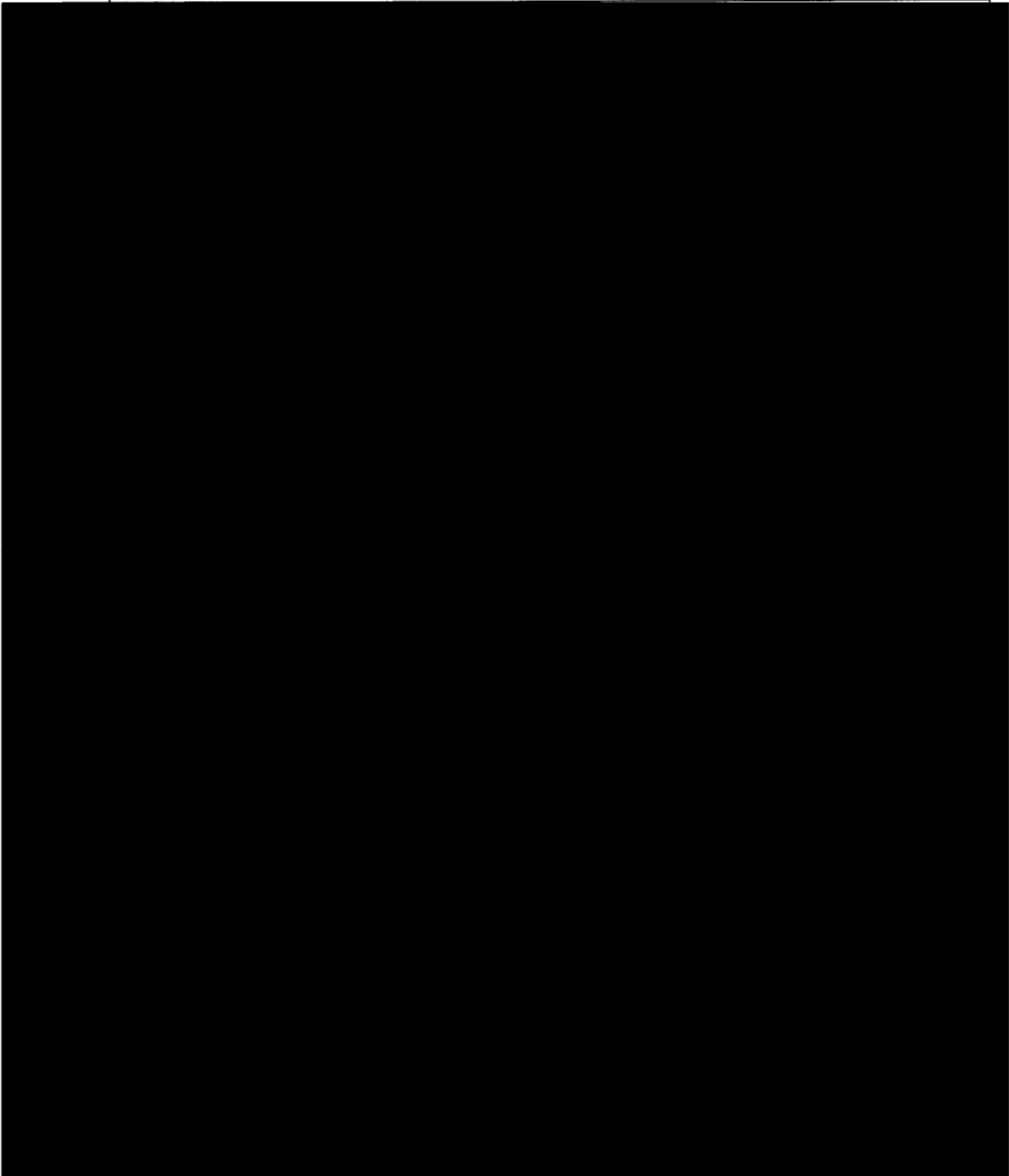


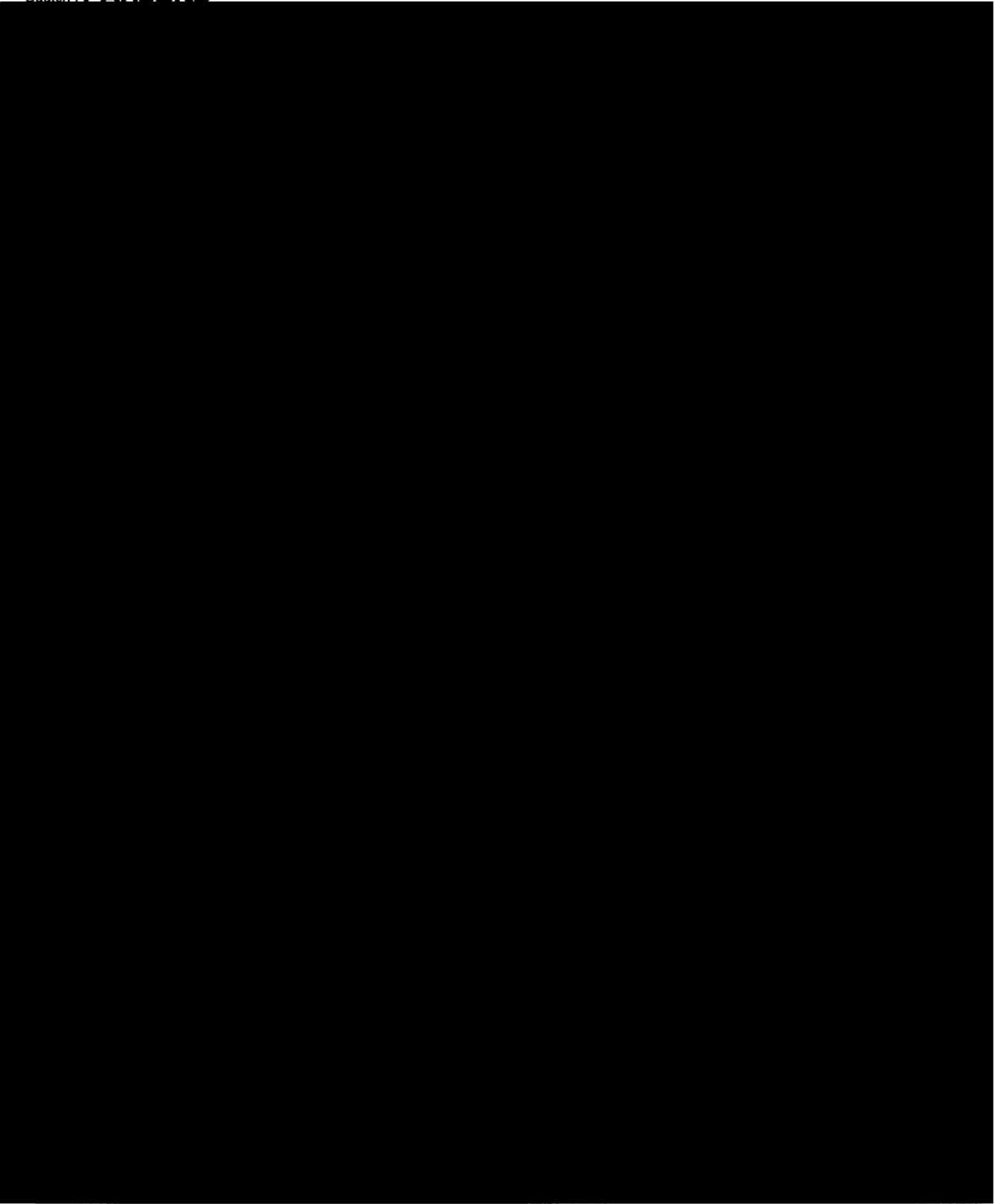


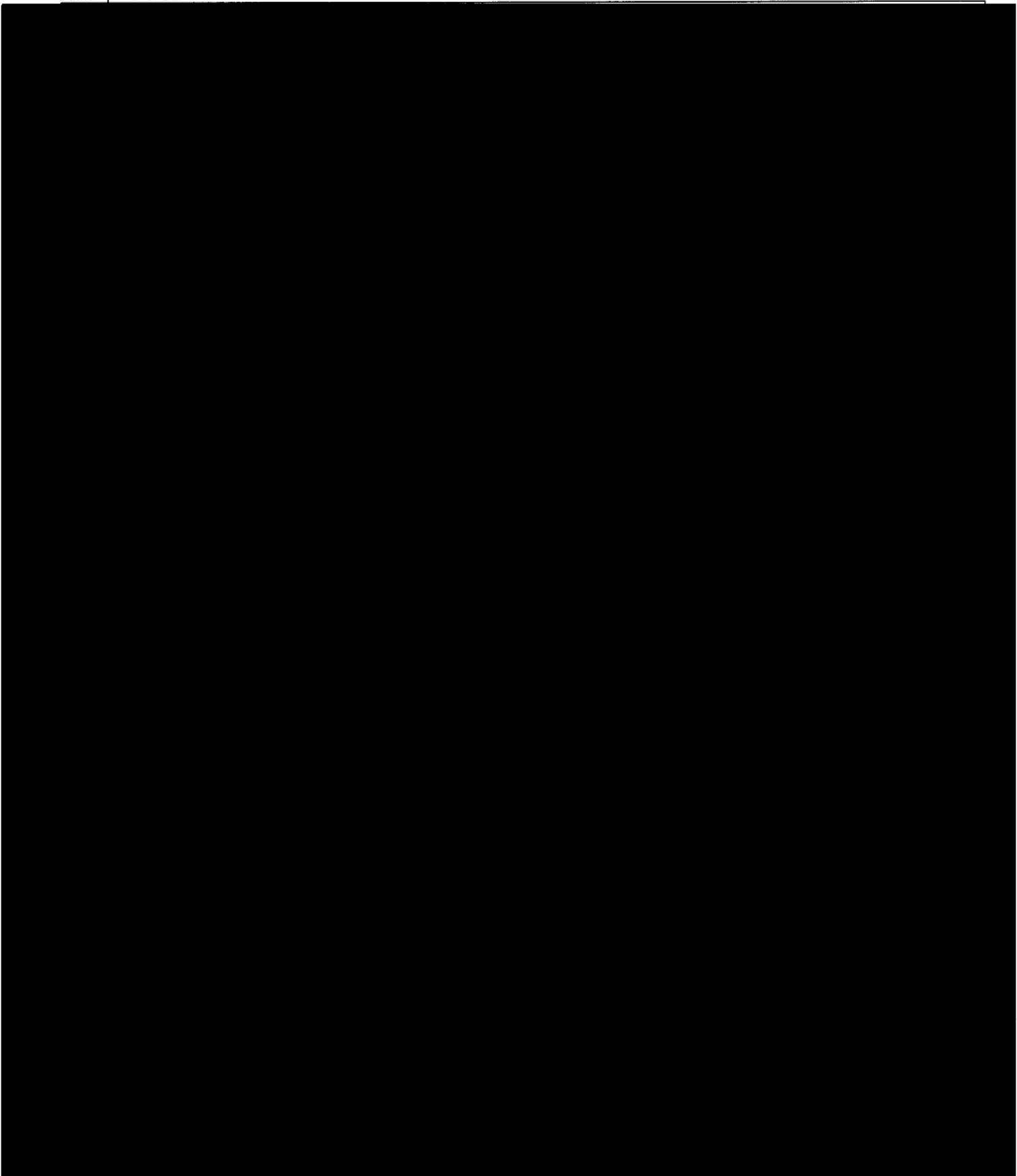
**PARSONS**

Russ Bautch, PE, CCNA  
Senior Project Manager

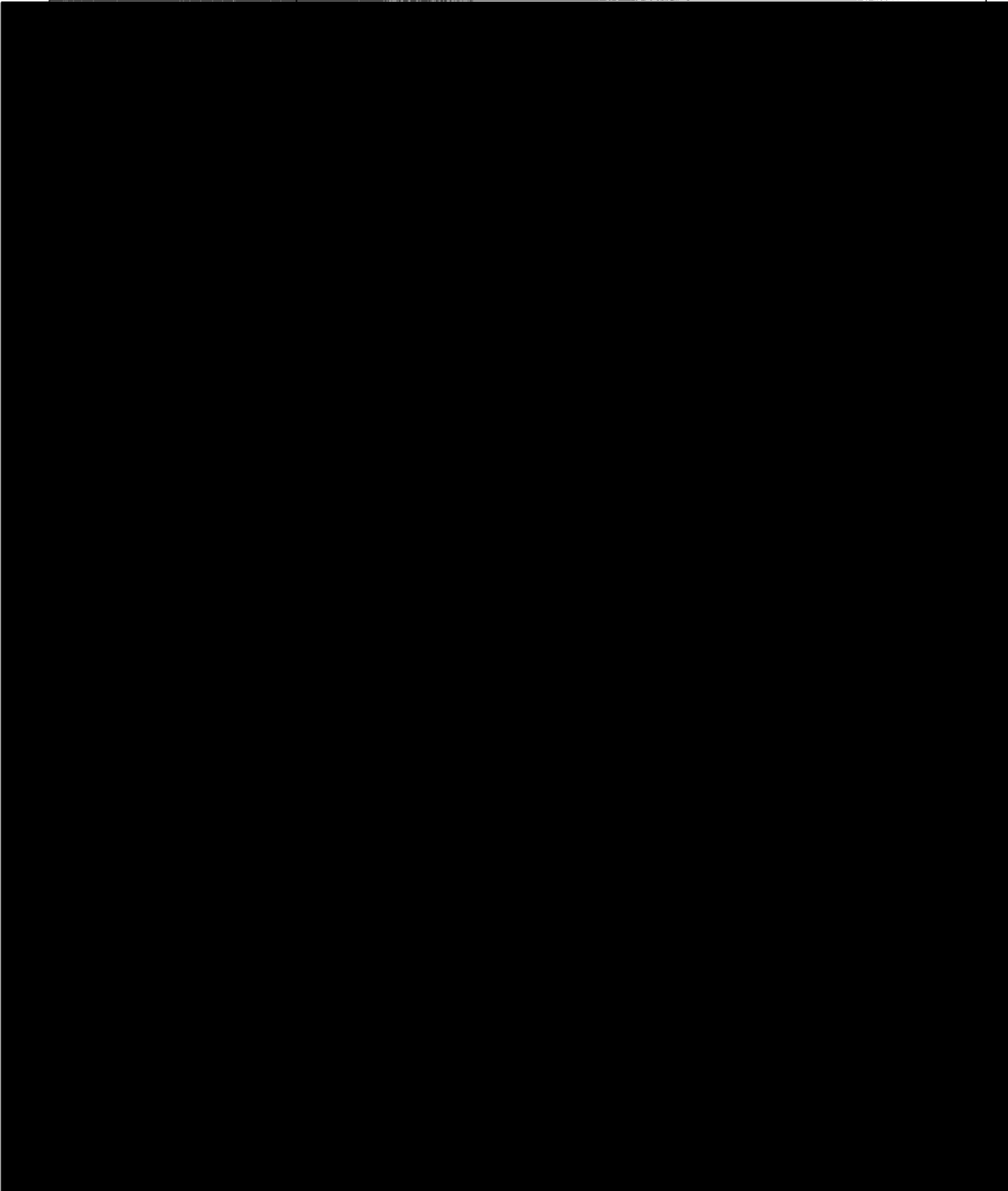


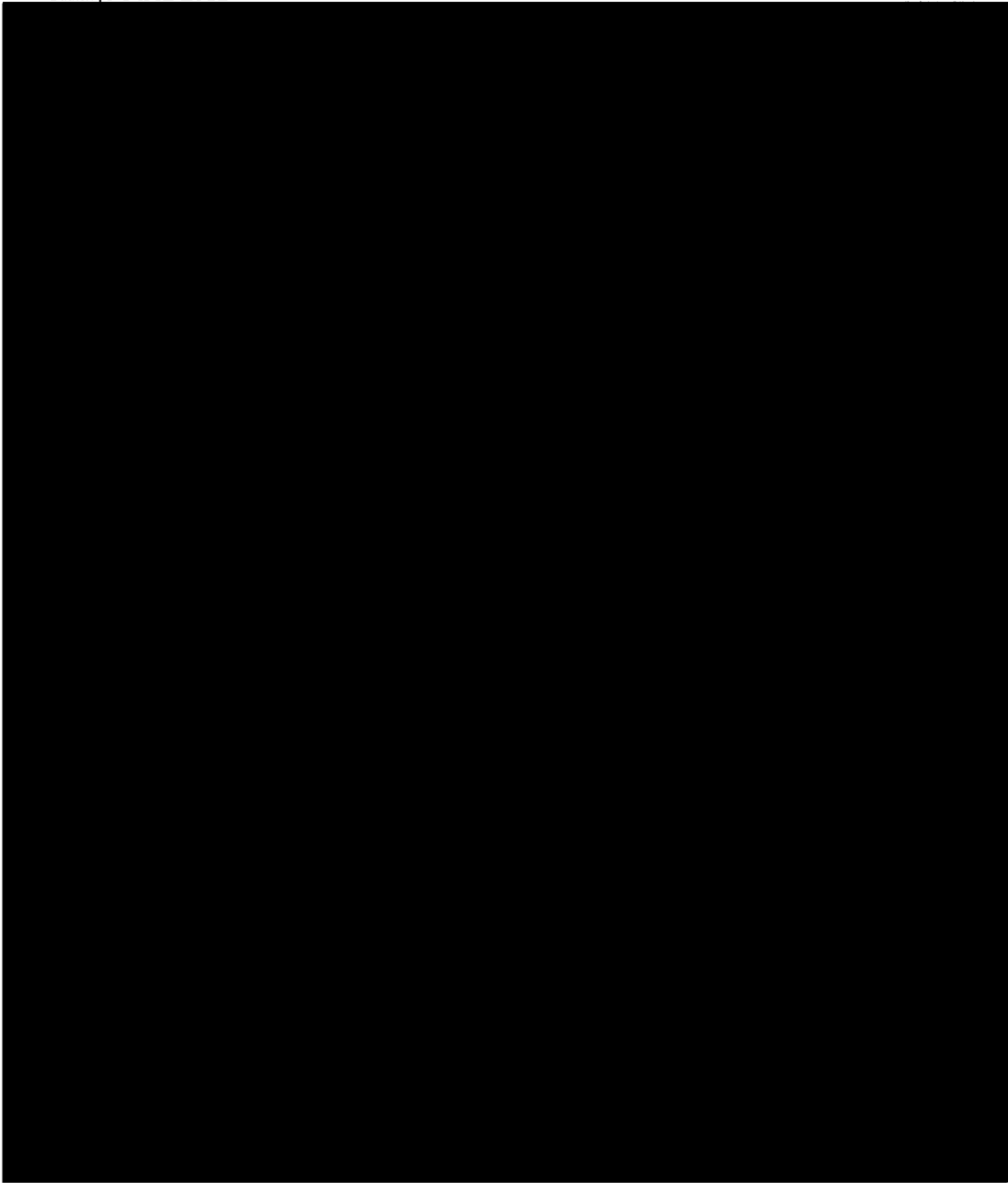








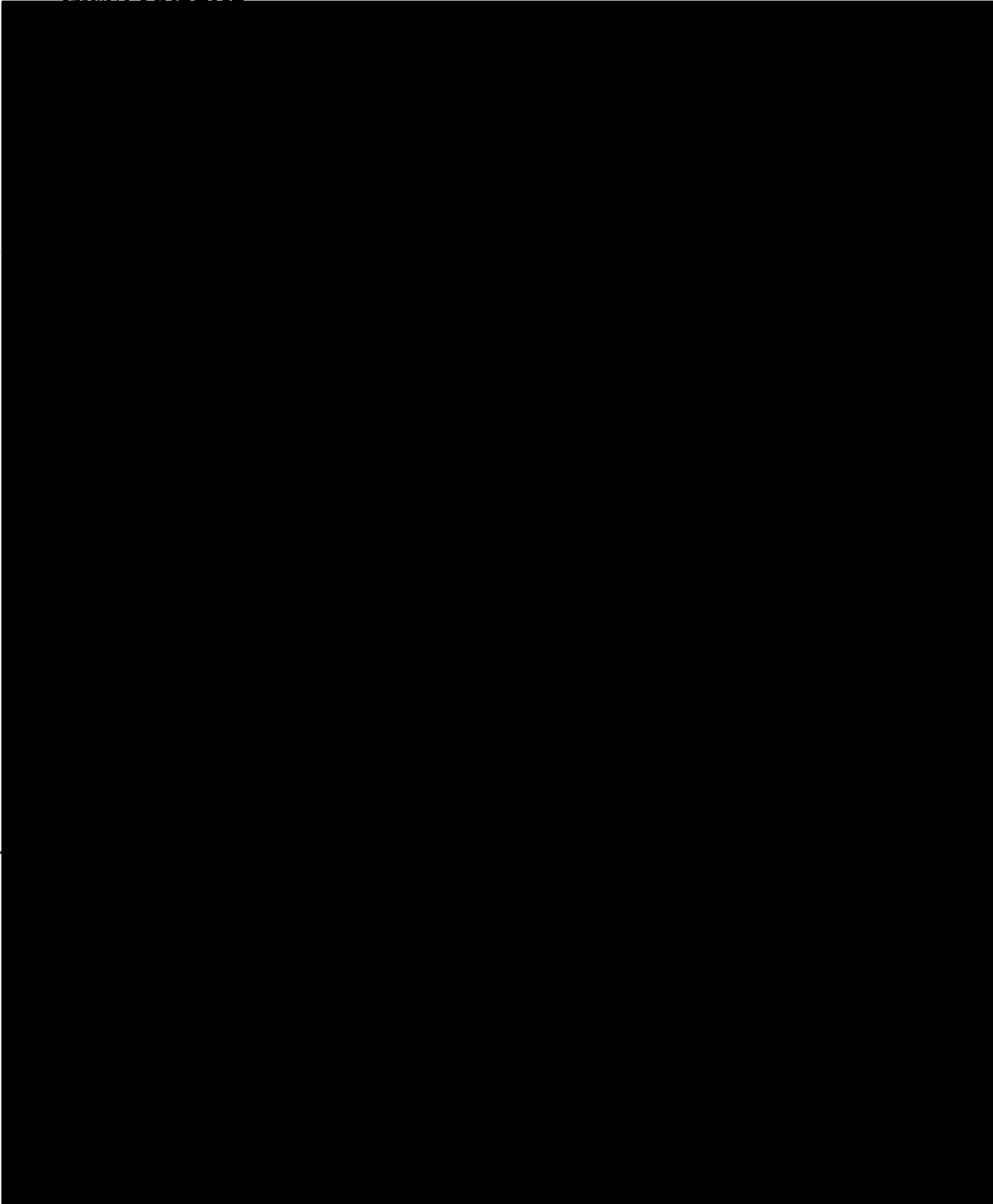




**PARSONS**

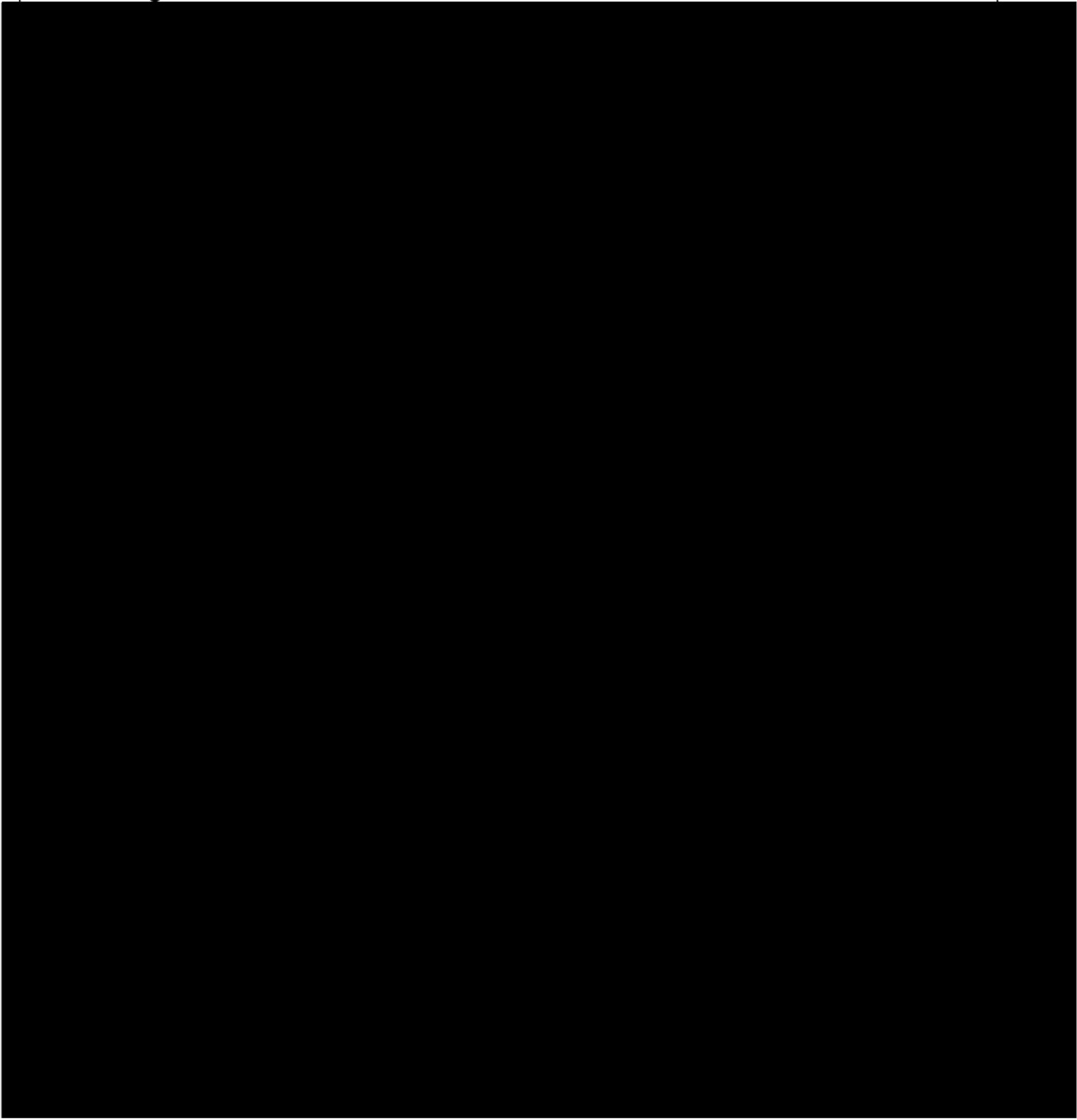
**Dan Gibbons**

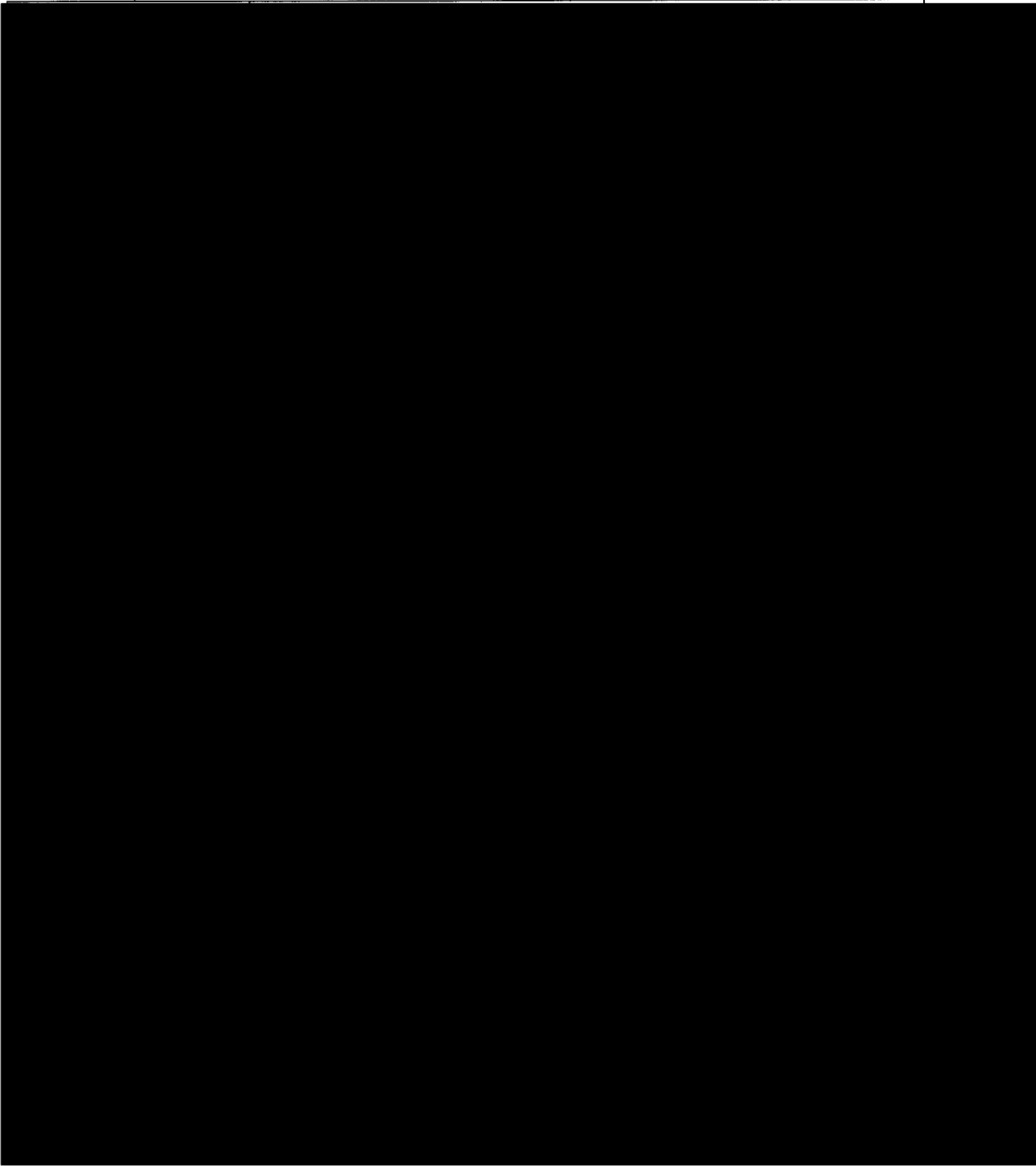
Senior Systems Engineering Manager



**PARSONS**

Lynn Hurtado  
