RESOLUTION NO. 21241

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Corridor Management Services and Design Services, on the Tri-State Tollway (I-294), on Contract No. RR-16-4265. AECOM Technical Services, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$32,993,500.00. 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 AECOM Technical Services, Inc. to obtain Design Corridor Management Services and Design Services, for Contract No. RR-16-4265, with an upper limit of compensation not to exceed \$32,993,500.00, subject to review and approval of the 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 there

Chairman

Approved by:



May 24, 2017

Ms. Denise M. Casalino Sr. Vice President AECOM Technical Services, Inc. 303 E. Wacker Drive, Suite 1400 Chicago, IL 60601

Re: Contract RR-16-4265

> Tri-State Tollway, Design Corridor Management **Design Section Engineering Services**

NOTICE TO PROCEED

Dear Ms. Casalino:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated March 10, 2017, for Design Section Engineering Services for Contract RR-16-4265. You are hereby authorized to commence with the work as of May 24, 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. 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

Contract RR-16-4265 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 Lanyea Griffin at 630-241-6800 extension 3873 for further information.

Sincerely,

Paul D. Kovacs, P.E. Chief Engineering Officer

PDK: cmhg

cc:

Greg Stukel Lanyea Griffin John Donato Contract Services Program Controls Dorothy Jablonski Sue Biggs Victoria Santiago Lane Closures

File: 02.4265.01.04 LT_Tollway_PDK_4265AECOM-NTP_05242017

Revised: 3/1/2017



Contract: RR-16-4265 PSB: 14-1, Item 17

Consultant: AECOM Technical Services, Inc. PM: Lanyea Griffin

Reviewer: E. Nava Review Date: 4/24/2017

Resolution:	Ok
Agreements	Ok
Proposal	Ok
Certifications (PRIME only)	Ok
Delinquent Debt	Ok
DBE Compliance:	Ok
Certificate of Good Standing:	Ok
Certificate of Insurance:	Ok
State Board of Elections (Cert. of Registration)	Ok

Exhibits A-H

Final

All exhibits for all of the consultants have been reviewed and are in compliance.

1.4.1 Item 1: RR-16-4265, Tri-State Tollway, Design Corridor Manager

This project has a 22.00% D/M/WBE participation goal and 1.50% VOSB/SDVOSB participation goal.

Design Corridor Management services are required for the design contracts associated with the Central Tri-State Tollway. The Consultant may also be required to perform yet to be determined design elements for this corridor. The Consultant may also be required to provide services during construction.

The contract is a six year contract.

1.4.1.1 SCOPE OF CONSULTANT SERVICES

The work generally encompasses design corridor management for the above project, and shall include but not be limited to the following:

- 1. Coordination and project management of design contracts.
- 2. Coordination and project management of contracts associated with land acquisition.
- 3. Coordination and project management of contracts associated with survey.
- 4. Coordination and project management of contracts associated with geotechnical studies.
- 5. Coordination and project management of contracts associated with environmental studies and permits.
- 6. Coordination and project management of contracts associated with utility investigations.
- 7. Coordination of Intergovernmental Agreements and/ or permits with IDOT, Local Agencies, airports and Railroads.
- 8. Program cost estimating and scheduling.
- 9. Ensuring consistency and designing elements of the corridor, to be determined.
- 10. Coordination with IDOT and other Local Agency contracts.
- 11. Coordination with project stakeholders including; airports, communities, business organizations, general public and other interested parties.
- 12. Coordination of corridor maintenance of traffic needed for field investigation.
- 13. Constructability reviews for design contracts.

In addition, the Consultant should have the ability to perform the above services either as the prime or through a sub consultant to their contract.

Item 1 Total Project Budget: \$1.67 billion.

Firms must be prequalified by IDOT in the following categories:

Highways (Freeways)

Structures (Highway Bridges: Complex)

Structures (Railroad Bridges)

Geotechnical Services (Subsurface Explorations)

Special Services (Surveying)

Special Services (Aerial Mapping and LiDAR)

Special Services (Electrical Engineering)

Special Services (Mechanical Engineering)

Special Services (Architecture)

Special Services (Construction Inspection)

Special Services (Subsurface Utility Engineering)

Special Studies (Location Drainage)

Special Plans (Lighting)

The Tollway will allow a Prime consultant to meet the prequalifications for Structures (Highway Bridges: Complex), Structures (Railroad Bridges), Geotechnical Services (Subsurface

Explorations), Special Services (Surveying), Special Services (Aerial Mapping and LiDAR), Special Services (Electrical Engineering), Special Services (Mechanical Engineering), Special Services (Architecture), Special Services (Construction Inspection), Special Services (Subsurface Utility Engineering), Special Studies (Location Drainage), and Special Plans (Lighting) through a subconsultant.

In addition to the above prequalification, the Tollway prefers that the Firms (or their subconsultants) be in, and show compliance with Appraiser Management Company Registration Act (PA 097-602) enacted August 26, 2011 and effective January 1, 2012. The Tollway prefers that the Firms have the following:

Illinois Certified General Appraisers licensed per (225 ILCS 458/) Real Estate Appraiser Licensing Act of 2002.

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

- The person who will assume the duties of the Project Manager for all aspects of the work documents (must be an Illinois Licensed Professional Engineer).
- The person who will perform the duties of the Project Engineer, that individual in charge who is directly involved in the development of the contract documents (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for roadway design related issues (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for structural design related issues (must be an Illinois Licensed Structural Engineer).
- The person who will be responsible for drainage design related issues (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for architectural related issues (must be an Illinois Licensed Professional Architect).
- The person who will be responsible for electrical design related issues (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for mechanical design related issues (must be an Illinois Licensed Professional Engineer).
- Construction Engineer, who will be responsible for reviewing the constructability of the contract plans (must be an Illinois Licensed Professional Engineer).
- The person(s) who will perform the QC/QA review work of all milestone submittals, who must be an Illinois Licensed Professional Engineer for roadway elements and an Illinois Licensed Structural Engineer for structural elements. This requirement may be satisfied by one individual who holds both licenses, or two individuals who are licensed in their appropriate categories.
- The person who will assume the duties to assist in Land Acquisition.

Schedule: Design for this project is scheduled to start in 2016. Construction of this project is scheduled to start in Spring 2018 and be completed by Fall 2022.

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.

1.4.1.2 ORAL PRESENTATIONS

Some or all of the firms submitting SOIs for the project may, at the sole discretion of the Tollway, be required to appear for an oral presentation. The oral presentations, if required, shall be conducted so as to solicit additional information and enable the Tollway to evaluate the capability of the applicable Offerors in providing the desired services. If the Tollway notifies a Offeror that an oral presentation is required, the Tollway shall inform that Offeror of the schedule, order and procedure for the presentation, including its content, time limits, and use of handouts and visual aids. The Tollway may tape record and/or videotape any presentations. The oral presentations, if any, shall be evaluated by the Selection Committee. Notwithstanding the foregoing, the Tollway emphasizes that it may elect to forego oral presentations for all or some Offerors. Consequently, all SOIs should be comprehensive and clear. No Offeror should rely upon the opportunity to present additional or clarifying information later.

3/8/2017

Pany REQUIRED INFORMATI

OTHER	Total Fee Remarking at Projects	\$ 34,316	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 lotal DBE goal and proposed subconsultants shall not change, but the work tategory and percentage of work for each subconsultant may be adjusted, if necessary, during negotiations. NOTE: Review instructions Tab	Intentionally Left Blank					hour All							
or	Total Fee all Projects	\$ 175,988 \$	s the proposer negotiated sco percentage of v ructions Tab	Yes or No	MP	g	æ	Ą	9	£	9	No	Ą	92	g	8
į.	Total Fee Remaining at Projects	\$ 12,807 \$	table represent based on the category and FE: Review Inst	Maie or Female	Gender	Male	Maje	Male	Female	Male	ESOP	Female	Make	Female	Mate	Male
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4	Total Fee Remaining all Projects	\$ 36,628	Sub-Contractor Diversity information: The below table represents the proposer's draft "Plan interest God!" The awarded consultant will finalize this Plan during negotiations based on the negotiated scope of work. The proposer's total DBE goel and proposed subconsultants shall not change, but the work talegory and percentage of work for each subconsultant may be adjusted, if necessary, during negotiations. NOTE: Review instructions Tab	Yes or No	VOSB / SDVOSB	ą.	2	Yes	2	Yes	2	2	Yes	2	2	Yes
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Diversity information	Does Proposal Contain Mentor Protégé Proposal Yes / No	Yes	Sub Pole and % of Work		Contact Email (1)	c.fidis@americarsurv	b.svchoda@ccsdiffer	kioder@colingeror.	ibem @eimenoineei	Mrsca Grecuarchite	fromse being befring	kmano@metrostrat	o continuidam o co	keny@pmcsconsultr	istroub@serometric.c	sciers@solgansolut
40	Is Firm a DAMAVEE Yes / No	£	Seb Contact Information (ONLY *1")		Contact Phone Number (1)	35	RSO-678-1919, act 15 swchoda@ccs@lie	312-236-7814	312-347-4005	312-663-0640	773-867-7944	630-534-6400	312-445.0000	773-435-8262	920-903-5816	847-453-8890
(ONEX "T")	Conject Ernal (1)	richard.young2@ aecom.com	ot Information		Role (brief) of Sub- Consultant	ang.	Cost Felimation	Sinchasi Femeria 312-236-7814	Intelin Desire	Architecture	and Acquisition and 773-867-7944	Stakeholder Coordina 830-834-8400	Project Controls	Project Controls	Aerial Manoine and U 920-903-5816	Flber Optics
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Prime Consultant Information	Higgs FEN Munice	_	Sub-Consultant information		Sub-Consultant Firm Name	AFCOM Technical Schmologn Survaying		AECOM Internet of Co. mentalisms in	PECONI Touring of Conference in	ACCOM INCIDENCE OF COMPANY OF COM	ACCOUNT TOURS OF TURE ACCOUNTS OF THE	ACTION TOWNS OF THE PROPERTY O		AECOM Technical SciPMCS 11C	ARCOM Technical Constitution Stration Inc.	AECOM Technical SeScipon Soutions, inc
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AECOM Technical Services, Inc. CONTINUED FROM PREVIOUS PAGE	African American	African American	Aşlan
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TINUE	ΑŅ	ΥN	WA
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rvices	vstewart@SE3.us	ks@urbands.com	clarez @ wangeng.com
cal Se	630-641-8900	912-898-7861 mt 5	630-963-9928, ext. 10
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		COLUMN TO THE PROPERTY OF THE	AECOM Technical Selutran Gils, Inc.

Instructions: The Prime Vendor is required to submit a separate, signed Letter of Intent (LOI) from each VOSB certified vendor.

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

Project Name: Tri-State Tollway, Design Co	orridor Management	Project/Solicitation Number:	16-3		
Name of Prime Vendor: AECOM Techni	ical Services, Inc.	VOSB Compliance Contact:	Richard A. Young		
Address: 303 E. Wacker Drive, Suite 1400			· · · · · · · · · · · · · · · · · · ·		
City: Chicago	State: IL	Zip Code:	60601		
Telephone: 312-373-7700	Fax: 312-373-6800	Email: richard.young2@ae	ecom.com		
Name of Certified VOSB Vendor: Free	ga Associates, Ltd.				
Address: 411 S. Wells Street, 5th Floor		VOSB Compliance Contact:	John Frega		
City: Chicago	State: IL	Zip Code	60607		
Telephone: 312-663-0640	Fax: 312-663-0834	Email: jvfrega@fregaarchi	tects.com		
Type of agreement: Services					
Anticipated start date of the Certified	VOSB Vendor:	TBD			
Proposed 0.50 % of Contract to be possible. NOTE: The Prime Vendor must indicate to VOSB Vendor.	he percentage of the est	imated contract award that will b	e subcontracted to the certified		
Detailed description of work to be per	*	endor:			
Scope of work to be performed for Architectural	services.				
The Vendor and the certified vendor project between the Vendor and the in the percentage as indicated above.	State of Illinois, the Co	-			
Vendor (Company Name and D/B/A):		Certified VOSB Vendor (Co	mpany Name and D/B/A):		
Signature /		Signature			
Print Name:	<u> </u>	Print Name:			
Title: Vice President		Title: President			
Date: September 23, 2016	·	Date: September 23, 2016			

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Project Name: Tri-State Tollway, Design	Corridor Management	Project/Solicitation Number:	16-3
Name of Prime Vendor: AECOM Ted	hnical Services, Inc.	VOSB Compliance Contact:	Richard A. Young
Address: 303 E. Wacker Drive, Suite 140	0		
City: Chicago	State: IL	Zip Code	9: 60601
Telephone: 312-373-7700	Fax: 312-373-6800	Email: richard.young2@a	aecom.com
Name of Certified VOSB Vendor:	Collins Engineers, Inc.		
Address: 123 N. Wacker Drive, Suite 900)	VOSB Compliance Contact:	James Hamelka
City: Chicago	State: IL	Zip Code	e: 60606
Telephone: 312-704-9300	Fax: 312-704-9320	Email: jhamelka@collinse	engr.com
Anticipated start date of the Certific Proposed 1.00 % of Contract to be NOTE: The Prime Vendor must indicate VOSB Vendor. Detailed description of work to be Scope of work to be performed includes project.	e performed by the VOSE e the percentage of the est performed by the VOSB V	imated contract award that will 'endor:	be subcontracted to the certified
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Print Name: Jeffrey Heilstedt Title: Vice President		Print Name:	
Date: September 23, 2016		Date: September 23, 2016	

Instructions: The Prime Vendor is required to submit a separate, signed Letter of Intent (LOI) from each VOSB certified vendor.

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Project Name: Tri-State Tollway, Design	Corridor Management	Project/Solicitation Number:	16-3		
Name of Prime Vendor: AECOM Tec	nnical Services, Inc.	VOSB Compliance Contact:	Richard A. Young		
Address: 303 E. Wacker Drive, Suite 140)		:		
City: Chicago	State: IL	Zip Code	: 60601		
Telephone: 312-373-7700	Fax: 312-373-6800	Email: richard.young2@ae	ecom.com		
Name of Certified VOSB Vendor: N	iddleton Construction Consulti	ng of Illinois, LLC			
Address: 55 East Monroe Street, Suite 28	50	VOSB Compliance Contact:	Josh Houston		
City: Chicago	State: IL	Zip Code	: 60603		
Telephone: 312-445-0000	Fax: n/a	Email: josh@middleton-cc	.com		
Type of agreement: Services			And the Control of th		
Anticipated start date of the Certific	d VOSB Vendor:	TBD			
Proposed 0.50 % of Contract to be	performed by the VOSE	3 Vendor.			
NOTE: The Prime Vendor must indicate VOSB Vendor.	the percentage of the est	imated contract award that will b	e subcontracted to the certified		
Detailed description of work to be p	erformed by the VOSB V	endor:			
Scope of work to be performed for project cor	trol services.				
The Vendor and the certified vend project between the Vendor and the in the percentage as indicated above	e State of Illinois, the Ce				
Vendor (Company Name and D/B/A):	Certified VOSB Vendor (Co	mpany Name and D/B/A):		
Signature	****	Signature ,			
Print Name: Jeffrey Heilstedt		Print Name: Josh Houston			
Title: Vice President		Title: Vice President			
Date: September 23, 2016		Date: September 23, 2016			

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Project Name: Tri-State Tollway, Design Corridor Ma	anagement	Project/Solicitation Number:	Pichard A. Voung		
Name of Prime Vendor: AECOM Technical Servi	ces, Inc.	VOSB Compliance Contact:			
Address: 303 E. Wacker Drive, Suite 1400			-		
City: Chicago	State: IL	Zip Code	9: 60601		
Telephone: 312-373-7700 Fax:	312-373-6800	Email: richard.young2@a	ecom.com		
Name of Certified VOSB Vendor: Scigon Solut	ions, Inc.				
Address: 420 Lake Cook Road, Suite 104		VOSB Compliance Contact:	John Scifers		
City: Deerfield	State: IL	Zip Code	e: 60015		
Telephone: 847-453-8890 Fax:	847-453-9798	Email: jscifers@scigonso	lutions.com		
Type of agreement: Services					
Anticipated start date of the Certified VOSB	Vendor:	TBD			
Proposed 1.00 % of Contract to be perform	ned by the VOSE	3 Vendor.			
NOTE: The Prime Vendor must indicate the perc VOSB Vendor.	entage of the est	imated contract award that will i	be subcontracted to the certified		
Detailed description of work to be performe	d by the VOSB V	/endor:			
Scope of work to be performed for fiber-optic support an	d coordination servi	ces.			
The Vendor and the certified vendor above project between the Vendor and the State of	hereby agree	that upon the execution of a sertified VOSB Vendor will perfe	contract for the above-named		
in the percentage as indicated above.	or minois, the Co	ertified voob veridor wiii perio	om the scope of work		
		Cartified VOCB Vandon (C	ompany Name and D/B/A):		
Vendor (Company Name and D/B/A):		Certified VOSB Verlage (Ci	ompany Name and 5/5/A).		
Signature		Signature	-		
Print Name: Jeffrey Heilstedt		Print Name: John Scifers	<u> </u>		
Title: Vice President		Title: President			
Date: September 23, 2016		Date: September 23, 2016			

Vendor Information



Business & Contact Information

Business Name

Collins Engineers, Inc.

Owner

Mr. THOMAS COLLINS

Address

123 N. WACKER DR., STE 900

> Map This Address

CHICAGO, IL 60606

Phone

312-704-9300

Fax

312-704-9320

Email

dcecchi@collinsengr.com

Ethnicity

Caucasian

Gender

Male

Certification Information

Certifying Agency

State of Illinois Central Management Services

Certification Type

VOSB - Veteran Owned Small Business

Renewal Date

12/10/2017

Expiration Date

12/10/2019

Certified Business

Description

Commodity Codes

Code

Description

NIGP 90600

ARCHITECTURAL SERVICES, PROFESSIONAL

NIGP 92500

ENGINEERING SERVICES, PROFESSIONAL

Additional Information

Region

Metro Chicago

Unified Certification Program - Search

Contractor Details

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

Print

2IM Group, LLC

Email: luis.m@2imgroup.com

Luis Montgomery

Phone: (312) 441-9554

118 S. Clinton St., Ste.

Fax: (312) 441-9558

350

Chicago, IL 60661-5774

County: Cook

Categories: Architecture\Engineering

NAICS

Speciality

541330-Engineering

541330- LOCATION

Services

DRAINAGE

CONSTRUCTION INSPECTION REHABILITATION

ROADS AND STREETS

FREEWAYS

WATERWAYS: TYPICAL

PUMP STATIONS

WATERWAYS: COMPLEX

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Version: 1.1.27.5458

Unified Certification Program - Search

Contractor Details

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

Print

R & G Engineering,

Email: rar@rgengineering.net

LLC

Phone: (312) 291-9106

Richard A. Rivera

Fax: (312) 277-6447

2150 S. Canalport Ave.,

Ste. 4A-1

Chicago, IL 60608

County:

Cook

Categories: Architecture\Engineering

NAICS

Speciality

541330-Engineering

541330- CONSTRUCTION

Services

INSPECTION

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Version: 1.1.27.5458

Vendor Information



Vendor Information

Business Name

Panacea Group LLC, DBA Panacea Group

Owner

Derrick Colton

Address

155 North Wacker Drive, Suite 4250

> Map This Address

Chicago, IL 60606

Phone

312-835-0546

Fax

312-624-7701

Email

dcolton@panaceagroup.com

Website

http://www.panaceagroup.com

Certification Information

Certifying Agency

City of Chicago

Certification Type

MBE - Minority Business Enterprise

Certification Date

1/27/2017

Renewal Date

12/1/2017

Expiration Date

12/1/2021

Certified Business

Description

NAICS 236115 - Construction Management, Single Family

Building

NAICS 236116 - Construction Management, Multi-Family Building

NAICS 236118 - Construction Management, Residential

Remodeling

NAICS 236210 - Construction Management, Industrial Building NAICS 541511 - Custom Computer Programming Service NAICS 541512 - Computer Systems Design Services NAICS 541611 - Administrative Management and General

Management Consulting Services

NAICS 541618 - Other Management Consulting Services
NAICS 561312 - Executive Placement, Search Services, Senior

Executive Search Services

NAICS 561320 - Personnel (e.g., industrial, office) suppliers

Commodity Codes

Code	Description
NAICS 236115	Construction management, single-family building
NAICS 236116	Construction management, multifamily building
NAICS 236118	Construction management, residential remodeling
NAICS 236210	Construction management, industrial building (except warehouses)
NAICS 541511	Custom Computer Programming Services
NAICS 541512	Computer Systems Design Services
NAICS 541611	Administrative Management and General Management Consulting Services
NAICS 541618	Other Management Consulting Services
NAICS 561312	Executive placement consulting services
NAICS 561312	Executive search consulting services

NAICS 561312

Senior executive search services

NAICS 561320

Personnel (e.g., industrial, office) suppliers

Customer Support

Print This Page

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DEPARTMENT OF PROCUREMENT SERVICES CITY OF CHICAGO

APR 1 3 2015

Coventine Fidis
American Surveying & Engineering, P.C.
105 W. Madison, Suite 1700
Chicago, IL 60602

Dear Coventine Fidis:

We are pleased to inform you that American Surveying & Engineering, P.C. has been recertified as a Minority-Owned Business Enterprise ("MBE"), by the City of Chicago ("City"). This MBE certification is valid until 4/1/2020; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 4/1/2016, 4/1/2017, 4/1/2018, and 4/1/2019. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 4/1/2020. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 2/1/2020.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

American Surveying & Engineering, P.C.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

541330 - Engineering Services

541370 - Surveying and Mapping (except Geophysical) Services

541370 - Topographic mapping services

541370 - Land surveying services

531390 - Consultants', real estate (except appraisers), offices

531390 - Landman services

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise**, goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

Jamie L. Rhee Chief Procurement Officer JLR/dm



DEPARTMENT OF PROCUREMENT SERVICES CITY OF CHICAGO

APR 1 0 2015

Mr. lan Parr CCS International, Inc. 1815 South Meyers Road, Suite 200 Oakbrook Terrace, IL 60181

Dear Ian Parr:

We are pleased to inform you that CCS International, Inc., has been recertified as a Minority Business Enterprise ("MBE") by the City of Chicago ("City"). This MBE certification is valid until 6/15/2018; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

REVISED

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 6/15/2015, 6/15/2016, and 6/15/2017. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 6/15/2018. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 4/15/2018.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fail to:

CCS International, Inc.

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

541990 - All Other Professional, Scientific, and Technical Services

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority Business Enterprise (MBE) Program.

Sinceraly

Jamie L. Rhee

Chief Procurement Officer

JLR/cm



547 W. Jackson Boulevard, Chicage, IL 60561

metrarall.com

August 5, 2016

Joan Berry EJM Engineering, Inc. 411 S. Wells Street, STE 1000 Chicago, IL 60607-3927

Dear Ms. Berry:

Metra has reviewed your annual No Change Affidavit and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Subpart D 26.61. Your next No Change Affidavit is due August 5, 2017. Notification will be sent to you sixty (60) days prior to this date.

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

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

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

NAICS Code: 541330, 541320, 541614

Specialty:

541330 - Civil, including Highways, Roads and Streets; Traffic Signals and Transit Facilities; Reconstruction/Major Rehabilitation Studies; Traffic, Safety, Feasibility, Location and Design; Electrical, including Lighting; Structural and Engineering Design; Construction Management and Inspection

541320 - Urban Planning Services; Studies: Transportation Planning and Mass Transit 541614 - Transportation Management, Consulting Program Management and Project

Management

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

Sincerely,

James Real Homas, Greek

Senior Director

Office of Business Diversity and Civil Rights



TONI PRECKWINKLE

PRESIDENT

Cook County Board

of Commissioners

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ROBERT STEELE

JERRY BUTLER 3rd District

STANLEY MOORE 4th District

DEBORAH SIMS 5th District

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OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 ● Chicago, Illinois 60620 ● (312) 603-5502

June 7, 2016

Ms. Karyn Romano, President Metro Strategies, Inc. 526 Crescent Road Glen Ellyn, IL 60137

Annual Certification Expires: June 7, 2017

Dear Ms. Romano:

Congratulations on your continued eligibility for Certification as a Women Business Enterprise (WBE) by Cook County Government. This WBE Certification is valid until <u>June 7, 2021</u>.

As a condition of continued certification during this five (5) year period, you must file a "No Change Affidavit" within sixty (60) days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within fifteen (15) business days of such changes.

Cook County Government may commence action to remove your firm as a WBE vendor if you fail to notify us of any changes of facts affecting your firm's certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprise, Women Business Enterprise and/ or Veteran Business Enterprise in the area(s) of specialty:

CONSULTING: PUBLIC AFFAIRS, POLICY AND POLICY SERVICE

Your firm's participation on County contracts will be credited toward <u>WBE</u> goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward <u>WBE</u> goals will be given only for work performed in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women and Veteran Business Enterprise Programs.

Sincerely,

Jacqueline Gomez Contract Compliance Director

JG/ehw

2021



DEPARTMENT OF PROCUREMENT SERVICES CITY OF CHICAGO

JUL 27 2015

Kerry Nutter
Program Management & Control Services, LLC
46 S. Waiola Ave.
La Grange, IL 60525

Dear Mrs. Kerry Nutter:

We are pleased to inform you that Program Management & Control Services, LLC has been re-certified as a Women-Owned Business Enterprise ("WBE") by the City of Chicago ("City"). This WBE certification is valid until 7/31/2020; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 7/31/2016, 7/31/2017, 7/31/2018, and 7/31/2019. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 7/31/2020. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 5/31/2020.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a WBE if you fall to:

File your annual No-Change Affidavit within the required time period;

 Provide financial or other records requested pursuant to an audit within the required time period;

 Notify the City of any changes affecting your firm's certification within 10 days of such change; or

File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

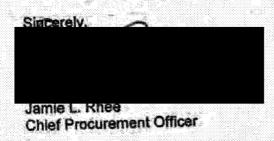
Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s): 541611- General Management Consulting Services

Your firm's participation on City contracts will be credited only toward Woman-Owned Business Enterprise goals in your area(s) of specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.



JLR/fn

Unified Certification Program - Search

Contractor Details

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

Print

SE3, LLC

Email: vstewart@se3.us

Vernal Stewart

Phone: 630-641-9900

3041 Woodcreek Drive,

Fax: 708-469-2566

Suite 211

Downers Grove, IL

60515-5417

County:

DuPage

Categories: Architecture\Engineering, Professional

NAICS

Speciality

541330 - ENGINEERING

541330 - FREEWAYS.

SERVICES

ROADS AND STREETS

541611 -

TRAFFIC SIGNALS

ADMINISTRATIVE

STUDIES: TRAFFIC AND

MANAGEMENT AND

SAFETY

GENERAL MANAGEMENT RECONSTRUCTION /

CONSULTING SERVICES

MAJOR REHABILITATION

541512 - COMPUTER

REHABILITATION AND

SYSTEMS DESIGN

CONSTRUCTION

INSPECTION

SERVICES

541611 - PROGRAM

MANAGEMENT, PROGRAM

CONTROLS

541512 - SYSTEMS

DESIGN / DEPLOYMENT

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Version: 1.1.27.5458



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

JAN 1 6 2015

Keith A. Searles Urban GIS, Inc 1143 W. Rundell Place Chicago, IL 60607

Dear Keith A. Searles:

We are pleased to inform you that **Urban GIS**, **Inc.** has been certified as a **Minority-Owned Business Enterprise** ("MBE") by the City of Chicago ("City"). This **MBE** certification is valid until 1/1/2020; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 1/1/2016, 1/1/2017, 1/1/2018, and 1/1/2019. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 1/1/2020. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 11/1/2019.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

121 NORTH LASALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602

Urban GIS, Inc.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- · File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

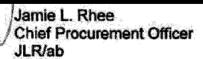
NAICS Code(s):

541370 - Geographic Information System (GIS) Base Mapping Services

Your firm's participation on City contracts will be credited only toward **Minority-Owned**Business Enterprise goals in your area(s) specialty. While your participation on City
contracts is not limited to your area of specialty, credit toward goals will be given only
for work that is self-performed and providing a commercially useful function that is done
in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.





Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

GEOGRAPHIC INFORMATION SYSTEMS CONSULTING

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Cinceralty

Michael Chambers Senior Compliance Officer

M

Unified Certification Program - Search

Contractor Details

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

Print

Wang Engineering,

Email: pwang@wangeng.com

Inc.

Phone: (630) 953-9928

Paul Wang

Fax: (630) 953-9938

1145 N. Main St. Lombard, IL 60148

County:

DuPage

Categories: Architecture\Engineering

NAICS

Speciality

541330-Engineering

541330- CONSTRUCTION

Services

INSPECTION

541360-Geophysical

QA HMA & AGGREGATE

Surveying & Mapping

QA PCC & AGGREGATE

Services

QA AGGREGATE/HMA/PCC

541360- STRUCTURE

GEOTECHNICAL REPORTS

COMPLEX

GEOTECHNICAL/MAJOR

FOUNDATION

GENERAL GEOTECHNICAL

SERVICES

SUBSURFACE EXPLORATIONS

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Version: 1.1.27.5458

PARTNERSHIP-MENTOR/PROTÉGÉ PROGRAM FOR

DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

PSB: 16-3 ITEM: 1

MEMORANDUM OF UNDERSTANDING BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	Α	THE PROTÉGÉ:	FIRM NAME ADDRESS
Richard A. Young	AECOM Technical Services 303 East Wacker Drive, Suite 1400 Chicago, IL 60601-5276	N D	Jason Martin	SE3, LLC 3041 Woodcreek Drive, Suite 211 Downers Grove, IL 60515

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

I. PROGRAM PURPOSE

The Mentor and the Protégé commit to entering into a Mentor/Protégé Agreement in accordance with the current guidelines of the Tollway's Partnership–DBE Mentor/Protégé Program. The purpose of the Program is to facilitate the Tollway's professional service consultants with:

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

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

II. CONFORMANCE TO PROGRAM GOALS

A.	Pa	articipation in this p	project	by	the	Protégé.
	1	In area(s) being	mentor	ad		

•	Technical work covered by Mentor's prequalification category(ies)	7.5%
	Scope:	
	Highways-Freeways, Structures	
•	Work not applicable to prequalification category(ies)	2.0 _%
	Scope:	
	Training	
	Note: Protégé must participate in either one or both of these areas	

- 2. In area(s) not being mentored:
 Work the Protégé will self-perform
 Note: Protégé participation in this area is optional
- 3. Total participation by the Protégé (Sum of 1. and 2.)
- B. Briefly describe an assessment of the Protégé's needs (one-half page maximum).

SE3, LLC (Protégé) is a registered DBE firm specializing in traffic and transportation projects. The Protégé is a growing firm with objectives of continuing to develop the necessary skill sets to ultimately provide prime services for local transportation agencies including the Illinois Tollway. Through meetings between AECOM (Mentor) and the Protégé it was identified that additional technical and business development enhancements are mandatory for the Protégé's continued growth and success towards achieving their overall objective of being a self-sufficient prime firm. With recent growth of the Protégé it has become apparent that additional internal controls are required to effectively manage projects and identify potential issues early in the life of projects. It was also identified that in order to continue to challenge employees and to provide them with the required training to advance, a formal training program is required. From a technical perspective the Protégé is lacking some capabilities that would allow them to be better positioned to achieve their objective of becoming a prime consultant to local transportation agencies. Many transportation project advertisements the projects require technical expertise and qualification in areas that the Protégé does not currently possess which prevents them from pursuing the project.

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

Based on meetings between the Mentor and Protégé and an evaluation of their needs we identified specific areas that can be accomplished as part of this project to better position the Protégé to accomplish their objective. Specifically it was determined that assistance can be provided as part of this Contract to the Protégé in the technical areas of Intelligent Transportation Systems (ITS), plan reviews, and bridge inspections. The Protégé has been involved with some ITS projects but has only scratched the surface. With this assignment the Protégé will be exposed to additional areas within ITS including communication technologies, long term planning, and overall Specification and Standard development. With the plan reviews performed by this contract there will be ample opportunity for the Protégé to be involved and work with the Mentor's seasoned reviewers to learn the key steps, review mindset, and resources available to perform effective plan reviews. For the Trust Indenture the General Engineering Consultant performs bridge and wall inspections. With some initial outside training the Protégé could assist the Mentor's team leaders with the inspections with the ultimate goal of becoming a team leader and ultimately a Program Manager through the National Bridge Inspection Standards (NBIS). This is a growing area and with this knowledge the Protégé can take one step further towards developing a structural group and acquiring necessary pre-qualifications. In the area of business development the Mentor will assist the Protégé with internal project controls and metrics to assist with evaluating overall project health. The Mentor will also include the Protégé on their overall internal training program goals, objectives, tracking, and allow for participation in some training events.

III. N	MENTOR	EXPERIENCE	WITH THE PROGRAM		
A.	Has the complete	Prime consultaged within the la	YES	NO	
		Phase(s) of W Assistance:	/ork:□MP □DSE □CM □Other		
В.	Is the Pr project?	ime consultant If yes, list Con	t currently serving as a Mentor on a Tollway htract #(s):	YES	MO
		Phase(s) of W Assistance:	/ork: □MP □DSE □CM □Other		
C.	Has the project w	Prime consulta	YES	■ NO	
		Phase(s) of W Assistance:	/ork: □MP □DSE □CM □Other		
IV. P	ROTÉGÉ	EXPERIENC	E WITH THE PROGRAM		
A.	Has the If yes, lis	DBE firm ever	been contracted by the Tollway as a Prime co	onsultant'YE	sno
Dat	<u>te</u>	Contract #	Description of Scope		
01/24/2	2013 F	RR-12-4047	SE3 was a Joint Venture partner providing Construction Mana I-355 Rehabilitation project.	agement services on	the

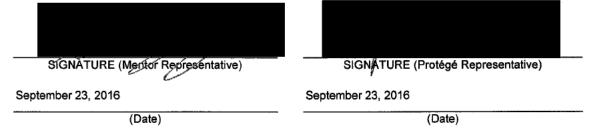
B. Has t projec projec	ct completed w	articipated in a Mentor ithin the last five years	/Protégé Agreement on a Tollway TYES NO ? If yes, list the following for each
Contract #	<u>Protégé</u> Award \$	Mentored by	Area of Assistance
	<u>Awaru y</u>		
11, 2 - 111			
		rently participating in a	a Mentor/Protégé Agreement on a ■YES NO each project(s).
Contract #	Protégé Award \$	Mentored by	Area of Assistance
RR-16-4255		Primera Engineers	Structures-Highways (Typical)
	——————————————————————————————————————		
	·		
			/Protégé Agreement on an Illinois ■YES □NO
		sportation project comp i for each project(s).	oleted within the last five years? If
PTB No/	<u>Protégé</u>	, , ,	Area of Assistance
<u>Item</u>	Award \$	Mentored by	
161/01	\$110,000	TranSystems Corporation	Drainage
165/05	\$320,000	AECOM Technical Services	Geometric Design
165/02	\$384,670	Benesch	IDOT Design Process

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

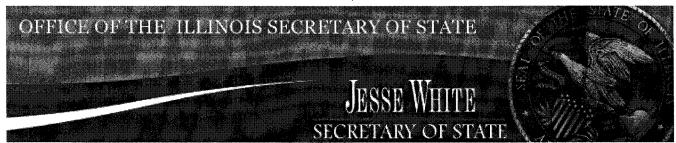
V. STATEMENT OF COMMITTMENT

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

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



RR-16-4265



CORPORATION FILE DETAIL REPORT

File Number	57298979			
Entity Name	AECOM TECHNICAL SERVICES, INC.			
Status	ACTIVE			
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA	
Qualification Date (Foreign)	05/05/1993	State	CALIFORNIA	
Agent Name	C T CORPORATION SYSTEM	Agent Change Date	05/05/1993	
Agent Street Address	208 SO LASALLE ST, SUITE 814	President Name & Address	TOM BISHOP 1999 AVE OF THE STARS #2600 LOS ANGELES CA 90087	
Agent City	CHICAGO	Secretary Name & Address	ROBYN MILLER 515 FLOWER ST 4TH FL LOS ANGELES CA 70071	
Agent Zip	60604	Duration Date	PERPETUAL	
Annual Report Filing Date	00/00/0000	For Year	2017	
Assumed Name	INACTIVE - EARTH TECH CONSULTING, INC.			
Old Corp Name	08/25/1995 - THE EARTH TECHNOLOGY CORPORATION 12/03/2008 - EARTH TECH, INC.			

Return to the Search Screen

Purchase Certificate of Good Standing

(One Certificate per Transaction)

OTHER SERVICES

File Annual Report

Adopting Assumed Name

Articles of Amendment Effecting A Name Change

Change of Registered Agent and/or Registered Office Address

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE

RR-16-4265

From:

Nash, Janiqua V

Sent:

Tuesday, March 21, 2017 12:39 PM

To:

Nava, Elvia

Subject:

AECOM Technical Services, Inc.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:38 03/21/17

ACTION: S

VENDOR NUMBER= **** VENDOR NAME: *

OFFSET: 00 OF 00

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/21/17 AT 12:38 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

From:

Nash, Janiqua V

Sent:

Tuesday, March 21, 2017 12:40 PM

To:

Nava, Elvia

Subject:

2iM Group, LLC

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:38 03/21/17

ACTION: S

VENDOR NUMBER= ***

OFFSET: 00 OF 00

VENDOR NAME:

CLAIMING AGENCY NUMBER:

CLAIMING AGENCY NAME:

CLAIMING AGENCY PHONE NUMBER:

DISCLAIMER:

AS OF 03/21/17 AT 12:39 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN PLEASE BE ADVISED THAT OUR ACTIVE CLAIM AGAINST VENDOR NUMBER *** 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-16-4265

Nava, Elvia

From:

Nash, Janiqua V

Sent:

Tuesday, March 21, 2017 12:41 PM

To:

Nava, Elvia

Subject:

American Surveying & Engineering, P.C.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:38 03/21/17

ACTION: S

VENDOR NUMBER= **

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/21/17 AT 12:40 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-16-4265

From:

Nash, Janiqua V

Sent:

Tuesday, March 21, 2017 12:42 PM

To:

Nava, Elvia

Subject:

CCS International, Inc

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:38 03/21/17

ACTION: S

VENDOR NUMBER= ****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: '

CLAIMING AGENCY NAME:

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/21/17 AT 12:41 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-16-4265

From:

Nash, Janiqua V

Sent:

Tuesday, March 21, 2017 12:43 PM

To:

Nava, Elvia

Subject:

Collins Engineering, Inc.

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY

12:38 03/21/17

ACTION: S

VENDOR NUMBER= **

VENDOR NAME:

OFFSET: 00 OF 00

CLAIMING AGENCY NUMBER:

CLAIMING AGENCY NAME:

CLAIMING AGENCY PHONE NUMBER:

DISCLAIMER:

AS OF 03/21/17 AT 12:41 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-16-4265

From:

Nash, Janiqua V

Sent:

Tuesday, March 21, 2017 12:44 PM

To:

Nava, Elvia

Subject:

EJM Engineering, Inc.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:38 03/21/17

ACTION: S

VENDOR NUMBER= *** VENDOR NAME:

OFFSET: 00 OF 00

CLAIMING AGENCY NUMBER:

CLAIMING AGENCY NAME:

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/21/17 AT 12:43 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-16-4265

From:

Nash, Janiqua V

Sent:

Tuesday, March 21, 2017 12:44 PM

To:

Nava, Elvia

Subject:

Frega Associates, Ltd.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:38 03/21/17

ACTION: S

VENDOR NUMBER= **

VENDOR NAME: *

OFFSET: 00 OF 00

CLAIMING AGENCY NUMBER:

CLAIMING AGENCY NAME:

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

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ENTER=PROCESS,

PF3=IOCM,

PF12=REFRESH

RR-16-4265

From:

Nash, Janiqua V

Sent:

Tuesday, March 21, 2017 12:45 PM

To:

Nava, Elvia

Subject:

Hanson Professional Services, Inc.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:38 03/21/17

ACTION: S

VENDOR NUMBER= *** VENDOR NAME:

OFFSET: 00 OF 00

CLAIMING AGENCY NUMBER:

CLAIMING AGENCY NAME:

CLAIMING AGENCY PHONE NUMBER:

DISCLAIMER:

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ENTER=PROCESS,

PF3=IOCM,

PF12=REFRESH

RR-16-4265

From:

Nash, Janiqua V

Sent:

Tuesday, March 21, 2017 12:45 PM

To:

Nava, Elvia

Subject:

HDR, Inc.

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY

12:38 03/21/17

ACTION: S

VENDOR NUMBER= **

VENDOR NAME: *

OFFSET: 00 OF 00

CLAIMING AGENCY NUMBER:

CLAIMING AGENCY NAME:

CLAIMING AGENCY PHONE NUMBER:

DISCLAIMER:

AS OF 03/21/17 AT 12:45 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-16-4265

From:

Nash, Janiqua V

Sent:

Tuesday, March 21, 2017 12:46 PM

To:

Nava, Elvia

Subject:

Metro Strategies, Inc.



CICIOCP1 OCIS

OFFSET CONTRACT INQUIRY

12:38 03/21/17

ACTION: S

VENDOR NUMBER=

OFFSET: 00 OF 00

VENDOR NAME:

CLAIMING AGENCY NUMBER:

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

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ENTER=PROCESS,

PF3=IOCM,

PF12=REFRESH

RR-16-4265

From:

Nash, Janiqua V

Sent:

Tuesday, March 21, 2017 12:46 PM

To:

Nava, Elvia

Subject:

Middleton Construction Consulting, LLC

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:38 03/21/17

ACTION: S

VENDOR NUMBER= *** VENDOR NAME: *

OFFSET: 00 OF 00

CLAIMING AGENCY NUMBER:

CLAIMING AGENCY NAME:

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

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ENTER=PROCESS,

PF3=IOCM,

PF12=REFRESH

RR-16-4265

From:

Nash, Janiqua V

Sent:

Tuesday, March 21, 2017 12:47 PM

To:

Nava, Elvia

Subject:

Panacea Group, LLC

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:38 03/21/17

ACTION: S

VENDOR NUMBER=

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME:

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/21/17 AT 12:46 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-16-4265

From:

Nash, Janiqua V

Sent:

Tuesday, March 21, 2017 12:47 PM

To:

Nava, Elvia

Subject:

PMCS, LLC



OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:38 03/21/17

ACTION: S

VENDOR NUMBER= ***

VENDOR NAME:

OFFSET: 00 OF 00

CLAIMING AGENCY NUMBER:

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

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ENTER=PROCESS,

PF3=IOCM,

PF12=REFRESH

RR-16-4265

Nava, Elvia

From:

Nash, Janiqua V

Sent:

Tuesday, March 21, 2017 12:48 PM

To:

Nava, Elvia

Subject:

Quantum Spatial, Inc.

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY

12:38 03/21/17

OFFSET: 00 OF 00

ACTION: S

VENDOR NUMBER= ***

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

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ENTER=PROCESS,

PF3=IOCM,

PF12=REFRESH

From:

Nash, Janiqua V

Sent:

Tuesday, March 21, 2017 12:48 PM

To:

Nava, Elvia

Subject:

R&G Engineering, LLC

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:38 03/21/17

ACTION: S

VENDOR NUMBER= **

OFFSET: 00 OF 00

VENDOR NAME:

CLAIMING AGENCY NUMBER: CLAIMING AGENCY NAME:

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/21/17 AT 12:47 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-16-4265

Nava, Elvia

From:

Nash, Janiqua V

Sent:

Tuesday, March 21, 2017 12:49 PM

To:

Nava, Elvia

Subject:

Scigon Solutions, Inc.

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY

12:38 03/21/17

ACTION: S

VENDOR NUMBER= *** VENDOR NAME:

OFFSET: 00 OF 00

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/21/17 AT 12:48 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

From:

Nash, Janiqua V

Sent:

Tuesday, March 21, 2017 12:49 PM

To:

Nava, Elvia

Subject:

SE3, LLC

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY

12:38 03/21/17

ACTION: S

VENDOR NUMBER= ***

OFFSET: 00 OF 00

VENDOR NAME:

CLAIMING AGENCY NUMBER:

CLAIMING AGENCY NAME:

CLAIMING AGENCY PHONE NUMBER:

DISCLAIMER:

AS OF 03/21/17 AT 12:48 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-16-4265

Nava, Elvia

From:

Nash, Janiqua V

Sent:

Tuesday, March 21, 2017 12:49 PM

To:

Nava, Elvia

Subject:

Urban GIS, Inc.



OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:38 03/21/17

ACTION: S

VENDOR NUMBER= ***

OFFSET: 00 OF 00

VENDOR NAME:

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/21/17 AT 12:48 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

From:

Nash, Janiqua V

Sent:

Tuesday, March 21, 2017 12:50 PM

To:

Nava, Elvia

Subject:

Wang Engineering, Inc.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:38 03/21/17

ACTION: S

VENDOR NUMBER= ***

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER:

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/21/17 AT 12:49 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

DESIGN SECTION ENGINEER AGREEMENT

The Board of Directors, on the 23rd day of March, 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 AECOM TECHNICAL SERVICES, INC., a corporation authorized and existing within the laws of the State of Illinois, hereinafter referred to as "DESIGN SECTION ENGINEER".

WITNESSETH:

WHEREAS, the DESIGN SECTION ENGINEER has submitted a proposal dated March 10, 2017, to provide design section engineering services for Contract No. RR-16-4265 for Tri-State Tollway, Design Corridor Management; 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 1, staffed with professional licensed engineers, experienced and able to perform the engineering design services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

- A. The DESIGN SECTION ENGINEER shall perform all design section engineering services for Contract No. RR-16-4265 for Tri-State Tollway, Design Corridor Management in accordance with the requirements and terms of this Agreement and the proposal from the DESIGN SECTION ENGINEER of March 10, 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 <u>Design Section Engineer's Manual for The Illinois State Toll Highway Authority</u> 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 15, 2017 and ending April 14, 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 2.8000 and certain direct expenses (as shown in Exhibit "1") with an upper limit of compensation of Thirty Two Million, Nine Hundred Ninety Three Thousand, Five Hundred Dollars and No Cents, (\$32,993,500.00). 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. *AECOM Technical Services, 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 to the extent caused by error, omission, intentionally wrongful, wanton, or negligent act(s) or willful misconduct 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. Neither Party shall be liable for incidental, special, consequential or punitive damages.

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:

 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 Any person or entity reusing any plans shall be solely TOLLWAY's own risk. 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,

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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

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

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

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

- 2. The total compensation due to the DESIGN SECTION ENGINEER, in the event of termination without cause, shall be limited to the following, less all previous payments to the DESIGN SECTION ENGINEER and any credits or set-offs due to the TOLLWAY:
 - a. Actual payroll cost for services properly performed prior to the effective date of termination, times a multiplier of **2.8000**:
 - b. Actual reimbursable direct expenses incurred prior to the effective date of termination;
 - Actual payroll cost times a multiplier of 2.8000 for any wind-up services after the effective date of termination as directed to be performed by the Chief Engineering Officer of the TOLLWAY;
 - d. Actual reimbursable direct expenses incurred for any wind-up services after the effective date of termination as directed to be performed by the Chief Engineering Officer of the TOLLWAY;

B. Termination for Cause

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

- a. If DESIGN SECTION ENGINEER becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law established for the relief of debtors;
- b. If a receiver, trustee or liquidator of any of the property or income of DESIGN SECTION ENGINEER shall be appointed;
- c. If DESIGN SECTION ENGINEER shall fail to perform the scope of services, or any part thereof, with the diligence necessary to maintain its progress and compete the scope of services as prescribed by the time schedule and shall fail to take such steps as directed by the TOLLWAY to remedy delays within five (5) days after written notice thereof from TOLLWAY:
- d. If DESIGN SECTION ENGINEER shall violate any of the terms, provisions, conditions, covenants, or Certifications contained in this Agreement and shall fail to take such steps as directed by the TOLLWAY to remedy such default within five (5) days after written notice thereof from TOLLWAY.
- 3. Upon termination for cause, and within ten (10) days of such notice, the DESIGN SECTION ENGINEER shall prepare a detailed Progress Report in a form satisfactory to the Chief Engineering Officer of the TOLLWAY, including information as to all services performed by the DESIGN SECTION ENGINEER and the status of the services as of the date of the termination, and provide all other information and documents developed under the terms of this Agreement as requested by the Chief Engineering Officer of the TOLLWAY. The TOLLWAY will review the Progress Report and determine the percentage of services that have been performed under this Agreement by the DESIGN SECTION ENGINEER. In the case of dispute between the TOLLWAY and the DESIGN SECTION ENGINEER, the decision of the Chief Engineering Officer shall be final. At the request and direction of the Chief Engineering Officer of the TOLLWAY, the DESIGN SECTION ENGINEER shall additionally, within ten (10) days after the date of termination, furnish the TOLLWAY with two (2) sets of prints of plans, two (2) sets of Special Provisions and two (2) sets of calculations with respect to the services performed to the date of termination in accordance with the requirements of the Design Section Engineer's Manual in effect at the date of contract execution, and as revised thereafter.
- 4. The total compensation due to the DESIGN SECTION ENGINEER in the event of Termination for Cause shall be the following, less all previous payments to the DESIGN SECTION ENGINEER, and any credits or set-offs due to the TOLLWAY:
 - a. Actual payroll cost for services properly performed prior to the effective date of termination, times a multiplier of **2.8000**;
 - b. Actual reimbursable direct expenses incurred prior to the effective date of termination;

C. <u>Termination due to Lack of an Appropriation</u>

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 III. 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.

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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 **AECOM Technical Services**, **Inc.**, **303 E. Wacker Drive**, **Suite 1400**, **Chicago**, **Illinois 60601**, 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

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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 prequalification, 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-16-4265 the day and year first above written.

	HE ILLINOIS STATE TOLL HIGHWAY AUTHORITY	AECOM TECHNICAL SERVICES, INC.
	By	President-Signature Date
		Printed Name as Signed Above
	APPROVED:	Times rame as eighed habite
	5-/17/17	
	Chief of Finance - Signature Date Michael Colsch	
	APPROVED:	
Actiny -	General Counsel – Signature Date David Goldberg ะเวลุลธะกร M.S. เดาสมรณ	

Approved as to Form and Constitutionality

5- (Cool)

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

DESIGN SECTION ENGINEER PROPOSAL

FOR CONTRACT NUMBER RR-16-4265

This proposal, dated <u>March 10, 2017</u>, is submitted by <u>AECOM Technical Services</u>, <u>Inc</u> of <u>Chicago</u>, <u>Illinois</u> for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract <u>RR-16-4265</u> for which we propose to provide Design Section Engineering Services is <u>Tri-State Tollway</u>, <u>Design Corridor Manager</u>, in <u>Dupage and Cook</u> County (Counties), Illinois.

SCOPE OF DESIGN SECTION ENGINEERING SERVICES

Design Engineering Services following selection from PSB 16-3, Item #1, more fully detailed in Exhibit F, attached hereto, will be executed in full compliance with the Illinois State Toll Highway Authority's *Design Section Engineer's Manual*, 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:

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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:

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

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

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

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

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

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

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

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

Promotions resulting in labor rate increases will only be permitted if the promotion occurs on this project to a pre-approved contract position. Employees promoted within the company will not be entitled to a rate increase on this project beyond the rate

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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.

<u>SERVICES BY OTHERS</u> (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

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services funds will not be used to cover costs for items included in the original <u>Scope of Design Engineering Services</u>. 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 \$ 32,993,500.00 (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.

<u>REVISIONS TO THE SCOPE OF WORK</u> - 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.

<u>PROGRESS REPORTS</u> - 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

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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 reassign 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.

<u>CURRENT WORK LOAD</u> - 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.

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

INVOICES for services performed and expenses incurred through December 31st must

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be submitted to the TOLLWAY no later than February 28th of the subsequent year. The DESIGN SECTION ENGINEER expressly acknowledges that the TOLLWAY, at its discretion, reserves the right not to honor any delinquent INVOICE if the DESIGN SECTION ENGINEER fails to obtain prior written approval from the Chief Engineering Officer for an alternative INVOICE submission date. DESIGN SECTION ENGINEER will request such approval or an INVOICE submittal extension no later than February 15th.

RECORD RETENTION AND AUDIT - In compliance with the Illinois Procurement Code (30 III. 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.

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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.

PAGE ____OF __EXHIBIT "1"

THIS PROPOSAL FOR DESIGN SECTION ENGINEERING SERVICES FOR

CONTRACT RR-16-4265

SUBMITTED BY:

FIRM NAME:

AECOM Technical Services, Inc.

ADDRESS:

303 E. Wacker Drive, Suite 1400

CITY, STATE &

ZIP CODE:

Chicago, IL 60601

TELEPHONE:

312-373-7700

FACSIMILE:

312-373-6800

SIGNED BY:

PRINTED NAME: Denise M. Casalino

TITLE:

Sr. Vice President

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PAGE ____OF

ЕХНІВІТ "1"

Biggs, Susan

From:

Santiago, Victoria

Sent:

Wednesday, March 29, 2017 3:49 PM

To:

Biggs, Susan

Cc:

Lanzo, Paul

Subject:

RE: RR-16-4265 - AECOM Technical Services, Inc. - MARCH Board -

Certification/Disclosure Review, IPB# 22038318

The disclosures look fine.

Thanks,

Vicky

Victoria Santiago, CPPO, CPPB | Sr. State Purchasing Officer for the Illinois Toll Highway Authority
Chief Procurement Office- General Services

Cell: (312) 590-2894

Office: (630) 241-6800 ext. 2336 e-mail: victoria.santiago@illinois.gov

vsantiago@getipass.com

From: Biggs, Susan

Sent: Tuesday, March 28, 2017 11:36 AM

To: Santiago, Victoria

Cc: Lanzo, Paul

Subject: RR-16-4265 - AECOM Technical Services, Inc. - MARCH Board - Certification/Disclosure Review, IPB# 22038318

Vicky,

The following Financial Disclosure has been provided for your review and the Prime Consultant has been added to the spreadsheet.

RR-16-4265 – AECOM Technical Services, Inc.

This was a March Board agenda item. PSB 16-3 – IBP Notice 22038318

Please let me know if the disclosures are approved to move forward or if you need any additional information.

Thanks,

Sue Biggs



ILLINOIS TOLLWAY STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.:	RR-16-4265
CONTRACTOR NAME:	AECOM Technical Services Inc.

1. PAYMENT TERMS AND CONDITIONS:

- 1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 III. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 1.2 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the 1.4 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 requirements at 217-782-6206 ensure understanding of prevailing wage (http://www.state.il.us/agency/idol/index.htm).
- 1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

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

This statement must be	e imprinted on the invoice or	an attachment attesting to the following
statement:		
Invoice#		
"The Seller.		_ (insert vendor name) hereby certifies that the
	id wares shipped in accordar set forth in the purchasing co	nce with the attached delivery invoice have met all ntract".
		Authorized Representative
If the Vendor does no payment.	t comply with attesting to the	ne statue 605 ILCS 10/16.1 this will cause delay in
All invoices must include	le original order date to ensur	e accurate and timely payment processing.

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

purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

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

modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

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

or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

- 21. PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
- 22. FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
- 23. SCHEDULE OF WORK: Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

24. WARRANTIES FOR SUPPLIES AND SERVICES:

- Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
- 24.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
- 24.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

25. REPORTING, STATUS AND MONITORING SPECIFICATIONS:

- 25.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
- 25.2 By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.

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

27. SUPPLEMENTAL PROVISIONS

27.1 TOLLWAY SUPPLEMENTAL PROVISIONS

27.1.1 Agents and Employees:

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

27.1.2 Publicity:

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

27.1.3 Third Party Beneficiaries:

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

27.1.4 Successors In Interest:

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

27.1.5 Venue:

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

- 27.1.5.1 Whenever "State" is used or referenced in this Contract, it shall be interpreted to mean "Tollway".
- 27.1.5.2 The State Prompt Payment Act (30 ILCS 40) does not apply to the Tollway.
- 27.1.5.3 The Tollway is not currently an appropriated agency.
- 27.2 Report of a Change in Circumstances: The Contractor agrees to report to the TOLLWAY as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the CONTRACTOR's ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include, but are not limited to changes in the CONTRACTOR's Certification/Disclosure Forms, the CONTRACTOR's IDOT pre-qualification, or any certification or licensing required for this project. Additionally, (CONTRACTOR/VENDOR) agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the CONTRACTOR, or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

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

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

27.	3	VENDOR	SLIPPI	EMENTAL	PROVISIONS
<i>~</i> / .	J	AFIADOIX	3011		1 110 11310113

\boxtimes	Vendor	Supplemental	Provisions:
	VEHUUI	Juppiemental	1 1041310113

STATE OF ILLINOIS

SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

ATTACHMENT CC

<u>AECOM Technical Services Inc.</u> agrees with the terms and conditions set forth in the State of Illinois Invitation for Bid, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

Section/Subsection New Number, Title of New Subsection: State the new additional term or
ADDITIONAL TERMS AND CONDITIONS
at Article VI - Responsibility for injuries and Damages.
for incidental, special, consequential or punitive damages. See Design Section Engineer Agreement at Article VI – Responsibility for Injuries and Damages.
Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable
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
of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged
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
10. INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their agencies, officers, employees, agents and volunteers from any and all costs,
outside the purpose for which it was created. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
for any purpose, however Vendor shall not be held liable for any use of Vendor's work product
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
the State all right, title, and interest in and to such work including any related intellectual property
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
whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire
9. USE AND OWNERSHIP: All work performed or supplies created by Vendor under this contract,
Please modify sections 9 and 10 of the Illinois Tollway Standard Business Terms and Conditions as requested below. The double underline designates insertions and the red strike-out stands for deletion.
State the exception such as "add," "replace," and/or "delete."
accepted by the State thereto as set forth below. STANDARD TERMS AND CONDITIONS
performed shall be pursuant to the solicitation and resulting contract, and Vendor's 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

<u>The Illinois State Toll Highway Authority</u> hereby agrees to the exceptions provided by <u>AECOM Technical Services Inc.</u> and to the Additional Terms and Conditions provided by <u>AECOM Technical Services Inc.</u>

Agreed: AECOM Technical Services, Inc.	Agreed: The Illinois State Toll Highway Authority
By: Denise Çasalino	By: Paul D. Kovacs. P.E.
Signed:	Signed:
Position: Senior Vice President	Position: Chief Engineering Officer
Date: March 24, 2017	Date: 4-6-17





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

			Project		
	Date:	March 23, 2017	Number:	RR-16-4265	
	Project Name:	Tri	-State Tollway, Design (Corridor Management	
DELINQUENT DEBT REVIEW	If yes, you must iden: Contractors/Consultant (Contractors) or percer information at any time part, of the work of this Upon request, our firm contract if selected, or than \$50,000. All subc the contract. The ver Subcontractor Certificat Delinquent Payment. under 30 ILCS 500. S know that it, or any at Section 50-12 prohibits	tify below, to the extent the syou will be using in the stage (Consultants) each is expected to provide the superior of the superior of the subcontract or to provide a copy of after execution of the subcontracts over \$50,000 must indor shall include in each tion form available from the State of the subcontracts over \$50,000 must indor shall include in each tion form available from the State of the contractor/Consultant of Section 50-11 prohibits a perior of the subcontracts, is delinquent in the passes of the subcontractor of th	performance of this Contra spected to receive pursuant to n Sub-Contractors/Consultan oplies requested by the State. If the subcontract, if required, tract, whichever is later, for the nelude the same certification subcontract the subcontract state. ertifies that it, or any affiliate son from entering into a con ayment of any debt to the State age!	within fifteen (15) days after execution of the lose subcontracts with an annual value of more sthat the Vendor must make as a condition of the contract certifications as shown on the Standard is not barred from being awarded a contract ract with a State agency if it knows or should tate as defined by the Debt Collection Board noy if it, or any affiliate, has failed to collect and	eder eefd stdl.d
	Illinois Use Tax Act. The void if this certification	e Contractor/Consultant furth	er acknowledges that the cor Consultant or any affiliate is	Illinois in accordance with the provisions of the stracting State agency may declare the contract determined to be delinquent in the payment of	t
CONTRACTOR/ CONSULTANT	Con	tractor/Consultant:	AECOM 1	echnical Services, Inc.	
Z T			The said and a second as a second and a second a second and a second a		_
NSI N	Federal Employ	ment Identification			
88		Number (FEIN) E-Mail:	Denise	casalino@aecom.com	_
-		<u></u>	<u> </u>	asannowacconn.com	

E-Mail: E-Mail: Denise.casalino@aecom.com

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

Sub-Contractor(s)	Sub- Contractor FEIN	<u>Address</u>	General Type of Work	Anticipated Amount to be Paid (to extent known)
American Surveying & Engineering, P.C.		Coventine Fidis 150 North Wacker Drive Suite 2650 Chicago, IL 60606	Surveying and SUE	2.00%
CCS International, Inc.		Bob Svoboda 1815 So. Meyers Road Suite 200 Oakbrook, IL 60181	Cost Estimating	1.00%
Collins Engineers, Inc.		Kathy Louder 123 N. Wacker Drive Suite 900 Chicago, IL 60606	Structural Elements	1.00%
EJM Engineering, Inc.		Joan Berry 411 South Wells Street Suite 1000 Chicago, IL 60607	Lighting Design	1.50%

minois Tollway Standard Business Terms and Conditions Page 10

Frega Associates, Ltd.	John Frega 411 S. Wells Street Suite 500 Chicago, IL 60607	Architecture	0.50%
HDR Engineering, Inc.	Thomas Hein 3550 West Bryn Mawr Ave. Suite 900 Chicago, IL 60631	Land Acquisition and Appraisal Services	0.00%
Metro Strategies, Inc.	Karyn Romano 526 Crescent Blvd. Suite 314 Glen Ellyn, IL 60137	Stakeholder Coordination/ Public Outreach	2.00%
Middleton Construction Consulting of Illinois, LLC	Josh Houston 55 East Monroe Street Suite 2850 Chicago, IL 60603	Project Controls	0.50%
PMCS, LLC	Kerry Nutter 46 S. Waiola Avenue, La Grange, IL 60525	Project Controls	5.00%
Quantum Spatial, Inc.	Jeffrey Stroub 4020 Technology Parkway Sheboygan, WI 53082	Aerial Mapping/ LiDAR	0.00%
Scigon Solutions, Inc.	John Scifers 420 Lake Cook Rd Suite 104 Deerfield, IL 60015	Fiber Optics	1.00%
SE3, LLC	Vernal Stewart 230 SW Main Street Suite 213 Lee's Summit, MO 64063	Mentor Protégé	17.50%
Urban GIS, Inc.	Keith Searles 1143 W. Rundell Place Suite 301 Chicago, IL 60607	GIS Mapping	0.50%
Wang Engineering, Inc.	Corina Farez 1145 North Main Street Lombard, IL 60148	Geotechnical	0.50%

Signature:		Date:	March 23, 2017
Printed Name:	Denise M. Casalino		

STATE OF ILLINOIS TAXPAYER IDENTIFICATION NUMBER

I certify that:

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

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

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

Business Name: AECOM Technical Services, Inc.

- 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:

Taxpayer Identification Number:	
Social Security Number:	
or	
Employer Identification Number:	
Legal Status (check one):	
☐ Individual	Governmental
Sole Proprietor	Nonresident alien
Partnership	☐ Estate or trust
Legal Services Corporation	Pharmacy (Non-Corp.)
☐ Tax-exempt	Pharmacy/Funeral Home/Cemetery (Corp.)
Corporation providing or billing	Limited Liability Company
medical and/or health care services	(select applicable tax classification)
Corporation NOT providing or billing	C = corporation
medical and/or health care services	P = partnership
Signature of Authorized Representative:	
Date: March 28, 2017	



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

AECOM TECHNICAL SERVICES, INC., INCORPORATED IN CALIFORNIA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MAY 05, 1993, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



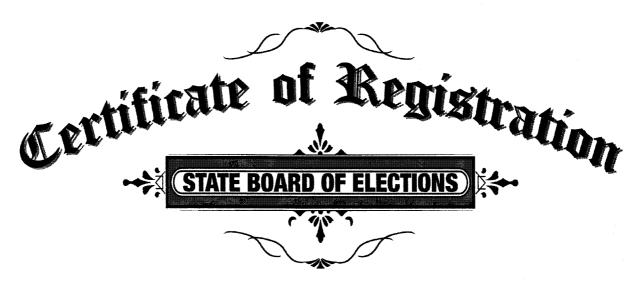
In Testimony Whereof, I hereto set

my hand and cause to be affixed the Great Seal of the State of Illinois, this 6TH day of MARCH A.D. 2017.

Authentication #: 1706502468 verifiable until 03/06/2018
Authenticate at: http://www.cyberdriveillinois.com

Desse White

SECRETARY OF STATE



Registration No. 15892

AECOM Technical Services, Inc.

300 S. Grand Ave. 9th Floor Los Angeles CA 90071

Information for this business last updated on: Friday, March 17, 2017

Certificate produced on Friday, March 17, 2017 at 8:02 PM







Return to Main Form

Vendor Registration	
FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	4/19/2016
STATUS	Accepted
BUSINESS NAME	AECOM Technical Services, Inc
POINT OF CONTACT	Wojciech Kowalczyk
FLAG FORM	Add Flag

A. Business Information		
1. YOUR BUSINESS IS REGISTERING AS A	Prime contractor and subcontractor	
2. NAME OF CEO/BUSINESS OWNER	AECOM	J.
3. ANNUAL SALES/GROSS RECEIPTS	18,000,000,000	۳
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	09/29/1970	۳
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	120
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Wojciech (Voytek) Kowalczyk	۳
CONTACT PERSON TITLE	Contracts Manager	
CONTACT PERSON PHONE	312.373.6637	
CONTACT PERSON EMAIL	wojciech.kowalczyk@aecom.com	***************************************

B. Additional Information		
HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Other Government Agency IL Tollway	, ,



General Public Profile Users Commodity Codes Contacts & Owners Comments Reviews Certifications Site Visits Registrations

AECOM Technical Services, Inc System Vendor Number: 20186644

Return to Main Form

Vendor Registration	
FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	4/19/2016
STATUS	Accepted
BUSINESS NAME	AECOM Technical Services, Inc
POINT OF CONTACT	Wojciech Kowalczyk
FLAG FORM	Add Flag

C. Small Business Set-Aside Program	
1. WOULD YOU LIKE TO APPLY FOR No THE SMALL BUSINESS SET-ASIDE	
PROGRAM?	

Additional Information	
STAFF ATTACHED FILE(S)	Attach File
	Refresh List after attaching file(s).

Customer Support

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	/ Technical S												Number: 20186644
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Return to Main Form

Vendor Registration	
FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E, in order to submit this form.
DATE SUBMITTED	4/19/2016
STATUS	Accepted
BUSINESS NAME	AECOM Technical Services, Inc
POINT OF CONTACT	Wojciech Kowalczyk
FLAG FORM	Add Flag

D. Department of Human Rig	ints (DHR)	
1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DÜRING THE PAST YEAR	45000	130
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employee at any time within the past year. 9187700	

E. Authorized to do Business	in Illinois	
IS YOUR BUSINESS REGISTERED AND AUTHORIZED TO DO BUSINESS IN ILLINOIS?	Yes, registered and in good standing with the Illinois Secretary of State	120

Additional Information	
STAFF ATTACHED FILE(S)	Attach File
	Refresh List after attaching file(s).



General Public Profile Users	Commodity Codes Contacts & Owners Comments Reviews	Certifications Site Visits Registrations
Service University (1997)		The state of the s
AECOM Technical Services	Inc	System Vendor Number: 20186644

Return to Main Form

F - G. Certifications & Board of Elections
Complete section F - G, in order to submit the form.
4/19/2016
Accepted
AECOM Technical Services, Inc
<u>Wojciech Kowalczyk</u>
Add Flag

F. Certifications

1. 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.

Yes

2. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCS, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES HE/SHE IS NOT IN DEFAULT ON AN EDUCATIONAL LOAN. 5 ILCS 385/3

T

N/A

3. VENDOR CERTIFIES THAT IT HAS REVIEWED AND WILL COMPLY WITH THE DEPARTMENT OF EMPLOYMENT SECURITY LAW (20 ILCS 1005/1005-47) AS APPLICABLE

P

W

Yes

4. IF YOU ARE AWARDED A CONTRACT FOR WHICH THERE WAS A CURRENT VENDOR PROVIDING THE SERVICES COVERED BY THAT CONTRACT AND THE EMPLOYEES OF THAT VENDOR WHO PROVIDED THOSE SERVICES WERE 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 THAT CONTRACT SUBJECT TO ITS BID OR OFFER; AND (II) THAT IT SHALL OFFER EMPLOYMENT TO ALL EMPLOYEES THAT ARE THEN CURRENTLY EMPLOYED IN ANY EXISTING BARGAINING UNIT WHO PERFORMS SUBSTANTIALLY SIMILAR WORK TO THE WORK THAT WILL BE PERFORMED PURSUANT TO THAT CONTRACT. THIS DOES NOT APPLY TO HEATING, AIR CONDITIONING, PLUMBING AND ELECTRICAL SERVICE CONTRACTS. 30 ILCS 500/25-80

Yes

5. 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

Yes

6. IF VENDOR HAS BEEN CONVICTED OF A FELONY, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE 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. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10	
Yes	
7. 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. 30 ILCS 500/50-10.5	ř
Yes	
8. VENDOR CERTIFIES THAT IT AND ITS AFFILIATES ARE NOT DELINQUENT IN THE PAYMENT OF ANY DEBT TO THE UNIVERSITY OR THE STATE (OR IF DELINQUENT, HAVE ENTERED INTO A DEFERRED PAYMENT PLAN TO PAY THE DEBT). 30 ILCS 500/50-11, 50-60	P
Yes	
9. 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. 30 ILCS 500/50-12	12
Yes	
10. 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	۳
Yes	
11. 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	P
Yes	
12. VENDOR CERTIFIES IT HAS READ, UNDERSTANDS AND IS NOT KNOWINGLY IN VIOLATION OF THE "REVOLVING DOOR" PROVISION OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/50-30	۳
Yes	
13. VENDOR CERTIFIES THAT IF IT HIRES 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 WILL BE BILLED TO THE STATE. 30 ILCS 500/50-38 Yes	100
	Yma
14. VENDOR CERTIFIES THAT IT WILL NOT RETAIN 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	
Yes	
15. 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	P
Yes	
16. 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	F
Yes	~~~~~
17. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT FOR PUBLIC WORKS, STEEL PRODUCTS USED OR SUPPLIED IN THE PERFORMANCE OF THAT CONTRACT SHALL BE MANUFACTURED OR PRODUCED IN THE UNITED STATES, UNLESS THE EXECUTIVE HEAD OF THE PROCURING AGENCY/UNIVERSITY GRANTS AN EXCEPTION IN WRITING. 30 ILCS 565	

Yes	
18. IF VENDOR IS AWARDED A CONTRACT WORTH MORE THAN \$5,000 AND EMPLOYS 25 OR MORE EMPLOYEES, VENDOR CERTIFIES IT WILL PROVIDE A DRUG FREE WORKPLACE PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580	ľ
Yes	·····
19. IF VENDOR IS AN INDIVIDUAL AND IS AWARDED A CONTRACT WORTH MORE THAN \$5,000, 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 PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580	T
N/A	
20. 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	
Yes	
21. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN OR WILL BE PRODUCED IN WHOLE OR IN PART BY FORCED LABOR OR INDENTURED LABOR UNDER PENAL SANCTION. 30 ILCS 583	P
Yes	
22. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN PRODUCED IN WHOLE OR IN PART BY THE LABOR OR ANY CHILD UNDER THE AGE OF 12. 30 ILCS 584	1
Yes	
23. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT INCLUDING INFORMATION TECHNOLOGY, ELECTRONIC INFORMATION, SOFTWARE, SYSTEMS AND EQUIPMENT, DEVELOPED OR PROVIDED UNDER ANY CONTRACT, IT WILL COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE ILLINOIS INFORMATION TECHNOLOGY ACCESSIBILITY ACT STANDARDS. 30 ILCS 587	70
Yes	
24. VENDOR CERTIFIES THAT IF IT OWNS RESIDENTIAL BUILDINGS, THAT ANY VIOLATION OF THE LEAD POISONING PREVENTION ACT HAS BEEN MITIGATED. 410 ILCS 45	r
Yes	
25. 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, E-11	۳
Yes	
26. 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	10
Yes	***************************************
27. 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	N
Yes	
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 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 WHOSE PROCUREMENT AUTHORITY AT ANY TIME DURING THE ONE-YEAR PERIOD PRECEDING THE PROCUREMENT LOBBYING ACTIVITY.	Ī
Yes	
29. VENDOR CERTIFIES THAT IT HAS READ, UNDERSTANDS AND IS IN COMPLIANCE WITH THE REGISTRATION REQUIREMENTS OF THE ILLINOIS 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 EXHIBIT)

CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

30. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCS, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES THAT HE/SHE HAS NOT RECEIVED AN EARLY RETIREMENT INCENTIVE PRIOR TO 1993 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE OR 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

N/A

G. Board of Elections (BOE)

1. IS YOUR BUSINESS REGISTERED WITH THE BOARD OF ELECTIONS (BOE)?

P

Yes, I certify my business is registered with BOE.

15892

Additional Information

STAFF ATTACHED FILE(S)



Refresh List after attaching file(s).

Customer Support

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General Public Profile Users Commodity Codes Contacts & Owners Com	ments Reviews Certifications Site Visits Registrations
AECOM Technical Services, Inc	System Vendor Number, 20186644

Return to Main Form

Vendor Registration	
FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	4/19/2016
STATUS	Accepted
BUSINESS NAME	AECOM Technical Services, Inc
POINT OF CONTACT	Wojciech Kowalczyk
FLAG FORM	Add Flag

H. Iran Disclosure

1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED?

TW

No business operations to disclose.

Additional Information

STAFF ATTACHED FILE(S)

Attach File

Refresh List after attaching file(s).

Customer Support

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STATE OF ILLINOIS FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22038318

Procurement/Contract #: RR-16-4265

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has a valid IPG Registration Number.

If a vendor does not have a valid IPG registration number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

Please read this entire section and provide the requested information as applicable. All parts in Forms B must be completed in full and submitted along with the vendor's response.

1. Certification of Illinois Procurement Gateway Registration

My business has a valid Illinois Procurement Gateway (IPG) registration. The State of Illinois Chief Procurement Office approved the registration and provided the IPG registration number and expiration date disclosed in this Forms B.

To ensure that you have a valid registration in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you do not have a valid IPG registration.

IPG Registration #: 20186644

IPG Expiration Date: April 29, 2017

2. Certification Timely to this Solicitation or Contract

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 Public Act No. 97-0895 (August 3, 2012).

Yes
No

3. Replacement Certification to IPG Certification #6 (supersedes response in IPG)

If Vendor has been convicted of a felony, Vendor certifies at least five years have passed since 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. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10. \boxtimes Yes \square No

4. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) 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 an agent 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.

Yes No

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. Additional rows may be inserted into the table or an attachment may be provided if needed.

STATE OF ILLINOIS FORMS B CERTIFICATIONS AND DISCLOSURES

Name	Address	Relationship to Disclosing Entity
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:

5. Disclosure of Current and Pending Contracts

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over \$50,000. Do not complete if you are a not-for-profit entity.

Yes No. Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

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

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

6. Signature

As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of periury.

This disclosure information is submitted on behalf of:

Vendor Name: AECOM Technical Services, Inc.

Street Address: 303 East Wacker Drive, Suite 1400

City, State, Zip: Chicago, IL 60601

Printed Name: Denise M. Casalino

Title: Senior Vice President

Signature:

Phone: 312.373.7700

Email: denise.casalino@aecom.com

Vendor Contact: Denise M. Casalino

Date: March 17, 2017

DISCLOSURE OF CURRENT AND PENDING CONTRACTS

Agency/University	Project Title	Role	Status :	Value	Contract Reference / P.O. / Illinois Procurement
Illinois Department of Transportation	FAI-55 (Stevenson Expy) from I-94 (Dan Ryan Expy) to US 41 (Lake Shore Drive, Phase II Bridge Replacement	Prime	Active	\$ 9,624,000	PTB 157-003
Illinois Department of Transportation	IL 47 from US 14 to Reed Road, Phase I	Prime	Active	\$ 3,200,000	PTB 142-033
Illinois Department of Transportation	Construction Inspection for IL 171 (Archer Ave.), 47th Street to 55th street, Bridge Complex I-55	Prime	Active	\$ 3,961,000	PTB 173-008
Illinois Department of Transportation	FAP 330 (US Route 45) – 159 th Street to 179 th Street	Prime	Active	\$ 2,751,000	PTB 164-006
Ilinois Department of Transportation	South Suburban Airport – Environmental Services	Prime	Active	\$ 3,436,000	PTB 990-149
Illinois Department of Transportation	Phase I Environmental Program Management for Various Projects	Prime	Active	\$ 1,200,000	РТВ 162-013
Illinois Department of Transportation	Phase I Various Geometrics Program Management Work for Various Projects, Region 1, District 1	Prime	Active	\$ 2,400,000	PTB 176-007
Illinois Department of Transportation	I-90/94 and I-290/Congress Parkway, Phase I/II Project	Teaming Agreement	Active	\$ 42,613,000	PTB 163-001
Illinois Department of Transportation	Phase I Various Geometrics Program Management Services	Prime	Active	\$ 2,400,000	PTB 165-005
Illinois Department of Transportation	Phase I,II & III – 110 mph Track Survey/Design for Chicago to St. Louis High Speed Rail	Prime	Active	\$ 42,207,000	PTB 890-172
Illinois Department of Transportation	FAP 315 (IL 336) from West of CH34 in Hanna City to I-474 in Peoria County, Phase II	Prime	Active	\$ 4,323,000	PTB 155-043
Illinois Department of Transportation	Illiana Expressway: I-55 (Will Co) to I-65 (Indiana), Phase III Project	Teaming Agreement	Not Negotiated		PTB 172-004
Illinois Department of Transportation	IL 47 from North of IL 120 to US 14, Phase II Project	Prime	Not Negotiated		PTB 169-008
Illinois Department of Transportation	FAP 344 (US 45), Rollins Road to Washington Street and at IL 132, Phase II Project	Prime	Under Negotiation		PTB 159-011
Illinois Department of Transportation	Phase I – CREATE Project P6	Sub to Patrick Eng	Active	\$ 358,000	PTB 160-029
Illinois Department of Transportation	Phase I/II Engineering for Structure Projects Statewide	Sub to WHKS	Active	\$ 200,000	PTB 181-016
Illinois Department of Transportation	Various Phase II Traffic Signal Design Projects	Sub to Ghandi	Active	\$ 240,000	PTB 170-001
XIIInois Department of Transportation	Statewide Intelligent Transportation System (ITS) Architecture and Strategic Plan Update	Sub to TransSmart	Active	\$ 242,000	PTB 169-043
Ullinois Department of Transportation	South Suburban Airport	Sub to Hanson	Active	\$ 580,000	PTB 012-017
Illinois Department of Transportation	Statewide Congestion Analysis	Sub to DAMA	Pending	\$ 260,000	PTB 168-029

DISCLOSURE OF CURRENT AND PENDING CONTRACTS

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Illinois State Toll Highway Authority	General Consulting Engineer – Technical Services	Prime	Active	5 /4,5//,950.10	\$ 74,577,950.10 PSB 10-17 RR-10-9973
Illinois State Toll Highway Authority	General Consulting Engineer – Trust Indenture Services 2017	Prime	Active	\$ 11,054,021.23	\$ 11,054,021.23 PSB 10-1 /RR-10-9973
Illinois State Toll Highway Authority	Tri-State (I-294) Design Corridor Manager	Prime	Pending	Pending \$ 32,993,5000 RR-16-4265	RR-16-4265
University of Illinois	State Farm Center Assembly Hall	Prime	Active	\$ 9,005,655	Insight #60306066

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

TO:

Victoria Santiago

DATE: March 24, 2017

Sr. State Purchasing Officer

FROM:

Paul D. Kovacs, P.E.

Chief Engineering Officer

SUBJECT: Contract No. RR-16-4265

AECOM Technical Services, Inc.

Affirmative Response on Forms B IPG - Question 24

In the IPG disclosures submitted for AECOM Technical Services, Inc. the following question was answered Yes: Have there been any adverse civil judgments and/or administrative findings with the previous ten years? An explanation was included in AECOM's disclosures.

By copy of this memo, Engineering confirms our review of the information disclosed and that the Tollway has no issue with this information and recommends proceeding with the contract.

PDK:sb



General	Public Profile	Users	Commodity Code	s Contacts & Owne	ers Comments	Reviews	Certifications	Site Visits	Registrations	
AECON	Technical S	Services,	Inc					Sys	tem Vendor N	lumber: 20186644

1 flag has been added to this record. See below for details.

	Show only flagged items.
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Vendor Registration	
TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	4/19/2016
STATUS	Accepted
REVIEWER	Illinois Support User
DATE REVIEWED	4/29/2016
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	4/29/2017
FLAG FORM	Add Flag

Settings	
SMALL BUSINESS SET-ASIDE PROGRAM (SBSP) REGISTERED	No
REGISTERING AS A	Prime & Subcontractor



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Return to Main Form

1 flag has been added to this record. See below for details.

Show only flagged items.

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	4/19/2016
STATUS	Accepted
BUSINESS NAME	AECOM Technical Services, Inc
POINT OF CONTACT	<u>Wojciech Kowalczyk</u>
FLAG FORM	Add Flag

I. Financial Disclosures & Conflicts of Interest								
A. IDENTIFY THE APPLICABLE ENTITY TYPE.								
Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 100 or fewer shareholders, or othe entity type not clearly identified in another option)								
B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS?		'n						
Yes								
Document	Status							
Parent Form <u>AECOM - IPG Parent FinDiscl COI MRK signed(1).pdf</u> (PDF) <u>AECOM 10K 20141117(3).pdf</u> (PDF) <u>ETC - IPG ParentFinancDiscl COI.pdf</u> (PDF)	Attached by Wojciech Kowalczy on 4/19/2016	/k						
C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service C	orporation)	۳						
1. IS THERE ANY INDIVIDUAL OR ENTITY WHO MEETS ANY OF THE FOLLOWING THRESHOLDS: (A BUSINESS, (B) HOLDS OWNERSHIP SHARE OF THE BUSINESS VALUED IN EXCESS OF \$106,447.20 (55% OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.20 (6) INCOME?	, (C) IS ENTITLED TO MORE THAN	۳						
Yes, the information is not publicly available (If any <u>individuals</u> are listed, answer Ye	s or No to questions 5-8 and 11-20.	.)						
Document 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Status							
List of individuals or entities meeting one or more of the listed thresholds. <u>ATS - IPG_PercentOfOwner_DistribIncome_table.docx</u> (DOCX)	Attached by Wojciech Kowalczy on 4/19/2016	yk						

2. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT HOLD AN OWNERSHIP INTEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN \$106,447.20 HAVE BEEN DISCLOSED IN QUESTION 1.	
Yes	
3. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: 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 BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.	۳
Yes	
4. DISCLOSURE OF BOARD OF DIRECTORS FOR NOT-FOR-PROFIT ENTITIES.	۳
Not applicable - For-Profit Entity	
5. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM A PERSON WHO HOLDS AN ELECTIVE OFFICE IN THE STATE OF ILLINOIS OR HOLDS A SEAT IN THE GENERAL ASSEMBLY, OR ARE THEY THE SPOUSE OR MINOR CHILD OF SUCH PERSON?	j w
Not applicable - No individuals disclosed in question 1	***************************************
6. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM 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, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?	P
Not applicable - No individuals disclosed in question 1	
7. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM AN OFFICER OR EMPLOYEE OF THE CAPITAL DEVELOPMENT BOARD OR THE ILLINOIS TOLL HIGHWAY AUTHORITY, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?	۲
Not applicable - No individuals disclosed in question 1	
8. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM 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, OR ARE THEY THE SPOUSE OR AN IMMEDIATE FAMILY MEMBER WHO CURRENTLY RESIDES OR RESIDED WITH SUCH PERSON WITHIN THE LAST 12 MONTHS?	r
Not applicable - No individuals disclosed in question 1	
9. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: DO ANY OF THE INDIVIDUALS IDENTIFIED, THEIR SPOUSE, OR MINOR CHILD RECEIVE FROM THE ENTITY MORE THAN 7.5% OF THE ENTITY'S TOTAL DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF THE SALARY OF THE GOVERNOR (\$177,412.00)?	۲
Not applicable - I answered No in Questions 5-8	
10. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: IS THERE A COMBINED INTEREST OF ANY INDIVIDUAL IDENTIFIED ALONG WITH THEIR SPOUSE OR MINOR CHILD OF MORE THAN 15% IN THE AGGREGATE OF THE ENTITY'S DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF TWO TIMES THE SALARY OF THE GOVERNOR (\$354,824.00)?	
Not applicable - I answered No in Questions 5-8	
11. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE, OR IN THE PREVIOUS 3 YEARS HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT OF SERVICES? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.	
Not applicable - No individuals disclosed in question 1	
12. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, HAVE THEIR SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER, HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT FOR SERVICES, IN THE PREVIOUS 2 YEARS? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.	ľ
Not applicable - No individuals disclosed in question 1	***************************************

13. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HOLD OR HAVE 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?	
Not applicable - No individuals disclosed in question 1	treconnectic con
14. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING ELECTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?	1
Not applicable - No individuals disclosed in question 1	
15. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HOLD OR HAVE 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?	
Not applicable - No individuals disclosed in question 1	
16. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING APPOINTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?	1
Not applicable - No individuals disclosed in question 1	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
17. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD EMPLOYMENT AS OR BY ANY REGISTERED LOBBYIST OF THE STATE GOVERNMENT?	ľ
Not applicable - No individuals disclosed in question 1	***************************************
18. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM 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?	P
Not applicable - No individuals disclosed in question 1	
19. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM 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?	P
Not applicable - No individuals disclosed in question 1	
20. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM 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?	P
Not applicable - No individuals disclosed in question 1	
21. HAS THERE BEEN ANY DEBARMENT FROM CONTRACTING WITH ANY GOVERNMENTAL ENTITY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.	
No	,
22. HAS THERE BEEN ANY PROFESSIONAL LICENSURE DISCIPLINE WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.) 1 1 1 1 1 1 1 1 1 1
No ·	
23. HAS THERE BEEN ANY BANKRUPTCY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.	P
No	

24. HAVE THERE BEEN ANY ADVERSE CIVIL JUDGMENTS AND/OR ADMINISTRATIVE FINDINGS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

Yes

AECOM Technical Services, Inc. is a large professional services company that executes thousands of projects annually. Where we had civil judgments, all of which were minor tax liens, all have been satisfied.

