PARTNERING FOR GROWTH AGREEMENT
For Construction Management (CM) Services

General information included in this template for use in developing a Partnering for Growth Agreement is shown in red text. The information is based on guidelines published by the Illinois State Toll Highway Authority (Tollway). Refer to the Tollway’s website for the latest guidelines, policies and procedures. Example responses are shown in blue text. The general information text and example responses should be deleted from the template prior to submittal of the Agreement to the Tollway.

Prepared for:
Illinois State Toll Highway Authority (Tollway)

Mentor Firm: Prime Consultant
Address

Protégé Firm: Subconsultant
Address

Project: Name
Project No.
County
PSB # / Item

This Partnering for Growth Agreement is designed to enhance the professional services capabilities of the Protégé firm, a certified Disadvantaged Business Enterprise, Minority Business Enterprise, Women Business Enterprise (DBE) by participating in specific project tasks and business related activities with meaningful instruction and assistance from the Mentor firm.

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

Among the goals for the Protégé firm as a result of this agreement are a thorough understanding of the Tollway’s policies and procedures to manage and execute Construction Management (CM) services, an increase in the capacity to perform professional engineering and environmental services work, enhancement of working relationships with the Tollway and other consultant engineering firms, and becoming or remaining a self-sufficient, competitive, and profitable business.
I. INTRODUCTION

Identify the Project and the Mentor and Protégé participants. In general, explain the objectives of the Partnering for Growth Agreement (hereinafter referred to as “Agreement”) between both parties.

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II. AREAS OF ASSISTANCE

A. Provide a brief history of Protégé’s past experience related to CM services. Identify any previous working relationships between Mentor and Protégé.

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B. Describe specific goals and objectives that will be achieved as part of the Agreement.

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___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________

C. Specifically describe Areas of Assistance (i.e. Staff Development, Technical Development, Marketing, Business Development, etc.) that the Mentor will provide in order for the Protégé to meet the aforementioned goals and objectives.

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___________________________________________________________________________
___________________________________________________________________________
III. DUTIES AND RESPONSIBILITIES

A. Describe general duties and responsibilities of the Mentor in order to assist the Protégé in accomplishing the aforementioned goals and objectives.

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B. Describe general duties and responsibilities of the Protégé in order to accomplish the aforementioned goals and objectives.

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IV. SCHEDULE OF ASSISTANCE

A. Provide itemized schedule of activities that the Mentor will provide to the Protégé (or each member of the Protégé) in order to accomplish the aforementioned goals and objectives.

Part 1 (i.e. Skill Assessment)
1. _________________________________________________________________
2. _________________________________________________________________
3. _________________________________________________________________
4. _________________________________________________________________
5. _________________________________________________________________

Part 2 (i.e. Shadowing/Exposure)
1. _________________________________________________________________
Part 3 (i.e. Supervised Active Participation)

1. _________________________________________________________________
2. _________________________________________________________________
3. _________________________________________________________________
4. _________________________________________________________________
5. _________________________________________________________________

(Phases and Items can be added or deleted as necessary)

V. MEASURABLE BENCHMARKS

By Activity, describe in tabular form measureable benchmarks that will be achieved for each
activity completed. By activity, provide hours expended by both the Mentor and the Protégé.

Part 1

<table>
<thead>
<tr>
<th>Activity</th>
<th>Mentor (Name) Responsibilities</th>
<th>Protégé (Name) Responsibilities</th>
<th>Benchmark</th>
<th>Mentor (Hours)</th>
<th>Protégé (Hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assess Skills</td>
<td>Administer Skill Assessment Test</td>
<td>Complete Skill Assessment Test</td>
<td>Document Completed Skill Assessment Test</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Part 2

| Activity         | Mentor (Name) Responsibilities | Protégé (Name) Responsibilities | Benchmark                                                      | Mentor (Hours) | Protégé (Hours) |
|------------------|---------------------------------|----------------------------------|                                                               |----------------|-----------------|
| Manage Field Staff| Coordinate and Assign Staff to Monitor Contractor Activities | Review Daily Schedule with Supervisor (i.e. Assistant Resident Engineer) | Gain Understanding of Interaction with Field Staff and How to Align Staff to Specific Activities | 40             | 40              |
| Total            |                                 |                                  |                                                               |                |                 |