Traffic Engineer

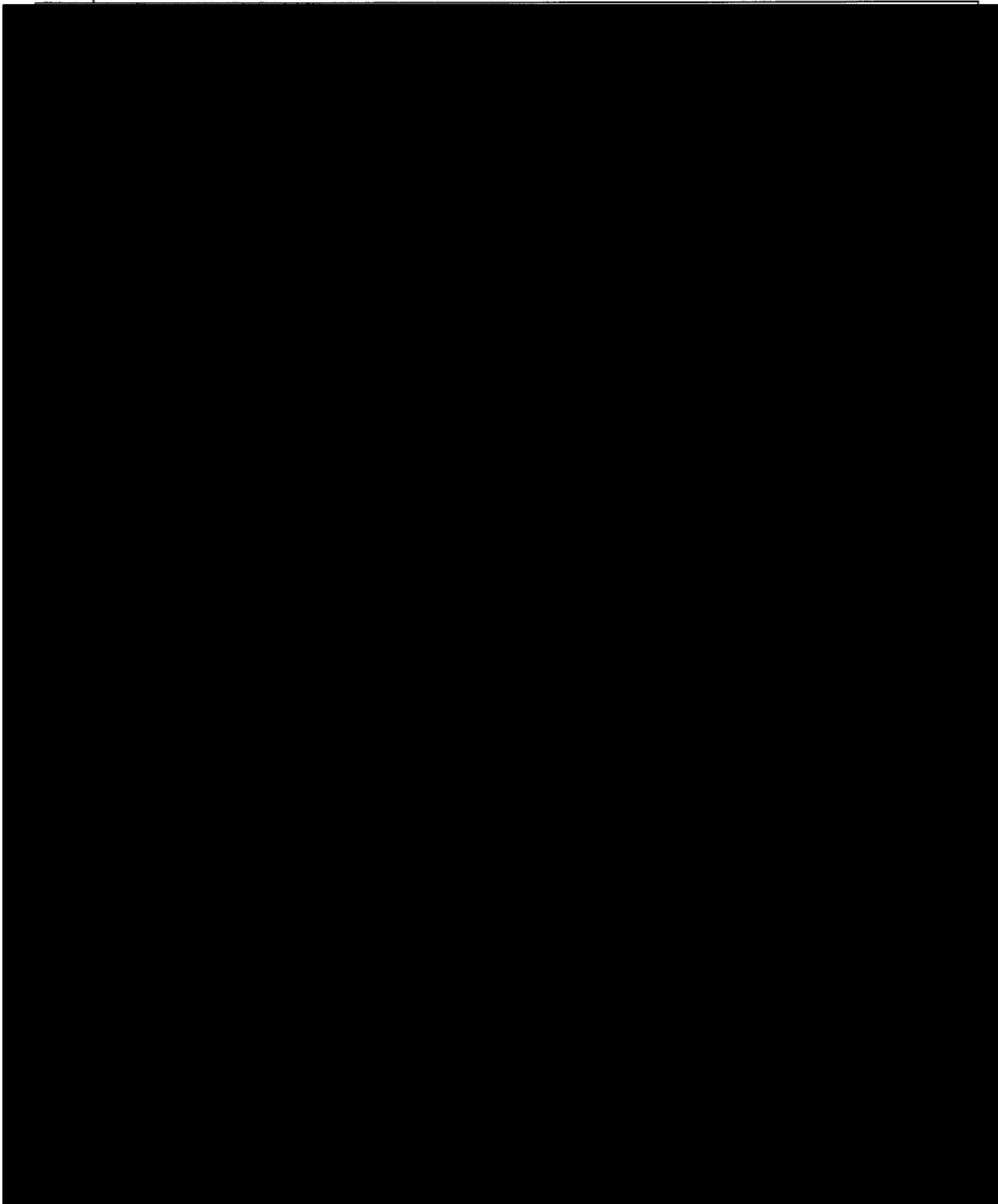




**PARSONS**

Yuriy Momotov

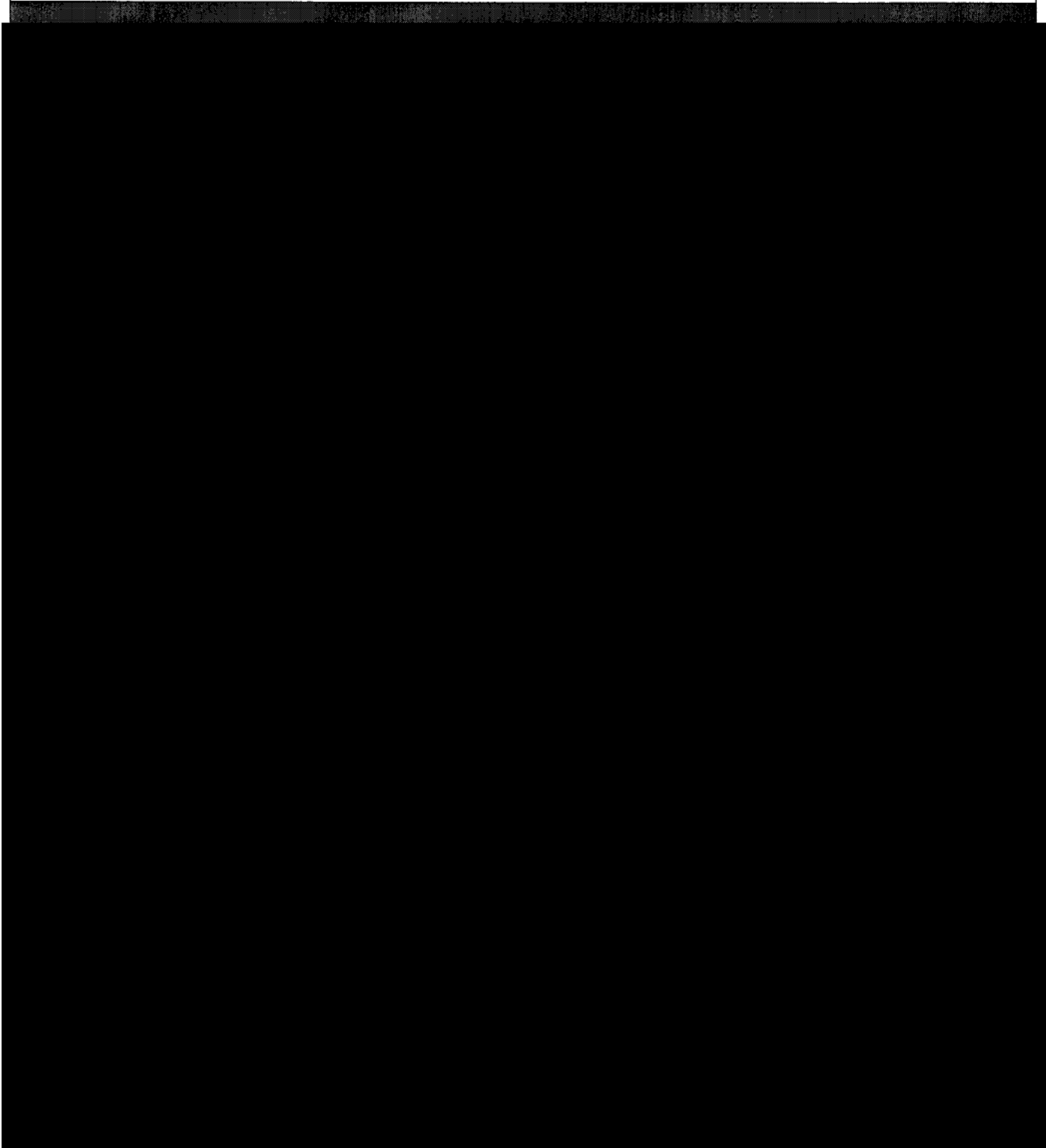
Network Engineer, Systems Business

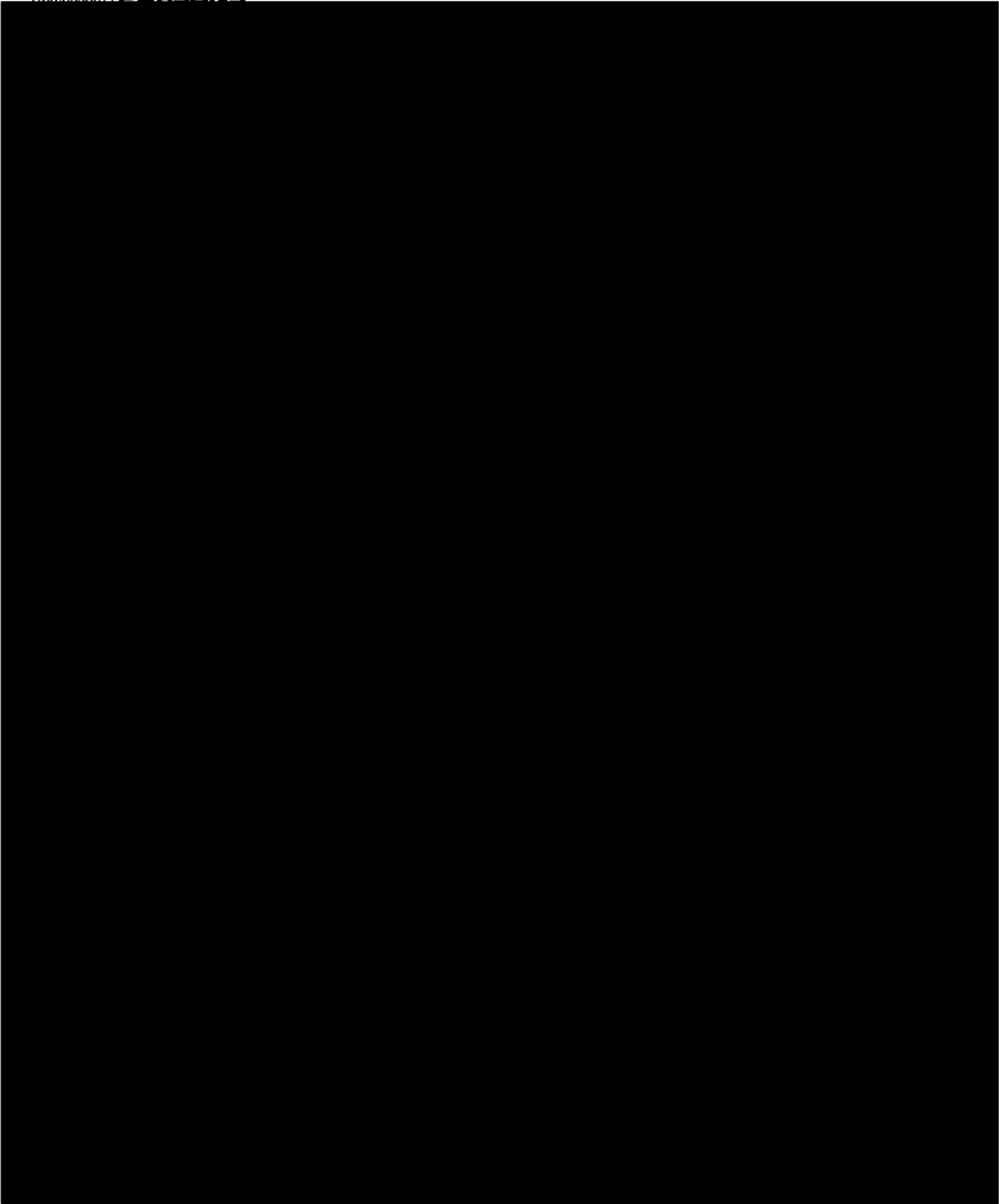




**PARSONS**

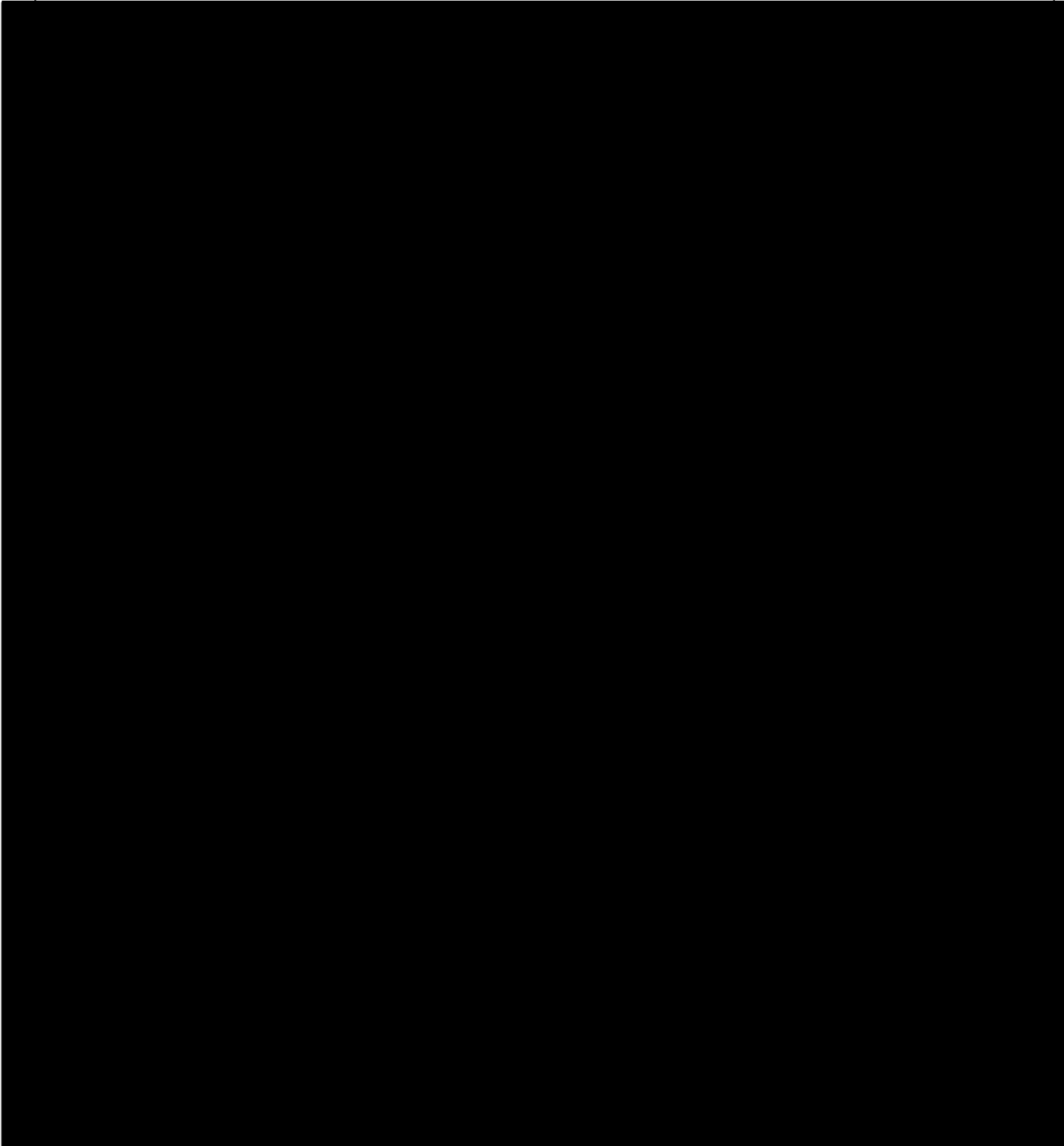
Michael Rampasard  
Network Engineer Technician

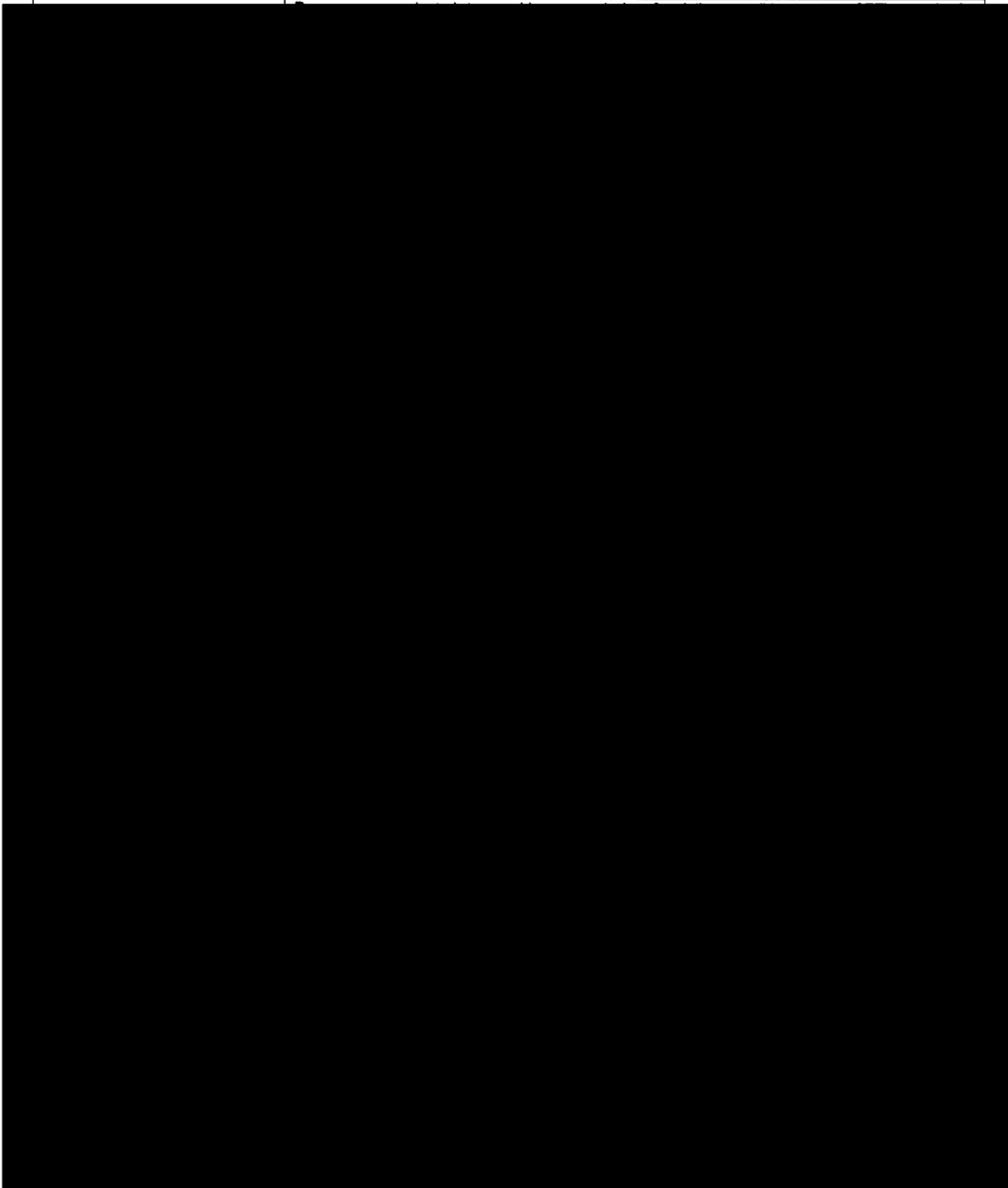




**PARSONS**

Jennifer LaPorte  
ITS Maintenance Coordinator





## EXHIBIT F

Contract No. RR-16-9194

CAPITAL

Parsons Transportation Group Inc.