25. HAVE THERE BEEN ANY CRIMINAL FELONY CONVICTIONS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

P

No

Additional Information

STAFF ATTACHED FILE(S)



Refresh List after attaching file(s).

Customer Support

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ILLINOIS PROCUREMENT GATEWAY PERCENTAGE OF OWNERSHIP AND DISTRIBUTIVE INCOME FORM

Vendor Name: AECOM Technical Services, Inc.

DBA: N/A

INSTRUCTIONS:

H

- Ownership Share 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.
- Distributive Income 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.
- Additional rows may be inserted into the tables or an attachment in a substantially similar format may be provided if needed. က

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
The Earth Technology Corporation (USA)	303 E. Wacker Dr., Ste. 1400 Chicago, IL 60601	100%	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.	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.

ILLINOIS PROCUREMENT GATEWAY FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM FOR PARENT ENTITY

This Financial Disclosures and Conflicts of Interest Form must be accurately completed and submitted by the Parent Entity with 100% ownership of the Vendor applying for or holding registration within the Illinois Procurement Gateway. If Parent Entity is 100% owned by another entity ("Parent's Parent Entity"), then the Parent's Parent Entity must complete this disclosure form. This disclosure requirement continues for each successive parent until the level where the parent entity does not have 100% ownership. Parent entities with less than 100% ownership do not need to complete this form.

There are **seven** steps to this form and each must be completed as instructed. The Agency/University will consider this form when evaluating the vendor's bid, offer, or proposal or awarding the contract.

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

Vendor Name	AECOM Technical Services, Inc.
Doing Business As (DBA)	N/A
Disclosing Entity	The Earth Technology Corporation (USA)
Disclosing Entity's Parent Entity	AECOM
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) If you selected Other, please describe:

STEP 1 SUPPORTING DOCUMENTATION SUBMITTAL

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form. Option 1 – Publicly Traded Entities 1.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor. OR 1.B. Attach a copy of the Federal 10-K 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 200 Shareholders 2.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor. 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

State of Illinois Chief Procurement Office IL Procurement Gateway: Financial Disclosures and Conflicts of Interest Form for Parent Entity V.14.1

Skip to Step 3.

STEP 2 DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

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	d 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 substan	tially similar	to the	format
below.			

TABLE - X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
AECOM	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067	100%	

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

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

TABLE - Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
AECOM	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067	100%	

			
Please	e certify that the following statements are tru	ue.	
	I have disclosed all individuals or entities \$106,447.20.	that hold an ownership interest of greater than 5	% or greater than
	⊠ Yes ☐ No		
		that were entitled to receive distributive income in a e total distributive income of the disclosing entity.	an amount greater
	⊠ Yes □ No		
OPTI	ON 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 attachme	ent if necessary.
TAB	ELE – Z		1,1,1,1,2,0,0,1,1,1,1,1,1,1,1,1,1,1,1,1,
Nam	e	Address	
L	I		and the second s
	PROHIBITED	STEP 3 CONFLICTS OF INTEREST	
•	3 must be completed for each person disclose on 6 above. Please provide the name of the p	ed in Step 2, Option A and for sole proprietors identions on the serson for which responses are provided:	fied in Step 1,
1.	Do you hold or are you the spouse or minor Illinois or hold a seat in the General Assemb	r child who holds an elective office in the State of bly?	Yes No
2.		n appointed to or employed in any offices or compensation for such employment in excess of ernor?	Yes No
3.	Are you or are you the spouse or minor chi Development Board or the Illinois Toll High		Yes No

State of Illinois Chief Procurement Office IL Procurement Gateway: Financial Disclosures and Conflicts of Interest Form for Parent Entity V.14.1

4.	Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor?	Yes No
5.	If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?	Yes No
6.	If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor?	Yes No
	STEP 4 OTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELAT	
	4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors id n 6 above.	entified in Step 1
Please	e provide the name of the person for which responses are provided:	
1.	Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?	Yes No
2.	Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?	Yes No
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	Yes No
	entitles the holder to compensation in excess of expenses incurred in the discharge of that office?	
6.	•	Yes No

State of Illinois Chief Procurement Office IL Procurement Gateway: Financial Disclosures and Conflicts of Interest Form for Parent Entity V.14.1

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
	CTED 5	301 741

STEP 5 EXPLANATION OF AFFIRMATIVE RESPONSES

If you answered "Yes" in Step 3 or Step 4, 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.

STEP 6 POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS

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: The Earth Technology Corporation (USA)

USAJ		
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

State of Illinois Chief Procurement Office IL Procurement Gateway: Financial Disclosures and Conflicts of Interest Form for Parent Entity V.14.1

4.	Within the previous ten years, have you had any adverse civil judgments and administrative findings?	☐ Yes ⊠ No
5.	Within the previous ten years, have you had any criminal felony convictions?	☐ Yes ⊠ No

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

STEP 7 SIGN THE DISCLOSURE

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: The Earth Technology Corporation (USA)

Signature:_

Date: 04/21/2015

Printed Name: Michael R. Kolloway

Title: Secretary

Phone Number: 312-373-6603

Email Address: Michael.Kolloway@aecom.com

ILLINOIS PROCUREMENT GATEWAY FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM FOR PARENT ENTITY

This Financial Disclosures and Conflicts of Interest Form must be accurately completed and submitted by the Parent Entity with 100% ownership of the Vendor applying for or holding registration within the Illinois Procurement Gateway. If Parent Entity is 100% owned by another entity ("Parent's Parent Entity"), then the Parent's Parent Entity must complete this disclosure form. This disclosure requirement continues for each successive parent until the level where the parent entity does not have 100% ownership. Parent entities with less than 100% ownership do not need to complete this form.

There are **seven** steps to this form and each must be completed as instructed. The Agency/University will consider this form when evaluating the vendor's bid, offer, or proposal or awarding the contract.

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

Vendor Name	AECOM Technical Services, Inc.
Doing Business As (DBA)	N/A
Disclosing Entity	AECOM
Disclosing Entity's Parent Entity	
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)

STEP 1 SUPPORTING DOCUMENTATION SUBMITTAL

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

Option 1 – Publicly Traded Entities
1.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
OR
1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.
*AECOM is publically traded ("ACM"). The ACM Form 10K is available online at www.aecom.com or http://www.sec.gov.
Option 2 – Privately Held Entities with more than 200 Shareholders
2.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
OR
2.B. Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.
Option 3 – All other Privately Held Entities, not including Sole Proprietorships
3.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
Option 4 – Foreign Entities
4.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership of 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.

State of Illinois Chief Procurement Office IL Procurement Gateway: Financial Disclosures and Conflicts of Interest Form for Parent Entity V.14.1

-	Proprietorships			
DISCLOSU	S' JRE OF FINANCIAL IN	TEP 2 TEREST OR BOARD (OF DIRECTORS	
	(for all entities other than not ables or an attachment may be		not-for-profits). Additional rows	
OPTION A – Ownership	Share and Distributive Incon	ne		
Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20. Check here if including an attachment with requested information in a format substantially similar to the format below.				
TABLE – X	· · · · · · · · · · · · · · · · · · ·			
Name	Address	Percentage of Ownership	\$ Value of Ownership	
		,		
		1		
Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20. Check here if including an attachment with requested information in a format substantially similar to the format below.				
TABLE – Y				
Name	Address	% of Distributive Income	\$ Value of Distributive Income	
			and the second s	

State of Illinois Chief Procurement Office IL Procurement Gateway: Financial Disclosures and Conflicts of Interest Form for Parent Entity V.14.1

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			
		that were entitled to receive distributive income in a ne total distributive income of the disclosing entity.	an amount greater	
	☐ Yes ☐ No			
OPTIO	ON 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 attachme	nt if necessary.	
TAB	LE – Z			
Nam	e	Address		
	·			
	PROHIBITEI	STEP 3 D CONFLICTS OF INTEREST		
	3 must be completed for each person disclos n 6 above. Please provide the name of the p	sed in Step 2, Option A and for sole proprietors identi person for which responses are provided:	fied in Step 1,	
1.	Do you hold or are you the spouse or mino Illinois or hold a seat in the General Assem	or child who holds an elective office in the State of bly?	Yes No	
2.		n appointed to or employed in any offices or compensation for such employment in excess of vernor?	Yes No	
3.	Are you or are you the spouse or minor ch Development Board or the Illinois Toll High		Yes No	

4.	Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor?	☐ Yes ☐ No
5.	If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?	Yes No
6.	If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor?	Yes No
P(STEP 4 OTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELAT	TIONSHIPS
•	4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors id ${\sf n}$ 6 above.	entified in Step 1
Please	e provide the name of the person for which responses are provided:	
1.	Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?	Yes No
2.	Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?	Yes No
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	Yes No
	entitles the holder to compensation in excess of expenses incurred in the discharge of that office?	
6.	•	Yes No

State of Illinois Chief Procurement Office IL Procurement Gateway: Financial Disclosures and Conflicts of Interest Form for Parent Entity V.14.1

	FOR PARENT ENTITY	
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 5	
	EXPLANATION OF AFFIRMATIVE RESPONSES	二八年 談
	answered "Yes" in Step 3 or Step 4, please provide on an additional page a detailed explanation timited to the name, salary, State agency or university, and position title of each individual.	that includes, but

STEP 6 POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS

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: AECOM

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

State of Illinois Chief Procurement Office IL Procurement Gateway: Financial Disclosures and Conflicts of Interest Form for Parent Entity V.14.1

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
-	answered "Yes", please provide a detailed explanation that includes, but is not limited to the nan	ne, State agency

STEP 7 SIGN THE DISCLOSURE

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: AECOM

Signature:

Date: 04/21/2015

Printed Name: Michael R. Kolloway

Title: Senior Vice President, Assistant General Counsel

Phone Number: 312-373-6603

Email Address: Michael.Kolloway@aecom.com

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 10-K

(Mark one) ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES X **EXCHANGE ACT OF 1934** FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016 TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES **EXCHANGE ACT OF 1934** For the transition period from to Commission file number 0-52423 **AECOM** (Exact name of Registrant as specified in its charter) 61-1088522 **Delaware** (I.R.S. Employer (State or other jurisdiction of Identification No.) incorporation or organization) 1999 Avenue of the Stars, Suite 2600 Los Angeles, California 90067 (Address of principal executive offices, including zip code) (213) 593-8000 (Registrant's telephone number, including area code) Securities registered pursuant to Section 12(b) of the Act: **Title of Each Class** Name of Exchange on Which Registered Common Stock, par value \$0.01 per share New York Stock Exchange Securities registered pursuant to Section 12(g) of the Act: None Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

☐ Yes ☐ No Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. ☐ Yes ⊠ No Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. 🖂 Yes 🗆 No Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). 🖂 Yes 🔲 No Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one): Large accelerated filer ⊠ Accelerated filer Non-accelerated filer Smaller reporting company (Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). ☐ Yes 🖂 No

The aggregate market value of registrant's common stock held by non-affiliates on April 1, 2016 (the last business day of the registrant's most recently completed second fiscal quarter), based upon the closing price of a share of the registrant's common stock on such date as reported on the New York Stock Exchange was approximately \$3.8 billion.

Number of shares of the registrant's common stock outstanding as of November 2, 2016: 153,947,620

DOCUMENTS INCORPORATED BY REFERENCE

Part III incorporates information by reference from the registrant's definitive proxy statement for the 2017 Annual Meeting of Stockholders, to be filed within 120 days of the registrant's fiscal 2016 year end.

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PART I

ITEM 1. BUSINESS

In this report, we use the terms "the Company," "we," "us" and "our" to refer to AECOM and its consolidated subsidiaries. Unless otherwise noted, references to years are for fiscal years. Our fiscal year consists of 52 or 53 weeks, ending on the Friday closest to September 30. For clarity of presentation, we present all periods as if the year ended on September 30. We refer to the fiscal year ended September 30, 2015 as "fiscal 2015" and the fiscal year ended September 30, 2016 as "fiscal 2016."

Overview

We are a leading fully integrated firm positioned to design, build, finance and operate infrastructure assets for governments, businesses and organizations in more than 150 countries. We provide planning, consulting, architectural and engineering design services to commercial and government clients worldwide in major end markets such as transportation, facilities, environmental, energy, water and government markets. We also provide construction services, including building construction and energy, infrastructure and industrial construction. In addition, we provide program and facilities management and maintenance, training, logistics, consulting, technical assistance, and systems integration and information technology services, primarily for agencies of the U.S. government and also for national governments around the world. According to *Engineering News-Record*'s (ENR's) 2016 Design Survey, we are the largest general architectural and engineering design firm in the world, ranked by 2015 design revenue. In addition, we are ranked by ENR as the leading firm in a number of design end markets, including transportation and general building.

We were formed in 1980 as Ashland Technology Company, a Delaware corporation and a wholly-owned subsidiary of Ashland, Inc., an oil and gas refining and distribution company. Since becoming independent of Ashland Inc., we have grown by a combination of organic growth and strategic mergers and acquisitions from approximately 3,300 employees and \$387 million in revenue in fiscal 1991, the first full fiscal year of independent operations, to approximately 87,000 employees at September 30, 2016 and \$17.4 billion in revenue for fiscal 2016. We completed the initial public offering of our common stock in May 2007 and these shares are traded on the New York Stock Exchange.

As mentioned above, we have grown in part by strategic mergers and acquisitions. These acquisitions have included URS Corporation, a leading provider of engineering, construction, and technical services for public agencies and private sector companies around the world, in October 2014. URS provides services for federal, oil and gas, infrastructure, power, and industrial projects and programs. Other acquisitions included Hunt Construction Group, a leading commercial construction firm, in July 2014.

We also have formed AECOM Capital, an investment fund to invest in public-private partnership (P3) and private-sector real estate projects for which we can provide a fully integrated solution that includes equity capital, design, engineering, construction services and operations and maintenance. In addition, we leverage our practical knowledge of P3s and other forms of alternative delivery to enable clients to fund their projects without direct investment by AECOM.

Our business strategy focuses on leveraging our competitive strengths, leadership positions in our core markets, and client relationships across all major geographies. We have created an integrated delivery platform with superior capabilities to design, build, finance and operate infrastructure assets around the world. By integrating and providing a broad range of services, we deliver maximum value to our clients at competitive costs. Also, by coordinating and consolidating our knowledge base, we believe we have the ability to export our leading edge technical skills to any region in the world in which our clients may need them.

Our Business Segments

In fiscal 2014, we operated our business under two primary business segments: Professional Technical Services and Management Support Services which included the following services:

- Professional Technical Services. Planning, consulting, architectural and engineering design, and program and construction management services to commercial and government clients worldwide in major end markets such as transportation, facilities, environmental, energy, water and government.
- Management Support Services. Program and facilities management and maintenance, training, logistics, consulting, technical assistance and systems integration services, primarily for agencies of the U.S. government.

After the acquisition of URS Corporation in our first quarter of fiscal 2015, we realigned our business into three primary business segments to reflect the operations of the combined company, which included expanded ability to deliver fully integrated project execution. The realigned business segments are organized by the types of services provided, the differing specialized needs of the respective clients, and how we manage our business. We have aggregated various operating segments into reportable business segments based on their similar characteristics, including similar long-term financial performance, the nature of services provided, internal processes for delivering those services, and types of customers. The three realigned business segments are: Design and Consulting Services (DCS), Construction Services (CS), and Management Services (MS), which include the following services:

- Design and Consulting Services (DCS): Planning, consulting, architectural and engineering design services to commercial and government clients worldwide in major end markets such as transportation, facilities, environmental, energy, water and government.
- Construction Services (CS): Construction services, including building construction and energy, infrastructure and industrial construction, primarily in the Americas.
- Management Services (MS): Program and facilities management and maintenance, training, logistics, consulting, technical assistance, and systems integration and information technology services, primarily for agencies of the U.S. government and other national governments around the world.

Our Design and Consulting Services Segment

Our DCS segment comprises a broad array of services, generally provided on a fee-for-service basis. These services include planning, consulting, architectural and engineering design, program management and construction management for industrial, commercial, institutional and government clients worldwide. For each of these services, our technical expertise includes civil, structural, process, mechanical, geotechnical systems and electrical engineering, architectural, landscape and interior design, urban and regional planning, project economics, cost consulting and environmental, health and safety work.

With our technical and management expertise, we are able to provide our clients a broad spectrum of services. For example, within our environmental management service offerings, we provide remediation, regulatory compliance planning and management, environmental modeling, environmental impact assessment and environmental permitting for major capital/infrastructure projects.

Our services may be sequenced over multiple phases. For example, in the area of program management and construction management services, our work for a client may begin with a small consulting or planning contract, and may later develop into an overall management role for the project or a series of projects, which we refer to as a program. Program and construction management contracts typically employ a staff of 10 to more than 100 and, in many cases, operate as an outsourcing arrangement with our staff located at the project site.

We provide the services in our DCS segment both directly and through joint ventures or similar partner arrangements to the following end markets or business sectors:

Transportation.

- Transit and Rail. Light rail, heavy rail (including high-speed, commuter and freight) and multimodal transit projects.
- Marine, Ports and Harbors. Wharf facilities and container port facilities for private and public port operators.
- Highways, Bridges and Tunnels. Interstate, primary and secondary urban and rural highway systems and bridge projects.
- Aviation. Landside terminal and airside facilities, runways and taxiways.

Facilities.

- Government. Emergency response services for the U.S. Department of Homeland Security, including the Federal Emergency Management Agency and engineering and program management services for agencies of the Department of Defense and Department of Energy.
- *Industrial*. Industrial facilities for a variety of niche end markets such as manufacturing, distribution, aviation, aerospace, communications, media, pharmaceuticals, renewable energy, chemical, and food and beverage facilities.
- Urban Master Planning/Design. Strategic planning and master planning services for new cities and major mixed use developments in India, China, Southeast Asia, the Middle East, North Africa, the United Kingdom and the United States.
- Commercial and Leisure Facilities. Corporate headquarters, high-rise office towers, historic buildings, hotels, leisure, sports and entertainment facilities and corporate campuses.
- Educational. College and university campuses.
- Health Care. Private and public health facilities.
- Correctional. Detention and correction facilities throughout the world.

Environmental.

- Water and Wastewater. Treatment facilities as well as supply, distribution and collection systems, stormwater management, desalinization, and other water re-use technologies for metropolitan governments.
- Environmental Management. Remediation, waste handling, testing and monitoring of environmental conditions and environmental construction management for private sector clients.
- Water Resources. Regional-scale floodplain mapping and analysis for public agencies, along with the analysis and development of protected groundwater resources for companies in the bottled water industry.

Energy/Power.

- Demand Side Management. Public K-12 schools and universities, health care facilities, and courthouses and other public buildings, as well as energy conservation systems for utilities.
- Transmission and Distribution. Power stations and electric transmissions and distribution and co-generation systems.

- Alternative/Renewable Energy. Production facilities such as ethanol plants, wind farms and micro hydropower and geothermal subsections of regional power grids.
- Hydropower/Dams. Hydroelectric power stations, dams, spillways, and flood control systems.
- Solar Photovoltaic projects and environmental permitting services.

Our Construction Services Segment

Through our CS segment, we provide construction, program and construction management services, including building construction and energy, infrastructure and industrial construction, primarily in the Americas.

We provide the services in our CS segment both directly and through joint ventures or similar partner arrangements, to the following end markets and business sectors:

Building. We provide construction, program and construction management services for large scale building and facility construction projects around the world including:

- · Sports arenas;
- Modern office towers;
- · Hotel and gaming facilities;
- · Meeting and exhibition spaces;
- · Performance venues;
- · Education facilities:
- · Mass transit terminals; and
- · Data centers.

Energy. We plan, design, engineer, construct, retrofit and maintain a wide range of power-generating facilities, as well as the systems that transmit and distribute electricity. We provide these services to utilities, industrial co-generators, independent power producers, original equipment manufacturers and government utilities including:

- Fossil fuel power generating facilities;
- Nuclear power generating facilities and decommissioning;
- Hydroelectric power generating facilities;
- Alternative and renewable energy sources, including biomass, geothermal, solar energy and wind systems;
- Transmission and distribution systems; and
- Emissions control systems.

We also provide a wide range of planning, design, engineering, construction, production, and operations and maintenance services across the oil and gas upstream, midstream and downstream supply chain. For downstream refining and processing operations, we design and construct gas treatment and processing, refining and petrochemical facilities, and provide asset management and maintenance services for oil sands production facilities, oil refineries and related chemical, energy, power and processing plants. For oil and gas exploration and production, we provide transportation, engineering, construction,

fabrication and installation, commissioning and maintenance services for drilling and well site facilities, equipment and process modules, site infrastructure and off-site support facilities including:

- · Construction of access roads and well pads, and field production facilities;
- Pipeline planning, design, construction, installation, maintenance and repair;
- · Oil field services; and
- Equipment and process module fabrication, installation and maintenance.

Infrastructure and Industrial. We provide construction, program and construction management services for large scale infrastructure projects around the world. We also provide a wide range of engineering, procurement and construction services for industrial and process facilities and the expansion, modification and upgrade of existing facilities. We provide these services to local, state, federal and national governments as well as corporations including:

- Highways, airports, rail and other transit projects;
- Maritime and terminal facilities:
- Dams, water and waste water projects;
- Biotechnology and pharmaceutical research laboratories, pilot plants and production facilities;
- Petrochemical, specialty chemical and polymer facilities;
- Consumer products and food and beverage production facilities;
- · Automotive and other manufacturing facilities; and
- Mines and mining facilities.

Our Management Services Segment

Through our MS segment, we are a major contractor to the U.S. federal government and we serve a wide variety of government departments and agencies, including the Department of Defense (DOD), the Department of Energy (DOE) and other U.S. federal agencies. We also serve departments and agencies of other national governments, such as the U.K. Nuclear Decommissioning Authority (NDA) and the U.K. Ministry of Defense. Our services range from program and facilities management, training, logistics, consulting, systems engineering and technical assistance, and systems integration and information technology.

We provide a wide array of services in our MS segment, both directly and through joint ventures or similar partner arrangements, including:

- Operation and maintenance of complex government installations, including military bases and test ranges;
- Network and communications engineering, software engineering, IT infrastructure design and implementation, cyber defense and cloud computing technologies;
- Deactivation, decommissioning and disposal of nuclear weapons stockpiles and other nuclear waste;
- Management and operations and maintenance services for complex DOE and NDA programs and facilities;
- Testing and development of new components and platforms, as well as engineering and technical support for the modernization of aging weapon systems;

- Logistics support for government supply and distribution networks, including warehousing, packaging, delivery and traffic management;
- · Acquisition support for new weapons platforms;
- Maintenance planning to extend the service life of weapons systems and other military equipment;
- · Maintenance, modification and overhaul of military aircraft and ground vehicles;
- Safety analyses for high-hazard facilities and licensing for DOE sites;
- Threat assessments of public facilities and the development of force protection and security systems;
- Planning and conducting emergency preparedness exercises;
- First responder training for the military and other government agencies;
- Management and operations and maintenance of chemical agent and chemical weapon disposal facilities;
- Installation of monitoring technology to detect the movement of nuclear and radiological materials across national borders;
- Planning, design and construction of aircraft hangars, barracks, military hospitals and other government buildings; and
- Environmental remediation and restoration for the redevelopment of military bases and other government installations.

Financial Information by Segment

The following table sets forth the revenue attributable to our business segments for the periods indicated:

	Year-Ended September 30, (in millions)		
	2016	2015	2014
Design and Consulting Services (DCS)	\$ 7,655.8	\$ 7,962.9	\$5,443.1
Construction Services (CS)	6,501.3	6,676.7	2,004.3
Management Services (MS)	3,253.7	3,350.3	909.4
Total	\$17,410.8	\$17,989.9	\$8,356.8

Our Clients

Our clients consist primarily of national, state, regional and local governments, public and private institutions and major corporations. The following table sets forth our total revenue attributable to these categories of clients for each of the periods indicated:

	Year Ended September 30, (\$ in millions)			
	2016	2015	2014	
U.S. Federal Government				
DCS	\$ 704.4	4% \$ 764.5	4% \$ 358.0	4%
CS	239.1	1 291.1	2 —	-
MS	3,032.8	18 3,172.5	<u>18</u> <u>891.3</u>	_11
Subtotal U.S. Federal Government	3,976.3	23 4,228.1	24 1,249.3	15
U.S. State and Local Governments	2,598.0	15 2,592.4	14 1,390.2	17
Non-U.S. Governments	1,641.5	9 2,198.4	<u>12</u> <u>2,030.2</u>	_24
Subtotal Governments	8,215.8	47 9,018.9	50 4,669.7	56
Private Entities (worldwide)	9,195.0	53 8,971.0	50 3,687.1	44
Total	\$17,410.8	100% \$17,989.9	100% \$8,356.8	100%

Other than the U.S. federal government, no single client accounted for 10% or more of our revenue in any of the past five fiscal years. Approximately 23%, 24% and 15% of our revenue was derived through direct contracts with agencies of the U.S. federal government in the years ended September 30, 2016, 2015 and 2014, respectively. One of these contracts accounted for approximately 3%, 2% and 3% of our revenue in the years ended September 30, 2016, 2015 and 2014, respectively. The work attributed to the U.S. federal government includes our work for the Department of Defense, Department of Energy, Department of Justice and the Department of Homeland Security.

Contracts

The price provisions of the contracts we undertake can be grouped into several broad categories: cost-reimbursable contracts, guaranteed maximum price contracts, and fixed-price contracts.

Cost-Reimbursable Contracts

Cost-reimbursable contracts consist of two similar contract types: (1) cost-plus contracts and (2) time and material price contracts.

Cost-Plus Contracts. We enter into two major types of cost-plus contracts:

Cost-Plus Fixed Fee. Under cost-plus fixed fee contracts, we charge clients for our costs, including both direct and indirect costs, plus a fixed negotiated fee. The total estimated cost plus the fixed negotiated fee represents the total contract value. We recognize revenue based on the actual labor and other direct costs incurred, plus the portion of the fixed fee earned to date.

Cost-Plus Fixed Rate. Under cost-plus fixed rate contracts, we charge clients for our direct and indirect costs based upon a negotiated rate. We recognize revenue based on the actual total costs expended and the applicable fixed rate.

Some cost-plus contracts provide for award fees or a penalty based on performance criteria in lieu of a fixed fee or fixed rate. Other contracts include a base fee component plus a performance-based award fee. In addition, we may share award fees with subcontractors. We record accruals for fee-sharing as fees are earned. We generally recognize revenue to the extent of costs actually incurred plus a proportionate

amount of the fee expected to be earned. We take the award fee or penalty on contracts into consideration when estimating revenue and profit rates, and record revenue related to the award fees when there is sufficient information to assess anticipated contract performance. On contracts that represent higher than normal risk or technical difficulty, we may defer all award fees until an award fee letter is received. Once an award fee letter is received, the estimated or accrued fees are adjusted to the actual award amount.

Some cost-plus contracts provide for incentive fees based on performance against contractual milestones. The amount of the incentive fees varies, depending on whether we achieve above, at, or below target results. We originally recognize revenue on these contracts based upon expected results. These estimates are revised when necessary based upon additional information that becomes available as the contract progresses.

Time and Material Price Contracts. Time and material contracts are common for smaller scale engineering and consulting services. Under these types of contracts, we negotiate hourly billing rates and charge our clients based upon actual hours expended on a project. Unlike cost-plus contracts, however, there is no predetermined fee. In addition, any direct project expenditures are passed through to the client and are reimbursed. These contracts may also have a fixed-price element in the form of not-to-exceed or guaranteed maximum price provisions.

Guaranteed Maximum Price Contracts

Guaranteed maximum price contracts (GMP) are common for design-build and commercial and residential projects. GMP contracts share many of the same contract provisions as cost-plus and fixed-price contracts. A contractor performing work pursuant to a cost-plus, GMP or fixed-price contract will all enter into trade contracts directly. Both cost-plus and GMP contracts generally include an agreed lump sum or percentage fee which is called out and separately identified and the contracts are considered 'open' book providing the owner with full disclosure of the project costs. A fixed-price contract provides the owner with a single lump sum amount without specifically identifying the breakdown of fee or costs and is typically 'closed' book thereby providing the owner with little detail as to the project costs. In a GMP contract, unlike the cost-plus contract, we provide the owner with a guaranteed price for the overall construction (adjusted for change orders issued by the owner) and with a schedule which includes a completion date for the project. In addition, cost overruns in a GMP contract would generally be our responsibility and in the event our actions or inactions result in delays to the project, we may be responsible to the owner for costs associated with such delay. For many of our commercial and residential GMP contracts, the final price is generally not established until we have awarded a substantial percentage of the trade contracts and we have negotiated additional contractual limitations, such as mutual waivers of consequential damages as well as aggregate caps on liabilities and liquidated damages.

Fixed-Price Contracts

There are typically two types of fixed-price contracts. Lump sum contracts involve performing all of the work under the contract for a specified lump sum fee and are typically subject to price adjustments if the scope of the project changes or unforeseen conditions arise. In such cases, we will submit formal requests for adjustment of the lump sum via formal change orders or contract amendments. The second type, fixed-unit price, involves performing an estimated number of units of work at an agreed price per unit, with the total payment under the contract determined by the actual number of units delivered.

Our fixed-price contracts are typically negotiated and arise in the design or construction of a project with a specified scope rather than hard bid where the client primarily selects the lowest qualified bidder. Fixed-price contracts often arise in the areas of construction management and design-build services. Construction management services are typically in the form of general administrative oversight (in which we do not assume responsibility for construction means and methods). Under our design-build projects, we are typically responsible for the design or construction of a project with the fixed contract price negotiated

after we have had the opportunity to secure specific bids from various subcontractors including a contingency fee.

We may attempt to mitigate the risks of fixed-price design-build contracts by contracting to complete the projects based on our design as opposed to a third party's design, by not guaranteeing new or untested processes or technologies and by working only with experienced subcontractors with sufficient bonding capacity.

Some of our fixed-price contracts require us to provide surety bonds or parent company guarantees to assure our clients that their project will be completed in accordance with the terms of the contracts as further disclosed in Note 18—Commitments and Contingencies. In such cases, we may require our primary subcontractors to provide similar performance bonds and guarantees and to be adequately insured, and we may flow down the terms and conditions set forth in our agreement on to our subcontractors. There may be risks associated with completing these projects profitably if we are not able to perform our services within the fixed-price contract terms.

At September 30, 2016, our contracted backlog was comprised of 44%, 33%, and 23% cost-reimbursable, guaranteed maximum price, and fixed-price contracts, respectively.

Joint Ventures

Some of our larger contracts may operate under joint ventures or other arrangements under which we team with other reputable companies, typically companies with which we have worked for many years. This is often done where the scale of the project dictates such an arrangement or when we want to strengthen either our market position or our technical skills.

Backlog

Backlog represents revenue we expect to realize for work completed by our consolidated subsidiaries and our proportionate share of work to be performed by unconsolidated joint ventures. Backlog is expressed in terms of gross revenue and therefore may include significant estimated amounts of third party or pass-through costs to subcontractors and other parties. Backlog for our consolidated subsidiaries is comprised of contracted backlog and awarded backlog. Our contracted backlog includes revenue we expect to record in the future from signed contracts, and in the case of a public client, where the project has been funded. Our awarded backlog includes revenue we expect to record in the future where we have been awarded the work, but the contractual agreement has not yet been signed. The net results of our unconsolidated joint ventures are recognized as equity earnings, and awarded and contracted backlog representing our proportionate share of work to be performed by unconsolidated joint ventures is not presented as revenue in our Consolidated Statements of Operations. For non-government contracts, our backlog includes future revenue at contract rates, excluding contract renewals or extensions that are at the discretion of the client. For contracts with a not-to-exceed maximum amount, we include revenue from such contracts in backlog to the extent of the remaining estimated amount. We calculate backlog without regard to possible project reductions or expansions or potential cancellations until such changes or cancellations occur. No assurance can be given that we will ultimately realize our full backlog. Backlog fluctuates due to the timing of when contracts are awarded and contracted and when contract revenue is recognized. Many of our contracts require us to provide services over more than one year. Our backlog for the year ended September 30, 2016 decreased \$0.3 billion, or 0.7%, to \$42.8 billion as compared to \$43.1 billion for the corresponding period last year, primarily due to the decrease in our MS segment.

The following summarizes contracted and awarded backlog (in billions):

	September 30,	
	2016	2015
Contracted backlog:		
DCS segment	\$ 8.0	\$ 8.6
CS segment	12.0	11.2
MS segment	3.7	4.7
Total contracted backlog	\$23.7	\$24.5
Awarded backlog:		
DCS segment	\$ 6.4	\$ 5.7
CS segment	5.1	5.6
MS segment	3.9	4.4
Total awarded backlog	\$15.4	<u>\$15.7</u>
Unconsolidated joint venture backlog:		
CS segment	2.6	0.9
MS segment	1.1	2.0
Total unconsolidated joint venture backlog	\$ 3.7	\$ 2.9
Total backlog:		-
DCS segment	\$14.4	\$14.3
CS segment	19.7	17.7
MS segment	8.7	11.1
Total backlog	\$42.8	\$43.1

Competition

The markets we serve are highly fragmented and we compete with a large number of regional, national and international companies. We have numerous competitors, ranging from small private firms to multi-billion dollar companies, some of which have greater financial resources or that are more specialized and concentrate their resources in particular areas of expertise. The extent of our competition varies according to the particular markets and geographic area. The degree and type of competition we face is also influenced by the type and scope of a particular project. The technical and professional aspects of our services generally do not require large upfront capital expenditures and, therefore, provide limited barriers against new competitors.

We believe that we are well positioned to compete in our markets because of our reputation, our cost effectiveness, our long-term client relationships, our extensive network of offices, our employee expertise, and our broad range of services. In addition, as a result of our extensive national and international network, we are able to offer our clients localized knowledge and expertise, as well as the support of our worldwide professional staff.

Seasonality

We experience seasonal trends in our business. Our revenue is typically higher in the last half of the fiscal year. The fourth quarter of our fiscal year (July 1 to September 30) is typically our strongest quarter. We find that the U.S. federal government tends to authorize more work during the period preceding the end of our fiscal year, September 30. In addition, many U.S. state governments with fiscal years ending on June 30 tend to accelerate spending during their first quarter, when new funding becomes available. Further, our construction management revenue typically increases during the high construction season of

the summer months. Within the United States, as well as other parts of the world, our business generally benefits from milder weather conditions in our fiscal fourth quarter, which allows for more productivity from our on-site civil services. Our construction and project management services also typically expand during the high construction season of the summer months. The first quarter of our fiscal year (October 1 to December 31) is typically our weakest quarter. The harsher weather conditions impact our ability to complete work in parts of North America and the holiday season schedule affects our productivity during this period. For these reasons, coupled with the number and significance of client contracts commenced and completed during a particular period, as well as the timing of expenses incurred for corporate initiatives, it is not unusual for us to experience seasonal changes or fluctuations in our quarterly operating results.

Risk Management and Insurance

Risk management is an integral part of our project management approach and our project execution process. We have an Office of Risk Management that reviews and oversees the risk profile of our operations. Also, pursuant to our internal delegations of authority, we have an internal process whereby a group of senior members of our risk management team evaluate risk through internal risk analyses of higher-risk projects, contracts or other business decisions. We maintain insurance covering professional liability and claims involving bodily injury and property damage. Wherever possible, we endeavor to eliminate or reduce the risk of loss on a project through the use of quality assurance/control, risk management, workplace safety and similar methods.

Regulations

Our business is impacted by environmental, health and safety, government procurement, anti-bribery and other government regulations and requirements. Below is a summary of some of the significant regulations that impact our business.

Environmental, Health and Safety. Our business involves the planning, design, program management, construction and construction management, and operations and maintenance at various project sites, including but not limited to pollution control systems, nuclear facilities, hazardous waste and Superfund sites, contract mining sites, hydrocarbon production, distribution and transport sites, military bases and other infrastructure-related facilities. We also regularly perform work, including oil field and pipeline construction services in and around sensitive environmental areas, such as rivers, lakes and wetlands. In addition, we have contracts with U.S. federal government entities to destroy hazardous materials, including chemical agents and weapons stockpiles, as well as to decontaminate and decommission nuclear facilities. These activities may require us to manage, handle, remove, treat, transport and dispose of toxic or hazardous substances.

Significant fines, penalties and other sanctions may be imposed for non-compliance with environmental and health and safety laws and regulations, and some laws provide for joint and several strict liabilities for remediation of releases of hazardous substances, rendering a person liable for environmental damage, without regard to negligence or fault on the part of such person. These laws and regulations may expose us to liability arising out of the conduct of operations or conditions caused by others, or for our acts that were in compliance with all applicable laws at the time these acts were performed. For example, there are a number of governmental laws that strictly regulate the handling, removal, treatment, transportation and disposal of toxic and hazardous substances, such as the Comprehensive Environmental Response Compensation and Liability Act of 1980, and comparable national and state laws, that impose strict, joint and several liabilities for the entire cost of cleanup, without regard to whether a company knew of or caused the release of hazardous substances. In addition, some environmental regulations can impose liability for the entire clean-up upon owners, operators, generators, transporters and other persons arranging for the treatment or disposal of such hazardous substances costs related to contaminated facilities or project sites. Other federal environmental, health and safety laws

affecting us include, but are not limited to, the Resource Conservation and Recovery Act, the National Environmental Policy Act, the Clean Air Act, the Clean Air Mercury Rule, the Occupational Safety and Health Act, the Toxic Substances Control Act and the Superfund Amendments and Reauthorization Act, as well as other comparable national and state laws. Liabilities related to environmental contamination or human exposure to hazardous substances, comparable national and state laws or a failure to comply with applicable regulations could result in substantial costs to us, including cleanup costs, fines and civil or criminal sanctions, third-party claims for property damage or personal injury, or cessation of remediation activities.

Some of our business operations are covered by Public Law 85-804, which provides for indemnification by the U.S federal government against claims and damages arising out of unusually hazardous or nuclear activities performed at the request of the U.S. federal government. Should public policies and laws change, however, U.S. federal government indemnification may not be available in the case of any future claims or liabilities relating to hazardous activities that we undertake to perform.

Government Procurement. The services we provide to the U.S. federal government are subject to Federal Acquisition Regulation (FAR), the Truth in Negotiations Act, Cost Accounting Standards (CAS), the Services Contract Act, export controls rules and DOD security regulations, as well as many other laws and regulations. These laws and regulations affect how we transact business with our clients and, in some instances, impose additional costs on our business operations. A violation of specific laws and regulations could lead to fines, contract termination or suspension of future contracts. Our government clients can also terminate, renegotiate, or modify any of their contracts with us at their convenience; and many of our government contracts are subject to renewal or extension annually.

Anti-Bribery and other regulations. We are subject to the U.S. Foreign Corrupt Practices Act and similar anti-bribery laws, which generally prohibit companies and their intermediaries from making improper payments to foreign government officials for the purpose of obtaining or retaining business. The U.K. Bribery Act of 2010 prohibits both domestic and international bribery, as well as bribery across both private and public sectors. In addition, an organization that "fails to prevent bribery" committed by anyone associated with the organization can be charged under the U.K. Bribery Act unless the organization can establish the defense of having implemented "adequate procedures" to prevent bribery. To the extent we export technical services, data and products outside of the U.S., we are subject to U.S. and international laws and regulations governing international trade and exports, including but not limited to the International Traffic in Arms Regulations, the Export Administration Regulations and trade sanctions against embargoed countries. We provide services to the DOD and other defense-related entities that often require specialized professional qualifications and security clearances. In addition, as engineering design services professionals, we are subject to a variety of local, state, federal and foreign licensing and permit requirements and ethics rules.

Personnel

Our principal asset is our employees and large percentages of our employees have technical and professional backgrounds and undergraduate and/or advanced degrees. At the end of our fiscal 2016, we employed approximately 87,000 persons, of whom approximately 46,000 were employed in the United States. Over 10,000 of our domestic employees are covered by collective bargaining agreements or by specific labor agreements, which expire upon completion of the relevant project.

Geographic Information

For financial geographic information, please refer to Note 19 to the notes to our consolidated financial statements found elsewhere in this Form 10-K.

Raw Materials

We purchase most of the raw materials and components necessary to operate our business from numerous sources. However, the price and availability of raw materials and components may vary from year to year due to customer demand, production capacity, market conditions and material shortages. While we do not currently foresee the lack of availability of any particular raw materials in the near term, prolonged unavailability of raw materials necessary to our projects and services or significant price increases for those raw materials could have a material adverse effect on our business in the near term.

Government Contracts

Generally, our government contracts are subject to renegotiation or termination of contracts or subcontracts at the discretion of the U.S. federal, state or local governments, and national governments of other countries.

Trade Secrets and Other Intellectual Property

We rely principally on trade secrets, confidentiality policies and other contractual arrangements to protect much of our intellectual property.

Available Information

The reports we file with the Securities and Exchange Commission, including annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and proxy materials, including any amendments, are available free of charge on our website at www.aecom.com. You may read and copy any materials filed with the SEC at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information about the public reference room. The SEC also maintains a web site (www.sec.gov) containing reports, proxy, and other information that we file with the SEC. Our Corporate Governance Guidelines and our Code of Ethics are available on our website at www.aecom.com under the "Investors" section. Copies of the information identified above may be obtained without charge from us by writing to AECOM, 1999 Avenue of the Stars, Suite 2600, Los Angeles, California 90067, Attention: Corporate Secretary.

ITEM 1A. RISK FACTORS

We operate in a changing environment that involves numerous known and unknown risks and uncertainties that could materially adversely affect our operations. The risks described below highlight some of the factors that have affected, and in the future could affect our operations. Additional risks we do not yet know of or that we currently think are immaterial may also affect our business operations. If any of the events or circumstances described in the following risks actually occurs, our business, financial condition or results of operations could be materially adversely affected.

Demand for our services is cyclical and may be vulnerable to sudden economic downturns and reductions in government and private industry spending. If economic conditions remain weak and decline further, our revenue and profitability could be adversely affected.

Demand for our services is cyclical and may be vulnerable to sudden economic downturns and reductions in government and private industry spending that result in clients delaying, curtailing or canceling proposed and existing projects. For example, commodity price volatility has negatively impacted our oil and gas business and business regions whose economies are substantially dependent on commodities prices such as the Middle East and has also impacted North American oil and gas clients' investment decisions. Economic conditions in a number of countries and regions, including Canada, the United Kingdom, China and the Middle East, remain weak and may remain difficult for the foreseeable future. If global economic and financial market conditions continue to remain weak or decline further,

some of our clients may face considerable budget shortfalls that may limit their overall demand for our services. In addition, our clients may find it more difficult to raise capital in the future to fund their projects due to uncertainty in the municipal and general credit markets.

Where economies are weakening, our clients may demand more favorable pricing or other terms while their ability to pay our invoices or to pay them in a timely manner may be adversely affected. Our government clients may face budget deficits that prohibit them from funding proposed and existing projects. If economic conditions remain uncertain and/or weaken and/or government spending is reduced, our revenue and profitability could be adversely affected.

We depend on long-term government contracts, some of which are only funded on an annual basis. If appropriations for funding are not made in subsequent years of a multiple-year contract, we may not be able to realize all of our anticipated revenue and profits from that project.

A substantial majority of our revenue is derived from contracts with agencies and departments of national, state and local governments. During fiscal 2016 and 2015, approximately 47% and 50%, respectively, of our revenue was derived from contracts with government entities.

Most government contracts are subject to the government's budgetary approval process. Legislatures typically appropriate funds for a given program on a year-by-year basis, even though contract performance may take more than one year. In addition, public-supported financing such as state and local municipal bonds may be only partially raised to support existing infrastructure projects. As a result, at the beginning of a program, the related contract is only partially funded, and additional funding is normally committed only as appropriations are made in each fiscal year. These appropriations, and the timing of payment of appropriated amounts, may be influenced by, among other things, the state of the economy, competing priorities for appropriation, changes in administration or control of legislatures and the timing and amount of tax receipts and the overall level of government expenditures. Similarly, the impact of an economic downturn on state and local governments may make it more difficult for them to fund infrastructure projects. If appropriations are not made in subsequent years on our government contracts, then we will not realize all of our potential revenue and profit from that contract.

The Budget Control Act of 2011 could significantly reduce U.S. government spending for the services we provide.

Under the Budget Control Act of 2011, an automatic sequestration process, or across-the-board budget cuts (a large portion of which was defense-related), was triggered when the Joint Select Committee on Deficit Reduction, a committee of twelve members of Congress, failed to agree on a deficit reduction plan for the U.S. federal budget. The sequestration began on March 1, 2013. Although the Bipartisan Budget Act of 2013 provides some sequester relief until the end of 2017, absent additional legislative or other remedial action, the sequestration requires reduced U.S. federal government spending from 2017 through 2025. A significant reduction in federal government spending or a change in budgetary priorities could reduce demand for our services, cancel or delay federal projects, and result in the closure of federal facilities and significant personnel reductions, which could have a material adverse effect on our results of operations and financial condition.

If we are unable to win or renew government contracts during regulated procurement processes, our operations and financial results would be harmed.

Government contracts are awarded through a regulated procurement process. The federal government has awarded multi-year contracts with pre-established terms and conditions, such as indefinite delivery contracts, that generally require those contractors that have previously been awarded the indefinite delivery contract to engage in an additional competitive bidding process before a task order is issued. In addition, the federal government has also awarded federal contracts based on a low-price, technically acceptable criteria emphasizing price over qualitative factors, such as past performance. As a

result of these competitive pricing pressures, our profit margins on future federal contracts may be reduced and may require us to make sustained efforts to reduce costs in order to realize revenues and profits under government contracts. If we are not successful in reducing the amount of costs we incur, our profitability on government contracts will be negatively impacted. In addition, we may not be awarded government contracts because of existing government policies designed to protect small businesses and underrepresented minority contractors. Our inability to win or renew government contracts during regulated procurement processes could harm our operations and reduce our profits and revenues.

Governmental agencies may modify, curtail or terminate our contracts at any time prior to their completion and, if we do not replace them, we may suffer a decline in revenue.

Most government contracts may be modified, curtailed or terminated by the government either at its discretion or upon the default of the contractor. If the government terminates a contract at its discretion, then we typically are able to recover only costs incurred or committed, settlement expenses and profit on work completed prior to termination, which could prevent us from recognizing all of our potential revenue and profits from that contract. In addition, for certain assignments, the U.S. government may attempt to "insource" the services to government employees rather than outsource to a contractor. If a government terminates a contract due to our default, we could be liable for excess costs incurred by the government in obtaining services from another source.

Our contracts with governmental agencies are subject to audit, which could result in adjustments to reimbursable contract costs or, if we are charged with wrongdoing, possible temporary or permanent suspension from participating in government programs.

Our books and records are subject to audit by the various governmental agencies we serve and their representatives. These audits can result in adjustments to the amount of contract costs we believe are reimbursable by the agencies and the amount of our overhead costs allocated to the agencies. If such matters are not resolved in our favor, they could have a material adverse effect on our business. In addition, if one of our subsidiaries is charged with wrongdoing as a result of an audit, that subsidiary, and possibly our company as a whole, could be temporarily suspended or could be prohibited from bidding on and receiving future government contracts for a period of time. Furthermore, as a government contractor, we are subject to an increased risk of investigations, criminal prosecution, civil fraud actions, whistleblower lawsuits and other legal actions and liabilities to which purely private sector companies are not, the results of which could materially adversely impact our business. For example, we are named from time to time in suits brought under the qui tam provisions of the False Claims Act and comparable state laws. These suits typically allege that we have made false statements or certifications in connection with claims for payment, or improperly retained overpayments, from the government. These suits may remain under seal (and hence, be unknown to us) for some time while the government decides whether to intervene on behalf of the qui tam plaintiff.

The United Kingdom's proposed withdrawal from the European Union could have an adverse effect on our business and financial results.

In June 2016, the United Kingdom held a referendum in which voters approved an exit from the European Union, commonly referred to as Brexit. It is expected that the United Kingdom government will initiate a process to withdraw from the EU and begin negotiating the terms of its separation. Our United Kingdom business is a significant part of our European operations with over 8,000 employees and revenues representing approximately 5% of our total revenue for the fiscal year ended September 30, 2016. In addition, our United Kingdom affiliates have liabilities denominated in pounds sterling such as defined benefit pension plan assets and liabilities that could be impacted by Brexit. Brexit may cause our customers to closely monitor their costs and reduce demand for our services which could adversely affect our United Kingdom and overall business and financial results.

An impairment charge of goodwill could have a material adverse impact on our financial condition and results of operations.

Because we have grown in part through acquisitions, goodwill and intangible assets-net represent a substantial portion of our assets. Under GAAP, we are required to test goodwill carried in our Consolidated Balance Sheets for possible impairment on an annual basis based upon a fair value approach and whenever events occur that indicate impairment could exist. These events or circumstances could include a significant change in the business climate, including a significant sustained decline in a reporting unit's market value, legal factors, operating performance indicators, competition, sale or disposition of a significant portion of our business, a significant sustained decline in our market capitalization and other factors.

In addition, if we experience a decrease in our stock price and market capitalization over a sustained period, we would have to record an impairment charge in the future. The amount of any impairment could be significant and could have a material adverse impact on our financial condition and results of operations for the period in which the charge is taken.

Our substantial leverage and significant debt service obligations could adversely affect our financial condition and our ability to fulfill our obligations and operate our business.

We had approximately \$4.1 billion of indebtedness (excluding intercompany indebtedness) outstanding as of September 30, 2016, of which \$2.1 billion was secured obligations (exclusive of \$92.3 million of outstanding undrawn letters of credit) and we have an additional \$888.4 million of availability under our Credit Agreement (after giving effect to outstanding letters of credit), all of which would be secured debt, if drawn. Our financial performance could be adversely affected by our substantial leverage. We may also incur significant additional indebtedness in the future, subject to certain conditions.

This high level of indebtedness could have important negative consequences to us, including, but not limited to:

- we may have difficulty satisfying our obligations with respect to outstanding debt obligations;
- we may have difficulty obtaining financing in the future for working capital, acquisitions, capital expenditures or other purposes;
- we may need to use all, or a substantial portion, of our available excess cash flow to pay interest and principal on our debt, which will reduce the amount of money available to finance our operations and other business activities, including, but not limited to, working capital requirements, acquisitions, capital expenditures or other general corporate or business activities;
- our debt level increases our vulnerability to general economic downturns and adverse industry conditions:
- our debt level could limit our flexibility in planning for, or reacting to, changes in our business and in our industry in general;
- our substantial amount of debt and the amount we must pay to service our debt obligations could place us at a competitive disadvantage compared to our competitors that have less debt;
- we may have increased borrowing costs;
- our clients, surety providers or insurance carriers may react adversely to our significant debt level;
- we may have insufficient funds, and our debt level may also restrict us from raising the funds necessary, to retire certain of our debt instruments tendered to us upon maturity of our debt or the occurrence of a change of control, which would constitute an event of default under certain of our debt instruments; and

• our failure to comply with the financial and other restrictive covenants in our debt instruments which, among other things, require us to maintain specified financial ratios and limit our ability to incur debt and sell assets, could result in an event of default that, if not cured or waived, could have a material adverse effect on our business or prospects.

Our high level of indebtedness requires that we use a substantial portion of our cash flow from operations to pay principal of, and interest on, our indebtedness, which will reduce the availability of cash to fund working capital requirements, future acquisitions, capital expenditures or other general corporate or business activities.

In addition, a substantial portion of our indebtedness bears interest at variable rates, including borrowings under our Credit Agreement. If market interest rates increase, debt service on our variable-rate debt will rise, which could adversely affect our cash flow, results of operations and financial position. Although we may employ hedging strategies such that a portion of the aggregate principal amount of our term loans carries a fixed rate of interest, any hedging arrangement put in place may not offer complete protection from this risk. Additionally, the remaining portion of borrowings under our Credit Agreement that is not hedged will be subject to changes in interest rates.

Our operations worldwide expose us to legal, political and economic risks in different countries as well as currency exchange rate fluctuations that could harm our business and financial results.

During fiscal 2016, revenue attributable to our services provided outside of the United States to non-U.S. clients was approximately 28% of our total revenue. There are risks inherent in doing business internationally, including:

- imposition of governmental controls and changes in laws, regulations or policies;
- political and economic instability;
- · civil unrest, acts of terrorism, force majeure, war, or other armed conflict;
- changes in U.S. and other national government trade policies affecting the markets for our services;
- changes in regulatory practices, tariffs and taxes;
- potential non-compliance with a wide variety of laws and regulations, including anti-corruption, export control and anti-boycott laws and similar non-U.S. laws and regulations;
- changes in labor conditions;
- logistical and communication challenges; and
- currency exchange rate fluctuations, devaluations and other conversion restrictions.

Any of these factors could have a material adverse effect on our business, results of operations or financial condition.

Political, economic and military conditions in the Middle East, Africa and other regions could negatively impact our business.

In recent years, there has been a substantial amount of hostilities, civil unrest and other political uncertainty in certain areas in the Middle East, North Africa and beyond. If civil unrest were to disrupt our business in any of these regions, and particularly if political activities were to result in prolonged hostilities, unrest or civil war, it could result in operating losses and asset write downs and our financial condition could be adversely affected.

We operate in many different jurisdictions and we could be adversely affected by violations of the U.S. Foreign Corrupt Practices Act and similar worldwide anti-corruption laws.

The U.S. Foreign Corrupt Practices Act (FCPA) and similar worldwide anti-corruption laws, including the U.K. Bribery Act of 2010, generally prohibit companies and their intermediaries from making improper payments to non-U.S. officials for the purpose of obtaining or retaining business. Our internal policies mandate compliance with these anti-corruption laws, including the requirements to maintain accurate information and internal controls which may fall within the purview of the FCPA, its books and records provisions or its anti-bribery provisions. We operate in many parts of the world that have experienced governmental corruption to some degree; and, in certain circumstances, strict compliance with anti-corruption laws may conflict with local customs and practices. Despite our training and compliance programs, we cannot assure that our internal control policies and procedures always will protect us from reckless or criminal acts committed by our employees or agents. Our continued expansion outside the U.S., including in developing countries, could increase the risk of such violations in the future. In addition, from time to time, government investigations of corruption in construction-related industries affect us and our peers. Violations of these laws, or allegations of such violations, could disrupt our business and result in a material adverse effect on our results of operations or financial condition.

Many of our project sites are inherently dangerous workplaces. Failure to maintain safe work sites and equipment could result in environmental disasters, employee deaths or injuries, reduced profitability, the loss of projects or clients and possible exposure to litigation.

Our project sites often put our employees and others in close proximity with mechanized equipment, moving vehicles, chemical and manufacturing processes, and highly regulated materials. On some project sites, we may be responsible for safety and, accordingly, we have an obligation to implement effective safety procedures. If we fail to implement these procedures or if the procedures we implement are ineffective, we may suffer the loss of or injury to our employees, as well as expose ourselves to possible litigation. As a result, our failure to maintain adequate safety standards and equipment could result in reduced profitability or the loss of projects or clients, and could have a material adverse impact on our business, financial condition, and results of operations.

We work in international locations where there are high security risks, which could result in harm to our employees and contractors or material costs to us.

Some of our services are performed in high-risk locations, such as the Middle East, Iraq, North Africa, and Southwest Asia, where the country or location is suffering from political, social or economic problems, or war or civil unrest. In those locations where we have employees or operations, we may incur material costs to maintain the safety of our personnel. Despite these precautions, the safety of our personnel in these locations may continue to be at risk. Acts of terrorism and threats of armed conflicts in or around various areas in which we operate could limit or disrupt markets and our operations, including disruptions resulting from the evacuation of personnel, cancellation of contracts, or the loss of key employees, contractors or assets.

Cyber security breaches of our systems and information technology could adversely impact our ability to operate.

We develop, install and maintain information technology systems for ourselves, as well as for customers. Client contracts for the performance of information technology services, as well as various privacy and securities laws, require us to manage and protect sensitive and confidential information, including federal and other government information, from disclosure. We also need to protect our own internal trade secrets and other business confidential information from disclosure. We face the threat to our computer systems of unauthorized access, computer hackers, computer viruses, malicious code, organized cyber-attacks and other security problems and system disruptions, including possible unauthorized access to our and our clients' proprietary or classified information. We rely on industry-

accepted security measures and technology to securely maintain all confidential and proprietary information on our information systems. We have devoted and will continue to devote significant resources to the security of our computer systems, but they may still be vulnerable to these threats. A user who circumvents security measures could misappropriate confidential or proprietary information, including information regarding us, our personnel and/or our clients, or cause interruptions or malfunctions in operations. As a result, we may be required to expend significant resources to protect against the threat of these system disruptions and security breaches or to alleviate problems caused by these disruptions and breaches. Any of these events could damage our reputation and have a material adverse effect on our business, financial condition, results of operations and cash flows.

Our business and operating results could be adversely affected by losses under fixed-price or guaranteed maximum price contracts.

Fixed-price contracts require us to either perform all work under the contract for a specified lump-sum or to perform an estimated number of units of work at an agreed price per unit, with the total payment determined by the actual number of units performed. In addition, we may enter guaranteed maximum price contracts where we guarantee a price or delivery date. Fixed-price contracts expose us to a number of risks not inherent in cost-plus, time and material, and guaranteed maximum price contracts, including underestimation of costs, ambiguities in specifications, unforeseen costs or difficulties, problems with new technologies, delays beyond our control, failures of subcontractors to perform and economic or other changes that may occur during the contract period. In addition, our exposure to construction cost overruns may increase over time as we increase our construction services. Losses under fixed-price or guaranteed contracts could be substantial and adversely impact our results of operations.

Our failure to meet contractual schedule or performance requirements that we have guaranteed could adversely affect our operating results.

In certain circumstances, we can incur liquidated or other damages if we do not achieve project completion by a scheduled date. If we or an entity for which we have provided a guarantee subsequently fails to complete the project as scheduled and the matter cannot be satisfactorily resolved with the client, we may be responsible for cost impacts to the client resulting from any delay or the cost to complete the project. Our costs generally increase from schedule delays and/or could exceed our projections for a particular project. In addition, project performance can be affected by a number of factors beyond our control, including unavoidable delays from governmental inaction, public opposition, inability to obtain financing, weather conditions, unavailability of vendor materials, changes in the project scope of services requested by our clients, industrial accidents, environmental hazards, labor disruptions and other factors. Material performance problems for existing and future contracts could cause actual results of operations to differ from those anticipated by us and also could cause us to suffer damage to our reputation within our industry and client base.

We may not be able to maintain adequate surety and financial capacity necessary for us to successfully bid on and win contracts.

In line with industry practice, we are often required to provide surety bonds, standby letters of credit or corporate guarantees to our clients that indemnify the customer should our affiliate fail to perform its obligations under the terms of a contract. A surety may issue a performance or payment bond to guarantee to the client that our affiliate will perform under the terms of a contract. If our affiliate fails to perform under the terms of the contract, then the client may demand that the surety provide the contracted services under the performance or payment bond. In addition, we would typically have obligations to indemnify the surety for any loss incurred in connection with the bond. If a surety bond or a letter of credit is required for a particular project and we are unable to obtain an appropriate surety bond or letter of credit, we may not

be able to pursue that project which in turn could have a material adverse impact on our business, financial condition, results of operations, and cash flows.

We participate in certain joint ventures where we provide guarantees and may be adversely impacted by the failure of the joint venture or its participants to fulfill their obligations.

We have investments in and commitments to certain joint ventures with unrelated parties, including in connection with construction services, government services, and the investment activities of AECOM Capital. These joint ventures from time to time borrow money to help finance their activities and in certain circumstances, we are required to provide guarantees of certain obligations of our affiliated entities, including guarantees for completion of projects, repayment of debt, environmental indemnity obligations and acts of willful misconduct. If these entities are not able to honor their obligations under the guarantees, we may be required to expend additional resources or suffer losses, which could be significant.

We conduct a portion of our operations through joint venture entities, over which we may have limited control.

Approximately 14% of our fiscal 2016 revenue was derived from our operations through joint ventures or similar partnership arrangements, where control may be shared with unaffiliated third parties. As with most joint venture arrangements, differences in views among the joint venture participants may result in delayed decisions or disputes. We also cannot control the actions of our joint venture partners; and we typically have joint and several liability with our joint venture partners under the applicable contracts for joint venture projects. These factors could potentially adversely impact the business and operations of a joint venture and, in turn, our business and operations.

Operating through joint ventures in which we are minority holders results in us having limited control over many decisions made with respect to projects and internal controls relating to projects. Sales of our services provided to our unconsolidated joint ventures were approximately 3% of our fiscal 2016 revenue. We generally do not have control of these unconsolidated joint ventures. These joint ventures may not be subject to the same requirements regarding internal controls and internal control over financial reporting that we follow. As a result, internal control problems may arise with respect to these joint ventures, which could have a material adverse effect on our financial condition and results of operations and could also affect our reputation in the industries we serve.

Systems and information technology interruption and unexpected data or vendor loss could adversely impact our ability to operate.

We rely heavily on computer, information and communications technology and related systems to properly operate. From time to time, we experience occasional system interruptions and delays. If we are unable to effectively upgrade our systems and network infrastructure and take other steps to protect our systems, the operation of our systems could be interrupted or delayed. Our computer and communications systems and operations could be damaged or interrupted by natural disasters, telecommunications failures, acts of war or terrorism and similar events or disruptions. Any of these or other events could cause system interruption, delays and loss of critical data, or delay or prevent operations, and adversely affect our operating results.

We also rely in part on third-party internal and outsourced software to run our critical accounting, project management and financial information systems. We depend on our software vendors to provide long-term software maintenance support for our information systems. Software vendors may decide to discontinue further development, integration or long-term software maintenance support for our information systems, in which case we may need to abandon one or more of our current information systems and migrate some or all of our accounting, project management and financial information to other systems, thus increasing our operational expense, as well as disrupting the management of our business operations.

Misconduct by our employees, partners or consultants or our failure to comply with laws or regulations applicable to our business could cause us to lose customers or lose our ability to contract with government agencies.

As a government contractor, misconduct, fraud or other improper activities caused by our employees', partners' or consultants' failure to comply with laws or regulations could have a significant negative impact on our business and reputation. Such misconduct could include the failure to comply with procurement regulations, environmental regulations, regulations regarding the protection of sensitive government information, legislation regarding the pricing of labor and other costs in government contracts, regulations on lobbying or similar activities, and anti-corruption, anti-competition, export control and other applicable laws or regulations. Our failure to comply with applicable laws or regulations, misconduct by any of our employees or consultants or our failure to make timely and accurate certifications to government agencies regarding misconduct or potential misconduct could subject us to fines and penalties, loss of government granted eligibility, cancellation of contracts and suspension or debarment from contracting with government agencies, any of which may adversely affect our business.

We may be required to contribute additional cash to meet our significant underfunded benefit obligations associated with pension benefit plans we manage or multiemployer pension plans in which we participate.

We have defined benefit pension plans for employees in the United States, United Kingdom, Canada, Australia, and Ireland. At September 30, 2016, our defined benefit pension plans had an aggregate deficit (the excess of projected benefit obligations over the fair value of plan assets) of approximately \$696.1 million. In the future, our pension deficits may increase or decrease depending on changes in the levels of interest rates, pension plan performance and other factors that may require us to make additional cash contributions to our pension plans and recognize further increases in our net pension cost to satisfy our funding requirements. If we are forced or elect to make up all or a portion of the deficit for unfunded benefit plans, our results of operations could be materially and adversely affected.

A multiemployer pension plan is typically established under a collective bargaining agreement with a union to cover the union-represented workers of various unrelated companies. Our collective bargaining agreements with unions will require us to contribute to various multiemployer pension plans; however, we do not control or manage these plans. For the year ended September 30, 2016, we contributed \$49.5 million to multiemployer pension plans. Under the Employee Retirement Income Security Act, an employer who contributes to a multiemployer pension plan, absent an applicable exemption, may also be liable, upon termination or withdrawal from the plan, for its proportionate share of the multiemployer pension plan's unfunded vested benefit. If we terminate or withdraw from a multiemployer plan, absent an applicable exemption (such as for some plans in the building and construction industry), we could be required to contribute a significant amount of cash to fund the multiemployer plan's unfunded vested benefit, which could materially and adversely affect our financial results; however, since we do not control the multiemployer plans, we are unable to estimate any potential contributions that could be required.

New legal requirements could adversely affect our operating results.

Our business and results of operations could be adversely affected by the passage of new climate change, defense, environmental, infrastructure and other laws, policies and regulations. Growing concerns about climate change and greenhouse gases, such as those adopted under the United Nations COP-21 Paris Agreement or the EPA Clean Power Plan, may result in the imposition of additional environmental regulations for our clients' fossil fuel projects. For example, legislation, international protocols, regulation or other restrictions on emissions regulations could increase the costs of projects for our clients or, in some cases, prevent a project from going forward, thereby potentially reducing the need for our services. In addition, relaxation or repeal of laws and regulations, or changes in governmental policies regarding environmental, defense, infrastructure or other industries we serve could result in a decline in demand for our services, which could in turn negatively impact our revenues. We cannot predict when or whether any of these various proposals may be enacted or what their effect will be on us or on our customers.

We may be subject to substantial liabilities under environmental laws and regulations.

Our services are subject to numerous environmental protection laws and regulations that are complex and stringent. Our business involves in part the planning, design, program management, construction and construction management, and operations and maintenance at various sites, including but not limited to, pollution control systems, nuclear facilities, hazardous waste and Superfund sites, contract mining sites, hydrocarbon production, distribution and transport sites, military bases and other infrastructure-related facilities. We also regularly perform work, including oil field and pipeline construction services in and around sensitive environmental areas, such as rivers, lakes and wetlands. In addition, we have contracts with U.S. federal government entities to destroy hazardous materials, including chemical agents and weapons stockpiles, as well as to decontaminate and decommission nuclear facilities. These activities may require us to manage, handle, remove, treat, transport and dispose of toxic or hazardous substances. We also own and operate several properties in the U.S. and Canada that have been used for the storage and maintenance of equipment and upon which hydrocarbons or other wastes may have been disposed or released. Past business practices at companies that we have acquired may also expose us to future unknown environmental liabilities.

Significant fines, penalties and other sanctions may be imposed for non-compliance with environmental laws and regulations, and some environmental laws provide for joint and several strict liabilities for remediation of releases of hazardous substances, rendering a person liable for environmental damage, without regard to negligence or fault on the part of such person. These laws and regulations may expose us to liability arising out of the conduct of operations or conditions caused by others, or for our acts that were in compliance with all applicable laws at the time these acts were performed. For example, there are a number of governmental laws that strictly regulate the handling, removal, treatment, transportation and disposal of toxic and hazardous substances, such as Comprehensive Environmental Response Compensation and Liability Act of 1980, and comparable state laws, that impose strict, joint and several liabilities for the entire cost of cleanup, without regard to whether a company knew of or caused the release of hazardous substances. In addition, some environmental regulations can impose liability for the entire cleanup upon owners, operators, generators, transporters and other persons arranging for the treatment or disposal of such hazardous substances related to contaminated facilities or project sites. Other federal environmental, health and safety laws affecting us include, but are not limited to, the Resource Conservation and Recovery Act, the National Environmental Policy Act, the Clean Air Act, the Clean Air Mercury Rule, the Occupational Safety and Health Act, the Toxic Substances Control Act and the Superfund Amendments and Reauthorization Act and the Energy Reorganization Act of 1974, as well as other comparable national and state laws. Liabilities related to environmental contamination or human exposure to hazardous substances, or a failure to comply with applicable regulations could result in substantial costs to us, including cleanup costs, fines and civil or criminal sanctions, third-party claims for property damage or personal injury or cessation of remediation activities. Our continuing work in the areas governed by these laws and regulations exposes us to the risk of substantial liability.

Demand for our oil and gas services fluctuates.

Demand for our oil and natural gas services fluctuates, and we depend on our customers' willingness to make future expenditures to explore for, develop and produce oil and natural gas in the U.S. and Canada. For example, the past volatility in the price of oil and natural gas has significantly decreased existing and future projects. Our customers' willingness to undertake future projects depends largely upon prevailing industry conditions that are influenced by numerous factors over which we have no control, such as the anticipated future prices for natural gas and crude oil. The multi-year decline in oil and natural gas prices has decreased spending and drilling activity, which has caused declines in demand for our services and in the prices we are able to charge for our services.

Failure to successfully execute our acquisition strategy may inhibit our growth.

We have grown in part as a result of our acquisitions over the last several years, and we expect continued growth in the form of additional acquisitions and expansion into new markets. If we are unable to pursue suitable acquisition opportunities, as a result of global economic uncertainty or other factors, our growth may be inhibited. We cannot assure that suitable acquisitions or investment opportunities will continue to be identified or that any of these transactions can be consummated on favorable terms or at all. Any future acquisitions will involve various inherent risks, such as:

- our ability to accurately assess the value, strengths, weaknesses, liabilities and potential profitability of acquisition candidates;
- the potential loss of key personnel of an acquired business;
- increased burdens on our staff and on our administrative, internal control and operating systems, which may hinder our legal and regulatory compliance activities;
- liabilities related to pre-acquisition activities of an acquired business and the burdens on our staff and resources to comply with, conduct or resolve investigations into such activities;
- · post-acquisition integration challenges; and
- post-acquisition deterioration in an acquired business that could result in lower or negative earnings contribution and/or goodwill impairment charges.

Furthermore, during the acquisition process and thereafter, our management may need to assume significant transaction-related responsibilities, which may cause them to divert their attention from our existing operations. If our management is unable to successfully integrate acquired companies or implement our growth strategy, our operating results could be harmed. In addition, even if the operations of an acquisition are integrated successfully, we may not realize the full benefits of the acquisition, including the synergies, cost savings, or sales or growth opportunities that we expect. These benefits may not be achieved within the anticipated time frame, or at all. Moreover, we cannot assure that we will continue to successfully expand or that growth or expansion will result in profitability.

Although we expect to realize certain benefits as a result of our acquisitions, there is the possibility that we may be unable to successfully integrate our businesses in order to realize the anticipated benefits of the acquisitions or do so within the intended timeframe.

As a result of recent acquisitions, we have been, and will continue to be, required to devote significant management attention and resources to integrating the business practices and operations of the acquired companies with our business. Difficulties we may encounter as part of the integration process include the following:

- the consequences of a change in tax treatment, including the costs of integration and compliance and the possibility that the full benefits anticipated from the acquisition will not be realized;
- any delay in the integration of management teams, strategies, operations, products and services;
- · diversion of the attention of each company's management as a result of the acquisition;
- differences in business backgrounds, corporate cultures and management philosophies that may delay successful integration;
- the ability to retain key employees;
- the ability to create and enforce uniform standards, controls, procedures, policies and information systems;

- the challenge of integrating complex systems, technology, networks and other assets into those of ours in a seamless manner that minimizes any adverse impact on customers, suppliers, employees and other constituencies;
- potential unknown liabilities and unforeseen increased expenses or delays associated with the acquisition, including costs to integrate beyond current estimates;
- the ability to deduct or claim certain tax attributes or benefits such as operating losses, business or foreign tax credits; and
- the disruption of, or the loss of momentum in, each company's ongoing businesses or inconsistencies in standards, controls, procedures and policies.

Any of these factors could adversely affect each company's ability to maintain relationships with customers, suppliers, employees and other constituencies or our ability to achieve the anticipated benefits of the acquisition or could reduce each company's earnings or otherwise adversely affect our business and financial results.

The agreements governing our debt contain a number of restrictive covenants which will limit our ability to finance future operations, acquisitions or capital needs or engage in other business activities that may be in our interest.

The Credit Agreement and the indentures governing our debt contain a number of significant covenants that impose operating and other restrictions on us and our subsidiaries. Such restrictions affect or will affect, and in many respects limit or prohibit, among other things, our ability and the ability of certain of our subsidiaries to:

- · incur additional indebtedness;
- · create liens:
- pay dividends and make other distributions in respect of our equity securities;
- · redeem our equity securities;
- distribute excess cash flow from foreign to domestic subsidiaries;
- make certain investments or certain other restricted payments;
- sell certain kinds of assets;
- · enter into certain types of transactions with affiliates; and
- · effect mergers or consolidations.

In addition, our Credit Agreement also requires us to comply with a consolidated interest coverage ratio and consolidated leverage ratio. Our ability to comply with these ratios may be affected by events beyond our control.

These restrictions could limit our ability to plan for or react to market or economic conditions or meet capital needs or otherwise restrict our activities or business plans, and could adversely affect our ability to finance our operations, acquisitions, investments or strategic alliances or other capital needs or to engage in other business activities that would be in our interest.

A breach of any of these covenants or our inability to comply with the required financial ratios could result in a default under all or certain of our debt instruments. If an event of default occurs, our creditors could elect to:

 declare all borrowings outstanding, together with accrued and unpaid interest, to be immediately due and payable;

- require us to apply all of our available cash to repay the borrowings; or
- · prevent us from making debt service payments on certain of our borrowings.

If we were unable to repay or otherwise refinance these borrowings when due, the applicable creditors could sell the collateral securing certain of our debt instruments, which constitutes substantially all of our domestic and foreign, wholly owned subsidiaries' assets.

Our variable rate indebtedness subjects us to interest rate risk, which could cause our debt service obligations to increase significantly.

Borrowings under our Credit Agreement are at variable rates of interest and expose us to interest rate risk. If interest rates increase, our debt service obligations on the variable rate indebtedness will increase even though the amount borrowed remains the same, and our net income and cash flows, including cash available for servicing our indebtedness, will correspondingly decrease. A 1.00% increase in such interest rates would increase total interest expense under our Credit Agreement for the year ended September 30, 2016 by \$20.9 million, including the effect of our interest rate swaps. We may, from time to time, enter into additional interest rate swaps that involve the exchange of floating for fixed rate interest payments in order to reduce interest rate volatility. However, we may not maintain interest rate swaps with respect to all of our variable rate indebtedness, and any swaps we enter into may not fully mitigate our interest rate risk and could be subject to credit risk themselves.

If we are unable to continue to access credit on acceptable terms, our business may be adversely affected.

The state of the global credit markets could make it more difficult for us to access funds, refinance our existing indebtedness, enter into agreements for uncommitted bond facilities and new indebtedness, replace our existing revolving and term credit agreements or obtain funding through the issuance of our securities. We use credit facilities to support our working capital and acquisition needs. There is no guarantee that we can continue to renew our credit facility on terms as favorable as those in our existing credit facility and, if we are unable to do so, our costs of borrowing and our business may be adversely affected.

Our ability to grow and to compete in our industry will be harmed if we do not retain the continued services of our key technical and management personnel and identify, hire, and retain additional qualified personnel.

There is strong competition for qualified technical and management personnel in the sectors in which we compete. We may not be able to continue to attract and retain qualified technical and management personnel, such as engineers, architects and project managers, who are necessary for the development of our business or to replace qualified personnel in the timeframe demanded by our clients. Our planned growth may place increased demands on our resources and will likely require the addition of technical and management personnel and the development of additional expertise by existing personnel. In addition, we may occasionally enter into contracts before we have hired or retained appropriate staffing for that project. Also, some of our personnel hold government granted eligibility that may be required to obtain certain government projects. If we were to lose some or all of these personnel, they would be difficult to replace. In addition, we rely heavily upon the expertise and leadership of our senior management. If we are unable to retain executives and other key personnel, the roles and responsibilities of those employees will need to be filled, which may require that we devote time and resources to identify, hire and integrate new employees. Loss of the services of, or failure to recruit, key technical and management personnel could limit our ability to successfully complete existing projects and compete for new projects.

Our revenue and growth prospects may be harmed if we or our employees are unable to obtain government granted eligibility or other qualifications we and they need to perform services for our customers.

A number of government programs require contractors to have certain kinds of government granted eligibility, such as security clearance credentials. Depending on the project, eligibility can be difficult and time-consuming to obtain. If we or our employees are unable to obtain or retain the necessary eligibility, including local ownership requirements, we may not be able to win new business, and our existing customers could terminate their contracts with us or decide not to renew them. To the extent we cannot obtain or maintain the required security clearances for our employees working on a particular contract, we may not derive the revenue or profit anticipated from such contract.

Our industry is highly competitive and we may be unable to compete effectively, which could result in reduced revenue, profitability and market share.

We are engaged in a highly competitive business. The markets we serve are highly fragmented and we compete with a large number of regional, national and international companies. Certain of these competitors have greater financial and other resources than we do. Others are smaller and more specialized, and concentrate their resources in particular areas of expertise. The extent of our competition varies according to the particular markets and geographic area. In addition, the technical and professional aspects of some of our services generally do not require large upfront capital expenditures and provide limited barriers against new competitors.

The degree and type of competition we face is also influenced by the type and scope of a particular project. Our clients make competitive determinations based upon qualifications, experience, performance, reputation, technology, customer relationships and ability to provide the relevant services in a timely, safe and cost-efficient manner. Increased competition may result in our inability to win bids for future projects and loss of revenue, profitability and market share.

If we extend a significant portion of our credit to clients in a specific geographic area or industry, we may experience disproportionately high levels of collection risk and nonpayment if those clients are adversely affected by factors particular to their geographic area or industry.

Our clients include public and private entities that have been, and may continue to be, negatively impacted by the changing landscape in the global economy. While outside of the U.S. federal government, no one client accounted for over 10% of our revenue for fiscal 2016, we face collection risk as a normal part of our business where we perform services and subsequently bill our clients for such services, or when we make equity investments in majority or minority controlled large-scale client projects and other long-term capital projects before the project completes operational status or completes its project financing. In the event that we have concentrated credit risk from clients in a specific geographic area or industry, continuing negative trends or a worsening in the financial condition of that specific geographic area or industry could make us susceptible to disproportionately high levels of default by those clients. Such defaults could materially adversely impact our revenues and our results of operations.

Our services expose us to significant risks of liability and our insurance policies may not provide adequate coverage.

Our services involve significant risks of professional and other liabilities that may substantially exceed the fees that we derive from our services. In addition, we sometimes contractually assume liability to clients on projects under indemnification agreements. We cannot predict the magnitude of potential liabilities from the operation of our business. In addition, in the ordinary course of our business, we frequently make professional judgments and recommendations about environmental and engineering conditions of project sites for our clients. We may be deemed to be responsible for these judgments and recommendations if such judgments and recommendations are later determined to be inaccurate. Any unfavorable legal ruling against us could result in substantial monetary damages or even criminal violations.

Our professional liability policies cover only claims made during the term of the policy. Additionally, our insurance policies may not protect us against potential liability due to various exclusions in the policies and self-insured retention amounts. Partially or completely uninsured claims, if successful and of significant magnitude, could have a material adverse effect on our business.

Unavailability or cancellation of third-party insurance coverage would increase our overall risk exposure as well as disrupt the management of our business operations.

We maintain insurance coverage from third-party insurers as part of our overall risk management strategy and because some of our contracts require us to maintain specific insurance coverage limits. If any of our third-party insurers fail, suddenly cancel our coverage or otherwise are unable to provide us with adequate insurance coverage, then our overall risk exposure and our operational expenses would increase and the management of our business operations would be disrupted. In addition, there can be no assurance that any of our existing insurance coverage will be renewable upon the expiration of the coverage period or that future coverage will be affordable at the required limits.

If we do not have adequate indemnification for our services related to nuclear materials, it could adversely affect our business and financial condition.

We provide services to the Department of Energy relating to our nuclear weapons facilities and the nuclear energy industry in the ongoing maintenance and modification, as well as the decontamination and decommissioning, of our nuclear energy plants. Indemnification provisions under the Price-Anderson Act available to nuclear energy plant operators and Department of Energy contractors do not apply to all liabilities that we might incur while performing services as a radioactive materials cleanup contractor for the Department of Energy and the nuclear energy industry. If the Price-Anderson Act's indemnification protection does not apply to our services or if our exposure occurs outside the U.S., our business and financial condition could be adversely affected either by our client's refusal to retain us, by our inability to obtain commercially adequate insurance and indemnification, or by potentially significant monetary damages we may incur.

We also provide services to the United Kingdom's Nuclear Decommissioning Authority (NDA) relating to clean-up and decommissioning of the United Kingdom's public sector nuclear sites. Indemnification provisions under the Nuclear Installations Act 1965 available to nuclear site licensees, the Atomic Energy Authority, and the Crown, and contractual indemnification from the NDA do not apply to all liabilities that we might incur while performing services as a clean-up and decommissioning contractor for the NDA. If the Nuclear Installations Act 1965 and contractual indemnification protection does not apply to our services or if our exposure occurs outside the United Kingdom, our business and financial condition could be adversely affected either by our client's refusal to retain us, by our inability to obtain commercially adequate insurance and indemnification, or by potentially significant monetary damages we may incur.

Our backlog of uncompleted projects under contract is subject to unexpected adjustments and cancellations and, thus may not accurately reflect future revenue and profits.

At September 30, 2016, our contracted backlog was approximately \$23.7 billion, our awarded backlog was approximately \$15.4 billion and our unconsolidated joint venture backlog was approximately \$3.7 billion for a total backlog of \$42.8 billion. Our contracted backlog includes revenue we expect to record in the future from signed contracts and, in the case of a public sector client, where the project has been funded. Our awarded backlog includes revenue we expect to record in the future where we have been awarded the work, but the contractual agreement has not yet been signed. We cannot guarantee that future revenue will be realized from either category of backlog or, if realized, will result in profits. Many projects may remain in our backlog for an extended period of time because of the size or long-term nature of the contract. In addition, from time to time, projects are delayed, scaled back or canceled. These types of

backlog reductions adversely affect the revenue and profits that we ultimately receive from contracts reflected in our backlog.

We have submitted claims to clients for work we performed beyond the initial scope of some of our contracts. If these clients do not approve these claims, our results of operations could be adversely impacted.

We typically have pending claims submitted under some of our contracts for payment of work performed beyond the initial contractual requirements for which we have already recorded revenue. In general, we cannot guarantee that such claims will be approved in whole, in part, or at all. Often, these claims can be the subject of lengthy arbitration or litigation proceedings, and it is difficult to accurately predict when these claims will be fully resolved. When these types of events occur and unresolved claims are pending, we have used working capital in projects to cover cost overruns pending the resolution of the relevant claims. If these claims are not approved, our revenue may be reduced in future periods.

In conducting our business, we depend on other contractors, subcontractors and equipment and material providers. If these parties fail to satisfy their obligations to us or other parties or if we are unable to maintain these relationships, our revenue, profitability and growth prospects could be adversely affected.