Part 3
<table>
<thead>
<tr>
<th>Activity</th>
<th>Mentor (Name) Responsibilities</th>
<th>Protégé (Name) Responsibilities</th>
<th>Benchmark</th>
<th>Mentor (Hours)</th>
<th>Protégé (Hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manage Field Staff</td>
<td>Supervise Coordination and Assignment of Staff to Monitor Contractor Activities</td>
<td>Coordinate and Assign Staff to Monitor Contractor Activities</td>
<td>Successful Completion of 20 Daily Assignments</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

VI. EVALUATION

The Mentor and Protégé shall submit quarterly progress reports indicating the status of their progress toward each of the Agreement’s stated tasks and goals. The reports will indicate the steps taken during the quarter to further the Agreement. The quarterly reports are due to the Tollway within 2 weeks of the end of each quarter. The end of each quarter is the last day of March, June, September, and December.

The mentor and protégé will each prepare a Final Report and individual assessments outlining the achievements, areas of experience gained towards prequalification areas, successes, failures, observations and any future recommendations. The Tollway will evaluate the Partnering for Growth collaboration using the following criteria:

- Satisfactory progress toward the stated goals of the Agreement.
- Improved competency of the Protégé in specific aspects of CM Services.
- Decreased reliance on the Mentor by the Protégé for technical knowledge, equipment, personnel.
- And, increased numbers of projects in relation to number of advertised projects with consultants, other than the Mentor, and/or increased Statements of Interest submitted as a prime consultant.

The final report is due two weeks after submittal of the contractor’s final invoice. *(The final report trigger date should be based on the Agreement’s schedule of activities and duration.)* The reports shall be submitted to the Tollway.

The reports submitted by the Mentor shall list all tasks for which the Mentor has received (or applied for) DBE credit for using the Protégé as a DBE Sub-Consultant.
VII. DURATION

Specify in the Agreement the maximum time frame for which the Agreement will remain in effect.

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VIII. KEY PERSONNEL

The following are the key personnel relative to the Partnering for Growth agreement:

Identify the Mentor’s key personnel, including the experience of the key personnel responsible for training and coordinating the assistance provided to the Protégé.

The Mentor’s key personnel shall be involved in the initial assessment of the proposed activities the protégé will provide during the course of the project.

Key personnel are anticipated to remain involved throughout the project. This may be an evaluation criterion used to measure the success of the project.

Key personnel shall be identified on the SOI organization chart.

IX. WRITTEN AGREEMENTS

List any agreements between Mentor and the Protégé including the Sub-Consultant Agreement.

Besides the subconsultant agreement there are no written agreements between (Mentor) and (Protégé).

X. TERMINATION PROVISIONS

The Partnering for Growth relationship will be terminated by mutual consent or the Tollway due to the following:

- The Protégé no longer meets the eligibility standard for certification as a DBE
- Either party has failed or is unable to meet its obligations under the Development Plan
- The Protégé is not progressing or is not likely to progress in accordance with the Agreement
- The Protégé has reached a satisfactory level of self-sufficiency to compete without utilizing the Partnering for Growth Program
- The Agreement or provisions contained in it are contrary to the requirements of federal, state or local law or regulation
• The relationship has continued for the life of the project
• Additional Items as agreed by Mentor and Protégé.

XI. REQUIREMENTS

______________________ and ____________________ will comply with all conditions
Mentor Firm                              Protégé Firm
described above.

_______________________________  ______________________________
Signature For Mentor Firm            Signature For Protégé Firm

XII. ATTACHMENTS

Include the following items as attachments to the Mentor/Protégé Agreement.

• Key Personnel Resumes
• Copies of the Executed Written Agreements, as applicable
• Work-Hour Estimates supporting Mentor/Protégé labor and direct costs