### SCOPE OF SERVICES

The Scope of Services is defined for the first 5 years, assuming linear expenditures consistent with Exhibits A and B.

1. Capital Program Management - Manage the Tollway's ITS maintenance and network program which includes, but is not limited to:

- Meet the Tollways field and network device uptime for new capital ITS deployments
- Recommend and implement preventative maintenance plan
- Provide accurate monthly progress reports
  - o Technician efficiency (internal/external)
  - o Device Up Time
  - o Daily schedules
- Provide and adhere to a Quality Assurance / Quality Control Program
- Conduct regularly scheduled project status meetings
- Device configuration and installation:
  - o ITS Devices
  - o Network Devices
- Plan review requests (Design, Construction, Configuration, Installation) to ensure system is maintainable
- Coordination with internal / external Tollway groups:
  - o ITS Unit
  - o Engineering Department
  - o IT Department
  - o Business Systems
  - o System Integrator
  - o Construction Managers
  - o Designers
  - o Maintenance Contractor

2. Device Configuration –

- Meet the Tollways field device functional uptime requirements on a 24/7/365 basis.
- Provide real-time status of all ITS field devices as part of capital.
- Coordinate with contractors/vendors
- Configure various ITS devices for field deployment.
- Attend various internal and external stakeholder meetings
- Review designs, specifications, estimates and test plans

3. Network Configuration for Capital ITS–

- Meet the Tollway's networking device functional uptime requirements on a 24/7/365 basis.
- Provide real-time status of all network devices.
- Coordinate with contractors/vendors

**EXHIBIT F**

**Contract No. RR-16-9194**

**CAPITAL**

**Parsons Transportation Group Inc.**

**SCOPE OF SERVICES**

- Configure various network devices for field deployment.
- Provide initial trouble ticket triage at the CA office
- Install and commission field networking hardware.
- Attend various internal and external stakeholder meetings
- Review designs, specifications and test plans
- Coordination with Tollway's IT department

**EXHIBIT G**

**Contract No. RR-16-9194**

**Parsons Transportation Group Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
I-88	(RR-13-4116) I-88 Construction	\$3,348,579.00	\$260,000.00	7/1/2017
I-90	(I-14-4194) I-90 and systemwide CM	\$5,000,000.00	\$1,120,000.00	7/1/2018
I-294	(RR-14-4224) Roadway study	\$5,911,285.00	\$1,511,123.00	12/31/2017
13-0074	(RR-14-9156) TIMS Maintenance Support and Enhancement	\$8,534,822.00	\$4,500,000.00	7/21/2019

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

<p>1 <u>TranSmart Technologies, Inc.</u></p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">\$ 323,321.25</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ 21,738.00</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">_____</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">_____</td></tr> <tr><td><b>Total this Subconsultant (ULC)</b></td><td style="text-align: right;"><b>\$ 345,059.25</b></td></tr> </table>	Direct Labor	\$ 323,321.25	Direct Costs	\$ 21,738.00	Services by Others	_____	Additional Services **	_____	<b>Total this Subconsultant (ULC)</b>	<b>\$ 345,059.25</b>	<p>6 _____</p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">_____</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">\$ -</td></tr> <tr><td><b>Total this Subconsultant (ULC)</b></td><td style="text-align: right;"><b>\$ -</b></td></tr> </table>	Direct Labor	_____	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	<b>Total this Subconsultant (ULC)</b>	<b>\$ -</b>
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Direct Costs	\$ 21,738.00																				
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Direct Labor	_____																				
Direct Costs	\$ -																				
Services by Others	\$ -																				
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<p>2 _____</p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">_____</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">_____</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">_____</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">_____</td></tr> <tr><td><b>Total this Subconsultant (ULC)</b></td><td style="text-align: right;"><b>\$ -</b></td></tr> </table>	Direct Labor	_____	Direct Costs	_____	Services by Others	_____	Additional Services **	_____	<b>Total this Subconsultant (ULC)</b>	<b>\$ -</b>	<p>7 _____</p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">_____</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">\$ -</td></tr> <tr><td><b>Total this Subconsultant (ULC)</b></td><td style="text-align: right;"><b>\$ -</b></td></tr> </table>	Direct Labor	_____	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	<b>Total this Subconsultant (ULC)</b>	<b>\$ -</b>
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Direct Costs	_____																				
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<p>3 _____</p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">_____</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">_____</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">\$ -</td></tr> <tr><td><b>Total this Subconsultant (ULC)</b></td><td style="text-align: right;"><b>\$ -</b></td></tr> </table>	Direct Labor	_____	Direct Costs	_____	Services by Others	\$ -	Additional Services **	\$ -	<b>Total this Subconsultant (ULC)</b>	<b>\$ -</b>	<p>8 _____</p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">_____</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">\$ -</td></tr> <tr><td><b>Total this Subconsultant (ULC)</b></td><td style="text-align: right;"><b>\$ -</b></td></tr> </table>	Direct Labor	_____	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	<b>Total this Subconsultant (ULC)</b>	<b>\$ -</b>
Direct Labor	_____																				
Direct Costs	_____																				
Services by Others	\$ -																				
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\*\* Additional services funds require prior authorization before use

<b>TOTAL DBE/MBE/WBE Subconsultants:</b>	<b>\$ 345,059.25</b>
<b>TOTAL Additional Services DBE/MBE/WBE Subconsultants:</b>	<b>\$ -</b>
<b>TOTAL Allowable Fee DBE/MBE/WBE Subconsultants:</b>	<b>\$ 345,059.25</b>
<b>DBE/MBE/WBE Percentage of Total Fee (includes Additional Services):</b>	<b>23.38%</b>
<b>DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services):</b>	<b>23.38%</b>



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

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

**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.

**VOSB SUBCONSULTANTS**

1	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="width: 15%; border-bottom: 1px solid black;"></td> <td style="width: 15%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td><b>Total this Subconsultant (ULC)</b></td> <td></td> <td style="text-align: right;"><b>\$</b></td> <td style="text-align: right;"><b>-</b></td> </tr> </table>	Direct Labor				Direct Costs				Services by Others				Additional Services **				<b>Total this Subconsultant (ULC)</b>		<b>\$</b>	<b>-</b>
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\*\* Additional services funds require prior authorization before use

**TOTAL VOSB Subconsultants: \$ -**

**TOTAL Additional Services VOSB Subconsultants: \$ -**

**TOTAL Allowable Fee VOSB Subconsultants: \$ -**

# Contract Information Sheet

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

Consultant Name: Arias Information Solutions LLC

Contract Number: RR-16-9194

Proposal Date: 3/31/2017

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



Contract Number: RR-16-9194 M&O Arias Information Solutions LLC Consultant:

TOTALS										40	40	60	60	60	60	60	320
--------	--	--	--	--	--	--	--	--	--	----	----	----	----	----	----	----	-----

Contract Number: RR-16-9194

M&O

Consultant: Arias Information Solutions LLC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2018												TOTAL HOURS											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec												
Resource will conduct administrative project management functions that may include HR coordination, budget coordination, project tracking and communication activities. It may also include data entry and analysis	60	60	60	60	60	60	60	60	60	60	60	60	50	650										

Contract Number: RR-16-9194 M&O Consultant: Arias Information Solutions LLC

TOTALS	60	60	60	60	60	60	60	60	60	60	60	50	650
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Contract No.: RR-16-9194  
M&O

Consultant: Arias Information Solutions LLC

**EXHIBIT B: FEE CALCULATIONS**

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

2.5 Mult.	<u>970.00</u> (Total Work Hours from Exhibit C-2)	\$ <u>35.35</u> (Average Hourly Rate: Total Direct Salary divided by Total Work Hours)	TOTAL DIRECT SALARY \$ <u>34,289.50</u>
-----------	---	---	---

2.8 Mult.	<u>          </u> (Total Work Hours from Exhibit C-2)	\$ <u>-</u> (Average Hourly Rate: Total Direct Salary divided by Total Work Hours)	TOTAL DIRECT SALARY \$ <u>-</u>
-----------	---	---	---------------------------------

DIRECT REGULAR SALARY TIMES 2.5 MULTIPLIER \$ 85,723.75

DIRECT REGULAR SALARY TIMES 2.8 MULTIPLIER \$ -

**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(For Prime Consultant listed above.)

2.5 Mult. OVERTIME PREMIUM           

2.8 Mult. OVERTIME PREMIUM           

REIMBURSABLE DIRECT COSTS (from Exhibit D) \$ 4,276.25

TOTAL DIRECT COSTS \$4,276.25

**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 Allowable Fee VOSB 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)**

\$ 90,000.00

EXHIBIT "B"



Contract No.: RR-16-9194 Consultant: Arias Information Solutions LLC

Date: 3/31/2017

**EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE**

CONTRACT TERM: 17 No. OF MONTHS  
 SCHEDULED START DATE: 7/1/2017  
 RAISE DATE: 7/1/2018  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

7/1/2017 - 6/30/2018	Date	Date	Date	Date	Date
12.0	7/1/2018	-	-	-	-
17.0	5.0	17.0	17.0	17.0	17.0
70.59%	Escalation Factor First Period				
29.41%	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
17.0	-	-	-	-	-
	17.0	17.0	17.0	17.0	17.0
	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: 100.00%

Contract No.: RR-16-9194

M&O 2.5

Consultant:

Arias Information Solutions LLC

Date: 3/31/2017

Escalation Factor: 100.00%  
(From Exhibit C-1)

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>							<b>DIRECT COST</b>		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total O/T		
							Estimated Hours:	Average Hourly Rate:	
No	Principal	\$50.00	\$70.00			970.00			
No	Project Manager	\$40.00	\$70.00						
No	Senior Engineer/Planner	\$40.00	\$70.00						
No	Resident Engineer	\$40.00	\$70.00						
No	Project Engineer/Planner	\$25.00	\$60.00						
No	Staff Engineer/Planner	\$20.00	\$40.00						
No	Engineer /Accountant	\$20.00	\$60.00						
No	Senior Technical Specialist	\$25.00	\$60.00						
No	Technical Specialist	\$15.00	\$50.00	\$35.35	\$35.35	970.00			
No	Architect	\$30.00	\$70.00						
No	Realty Specialists	\$20.00	\$70.00						
No	Intern	\$8.25	\$20.00						
No	Admin/Clerical	\$8.25	\$40.00						
Total Direct Labor							\$34,289.50		
Total Estimated Work Hours:							970.00		
Average Hourly Rate:							\$35.35		
Total Overtime Premium:									
Escalated Average Overtime Hourly Rate (See Note C to Right)									
Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)									

EXHIBIT "1"

Contract No.: RR-16-9194 M&O  
 Date: 3/31/2017 2.5

Consultant: Arias Information Solutions LLC

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal			\$50 - \$70
Project Manager			\$40 - \$70
Senior Engineer/Planner			\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner			\$25 - \$60
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist	Technician	Margie Rodriguez	\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40

Contract No.: RR-16-9194 Consultant: Arias Information Solutions LLC  
M&O

**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/10157/2389762/12\\_LG\\_TOLLWAY\\_XX\\_ALLOWABLEDIRECTCOSTS\\_10012013.PDF](http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.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**

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**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 4,276.25**

## 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."

## ALLOWABLE DIRECT COSTS

### 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-16-9194  
M&O

Consultant: Arias Information Solutions LLC

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

**Project Manager:** \_\_\_\_\_

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

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

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

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

**Project Structural Engineer:** \_\_\_\_\_

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

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

**Others:** Name: Margie Rodriguez

Classification: Technician

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

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

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

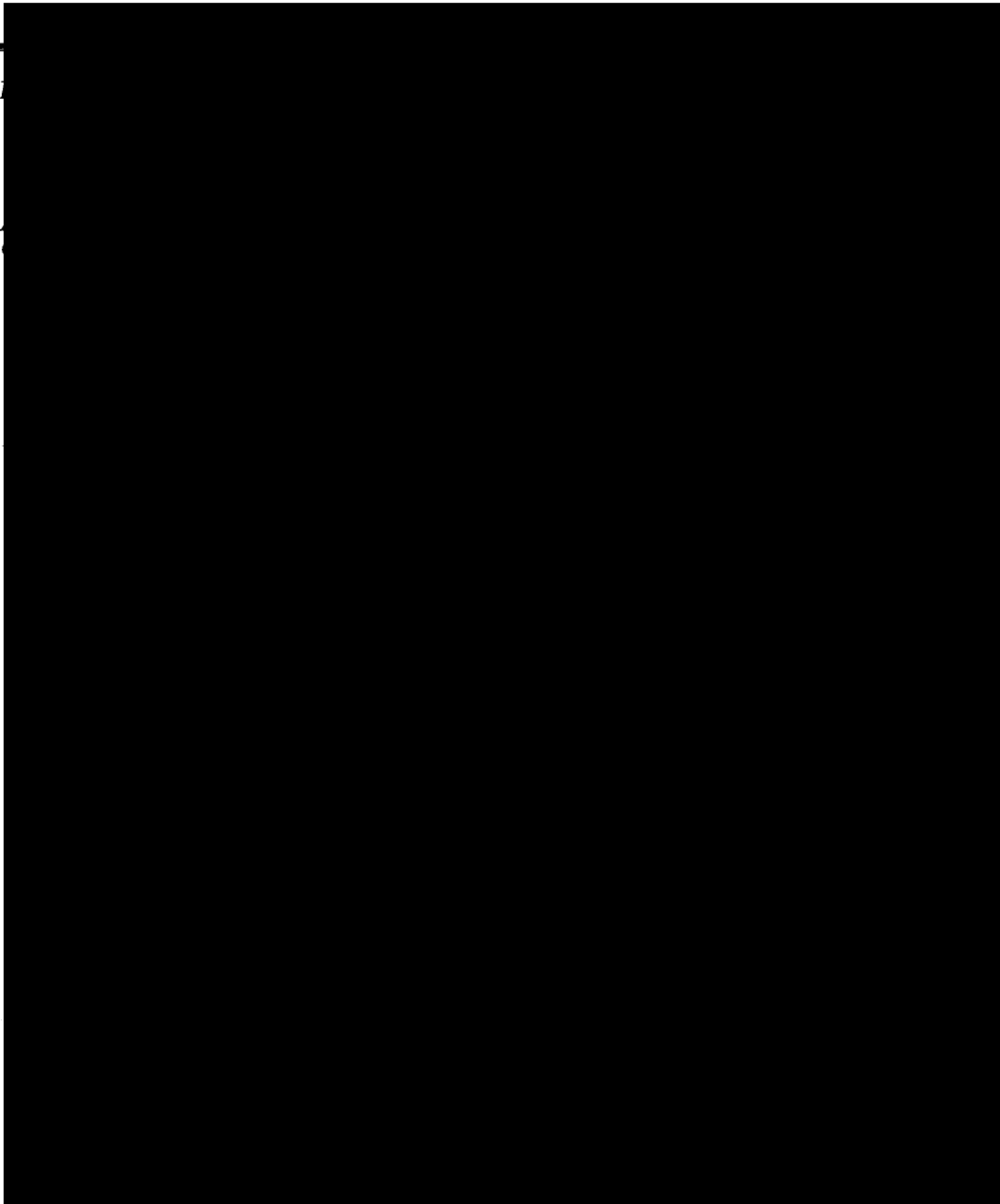
Classification: \_\_\_\_\_

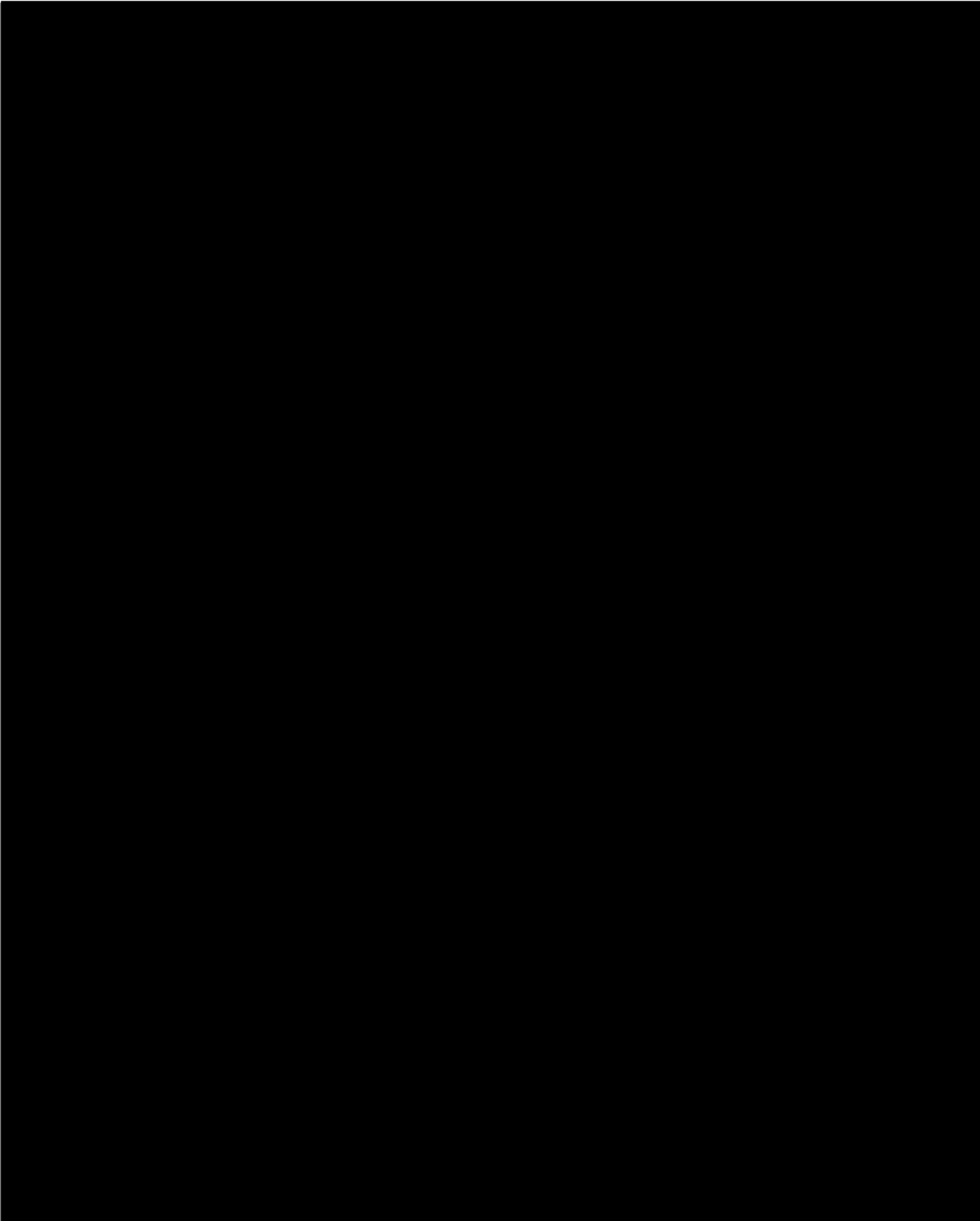
Name: \_\_\_\_\_

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



**Margie Rodriguez**





**EXHIBIT F**

**Contract No. RR-16-9194**

**M&O**

**Arias Information Solutions LLC**

**SCOPE OF SERVICES**

1. Support Program Management listed under the Prime Agreement Scope

Support monthly progress reports on

o Technician efficiency (internal/external)

o Device Up Time

o Daily schedules

• Support Facilitate all staffing scheduling and assignments

• Support Contract administration for the ITS maintenance contract

2. Support ITS device inventory management, data entry and documentation

**EXHIBIT G**

**Contract No. RR-16-9194**

**Arias Information Solutions LLC**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
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**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**

<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 DBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_ -

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

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

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

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

EXHIBIT "1"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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.

**VOSB SUBCONSULTANTS**

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

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

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

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

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

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

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

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

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

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

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

TOTAL VOSB Subconsultants: \$ 

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TOTAL Additional Services VOSB Subconsultants: \$ 

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TOTAL Allowable Fee VOSB Subconsultants: \$ 

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# Contract Information Sheet

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

Consultant Name: TranSmart Technologies, Inc.

Contract Number: RR-16-9194

Proposal Date: 3/31/2017

**Exhibit Pointers** Editable cells in each exhibit are underlined in red

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

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



Contract Number: RR-16-9194 CAPITAL Consultant: TranSmart Technologies, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
ITS Network Support						46	46	46	46	46	46	46	46	46	322
<b>TOTALS</b>						46	46	46	46	46	46	46	46	46	322

Contract Number: RR-16-9194 CAPITAL Consultant: TransSmart Technologies, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
ITS Network Support	46	46	46	46	46	46	45	45	45	45	45	46	46	547
<b>TOTALS</b>	46	46	46	46	46	46	45	45	45	45	45	46	46	547

Contract Number: RR-16-9194 CAPITAL Consultant: TranSmart Technologies, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
ITS Network Support	46	45	45	45	45	45	45	45	45	45	45	45	46	542
<b>TOTALS</b>	46	45	45	45	45	45	45	45	45	45	45	45	46	542



Contract Number: RR-16-9194 CAPITAL TranSmart Technologies, Inc. Consultant: TranSmart Technologies, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2021												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
ITS Network Support	46	45	45	45	45	45	45	45	45	45	45	45	46	542
<b>TOTALS</b>	46	45	45	45	45	45	45	45	45	45	45	45	46	542

Rev. 10/2016

Contract Number: RR-16-9194 CAPITAL      Consultant: TranSmart Technologies, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2022												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
ITS Network Support	46	46	46	46	46									230
<b>TOTALS</b>	46	46	46	46	46									230



Contract No.: RR-16-9194 Consultant: TranSmart Technologies, Inc.