We depend on contractors, subcontractors and equipment and material providers in conducting our business. There is a risk that we may have disputes with our subcontractors arising from, among other things, the quality and timeliness of work performed by the subcontractor, customer concerns about the subcontractor, or our failure to extend existing task orders or issue new task orders under a subcontract. Also, to the extent that we cannot acquire equipment and materials at reasonable costs, or if the amount we are required to pay exceeds our estimates, our ability to complete a project in a timely fashion or at a profit may be impaired. In addition, if any of our subcontractors fail to deliver on a timely basis the agreed-upon supplies and/or perform the agreed-upon services, our ability to fulfill our obligations as a prime contractor may be jeopardized; we could be held responsible for such failures and/or we may be required to purchase the supplies or services from another source at a higher price. This may reduce the profit to be realized or result in a loss on a project for which the supplies or services are needed.

We also rely on relationships with other contractors when we act as their subcontractor or joint venture partner. Our future revenue and growth prospects could be adversely affected if other contractors eliminate or reduce their subcontracts or joint venture relationships with us, or if a government agency terminates or reduces these other contractors' programs, does not award them new contracts or refuses to pay under a contract. In addition, due to "pay when paid" provisions that are common in subcontracts in certain countries, including the U.S., we could experience delays in receiving payment if the prime contractor experiences payment delays.

If clients use our reports or other work product without appropriate disclaimers or in a misleading or incomplete manner, or if our reports or other work product are not in compliance with professional standards and other regulations, our business could be adversely affected.

The reports and other work product we produce for clients sometimes include projections, forecasts and other forward-looking statements. Such information by its nature is subject to numerous risks and uncertainties, any of which could cause the information produced by us to ultimately prove inaccurate. While we include appropriate disclaimers in the reports that we prepare for our clients, once we produce such written work product, we do not always have the ability to control the manner in which our clients use such information. As a result, if our clients reproduce such information to solicit funds from investors for projects without appropriate disclaimers and the information proves to be incorrect, or if our clients reproduce such information for potential investors in a misleading or incomplete manner, our clients or such investors may threaten to or file suit against us for, among other things, securities law violations. For example, in August 2016, AECOM Australia and other parties entered into a settlement related to, among

other things, alleged deficiencies in AECOM Australia's traffic forecast. If we were found to be liable for any claims related to our client work product, our business could be adversely affected.

In addition, our reports and other work product may need to comply with professional standards, licensing requirements, securities regulations and other laws and rules governing the performance of professional services in the jurisdiction where the services are performed. We could be liable to third parties who use or rely upon our reports and other work product even if we are not contractually bound to those third parties. These events could in turn result in monetary damages and penalties.

Failure to adequately protect, maintain, or enforce our rights in our intellectual property may adversely limit our competitive position.

Our success depends, in part, upon our ability to protect our intellectual property. We rely on a combination of intellectual property policies and other contractual arrangements to protect much of our intellectual property where we do not believe that trademark, patent or copyright protection is appropriate or obtainable. Trade secrets are generally difficult to protect. Although our employees are subject to confidentiality obligations, this protection may be inadequate to deter or prevent misappropriation of our confidential information and/or the infringement of our patents and copyrights. Further, we may be unable to detect unauthorized use of our intellectual property or otherwise take appropriate steps to enforce our rights. Failure to adequately protect, maintain, or enforce our intellectual property rights may adversely limit our competitive position.

Negotiations with labor unions and possible work actions could divert management attention and disrupt operations. In addition, new collective bargaining agreements or amendments to agreements could increase our labor costs and operating expenses.

We regularly negotiate with labor unions and enter into collective bargaining agreements. The outcome of any future negotiations relating to union representation or collective bargaining agreements may not be favorable to us. We may reach agreements in collective bargaining that increase our operating expenses and lower our net income as a result of higher wages or benefit expenses. In addition, negotiations with unions could divert management attention and disrupt operations, which may adversely affect our results of operations. If we are unable to negotiate acceptable collective bargaining agreements, we may have to address the threat of union-initiated work actions, including strikes. Depending on the nature of the threat or the type and duration of any work action, these actions could disrupt our operations and adversely affect our operating results.

Our charter documents contain provisions that may delay, defer or prevent a change of control.

Provisions of our certificate of incorporation and bylaws could make it more difficult for a third party to acquire control of us, even if the change in control would be beneficial to stockholders. These provisions include the following:

- removal of directors for cause only;
- ability of our Board of Directors to authorize the issuance of preferred stock in series without stockholder approval;
- two-thirds stockholder vote requirement to approve specified business combinations, which include a sale of substantially all of our assets;
- vesting of exclusive authority in our Board of Directors to determine the size of the board (subject to limited exceptions) and to fill vacancies;
- advance notice requirements for stockholder proposals and nominations for election to our Board of Directors; and

 prohibitions on our stockholders from acting by written consent and limitations on calling special meetings.

Changes in tax laws could increase our worldwide tax rate and materially affect our results of operations

Many international legislative and regulatory bodies have proposed legislation and begun investigations of the tax practices of multinational companies and, in the European Union (EU), the tax policies of certain EU member states. One of these efforts has been led by the OECD, an international association of 34 countries including the United States, which has finalized recommendations to revise corporate tax, transfer pricing, and tax treaty provisions in member countries. Since 2013, the European Commission (EC) has been investigating tax rulings granted by tax authorities in a number of EU member states with respect to specific multinational corporations to determine whether such rulings comply with EU rules on state aid, as well as more recent investigations of the tax regimes of certain EU member states. If the EC determines that a tax ruling or tax regime violates the state aid restrictions, the tax authorities of the affected EU member state may be required to collect back taxes for the period of time covered by the ruling. In late 2015 and 2016, the EC declared that tax rulings by tax authorities in Luxembourg, the Netherlands, Belgium and Ireland did not comply with the EU state aid restrictions. Due to the large scale of our U.S. and international business activities, many of these proposed changes to the taxation of our activities, if enacted, could increase our worldwide effective tax rate and harm results of operations.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

Our corporate offices are located in approximately 31,500 square feet of space at 1999 Avenue of the Stars, Los Angeles, California. Our other offices consist of an aggregate of approximately 13.5 million square feet worldwide. We also maintain smaller administrative or project offices. Virtually all of our offices are leased. See Note 11 in the notes to our consolidated financial statements for information regarding our lease obligations. We believe our current properties are adequate for our business operations and are not currently underutilized. We may add additional facilities from time to time in the future as the need arises.

ITEM 3. LEGAL PROCEEDINGS

As a government contractor, we are subject to various laws and regulations that are more restrictive than those applicable to non-government contractors. Intense government scrutiny of contractors' compliance with those laws and regulations through audits and investigations is inherent in government contracting and, from time to time, we receive inquiries, subpoenas, and similar demands related to our ongoing business with government entities. Violations can result in civil or criminal liability as well as suspension or debarment from eligibility for awards of new government contracts or option renewals.

We are involved in various investigations, claims and lawsuits in the normal conduct of our business. We are not always aware if we or our affiliates are under investigation or the status of such matters. Although the outcome of our legal proceedings cannot be predicted with certainty and no assurances can be provided, in the opinion of our management, based upon current information and discussions with counsel, with the exception of the matters noted in Note 18, Commitments and Contingencies, to the financial statements contained in this report to the extent stated therein, none of the investigations, claims and lawsuits in which we are involved is expected to have a material adverse effect on our consolidated financial position, results of operations, cash flows or our ability to conduct business. See Note 18, "Commitments and Contingencies," to the financial statements contained in this report for a discussion of

certain matters to which we are a party. The information set forth in such note is incorporated by reference into this Item 3. From time to time, we establish reserves for litigation when we consider it probable that a loss will occur.

ITEM 4. MINE SAFETY DISCLOSURES

The Company does not act as the owner of any mines, but we may act as a mining operator as defined under the Federal Mine Safety and Health Act of 1977 where we may be a lessee of a mine, a person who operates, controls or supervises such mine, or an independent contractor performing services or construction of such mine. Information concerning mine safety violations or other regulatory matters required by Section 1503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Item 104 of Regulation S-K is included in Exhibit 95.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Our common stock is listed on the New York Stock Exchange (NYSE). According to the records of our transfer agent, there were 2,555 stockholders of record as of November 2, 2016. The following table sets forth the low and high closing sales prices of a share of our common stock during each of the fiscal quarters presented, based upon quotations on the NYSE consolidated reporting system:

	Low Sales Price (\$)	High Sales Price (\$)
Fiscal 2016:		
First quarter	28.08	33.12
Second quarter	22.80	31.90
Third quarter	29.06	34.05
Fourth quarter	27.56	36.20
	Low Sales Price (\$)	High Sales Price (\$)
Fiscal 2015:		
Fiscal 2015:		
Fiscal 2015: First quarter	Price (\$)	Price (\$)
Fiscal 2015:	Price (\$) 27.23	Price (\$) 34.24

We have not paid a cash dividend since our inception and our Credit Agreement restricts the Company's ability to pay cash dividends.

Equity Compensation Plans

The following table presents certain information about shares of AECOM common stock that may be issued under our equity compensation plans as of September 30, 2016:

•	Column A	Column B	Column C
Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants, and rights(1)	Weighted-average exercise price of outstanding options, warrants, and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in Column A)
Equity compensation plans not approved by stockholders:	N/A	N/A	N/A
stockholders: AECOM Stock Incentive Plans AECOM Employee Stock Purchase Plan(4) Total	6,664,899(2) N/A 6,664,899	\$30.36(3) N/A \$30.36	10,881,790 3,891,374 14,773,164

⁽¹⁾ The table does not include information for the 462,964 shares issued under the URS Corporation 2008 Equity Incentive Plan (URS Incentive Plan) assumed by AECOM in connection with its acquisition of URS Corporation. No additional equity awards may be granted under the URS Incentive Plan.

⁽²⁾ Includes 876,795 shares issuable upon the exercise of stock options, 3,569,321 shares issuable upon the vesting of Restricted Stock Units and 2,218,783 shares issuable if specified performance targets are met under Performance Earnings Program Awards (PEP).

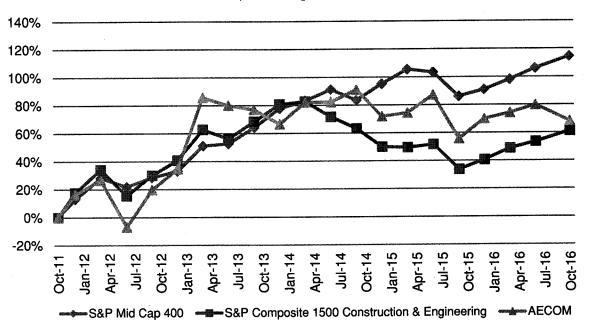
⁽³⁾ Weighted-average exercise price of outstanding options only.

⁽⁴⁾ Amounts only reflected in column (c) and include all shares available for future issuance and subject to outstanding rights.

Performance Measurement Comparison(1)

The following chart compares the cumulative total stockholder return of AECOM stock (ACM) with the cumulative total return of the S&P MidCap 400 and the S&P Composite 1500 Construction & Engineering(2) indices from October 1, 2011 to September 30, 2016. We believe the S&P MidCap 400, on which we are listed, is an appropriate independent broad market index, since it measures the performance of similar mid-sized companies in numerous sectors. In addition, we believe the S&P Composite 1500 Construction & Engineering Index is an appropriate published industry index since it measures the performance of engineering and construction companies.

Comparison of Cumulative Total Return October 1, 2011—September 30, 2016



Stock Repurchase Program

The Company's Board of Directors has authorized the repurchase of up to \$1.0 billion in Company stock. Stock repurchases can be made through open market purchases or other methods, including pursuant to a Rule 10b5-1 plan. From the inception of the stock repurchase program, the Company has purchased a total of 27.4 million shares at an average price of \$24.10 per share, for a total cost of \$660.1 million through September 30, 2014. No stock repurchases were made under the stock repurchase program for the years ended September 30, 2016 and 2015.

(2) The S&P Composite 1500 Construction & Engineering Index contains the following public companies:

AECOM Aegion Corporation Comfort Systems USA, Inc. Dycom Industries, Inc. EMCOR Group, Inc. Fluor Corporation Granite Construction Incorporated Jacobs Engineering Group Inc. KBR, Inc. MYR Group, Inc. Orion Marine Group, Inc. Quanta Services, Inc. Valmont Industries, Inc.

⁽¹⁾ This section is not "soliciting material," is not deemed "filed" with the SEC and is not incorporated by reference in any of our filings under the Securities Act or Exchange Act whether made before or after the date hereof and irrespective of any general incorporation language in any such filing.

ITEM 6. SELECTED FINANCIAL DATA

SELECTED CONSOLIDATED FINANCIAL DATA

You should read the following selected consolidated financial data along with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and the accompanying notes, which are included in this Form 10-K. We derived the selected consolidated financial data from our audited consolidated financial statements.

	Year Ended September 30,					
	2016	5	2015	2014	2013	2012
			(in millions	, except sha	are data)	
Consolidated Statement of Operations Data:	44.5 4	4.4	#17 000	#0.25	00.153	#0.310
Revenue	\$17,4		\$17,990	\$8,357	\$8,153	\$8,218 7,706
Cost of revenue	16,7	_	17,455	7,954	7,703	7,796
Gross profit		43	535	403	450	422
Equity in earnings of joint ventures		04	106	58	24	49
General and administrative expenses	`	15)	(114)	(81)	(97)	(81)
Acquisition and integration expenses	•	14)	(398)	(27)	_	
Loss on disposal activities	(43)				(336)
		<u> </u>	120	252	277	
Income from operations	3	75	129 19	353 3	377 4	54 11
Other income	(2	8 (58)	(299)	(41)	(45)	(47)
Interest expense		—′	 ′			
Income (loss) before income tax expense		25	(151)	315	336 93	18 75
Income tax (benefit) expense		<u>38</u>)	(80)	82		
Net income (loss)	1	63	(71)		243	(57)
subsidiaries, net of tax	(<u>(67)</u>	(84)	(3)	(4)	(2)
Net income (loss) attributable to AECOM	\$	96	\$ (155)	\$ 230	\$ 239	<u>\$ (59)</u>
Net income (loss) attributable to AECOM per share:				*		
Basic		.62	\$ (1.04)		\$ 2.38	\$(0.52)
Diluted	\$ 0	.62	\$ (1.04)	\$ 2.33	\$ 2.35	<u>\$(0.52)</u>
Weighted average shares outstanding: (in millions)				0.00	404	110
Basic		155	150	97	101	112
Diluted	J	56	150	99	102	112
_				d Septembe		
	2016		2015	2014	2013	2012
0.4 7.4		(in	millions, ex	cept emplo	yee data)	
Other Data:	399	\$	599 \$	95	\$ 94	\$ 103
Depreciation and amortization(1)	p 377	ψ	<i>эээ</i>)5	Ψ	Ψ 105
assets(2)	202		391	24	21	24
Capital expenditures, net of disposals	137		69	63	52	63
\mathcal{C}	\$23,710		,	•	\$ 8,753	\$ 8,499
Number of full-time and part-time employees	87,000	Ģ	92,000	43,300	45,500	46,800

⁽¹⁾ Includes amortization of deferred debt issuance costs.

⁽²⁾ Included in depreciation and amortization above.

	As of September 30,				
	2016	2015	2014	2013	2012
		(i	n millions)		
Consolidated Balance Sheet Data:					
Cash and cash equivalents	\$ 692	\$ 684	\$ 574	\$ 601	\$ 594
Working capital		1,410	978	1,078	1,069
Total assets	13,727	14,014	6,123	5,666	5,665
Long-term debt excluding current portion	3,759	4,447	940	1,089	907
AECOM Stockholders' equity	3,367	3,408	2,187	2,021	2,169

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

This Annual Report on Form 10-K contains forward-looking statements within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 that are not limited to historical facts, but reflect the Company's current beliefs, expectations or intentions regarding future events. These statements include forward-looking statements with respect to the Company, including the Company's business and operations, and the engineering and construction industry. Statements that are not historical facts, without limitation, including statements that use terms such as "anticipates," "believes," "expects," "intends," "plans," "projects," and "will" and that relate to our plans and objectives for future operations, are forward-looking statements. In light of the risks and uncertainties inherent in all forward-looking statements, the inclusion of such statements in this Annual Report should not be considered as a representation by us or any other person that our objectives or plans will be achieved. Although management believes that the assumptions underlying the forward-looking statements are reasonable, these assumptions and the forward-looking statements are subject to various factors, risks and uncertainties, many of which are beyond our control, including, but not limited to, the fact that demand for our services is cyclical and vulnerable to economic downturns and reduction in government and private industry spending; our dependence on long-term government contracts, which are subject to uncertainties concerning the government's budgetary approval process; the possibility that our government contracts may be terminated by the government; the risk of employee misconduct or our failure to comply with laws and regulations; legal, security, political, and economic risks in the countries in which we operate; competition in our industry; maintaining adequate surety and financial capacity; cyber security breaches; information technology interruptions or data losses; liabilities under environmental laws; fluctuations in demand for oil and gas services; our substantial indebtedness; the ability to retain key personnel; global tax compliance; changes in financial markets, interest rates and foreign currency exchange rates; and those additional risks and factors discussed in this Annual Report on Form 10-K and any subsequent reports we file with the SEC. Accordingly, actual results could differ materially from those contemplated by any forwardlooking statement.

All subsequent written and oral forward-looking statements concerning the Company or other matters attributable to the Company or any person acting on its behalf are expressly qualified in their entirety by the cautionary statements above. You are cautioned not to place undue reliance on these forward-looking statements, which speak only to the date they are made. The Company is under no obligation (and expressly disclaims any such obligation) to update or revise any forward-looking statement that may be made from time to time, whether as a result of new information, future developments or otherwise. Please review "Part I, Item 1A—Risk Factors" in this Annual Report for a discussion of the factors, risks and uncertainties that could affect our future results.

Our fiscal year consists of 52 or 53 weeks, ending on the Friday closest to September 30. For clarity of presentation, we present all periods as if the year ended on September 30. We refer to the fiscal year ended September 30, 2015 as "fiscal 2015" and the fiscal year ended September 30, 2016 as "fiscal 2016."

Overview

We are a leading provider of planning, consulting, architectural and engineering design services for public and private clients around the world. We provide our services in a broad range of end markets.

Our business focuses primarily on providing fee-based planning, consulting, architectural and engineering design services and, therefore, our business is labor and not capital intensive. We derive income from our ability to generate revenue and collect cash from our clients through the billing of our employees' time spent on client projects and our ability to manage our costs.

We report our business through three segments: Design and Consulting Services (DCS), Construction Services (CS), and Management Services (MS). Such segments are organized by the types of services provided, the differing specialized needs of the respective clients, and how we manage the business. We

have aggregated various operating segments into our reportable segments based on their similar characteristics, including similar long-term financial performance, the nature of services provided, internal processes for delivering those services, and types of customers.

Our DCS segment delivers planning, consulting, architectural and engineering design services to commercial and government clients worldwide in major end markets such as transportation, facilities, environmental, energy, water and government. DCS revenue is primarily derived from fees from services that we provide, as opposed to pass-through costs from subcontractors.

Our CS segment provides construction services, including building construction and energy, infrastructure and industrial construction, primarily in the Americas. CS revenue typically includes a significant amount of pass-through costs from subcontractors.

Our MS segment provides program and facilities management and maintenance, training, logistics, consulting, technical assistance, and systems integration and information technology services, primarily for agencies of the U.S. government and also for national governments around the world. MS revenue typically includes a significant amount of pass-through costs from subcontractors.

Our revenue is dependent on our ability to attract and retain qualified and productive employees, identify business opportunities, integrate and maximize the value of our recent acquisitions, allocate our labor resources to profitable and high growth markets, secure new contracts and renew existing client agreements. Demand for our services is cyclical and may be vulnerable to sudden economic downturns and reductions in government and private industry spending, which may result in clients delaying, curtailing or canceling proposed and existing projects. Moreover, as a professional services company, maintaining the high quality of the work generated by our employees is integral to our revenue generation and profitability.

Our costs consist primarily of the compensation we pay to our employees, including salaries, fringe benefits, the costs of hiring subcontractors, other project-related expenses and sales, general and administrative costs.

We define revenue provided by acquired companies as revenue included in the current period up to twelve months subsequent to their acquisition date. Throughout this section, we refer to companies we acquired in the last twelve months as "acquired companies."

Commodity price volatility has negatively impacted our oil and gas business especially in North American and other petro-dollar funded markets and we expect that existing and future projects will be deferred, suspended or terminated.

In December 2015, the federal legislation referred to as the Fixing America's Surface Transportation Act (the FAST Act) was authorized. The FAST Act is a five-year federal program expected to provide infrastructure spending on roads, bridges, and public transit and rail systems. While client spending patterns are likely to remain uneven, we expect that the passage of the FAST Act will positively impact our transportation services business in the next several years.

Our MS segment fiscal 2016 results benefited from favorable project, pension and legal resolutions, which we do not expect to repeat in fiscal 2017. Also, the MS segment wound down several government projects in fiscal 2016, such as our contract to manage the Sellafield nuclear site in the United Kingdom, which could impact near-term performance.

We expect to benefit from the return on a portion of our AECOM Capital investments in the next twelve months.

We cannot determine if future climate change and greenhouse gas laws and policies, such as the United Nation's COP-21 Paris Agreement, will have a material impact on our business or our clients' business; however, we expect future environmental laws and policies could negatively impact demand for

our services related to fossil fuel projects and positively impact demand for our services related to environmental, infrastructure, nuclear and alternative energy projects.

Acquisitions

The aggregate value of all consideration for our acquisitions consummated during the year ended September 30, 2016, 2015 and 2014 was \$5.5 million, \$5,147.9 million, and \$88.5 million, respectively.

All of our acquisitions have been accounted for as business combinations and the results of operations of the acquired companies have been included in our consolidated results since the dates of the acquisitions.

Components of Income and Expense

	Year Ended September 30,				
	2016	2015	2014	2013	2012
		(in	millions)		
Other Financial Data:					
Revenue	\$17,411	\$17,990	\$8,357	\$8,153	\$8,218
Cost of revenue	16,768	17,455	7,954	7,703	7,796
Gross profit	643	535	403	450	422
Equity in earnings of joint ventures	104	106	58	24	49
General and administrative expenses	(115)	(114)	(81)	(97)	(81)
Acquisition and integration expenses	(214)	(398)	(27)		
Loss on disposal activities	(43)	_	_	_	
Goodwill impairment					(336)
Income from operations	\$ 375	<u>\$ 129</u>	\$ 353	\$ 377	\$ 54

Revenue

We generate revenue primarily by providing planning, consulting, architectural and engineering design services to commercial and government clients around the world. Our revenue consists of both services provided by our employees and pass-through fees from subcontractors and other direct costs. We generally utilize a cost-to-cost approach in applying the percentage-of-completion method of revenue recognition. Under this approach, revenue is earned in proportion to total costs incurred, divided by total costs expected to be incurred.

Cost of Revenue

Cost of revenue reflects the cost of our own personnel (including fringe benefits and overhead expense) associated with revenue.

Amortization Expense of Acquired Intangible Assets

Included in our cost of revenue is amortization of acquired intangible assets. We have ascribed value to identifiable intangible assets other than goodwill in our purchase price allocations for companies we have acquired. These assets include, but are not limited to, backlog and customer relationships. To the extent we ascribe value to identifiable intangible assets that have finite lives, we amortize those values over the estimated useful lives of the assets. Such amortization expense, although non-cash in the period expensed, directly impacts our results of operations. It is difficult to predict with any precision the amount of expense we may record relating to acquired intangible assets.

Equity in Earnings of Joint Ventures

Equity in earnings of joint ventures includes our portion of fees charged by our unconsolidated joint ventures to clients for services performed by us and other joint venture partners along with earnings we receive from investments in unconsolidated joint ventures.

General and Administrative Expenses

General and administrative expenses include corporate overhead expenses, including personnel, occupancy, and administrative expenses.

Acquisition and Integration Expenses

Acquisition and integration expenses are comprised of transaction costs, professional fees, and personnel costs, including due diligence and integration activities, primarily related to the acquisition of URS Corporation.

Goodwill Impairment

See Critical Accounting Policies and Consolidated Results below.

Income Tax (Benefit) Expense

As a global enterprise, income tax (benefit)/expense and our effective tax rates can be affected by many factors, including changes in our worldwide mix of pre-tax losses/earnings, the effect of non-controlling interest in income of consolidated subsidiaries, the extent to which the earnings are indefinitely reinvested outside of the United States, our acquisition strategy, tax incentives and credits available to us, changes in judgment regarding the realizability of our deferred tax assets, changes in existing tax laws and our assessment of uncertain tax positions. Our tax returns are routinely audited by the taxing authorities and settlements of issues raised in these audits can also sometimes affect our effective tax rate.

Critical Accounting Policies

Our financial statements are presented in accordance with accounting principles generally accepted in the United States (GAAP). Highlighted below are the accounting policies that management considers significant to understanding the operations of our business.

Revenue Recognition

We generally utilize a cost-to-cost approach in applying the percentage-of-completion method of revenue recognition, under which revenue is earned in proportion to total costs incurred, divided by total costs expected to be incurred. Recognition of revenue and profit under this method is dependent upon a number of factors, including the accuracy of a variety of estimates, including engineering progress, material quantities, the achievement of milestones, penalty provisions, labor productivity and cost estimates. Due to uncertainties inherent in the estimation process, it is possible that actual completion costs may vary from estimates. If estimated total costs on contracts indicate a loss, we recognize that estimated loss in the period the estimated loss first becomes known.

Claims Recognition

Claims are amounts in excess of the agreed contract price (or amounts not included in the original contract price) that we seek to collect from customers or others for delays, errors in specifications and designs, contract terminations, change orders in dispute or unapproved contracts as to both scope and price or other causes of unanticipated additional costs. We record contract revenue related to claims only if

it is probable that the claim will result in additional contract revenue and if the amount can be reliably estimated. In such cases, we record revenue only to the extent that contract costs relating to the claim have been incurred. The amounts recorded, if material, are disclosed in the notes to the financial statements. Costs attributable to claims are treated as costs of contract performance as incurred.

Government Contract Matters

Our federal government and certain state and local agency contracts are subject to, among other regulations, regulations issued under the Federal Acquisition Regulations (FAR). These regulations can limit the recovery of certain specified indirect costs on contracts and subject us to ongoing multiple audits by government agencies such as the Defense Contract Audit Agency (DCAA). In addition, most of our federal and state and local contracts are subject to termination at the discretion of the client.

Audits by the DCAA and other agencies consist of reviews of our overhead rates, operating systems and cost proposals to ensure that we account for such costs in accordance with the Cost Accounting Standards of the FAR (CAS). If the DCAA determines we have not accounted for such costs consistent with CAS, the DCAA may disallow these costs. There can be no assurance that audits by the DCAA or other governmental agencies will not result in material cost disallowances in the future.

Allowance for Doubtful Accounts

We record accounts receivable net of an allowance for doubtful accounts. This allowance for doubtful accounts is estimated based on management's evaluation of the contracts involved and the financial condition of our clients. The factors we consider in our contract evaluations include, but are not limited to:

- Client type—federal or state and local government or commercial client;
- Historical contract performance;
- Historical collection and delinquency trends;
- · Client credit worthiness; and
- General economic conditions.

Unbilled Accounts Receivable and Billings in Excess of Costs on Uncompleted Contracts

Unbilled accounts receivable represents the contract revenue recognized but not yet billed pursuant to contract terms or accounts billed after the period end.

Billings in excess of costs on uncompleted contracts represent the billings to date, as allowed under the terms of a contract, but not yet recognized as contract revenue using the percentage-of-completion accounting method.

Investments in Unconsolidated Joint Ventures

We have noncontrolling interests in joint ventures accounted for under the equity method. Fees received for and the associated costs of services performed by us and billed to joint ventures with respect to work done by us for third-party customers are recorded as our revenues and costs in the period in which such services are rendered. In certain joint ventures, a fee is added to the respective billings from both ourselves and the other joint venture partners on the amounts billed to the third-party customers. These fees result in earnings to the joint venture and are split with each of the joint venture partners and paid to the joint venture partners upon collection from the third-party customer. We record our allocated share of these fees as equity in earnings of joint ventures.

Income Taxes

We provide for income taxes in accordance with principles contained in ASC Topic 740, Income Taxes. Under these principles, we recognize the amount of income tax payable or refundable for the current year and deferred tax assets and liabilities for the future tax consequences of events that have been recognized in our financial statements or tax returns.

Deferred tax assets and liabilities are measured using enacted tax rates in effect for the year in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in earnings in the period when the new rate is enacted. Deferred tax assets are evaluated for future realization and reduced by a valuation allowance if it is more likely than not that a portion will not be realized.

We measure and recognize the amount of tax benefit that should be recorded for financial statement purposes for uncertain tax positions taken or expected to be taken in a tax return. With respect to uncertain tax positions, we evaluate the recognized tax benefits for recognition, measurement, derecognition, classification, interest and penalties, interim period accounting and disclosure requirements. Judgment is required in assessing the future tax consequences of events that have been recognized in our financial statements or tax returns.

Valuation Allowance. Deferred income taxes are provided on the liability method whereby deferred tax assets and liabilities are established for the difference between the financial reporting and income tax basis of assets and liabilities, as well as for tax attributes such as operating loss and tax credit carryforwards. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and tax rates on the date of enactment of such changes to laws and tax rates.

Deferred tax assets are reduced by a valuation allowance when, in our opinion, it is more likely than not that some portion or all of the deferred tax assets may not be realized. The evaluation of the recoverability of the deferred tax asset requires the Company to weigh all positive and negative evidence to reach a conclusion that it is more likely than not that all or some portion of the deferred tax assets will not be realized. The weight given to the evidence is commensurate with the extent to which it can be objectively verified. Whether a deferred tax asset may be realized requires considerable judgment by us. In considering the need for a valuation allowance, we consider a number of factors including the nature, frequency, and severity of cumulative financial reporting losses in recent years, the future reversal of existing temporary differences, predictability of future taxable income exclusive of reversing temporary differences of the character necessary to realize the asset, relevant carryforward periods, taxable income in carry-back years if carry-back is permitted under tax law, and prudent and feasible tax planning strategies that would be implemented, if necessary, to protect against the loss of the deferred tax asset that would otherwise expire. Whether a deferred tax asset will ultimately be realized is also dependent on varying factors, including, but not limited to, changes in tax laws and audits by tax jurisdictions in which we operate.

If future changes in judgment regarding the realizability of our deferred tax assets lead us to determine that it is more likely than not that we will not realize all or part of our deferred tax asset in the future, we will record an additional valuation allowance. Conversely, if a valuation allowance exists and we determine that the ultimate realizability of all or part of the net deferred tax asset is more likely than not to be realized, then the amount of the valuation allowance will be reduced. This adjustment will increase or decrease income tax expense in the period of such determination.

Undistributed Non-U.S. Earnings. The results of our operations outside of the United States are consolidated for financial reporting; however, earnings from investments in non-U.S. operations are included in domestic U.S. taxable income only when actually or constructively received. No deferred taxes have been provided on the undistributed gross book-tax basis differences of our non-U.S. operations of approximately \$1.6 billion because we have the ability to and intend to permanently reinvest these basis

differences overseas. If we were to repatriate these basis differences, additional taxes could be due at that time.

We continually explore initiatives to better align our tax and legal entity structure with the footprint of our non-U.S. operations and we recognize the tax impact of these initiatives, including changes in assessment of its uncertain tax positions, indefinite reinvestment exception assertions and realizability of deferred tax assets earliest in the period when management believes all necessary internal and external approvals associated with such initiatives have been obtained, or when the initiatives are materially complete.

Goodwill and Acquired Intangible Assets

Goodwill represents the excess of amounts paid over the fair value of net assets acquired from an acquisition. In order to determine the amount of goodwill resulting from an acquisition, we perform an assessment to determine the value of the acquired company's tangible and identifiable intangible assets and liabilities. In our assessment, we determine whether identifiable intangible assets exist, which typically include backlog and customer relationships.

We test goodwill for impairment annually for each reporting unit in the fourth quarter of the fiscal year, and between annual tests if events occur or circumstances change which suggest that goodwill should be evaluated. Such events or circumstances include significant changes in legal factors and business climate, recent losses at a reporting unit, and industry trends, among other factors. A reporting unit is defined as an operating segment or one level below an operating segment. Our impairment tests are performed at the operating segment level as they represent our reporting units.

The impairment test is a two-step process. During the first step, we estimate the fair value of the reporting unit using income and market approaches, and compare that amount to the carrying value of that reporting unit. In the event the fair value of the reporting unit is determined to be less than the carrying value, a second step is required. The second step requires us to perform a hypothetical purchase allocation for that reporting unit and to compare the resulting current implied fair value of the goodwill to the current carrying value of the goodwill for that reporting unit. In the event that the current implied fair value of the goodwill is less than the carrying value, an impairment charge is recognized.

During the fourth quarter, we conduct our annual goodwill impairment test. The impairment evaluation process includes, among other things, making assumptions about variables such as revenue growth rates, profitability, discount rates, and industry market multiples, which are subject to a high degree of judgment.

Material assumptions used in the impairment analysis included the weighted average cost of capital (WACC) percent and terminal growth rates. For example, as of September 30, 2016, a 1% increase in the WACC rate represents a \$800 million decrease to the fair value of our reporting units. As of September 30, 2016, a 1% decrease in the terminal growth rate represents a \$400 million decrease to the fair value of our reporting units.

Pension Benefit Obligations

A number of assumptions are necessary to determine our pension liabilities and net periodic costs. These liabilities and net periodic costs are sensitive to changes in those assumptions. The assumptions include discount rates, long-term rates of return on plan assets and inflation levels limited to the United Kingdom and are generally determined based on the current economic environment in each host country at the end of each respective annual reporting period. We evaluate the funded status of each of our retirement plans using these current assumptions and determine the appropriate funding level considering applicable regulatory requirements, tax deductibility, reporting considerations and other factors. Based upon current assumptions, we expect to contribute \$24 million to our international plans in fiscal 2017. We have a required minimum contribution of \$0.4 million for one of our U.S. qualified plans. In addition, we

may make additional discretionary contributions. We currently expect to contribute \$9.8 million to our U.S. plans (including benefit payments to nonqualified plans and postretirement medical plans) in fiscal 2017. If the discount rate was reduced by 25 basis points, plan liabilities would increase by approximately \$93.3 million. If the discount rate and return on plan assets were reduced by 25 basis points, plan expense would decrease by approximately \$0.1 million and increase by approximately \$3.2 million, respectively. If inflation increased by 25 basis points, plan liabilities in the United Kingdom would increase by approximately \$45.8 million and plan expense would increase by approximately \$2.7 million.

At each measurement date, all assumptions are reviewed and adjusted as appropriate. With respect to establishing the return on assets assumption, we consider the long term capital market expectations for each asset class held as an investment by the various pension plans. In addition to expected returns for each asset class, we take into account standard deviation of returns and correlation between asset classes. This is necessary in order to generate a distribution of possible returns which reflects diversification of assets. Based on this information, a distribution of possible returns is generated based on the plan's target asset allocation.

Capital market expectations for determining the long term rate of return on assets are based on forward-looking assumptions which reflect a 20-year view of the capital markets. In establishing those capital market assumptions and expectations, we rely on the assistance of our actuaries and our investment consultants. We and the plan trustees review whether changes to the various plans' target asset allocations are appropriate. A change in the plans' target asset allocations would likely result in a change in the expected return on asset assumptions. In assessing a plan's asset allocation strategy, we and the plan trustees consider factors such as the structure of the plan's liabilities, the plan's funded status, and the impact of the asset allocation to the volatility of the plan's funded status, so that the overall risk level resulting from our defined benefit plans is appropriate within our risk management strategy.

Between September 30, 2015 and September 30, 2016, the aggregate worldwide pension deficit increased from \$572.6 million to \$696.1 million. Although funding rules are subject to local laws and regulations and vary by location, we expect to reduce this deficit over a period of 7 to 10 years. If the various plans do not experience future investment gains to reduce this shortfall, the deficit will be reduced by additional contributions.

Accrued Professional Liability Costs

We carry professional liability insurance policies or self-insure for our initial layer of professional liability claims under our professional liability insurance policies and for a deductible for each claim even after exceeding the self-insured retention. We accrue for our portion of the estimated ultimate liability for the estimated potential incurred losses. We establish our estimate of loss for each potential claim in consultation with legal counsel handling the specific matters and based on historic trends taking into account recent events. We also use an outside actuarial firm to assist us in estimating our future claims exposure. It is possible that our estimate of loss may be revised based on the actual or revised estimate of liability of the claims.

Foreign Currency Translation

Our functional currency is the U.S. dollar. Results of operations for foreign entities are translated to U.S. dollars using the average exchange rates during the period. Assets and liabilities for foreign entities are translated using the exchange rates in effect as of the date of the balance sheet. Resulting translation adjustments are recorded as a foreign currency translation adjustment into other accumulated comprehensive income/(loss) in stockholders' equity.

We limit exposure to foreign currency fluctuations in most of our contracts through provisions that require client payments in currencies corresponding to the currency in which costs are incurred. As a result of this natural hedge, we generally do not need to hedge foreign currency cash flows for contract work performed. However, we will use foreign exchange derivative financial instruments from time to mitigate foreign currency risk. The functional currency of all significant foreign operations is the respective local currency.

Fiscal year ended September 30, 2016 compared to the fiscal year ended September 30, 2015 Consolidated Results

	Fiscal Ye	ar Ended	~-	
	September 30,	September 30,	Chan \$	
	2016	2015 (\$ in millions		
Revenue	\$17,410.8 16,768.0	\$17,989.9 17,454.7	\$(579.1) (686.7)	(3.2)% (3.9)
Gross profit	642.8 104.0 (115.1) (213.6) (42.6)	535.2 106.2 (114.0) (398.4)	107.6 (2.2) (1.1) 184.8 (42.6)	20.1 (2.1) 1.0 (46.4) NM*
Income from operations	375.5 8.2 (258.1)	129.0 19.1 (299.6)	246.5 (10.9) 41.5	191.1 (57.1) (13.9)
Income (loss) before income tax expense Income tax (benefit) expense	125.6 (37.9)	(151.5) (80.3)	277.1 42.4	(182.9) (52.8)
Net income (loss)	163.5	(71.2)	234.7	(329.6)
subsidiaries, net of tax	\$ 96.1	(83.6) \$ (154.8)	\$ 250.9	(19.4) (162.1)%
	·			` '

^{*} NM—Not meaningful

The following table presents the percentage relationship of certain items to revenue:

	Fiscal Year Ended	
	September 30, 2016	September 30, 2015
Revenue	100.0%	100.0%
Cost of revenue	96.3	97.0
Gross profit	3.7	3.0
Equity in earnings of joint ventures	0.6	0.6
General and administrative expenses	(0.7)	(0.7)
Acquisition and integration expenses	(1.2)	(2.2)
Loss on disposal activities	(0.2)	
Income from operations	2.2	0.7
Other income		0.1
Interest expense	(1.5)	(1.6)
Income (loss) before income tax expense	0.7	(0.8)
Income tax (benefit) expense	(0.2)	(0.4)
Net income (loss)	0.9	(0.4)
Noncontrolling interests in income of consolidated subsidiaries, net of tax	(0.3)	(0.5)
Net income (loss) attributable to AECOM		<u>(0.9)</u> %

Revenue

Our revenue for the year ended September 30, 2016 decreased \$579.1 million, or 3.2%, to \$17,410.8 million as compared to \$17,989.9 million for the corresponding period last year. Revenue provided by acquired companies was \$302.0 million. Excluding the revenue provided by acquired companies, revenue decreased \$881.1 million, or 4.9%, from the year ended September 30, 2015.

The decrease in revenue for the year ended September 30, 2016 was primarily attributable to a decrease in our DCS segment of \$307.1 million, a decrease in our MS segment of \$96.6 million, and a decrease in our CS segment of \$175.4 million, as discussed further below.

In the course of providing our services, we routinely subcontract for services and incur other direct costs on behalf of our clients. These costs are passed through to clients and, in accordance with industry practice and GAAP, are included in our revenue and cost of revenue. Because subcontractor and other direct costs can change significantly from project to project and period to period, changes in revenue may not be indicative of business trends. Subcontractor and other direct costs for the years ended September 30, 2016 and 2015 were \$8.4 billion and \$8.3 billion, respectively. Subcontractor costs and other direct costs as a percentage of revenue, increased to 48% during the year ended September 30, 2016 from 46% during the year ended September 30, 2015 due to increased construction of high-rise buildings and sports arenas in our CS segment, as discussed below.

Gross Profit

Our gross profit for the year ended September 30, 2016 increased \$107.6 million, or 20.1%, to \$642.8 million as compared to \$535.2 million for the corresponding period last year. For the year ended September 30, 2016, gross profit, as a percentage of revenue, increased to 3.7% from 3.0% in the year ended September 30, 2015.

Billings in excess of costs on uncompleted contracts includes a margin fair value liability associated with long-term contracts acquired in connection with the acquisition of URS on October 17, 2014. Revenue and the related income from operations related to the margin fair value liability recognized during the year ended September 30, 2016 was \$37.2 million, compared with \$96.9 million during the year ended September 30, 2015. This amount was offset by a decrease in amortization of intangible assets of \$183.3 million during the year ended September 30, 2016, compared with \$361.6 million during the year ended September 30, 2015.

Gross profit changes were also due to the reasons noted in DCS, CS and MS Reportable Segments below.

Equity in Earnings of Joint Ventures

Our equity in earnings of joint ventures for the year ended September 30, 2016 was \$104.0 million as compared to \$106.2 million in the corresponding period last year.

The decrease in earnings of joint ventures for the year ended September 30, 2016 was primarily due to decreased earnings from a United Kingdom nuclear cleanup project.

General and Administrative Expenses

Our general and administrative expenses for the year ended September 30, 2016 increased \$1.1 million, or 1.0%, to \$115.1 million as compared to \$114.0 million for the corresponding period last year. As a percentage of revenue, general and administrative expenses was 0.7% for each of the years ended September 30, 2016 and 2015.

Acquisition and Integration Expenses

Acquisition and integration expenses, resulting from the acquisition of URS, were comprised of the following (in millions):

	Year Ended September 30,		
	2016	2015	
Severance and personnel costs	\$ 23.4	\$223.8	
Professional services, real estate-related, and other expenses			
Total	\$213.6	\$398.4	

Severance and personnel costs above include employee termination costs related to reduction-in-force initiatives as a result of the integration of URS. Real estate expenses relate to costs incurred to exit redundant facilities as a result of the URS integration. Professional services and other expenses relate to integration activities such as consolidating and implementing our IT platforms. The severance, real estate, and other disposal activities commenced upon the acquisition of URS and are expected to result in estimated annual costs savings of approximately \$325 million by the end of fiscal 2017.

As of September 30, 2016, our annual run-rate was approximately \$290 million in cost savings. Incremental cost savings to achieve our \$325 million cost savings target are expected to come primarily from non-labor cost savings. As of September 30, 2016, we had realized approximately \$200 million in cumulative labor-related cost savings and approximately \$160 million in cumulative real estate-related and all other non-labor cost savings. These cost savings are materially consistent with our prior expectations with respect to amounts and timing.

Loss on Disposal Activities

Loss on disposal activities of \$42.6 million in the accompanying statements of operations for the year ended September 30, 2016 included losses on the disposition of non-core energy related businesses, equipment and other assets acquired with URS within the CS segment, which were substantially completed in the quarter ended December 31, 2015.

Other Income

Our other income for the year ended September 30, 2016 decreased \$10.9 million to \$8.2 million as compared to \$19.1 million for the year ended September 30, 2015.

The decrease in other income for the year ended September 30, 2016 was primarily due to the sale of an infrastructure fund in the prior period.

Interest Expense

Our interest expense for the year ended September 30, 2016 was \$258.1 million as compared to \$299.6 million for the year ended September 30, 2015.

The decrease in interest expense for the year ended September 30, 2016 was primarily due to the absence of a \$55.6 million penalty upon prepayment of unsecured senior notes paid in the prior fiscal year.

Income Tax Benefit

Our income tax benefit for the year ended September 30, 2016 was \$37.9 million compared to \$80.3 million for the year ended September 30, 2015. The effective tax rate was (30.2)% and (53.0)% for the years ended September 30, 2016 and 2015, respectively.

A comparison of the income tax benefit for the year ended September 30, 2016 to the prior year is not meaningful due to the presence of a pretax loss in the prior year compared to the year ended September 30, 2016, a change in mix of pretax (loss)/income, and due to the change in judgment regarding realizability of certain deferred tax assets in the United Kingdom and Australia during the current year.

On December 18, 2015, President Obama signed *The Protecting Americans from Tax Hikes Act* into law. This legislation extended various temporary tax provisions expiring on December 31, 2015, including the permanent extension of the United States federal research credit. We recognized a discrete net benefit in the first quarter of 2016 and 2015 for \$10.1 million and \$19.4 million, respectively, attributable to the retroactive impact of the extended provisions.

Based on a review of positive and negative evidence available to us, we have previously recorded valuation allowances against our deferred tax assets in the United Kingdom, Canada and Australia to reduce them to the amount that in our judgment is more likely than not realizable.

Certain valuation allowances in the amount of \$23.3 million in the United Kingdom have been released due to sufficient positive evidence obtained during the third quarter of 2016. We evaluated the new positive evidence against any negative evidence and determined the valuation allowance was no longer necessary. This new positive evidence includes reaching a position of cumulative income over a three year period and the use of net operating losses on a taxable basis. In addition, our United Kingdom affiliate has strong projected earnings in the United Kingdom.

During the third quarter of 2016, our Australian affiliate made an election in Australia to combine the tax results of the URS Australia business with the AECOM Australia business. This election resulted in the ability to utilize the URS Australia businesses' deferred tax assets against the combined future earnings of the Australian group and accordingly, the valuation allowance of \$12.9 million was released.

Given the current and forecasted earnings trend, and anticipated coming out of cumulative losses in recent years for the remainder of our legal entities in the United Kingdom, sufficient positive evidence in the form of sustained earnings may become available in 2017 to release all (approximately \$38 million) or a portion of the related valuation allowance in the United Kingdom for those remaining legal entities. A reversal could result in a significant benefit to tax expense in the quarter released.

Certain operations in Canada continue to have losses and the associated valuation allowances could be reduced if and when our current and forecast profits trend turns and sufficient evidence exists to support the release of the related valuation allowance (approximately \$12 million).

We regularly integrate and consolidate our business operations and legal entity structure, and such internal initiatives could impact the assessment of uncertain tax positions, indefinite reinvestment assertions and the realizability of deferred tax assets.

Net Income (Loss) Attributable to AECOM

The factors described above resulted in the net income attributable to AECOM of \$96.1 million for the year ended September 30, 2016, as compared to the net loss attributable to AECOM of \$154.8 million for the year ended September 30, 2015.

Results of Operations by Reportable Segment

Design and Consulting Services

	Fiscal Ye			
	September 30,	September 30,	Chang	<u>, </u>
	2016	2015	\$	_%_
		(\$ in millions)		
Revenue	\$7,655.8	\$7,962.9	\$(307.1)	(3.9)%
Cost of revenue	7,273.3	7,663.6	(390.3)	(5.1)
Gross profit	\$ 382.5	\$ 299.3	\$ 83.2	27.8%

The following table presents the percentage relationship of certain items to revenue:

	Fiscal Year Ended		
	September 30, 2016	September 30, 2015	
Revenue	100.0%	100.0%	
Cost of revenue	95.0	96.2	
Gross profit	5.0%	3.8%	

Revenue

Revenue for our DCS segment for the year ended September 30, 2016 decreased \$307.1 million, or 3.9%, to \$7,655.8 million as compared to \$7,962.9 million for the corresponding period last year. Revenue provided by acquired companies was \$119.2 million. Excluding revenue provided by acquired companies, revenue decreased \$426.3 million, or 5.4%, from the year ended September 30, 2015.

The decrease in revenue, excluding revenue provided by acquired companies, for the year ended September 30, 2016 was primarily attributable to a negative foreign currency impact of \$200 million, mostly due to the strengthening of the U.S. dollar against the Australian and Canadian dollars and the British pound. Additionally, we experienced a decrease in the Europe, Middle East, and Africa region of approximately \$120 million and in the Americas region of approximately \$90 million across its end markets, including the transportation, water, and environment segments due to a decrease in public spending on capital projects.

Gross Profit

Gross profit for our DCS segment for the year ended September 30, 2016 increased \$83.2 million, or 27.8%, to \$382.5 million as compared to \$299.3 million for the corresponding period last year. As a percentage of revenue, gross profit increased to 5.0% of revenue for the year ended September 30, 2016 from 3.8% in the corresponding period last year.

The increase in gross profit and gross profit as a percentage of revenue for the year ended September 30, 2016 was primarily attributable to decreased intangible amortization expense, net of the margin fair value adjustment of \$71.7 million, primarily from URS.

Construction Services

	Fiscal Year Ended			
	September 30, 2016	September 30, 2015	Chan	ge
	2010	(\$ in millions) — •	
Revenue	\$6,501.3	\$6,676.7	\$(175.4)	(2.6)%
Cost of revenue	6,470.2	6,633.9	(163.7)	(2.5)
Gross profit	\$ 31.1	\$ 42.8	\$ (11.7)	(27.3)%

The following table presents the percentage relationship of certain items to revenue:

	Fiscal Year Ended		
	September 30, 2016	September 30, 2015	
Revenue	100.0%	100.0%	
Cost of revenue	99.5	99.4	
Gross profit	0.5%	0.6%	

Revenue

Revenue for our CS segment for the year ended September 30, 2016 decreased \$175.4 million, or 2.6%, to \$6,501.3 million as compared to \$6,676.7 million for the corresponding period last year. Revenue provided by acquired companies was \$90.8 million. Excluding revenue provided by acquired companies, revenue decreased \$266.2 million, or 4.0%, from the year ended September 30, 2015.

The decrease in revenue, excluding the impact of revenue provided by acquired companies, for the year ended September 30, 2016 was primarily attributable to decreased revenue of approximately \$600 million primarily driven by weak oil and gas markets in the Americas, \$200 million from disposed businesses, and a negative foreign currency impact of \$30 million, mostly due to the strengthening of the U.S. dollar against the Canadian dollar. These decreases were partially offset by approximately \$570 million in increased revenue due to the construction of residential high-rise buildings in the city of New York and the construction of sports arenas in the Americas.

Gross Profit

Gross profit for our CS segment for the year ended September 30, 2016 decreased \$11.7 million, or 27.3%, to \$31.1 million as compared to \$42.8 million for the corresponding period last year. As a percentage of revenue, gross profit decreased to 0.5% of revenue for the year ended September 30, 2016 from 0.6% in the corresponding period last year.

The decrease in gross profit for the year ended September 30, 2016 was primarily due to weak oil and gas markets in the Americas and a decline in award fees on power projects in the Americas, partially offset by decreased intangible amortization expense, net of the margin fair value adjustment of \$24 million and favorable resolution of an acquisition related project matter of approximately \$8 million for the year ended September 30, 2016.

Management Services

	Fiscal Year Ended			
	September 30,	September 30,	mber 30, Chan	
	2016	2015	\$	%
	(\$ in millions)			
Revenue	\$3,253.7	\$3,350.3	\$ (96.6)	(2.9)%
Cost of revenue	3,024.5	3,157.2	(132.7)	(4.2)
Gross profit	\$ 229.2	\$ 193.1	\$ 36.1	18.7%

The following table presents the percentage relationship of certain items to revenue:

	Fiscal Year Ended		
	September 30, 2016	September 30, 2015	
Revenue	100.0%	100.0%	
Cost of revenue	93.0	94.2	
Gross profit	<u>7.0</u> %	5.8%	

Revenue

Revenue for our MS segment for the year ended September 30, 2016 decreased \$96.6 million, or 2.9%, to \$3,253.7 million as compared to \$3,350.3 million for the corresponding period last year. Revenue provided by acquired companies was \$92.0 million. Excluding revenue provided by acquired companies, revenue decreased \$188.6 million, or 5.6%, from the year ended September 30, 2015.

The decrease in revenue for the year ended September 30, 2016 was primarily due to decreased services provided to the U.S. government in the Middle East and reduced revenue from chemical demilitarization projects for the Department of Defense, partially offset by the expected recovery of a pension related entitlement as discussed below.

Gross Profit

Gross profit for our MS segment for the year ended September 30, 2016 increased \$36.1 million, or 18.7%, to \$229.2 million as compared to \$193.1 million for the corresponding period last year. As a percentage of revenue, gross profit increased to 7.0% of revenue for the year ended September 30, 2016 from 5.8% in the corresponding period last year.

Gross profit and gross profit as a percentage of revenue for the year ended September 30, 2016 benefited by approximately \$50 million from the expected accelerated recovery of a pension related entitlement from the federal government, approximately \$30 million from the reduction of acquisition related liabilities pertaining to the reassessment of legal matters associated with Department of Energy (DOE) nuclear sites, and \$16 million of other favorable adjustments from acquisition related project and legal matters. Additionally, the increase was due to a performance incentive of \$27 million related to an ongoing DOE contract and a \$23 million decrease in intangible amortization expense, net of the margin fair value adjustment. These increases were partially offset by approximately \$40 million in reduced award fees from chemical demilitarization projects for the DOD, approximately \$40 million of reduced gross profit from services for the U.S government related to the Affordable Care Act and activities in the Middle East, and approximately \$10 million from the favorable resolution of a project related liability in Libya in the prior year.

Fiscal year ended September 30, 2015 compared to the fiscal year ended September 30, 2014 Consolidated Results

	Fiscal Year Ended		~ 1	
	September 30, 2015	September 30, 2014	Chan \$	ge %
		(\$ in million	18)	
Revenue	\$17,989.9	\$8,356.8	\$9,633.1	115.3%
Cost of revenue	17,454.7	7,953.6	9,501.1	119.5
Gross profit	535.2	403.2	132.0	32.7
Equity in earnings of joint ventures	106.2	57.9	48.3	83.4
General and administrative expenses	(114.0)	(80.9)	(33.1)	40.9
Acquisition and integration expenses	(398.4)	(27.3)	(371.1)	1,359.3
Income from operations	129.0	352.9	(223.9)	(63.4)
Other income	19.1	2.7	16.4	607.4
Interest expense	(299.6)	(40.8)	(258.8)	634.3
Income before income tax expense	(151.5)	314.8	(466.3)	(148.1)
Income tax (benefit) expense	(80.3)	82.0	(162.3)	(197.9)
Net income	(71.2)	232.8	(304.0)	(130.6)
Noncontrolling interests in income of consolidated				
subsidiaries, net of tax	(83.6)	(2.9)	(80.7)	2,782.8
Net income attributable to AECOM	\$ (154.8)	\$ 229.9	<u>\$ (384.7)</u>	(167.3)%

The following table presents the percentage relationship of certain items to revenue:

	Fiscal Year Ended		
	September 30, 2015	September 30, 2014	
Revenue	100.0%	100.0%	
Cost of revenue	97.0	95.2	
Gross profit	3.0	4.8	
Equity in earnings of joint ventures	0.6	0.7	
General and administrative expenses	(0.7)	(1.0)	
Acquisition and integration expenses	(2.2)	(0.3)	
Income from operations	0.7	4.2	
Other income	0.1		
Interest expense	(1.6)	(0.5)	
Income before income tax expense	(0.8)	3.7	
Income tax (benefit) expense	(0.4)	1.0	
Net income	(0.4)	2.7	
subsidiaries, net of tax	(0.5)		
Net income attributable to AECOM	(0.9)%	2.7%	

Revenue

Our revenue for the year ended September 30, 2015 increased \$9,633.1 million, or 115.3%, to \$17,989.9 million as compared to \$8,356.8 million for the year ended September 30, 2014. Revenue

provided by acquired companies was \$9,635.4 million for the year ended September 30, 2015. Excluding the revenue provided by acquired companies, revenue decreased \$2.3 million, or 0.0%, from the year ended September 30, 2014.

The decrease in revenue, excluding acquired companies, for the year ended September 30, 2015 was primarily attributable to a negative foreign currency impact of \$260 million due to the strengthening of the U.S. dollar against the Australian and Canadian dollars and the British pound, coupled with a decrease in the DCS Americas region of \$220 million across its end markets, a decrease in the MS segment of \$148.8 million, excluding acquired companies, and a decrease in the DCS Asia Pacific region of approximately \$110 million. These decreases were offset by an increase in the CS segment of \$639.4 million primarily from construction management services provided on high-rise buildings in the city of New York, and an increase in the DCS Europe, Middle East, and Africa region of approximately \$100 million.

In the course of providing our services, we routinely subcontract for services and incur other direct costs on behalf of our clients. These costs are passed through to clients and, in accordance with industry practice and GAAP, are included in our revenue and cost of revenue. Because subcontractor and other direct costs can change significantly from project to project and period to period, changes in revenue may not always be indicative of business trends. Subcontractor and other direct costs for the years ended September 30, 2015 and 2014 were \$8.3 billion and \$3.5 billion, respectively. Subcontractor costs and other direct costs as a percentage of revenue, increased from 42% during the year ended September 30, 2014 to 46% during the year ended September 30, 2015 because URS has proportionately more construction oriented projects, and these projects utilize more subcontractors.

Gross Profit

Our gross profit for the year ended September 30, 2015 increased \$132.0 million, or 32.7%, to \$535.2 million as compared to \$403.2 million for the year ended September 30, 2014. Gross profit provided by acquired companies was \$206.3 million. For the year ended September 30, 2015, gross profit, as a percentage of revenue, decreased to 3.0% from 4.8% in the year ended September 30, 2014. Excluding gross profit provided by acquired companies, gross profit decreased \$74.3 million, or 18.4%, from the year ended September 30, 2014.

The decreases in gross profit, excluding acquired companies, and gross profit, as a percentage of revenue, for the year ended September 30, 2015 were primarily due to factors impacting our segments as described below, including a decrease in revenue in the Americas region in our DCS segment.

Equity in Earnings of Joint Ventures

Our equity in earnings of joint ventures for the year ended September 30, 2015 was \$106.2 million as compared to \$57.9 million for the year ended September 30, 2014. Equity in earnings of joint ventures provided by acquired companies was \$80.1 million. Excluding earnings provided by acquired companies, earnings decreased \$31.8 million, or 54.8%, from the year ended September 30, 2014.

The decrease in earnings of joint ventures for the year ended September 30, 2015, excluding acquisitions, was primarily due to the prior year \$37.4 million gain on change in control of an unconsolidated joint venture that performs engineering and program management services in the Middle East and is included in our DCS segment. The gain related to the excess of fair value over the carrying value of the previously held equity interest in the unconsolidated joint venture. The gain on change in control was partially offset by an impairment of an unrelated joint venture investment.

General and Administrative Expenses

Our general and administrative expenses for the year ended September 30, 2015 increased \$33.1 million, or 40.9%, to \$114.0 million as compared to \$80.9 million for the year ended September 30, 2014. As a percentage of revenue, general and administrative expenses decreased to 0.7% for the year ended September 30, 2015 from 1.0% for the year ended September 30, 2014.

The increase in general and administrative expenses for the year ended September 30, 2015 was primarily due to increased personnel and related costs associated with the acquisition of URS.

Acquisition and Integration Expenses

Acquisition and integration expenses, resulting from the acquisition of URS, were comprised of the following (in millions):

	Year E Septeml	
	2015	2014
Severance and personnel costs		
Professional services, real estate-related, and other expenses	174.6	12.1
Total	\$398.4	\$27.3

Other Income

Our other income for the year ended September 30, 2015 increased \$16.4 million to \$19.1 million as compared to \$2.7 million for the year ended September 30, 2014.

The increase in other income for the year ended September 30, 2015 was primarily due to the sale of an infrastructure fund investment.

Interest Expense

Our interest expense for the year ended September 30, 2015 was \$299.6 million as compared to \$40.8 million for the year ended September 30, 2014.

The increase in interest expense for the year ended September 30, 2015 was primarily due to a \$55.6 million penalty upon prepayment of unsecured senior notes, the increase in interest expense generated by the Company's \$3.8 billion increase in debt incurred in connection the acquisition of URS, and the write-off of capitalized debt issuance costs from our previous debt facilities.

Income Tax (Benefit) Expense

Our income tax benefit for the year ended September 30, 2015 was \$80.3 million compared to income tax expense of \$82.0 million for the year ended September 30, 2014. The effective tax rate was (53.0)% and 26.1% for the years ended September 30, 2015 and 2014, respectively.

The decrease in income tax expense for the year ended September 30, 2015 was primarily due to \$29.3 million of the effect of non-controlling interests in income of consolidated subsidiaries from the acquisition of URS, \$160 million of a change in the geographical mix of earnings/losses primarily attributable to the acquisition and integration costs incurred in the United States which attracts a higher tax rate than our foreign jurisdictions, \$5.7 million of energy-related and other tax incentives, and an incremental tax benefit of \$8.3 million related to the reinstatement of expiring tax provisions such as the research and development tax credit during the period, partially offset by a \$23.7 million increase in valuation allowances regarding realizability of certain current year foreign losses, and an \$11.7 million decrease in the domestic production activities deduction.

Net (Loss) Income Attributable to AECOM

The factors described above resulted in the net loss attributable to AECOM of \$154.8 million for the year ended September 30, 2015, as compared to the net income attributable to AECOM of \$229.9 million

for the year ended September 30, 2014. This decrease was primarily due to the acquisition and integration expenses of \$398.4 million associated with the URS Corporation acquisition.

Results of Operations by Reportable Segment

Design and Consulting Services

	Fiscal Ye	ar Ended		
	September 30, 2015	September 30, 2014	Chang \$	<u>ge </u>
		(\$ in millions))	
Revenue	\$7,962.9	\$5,443.1	\$2,519.8	46.3%
Cost of revenue	7,663.6	5,112.8	2,550.8	49.9
Gross profit	\$ 299.3	\$ 330.3	\$ (31.0)	(9.4)%

The following table presents the percentage relationship of certain items to revenue:

	Fiscal Year Ended		
	September 30, 2015	September 30, 2014	
Revenue	100.0%	100.0%	
Cost of revenue	96.2	93.9	
Gross profit	3.8%	<u>6.1</u> %	

Revenue

Revenue for our DCS segment for the year ended September 30, 2015 increased \$2,519.8 million, or 46.3%, to \$7,962.9 million as compared to \$5,443.1 million for the year ended September 30, 2014. Revenue provided by acquired companies was \$3,012.7 million. Excluding revenue provided by acquired companies, revenue decreased \$492.9 million, or 9.1%, from the year ended September 30, 2014.

The decrease in revenue, excluding acquired companies, for the year ended September 30, 2015 was primarily attributable to a negative foreign currency impact of \$260 million mostly due to the strengthening of the U.S. dollar against the Australian and Canadian dollars and the British pound. Additionally, we experienced a decrease in the Americas region of \$220 million across its end markets, including the transportation, water, and environment segments due to a decrease in public spending on capital projects, and a decrease in the Asia Pacific region of approximately \$110 million due to an economic slowdown in mainland China. These decreases were partially offset by an increase in the Europe, Middle East, and Africa region of approximately \$100 million due to the recovery and strengthening of economic conditions in Europe and the Middle East.

Gross Profit

Gross profit for our DCS segment for the year ended September 30, 2015 decreased \$31.0 million, or 9.4%, to \$299.3 million as compared to \$330.3 million for the year ended September 30, 2014. Gross profit provided by acquired companies was \$48.0 million. Excluding gross profit provided by acquired companies, gross profit decreased \$79.0 million, or 23.9%, from the year ended September 30, 2014. As a percentage of revenue, gross profit decreased to 3.8% of revenue for the year ended September 30, 2015 from 6.1% for the year ended September 30, 2014.

The decrease in gross profit and gross profit as a percentage of revenue for the year ended September 30, 2015 was primarily attributable to a decrease in revenue in the Americas region as discussed above. Specifically, as a result of the revenue decline, we experienced declines in profitability primarily

within our transportation, water, and environmental-related projects in the Americas. Additionally, the decrease in gross profit as a percentage of revenue was due to fixed costs in the Americas, including indirect labor, office lease, and business development costs, that did not decrease proportionately with revenue. Also, the decreases in gross profit and gross profit as a percentage of revenue were partly attributable to an approximately \$12 million benefit recognized in the prior year from the collection of a previously reserved Americas design services-related project receivable.

Billings in excess of costs on uncompleted contracts includes a margin fair value liability associated with long-term contracts acquired in connection with the acquisition of URS on October 17, 2014. Revenue and the related income from operations related to the margin fair value liability recognized during the year ended September 30, 2015, since the acquisition date, was \$45.0 million. This amount was offset by amortization of intangible assets relating to URS of \$180.6 million during the year ended September 30, 2015 since the acquisition date.

Construction Services

	Fiscal Ye	ar Ended		
	September 30,	September 30,	Chan	0
	2015	2014	\$	%
	(\$ in millions)			
Revenue	\$6,676.7	\$2,004.3	\$4,672.4	233.1%
Cost of revenue	6,633.9	1,975.0	4,658.9	235.9
Gross profit	\$ 42.8	\$ 29.3	\$ 13.5	46.1%

The following table presents the percentage relationship of certain items to revenue:

	Fiscal Year Ended		
	September 30, 2015	September 30, 2014	
Revenue	100.0%	100.0%	
Cost of revenue	99.4	98.5	
Gross profit	0.6%	1.5%	

Revenue

Revenue for our CS segment for the year ended September 30, 2015 increased \$4,672.4 million, or 233.1%, to \$6,676.7 million as compared to \$2,004.3 million for the year ended September 30, 2014. Revenue provided by acquired companies was \$4,033.0 million. Excluding revenue provided by acquired companies, revenue increased \$639.4 million, or 31.9%, from the year ended September 30, 2014.

The increase in revenue, excluding revenue provided by acquired companies, for the year ended September 30, 2015 was primarily attributable to construction management services provided on high-rise buildings in the city of New York. Revenues provided by acquired companies in the year ended September 30, 2015 were negatively impacted by weak oil, gas, and power trends.

Gross Profit

Gross profit for our CS segment for the year ended September 30, 2015 increased \$13.5 million, or 46.1%, to \$42.8 million as compared to \$29.3 million for the year ended September 30, 2014. Gross profit provided by acquired companies was \$6.8 million. Excluding gross profit provided by acquired companies, gross profit increased \$6.7 million, or 23.0%, from the year ended September 30, 2014. As a percentage of revenue, gross profit decreased to 0.6% of revenue for the year ended September 30, 2015 from 1.5% for the year ended September 30, 2014.

Management Services

	Fiscal Ye				
	September 30,	September 30.	September 30,	Chan	ge
	2015	2014	\$	%	
	(\$ in millions)				
Revenue	\$3,350.3	\$909.4	\$2,440.9	268.4%	
Cost of revenue	3,157.2	865.8	2,291.4	264.7	
Gross profit	\$ 193.1	\$ 43.6	\$ 149.5	342.9%	

The following table presents the percentage relationship of certain items to revenue:

	Fiscal Year Ended		
	September 30, 2015	September 30, 2014	
Revenue	100.0%	100.0%	
Cost of revenue	94.2	95.2	
Gross profit	5.8%	4.8%	

Revenue

Revenue for our MS segment for the year ended September 30, 2015 increased \$2,440.9 million, or 268.4%, to \$3,350.3 million as compared to \$909.4 million for the year ended September 30, 2014. Revenue provided by acquired companies was \$2,589.7 million. Excluding revenue provided by acquired companies, revenue decreased \$148.8 million, or 16.4%, from the year ended September 30, 2014.

The decrease in revenue, excluding revenue provided by acquired companies, for the year ended September 30, 2015 was primarily due to decreased services provided to the U.S. government in the Middle East and Africa.

Gross Profit

Gross profit for our MS segment for the year ended September 30, 2015 was \$193.1 million as compared to \$43.6 million for the year ended September 30, 2014. Gross profit provided by acquired companies was \$151.5 million. Excluding gross profit provided by acquired companies, gross profit decreased \$2.0 million, or 4.6%, from the year ended September 30, 2014. As a percentage of revenue, gross profit increased to 5.8% of revenue for the year ended September 30, 2015 from 4.8% for the year ended September 30, 2014.

Seasonality

We experience seasonal trends in our business. Our revenue is typically higher in the last half of the fiscal year. The fourth quarter of our fiscal year (July 1 to September 30) is typically our strongest quarter. We find that the U.S. Federal Government tends to authorize more work during the period preceding the end of our fiscal year, September 30. In addition, many U.S. state governments with fiscal years ending on June 30 tend to accelerate spending during their first quarter, when new funding becomes available. Further, our construction management revenue typically increases during the high construction season of the summer months. Within the United States, as well as other parts of the world, our business generally benefits from milder weather conditions in our fiscal fourth quarter, which allows for more productivity from our on-site civil services. Our construction and project management services also typically expand during the high construction season of the summer months. The first quarter of our fiscal year (October 1 to December 31) is typically our weakest quarter. The harsher weather conditions impact our ability to complete work in parts of North America and the holiday season schedule affects our productivity during

this period. For these reasons, coupled with the number and significance of client contracts commenced and completed during a particular period, as well as the timing of expenses incurred for corporate initiatives, it is not unusual for us to experience seasonal changes or fluctuations in our quarterly operating results.

Liquidity and Capital Resources

Cash Flow

Our principal sources of liquidity are cash flows from operations, borrowings under our credit facilities, and access to financial markets. Our principal uses of cash are operating expenses, capital expenditures, working capital requirements, acquisitions, and repayment of debt. We believe our anticipated sources of liquidity including operating cash flows, existing cash and cash equivalents, borrowing capacity under our revolving credit facility and our ability to issue debt or equity, if required, will be sufficient to meet our projected cash requirements for at least the next 12 months.

Generally, we do not provide for U.S. taxes or foreign withholding taxes on gross book-tax basis differences in our non-U.S. subsidiaries because such basis differences are able to and intended to be reinvested indefinitely. Determination of the amount of any unrecognized deferred income tax liability on this temporary difference is not practicable because of the complexities of the hypothetical calculation. We have a deferred tax liability in the amount of \$113.2 million relating to certain foreign subsidiaries for which the basis difference is not intended to be reinvested indefinitely as part of the liabilities assumed in connection with the acquisition of URS. Based on the available sources of cash flows discussed above, we anticipate we will continue to have the ability to permanently reinvest these remaining amounts.

At September 30, 2016, cash and cash equivalents were \$692.1 million, an increase of \$8.2 million, or 1.2%, from \$683.9 million at September 30, 2015. The increase in cash and cash equivalents was primarily attributable to cash provided by operating activities and proceeds from the disposal of business and property and equipment, partially offset by net repayments of borrowings under credit agreements, payments for capital expenditures, net distributions to noncontrolling interest, and investment in unconsolidated joint ventures.

Net cash provided by operating activities was \$814.2 million for the year ended September 30, 2016, an increase of \$49.8 million, or 6.5%, from \$764.4 million for the year ended September 30, 2015. The increase was primarily attributable to the timing of receipts and payments of working capital, which include accounts receivable, accounts payable, accrued expenses, and billings in excess of costs on uncompleted contracts. The sale of trade receivables to financial institutions during the year ended September 30, 2016 provided a net benefit of \$120.1 million as compared to \$108.9 million during the year ended September 30, 2015. We expect to continue to sell trade receivables in the future as long as the terms continue to remain favorable to the Company.

Net cash used in investing activities was \$162.6 million for the year ended September 30, 2016, as compared to net cash used in investing activities of \$3,345.7 million for the year ended September 30, 2015. This change was primarily attributable to the payments for business acquisitions, net of cash acquired during the three months ended December 31, 2014 related to the acquisition of URS as more fully described in Note 3 to the accompanying financial statements. Payments for this acquisition included cash paid to stockholders and the payment of URS debt.

Net cash used in financing activities was \$638.0 million for the year ended September 30, 2016, as compared to net cash provided by financing activities of \$2,719.8 million for the year ended September 30, 2015. This change was primarily attributable to debt issued to finance the acquisition of URS during the three months ended December 31, 2014, as more fully described in Note 8 to the accompanying financial statements. Approximately \$180.1 million of our URS 3.85% Senior Notes are due in April 2017 and we

expect to pay off the notes from cash flow from operations, borrowings under our Credit Agreement or capital market financings.

URS Financing and Acquisition and Integration Expenses

During year ended September 30, 2016, we incurred approximately \$183.3 million amortization of intangible assets expense (including the effects of amortization included in equity in earnings of joint ventures and noncontrolling interests), and approximately \$213.6 million of acquisition and integration expenses. During the year ended September 30, 2015, acquisition related financing expenses were recognized in interest expense and primarily consisted of a pre-payment penalty of \$55.6 million, from the repayment of our unsecured senior notes, and \$9.0 million related to the write-off of capitalized debt issuance costs from our unsecured senior notes, and secured 2014 Credit Agreement. Acquisition and integration expenses comprised of the following (in millions):

	Twelve Months Ended		
	Sept 30, 2016	Sept 30, 2015	
Severance and personnel costs	\$ 23.4	\$223.8	
Professional service, real estate-related, and other expenses		174.6	
Total	\$213.6	\$398.4	

We expect to incur approximately \$95 million of amortization of intangible assets expense (including the effects of amortization included in equity in earnings of joint ventures and noncontrolling interests), and approximately \$30 million of acquisition and integration expenses in fiscal 2017.

Working Capital

Working capital, or current assets less current liabilities, decreased \$714.0 million, or 50.6%, to \$696.0 million at September 30, 2016 from \$1,410.0 million at September 30, 2015. The decrease was primarily due to the adoption of accounting guidance resulting in a reclassification of net current deferred tax assets and net current deferred tax liabilities to net non-current deferred tax assets and net non-current deferred tax liabilities and an increase in current portion of long-term debt due to the maturity of the 2017 URS Senior Notes in April 2017. Net accounts receivable, which includes billed and unbilled costs and fees, net of billings in excess of costs on uncompleted contracts, decreased \$288.1 million, or 6.9%, to \$3,899.5 million at September 30, 2016 from \$4,187.6 million at September 30, 2015.

Days Sales Outstanding (DSO), which includes accounts receivable, net of billings in excess of costs on uncompleted contracts, and excludes the effects of recent acquisitions, was 82 days at September 30, 2016 compared to 82 days at September 30, 2015.

In Note 4, Accounts Receivable—Net, in the notes to our consolidated financial statements, a comparative analysis of the various components of accounts receivable is provided. Substantially all unbilled receivables are expected to be billed and collected within twelve months.

Unbilled receivables related to claims are recorded only if it is probable that the claim will result in additional contract revenue and if the amount can be reliably estimated. In such cases, revenue is recorded only to the extent that contract costs relating to the claim have been incurred. Other than as disclosed, there are no material net receivables related to contract claims as of September 30, 2016 and 2015. Award fees in unbilled receivables are accrued only when there is sufficient information to assess contract performance. On contracts that represent higher than normal risk or technical difficulty, award fees are generally deferred until an award fee letter is received.

Because our revenue depends to a great extent on billable labor hours, most of our charges are invoiced following the end of the month in which the hours were worked, the majority usually within 15 days. Other direct costs are normally billed along with labor hours. However, as opposed to salary costs, which are generally paid on either a bi-weekly or monthly basis, other direct costs are generally not paid until payment is received (in some cases, in the form of advances) from the customers.

DebtDebt consisted of the following:

	September 30, 2016	September 30, 2015	
	(in millions)		
2014 Credit Agreement	\$1,954.9	\$2,414.3	
2014 Senior Notes	1,600.0	1,600.0	
URS Senior Notes	427.7	429.4	
Other debt	142.7	163.2	
Total debt	4,125.3	4,606.9	
Less: Current portion of debt and short-term borrowings	(366.3)	(160.4)	
Long-term debt, less current portion	\$3,759.0	\$4,446.5	

The following table presents, in millions, our scheduled maturities as of September 30, 2016:

Fiscal Year	
2017	\$ 366.3
2018	126.6
2019	117.4
2020	
2021	1,455.2
Thereafter	1,948.0
Total	\$4,125.3

2014 Credit Agreement

We entered into a credit agreement (Credit Agreement) on October 17, 2014, as amended, consisting of (i) a term loan A facility in an aggregate principal amount of \$1.925 billion, (ii) a term loan B facility in an aggregate principal amount of \$0.76 billion and (iii) a revolving credit facility in an aggregate principal amount of \$1.05 billion. These facilities under the Credit Agreement may be increased by an additional amount of up to \$500 million. The Credit Agreement's term extends to September 29, 2021 with respect to the revolving credit facility and the term loan A facility and October 17, 2021 with respect to the term loan B facility. Some subsidiaries of the Company (Guarantors) have guaranteed the obligations of the borrowers under the Credit Agreement. The borrowers' obligations under the Credit Agreement are secured by a lien on substantially all of the assets of the Company and the Guarantors pursuant to a security and pledge agreement (Security Agreement). The collateral under the Security Agreement is subject to release upon fulfillment of certain conditions specified in the Credit Agreement and Security Agreement.

The Credit Agreement contains covenants that limit our ability and certain of our subsidiaries to, among other things: (i) create, incur, assume, or suffer to exist liens; (ii) incur or guarantee indebtedness; (iii) pay dividends or repurchase stock; (iv) enter into transactions with affiliates; (v) consummate asset

sales, acquisitions or mergers; (vi) enter into certain types of burdensome agreements; or (vii) make investments.

On July 1, 2015, the Credit Agreement was amended to revise the definition of "Consolidated EBITDA" to increase the allowance for acquisition and integration expenses related to the acquisition of URS.

On December 22, 2015, the Credit Agreement was amended to further revise the definition of "Consolidated EBITDA" by further increasing the allowance for acquisition and integration expenses related to the acquisition of URS and to allow for an internal corporate restructuring primarily involving our international subsidiaries.

On September 29, 2016, the Credit Agreement and the Security Agreement were amended to (1) lower the applicable interest rate margins for the term loan A and the revolving credit facilities, and lower the applicable letter of credit fees and commitment fees to the revised consolidated leverage levels; (2) extend the term of the term loan A and the revolving credit facility to September 29, 2021; (3) add a new delayed draw term loan A facility tranche in the amount of \$185.0 million; (4) replace the then existing \$500 million performance letter of credit facility with a \$500 million basket to enter into secured letters of credit outside the Credit Agreement; and (5) revise certain covenants, including the Maximum Consolidated Leverage Ratio so that the step down from a 5.00 to a 4.75 leverage ratio is effective as of March 31, 2017 as well as the investment basket for our AECOM Capital business.

Under the Credit Agreement, we are subject to a maximum consolidated leverage ratio and minimum consolidated interest coverage ratio at the end of each fiscal quarter. Our Consolidated Leverage Ratio was 4.3 at September 30, 2016. As of September 30, 2016, we were in compliance with the covenants of the Credit Agreement.

At September 30, 2016 and 2015, outstanding standby letters of credit totaled \$92.3 million and \$92.5 million, respectively, under our revolving credit facilities. As of September 30, 2016 and 2015, we had \$888.4 million and \$947.6 million, respectively, available under our revolving credit facility.

2014 Senior Notes

On October 6, 2014, we completed a private placement offering of \$800,000,000 aggregate principal amount of our 5.750% Senior Notes due 2022 (2022 Notes) and \$800,000,000 aggregate principal amount of our 5.875% Senior Notes due 2024 (the 2024 Notes and, together with the 2022 Notes, the 2014 Senior Notes or Notes).

As of September 30, 2016, the estimated fair market value of our 2014 Senior Notes was approximately \$838.0 million for the 2022 Notes and \$850.0 million for the 2024 Notes. The fair value of the Notes as of September 30, 2016 was derived by taking the mid-point of the trading prices from an observable market input (Level 2) in the secondary bond market and multiplying it by the outstanding balance of its Notes.

At any time prior to October 15, 2017, we may redeem all or part of the 2022 Notes, at a redemption price equal to 100% of their principal amount, plus a "make whole" premium as of the redemption date, and accrued and unpaid interest (subject to the rights of holders of record on the relevant record date to receive interest due on the relevant interest payment date). In addition, at any time prior to October 15, 2017, we may redeem up to 35% of the original aggregate principal amount of the 2022 Notes with the proceeds of one or more equity offerings, at a redemption price equal to 105.750%, plus accrued and unpaid interest. Furthermore, at any time on or after October 15, 2017, we may redeem the 2022 Notes, in whole or in part, at once or over time, at the specified redemption prices plus accrued and unpaid interest thereon to the redemption date. At any time prior to July 15, 2024, we may redeem on one or more occasions all or part of the 2024 Notes at a redemption price equal to the sum of (i) 100% of the principal amount thereof, plus (ii) a "make-whole" premium as of the date of the redemption, plus any accrued and

unpaid interest to the date of redemption. In addition, on or after July 15, 2024, the 2024 Notes may be redeemed at a redemption price of 100% of the principal amount thereof, plus accrued and unpaid interest to the date of redemption.

The indenture pursuant to which the 2014 Senior Notes were issued contains customary events of default, including, among other things, payment default, exchange default, failure to provide certain notices thereunder and certain provisions related to bankruptcy events. The indenture also contains customary negative covenants.

In connection with the offering of the Notes, the Company and the Guarantors entered into a Registration Rights Agreement, dated as of October 6, 2014 to exchange the Notes for registered notes having terms substantially identical in all material respects (except certain transfer restrictions, registration rights and additional interest provisions relating to the Notes will not apply to the registered notes). We filed an initial registration statement on Form S-4 with the SEC on July 6, 2015 that was declared effective by the SEC on September 29, 2015. On November 2, 2015, we completed our exchange offer which exchanged the Notes for the registered notes, as well as all related guarantees.

We were in compliance with the covenants relating to the Notes as of September 30, 2016.

URS Senior Notes

In connection with the URS acquisition, we assumed URS's 3.85% Senior Notes due 2017 (2017 URS Senior Notes) and its 5.00% Senior Notes due 2022 (2022 URS Senior Notes), totaling \$1.0 billion (URS Senior Notes). The URS acquisition triggered change in control provisions in the URS Senior Notes that allowed the holders of the URS Senior Notes to redeem their URS Senior Notes at a cash price equal to 101% of the principal amount and, accordingly, we redeemed \$572.3 million of the URS Senior Notes on October 24, 2014. The URS Senior Notes are general unsecured senior obligations of AECOM Global II, LLC (as successor in interest to URS) and URS Fox US LP and are fully and unconditionally guaranteed on a joint-and-several basis by certain former URS domestic subsidiary guarantors.

As of September 30, 2016, the estimated fair market value of the URS Senior Notes was approximately \$180.1 million for the 2017 URS Senior Notes and \$243.6 million for the 2022 URS Senior Notes. The carrying value of the URS Senior Notes on our Consolidated Balance Sheets as of September 30, 2016 was \$180.1 million for the 2017 URS Senior Notes and \$247.6 million for the 2022 URS Senior Notes. The fair value of the URS Senior Notes as of September 30, 2016 was derived by taking the mid-point of the trading prices from an observable market input (Level 2) in the secondary bond market and multiplying it by the outstanding balance of the URS Senior Notes.

As of September 30, 2016, we were in compliance with the covenants relating to the URS Senior Notes.

Other Debt

Other debt consists primarily of obligations under capital leases and loans, and unsecured credit facilities. Our unsecured credit facilities are primarily used for standby letters of credit issued for payment of performance guarantees. At September 30, 2016 and 2015, these outstanding standby letters of credit totaled \$382.2 million and \$344.0 million, respectively. As of September 30, 2016, we had \$546.2 million available under these unsecured credit facilities.

Effective Interest Rate

Our average effective interest rate on our total debt, including the effects of the interest rate swap agreements, during the years ended September 30, 2016, 2015 and 2014 was 4.4%, 4.2% and 2.8%, respectively.

Joint Venture Arrangements and Other Commitments

We enter into various joint venture arrangements to provide architectural, engineering, program management, construction management and operations and maintenance services. The ownership percentage of these joint ventures is typically representative of the work to be performed or the amount of risk assumed by each joint venture partner. Some of these joint ventures are considered variable interest. We have consolidated all joint ventures for which we have control. For all others, our portion of the earnings is recorded in equity in earnings of joint ventures. See Note 6 in the notes to our consolidated financial statements.

Other than normal property and equipment additions and replacements, expenditures to further the implementation of our Enterprise Resource Planning system, commitments under our incentive compensation programs, amounts we may expend to repurchase stock under our stock repurchase program and acquisitions from time to time, we currently do not have any significant capital expenditures or outlays planned except as described below. However, if we acquire additional businesses in the future or if we embark on other capital-intensive initiatives, additional working capital may be required.