Date: 3/31/2017

**EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE**

CONTRACT TERM: 60 No. OF MONTHS  
 SCHEDULED START DATE: 6/1/2017  
 RAISE DATE: 3/1/2018  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

6/1/2017 - 2/28/2018	3/1/2018 - 2/28/2019	3/1/2019 - 2/29/2020	3/1/2020 - 2/28/2021	3/1/2021 - 2/28/2022
Date	Date	Date	Date	Date
9.0	12.0	12.0	12.0	12.0
60.0	60.0	60.0	60.0	60.0
15.00%	20.00%	20.00%	20.00%	20.00%
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**

3/1/2022 - 5/31/2022				
Date	Date	Date	Date	Date
3.0				
60.0	60.0	60.0	60.0	60.0
5.00%				
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: 100.00%



Contract No.: RR-16-9194 CAPITAL 2.5 Consultant: TranSmart Technologies, Inc.

Date: 3/31/2017 Escalation Factor: 100.00% (From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST - OVERTIME PREMIUM		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Estimated O/T Hours:		Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)			
							Total Estimated Work Hours:	Average Premium O/T Hourly Rate:				
							Total Estimated Work Hours:	2,725.00				
							Average Premium O/T Hourly Rate:	\$47.46				
							Total Direct Labor	\$129,328.50	Total Overtime Premium:			
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	68.00						
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	204.00						
No	Senior Engineer/Planner	\$40.00	\$70.00	\$67.87	\$67.87	136.00						
No	Resident Engineer	\$40.00	\$70.00	\$52.62	\$52.62	273.00						
No	Project Engineer/Planner	\$25.00	\$60.00	\$45.15	\$45.15	545.00						
No	Staff Engineer/Planner	\$20.00	\$40.00	\$34.94	\$34.94	545.00						
No	Engineer /Accountant	\$20.00	\$60.00	\$36.73	\$36.73	68.00						
No	Senior Technical Specialist	\$25.00	\$60.00	\$52.62	\$52.62	545.00						
No	Technical Specialist	\$15.00	\$50.00	\$36.73	\$36.73	273.00						
No	Architect	\$30.00	\$70.00									
No	Realty Specialists	\$20.00	\$70.00									
No	Intern	\$8.25	\$20.00									

Contract No.: RR-16-9194 CAPITAL 2.5 Consultant: TransSmart Technologies, Inc.

Date: 3/31/2017 Escalation Factor: 100.00%  
 (From Exhibit C-1)

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>					<b>DIRECT COST - OVERTIME PREMIUM</b>				
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B 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 C to Right)	Escalated Average Premium Overtime Hourly Rate (See Note D to Right)	
No	Admin/Clerical	\$8.25	\$40.00	\$26.88	\$26.88	68.00	2,725.00	\$47.46	\$129,328.50

Contract No.: RR-16-9194 CAPITAL

Consultant: TranSmart Technologies, Inc.

Date: 3/31/2017 2.5

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Principal Engineer	Karen George	\$50 - \$70
	Principal Engineer	Jing (Connie) Li	
Project Manager	Principal Engineer	<b>Austin Provost</b>	\$40 - \$70
Senior Engineer/Planner	Senior Professional	James LaMantia	\$40 - \$70
	Senior Professional	John Zietlow	
Resident Engineer	Senior Specialist	David DeKelaita	\$40 - \$70
Project Engineer/Planner	Engineer IV	<b>Joseph Malcolm</b>	\$25 - \$60
	Engineer IV	Daniel Meier	
Staff Engineer/Planner	Engineer III	Xiaoxuan (Robert) Chen	\$20 - \$40
Engineer /Accountant	Specialist III	James Larucci	\$20 - \$60
Senior Technical Specialist	Senior Specialist	Richard Cai	\$25 - \$60
	Senior Specialist	Xiangjun (Frank) Liu	
Technical Specialist	Specialist III	Glen Ausse	\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Assistant Project Controller	Joshua Kodet	\$8.25 - \$40

Rev. 10/2016

Contract No.: RR-16-9194 Consultant: TranSmart Technologies, Inc.  
CAPITAL

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. **VEHICLE REIMBURSEMENT - rate based on link below**  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.asp>
  
- B. **ALLOWABLE DIRECT COSTS - based on link below**  
[http://www.illinoistollway.com/documents/10157/2389762/12\\_LG\\_TOLLWAY\\_XX\\_ALLOWABLEDIRECTCOSTS\\_10012013.PDF](http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.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**

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**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)      \$ 21,738.00**

## ALLOWABLE DIRECT COSTS

10.01.2013

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

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

## **ALLOWABLE DIRECT COSTS**

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

## ALLOWABLE DIRECT COSTS

### 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-16-9194  
CAPITAL

Consultant: TranSmart Technologies, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** Austin Provost

**Project Manager:** Austin Provost

**Project Engineer:** Joseph Malcolm

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

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

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

**Project Structural Engineer:** \_\_\_\_\_

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

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

**Others:** Name: \_\_\_\_\_

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

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

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

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

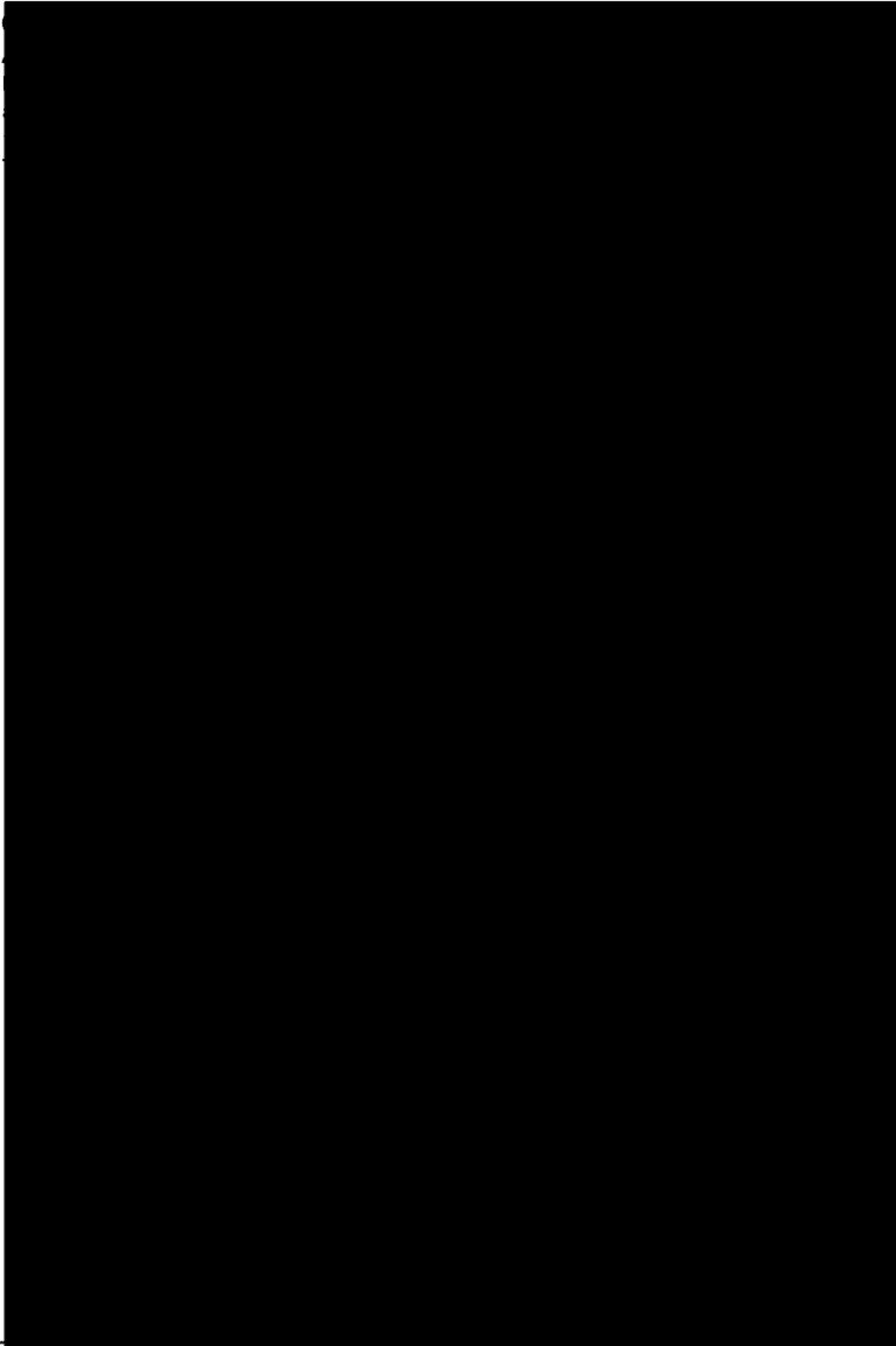
Classification: \_\_\_\_\_

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

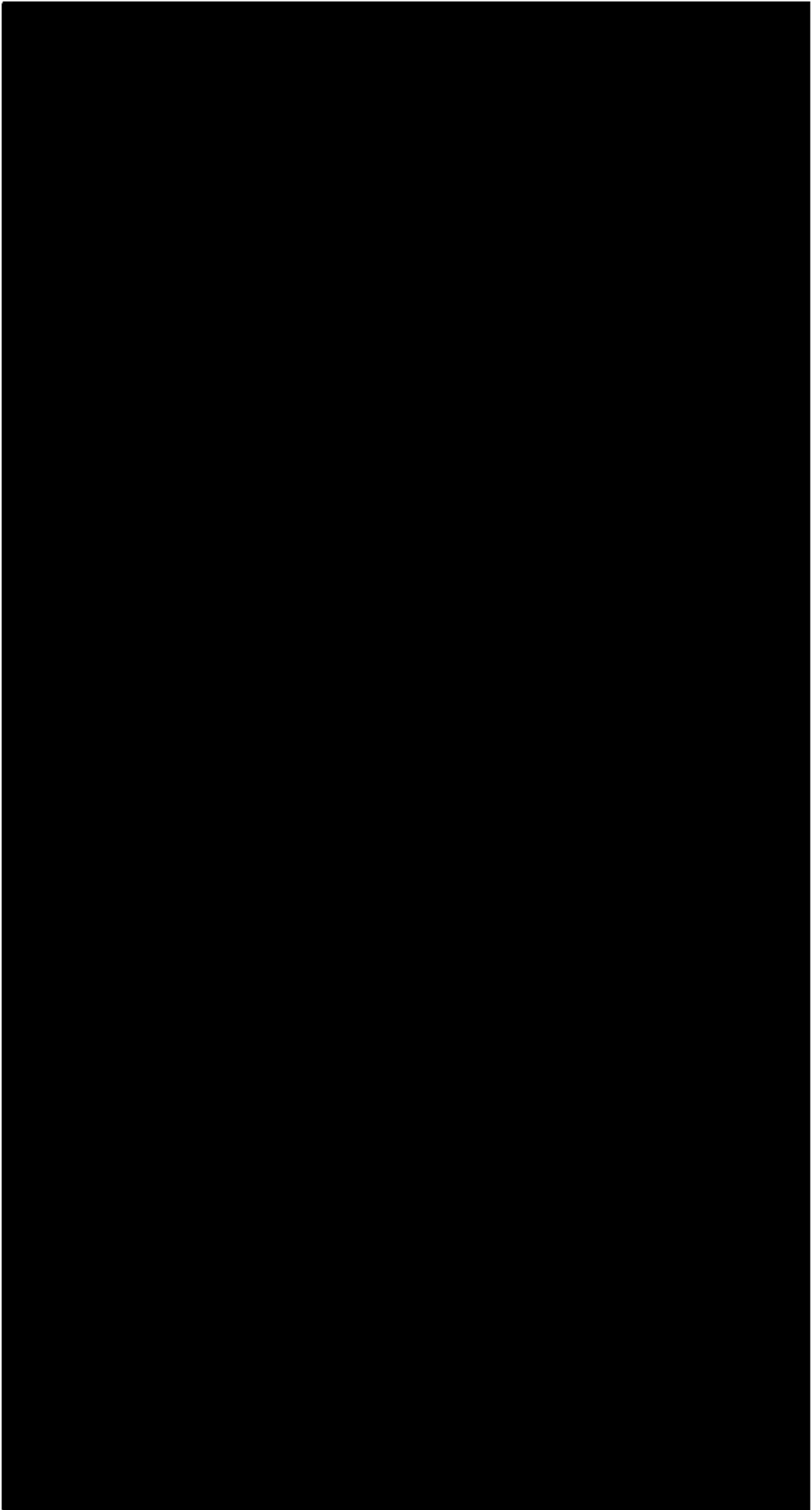
Classification: \_\_\_\_\_



**Austin Provost**  
Vice President & Senior  
Project Manager



**Austin Provost**  
Vice President &  
Senior Project Manager  
Page 2

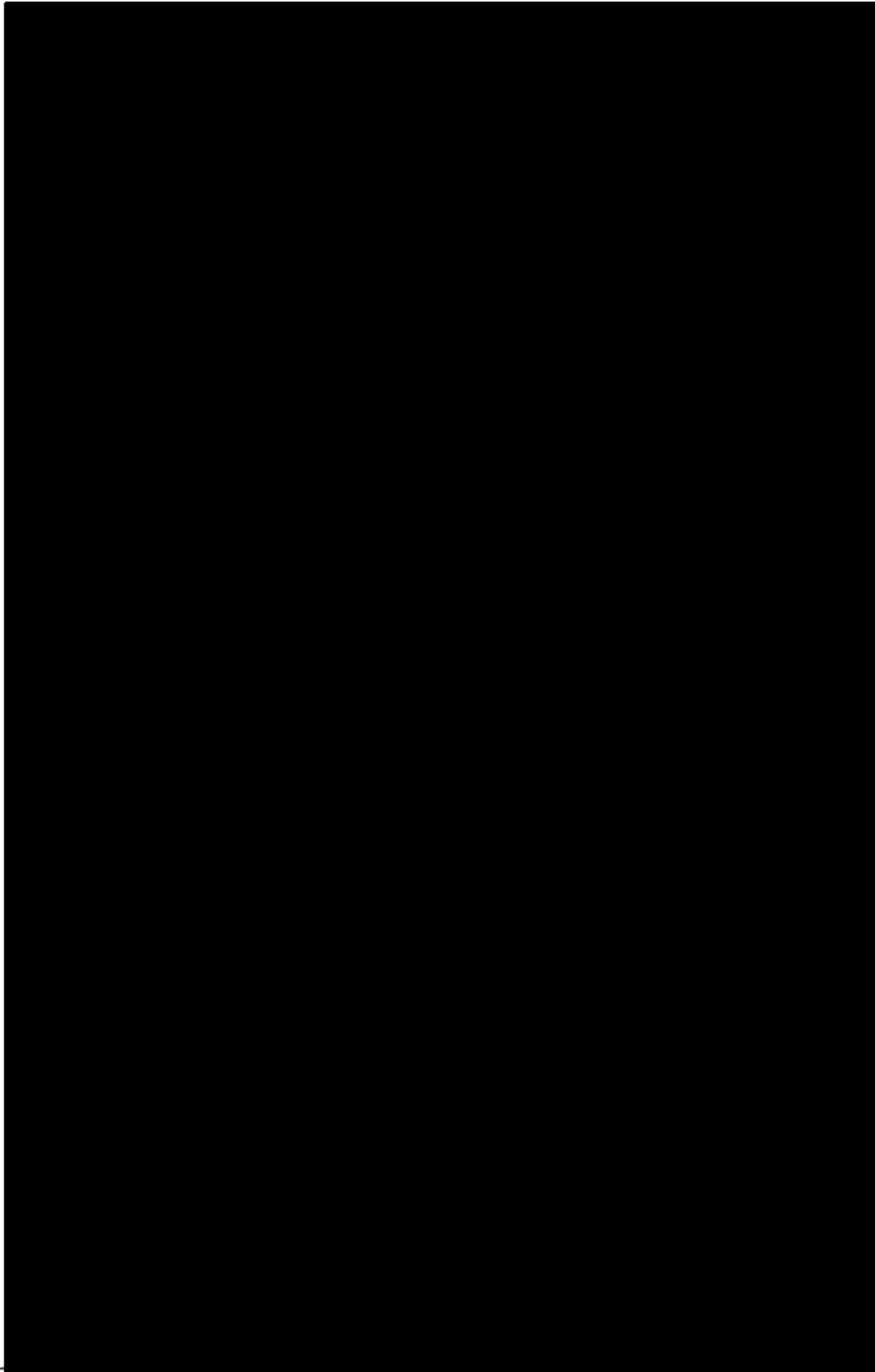


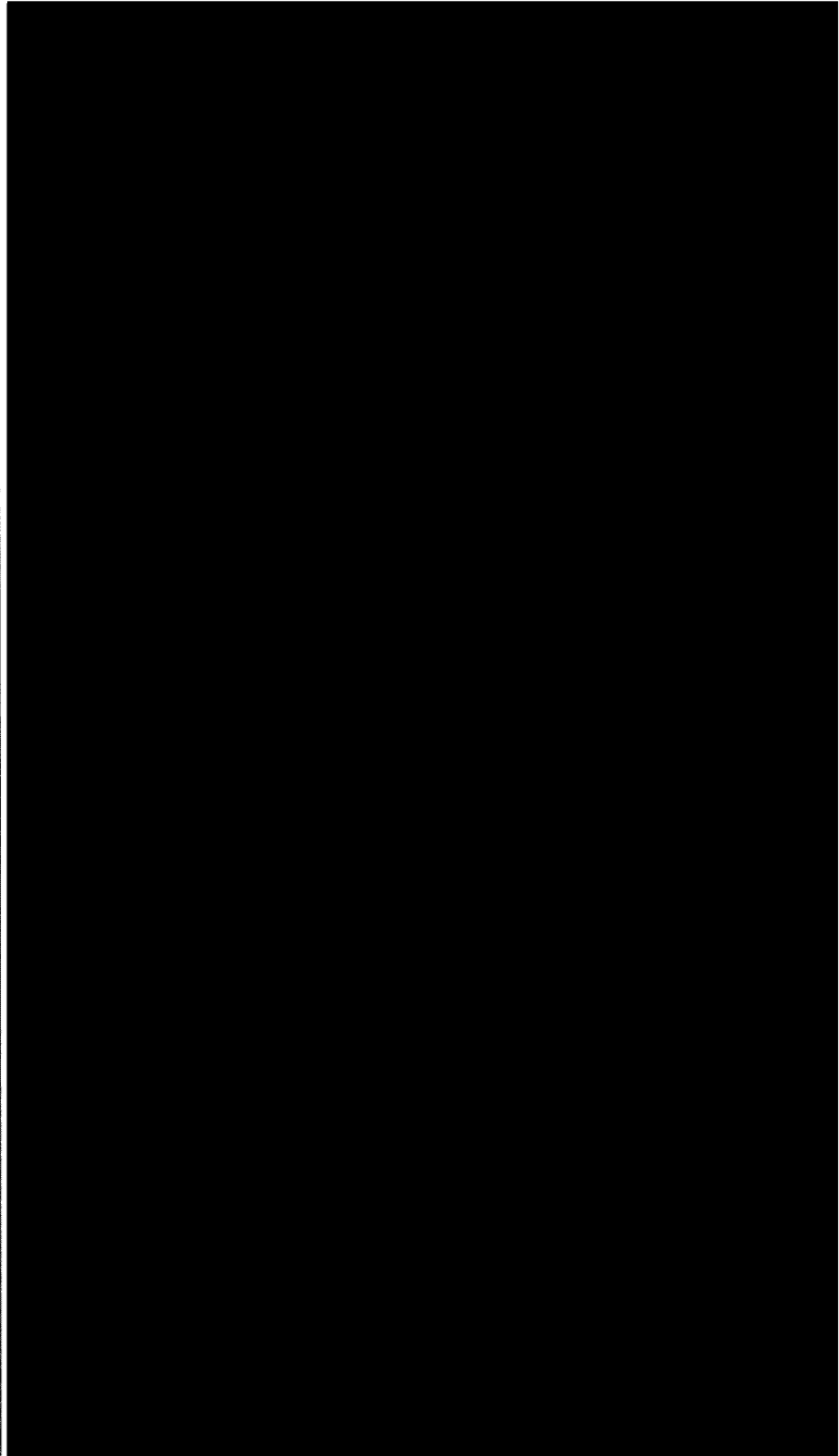
15 Ellis Potter Court | Madison, WI 53711 | 608.268.3910

10 S. Riverside Plaza— Suite 875 | Chicago, IL 60606 | 312.474.7823

[transmartinc.com](http://transmartinc.com)

**Joseph Malcolm**  
Systems Engineer





## **EXHIBIT F**

**Contract No. RR-16-9194**

**CAPITAL**

**TranSmart Technologies, Inc.**

### **SCOPE OF SERVICES**

TranSmart Technologies, Inc. as a Subconsultant to Parsons will provide professional consulting services and technical support to the Illinois Tollway (ISTHA) for the systemwide ITS Maintenance and Network Deployment Guidance and Support Management Contract (RR-16-9194). It is anticipated the work under this contract agreement and associated scope will be mutually agreed upon and as authorized by ISTHA and Parsons. Typical tasks could include projects not in conflict with any other existing work as required for the Tollway system, which may include, but not be limited to as follows:

1. Capital Program Management - Manage the Tollway's ITS maintenance and network program which includes, but is not limited to:

- Meet the Tollways field and network device uptime for new capital ITS deployments
- Recommend and implement preventative maintenance plan
- Provide accurate monthly progress reports o Technician efficiency (internal/external)
  - o Device Up Time
  - o Daily schedules
- Provide and adhere to a Quality Assurance / Quality Control Program
- Conduct regularly scheduled project status meetings
- Device configuration and installation:
  - o ITS Devices
  - o Network Devices
- Plan review requests (Design, Construction, Configuration, Installation) to ensure system is maintainable
- Coordination with internal / external Tollway groups: o ITS Unit
  - o ITS Unit
  - o Engineering Department
  - o IT Department
  - o Business Systems
  - o System Integrator
  - o Construction Managers
  - o Designers
  - o Maintenance Contractor

2. Device Configuration –

- Meet the Tollways field device functional uptime requirements on a 24/7/365 basis
- Provide real-time status of all ITS field devices as part of capital
- Coordinate with contractors/vendors
- Configure various ITS devices for field deployment
- Attend various internal and external stakeholder meetings
- Review designs, specifications, estimates and test plans

3. Network Configuration for Capital ITS –

- Meet the Tollway's networking device functional uptime requirements on a 24/7/365 basis
- Provide real-time status of all network devices
- Coordinate with contractors/vendors
- Configure various network devices for field deployment
- Provide initial trouble ticket triage at the CA office
- Provide trouble ticket field investigation and remediation
- Install and commission field networking hardware
- Attend various internal and external stakeholder meetings
- Review designs, specifications and test plans
- Coordination with Tollway's IT department

**EXHIBIT G**

**Contract No. RR-16-9194**

**TranSmart Technologies, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
13-0074	TIMS Maintenance/Enhancement/Upgrad	\$597,438.00	\$342,659.00	7/1/2019
14-0017	Systemwide ITS Field Equip Maintenanc	\$779,015.00	\$447,187.00	11/1/2019
I-15-4657	EOWA I-490 ITS/AET Phase II Eng	\$407,769.00	\$402,146.00	12/1/2022

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT "1"

**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: \$ -



**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.

**VOSB 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 VOSB Subconsultants: \$ \_\_\_\_\_ -

TOTAL Additional Services VOSB Subconsultants: \$ \_\_\_\_\_ -

TOTAL Allowable Fee VOSB Subconsultants: \$ \_\_\_\_\_ -

**M&O**

# Contract Information Sheet

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

Consultant Name: Parsons Transportation Group Inc.

Contract Number: RR-16-9194

Proposal Date: 3/31/2017

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-16-9194

M&O

Consultant: Parsons Transportation Group Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2017												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		Grand Total Exhibit A Hours			
Program Management						65	65	65					65	65			455
Network Guidance and Specifications Review						39	39	39					39	39			273
Network configurations and maintenance						130	130	130					130	130			910
Managing Ticket system and CM						130	130	130					130	130			910
ITS device configurations and maintenance						19.5	19.5	19.5					19.5	19.5			136.5
<b>TOTALS</b>						383.5	383.5	383.5					383.5	383.5			2684.5

Contract Number: RR-16-9194

M&O

Consultant:

Parsons Transportation Group Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Program Management	65	65	65	65	65	65	65	65	65	65	65	65	65	780
Network Guidance and Specifications Review	39	39	39	39	39	39	39	39	39	39	39	39	39	468
Network configurations and maintenance	130	130	130	130	130	130	130	130	130	130	130	130	130	1560
Managing Ticket system and CM	130	130	130	130	130	130	130	130	130	130	130	130	130	1560
ITS device configurations and maintenance	19.5	19.5	19.5	19.5	19.5	19.5	19.5	19.5	19.5	19.5	19.5	19.5	19.5	234
<b>TOTALS</b>	<b>383.5</b>	<b>383.5</b>	<b>383.5</b>	<b>383.5</b>	<b>383.5</b>	<b>383.5</b>	<b>383.5</b>	<b>383.5</b>	<b>383.5</b>	<b>383.5</b>	<b>383.5</b>	<b>383.5</b>	<b>383.5</b>	<b>4602</b>

Contract Number:

RR-16-9194

M&O

Consultant:

Parsons Transportation Group Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Program Management	65	65	65	65	65	65	65	65	65	65	65	65	65	780
Network Guidance and Specifications Review	39	39	39	39	39	39	39	39	39	39	39	39	39	468
Network configurations and maintenance	130	130	130	130	130	130	130	130	130	130	130	130	130	1560
Managing Ticket system and CM	130	130	130	130	130	130	130	130	130	130	130	130	130	1560
ITS device configurations and maintenance	19.5	19.5	19.5	19.5	19.5	19.5	19.5	19.5	19.5	19.5	19.5	19.5	19.5	234
<b>TOTALS</b>	383.5	383.5	383.5	383.5	383.5	383.5	383.5	383.5	383.5	383.5	383.5	383.5	383.5	4602

Contract Number: RR-16-9194 M&O

Consultant: Parsons Transportation Group Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2020												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Program Management	65	65	65	65	65	65	65	65	65	65	65	65	65	780
Network Guidance and Specifications Review	39	39	39	39	39	39	39	39	39	39	39	39	39	468
Network configurations and maintenance	130	130	130	130	130	130	130	130	130	130	130	130	130	1560
Managing Ticket system and CM	130	130	130	130	130	130	130	130	130	130	130	130	130	1560
ITS device configurations and maintenance	19.5	19.5	19.5	19.5	19.5	19.5	19.5	19.5	19.5	19.5	19.5	19.5	19.5	234
<b>TOTALS</b>	383.5	383.5	383.5	383.5	383.5	383.5	383.5	383.5	383.5	383.5	383.5	383.5	383.5	4602

Contract Number: RR-16-9194

M&O

Consultant: Parsons Transportation Group Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Program Management	65	65	65	65	65	65	65	65	65	65	65	65	65	780
Network Guidance and Specifications Review	39	39	39	39	39	39	39	39	39	39	39	39	39	468
Network configurations and maintenance	130	130	130	130	130	130	130	130	130	130	130	130	130	1560
Managing Ticket system and CM	130	130	130	130	130	130	130	130	130	130	130	130	130	1560
ITS device configurations and maintenance	19.5	19.5	19.5	19.5	19.5	19.5	19.5	19.5	19.5	19.5	19.5	19.5	19.5	234
<b>TOTALS</b>	383.5	383.5	383.5	383.5	383.5	383.5	383.5	383.5	383.5	383.5	383.5	383.5	383.5	4602







Contract No.: RR-16-9194 Consultant: Parsons Transportation Group Inc.

Date: 3/31/2017

**EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE**

CONTRACT TERM: 60 No. OF MONTHS  
 SCHEDULED START DATE: 6/1/2017  
 RAISE DATE: 6/1/2018  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

6/1/2017	-	5/31/2018	6/1/2018	-	5/31/2019	6/1/2019	-	5/31/2020	6/1/2020	-	5/31/2021	6/1/2021	-	5/31/2022
Date		Date	Date	Date	Date	Date	Date	Date	Date	Date	Date	Date	Date	Date
12.0		60.0	12.0	60.0	12.0	60.0	12.0	60.0	12.0	60.0	12.0	60.0	12.0	60.0
20.00%		20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%
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	Date	Date	Date	Date	Date	Date
60.0		60.0	60.0	60.0	60.0	60.0	60.0	60.0	60.0	60.0	60.0	60.0	60.0	60.0
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: 100.00%

Contract No.: RR-16-9194 M&O 2.5

Consultant: Parsons Transportation Group Inc.

Date: 3/31/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>							<b>DIRECT COST OVERTIME PREMIUM</b>		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Estimated O/T Hours:		Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
							Total Estimated Work Hours: 23,010.00	Average Premium O/T Hourly Rate: \$57.78	
Total Direct Labor \$1,329,517.80							Total Overtime Premium:		
No	Principal	\$50.00	\$70.00						
No	Project Manager	\$40.00	\$70.00	\$56.65	\$56.65	3,900.00			
No	Senior Engineer/Planner	\$40.00	\$70.00	\$70.00	\$70.00	10,140.00			
No	Resident Engineer	\$40.00	\$70.00						
No	Project Engineer/Planner	\$25.00	\$60.00						
No	Staff Engineer/Planner	\$20.00	\$40.00	\$44.45	\$44.45	8,970.00			
No	Engineer /Accountant	\$20.00	\$60.00						
No	Senior Technical Specialist	\$25.00	\$60.00						
No	Technical Specialist	\$15.00	\$50.00						
No	Architect	\$30.00	\$70.00						
No	Realty Specialists	\$20.00	\$70.00						
No	Intern	\$8.25	\$20.00						
No	Admin/Clerical	\$8.25	\$40.00						

Contract No.: RR-16-9194 M&O

Consultant: Parsons Transportation Group Inc.

Date: 3/31/2017 **2.5**

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

<b>Tollway Classification</b>	<b>Consultant Classification (specific to each company)</b>	<b>Consultant Employee Name (SEE NOTE 1 TO RIGHT)</b>	<b>Range per Hour</b>
Principal			\$50 - \$70
Project Manager	Sr. Project Manager	<b>Bini William</b>	\$40 - \$70
Senior Engineer/Planner	Senior Engineer	<b>Dan Gibbons</b>	\$40 - \$70
	Senior Engineer	<b>Russ Bautch</b>	
Resident Engineer			\$40 - \$70
Project Engineer/Planner			\$25 - \$60
Staff Engineer/Planner	Staff Engineer	<b>Yuriy Momotov</b>	\$20 - \$40
	Staff Engineer	<b>Lynn Hurtado</b>	
	Staff Engineer	<b>Jennifer LaPorte</b>	
	Staff Engineer	<b>Michael Rampasard</b>	
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40

Contract No.: RR-16-9194 Consultant: Parsons Transportation Group Inc.  
M&O

**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/10157/2389762/12\\_LG\\_TOLLWAY\\_XX\\_ALLOWABLEDIRECTCOSTS\\_10012013.PDF](http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.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**

<b>Miscellaneous test equipment and cabling</b>

**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)      \$ 75,288.50**

## 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.”



## ALLOWABLE DIRECT COSTS

### 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-16-9194  
M&O

Consultant: Parsons Transportation Group Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