Under our secured revolving credit facility and other facilities discussed in Other Debt above, as of September 30, 2016, there was approximately \$474.5 million outstanding under standby letters of credit issued primarily in connection with general and professional liability insurance programs and for contract performance guarantees. For those projects for which we have issued a performance guarantee, if the project subsequently fails to meet guaranteed performance standards, we may either incur significant additional costs or be held responsible for the costs incurred by the client to achieve the required performance standards.

We recognized on our balance sheet the funded status (measured as the difference between the fair value of plan assets and the projected benefit obligation) of our pension benefit plans. The total amounts of employer contributions paid for the year ended September 30, 2016 were \$18.5 million for U.S. plans and \$20.2 million for non-U.S. plans. Funding requirements for each plan are determined based on the local laws of the country where such plan resides. In certain countries, the funding requirements are mandatory while in other countries, they are discretionary. There is a required minimum contribution for one of our domestic plans; however, we may make additional discretionary contributions. In the future, such pension funding may increase or decrease depending on changes in the levels of interest rates, pension plan performance and other factors. In addition, we have collective bargaining agreements with unions that require us to contribute to various third party multiemployer pension plans that we do not control or manage.

Commitments and Contingencies

We record amounts representing our probable estimated liabilities relating to claims, guarantees, litigation, audits and investigations. We rely in part on qualified actuaries to assist us in determining the level of reserves to establish for insurance-related claims that are known and have been asserted against the Company, and for insurance-related claims that are believed to have been incurred based on actuarial analysis, but have not yet been reported to our claims administrators as of the respective balance sheet dates. We include any adjustments to such insurance reserves in our consolidated results of operations. Our reasonably possible loss disclosures are presented on a gross basis prior to the consideration of insurance recoveries. We do not record gain contingencies until they are realized. In the ordinary course of business, we may not be aware that we or our affiliates are under investigation and may not be aware of whether or not a known investigation has been concluded.

In the ordinary course of business, we may enter into various arrangements providing financial or performance assurance to clients, lenders, or partners. Such arrangements include standby letters of credit, surety bonds, and corporate guarantees to support the creditworthiness or the project execution commitments of our affiliates, partnerships and joint ventures. Performance arrangements typically have

various expiration dates ranging from the completion of the project contract and extending beyond contract completion in certain circumstances such as for warranties. We may also guarantee that a project, when complete, will achieve specified performance standards. If the project subsequently fails to meet guaranteed performance standards, we may incur additional costs, pay liquidated damages or be held responsible for the costs incurred by the client to achieve the required performance standards. The potential payment amount of an outstanding performance arrangement is typically the remaining cost of work to be performed by or on behalf of third parties. Generally, under joint venture arrangements, if a partner is financially unable to complete its share of the contract, the other partner(s) may be required to complete those activities.

At September 30, 2016 and 2015, we were contingently liable in the amount of \$474.5 million and \$436.5 million, respectively, in issued standby letters of credit and \$3.3 billion and \$2.3 billion, respectively, in issued surety bonds primarily to support project execution.

In connection with the investment activities of AECOM Capital, we provide guarantees of certain obligations, including guarantees for completion of projects, repayment of debt, environmental indemnity obligations and acts of willful misconduct.

DOE Deactivation, Demolition, and Removal Project

Washington Group International, an Ohio company (WGI Ohio), an affiliate of URS, executed a cost-reimbursable task order with the Department of Energy (DOE) in 2007 to provide deactivation, demolition and removal services at a New York State project site that, during 2010, experienced contamination and performance issues and remains uncompleted. In February 2011, WGI Ohio and the DOE executed a Task Order Modification that changed some cost-reimbursable contract provisions to at-risk. The Task Order Modification, including subsequent amendments, requires the DOE to pay all project costs up to \$106 million, requires WGI Ohio and the DOE to equally share in all project costs incurred from \$106 million to \$146 million, and requires WGI Ohio to pay all project costs exceeding \$146 million.

Due to unanticipated requirements and permitting delays by federal and state agencies, as well as delays and related ground stabilization activities caused by Hurricane Irene in 2011, WGI Ohio has been required to perform work outside the scope of the Task Order Modification. In December 2014, WGI Ohio submitted claims against the DOE pursuant to the Contracts Disputes Acts seeking recovery of \$103 million, including additional fees on changed work scope.

Due to significant delays and uncertainties about responsibilities for the scope of remaining work, final project completion costs and other associated costs may exceed \$100 million over the contracted amounts. In addition, WGI Ohio assets and liabilities, including the value of the above costs and claims, were also measured at their fair value on October 17, 2014, the date AECOM acquired WGI Ohio's parent company, see Note 3, which is reevaluated to account for developments pertaining to this matter.

WGI Ohio can provide no certainty that it will recover the DOE claims and fees submitted in December 2014, as well as any other project costs after December 2014 that WGI Ohio may be obligated to incur including the remaining project completion costs, which could have a material adverse effect on the Company's results of operations.

AECOM Australia

In 2005 and 2006, the Company's main Australian subsidiary, AECOM Australia Pty Ltd (AECOM Australia), performed a traffic forecast assignment for a client consortium as part of the client's project to design, build, finance and operate a tolled motorway tunnel in Australia. To fund the motorway's design and construction, the client formed certain special purpose vehicles (SPVs) that raised approximately \$700 million Australian dollars through an initial public offering (IPO) of equity units in 2006 and

approximately an additional \$1.4 billion Australian dollars in long term bank loans. The SPVs went into insolvency administrations in February 2011.

KordaMentha, the receivers for the SPVs (the RCM Applicants), caused a lawsuit to be filed against AECOM Australia by the RCM Applicants in the Federal Court of Australia on May 14, 2012. Portigon AG (formerly WestLB AG), one of the lending banks to the SPVs, filed a lawsuit in the Federal Court of Australia against AECOM Australia on May 18, 2012. Separately, a class action lawsuit, which has been amended to include approximately 770 of the IPO investors, was filed against AECOM Australia in the Federal Court of Australia on May 31, 2012.

All of the lawsuits claim damages that purportedly resulted from AECOM Australia's role in connection with the above described traffic forecast. On July 10, 2015, AECOM Australia, the RCM Applicants and Portigon AG entered into a Deed of Release settling the respective lawsuits for \$205 million (U.S. dollars).

On May 31, 2016, AECOM Australia and other parties to the class action lawsuit entered into a conditional settlement aggregating to \$91 million (U.S. Dollars) with the class action applicants on a "no admissions" basis. The Federal Court of Australia conducted a hearing on August 10, 2016 and approved the settlement amount and all claims among the parties have been released. The class action settlement did not have a material impact on the Company's financial results.

DOE Hanford Nuclear Reservation

URS Energy and Construction, Washington River Protection Solutions LLC and Washington Closure Hanford LLC (collectively the URS Affiliates) perform services under multiple contracts (including under the Waste Treatment Plant contract, the Tank Farm contract and the River Corridor contract) at the DOE's Hanford nuclear reservation that have been subject to various government investigations or litigation matters:

- Waste Treatment Plant government investigation: The federal government is conducting an
 investigation into the Company's affiliate, URS Energy & Construction, a subcontractor on the
 Waste Treatment Plant, regarding contractual compliance and various technical issues in the design,
 development and construction of the Waste Treatment Plant. The federal government and URS
 Energy & Construction have engaged in settlement discussions towards the resolution of this
 matter.
- Tank Farms government investigation: The federal government is conducting an investigation regarding the time keeping of employees at the Company's joint venture, Washington River Protection Solutions LLC, when the joint venture took over as the prime contractor from another federal contractor. The federal government and Washington River Protection Solutions LLC have engaged in advanced settlement discussions and Washington River Protection Solutions LLC reassessed its estimate of the matter, which is not expected to have a material impact.
- River Corridor litigation: The federal government has partially intervened with a relator in a Qui
 Tam complaint filed in the Eastern District of Washington in December 2013 against the Company's
 joint venture, Washington Closure Hanford LLC, alleging that its contracting procedures under the
 Small Business Act violated the False Claims Act. On October 2015, Washington Closure
 Hanford LLC's motion to dismiss the claim was partially denied.

The URS Affiliates periodically reevaluate the estimated fair value of liabilities assumed from URS Corporation, including the legal related liabilities described above and in Note 3, to account for developments related to the Hanford matters. The URS Affiliates dispute the Waste Treatment Plant and River Corridor matters and intend to continue to defend these ongoing matters vigorously, although the URS Affiliates are engaging in the settlement discussions noted above. The URS Affiliates cannot provide assurances that they will be successful in these defense or settlement efforts. The potential range of loss

and any difference from the current accrual cannot be reasonably estimated at this time, primarily due to the fact that these matters involve complex and unique environmental and regulatory issues; each project site contains multiple parties, including various local, state and federal government agencies; conflicts of law between local, state and federal regulations; substantial uncertainty regarding any alleged damages; and the various stages of the government investigations or litigation matters.

Securities Litigation Matter

On September 1, 2016, William Graves, an AECOM stockholder, filed a securities class action complaint in the United States District Court for the Central District of California alleging that the Company and its senior executives made materially false and misleading statements in violation of the federal securities laws. The Company believes the complaint is without merit and intends to vigorously defend against it. While no assurance can be given as to the ultimate outcome of this action, the Company believes that the final resolution of this action will not have a material adverse effect on our consolidated financial position, results of operations, cash flows or our ability to conduct business.

Contractual Obligations and Commitments

The following summarizes our contractual obligations and commercial commitments as of September 30, 2016:

Contractual Obligations and Commitments	Total	Less than One Year	One to Three Years	Three to Five Years	More than Five Years
			(in millions)		
Debt	\$4,125.3	\$366.3	\$ 244.0	\$1,567.0	\$1,948.0
Interest on debt	1,044.7	179.6	340.3	327.5	197.3
Operating leases	1,464.3	279.4	427.4	293.4	464.1
Pension funding obligations(1)	33.8	33.8			
$\label{thm:contractual} \begin{tabular}{ll} \textbf{Total contractual obligations and commitments} & . \end{tabular}$	\$6,668.1	\$859.1	\$1,011.7	<u>\$2,187.9</u>	\$2,609.4

⁽¹⁾ Represents expected fiscal 2017 contributions to fund our defined benefit pension and other postretirement plans. Contributions beyond one year have not been included as amounts are not determinable.

New Accounting Pronouncements and Changes in Accounting

In May 2014, the Financial Accounting Standards Board (FASB) issued new accounting guidance which amended the existing accounting standards for revenue recognition. The new accounting guidance establishes principles for recognizing revenue upon the transfer of promised goods or services to customers, in an amount that reflects the expected consideration received in exchange for those goods or services. The amendments may be applied retrospectively to each prior period presented or retrospectively with the cumulative effect recognized as of the date of initial application. We continue to evaluate the impact and method of the adoption of the new accounting guidance on our consolidated financial statements and expect to adopt the new guidance at October 1, 2018.

In February 2015, the FASB issued amended guidance to the consolidation standard which updates the analysis that a reporting entity must perform to determine whether it should consolidate certain types of legal entities. The amendment modifies the evaluation of whether limited partnerships and similar legal entities are variable interest entities (VIEs) or voting interest entities and affects the consolidation analysis of reporting entities that are involved with VIEs, particularly those that have fee arrangements and related party relationships, among other provisions. This amended guidance will be effective for our fiscal year beginning October 1, 2016. We do not expect the adoption of this amended guidance will have a material impact on our consolidated financial statements.

In April 2015, the FASB issued new accounting guidance which requires debt issuance costs to be presented in the balance sheet as a direct deduction from the carrying value of the associated debt liability, consistent with the presentation of a debt discount. Prior to the issuance of the standard, debt issuance costs were required to be presented in the balance sheet as an asset. The guidance requires retrospective application and represents a change in accounting principle. We do not expect the guidance to have a material impact on our consolidated financial statements, as the application of this guidance affects classification only. This guidance will be effective for our fiscal year beginning October 1, 2016.

In April 2015, the FASB issued new accounting guidance which provides the use of a practical expedient that permits the entity to measure defined benefit plans assets and obligations using the month-end date that is closest to the entity's fiscal year-end date and apply that practical expedient consistently from year to year. The adoption of this guidance will not have a material impact on our consolidated financial statements. This guidance will be effective for our fiscal year beginning October 1, 2016.

In September 2015, the FASB issued new accounting guidance which simplifies the accounting for measurement-period adjustments in connection with business combinations. The new guidance requires that the cumulative impact of a measurement-period adjustment (including the impact on prior periods) be recognized in the reporting period in which the adjustment amount is determined and, therefore, eliminates the requirement to retrospectively account for the adjustment in prior periods presented. This guidance was effective for fiscal years and interim periods beginning after December 15, 2015 and was to be applied prospectively to measurement-period adjustments that occur after the effective date. Early adoption was permitted. We early adopted this guidance for the quarter ended December 31, 2015, which did not have a material impact on our financial statements.

In the first quarter of fiscal 2016, we adopted new accounting guidance which raises the threshold for a disposal to qualify as a discontinued operation and requires new disclosures of both discontinued operations and certain other disposals that do not meet the definition of a discontinued operation. This adoption did not have a material impact on our consolidated financial statements.

In November 2015, the FASB issued new accounting guidance which simplifies the presentation of deferred income taxes. This guidance requires that deferred tax assets and liabilities be classified as non-current in the balance sheet. We elected early adoption of this standard on a prospective basis in the first quarter of fiscal 2016. This resulted in a reclassification of our net current deferred tax asset and net current deferred tax liability to the net non-current deferred tax asset and to our net non-current deferred tax liability in our consolidated balance sheet as of December 31, 2015. Prior periods were not retrospectively adjusted. The adoption of this guidance had no impact on our consolidated results of income or comprehensive income.

In February 2016, the FASB issued new accounting guidance which changes accounting for leases. The new guidance requires lessees to recognize the assets and liabilities arising from all leases, including those classified as operating leases under previous accounting guidance, on the balance sheet. It also requires disclosure of key information about leasing arrangements to increase transparency and comparability among organizations. The guidance will be effective for our fiscal year beginning October 1, 2019 with early adoption permitted. The new guidance must be adopted using a modified retrospective transition approach and provides for certain practical expedients. We are currently evaluating the impact that the new guidance will have on our consolidated financial statements.

In March 2016, the FASB issued new accounting guidance which simplifies the accounting for employee share-based payments. The new guidance will require all income tax effects of awards to be recognized in the statement of operations when the awards vest or are settled. It will also allow an employer to repurchase more of an employee's shares for tax withholding purposes without triggering liability accounting and to make a policy election to account for forfeitures as they occur. This guidance

will be effective for our fiscal year beginning October 1, 2017 and early adoption is permitted. We are currently evaluating the impact that the new guidance will have on our consolidated financial statements.

In June 2016, the FASB issued a new credit loss standard that changes the impairment model for most financial assets and certain other instruments. The new guidance will replace the current "incurred loss" approach with an "expected loss" model for instruments measured at amortized cost. It also simplifies the accounting model for purchased credit-impaired debt securities and loans. We are currently evaluating the impact that the new guidance will have on our consolidated financial statements.

In August 2016, the FASB issued new guidance clarifying how entities should classify certain cash receipts and cash payments on the statement of cash flows. The guidance also clarifies how the predominance principle should be applied when cash receipts and cash payments have aspects of more than one class of cash flows. The guidance will be effective for us in our fiscal year beginning October 1, 2018, and early adoption is permitted. We are currently evaluating the impact that the new guidance will have on our consolidated statement of cash flows.

Off-Balance Sheet Arrangements

We enter into various joint venture arrangements to provide architectural, engineering, program management, construction management and operations and maintenance services. The ownership percentage of these joint ventures is typically representative of the work to be performed or the amount of risk assumed by each joint venture partner. Some of these joint ventures are considered variable interest entities. We have consolidated all joint ventures for which we have control. For all others, our portion of the earnings are recorded in equity in earnings of joint ventures. See Note 6 in the notes to our consolidated financial statements. We do not believe that we have any off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that would be material to investors.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Financial Market Risks

We are exposed to market risk, primarily related to foreign currency exchange rates and interest rate exposure of our debt obligations that bear interest based on floating rates. We actively monitor these exposures. Our objective is to reduce, where we deem appropriate to do so, fluctuations in earnings and cash flows associated with changes in foreign exchange rates and interest rates. In order to accomplish this objective, we sometimes enter into derivative financial instruments, such as forward contracts and interest rate hedge contracts. It is our policy and practice to use derivative financial instruments only to the extent necessary to manage our exposures. We do not use derivative financial instruments for trading purposes.

Foreign Exchange Rates

We are exposed to foreign currency exchange rate risk resulting from our operations outside of the U.S. We use foreign currency forward contracts from time to time to mitigate foreign currency risk. We limit exposure to foreign currency fluctuations in most of our contracts through provisions that require client payments in currencies corresponding to the currency in which costs are incurred. As a result of this natural hedge, we generally do not need to hedge foreign currency cash flows for contract work performed. The functional currency of our significant foreign operations is the respective local currency.

Interest Rates

Our Credit Agreement and certain other debt obligations are subject to variable rate interest which could be adversely affected by an increase in interest rates. As of September 30, 2016 and 2015, we had

\$1,954.9 million and \$2,414.3 million, respectively, in outstanding borrowings under our term credit agreements and our revolving credit facility. Interest on amounts borrowed under these agreements is subject to adjustment based on certain levels of financial performance. The applicable margin that is added to the borrowing's base rate can range from 0.50% to 3.00%. For the year ended September 30, 2016, our weighted average floating rate borrowings were \$2,685.1 million, or \$2,085.1 million excluding borrowings with effective fixed interest rates due to interest rate swap agreements. If short term floating interest rates had increased or decreased by 0.125%, our interest expense for the year ended September 30, 2016 would have increased or decreased by \$2.6 million. We invest our cash in a variety of financial instruments, consisting principally of money market securities or other highly liquid, short-term securities that are subject to minimal credit and market risk.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

AECOM

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Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders of AECOM

We have audited the accompanying consolidated balance sheets of AECOM (the "Company") as of September 30, 2016 and 2015, and the related consolidated statements of operations, comprehensive income (loss), stockholders' equity and cash flows for each of the three years in the period ended September 30, 2016. Our audits also included the financial statement schedule listed in the Index at Item 15(a). These financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of AECOM at September 30, 2016 and 2015, and the consolidated results of its operations and its cash flows for each of the three years in the period ended September 30, 2016, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), AECOM's internal control over financial reporting as of September 30, 2016, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated November 15, 2016 expressed an unqualified opinion thereon.

/s/ ERNST & YOUNG LLP

Los Angeles, California November 15, 2016

Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders of AECOM

We have audited AECOM's (the "Company") internal control over financial reporting as of September 30, 2016, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the "COSO criteria"). AECOM's management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, AECOM maintained, in all material respects, effective internal control over financial reporting as of September 30, 2016, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of AECOM as of September 30, 2016 and 2015, and the related consolidated statements of operations, comprehensive income (loss), stockholders' equity and cash flows for each of the three years in the period ended September 30, 2016 and our report dated November 15, 2016 expressed an unqualified opinion thereon.

/s/ ERNST & YOUNG LLP

Los Angeles, California November 15, 2016

Consolidated Balance Sheets (in thousands, except share data)

	September 30, 2016	September 30, 2015
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 588,644 103,501	\$ 543,016 140,877
Total cash and cash equivalents Accounts receivable—net Prepaid expenses and other current assets Income taxes receivable Deferred tax assets—net	692,145 4,531,460 730,101 47,065	683,893 4,841,450 388,982 81,161 250,599
TOTAL CURRENT ASSETS	6,000,771 644,992 171,508 330,485	6,246,085 699,322 — 321,625
INVESTMENTS IN UNCONSOLIDATED JOINT VENTURES GOODWILL INTANGIBLE ASSETS—NET OTHER NON-CURRENT ASSETS	5,823,843 479,439 275,707	5,820,692 659,438 267,136
TOTAL ASSETS	\$13,726,745	\$14,014,298
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES: Short-term debt	\$ 26,303 1,910,915 2,384,815 10,774 631,928 340,021	\$ 2,788 1,853,993 2,167,771 — 653,877 157,623
TOTAL CURRENT LIABILITIES OTHER LONG-TERM LIABILITIES DEFERRED TAX LIABILITY—NET PENSION BENEFIT OBLIGATIONS LONG-TERM DEBT	5,304,756 403,364 13,097 694,073 3,758,966	4,836,052 305,485 230,037 565,254 4,446,527
TOTAL LIABILITIES	10,174,256	10,383,355
151,263,650 shares as of September 30, 2016 and 2015, respectively Additional paid-in capital	1,539 3,604,519 (857,582) 618,445	1,513 3,518,999 (635,100) 522,336
TOTAL AECOM STOCKHOLDERS' EQUITY	3,366,921 185,568	3,407,748 223,195
TOTAL STOCKHOLDERS' EQUITY	3,552,489	3,630,943
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$13,726,745	\$14,014,298

AECOM
Consolidated Statements of Operations
(in thousands, except per share data)

	1	Fiscal Year Ended	
	September 30, 2016	September 30, 2015	September 30, 2014
Revenue	\$17,410,825	\$17,989,880	\$8,356,783
Cost of revenue	16,768,001	17,454,692	7,953,607
Gross profit	642,824	535,188	403,176
Equity in earnings of joint ventures	104,032	106,245	57,924
General and administrative expenses	(115,088)	(113,975)	(80,908)
Acquisition and integration expenses	(213,642)	(398,440)	(27,310)
Loss on disposal activities	(42,589)		-
Income from operations	375,537	129,018	352,882
Other income	8,180	19,139	2,748
Interest expense	(258,162)	(299,627)	(40,842)
Income (loss) before income tax (benefit) expense	125,555	(151,470)	314,788
Income tax (benefit) expense	(37,917)	(80,237)	82,024
Net income (loss)	163,472	(71,233)	232,764
subsidiaries, net of tax	(67,363)	(83,612)	(2,910)
Net income (loss) attributable to AECOM	\$ 96,109	\$ (154,845)	\$ 229,854
Net income (loss) attributable to AECOM per share:			
Basic	\$ 0.62	\$ (1.04)	\$ 2.36
Diluted	\$ 0.62	\$ (1.04)	\$ 2.33
Weighted average shares outstanding:			
Basic	154,772	149,605	97,226
Diluted	156,073	149,605	98,657

AECOM
Consolidated Statements of Comprehensive Income (Loss)
(in thousands)

	Fiscal Year Ended		
	September 30, 2016	September 30, 2015	September 30, 2014
Net income (loss)	\$ 163,472	\$ (71,233)	\$232,764
Other comprehensive (loss) income, net of tax:			
Net unrealized gain (loss) on derivatives, net of tax	5,987	(9,196)	315
Foreign currency translation adjustments	(65,224)	(285,520)	(72,715)
Pension adjustments, net of tax	(164,911)	12,953	(24,161)
Other comprehensive loss, net of tax	(224,148)	(281,763)	(96,561)
Comprehensive (loss) income, net of tax	(60,676)	(352,996)	136,203
Noncontrolling interests in comprehensive income of consolidated subsidiaries, net of tax	(65,697)	(80,347)	(1,652)
Comprehensive (loss) income attributable to AECOM, net of tax	<u>\$(126,373)</u>	<u>\$(433,343)</u>	<u>\$134,551</u>

AECOM
Consolidated Statements of Stockholders' Equity
(in thousands)

	Common Stock	Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Total AECOM Stockholders' Equity	Non- Controlling Interests	Total Stockholder's Equity
BALANCE AT SEPTEMBER 30, 2013	\$ 960 4 (14) 6	\$1,809,627 13,882 (6,778) 13,411	\$(261,299) (95,303)	\$ 472,155 229,854 (24,828)	\$2,021,443 229,854 (95,303) 13,886 (31,620) 13,417	\$ 52,651 2,910 (1,258)	\$2,074,094 232,764 (96,561) 13,886 (31,620) 13,417
Tax benefit from exercise of stock options	11	402 34,427			402 34,438	61,913	402 34,438 61,913
interests						(30,253)	(30,253)
BALANCE AT SEPTEMBER 30, 2014	967 525 16 5	1,864,971 1,577,456 (23,129) 11,068	(356,602) (278,498)	677,181 (154,845)	2,186,517 (154,845) (278,498) 1,577,981 (23,113) 11,073	85,963 83,612 (3,265)	2,272,480 (71,233) (281,763) 1,577,981 (23,113) 11,073
Tax benefit from exercise of stock options		2,781 85,852			2,781 85,852		2,781 85,852
noncontrolling interests Contributions from noncontrolling						201,154	201,154
interests						133 (144,402)	133 (144,402)
BALANCE AT SEPTEMBER 30, 2015	1,513 21 1 4	3,518,999 28,065 (25,893) 9,942	(635,100) (222,482)	522,336 96,109	3,407,748 96,109 (222,482) 28,086 (25,892) 9,946	223,195 67,363 (1,666)	3,630,943 163,472 (224,148) 28,086 (25,892) 9,946
options		73,406			73,406		73,406
noncontrolling interests Contributions from noncontrolling interests						(155) 2,006	(155) 2,006
Distributions to noncontrolling interests					**************************************	(105,175)	(105,175)
BALANCE AT SEPTEMBER 30, 2016	\$1,539	\$3,604,519	\$(857,582)	\$ 618,445	\$3,366,921	\$ 185,568	\$3,552,489

AECOM

Consolidated Statements of Cash Flows

(in thousands)

		Fiscal Year Ended	l
	September 30, 2016	September 30, 2015	September 30, 2014
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income (loss)	\$ 163,472	\$ (71,233)	\$ 232,764
Adjustments to reconcile net income (loss) to net cash provided by operating activities:	200 720	500 365	05.204
Depreciation and amortization	398,730 (104,032)	599,265 (106,245)	95,394 (57,924)
Distribution of earnings from unconsolidated joint ventures	149,215	157,616	23,839
Non-cash stock compensation	73,406	85,852	34,438
Prepayment penalty on unsecured senior notes		55,639	
Excess tax benefit from share-based payment	_	(3,642)	(748)
Foreign currency translation	(25,494)	(19,632)	(20,794)
Write-off of debt issuance costs Deferred income tax expense (benefit)	7,749 (110,122)	8,997 (53,034)	27,155
Pension curtailment and settlement gains	(7,818)	(33,034)	27,155
Loss on disposal activities	42,589	·	_
Other	2,430	(18,248)	1,460
Changes in operating assets and liabilities, net of effects of acquisitions:		***	/a=\
Accounts receivable	337,291	369,600	(14,405)
Prepaid expenses and other current and non-current assets	(16,257) 16,616	7,988 142,126	(31,103) 91,955
Accrued expenses and other current liabilities	(154,096)	(118,488)	3,283
Billings in excess of costs on uncompleted contracts	(22,949)	(128,371)	3,095
Other long-term liabilities	53,411	(143,757)	(23,702)
Income taxes payable	10,014	_	(4,082)
Net cash provided by operating activities	814,155	764,433	360,625
CASH FLOWS FROM INVESTING ACTIVITIES:			
Payments for business acquisitions, net of cash acquired	(5,534)	(3,293,284)	(53,099)
Cash acquired from consolidation of joint venture	_	(-,,,,,,,,,	18,955
Proceeds from disposal of businesses	39,699	15,127	3,646
Net investment in unconsolidated joint ventures	(71,547)	(32,705)	(52,173)
Proceeds from sales of investments	11,745	126,370	58,076
Payments for purchase of investments	(214) 54,622	(91,810) 44,906	(55,349) 4,396
Payments for capital expenditures	(191,386)	(114,332)	(67,248)
Net cash used in investing activities	(162,615)	(3,345,728)	(142,796)
	(102,013)	(3,543,728)	(172,770)
CASH FLOWS FROM FINANCING ACTIVITIES: Proceeds from borrowings under credit agreements	4,706,225	6,581,703	1,809,187
Repayments of borrowings under credit agreements	(5,199,961)	(5,158,254)	(1,976,352)
Issuance of unsecured senior notes	(5,155,551)	1,600,000	(1,5 / 0,002)
Prepayment penalty on unsecured senior notes	_	(55,639)	_
Cash paid for debt and equity issuance costs	(10,447)	(89,567)	(8,067)
Proceeds from issuance of common stock	28,192	25,561	13,886
Proceeds from exercise of stock options	9,946 (25,892)	11,073 (23,113)	13,417 (34,924)
Excess tax benefit from share-based payment	(23,672)	3,642	748
Net distributions to noncontrolling interests	(103,169)	(144,269)	(30,253)
Other financing activities	(42,873)	(31,373)	(21,399)
Net cash (used in) provided by financing activities	(637,979)	2,719,764	(233,757)
EFFECT OF EXCHANGE RATE CHANGES ON CASH	(5,309)	(28,764)	(10,561)
NET INCREASE(DECREASE) IN CASH AND CASH EQUIVALENTS	8,252	109,705	(26,489)
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	683,893	574,188	600,677
CASH AND CASH EQUIVALENTS AT END OF YEAR	\$ 692,145	\$ 683,893	\$ 574,188
SUPPLEMENTAL CASH FLOW INFORMATION: Common stock issued in acquisitions	\$ —	\$ 1,554,912	\$
Debt assumed from acquisitions	\$ 1,805	\$ 567,657	
Interest paid	\$ 216,125	\$ 179,939	\$ 43,362
Net income (taxes paid) tax refunds received	\$ (13,109)	\$ 27,349	\$ (68,797)
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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Significant Accounting Policies

Organization—Effective January 5, 2015, the name of the Company changed from AECOM Technology Corporation to AECOM. AECOM and its consolidated subsidiaries design, build, finance and operate infrastructure assets for governments, businesses and organizations around the world. The Company provides planning, consulting, architectural and engineering design services to commercial and government clients worldwide in major end markets such as transportation, facilities, environmental, energy, water and government markets. The Company also provides construction services, including building construction and energy, infrastructure and industrial construction. In addition, the Company provides program and facilities management and maintenance, training, logistics, consulting, technical assistance, and systems integration and information technology services, primarily for agencies of the U.S. government and also for national governments around the world.

Fiscal Year—The Company reports results of operations based on 52 or 53-week periods ending on the Friday nearest September 30. For clarity of presentation, all periods are presented as if the year ended on September 30. Fiscal years 2016, 2015 and 2014 contained 52, 52 and 53 weeks, respectively, and ended on September 30, October 2, and October 3, respectively.

Use of Estimates—The preparation of financial statements in conformity with accounting principles generally accepted in the United States (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The more significant estimates affecting amounts reported in the consolidated financial statements relate to revenues under long-term contracts and self-insurance accruals. Actual results could differ from those estimates.

Principles of Consolidation and Presentation—The consolidated financial statements include the accounts of all majority-owned subsidiaries and joint ventures in which the Company is the primary beneficiary. All inter-company accounts have been eliminated in consolidation. Also see Note 6 regarding joint ventures and variable interest entities.

Revenue Recognition—The Company generally utilizes a cost-to-cost approach in applying the percentage-of-completion method of revenue recognition. Under this approach, revenue is earned in proportion to total costs incurred, divided by total costs expected to be incurred. Recognition of revenue and profit is dependent upon a number of factors, including the accuracy of a variety of estimates made at the balance sheet date, engineering progress, materials quantities, the achievement of milestones, penalty provisions, labor productivity and cost estimates made at the balance sheet date. Due to uncertainties inherent in the estimation process, actual completion costs may vary from estimates. If estimated total costs on contracts indicate a loss, the Company recognizes that estimated loss within cost of revenues in the period the estimated loss first becomes known. Liabilities recorded related to accrued contract losses were not material as of September 30, 2016 and 2015.

In the course of providing its services, the Company routinely subcontracts for services and incurs other direct costs on behalf of its clients. These costs are passed through to clients and, in accordance with industry practice and GAAP, are included in the Company's revenue and cost of revenue. Because subcontractor services and other direct costs can change significantly from project to project and period to period, changes in revenue may not be indicative of business trends. These other direct costs for the years ended September 30, 2016, 2015 and 2014 were \$8.4 billion, \$8.3 billion and \$3.5 billion, respectively.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

1. Significant Accounting Policies (Continued)

Cost-Reimbursable Contracts

Cost-reimbursable contracts consists of two similar contract types: (1) cost-plus contracts and (2) time-and-materials price contracts.

Cost-Plus Contracts. The Company enters into two major types of cost-plus contracts:

Cost-Plus Fixed Fee. Under cost-plus fixed fee contracts, the Company charges clients for its costs, including both direct and indirect costs, plus a fixed negotiated fee. The total estimated cost plus the fixed negotiated fee represents the total contract value. The Company recognizes revenue based on the actual labor and other direct costs incurred, plus the portion of the fixed fee it has earned to date.

Cost-Plus Fixed Rate. Under the Company's cost-plus fixed rate contracts, the Company charges clients for its direct and indirect costs based upon a negotiated rate. The Company recognizes revenue based on the actual total costs it has expended and the applicable fixed rate.

Certain cost-plus contracts provide for award fees or a penalty based on performance criteria in lieu of a fixed fee or fixed rate. Other contracts include a base fee component plus a performance-based award fee. In addition, the Company may share award fees with subcontractors. The Company records accruals for fee-sharing as fees are earned. The Company generally recognizes revenue to the extent of costs actually incurred plus a proportionate amount of the fee expected to be earned. The Company takes the award fee or penalty on contracts into consideration when estimating revenue and profit rates, and it records revenue related to the award fees when there is sufficient information to assess anticipated contract performance. On contracts that represent higher than normal risk or technical difficulty, the Company may defer all award fees until an award fee letter is received. Once an award fee letter is received, the estimated or accrued fees are adjusted to the actual award amount.

Certain cost-plus contracts provide for incentive fees based on performance against contractual milestones. The amount of the incentive fees varies, depending on whether the Company achieves above, at, or below target results. The Company originally recognizes revenue on these contracts based upon expected results. These estimates are revised when necessary based upon additional information that becomes available as the contract progresses.

Time-and-Materials Price Contracts

Time-and-Materials Price Contracts. Under time-and-materials contracts, the Company negotiates hourly billing rates and charges its clients based on the actual time that it expends on a project. In addition, clients reimburse the Company for its actual out-of-pocket costs of materials and other direct incidental expenditures that it incurs in connection with its performance under the contract. Profit margins on time-and-materials contracts fluctuate based on actual labor and overhead costs that it directly charges or allocates to contracts compared to negotiated billing rates. Many of the Company's time-and-materials contracts are subject to maximum contract values and, accordingly, revenue relating to these contracts is recognized as if these contracts were a fixed-price contract.

Guaranteed Maximum Price Contracts

Guaranteed Maximum Price. Guaranteed maximum price contracts (GMP) are common for designbuild and commercial and residential projects. GMP contracts share many of the same contract provisions as cost-plus and fixed-price contracts. A contractor performing work pursuant to a cost-plus, GMP or

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

1. Significant Accounting Policies (Continued)

fixed-price contract will all enter into trade contracts directly. Both cost-plus and GMP contracts generally include an agreed lump sum or percentage fee which is called out and separately identified and the contracts are considered 'open' book providing the owner with full disclosure of the project costs. A fixed-price contract provides the owner with a single lump sum amount without specifically identifying the breakdown of fee or costs and is typically 'closed' book thereby providing the owner with little detail as to the project costs. In a GMP contract, unlike the cost-plus contract, the Company provides the owner with a guaranteed price for the overall construction (adjusted for change orders issued by the owner) and with a schedule which includes a completion date for the project. In addition, cost overruns in a GMP contract would generally be the Company's responsibility and in the event the Company's actions or inactions result in delays to the project, the Company may be responsible to the owner for costs associated with such delay. For many of the Company's commercial and residential GMP contracts, the final price is generally not established until the Company have awarded a substantial percentage of the trade contracts and it has negotiated additional contractual limitations, such as mutual waivers of consequential damages as well as aggregate caps on liabilities and liquidated damages.

Fixed-Price Contracts

Fixed-Price. Fixed-price contracting is the predominant contracting method outside of the United States. There are typically two types of fixed-price contracts. The first and more common type, lump-sum, involves performing all of the work under the contract for a specified lump-sum fee. Lump-sum contracts are typically subject to price adjustments if the scope of the project changes or unforeseen conditions arise. The second type, fixed-unit price, involves performing an estimated number of units of work at an agreed price per unit, with the total payment under the contract determined by the actual number of units delivered. The Company recognizes revenue on fixed-price contracts using the percentage-of-completion method described above. Prior to completion, recognized profit margins on any fixed-price contract depend on the accuracy of the Company's estimates and will increase to the extent that its actual costs are below the estimated amounts. Conversely, if the Company's costs exceed these estimates, its profit margins will decrease and the Company may realize a loss on a project. The Company recognizes anticipated losses on contracts in the period in which they become evident.

During the years ended September 30, 2016, 2015 and 2014, the types of contracts comprising the Company's revenue were as follows:

	Fiscal Year Ended			
	September 30, 2016	September 30, 2015	September 30, 2014	
Cost reimbursable	53%	57%	46%	
Guaranteed maximum price	15%	15%	14%	
Fixed price	32%	28%	40%	

Cost reimburseable contracts include cost-plus and time-and-materials price contracts.

Contract Claims—Claims are amounts in excess of the agreed contract price (or amounts not included in the original contract price) that the Company seeks to collect from customers or others for delays, errors in specifications and designs, contract terminations, change orders in dispute or unapproved as to both scope and price or other causes of unanticipated additional costs. The Company records contract revenue related to claims only if it is probable that the claim will result in additional contract revenue and if the

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

1. Significant Accounting Policies (Continued)

amount can be reliably estimated. In such cases, the Company records revenue only to the extent that contract costs relating to the claim have been incurred. As of September 30, 2016 and 2015, the Company had no significant net receivables related to contract claims.

Government Contract Matters—The Company's federal government and certain state and local agency contracts are subject to, among other regulations, regulations issued under the Federal Acquisition Regulations (FAR). These regulations can limit the recovery of certain specified indirect costs on contracts and subjects the Company to ongoing multiple audits by government agencies such as the Defense Contract Audit Agency (DCAA). In addition, most of the Company's federal and state and local contracts are subject to termination at the discretion of the client.

Audits by the DCAA and other agencies consist of reviews of the Company's overhead rates, operating systems and cost proposals to ensure that the Company accounted for such costs in accordance with the Cost Accounting Standards of the FAR (CAS). If the DCAA determines the Company has not accounted for such costs consistent with CAS, the DCAA may disallow these costs. There can be no assurance that audits by the DCAA or other governmental agencies will not result in material cost disallowances in the future.

Cash and Cash Equivalents—The Company's cash equivalents include highly liquid investments which have an initial maturity of three months or less.

Allowance for Doubtful Accounts—The Company records its accounts receivable net of an allowance for doubtful accounts. This allowance for doubtful accounts is estimated based on management's evaluation of the contracts involved and the financial condition of its clients. The factors the Company considers in its contract evaluations include, but are not limited to:

- Client type—federal or state and local government or commercial client;
- Historical contract performance;
- Historical collection and delinquency trends;
- · Client credit worthiness; and
- General economic conditions.

Derivative Financial Instruments—The Company accounts for its derivative instruments as either assets or liabilities and carries them at fair value.

For derivative instruments that hedge the exposure to variability in expected future cash flows that are designated as cash flow hedges, the effective portion of the gain or loss on the derivative instrument is reported as a component of accumulated other comprehensive income in stockholders' equity and reclassified into income in the same period or periods during which the hedged transaction affects earnings. The ineffective portion of the gain or loss on the derivative instrument, if any, is recognized in current income. To receive hedge accounting treatment, cash flow hedges must be highly effective in offsetting changes to expected future cash flows on hedged transactions.

The net gain or loss on the effective portion of a derivative instrument that is designated as an economic hedge of the foreign currency translation exposure generated by the re-measurement of certain assets and liabilities denominated in a non-functional currency in a foreign operation is reported in the

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

1. Significant Accounting Policies (Continued)

same manner as a foreign currency translation adjustment. Accordingly, any gains or losses related to these derivative instruments are recognized in current income.

Derivatives that do not qualify as hedges are adjusted to fair value through current income.

Fair Value of Financial Instruments—The Company determines the fair values of its financial instruments, including short-term investments, debt instruments and derivative instruments, and pension and post-retirement plan assets based on inputs or assumptions that market participants would use in pricing an asset or a liability. The Company categorizes its instruments using a valuation hierarchy for disclosure of the inputs used to measure fair value. This hierarchy prioritizes the inputs into three broad levels as follows: Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities; Level 2 inputs are quoted prices for similar assets and liabilities in active markets or inputs that are observable for the asset or liability, either directly or indirectly through market corroboration, for substantially the full term of the financial instrument; Level 3 inputs are unobservable inputs based on the Company's assumptions used to measure assets and liabilities at fair value. The classification of a financial asset or liability within the hierarchy is determined based on the lowest level input that is significant to the fair value measurement.

The carrying amounts of cash and cash equivalents, accounts receivable and accounts payable approximate fair value because of the short maturities of these instruments. The carrying amount of the revolving credit facility approximates fair value because the interest rates are based upon variable reference rates.

The Company's fair value measurement methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Although the Company believes its valuation methods are appropriate and consistent with those used by other market participants, the use of different methodologies or assumptions to determine fair value could result in a different fair value measurement at the reporting date.

Property and Equipment—Property and equipment are recorded at cost and are depreciated over their estimated useful lives using the straight-line method. Expenditures for maintenance and repairs are expensed as incurred. Typically, estimated useful lives range from three to ten years for equipment, furniture and fixtures. Leasehold improvements are amortized on a straight-line basis over the shorter of their estimated useful lives or the remaining terms of the underlying lease agreement.

Long-lived Assets—Long-lived assets to be held and used are reviewed for impairment whenever events or circumstances indicate that the assets may be impaired. For assets to be held and used, impairment losses are recognized based upon the excess of the asset's carrying amount over the fair value of the asset. For long-lived assets to be disposed, impairment losses are recognized at the lower of the carrying amount or fair value less cost to sell.

Goodwill and Acquired Intangible Assets—Goodwill represents the excess of amounts paid over the fair value of net assets acquired from an acquisition. In order to determine the amount of goodwill resulting from an acquisition, the Company performs an assessment to determine the value of the acquired company's tangible and identifiable intangible assets and liabilities. In its assessment, the Company determines whether identifiable intangible assets exist, which typically include backlog and customer relationships. Intangible assets are amortized over the period in which the contractual or economic benefits of the intangible assets are expected to be realized.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

1. Significant Accounting Policies (Continued)

The Company tests goodwill for impairment annually for each reporting unit in the fourth quarter of the fiscal year, and between annual tests if events occur or circumstances change which suggest that goodwill should be evaluated. Such events or circumstances include significant changes in legal factors and business climate, recent losses at a reporting unit, and industry trends, among other factors. A reporting unit is defined as an operating segment or one level below an operating segment. The Company's impairment tests are performed at the operating segment level as they represent the Company's reporting units.

The impairment test is a two-step process. During the first step, the Company estimates the fair value of the reporting unit using income and market approaches, and compares that amount to the carrying value of that reporting unit. In the event the fair value of the reporting unit is determined to be less than the carrying value, a second step is required. The second step requires the Company to perform a hypothetical purchase allocation for that reporting unit and to compare the resulting current implied fair value of the goodwill to the current carrying value of the goodwill for that reporting unit. In the event that the current implied fair value of the goodwill is less than the carrying value, an impairment charge is recognized. See also Note 3.

Pension Plans—The Company has certain defined benefit pension plans. The Company calculates the market-related value of assets, which is used to determine the return-on-assets component of annual pension expense and the cumulative net unrecognized gain or loss subject to amortization. This calculation reflects the Company's anticipated long-term rate of return and amortization of the difference between the actual return (including capital, dividends, and interest) and the expected return over a five-year period. Cumulative net unrecognized gains or losses that exceed 10% of the greater of the projected benefit obligation or the market related value of plan assets are subject to amortization.

Insurance Reserves—The Company maintains insurance for certain insurable business risks. Insurance coverage contains various retention and deductible amounts for which the Company accrues a liability based upon reported claims and an actuarially determined estimated liability for certain claims incurred but not reported. It is generally the Company's policy not to accrue for any potential legal expense to be incurred in defending the Company's position. The Company believes that its accruals for estimated liabilities associated with professional and other liabilities are sufficient and any excess liability beyond the accrual is not expected to have a material adverse effect on the Company's results of operations or financial position.

Foreign Currency Translation—The Company's functional currency is the U.S. dollar. Results of operations for foreign entities are translated to U.S. dollars using the average exchange rates during the period. Assets and liabilities for foreign entities are translated using the exchange rates in effect as of the date of the balance sheet. Resulting translation adjustments are recorded as a foreign currency translation adjustment into other accumulated comprehensive income/(loss) in stockholders' equity.

The Company uses foreign currency forward contracts from time to time to mitigate foreign currency risk. The Company limits exposure to foreign currency fluctuations in most of its contracts through provisions that require client payments in currencies corresponding to the currency in which costs are incurred. As a result of this natural hedge, the Company generally does not need to hedge foreign currency cash flows for contract work performed. The functional currency of all significant foreign operations is the respective local currency.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

1. Significant Accounting Policies (Continued)

Noncontrolling Interests—Noncontrolling interests represent the equity investments of the minority owners in the Company's joint ventures and other subsidiary entities that the Company consolidates in its financial statements.

Income Taxes—The Company files a consolidated U.S. federal corporate income tax return and combined / consolidated state tax returns and separate company state tax returns. The Company accounts for certain income and expense items differently for financial reporting and income tax purposes. Deferred tax assets and liabilities are determined based on the difference between the financial statement and tax basis of assets and liabilities, applying enacted statutory tax rates in effect for the year in which the differences are expected to reverse. In determining the need for a valuation allowance, management reviews both positive and negative evidence, including the nature, frequency, and severity of cumulative financial reporting losses in recent years, the future reversal of existing temporary differences, predictability of future taxable income exclusive of reversing temporary differences of the character necessary to realize the asset, relevant carryforward periods, taxable income in carry-back years if carry-back is permitted under tax law, and prudent and feasible tax planning strategies that would be implemented, if necessary, to protect against the loss of the deferred tax asset that would otherwise expire. Based upon management's assessment of all available evidence, the Company has concluded that it is more likely than not that the deferred tax assets, net of valuation allowance, will be realized.

2. New Accounting Pronouncements and Changes in Accounting

In May 2014, the Financial Accounting Standards Board (FASB) issued new accounting guidance which amended the existing accounting standards for revenue recognition. The new accounting guidance establishes principles for recognizing revenue upon the transfer of promised goods or services to customers, in an amount that reflects the expected consideration received in exchange for those goods or services. The amendments may be applied retrospectively to each prior period presented or retrospectively with the cumulative effect recognized as of the date of initial application. The Company continues to evaluate the impact and method of the adoption of the new accounting guidance on its consolidated financial statements and expects to adopt the new guidance on October 1, 2018.

In February 2015, the FASB issued amended guidance to the consolidation standard which updates the analysis that a reporting entity must perform to determine whether it should consolidate certain types of legal entities. The amendment modifies the evaluation of whether limited partnerships and similar legal entities are variable interest entities (VIEs) or voting interest entities and affects the consolidation analysis of reporting entities that are involved with VIEs, particularly those that have fee arrangements and related party relationships, among other provisions. This amended guidance will be effective for the Company's fiscal year beginning October 1, 2016. The Company does not expect the adoption of this amended guidance will have a material impact on its consolidated financial statements.

In April 2015, the FASB issued new accounting guidance which requires debt issuance costs to be presented in the balance sheet as a direct deduction from the carrying value of the associated debt liability, consistent with the presentation of a debt discount. Prior to the issuance of the standard, debt issuance costs were required to be presented in the balance sheet as an asset. The guidance requires retrospective application and represents a change in accounting principle. The Company does not expect the guidance to have a material impact on its consolidated financial statements, as the application of this guidance affects classification only. This guidance will be effective for the Company's fiscal year beginning October 1, 2016.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

2. New Accounting Pronouncements and Changes in Accounting (Continued)

In April 2015, the FASB issued new accounting guidance which provides the use of a practical expedient that permits the entity to measure defined benefit plans assets and obligations using the month-end date that is closest to the entity's fiscal year-end date and apply that practical expedient consistently from year to year. The adoption of this guidance will not have a material impact on its consolidated financial statements. This guidance will be effective for the Company's fiscal year beginning October 1, 2016.

In September 2015, the FASB issued new accounting guidance which simplifies the accounting for measurement-period adjustments in connection with business combinations. The new guidance requires that the cumulative impact of a measurement-period adjustment (including the impact on prior periods) be recognized in the reporting period in which the adjustment amount is determined and, therefore, eliminates the requirement to retrospectively account for the adjustment in prior periods presented. This guidance was effective for fiscal years and interim periods beginning after December 15, 2015 and was to be applied prospectively to measurement-period adjustments that occur after the effective date. Early adoption was permitted. The Company early adopted this guidance during the first quarter of fiscal 2016, which did not have a material impact on the Company's financial statements.

In the first quarter of fiscal 2016, the Company adopted new accounting guidance which raises the threshold for a disposal to qualify as a discontinued operation and requires new disclosures of both discontinued operations and certain other disposals that do not meet the definition of a discontinued operation. This adoption did not have a material impact on the Company's consolidated financial statements.

In November 2015, the FASB issued new accounting guidance which simplifies the presentation of deferred income taxes. This guidance requires that deferred tax assets and liabilities be classified as non-current in the balance sheet. The Company has elected early adoption of this standard on a prospective basis in the first quarter of fiscal 2016. This resulted in a reclassification of the Company's net current deferred tax asset and net current deferred tax liability to the net non-current deferred tax asset and to its net non-current deferred tax liability in the Company's consolidated balance sheet as of December 31, 2015. Prior periods were not retrospectively adjusted. The adoption of this guidance had no impact on the Company's consolidated results of income or comprehensive income.

In February 2016, the FASB issued new accounting guidance which changes accounting for leases. The new guidance requires lessees to recognize the assets and liabilities arising from all leases, including those classified as operating leases under previous accounting guidance, on the balance sheet. It also requires disclosure of key information about leasing arrangements to increase transparency and comparability among organizations. The guidance will be effective for the Company's fiscal year beginning October 1, 2019 with early adoption permitted. The new guidance must be adopted using a modified retrospective transition approach and provides for certain practical expedients. The Company is currently evaluating the impact that the new guidance will have on its consolidated financial statements.

In March 2016, the FASB issued new accounting guidance which simplifies the accounting for employee share-based payments. The new guidance will require all income tax effects of awards to be recognized in the statement of operations when the awards vest or are settled. It will also allow an employer to repurchase more of an employee's shares for tax withholding purposes without triggering liability accounting and to make a policy election to account for forfeitures as they occur. This guidance will be effective for the Company in its fiscal year beginning October 1, 2017 and early adoption is

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

2. New Accounting Pronouncements and Changes in Accounting (Continued)

permitted. The Company is currently evaluating the impact that the new guidance will have on its consolidated financial statements.

In June 2016, the FASB issued a new credit loss standard that changes the impairment model for most financial assets and certain other instruments. The new guidance will replace the current "incurred loss" approach with an "expected loss" model for instruments measured at amortized cost. It also simplifies the accounting model for purchased credit-impaired debt securities and loans. The Company is currently evaluating the impact that the new guidance will have on its consolidated financial statements.

In August 2016, the FASB issued new guidance clarifying how entities should classify certain cash receipts and cash payments on the statement of cash flows. The guidance also clarifies how the predominance principle should be applied when cash receipts and cash payments have aspects of more than one class of cash flows. The guidance will be effective for the Company in its fiscal year beginning October 1, 2018, and early adoption is permitted. The Company is currently evaluating the impact that the new guidance will have on its consolidated statement of cash flows.

3. Business Acquisitions, Goodwill, and Intangible Assets

On October 17, 2014, the Company completed the acquisition of the U.S. headquartered URS Corporation (URS), an international provider of engineering, construction, and technical services, by purchasing 100% of the outstanding shares of URS common stock. The purpose of the acquisition was to further diversify the Company's market presence and accelerate the Company's strategy to create an integrated delivery platform for customers. The Company paid total consideration of approximately \$2.3 billion in cash and issued approximately \$1.6 billion of AECOM common stock to the former stockholders and certain equity award holders of URS. In connection with the acquisition, the Company also assumed URS's senior notes totaling \$1.0 billion, and upon the occurrence of a change in control of URS, the URS senior noteholders had the right to redeem their notes at a cash price equal to 101% of the principal amount of the notes. Accordingly, on October 24, 2014, the Company purchased \$0.6 billion of URS's senior notes from the noteholders. See also Note 8, Debt. Additionally, the Company repaid in full URS's \$0.6 billion 2011 term loan and \$0.1 billion of URS's revolving line of credit.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

3. Business Acquisitions, Goodwill, and Intangible Assets (Continued)

The following summarizes the estimated fair values of URS assets acquired and liabilities assumed (in millions), as of the acquisition date:

Cash and cash equivalents	\$ 284.9 2,512.8 421.0
Property and equipment	570.9
Identifiable intangible assets:	
Customer relationships, contracts and backlog	973.8
Tradename	7.8
Total identifiable intangible assets	981.6
Goodwill	4,059.8
Other non-current assets	329.8
Accounts payable	(656.7)
Accrued expenses and other current liabilities	(1,403.7)
Billings in excess of costs on uncompleted contracts	(398.8)
Current portion of long-term debt	(47.4)
Other long-term liabilities	(406.1)
Pension benefit obligations	(406.3)
Long-term debt	(520.2)
Noncontrolling interests	(201.0)
Net assets acquired	\$ 5,120.6

Backlog and customer relationships represent the fair value of existing contracts and the underlying customer relationships, and have lives ranging from 1 to 11 years (weighted average lives of approximately 3 years). Other intangible assets primarily consist of the fair value of office leases. Goodwill recognized largely results from a substantial assembled workforce, which does not qualify for separate recognition, as well as expected future synergies from combining operations. Accrued expenses and other current liabilities above include URS project liabilities and approximately \$240 million related to estimated URS legal settlements and uninsured legal damages; see Note 18, Commitments and Contingencies including legal matters related to former URS affiliates.

The following presents summarized unaudited pro forma operating results assuming that the Company had acquired URS at October 1, 2013. These pro forma operating results are presented for

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

3. Business Acquisitions, Goodwill, and Intangible Assets (Continued)

illustrative purposes only and are not indicative of the operating results that would have been achieved had the related events occurred.

	Twelve Months Ended	
	Sept 30, 2015	Sept 30, 2014
	(in millions)	
Revenue	\$18,288	\$18,776
Income from continuing operations	509	(144)
Net income	325	1
Net income (loss) attributable to AECOM	229	(65)
Net income (loss) attributable to AECOM per share:		
Basic	\$ 1.51	\$ (0.43)
Diluted	\$ 1.50	\$ (0.43)

Amortization of intangible assets relating to URS was \$183.3 million and \$361.6 million during the twelve months ended September 30, 2016 and 2015, respectively. Additionally, included in equity in earnings of joint ventures and noncontrolling interests was intangible amortization expense of \$23.0 million and \$(13.8) million, respectively, during the twelve months ended September 30, 2016 and \$37.3 million and \$(26.6) million, respectively, during the twelve months ended September 30, 2015 related to joint venture fair value adjustments.

Billings in excess of costs on uncompleted contracts includes a margin fair value liability associated with long-term contracts acquired in connection with the acquisition of URS on October 17, 2014. This margin fair value liability was \$149.1 million at the acquisition date, and its carrying value was \$14.9 million at September 30, 2016, and is recognized as revenue on a percentage-of-completion basis as the applicable projects progress. The Company anticipates the remaining liability will be recognized as revenue over five years, with the majority over the first two years. Revenue and the related income from operations related to the margin fair value liability recognized during the twelve months ended September 30, 2016 and 2015 was \$37.2 million and \$96.9 million, respectively.

Acquisition and integration expenses, resulting from the acquisition of URS, in the accompanying consolidated statements of operations comprised of the following (in millions):

	Twelve Months Ended		
	Sept 30, 2016	Sept 30, 2015	
Severance and personnel costs	\$ 23.4	\$223.8	
Professional service, real estate-related, and other expenses	190.2	174.6	
Total	\$213.6	\$398.4	

Included in severance and personnel costs for the twelve months ended September 30, 2016 and 2015 was \$21.8 million and \$101.9 million of severance expenses, respectively, of which \$19.3 million and \$83.6 million was paid as of September 30, 2016 and 2015, respectively. All acquisition and integration expenses are classified within Corporate, as presented in Note 19.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

3. Business Acquisitions, Goodwill, and Intangible Assets (Continued)

Interest expense in the consolidated statements of operations for the twelve months ended September 30, 2015 included a \$55.6 million penalty from the prepayment of the Company's unsecured senior notes and \$9.0 million related to the write-off of capitalized debt issuance costs from its unsecured senior notes, and 2014 Credit Agreement.

The Company completed one, one and two business acquisitions during the years ended September 30, 2016, 2015 and 2014, respectively. These other business acquisitions did not meet the quantitative thresholds to require pro forma disclosures of operating results, either individually or in the aggregate, based on the Company's consolidated assets, investments and net income. The Company also obtained control of an unconsolidated joint venture that resulted in its consolidation during the year ended September 30, 2014, as further discussed in Note 6.

Business acquisitions during the year ended September 30, 2014 included Hunt Construction Group, a United States-based commercial construction management firm which serves clients in both the public and private sectors, and Spain-based ACE International Consultants S.L., a leading consulting firm specializing in economic and social development cooperation and private sector development.

Excluding URS, the aggregate value of all consideration for acquisitions consummated during the years ended September 30, 2016, 2015 and 2014 were \$5.5 million, \$27.3 million and \$88.5 million, respectively. The following table summarizes the estimated fair values of the assets acquired and liabilities assumed, as of the acquisition dates, from acquisitions consummated during the fiscal years presented, excluding URS:

	Fiscal Year Ended		
	September 30, 2015	September 30, 2014	
	(in millions)		
Cash acquired	\$ 0.6	\$ 17.1	
Other current assets	13.8	256.2	
Identifiable intangible assets:			
Customer relationships, contracts and backlog	1.3	10.4	
Trademark / tradename		1.5	
Total intangible assets	\$ 1.3	\$ 11.9	
Goodwill	23.6	72.7	
Other non-current assets		16.5	
Current liabilities	(12.0)	(274.1)	
Non-current liabilities		(11.8)	
Net assets acquired	\$ 27.3	\$ 88.5	

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

3. Business Acquisitions, Goodwill, and Intangible Assets (Continued)

Consideration for acquisitions above, excluding URS, includes the following:

	Fiscal Ye	ar Ended
	September 30, 2015	September 30, 2014
	(in mi	llions)
Cash paid	\$ 4.8	\$70.2
Contingent consideration / promissory notes	22.5	18.3
Total consideration	\$27.3	<u>\$88.5</u>

All of the above acquisitions were accounted for under the purchase method of accounting. As such, the purchase consideration of each acquired company was allocated to acquired tangible and intangible assets and liabilities based upon their fair values. The excess of the purchase consideration over the fair value of the net tangible and identifiable intangible assets acquired was recorded as goodwill. The determination of fair values of assets and liabilities acquired requires the Company to make estimates and use valuation techniques when market value is not readily available. The results of operations of each company acquired have been included in the Company's financial statements from the date of acquisition. Transaction costs associated with business acquisitions are expensed as they are incurred.

At the time of acquisition, the Company preliminarily estimates the amount of the identifiable intangible assets acquired based upon historical valuations of similar acquisitions and the facts and circumstances available at the time. The Company determines the final value of the identifiable intangible assets as soon as information is available, but not more than 12 months from the date of acquisition. Post-acquisition adjustments primarily relate to project related liabilities.

Loss on disposal activities of \$42.6 million in the accompanying statements of operations for the twelve months ended September 30, 2016 included losses on the disposition of non-core energy related businesses, equipment and other assets acquired with URS and reported within the Construction Services segment. Net assets related to the loss on disposal activities were \$112.8 million. Income from operations included losses incurred by non-core businesses of \$36.9 million during the twelve months ended September 30, 2016.

The changes in the carrying value of goodwill by reportable segment for the fiscal years ended September 30, 2016 and 2015 were as follows:

	Fiscal Year 2016					
	September 30, 2015	Post- Acquisition Adjustments	Foreign Exchange Impact	Disposed	September 30, 2016	
		(i	in millions)			
Design and Consulting Services	\$3,163.3	\$26.7	\$ 8.2	\$ _	\$3,198.2	
Construction Services	918.5	8.7	(0.7)	(11.3)	915.2	
Management Services	1,738.9	4.0	(32.5)		1,710.4	
Total	\$5,820.7	\$39.4	<u>\$(25.0)</u>	<u>\$(11.3)</u>	\$5,823.8	

AECOM NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

3. Business Acquisitions, Goodwill, and Intangible Assets (Continued)

	Fiscal Year 2015					
	September 30, 2014	Post- Acquisition Adjustments	Foreign Exchange Impact	Acquired	September 30, 2015	
			in millions)			
Design and Consulting Services	\$1,479.2	\$5.5	\$ (96.0)	\$1,774.6	\$3,163.3	
Construction Services	276.9	0.6	(34.0)	675.0	918.5	
Management Services	181.2		(38.1)	1,595.8	1,738.9	
Total	\$1,937.3	\$6.1	\$(168.1)	\$4,045.4	\$5,820.7	

The gross amounts and accumulated amortization of the Company's acquired identifiable intangible assets with finite useful lives as of September 30, 2016 and 2015, included in intangible assets—net, in the accompanying consolidated balance sheets, were as follows:

	S	September 30, 2016			September 30, 2015		
	Gross Amount	Accumulated Amortization	Intangible Assets, Net	Gross Amount	Accumulated Amortization	Intangible Assets, Net	Amortization Period (years)
			(in mi	llions)			
Backlog and customer							
relationships	\$1,247.1	\$(767.7)	\$479.4	\$1,224.7	\$(565.3)	\$659.4	1 - 11
Trademark / tradename	16.4	(16.4)		16.4	(16.4)		0.3 - 2
Total	\$1,263.5	\$(784.1)	\$479.4	\$1,241.1	\$(581.7)	\$659.4	

Amortization expense of acquired intangible assets included within cost of revenue was \$202.4 million, \$391.0 million, and \$24.0 million for the years ended September 30, 2016, 2015 and 2014, respectively. The following table presents estimated amortization expense of existing intangible assets for the succeeding years:

Fiscal Year	(in millions)
2017	\$ 96.3
2018	82.1
2019	76.7
2020	64.8
2021	55.1
Thereafter	104.4
Total	\$479.4

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

4. Accounts Receivable

Accounts receivable consisted of the following:

	Fiscal Ye	ar Ended
	September 30, 2016	September 30, 2015
	(in mi	llions)
Billed	\$2,267.6	\$2,426.2
Unbilled	1,890.2	2,099.8
Contract retentions	434.1	379.6
Total accounts receivable—gross	4,591.9	4,905.6
Allowance for doubtful accounts	(60.4)	(64.1)
Total accounts receivable—net	\$4,531.5	\$4,841.5

Billed accounts receivable represent amounts billed to clients that have yet to be collected. Unbilled accounts receivable represents the contract revenue recognized but not yet billed pursuant to contract terms or accounts billed after the period end. Substantially all unbilled receivables as of September 30, 2016 and 2015 are expected to be billed and collected within twelve months. Contract retentions represent amounts invoiced to clients where payments have been withheld pending the completion of certain milestones, other contractual conditions or upon the completion of the project. These retention agreements vary from project to project and could be outstanding for several months or years.

Allowances for doubtful accounts have been determined through specific identification of amounts considered to be uncollectible and potential write-offs, plus a non-specific allowance for other amounts for which some potential loss has been determined to be probable based on current and past experience.

Other than the U.S. government, no single client accounted for more than 10% of the Company's outstanding receivables at September 30, 2016 and 2015.

The Company sold trade receivables to financial institutions, of which \$356.3 million and \$240.8 million were outstanding as of September 30, 2016 and 2015, respectively. The Company does not retain financial or legal obligations for these receivables that would result in material losses. The Company's ongoing involvement is limited to the remittance of customer payments to the financial institutions with respect to the sold trade receivables.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

5. Property and Equipment

Property and equipment, at cost, consists of the following:

	Fiscal Ye		
	September 30, September 30, 2016		Useful Lives (years)
	(in m	llions)	
Building and land	\$ 57.9	\$ 105.7	10 - 45
Leasehold improvements	381.4	349.3	1 - 20
Computer systems and equipment	652.0	627.7	3 - 12
Furniture and fixtures	129.7	125.8	3 - 10
Total	1,221.0	1,208.5	
Accumulated depreciation and amortization .	(576.0)	(509.2)	
Property and equipment, net	\$ 645.0	\$ 699.3	

Depreciation expense for the fiscal years ended September 30, 2016, 2015 and 2014 were \$171.7 million, \$191.3 million, and \$69.1 million, respectively. Depreciation is calculated using primarily the straight-line method over the estimated useful lives of the assets, or in the case of leasehold improvements and capitalized leases, the lesser of the remaining term of the lease or its estimated useful life. Included in payments for capital expenditures presented within the Consolidated Statements of Cash Flows, were proceeds from disposals of property and equipment of \$54.6 million, \$44.9 million, and \$4.4 million for the years ended September 30, 2016, 2015 and 2014, respectively.

6. Joint Ventures and Variable Interest Entities

The Company's joint ventures provide architecture, engineering, program management, construction management and operations and maintenance services. Joint ventures, the combination of two or more partners, are generally formed for a specific project. Management of the joint venture is typically controlled by a joint venture executive committee, comprised of representatives from the joint venture partners. The joint venture executive committee normally provides management oversight and controls decisions which could have a significant impact on the joint venture.

Some of the Company's joint ventures have no employees and minimal operating expenses. For these joint ventures, the Company's employees perform work for the joint venture, which is then billed to a third-party customer by the joint venture. These joint ventures function as pass through entities to bill the third-party customer. For consolidated joint ventures of this type, the Company records the entire amount of the services performed and the costs associated with these services, including the services provided by the other joint venture partners, in the Company's result of operations. For certain of these joint ventures where a fee is added by an unconsolidated joint venture to client billings, the Company's portion of that fee is recorded in equity in earnings of joint ventures.

The Company also has joint ventures that have their own employees and operating expenses, and to which the Company generally makes a capital contribution. The Company accounts for these joint ventures either as consolidated entities or equity method investments based on the criteria further discussed below.

The Company follows guidance on the consolidation of variable interest entities (VIEs) that requires companies to utilize a qualitative approach to determine whether it is the primary beneficiary of a VIE. The process for identifying the primary beneficiary of a VIE requires consideration of the factors that

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

6. Joint Ventures and Variable Interest Entities (Continued)

indicate a party has the power to direct the activities that most significantly impact the joint ventures' economic performance, including powers granted to the joint venture's program manager, powers contained in the joint venture governing board and, to a certain extent, a company's economic interest in the joint venture. The Company analyzes its joint ventures and classifies them as either:

- a VIE that must be consolidated because the Company is the primary beneficiary or the joint venture is not a VIE and the Company holds the majority voting interest with no significant participative rights available to the other partners; or
- a VIE that does not require consolidation and is treated as an equity method investment because
 the Company is not the primary beneficiary or the joint venture is not a VIE and the Company does
 not hold the majority voting interest.

As part of the above analysis, if it is determined that the Company has the power to direct the activities that most significantly impact the joint venture's economic performance, the Company considers whether or not it has the obligation to absorb losses or rights to receive benefits of the VIE that could potentially be significant to the VIE.

Contractually required support provided to the Company's joint ventures is discussed in Note 18. Summary of financial information of the consolidated joint ventures is as follows:

	September 30, 2016	September 30, 2015
	(in mi	llions)
Current assets	\$684.1	\$ 727.8
Non-current assets	230.8	282.8
Total assets	\$914.9	\$1,010.6
Current liabilities	\$407.4	\$ 441.5
Non-current liabilities	12.4	0.2
Total liabilities	419.8	441.7
Total AECOM equity	318.0	354.7
Noncontrolling interests	177.1	214.2
Total owners' equity	495.1	568.9
Total liabilities and owners' equity	\$914.9	\$1,010.6

Total revenue of the consolidated joint ventures was \$1,935.2 million, \$2,368.0 million, and \$614.5 million for the years ended September 30, 2016, 2015 and 2014, respectively. The assets of the Company's consolidated joint ventures are restricted for use only by the particular joint venture and are not available for the general operations of the Company.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

6. Joint Ventures and Variable Interest Entities (Continued)

Summary of financial information of the unconsolidated joint ventures, as derived from their unaudited financial statements, is as follows:

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Santambar 30

	2016 September 30,	September 30, 2015	
	(in millions)		
Current assets	\$1,407.0	\$1,200.7	
Non-current assets	<u>499.4</u>	527.3	
Total assets	\$1,906.4	\$1,728.0	
Current liabilities	\$ 977.3	\$ 936.7	
Non-current liabilities	146.2	87.0	
Total liabilities	1,123.5	1,023.7	
Joint venturers' equity	782.9	704.3	
Total liabilities and joint venturers' equity	\$1,906.4	\$1,728.0	
AECOM's investment in joint ventures	\$ 330.5	\$ 321.6	
	Twelve Mo	nths Ended	
	September 30, 2016	September 30, 2015	
	(in m	illions)	
Revenue	\$4,871.8	\$4,754.6	
Cost of revenue	4,618.3	4,476.8	
Gross profit	\$ 253.5	\$ 277.8	
Net income	\$ 233.9	\$ 231.2	

Summary of AECOM's equity in earnings of unconsolidated joint ventures is as follows:

	Fiscal Year Ended				
	September 30, 2016	September 30, 2015	September 30, 2014		
		(in millions)			
Pass through joint ventures	\$ 21.9	\$ 26.2	\$10.2		
Other joint ventures	82.1	80.0	47.7		
Total	\$104.0	<u>\$106.2</u>	<u>\$57.9</u>		

Included in equity in earnings above is a \$37.4 million gain recognized upon change in control (\$23.4 million, net of tax) of an unconsolidated joint venture in the year ended September 30, 2014. The Company obtained control of the joint venture through modifications to the joint venture's operating agreement, which required the Company to consolidate the joint venture. The acquisition date fair value of the previously held equity interest was \$58.0 million, excluding the control premium. The measurement of the fair value of the equity interest immediately before obtaining control of the joint venture resulted in the pre-tax gain of \$37.4 million. The Company utilized income and market approaches, in addition to obtaining an independent third party valuation, in determining the joint venture's fair value, which includes making assumptions about variables such as revenue growth rates, profitability, discount rates,

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

6. Joint Ventures and Variable Interest Entities (Continued)

and industry market multiples. These assumptions are subject to a high degree of judgment. Total assets and liabilities of this entity included in the accompanying consolidated balance sheet at the acquisition date were \$207.8 million and \$48.1 million, respectively. This acquisition did not meet the quantitative thresholds to require pro forma disclosures of operating results based on the Company's consolidated assets, investments and net income. This joint venture performs engineering and program management services in the Middle East and is included in the Company's DCS segment.

7. Pension Benefit Obligations

In the U.S., the Company sponsors various qualified defined benefit pension plans. The legacy AECOM defined benefit plan covers substantially all permanent AECOM employees hired as of March 1, 1998. The other recently acquired plans cover employees of URS and the Hunt Corporation at the time of their acquisition. Benefits under these plans generally are based on the employee's years of creditable service and compensation. The Company adopted an amendment to freeze benefits under the URS Federal Services, Inc. Employees Retirement Plan during the three months ended December 31, 2015, which resulted in the curtailment gain listed below. All defined benefit plans are closed to new participants and all defined benefit plans have frozen accruals.

The Company also sponsors various non-qualified plans in the U.S.; all of these plans are frozen. Outside the U.S., the Company sponsors various pension plans, which are appropriate to the country in which the Company operates, some of which are government mandated.

The following tables provide reconciliations of the changes in the U.S. and international plans' benefit obligations, reconciliations of the changes in the fair value of assets for the last three years ended September 30, and reconciliations of the funded status as of September 30 of each year.

	Fiscal Year Ended						
	September 30, 2016		September 30, 2015		Septem 20		
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l	
			(in mil	lions)			
Change in benefit obligation:							
Benefit obligation at beginning of year	\$718.2	\$1,239.2	\$217.0	\$ 676.6	\$180.3	\$622.1	
Service cost	4.3	1.0	6.8	1.1		0.7	
Participant contributions	0.1	0.5	0.4	0.5	0.4	0.2	
Interest cost	22.0	39.2	28.2	47.1	7.8	27.9	
Benefits and expenses paid	(37.4)	(41.9)	(33.9)	(41.0)	(12.8)	(23.3)	
Actuarial (gain) loss	52.3	377.1	(41.0)	10.6	23.2	62.3	
Plan settlements	(32.9)	(0.7)	(20.1)	(2.5)	_	(2.0)	
Plan amendments	0.2	` <u> </u>		· —			
Plan curtailments	(6.8)	_		_			
Net transfer in/(out)/acquisitions	`—		560.8	618.6	18.1	_	
Foreign currency translation (gain) loss		(208.2)		(71.8)		(11.3)	
Benefit obligation at end of year	\$720.0	<u>\$1,406.2</u>	\$718.2	\$1,239.2	\$217.0	\$676.6	

AECOM NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

7. Pension Benefit Obligations (Continued)

	Fiscal Year Ended					
	September 30, 2016		30, September 30, 2015		September 30, 2014	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
			(in mil	lions)		-
Change in plan assets						
Fair value of plan assets at beginning of year .	\$459.0	\$ 925.8	\$139.7	\$532.6	\$119.8	\$489.9
Actual return on plan assets	49.6	215.9	(2.8)	49.9	14.2	60.4
Employer contributions	18.5	20.2	42.1	24.4	4.9	16.4
Participant contributions	0.1	0.5	0.4	0.5	0.4	0.2
Benefits and expenses paid	(37.4)	(41.9)	(33.9)	(41.0)	(12.8)	(23.3)
Plan settlements	(32.9)	(0.7)	(20.1)	(2.5)	_	(2.0)
Net transfer in/(out)/acquisitions	` _	` <u>—</u>	333.6	415.5	13.2	_
Foreign currency translation (loss) gain		(146.6)		(53.6)		(9.0)
Fair value of plan assets at end of year	\$456.9	\$ 973.2	\$459.0	\$925.8	\$139.7	<u>\$532.6</u>
			Fiscal Year	Ended		
	September 30, September 30, 2016 2015				Septem 20	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
			(in millio	ons)		

	2016		20	15	20	14
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
			(in mill	lions)		
Reconciliation of funded status:						
Funded status at end of year	\$(263.1)	\$(433.0)	\$(259.2)	\$(313.4)	\$(77.3)	\$(144.0)
Contribution made after measurement date	N/A	N/A	N/A	N/A	N/A	N/A
Net amount recognized at end of year	\$(263.1)	\$(433.0)	\$(259.2)	\$(313.4)	<u>\$(77.3)</u>	\$(144.0)

The following table sets forth the amounts recognized in the consolidated balance sheets as of September 30, 2016, 2015 and 2014:

			Fiscal Year	r Ended		
	September 30, 2016		Septem 20		September 30, 2014	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
			(in mill	ions)		
Amounts recognized in the consolidated balance sheets:						
Other non-current assets	\$ 2.0	\$ 5.3	\$ 1.6	\$ 1.7	\$ —	\$ 1.1
liabilities	(9.3)		(10.6)		(1.7)	
Pension benefit obligations	(255.8)	(438.3)	(250.2)	(315.1)	(75.6)	(145.1)
Net amount recognized in the balance sheet	<u>\$(263.1)</u>	<u>\$(433.0)</u>	<u>\$(259.2)</u>	<u>\$(313.4)</u>	<u>\$(77.3)</u>	<u>\$(144.0)</u>

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

7. Pension Benefit Obligations (Continued)

The following table details the reconciliation of amounts in the consolidated statements of stockholders' equity for the fiscal years ended September 30, 2016, 2015 and 2014:

	Fiscal Year Ended						
	September 30, 2016		September 30, 2015		September 30, 2014		
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l	
			(in m	illions)			
Reconciliation of amounts in consolidated statements of stockholders' equity:							
Prior service credit (cost)	\$ (0.2)	\$ 4.4	\$ —	\$ 5.3	\$ —	\$ 5.8	
Net (loss)	(129.6)	(343.3)	(99.3)	(183.6)	(113.0)	(190.1)	
Total recognized in accumulated other comprehensive (loss)	\$(129.8)	\$(338.9)	\$(99.3)	\$(178.3)	\$(113.0)	\$(184.3)	

The following table details the components of net periodic benefit cost for the Company's pension plans for years ended 2016, 2015 and 2014:

	Fiscal Year Ended								
	September 30, 2016		Septem 20		September 30, 2014				
	U.S.	Int'l	U.S. Int'l		U.S.	Int'l			
			(in mill	lions)					
Components of net periodic (benefit) cost:									
Service costs	\$ 4.3	\$ 1.0	\$ 6.8	\$ 1.1	\$ —	\$ 0.7			
Interest cost on projected benefit obligation	22.0	39.2	28.2	47.1	7.8	27.9			
Expected return on plan assets	(30.8)	(48.0)	(29.4)	(49.4)	(8.6)	(26.1)			
Amortization of prior service credits	`	(0.2)	·	(0.2)	· —	(0.2)			
Amortization of net loss	4.0	5.4	4.3	5.9	4.0	4.9			
Curtailment gain recognized	(6.8)			_					
Settlement (gain) loss recognized	(0.9)	0.1	0.6	0.7		0.4			
Net periodic (benefit) cost	\$ (8.2)	\$ (2.5)	\$ 10.5	\$ 5.2	\$ 3.2	\$ 7.6			

The amount, net of applicable deferred income taxes, included in other comprehensive income arising from a change in net prior service cost and net gain/loss was \$26.2 million, \$6.9 million, and \$7.6 million in the years ended September 30, 2016, 2015 and 2014, respectively.

Amounts included in accumulated other comprehensive loss as of September 30, 2016 that are expected to be recognized as components of net periodic benefit cost during fiscal 2017 are (in millions):

	U.S.	Int'l_
Amortization of prior service credit	\$ —	\$ 0.2
Amortization of net actuarial losses	(4.3)	(13.4)
Total	<u>\$(4.3)</u>	\$(13.2)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

7. Pension Benefit Obligations (Continued)

The table below provides additional year-end information for pension plans with accumulated benefit obligations in excess of plan assets.

	Fiscal Year Ended								
		mber 30, 016		mber 30, 015	September 30 2014				
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l			
			(in mi	llions)					
Projected benefit obligation	\$694.8	\$1,220.3	\$692.5	\$1,226.2	\$217.0	\$658.5			
Accumulated benefit obligation	694.8	1,215.7	686.5	1,222.0	217.0	656.3			
Fair value of plan assets	453.2	782.1	455.6	911.2	139.7	513.4			

Funding requirements for each pension plan are determined based on the local laws of the country where such pension plan resides. In certain countries, the funding requirements are mandatory while in other countries, they are discretionary. The Company currently intends to contribute \$24.0 million to the international plans in fiscal 2017. There is a required minimum contribution of \$0.4 million for one of the U.S. plans. In addition, the Company may make discretionary contributions. The Company currently intends to contribute \$9.8 million to U.S. plans in fiscal 2017.

The table below provides the expected future benefit payments, in millions:

Year Ending September 30,	U.S.	Int'l
2017	\$ 40.6	\$ 38.9
2018	41.3	39.3
2019	40.9	42.1
2020	41.9	42.1
2021	42.0	44.2
2022 - 2026	207.5	240.2
Total	\$414.2	\$446.8

The underlying assumptions for the pension plans are as follows:

	Fiscal Year Ended						
	September 30, 2016		September 30, 2015		Septemb 201		
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l	
Weighted-average assumptions to determine benefit obligation:							
Discount rate	3.41%	2.35%	4.10%	3.80%	4.00%	3.94%	
Salary increase rate	N/A	2.61%	3.81%	2.51%	N/A	2.38%	
Weighted-average assumptions to determine net periodic benefit cost:							
Discount rate	4.10%	3.80%	3.88%	3.92%	4.40%	4.44%	
Salary increase rate	N/A	2.65%	4.50%	2.65%	N/A	2.58%	
Expected long-term rate of return on plan assets	6.72%	5.74%	6.73%	6.00%	7.50%	5.40%	

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

7. Pension Benefit Obligations (Continued)

Pension costs are determined using the assumptions as of the beginning of the plan year. The funded status is determined using the assumptions as of the end of the plan year.

The following table summarizes the Company's target allocation for 2016 and pension plan asset allocation, both U.S. and international, as of September 30, 2016 and 2015:

	Tar	pet	Percentage of Plan Assets as of September 30,				
	Allocations		201	.6	2015		
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l	
Asset Category:							
Equities	42%	28%	42%	28%	37%	27%	
Debt	48	30	49	34	59	30	
Cash	1	10	1	7	1	4	
Property and other	9	32	8	31	3	39	
Total	100%	100%	100%	100%	100%	100%	

The Company's domestic and foreign plans seek a competitive rate of return relative to an appropriate level of risk depending on the funded status and obligations of each plan and typically employ both active and passive investment management strategies. The Company's risk management practices include diversification across asset classes and investment styles and periodic rebalancing toward asset allocation targets. The target asset allocation selected for each plan reflects a risk/return profile that the Company believes is appropriate relative to each plan's liability structure and return goals.

To develop the expected long-term rate of return on assets assumption, the Company considered the historical returns and the future expectations for returns for each asset class, as well as the target asset allocation of the pension portfolio and the diversification of the portfolio. This resulted in the selection of a 6.72% and 5.74% weighted-average long-term rate of return on assets assumption for the fiscal year ended September 30, 2016 for U.S. and non-U.S. plans, respectively.

AECOM NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

7. Pension Benefit Obligations (Continued)

As of September 30, 2016, the fair values of the Company's post-retirement benefit plan assets by major asset categories were as follows:

			Fair Value Measurement as of September 30, 2016					
	Total Carrying Value as of September 30, 2016		Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)		Significant Unobservable Inputs (Level 3)		
			(in m	illion	s)			
Cash and cash equivalents	\$	70.6	\$14.3	\$	56.3	\$		
Equity securities								
Global equity securities		49.4			49.4			
Domestic equity securities		57.1			57.1			
Investment funds								
Diversified funds		223.1			223.1			
Equity funds		362.0	5.1		356.9	_		
Fixed income funds		548.5	3.7		544.8			
Hedge funds		62.5	_		48.4	14.1		
Assets held by insurance company		32.3			32.3	_		
Other		24.6	_		24.6			
Total	<u>\$1</u>	,430.1	\$23.1	\$1	,392.9	<u>\$14.1</u>		

As of September 30, 2015, the fair values of the Company's post-retirement benefit plan assets by major asset categories are as follows:

			Fair Value Measurement as of September 30, 2015						
	Total Carrying Value as of September 30, 2015		Carrying Prices in Value as of Active September 30, Markets		nificant Other servable nputs evel 2)	Significant Unobservable Inputs (Level 3)			
			(in m	illion	s)				
Cash and cash equivalents	\$	44.4	\$11.0	\$	33.4	\$ —			
Equity securities									
Global equity securities		52.8	 ,		52.8	_			
Domestic equity securities		60.0	_		60.0	_			
Investment funds									
Diversified funds		287.4			287.4				
Equity funds		309.6			309.6				
Fixed income funds		542.5	_		542.5	_			
Hedge funds		53.0			39.4	13.6			
Assets held by insurance company		35.1			35.1				
Total	\$1	,384.8	\$11.0	\$1	,360.2	\$13.6			

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

7. Pension Benefit Obligations (Continued)

Changes for the year ended September 30, 2016, in the fair value of the Company's recurring post-retirement plan Level 3 assets are as follows:

	September 30, 2015 Beginning balance	Actual return on plan assets, relating to assets still held at reporting date	Actual return on plan assets, relating to assets sold during the period (in mi	Purchases, sales and settlements llions)	Transfer into / (out of) Level 3	Change due to exchange rate changes	September 30, 2016 Ending balance	
Investment funds Hedge funds	\$13.6	\$0.5	\$	\$ <u></u>	\$	\$ —	\$14.1	

Changes for the year ended September 30, 2015, in the fair value of the Company's recurring post-retirement plan Level 3 assets are as follows:

	September 30, 2014 Beginning balance	Actual return on plan assets, relating to assets still held at reporting date	relating to assets sold during the period	Purchases, sales and settlements	Transfer into / (out of) Level 3	Change due to exchange rate changes	September 30, 2015 Ending balance
Investment funds Hedge funds	\$13.7	\$(0.1)	\$ —	\$	\$ —	\$	\$13.6

Cash equivalents are mostly comprised of short-term money-market instruments and are valued at cost, which approximates fair value.

For equity investment funds not traded on an active exchange, or if the closing price is not available, the trustee obtains indicative quotes from a pricing vendor, broker, or investment manager. These funds are categorized as Level 2 if the custodian obtains corroborated quotes from a pricing vendor or categorized as Level 3 if the custodian obtains uncorroborated quotes from a broker or investment manager.

Fixed income investment funds categorized as Level 2 are valued by the trustee using pricing models that use verifiable observable market data (e.g., interest rates and yield curves observable at commonly quoted intervals), bids provided by brokers or dealers, or quoted prices of securities with similar characteristics.

Hedge funds categorized as Level 3 are valued based on valuation models that include significant unobservable inputs and cannot be corroborated using verifiable observable market data. Hedge funds are valued by independent administrators. Depending on the nature of the assets, the general partners or independent administrators use both the income and market approaches in their models. The market approach consists of analyzing market transactions for comparable assets while the income approach uses earnings or the net present value of estimated future cash flows adjusted for liquidity and other risk factors. As of September 30, 2016, there were no material changes to the valuation techniques.

Multiemployer Pension Plans

The Company participates in over 200 construction-industry multiemployer pension plans. Generally, the plans provide defined benefits to substantially all employees covered by collective bargaining

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

7. Pension Benefit Obligations (Continued)

agreements. Under the Employee Retirement Income Security Act, a contributor to a multiemployer plan is liable, upon termination or withdrawal from a plan, for its proportionate share of a plan's unfunded vested liability. The Company's aggregate contributions to these multiemployer plans were \$49.5 million and \$54.5 million for the years ended September 30, 2016 and 2015, respectively. At September 30, 2016 and 2015, none of the plans in which the Company participates are individually significant to its consolidated financial statements.

8. Debt

Debt consisted of the following:

	September 30, 2016	September 30, 2015
	(in mi	llions)
2014 Credit Agreement	\$1,954.9	\$2,414.3
2014 Senior Notes	1,600.0	1,600.0
URS Senior Notes	427.7	429.4
Other debt	142.7	163.2
Total debt	4,125.3	4,606.9
Less: Current portion of debt and short-term borrowings	(366.3)	(160.4)
Long-term debt, less current portion	\$3,759.0	<u>\$4,446.5</u>

The following table presents, in millions, scheduled maturities of the Company's debt as of September 30, 2016:

Fiscal Year	
2017	\$ 366.3
2018	126.6
2019	117.4
2020	
2021	
Thereafter	1,948.0
Total	\$4,125.3

2014 Credit Agreement

The Company entered into a credit agreement (Credit Agreement) on October 17, 2014, as amended, consisting of (i) a term loan A facility in an aggregate principal amount of \$1.925 billion, (ii) a term loan B facility in an aggregate principal amount of \$0.76 billion and (iii) a revolving credit facility in an aggregate principal amount of \$1.05 billion. These facilities under the Credit Agreement may be increased by an additional amount of up to \$500 million. The Credit Agreement's term extends to September 29, 2021 with respect to the revolving credit facility and the term loan A facility and October 17, 2021 with respect to the term loan B facility. Some subsidiaries of the Company (Guarantors) have guaranteed the obligations of the borrowers under the Credit Agreement. The borrowers' obligations under the Credit Agreement are secured by a lien on substantially all of the assets of the Company and the Guarantors pursuant to a

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

8. Debt (Continued)

security and pledge agreement (Security Agreement). The collateral under the Security Agreement is subject to release upon fulfillment of certain conditions specified in the Credit Agreement and Security Agreement.

The Credit Agreement contains covenants that limit the Company's ability and certain of its subsidiaries to, among other things: (i) create, incur, assume, or suffer to exist liens; (ii) incur or guarantee indebtedness; (iii) pay dividends or repurchase stock; (iv) enter into transactions with affiliates; (v) consummate asset sales, acquisitions or mergers; (vi) enter into certain types of burdensome agreements; or (vii) make investments.

On July 1, 2015, the Credit Agreement was amended to revise the definition of "Consolidated EBITDA" to increase the allowance for acquisition and integration expenses related to the acquisition of URS.

On December 22, 2015, the Credit Agreement was amended to further revise the definition of "Consolidated EBITDA" by further increasing the allowance for acquisition and integration expenses related to the acquisition of URS and to allow for an internal corporate restructuring primarily involving its international subsidiaries.

On September 29, 2016, the Credit Agreement and the Security Agreement were amended to (1) lower the applicable interest rate margins for the term loan A and the revolving credit facilities, and lower the applicable letter of credit fees and commitment fees to the revised consolidated leverage levels; (2) extend the term of the term loan A and the revolving credit facility to September 29, 2021; (3) add a new delayed draw term loan A facility tranche in the amount of \$185.0 million; (4) replace the then existing \$500 million performance letter of credit facility with a \$500 million basket to enter into secured letters of credit outside the Credit Agreement; and (5) revise certain covenants, including the Maximum Consolidated Leverage Ratio so that the step down from a 5.00 to a 4.75 leverage ratio is effective as of March 31, 2017 as well as the investment basket for its AECOM Capital business.

Under the Credit Agreement, the Company is subject to a maximum consolidated leverage ratio and minimum consolidated interest coverage ratio at the end of each fiscal quarter. The Company's Consolidated Leverage Ratio was 4.3 at September 30, 2016. As of September 30, 2016, the Company was in compliance with the covenants of the Credit Agreement.

At September 30, 2016 and 2015, outstanding standby letters of credit totaled \$92.3 million and \$92.5 million, respectively, under the Company's revolving credit facilities. As of September 30, 2016 and 2015, the Company had \$888.4 million and \$947.6 million, respectively, available under its revolving credit facility.

2014 Senior Notes

On October 6, 2014, the Company completed a private placement offering of \$800,000,000 aggregate principal amount of its 5.750% Senior Notes due 2022 (2022 Notes) and \$800,000,000 aggregate principal amount of its 5.875% Senior Notes due 2024 (the 2024 Notes and, together with the 2022 Notes, the 2014 Senior Notes or Notes).

As of September 30, 2016, the estimated fair value of its 2014 Senior Notes was approximately \$838.0 million for the 2022 Notes and \$850.0 million for the 2024 Notes. The fair value of the Notes as of

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

8. Debt (Continued)

September 30, 2016 was derived by taking the mid-point of the trading prices from an observable market input (Level 2) in the secondary bond market and multiplying it by the outstanding balance of its Notes.

At any time prior to October 15, 2017, the Company may redeem all or part of the 2022 Notes, at a redemption price equal to 100% of their principal amount, plus a "make whole" premium as of the redemption date, and accrued and unpaid interest (subject to the rights of holders of record on the relevant record date to receive interest due on the relevant interest payment date). In addition, at any time prior to October 15, 2017, the Company may redeem up to 35% of the original aggregate principal amount of the 2022 Notes with the proceeds of one or more equity offerings, at a redemption price equal to 105.750%, plus accrued and unpaid interest. Furthermore, at any time on or after October 15, 2017, the Company may redeem the 2022 Notes, in whole or in part, at once or over time, at the specified redemption prices plus accrued and unpaid interest thereon to the redemption date. At any time prior to July 15, 2024, the Company may redeem on one or more occasions all or part of the 2024 Notes at a redemption price equal to the sum of (i) 100% of the principal amount thereof, plus (ii) a "make-whole" premium as of the date of the redemption, plus any accrued and unpaid interest to the date of redemption. In addition, on or after July 15, 2024, the 2024 Notes may be redeemed at a redemption price of 100% of the principal amount thereof, plus accrued and unpaid interest to the date of redemption.

The indenture pursuant to which the 2014 Senior Notes were issued contains customary events of default, including, among other things, payment default, exchange default, failure to provide certain notices thereunder and certain provisions related to bankruptcy events. The indenture also contains customary negative covenants.

In connection with the offering of the Notes, the Company and the Guarantors entered into a Registration Rights Agreement, dated as of October 6, 2014 to exchange the Notes for registered notes having terms substantially identical in all material respects (except certain transfer restrictions, registration rights and additional interest provisions relating to the Notes will not apply to the registered notes). The Company filed an initial registration statement on Form S-4 with the SEC on July 6, 2015 that was declared effective by the SEC on September 29, 2015. On November 2, 2015, the Company completed its exchange offer which exchanged the Notes for the registered notes, as well as all related guarantees.

The Company was in compliance with the covenants relating to the Notes as of September 30, 2016.

URS Senior Notes

In connection with the URS acquisition, the Company assumed URS's 3.85% Senior Notes due 2017 (2017 URS Senior Notes) and its 5.00% Senior Notes due 2022 (2022 URS Senior Notes), totaling \$1.0 billion (URS Senior Notes). The URS acquisition triggered change in control provisions in the URS Senior Notes that allowed the holders of the URS Senior Notes to redeem their URS Senior Notes at a cash price equal to 101% of the principal amount and, accordingly, the Company redeemed \$572.3 million of the URS Senior Notes on October 24, 2014. The URS Senior Notes are general unsecured senior obligations of AECOM Global II, LLC (as successor in interest to URS) and URS Fox US LP and are fully and unconditionally guaranteed on a joint-and-several basis by certain former URS domestic subsidiary guarantors.

As of September 30, 2016, the estimated fair value of the URS Senior Notes was approximately \$180.1 million for the 2017 URS Senior Notes and \$243.6 million for the 2022 URS Senior Notes. The carrying value of the URS Senior Notes on the Company's Consolidated Balance Sheets as of

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

8. Debt (Continued)

September 30, 2016 was \$180.1 million for the 2017 URS Senior Notes and \$247.6 million for the 2022 URS Senior Notes. The fair value of the URS Senior Notes as of September 30, 2016 was derived by taking the mid-point of the trading prices from an observable market input (Level 2) in the secondary bond market and multiplying it by the outstanding balance of the URS Senior Notes.

As of September 30, 2016, the Company was in compliance with the covenants relating to the URS Senior Notes.

Other Debt

Other debt consists primarily of obligations under capital leases and loans, and unsecured credit facilities. The Company's unsecured credit facilities are primarily used for standby letters of credit issued for payment of performance guarantees. At September 30, 2016 and 2015, these outstanding standby letters of credit totaled \$382.2 million and \$344.0 million, respectively. As of September 30, 2016, the Company had \$546.2 million available under these unsecured credit facilities.

Effective Interest Rate

The Company's average effective interest rate on its total debt, including the effects of the interest rate swap agreements, during the year ended September 30, 2016 and 2015 was 4.4% and 4.2%, respectively.

9. Derivative Financial Instruments and Fair Value Measurements

The Company uses certain interest rate derivative contracts to hedge interest rate exposures on the Company's variable rate debt. The Company enters into foreign currency derivative contracts with financial institutions to reduce the risk that its cash flows and earnings will be adversely affected by foreign currency exchange rate fluctuations. The Company's hedging program is not designated for trading or speculative purposes.

The Company recognizes derivative instruments as either assets or liabilities on the accompanying consolidated balance sheets at fair value. The Company records changes in the fair value (i.e., gains or losses) of the derivatives that have been designated as accounting hedges in the accompanying consolidated statements of operations as cost of revenue, interest expense or to accumulated other comprehensive loss in the accompanying consolidated balance sheets.

Cash Flow Hedges

The Company uses interest rate swap agreements designated as cash flow hedges to fix the variable interest rates on portions of the Company's debt. The Company also uses foreign currency contracts designated as cash flow hedges to hedge forecasted revenue transactions denominated in currencies other than the U.S. dollar. The Company initially reports any gain on the effective portion of a cash flow hedge as a component of accumulated other comprehensive loss. Depending on the type of cash flow hedge, the gain is subsequently reclassified to either interest expense when the interest expense on the variable rate debt is recognized, or to cost of revenue when the hedged revenues are recorded. If the hedged transaction becomes probable of not occurring, any gain or loss related to interest rate swap agreements or foreign currency contracts would be recognized in other income (expense). Further, the Company excludes the change in the time value of the foreign currency contracts from the assessment of hedge effectiveness. The

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

9. Derivative Financial Instruments and Fair Value Measurements (Continued)

Company records the premium paid or time value of a contract on the date of purchase as an asset. Thereafter, the Company recognizes any change to this time value in cost of revenue.

The notional principal, fixed rates and related expiration dates of the Company's outstanding interest rate swap agreements were as follows:

September	30.	2016
-----------	-----	------

Notional Amount (in millions)	Fixed Rate	Expiration Date				
\$300.0	1.63%	June 2018				
300.0	1.54%	September 2018				

September 30, 2015

Notional Amount (in millions)	Fixed Rate	Expiration Date
\$300.0	1.63%	June 2018
300.0	1.54%	September 2018

The notional principal of outstanding foreign currency contracts to purchase Australian dollars (AUD) was AUD 58.6 million (or \$43.4 million) at September 30, 2016. The notional principal of outstanding foreign currency contracts to purchase Australian dollars with U.S. dollars was AUD 98.1 million (or \$74.1 million) at September 30, 2015.

Other Foreign Currency Forward Contracts

The Company uses foreign currency forward contracts which are not designated as accounting hedges to hedge intercompany transactions and other monetary assets or liabilities denominated in currencies other than the functional currency of a subsidiary. Gains and losses on these contracts were not material for the years ended September 30, 2016, 2015 and 2014.

Fair Value Measurements

The Company's non-pension financial assets and liabilities recorded at fair values relate to derivative instruments and were not material at September 30, 2016 or 2015.

See Note 17 for accumulated balances and reporting period activities of derivatives related to reclassifications out of accumulated other comprehensive income or loss for the years ended September 30, 2016, 2015 and 2014. Amounts recognized in accumulated other comprehensive loss from the Company's foreign currency options were immaterial for all years presented. Amounts reclassified from accumulated other comprehensive loss into income from the foreign currency options were immaterial for all years presented. Additionally, there were no losses recognized in income due to amounts excluded from effectiveness testing from the Company's interest rate swap agreements.

During the years ended September 30, 2016 and 2015, the Company entered into two contingent consideration arrangements in connection with business acquisitions. Under the arrangements, the Company agreed to pay cash to the sellers if certain financial performance thresholds are achieved in the future. The fair value of the contingent consideration liability as of September 30, 2016 and 2015 was \$39 million and \$39 million, respectively, and is a Level 3 fair value measurement recorded within other

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

9. Derivative Financial Instruments and Fair Value Measurements (Continued)

accrued liabilities. It was valued based on estimated future net cash flows. After the initial recording of this liability as a part of purchase accounting, there were no material subsequent changes in fair value through September 30, 2016. Any future changes in the fair value of this contingent consideration liability will be recognized in earnings during the applicable period.

10. Concentration of Credit Risk

Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of cash investments and trade receivables. The Company's cash balances and short-term investments are maintained in accounts held by major banks and financial institutions located primarily in the U.S., Canada, Europe, Australia, Middle East and Hong Kong. If the Company extends significant credit to clients in a specific geographic area or industry, the Company may experience disproportionately high levels of default if those clients are adversely affected by factors particular to their geographic area or industry. Concentrations of credit risk with respect to trade receivables are limited due to the large number of customers comprising the Company's customer base, including, in large part, governments, government agencies and quasi-government organizations, and their dispersion across many different industries and geographies. See Note 19 regarding the Company's foreign revenues. In order to mitigate credit risk, the Company continually reviews the credit worthiness of its major private clients.

11. Leases

The Company and its subsidiaries are lessees in non-cancelable leasing agreements for office buildings and equipment. The related payments are expensed on a straight-line basis over the lease term, including, as applicable, any free-rent period during which the Company has the right to use the asset. For leases with renewal options where the renewal is reasonably assured, the lease term, including the renewal period is used to determine the appropriate lease classification and to compute periodic rental expense. The following table presents, in millions, amounts payable under non-cancelable operating lease commitments during the following fiscal years:

Year E	Cnd	ing	S	ept	ten	ab	er	3(),																				
2017															 									 				\$	279.4
2018															 									 					232.4
2019															 									 					195.0
																													161.5
																													131.9
Ther	eat	fte	r		•						•							•		•	•		•	 					464.1
То	tal	•							•			٠.				•		•						 	•	•	•	\$1	1,464.3

Rent expense for leases for the years ended September 30, 2016, 2015 and 2014 was approximately \$383.7 million, \$395.9 million, and \$210.4 million, respectively. When the Company is required to restore leased facilities to original condition, provisions are made over the period of the lease.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

12. Stockholders' Equity

Common Stock Units—Common stock units are only redeemable for common stock. In the event of liquidation of the Company, holders of stock units are entitled to no greater rights than holders of common stock. See also Note 13.

13. Share-Based Payments

Defined Contribution Plans—Substantially all permanent employees are eligible to participate in defined contribution plans provided by the Company. Under these plans, participants may make contributions into a variety of funds, including a fund that is fully invested in Company stock. Employees are not required to allocate any funds to Company stock. Employees may generally reallocate their account balances on a daily basis; however, employees classified as insiders are restricted under the Company's insider trading policy. Compensation expense relating to these employer contributions under defined contribution plans for fiscal years ended September 30, 2016, 2015 and 2014 was \$26.8 million, \$13.3 million, and \$14.4 million, respectively.

Stock Incentive Plans—Under the 2016 Stock Incentive Plan, the Company has up to 10.9 million securities remaining available for future issuance as of September 30, 2016. Stock options may be granted to employees and non-employee directors with an exercise price not less than the fair market value of the stock on the date of grant. Unexercised options expire seven years after date of grant.

During the three years in the period ended September 30, 2016, option activity was as follows:

	Number of Options (in millions)	Weighted Average Exercise Price
Balance, September 30, 2013	1.6	24.73
Granted	0.6	31.62
Exercised	(0.5)	23.64
Cancelled	(0.1)	26.87
Balance, September 30, 2014	1.6	27.69
Granted		
Exercised	(0.3)	24.98
Cancelled		
Balance, September 30, 2015	1.3	28.26
Granted	_	-
Exercised	(0.4)	23.96
Cancelled		·
Balance, September 30, 2016	0.9	30.36
Exercisable as of September 30, 2014	0.9	25.16
Exercisable as of September 30, 2015	0.7	25.04
Exercisable as of September 30, 2016	0.3	26.99

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

13. Share-Based Payments (Continued)

The following table summarizes information concerning outstanding and exercisable options as of September 30, 2016:

	Option	ıs Outstandin	ıg		Options Exercisable					
	Number Outstanding as of September 30, 2016 (in millions)	Weighted Average Remaining Contractual Life	Weighted Average Exercise Price	Aggregate Intrinsic Value (in millions)	Number Exercisable as of September 30, 2016 (in millions)	Weighted Average Remaining Contractual Life	Weighted Average Exercise Price			
Range of Exercise Prices										
\$24.45 - \$27.67	0.2	0.76	\$26.21	\$0.5	0.2	0.76	\$26.21			
28.04 - 31.62	<u>0.7</u>	6.72	31.27	0.1	0.1	1.05	28.52			
	0.9	5.65	30.36	<u>\$0.6</u>	0.3	0.86	26.99			

The remaining contractual life of options outstanding at September 30, 2016 range from 0.76 to 6.72 years and have a weighted average remaining contractual life of 5.65 years. The aggregate intrinsic value of stock options exercised during the years ended September 30, 2016, 2015 and 2014 was \$0.6 million, \$2.1 million, and \$4.3 million, respectively.

The fair value of the Company's employee stock option awards is estimated on the date of grant. The expected term of awards granted represents the period of time the awards are expected to be outstanding. The risk-free interest rate is based on U.S. Treasury bond rates with maturities equal to the expected term of the option on the grant date. The Company uses historical data as a basis to estimate the probability of forfeitures. No stock options were granted during the years ended September 30, 2016 and 2015.

The Company grants stock units to employees under its Performance Earnings Program (PEP), whereby units are earned and issued dependent upon meeting established cumulative performance objectives and vesting over a three-year period. Additionally, the Company issues restricted stock units to employees which are earned based on service conditions. The grant date fair value of PEP awards and restricted stock unit awards is that day's closing market price of the Company's common stock. The weighted average grant date fair value of PEP awards was \$29.91, \$32.32, and \$29.32 during the years ended September 30, 2016, 2015 and 2014, respectively. The weighted average grant date fair value of restricted stock unit awards was \$29.82, \$31.05, and \$29.60 during the years ended September 30, 2016, 2015 and 2014, respectively. Included in the restricted stock unit grants during the twelve months ended September 30, 2015 were 2.6 million restricted stock units with a grant date fair value of \$30.04 per share that were converted from unvested URS service based restricted stock awards assumed by the Company in connection with the acquisition of URS. Total compensation expense related to these share-based payments including stock options was \$73.4 million, \$112.2 million, and \$34.4 million during the years ended September 30, 2016, 2015 and 2014, respectively. Included in total compensation expense during the twelve months ended September 30, 2015 was \$43.9 million related to the settlement of accelerated URS equity awards with \$17.6 million of Company stock and \$26.3 million in cash which was classified as acquisition and integration expense. Unrecognized compensation expense related to total share-based payments outstanding as of September 30, 2016 and 2015 was \$91.8 million and \$115.5 million, respectively, to be recognized on a straight-line basis over the awards' respective vesting periods which are generally three years.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

13. Share-Based Payments (Continued)

Cash flow attributable to tax benefits resulting from tax deductions in excess of compensation cost recognized for those stock options (excess tax benefits) is classified as financing cash flows. Excess tax benefits of \$0.0 million, \$3.6 million, and \$0.7 million for the years ended September 30, 2016, 2015 and 2014, respectively, have been classified as financing cash inflows in the Consolidated Statements of Cash Flows.

14. Income Taxes

Income before income taxes included income (loss) from domestic operations of \$51.6 million, \$(214.6) million, and \$138.2 million for fiscal years ended September 30, 2016, 2015 and 2014 and income from foreign operations of \$74.0 million, \$63.1 million, and \$176.6 million for fiscal years ended September 30, 2016, 2015 and 2014.

Income tax (benefit) expense was comprised of:

	Fiscal Year Ended						
		ember 30, 2016	September 30, 2015	September 30, 2014			
			(in millions)				
Current:							
Federal	\$	33.7	\$(67.1)	\$ 5.3			
State		12.4	2.6	3.3			
Foreign	_	26.1	<u>37.2</u>	46.3			
Total current income tax (benefit)							
expense		72.2	(27.3)	54.9			
Deferred:							
Federal		(63.4)	(44.2)	27.7			
State		(5.4)	1.2	5.6			
Foreign		(41.3)	(10.0)	(6.2)			
Total deferred income tax (benefit)							
expense	_((110.1)	(53.0)	<u>27.1</u>			
Total income tax (benefit) expense	\$	(37.9)	<u>\$(80.3)</u>	\$82.0			

AECOM NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

14. Income Taxes (Continued)

The major elements contributing to the difference between the U.S. federal statutory rate of 35.0% and the effective tax rate are as follows:

	Fiscal Year Ended								
	Septemb 201		Septemb 201		Septemb 201				
	Amount %		Amount	%	Amount	%			
			(in mill	ions)					
Tax at federal statutory rate	\$ 43.9	35.0%	\$(53.0)	35.0%	\$110.2	35.0%			
State income tax, net of federal benefit	5.6	4.5	(2.3)	1.5	5.0	1.6			
Valuation allowance	(54.8)	(43.6)	30.0	(19.8)	6.3	2.0			
Exclusion of tax on non-controlling interests	(24.7)	(19.7)	(29.3)	19.3		_			
Income tax credits and incentives	(24.6)	(19.6)	(21.2)	14.0	(18.8)	(6.0)			
Foreign tax rate differential	(19.7)	(15.7)	(24.8)	16.4	(38.8)	(12.3)			
Tax exempt income	(17.6)	(14.0)	(13.2)	8.7	(1.9)	(0.6)			
Change in uncertain tax positions	(5.0)	(4.0)	6.6	(4.3)	(4.5)	(1.4)			
Change in tax rates	34.6	27.6	_			_			
Foreign residual income	17.8	14.2	20.1	(13.3)	16.9	5.4			
Nondeductible costs	6.1	4.8	2.8	(1.8)	2.8	0.9			
Nondeductible transaction costs	_		2.8	(1.8)	2.8	0.9			
Other items, net	0.5	0.3	1.2	(0.9)	2.0	0.6			
Total income tax expense	<u>\$(37.9)</u>	(30.2)%	\$(80.3)	53.0%	\$ 82.0	26.1%			

During the year ended September 30, 2016 and 2015, the Company recognized a \$10.1 million and \$19.4 million tax benefit related to U.S. tax incentives and credits that previously expired on December 31, 2014 and 2013, respectively, and were subsequently extended due to a change in tax law.

AECOM NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

14. Income Taxes (Continued)

The deferred tax assets (liabilities) are as follows:

	Fiscal Ye	ar Ended		
	September 30, 2016	September 30, 2015		
	(in mi	millions)		
Deferred tax assets:				
Compensation and benefit accruals not currently				
deductible	\$ 150.5	\$ 166.7		
Net operating loss carryforwards	378.0	195.9		
Self insurance reserves	24.7	46.8		
Research and experimentation and other tax credits	125.3	43.0		
Pension liability	180.9	165.6		
Accrued liabilities	221.0	267.3		
Other	4.3	11.4		
Total deferred tax assets	1,084.7	896.7		
Deferred tax liabilities:				
Unearned revenue	(212.6)	(101.9)		
Depreciation and amortization	(113.0)	(76.5)		
Acquired intangible assets	(155.5)	(219.2)		
Investment in subsidiaries	(261.4)	(239.2)		
Total deferred tax liabilities	(742.5)	(636.8)		
Valuation allowance	(183.8)	(239.4)		
Net deferred tax assets	<u>\$ 158.4</u>	\$ 20.5		

As a result of certain realization requirements of ASC 718, the table of deferred tax assets and liabilities does not include certain deferred tax assets as of September 30, 2016, that arose directly from tax deductions related to equity compensation that are greater than the compensation recognized for financial reporting. Equity will be increased by \$3.8 million if and when such deferred tax assets are ultimately realized.

As of September 30, 2016, the Company has available unused federal, state and foreign net operating loss (NOL) carryforwards of \$503.8 million, \$960.1 million and \$789.6 million, respectively, which expire at various dates over the next several years; some foreign NOL carryforwards never expire. In addition, as of September 30, 2016, the Company has unused federal and state research and development credits of \$67.4 million and \$19.2 million, respectively, and California Enterprise Zone Tax Credits of \$6.2 million.

As of September 30, 2016 and 2015, gross deferred tax assets were \$1,084.7 million and \$896.7 million, respectively. The Company has recorded a valuation allowance of approximately \$183.8 million and \$239.4 million at September 30, 2016 and 2015, respectively, primarily related to state and foreign net operating loss carryforwards and credits and deferred tax assets related to certain pension obligations (primarily in the United Kingdom and Canada). The Company has performed an assessment of positive and negative evidence, including the nature, frequency, and severity of cumulative financial reporting losses in recent years, the future reversal of existing temporary differences, predictability of future taxable income exclusive of reversing temporary differences of the character necessary to realize the asset, relevant

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

14. Income Taxes (Continued)

carryforward periods, taxable income in carry-back years if carry-back is permitted under tax law, and prudent and feasible tax planning strategies that would be implemented, if necessary, to protect against the loss of the deferred tax asset that would otherwise expire. Although realization is not assured, based on the Company's assessment, the Company has concluded that it is more likely than not that the remaining gross deferred tax asset (exclusive of deferred tax liabilities) of \$900.9 million will be realized and, as such, no additional valuation allowance has been provided. The net decrease in the valuation allowance of \$55.6 million is primarily attributable to the release of \$36.2 million of valuation allowances for the United Kingdom and Australia, \$27.2 million impact from the change in the United Kingdom tax rate and the utilization of \$10.7 million of foreign net operating loss carryforwards in the current year, partially offset by increases in valuation allowances for unbenefitable losses.

Upon the acquisition of URS in October 2014, the Company had previously recorded a valuation allowance primarily against foreign net operating losses and deferred tax assets related to the pension obligation, consistent with those described above. Tax jurisdictions largely contributing to the URS related valuation allowance included \$92.8 million recorded for the United Kingdom, \$22.5 million recorded for Canada, \$9.3 million recorded for the United States and \$2.9 million recorded for Australia. In its determination of the realizability of its deferred tax assets, the Company evaluated positive evidence consisting of positive earnings trends over a sustainable period, positive economic conditions in the industries we operate in, possible prudent and feasible tax planning strategies (net of costs to implement the tax planning strategies) and actual usage of net operating loss and tax credit carryforwards. The Company also evaluated negative evidence consisting of significant net operating loss carryforwards, the cumulative history of losses in recent years, restriction on usage of losses under relevant tax laws, projections of future operations and economic downturns in the industries that we operate in. This evaluation was conducted on a tax jurisdictional basis or legal entity basis, as applicable, and based on the weighing of all positive and negative evidence, a determination was made as to the realizability of the deferred tax assets on that same basis.

Certain valuation allowances in the amount of \$23.3 million in the United Kingdom have been released due to sufficient positive evidence obtained during the year ended September 30, 2016. We evaluated the new positive evidence against any negative evidence and determined the valuation allowance was no longer necessary. This new positive evidence includes reaching a position of cumulative income over a three year period and the use of net operating losses on a taxable basis. In addition, the Company's United Kingdom affiliate has strong projected earnings in the United Kingdom.

During the third quarter of 2016, the Company's Australian affiliate made an election in Australia to combine the tax results of the URS Australia business with the AECOM Australia business. This election resulted in the ability to utilize the URS Australia businesses' deferred tax assets against the combined future earnings of the Australian group and accordingly, the valuation allowance of \$12.9 million was released.

Generally, the Company would reverse its valuation allowance in a particular tax jurisdiction if the positive evidence examined, such as projected and sustainable earnings or a tax-planning strategy that allows for the usage of the deferred tax asset, is sufficient to overcome significant negative evidence, such as large net operating loss carryforwards or a cumulative history of losses in recent years. Given the current and forecasted earnings trend in the United Kingdom, sufficient positive evidence in the form of sustained earnings may become available in 2017 to release all or a portion of the related valuation allowance. Certain operations in Canada continue to forecast losses and the valuation allowances could be reduced if

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

14. Income Taxes (Continued)

the earnings trends reverse. In the United States, the valued deferred tax assets have a restricted life or use under relevant tax law and, therefore, it is unlikely that the valuation allowance related to these assets will reverse. In addition, the Company is continually investigating tax planning strategies that, if prudent and feasible, may be implemented to realize a deferred tax asset that would otherwise expire unutilized. The identification and internal/external approval (as relevant) of such a prudent and feasible tax planning strategy could cause a reduction in the valuation allowance.

As of September 30, 2016 and 2015, the Company has remaining tax-deductible goodwill of \$210.8 million and \$261.2 million, respectively, resulting from acquisitions. The amortization of this goodwill is deductible over various periods ranging up to 15 years.

Generally, the Company does not provide for U.S. taxes or foreign withholding taxes on gross book-tax differences in its non-U.S. subsidiaries because such basis differences of approximately \$1.6 billion are able to and intended to be reinvested indefinitely. If these basis differences were distributed, foreign tax credits could become available under current law to partially or fully reduce the resulting U.S. income tax liability. There may also be additional US or foreign income tax liability upon repatriaton, although the calculation of such additional taxes is not practicable. The Company has recorded a deferred tax liability in the amount of \$113.2 million relating to certain foreign subsidiaries for which the basis differences are not intended to be reinvested indefinitely.

As of September 30, 2016 and 2015, the Company had a liability for unrecognized tax benefits, including potential interest and penalties, net of related tax benefit, totaling \$96.8 million and \$107.6 million, respectively. The gross unrecognized tax benefits as of September 30, 2016 and 2015 were \$87.9 million and \$95.2 million, respectively, excluding interest, penalties, and related tax benefit. Of the \$87.9 million, approximately \$71.6 million would be included in the effective tax rate if recognized. A reconciliation of the beginning and ending amount of gross unrecognized tax benefits is as follows:

	Fiscal Year Ended		
	September 30, 2016	September 30, 2015	
	(in millions)		
Balance at the beginning of the year	\$ 95.2	\$47.5	
Gross increase due to acquisitions	_	49.4	
Gross increase in current period's tax positions	7.6	6.0	
Gross increase in prior years' tax positions	5.2	6.4	
Gross decrease in prior years' tax positions	(16.6)	(0.2)	
Decrease due to settlement with tax authorities	(3.2)	(2.0)	
Decrease due to lapse of statute of limitations	(1.8)	(4.6)	
Gross change due to foreign exchange fluctuations	1.5	(7.3)	
Balance at the end of the year	\$ 87.9	<u>\$95.2</u>	

The Company classifies interest and penalties related to uncertain tax positions within the income tax expense line in the accompanying consolidated statements of operations. As of September 30, 2016, the accrued interest and penalties were \$12.5 million and \$2.6 million, respectively, excluding any related income tax benefits. At September 30, 2015, the accrued interest and penalties, including balances acquired in the URS acquisition, were \$13.9 million and \$3.5 million, respectively, excluding any related income tax benefits.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

14. Income Taxes (Continued)

The Company files income tax returns in numerous tax jurisdictions, including the U.S., and numerous U.S. states and non-U.S. jurisdictions around the world. The statute of limitations varies by jurisdiction in which the Company operates. Because of the number of jurisdictions in which the Company files tax returns, in any given year the statute of limitations in certain jurisdictions may expire without examination within the 12-month period from the balance sheet date.

The Company concluded its examination by the U.S. Internal Revenue Service for the fiscal years ended September 30, 2010 and September 30, 2011 in the fourth quarter of 2016, with no material adjustments. The U.S. Internal Revenue Service initiated an examination of URS for the years ended December 31, 2012, December 31, 2013 and October 17, 2014 in August 2016. With a few exceptions, the Company is no longer subject to U.S. state or non-U.S. income tax examinations by tax authorities for years before fiscal 2011.

While it is reasonably possible that the total amounts of unrecognized tax benefits could significantly increase or decrease within the next twelve months, an estimate of the range of possible change cannot be made.

15. Earnings Per Share

Basic earnings per share (EPS) excludes dilution and is computed by dividing net income available for common stockholders by the weighted average number of common shares outstanding for the period. Diluted EPS is computed by dividing net income by the weighted average number of common shares outstanding and potential common shares for the period. The Company includes as potential common shares the weighted average dilutive effects of outstanding stock options and restricted stock units using the treasury stock method. For the periods presented, options excluded from the calculation of potential common shares were not significant. The computation of diluted loss per share for the year ended September 30, 2015 excludes 1.7 million of potential common shares due to their antidilutive effect.

The following table sets forth a reconciliation of the denominators of basic and diluted earnings per share:

	Fiscal Year Ended			
	September 30, 2016	September 30, 2015	September 30, 2014	
		(in millions)		
Denominator for basic earnings per share.	154.8	149.6	97.2	
Potential common shares	1.3		1.5	
Denominator for diluted earnings per				
share	<u>156.1</u>	149.6	98.7	

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

16. Other Financial Information

Accrued expenses and other current liabilities consist of the following:

	Fiscal Year Ended		
	September 30, 2016	September 30, 2015	
	(in m	illions)	
Accrued salaries and benefits	\$ 964.9	\$ 852.2	
Accrued contract costs	1,009.8	993.1	
Other accrued expenses	410.1	322.5	
	\$2,384.8	\$2,167.8	

Accrued contract costs above included professional liability accruals of \$611.0 million as of September 30, 2016. The remaining accrued contract costs primarily relate to costs for services provided by subcontractors and other non-employees. Liabilities recorded related to accrued contract losses were not material as of September 30, 2016 and 2015. The Company did not have material revisions to estimates for contracts where revenue is recognized using the percentage-of-completion method during the twelve months ended September 30, 2016.

During the twelve months ended September 30, 2016, the Company recorded revenue and a noncurrent asset related to the expected accelerated recovery of a pension related entitlement from the federal government of approximately \$50 million. The actual amount of reimbursement may vary from the Company's expectation.

17. Reclassifications out of Accumulated Other Comprehensive Loss

The accumulated balances and reporting period activities for the years ended September 30, 2016, 2015 and 2014 related to reclassifications out of accumulated other comprehensive loss are summarized as follows (in millions):

	Pension Related Adjustments	Foreign Currency Translation Adjustments	Loss on Derivative Instruments	Accumulated Other Comprehensive Loss
Balances at September 30, 2013	\$(192.8)	\$ (66.4)	\$(2.1)	\$(261.3)
Other comprehensive (loss) before reclassification.	(30.3)	(71.4)	(1.4)	(103.1)
Amounts reclassified from accumulated other comprehensive loss:	, ,	, ,	. ,	, ,
Actuarial losses, net of tax	6.1			6.1
Cash flow hedge losses, net of tax			1.7	1.7
Balances at September 30, 2014	\$(217.0)	\$(137.8)	\$(1.8)	\$(356.6)

AECOM
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

17. Reclassifications out of Accumulated Other Comprehensive Loss (Continued)

	Pension Related Adjustments	Foreign Currency Translation Adjustments	Loss on Derivative Instruments	Accumulated Other Comprehensive Loss
Balances at September 30, 2014	\$(217.0)	\$(137.8)	\$ (1.8)	\$(356.6)
Other comprehensive income (loss) before reclassification	5.8	(282.3)	(13.3)	(289.8)
Actuarial losses, net of tax	7.2		_	7.2
Cash flow hedge losses, net of tax			4.1	4.1
Balances at September 30, 2015	\$(204.0)	\$(420.1)	<u>\$(11.0)</u>	\$(635.1)
	Pension Related Adjustments	Foreign Currency Translation Adjustments	Loss on Derivative Instruments	Accumulated Other Comprehensive Loss
Balances at September 30, 2015	Related	Currency Translation	Derivative	Other Comprehensive
Other comprehensive income (loss) before reclassification	Related Adjustments	Currency Translation Adjustments	Derivative Instruments	Other Comprehensive Loss
Other comprehensive income (loss) before reclassification	Related Adjustments \$(204.0)	Currency Translation Adjustments \$(420.1)	Derivative Instruments \$(11.0)	Other Comprehensive Loss \$(635.1)
Other comprehensive income (loss) before reclassification	Related Adjustments \$(204.0) (171.5)	Currency Translation Adjustments \$(420.1)	Derivative Instruments \$(11.0)	Other Comprehensive Loss \$(635.1) (233.9)

18. Commitments and Contingencies

The Company records amounts representing its probable estimated liabilities relating to claims, guarantees, litigation, audits and investigations. The Company relies in part on qualified actuaries to assist it in determining the level of reserves to establish for insurance-related claims that are known and have been asserted against it, and for insurance-related claims that are believed to have been incurred based on actuarial analysis, but have not yet been reported to the Company's claims administrators as of the respective balance sheet dates. The Company includes any adjustments to such insurance reserves in its consolidated results of operations. The Company's reasonably possible loss disclosures are presented on a gross basis prior to the consideration of insurance recoveries. The Company does not record gain contingencies until they are realized. In the ordinary course of business, the Company may not be aware that it or its affiliates are under investigation and may not be aware of whether or not a known investigation has been concluded.

In the ordinary course of business, the Company may enter into various arrangements providing financial or performance assurance to clients, lenders, or partners. Such arrangements include standby letters of credit, surety bonds, and corporate guarantees to support the creditworthiness or the project execution commitments of its affiliates, partnerships and joint ventures. Performance arrangements typically have various expiration dates ranging from the completion of the project contract and extending beyond contract completion in certain circumstances such as for warranties. The Company may also

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

18. Commitments and Contingencies (Continued)

guarantee that a project, when complete, will achieve specified performance standards. If the project subsequently fails to meet guaranteed performance standards, the Company may incur additional costs, pay liquidated damages or be held responsible for the costs incurred by the client to achieve the required performance standards. The potential payment amount of an outstanding performance arrangement is typically the remaining cost of work to be performed by or on behalf of third parties. Generally, under joint venture arrangements, if a partner is financially unable to complete its share of the contract, the other partner(s) may be required to complete those activities.

At September 30, 2016, the Company was contingently liable in the amount of approximately \$474.5 million in issued standby letters of credit and \$3.3 billion in issued surety bonds primarily to support project execution.

In the ordinary course of business, the Company enters into various agreements providing financial or performance assurances to clients on behalf of certain unconsolidated partnerships, joint ventures and other jointly executed contracts. These agreements are entered into primarily to support the project execution commitments of these entities.

In addition, in connection with the investment activities of AECOM Capital, the Company provides guarantees of certain obligations, including guarantees for completion of projects, repayment of debt, environmental indemnity obligations and acts of willful misconduct.

DOE Deactivation, Demolition, and Removal Project

Washington Group International, an Ohio company (WGI Ohio), an affiliate of URS, executed a cost-reimbursable task order with the Department of Energy (DOE) in 2007 to provide deactivation, demolition and removal services at a New York State project site that, during 2010, experienced contamination and performance issues and remains uncompleted. In February 2011, WGI Ohio and the DOE executed a Task Order Modification that changed some cost-reimbursable contract provisions to at-risk. The Task Order Modification, including subsequent amendments, requires the DOE to pay all project costs up to \$106 million, requires WGI Ohio and the DOE to equally share in all project costs incurred from \$106 million to \$146 million, and requires WGI Ohio to pay all project costs exceeding \$146 million.

Due to unanticipated requirements and permitting delays by federal and state agencies, as well as delays and related ground stabilization activities caused by Hurricane Irene in 2011, WGI Ohio has been required to perform work outside the scope of the Task Order Modification. In December 2014, WGI Ohio submitted claims against the DOE pursuant to the Contracts Disputes Acts seeking recovery of \$103 million, including additional fees on changed work scope.

Due to significant delays and uncertainties about responsibilities for the scope of remaining work, final project completion costs and other associated costs may exceed \$100 million over the contracted amounts. In addition, WGI Ohio assets and liabilities, including the value of the above costs and claims, were also measured at their fair value on October 17, 2014, the date AECOM acquired WGI Ohio's parent company, see Note 3, which is reevaluated to account for developments pertaining to this matter.

WGI Ohio can provide no certainty that it will recover the DOE claims and fees submitted in December 2014, as well as any other project costs after December 2014 that WGI Ohio may be obligated to incur including the remaining project completion costs, which could have a material adverse effect on the Company's results of operations.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

18. Commitments and Contingencies (Continued)

AECOM Australia

In 2005 and 2006, the Company's main Australian subsidiary, AECOM Australia Pty Ltd (AECOM Australia), performed a traffic forecast assignment for a client consortium as part of the client's project to design, build, finance and operate a tolled motorway tunnel in Australia. To fund the motorway's design and construction, the client formed certain special purpose vehicles (SPVs) that raised approximately \$700 million Australian dollars through an initial public offering (IPO) of equity units in 2006 and approximately an additional \$1.4 billion Australian dollars in long term bank loans. The SPVs went into insolvency administrations in February 2011.

KordaMentha, the receivers for the SPVs (the RCM Applicants), caused a lawsuit to be filed against AECOM Australia by the RCM Applicants in the Federal Court of Australia on May 14, 2012. Portigon AG (formerly WestLB AG), one of the lending banks to the SPVs, filed a lawsuit in the Federal Court of Australia against AECOM Australia on May 18, 2012. Separately, a class action lawsuit, which has been amended to include approximately 770 of the IPO investors, was filed against AECOM Australia in the Federal Court of Australia on May 31, 2012.

All of the lawsuits claim damages that purportedly resulted from AECOM Australia's role in connection with the above described traffic forecast. On July 10, 2015, AECOM Australia, the RCM Applicants and Portigon AG entered into a Deed of Release settling the respective lawsuits for \$205 million (U.S. dollars).

On May 31, 2016, AECOM Australia and other parties to the class action lawsuit entered into a conditional settlement aggregating to \$91 million (U.S. Dollars) with the class action applicants on a "no admissions" basis. The Federal Court of Australia conducted a hearing on August 10, 2016 and approved the settlement amount and all claims between the parties have been released. The class action settlement did not have a material impact on the Company's financial results.

DOE Hanford Nuclear Reservation

URS Energy and Construction, Washington River Protection Solutions LLC and Washington Closure Hanford LLC (collectively the URS Affiliates) perform services under multiple contracts (including under the Waste Treatment Plant contract, the Tank Farm contract and the River Corridor contract) at the DOE's Hanford nuclear reservation that have been subject to various government investigations or litigation matters:

- Waste Treatment Plant government investigation: The federal government is conducting an
 investigation into the Company's affiliate, URS Energy & Construction, a subcontractor on the
 Waste Treatment Plant, regarding contractual compliance and various technical issues in the design,
 development and construction of the Waste Treatment Plant. The federal government and URS
 Energy & Construction have engaged in settlement discussions towards a resolution of this matter.
- Tank Farms government investigation: The federal government is conducting an investigation regarding the time keeping of employees at the Company's joint venture, Washington River Protection Solutions LLC, when the joint venture took over as the prime contractor from another federal contractor. The federal government and Washington River Protection Solutions LLC have engaged in advanced settlement discussions and Washington River Protection Solutions LLC reassessed its estimate of the matter, which is not expected to have a material impact.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

18. Commitments and Contingencies (Continued)

• River Corridor litigation: The federal government has partially intervened with a relator in a Qui Tam complaint filed in the Eastern District of Washington in December 2013 against the Company's joint venture, Washington Closure Hanford LLC, alleging that its contracting procedures under the Small Business Act violated the False Claims Act. On October 2015, Washington Closure Hanford LLC's motion to dismiss the claim was partially denied.

The URS Affiliates periodically reevaluate the estimated fair value of liabilities assumed from URS Corporation, including the legal related liabilities described above and in Note 3, to account for developments related to the Hanford matters. The URS Affiliates dispute the Waste Treatment Plant and River Corridor matters and intend to continue to defend these ongoing matters vigorously, although the URS Affiliates are engaging in the settlement discussions noted above. The URS Affiliates cannot provide assurances that they will be successful in these defense or settlement efforts. The potential range of loss and any difference from the current accrual cannot be reasonably estimated at this time, primarily due to the fact that these matters involve complex and unique environmental and regulatory issues; each project site contains multiple parties, including various local, state and federal government agencies; conflicts of law between local, state and federal regulations; substantial uncertainty regarding any alleged damages; and the various stages of the government investigations or litigation matters.

Securities Litigation Matter

On September 1, 2016, William Graves, an AECOM stockholder, filed a securities class action complaint in the United States District Court for the Central District of California alleging that the Company and its senior executives made materially false and misleading statements in violation of the federal securities laws. The Company believes the complaint is without merit and intends to vigorously defend against it. While no assurance can be given as to the ultimate outcome of this action, the Company believes that the final resolution of this action will not have a material adverse effect on its consolidated financial position, results of operations, cash flows or ability to conduct business.

19. Reportable Segments and Geographic Information

The Company's operations are organized into three reportable segments: Design and Consulting Services (DCS), Construction Services (CS), and Management Services (MS). The Company's DCS reportable segment delivers planning, consulting, architectural, environmental, and engineering design services to commercial and government clients worldwide. The Company's CS reportable segment provides construction services primarily in the Americas. The Company's MS reportable segment provides program and facilities management and maintenance, training, logistics, consulting, and technical assistance and systems integration services, primarily for agencies of the U.S. government. These reportable segments are organized by the types of services provided, the differing specialized needs of the respective clients, and how the Company manages its business. The Company has aggregated various operating segments into its reportable segments based on their similar characteristics, including similar long term financial performance, the nature of services provided, internal processes for delivering those services, and types of customers.

AECOM
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

19. Reportable Segments and Geographic Information (Continued)

The following tables set forth summarized financial information concerning the Company's reportable segments:

Reportable Segments:	Design and Consulting Services	Construction Services	Management Services	Corporate	Total
Fiscal Year Ended September 30, 2016:					
Revenue	\$7,655.8	\$6,501.3	\$3,253.7	. \$ —	\$17,410.8
Gross profit	382.5	31.1	229.2		642.8
Equity in earnings of joint ventures	8.9	18.2	76.9		104.0
General and administrative expenses	_		_	(115.1)	(115.1)
Acquisition and integration expenses	_		_	(213.6)	(213.6)
Loss on disposal activities	_	(42.6)		_	(42.6)
Operating income (loss)	391.4	6.7	306.1	(328.7)	375.5
Segment assets	6,655.7	3,556.2	2,692.7	822.1	13,726.7
Gross profit as a % of revenue	5.0%	0.5%	7.0%		3.7%
Fiscal Year Ended September 30, 2015:					
Revenue	\$7,962.9	\$6,676.7	\$3,350.3	\$ —	\$17,989.9
Gross profit	299.3	42.8	193.1	····	535.2
Equity in earnings of joint ventures	6.6	23.0	76.6	_	106.2
General and administrative expenses			·	(114.0)	(114.0)
Acquisition and integration expenses		_	_	(398.4)	(398.4)
Operating income (loss)	305.9	65.8	269.7	(512.4)	129.0
Segment assets	7,118.2	3,382.4	2,903.9	609.8	14,014.3
Gross profit as a % of revenue	3.8%	0.6%	5.8%		3.0%
Fiscal Year Ended September 30, 2014:					
Revenue	\$5,443.1	\$2,004.3	\$ 909.4	\$ —	\$ 8,356.8
Gross profit	330.3	29.3	43.6	·	403.2
Equity in earnings of joint ventures	35.5	6.0	16.4		57.9
General and administrative expenses		_		(80.9)	(80.9)
Acquisition and integration expenses				(27.3)	(27.3)
Operating income (loss)	365.8	35.3	60.0	(108.2)	352.9
Segment assets	4,064.5	1,256.4	437.5	365.0	6,123.4
Gross profit as a % of revenue	6.1%	1.5%	4.8%		4.8%

AECOM NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

19. Reportable Segments and Geographic Information (Continued)

Geographic Information:

			Fiscal Yea	ır Ended		
	September 30, 2016		September 30, 2015		September 30, 2014	
	Revenue	Long-Lived Assets	Revenue	Long-Lived Assets	Revenue	Long-Lived Assets
			(in mil	lions)		
United States	\$12,567.0	4,763.9	\$12,599.6	4,852.5	\$4,933.7	1,603.7
Asia Pacific	1,278.3	394.0	1,385.3	426.4	1,338.2	340.5
Canada	866.5	615.7	1,308.3	641.0	561.1	146.7
Europe	1,904.2	1,368.4	1,796.9	1,496.2	788.2	270.8
Other foreign countries	794.8	412.5	899.8	352.1	735.6	209.5
Total	\$17,410.8	7,554.5	\$17,989.9	7,768.2	\$8,356.8	2,571.2

The Company attributes revenue by geography based on the external customer's country of origin. Long-lived assets consist of noncurrent assets excluding deferred tax assets.

20. Major Clients

Other than the U.S. federal government, no single client accounted for 10% or more of the Company's revenue in any of the past five fiscal years. Approximately 23%, 24%, and 15% of the Company's revenue was derived through direct contracts with agencies of the U.S. federal government in the years ended September 30, 2016, 2015 and 2014, respectively. One of these contracts accounted for approximately 3%, 2%, and 3% of the Company's revenue in the years ended September 30, 2016, 2015 and 2014, respectively.

AECOM NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

21. Quarterly Financial Information—Unaudited

In the opinion of management, the following unaudited quarterly data reflects all adjustments necessary for a fair statement of the results of operations. All such adjustments are of a normal recurring nature.

Fiscal Year 2016:	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
	(in millions, except per share data)			ata)
Revenue	\$4,297.7	\$4,381.2	\$4,408.8	\$4,323.1
Cost of revenue	4,156.8	4,197.8	4,237.5	4,175.9
Gross profit	140.9	183.4	171.3	147.2
Equity in earnings of joint ventures	25.2	39.1	18.5	21.2
General and administrative expenses	(28.7)	(29.5)	(28.7)	(28.2)
Acquisition and integration expenses	(41.0)	(50.7)	(50.7)	(71.2)
Loss on disposal activities	(41.0)	(1.6)		
Income from operations	55.4	140.7	110.4	69.0
Other income (expenses)	3.0	0.8	1.5	2.9
Interest expense	(59.5)	(62.7)	(62.6)	(73.3)
(Loss) / income before income tax expense	(1.1)	78.8	49.3	(1.4)
Income tax (benefit) expense	(0.7)	12.2	(35.1)	(14.3)
Net (loss) / income	(0.4)	66.6	84.4	12.9
Noncontrolling interest in income of consolidated				
subsidiaries, net of tax	(20.0)	(24.7)	(17.0)	(5.7)
Net (loss) / income attributable to AECOM	\$ (20.4)	\$ 41.9	\$ 67.4	\$ 7.2
Net (loss) / income attributable to AECOM per share:				
Basic	\$ (0.13)	\$ 0.27	\$ 0.44	\$ 0.05
Diluted	\$ (0.13)	\$ 0.27	\$ 0.43	\$ 0.05
Weighted average common shares outstanding:				
Basic	153.6	154.3	154.9	156.3
Diluted	153.6	155.4	156.2	157.9

AECOM
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

21. Quarterly Financial Information—Unaudited (Continued)

Fiscal Year 2015:	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
	(in millions, except per share data)			ata)
Revenue	\$4,210.5	\$4,506.2	\$4,549.5	\$4,723.7
Cost of revenue	4,075.7	4,403.0	4,422.9	4,553.1
Gross profit	134.8	103.2	126.6	170.6
Equity in earnings of joint ventures	23.9	24.7	27.7	29.9
General and administrative expenses	(34.3)	(29.8)	(24.4)	(25.5)
Acquisition and integration expenses	(138.5)	(91.6)	(88.5)	(79.8)
Income from operations	(14.1)	6.5	41.4	95.2
Other income (expenses)	2.6	(1.0)	10.1	7.4
Interest expense	(118.7)	(60.7)	(60.2)	(60.0)
(Loss) income before income tax expense	(130.2)	(55.2)	(8.7)	42.6
Income tax (benefit) expense	(12.1)	(75.8)	(8.5)	16.1
Net (loss) income	(118.1)	20.6	(0.2)	26.5
subsidiaries, net of tax	(20.9)	(20.3)	(17.0)	(25.4)
Net (loss) income attributable to AECOM	\$ (139.0)	\$ 0.3	\$ (17.2)	\$ 1.1
Net (loss) income attributable to AECOM per share:				
Basic	\$ (0.98)	\$ —	\$ (0.11)	\$ 0.01
Diluted	\$ (0.98)	\$ —	\$ (0.11)	\$ 0.01
Weighted average common shares outstanding:				
Basic	141.9	151.1	151.7	153.8
Diluted	141.9	152.8	151.7	155.2

22. Condensed Consolidating Financial Information

As discussed in Note 8, on October 6, 2014, AECOM issued \$800.0 million aggregate principal amount of its 2022 Notes and \$800.0 million aggregate principal amount of its 2024 Notes in a transaction exempt from the registration requirements of the Securities Act of 1933, as amended (the Securities Act). AECOM filed a Registration Statement on Form S-4 relating to the offer to exchange the Notes for new 5.75% Senior Notes due 2022 and 5.875% Senior Notes due 2024 that was declared effective by the SEC on September 29, 2015. The Notes are fully and unconditionally guaranteed on a joint and several basis by certain of AECOM's directly and indirectly 100% owned subsidiaries (the Subsidiary Guarantors). Other than customary restrictions imposed by applicable statutes, there are no restrictions on the ability of the Subsidiary Guarantors to transfer funds to AECOM in the form of cash dividends, loans or advances.

In connection with the registration of the exchange offer, AECOM became subject to the requirements of Rule 3-10 of Regulation S-X regarding financial statements of guaranters and issuers of guaranteed securities registered or being registered with the Securities and Exchange Commission. The following condensed consolidating financial information, which is presented for AECOM, the Subsidiary Guarantors on a combined basis and AECOM's non-guarantor subsidiaries on a combined basis, is provided to satisfy the disclosure requirements of Rule 3-10 of Regulation S-X.

22. Condensed Consolidating Financial Information (Continued)

Condensed Consolidating Balance Sheets (in millions) September 30, 2016

	Parent	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Eliminations	Total
ASSETS					
CURRENT ASSETS:					
Total cash and cash equivalents	\$ 1.8	\$ 183.7	\$ 506.6	\$ <u> </u>	\$ 692.1
Accounts receivable—net		2,034.0	2,497.5		4,531.5
Intercompany receivable	760.7	151.7	152.0	(1,064.4)	
Prepaid expenses and other current assets	98.7	336.2	295.2	_	730.1
Income taxes receivable	28.7		<u> 18.4</u>		47.1
TOTAL CURRENT ASSETS	889.9	2,705.6	3,469.7	(1,064.4)	6,000.8
PROPERTY AND EQUIPMENT—NET	169.3	236.5	239.2		645.0
DEFERRED TAX ASSETS—NET	265.2	_	129.8	(223.5)	171.5
INVESTMENTS IN CONSOLIDATED				, ,	
SUBSIDIARIES	6,031.7	1,408.4	58.4	(7,498.5)	_
INVESTMENTS IN UNCONSOLIDATED JOINT				·	
VENTURES	0.7	48.6	281.2	_	330.5
GOODWILL		3,286.6	2,537.2		5,823.8
INTANGIBLE ASSETS—NET	_	334.0	145.4		479.4
OTHER NON-CURRENT ASSETS	65.2	71.4	139.1		275.7
TOTAL ASSETS	\$7,422.0	\$8,091.1	\$7,000.0	\$(8,786.4)	\$13,726.7
LIABILITIES AND STOCKHOLDERS' EQUITY					
CURRENT LIABILITIES:					
Short-term debt	\$ 3.1	\$ 7.3	\$ 15.9	\$ —	\$ 26.3
Accounts payable	45.8	907.0	958.1	_	1,910.9
Accrued expenses and other current liabilities	201.2	1,137.1	1,046.5	_	2,384.8
Accrued taxes payable			10.8		10.8
Intercompany payable	114.1	857.9	208.8	(1,180.8)	-
Billings in excess of costs on uncompleted contracts.	400.0	237.5	394.4	_	631.9
Current portion of long-term debt	108.2	222.1	9.7		340.0
TOTAL CURRENT LIABILITIES	472.4	3,368.9	2,644.2	(1,180.8)	5,304.7
OTHER LONG-TERM LIABILITIES	115.7	349.3	632.4	·	1,097.4
DEFERRED TAX LIABILITY—NET		236.6		(223.5)	13.1
NOTE PAYABLE INTERCOMPANY—NON					
CURRENT	_	_	563.5	(563.5)	_
LONG-TERM DEBT	3,468.0	273.4	17.6		3,759.0
TOTAL LIABILITIES	4,056.1	4,228.2	3,857.7	(1,967.8)	10,174.2
TOTAL AECOM STOCKHOLDERS' EQUITY	3,365.9	3,862.9	2,956.7	(6,818.6)	3,366.9
Noncontrolling interests			185.6		185.6
TOTAL STOCKHOLDERS' EQUITY	3,365.9	3,862.9	3,142.3	(6,818.6)	3,552.5
	3,303.9	3,002.9	3,144.3	(0,010.0)	
TOTAL LIABILITIES AND STOCKHOLDERS'	AT 100 -	#0.001.1	Am 600 6	# (O = O < ^	440.501.5
EQUITY	<u>\$7,422.0</u>	\$8,091.1	\$7,000.0	<u>\$(8,786.4)</u>	\$13,726.7

22. Condensed Consolidating Financial Information (Continued)

Condensed Consolidating Balance Sheets (in millions) September 30, 2015

	Parent	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Eliminations	Total
ASSETS					
CURRENT ASSETS:					
Total cash and cash equivalents	\$ 1.3	\$ 162.5	\$ 520.1	\$ 	\$ 683.9
Accounts receivable—net	_	2,165.5	2,675.9		4,841.4
Intercompany receivable	771.3	187.3	262.7	(1,221.3)	
Prepaid expenses and other current assets	36.7	127.4	224.9	_	389.0
Income taxes receivable	68.7	_	12.5	((2.0)	81.2
Deferred tax assets—net	36.6		<u>276.9</u>	(62.9)	250.6
TOTAL CURRENT ASSETS	914.6	2,642.7	3,973.0	(1,284.2)	6,246.1
PROPERTY AND EQUIPMENT—NET	93.4	240.0	365.9		699.3
DEFERRED TAX ASSETS—NET	27.1	_	7.3	(34.4)	
INVESTMENTS IN CONSOLIDATED				(0.450.5)	
SUBSIDIARIES	6,739.4	1,343.7	67.4	(8,150.5)	· —
INVESTMENTS IN UNCONSOLIDATED JOINT	0.0	72.4	247.4		221 6
VENTURES	0.8	73.4	247.4	_	321.6 5,820.7
GOODWILL		3,291.1 459.4	2,529.6 200.0		659.4
OTHER NON-CURRENT ASSETS	88.7	26.8	250.0 151.7	_	267.2
					
TOTAL ASSETS	<u>\$7,864.0</u>	\$8,077.1	<u>\$7,542.3</u>	<u>\$(9,469.1)</u>	\$14,014.3
LIABILITIES AND STOCKHOLDERS' EQUITY CURRENT LIABILITIES:					
Short-term debt		\$ —	\$ 0.5	\$ —	\$ 2.8
Accounts payable	28.0	834.1	991.9	-	1,854.0
Accrued expenses and other current liabilities	229.5	1,001.6	936.7	<u> </u>	2,167.8
Intercompany payable	119.9	960.3	319.8	(1,400.0)	<u></u>
Billings in excess of costs on uncompleted contracts.		255.7	398.2	(62.0)	653.9
Deferred tax liability—net	105.6	62.9 24.5	27.5	(62.9)	157.6
Current portion of long-term debt	105.6				
TOTAL CURRENT LIABILITIES	485.3	3,139.1	2,674.6	(1,462.9)	4,836.1
OTHER LONG-TERM LIABILITIES	63.6	299.5	507.6		870.7
DEFERRED TAX LIABILITY—NET NOTE PAYABLE INTERCOMPANY—NON		122.6	141.9	(34.4)	230.1
CURRENT			669.1	(669.1)	
LONG-TERM DEBT	3,914.0	482.7	49.8		4,446.5
TOTAL LIABILITIES	4,462.9	4,043.9	4,043.0	(2,166.4)	10,383.4
TOTAL AECOM STOCKHOLDERS' EQUITY	3,401.1	4,033.2	3,276.1	(7,302.7)	3,407.7
Noncontrolling interests			223.2		223.2
TOTAL STOCKHOLDERS' EQUITY	3,401.1	4,033.2	3,499.3	(7,302.7)	3,630.9
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$7,864.0	\$8,077.1	\$7,542.3	<u>\$(9,469.1)</u>	\$14,014.3

22. Condensed Consolidating Financial Information (Continued)

Condensed Consolidating Statements of Operations (in millions)

		For the Fisca	l Year Ended Sep	tember 30, 20	16
t .	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Total
Revenue	\$ —	\$9,227.5	\$8,265.3	\$ (82.0)	\$17,410.8
Cost of revenue	_	8,909.4	7,940.6	(82.0)	16,768.0
Gross profit		318.1	324.7		642.8
Equity in earnings from subsidiaries	437.4	43.8	3.2	(484.4)	
Equity in earnings of joint ventures		27.3	76.7	` <u> </u>	104.0
General and administrative expenses	(114.0)	(1.1)		_	(115.1)
Acquisition and integration expenses	(213.6)	_			(213.6)
Loss on disposal activities			(42.6)		(42.6)
Income (loss) from operations	109.8	388.1	362.0	(484.4)	375.5
Other income (expense)		34.7	12.7	(40.0)	8.2
Interest (expense) income	(231.7)	(23.6)	(42.8)	40.0	(258.1)
Income (loss) before income tax expense	(121.1)	399.2	331.9	(484.4)	125.6
Income tax (benefit) expense	(217.3)	114.3	27.8	37.3	(37.9)
Net income (loss)	96.2	284.9	304.1	(521.7)	163.5
consolidated subsidiaries, net of tax	_		(67.4)		(67.4)
Net income (loss) attributable to AECOM	\$ 96.2	\$ 284.9	\$ 236.7	\$(521.7)	\$ 96.1
		For the Figure	al Year Ended Se		15
		Guarantor	Non-Guarantor	ptember 50, 20	
	Parent	Subsidiaries	Subsidiaries	Eliminations	Total
Revenue	\$ —	\$8,749.5	\$9,463.6	\$(223.2)	\$17,989.9
Cost of revenue		8,486.4	9,191.5	(223.2)	17,454.7
Gross profit		263.1	272.1	_	535.2
Equity in earnings from subsidiaries		(95.4)	(1.4)	(224.5)	
Equity in earnings of joint ventures		20.0	86.2	· —	106.2
General and administrative expenses		. ` .			(114.0)
Acquisition and integration expenses	(346.9)	(51.5)			(398.4)
(Loss) income from operations	(137.8)	134.4	356.9	(224.5)	129.0
Other income (expense)	5.1	34.9	14.7	(35.6)	19.1
Interest (expense) income	(275.4)	(20.4)	(39.4)	35.6	(299.6)
(Loss) income before income tax expense	(408.1)	148.9	332.2	(224.5)	(151.5)
Income tax (benefit) expense	` ,		61.0	45.3	(80.3)
Net (loss) income	<u> </u>		271.2	(269.8)	(71.2)
Noncontrolling interests in income of	` ′	·		(=05.0)	, ,
consolidated subsidiaries, net of tax			(83.6)		(83.6)
Net (loss) income attributable to AECOM	\$(154.8)	\$ 82.2	\$ 187.6	\$(269.8)	\$ (154.8)

AECOM
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

22. Condensed Consolidating Financial Information (Continued)

	For the Fiscal Year Ended September 30, 2014					
	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Total	
Revenue	\$	\$3,609.4	\$4,781.9	\$ (34.5)	\$8,356.8	
Cost of revenue		3,451.6	4,536.5	(34.5)	7,953.6	
Gross profit		157.8	245.4	_	403.2	
Equity in earnings from subsidiaries	346.7	40.9	_	(387.6)	_	
Equity in earnings of joint ventures		15.0	42.9	· —	57.9	
General and administrative expenses	(80.9)				(80.9)	
Acquisition and integration expenses	(27.3)				(27.3)	
Income (loss) from operations	238.5	213.7	288.3	(387.6)	352.9	
Other income (loss)	0.5	0.9	2.0	(0.7)	2.7	
Interest expense income	(37.7)	(0.7)	(3.1)	0.7	(40.8)	
Income (loss) before income tax expense	201.3	213.9	287.2	(387.6)	314.8	
Income tax (benefit) expense	(28.6)	34.3	69.5	6.8	82.0	
Net income (loss)	229.9	179.6	217.7	(394.4)	232.8	
Noncontrolling interests in income of				, ,		
consolidated subsidiaries, net of tax			(2.9)		(2.9)	
Net income (loss) attributable to AECOM	\$229.9	\$ 179.6	\$ 214.8	\$(394.4)	\$ 229.9	

Consolidating Statements of Comprehensive Income (Loss) (in millions)

	For the Fiscal Year Ended September 30, 2016					
•	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Total	
Net income (loss)	\$96.2	\$284.9	\$ 304.1	\$(521.7)	\$ 163.5	
Net unrealized gain on derivatives, net of tax	2.6		3.4		6.0	
Foreign currency translation adjustments		_	(65.3)		(65.3)	
Pension adjustments, net of tax	(3.3)	(14.9)	(146.7)		(164.9)	
Other comprehensive loss, net of tax	(0.7)	(14.9)	(208.6)		(224.2)	
Comprehensive income (loss), net of tax Noncontrolling interests in comprehensive income	95.5	270.0	95.5	(521.7)	(60.7)	
of consolidated subsidiaries, net of tax			(65.7)		(65.7)	
Comprehensive income (loss) attributable to AECOM, net of tax	<u>\$95.5</u>	\$270.0	\$ 29.8	<u>\$(521.7)</u>	<u>\$(126.4)</u>	

22. Condensed Consolidating Financial Information (Continued)

	For the Fiscal Year Ended September 30, 2015					
	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Total	
Net (loss) income	\$ (154.8)	\$82.2	\$ 271.2	\$(269.8)	\$ (71.2)	
Other comprehensive income (loss), net of tax:	` ′			, ,	` ,	
Net unrealized loss on derivatives, net of tax	(6.1)	_	(3.1)		(9.2)	
Foreign currency translation adjustments	1.0		(285.6)	_	(285.6)	
Pension adjustments, net of tax	1.8	6.4	4.8		13.0	
Other comprehensive (loss) income, net of tax	(4.3)	6.4	(283.9)		(281.8)	
Comprehensive (loss) income, net of tax	(159.1)	88.6	(12.7)	(269.8)	(353.0)	
Noncontrolling interests in comprehensive						
income of consolidated subsidiaries, net of			(90.2)		(90.2)	
tax			(80.3)		(80.3)	
Comprehensive (loss) income attributable to	ቀ/1ኛበ 1\	\$90 6	¢ (02.0)	¢/2/0 0\	# (422.2)	
AECOM, net of tax	<u>\$(139.1)</u>	\$88.6	<u>\$ (93.0)</u>	<u>\$(269.8)</u>	<u>\$(433.3)</u>	
		For the Fisca	ıl Year Ended Sep	otember 30, 201	14	
	Parent	Guarantor Subsidiarie		r Eliminations	Total	
Net income (loss)	. \$229.9	\$179.6	\$217.7	\$(394.4)	\$232.8	
Other comprehensive income (loss), net of tax:				` ,		
Net unrealized gain on derivatives, net of tax		_	_	_	0.3	
Foreign currency translation adjustments			(72.7)	_	(72.7)	
Pension adjustments, net of tax		·	(14.3)		(24.2)	
Other comprehensive loss, net of tax	. (9.6)	(87.0)		(96.6)	
Comprehensive income (loss), net of tax Noncontrolling interests in comprehensive income		179.6	130.7	(394.4)	136.2	
of consolidated subsidiaries, net of tax			(1.6)	<u> </u>	(1.6)	
Comprehensive income (loss) attributable to	·			_	_	
AECOM, net of tax	. \$220.3	\$179.6	<u>\$129.1</u>	<u>\$(394.4)</u>	<u>\$134.6</u>	

22. Condensed Consolidating Financial Information (Continued)

Condensed Consolidating Statements of Cash Flows (in millions)

	I	or the Fiscal	Year Ended Sept	ember 30, 2016	i
	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Total
CASH FLOWS FROM OPERATING					
ACTIVITIES	\$ (273.6)	\$ 623.7	\$ 464.1	\$ —	\$ 814.2
Payments for business acquisitions, net of cash acquired	_	(1.0)	(4.5)		(5.5)
property			39.7		39.7
Net investment in unconsolidated joint ventures .	_	(3.9)	(67.6)	_	(71.5)
Net sales of investments	_	_	11.5		11.5
disposals	(82.0)	(58.7)	3.9	_	(136.8)
notes	5.3	176.1	(13.5)	(167.9)	_
Other intercompany investing activities	791.2	140.3		(931.5)	
Net cash provided by (used in) investing activities	714.5	252.8	(30.5)	(1,099.4)	(162.6)
CASH FLOWS FROM FINANCING					
ACTIVITIES:					
Proceeds from borrowings under credit					
agreements	4,673.0	17.6	15.6		4,706.2
agreements	(5,124.1)		(53.1)	-	(5,200.0)
Cash paid for debt and equity issuance costs	(10.4)	_	_		(10.4)
Proceeds from issuance of common stock	28.2				28.2
Proceeds from exercise of stock options	9.9	_			9.9 (25.9)
Payments to repurchase common stock Excess tax benefit from share-based payment	(25.9)	_	_	<u>-</u>	(23.9)
Net distributions to noncontrolling interests		_	(103.2)		(103.2)
Other financing activities	7.9	(4.5)	(46.3)		(42.9)
Net borrowings (repayments) on intercompany	1.5	(4.5)	(40.5)		(12.5)
notes	1.0	12.5	(181.4)	167.9	_
Other intercompany financing activities		(858.1)	(73.4)	931.5	_
Net cash used in financing activities	(440.4)		(441.8)	1,099.4	(638.1)
EFFECT OF EXCHANGE RATE CHANGES ON					/
CASH NET INCREASE (DECREASE) IN CASH AND		_	(5.3)		(5.3)
CASH EQUIVALENTS	0.5	21.2	(13.5)		8.2
BEGINNING OF YEAR	1.3	162.5	520.1		683.9
CASH AND CASH EQUIVALENTS AT END OF YEAR	\$ 1.8	\$ 183.7	\$ 506.6	<u> </u>	\$ 692.1

AECOM
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

22. Condensed Consolidating Financial Information (Continued)

	F	for the Fiscal	Year Ended Sept	ember 30, 2015	5
	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Total
CASH FLOWS FROM OPERATING					
ACTIVITIES	\$ (551.2)	\$ 816.9	\$ 498.7	\$ —	\$ 764.4
ACTIVITIES:					
Payments for business acquisitions, net of cash	(a. m. (a.)	400.0	4 5 4 =		(2.202.2)
acquired Proceeds from disposal of businesses and	(3,564.2)		161.7		(3,293.3)
property	9.5	5.6			15.1
Net investment in unconsolidated joint ventures .	_	(4.0)	(28.7)		(32.7)
Sales (purchases) of investments	37.3		(2.7)		34.6
disposals	(51.9)	(15.8)	(1.7)		(69.4)
Receipts from intercompany notes receivable	95.6	128.6	· —	(224.2)	· <u></u>
Other intercompany investing activities	1,085.8	160.9		(1,246.7)	
Net cash (used in) provided by investing					
activities	(2,387.9)	384.5	128.6	(1,470.9)	(3,345.7)
CASH FLOWS FROM FINANCING ACTIVITIES:					
Proceeds from borrowings under credit					
agreements	6,464.6	29.9	87.2		6,581.7
Repayments of borrowings under credit	-,				,
agreements	(5,031.9)	(31.2)	(95.2)		(5,158.3)
Issuance of unsecured senior notes	1,600.0	`	`		1,600.0
Prepayment penalty on Unsecured Senior Notes .	(55.6)	· —			(55.6)
Cash paid for debt and equity issuance costs	(89.6)				(89.6)
Proceeds from issuance of common stock	25.6	<u>—</u>			25.6
Proceeds from exercise of stock options	11.1				11.1
Payments to repurchase common stock	(23.1)				(23.1)
Excess tax benefit from share-based payment	3.6			_	3.6
Net distributions to noncontrolling interests		_	(144.3)		(144.3)
Other financing activities	2.3	(4.1)			(31.3)
Intercompany notes repayments		_	(224.2)	224.2	`′
Other intercompany financing activities	_	(1,119.3)		1,246.7	
Net cash provided by (used in) financing					
activities	2,907.0	(1,124.7)	(533.4)	1,470.9	2,719.8
EFFECT OF EXCHANGE RATE CHANGES ON			(20.0)		(20.0)
CASH NET (DECREASE) INCREASE IN CASH AND		_	(28.8)		(28.8)
CASH EQUIVALENTS	(32.1)	76.7	65.1		109.7
CASH AND CASH EQUIVALENTS AT	(32.1)	, 10.1	05.1		107.1
BEGINNING OF YEAR	33.4	85.8	455.0	_	574.2
CASH AND CASH EQUIVALENTS AT END OF	***************************************				
YEAR	\$ 1.3	\$ 162.5	\$ 520.1	\$ —	\$ 683.9

22. Condensed Consolidating Financial Information (Continued)

Condensed Consolidating Statements of Cash Flows (in millions)

	For the Fiscal Year Ended September 30, 2014				4
	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Total
CASH FLOWS FROM OPERATING ACTIVITIES	\$ (33.3)	\$ 206.5	\$ 187.4	\$ —	\$ 360.6
Payments for business acquisitions, net of cash acquired		(55.0)	1.9 19.0	<u> </u>	(53.1) 19.0
property	_ _ _	9.4 —	3.6 (61.6) 2.7	_ _ _	3.6 (52.2) 2.7
Payments for capital expenditures, net of disposals	(14.3) 146.7 116.7	(17.8)	(30.7)	(146.7) (172.4)	(62.8) —
Net cash provided by (used in) investing activities	249.1		(65.1)	(319.1)	(142.8)
CASH FLOWS FROM FINANCING ACTIVITIES: Proceeds from borrowings under credit agreements	1,769.3	_	39.9	_	1,809.2
Repayments of borrowings under credit agreements	(1,918.6) (8.1) 13.9 13.4		(42.0)	_ _ _	(1,976.4) (8.1) 13.9 13.4
Payments to repurchase common stock	(34.9) 0.7 — (22.5)		(30.2)	_ _ _	(34.9) 0.7 (30.2) (21.4)
Intercompany notes repayments Other intercompany financing activities Net cash used in financing activities	(186.8)	(178.2)	(146.7) 5.8 (172.9)	146.7 172.4 319.1	(233.8)
EFFECT OF EXCHANGE RATE CHANGES ON CASH		<u>(133.2)</u> —	(10.5)		(10.5)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	29.0	5.6	(61.1)	_	(26.5)
BEGINNING OF YEAR	\$ 33.4		\$ 455.0	<u> </u>	\$ 574.2

AECOM Technology Corporation Schedule II: Valuation and Qualifying Accounts (amounts in millions)

	Balance at Beginning of Year	Additions Charged to Cost of Revenue	Deductions(a)	Other and Foreign Exchange Impact	Balance at the End of the Year
Allowance for Doubtful Accounts					
Fiscal Year 2016	\$64.1	\$16.4	\$(20.5)	\$ 0.4	\$60.4
Fiscal Year 2015	\$72.1	\$26.9	\$(31.2)	\$(3.7)	\$64.1
Fiscal Year 2014	86.4	17.3	(38.4)	6.8	72.1

⁽a) Primarily relates to accounts written-off and recoveries

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our CEO and CFO, are responsible for establishing and maintaining "disclosure controls and procedures" (as defined in Rule 13a-15(e) under the Exchange Act) for our company. Based on their evaluation as of the end of the period covered by this report, our CEO and CFO have concluded that our disclosure controls and procedures were effective to ensure that the information required to be disclosed by us in this Annual Report on Form 10-K was (i) recorded, processed, summarized and reported within the time periods specified in the SEC's rules and (ii) accumulated and communicated to our management, including our principal executive and principal financial officers, to allow timely decisions regarding required disclosures.

Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is defined in Rule 13a-15(f) or 15d-15(f) promulgated under the Securities Exchange Act of 1934, as amended, as a process designed by, or under the supervision of, the company's principal executive and principal financial officers and effected by the company's board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. Internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Projections of any evaluation of the effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Our management, with the participation of our CEO and CFO, assessed the effectiveness of our internal control over financial reporting as of September 30, 2016, the end of our fiscal year. Our management based its assessment on criteria established in *Internal Control—Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Our management's assessment included evaluation and testing of the design and operating effectiveness of key financial reporting controls, process documentation, accounting policies, and our overall control environment.

Based on our management's assessment, our management has concluded that our internal control over financial reporting was effective as of September 30, 2016. Our management communicated the results of its assessment to the Audit Committee of our Board of Directors.

Our independent registered public accounting firm, Ernst & Young LLP, audited our financial statements for the fiscal year ended September 30, 2016 included in this Annual Report on Form 10-K, and

has issued an audit report with respect to the effectiveness of the Company's internal control over financial reporting, a copy of which is included earlier in this Annual Report on Form 10-K.

Changes in Internal Control Over Financial Reporting

During the third quarter of fiscal year 2016, we identified a material weakness in our internal controls over accounting for the acquisition of the URS Corporation related to (a) the alignment of accounting policies specific to forward loss reserves and (b) income tax accounts. To remediate the material weakness, we enhanced and revised the design of existing controls and procedures to properly apply forward loss and income tax accounting. During the fourth quarter of fiscal 2016, we successfully completed the testing necessary to conclude that the material weakness had been remediated.

Except as noted above, our management, including our CEO and CFO, confirm that there were no other changes in our company's internal control over financial reporting during the last fiscal year ended September 30, 2016 that have materially affected, or are reasonably likely to materially affect, our company's internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Incorporated by reference from our definitive proxy statement for the 2017 Annual Meeting of Stockholders, to be filed within 120 days of our fiscal 2016 year end.

ITEM 11. EXECUTIVE COMPENSATION

Incorporated by reference from our definitive proxy statement for the 2017 Annual Meeting of Stockholders, to be filed within 120 days of our fiscal 2016 year end.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDERS MATTERS

Other than with respect to the information relating to our equity compensation plans, which is incorporated herein by reference to Part II, Item 5, "Equity Compensation Plans" of this Form 10-K, the information required by this item is incorporated by reference from our definitive proxy statement for the 2016 Annual Meeting of Stockholders, to be filed within 120 days of our fiscal 2016 year end.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Incorporated by reference from our definitive proxy statement for the 2017 Annual Meeting of Stockholders, to be filed within 120 days of our fiscal 2016 year end.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

Incorporated by reference from our definitive proxy statement for the 2017 Annual Meeting of Stockholders, to be filed within 120 days of our fiscal 2016 year end.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

- (a) Documents filed as part of this report:
 - (1) The company's Consolidated Financial Statements at September 30, 2016 and 2015 and for each of the three years in the period ended September 30, 2016 and the notes thereto, together with the report of the independent auditors on those Consolidated Financial Statements are hereby filed as part of this report.
 - (2) Financial Statement Schedule II—Valuation and Qualifying Accounts for the Years Ended September 30, 2016, 2015 and 2014.
 - (3) See Exhibits and Index to Exhibits, below.
- (b) Exhibits.