**Project Manager:** Bini William

**Communications Design Engineer:** Russ Bautch

**Network Engineer:** Dan Gibbons

**ITS Engineer:** Lynn Hurtado

**Network Engineer:** Yuriy Momotov

**Project Structural Engineer:** \_\_\_\_\_

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

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

**Others:** Name: Michael Rampasard

Classification: Staff Engineer

Name: Jennifer LaPorte

Classification: Staff Engineer

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

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

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

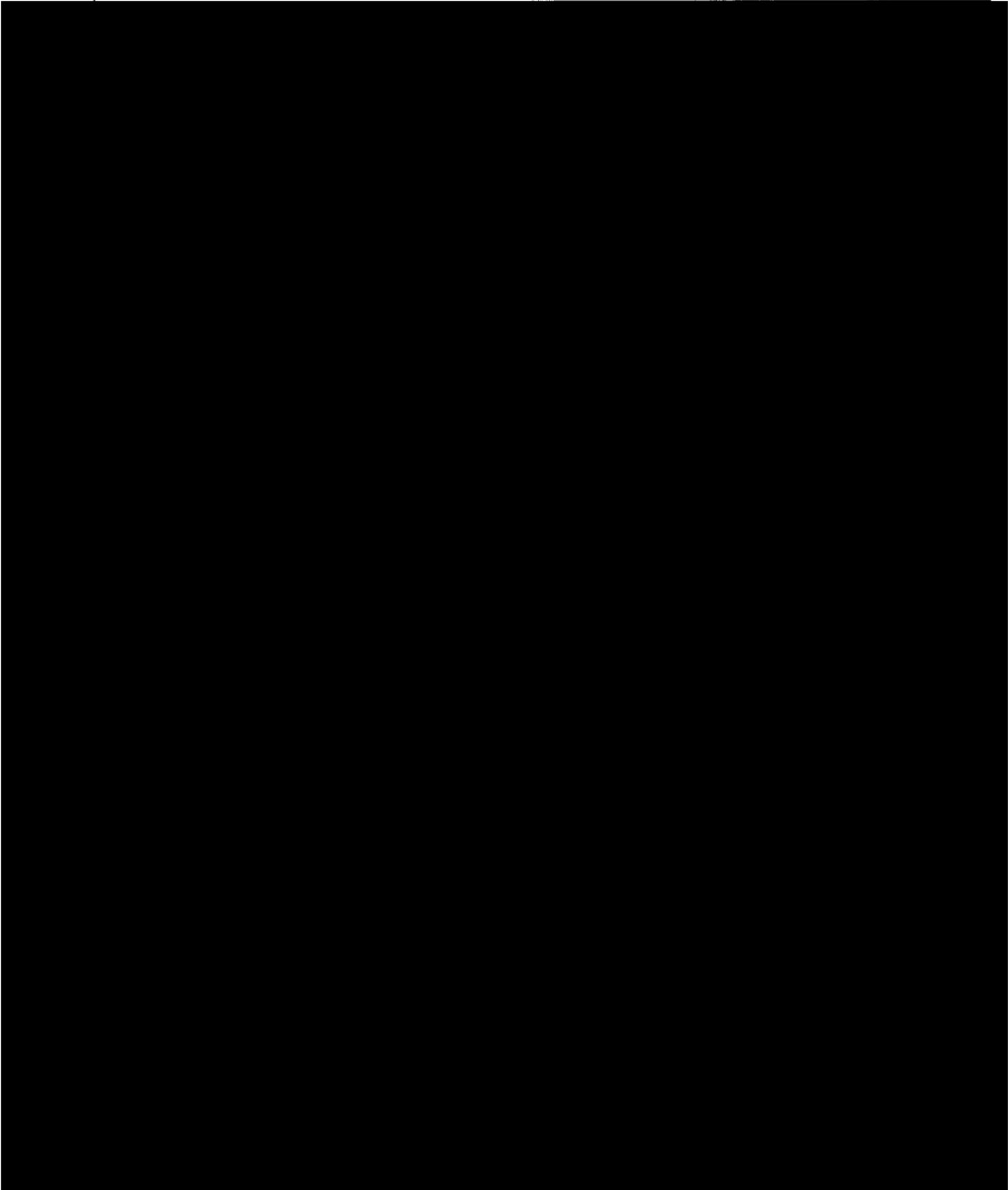
Classification: \_\_\_\_\_

**PARSONS**

**Bini William**

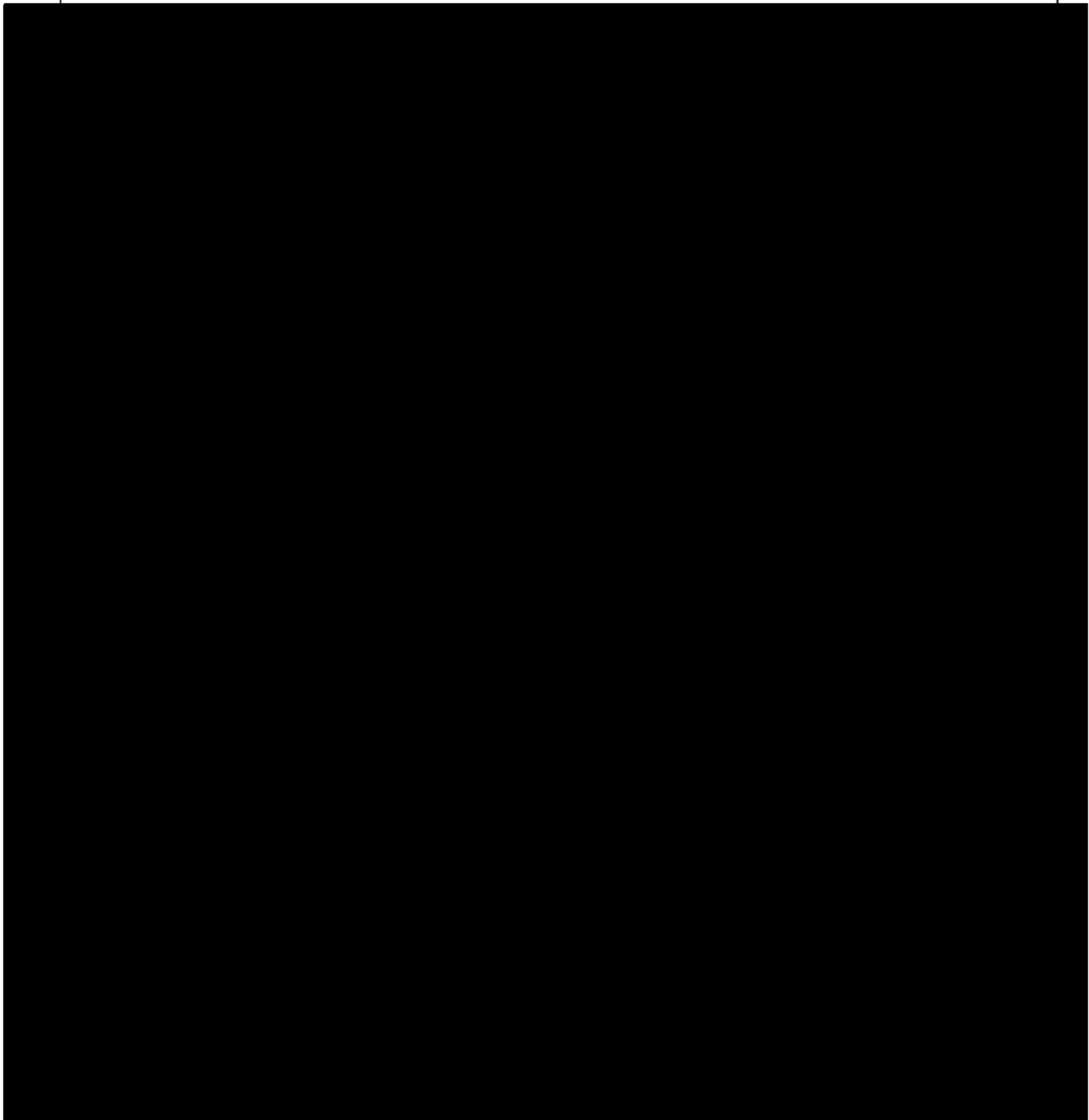
ITS Project Manager, Systems Business

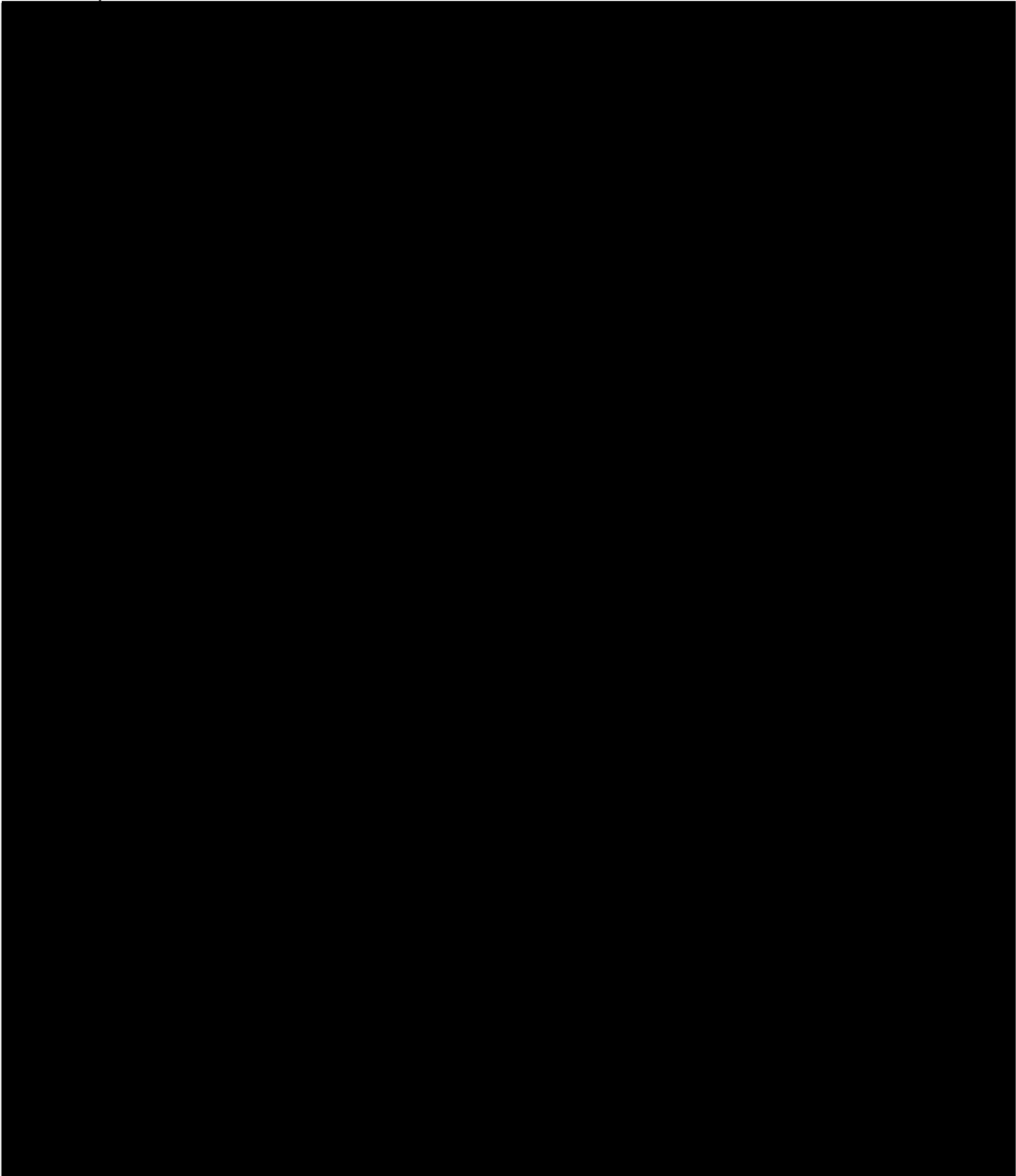


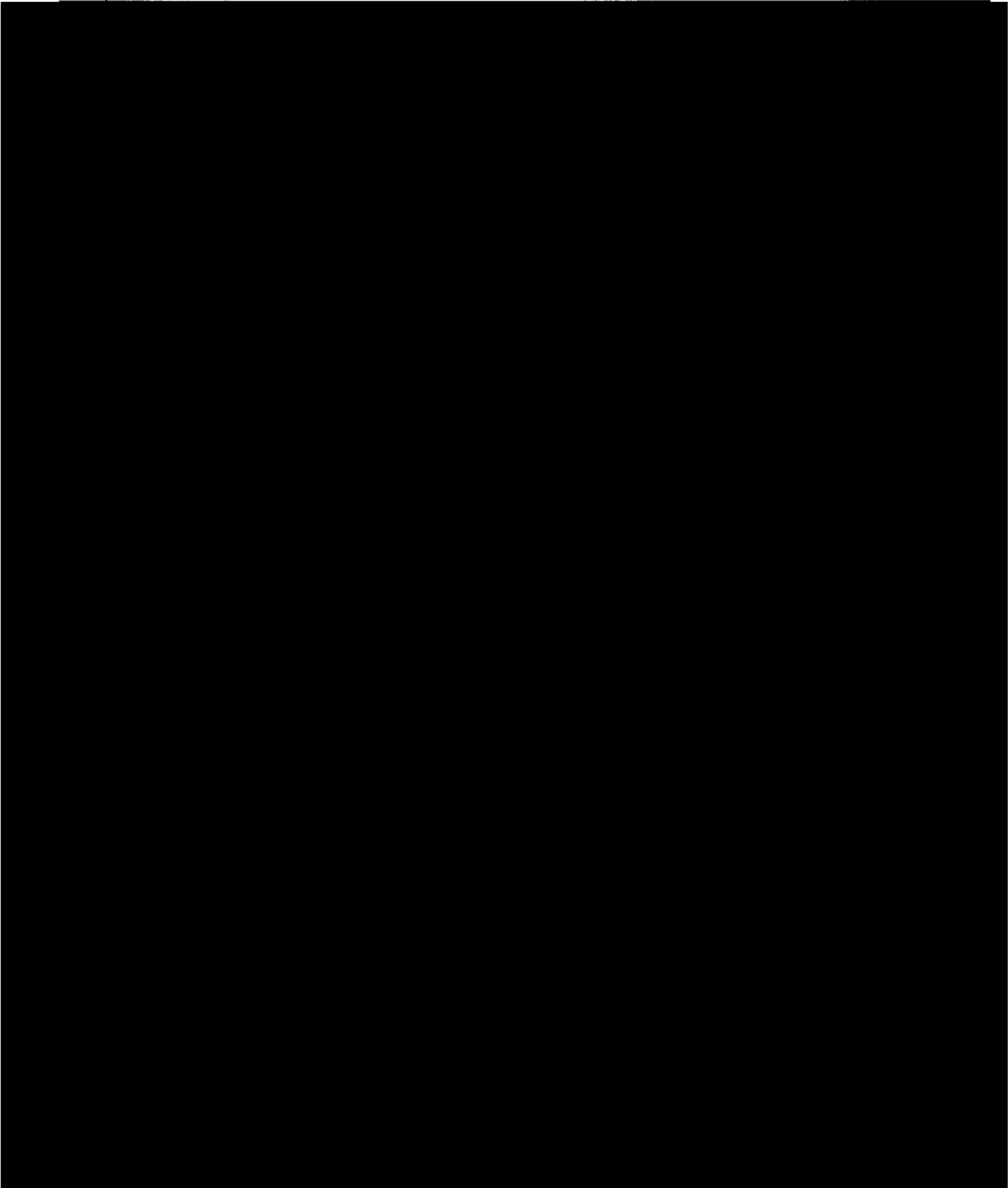


**PARSONS**

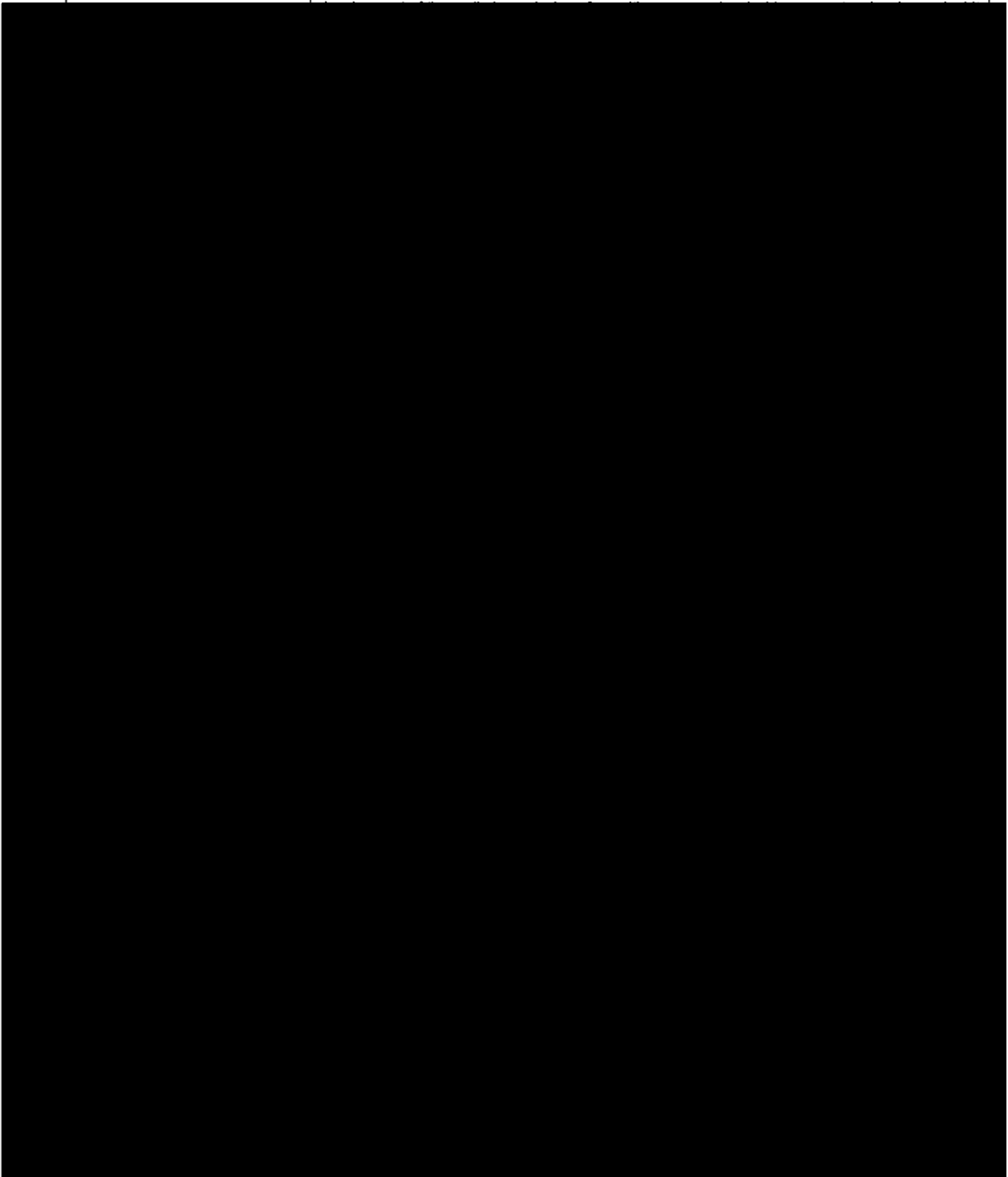
Russ Bautch, PE, CCNA  
Senior Project Manager