Exhibit			Reference Filings La	orated by (Exchange Act ocated at File 0-52423)	Filed
Number	Exhibit Description	Form	Exhibit	Filing Date	Herewith
2.1	Agreement and Plan of Merger, dated as of July 11, 2014, by and among AECOM Technology Corporation, ACM Mountain I, LLC, AECOM Global II, LLC (formerly ACM Mountain II, LLC) and URS Corporation.	8-K	2.1	7/14/2014	
3.1	Amended and Restated Certificate of Incorporation of AECOM Technology Corporation.	10-K	3.1	11/21/2011	
3.2	Certificate of Amendment to Amended and Restated Certificate of Incorporation of AECOM Technology Corporation.	S-4	3.2	8/1/2014	
3.3	Certificate of Correction of Amended and Restated Certificate of Incorporation of AECOM Technology Corporation.	10-K	3.3	11/17/14	
3.4	Certificate of Amendment to the Company's Certificate of Incorporation.	8-K	3.1	1/9/2015	
3.5	Amended and Restated Bylaws.	8- K	3.2	1/9/2015	
4.1	Form of Common Stock Certificate.	Form 10	4.1	1/29/2007	
4.2	Indenture, dated as of October 6, 2014, by and among AECOM Technology Corporation, the Guarantors party thereto, and U.S. Bank National Association, as trustee.	8-K	4.1	10/8/2014	
4.3	First Supplemental Indenture, dated as of October 17, 2014, by and among AECOM Technology Corporation, the guarantors party thereto and U.S. Bank National Association.	10-K	4.10	11/17/2014	

Exhibit			Reference (Filings Lo	orated by Exchange Act cated at File 9-52423)	Filed
Number	Exhibit Description	Form	Exhibit	Filing Date	Herewith
4.4	Second Supplemental Indenture, dated as of June 3, 2015, by and among AECOM, the guarantors party thereto and U.S. Bank National Association.	S-4	4.3	7/6/2015	
4.5	Third Supplemental Indenture, dated as of June 19, 2015, by and among AECOM, the guarantor party thereto and U.S. Bank National Association.	S-4	4.4	7/6/2015	
4.6†	Indenture, dated March 15, 2012, between URS Corporation, URS Fox U.S. LP and U.S. Bank National Association.	8-K	4.01	3/20/2012	
4.7†	First Supplemental Indenture, dated March 15, 2012, by and among URS Corporation, URS Fox U.S. LP, the additional guarantor parties thereto and U.S. Bank National Association.	8-K	4.02	3/20/2012	
4.8†	Second Supplemental Indenture, dated March 15, 2012, by and among URS Corporation, URS Fox U.S. LP, the additional guarantor parties thereto and U.S. Bank National Association.	8-K	4.03	3/20/2012	
4.9†	Third Supplemental Indenture, dated as of May 14, 2012, by and among URS Corporation, URS Fox U.S. LP, the additional guarantor parties thereto and U.S. Bank National Association.	8-K	4.6	5/18/2012	
4.10†	Fourth Supplemental Indenture, dated as of September 24, 2012, by and among URS Corporation, URS Fox U.S. LP, the additional guarantor parties thereto and U.S. Bank National Association.	8-K	4.2	9/26/2012	
4.11	Fifth Supplemental Indenture, dated as of October 17, 2014, by and among AECOM Global II, LLC, URS Fox U.S. LP and U.S. Bank National Association.	10-K	4.8	11/17/2014	
4.12	Registration Rights Agreement, dated October 6, 2014, by and among AECOM Technology Corporation, AECOM Government Services, Inc., AECOM Technical Services, Inc., Tishman Construction Corporation, other Guarantors, and Merrill Lynch, Pierce, Fenner & Smith Incorporated.	8-K	4.2	10/8/2014	

Exhibit			No. 0-52423)		Filed
Number	Exhibit Description	Form	Exhibit	Filing Date	Herewith
	Credit Agreement, dated as of October 17, 2014, among AECOM Technology Corporation and certain of its subsidiaries, as borrowers, certain lenders, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, MUFG Union Bank, N.A., BNP Paribas, JPMorgan Chase Bank, N.A., and the Bank of Nova Scotia, as Co-Syndication Agents, and BBVA Compass, Credit Agricole Corporate and Investment Bank, HSBC Bank USA, National Association, Sumitomo Mitsui Banking Corporation and Wells Fargo Bank, National Association, as Co-Documentation Agents.	8-K	10.1	10/17/2014	
	Amendment No. 1 to the Credit Agreement, dated as of July 1, 2015, by and among AECOM and certain of its subsidiaries, as borrowers, certain lenders, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer.	8-K	10.1	7/7/2015	
4.15	Amendment No. 2 to Credit Agreement, dated as of December 22, 2015, among the Company, the Lenders party thereto, and Bank of America, N.A., as Administrative Agent, Swing Line Lender, and an L/C Issuer.	8-K	10.1	12/22/2015	
4.16	Amendment No. 3 to Credit Agreement and Amendment No. 1 to the Security Agreement, dated as of September 29, 2016, among the Company, the Lenders party thereto, and Bank of America, N.A., as Administrative Agent, Swing Line Lender, and an L/C Issuer.	8-K	10.1	9/30/16	
10.1#	1992 Supplemental Executive Retirement Plan, restated as of November 20, 1997.	Form 10	10.12	1/29/2007	
10.2#	First Amendment, effective July 1, 1998, to the 1992 Supplemental Executive Retirement Plan.	Form 10	10.13	1/29/2007	
10.3#	Second Amendment, effective March 1, 2003, to the 1992 Supplemental Executive Retirement Plan.	Form 10	10.14	1/29/2007	
10.4#	Third Amendment, effective April 1, 2004, to the 1992 Supplemental Executive Retirement Plan.	Form 10	10.15	1/29/2007	
10.5#	1996 Supplemental Executive Retirement Plan, restated as of November 20, 1997.	Form 10	10.16	1/29/2007	

¥3_1.31.44			Reference Filings La	orated by (Exchange Act ocated at File 0-52423)	Filed
Exhibit Number	Exhibit Description	Form	Exhibit	Filing Date	Herewith
10.6#	First Amendment, effective July 1, 1998, to the 1996 Supplemental Executive Retirement Plan.	Form 10	10.17	1/29/2007	
10.7#	Second Amendment, effective April 1, 2004, to the 1996 Supplemental Executive Retirement Plan.	Form 10	10.18	1/29/2007	
10.8#	1998 Management Supplemental Executive Retirement Plan.	Form 10	10.20	1/29/2007	
10.9#	First Amendment, effective January 1, 2002, to the 1998 Management Supplemental Executive Retirement Plan.	Form 10	10.21	1/29/2007	
10.10#	Second Amendment, effective July 1, 1998, to the 1998 Management Supplemental Executive Retirement Plan.	Form 10	10.22	1/29/2007	
10.11#	Third Amendment, effective October 31, 2004, to the 1998 Management Supplemental Executive Retirement Plan.	Form 10	10.23	1/29/2007	
10.12#	AECOM Management Supplemental Executive Retirement Plan, as amended and restated effective January 1, 2005.				X
10.13#	First Amendment, effective October 9, 2009, to the AECOM Management Supplemental Executive Retirement Plan, as amended and restated effective January 1, 2005.				X
10.14#	Second Amendment, effective December 30, 2015, to the AECOM Management Supplemental Executive Retirement Plan.	10 -Q	10.2	2/10/2016	
10.15#	1996 Excess Benefit Plan restated at November 20, 1997.	Form 10	10.24	1/29/2007	
10.16#	First Amendment, effective July 1, 1998, to the 1996 Excess Benefit Plan.	Form 10	10.25	1/29/2007	
10.17#	Second Amendment, effective March 1, 2003, to the 1996 Excess Benefit Plan.	Form 10	10.26	1/29/2007	
10.18#	Third Amendment, effective April 1, 2004, to the 1996 Excess Benefit Plan.	Form 10	10.27	1/29/2007	
10.19#	AECOM Technology Corporation Excess Benefit Plan, as amended and restated effective January 1, 2005				X
10.20#	First Amendment, effective October 9, 2009, to the AECOM Technology Corporation Excess Benefit Plan				X

Incorporated by Reference (Exchange Act Filings Located at File No. 0-52423)

Exhibit				52423)	Filed
Number	Exhibit Description	Form	Exhibit	Filing Date	Herewith
10.21#	AECOM Technology Corporaton Change in Control Severance Policy for Key Executives.	10-K	10/18	11/25/2015	
10.22#	Employment Agreement, dated as of July 14, 2010, by and among AECOM Technology Corporation, Tishman Construction Corporation and Daniel R. Tishman.	8-K	2.2	7/14/2010	
10.23#	Employment Agreement between AECOM Technology Corporation and Randall A. Wotring, dated as of January 1, 2015.	10-Q	10.2	2/11/2015	
10.24#	Employment Agreement between AECOM Technology Corporation and George L. Nash, Jr., effective as of January 1, 2015	10-Q	10.1	2/11/2015	
10.25#	AECOM Technology Corporation Employee Stock Purchase Plan.	S-8	4.3	5/24/2010	
10.26#	Amended and Restated AECOM Technology Corporation Employee Stock Purchase Plan.	10-Q	10.1	5/11/16	
10.27#	Amended and Restated 2006 Stock Incentive Plan.	Schedule 14A	Annex B	1/21/2011	
10.28#	Amended Stock Option Standard Terms and Conditions under 2006 Stock Incentive Plan.	8-K	10.1	12/5/2008	
10.29#	Form of New and Amended Restricted Stock Unit Standard Terms and Conditions under the 2006 Stock Incentive Plan.	8-K	10.2	12/21/2012	
10.30#	Standard Terms and Conditions for Performance Earnings Program under AECOM Technology Corporation 2006 Stock Incentive Plan.	8-K	10.3	12/5/2008	
10.31#	AECOM 2016 Stock Incentive Plan.	S-8	99.1	3/2/2016	
10.32#	Form Standard Terms and Conditions for Restricted Stock Units for Non-Employee Directors under the 2016 Stock Incentive.	10 - Q	10.3	5/11/16	
10.33#	Form Standard Terms and Conditions for Restricted Stock Units under the 2016 Stock Incentive Plan.	10-Q	10.4	5/11/16	
10.34#	Form Standard Terms and Conditions for Performance Earnings Program under the 2016 Stock Incentive Plan.	10-Q	10.5	5/11/16	
10.35#	Form Standard Terms and Conditions for Non-Qualified Stock Options under the 2016 Stock Incentive Plan.	10-Q	10.6	5/11/16	

Incorporated by
Reference (Exchange Act
Filings Located at File
No. 0 52422)

Ewhihit			No. 0-52423)		Filed	
Exhibit Number	Exhibit Description	Form	Exhibit	Filing Date	Herewith	
10.36#	URS Corporation 2008 Equity Incentive Plan.	S-8	4.4	10/17/2014		
10.37#	AECOM Technology Corporation Executive Deferred Compensation Plan.	8-K	10.1	12/21/2012		
10.38#	First Amendment to the AECOM Executive Deferred Compensation Plan.	10-Q	10.3	2/10/2016		
10.39#	AECOM Technology Corporation Executive Incentive Plan.	Schedule 14A	Annex A	1/22/2010		
10.40#	Letter Agreement, dated as of March 6, 2014, by and among AECOM Technology Corporation and Michael S. Burke.	8-K	10.1	3/12/2014		
10.41#	Form of Special LTI Award Stock Option Terms and Conditions under the 2006 Stock Incentive Plan.	8-K	10.2	3/12/2014		
10.42#	AECOM Retirement & Savings Plan (amended and restated effective July 1, 2016)	10-Q	10.1	8/10/2016		
21.1	Subsidiaries of AECOM.				X	
23.1	Consent of Independent Registered Public Accounting Firm.					
31.1	Certification of the Company's Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.					
31.2	Certification of the Company's Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.		X			
32*	Certification of the Company's Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.					
95	Mine Safety Disclosure				X	
101.INS	·					
101.SCH	XBRL Taxonomy Extension Schema					
101.CAL	XBRL Taxonomy Extension Calculation Linkbase				X	
101.LAB	XBRL Taxonomy Extension Labels Linkbase				X	
101.PRE	XBRL Taxonomy Extension Presentation Linkbase					

Incorporated by
Reference (Exchange Act
Filings Located at File
No. 0-52423)

Exhibit					No. 0-52423)		Filed	
Number		Exhibit	Description		Form	Exhibit	Filing Date	Herewith
101.DEF	XBRL Linkbase	Taxonomy	Extension	Definition				X

[#] Management contract or compensatory plan or arrangement.

^{*} Document has been furnished and not filed.

[†] Indicates a material agreement previously filed by URS Corporation, a public company acquired by AECOM on October 17, 2014.

SIGNATURE

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

AECOM

By: /s/ W. TROY RUDD

W. Troy Rudd

Executive Vice President and Chief Financial

Officer

(Principal Financial Officer)

Date:

November 15, 2016

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant in the capacities and on the date indicated.

Signature	Title	<u>Date</u>
/s/ MICHAEL S. BURKE Michael S. Burke	Chairman and Chief Executive Officer (Principal Executive Officer)	November 15, 2016
/s/ W. TROY RUDD W. Troy Rudd	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	November 15, 2016
/s/ RONALD E. OSBORNE Ronald E. Osborne	Senior Vice President, Corporate Controller (Principal Accounting Officer)	November 15, 2016
/s/ JAMES H. FORDYCE James H. Fordyce	Director	November 15, 2016

Signature	Title	Date
/s/ SENATOR WILLIAM H. FRIST, M.D. Senator William H. Frist, M.D.	Director	November 15, 2016
/s/ LINDA GRIEGO Linda Griego	Director	November 15, 2016
/s/ DAVID W. JOOS David W. Joos	Director	November 15, 2016
/s/ ROBERT J. ROUTS Robert J. Routs	Director	November 15, 2016
/s/ CLARENCE T. SCHMITZ Clarence T. Schmitz	Director	November 15, 2016
/s/ DOUGLAS W. STOTLAR Douglas W. Stotlar	Director	November 15, 2016
/s/ DANIEL R. TISHMAN Daniel R. Tishman	Director, AECOM Vice Chairman	November 15, 2016
/s/ GEN. JANET C. WOLFENBARGER, USAF RET. Gen. Janet C. Wolfenbarger, USAF Ret.	Director	November 15, 2016



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AECOM Technical Services, Inc		System vendu	MUHIUCH, ZU HUUUTT
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1 flag has been added to this record. See below for details.

Show only flagged items.

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	4/13/2017
STATUS	Accepted
REVIEWER	Stephanle HIII
DATE REVIEWED	4/21/2017
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	;
EXPIRATION DATE	4/21/2018
FLAG FORM	Add Flag

Settings	
SMALL BUSINESS SET-ASIDE PROGRAM (SBSP) REGISTERED	No .
REGISTERING AS A	Prime & Subcontractor

Vendor Information	
BUSINESS NAME	AECOM Technical Services, Inc
PRIMARY CONTACT	Wojciech Kowalczyk (change contact)
PRIMARY CONTACT EMAIL	wojciech.kowalczyk@aecom.com
PHONE	312-373-6637
FAX	312-373-6800
COMPANY EMAIL	Wojciech.Kowalczyk@aecom.com
TAX ID NUMBER	
COMPANY TYPE	Corporation
ADDRESS	303 East Wacker Drive Suite 1400 Chicago, IL 60601 [edit address]

View Vendor Profile

Current Vendor Certifications

No current applicable certifications.

orms		
View	Form Name Flagged	
Vlew	A - B. Business Information & Additional Information	
<u>View</u>	C. Small Business Set-Aside Program	
<u>View</u>	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois	
<u>View</u>	F - G. Certifications & Board of Elections	
<u>View</u>	H. Iran Disclosure	
View	I. Financial Disclosure & Conflicts of Interest	

NIGP 90783	Testing Services
NIGP 90779	Surveying Services (Not Aerial or Research)
NIGP 90775	Site Assessment and Site Field Observation
NIGP 90772	Safety Engineering and Accident Studies, OSHA Studies
NIGP 90742	Geotechnical - Soils
NIGP 90735	Designing Services



General Public Profile Users Commodity Codes	Contacts & Owners Comments Reviews Certifications Site Visits Registrations
AECOM Technical Services, Inc	System Vendor Number: 20186644

Return to Main Form

endor Registration	
FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	4/13/2017
STATUS	Accepted
BUSINESS NAME	AECOM Technical Services, Inc
POINT OF CONTACT	Wojciech Kowalczyk
FLAG FORM	Add Flag

A. Business Information		
1. YOUR BUSINESS IS REGISTERING AS A	Prime contractor and subcontractor	F
2. NAME OF CEO/BUSINESS OWNER	AECOM	ľ
3. ANNUAL SALES/GROSS RECEIPTS	2,324,439,531	۲
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	09/29/1970	ľ
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	Ì
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Wojciech (Voytek) Kowalczyk	1
CONTACT PERSON TITLE	Director of Legal Operations	
CONTACT PERSON PHONE	312.373.6637	***************************************
CONTACT PERSON EMAIL	wojciech.kowalczyk@aecom.com	

B. Additional Information		
1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Other Government Agency IL Tollway	***



General Public Profile Users Commodity Codes Contacts & Owner	s Comments Reviews Certifications	Site Visits Registrations
AECOM Technical Services, Inc		System Vendor Number: 20186644

Return to Main Form

Vendor Registration	
FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	4/13/2017
STATUS	Accepted
BUSINESS NAME	AECOM Technical Services, Inc
POINT OF CONTACT	Wolciech Kowalczyk
FLAG FORM	Add Flag

1. WOULD YOU LIKE TO APPLY/RE- No		C. Small Business Set-Aside Program
QOACH FOR THE SWALL DOSINESS	Part .	1. WOULD YOU LIKE TO APPLY/RE- No QUALIFY FOR THE SMALL BUSINESS
SET-ASIDE PROGRAM?		SET-ASIDE PROGRAM?

Additional Information	
STAFF ATTACHED FILE(S)	Attach File
	Refresh List after attaching file(s).

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AECOM Technical Services, Inc	System Vendor Number: 20186644

Return to Main Form

Vendor Registration	
FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E, in order to submit this form.
DATE SUBMITTED	4/13/2017
STATUS	Accepted
BUSINESS NAME	AECOM Technical Services, Inc
POINT OF CONTACT	Wojciech Kowalczyk
FLAG FORM	Add Flag

D. Department of Human Ri	ghts (DHR)	
1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	76414	
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 9187700	**

E. Authorized to do Business in Illinois 1. IS YOUR BUSINESS REGISTERED Yes, registered and in good standing with the Illinois Secretary of State AND AUTHORIZED TO DO BUSINESS IN ILLINOIS? Yes, registered and in good standing with the Illinois Secretary of State | Illinois | Illinoi

Additional Information	
STAFF ATTACHED FILE(S)	Attach File
	Refresh List after attaching file(s).



General Public Profile Users	Commodity Codes Contacts & Ow	ners Comments Reviews Certification	ons Site Visits Registrations
AECOM Technical Service	es. Inc	A STATE OF THE STA	System Vendor Number: 20186644
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Return to Main Form

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	4/13/2017
STATUS	Accepted
BUSINESS NAME	AECOM Technical Services, Inc
POINT OF CONTACT	Wojclech Kowalczyk
FLAG FORM	Add Flag

F. Certifications

1. 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.

Yes

2. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCS, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES HE/SHE IS NOT IN DEFAULT ON AN EDUCATIONAL LOAN. 5 ILCS 385/3

Po

N/A

3. VENDOR CERTIFIES THAT IT HAS REVIEWED AND WILL COMPLY WITH THE DEPARTMENT OF EMPLOYMENT SECURITY LAW (20 ILCS 1005/1005-47) AS APPLICABLE

T

Yes

4. IF YOU ARE AWARDED A CONTRACT FOR WHICH THERE WAS A CURRENT VENDOR PROVIDING THE SERVICES COVERED BY THAT CONTRACT AND THE EMPLOYEES OF THAT VENDOR WHO PROVIDED THOSE SERVICES WERE 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 THAT CONTRACT SUBJECT TO ITS BID OR OFFER; AND (II) THAT IT SHALL OFFER EMPLOYMENT TO ALL EMPLOYEES THAT ARE THEN CURRENTLY EMPLOYED IN ANY EXISTING BARGAINING UNIT WHO PERFORMS SUBSTANTIALLY SIMILAR WORK TO THE WORK THAT WILL BE PERFORMED PURSUANT TO THAT CONTRACT. THIS DOES NOT APPLY TO HEATING, AIR CONDITIONING, PLUMBING AND ELECTRICAL SERVICE CONTRACTS. 30 ILCS 500/25-80

Yes

5. 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

J.W

Yes

6. IF VENDOR HAS BEEN CONVICTED OF A FELONY, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE 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. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10 Yes]
7. 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. 30 ILCS 500/50-10.5	ř
Yes	percepture of the second
8. VENDOR CERTIFIES THAT IT AND ITS AFFILIATES ARE NOT DELINQUENT IN THE PAYMENT OF ANY DEBT TO THE UNIVERSITY OR THE STATE (OR IF DELINQUENT, HAVE ENTERED INTO A DEFERRED PAYMENT PLAN TO PAY THE DEBT). 30 ILCS 500/50-11, 50-60	ľ
Yes	
9. 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. 30 ILCS 500/50-12	ľ
Yes	
10. 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	۳
Yes	
11. 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	1
Yes	ecocceptorecoccos
12. VENDOR CERTIFIES IT HAS READ, UNDERSTANDS AND IS NOT KNOWINGLY IN VIOLATION OF THE "REVOLVING DOOR" PROVISION OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/50-30	P
Yes	,,,,,,,,,,,,
13. VENDOR CERTIFIES THAT IF IT HIRES 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 WILL BE BILLED TO THE STATE. 30 ILCS 500/50-38	jau
Yes	
14. VENDOR CERTIFIES THAT IT WILL NOT RETAIN 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	1*
Yes	
15. 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	T
Yes	
16. 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	P
Yes	
17. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT FOR PUBLIC WORKS, STEEL PRODUCTS USED OR SUPPLIED IN THE PERFORMANCE OF THAT CONTRACT SHALL BE MANUFACTURED OR PRODUCED IN THE UNITED STATES, UNLESS THE EXECUTIVE HEAD OF THE PROCURING AGENCY/UNIVERSITY GRANTS AN EXCEPTION IN WRITING. 30 ILCS 565	۳

Yes	
18. IF VENDOR IS AWARDED A CONTRACT WORTH MORE THAN \$5,000 AND EMPLOYS 25 OR MORE EMPLOYEES, VENDOR CERTIFIES IT WILL PROVIDE A DRUG FREE WORKPLACE PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580	J.
Yes	
19. IF VENDOR IS AN INDIVIDUAL AND IS AWARDED A CONTRACT WORTH MORE THAN \$5,000, 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 PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580	r
N/A	
20. 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	T*
Yes	
21. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN OR WILL BE PRODUCED IN WHOLE OR IN PART BY FORCED LABOR OR INDENTURED LABOR UNDER PENAL SANCTION. 30 ILCS 583	ľ
Yes	
22. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN PRODUCED IN WHOLE OR IN PART BY THE LABOR OR ANY CHILD UNDER THE AGE OF 12. 30 ILCS 584	۲۷
Yes	
23. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT INCLUDING INFORMATION TECHNOLOGY, ELECTRONIC INFORMATION, SOFTWARE, SYSTEMS AND EQUIPMENT, DEVELOPED OR PROVIDED UNDER ANY CONTRACT, IT WILL COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE ILLINOIS INFORMATION TECHNOLOGY ACCESSIBILITY ACT STANDARDS. 30 ILCS 587	ľ
Yes	
24. VENDOR CERTIFIES THAT IF IT OWNS RESIDENTIAL BUILDINGS, THAT ANY VIOLATION OF THE LEAD POISONING PREVENTION ACT HAS BEEN MITIGATED. 410 ILCS 45	۳
Yes	
25. 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, E-11 Yes	P
	Riser
26. 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 Yes	1
27. 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	۳
Yes	
28. VENDOR WARRANTS AND CERTIFIES THAT IT AND, TO THE BEST OF ITS KNOWLEDGE, ITS SUBCONTRACTORS HAVE AND WILL	je
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 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 WHOSE PROCUREMENT AUTHORITY AT ANY TIME DURING THE ONE-YEAR PERIOD PRECEDING THE PROCUREMENT LOBBYING ACTIVITY.	2
Yes	
29. VENDOR CERTIFIES THAT IT HAS READ, UNDERSTANDS AND IS IN COMPLIANCE WITH THE REGISTRATION REQUIREMENTS OF THE ILLINOIS 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 " EXHIBIT "	a

CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

30. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCS, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES THAT HE/SHE HAS NOT RECEIVED AN EARLY RETIREMENT INCENTIVE PRIOR TO 1993 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE OR 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

N/A

G. Board of Elections (BOE)

1. IS YOUR BUSINESS REGISTERED WITH THE BOARD OF ELECTIONS (BOE)?

W

Yes, I certify my business is registered with BOE.

15892

Additional Information

STAFF ATTACHED FILE(S)

Attach File

Refresh List after attaching file(s).

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General Public Profile Users Commodity Codes	Contacts & Owners Comments Reviews Certifications Site Visits Registrations	
AECOM Technical Services, Inc	System Vendor Number: 2018	6644

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Vendor Registration	
FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	4/13/2017
STATUS	Accepted
BUSINESS NAME	AECOM Technical Services, Inc
POINT OF CONTACT	Wojciech Kowalczyk
FLAG FORM	Add Flag

H. Iran Disclosure

1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED?

TW

No business operations to disclose.

Additional Information

STAFF ATTACHED FILE(S)

Attach File

Refresh List after attaching file(s).

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MEUVIII	IGUIIIIUQI U					100 Co. 100 Co			

Return to Main Form

1 flag has been added to this record. See below for details.

Show only flagged items.

Vendor Registration	
FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	4/13/2017
STATUS	Accepted
BUSINESS NAME	AECOM Technical Services, Inc
POINT OF CONTACT	Wojclech Kowalczyk
FLAG FORM	Add Flag

I. Financial Disclosures & Conflicts of Interest	
A. IDENTIFY THE APPLICABLE ENTITY TYPE.	1 0
Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 100 entity type not clearly identified in another option)	or fewer shareholders, or other
B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS?	
Yes	
Document	Status
Parent Form <u>AECOM 2016 Annual Report Form 10-K(2).pdf</u> (PDF, 2.95 MB) <u>ATC2017.pdf</u> (PDF, 723.11 KB) <u>ETC2017.pdf</u> (PDF, 725.57 KB)	Attached by Wojciech Kowalczyk on 4/13/2017
C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST	
Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service C	orporation)
1. IS THERE ANY INDIVIDUAL OR ENTITY WHO MEETS ANY OF THE FOLLOWING THRESHOLDS: (A BUSINESS, (B) HOLDS OWNERSHIP SHARE OF THE BUSINESS VALUED IN EXCESS OF \$106,447.20 5% OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.20 (INCOME?	, (C) IS ENTITLED TO MORE THAN
Yes, the information is not publicly available (if any individuals are listed, answer Ye	s or No to questions 5-8 and 11-20.)
Document Address to the second of the second	Status
List of Individuals or entities meeting one or more of the listed thresholds. ATSIPG_PercentOfOwner_Distriblncome_table.docx (DOCX) PercentDistriblnc2017.docx (DOCX, 125.69 KB)	Attached by Wojclech Kowalczyk on 4/6/2017

2. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT HOLD AN OWNERSHIP INTEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN \$106,447.20 HAVE BEEN DISCLOSED IN QUESTION 1.	1
Yes	erzonnekkon okonok
3. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: 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 BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.	P
Yes	
4. DISCLOSURE OF BOARD OF DIRECTORS FOR NOT-FOR-PROFIT ENTITIES.	TW
Not applicable - For-Profit Entity	
5. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM A PERSON WHO HOLDS AN ELECTIVE OFFICE IN THE STATE OF ILLINOIS OR HOLDS A SEAT IN THE GENERAL ASSEMBLY, OR ARE THEY THE SPOUSE OR MINOR CHILD OF SUCH PERSON?	۲
Not applicable - No Individuals disclosed in question 1	***************************************
6. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM 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, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?	1
Not applicable - No individuals disclosed in question 1	
7. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM AN OFFICER OR EMPLOYEE OF THE CAPITAL DEVELOPMENT BOARD OR THE ILLINOIS TOLL HIGHWAY AUTHORITY, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?	r
Not applicable - No individuals disclosed in question 1	
8. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM 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, OR ARE THEY THE SPOUSE OR AN IMMEDIATE FAMILY MEMBER WHO CURRENTLY RESIDES OR RESIDED WITH SUCH PERSON WITHIN THE LAST 12 MONTHS?	۲
Not applicable - No Individuals disclosed in question 1	
9. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: DO ANY OF THE INDIVIDUALS IDENTIFIED, THEIR SPOUSE, OR MINOR CHILD RECEIVE FROM THE ENTITY MORE THAN 7.5% OF THE ENTITY'S TOTAL DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF THE SALARY OF THE GOVERNOR (\$177,412.00)?	r
Not applicable - I answered No in Questions 5-8	
10. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: IS THERE A COMBINED INTEREST OF ANY INDIVIDUAL IDENTIFIED ALONG WITH THEIR SPOUSE OR MINOR CHILD OF MORE THAN 15% IN THE AGGREGATE OF THE ENTITY'S DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF TWO TIMES THE SALARY OF THE GOVERNOR (\$354,824.00)?	1
Not applicable - I answered No In Questions 5-8	
11. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE, OR IN THE PREVIOUS 3 YEARS HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT OF SERVICES? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.	۲
Not applicable - No individuals disclosed in question 1	00.000.000.000
12. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, HAVE THEIR SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER, HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT FOR SERVICES, IN THE PREVIOUS 2 YEARS? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.	N
Not applicable - No individuals disclosed in question 1	

13. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HOLD OR HAVE 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?	
Not applicable - No Individuals disclosed in question 1	
14. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING ELECTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?]
Not applicable - No individuals disclosed in question 1	
15. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HOLD OR HAVE 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?	*
Not applicable - No individuals disclosed in question 1	•••••
16. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING APPOINTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?	
Not applicable - No individuals disclosed in question 1	200
17. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD EMPLOYMENT AS OR BY ANY REGISTERED LOBBYIST OF THE STATE GOVERNMENT?	P
Not applicable - No individuals disclosed in question 1	
18. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM 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?	
Not applicable - No Individuals disclosed in question 1	
19. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM 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?	
Not applicable - No individuals disclosed in question 1	
20. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM 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?	
Not applicable - No individuals disclosed in question 1	·····
21. HAS THERE BEEN ANY DEBARMENT FROM CONTRACTING WITH ANY GOVERNMENTAL ENTITY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.	1
No	
22. HAS THERE BEEN ANY PROFESSIONAL LICENSURE DISCIPLINE WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE	.
No	
23. HAS THERE BEEN ANY BANKRUPTCY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.	1
No	

24. HAVE THERE BEEN ANY ADVERSE CIVIL JUDGMENTS AND/OR ADMINISTRATIVE FINDINGS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

1

Yes

AECOM Technical Services, Inc. is a large professional services company that executes thousands of projects annually. Where we had civil judgments, all of which were minor tax liens, all have been satisfied.

25. HAVE THERE BEEN ANY CRIMINAL FELONY CONVICTIONS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

TW

No

Additional Information

STAFF ATTACHED FILE(S)

Attach File

Refresh List after attaching file(s).

Customer Support

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ILLINOIS PROCUREMENT GATEWAY PERCENTAGE OF OWNERSHIP AND DISTRIBUTIVE INCOME FORM

Vendor Name: AECOM Technical Services, Inc.

DBA: N/A

INSTRUCTIONS:

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Ownership Share – 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. Distributive Income - 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.

Additional rows may be inserted into the tables or an attachment in a substantially similar format may be provided if needed. က

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
The Earth Technology Corporation (USA)	300 South Grand, 9th Floor Los Angeles, CA 90071	100%	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	Click here to enter	Click here to	Click here to enter
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.

ILLINOIS PROCUREMENT GATEWAY FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM FOR PARENT ENTITY

This Financial Disclosures and Conflicts of Interest Form must be accurately completed and submitted by the Parent Entity with 100% ownership of the Vendor applying for or holding registration within the Illinois Procurement Gateway. If Parent Entity is 100% owned by another entity ("Parent's Parent Entity"), then the Parent's Parent Entity must complete this disclosure form. This disclosure requirement continues for each successive parent until the level where the parent entity does not have 100% ownership. Parent entities with less than 100% ownership do not need to complete this form.

There are seven steps to this form and each must be completed as instructed. The Agency/University will consider this form when evaluating the vendor's bid, offer, or proposal or awarding the contract.

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

Vendor Name	AECOM Technical Services, Inc.	
Doing Business As (DBA)	N/A	es y je e G
Disclosing Entity	The Earth Technology Corporation (USA)	
Disclosing Entity's Parent Entity	AECOM	
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) If you selected Other, please describe:	

STEP 1 SUPPORTING DOCUMENTATION SUBMITTAL

Opti	n 1 – Publicly Traded Entities
	A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
	OR **
	.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.
☐ Opti	n 2 – Privately Held Entities with more than 200 Shareholders
	A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
	oR ·
	.B. Complete Step 2, Option A for each qualifying individual or entity holding any ownership share excess of 5% and attach the information Federal 10-K reporting companies are required to repo under 17 CFR 229.401.
⊠ Opti	n 3 – All other Privately Held Entities, not including Sole Proprietorships
	A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
Opti	n 4 – Foreign Entities
	.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
	OR
	.B. Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.
Opti	n 5 – Not-for-Profit Entities
	Complete Step 2, Option B.

State of Illinois Chief Procurement Office IL Procurement Gateway: Financial Disclosures and Conflicts of Interest Form for Parent Entity V.14.1

Skip to Step 3.

STEP 2 DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

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	ı.

TABLE - X						
Name	Address	Percentage of Owners	hlp	\$ Value of	Ownership	1944
AECOM	1999 Avenue of the Stars, 2600, Los Angeles, CA 900				÷	
4						. 200
	1900		1.1. T			
-	14 J					- 1946-1 - 4 - 5 3 140

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.

 	the state of the s		
Check here if including a	an attachment with requested info	rmation in a format substantially similar to the	format below.

TABLE - Y	a annual of the second and the secon		
Name	Address	% of Distributive Income	\$ Value of Distributive Income
AECOM	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067	100%	
			: <u>.*</u>
			1 12

Please	certify that the following statements are t	true			
, , , , ,		es that hold an ownership interest of greater than 5%	or greater than		
⊠ Yes ☐ No					
		s that were entitled to receive distributive income in ar the total distributive income of the disclosing entity.	amount greater		
	⊠ Yes □ No				
OPTIC	ON B — Disclosure of Board of Directors	s (Not-for-Profits)	e de la companya de l		
lf you	selected Option 5 in Step 1, list members o	of your board of directors. Please include an attachmen	t if necessary.		
TAI	ILE – Z	# <u> </u>			
Nan	le	Address			
<u></u>		2	3 DEFINE		
, 					
·					
	PROHIBITE	STEP 3 ED CONFLICTS OF INTEREST	No.		
C4					
		osed in Step 2, Option A and for sole proprietors identificular person for which responses are provided:	eo in 2teb 1,		
1.	Do you hold or are you the spouse or mi Illinois or hold a seat in the General Asse	inor child who holds an elective office in the State of embly?	Yes No		
2.		een appointed to or employed in any offices or ve compensation for such employment in excess of Governor?	Yes No		
3.	Are you or are you the spouse or minor of Development Board or the Illinois Toll H	child of an officer or employee of the Capital lighway Authority?	Yes No		

State of Illinois Chief Procurement Office IL Procurement Gateway: Financial Disclosures and Conflicts of Interest Form for Parent Entity V.14.1

4.	Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor?	☐ Yes ☐ No
5.	If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?	Yes No
6.	If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor?	Yes No
PC	STEP 4 DTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELAT	IONSHIPS
6 abov	must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified re. provide the name of the person for which responses are provided:	in Step 1, Option
1.	Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?	Yes No
2.	Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?	Yes No
3.	Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?	Yes No
4.	Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?	Yes No
5.	Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office?	Yes No
6.	Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?	Yes No
7.	Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?	Yes No
		4

State of Illinois Chief Procurement Office
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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
31 A S		
	STEP 5	
	EXPLANATION OF AFFIRMATIVE RESPONSES	(基本 的
•	answered "Yes" in Step 3 or Step 4, please provide on an additional page a detailed explanation th imited to the name, salary, State agency or university, and position title of each individual.	at includes, but
		er en

STEP 6 POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS

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: The Earth Technology Corporation (USA)

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

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4.	Within the previous ten years, have you had any adverse civil judgments and administrative findings?	☐ Yes 🛭 No
5.	Within the previous ten years, have you had any criminal felony convictions?	☐ Yes 🛛 No
		,

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

STEP 7 SIGN THE DISCLOSURE

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: The Earth Technology Corporation (USA)

Signature:	*	Date:	04/06/2017
orB. rotal C.	The state of the s	Date.	04/00/2017

Printed Name: Preston Hopson

Title: Secretary

Phone Number: 213-593-7754

Email Address: Preston.Hopson@aecom.com

ILLINOIS PROCUREMENT GATEWAY FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM FOR PARENT ENTITY

This Financial Disclosures and Conflicts of Interest Form must be accurately completed and submitted by the Parent Entity with 100% ownership of the Vendor applying for or holding registration within the Illinois Procurement Gateway. If Parent Entity is 100% owned by another entity ("Parent's Parent Entity"), then the Parent's Parent Entity must complete this disclosure form. This disclosure requirement continues for each successive parent until the level where the parent entity does not have 100% ownership. Parent entities with less than 100% ownership do not need to complete this form.

There are seven steps to this form and each must be completed as instructed. The Agency/University will consider this form when evaluating the vendor's bid, offer, or proposal or awarding the contract.

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

Vendor Name	AECOM Technical Services, Inc.	
Doing Business As (DBA)	N/A	
Disclosing Entity	AECOM	
Disclosing Entity's Parent Entity		
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) If you selected Other, please describe:	

STEP 1 SUPPORTING DOCUMENTATION SUBMITTAL

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

Option 1 – Publicly Traded Entities	
1.A. Complete Step 2, Option A for each qualifying individual or entity holding any owner distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20 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 10-K, and skip to Step 3.	Federa
*AECOM is publically traded ("ACM"). The ACM Form 10K is available online at www.aecom.com or http://www.sec.gov .	
Option 2 – Privately Held Entities with more than 200 Shareholders	2 B 15 15 15 15 15 15 15 15 15 15 15 15 15
2.A. Complete Step 2, Option A for each qualifying individual or entity holding any owner distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20 annual salary of the Governor.	
OR OR	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1
2.B. Complete Step 2, Option A for each qualifying individual or entity holding any ownership excess of 5% and attach the information Federal 10-K reporting companies are required to under 17 CFR 229.401.	more than the second of the se
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 owner distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20 annual salary of the Governor.	1847 77.11
Option 4 – Foreign Entities	n e Ymad
4.A. Complete Step 2, Option A for each qualifying individual or entity holding any owner distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20 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	5 (1998) 14 (1997)
Complete Step 2, Option B.	

State of Illinois Chief Procurement Office IL Procurement Gateway: Financial Disclosures and Conflicts of Interest Form for Parent Entity V.14.1

Optio	n 6 – Sole Proprietorships Skip to Step 3.		y .
DIS	SCLOSURE OF FINAN	STEP 2 ICIAL INTEREST OR BOARD	OF DIRECTORS
	Option A (for all entities othe he tables or an attachment n	r than not-for-profits) or Option B (for r nay be provided if needed.	not-for-profits). Additional rows may
OPTION A - Ow	nership Share and Distrib	utive Income	
individual or entit if said dollar valu	ty and their percentage of ow e exceeds \$106,447.20.	A., 2.A., 2.B., 3.A., or 4.A. in Step 1, pronership if said percentage exceeds 5%, or 4.A. in Step 1, pronership if said percentage exceeds 5%, or 4.A. in Step 1, pronership if said percentage exceeds 5%, or 4.A. in Step 1, pronership if said percentage exceeds 5%, or 4.A. in Step 1, pronership if said percentage exceeds 5%, or 4.A. in Step 1, pronership if said percentage exceeds 5%, or 4.A. in Step 1, pronership if said percentage exceeds 5%, or 4.A. in Step 1, pronership if said percentage exceeds 5%, or 4.A. in Step 1, pronership if said percentage exceeds 5%, or 4.A. in Step 1, pronership if said percentage exceeds 5%, or 4.A. in Step 1, pronership if said percentage exceeds 5%, or 4.A. in Step 1, pronership if said percentage exceeds 5%, or 4.A. in Step 1, pronership if said percentage exceeds 5%, or 4.A. in Step 1, pronership if said percentage exceeds 5%, or 4.A. in Step 1, pronership if said percentage exceeds 5%, or 4.A. in Step 1, pronership if said percentage exceeds 5%, or 4.A. in Step 1, pronership if said percentage exceeds 5%, or 4.A. in Step 1, pronership in Step 1,	or the dollar value of their ownership
TABLE - X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
		1.A., 2.A., 3.A., or 4.A. in Step 1, pro	
	butive income of the disclosi	e disclosing vendor's total distributive in ng entity, or the dollar value of their di	
	including an attachment with	requested information in a format subs	stantially similar to the format below
TABLE - Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
		:	

State of Illinois Chief Procurement Office IL Procurement Gateway: Financial Disclosures and Conflicts of Interest Form for Parent Entity V.14.1

Please	certify that the following statements are tre	ue.	
	I have disclosed all individuals or entities \$106,447.20.	s that hold an ownership interest of greater than 5%	or greater than
	Yes No	a.	
		that were entitled to receive distributive income in ar ne total distributive income of the disclosing entity.	amount greater
ē.	Yes No		
OPTIO	ON 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 attachmen	t if necessary.
TAI	BLE – Z	200	
Nan	ne	Address	
	and the second s		
		1	
₹ <u> </u>	V V		
9		The second secon	
15 6 13 13	PROHIBITEI	STEP 3 D CONFLICTS OF INTEREST	
C+an 3		ed in Step 2, Option A and for sole proprietors identifi	od in Stan 1
- 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	n 6 above. Please provide the name of the p	5 50 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	ea iii Siep 1,
1.	Do you hold or are you the spouse or min Illinois or hold a seat in the General Asser	or child who holds an elective office in the State of mbly?	Yes No
2.		en appointed to or employed in any offices or ecompensation for such employment in excess of overnor?	Yes No
3.	Are you or are you the spouse or minor c Development Board or the Illinois Toll Hig	hild of an officer or employee of the Capital ghway Authority?	Yes No

State of Illinois Chief Procurement Office IL Procurement Gateway: Financial Disclosures and Conflicts of Interest Form for Parent Entity V.14.1

		See
4.	Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor?	Yes No
5.	If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?	Yes No
6.	If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor?	☐ Yes ☐ No
PO	STEP 4 TENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATI	ONSHIPS
:-	must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified	in Step 1, Option
6 above		
Please	provide the name of the person for which responses are provided:	
1.	Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?	Yes No
2.	Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?	☐ Yes ☐ No
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

State of Illinois Chief Procurement Office
IL Procurement Gateway: Financial Disclosures and Conflicts of Interest Form for Parent Entity
V.14.1

:

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 an registered election or re-election committee registered with the Secretary of State or an 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?	A
1	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?	e e
	STEP 5 EXPLANATION OF AFFIRMATIVE RESPONSES	
	ou answered "Yes" in Step 3 or Step 4, please provide on an additional page a detailed explanation of limited to the name, salary, State agency or university, and position title of each individual.	n that includes, but
	STEP 6 POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS	
	step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity losed in Step 1.	and sole proprietor
Plea	ase provide the name of the person or entity for which responses are provided: AECOM	
1	. Within the previous ten years, have you had debarment from contracting with an governmental entity?	y ☐ 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

State of Illinois Chief Procurement Office IL Procurement Gateway: Financial Disclosures and Conflicts of Interest Form for Parent Entity V.14.1

6

4.	Within the previous ten years, have you had any adverse civil judgments and administrative findings?	Yes No
5.	Within the previous ten years, have you had any criminal felony convictions?	☐ Yes ⊠ No

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

STEP 7 SIGN THE DISCLOSURE

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: AECOM

Signature: _____ Date: 04/06/2017

Printed Name: Preston Hopson

Title: Assistant Corporate Secretary

Phone Number: 213-593 7754

Email Address: Preston.Hopson@aecom.com

Nava, Elvia

From:

Thomas, Mark

Sent:

Friday, April 21, 2017 9:45 AM

To:

Nava, Elvia

Subject:

RE: 4265 Prime and Sub Exhibits

Elvia,

The insurance documentation submitted on behalf of AECOM for contract RR-16-4265 appears to meet Illinois Tollway insurance requirements.

Mark R. Thomas, CRIS Construction Insurance Analyst Illinois Tollway (630) 241-6800 ext. 4474 mthomas@getipass.com www.illinoistollway.com

From: Nava, Elvia

Sent: Friday, April 21, 2017 9:29 AM

To: Thomas, Mark

Subject: FW: 4265 Prime and Sub Exhibits

From: Young, Richard [mailto:Richard.Young2@aecom.com]

Sent: Thursday, April 20, 2017 3:14 PM

To: Nava, Elvia; Littrell, Joanna

Cc: Griffin, Lanyea; Smith, Terri; Littrell, Joanna **Subject:** RE: 4265 Prime and Sub Exhibits

Elvia;

Please find attached for your review the insurance certificates required for this contract.

Thanks,

Richard A. Young, P.E.
Associate Vice-President
Project Manager
Illinois Tollway General Engineering Consultant
2200 Western Court, Suite 120
Lisle, IL 60532
D +1-630-241-6800 x3965
M +1-630-445-3200
richard.young2@aecom.com

From: Nava, Elvia [mailto:enava@getipass.com]

Sent: Thursday, April 20, 2017 2:58 PM **To:** Littrell, Joanna; Young, Richard



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/17/2017

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

1	the terms and conditions of the polic certificate holder in lieu of such endo	, cert	ain p	olicies may require an er	ndorse	nent. A stat	ement on thi	is certificate does not co	onfer i	rights to the
	RODUCER	301110	(3)		CONTAC NAME:	СТ				
	Marsh Risk & Insurance Services				PHONE			FAX (A/C, No):		
	CA License #0437153 777 South Figueroa Street				E-MAIL ADDRE			į (A/C, NO):		
	Los Angeles, CA 90017 Attn: Los Angeles. Cert Request @ Marsh. Com					INS		DING COVERAGE		NAIC#
06	6510 -STND-GAUE-17-18		(04 2027	INSURE	RA: Zurich Ame				16535
	SURED					RB: N/A				N/A
	AECOM AECOM Technical Services, Inc.					RC: Illinois Unio	n Insurance Co			27960
	303 E. Wacker Drive, #1400 Chicago, IL 60601				INSURE	RD:				
	Chicago, IL 60001				INSURE	RE:				
					INSURE					
	OVERAGES CE	RTIFI	CATE	NUMBER:		-002068189-01		REVISION NUMBER:		LOV DESIGN
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	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	3,000,000
		_						MED EXP (Any one person)	\$	5,000
		_						PERSONAL & ADV INJURY	\$	3,000,000
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	X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ \$	4,000,000
١.,	OTHER: A AUTOMOBILE LIABILITY		+	BAP 5965893 09		04/01/2017	04/01/2018	COMBINED SINGLE LIMIT	s	3,000,000
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1	X ANY AUTO SCHEDULED							BODILY INJURY (Per person) BODILY INJURY (Per accident)	\$	
	AUTOS AUTOS NON-OWNED							PROPERTY DAMAGE	\$	
١	HIRED AUTOS AUTOS							(Per accident)	\$	
-	IMPOSILA LICE		+			1		The Change in th		
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS, MAI	_						AGGREGATE	\$	
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ĺ	AND EMPLOYERS' LIABILITY	N						E.L. EACH ACCIDENT	\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	A					E.L. DISEASE - EA EMPLOYEE		
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
 -		-	+	FON 034654603		04/01/2017	04/01/2018	Per Claim/Agg	3	2,000,000
Г	C ARCHITECTS & ENG.			EON G21654693		04/01/2017	04/01/2010	""		2,000,000
	PROFESSIONAL LIAB.			"CLAIMS MADE"				Defense Included		
TI cc	DESCRIPTION OF OPERATIONS / LOCATIONS / VER Re: Tri-State Tollway, Design Corridor Management - On The Illinois State Toll Highway Authority is named as a contributory over any existing insurance and limited to included in the General Liability coverage.	ontract I	No. RR	-16-4265 I for GL & AL coverages, but only as	respects	work performed b	y or on behalf of	the named insured. This insurance	is prima ages. Co	ıry and non- ıntractual Liability is
۲	CERTIFICATE HOLDER				CAN	CELLATION				
ſ	Illinois State Toll Highway Authority 2700 Ogden Avenue Downers Grove, IL 60515		_		SH	OULD ANY OF	THE ABOVE I	DESCRIBED POLICIES BE C IEREOF, NOTICE WILL CY PROVISIONS.		
1						ORIZED REPRES				

© 1988-2014 ACORD CORPOR

James L. Vogel

POLICY NUMBER: BAP 5965893-08

COMMERCIAL AUTO CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

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 this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Named Insured:

AECOM and Its Subsidiaries

Endorsement Effective Date:

04/01/2017

SCHEDULE

Name Of Person(s) Or Organization(s):

ONLY THOSE WHERE REQUIRED BY WRITTEN CONTRACT.

Any person or organization to whom or to which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II — Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I — Covered Autos Coverages of the Auto Dealers Coverage Form.

AECOM and Its Subsidiaries BAP 5965893-09 Eff 04/01/2017 A/WTR1

POLICY NUMBER: BAP 5965893-09

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.

Named Insured:	AECOM and its Subsidiaries	
Endorsement Eff	ective Date:	
04/01/2017		-

SCHEDULE

Name(s) Of Person(s) Or Organization(s):	
Only those where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarati	ons

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.

POLICY NUMBER: GLO 5965891-09

COMMERCIAL GENERAL LIABILITY CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

nly those where required by written contract.	

- 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 your acts or omissions or the acts or omissions of those acting on your behalf:
 - In the performance of your ongoing operations; or
 - 2. In connection with your premises owned by or rented to you.

However:

 The insurance afforded to such additional insured only applies to the extent permitted by law; and

- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

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

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

whichever is less.

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

AECOM and Its Subsidiaries GLO 5965891-09 Erf 04/01/2017

Additional Insured-Owners, Lessees or Contractors (Primary Insurance)



	EXP Date of Fol	Eff. Date of Pol. Exp. Date of Pol. Eff. Date of End.	Producer No.	Add I Prem	Heturn Prem.
GLO 5965891-09 04/01/2017	04/01/2018	04/01/2017	75320-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name of Person or Organization:

Only those as required by written contract

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

A. Section II – Who is An Insured is amended to include as an additional insured the person or organization shown in the Schedule above, but only with respect to liability arising out of your organing operations performed for that additional insured.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional Insured is required by a written contract of written agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits of insurance; insurance; If coverage provided to the additional insured is required by a written contract or written agreement, the most we will

pay on behalf of the additional insured is the amount of insurance:

- Required by the written contract or written agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations: whichever is less.

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

EXHIBIT "1" Page **237** of **636**

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U GL. 1981 B GW (04/13) Page 1 of 2

- C. For the purposes of the coverage provided by this endorsement:
- The following is acided to the Other Insurance Condition of Section IV Commercial General Liability Conditions:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance, and
- You are required by written contract of written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
- . The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on arother policy providing coverage by the same 'occurrence', offense, claim or 'suit'. This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

U.GL. 1981 B. CW (94/13) Page 2 of 2

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AECOM and its Subsidiaries GLO 5965891-09 Eff 04/01/2017 G/WTR1

POLICY NUMBER: GLO 5965891-09

COMMERCIAL GENERAL LIABILITY CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:	
Only those where required by written contract	
Intermetion required to complete this Schodule, if not shown above, will be shown in the Declarations	The state of the s

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

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



CERTIFICATE OF LIABILITY INSURANCE

1/1/2018

DATE (MM/DD/YYYY) 4/14/2017

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

thi	s ce	ertificate does no	ot confer rights to	o the	certi	ficate holder in lieu of su					
PROD	UCEF	Lockton Insura	nce Brokers, LLC	2			CONTAC NAME:	т			
			a Street, 35th Fl.				PHONE (A/C, No	Extle		FAX (A/C, No):	
		CA License #0	F15767				E-MAIL			The state	
		Los Angeles C.	A 90017				ADDRES				1
		(213) 689-0065								DING COVERAGE	NAIC#
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CE	RTI	ficate may be i	SSUED OR MAY I	PERT	ain, '	THE INSURANCE AFFORD	ED BY .	THE POLICIES	s describei	HEREIN IS SUBJECT TO ALL	THE TERMS,
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ĺ										MED EXP (Any one person) \$ XX	XXXXX
	-									PERSONAL & ADV INJURY \$ XX	XXXXX
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	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Continue of the contin										
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	DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$ 1,000,000										
DES	CRIPT	TION OF OPERATIONS	/ LOCATIONS / VEHIC	LES (#	CORE	101, Additional Remarks Schedu	ıle, may b	e attached if mor	re space is requir	red)	
Noti	ce of	Cancellation appli	es per attached endo	orseme	ent. R	e: Tri-State Tollway, Design (Corridor	Management -	- Contract No.	RR-10-4265.	
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l		4627819 Ilinois State Tol	l Highway Auth	orit:	,		SHO	OULD ANY OF	THE ABOVE E	DESCRIBED POLICIES BE CANCE	LLED BEFORE
l		700 Ogden Ave		ority			THE	EXPIRATIO	N DATE TH	EREOF, NOTICE WILL BE D	ELIVERED IN
	Ē	Downers Grove	IL 60515				ACC	CORDANCE W	THE POLI	CY PROVISIONS.	
1							AUTUG	ORIZED REPRE			
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ACORD 101

Policy #	Issuing Company	State(s) Covered
0910715	The Insurance Company of the State of Pennsylvania - NAIC #19429	ОН
014629409	The Insurance Company of the State of Pennsylvania - NAIC #19429	FL
014629410	The Insurance Company of the State of Pennsylvania - NAIC #19429	ME
014629404	The Insurance Company of the State of Pennsylvania - NAIC #19429	IL,KY
014629408	The Insurance Company of the State of Pennsylvania - NAIC #19429	MA,ND,OH,WA,WI,WY
014629406	American Home Assurance Company - NAIC #19380	CA
014629407	The Insurance Company of the State of Pennsylvania - NAIC #19429	AK, AL, AR, AZ, CO, CT, DC, DE, GA, HI, IA, ID, IL, IN, KS, KY, LA, MD, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY,OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV
014629403	The Insurance Company of the State of Pennsylvania - NAIC #19429	IL,WA - NWP Entity Only
014629405	The Insurance Company of the State of Pennsylvania - NAIC #19429	CO,ID,NM,SC,TN - NWP Entity Only
014629411	The Insurance Company of the State of Pennsylvania - NAIC #19429	TN - project specific policy for CH2M Oak Ridge, LLC
014629412	The Insurance Company of the State of Pennsylvania - NAIC #19429	NV Combat Support Services

Miscellaneous Attachment: M503712 Master ID: 1392522, Certificate ID: 14627819

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

This endorsement, effective 12:01 AM 1/1/2017

forms a part of Policy No. SEE ATTACHED ACORD 101

Issued to

ECOM

AECOM Technical Services, Inc.

By *** SEE ATTACHMENT ***

LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES (WORKERS' COMPENSATION ONLY)

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

- 1. the cancellation effective date is prior to this policy's expiration date;
- 2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided the **Insurer**, either directly or through its broker of record, either:
- (a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or
- (b) the email address of a contact at each such entity; and
- 3. prior to the effective date of cancellation, the **Named Insured** confirms to the Insurer, either directly or through its broker of record, that the persons or organizations set forth in the Schedule below, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **Named Insured** in writing to be correctly a part of the Schedule within 30 days after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

- 1. Named Insured means the first named employer in Item 1 of the Information Page of this policy.
- 2. Insurer means the insurance company shown in the header on the Information Page of this policy.

WC 99 00 58 (Ed. 04/11)

Attachment Code: D461827

Master ID: 1392522, Certificate ID: 14627819

Contract Information Sheet

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

Consultant Name: AECOM Technical Services, Inc.

Contract Number: RR-16-4265

Proposal Date: 3/10/2017

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-16-4265

Consultant:

AECOM Technical Services, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

									Gra	ind Total	Grand Total Exhibit A Hours	A Hours	128,120
								-					TOTAL
					WO	MONTHS of YEAR 2017	YEAR 2	017					HOURS
TASK	Jan	Feb	Mar	Apr	May	unſ	lut	Aug	dəS	Oct	Nov	Dec	
Design Corridor													
Management					640	800	1440	1440	1440	1440	2080	2080	11360
Design Section													
Engineering					160	320	640	800	800	096	096	960	5600
TOTALS					800	1120	2080	2240	2240	2400	3040	3040	16960

EXHIBIT "1" Page **243** of **636** Version 13

Contract Number:	KK-1¢	KK-16-4265				Š	Consultant:		AECC	AECOM Technical Services, Inc.	cal Servic	es, Inc.	
	_			EXHIB	IIT A: ES	EXHIBIT A: ESTIMATED TASK WORK HOURS	TASKV	VORK HC	OURS			•	
													TOTAL
					MO	MONTHS of YEAR 2018	YEAR 20	118					HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Design Corridor Management	2080	2080	2080	2080	2080	2080	2080	2080	2080	2080	2080	2080	2496
Design Section											222		2
Engineering	800	096	960	960	800	960	800	800	160				720
										:			
				1									
TOTALS	2880	3040	3040	3040	2880	3040	2880	2880	2240	2080	2080	2080	3216

AECOM Technica			
Consultant:			
KK-10-4200			
: Number:			

Contract Number:	RR-16	RR-16-4265				Con	Consultant:		AECC	AECOM Technical Services, Inc.	cal Servic	es, Inc.	
	_			EXHIB	EXHIBIT A: ESTIMATED TASK WORK HOURS	TIMATE) TASK 1	NORK H	ours			•	•
				į	WO	NTHS of	MONTHS of YEAR 2019	019					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Design Corridor Management	2080	2080	2080	2080	2080	2080	2080			2080	2080		24960
Design Section Engineering													

Version 13

Contract Number: RR-16-4265

Consultant:

AECOM Technical Services, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

						į							TOTAL
				-	MO	MONTHS of YEAR 2020	YEAR 20	120					HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Design Corridor Management	2080	2080	2080	2080	2080	2080	2080	2080	2080	2080	טאטכ	טאטכ	24960
Design Section				2007	2007	7	2007	7007	7007	2000	7007	7007	21300
Engineering													
												:	
												5	
TOTALS	2080	2080	2080	2080	2080	2080	2080	2080	2080	2080	2080	2080	24960

Version 13

19200 19200 TOTAL HOURS 1600 1600 **AECOM Technical Services, Inc.** Dec 1600 1600 Nov 1600 1600 Oct 1600 1600 Sep **EXHIBIT A: ESTIMATED TASK WORK HOURS** 1600 1600 Aug **MONTHS of YEAR 2021** 1600 1600 Consultant: 亨 1600 1600 Jun 1600 1600 May 1600 1600 Apr 1600 1600 Mar 1600 1600 Feb RR-16-4265 1600 1600 Jan Contract Number: Management Design Section Design Corridor Engineering TOTALS

Contract Number:	RR-16-4265	-4265				Con	Consultant:		AECC	M Techni	AECOM Technical Services, Inc.	es, Inc.		
	_			EXHB	EXHIBIT A: ESTIMATED TASK WORK HOURS	TIMATED	TASK	VORK H	ours					_
					W	MONTHS of YEAR 2022	YEAR 20)22		<u> </u>			TOTAL	
TASK	Jan	Feb	Mar	Apr	May	Jun	luc	Aug	Sep	Oct	Nov	Dec		
Design Corridor Management	640	640	640	640	640	640	640	640	640	640	640	640	7680	
Design Section Engineering	- Line of the state of the stat													
TOTALS	640	640	640	640	640	640	640	640	640	640	640	640	7680	

Contract Number:	RR-16-4265	4265				S	Consultant:		AEC	AECOM Technical Services, Inc.	ical Servi	ces, Inc.	
	-			EXHIE	31T A: ES	EXHIBIT A: ESTIMATED TASK WORK HOURS	DTASK	WORK H	OURS				
					MO	MONTHS of YEAR 2023	YEAR 2	023					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Inc	Ang	deS	Oct	Nov	Dec	
Design Corridor Management	550	550	550	550									0000
Design Section Engineering													
													Total Control of Contr
TOTALS	550	550	550	550									2200

Co	ntract No.:	RR-16-4265	Consultant:	A	ECOM Technical S	ervic	es, Inc.
		EXHIE	BIT B: FEE CAL	CULATION	S		
A.	DIRECT LABO	OR (without overtime)				•	0.040.404.00
		(Total Work Hours from Exhibit C-2)	(Average Hourly Rate from Exhibit C-2)	= TC	OTAL DIRECT SALARY	.	6,813,421.60
		Itiplier to be used on this project: Allowable Multiplier = (2.8 DSE) (2		D)			2.80
		DIRECT	REGULAR SAL	ARY TIMES	MULTIPLIER	\$	19,077,580.48
В.		BLE DIRECT COSTS NO r Prime Consultant listed above.)		R PROFIT			
				т	OTAL DIRECT COSTS		\$1,288,389.52
C.	SERVICES BY	OTHERS	,				
	То	tal Allowable Fee DBE/MBE/WBE	Subconsultant (from	Exhibit H) \$	11,547,725.00	•	
	Total Allowab	le Fee Non-DBE/MBE/WBE Subco	onsultant (from Exhib	t H (cont)) _\$	1,079,805.00	•	
				TOTAL SE	ERVICES BY OTHERS	\$	12,627,530.00
D.	ADDITIONAL	SERVICES (Prime Consultan	•	quires prior au	thorization before use)		
	ADDITIONAL	SERVICES (Subconsultants)	·		thorization before use)	ı	
			(Re		DITIONAL SERVICES thorization before use)	\$	_
E.	MAXIMUM AL	LOWABLE FEE (Upper Lim	nit of Compensation)			\$	32,993,500.00

- | 12/31/2021 16.67% Escalation Factor Fifth Period Escalation Factor Tenth Period Date 72.0 12.0 72.0 **AECOM Technical Services, Inc.** 1/1/2021 Date Date - 12/31/2020 16.67% Escalation Factor Fourth Period Escalation Factor Ninth Period Date Date EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE No. OF MONTHS 12.0 72.0 72.0 1/1/2020 **ESCALATION PER YEAR Year 1 through 5 ESCALATION PER YEAR Year 6 through 10** Date Oate Consultant: 1/1/2019 |- | 12/31/2019 100.00% Escalation Factor Eighth Period 16.67% Escalation Factor Third Period Date Date 1/1/2018 5/1/2017 12.0 72.0 % Date Date The escalation factor for this project is: RAISE DATE: PERCENT OF RAISE: SCHEDULED START DATE: CONTRACT TERM: 1/1/2018 - 12/31/2018 4/30/2023 5.56% Escalation Factor Seventh Period Escalation Factor Second Period Date Date 16.67% 12.0 72.0 72.0 4.0 1/1/2023 |-Date Date RR-16-4265 3/10/2017 - 12/31/2017 - 12/31/2022 16.67% Escalation Factor Sixth Period Date Date 11.11% Factor First Period 72.0 12.0 72.0 8.0 Date: Contract No.: 5/1/2017 1/1/2022 Date Date

RR-16-4265 Contract No.:

Consultant:

AECOM Technical Services, Inc.

3/10/2017 Date:

Escalation Factor:

100.00% (From Exhibit C-1) 1,450.00

\$19.13

COST	1,450.00	\$19.13	\$27,738.50	Estimated Overtime Hours	(See Note D to Right)									1450.00				
DIRECT COST OVERTIME PREMIUM	Total Estimated O/T Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:	Escalated Average Premium	Hourly Rate (See Note C to Right)									19.13				
	128,120.00	\$53.18	\$6,813,421.60	7 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Work Hours (Including Overtime)	1,600.00	36,400.00	16,500.00	00.009	33,600.00	11,300.00	00.009	00.009	12,400.00	200.00		1,920.00	12,400.00
RATES	Total Estimated Work Hours:	Average Hourly Rate:	Total Direct Labor	Escalated Average Hourly Rate	Classification (See Note B to Right)	\$70.00	\$70.00	\$70.00	\$70.00	\$48.15	\$35.75	\$34.20	\$46.15	\$38.25	\$67.40		\$20.00	\$29.10
IOURS AND				Average Hourly Rate	Classification (See Note A to Right)	\$70.00	\$70.00	\$70.00	\$70.00	\$48.15	\$35.75	\$34.20	\$46.15	\$38.25	\$67.40		\$20.00	\$29.10
TION MAN-H				Tollway	MAXIMOM Hourly Rate for Classification	\$70.00	\$70.00	\$70.00	\$70.00	\$60.00	\$40.00	\$60.00	\$60.00	\$50.00	\$70.00	\$70.00	\$20.00	\$40.00
CLASSIFICA				Tollway	MINIMON Hourly Rate for Classification	\$50.00	\$40.00	\$40.00	\$40.00	\$25.00	\$20.00	\$20.00	\$25.00	\$15.00	\$30.00	\$20.00	\$8.25	\$8.25
EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES					Tollway Classification	Principal	Project Manager	Senior Engineer/Planner	Resident Engineer	Project Engineer/Planner	Staff Engineer/Planner	Engineer /Accountant	Senior Technical Specialist	Technical Specialist	Architect	Realty Specialists	Intern	Admin/Clerical
				:	Classification Eligible for Premium Overtime?	S O N	S S	No	No	No	No	No	No	Yes Yes		ջ HI 25	≗ BIT	ջ "1" £686

Hours (Overtime Hours Only) (See Note D to Right)

1450.00

Date: 3/10/2017

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	Department Discipline ManagerStru	Vimawala, Dipal	\$50 - \$70
Project Manager	Program Manager.l.Civil	Robertson, Reid	\$40 - \$70
		Young, Richard	
-		Young, Richard J.	
. 11-16	Project Manager.I.Structural	Pregmon, Matthew	
	Project Manager.I.Transportation	Boyd, Troy	
15000		Fahoum, Nabil	
		Malinowski, Bridget	
	Project Manager.II.Buildings	Barani, Louis	
	Project Manager.II.Civil	Lehan, Matt	
		Eichten, Michael	
	Project Manager II.Structural	Benting, Keith	
		Goodfriend, Arthur	
	Project Manager.II.Transportation	Littrell, Joanna	
		Smith, Brian	
<u>,</u>	Project Manager.III.Transportation	Canimore, Brett	
		Corey, Dan	
		Heilstedt, Jeffrey	
<u>.</u>		Lavigne, Michel	
		Susinskas, Kestutis	
	Program Manager.III.O	Lewis, John	
	Engineering ManagerGeneral	Alkhayri, Firas (Ross)	
		Schultz, Carl	
		Sines, Lenore (Denise)	
		Wolford, Michael	
	Project Manager.II.Mechanical	Noonan, Frank	
	Senior Manager, ITS/Traffic	Letourneau, Matthew	
Senior Engineer/Planner	Business Development Mgr.II.Busine	Sulaiman, Zaid	\$40 - \$70
	Consulting ManagerTechnical Soluti		
		Nyman, Timothy	
	Systems Analyst.II.Information Tech	Knobloch, Erett	

Date: 3/10/2017

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
	Engineer.II.Engineer	Tessiatore, Robert	
-	Engineer.II.Mechanical/HVAC	McCollum, Michael	
		Alonso, Maria	
		Push, James	
	Engineer.III.Electrical	Farsatis, John	
71-1	Engineer.IV.Civil	Colbrook, James	
	Engineer.IV.Engineer	Smith, Nick	
	Engineer.IV.Electrical	Almanza, Jose A.	
	Engineer.IV.Structural	Jean-Mary, Enency	
e de la companya del companya de la companya del companya de la co	Engineer.IV.Transportation	Crispi, Jon	
		Walsh, Thomas	
W =	Planner.IV.Planning	Belszek, Henry	
		Gander, Mark	
	Project Engineer.I.Structural	Childress, Donald G.	
		Sandoval, Jason	
	Project Engineer.I.Electrical	Cevicius, James	
	Project Engineer.II.Civil	Dumas, Michael D.	
	Project Engineer.II.Structural	Ozimok, Eric	
	Project Engineer.II.Transportation	Hatton, Larry	
4.00	Senior Structural Engineer	Smith, Dean Yon	
		Tippett, James	
The state of the s	Technical Leader.I.OPCO	He, Jixing	
YAND TO SEE SEE SEE SEE SEE SEE SEE SEE SEE SE		Nash, Cheryl	
		Yousif, Edward	
	Technical Leader.II.OPCO	Borchardt, Tracy	
	Technical Specialist.III.Technical	Flanders, Shawn	
	Project Engineer.III.Civil	Whalen, Timothy	
	Project Engineer.III. Electrical	Stermer, William	
	Associate Principal Landscape	Inouye, Michelle	
esident Engineer	Resident Engineer-Field.II.Constructi	Kim, Eugene	\$40 - \$70
		Powers, James	
	Professional-Various.Administration	Flannigan, William	

Contract No.: F	RR-16-4265
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Consultant:

AECOM Technical Services, Inc.

Date: 3/10/2017

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
	Project Professional, IX CVL	Lukas, John	
	Resident Engineer	Spencer, John	
Project Engineer/Planner	Designer.III.Civil	Patel,Pankaj	\$25 - \$60
		Talarico, Nicholas	
	Designer.IV.Architecture	Englund, Jason	
	Engineer.l.Electrical	Finner, Brent	
		Henry, Luke	
V	Engineer.I.Structural	Hartsfield, Kennedy	
- Th	Engineer.I.Mechanical/HVAC	Bielskus, Algirdas	
		Michel, Ryan	
	Engineer.II.Civil	Haider, Ism	
		Olson, Kent	
	Engineer.II.Transportation	Becker, Andrew	
	Engineer.III.Mechanical/HVAC	Stevens, Christopher	
	Engineer.III.Structural	Walker, Richard	
	Engineer.III.Transportation	Liss, Connor	
	Environmental Planner	Ross, Michelle	
	Planner.III.Planning	Filippone, Gina	
	Software Deveoper.II.Information Te	Rathinasamy, Yamunadevi	
taff Engineer/Planner	Engineer.I.Civil	Billiot, Matthew	\$20 - \$40
444		Dominguez, Emmanual	
		Hanegraaf, Eric	
		Hayes, Edmund	
		Jarosz, Kim	
	Engineer.I.Structural	Kando, John	
767 W. W 17		Xiao, Yijing	
	Engineer.I.Transportation	Compton, Kyle	
Angle Language	Engineer.II.Structural	Kluender, Clayton	
ngineer /Accountant	Accountant.I.Finance/Accounting	Frison, Shelly	\$20 - \$60
	Accountant.II.Project Accounting	Loid, Deborah	
Senior Technical Specialist	CADD.Technician.III.CADD/Drafting	Auyeng, Henry	\$25 - \$60
	CADD Drafter.II.General	Van Hoose, Bradley	

Contract No.: _RR	-16-4265	Consultant:	AECOM Technical Services, Inc.
			The state of the s

Date: 3/10/2017

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
	CADD Drafter.II.Structural	Bucher, Jason	
		Ibrahim, Sarhadoon	
		St. Angelo, Ben	
	Graphic Artist.II.Marketing	Szceblowski, Chanda	
	WEB DeveloperInformation Techno	Majumder, Dipmalya	
	999.GlobalUnassigned	Baughman, Robert	
		Brenner, Keith	
echnical Specialist	Construction Adminstrator.II.Constru	O'Connor, Kathleen N. (Katie)	\$15 - \$50
		Romiti-Johnson, Irma	
	Document Controls CoordinatorPro	Hinton, Marcita	
	Project Control Specialist.ProjSuppor	Isaacson, Samantha	
	Resident Engineer-Field.I.Constructi	Storm, Jesse	
	Visualization Specialist.General	Medeck, Chris	
		Murphy, Christopher	
		Xiong, Pao Ye	
FARM I	Word Processor.I.Adminstration	Cho, Young	
	Scientist.III.I	Bulthaup, Bridget	
rchitect	Architect.II.Landscape	Lomonico, Mark	\$30 - \$70
	Architect.III.Architecture	Hegg, Jeffrey	
		Hokanson, Karl	
	Architect.IV.Architecture	Blood, David	
		Dylewski, Mark	
		Packer, Jonas	
	Project Manager.I.Architecture	Dahlberg, James	
	Project Manager.II.Architecture	Hardt, John	
		Kehoe, Stephen	
ealty Specialists			\$20 - \$70
tem	InterVarious	Bryan, Elizabeth	\$8.25 - \$20
		Jensen, Samantha	
		Meulhausen, Arianne	
		Olson, Michael	
		Porada III, Joseph	

Contract No.: R	R-16-4265	Consultant:	AECOM Technical Services, Inc.
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Date: 3/10/2017

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
		Reum, Briana	
		Tseng, Arthur	
Admin/Clerical	Doc Controls Coord.Project Support	Soldat, Jennifer	\$8.25 - \$40
	Document Controls Coordinator	Ryan, Mary Jo	
	Project Administrator.III.F	Childress, Beverley	
		Nelson, Tracy	

		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	

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
- 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:

Parking Railroad Insurance Aerial Videography Equipment Rental Train Fare Taxi Fare A-V Production Mobile Application Development Permitting Fees (various agaencies) Permit Apllication Fees Railroad Agreement Fees Utility Agreement Fees

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

\$ 1,260,651.02

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

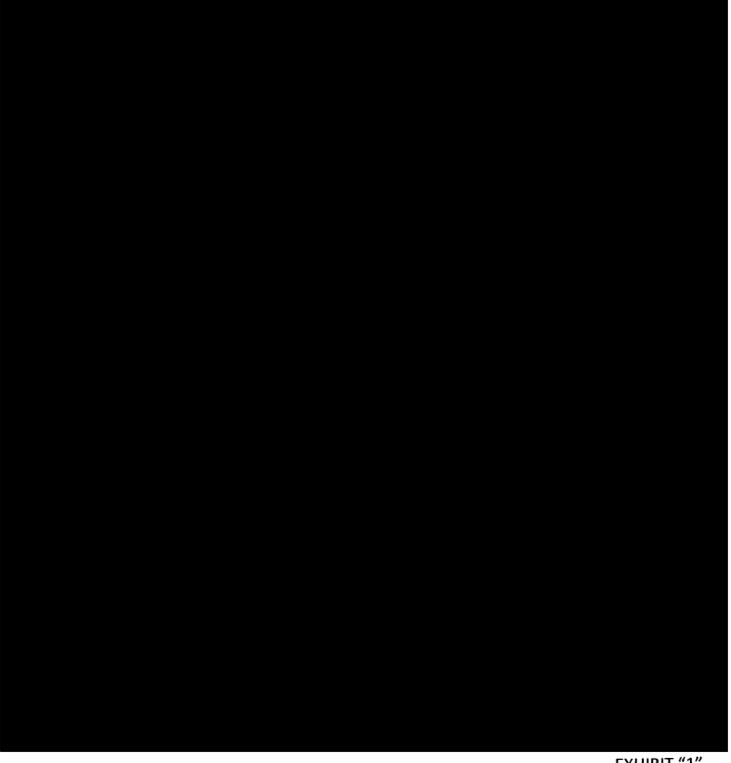
ALLOWABLE DIRECT COSTS

- *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."

Contract No.:	RR-16-4265	_	AECOM Technical Services, Inc.
	<u></u>	XHIBIT E - KEY PROJECT PEI	RSONNEL
Project Principa	al:		
Project Manage	er:	Richard Young	
Project Engineer:		Bridget Malinowski	
Resident Engin			
_			
Documentation	-		
Project Civil En	gineer:	Tracy Borchardt	
Project Structu	ral Engineer:	Robert Tessiatore	
Project Drainage Engineer:		Nick Smith	·
Senior Enginee	er:		
Others:	Name:	John Farsatis	
	Classification:	Electrical Design	·
	Name:	Frank Noonan	
	Classification:	Mechanical Design	
	Name:	Michael Eichten	
	Classification:	QA/QC Roadway	
	Name:	Matthew Pregmon	

Classification: QA/QC Structural

Richard Young, PE AECOM

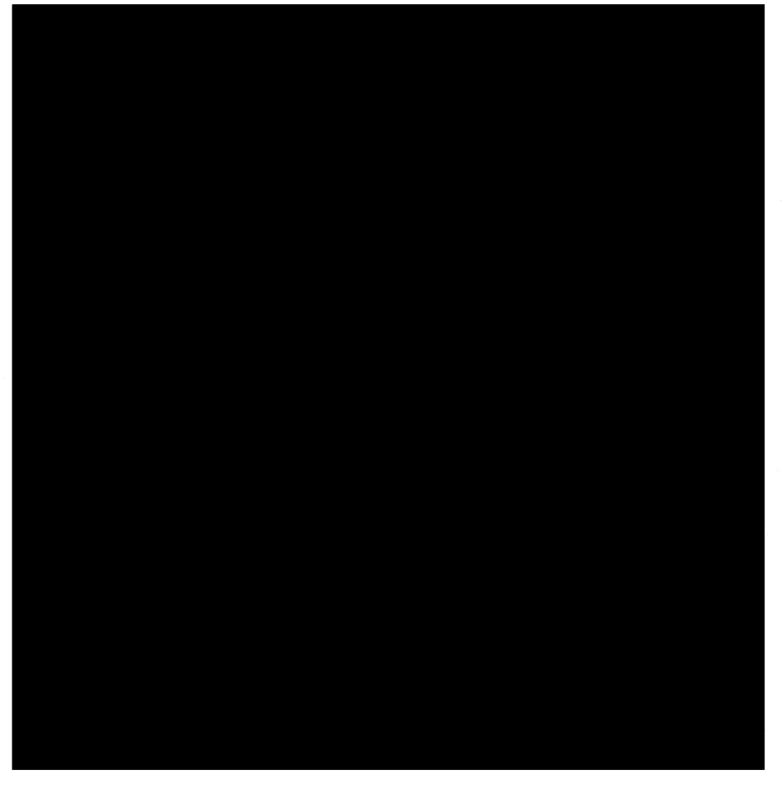


Richard Young, PE

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Bridget Malinowski, PE AECOM

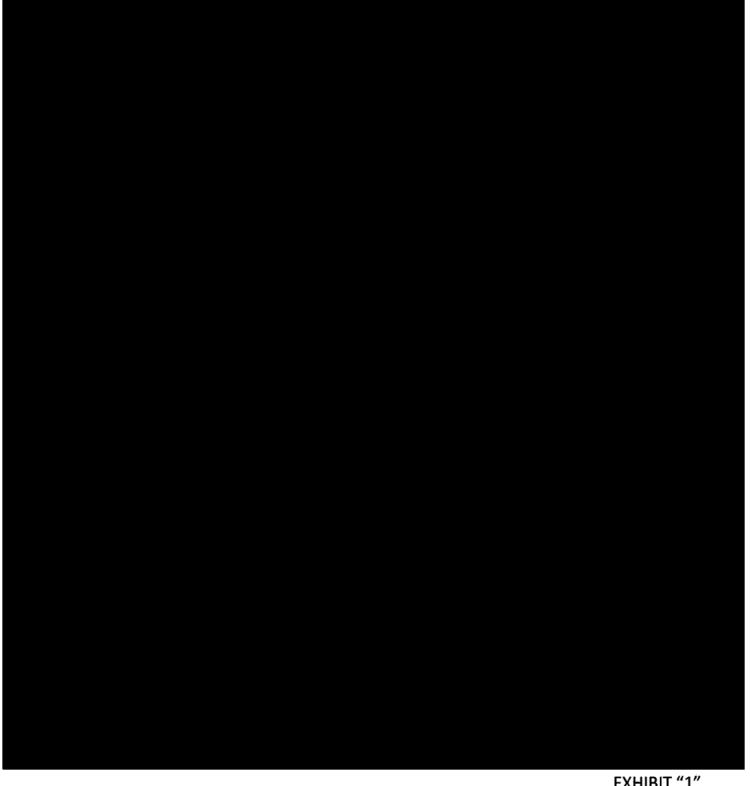
Bridget Malinowski, PE



Tracy Borchardt, PE AECOM

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Tracy Borchardt, PE



Robert Tessiatore, PE, SE, LEED AP AECOM



Robert Tessiatore, PE, SE, LEED AP

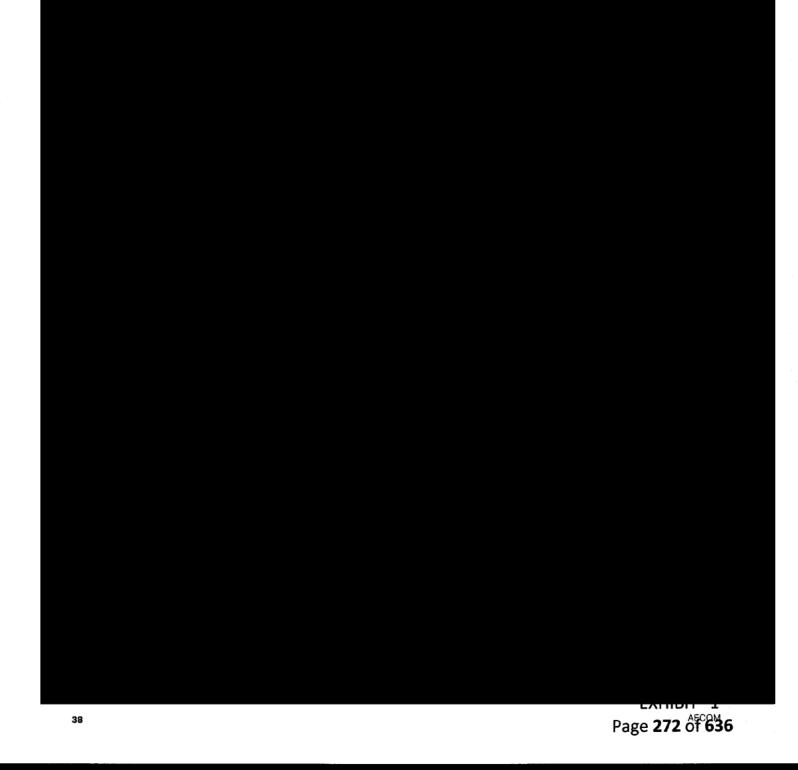
Page **269** of **636**

Nick Smith, PE AECOM

Nick Smith, PE

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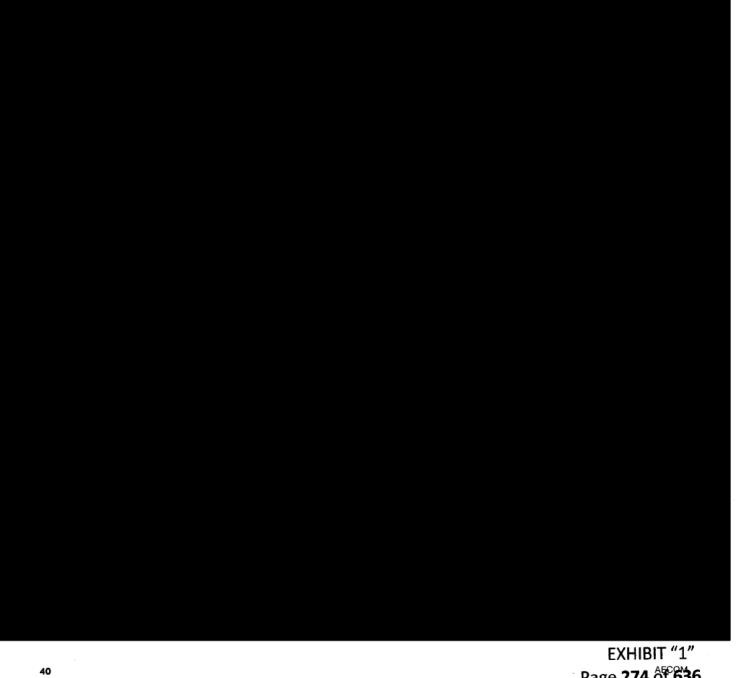
John Farsatis, PE AECOM



John Farsatis, PE

EXHIBIT "1"
Page **273** of **63**6

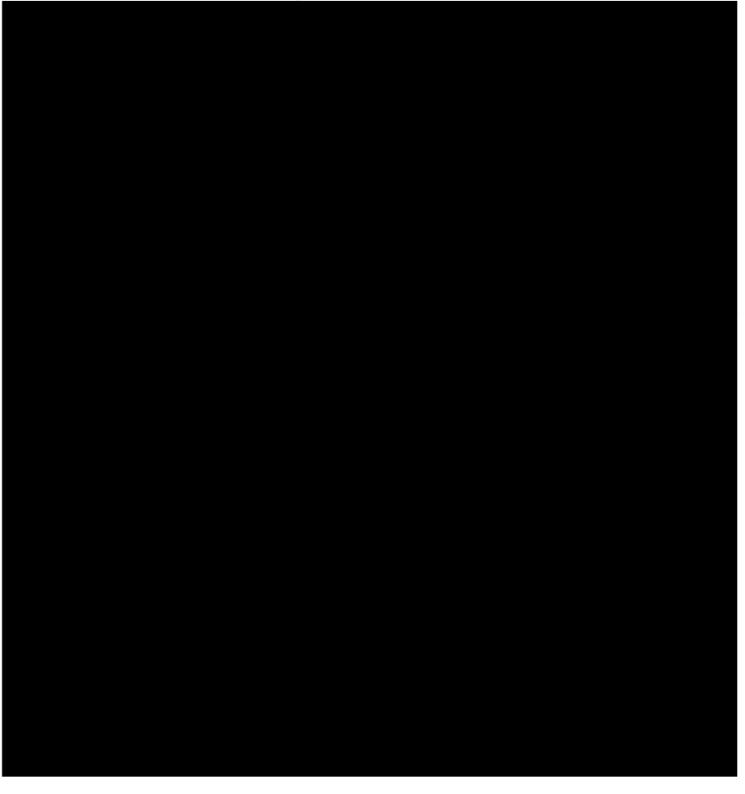
Frank Noonan, PE, LEED AP **AECOM**



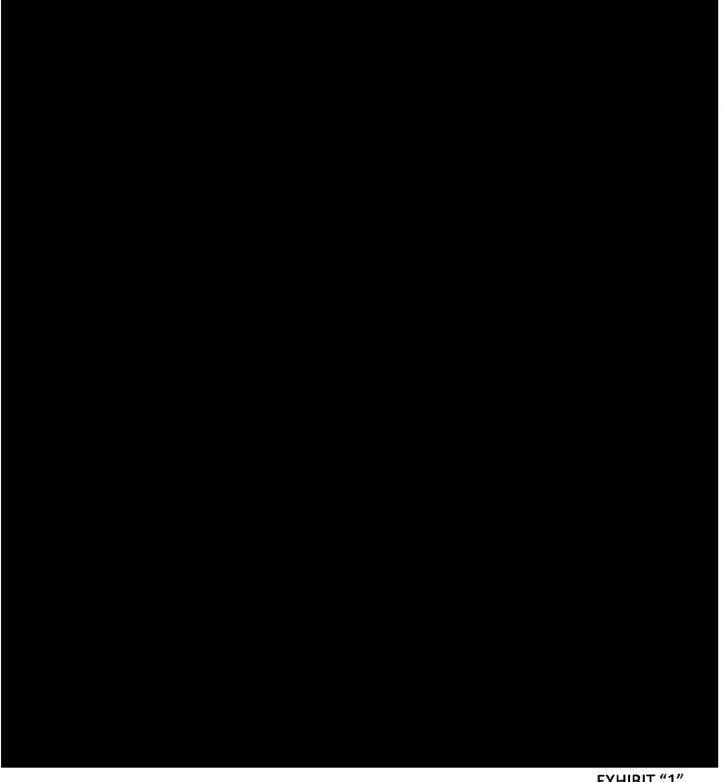
Frank Noonan, PE, LEED AP

Michael Eichten, PE AECOM

Michael Eichten, PE



Matthew Pregmon, PE, SE AECOM



Matthew Pregmon, PE, SE

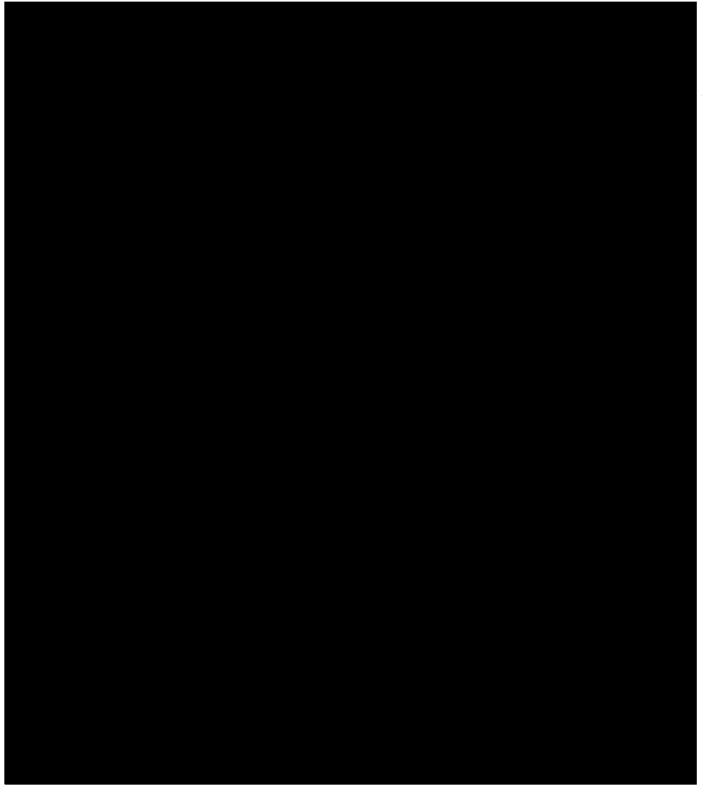


EXHIBIT F SCOPE OF WORK

Design Corridor Manager
Tri-State Tollway
95th Street to Balmoral Avenue

Contract No. RR-16-4265

Illinois State Toll Highway Authority

March 13, 2017

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I. ITEMS OF WORK TO BE INCLUDED IN CONTRACT RR-16-4265

The Design Corridor Manager (DCM) for Contract RR-16-4265 shall provide design corridor management and Design Section Engineer (DSE) for the referenced project, as per the requirements of the Tollway's Design Section Engineer's Manual, dated March 2017, as amended by the Tollway, and herein specified. The design criteria and policies, Standard Specifications, materials and construction requirements of the Illinois State Toll Highway Authority (Tollway) shall apply to all portions of the improvement under Tollway jurisdiction. The design criteria and policies, materials and construction requirements of the Illinois Department of Transportation or applicable local agency shall apply outside the Tollway jurisdiction area.

It is anticipated the program budget for this corridor within the referenced limits is \$1.69 Billion over a 6 year period. Additional improvements to the corridor beyond the improvements anticipated and estimated in the development of the Move Illinois Program are not included in this scope of work.

In accordance with the Tollway's Design Section Engineer's Manual, dated March 2017, as amended by the Tollway, and as otherwise noted below, the design corridor management services for the above project shall include but not be limited to, the following:

A. DESIGN CORRIDOR MANAGEMENT (DCM)

The DCM services for the project will include the following:

1. Design Management:

The DCM will provide project design management services for the contract. The DCM will provide a project lead that will be the single point of contact for the project and will be responsible for overall management of the project and coordination and management of the various project contracts prepared by others. The DCM shall regularly coordinate and meet with the project consultants (DSEs, Design Upon Request (DUR) consultants, Survey Upon Request (SUR) consultants, Land Acquisition consultants, Geotechnical Services Upon Request consultants, Utility Coordination, SUE consultants, and Tollway Departments (including but not limited to Maintenance and Operations, Business Systems, Tollway Engineering, Toll Services, ITS, Land Acquisition, Communications and Planning).

- A. The DCM will assist the Tollway in identifying services required to be performed by other contracts and preparation of associated scopes of work and project schedule documents for such contracts. The DCM will assist in reviewing and coordinating project consultants project reporting. The DCM shall coordinate between various contracts prepared by others to ensure that tasks are completed within established schedules in order to meet project need.
- B. The DCM will provide recommendations for contract packaging based upon project priorities and criteria. The DCM will prepare associated exhibits and reports.

- C. The DCM will be required to monitor project consultant progress and work-in-progress and project status with respect to project schedule and budget. The DCM will maintain a corridor design and construction schedule. The DCM will maintain a corridor construction cost estimate.
- D. Design reviews for conformance to Tollway standards, manuals and corridor consistency.

2. <u>Design Consistency:</u>

Ensuring consistency and designing elements of the corridor. Coordination and project management of design contracts. The DCM will be the single point of contact between the Tollway and project consultants and will be responsible for delivery of project contracts through the design phase in accordance with established Tollway schedules and budget. The DCM scope of work includes coordinating corridor design issues and establishing project design criteria, maintaining a corridor decision log, ensuring plan consistency (pay items, special provisions, plan format, etc.), preparing plan transmittal memos and letters and distributing plans to the Design Review Team for review, coordinating and tracking plan submittals and coordinating plan reviews with Design Review Team; gathering, tracking and disseminating review comments; ensuring review comments are uploaded to the web based system for reviewer and DSE review; chairing, facilitating and preparing meeting minutes for design review meetings; ensuring that review comments are incorporated in bid documents; resolving design comment issues; coordinating preparation and processing of project design deviations; coordinating submittal of DSE Barrier Warrant Analyses; ensuring that project commitments are incorporated in bid documents; preparation of Staff Summary Sheets; preparation of contract liquidated damage calculations, submittal of DSE cost estimates to Tollway Cost Estimating Group; review of DSE cost estimates; preparation of corridor special provisions; facilitating final plan check meetings; assign corridor designs to individual DSEs for application across corridor; identification of special details and conditions; corridor plan review (maintenance of traffic, drainage, etc.).

- A. The DCM will provide project management services and serve as single point of contact for DSE contracts per requirements outlined in Tollway design management procedures.
- B. The DCM will maintain corridor design criteria, corridor exceptions log, and corridor deviation log.
- C. <u>Senior Technical Advisor Support:</u> The DCM will provide a team of Senior Technical Advisors to assist the Tollway with independent reviews of design development concepts being prepared by DSEs for select complex project elements. This team will consist of senior technical staff with expertise in complex structural and geotechnical design, railroad engineering, and environmental remediation. Senior Technical Advisors will be engaged at the request of the Tollway. The DSE preparer of each work product will retain full responsibility for the quality and content of work products and no transference of responsibility for Errors and Omissions shall occur from the DSE to the DCM as a result of the DCM's Senior Technical Advisor involvement. The DCM will lead and participate in discipline working groups to develop corridor standards and specifications and provide solutions to corridor issues. Discipline groups include but are not limited to: Roadway, Structures, ITS, and Fiber, 3-D design implementation, and Drainage/Environmental.
- D. DSE/DUR Project Management Support:
 - Provide support during the DSE/DUR contracting phase. Services may include assistance
 with development of the scope of services and schedule. It is assumed that Tollway staff
 will lead the overall contract negotiation effort. For DUR contracts, support services will

- include maintaining an overall inventory of Central Tri-State program task order assignments.
- Provide guidance to DSE's/DUR's during initiation and development of design services to facilitate consistency with corridor-wide design requirements, including identification of special conditions and details based on issues identified through the concept design development process. This includes maintenance of a corridor decision log.
- Provide design review and coordination support to the Tollway PM including providing limited, focused reviews of key deliverables at milestones to check that contract and key design requirements are met. Particular attention will be focused on checking deliverables and comment dispositions for compliance with external agency comments and for providing input to DSE's for common and reoccurring Tollway review comments.
- Monitor DSE/DUR progress for Central Tri-State program budget and schedule compliance. Provide support pertaining to contract bid preparation, including preparation of contract liquidated damage calculations, and preparation of corridor special provisions.
- Support the Tollway PM in coordinating with the Tollway's Contract Services Department
 during the Central Tri-State contract advertisement and bid phase. This consists of:
 transmitting DSE submittals (DSEs are responsible for submitting bid documents to the
 DCM in conformance with schedule requirements); preparing the Advertisement for
 Sealed Bids (A-1) page; Advertisement Authorization Document and associated memos.
 Also included is coordination with Tollway Contract Services Department with respect to
 submittal and processing of Contract Addenda, including review of DSE addenda
 submittals. The DCM will coordinate with DSEs during the bid phase including
 coordination of responses to bid inquiries. The DCM will attend and, as required, chair
 pre-bid meetings.
- E. For budgeting purposes, it is assumed that the DCM will be responsible for the management of up to 2 ongoing or pending DSE/DUR contracts, plus up to 16 future DSE/DUR contracts during a portion of the DCM contract term. Coordination will also be required with EOWA DCM and designers.
- F. SUR Project Management Support:
 - Maintain a comprehensive database of field surveys for the Central Tri-State project. This
 database will serve as a compilation of data and documentation pertaining to Central TriState field survey data, included data compiled through the concept design development
 and subsequent final design efforts.
 - Coordinate field survey requirements and information with individual DSE's through the design development process. This includes providing available survey data to DSE's.
 - It is anticipated that all field surveys required to support further design development will be performed by others (DSEs/DURs/SURs).
- G. Geotechnical DUR Project Management Support:
 - Maintain a comprehensive database of geotechnical data, investigations, and reports for the Central Tri-State project. This database will serve as a compilation of geotechnical data and documentation, included data compiled to date through the concept design development, as well as remaining geotechnical investigations/reports to be compiled through final design.

- Coordinate geotechnical engineering requirements and information with individual DSE's through the design development process. This includes providing available geotechnical data and reports to DSE's, as well as necessary coordination with geotechnical DUR consultants.
- H. SUE DUR Project Management Support:
 - The DCM will assist the Tollway's SUE DUR Project Manager by reviewing Central Tri-State SUE requests for reasonableness and redundancy prior to such request being sent to the Tollways SUE DUR contractor.
- I. Environmental Project Management Support:
 - The DCM will assist the Tollway development of the scope of services and schedule for Phase I and Phase II Environmental Site Assessment (ESA) services including preparation of associated Land Acquisition Environmental Technical Memoranda).
 - Provide guidance to DSEs during initiation and delivery of services to ensure compliance with the Tollway's Environmental Studies Manual, facilitate consistency with corridor-wide requirements and to transfer relevant information developed through prior project development efforts.
 - Facilitate coordination between the DSEs and other involved members of the Central Tri-State team, including DSE's/DUR's, the Central Tri-State Land Acquisition team, and the Tollway.

3. Project Reviews:

Performing DSE/DUR submittal reviews maintenance of traffic reviews, traffic phasing for interim conditions and for conditions during construction. The DCM will review the project as a corridor.

- A. Central Tri-State Design Review Management: The DCM will coordinate and facilitate the overall Central Tri-State design review process with the Tollway Design Review Team as well as all involved external reviewing agencies and parties. This effort includes distribution of DSE deliverables for internal (Tollway and DCM team) and external agency reviews; tracking and compiling review comments; facilitating resolution of review issues; checking DSE comment disposition for completeness and consistency with Central Tri-State design guidelines; facilitating final plan check meetings. This includes maintenance of the Central Tri-State design review comment log. Individual DSE's are solely responsible for appropriately addressing design review comments from internal (Tollway and DCM) and external reviewers, and for ensuring that appropriate revisions are incorporated into final plans, specifications and estimates.
- B. DSE/DUR Limited Design Reviews: The DCM will perform limited reviews of DSE/DUR roadway plan submittals with a focus on the following: compliance with concept design and environmental commitments; compliance with corridor-wide design element requirements; design consistency between adjacent DSE sections and construction contracts. Individual DSE's will be responsible for the accuracy and correctness of their respective submittals. For budgeting purposes, it is estimated that up to 24 construction plan sets will be reviewed at up to three separate junctures (following Preliminary, Pre- final and Final Plan submittals), The DCM will also review up to 14 DSE Concept Design Review Memoranda. Reviews will be performed for select disciplines only as noted below by professional staff with technical expertise in the following areas:

- Maintenance of Traffic/Construction Staging Roadway, Signing and Striping
- Drainage & Erosion Control, Tolling and ITS
- Utilities, Landscaping, and Aesthetics, FAA Design Requirement Compliance
- Railroad Design Requirement Compliance
- The intent of these reviews will be to assess consistency with corridor design standards. They will not include detailed review of DSE plans, calculations, special provisions or other work products, and will not be meant to replace QA/QC procedures by the responsible DSEs. The DSEs/preparer of each work product will retain full responsibility for the quality and content of work products and no transference of responsibility for Errors and Omissions shall occur from the DSE to the DCM as a result of the DCM's limited review of DSE work products.
- C. Land Acquisition DUR Limited Reviews: For Land Acquisition DURs, the DCM will conduct limited reviews of DUR plat of acquisition submittals focused only on consistency with ROW needs as defined by individual DSEs/DURs. It is assumed that the DCM will not be responsible for performing technical reviews of land acquisition submittals, nor of checking survey documents against Tollway checklists and legal descriptions against titles, as these reviews would be conducted by other consultants via separate contract to the Tollway.

4. Constructability Review:

Performing DSE/DUR submittal reviews including constructability reviews for interim conditions and for conditions during construction. The DCM will review the project as a corridor.

5. <u>Lessons Learned</u>

Lessons learned be incorporated into all phases of DCM services.

6. Construction Management:

Coordination with Construction Managers including coordinating DSE submittals of construction revisions and providing applicable corridor design information to CMs.

- A. Coordinate construction issues as they relate to work being performed by DSE's on the corridor through design development and construction through the duration of the DCM contract. The DCM will monitor constructability issues within the corridor to assist in the identification, awareness, and resolution of similar type items during the development of plans by individual DSE's.
- B. Perform independent constructability reviews of DSE plan submittals in compliance with Tollway Constructability Review Guidelines. For budgeting purposes, it is estimated that up to 20 construction plan sets will be reviewed for constructability during this period. The DCM will perform constructability reviews at the direction of the Tollway PM.
- C. The DCM will provide limited support to address select design issues and questions encountered during construction. It is anticipated that DCM support will be limited to the following: AET/ITS, drainage, regulatory issues, landscaping and aesthetics, signing, and project commitments. It is assumed that any design related issues encountered during construction will be identified and

addressed by the CCM/CM team and involved DSE's via the Tollway RFI process, with the DCM providing limited support as described above.

7. <u>Land Acquisition:</u>

Coordination and project management of contracts associated with temporary easements for construction and permanent easements for access, drainage, utilities, etc as needed. The DCM scope of work includes preparation of a corridor land acquisition schedule, coordinating DSE and DUR preparation and submittal of plat of acquisition documents with the Tollway's Land Acquisition Department and coordinating status of land acquisition with the Tollway. The DCM will coordinate right of way requirements (ROW), including temporary easements, with DSEs/DURs such that project schedules are maintained. Central Tri-State Land Acquisition Program Management Support: The DCM will continue to support the Illinois Tollway with management of the overall Central Tri-State land acquisition program as needed to track location, status, and purchase schedule for all required privately and publicly held right-of-way (ROW). The Central Tri-State Land Acquisition Tracking Tool will be maintained and updated through the DCM contract duration to reflect design phase refinements and to track status of various ongoing land acquisition activities. Activities for this effort may include the following: overall work flow status review for ongoing ROW activities being performed by the Tollway and associated SUR's; facilitating resolution of land acquisition status and review issues; supporting upload of final ROW documents to the iROW system. The DCM will be the single point of contact between the DSEs and Design Upon Request (DUR) and consultants providing Land Acquisition services for the project. The DCM will be the single point of contact with the Tollway Land Acquisition Department and will chair and facilitate regular coordination meetings with the Tollway Land Acquisition Department. This effort will include coordination with the EOWA contracts.

- A. Coordination and Project Management of Contracts Associated with Land Acquisition
 - 1) Provide land acquisition analysis for the corridor. Perform additional field survey to mitigate GIS interpretation of parcels with actual, on-the-ground surveys as needed. Perform boundary analysis on parcels. Land Acquisition Surveys: Review title boundary information. Locate PLSS section corners. Research for previously completed monuments and verify existing monumentation. Set & swing the monuments. Reduce field notes and locations. Verify monument record and provide signed and sealed letter affirming this fact. Reset and prepare new Monument Record Plat and record, if necessary. Prepare staking plan and stake ROW
 - 2) Throughout the Central Tri-State project, the DCM will work to identify additional land acquisition needs and prepare supplemental Value Engineering analysis and if necessary obtain additional ALTA title commitments. For budgeting purposes, up to 10 additional parcels are assumed. Title Commitments, if needed, are included as a reimbursable direct cost.
 - 3) DSE Platting and Tollway Review Coordination: Pursuant to processing the ROW document reviews, the DCM will coordinate distribution of documents to the Tollway's designated Review Team. This includes: tracking and compiling review comments; facilitating resolution of review issues; and confirming that review comments are incorporated into final ROW documents through use of the Tollway's Web Based Project Management System
 - 4) Prepare weekly status reports and monitor the ROW document finalization effort.
 - 5) Utilize the Tollway's GIS based Right-of-Way Tracking Tool for the purpose of initiating the acquisition of each parcel. Efforts include data input and quality assurance review and technical support as needed to ensure that weekly database updates are maintained through the duration of the DCM contract.

- B. ROW Requirements Design Coordination: The DCM Land Acquisition Task Manager will serve as the single point-of-contact with Tollway DSEs/DURs/SURs to confirm ROW requirements for individual Central Tri-State construction contract packages. This will include review of potential DSE revisions to ROW requirements or need dates, as well as coordination with DSE's related to potential ROW modifications identified by the Tollway Land Acquisition team. The DCM will verify and finalize all ROW requirements, and coordinate final requirements. Upon final identification of the needed lands, the DCM shall obtain an ALTA Title Commitment for potential additional ROW parcels
- C. It is assumed that DSEs/DURs/SURs shall be wholly responsible for obtaining all additional needed Plats of Survey and/or Plats of Acquisition for each identified parcel other than what is discussed in items A and B.
- D. The DCM will be responsible for preparation of Land Acquisition Environmental Technical Memoranda for future acquisitions of parcels involving potential environmental conditions. The DCM team will use Tollway requirements and will support the Tollway with coordination, review and tracking of technical memoranda.
- E. Land Acquisition Plats and Documents: Review Title and ROW survey documents. Prepare Plats of Acquisition as required. Prepare Legal Descriptions as required. Update Tollway GIS with required features. Provide independent Review for Plat of Acquisition and Legal Descriptions.

8. Survey:

Coordination and project management of contracts associated with survey. The DCM scope of work includes preparation of a corridor survey schedule and coordinating survey deliverables and schedules with the project consultants and Tollway.

- A. Field Survey Limited Reviews: For Field Survey deliverables, the DCM will conduct limited technical review of DSE consultant survey submittals. This consists of checking survey documents against Tollway checklists, as well as geographic limits, datums, details and controls.
- B. Environmental Survey Limited Reviews: DCM reviews will be limited to technical reviews of Phase I and Phase II ESA's for select prepared by the DSE's. The preparer of each work product will retain full responsibility for the quality and content of work products and no transference of responsibility for Errors and Omissions shall occur from the preparer to the DCM as a result of the DCM's limited reviews. The DCM review will include assessment to determine that the DSE has complied with ESA procedures identified in the Tollway's Environmental Studies Manual, including the analytical analysis of contaminants associated only with Potentially Impacted Properties (PIPs), as well as conclusions derived.
- C. Utility Limited Reviews: The DCM will not conduct technical reviews of Quality Level B and Quality Level A designations. It is assumed that appropriate reviews will be performed by the involved DSE.

9. <u>Geotechnical:</u>

Coordination and project management of contracts associated with geotechnical studies. The DCM scope of work includes preparation of a corridor geotechnical schedule and coordinating geotechnical deliverables and schedules with the DSEs and Tollway. The DCM will also manage and track the boring program to ensure consistency in the quantity and location of DSE boring requests.

10. Environmental:

Coordination and project management of contracts associated with environmental studies and permits. Through coordination with the applicable agencies, the DCM will determine permitting requirements and time required to obtain such permits. The DCM will submit the required permits and coordinate with DSEs and the Tollway to ensure that permits are acquired in accordance with the project schedules. The DCM will provide a technical review the noise analysis performed during the Master Plan and revise and update to be compatible with the selected preferred alternate and the latest Tollway Traffic Noise Policy.

11. Utilities:

Coordination and project management of contracts associated with utility investigations. The DCM will serve as the single point of contact for the utilities. The DCM will ensure that DSE/DUR utility coordination and impact identification is identified such that project schedules are maintained. The DCM will coordinate with the Tollway Utility Department to ensure that project required agreements and permits are processed. The DCM will also compile utility coordination conflict logs from DSEs so that status of coordination can be monitored. The DCM will be the single point of contact with the Tollway Utility Department and will chair and facilitate regular coordination meetings with the Utility Department and Utility Companies.

- A. The DCM will serve as the central point of contact for Central Tri-State design phase utility coordination and will interface between the DSE's, the Tollway Utility Department, and the utilities.
- B. Utility Orientation: Prepare materials and presentations to affected utilities apprising them of the Central Tri-State project and needed modification to utilities in the right of way.
- C. Utility Database Development and Maintenance: Manage and update the master utility database through the contract duration.
- D. Utility Master Plan: Manage and update the master utility plan which will serve as a guiding document for DSE's/DUR's. The plan will incorporate planned utility improvements identified by providers, identify conflicts related to the Central Tri-State improvements, and define required maintenance of service during construction. The plan will serve as the starting point for DSE's to further examine the engineering requirement of each of the affected utilities.
- E. Advance Relocation Requirements: Identify and facilitate resolution of advanced utility requirements or long lead items in coordination with involved DSEs/DURs, the Tollway, and involved utility owners.
- F. Uniform Standards and Specifications and Force Account Relocation Coordination: A variety of specification and standards will be encountered across a number of utilities. For municipal utilities, the DCM will review standards and specifications and attempt to resolve conflicting standards and establish guidance for final designers. For other utilities to be relocated via force account}, the

- DCM will coordinate the utility relocation requirements and schedule with each respective provider with the objective of facilitating utility relocations per schedule requirements.
- G. DSE Coordination: Specific utility oriented meetings will be held with DSE's/DUR's for the duration of the contract to exchange information that affects the development of utility design requirements and phasing requirements. These meetings are in addition to other DSE coordination itemized in other tasks. These meeting provide a focused dialogue on the subject of utilities and will be used to convey utility provider data and information, address maintenance of service issues, identify temporary facility needs, and reconcile standards and specification requirements. The DCM will monitor the NOI process through relocation to ensure that work orders and all necessary up front work is being completed in a timely manner.
- H. Field Oversight: The DCM will not provide field oversight services during construction; it is anticipated that others will provide these services via separate contract to the Tollway. However, as projects transition from design phase to construction phase, the DCM will coordinate with the CCM to help transition responsibility for facilitating and monitoring utility relocations and utility service connections.
- Utility Service Connections: The DCM will maintain a log of utility service connections for new electrical and gas services. Key utility service connection information will be tracked including service connection locations, points of contact, and service need dates.
- J. Coordination with Utilities: The DCM will lead and facilitate ongoing direct coordination with utility owners through the duration of the DCM contract. For budgeting purposes, it is assumed that up to 30 meetings will be required annually. Coordination with the utilities presumes service agreements would be established to reimburse utilities for appropriate services and costs via agreement. The DCM will provide required assistance to the Tollway to support development of utility agreements. Costs for these utility agreements/relocations are assumed to be covered via separate Tollway contracts or agreements.

12. Program Controls:

The DCM scope of work includes preparing design schedules and monitoring DSE construction cost estimates and schedules such that total corridor cost and schedule can be tracked and reported as necessary; monitoring corridor scope of work; preparation of corridor design and construction schedules. The DCM is responsible for the corridor budget and schedule and will be required to track overall budget and schedule and report such on a regular basis. The DCM will also review DSE construction cost estimates and schedules and resolve conflicts between DSE costs and construction schedules to ensure compatibility during construction. The DCM will maintain data directly in EcoSys, Catapult, P6, and the Tollway's WBPM. Data will include but not be limited to: corridor estimates, budgets, budget changes, annual forecasts, EAC, schedules, MSRs and other reports as needed. The DCM will set up and attend monthly book meetings for all contracts within the Central Tri State Corridor.

A. Scheduling: The DCM will develop and manage the overall Central Tri-State Master Program Schedule in coordination with individual DSEs and the Tollway. The schedule will identify and track progress of schedules related to program implementation status, including: DSE schedules, DUR/SUR schedules, construction letting schedules, and construction schedules. The DCM will coordinate the overall Central Tri-State program schedule with involved DSEs. This will include review of DSE recommended schedules for compliance with overall program requirements and

- facilitating resolution of potential scheduling conflicts. The DCM will also incorporate construction schedule data from the Tollway Central Tri-State Construction Team (CCMs, CMs, PMO) into the Corridor Master Program Schedule for construction related activities based on information provided by Tollway Construction Project Managers, the Construction Corridor Manager and individual Construction Managers.
- B. Budget Management: The DCM will review and manage the overall Central Tri-State Corridor Budget in coordination with the Tollway, the PMO, and other involved agencies. Effort will include: preparation of annual Central Tri-State budget recommendations; development and updates to proposed project budgets (including PIR's/PCR's validation, routing and Catapult, E- Builder and EcoSys system entry); budget change management and documentation including support for preparation of associated Staff Summary Sheets for proposed scope/schedule/budget revisions; management and updates to the Central Tri-State budget by fund source, including tracking and reporting of funding and in-kind services by others.
- C. Cash Flow/Earned Value: The DCM will coordinate MSR submittals in E-builder and monthly accruals for the Central Tri-State program including entry into the Catapult system. The DCM will also prepare project cashflow reporting to Tollway, PMO and other agencies as directed. The cashflows will be prepared annually or as needed to provide Tollway with detailed project forecast spending information to support annualized and total project funding needs.
- D. Risk Management: The DCM will perform Risk Management tasks: Developing and using the Central Tri-State Risk Management Tool, the DCM will monitor and evaluate risks on an ongoing basis. The DCM will meet regularly with key Tollway and Central Tri-State project staff to review and update risk status and action plans.
- E. Performance Reporting: The DCM will maintain and update the overall Program Performance Dashboard Report for the Central Tri-State through the contract duration. For budgeting purposes, it is assumed that a monthly status report will be generated reporting performance related to program goals and objectives.
- F. Central Tri-State Implementation Plan Management: Maintain and update the overall Central Tri-State Implementation Plan and Master Contract Packaging Plan based on an individual sections and construction contract packages of the Central Tri-State program. Recommended updates will be coordinated with the Tollway, PMO, and with involved DSE's/DUR's. Effort for this task will generally consist of the following: review and coordination of the overall Central Tri-State Implementation Plan to provide on-schedule completion of ongoing sections of the Central Tri-State; analysis of scheduling/sequencing options for future project sections; review and coordination of scheduling/sequencing options for project sections being implemented by other agencies and adjacent improvements planned by the Tollway and other agencies; management and updates to the initial contract packaging concept (identified during prior Central Tri-State concept design efforts) to reflect changed conditions during final design and DSE recommendations. The DCM will maintain an overall Central Tri-State Implementation Plan exhibit illustrating the timeframe and sequence for Central Tri-State program implementation, as well as an overall Central Tri-State Construction Packaging exhibit illustrating individual construction contracts.
- G. Construction Materials Inventory: The DCM will review construction material requirements through the duration of the DCM contract. This effort will be coordinated with the PMO for compatibility with program-wide estimating and material requirements.

- H. Estimating: The DCM will review the overall Central Tri-State corridor cost estimates in coordination with individual DSE's, the PMO, and Tollway. Corridor estimating will consist of the following:
 - Manage the preliminary and final construction estimates through the contract duration. DSE's will provide construction estimates to the PMO and DCM at required intervals, and the DCM will incorporate estimates into the Master Corridor Budget with input from the PMO. Likewise, the DCM will incorporate construction cost data into the Master Corridor Budget in coordination with the Construction Corridor Manager and individual Construction Managers. The CCM and CM's will be responsible for compiling and validating construction cost data and providing information to the DCM to incorporate into the overall Master Program Budget.
 - The DCM will coordinate PMO reviews of DSE construction cost estimates for Central Tri-State construction contract packages, currently estimated at up to approximately 18 ongoing or pending contracts during the DCM contract duration.
 - The DCM will be responsible for bid phase estimate coordination and review of bid analysis bid recommendation memos for Central Tri-State contracts.
- I. Program Implementation Service Needs: Assist the Tollway with identifying and maintaining an inventory of future professional service needs required to advance the Central Tri-State implementation plan.

13. <u>External Coordination:</u>

The DCM will provide a point of contact for outreach and provide information to the DSEs on the Corridor based on that outreach.

- A. <u>State/Local Agency Coordination:</u> Coordination with IDOT and other Local Agencies including but not limited to: Cook County Forest Preserve District, MWRDGC, Cook County, and Dupage County. The DCM will coordinate with the adjacent Agencies early in the process and support efforts to partner with them. The DCM will review overall construction programs of other agencies to identify potential conflicts with Central Tri-State project work and coordinate such conflicts with affected agencies.
 - 1) Provide design coordination of the Central Tri-State with involved rail operators and agencies including the Federal Railroad Administration (FRA), and the CN, BNSF, CP and UP railroads as well as Metra. ICC coordination will be included as needed.
 - Provide ongoing design coordination of the Central Tri-State with involved agencies including IDOT, county, municipal, and transit agencies. This includes facilitating coordination with the IDOT Detour Committee, participating in agency standing meetings, facilitating coordination required for development and approval of interagency and conducting one-on-one working meetings to address agency-specific issues. For budgeting purposes, up to 20 agency coordination meetings are assumed during the contract duration.
 - Coordinate interface of Central Tri-State projects with construction programs of other agencies to identify and coordinate potential conflicts with Central Tri-State schedule.
 - 4) Coordination with regulatory agencies pertaining to permitting.
 - 5) Coordination of Intergovernmental Agreements and/ or permits with IDOT, Counties, Local Agencies, Airports and Railroads. The DCM shall be the main single point of contact

with the affected agencies and will track and ensure that all project related agreements and permits are secured for each construction contract. The DCM shall regularly meet with the affected agencies and coordinate project issues with the Tollway, DSEs and other affected parties. The DCM will provide information required for Intergovernmental Agreements. The DCM will draft required Railroad Agreements for use and review by the Tollway. Tracking logs will be developed and monitored for coordination and reporting purposes.

- B. <u>User Department:</u> Coordination with Tollway User Departments, including but not limited to, Executive Office, Toll Services, Maintenance and Traffic Operations and Business Systems. The DCM shall arrange and chair coordination meetings with the Tollway User Departments and shall provide DSEs with relevant information to ensure that bid documents address applicable requirements. This task includes outreach coordination and staffing meeting, and Tollway Chairman's workshops/quarterly meetings.
 - Prepare for and participate in monthly coordination meetings pertaining to the Central Tri-State with Tollway Executive Leadership during the contract duration. Effort includes preparation of meeting agendas, handouts, and associated supporting materials.
 - Prepare Central Tri-State Briefing Reports for Tollway Executive Leadership, officials, and stakeholders. Preparation of up to 6 Briefing Reports is assumed during the contract term.
 - Prepare for and participate in meetings with Tollway Departments and key technical staff pertaining to the Central Tri-State. This includes preparation of meeting agendas and materials, chairing coordination meetings, and soliciting required input to the design development process. Up to 6 meetings are assumed during the contract term.
- C. <u>Adjacent Contracts:</u> The DCM will coordinate with the South Access Study as it relates to improving traffic at the 95th Street interchange as well as coordination with the EOWA DCM at the tie-in with I-294.
- D. Public Coordination: Public Coordination services including, but not limited to, those associated with the project Local Advisory Committee. Coordination with project stakeholders including; airports, communities, business organizations, general public and other interested parties. The DCM scope of work includes coordination of public outreach meetings and regular agency coordination meetings, preparation of corridor exhibits and chairing meetings with interested parties as requested; preparation of project information that can be distributed to interested parties; participation in public meetings including providing project presentations; coordination with Tollway Communications Department and providing corridor information and exhibits; providing project presentations. The DCM will prepare exhibits and meet with Local Agencies and IDOT to discuss project impacts to Local and IDOT facilities (including cross road traffic and drainage impacts). The DCM will track and maintain a log of permits, agreements, etc. required from IDOT and Local Agencies, railroads and utilities.
 - The DCM will provide continued support for Central Tri-State public coordination efforts and will serve as the overall Central Tri-State Program Communications Liaison with the Tollway Communications Department.

- 2) Fact Sheets/Newsletters/Brochures: Assist the Tollway Communications Department with preparation of required public coordination materials such as project updates, eNewsletters, and fact sheets. Up to 12 such documents are anticipated.
- Local Advisory Committee (LAC: Prepare for and facilitate coordination with the LAC including: meeting logistics; preparing meeting agendas and presentation materials; chairing meetings as requested; preparing meeting summaries; facilitating ongoing coordination with LAC members. For budgeting purposes, up to 12 LAC Meetings are anticipated.
- 4) Elected Official Briefings/Mayor's Meetings: Prepare for and support meetings with elected officials including: preparing meeting agendas, handouts and presentation materials; providing support during meetings as requested; and preparing meeting summaries. Up to 30 such meetings are anticipated.
- Community Outreach: This includes the following effort for community outreach events: scheduling; meeting logistics; preparing meeting agendas and presentation materials; chairing meetings as requested; and preparing meeting summaries. Up to 10 such meetings are anticipated.
- 6) Site Tours Visits: Staff would be made available to support the Tollway Communications Department or host up to 5 site visits.
- 7) Miscellaneous Event Coordination: Staff would be made available to support the Tollway Communications Department in preparations for up to 2 special events for the Central Tri-State.
- Mailing List/Database/Sharepoint: Update the Central Tri-State project mailing list through the Tollway SubscriberMail system to facilitate email or mail communications. A Sharepoint site will also be maintained to facilitate the exchange of outreach materials with Tollway staff and contactors
- 9) Graphics Production: Prepare graphics (including video) and exhibits to support the Central Tri-State public coordination effort through the contract duration. It is assumed that up to 8 graphics will be developed.
- Media/Press Releases: Assist the Tollway Communications Department with preparation of materials for media kits and press releases. It is assumed that up to 6 press releases will be prepared during the contract duration.
- 11) Response to Public Comments: Assist the Tollway Communications and Engineering Departments with responses to public comments and requests for information. It is assumed that up to 50 responses will be prepared during the contract duration.
- Public Meetings: Prepare for and conduct Public Meetings with the public. For budgeting purposes, it is assumed that the meetings would be conducted in an open-house format, including, if requested, a court reporter. The DCM will be responsible for meeting logistics and advertisements, preparation of meeting exhibits and handouts, and preparation of PowerPoint presentation materials. It is assumed that up to 2 Public Meetings will be conducted.
- The DCM services and costs include the following reimbursable direct expenses related to the public involvement program: room rental; court reporter services; newsletter production and mailing; reproduction and display board production; meeting advertisement.

14. Administration:

Administrative support including, but not limited to, preparation of project correspondence, scheduling meetings, preparation of meeting agendas and meeting minutes, Web Based Management administration and communication.

15. Web Based Project Management:

The DCM will be required to utilize the Tollway's Web Based Project Management System for all official project communications.

- A. The DCM will support management of project documents through the Tollway's Web Based Project Management System. The DCM will check for user compliance with the work instructions and procedures relating to its use through periodic audits.
- B. The DCM will maintain the Central Tri-State project file management system, including SharePoint and ProjectWise. This management system is intended to facilitate sharing of information and collaboration amongst Central Tri-State DSEs/DURs and other involved parties. This effort includes obtaining documents and reference materials from DSEs, the Tollway, involved agencies, and others, and uploading and maintaining this information on the Central Tri-State SharePoint or Box or ProjectWise sites. While information will vary by design section and construction contract, it may include one or more of the following; Design-Phase submittals, Review Comments, Comment Dispositions, Barrier Warrant Analyses, CADD files, Meeting Minutes, Bid Documents, and Construction Addenda. This effort also includes posting and maintaining other pertinent corridor-wide information including the Central Tri-State Master Corridor Schedule, Central Tri-State Google Earth layers, Agency Standards, Agency Manuals, Contract Tracking Log, reference materials, contact lists, data sharing/file transfer portals, external meetings calendar and field work schedule.
- C. The DCM will maintain the Central Tri-State project library, including hard copies and CDs of project submittals and advertised plan sets.

B. CORRIDOR-WIDE DESIGN GUIDANCE AND COMPLIANCE MONITORING

The DCM will provide continuing Corridor-Wide Design Guidance and Compliance Monitoring support services for the Central Tri-State as required to facilitate corridor-wide design consistency, to facilitate compliance with project commitments, and to secure permits and agreements from involved agencies and parties.

1. Corridor Manual and Design Guidelines Updates

The DCM will maintain and update the Central Tri-State Corridor Manual throughout the contract duration. Electronically-based, the Central Tri-State Corridor Manual will provide Central Tri-State Project- Specific Procedures, Design Guidelines and other relevant information to be used by Central Tri-State DSE's/DUR's. The Corridor Manual contents will help facilitate consistency of design and design treatments and consistency of plan development throughout the Central Tri-State program. Additionally, information in the Corridor Manual will help facilitate fulfillment of environmental and other commitments by providing relevant information and procedures to Central Tri-State designers.

- A. The DCM will facilitate identification of lessons learned through the contract duration and prepare Lessons Learned documentation. The focus will be to identify potential improvements and efficiencies and to share them with follow-on designers and contractors. The Lessons Learned will be considered a living document.
- B. The DCM will maintain and update corridor-wide concept design for select elements of the Central Tri-State program as required to provide design guidance to individual DSE's. This effort will be focused on select design disciplines and elements as described below.
 - 1) Signing and Sign Fabrication Inventory Management: The DCM will maintain and periodically update a corridor-wide signing concept plan. This plan will provide required guidance to DSE's/DUR's related to interim and final signing plan requirements for the Central Tri-State. The DCM will also maintain and update a corridor-wide sign panel inventory and associated sign fabrication requirements and will facilitate related coordination with the Tollway Sign Fabrication Shop.
 - 2) Construction Staging/MOT: The DCM will maintain and periodically update Central Tri-State Construction Staging and Traffic Management concept exhibits. These exhibits are intended to facilitate management of traffic through the project during the construction phase, and facilitate coordination of construction staging between adjacent construction sections.
 - 3) Drainage: The DCM will maintain sub watershed drainage design awareness for key design criteria (including detention, water quality volume, compensatory storage, and major system elements) in order to support coordination of adjacent DSE contracts and to meet overall corridor design objectives. The DCM will provide corridor drainage concept design for select portions of the corridor as required to address key design issues prior to initiation of final design efforts. The DCM will issue and prepare corridor wide direction via updates of the Corridor Manual to DSEs for the purposes of communicating lessons learned or changes in corridor policy/direction.
 - 4) Earthwork Management: The DCM will maintain a Central Tri-State Earthwork Management program throughout the contract duration. This Central Tri-State Earthwork Management Program will be regularly updated based on earthwork estimates obtained from Central Tri-State DSEs following milestone plan submittals

- 5) Aesthetics: As a continuation of integration of the overall Central Tri-State aesthetic design concept into project design development process, the DCM will provide continued corridor-wide design guidance related to aesthetic design elements. The DCM will identify, document and develop aesthetic design concepts for the Central Tri-State corridor. This will include preparation of related drawings and rendering, as well as coordination and review with the Tollway and other involved stakeholders. Updated aesthetic design guidelines will be developed and provided to DSE's/DUR's, coordinated for approval as appropriate with involved agencies as part of the Central Tri-State design review coordination process and Intergovernmental Agreement process. Development of aesthetics design specifications.
- 6) 3-D Design implementation guidance: as this is new to the Tollway, the DCM will provide guidance and manual updates as needed to provide consistency in the information being delivered to the Tollway.
- C. <u>Stormwater BMP Guidelines:</u> The DCM will develop guidelines and standards for the corridor for temporary and permanent stormwater solutions.
- D. <u>Exceptions and Deviations Log</u>: corridor design criteria exceptions and Tollway standards design deviations logs will be reviewed and maintained by the DCM. The DCM will provide recommendations for acceptance of corridor criteria exceptions will be made to the Tollway for approval.

2. Permitting Support

The DCM will maintain a comprehensive inventory of required permits for the Central Tri-State including their required schedule, pre-requisites, and application content. The DCM will coordinate and review permitting requirements with assigned DSE's for individual construction contracts, and will serve as the point of contact for coordination with involved permitting agencies.

The DCM will prepare, support and facilitate processing of select regulatory permits. For budgeting purposes, it is assumed that responsibilities and procedures for securing required permits will be as follows.

- A. Section 404 Permit Application: The DCM will prepare and coordinate the Individual Section 404 permit and Section 401 Water Quality Certification for the Central Tri State. This will include ongoing coordination with the USACE, USFWS, USEPA, IHPA, IDNR and IEPA and other resource and regulatory agencies as required. Wetland impacts, both jurisdictional and isolated will be itemized and compensatory mitigation will be identified and coordinated. The permit application materials will also be in accordance with the Illinois Interagency Wetland Policy Act.
- B. Section 404 Permit Modifications: The DCM will facilitate and support implementation of the overall Central Tri-State 404 permit through the DCM contract duration. The primary mechanism will be the preparation of permit modification packages for each construction contract. The permit modification applications will contain the following information: a grading plan; soil/erosion control plan; drainage plan; Best Management Practices incorporated in the drainage plan; water quality volume calculations, wetland impacts; and preparation of the application narrative. This task includes DCM effort for the preparation and submission of approximately 8 permit modification applications, with the understanding that associate design plan details are to be provided by the responsible DSE/DUR.
- C. Section 404 Permit Compliance Tracking: The DCM will facilitate the preparation of various tracking logs, schedules and summaries to track the status of wetland impacts, waters impacts,

and water quality volume goals versus the originally reported impacts in the overall 404 permit application. This includes tracking this data by contract as well as by sub watershed for compliance monitoring. The DCM will also coordinate with the Tollway, their consultants, and USACE during the DCM contract duration with regard to the 3-year BMP Maintenance and Monitoring program. The DCM will provide background information, clarifications, and analysis of originally intended design versus observed conditions in the field. Up to 8 meetings are anticipated for this effort.

- D. Section 401 Water Quality Certification: The DCM will continue to evaluate each construction contract to confirm that appropriate conditions of the 401 certification are met. The DCM will provide the Tollway with required support for unforeseen issues associated with clarification of original 401 certification documents or additional background.
- E. DuPage County Stormwater Coordination: Per latest direction from DuPage County Stormwater, each contract need not be submitted for review. However, in select cases on projects where DuPage facilities are involved, the DCM will provide coordination with DuPage County to ensure that the intent of their stormwater ordinance is satisfied by the project. No permits will be required, but satisfying the intent of the ordinance is expected.
- F. Cook County Stormwater Coordination (via MWRDGC): On projects with Cook County jurisdiction, appropriate stormwater coordination with MWRDGC (ordinance authority) and Cook County will be initiated by the DCM to confirm that the intent of their stormwater ordinance is satisfied by the project. On Tollway led and administered projects, permits are required when providing new outfalls or modifying existing outfalls, and satisfying the intent of the ordinance is expected. On projects administered by Cook County or local agencies, permits may be required and the DCM will facilitate securing these permits with input from involved DSEs/DURs.
- G. Wetland Mitigation Permitting: The wetland mitigation will liely be outside the project area, therefore regulatory permitting is anticipated to include 404, 401, floodway construction permits. The DCM will assess permitting requirements and prepare/process required permit applications in coordination with the Tollway and will provide support for the identification and development of wetland mitigation site(s) as requested.
- H. Erosion Control: The DCM will coordinate with Tollway Environmental and involved EUR consultants regarding the review and approval of the soil erosion control plan for each construction project. Coordination will include discipline specific meetings (as needed) regarding erosion control throughout the design phase. It is assumed 8 meetings will be needed. For budgeting purposes, it is also assumed that the DCM will provide required support to resolve erosion control issues during construction. It is assumed that the DCM will participate in 10 meetings for this purpose. The results of the Erosion Control coordination activities will be utilized in ongoing 404 permit modification discussions to supplement information to the USACE regarding prevention of additional discharge of sediment to wetlands/waters.
- Updating Expiring Permits: During the period of the DCM contract, it is anticipated that the timeframes for some regulatory permits or their supporting information will expire and require renewal. The DCM will update expiring permits, estimated as 8 permits, during the contract performance period.
- J. Local Access Permits: The DCM will be responsible for coordination with DSEs to secure required local access permits related to field activities required during the design phase of contracts proposed for construction during the DCM contract performance period.

- K. 7460 Reviews: Airspace on and off airports is controlled by the Federal Aviation Administration (FAA). Each final design and construction package will require 7460 review to ensure air space compliance. The DCM will prepare and process the 7460 review packages which will include mapping, critical points with accompanying elevation and profile data, estimation of construction means and method and equipment usage, and the duration of construction. Involved DSE's/DUR's will be responsible for providing appropriate design plans and specifications to support the 7460 submittal requirements. Reviews will likely require corrective actions that would be coordinated with designers and contractors. It is assumed that up to 4 reviews will be required.
- L. Regulatory Coordination: Regular coordination will be required with resource agencies including establishing permit expectations including content, details of content, required analyses, review cycles, response to comments, negotiation of permit terms and conditions, follow-on implementation of mitigation and enforcement. It is assumed that up to 4 meetings per year will be required for initial consultation, follow-up meetings prior to submission of applications, review of application materials, post application follow up, permit negotiations, etc.
- M. Floodway Construction Permit: For budgeting purposes, it is assumed that the DCM will not be responsible for the preparation of floodway construction permits for the 10 proposed waterway crossings within the Central Tri-State improvement limits. It is assumed that these permits would be secured by DSEs for the Tollway. The DCM will provide support to the DSE's with respect to materials needed related to corridor design including background data and information, information from adjacent design sections, and participation in meetings or coordination activities with IDNR-OWR.
- N. Metropolitan Water Reclamation District of Greater Chicago MWRDGC Permitting: The DCM will coordinate, meet with MWRD, and prepare a detailed work plan for steps needed to secure appropriate MWRD permits.
- O. Permit Application Fees: Application fees for anticipated permits are included in the DCM contract as a reimbursable direct cost, with an assumed maximum budget of \$80,000.
- P. The DCM will provide oversight and check that DSE's prepare construction related National Pollutant Discharge Elimination System (NPDES) permits inclusive of Notice of Intents (NOI's) and stormwater pollution prevention plans (SWPPP's), and that they are appropriately filed with the Illinois Environmental Protection Agency.
- Q. The DCM will coordinate with the DSE and contractors with regard to required construction/contractor related permits. For budgeting purposes, it is assumed that effort will consist of the following: air quality permits for up to 4 concrete or mixing plants; air quality permits for up to 8 fuel storage facilities (above ground); coordination of the safe removal and disposal of special waste discoveries that were not predetermined, assumed as up to 8 events; and other permits of a undefined nature.
- R. Landscaping Coordination: The DCM will provide guidance for landscaping which will include incorporating the Tollway's Tree Master Planning document and FAA seed mixes and other items as they arise.

3. Agreements Support

The DCM will track and maintain a comprehensive inventory of required agreements for the overall Central Tri-State including their schedule, purpose, associated costs, and steps to completion. The DCM will prepare, coordinate and review required interagency agreements with the Tollway and develop content based on coordination with assigned DSE's/DUR's for individual construction contracts.

- A. The DCM will support the Tollway with the preparation of intergovernmental agreements (IGA) for the Central Tri-State, including railroads, utilities, municipalities, counties, special districts and regulatory agencies. For budgeting purposes, the following responsibilities are assumed for the preparation of interagency agreements:
 - Construction Contract IGAs: The DCM will support the Tollway in the requirements,
 preparation and coordination of IGAs required for individual Central Tri-State construction
 contracts. These multi-party agreements include IDOT, municipalities, townships,
 counties, and/or special districts. The DCM will coordinate IGA details including
 responsibilities for design, engineering, public utilities, land acquisition, costs (including
 requested enhancements), and maintenance and jurisdiction. The DCM will prepare
 related IGA exhibits.
 - Land Conveyance IGAs: The DCM will support the Tollway in the requirements,
 preparation and coordination of IGAs required for land conveyance along the Central
 Tri-State corridor. This includes land conveyance from agencies to the Tollway required
 for construction of the project and land conveyance to agencies from the Tollway as part
 of their ultimate maintenance and jurisdictional responsibilities.
- B. Railroads: The DCM will support the Tollway in the preparation negotiations of interagency agreements for improvements involving railroad facilities. Agreements are anticipated with the CN, BNSF, IC and UP railroad regarding construction phasing involving their facilities, use of land, transfer of land, working arrangement for engineering services, installation of structures and bridges. It is assumed that 4 master agreements and up to 4 topical agreements and/or permits will be required. The DCM will also prepare and support the Illinois Commerce Commission petition process for railroad involvement improvements, which includes an estimated 12 petitions. Anticipated railroad reimbursement cost, estimated at \$40,000 per structure are included in this contract as a reimbursable direct expense, and are anticipated to cover the following railroad reimbursable cost: start-up costs (memorandum of understanding negotiations); land acquisition negotiations and review; public project review (covering costs of railroad engineering review through design and construction); general coordination (construction contract agreements meetings, etc.). These direct costs do not include the following: potential signal design, any railroad force account work for railroad construction activities (i.e., track or signal construction) or any required flagging services required for the construction activities on or adjacent to live tracks.
- C. Regulatory Agencies: The DCM will support the Tollway with preparation of required agreements with regulatory agencies, anticipated to consist of agreements with the USACOE, IDNR, and IEPA.
- D. Agreements to be secured by Others. It is anticipated that agreements will be required with various other parties, such as private utilities. For budgeting purposes, it is assumed that the DCM will not be responsible for the preparation of these agreements, and that they will be secured in a timely manner by the Tollway and/or Tollway PMO; however data required to draft these agreements will be provided and/or reviewed by the DCM.

- E. Cost Tracking: The DCM will track, coordinate, and finalize cost responsibilities for design elements requested by local agencies (upgrades) as defined in the interagency agreements through coordination with the appropriate requesting agencies and the involved Tollway DSE and CM. The IGA related costs will be tracked as part of the overall Central Tri-State program budget.
- F. Mapping: The DCM will maintain corridor-wide GIS exhibits depicting maintenance and jurisdiction responsibilities including roadways, structures, drainage, ITS, lighting, signals, etc. for the overall Central Tri-State project area. The DCM will also maintain right-of-way exhibits in GIS that show the proposed Tollway right-of-way and required land conveyance based upon the jurisdiction and maintenance responsibilities.

C. DESIGN SECTION ENGINEERING

The scope of work includes providing Design Section Engineering (DSE) Services for preliminary, pre-final and final design engineering for the Tri- State (I-294) in accordance with the Tollway's Design Section Engineer's Manual, dated March 2017, as amended by the Tollway, and as otherwise noted below, to include, but not be limited to, the following:

1. General Assumptions

The scope of work is for the development of a concept verification report, contract plans, specifications and estimates for reconstructing the existing eight lanes of pavement and repairs to the existing bridges on the Tri-State Tollway (I-294) from MP 27.8 (Ogden Avenue) to MP 29.1 (Cermak Road) for a project length of 6,865 LF, as stated and estimated in the "Move Illinois Program:, dated August 2011.

- The scope of work is based on the Move Illinois Program to reconstruct in kind, however efforts will be made to address the known drainage issues in the area.
- Concept level plans will be provided by the Illinois Tollway from the previous Master Plan phase. A Revision to the Master Plan in not anticipated and therefore not included in this scope of work
- The Pre-Concept plans and documents will be verified by the DSE and a Concept Verification Report will be developed by the DSE for Approval by the Illinois Tollway. Additional work will include barrier warrant analysis and verification of BCRs and TS&Ls (as needed) for bridges within the section.
- Preliminary (60%), Pre-Final (95%) and Final (100%) submittals will be prepared for up to 2 construction contracts.
- Up to 4 construction bid packages will be developed. The mainline pavement is anticipated to be reconstructed in separate northbound and southbound construction packages but some advanced work may be needed to accommodate maintenance of traffic.
- Tollway Contract RR-13-4117 will be reconstructing the East-West Connector ramps between I-88 and I-294 in 2018. The limits of improvement for the ramps are anticipated to be Ramp M Sta. 25+44 and Ramp N 715+02.25. The ramps will be reconstructed as a single lift continuously reinforced PCC pavement (9.5").
- The scope of work and design effort is based on a planning construction cost estimate of \$31,000,000.00 for the limits of the improvement.
- All design work is expected to be complete by spring of 2019 but it is the Tollway's intent to begin separate construction contracts as soon as possible. A

detailed Design and Construction schedule will be developed upon NTP of the contract in coordination with the Illinois Tollway and Program Management Office.

- Utility coordination is included to apprise the Tollway of conflicts and to communicate the proposed construction impacts as well as locations that will not be impacted by proposed construction that may be suitable for utility relocation. Utility coordination will be limited transverse utility conflicts within the improvement section, as there is no anticipated pavement widening within the limits of improvement.
- Phase II Environmental Site Assessments will be completed for PIPs located within project limits and form LPC (662 or 663) will be provided.
- Support for environmental permit applications are limited to the following agencies USACE, USFWS, USEPA, IDNR, IHPA, IEPA, and others as required. Actual applications will be submitted by the Tollway.
- Hours have been included in the cross section estimate to quantify suitable/unsuitable soils within the existing pavement section for the limits of improvement..
- Electronic files in PDF and raw file formats (CAD, survey files, modeling software, spreadsheets) from the Master Plan and Concept Drainage Study will be provided by the Tollway.
- Off-site drainage currently connecting to or through the I-294 drainage system will be maintained.
- There are 3 cross-road culverts (60", 54" and 42") included in the drainage design. There are
 no box culverts within the project limits. It is anticipated that these cross-road culverts will be
 maintained, as no widening is anticipated with the limits of improvement.
- The Tollway will provide hydraulic models, including FEMA regulatory models, for the cross road culverts where applicable, and the DSE will update the models to reflect the proposed conditions for permitting and waterway information tables.
- The existing median storm sewer system will be removed and redesigned.
 The storm sewer system(s) will be coordinated with the detention requirements throughout the project and analyzed with additional hydrograph methods for detention purposes.
- Floodplain/floodway impacts (fill and excavation) are not anticipated for the scope of improvements within the limits of this section for the removal and replacement of the pavement, therefore it not included in this scope of work.
- Wetland mitigation is assumed to be accomplished through wetland banking. Design of wetlands is excluded.

- It is assumed there will be three submittals of the Barrier Warrant Analysis.
- The existing drainage plans will be taken from historical contract documents from previous improvements within the limits of this improvement.
- All CADD work will be performed with the use of MicroStation VS.
 Geopak design software will be used as the designpackage.
- Quantity calculations will not be performed on a sheet by sheet basis or reference specific contract drawing numbers.
- Proposed drainage plans will be based on reconstructing the 8 lane pavement with no widening
- The DSE will assist the Tollway and DCM in preparing exhibits and providing data for stakeholder and outreach purposes.
- The following items are expressly excluded from the scope of work:
 - Analysis of other drainage alternatives is not included in this scope of work.
 - All work related to endangered species including Special Provisions for transplantation and or staging is not anticipated and therefore not included in this scope of work.
 - o Traffic capacity analysis is not included in this scope of work.
 - Impact 4(f)) properties is not anticipated within the limits of this project and therefore
 Design, permitting, and coordination with 4f properties is not include in this scope of work.
 - The noise analysis for the design section will be provided by the DCM.
 - An Environmental Studies Inventory Sheet (ESIS) Part 1, Noise Report and draft Agency Coordination Report (ACR) have been conducted by others during the Master Plan Phase. Separate independent analyses of the above are excluded.
 - Design of future bikeways and/or trails along crossroads is excluded.
 - o Pavement design is excluded
 - Intersection Design Studies (IDS) are excluded
 - Separate right-of-way and easement sheets are excluded. Right-of-way and easements will be shown on roadway plan sheets.
- Compensatory storage is expected to be used for mitigating floodplain impacts. Work related to CLOMR (Conditional Letter of Map Revisions) and LOMR (Letter of Map Revisions) is excluded.

2. Consultant Services

The scope of work as described herein defines the work activities, deliverables, standards, criteria and provides a basis from which the consultant services are budgeted. Changes in the described scope shall constitute a change in the Consultant's contract.

Task 1: Concept Verification Report

This is the initial stage of design work and advances the level of design and detail developed in the Master Planning Phase. As part of the development of the report the DSE will confirm and concur with the following or provide recommendations for proceeding during preliminary design:

- a) Scope of Work
- b) Construction contract schedules
- c) Easement requirements
- d) Construction contract packaging
- e) Cost estimates

Further the report verifies that the Master Plan document is in compliance with design parameters and criteria. The report will include an executive summary that describes the project purpose and objectives, the location and limits, and a description of proposed work and major project elements. The report will include sections for each design discipline, construction commentary with verification of the concept construction schedule, construction cost and packaging discussion, and contain an appendix with plan exhibits of the basic major project elements. The concept verification report will be used by the DSE to verify the concept design provided by the Tollway Master Plan. A full 30% submittal will not be provided to the Tollway as part of this scope but will include roadway plan and profile sheets, cross sections, typical sections, maintenance of traffic plan sheets, drainage plan sheets, and erosion control plan sheets with Best Management Practice (BMP) concept, and an environmental summary as needed to verify and document any changes needed to move forward with preliminary design. One Concept Verification Report will be developed that describes up to 4 construction bid packages. The Concept Verification Report will be based on the reconstruction of the existing 8 lanes of pavement within this section and does not include and reconstruction and/or widening beyond what was estimated and include in the "Move Illinois Program", date August 2011.

Task 2: External Meetings

Meetings will be held with the Tollway, IDOT, municipalities, and Cook and DuPage Counties, and other agencies as applicable for the purpose of coordinating and resolving issues related to the successful completion of the final plans. This task also includes assistance in the bidding and contracting processes. The DSE team will participate in plan review meetings, monthly book meetings, design coordination meetings, pre-bid meetings for each of the 4 assumed contracts. Meeting minutes and a response to questions will be prepared. Bid evaluation will include review of contractor qualifications, cost analysis, and recommendation of contract award.

Task 3: Drainage

AECOM will perform storm water facility design. Storm sewers locations will be added to the roadway crosssections. In is anticipated the minimal foreslope restoration and ditch regrading will be required as no pavement widening is anticipated within the limits of this section. Storm water BMPs in the form of bioswales will be designed to meet proposed flows and incorporated into the plans.

A SWPPP will also be developed, as well as supporting documentation for a Cook County and DuPage County Storm water permit.

Task 4: Roadway Plan & Profile

Existing topographic features will be shown within the plan coverage area. The roadway plan sheets will include existing utilities, existing and proposed pavement, shoulder, guardrail, curbing, fencing, ROW and easement limits. Proposed sign trusses, bridges, box culverts, and environmental resources subject to regulatory requirements will be shown in outline form. Major geometric control points and soil boring locations will also be shown in plan. Vertical curve data will include length of curve, offset to external tangent, "K" factor, gradients, beginning and ending stations and point of vertical intersection. Existing and proposed roadway profile elevations will be shown at 50-foot intervals.

Task 6: Maintenance of Traffic (MOT)

Plan sheets and MOT sheets will be 1" = 50' scale when printed full size. These drawings will show the traffic flow patterns, temporary pavement markings, number of lanes, lane widths, and include the additional signage and modifications to existing signage. MOT typical sections and plans shall be provided for each construction stage. The plans will define the work areas and provide sufficient area to accomplish the work intended with minimal traffic interference. It is assumed there will be 2 major stages for mainline construction. It is also assumed that the pavement will be jointed PCC.

Task 7: Cost Estimate

Cost estimates will be developed by for 60% Preliminary Design, 95% Pre-Final Design, and Final Bid document submittals.

Task 8: Utility Coordination

Relevant utility companies within the construction limits shall be identified. This project will incorporate subsurface utility explorations as provided by the Tollway. A separate Tollway consultant will perform and certify the subsurface utility exploration work. The DSE will track utility conflicts and submit a weekly update of the utility status report to the Tollway. A Utility Matrix will be maintained and included in each construction package.

Task 9: Noise Walls

It is anticipated that only minor repairs are necessary for the existing Noise Walls. Details will be prepared which outline the recommended repairs.

Task 10: Bridges

It is anticipated that there will be 4 bridge repairs and 2 bridge reconstructions (267 and 268). Development of TS&L plans and contract plans for the 2 reconstructed bridges is included in this scope of work. It is assumed Bridge Condition Reports have been completed in the planning phase and are not required in this

scope of work. Formal bridge inspections are excluded. The design will be in accordance with the latest edition of the AASHTO "LRFD Bridge Design Specifications" except as modified by the IDOT Bridge Manual.

Task 11: Retaining Walls

It is anticipated that only minor repairs are necessary for the existing Retaining Walls. Details will be developed which outline the necessary repairs.

Task 12: Noise Analyses

It is assumed that Traffic Noise analysis and proposed noise wall locations, if any were completed in the Master Plan. Noise analysis will be performed by the DCM.

Task 13: Cross Sections

Existing and proposed drainage structures, existing ditches, existing flow lines, existing retaining walls and existing right-of-way will be shown. In addition, time has been included for adding suitable/unsuitable soil information to the cross sections. Staged cross sections are excluded.

Task 14: Erosion Control Plans

Erosion control plan sheets will correspond to each MOT stage. The plans will show ditches and drainage structures and depict erosion control devices and limits of disturbance for each stage of the work.

Task 15: General Notes/Roadway Details/Typical Sections

General Notes, Roadway Construction Details, Typical Sections, Alignment and Ties, Schedules, Index, and Title sheets for the 4 anticipated construction contracts are assumed for this section of improvements.

General Notes will address items that warrant special attention and will include the Tollway standard notes and other items developed specific to the construction contract.

Roadway Construction Details will be provided for pay items not covered by a Tollway Standard Drawing or IDOT Highway Standard or require modifications to the standards.

Typical Sections will be provided for existing and proposed mainline, ramps and cross roads for typical roadway configurations. Typical Sections will face looking up-station and include a legend, cross slopes, and horizontal dimensions to key section elements. Typical sections will show details and dimensions for pavements, subbases, subgrade treatments, underdrains, shoulders, gutters, medians, ditches, foreslopes, backslopes, retaining walls, noise walls and right-of-way.

Alignment and Ties drawings will show benchmarks and existing and proposed centerlines and base lines necessary to establish the project stationing. Curve data for existing and/or proposed curves will be listed with superelevation rates and design speed.

Schedules will not include all pay items. Only pay items that are spread out over the project are required for the schedule. Items to be included in the schedules include earthwork, pavement removals, proposed

pavement, subgrade aggregate, temporary concrete barrier, pavement markings, tree removal, fence removal, and erosion control items.

Task 16: Signing Plans

The Signing Plans will show the location of proposed overhead, cantilever, bridge-mounted and ground-mounted signs. Proposed mainline signs are assumed to be high reflective and will not require lighting. Separate plan sheets will show the proposed work for existing signs. Sign panel detail sheets are included to specify the color, lettering sizes and spacing, orientation and dimensions of the proposed signs. Overhead signs will be shown on separate sheets with an elevation view showing the pavement cross section. Critical pavement and ground elevations will be shown on these elevation views along with the location of sign panels relative to traffic lanes and supports as well as the location and elevations of sign foundations.

Task 17: Special Provisions

The Special Provisions indicate directions, and requirements that supplement the Standard Specifications. IDOT Bureau of Design and Environment Special Provisions, IDOT District 1 Special Provisions, and IDOT Guide Bridge Special Provisions will also be included for cross road items of work not covered by the Standard Specifications. Penalty items and Incentive Pay Items will be included on the Schedule of Prices (P-Pages).

Task 18: Removal plans

Removal items and associated limits will be identified within the project limits.

Task 19: Barrier Warrants

The Barrier Warrant Analysis is used to evaluate existing and proposed roadside fixed objects and slope features along the segment. Potential obstacles may include embankments, sign supports, bridge piers, parapets, abutments, noise abatement walls, large drainage structures, light poles and ITS devices. It is anticipated that a concept review meeting will be necessary to review the concept barrier warrants completed under a previous contract by others. The barrier warrant analysis will follow the usual plan submittal requirements. Preliminary, Pre-Final and Final Submittals of the document are included in this item.

Task 20: Constructability Review

Constructability reviews will be performed in advance of each plan submittal for each construction package. These reviews of project documentation, specifications and contract plans will be performed by senior personnel with direct construction experience. The objective will be to identify issues that could potentially lead to project delays and potential change orders. The review will examine construction contract packaging, utilities, need for multiple contractor coordination, staging, construction access, development of progress schedules for construction activities, impacts on traffic and toll operations, and impacts to local crossroads. The progress schedules will be completed for each separate construction contract and will identify the major controlling items of work. The logic, sequence, and duration of work items will be shown. Holiday periods will be shown on the schedule due to the importance of minimizing delays to motorists over

the high traffic periods. Maintenance of Traffic and Erosion Control will be shown continuous through the holiday periods. Constructability Review findings will be summarized and communicated to the Project Manager for discussion with the project team.

Task 21: Quantities

Quantities will be summarized in tabular format sorted by pay item code. Pay items that require a special provision will be indicated with an asterisk. Penalty items and Incentive Pay Items will not be shown on the Summary of Quantity sheets. A separate quantity calculation will be developed for each pay item.

Task 22: Pavement Elevations/Jointing

Plan sheets will show centerlines, stationing and dimensions and include proposed transverse contraction joints, sawed longitudinal joints, and edges of pavement. Elevations will be shown at 50-foot intervals for proposed top of concrete pavement along longitudinal joints and edges of pavement. It is assumed jointing and pavement elevations will be show on in the ramp gore areas along the mainline. Controlling elevations for pavement gore areas will also be shown.

Task 23: Pavement Markings

Permanent Pavement Marking Plans for the I-294 mainline and ramps within the segment. The size type and spacing of pavement marking will be indicated. Pavement Markings are anticipated to be shown on the Signing Plans.

Task 24: Grading/Site Plans

It is not anticipated that grading beyond the foreslope will be required for the reconstruction of the existing pavement as no widening is anticipated within the section of improvement.

Task 25: Site Visits

The DSE Team will conduct site reconnaissance visits to verify existing conditions along the I-294 and crossroads.

Task 26: Environmental Coordination

1.0 Floodplains/Floodways

According to data acquired from the Federal Emergency Management Agency (FEMA), designated 100-year floodplains and floodways are present within the segment.

2.0 Water Quality

The Project is within the Salt Creek Watershed with a stream and tributary crossings. The 404 Permit with 401 Water Quality Certification will address water quality impacts during construction within the segment, and NPDES permitting will address stormwater impacts during construction. Locations of wells and surface water bodies will be identified on exhibits and a report compiled to document potential water quality issues such as protection of wellhead areas and groundwater used for potable purposes, The DSE will prepare the required permits for water quality and conduct the necessary agency coordination regarding water quality.

3.0 Permits and Agency Coordination

3.1 Permits

The DSE will prepare information as needed in support of an Erosion Control Review of the erosion control plan

3.2 Agency Coordination

The DSE will coordinate with the federal, state, and local resource agencies that have jurisdiction and regulatory authority when determining environmental impacts and mitigation efforts due to the proposed project. The DSE will coordinate these efforts through the Tollway and will assist in the preparation of letters, meeting minutes, and the necessary materials in order to complete the coordination.

Coordination meetings are planned in this task with the following agencies to communicate project improvements and impacts to the communities and receive comments related to the design elements of the project.

- IDNR
- USACE
- USFWS
- USEPA
- Illinois Environmental Protection Agency
- Illinois Historic Preservation Agency
- IDOT District 1
- Forest Preserve District of Cook County and DuPage County
- Archdiocese of Chicago
- Cook County
- DuPage County
- IDOT Bridge Office

Task 27: Intergovernmental Agreements

The DSE will assist the Tollway in preparing up to 3 Intergovernmental Agreements. The DSE will provide narratives for the project purpose, project benefits, key project features and construction cost estimates for purposes of cost sharing between agencies.

Task 28: Box Culverts

Not included in scope of work.

Task 29: Toll Plaza Structures

Not included in scope of work.

Task 30: Miscellaneous Structures (Sign Structures)

This work includes application of Tollway standards for proposed Sign Structures and foundations for the 5 overhead and 1 cantilever sign structures

Task 31: ITS and Fiber Optic

There are 5 VDS, 3 CCTV and 1 DMS (including controller cabinet) located within the project limits. Only replacement of the existing DMS (and controller cabinet) is included in the scope of work.

Task 32: Geotechnical

Geotechnical investigation as part of this project will be in accordance with the Tollway's Geotechnical Manual dated March 2017. In summary of the anticipated geotechnical investigation requirements:

Subgrade borings will be drilled for mainline and interchange ramps. The soil borings for the mainline will be made at 150 foot intervals alternating between the northbound and southbound direction of traffic. Borings for the interchange ramps at Ogden Avenue, I-88 and Cermak Road will be spaced 300 feet apart.

Based on the guidelines from the Geotechnical Manual it is anticipated that the following number of borings will be required for this project:

Element	Est. Number/Length of Elements	Borings Per Element	Total Borings
Subgrade - Mainline	6,865 feet	150 ft. spacing	46
Subgrade – Ramps	1,000 feet	300 ft. spacing	4

Task 33: Project Management & Administration

This task includes project communications using Tollway's Web Based Project Management System, preparation of progress and staffing reports, and a monthly narrative submitted with the consultant invoice. The DSE will use a cost monitoring system, task work plan, project schedule and progress charts developed for subtasks. AECOM's Project Manager will monitor staff, subconsultant contracts and performance during the course of the project. AECOM's Project Manager will manage and coordinate subconsultant work activities including work progress, schedule and budget.

Task 34: Quality Plan

AECOM will prepare a Quality Plan at the commencement of the project which will provide the guidelines and requirements for quality control reviews for the designated submittals: preliminary (60%), pre-final (95%) and final for up to 2 PS&E (plans, specifications and

estimate) packages. The Quality Plan will be developed in accordance with the Guidelines for Design Section Engineer's Quality Program on the web-based project management (WBPM) system. Quality reviews are included in the project schedule at each level of submittal. Quality reviews will be performed by senior discipline technical staff with comments and edits incorporated into the submittals prior to submittal. The Quality Plan will establish the schedule and timetable for technical and management reviews, assign review responsibilities and checking procedures, and include a listing of technical deliverables. The DSE will retain documentation related to the quality reviews.

The Quality Manager will provide assurance that the quality procedures instituted by The DSE and subconsultants are followed.

Task 35: Advance Work Engineering and Technical Studies

The scope of work includes providing DSE Services for project required design section engineering and studies as requested by the Tollway in accordance with the Tollway's Design Section Engineer's Manual, dated March 2017. Such work may include:

- A. Watermain Relocation Design at the Mile Long Bridge (Construction cost estimate = \$2,500,000)
- B. Utility Design for the Burlington Northern Santa Fe (BNSF) Railroad (Construction cost estimate = \$2,500,000)
- C. Interim Corridor Rehabilitation for 2018 and 2019 (Construction cost estimate = \$2,230,000)

Based on the anticipated schedule for the corridor improvements, many of the bridges within the corridor are slated to require some repairs prior to the reconstruction projects. Below is a summary of the bridges that are anticipated for 2018 repairs:

Bridge Number	Bridge Description
171	I-294 over 87th Street
173	I-294 over Roberts Road
177	88th Ave. over I-294
179	IL 171 (Archer Ave.) over I-294
181	IL 171 (Archer Ave.) over I-294
183	Tri-State (I-294/I-80) over LaGrange Rd
184	Tri-State (I-294/I-80) over LaGrange Rd
189	I-294 over I-55 (Stevenson Expressway)
190	I-294 over I-55 (Stevenson Expressway)
193	I-294 over Wolf Road
195	I-294 over Joliet Road
196	I-294 over Joliet Road
206	I-294 over Roosevelt Rd. (IL 38)
207	I-294 over Roosevelt Road Ramp A

208	I-294 over Roosevelt Road Ramp A
209CD	I-294 over I-294 CD Road at I-88
211	I-294 over Butterfield Rd. (IL 56)
212	I-294 over Butterfield Rd. (IL 56)
219	I-294 over Illinois Central/Canadian National RR (CN RR)
220	I-294 over Illinois Central/Canadian National RR (CN RR)
221	I-294 over I-290 (Eisenhower/Lake St. Extension)
222	I-294 over I-290 (Eisenhower/Lake St. Extension)

The scope of work and level of effort will be developed/determined for each task upon request for review and approval by the Project Manager before each task begins.

D. REQUIRED SUBMITTAL TO THE AUTHORITY

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

A. OTHER SERVICES AND SUBMITIALS REQUIRED:

- 1. Preparation of concept verification report, preliminary, pre-final and final contract documents, special provisions, design and quantity calculations and construction schedule to be reviewed by the Tollway.
- The DSE shall coordinate and incorporate all requirements of other design contracts impacting this project, if any. The DSE shall meet with other DSEs as often as required to insure the final contract documents of all contracts relating to the limits are coordinated.
- 3. Maintenance of traffic and construction staging.
- 4. Final construction cost estimates will be developed by the DSE.
- 5. All other submittals as required in the DSE Manual.
- 6. The DSE shall utilize new tollway stationing. Stationing of existing appurtenances shall be approximated from existing stationing and digital ortho imagery information.
- 7. Analysis and recommendations shall be made for bridge repairs or reconstruction. Bridge Condition Reports shall contain life cycle cost analyses. The life cycle cost analysis (LCCA) shall be performed in accordance with procedures outlined in Publication No. FHWA-SA-98-079. The analysis shall use the following: Nominal discount rate of 6 %; inflation rate of 5 %; life of new bridge deck equal to 50 years; a new bridge deck will be overlaid after 25 years of service, life of new bridge substructure shall be 100 years; and utilize typical unit prices developed by the Tollway.
- Coordinate with the Tollway Project Manager on sending individual letters to municipal, township, county
 and railroad officials with jurisdictional boundaries adjacent to the study area. Allow interested officials to
 review concepts under Tollway consideration and comment on community issues of concern or support.
- Coordinate with the Tollway Project Manager, and the Tollway's Planning Division on meeting with individual
 property owners, neighborhood groups and their local officials as required to address their questions or
 concerns regarding indirect project impacts.
- 10. Submit DSE Quality Management Plan within 14 days of Notice to Proceed.

E. ITEMS TO BE FURNISHED TO THE DESIGN SECTION ENGINEER

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

- 1. It shall be the responsibility of the DSE to select the applicable reduced record drawings from the Tollway's website at www.illinoisvirtualtollway.com or from IDOT or Local Agency.
- 2. The Tollway's biennial structural inspection report of the bridges within the project limits.
- 3. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.
- 4. Copies of Illinois Tollway Standard Specifications, Standard Drawings, and Design Manual can be obtained from the Tollway's website at www.illinoistollway.com.
- 5. Copy of Illinois Tollway Railroad agreements (as required)
- 6. Copy of Bridge Condition Reports (as required)
- 7. Maintenance Section Reports

PROJECT SCHEDULE

DSE Services Contract No. I-17-4265

Tri-State Tollway

Tri-State Tollway (I-294) from MP 27.8 (Ogden Avenue) to MP 29.1 (Cermak Road)

- 1. Scoping Meeting March 3, 2017
- 2. Design Scope Submittal March 3, 2017
- 3. Design Scope Approval March 10, 2017
- 4. Notice to Proceed 5/1/2017
- 5. Project Kick-Off Meeting 5/8/2017
- 6. Preliminary Submittal
- 7. Pre-final Submittal
- 8. Final Submittal
- 9. Advertise
- 10. Bid Opening
- 11. Board Award
- 13. Construction Start Date

Dates for Items 6 through 13 will be determined at the project kick-off meeting.

RR-16-4265

EXHIBIT G

Current Obligations of Work for the Illinois State Tollway Highway Authority

AECOM Technical Services, Inc. (Name of Your Firm)

Your firm as Prime Consultant

	>18 Months	Constr. (000's)		
<u>nts</u>	>18 N	Design (000's)		
out Subconsulta	onths	Constr. (000's)		
Fee Remaining without Subconsultants	7-18 Months	Design (000's)		
	nths	Constr. (000's)		·
	0-6 Mc	Design (000's) Cons	\$3,714 14	\$3,714
	Total Design	(000's)	\$85,632	(enter here & table on Page 3)
	94 930	TOB INC.	10-1	Total as Prime:

Exhibit G - Page 1 of 5

RR-16-4265

EXHIBIT G

Current Obligations of Work for the Illinois State Tollway Highway Authority

AECOM Technical Services, Inc. (Name of Your Firm)

Your firm as Subconsultant:

	>18 Months	Constr. (000's)	0	
	>18 N	Design (000's)	0	
Fee Remaining	7-18 Months	Constr. (000's)	0	
Fee Re	7-18 N	Design (000's)	0	
	0-6 Months	Constr. (000's)	0	
	W 9-0	Design (000's)	0	
Total Project Fee		(000,8)	o	(enter here & table on Page 4)
PSB No.			11-3	(enter here &
Consultant You	Subscribested to	Subcontracted to	CH2M Hill, Inc.	Total as Subconsultant:

Exhibit G - Page 2 of 5

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EXHIBIT "1" Page **318** of **636**

EXHIBIT G

Current Obligations Of Work By Your Transportation Staff For Other Than The Illinois State Toll Highway Authority

AECOM Technical Services, Inc.

(Name of your Firm)

			Fee Remaining To Be Earned					
	Total AGR	0-6 Months 7-18 Months			>18 Months			
	Amount (000's)	Design (000's)	Constr. (000's)	Design (000's)	Constr. (000's)	Design (000's)	Constr. (000's)	
City of Chicago	114,149	7,784	1,025	4,292	612	1,431	204	
Illinois Department of Transportation	137,368	3,807	900	1,890	0	1,960	0	
All Other Work (Public & Private)	61,030	6,633	734	4,716	417	6,065	139	
Total Non-IS (enter here & on ta		18,224	2,659	10,898	1,029	9,456	343	

of the standard stand

Summary of Work

Totals For Firm	0-6 M	lonths	7-18 N	Months	>18 M	onths
	Design (000's)	Constr. (000's)	Design (000's)	Constr. (000's)	Design (000's)	Constr. (000's)
Total As Prime						
Total As Subconsultant	550	100	580	100	0	0
Total For Non-ISTHA	17,674	2,559	10,318	929	9,456	343
Total	18,224	2,659	10,898	1,029	9,456	343

Exhibit G - Page 3 of 5

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EXHIBIT G

Current Obligations that Your Firm Has Subcontracted for The Illinois State Toll Highway Authority

AECOM Technical Services, Inc.

(Name of your Firm)

Subcontract Fee is the total Subconsultant fee negotiated in a subcontract and includes all additional Subconsultant fees in supplements and Extra Work Orders.

Fee Remaining to be earned is the "Subcontract Fee" less:
(1) The fee billed to your firm and,
(2) The actual and estimated fee for work completed subsequent to the last submitted invoice up to the date of issuance of this Bulletin.

	-					Fee Remaining	Fee Remaining To Be Earned		
PSB Item #	g #	Name of Subconsultant	-dag	₩ 9-0	0-6 Months	7-18 M	7-18 Months	>18 Months	onths
			contract Fee (000's)	Design (000's)	Constr. (000's)	Design (000's)	Constr. (000's)	Design (000's)	Constr. (000's)
10-1	RR-10-9973	SpannTech	\$5,983	\$250					
10-1	RR-10-9973	SE3	\$6,075	055\$					
10-1	RR-10-9973	PMCS	\$2,371	\$125					
10-1	RR-10-9973	980	\$1,737	\$117					
10-1	RR-10-9973	Stevenson Crane	\$93	0\$					
10-1	RR-10-9973	Wang	14\$	0\$					
10-1	RR-10-9973	Construction Cost	1\$	\$1					
10-1	RR-10-9973	TranSmart	\$1	\$1					
10-1	RR-10-9973	APS	\$534	\$124					

Exhibit C - Page 4 of 5

Exhibit C - Page 5 of 5

RR-16-4265

Contract No.:	RR-16-4265	Consultant:

uitant:	AECOM Technical Services, Inc.
untant:	AECOIN Technical Services, Inc.

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	2iM Group, LLC			6	Panacea Group, LLC.			
•	Direct Labor	\$ 491,504.44			Direct Labor	\$ 159,740.00		
	Direct Costs	\$ 3,398.06			Direct Costs	\$ 5,227.50		
	Services by Others				Services by Others	<u>s - </u>		
	Additional Services **				Additional Services **	\$ -		
	Total this Subconsultant (ULC)		\$ 494,902.50		Total this Subconsultant (ULC)		\$	164,967.50
2	American Survey & Engineering, P.C.			7	Program Management & Control System	ns, LLC.		
	Direct Labor	\$ 966,664.89			Direct Labor	\$ 1,648,306.30		
	Direct Costs	\$ 23,140.11			Direct Costs	\$ 1,368.70		
	Services by Others				Services by Others	\$ -		
	Additional Services **				Additional Services **	<u> </u>		
	Total this Subconsultant (ULC)	-	\$ 989,805.00		Total this Subconsultant (ULC)		\$	1,649,675.00
3	Construction Cost Systems, Internation	al, Inc.		8	R&G Engineering, Inc.			
	Direct Labor	\$ 319,872.00			Direct Labor	\$ 658,189.84		
	Direct Costs	\$ 10,063.00			Direct Costs	\$ 1,680.16		
	Services by Others	\$ -			Services by Others	\$ -		
	Additional Services **				Additional Services **	<u>s -</u>		
	Total this Subconsultant (ULC)	· · · · · · · · · · · · · · · · · · ·	\$ 329,935.00		Total this Subconsultant (ULC)		\$	659,870.00
4	EJM Engineering, Inc.			9	SE3, LLC.		-	
	Direct Labor	\$ 466,844.11			Direct Labor	\$ 5,696,226.37	-	
	Direct Costs	\$ 28,058.39			Direct Costs	\$ 77,636.13	-	
	Services by Others	\$ -			Services by Others	\$ -	-	
	Additional Services **	\$ -			Additional Services **	\$ -	-	
	Total this Subconsultant (ULC)		\$ 494,902.50		Total this Subconsultant (ULC)		\$	5,773,862.50
5	Metro Strategies, Inc.			10	0 Urban GIS, Inc.		-	
	Direct Labor	\$ 640,392.20			Direct Labor	\$ 160,027.81	-	
	Direct Costs	\$ 19,477.80			Direct Costs	\$ 4,939.69	_	
	Services by Others	\$ <u>-</u>			Services by Others	<u> </u>		
	Additional Services **	\$ -			Additional Services **	<u> </u>	_	
	Total this Subconsultant (ULC)		\$ 659,870.00		Total this Subconsultant (ULC)		\$	164,967.50
** Ade	ditional services funds require prior auth	orization before use			TOTAL DBE/MBE/W	BE Subconsultants	: <u> \$ </u>	11,382,757.50
				TOTA	AL Additional Services DBE/MBE/W	BE Subconsultants	:_\$_	

TOTAL DBE/MBE/WBE Subconsultants: _\$	11,382,757.50
ional Services DBE/MBE/WBE Subconsultants: _\$	·
Allowable Foo DDE/MDE/MDE Subconsultants:	

TOTAL Allowable Fee DBE/MBE/MBE Subconsultants.	11,002,101.00
DBE/MBE/WBE Percentage of Total Fee (includes Additional Services):	34.50%
DETAILED FOR Descentage of Total Fee (does not include Additional Services):	34.50%

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	Wang Engineering, Inc.			6		,		
	Direct Labor	\$ 156,730.8	<u>1</u>		Direct Labor			
	Direct Costs	\$ 8,236.6	<u> </u>		Direct Costs	\$ -		
	Services by Others		-		Services by Others	<u> </u>		
	Additional Services **				Additional Services **	\$ -		
	Total this Subconsultant (ULC)		\$ 164,967.50	<u>) </u>	Total this Subconsultant (ULC)		\$	
2				7				
2	Direct Labor			,	Direct Labor			
	Direct Costs				Direct Costs	\$ -		
	Services by Others				Services by Others	<u>\$</u>		
	Additional Services **				Additional Services **	\$ -		
	Total this Subconsultant (ULC)		\$ -	_	Total this Subconsultant (ULC)		\$	-
3				•				
3	Direct Labor		········		Direct Labor	············	_	
	Direct Costs	\$ -			Direct Costs	\$ -		
	Services by Others	\$ -			Services by Others	\$ -		
	Additional Services **	\$ -	<u> </u>		Additional Services **	\$		
	Total this Subconsultant (ULC)		\$ -	_	Total this Subconsultant (ULC)		\$.
4	Direct Labor			9	Direct Labor		•	
	Direct Costs	\$ -			Direct Costs	\$ -	•	
	Services by Others	\$ -			Services by Others	\$ -	•	
	Additional Services **	\$ -			Additional Services **	\$ -	-	
	Total this Subconsultant (ULC)				Total this Subconsultant (ULC)		\$	-
5				10			-	
	Direct Labor				Direct Labor			
	Direct Costs	\$ -			Direct Costs	<u>s -</u>	-	
	Services by Others	\$ -			Services by Others	<u> </u>	-	
	Additional Services **	\$ -			Additional Services **	\$ -	-	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$	
* Add	ditional services funds require prior author	orization before use			TOTAL DBE/MBE/WE	E Subconsultants:	\$	164,967.50
				TOTAL A	dditional Services DBE/MBE/WE	E Subconsultants:	\$	
				тот	AL Allowable Fee DBE/MBE/WE	BE Subconsultants:	\$ _	164,967.50
			DBE/MI	BE/WBE Perc	entage of Total Fee (includes Ac	dditional Services):	-	0.50%
			DBE/MBE/WBE	Percentage o	of Total Fee (does not include Ad	dditional Services):		0.50%

Consultant:	AECOM Technical Services, Inc.	