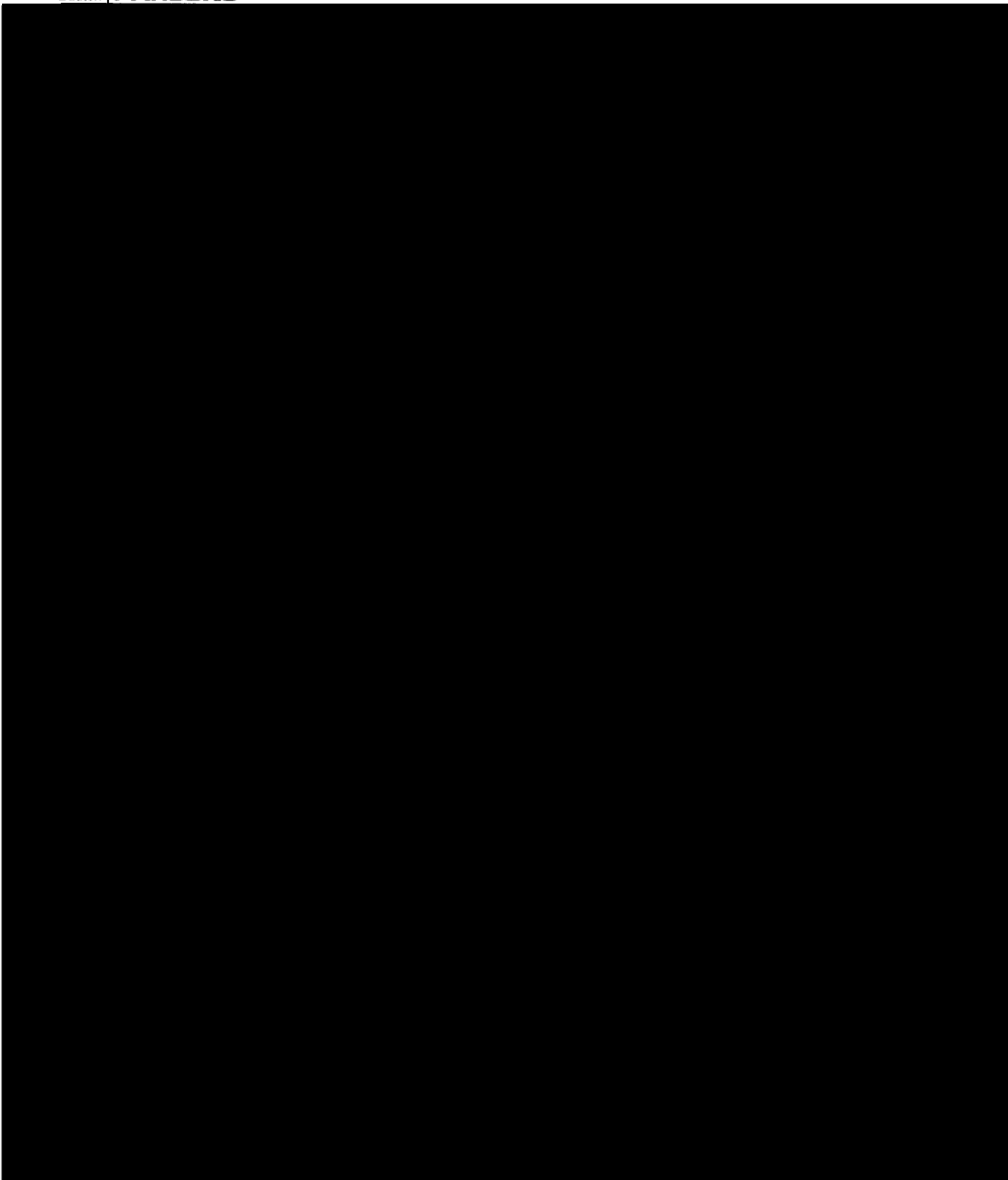


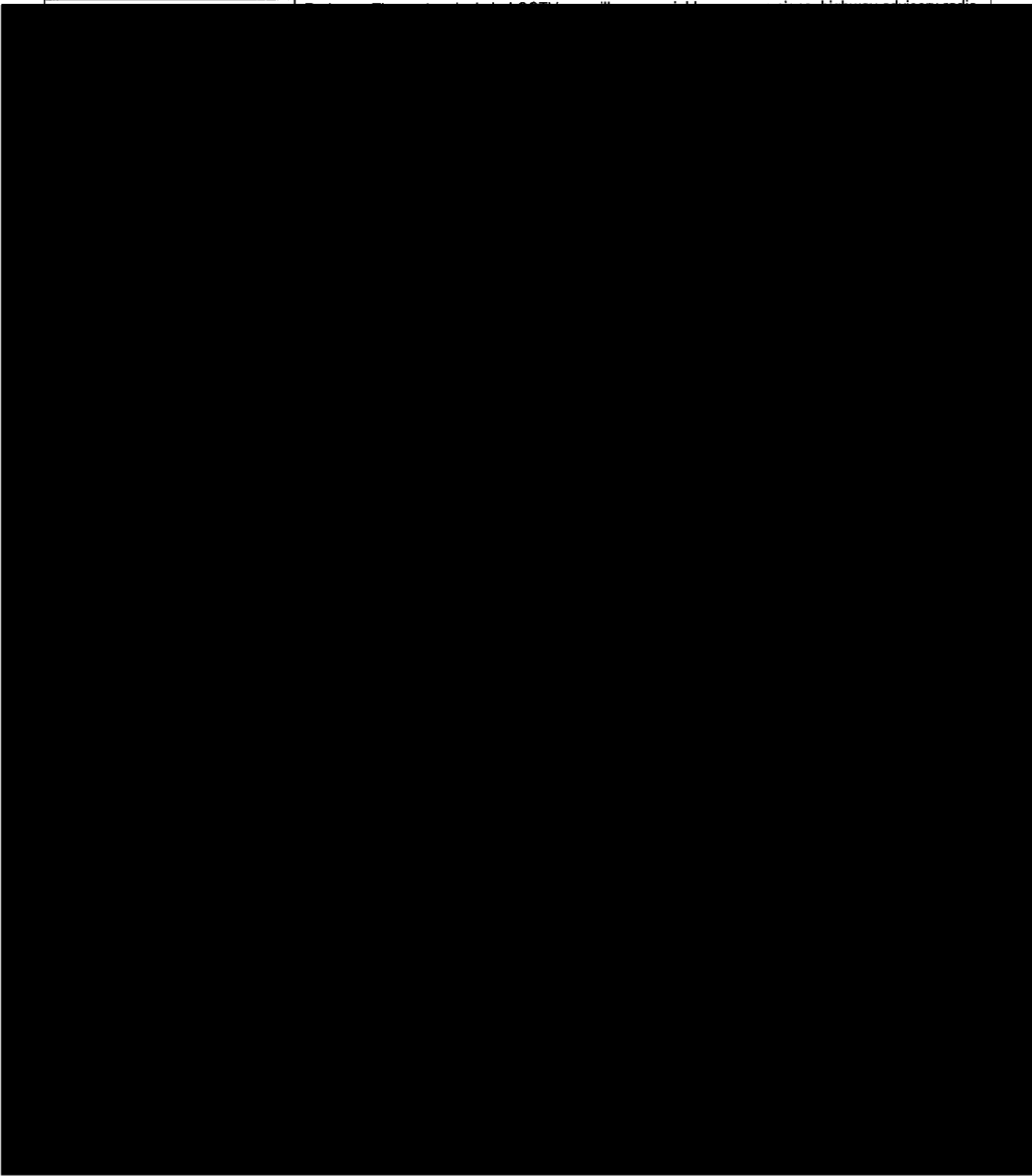








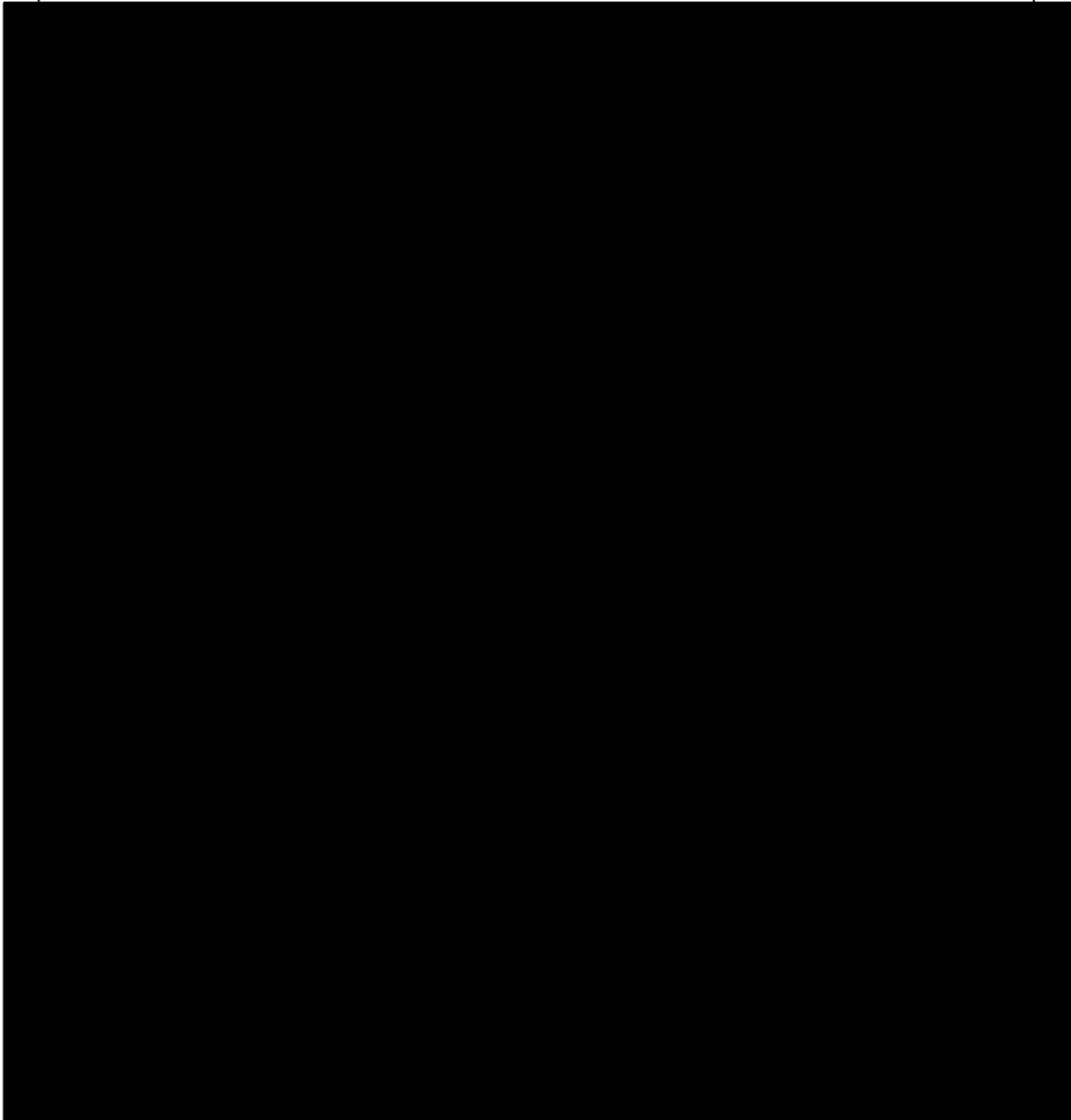


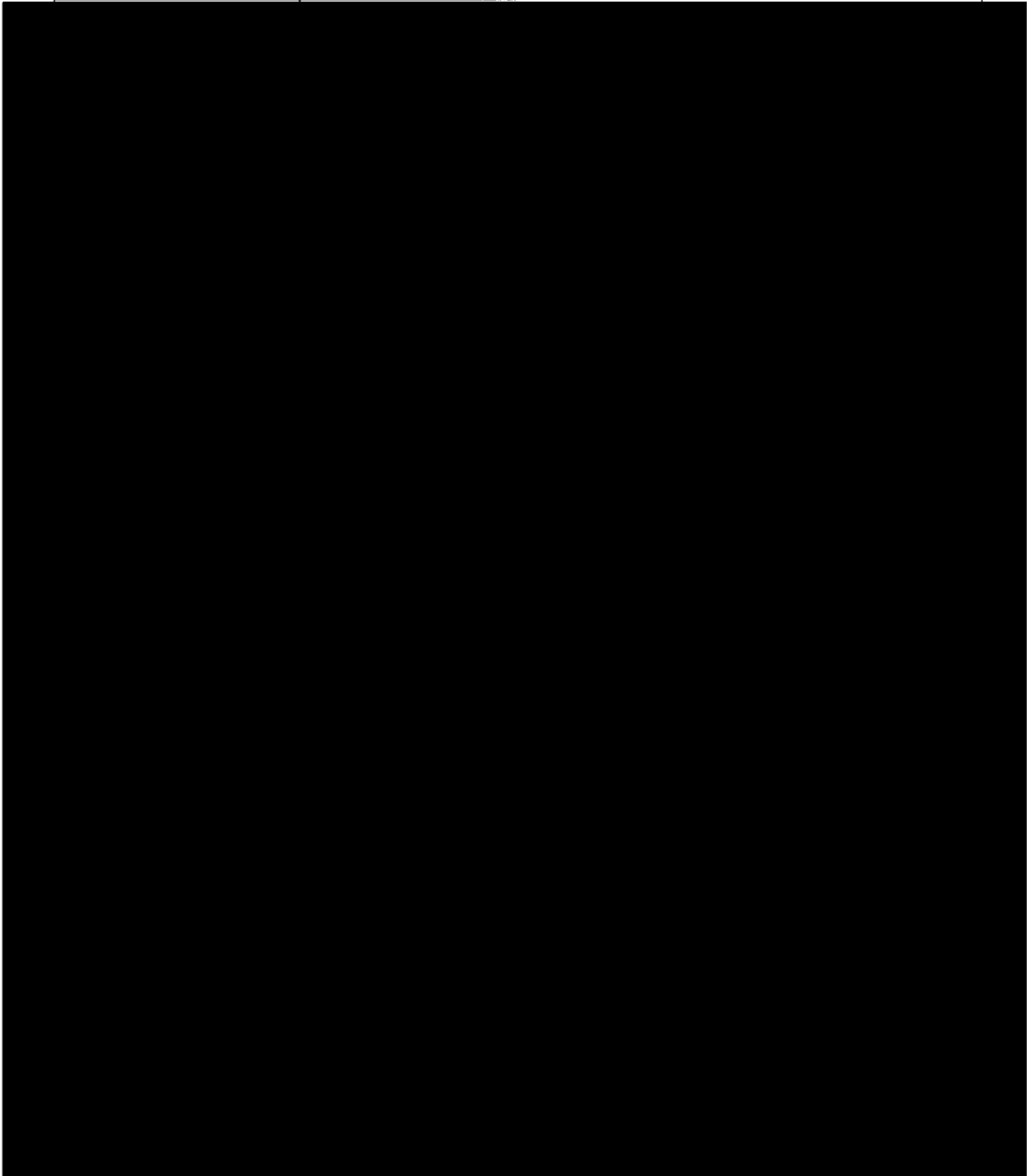


**PARSONS**

Dan Gibbons

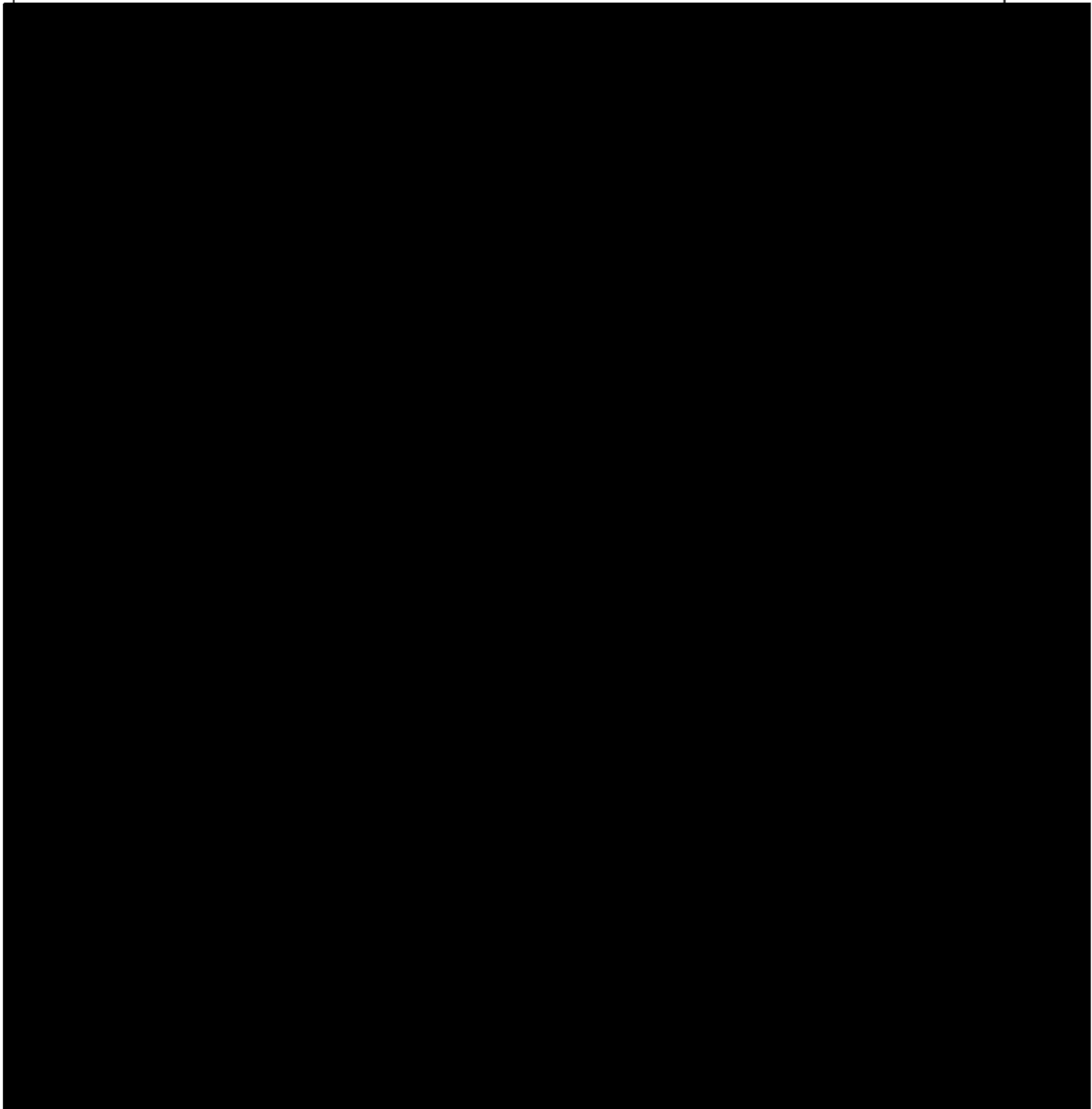
Senior Systems Engineering Manager

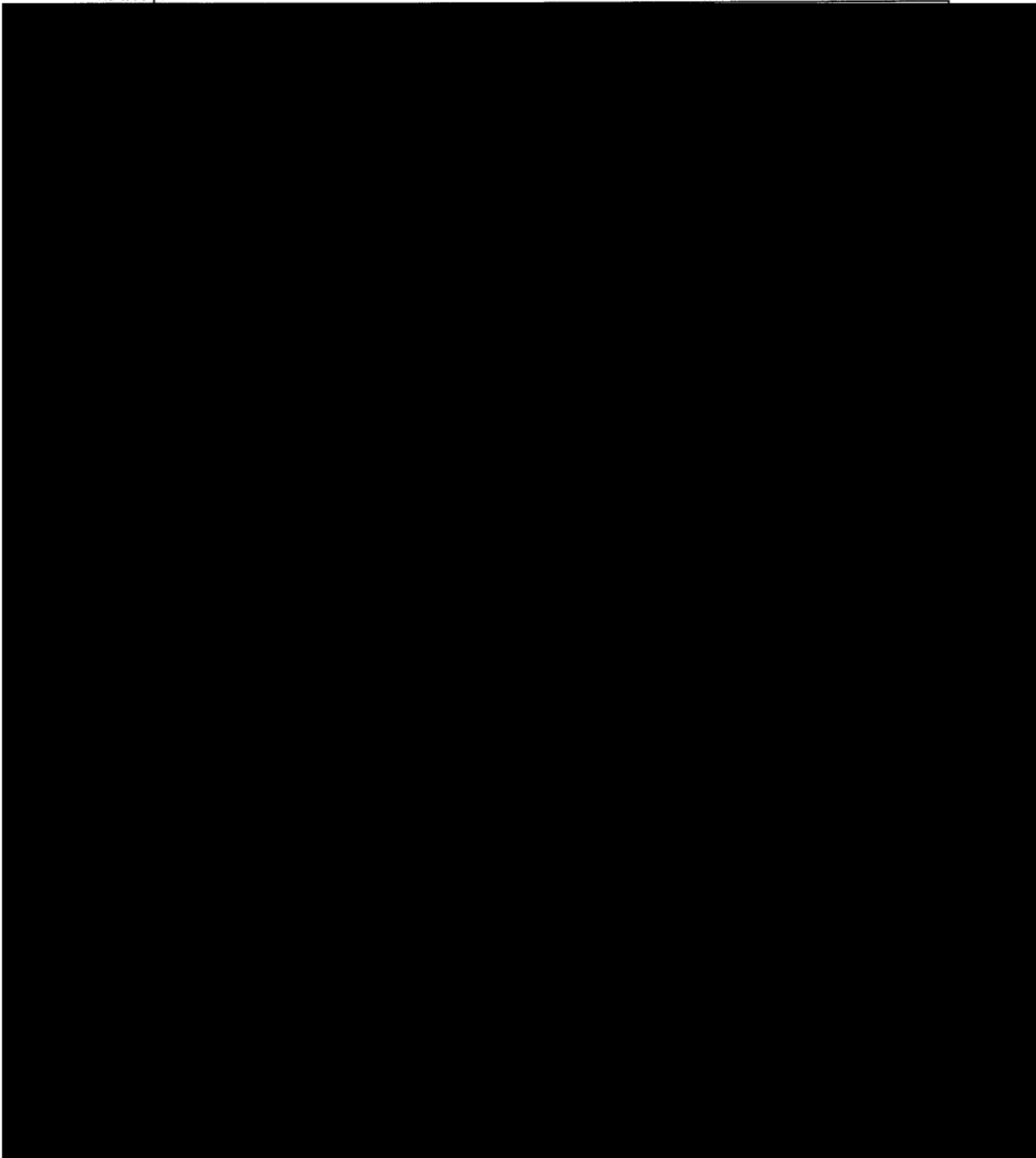




**PARSONS**

Lynn Hurtado  
Traffic Engineer



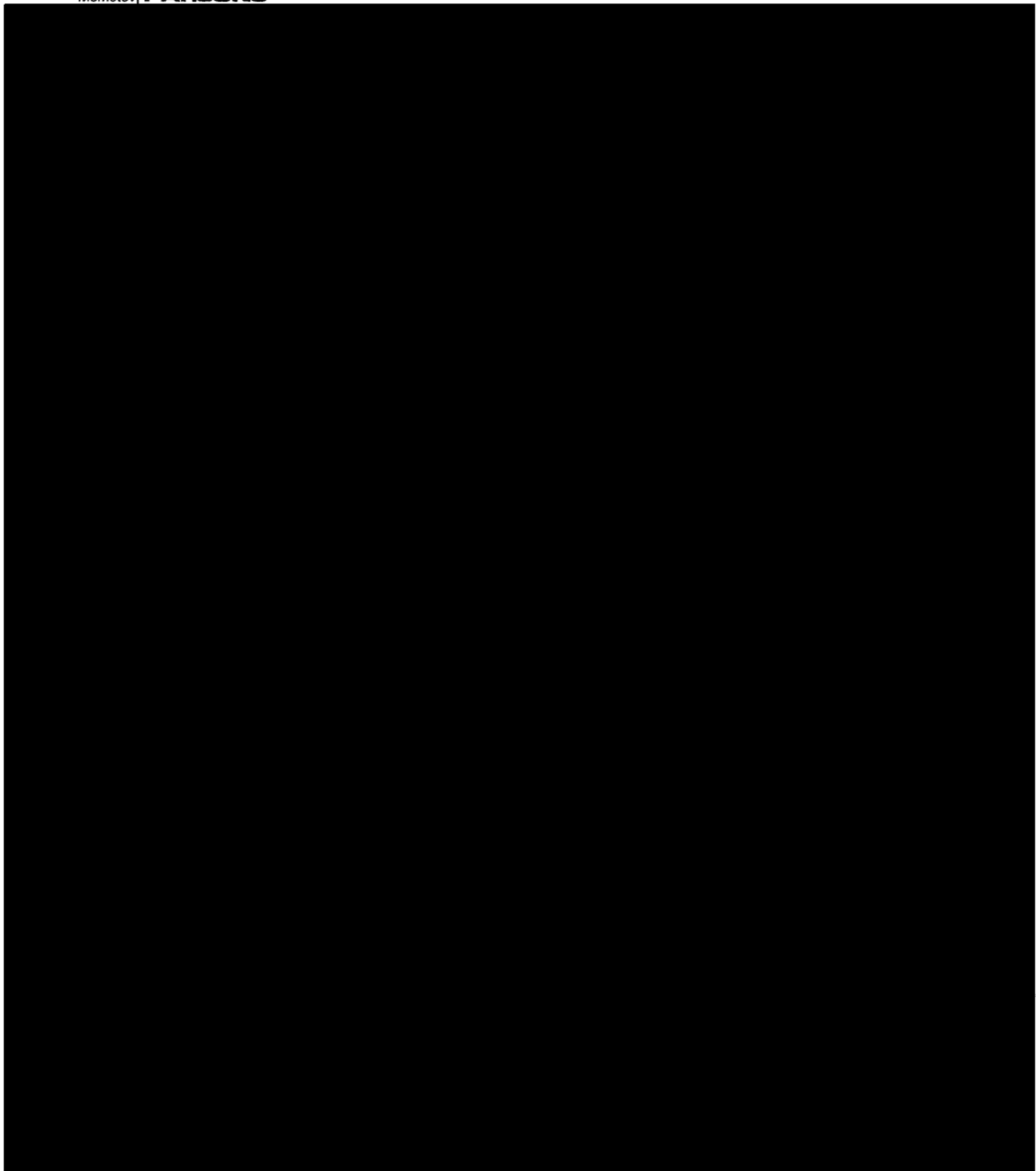


**PARSONS**

Yuriy Momotov

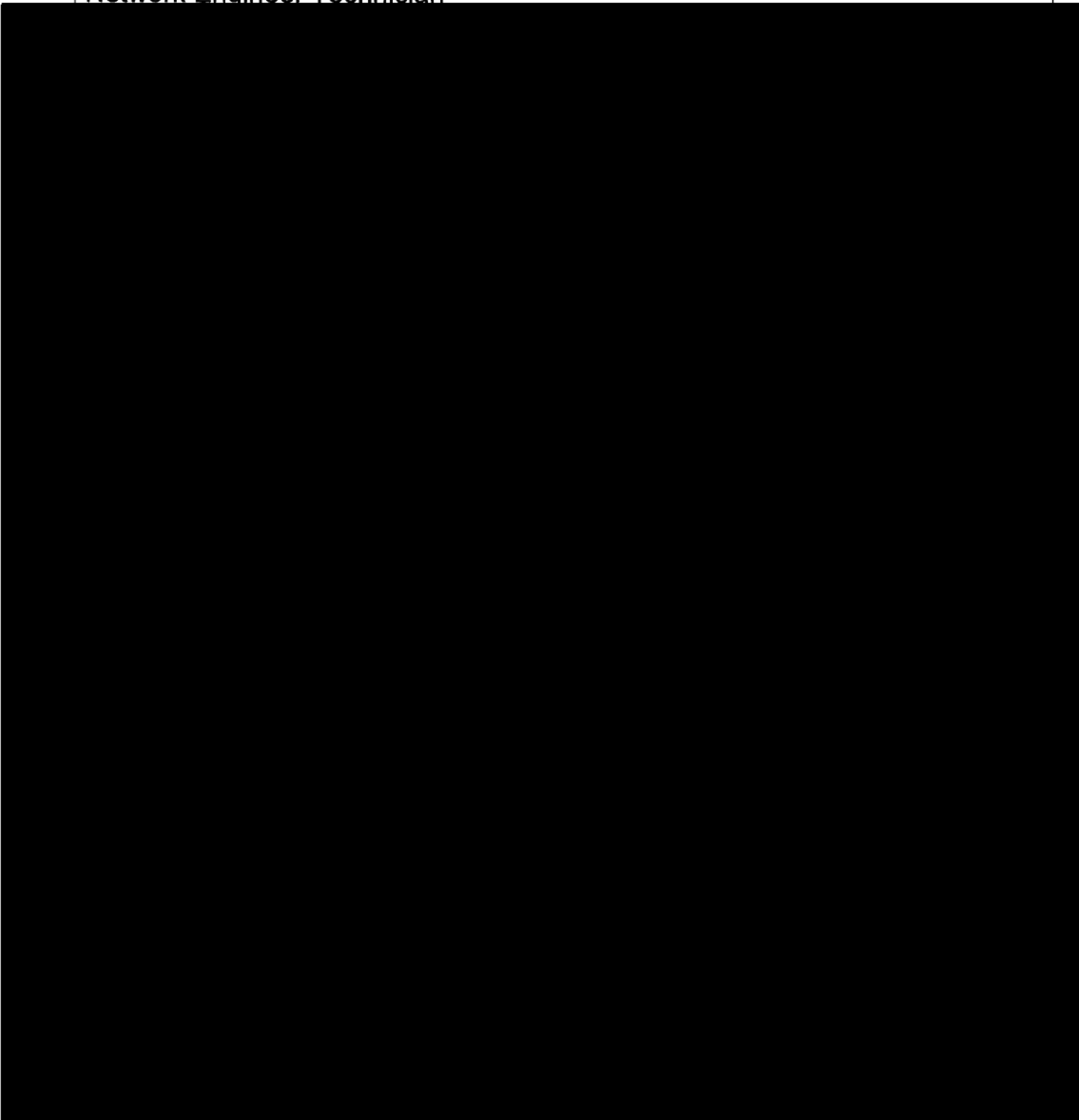
Network Engineer, Systems Business





**PARSONS**

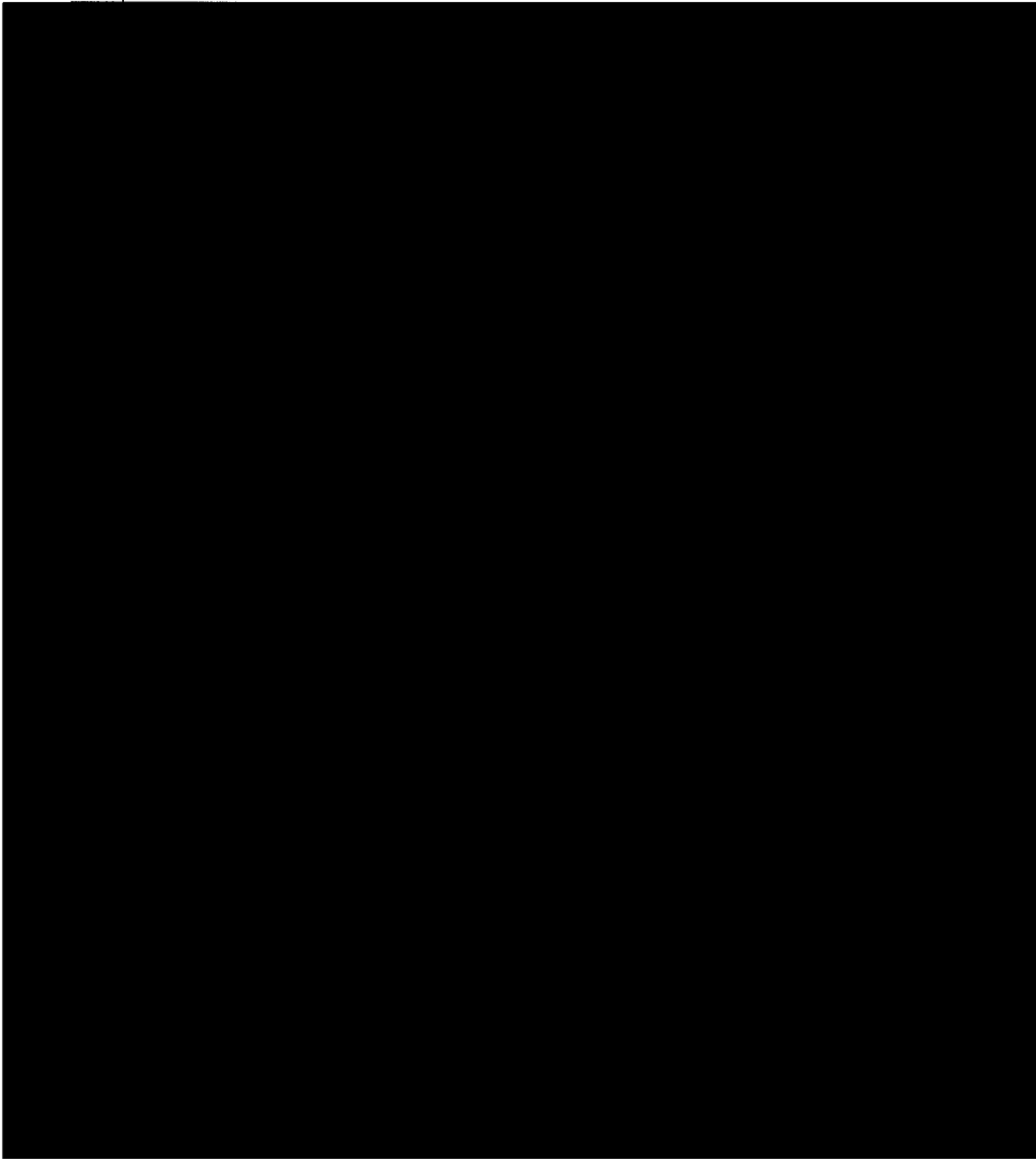
Michael Rampasard  
Network Engineer Technician





**PARSONS**

Jennifer LaPorte  
ITS Maintenance Coordinator



## **EXHIBIT F**

**Contract No. RR-16-9194**

**M&O**

**Parsons Transportation Group Inc.**

### **SCOPE OF SERVICES**

The Scope of Services is defined for the first 5 years, assuming linear expenditures consistent with Exhibits A and B.

1. Program Management - Manage the Tollway's ITS maintenance and network program which includes, but is not limited to:

- Meet the Tollways field and network device uptime
- Recommend and implement preventative maintenance plan
- Provide accurate monthly progress reports
- o Technician efficiency (internal/external)
- o Device Up Time
- o Daily schedules
  
- Provide and adhere to a Quality Assurance / Quality Control Program
- Conduct regularly scheduled project status meetings
- Facilitate all staffing scheduling and assignments including Tollway technicians
- Contract administration for the ITS maintenance contract
- Device configuration and installation:
  - o ITS Devices
  - o Network Devices
  
- Plan review requests (Design, Construction, Configuration, Installation) to ensure system is maintainable
- Coordination with internal / external Tollway groups:
  - o ITS Unit
  - o Engineering Department
  - o IT Department
  - o Business Systems
  - o System Integrator
  - o Construction Managers
  - o Designers
  - o Maintenance Contractor
  
- Work with Tollway to create an equipment obsolesces plan

2. ITS Maintenance and Device Configuration – Administer the Tollway's ITS maintenance program which includes, but is not limited to:

- Meet the Tollways field device functional uptime requirements on a 24/7/365 basis.
- Provide real-time status of all ITS field devices.
- Provide an asset management system for all ITS devices (stand alone or integrated system)
- Provide a trouble ticketing system that may or may not interface with TIMS to track device outage, repairs, and preventative maintenance needs.
- Coordinate with contractors/vendors
- Configure various ITS devices for field deployment.

## **EXHIBIT F**

**Contract No. RR-16-9194**

**M&O**

**Parsons Transportation Group Inc.**

### **SCOPE OF SERVICES**

- Provide initial trouble ticket triage at the CA office
- Provide trouble ticket field investigation and remediation
- Assign above cabinet trouble tickets to maintenance contractor
- Attend various internal and external stakeholder meetings
- Review designs, specifications, estimates and test plans

3. Network Configuration and Maintenance – Administer the Tollway’s Network maintenance program which includes, but is not limited to:

- Meet the Tollway’s networking device functional uptime requirements on a 24/7/365 basis.
- Provide real-time status of all network devices.
- Coordinate with contractors/vendors

- Configure various network devices for field deployment.
- Provide initial trouble ticket triage at the CA office
- Provide trouble ticket field investigation and remediation
- Install and commission field networking hardware.
- Attend various internal and external stakeholder meetings
- Review designs, specifications and test plans
- Coordination with Tollway’s IT department

The selected Consultant will provide on-site staff at the CA for this support. The Consultant shall be responsible for supplying and maintaining any maintenance vehicles, tools and test equipment needed under this Contract. Reimbursement of direct costs will be permissible as per Tollway allowances. The Consultant will be required to have staff available on-call 24/7/365 as required by the Tollway, with an on-site response time of maximum of two (2) hours, if required.

**EXHIBIT G**

**Contract No. RR-16-9194**

**Parsons Transportation Group Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
I-88	(RR-13-4116) I-88 Construction	\$3,348,579.00	\$260,000.00	7/1/2017
I-90	(I-14-4194) I-90 and systemwide CM	\$5,000,000.00	\$1,120,000.00	7/1/2018
I-294	(RR-14-4224) Roadway study	\$5,911,285.00	\$1,511,123.00	12/31/2017
13-0074	(RR-14-9156) TIMS Maintenance Support and Enhancement	\$8,534,822.00	\$4,500,000.00	7/21/2019



**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

<p>1 <u>TranSmart Technologies, Inc.</u></p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">\$ 969,963.75</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ 64,977.00</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">_____</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">_____</td></tr> <tr><td><b>Total this Subconsultant (ULC)</b></td><td style="text-align: right;"><b>\$ 1,034,940.75</b></td></tr> </table>	Direct Labor	\$ 969,963.75	Direct Costs	\$ 64,977.00	Services by Others	_____	Additional Services **	_____	<b>Total this Subconsultant (ULC)</b>	<b>\$ 1,034,940.75</b>	<p>6 _____</p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">_____</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">\$ -</td></tr> <tr><td><b>Total this Subconsultant (ULC)</b></td><td style="text-align: right;"><b>\$ -</b></td></tr> </table>	Direct Labor	_____	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	<b>Total this Subconsultant (ULC)</b>	<b>\$ -</b>
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Additional Services **	\$ -																				
<b>Total this Subconsultant (ULC)</b>	<b>\$ -</b>																				

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

**TOTAL DBE/MBE/WBE Subconsultants: \$ 1,034,940.75**

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

**TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 1,034,940.75**

**DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 70.12%**

**DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 70.12%**

**EXHIBIT "1"**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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.

**VOSB SUBCONSULTANTS**

<b>1</b>		<u>Arias Information Solutions, LLC</u>	
Direct Labor	\$	85,723.75	
Direct Costs	\$	4,276.25	
Services by Others			
Additional Services **			
<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>90,000.00</b>	
<b>2</b>			
Direct Labor			
Direct Costs			
Services by Others			
Additional Services **			
<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>	
<b>3</b>			
Direct Labor	\$	-	
Direct Costs	\$	-	
Services by Others	\$	-	
Additional Services **	\$	-	
<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>	
<b>4</b>			
Direct Labor	\$	-	
Direct Costs	\$	-	
Services by Others	\$	-	
Additional Services **	\$	-	
<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>	
<b>5</b>			
Direct Labor	\$	-	
Direct Costs	\$	-	
Services by Others	\$	-	
Additional Services **	\$	-	
<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>	

<b>6</b>			
Direct Labor			
Direct Costs	\$	-	
Services by Others	\$	-	
Additional Services **	\$	-	
<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>	
<b>7</b>			
Direct Labor	\$	-	
Direct Costs	\$	-	
Services by Others	\$	-	
Additional Services **	\$	-	
<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>	
<b>8</b>			
Direct Labor	\$	-	
Direct Costs	\$	-	
Services by Others	\$	-	
Additional Services **	\$	-	
<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>	
<b>9</b>			
Direct Labor	\$	-	
Direct Costs	\$	-	
Services by Others	\$	-	
Additional Services **	\$	-	
<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>	
<b>10</b>			
Direct Labor	\$	-	
Direct Costs	\$	-	
Services by Others	\$	-	
Additional Services **	\$	-	
<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>	

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

**TOTAL VOSB Subconsultants: \$ 90,000.00**

**TOTAL Additional Services VOSB Subconsultants: \$ -**

**TOTAL Allowable Fee VOSB Subconsultants: \$ 90,000.00**

# Contract Information Sheet

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

Consultant Name: TranSmart Technologies, Inc.

Contract Number: RR-16-9194

Proposal Date: 3/31/2017

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

Contract Number: RR-16-9194 M&O Consultant: TransSmart Technologies, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

		MONTHS of YEAR 2017											Grand Total Exhibit A Hours	8,175
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL HOURS	
ITS Network Support						138	138	138	137	137	137	137	962	
<b>TOTALS</b>						138	138	138	137	137	137	137	962	

Contract Number: RR-16-9194 M&O Consultant: TransSmart Technologies, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
ITS Network Support	136	136	136	136	136	136	136	136	136	136	136	136	136	1632
<b>TOTALS</b>	136	136	136	136	136	136	136	136	136	136	136	136	136	1632

Contract Number: RR-16-9194 M&O Consultant: TransSmart Technologies, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
ITS Network Support	136	136	136	136	136	136	136	136	136	136	136	136	136	1632
<b>TOTALS</b>	136	136	136	136	136	136	136	136	136	136	136	136	136	1632

Contract Number: RR-16-9194 M&O Consultant: TranSmart Technologies, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2020												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
ITS Network Support	136	136	136	136	136	136	136	136	136	136	136	136	136	1632
<b>TOTALS</b>	136	136	136	136	136	136	136	136	136	136	136	136	136	1632



Contract Number: RR-16-9194 M&O Consultant: TranSmart Technologies, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2021												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
ITS Network Support	136	136	136	136	136	136	136	136	136	136	136	136	136	1632
<b>TOTALS</b>	136	136	136	136	136	136	136	136	136	136	136	136	136	1632

Contract Number: RR-16-9194 M&O Consultant: TranSmart Technologies, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2022												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
ITS Network Support	137	137	137	137	137									685
<b>TOTALS</b>	137	137	137	137	137									685



Contract No.: RR-16-9194 Consultant: TranSmart Technologies, Inc.

Date: 3/31/2017

**EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE**

CONTRACT TERM: 60 No. OF MONTHS  
 SCHEDULED START DATE: 6/1/2017  
 RAISE DATE: 3/1/2018  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

Date	Date	Date	Date	Date	Date	Date
6/1/2017 - 2/28/2018	3/1/2018 - 2/28/2019	3/1/2019 - 2/29/2020	3/1/2020 - 2/28/2021	3/1/2021 - 2/28/2022		
9.0	12.0	12.0	12.0	12.0		
60.0	60.0	60.0	60.0	60.0		
15.00% Escalation Factor First Period	20.00% Escalation Factor Second Period	20.00% Escalation Factor Third Period	20.00% Escalation Factor Fourth Period	20.00% Escalation Factor Fifth Period		

**ESCALATION PER YEAR Year 6 through 10**

Date	Date	Date	Date	Date	Date	Date
3/1/2022 - 5/31/2022						
3.0						
60.0	60.0	60.0	60.0	60.0	60.0	60.0
5.00% Escalation Factor Sixth Period						

The escalation factor for this project is: 100.00%

Contract No.: RR-16-9194 M&O 2.5 Consultant: TranSmart Technologies, Inc.

Date: 3/31/2017 Escalation Factor: 100.00%  
 (From Exhibit C-1)

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>										<b>DIRECT COST</b>	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Escalated Work Hours (Including Overtime)	Total				
							Estimated O/T Hours:	Premium O/T Hourly Rate:			
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	204.00	8,175.00	\$47.46			
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	613.00					
No	Senior Engineer/Planner	\$40.00	\$70.00	\$67.87	\$67.87	409.00					
No	Resident Engineer	\$40.00	\$70.00	\$52.62	\$52.62	818.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$45.15	\$45.15	1,635.00					
No	Staff Engineer/Planner	\$20.00	\$40.00	\$34.94	\$34.94	1,635.00					
No	Engineer /Accountant	\$20.00	\$60.00	\$36.73	\$36.73	204.00					
No	Senior Technical Specialist	\$25.00	\$60.00	\$52.62	\$52.62	1,635.00					
No	Technical Specialist	\$15.00	\$50.00	\$36.73	\$36.73	818.00					
No	Architect	\$30.00	\$70.00								
No	Realty Specialists	\$20.00	\$70.00								
No	Intern	\$8.25	\$20.00								
							Estimated O/T Hours:				
							Average Premium O/T Hourly Rate:				
							Total Overtime Premium:				

Rev. 10/2016

Contract No.: RR-16-9194 M&O 2.5 Consultant: TranSmart Technologies, Inc.

Date: 3/31/2017 Escalation Factor: 100.00%  
 (From Exhibit C-1)

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>				<b>DIRECT COST</b>	
Total Estimated Work Hours: 8,175.00 Average Hourly Rate: \$47.46 Total Direct Labor: \$387,985.50		Escalated Average Hourly Rate for Classification (See Note B to Right): \$26.88 Escalated Average Premium Overtime Hourly Rate (See Note C to Right): \$26.88 Estimated Work Hours (Including Overtime): 204.00		Escalated Average Premium Overtime Hourly Rate (See Note C to Right): Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right):	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)
No	Admin/Clerical	\$8.25	\$40.00	\$26.88	\$26.88

Contract No.: RR-16-9194 M&O

Consultant: TranSmart Technologies, Inc.

Date: 3/31/2017 2.5

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Principal Engineer	Karen George	\$50 - \$70
	Principal Engineer	Jing (Connie) Li	
Project Manager	Principal Engineer	<b>Austin Provost</b>	\$40 - \$70
Senior Engineer/Planner	Senior Professional	James LaMantia	\$40 - \$70
	Senior Professional	John Zietlow	
Resident Engineer	Senior Specialist	David DeKelaita	\$40 - \$70
Project Engineer/Planner	Engineer IV	<b>Joseph Malcolm</b>	\$25 - \$60
	Engineer IV	Daniel Meier	
Staff Engineer/Planner	Engineer III	Xiaoxuan (Robert) Chen	\$20 - \$40
Engineer /Accountant	Specialist III	James Larucci	\$20 - \$60
Senior Technical Specialist	Senior Specialist	Richard Cai	\$25 - \$60
	Senior Specialist	Xiangjun (Frank) Liu	
Technical Specialist	Specialist III	Glen Ausse	\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Assistant Project Controller	Joshua Kodet	\$8.25 - \$40





## 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."

## ALLOWABLE DIRECT COSTS

### 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-16-9194  
M&O

Consultant: TranSmart Technologies, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** Austin Provost

**Project Manager:** Austin Provost

**Project Engineer:** Joseph Malcolm

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

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

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

**Project Structural Engineer:** \_\_\_\_\_

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

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

**Others:** Name: \_\_\_\_\_

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

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

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

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

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

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

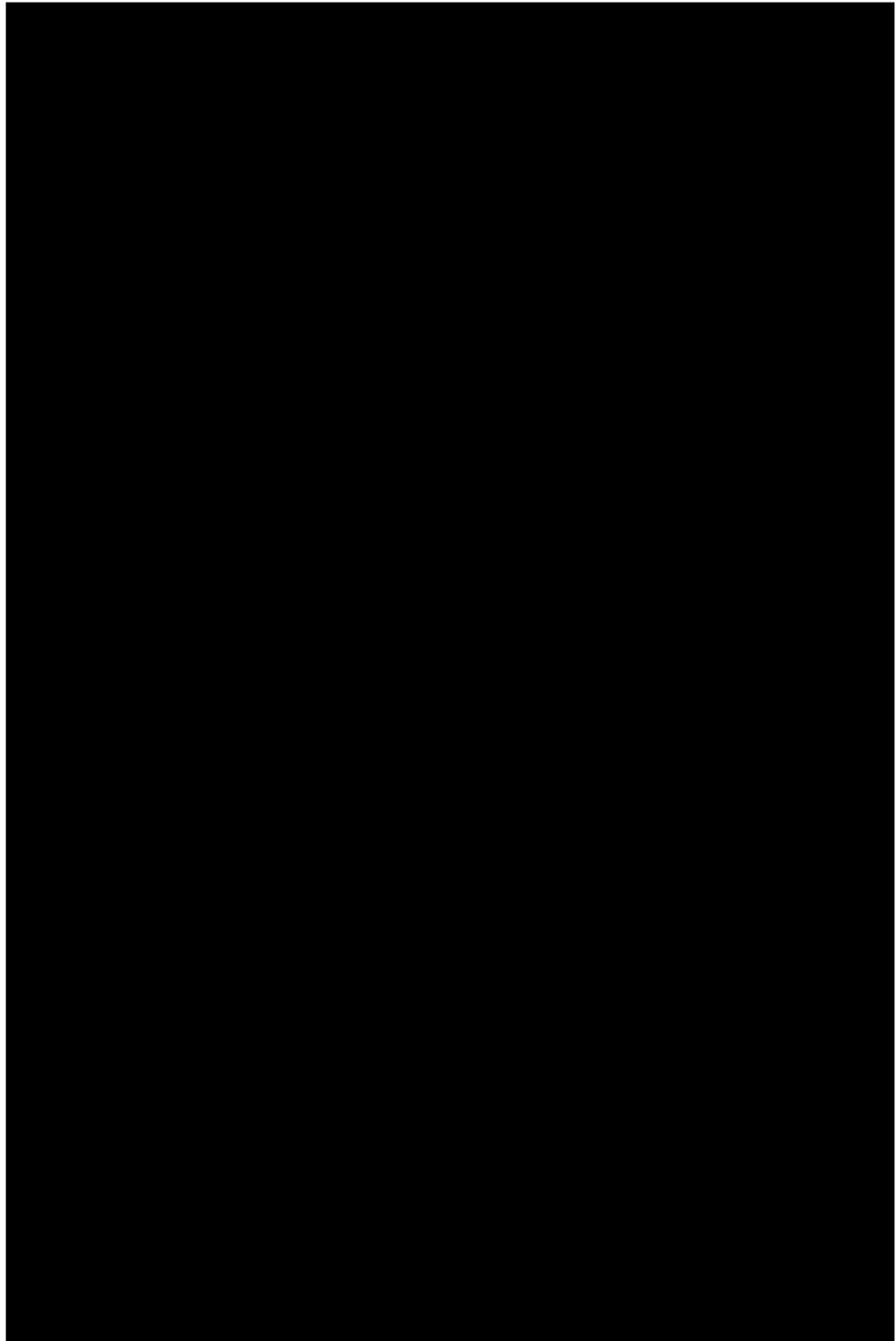
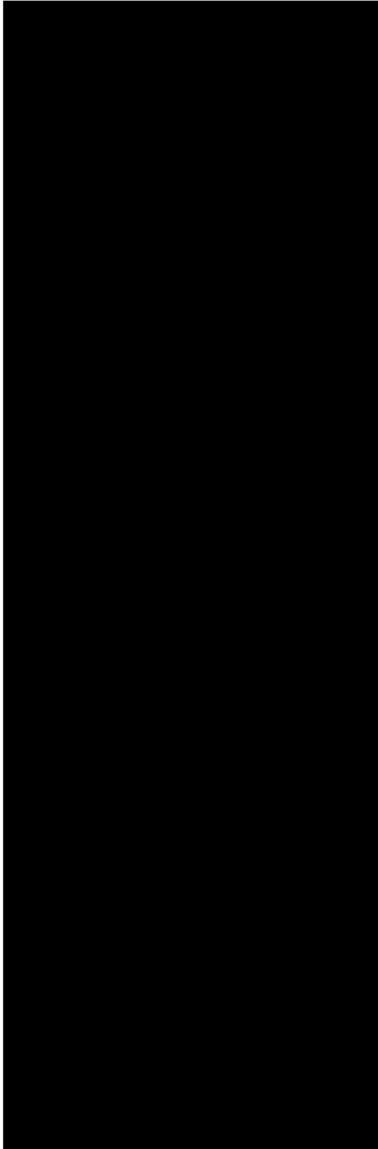
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15 Ellis Potter Court | Madison, WI 53711 | 608.268.3910

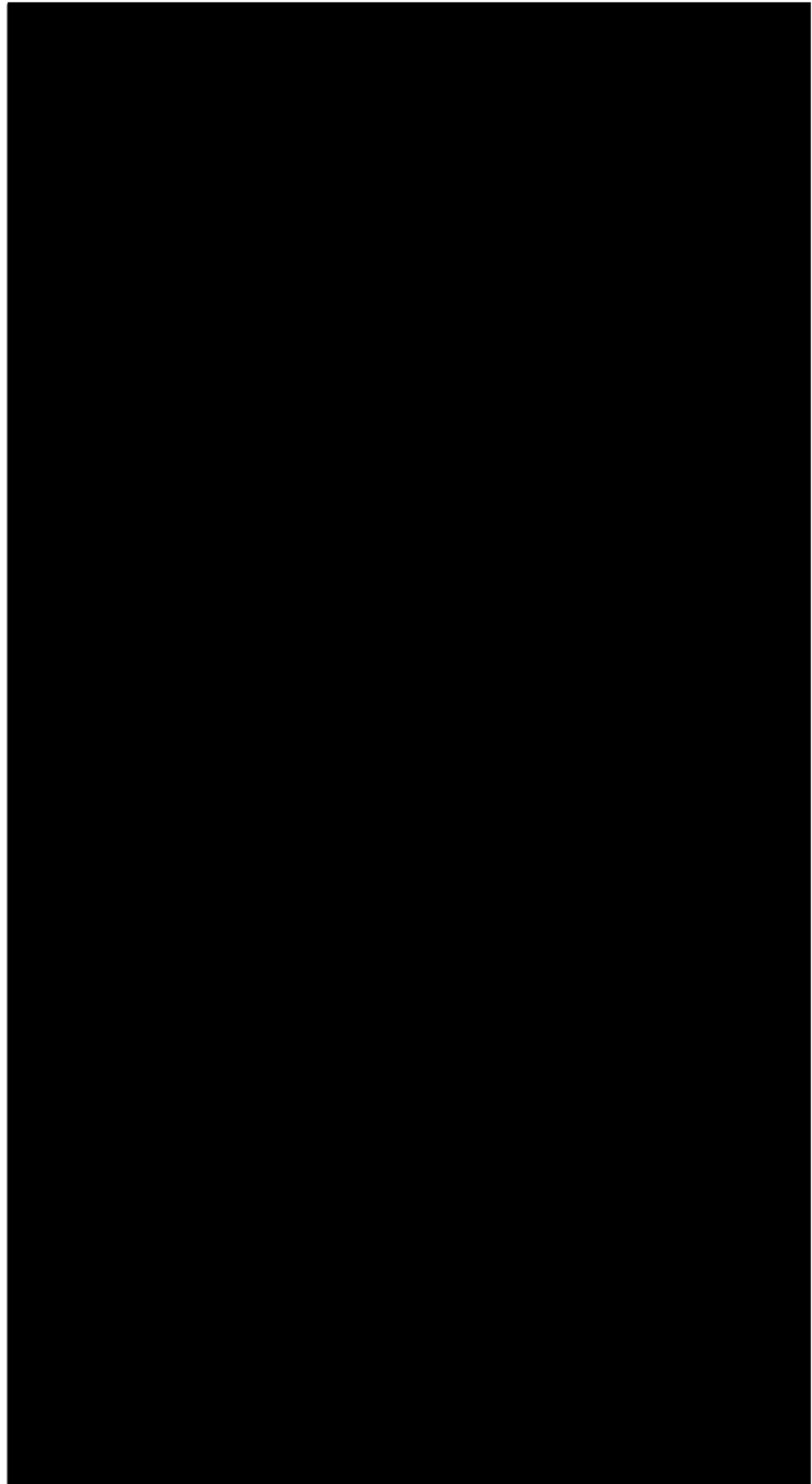
10 S. Riverside Plaza | Suite 875 | Chicago, IL 60606 | 312.474.7823

[transmartinc.com](http://transmartinc.com)

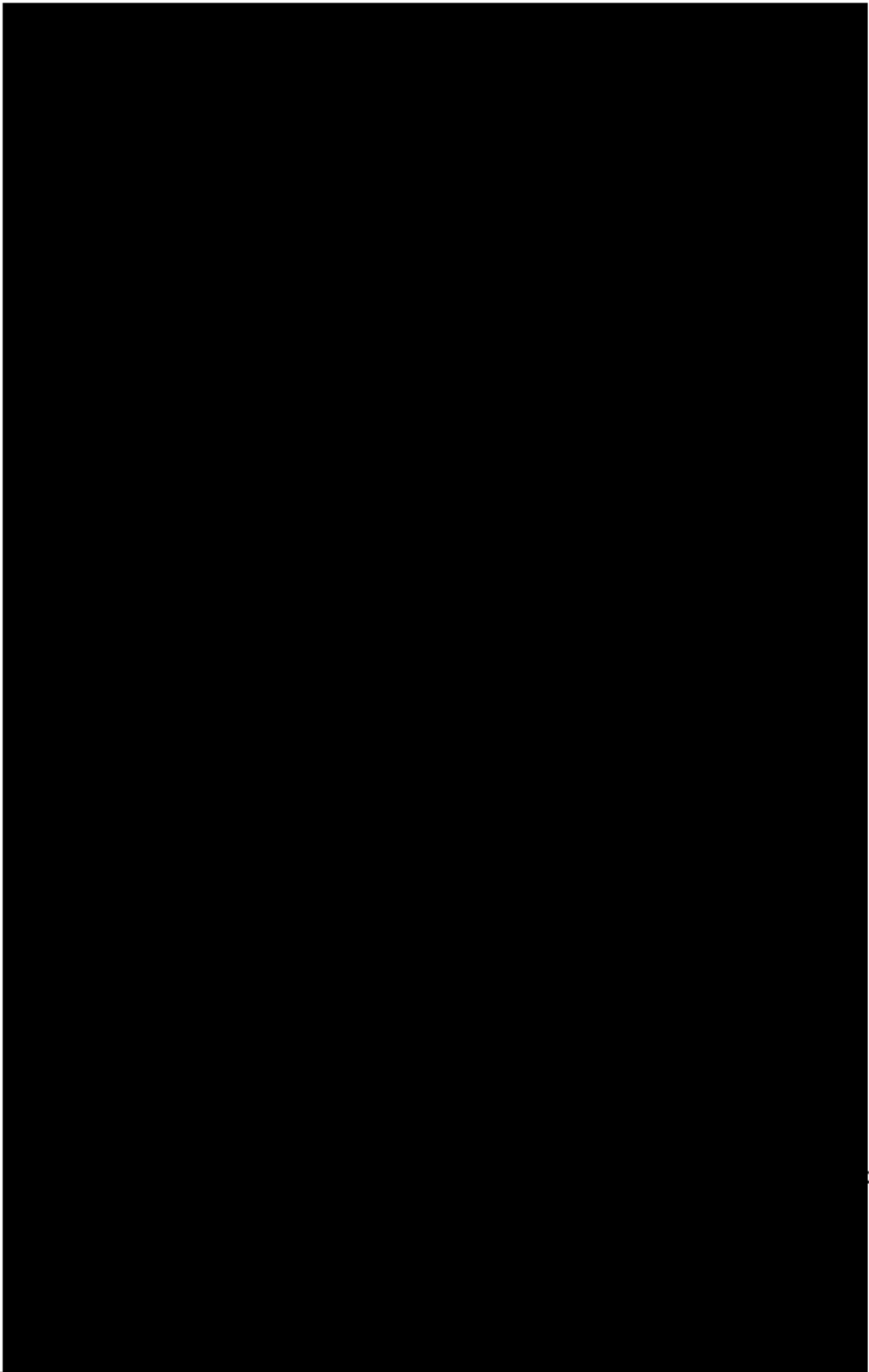
**Austin Provost**  
Vice President & Senior  
Project Manager

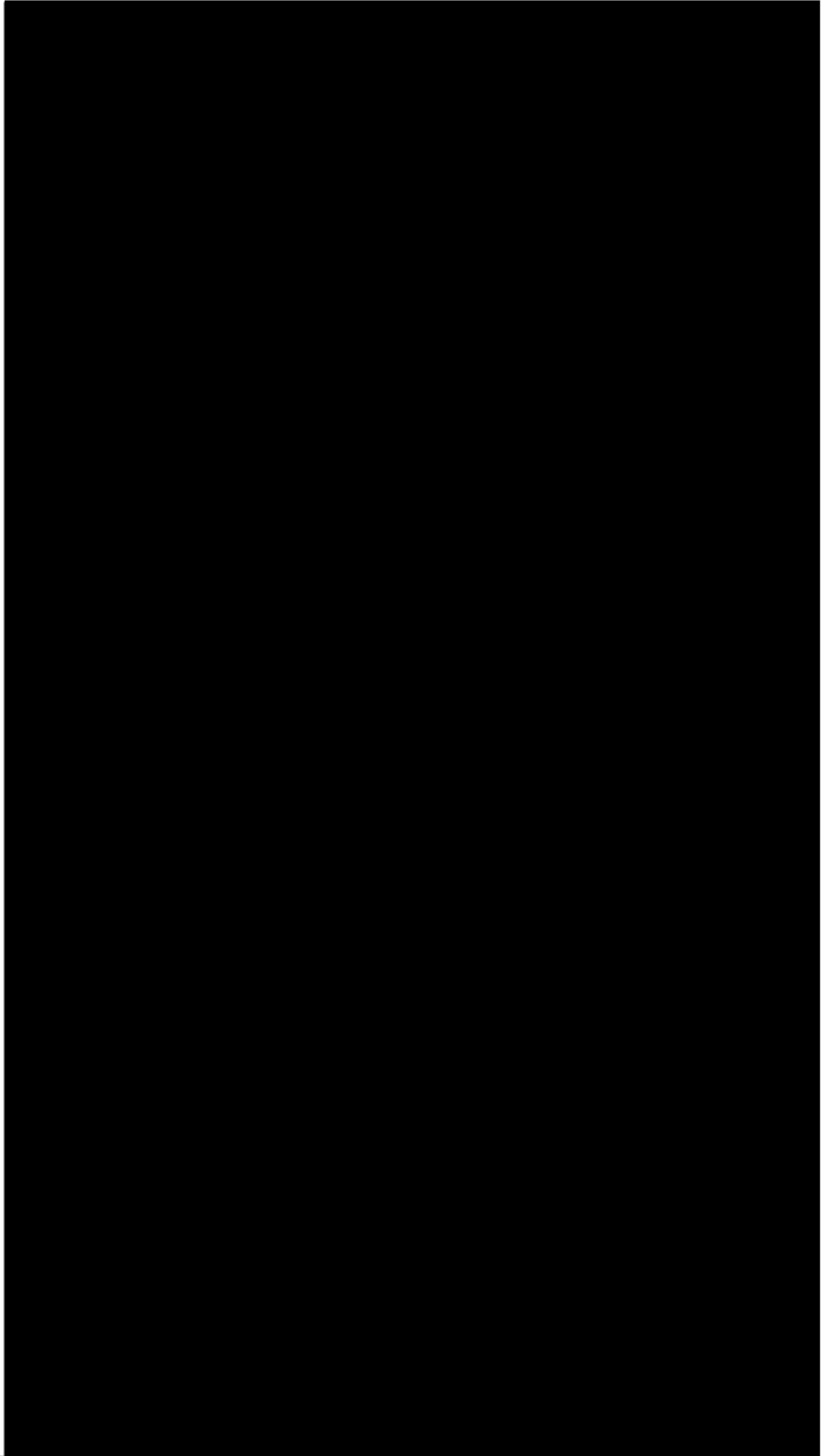


**Austin Provost**  
Vice President &  
Senior Project Manager  
Page 2



**Joseph Malcolm**  
Systems Engineer







## **EXHIBIT F**

**Contract No. RR-16-9194      M&O**

**TranSmart Technologies, Inc.**

### **SCOPE OF SERVICES**

TranSmart Technologies, Inc. as a Subconsultant to Parsons will provide professional consulting services and technical support to the Illinois Tollway (ISTHA) for the systemwide ITS Maintenance and Network Deployment Guidance and Support Management Contract (RR-16-9194). It is anticipated the work under this contract agreement and associated scope will be mutually agreed upon and as authorized by ISTHA and Parsons. Typical tasks could include projects not in conflict with any other existing work as required for the Tollway system, which may include, but not be limited to as follows:

1. Capital Program Management - Manage the Tollway's ITS maintenance and network program which includes, but is not limited to:

- Meet the Tollways field and network device uptime for new capital ITS deployments
- Recommend and implement preventative maintenance plan
- Provide accurate monthly progress reports o Technician efficiency (internal/external)
  - o Device Up Time
  - o Daily schedules
- Provide and adhere to a Quality Assurance / Quality Control Program
- Conduct regularly scheduled project status meetings
- Device configuration and installation:
  - o ITS Devices
  - o Network Devices
- Plan review requests (Design, Construction, Configuration, Installation) to ensure system is maintainable
- Coordination with internal / external Tollway groups: o ITS Unit
  - o ITS Unit
  - o Engineering Department
  - o IT Department
  - o Business Systems
  - o System Integrator
  - o Construction Managers
  - o Designers
  - o Maintenance Contractor

2. Device Configuration –

- Meet the Tollways field device functional uptime requirements on a 24/7/365 basis
- Provide real-time status of all ITS field devices as part of capital
- Coordinate with contractors/vendors
- Configure various ITS devices for field deployment
- Attend various internal and external stakeholder meetings
- Review designs, specifications, estimates and test plans

3. Network Configuration for Capital ITS –

- Meet the Tollway's networking device functional uptime requirements on a 24/7/365 basis
- Provide real-time status of all network devices
- Coordinate with contractors/vendors
- Configure various network devices for field deployment
- Provide initial trouble ticket triage at the CA office
- Provide trouble ticket field investigation and remediation
- Install and commission field networking hardware
- Attend various internal and external stakeholder meetings
- Review designs, specifications and test plans
- Coordination with Tollway's IT department

**EXHIBIT G**

**Contract No. RR-16-9194**

**TranSmart Technologies, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
13-0074	TIMS Maintenance/Enhancement/Upgrad	\$597,438.00	\$342,659.00	7/1/2019
14-0017	Systemwide ITS Field Equip Maintenan	\$779,015.00	\$447,187.00	11/1/2019
I-15-4657	EOWA I-490 ITS/AET Phase II Eng	\$407,769.00	\$402,146.00	12/1/2022

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

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)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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.

**VOSB SUBCONSULTANTS**

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

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

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

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

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

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

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

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

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

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

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

TOTAL VOSB Subconsultants: \$ -

TOTAL Additional Services VOSB Subconsultants: \$ -

TOTAL Allowable Fee VOSB Subconsultants: \$ -