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	Hanson Professional Services, Inc.	 			6	Scigon Solutions, Inc.				
	Direct Labor	\$ 81,016.32				Direct Labor	\$	319,872.00		
	Direct Costs	\$ 2,983.68				Direct Costs	\$	10,063.00		
	Services by Others					Services by Others	\$			
	Additional Services **					Additional Services **	\$	-		
	Total this Subconsultant (ULC)		\$	84,000.00		Total this Subconsultant (ULC)			\$	329,935.00
•	UDD fee				7	Quantam Spatial				
2	HDR, Inc. Direct Labor	\$ 4,918.62	•		•	Direct Labor	\$	782.04		
	Direct Costs	\$ 81.38	•			Direct Costs	\$	217.96		
		 01.00				Services by Others	\$	· <u>-</u>		
	Services by Others Additional Services **	 	•			Additional Services **	\$	_		
	Total this Subconsultant (ULC)	 	\$	5,000.00		Total this Subconsultant (ULC)			\$	1,000.00
	Total tills Subconsultant (OLO)		<u> </u>	0,000.00		, , , , , , , , , , , , , , , , , , , 				
3	Collins Engineering, Inc.				8	·				
	Direct Labor	\$ 314,143.20	•			Direct Labor	\$		•	
	Direct Costs	\$ 15,791.80	-			Direct Costs	\$	-	•	
	Services by Others	\$ 	•			Services by Others				
	Additional Services **	\$ -	-			Additional Services **	_\$	-	•	
	Total this Subconsultant (ULC)		\$	329,935.00		Total this Subconsultant (ULC)			\$	· •
4	Frega Asssociates, Ltd.	 	-		9				•	
	Direct Labor	\$ 159,936.00	_			Direct Labor	\$	-	•	
	Direct Costs	\$ 5,031.50	-			Direct Costs	\$			
	Services by Others	\$ _				Services by Others	_\$	_	-	
	Additional Services **	\$ -	_			Additional Services **	\$		-	
	Total this Subconsultant (ULC)		\$	164,967.50		Total this Subconsultant (ULC)			\$	
5	Middleton Construction Consulting, Inc.				10				_	
-	Direct Labor	\$ 158,502.40	-			Direct Labor	\$	_		
	Direct Costs	\$ 6,465.10	_			Direct Costs	\$	-		
	Services by Others	\$ _				Services by Others	\$	_		
	Additional Services **	\$ _	-			Additional Services **	\$	-	-	
	Total this Subconsultant (ULC)	 	- \$	164,967.50		Total this Subconsultant (ULC)	· <u> </u>		\$	-

**	Additional	services	funds	require	prior	authorization	before	use

TOTAL	Non-DBE/MBE/WBE	Subconsultants:	\$	1,079,805.00
IUIAL	MOU-DRE/MRE/AARE	Supconsultants.	Ð	1,079,000.0

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 1,079,805.00

Contract Information Sheet

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

Consultant Name:	2iM Group, LLC	
Contract Number:	RR-16-4265	
Proposal Date:	3/10/2017	

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

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EXHIBIT "1" Page **326** of **636** Rev. 6/2016

Consultant: 2IM Group, LLC

RR-16-4265

Contract Number:

EXHIBIT A: ESTIMATED TASK WORK HOURS

									5	Grand Total Exhibit A Hours	Exhibit /	A Hours	4,435
						i i							TOTAL
					2	MONIHS OF YEAR 2017	YEAK						HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DCM Services					115	160	160	160	320	320	320	320	1875
TOTALS					115	160	160	160	320	320	320	320	1875

Contract Number:	RR-16-4265	4265				Co	Consultant:	ļ		2iM Gro	2IM Group, LLC		
				EXHIB	IT A: ES	TIMATE	EXHIBIT A: ESTIMATED TASK WORK HOURS	VORK H	OURS			•	•
	_												! !
					2	NTHS of	MONTHS of YEAR 2018	118					TOTAL HOURS
TASK	ag	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
						007	100	160	180	160	160	160	1920
DCM Services	160	160	160	160	160	160	NO.	001		3	3	3	
													4020
TOTALS	160	160	160	160	160	160	160	160	160	160	16U	100	

Contract Number:	RR-1(RR-16-4265				Ŝ	Consultant:			2iM G	2iM Group, LLC	i	
	_			EXHIB	SIT A: ES	EXHIBIT A: ESTIMATED TASK WORK HOURS	D TASK	WORK H	OURS				
) }					MO	MONTHS of YEAR 2019	YEAR 2	019					TOTAL
LASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DCM Services	160	160	160	160		1							
				3									<u>8</u>
TOTALS	160	180	180	160	1								
		3	2	3									640

Contract No.:	RR-16-4265	Consulta	nt:	2iM Group	, LLC	
	EXH	IBIT B: FEE C	ALCULA	<u>TIONS</u>		
A. DIRECT LABO	OR (without overtime)					
	4,435.00 (Total Work Hours from Exhibit C-2)	X \$ 39 (Average Ho Rate from Ex C-2)	•	TOTAL DIRECT SALAR	Y_\$	175,537.30
	Itiplier to be used on this projec Allowable Multiplier = (2.8 DSE)		PMO)			2.80
	DIRECT	ΓREGULAR S	ALARY T	IMES MULTIPLIER	\$	491,504.44
	BLE DIRECT COSTS No r Prime Consultant listed above		FOR PRO	DFIT		
				TOTAL DIRECT COSTS		\$3,398.06
C. SERVICES BY	OTHERS					
То	tal Allowable Fee DBE/MBE/WB	E Subconsultant (f	rom Exhibit i	н)_\$	_	
Total Allowab	le Fee Non-DBE/MBE/WBE Sub	consultant (from E	chibit H (cont	t))_\$	_	
			то	TAL SERVICES BY OTHERS	\$	<u>-</u>
D. ADDITIONAL	SERVICES (Prime Consulta	ent)	(December 2 per	·		
ADDITIONAL S	SERVICES (Subconsultants)		rior authorization before use		
			тот	AL ADDITIONAL SERVICES	\$	<u>- ·</u>
E. MAXIMUM ALI	LOWABLE FEE (Upper Lis	mit of Compensatio	on)		\$	494,902.50

EXHIBIT "1" Page **330** of **636**

The es	Escalation Factor Sixth Period	24.0	Date Date		33.33% Factor First Period	24.0	B.0	17 - 12/							Date: 3	Contract No.: RF
The escalation factor for this project is:	Escalation Factor Seventh Period	24.0	- Date Date	ESCALA	50.00% Escalation Factor Second Period	24.0	Date Date 12.0	7 1/1/2018 - 12/31/2018	ESCAL	PERCENT OF RAISE:	RAISE DATE:	SCHEDULED START DATE:	CONTRACT TERM:	<u>EXHIBIT C-1:</u>	3/10/2017	RR-16-4265
100.00%	Escalation Factor Eighth Period	24.0	- Date Date	ESCALATION PER YEAR Year 6 through 10	16.67% Escalation Factor Third Period	24.0	Date Date 4.0	1/1/2019 - 4/30/2019	ESCALATION PER YEAR Year 1 through 5	0%	1/1/2018	5/1/2017	24	EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE		Consultant:
ı	Escalation Factor Ninth Period	24.0	- Date Date	rough 10	Escalation Factor Fourth Period	24.0	Date Date	•	hrough 5				No. OF MONTHS	SCALATION TABLE		
	Escalation Factor Tenth Period	24.0	Date Date		Escalation Factor Fifth Period	24.0	Date Date	,							-	2iM Group, LLC

RR-16-4265 Contract No.:

3/10/2017

Date:

Consultant:

100.00% **Escalation Factor:**

(From Exhibit C-1)

2IM Group, LLC

Total Estimated O/⊤

Total **Estimated** Work Hours:

Hours:

4,435.00

Average Premium O/T

Hourly Rate:

\$39.58

Average Hourly Rate:

OVERTIME PREMIUM DIRECT COST EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES

:						Total Direct Labor	\$175,537.30	Total Overtime Premium:	
Class Eligi Pre Ove	Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Average Hourly Rate for for Classification (See Note A to Right) to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Estimated Average Overtime Premium Hours Overtime (Overtime Hourly Rate Hours Only) (See Note C to (See Note D to	Estimated Overtime Hours (Overtime Hours Only) (See Note D to
	S _e	Principal	\$50.00	\$70.00	\$61.29	\$61.29	240.00		
	No.	Project Manager	\$40.00	\$70.00	\$55.20	\$55.20	350.00		
	No	Senior Engineer/Planner	\$40.00	\$70.00					
	No	Resident Engineer	\$40.00	\$70.00	\$46.96	\$46.96	910.00		
	No	Project Engineer/Planner	\$25.00	\$60.00	\$39.70	\$39.70	897.00		
	No	Staff Engineer/Planner	\$20.00	\$40.00	\$33.21	\$33.21	891.00		
	No	Engineer /Accountant	\$20.00	\$60.00	\$30.15	\$30.15	897.00		
	No	Senior Technical Specialist	\$25.00	\$60.00					
	No	Technical Specialist	\$15.00	\$50.00	\$28.36	\$28.36	150.00		
	No	Architect	\$30.00	\$70.00					
	No	Realty Specialists	\$20.00	\$70.00					-
	No No	Intern	\$8.25	\$20.00					

EXHIBIT "1"

Version 13

Contract No.:	RR-16-4265			Consultant:		2iM Gr	2iM Group, LLC	,
Date:	3/10/2017			Escala	Escalation Factor:	100.00% (From Exhibit C-1)		
	EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES	R CLASSIFICA	ATION MAN-	HOURS AND	RATES		DIREC	DIRECT COST OVERTIME PREMIUM
					Total Estimated Work Hours:	4,435.00	Total Estimated O/T Hours:	
					Average Hourly Rate:	\$39.58	Average Premium O/T Hourly Rate:	
					Total Direct Labor	\$175,537.30	Total Overtime Premium:	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway Tollway MINIMUM MAXIMUM Hourly Rate for for Classification	Average Average Hourly Rate for for Classification (See Note A to Right) to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to	Escalated Estimated Average Overtime Premium Hours Overtime (Overtime Hourly Rate Hours Only) (See Note C to (See Note D to
No	Admin/Clerical	\$8.25	\$40.00	\$22.69	\$22.69	100.00		

Rev. 6/2016

Contract No.: RR-16-4265	Consultant:	2iM Group, LLC	
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Date: 3/10/2017

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	Senior Professional	Luis Montgomery	\$50 - \$70
Project Manager	Project Manager	Orhan Ilgaz Ulger	\$40 - \$70
		John Morgan	
		Yun Kim	·
Senior Engineer/Planner	1		\$40 - \$70
Resident Engineer	Project Engineer I	Amalia Baymundo	\$40 - \$70
Project Engineer/Planner	Project Engineer II	Ethezazuddin Ghiasuddin	\$25 - \$60
Staff Engineer/Planner	Junior Engineer I	Serdar Akin	\$20 - \$40
		Brian Ruddy	
		Jorge Rueda	
Engineer /Accountant	Junior Engineer II		\$20 - \$60
		Natalia Mikolajczyk	
		Lisa Nielsen	
		Krystian Powala	
Senior Technical Specialist			\$25 - \$60
Technical Specialist	Junior Environmental I		\$15 - \$50
		Aaron Seymour	
	Junior Environmental II	Sarah Bolitho	
		Neal Phelps	
		Brian Rathunde	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Administration		\$8.25 - \$40
			ψυ. <u>ευ -</u> ψτυ

Contract No.:	RR-16-4265	Consultant:	2iM Group, LL0
		EXHIBIT D	
	REIMBURSABLE DIR	ECT COSTS - WORKSHEE	ET ESTIMATES
А.	VEHICLE REIMBURSEMENT http://www2.illinois.gov/cms/E	- rate based on link below mployees/travel/Pages/TravelF	Reimbursement.asp:
В.		'S - based on link below documents/10157/2389762/12 DIRECTCOSTS 10012013.PE	
C.	ITEMIZED DIRECT COSTS - Allowable Direct Costs list, v from the Chief Engineer prior	For any expense not include written permission must be r or to its inclusion. List those	eceived
	DIRECT COST CATEGORY		
	None		
	<u> </u>		

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

\$ 3,398.06

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)
	State Rate (Maximum)
Lodging Air Fare	Coach Rate with 2 weeks advance
All rate	purchase
Vehicles	parenase
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include	φου, αα
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
	A . 1 1 C

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."

Contract No	D.: <u>RR-16-4265</u>	_ Consultant:	2iM Group, LLC
	E	(HIBIT E - KEY PROJECT PER	SONNEL
Project Prin	ncipal:		
Project Mar	nager:		
Project Eng	ineer:		
Resident Er	ngineer:		
Documenta	tion Engineer:		
Project Civi	l Engineer:		
Project Stru	sctural Engineer:		
Project Drai	nage Engineer:		
Senior Engi	neer:		
Others:	Name:		
	Classification:		
	Name:		
	Classification:		
	Name:		
	Classification:		
	Name:		
	Classification:		

EXHIBIT F

Contract No. RR-16-4265 2iM Group, LLC SCOPE OF SERVICES

Assist in Design Corridor Management tasks as assigned by AECOM or other technical tasks as directed by the Tollway as part of this contract.

Exhibit G Current Obligations for Projects 2IM Group, LLC RR-16-4265

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplemental and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
Reagan Memorial Tollway, M.P. 91.4 to M.P. 113.3 (RR-16-4254)	Phase II Engineering Services	\$255,819.54	\$119,172.42	Apr-18
I-355 Veterans Memorial Tollway M.P. 12.3 to M.P. 22.3 (RR-16-4255)	Phase II Engineering Services	\$403,228.43	\$293,725.90	May-18
General Engineering Consultant Services (RR-10-9973)	Consulting Engineer Services	\$952,825.00	\$334,230.29	Dec-17
Reconstruction & Widening I-90 at Fox River (I-12-4048)	Erosion and Sediment Control	\$392,740.30	\$13,110.67	Dec-17
Reagan (I-88) Tollway from MP 138.1 to MP 140.5 (RR-13-4116)	Phase II Services	\$112,593.02	\$32,502.00	Apr-18
Various Phase III Projects	Phase III Services	\$5,594,000.00	\$3,897,000	Ongoing
Various-Various Landscape Maintenance	ESC & Landscape	\$3,000,000.00	\$3,000,000.00	Ongoing
Various Phase I Projects	Phase I Services	\$270,000.00	\$270,000.00	Dec-18
I-290 Pump Station 4	Phase I/II Services	\$169,000.00	\$95,000.00	Oct-18
I-55 (Stevenson Expressway) Weber Rd to Willow Springs Rd	Phase III Services	\$56,000.00	\$56,000.00	Dec-17

Contract	No ·	RR-16-4265
CUILLIAGE	NO.:	KK-16-4265

Consultant:	2iM Group, LLC
	zim Cicup, ECC

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 _				6			
	Direct Labor		_		Direct Labor		_
	Direct Costs		_		Direct Costs	\$ -	
	Services by Others		_		Services by Others	\$ -	
	Additional Services **		_		Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		 \$ -
2				-			
-	Direct Labor	·	_	⁷ –	Direct Labor		
	Direct Costs		_		Direct Costs		_
	Services by Others		_			\$ -	- .
	Additional Services **		_		Services by Others Additional Services **	\$ - \$ -	_
	Total this Subconsultant (ULC)		_ \$ -		Total this Subconsultant (ULC)	5 -	_
					Total this Subconsultant (OLC)		<u>\$</u>
3			_	8			_
	Direct Labor		_		Direct Labor		_
	Direct Costs	<u>\$</u> -	-		Direct Costs	\$ -	_
	Services by Others	<u>\$</u> -	-		Services by Others	<u> </u>	-
	Additional Services **	<u>\$</u> -	-		Additional Services **	_\$	_
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		<u> </u>
4			_	9			_
	Direct Labor		_		Direct Labor		_
	Direct Costs	\$ -	_		Direct Costs	\$ -	
	Services by Others	\$ -	-		Services by Others	\$ -	_
	Additional Services **	<u>\$</u>	_		Additional Services **	\$ -	_
	Total this Subconsultant (ULC)				Total this Subconsultant (ULC)		\$ -
5							
·	Direct Labor		-	10			-
	Direct Costs	•	-		Direct Labor		-
	Services by Others	\$ - e	-		Direct Costs	<u> </u>	-
	Additional Services **	<u>\$</u> -	•		Services by Others	<u>\$</u> -	-
	Total this Subconsultant (ULC)	<u>\$</u> -	•		Additional Services **	<u>\$ -</u>	
	i olai una oubconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		_\$

** Addit	ional servic	es funds	require prior	r authorization	before u	se
----------	--------------	----------	---------------	-----------------	----------	----

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):

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Р	ro	iec	t N	lo.

DD 4	6-426	

_	• • •
Consi	iltant:

2iM Group, LLC

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.

1	R SUBCONSULTANTS (<u>No</u>		-,				
٠ -	Direct Labor		_	6 _	Direct Labor		
	Direct Costs				Direct Costs	\$ -	_
	Services by Others				Services by Others	\$ -	
	Additional Services **				Additional Services **	s -	
	Total this Subconsultant (ULC)				Total this Subconsultant (ULC)		- s -
2 _				7			
	Direct Labor		_	• •	Direct Labor	\$ -	<u>.</u>
	Direct Costs		_		Direct Costs	\$ -	-
	Services by Others		<u></u>		Services by Others	\$ -	_
	Additional Services **		_		Additional Services **	\$	
	Total this Subconsultant (ULC)				Total this Subconsultant (ULC)		- \$ -
3					,		
	Direct Labor	\$ -	_	* -	Direct Labor	\$ -	
	Direct Costs	\$ -	_		Direct Costs	\$ -	-
	Services by Others	\$ -	_		Services by Others		
	Additional Services **	\$ -	_		Additional Services **	<u>\$</u> -	_
	Total this Subconsultant (ULC)	-,-T	 \$ -		Total this Subconsultant (ULC)	_\$	- e
4					Total disc describentant (OLO)		<u>.</u>
-	Direct Labor	\$ -	_	9 _	P. 44.1		-
	Direct Costs	\$ -	_		Direct Labor	<u>s</u> -	-
	Services by Others	\$ -	_		Direct Costs	<u> </u>	-
	Additional Services **		_		Services by Others	<u>s -</u>	-
	Total this Subconsultant (ULC)	<u>\$</u> -			Additional Services **	<u> </u>	-
	· · · · · · · · · · · · · · · · · · ·		<u> </u>		Total this Subconsultant (ULC)		<u>s</u> -
· _			_	10			_
	Direct Labor	_\$	_		Direct Labor	<u> </u>	_
	Direct Costs	\$ -	_		Direct Costs	<u> </u>	<u>.</u>
	Services by Others	\$ -			Services by Others	<u> </u>	_
	Additional Services **	<u> </u>	_		Additional Services **	<u> </u>	_
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		<u>\$</u>
ddition	al services funds require prior authori	zation before use			TOTAL Non-DBE/MBE/M	/RE Subservations	
	- 1 6 3001911				IOIAL HOII-DBE/MBE/M	rde Subconsuitants:	-
			TO	TAL Addit	ional Services Non-DBE/MBE/V	VBE Subconsultants	: \$ -

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

Contract Information Sheet

Proposal Date:

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

Consultant Name: American Surveying & Engineering, P.C.

Contract Number: RR-16-4265

3/10/2017

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-16-4265

Consultant:

American Surveying & Engineering, P.C.

									Gra	Grand Total Exhibit A Hours	Exhibit,	A Hours	5,974
								4					TOTAL
'					MO	MONTHS of YEAR 2017	YEAR 20	117					HOURS
	Jan	Feb	Mar	Apr	May	unf	Jul	Aug	Sep	Oct	Nov	Dec	
Services	i												
					2	2	2	2	2	2	2	2	16
/gmnt					40	09	09	09	09	09	09	09	460
							16	16	16	16	16	16	96
					16	16	18	18	18	18	18	18	140
Datahase					16	16	30	42	10	101	10	101	108

								THE RESERVE THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN THE PERSON NAMED IN THE PERSON NAMED I					
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DCM Services													
QA/QC					2	2	2	2	2	2	7	2	16
Project Mgmnt					40	09	09	9	09	90	09	09	460
Eng/Utilities							16	16	16	16	16	16	96
GIS support					16	16	18	18	18	18	18	18	140
CADD/Database					16	16	18	18	10	10	10	10	108
Survey coordination					4	4	80	12	12	8	8	8	64
Admin					4	က	က	က	က	3	3	3	25
TOTALS					82	101	125	129	121	117	117	117	606

Contract Number: RR-16-4265

Consultant:

American Surveying & Engineering, P.C.

					MO	MONTHS of YEAR 2018	YEAR 20	318					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Inc	Aug	Sep	Oct	N _O V	Dec	
DCM Services													
QA/QC	2	2	2	2	2	2	2	2	2	2	2	2	24
Project Mgmnt	9	09	09	28	40	40	40	40	40	40	40	40	558
Eng/Utilities	4	4	9	9	9	9	ဖ	9	9	9	မ	9	89
GIS support	18	18	18	18	18	18	18	18	18	18	18	18	216
CADD/Database	10	10	10	10	10	10	14	14	14	14	14	14	144
Survey coordination	4	4	4	4	4	4	4	4	4	4	4	4	48
Admin	3	3	3	3	3	3	ဇ	3	3	3	က	က	36
		3			1		Ī	į	į	Ī	Ī		
IOIALS	101	101	103	101	83	83	8/	8/	8/	8/	/8	/8	1094

RR-16-4265	
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Consultant:

American Surveying & Engineering, P.C.

						OLOG CLATA SUCTION							TOTAL
TASK	nel.	Feb	Mar	Apr	May May		I EAR 20	Aug	Sep	tio	Nov	Dec	SHOOL
DCM Services				1				ŝ					
DOIN SELVICES	2	6	2	2	2	2	2	2	2	2	2	2	
Project Mamnt	40	404	40	40	40	404	40	40	40	40	40	4	480
Ena/Utilities	9	9	9	9	9	9	9	9	9	9	9	9	
GIS support	18	18	18	18	18	18	18	18	18	18	18	18	216
CADD/Database	14	14	14	14	14	14	14	14	14	14	14	14	168
Survey coordination	4	4	4	4	4	4	4	4	4	4	4	4	48
Admin	3	3	က	က	က	က	3	က	3	က	3	င	36
TOTALS	87	87	87	87	87	87	87	87	87	87	87	87	1044

Contract Number:

RR-16-4265

Consultant:

American Surveying & Engineering, P.C.

													1
-					WO	MONTHS of YEAR 2020	YEAR 20	120		:			TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DCM Services													
QA/QC	2	2	2	2	2	2	2	2	2	2	2	2	24
Project Mgmnt	40	40	40	40	40	40	40	40	40	40	40	40	480
Eng/Utilities	9	9	9	9	9	9	9	9	9	9	9	9	72
GIS support	10	10	10	10	10	10	10	10	10	10	10	10	120
CADD/Database	18	18	18	18	18	18	18	18	18	18	18	18	216
Survey coordination	4	4	4	4	4	4	4	4	4	4	4	4	48
Admin	င	8	3	3	3	3	3	3	3	3	3	3	36
				-									
TOTALS	CO	20	83	δά	ζά	8	83	83	č	83	83	83	900
IOIAES	S	8	00	60	3	8	3	3	20	3	20	200	000

Contract Number:

RR-16-4265

Consultant:

American Surveying & Engineering, P.C.

						PEOP BY SE SEA DO 3024)	704					TOTAL
TACK							ובאא גו	176					SYOOL
I ASK	Jan	LeΩ	Mar	Apr	Мау	nno	nn	Aug	dec	Oct	NOV	Dec	
DCM Services													
QA/QC	2	2	2	2	2	2	2	2	2	2	2	2	24
Project Mgmnt	40	40	32	30	30	30	30	တ္တ	30	30	30	30	382
Eng/Utilities	9	9	9	9	9	9	9	9	9	9	9	9	72
GIS support	9	9	9	9	9	9	9	ဖ	ဖ	9	9	9	72
CADD/Database	14	14	14	14	14	14	14	14	14	14	14	14	168
Survey coordination	4	4	4	4	4	4	4	4	4	4	4	7	48
Admin	က	က	3	3	3	3	3	3	3	3	3	3	36
TOTALS	75	75	29	65	65	65	65	92	65	65	9	92	802

Contract Number:

RR-16-4265

Consultant:

American Surveying & Engineering, P.C.

					W	MONTHS of YEAR 2022	YEAR 20	22					TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
DCM Services														
QA/QC	2	2	2	2	2	2	2	2	2	2	2	2	24	
Project Mgmnt	30	30	30	30	30	30	30	30	30	30	30	30	360	
Eng/Utilities	9	9	9	9	4	4	4	4	4	4	4	4	99	
GIS support	10	10	10	18	18	18	18	18	18	18	18	18	192	
CADD/Database	14	14	14	14	14	14	14	14	14	14	14	14	168	
Survey coordination	4	4	4	4	4	4	4	4	4	4	4	4	48	
Admin	3	Ċ.	3	က	က	က	က	က	က	3	3	က	36	
TOTALS	69	69	69	77	75	75	75	75	75	75	75	75	884	

Contract Number:	RR-16	RR-16-4265				ទី	Consultant:	:	American	Surveyin	g & Engin	American Surveying & Engineering, P.C.	o l
				EXH	3IT A: ES	STIMATE	EXHIBIT A: ESTIMATED TASK WORK HOURS	WORK H	ours			·	
													TOTAL
					W	NTHS of	MONTHS of YEAR 2023	023			[HOURS
IASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DCM Services													
QA/QC	2	7	2	2									8
Project Mgmnt	20	20	20	20									80
Eng/Utilities	4	4	4	4									16
GIS support	18	18	10	01									56
CADD/Database	14	14	14	14									56
Survey coordination	4	4		4									16
Admin	3	3	3	7									13

				:									
TOTALS	65	85	57	58									245

Contract No.: _	RR-16-4265	Consultant: _	American Surveying & E	ngineerir	ıg, P.C.
	EVUID	IT D. EEE CALCI	II ATIONS		
	EXIID	IT B: FEE CALCU	JLATIONS		
A. DIRECT LAE	BOR (without overtime)				
	5,974.00 X	\$ 57.79	= TOTAL DIRECT SALARY	\$	345,237.46
	(Total Work Hours from Exhibit C-2)	(Average Hourly Rate from Exhibit C-2)			-
	Aultiplier to be used on this project.				2 90
11	Multiplier to be used on this project: Allowable Multiplier = (2.8 DSE) (2.	.5 or 2.8 CM) (2.5 PMO)			2.80
	DIRECT F	REGULAR SALAF	RY TIMES MULTIPLIER	\$	966,664.89
	ABLE DIRECT COSTS NOT For Prime Consultant listed above.)	ELIGIBLE FOR	PROFIT		
			TOTAL DIRECT COSTS		\$23,140.11
C. SERVICES I	BY OTHERS				
	Total Allowable Fee DBE/MBE/WBE	Subconsultant (from Ex	hibit H) \$ -		
Total Allowa	able Fee Non-DBE/MBE/WBE Subco	nsultant (from Exhibit H	(cont)) \$ -		
			TOTAL SERVICES BY OTHERS	\$	-
D. ADDITIONA	L SERVICES (Prime Consultant	•			
ADDITIONAL	L SERVICES (Subconsultants)	(Requi	ires prior authorization before use)		
		(Requi	ires prior authorization before use)	•	
		(Requ	TOTAL ADDITIONAL SERVICES ires prior authorization before use)	_\$	<u>-</u>
E. MAXIMUM A	ALLOWABLE FEE (Upper Limi	it of Compensation)		\$	989,805.00

American Surveying & Engineering, P.C.					1/1/2021 - 12/31/2021 Date Date 72.0	16.67% Escalation Factor Fifth Period		Date Date	72.0	Escalation Factor Tenth Period	
		SCALATION TABLE	No. OF MONTHS	hrough 5	1/1/2020 - 12/31/2020 Date Date 72.0	16.67% Escalation Factor Fourth Period	irough 10	- Date Date	72.0	Escalation Factor Ninth Period	
Consultant:		EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	72 \$/1/2017 1/1/2018 0%	ESCALATION PER YEAR Year 1 through 5	Date Date 12.031/2019 72.0	16.67% Escalation Factor Third Period	ESCALATION PER YEAR Year 6 through 10	Date Date	72.0	Escalation Factor Eighth Period	100.00%
6-4265	2017	EXHIBIT C-1:	CONTRACT TERM: SCHEDULED START DATE: RAISE DATE: PERCENT OF RAISE:	ESCAL	Date Date 12.31/2018 12.0	16.67% Escalation Factor Second Period	ESCALA	1/1/2023 - 4/30/2023 Date Date Date	72.0	5.56% Escalation Factor Seventh Period	The escalation factor for this project is:
Contract No.: RR-16	Date: 3/10/2017				5/1/2017 - 12/31/2017 Date Date 8.0 72.0	11.11% Factor First Period		1/1/2022 - 12/31/2022 Date Date 12.0	72.0	16.67% Escalation Factor Sixth Period	The escala

Contract No.:

Consultant:

American Surveying & Engineering, P.C.

RR-16-4265

3/10/2017

Escalation Factor:

100.00% (From Exhibit C-1)

DIRECT COST OVERTIME PREMIUM	Total ted O/T Hours:	rage O∕T (ate:	time ium:	d Estimated Overtime Hours (Overtime Hours Only) C to (See Note D to Right)														-
DIR OVERT	Total Estimated O/T Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:	Escalated Average Premium Overtime Hourly Rate (See Note C to														
	5,974.00	\$57.79	\$345,237.46	Estimated Work Hours (Including Overtime)	144.00	2,800.00	360.00		320.00	108.00		2,024.00					218.00	
RATES	Total Estimated Work Hours:	Average Hourly Rate:	Total Direct Labor	Escalated Average Hourly Rate for Classification (See Note B to Right)	\$70.00	\$70.00	\$70.00		\$44.86	\$40.00		\$44.43					\$24.48	
HOURS AND				Average Hourly Rate for Classification (See Note A to Right)	\$70.00	\$70.00	\$70.00		\$44.86	\$40.00		\$44.43					\$24.48	
TION MAN-				Tollway MAXIMUM Hourly Rate for Classification	\$70.00	\$70.00	\$70.00	\$70.00	\$60.00	\$40.00	\$60.00	\$60.00	\$50.00	\$70.00	\$70.00	\$20.00	\$40.00	
CLASSIFICA				Tollway MINIMUM Hourly Rate for Classification	\$50.00	\$40.00	\$40.00	\$40.00	\$25.00	\$20.00	\$20.00	\$25.00	\$15.00	\$30.00	\$20.00	\$8.25	\$8.25	
EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES				Tollwav Classification	Principal	Project Manager	Senior Engineer/Planner	Resident Engineer	Project Engineer/Planner□	Staff Engineer/Planner	Engineer /Accountant	Senior Technical Specialist	Technical Specialist	Architect	Realty Specialists	Intern	Admin/Clerical	
				Classification Eligible for Premium Overtime?	Q.	N _o	N _O	S O N	N _o	N _O	S S	No		_	(HI			<u>1″</u>

Version 14

Contract No.:	RR-16-4265	Consultant:	American Surveying & Engineering, P.C.
_			

Date: 3/10/2017

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 IN CHARGE	COVENTINE FIDIS	\$50 - \$70
Project Manager	PROJECT MANAGER	COVENTINE FIDIS	\$40 - \$70
	PROJECT MANAGER	MARK M. WOOD	
	PROJECT MANAGER	CRAIG L. DUY	
	PROJECT MANAGER	JAY P. HOWELL	
	PROJECT MANAGER	LARRY MARTIN	
	PROJECT MANAGER	JOHN A. DYBAS III	
Senior Engineer/Planner	PROJECT SURVEYOR/ENG IV	PAUL F. STANTON	\$40 - \$70
	PROJECT SURVEYOR/ENG IV	THOMAS SANDERSON	
Resident Engineer			\$40 - \$70
Project Engineer/Planner□	PROJECT SURVEYOR/ENG III	ERIC J. SLADEK	\$25 - \$60
	PROJECT SURVEYOR/ENG I	ROBERT MICHAEL BACHARA	
Staff Engineer/Planner	PROJECT SURVEYOR/ENG II	ROBERT S. SAXER	\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist	CADD TECHNICIAN	CRAIG A. HILLS	\$25 - \$60
	CADD TECHNICIAN	WILLIAM BARAN	
	CADD TECHNICIAN	BRANNDON D. ELSBREE	
	CADD TECHNICIAN	JESSE J. NOCON	
	CADD TECHNICIAN	AMANDA JOHNSON	
	CADD TECHNICIAN	JOSEPH B. MAGNOTTA	
	ENGINEER/SURVEY TECH III	THOMAS H. HOYLE	
	ENGINEER/SURVEY TECH III	DARYL F. EDWARDS	
	ENGINEER/SURVEY TECH III	GUSTAVO ALEX AGUILAR	
	ENGINEER/SURVEY TECH III	KRISTOPHER M. MCALLISTER	
	ENGINEER/SURVEY TECH III	JEFFREY F. MUMMERT	
Technical Specialist			\$15 - \$50
Architect		-	\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	ADMINISTRATIVE/CLERICAL III	LINDSEY JO STUTZKE-JONES	\$8.25 - \$40

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

23,140.11

\$

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."

Contract No	KK-10-4203		Consultant:	American Su	ırveying & En	<u>gineering,</u>	P.C.
	Ē	XHIBIT E - K	EY PROJECT	PERSONNEL	<u>.</u>		
Project Princip	oal:						
Project Manag	er:						
Project Engine	eer:	· .	<u> </u>				
Resident Engi	neer:						
Documentation	n Engineer:						
Project Civil E	ngineer:						
Project Structu	ıral Engineer:						
Project Draina	ge Engineer:						
Senior Engine	er:						
Others:	Name:						
	Classification:						
	Name:						
	Classification:						
	Name:						
	Classification:	1					

Name:

Classification:

EXHIBIT F

Contract No. RR-16-4265

American Surveying & Engineering, P.C.

SCOPE OF SERVICES

Surveying and subsurface utility engineering (SUE) services, as requested, or other tasks as assigned by AECOM or other technical tasks as directed by the Tollway as part of this contract.

EXHIBIT G

Contract No. RR-16-4265

American Surveying & Engineering, P.C.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
P-93-011-10	Land Surveys and Preparation and Review	\$300,000.00	\$134,000.00	5/1/2019
P-92-099-11	Various Survey Projects, Various Routes, Various Counties, Region Two/District Two	\$350,000.00	\$107,762.00	10/31/2021
RR-14-4223	Tri-State Tollway, Roadway Study, 95th Street (M.P. 17.5) to Cermak Road (M.P. 29.5)	\$503,981.18	\$368,127.44	2/1/2017
I-11-4014	Elgin O'Hare Western Bypass Tollway, Design Corridor Management	\$8,162,850.20	\$2,845,189.53	5/31/2017
I-13-4119 I-13-4623	I-88 Photo control: I-39 to Sterling, IL Elgin O'Hare Western Access, I-290 to IL 83 Advance Work Contracts	Work order contract \$144,876.45	TBD \$87,704.34	TBD 3/27/2022
RR-14-4181 I-15-4659	Fiber Optic Maintenance Wight - Phase II and Phase III	\$1,172,560.00 Work order contract	\$377,386.09 \$1,600.00	4/15/2019 TBD
P-91 - 001-16	IDOT Survey Various/Various	\$500,000.00	\$300,000.00	
	IDOT Survey Various/Various	\$300,000.00	\$239,379.05	
P-91-001-16	IDOT Survey Various/Various - Mobile LiDAR	\$499,987.74	\$299,999.38	

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American Surveying & Engineering, P.C.

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.

			6			
Direct Labor				Direct Labor	·	
Direct Costs		***********		Direct Costs	<u> </u>	
Services by Others				Services by Others	<u> </u>	
Additional Services **				Additional Services **	\$ -	
Total this Subconsultant (ULC)		\$	-	Total this Subconsultant (ULC)		\$
		-	7			
Direct Labor				Direct Labor		
Direct Costs				Direct Costs	\$ -	
Services by Others		·		Services by Others	\$ -	
Additional Services **				Additional Services **	\$ -	_
Total this Subconsultant (ULC)		\$	-	Total this Subconsultant (ULC)		\$
			8			
Direct Labor				Direct Labor		
Direct Costs				Direct Costs	\$ -	
Services by Others	<u>\$</u> -	<u></u>		Services by Others	\$ -	
Additional Services **	\$ -			Additional Services **	\$ -	
Total this Subconsultant (ULC)		\$	<u>-</u>	Total this Subconsultant (ULC)		\$
			9			
Direct Labor		·		Direct Labor		_
Direct Costs	_\$			Direct Costs	_\$	
Services by Others	\$ -			Services by Others	\$ -	
Additional Services **	\$ -	· · · · · · · · · · · · · · · · · · ·		Additional Services **	<u> </u>	<u> </u>
Total this Subconsultant (ULC)		\$		Total this Subconsultant (ULC)		\$
			10			
Direct Labor				Direct Labor		
Direct Costs	\$			Direct Costs	\$ -	
Services by Others	\$ -			Services by Others	\$ -	
Additional Services **	\$ -			Additional Services **	\$ -	-
Total this Subconsultant (ULC)		\$		Total this Subconsultant (ULC)		\$

EXHIBIT "1"

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):

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American Surveying & Engineering, P.C.

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.

1				6			_	
	Direct Labor		-		Direct Labor		-	
	Direct Costs				Direct Costs	\$ -	_	
	Services by Others				Services by Others	\$ -	_	
	Additional Services **		_		Additional Services **	\$ -	_	
	Total this Subconsultant (ULC)		\$		Total this Subconsultant (ULC)		\$	
2			_	7 _			_	
	Direct Labor				Direct Labor	\$ -	_	
	Direct Costs		_		Direct Costs	\$ -	_	
	Services by Others		_		Services by Others	\$ -	_	
	Additional Services **		_		Additional Services **	\$ -	_	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$	
3				8				
*******	Direct Labor	\$ -			Direct Labor	\$ -	_	
	Direct Costs	_\$	_		Direct Costs	\$ -	_	
	Services by Others	\$ -	-		Services by Others	\$ -		
	Additional Services **	\$ -	_		Additional Services **	<u> </u>	-	
	Total this Subconsultant (ULC)		_\$		Total this Subconsultant (ULC)		\$	
4				9				
	Direct Labor	\$ -	_		Direct Labor	\$ -	_	
	Direct Costs	\$ -			Direct Costs	\$ -		
	Services by Others	\$ -			Services by Others	\$ -	_	
	Additional Services **	\$ -	-		Additional Services **	\$ -	_	
	Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		\$	
5				10				
	Direct Labor	\$ -			Direct Labor	\$ -	_	
	Direct Costs	\$ -			Direct Costs	\$ -		
	Services by Others	\$ -			Services by Others	<u> </u>	_	
	Additional Services **	\$ -	_		Additional Services **	\$ -		
	Total this Subconsultant (ULC)				Total this Subconsultant (ULC)		\$	
** Additio	nal services funds require prior author	rization before use			TOTAL Non-DBE/MBE/	WBE Subconsultants	:_\$	
			то	TAL Addi	tional Services Non-DBE/MBE/	WBE Subconsultants	:_\$	
							: \$	

Contract Information Sheet

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

Consultant Name:	CCS International, Inc	
Contract Number:	RR-16-4265	
Proposal Date:	3/10/2017	

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

RR-16-4265 Contract Number:

Consultant:

CCS International, Inc

TASK Cost Estimating									5		1	Grand Lotal Exhibit A Hours	1,632
TASK Cost Estimating	į				MO	MONTHS of YEAR 2017	YEAR 20	710					TOTAL HOURS
Cost Estimating	Jan	Feb	Mar	Apr	May	unſ	Jul	Aug	Sep	Oct	Nov	Dec	
Cost Estimating													
Cost Estimating													
D					80	80	32	80	80	80	80	08	448
											3	3	
TOTALS		•			œ	œ	32	80	80	08	O8	08	448

RR-16-4265	
Contract Number:	

Consultant:

CCS International, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

					MO	MONTHS of YEAR 2018	YEAR 20	318					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
				0									
Cost Estimating	90	8	2	200	08	80	80	80	8	8	80	40	920
0 11 10 1	Š		1										
IOIALS	80	B B	80	80	80	80	80	80	80	80	80	40	920

Contract Number:	RR-1	RR-16-4265				င်	Consultant:			CCS Inter	CCS International, Inc	nc	
	_			EXHIE	SIT A: ES	TIMATE) TASK	EXHIBIT A: ESTIMATED TASK WORK HOURS	OURS				
												-	
					MO	MONTHS of YEAR 2019	YEAR 20	19					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1													
Cost Estimating	40	40	40	35	32	32	32	16					26
											-		
C = T + C +	(~ 7				•		•					

Co	ntract No.:	RR-16-4265	Consultant: _	CCS Internation	nal, Inc	:
		EXH	IIBIT B: FEE CALC	<u>ULATIONS</u>		
A.	DIRECT LAB	OR (without overtime)				
		1,632.00 (Total Work Hours from Exhibit C-2)	X \$ 70.00 (Average Hourly Rate from Exhibit C-2)	= TOTAL DIRECT SALARY	\$	114,240.00
	Mu	litiplier to be used on this proje	ct:			2.80
		Allowable Multiplier = (2.8 DSE)		
		DIREC	T REGULAR SALA	RY TIMES MULTIPLIER	\$	319,872.00
В.		BLE DIRECT COSTS N or Prime Consultant listed abov		PROFIT		
				TOTAL DIRECT COSTS		\$10,063.00
c.	SERVICES B	Y OTHERS				
	To	otal Allowable Fee DBE/MBE/WI	BE Subconsultant (from E	xhibit H) \$ -	-	
	Total Allowal	ole Fee Non-DBE/MBE/WBE Sut	oconsultant (from Exhibit	H (cont)) _\$		
				TOTAL SERVICES BY OTHERS	\$.
D.	ADDITIONAL	SERVICES (Prime Consult	•			
	ADDITIONAL	SERVICES (Subconsultant		uires prior authorization before use)		
	ADDITIONAL	OLITATOLO (Subconsuitam	•	uires prior authorization before use)	•	
			(Req	TOTAL ADDITIONAL SERVICES uires prior authorization before use)	\$	-
E.	MAXIMUM AI	LOWABLE FEE (Upper I	Limit of Compensation)		\$	329,935.00

Contract No.: RR-16-4	6-4265	Consultant:		CCS International, Inc
Date: 3/10/20	72017			
	EXHIBIT C-1: I	EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	SCALATION TABLE	
	CONTRACT TERM: SCHEDULED START DATE: RAISE DATE:	5/1/2017	No. OF MONTHS	
	PERCENT OF RAISE:			
	ESCAL	ESCALATION PER YEAR Year 1 through 5	nrough 5	
5/1/2017 - 12/31/2017 Date Date	1/1/2018 - 12/31/2018 Date Date	1/1/2019 - 8/31/2019 Date Date	- Date Date	Date Date
8.0	12.0	8.0	28.0	28.0
28.57% Factor First Period	42.86% Escalation Factor Second Period	28.57% Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period
	ESCALA	ESCALATION PER YEAR Year 6 through 10	rough 10	
- Date Date	Date Date	Date Date	- Date Date	- Date
28.0	28.0	28.0	28.0	28.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period
The escal	The escalation factor for this project is:	100.00%		

RR-16-4265 Contract No.:

3/10/2017

Date: __

Escalation Factor:

100.00%

CCS International, Inc

Consultant:

(From Exhibit C-1)

DIRECT COST OVERTIME PREMIUM	Total Estimated O/T Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:	Escalated Estimated Average Overtime Premium Hours Overtime (Overtime Hourly Rate Hours Only) (See Note C to (See Note D to													
	1,632.00	\$70.00	\$114,240.00	Estimated Work Hours (Including)			1,632.00			en eine eine eine eine eine eine eine e							
RATES	Total Estimated Work Hours:	Average Hourly Rate:	Total Direct Labor	Average Average Hourly Rate for for Classification (See Note A to (See Note B to Bight)	(man)		\$70.00										
FICATION MAN-HOURS AND RATES				Average Hourly Rate for Classification (See Note A to			\$70.00										
TION MAN-I				Tollway MAXIMUM Hourly Rate for			\$70.00	\$70.00	\$60.00	\$40.00	\$60.00	\$60.00	\$50.00	\$70.00	\$70.00	\$20.00	\$40.00
CLASSIFICA				Tollway MINIMUM Hourly Rate for	\$50.00	\$40.00	\$40.00	\$40.00	\$25.00	\$20.00	\$20.00	\$25.00	\$15.00	\$30.00	\$20.00	\$8.25	\$8.25
EXHIBIT C-2: DIRECT LABOR CLASSII				Tolling Total	Principal	Project Manager	Senior Engineer/Planner	Resident Engineer	Project Engineer/Planner	Staff Engineer/Planner	Engineer /Accountant	Senior Technical Specialist	Technical Specialist	Architect	Realty Specialists	Intern	Admin/Clerical
				Classification Eligible for Premium	o N	oN	No	No	No	No	No	ON D	°N E	_	ջ IIB 68	No T	°2 "1" 63 6

Contract No.: RR-16-4265 Consu	tant: CCS International, Inc
--------------------------------	------------------------------

Date: 3/10/2017

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		Robert Svoboda	\$40 - \$70
		Paul Laudolff	
		Marvin Fitzwater	
		Jeffrey Klima	
		Marc Rogers	
		Rick Notte	
		Woodrow Sanner	
	·	Renato Tangarn	
		Joseph Alva	
		Jim Nuckolls	
		Senen Villanueva	
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			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40

Contract No.:	RR-16-4265	Consultant:	CCS Internatio	nal, Inc
		EXHIBIT D		
	REIMBURSABLE DIF	RECT COSTS - WORKS	HEET ESTIMATES	
Α.	VEHICLE REIMBURSEMEN http://www2.illinois.gov/cms/E			
В.	ALLOWABLE DIRECT COS http://www.illinoistollway.com.	/documents/10157/238976	2/12 LG	
C.	ITEMIZED DIRECT COSTS - Allowable Direct Costs list, from the Chief Engineer pri	written permission must	be received	
	DIRECT COST CATEGORY			
	None			
		·		

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

10,063.00

\$

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)
A' F	

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**

Overnight Delivery/Postage Courier Service

Copies of Deliverables and Mylars

Specific Insurance – required for project

Actual Cost

Actual Cost

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."

Contract No.:	RR-16-4265	Consultant:	CCS International, Inc	
	<u>E</u>	XHIBIT E - KEY PROJECT PER	RSONNEL	
Project Princi	pal:			h-v
Project Manaç	ger:			
Project Engin	eer:			
Resident Eng				
Documentation	on Engineer:			
Project Civil E	Engineer:		<u> </u>	
Project Struct	tural Engineer:			
Project Draina	age Engineer:			
Senior Engine	eer:			
Others:	Name:			
	Classification:			
	Name:			
	Classification:			
	Name:			
	Classification:			
	Name:			
	Classification:			

EXHIBIT F

Contract No. RR-16-4265
CCS International, Inc
SCOPE OF SERVICES

Perform cost estimate services or other tasks as assigned by AECOM or other technical tasks as directed by the Tollway as part of this contract.

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EXHI**B**/Fis/6**b**/43 Page **374** of **636**

EXHIBIT G

Contract No. RR-16-4265

CCS International, Inc

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
	RR-10-9973 General Engineering Consultant	\$1,142.50		6/31/2017
	Metra Station Parkin Lot & Road Facilities #97393	Hourly		6/1/2019

Contract No.:	RR-16-4265	Consultant:	CCS International, Inc	
		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				6				
	Direct Labor		_	_	Direct Labor			
	Direct Costs		_		Direct Costs	\$ -		
	Services by Others		_		Services by Others	\$ -		
	Additional Services **		_		Additional Services **	\$ -		
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$ -	
2								_
	Direct Labor		_	7	Direct Labor			
	Direct Costs		_		Direct Costs	\$ -		
	Services by Others		_		Services by Others	\$ -		
	Additional Services **		-		Additional Services **	\$ -		
	Total this Subconsultant (ULC)		- _\$		Total this Subconsultant (ULC)		\$ -	
3				_	, ,			
J	Direct Labor		-	8	Direct Labor	1		
	Direct Costs	\$ -	_	*	Direct Casts	•		
	Services by Others	\$ -	-			<u>\$</u> -		
	Additional Services **	\$ -	_		Services by Others Additional Services **	\$ - \$ -		
	Total this Subconsultant (ULC)		- \$ -			Ф -	¢	
	Total time Subscribultume (SES)		<u> </u>	_	Total this Subconsultant (ULC)	•	<u>.) - </u>	
4			-	9				
	Direct Labor		-		Direct Labor			
	Direct Costs	\$ -	-		Direct Costs	<u>\$</u> -		
	Services by Others	<u> </u>	-		Services by Others	<u>\$ -</u>		
	Additional Services **	<u> </u>	-		Additional Services **	<u>\$</u> -		
	Total this Subconsultant (ULC)		<u>\$</u> -		Total this Subconsultant (ULC)		\$ -	
5				10				
	Direct Labor		-		Direct Labor			
	Direct Costs	\$ -			Direct Costs	_\$		
	Services by Others	<u> </u>	<u></u>		Services by Others	\$ -		
	Additional Services **	\$ -	_		Additional Services **	\$ -		
	Total this Subconsultant (ULC)		\$ -	_	Total this Subconsultant (ULC)		\$ -	
Additiona	services funds require prior author	rization before use			TOTAL DBE/MBE/WB	F Subconcultante	•	
				TOTAL A	dditional Services DBE/MBE/WB	•		
					and the second s	- Juneviisuitaiits.	<u> </u>	

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

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

_		_			
P	ro	iec	٠t	N	•

RR-	16-42f	35

\sim	 ılta	-4.

CCS International, Inc

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 SUBCONSULTAN	TS (NOT DBE/MBE/WBE)
--------------------	----------------------

1			_	6			_
	Direct Labor				Direct Labor		_
	Direct Costs				Direct Costs	\$ -	_
	Services by Others	AND THE PROPERTY OF THE PARTY O	_		Services by Others	\$ -	_
	Additional Services **		_		Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		\$		Total this Subconsultant (ULC)		\$
2				7			
	Direct Labor		_		Direct Labor	\$ -	-
	Direct Costs		_		Direct Costs	\$ -	_
	Services by Others		_		Services by Others	_	_
	Additional Services **				Additional Services **	\$ - \$ -	-
	Total this Subconsultant (ULC)		_ \$ -			<u> </u>	- \$-
	rotal this subconstitutit (OEC)		-		Total this Subconsultant (ULC)		<u> </u>
3				8			~
	Direct Labor	\$ -	_		Direct Labor	\$ -	-
	Direct Costs	\$ -			Direct Costs	\$ -	-
	Services by Others	<u>\$</u> -	_		Services by Others	\$	_
	Additional Services **	<u> </u>			Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		\$		Total this Subconsultant (ULC)		\$ -
4				9			
	Direct Labor	\$ -			Direct Labor	\$ -	-
	Direct Costs	\$ -	_		Direct Costs	\$ -	-
	Services by Others	\$ -			Services by Others	\$ -	-
	Additional Services **	\$ -	-		Additional Services **	\$ -	-
	Total this Subconsultant (ULC)	· · · · · · · · · · · · · · · · · · ·	- \$ -		Total this Subconsultant (ULC)		- \$ -
	()				Total the cubconsulate (OLO)		
5				10			_
	Direct Labor	\$ -	_		Direct Labor	\$ -	<u></u>
	Direct Costs	\$ -			Direct Costs	\$ -	-
	Services by Others	\$ -			Services by Others	\$ -	-
	Additional Services **	<u> </u>	_		Additional Services **	\$ -	-
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		<u>\$</u>

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

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

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

^{**} Additional services funds require prior authorization before use

Contract Information Sheet

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

Consultant Name:

Contract Number:

RR-16-4265

Proposal Date:

3/10/2017

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

Collins Engineer, Inc. Consultant:

RR-16-4265

Contract Number:

EXHIBIT A: ESTIMATED TASK WORK HOURS

Grand Total Exhibit A Hours

2,439

TASK Jan Feb Mar DCM Services	Apr May	7 Jun 8 32	Jul	Aug	Con		Nov	Dec	
DCM Services				D	בי	ಕ ೦	2		
DCM Services									
DCM Services									
			80	80	160	160	160	160	840
TOTALS		8 32	80	80	160	160	160	160	840

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Contract Number:	RR-1	RR-16-4265				ဂ် ဂ	Consultant:			Collins E	Collins Engineer, Inc.	nc.	
	_			EXHIE	SIT A: ES	EXHIBIT A: ESTIMATED TASK WORK HOURS	TASK	NORK H	ours				
					MO	MONTHS of YEAR 2018	YEAR 2	918					TOTAL
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DCM Services	160	180	160	700	460	700	7007	1001					
DOM DOI WOOD	001		200	001	No.	26	160	160	40	40	40	40	1440
													1000
TOTALS	160	160	160	160	160	160	160	160	40	40	40	40	1440

Contract Number:	RR-16	RR-16-4265				S	Consultant:			Collins Engineer, Inc.	ngineer, lı	JC.	
	_			EXHIE	SIT A: ES	EXHIBIT A: ESTIMATED TASK WORK HOURS	D TASK	NORK H	ours				
			:		MO	MONTHS of YEAR 2019	YEAR 2	019					TOTAL
TASK	Jan	Feb	Mar	Apr	May	unf	Inc	Aug	Sep	ö	Nov	Dec	
DCM Services	40	40	40	39									159
							i						
													The second secon
													i.
IOTALS	40	40	40	39									159

EXHIBIT "1" Page **381** of **636**

Co	ntract No.:	RR-16-4265	Consultant:	Collins Engine	er, Inc.	
		<u>EXHIBI</u>	T B: FEE CALC	CULATIONS		
A.	DIRECT LA	BOR (without overtime)				
		2,439.00 X (Total Work Hours from Exhibit C-2)	\$ 46.00 (Average Hourly Rate from Exhibit C-2)	= TOTAL DIRECT SALARY	\$	112,194.00
		Multiplier to be used on this project:	0 0 CM) /0 5 DMC			2.80
		Allowable Multiplier = (2.8 DSE) (2.5			\$	314,143.20
В.	REIMBURS	SABLE DIRECT COSTS NOT (For Prime Consultant listed above.)	ELIGIBLE FOR	R PROFIT		
				TOTAL DIRECT COSTS		\$15,791.80
C.	SERVICES	BY OTHERS				
		Total Allowable Fee DBE/MBE/WBE S	ubconsultant (from l	Exhibit H) _\$ -	•	
	Total Allo	wable Fee Non-DBE/MBE/WBE Subcon	sultant (from Exhibit	H (cont)) _\$ -	•	
				TOTAL SERVICES BY OTHERS	\$	· -
D.	ADDITION	AL SERVICES (Prime Consultant)		uires prior authorization before use)		
	ADDITION	AL SERVICES (Subconsultants)	·	uires prior authorization before use)		
			(Red	TOTAL ADDITIONAL SERVICES juires prior authorization before use)		-
E.	MAXIMUM	ALLOWABLE FEE (Upper Limit	t of Compensation)		\$	329,935.00

Contract No.: RR-1	RR-16-4265	Consultant:	Collins Engineer, Inc.	ineer, Inc.
Date: 3/10	3/10/2017			
	EXHIBIT C-1: P	EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	SCALATION TABLE	
	CONTRACT TERM: SCHEDULED START DATE:	24 5/1/2017	No. OF MONTHS	
	RAISE DATE:	1/1/2018		
	PERCENT OF RAISE:	%0		
	ESCALA	ESCALATION PER YEAR Year 1 through 5	rough 5	
5/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 4/30/2019		
Date Date 8.0	Date Date 12.0	Date Date	Date Date	Date Date
24.0	24.0	24.0	24.0	24.0
33.33% Factor First Period	50.00% Escalation Factor Second Period	16.67% Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period
	ESCALA	ESCALATION PER YEAR Year 6 through 10	rough 10	
	•			•
Date Date	Date Date	Date Date	Date Date	Date Date
24.0	24.0	24.0	24.0	24.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period
The esca	The escalation factor for this project is:	100.00%		

RR-16-4265 Contract No.:

3/10/2017

Date:

Consultant:_

100.00% (From Exhibit C-1)

Collins Engineer, Inc.

Escalation Factor:

DIRECT COST OVERTIME PREMIUM	Total Estimated O/T Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:		(See Note C to (See Note D to Right) Right)					The second secon							A STATE OF THE STA		
ol ol	Esti		Tota	ES A P O O O O O O O O O O O O O O O O O O) (266														
	2,439.00	\$46.00	\$112,194.00	Estimated Work Hours	(Including Overtime)	100.00	139.00	100.00	100.00	100.00	100.00	100.00	650.00	650.00			200.00	200.00	
RATES	Total Estimated Work Hours:	Average Hourly Rate:	Total Direct Labor	Escalated Average Hourly Rate for	(See Note B to Right)	\$70.00	\$70.00	\$70.00	\$70.00	\$60.63	\$41.77	\$49.95	\$46.48	\$39.75			\$18.47	\$32.38	
OURS AND				Average Hourly Rate for Classification	(See Note A to (See Note B to Right)	\$70.00	\$70.00	\$70.00	\$70.00	\$60.63	\$41.77	\$49.95	\$46.48	\$39.75			\$18.47	\$32.38	
TION MAN-H			Toliway MAXIMUM Hourly Rate	for Classification	\$70.00	\$70.00	\$70.00	\$70.00	\$60.00	\$40.00	\$60.00	\$60.00	\$50.00	\$70.00	\$70.00	\$20.00	\$40.00		
CLASSIFICA				Tollway MINIMUM Hourly Rate	for Classification	\$50.00	\$40.00	\$40.00	\$40.00	\$25.00	\$20.00	\$20.00	\$25.00	\$15.00	\$30.00	\$20.00	\$8.25	\$8.25	
EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES					Tollway Classification	Principal	Project Manager	Senior Engineer/Planner	Resident Engineer	Project Engineer/Planner□	Staff Engineer/Planner	Engineer /Accountant	Senior Technical Specialist	Technical Specialist	Architect	Realty Specialists	Intern	Admin/Clerical	
				Classification Eligible for	Premium Overtime?	S		N ON	N _O	No	No	No	No	No	92				"1

Version 13

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Cor	-4	-4	N I	-
u.nr	ura	CT	NO	-

RR-16-4265

Consultant: Collins Engineer, Inc.

Date: 3/10/2017

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	President	Daniel G. Cecchi	\$50 - \$70
	Vice President	Michael J. Garlich	
	Vice President	James M. Hamelka	
	Vice President	Daniel G. Stromberg	
Project Manager	E6	Patricia A. Donahue	\$40 - \$70
	E6	Bradley A. Syler	
	E6	Michael A. Haas	
	E6	Jason M. Schneider	
	E6	Jeremy W. Koonce	
Senior Engineer/Planner	E5	John C. Ashton	\$40 - \$70
	E5	Roy A. Forsyth	
	E5	Drew R. Garceau	
	E5	George E. Keck	
	E5	Ewa K. Mroczek	
1	E5	Madhulika Raj	
	E5	Rachel A. Tranel	
	E5	Brian P. Dilworth	
	E4	Ryan A. Gall	
	E4	Amber M. Seiber	
	E4	Lukas Janulis	
	E4	Michelle D. Koerbel	
	E4	Nicholas J. VanderZwan	
Resident Engineer	E6	Patricia A. Donahue	\$40 - \$70
Project Engineer/Planner	E3	Travis M. Franklin	\$25 - \$60
	E3	Joseph T. Heger	
	E3	Joseph P. Guerriero	
	E3	Marc B. Parker	
	E3	Timothy B. Walsh	
	E3	Jon M. Wittrock	
	E3	Piotr Sawulski	
Staff Engineer/Planner	E2	Carolyn E. Kois	\$20 - \$40
	E2	Anastasia E. Kotsakis	

Date: 3/10/2017

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
	E2	Zachary J. Tanner	
	E2	Raul A. Tejada	
	E2	Lin Yan	
	E2	Dritan K. Shehi	
	E2	Richard L. Raffin	
Engineer /Accountant	E1	Rachel M. Cortez	\$20 - \$60
	E1	Brandon J. Gillentine	
	E1	Jacob P. Green	
	E1	Oritseweyinmi J. Jemine	
	E1	Maribel Nieves	
	E1	Edgar L. Nunez	
	E1	Kevin M. Rice	
	E1	Karol M. Rybaltowski	
	E1	Michael J. Spencer	
	E1	Breanne M. Stromberg	
	E1	Kyle M. Von Holten	
Senior Technical Specialist	Т3	James R. Bolster	\$25 - \$60
	D3	Patricia R. Haines	·
	P1	Katherine A. Daley	
	D3	Denis Redzic	
	T2	Loretta J. Shumate	
	D2	Barbara L. Vogrig	
Technical Specialist	T1	Emily Navarrete	\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern	Intern	TBD	\$8.25 - \$20
Admin/Clerical	C1	Laura A. Altman	\$8.25 - \$40
	Project Administrator	Rita K. Bhatia	
	Project Administrator	Lisa A Gagel	
	Project Administrator	Carol A. Muhammad	
	Project Administrator	Debra Z. Thompson	

Contract No.:	RR-16-4265	Consultant:	Collins Engineer, Inc	, 7 6
		EXHIBIT D		
	REIMBURSABLE DIR	RECT COSTS - WORKSH	HEET ESTIMATES	
А.	VEHICLE REIMBURSEMENT http://www2.illinois.gov/cms/E			
B.	ALLOWABLE DIRECT COST http://www.illinoistollway.com/o TOLLWAY_XX_ALLOWABLE	documents/10157/2389762		
C.	ITEMIZED DIRECT COSTS - Allowable Direct Costs list, v from the Chief Engineer price	written permission must l	pe received	
	DIRECT COST CATEGORY			

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

\$ 15,791.80

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**

Overnight Delivery/Postage Courier Service

Copies of Deliverables and Mylars

Specific Insurance – required for project

Actual Cost

Actual Cost

CADD Actual Costs (Maximum of \$15.00/Hr)

Monuments – PermanentActual CostPayment for Newspaper AdsActual CostWeb SiteActual Cost

Facility Rental for Public Meetings & Exhibits/Rendering

& AV Equipment/Transcriptions
 Recording Fees
 Courthouse Fees
 Testing of Soil Samples
 Actual Cost
 Actual Cost
 Actual Cost
 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."

Contract No.:	RR-16-4265	Consultant:	Collins Engineer, Inc.
	E	KHIBIT E - KEY PROJECT PER	RSONNEL
Project Principa	ıl:		
Project Manage	r:		
Project Enginee	er:		
Resident Engine	eer:		
Documentation	Engineer:		
Project Civil En	gineer:		
Project Structui	ral Engineer:		
Project Drainag	e Engineer:		
Senior Enginee	·		
Others:	Name:		
	Classification:		
	Name:		
	Classification:		
	Name:		
	Classification:		
	Name:		
	Classification:		

EXHIBIT F

Contract No. RR-16-4265
Collins Engineer, Inc.
SCOPE OF SERVICES

Assist in Design Corridor Management structural services or other tasks as assigned by AECOM or other technical tasks as directed by the Tollway as part of this contract.

Rev. 6/2016

EXHIPPS/61/13
Page **391** of **636**

EXHIBIT G

Contract No. RR-16-4265

Collins Engineer, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
PTB 159/0071	DOT Various Design	\$1,500,000.00	\$10,000.00	6/1/2017
PTB 168/007 I	DOT Various Design	\$1,500,000.00	\$20,000.00	6/1/2017
PTB 169/039 I	DOT Various Underwater Bridge	\$600,000.00	\$240,000.00	1/1/2018
I	nspection			
PTB 179/014 I	DOT Various Underwater Bridge	\$600,000.00	\$60,000.00	6/1/2019
I	nspection			
(CDOT Lasalle Street Bridge	\$900,000.00	\$50,000.00	12/31/2017
(CDOT Lake Street Bridge	\$250,000.00	\$20,000.00	6/2/2017
PTB 182/04 I	DOT Various Design	\$1,000,000.00	\$1,000,000.00	12/31/2019

Contract No.:	RR-16-4265	Consultant:	Collins Engineer, Inc.
		_	

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			_	6			
	Direct Labor		_	-	Direct Labor		
	Direct Costs		_		Direct Costs	\$ -	
	Services by Others		_		Services by Others	\$ -	
	Additional Services **		_		Additional Services **	\$ -	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$
2				7			
	Direct Labor		-	-	Direct Labor		
	Direct Costs		_		Direct Costs	\$ -	
	Services by Others		_		Services by Others	\$ -	
	Additional Services **		_		Additional Services **	\$ -	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$
3				8			
	Direct Labor		_		Direct Labor		
	Direct Costs	<u> </u>	_		Direct Costs	\$ -	
	Services by Others	<u> </u>	_		Services by Others	\$ -	
	Additional Services **	_\$	_		Additional Services **	\$ -	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$
4				9			
-	Direct Labor		-		Direct Labor		
	Direct Costs	\$ -	_		Direct Costs	\$ -	
	Services by Others	\$ -			Services by Others	\$ -	
	Additional Services **	\$ -	_		Additional Services **	\$ -	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$ -
5				10			
	Direct Labor		_		Direct Labor	· · · · · · · · · · · · · · · · · · ·	
	Direct Costs	\$ -	_		Direct Costs	\$ -	
	Services by Others	\$ -	_		Services by Others	\$ -	
	Additional Services **	\$ -	···		Additional Services **	\$ -	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$
Addition	nal services funds require prior autho	rization before use			TOTAL DBE/MBE/WBE	Subconsultants:	\$ -
				TOTAL Ad	ditional Services DBE/MBE/WBE	Subconsultants:	\$
				TOTA	AL Allowable Fee DBE/MBE/WBE	Subconsultants:	\$ -

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

Project No.	

_	_				
	'R-	16	42	22	

_			
(:n	nei	ura	nt·

Collins Engineer, Inc.

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			_	6			_
	Direct Labor				Direct Labor		
	Direct Costs		···		Direct Costs	\$ -	_
	Services by Others		···		Services by Others	\$ -	_
	Additional Services **		_		Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$ -
2				7			
	Direct Labor		-	•	Direct Labor	\$ -	-
	Direct Costs				Direct Costs	\$ -	-
	Services by Others		_		Services by Others	\$ -	-
	Additional Services **		_		Additional Services **	\$ -	-
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$
3				8			
***************************************	Direct Labor	\$ -			Direct Labor	\$ -	-
	Direct Costs	\$ -	_		Direct Costs	\$ -	_
	Services by Others	\$ -	_		Services by Others	\$ -	_
	Additional Services **	\$ -	_		Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$ -
4				9			
	Direct Labor	\$ -	_		Direct Labor	\$ -	-
	Direct Costs	\$	_		Direct Costs	\$ -	
	Services by Others	\$ -	_		Services by Others	\$ -	_
	Additional Services **	\$ -	_		Additional Services **	\$ -	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$ -
5				10			
	Direct Labor	\$ -	_	.u	Direct Labor	\$ -	-
	Direct Costs	\$ -			Direct Costs	\$ -	-
	Services by Others	\$ -			Services by Others	\$ -	-
	Additional Services **	\$ -	_		Additional Services **	\$ -	-
	Total this Subconsultant (ULC)		- \$ -		Total this Subconsultant (ULC)		- \$ -
	• •				,,		
Additional	services funds require prior authori	zation before use			TOTAL Non-DBE/MBE/V	VBE Subconsultants:	<u>\$</u>

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

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

Contract Information Sheet

Consultant Name: EJM Engineering, Inc.

Contract Number: RR-16-4265

Proposal Date: 3/10/2017

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

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 toxes.

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

RR-16-4265	
Contract Number:	

Consultant:

EJM Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

									Gr	Grand Total Exhibit A Hours	Exhibit,	A Hours	3,252
					⊙	MONTHS of YEAR 2017	YEAR 20	. 11					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
							,				007		
DCM Services					20	32	160	160	160	160	160	160	1012
1													
TOTALS					20	32	160	160	160	160	160	160	1012

Contract Number:	RR-16-4265	4265				Con	Consultant:		_	EJM Engineering, Inc.	neering, Ir		
	_			EXHIB	IT A: ES	EXHIBIT A: ESTIMATED TASK WORK HOURS	TASKV	NORK H				•	•
													TOTAL
TASK	a c	407	101	1	OW 1	MONTHS of YEAR 2018	YEAR 20	018 }::-	200	į	, ca	300	HOURS
		2		 	may		3	Sac.	90	3		382	
	.*												
DCM Services	160	160	160	160	160	160	160	160	160	160	160	80	1840
	-												
TOTALS	160	160	160	160	160	160	160	160	160	160	160	80	1840

Contract Number:	RR-16-4265	4265				Con	Consultant:			EJM Engineering, Inc.	neering, l	j.	
	_			EXHIB	IT A: ES	EXHIBIT A: ESTIMATED TASK WORK HOURS	TASK	NORK H	ours				•
													TOTAL
TASK	Jan	Feb	Mar	Apr	May	MONINS OF YEAK 2019	YEAK 2	Aug	Sep	Ö	No No	Dec	HOURS
DCM Services	80	80	80	80	40	40							400
	:												
TOTALS	80	80	80	80	40	40							400

Contract No.:	RR-16-4265	Consultant	:	EJM Engineeri	ng, Inc.	
	<u>EXHII</u>	BIT B: FEE CA	<u>LCULAT</u>	IONS		
A. DIRECT LAB	OR (without overtime)					
	3,252.00 (Total Work Hours from Exhibit C-2)	(Average Hour Rate from Exhil C-2)	ly	TOTAL DIRECT SALARY	\$	166,730.04
	ıltiplier to be used on this project: Allowable Multiplier = (2.8 DSE) ('MO)			2.80
	DIRECT	REGULAR SA	LARY TI	MES MULTIPLIER	\$	466,844.11
	BLE DIRECT COSTS NO or Prime Consultant listed above.)		OR PRO	FIT		
				TOTAL DIRECT COSTS		\$28,058.39
C. SERVICES B	Y OTHERS					
те	otal Allowable Fee DBE/MBE/WBE	E Subconsultant (fro	m Exhibit H	n)_\$	-	
Total Allowal	ole Fee Non-DBE/MBE/WBE Subc	onsultant (from Exh	iibit H (cont)))_\$	-	
			тот	AL SERVICES BY OTHERS	\$	- .
	SERVICES (Prime Consultar	(1	Requires pri	ior authorization before use)	-	
ADDITIONAL	SERVICES (Subconsultants)		Requires pri	ior authorization before use)	-	
		(AL ADDITIONAL SERVICES ior authorization before use)	\$	-
E. MAXIMUM AL	LOWABLE FEE (Upper Lin	nit of Compensation	n)		\$	494.902.50

g, Inc.								Date Date	26.0	Escalation Factor Fifth Period			26.0	Escalation Factor Tenth Period	
EJM Engineering, Inc.		CALATION TABLE	No. OF MONTHS			ough 5		Date Date	26.0	Escalation Factor Fourth Period	ough 10	- Date	26.0	Escalation Factor Ninth Period	
Consultant:	ST MOTEROLISM TO LINE	SILICATION ES	26 1	1/1/2018	%0	ESCALATION PER YEAR Year 1 through 5	1/1/2019 - 6/30/2019	Date Date	26.0	23.08% Escalation Factor Third Period	ESCALATION PER YEAR Year 6 through 10	Date	26.0	Escalation Factor Eighth Period	100.00%
4265	17		CONTRACT TERM: SCHEDULED START DATE:	RAISE DATE:	PERCENT OF RAISE:	ESCALAT	1/1/2018 - 12/31/2018	Date Date	26.0	46.15% Escalation Factor Second Period	ESCALAT	Date Date	26.0	Escalation Factor Seventh Period	tion factor for this project is:
Contract No.: RR-16-4265	Date: 3/10/20		<i>"</i>				5/1/2017 - 12/31/2017	Date Date	26.0	30.77% Factor First Period		- Date	26.0	Escalation Factor Sixth Period	The escalati

Consultant: RR-16-4265 Contract No.:

Date:

Escalation Factor:_

100.00% (From Exhibit C-1)

EJM Engineering, Inc.

3/10/2017

DIRECT COST OVERTIME PREMIUM	ie E :s	en ::	.: ::	Estimated Overtime Hours (Overtime Hours Only) o (See Note D to Right)													
DIRE	Total Estimated O/T Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:	Escalated Average Premium Overtime Hourly Rate (See Note C to													
	3,252.00	\$51.27	\$166,730.04	Estimated Work Hours (Including Overtime)	10.00	1,100.00	20.00		670.00	720.00	580.00	80.00					72.00
RATES	Total Estimated Work Hours:	Average Hourly Rate:	Total Direct Labor_	Average Average Hourly Rate Hourly Rate for for Classification Classification (See Note A to (See Note B to Right)	\$70.00	\$70.00	\$62.73		\$48.07	\$36.98	\$40.97	\$34.41					\$33.75
HOURS AND				Average Hourly Rate for Classification (See Note A to Right)	\$70.00	\$70.00	\$62.73		\$48.07	\$36.98	\$40.97	\$34.41					\$33.75
TION MAN-				Tollway MAXIMUM Hourly Rate for Classification	\$70.00	\$70.00	\$70.00	\$70.00	\$60.00	\$40.00	\$60.00	\$60.00	\$50.00	\$70.00	\$70.00	\$20.00	\$40.00
CLASSIFICA				Tollway MINIMUM Hourly Rate for Classification	\$50.00	\$40.00	\$40.00	\$40.00	\$25.00	\$20.00	\$20.00	\$25.00	\$15.00	\$30.00	\$20.00	\$8.25	\$8.25
EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES				Tollway Classification	Principal	Project Manager	Senior Engineer/Planner	Resident Engineer	Project Engineer/Planner	Staff Engineer/Planner	Engineer /Accountant	Senior Technical Specialist	Technical Specialist	Architect	Realty Specialists	Intern	Admin/Clerical
				Classification Eligible for Premium Overtime?	No	S _O	S S	S	8	S S	S S	S S	₽	₽ (H	≗ BI	₽	운 1"

Version 13

Contra	ct N	٥.	RR-
VUILLIA	UL 11	V	KK-

k-16-4<u>265</u>_

Consultant: EJM Engineering, Inc.

Date: 3/10/2017

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	Joan Berry	\$50 - \$70
	Principal Engineer	Christopher Krueger	
Project Manager	Chief Engineer	Robert Paul Israel	\$40 - \$70
	Chief Engineer	Robert L. Peters	
	Chief Engineer	Mohammed Rashed	
	Assistant Chief Engineer	Carl L. Gutowski	
Senior Engineer/Planner	Senior Engineer	George Haenisch	\$40 - \$70
	Senior Engineer	Lisa Sagami	
	Senior Planner	Sidney E. Weseman	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Lead Engineer	Srijan Adhikari	\$25 - \$60
	Lead Engineer	Scott Cain	
	Lead Engineer	Marius Kucinas	
	Lead Engineer	Gregory Gedemer	
	Lead Engineer	Paresh Thakkar	
	Engineer III	Patrick Friedrich	
	Engineer III	Nathaniel R Jones	
	Engineer III	Clinton McClure	
Engineer /Accountant	Engineer II	Khaled Aboueid	\$20 - \$60
	Engineer II	William Bakos	
	Engineer II	Brigette Barr	
	Engineer II	Brian Doubek	
	Engineer II	Benjamin D. Jassin	
	Engineer II	Jaiz Waheed	
Staff Engineer/Planner	Engineer I	Parag Adhikari	\$20 - \$40
	Engineer I	David Brusich	
	Engineer I	Josh Grabijas	
	Engineer I	Matthew Martinelli	
	Engineer I	Eric Moecker	
	Engineer I	David Sippel	
	Engineer I	Christina Stoczynski	

Contract No.:	RR-16-4265	Consultant:	EJM Engineering, Inc.
Contract No.:	RR-16-4265	Consultant:	EJM Engineering, Inc.

Date: 3/10/2017

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
	Engineer I	Michael Todden	
	Construction Inspector	William Deuter III	
- A. B. (1971)	Construction Inspector	Christian Haas	
Senior Technical Specialist	CAD Operator	Paul Scott	\$25 - \$60
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Project Administrator	James J. Latsis	\$8.25 - \$40
		Jacquelyn Person	
· · · · · · · · · · · · · · · · · · ·		Aisha Sharif	
	Administrative	Catherine Carpenter	
		Deborah Mayer	
		Renee Stevens	
		Elyse Vukevich	

Contract N	o.:RR-16-4265	Consultant: _	EJM Engineering, Inc.
		EXHIBIT D	
	REIMBURSABLE DI	RECT COSTS - WORKSH	EET ESTIMATES
A.	VEHICLE REIMBURSEMEN' http://www2.illinois.gov/cms/E		
B.	ALLOWABLE DIRECT COS' http://www.illinoistollway.com/	documents/10157/2389762/1	
C.	ITEMIZED DIRECT COSTS - Allowable Direct Costs list, from the Chief Engineer pri	written permission must be	e received
	DIRECT COST CATEGORY		
	None		
		· · · · · · · · · · · · · · · · · · ·	

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

\$ 28,058.39

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
	Actual Cost

Aerial photography and mapping

Utility exploratory trenching

Actual Cost

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."

Contract No.:		_	Consultant:	EJM Engineering, Inc.	
	<u> </u>	XHIBIT E -	KEY PROJECT PE	RSONNEL	
Project Princi	ipal:	None			
Project Mana	ger:			· · · · · · · · · · · · · · · · · · ·	·
Project Engin	eer:				
Resident Eng	ineer:				
Documentation	on Engineer:				
Project Civil E	Engineer:				
	tural Engineer:				
	age Engineer:				-
Senior Engine					
Others:					
Others:	Name: Classification:	-		 	
	Name:				
	Classification:				
	Name:				
	Classification:				
	Name:				
	Classification:				

EXHIBIT F

Contract No. RR-16-4265
EJM Engineering, Inc.
SCOPE OF SERVICES

Assist in Design Corridor Management lighting or ITS services or other tasks as assigned by AECOM or other technical tasks as directed by the Tollway as part of this contract.

EXHIBIT G

Contract No. RR-16-4265

EJM Engineering, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-13-4151	Design Upon Request	\$6,500,000-Contract	\$1,488,270.80	12/31/2021
		\$3,315,000-EJM	\$476,831.00	
RR-14-4223	Tri-State Tollway 95th St. to Cermak Rd.	\$200,691.00	\$99,004.00	12/31/2017
RR-10-9973	General Engineering Consultant	\$2,233,910.00	\$255,532.00	6/30/2017
I-11-4014	Elgin O'Hare West Access	\$1,351,468.00	\$432,661.00	3/31/2018
I-15-4657	Elgin O'Hare Western Access-I- 294 to I-90	\$216,069.00	\$215,089.00	12/31/2020
RR-15-9976	Tollway Traffic Engineering Services	\$340,000.00	\$317,313.00	12/31/2019
RR-16-4254	I-88 Rehabilitation MP 91.4-	\$7,098,410-contract	\$5,048,863.62	12/31/2019
	MP113.3	\$4,374,688-EJM	\$3,383,220.00	
RR-16-5243	I-88 Rehabilitation MP 76.1- MP91.4	\$544,898.00	\$400,231.00	12/31/2018
RR-16-4256	I-355 Rehabilitation	\$380,522.00	\$283,117.00	
PTB 152/4	I-80 Phase I/II	\$642,388.00	\$195,365.00	12/31/2018
PTB 161/03	Central Ave. at BRC RR	\$509,982.00	\$98,989.00	on hold
PTB 163/01	Circle Interchange	\$230,147.00	\$83,279.00	5/31/2018
PTB 164/21	PMO for Passenger Rail	\$613,483.00	\$367,373.00	on hold
PTB 167/08	IL 47-Charles Rd. to IL 20	TBD in negotiation		12/31/2018
PTB 169/14	Phase I Various	TBD-DUR		12/31/2018
PTB 172/12	Phase I Various	\$149,835.00	\$121,674.00	12/31/2018
PTB 172/08	ITS Various	TBD-DUR		12/31/2017
PTB 157/28	Phase I/II Various	\$200,000.00	\$112,484.00	12/31/2021
PTB 162/02	Phase I Various	\$2,000,000-Contract	\$462,000.00	12/31/2022
		\$1,100,000 EJM est	\$339,000.00 EJM est	
PTB 162/01	Phase I Various	TBD-DUR		
PTB 174/16	Various Lighting Projects Statewide	\$3,000,000 est	\$2,692,354.00	12/31/2018
	DUR	EJM share \$2,250,000	\$1,822,000.00	
PTB 177/04	Phase II Various	\$19,334.00	\$1,574.00	12/31/2021
PTB 154/30	IL-47 IL 71 to Caton Farm Rd. Phase I/II	\$287,125.00	\$246,574.00	12/31/2021
PTB 162/03	Phase I Various	TBD-DUR	contract pending	
PTB 181/21	Passenger Rail PMO-Chicago to Quad Cities	TBD-DUR	contract pending	
PTB 182/03	IL 132 Phase II Design	TBD-DUR	contract pending	
PTB 181	Passenger Rail PMO-Chicago to Quad Cities	TBD-DUR	contract pending	

Contract No.:	RR-16-4265	Consultant:	EJM Engineering, Inc.

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

			6			
Direct Labor			•	Direct Labor		_
Direct Costs				Direct Costs	\$ -	_
Services by Others		<u>.</u>		Services by Others	\$ -	_
Additional Services **				Additional Services **	\$ -	_
Total this Subconsultant (ULC)	\$ -		Total this Subconsultant (ULC)		\$
**			7 .			_
Direct Labor				Direct Labor		_
Direct Costs				Direct Costs	\$	_
Services by Others				Services by Others	\$ -	
Additional Services **				Additional Services **	\$ -	
Total this Subconsultant (ULC)	_\$	_	Total this Subconsultant (ULC)		\$
			8 _			
Direct Labor				Direct Labor		
Direct Costs	\$	<u></u>		Direct Costs	\$ -	_
Services by Others	\$			Services by Others	\$ -	
Additional Services **	\$	<u></u>		Additional Services **	\$ -	_
Total this Subconsultant (JLC)	_\$		Total this Subconsultant (ULC)		\$
	****		9 _			_
Direct Labor				Direct Labor		_
Direct Costs	\$	<u> </u>		Direct Costs	\$ -	
Services by Others	.\$			Services by Others	\$ -	_
Additional Services **	\$	<u></u>		Additional Services **	\$ -	
Total this Subconsultant (JLC)	\$ -	_	Total this Subconsultant (ULC)		\$
			10			
Direct Labor			_	Direct Labor		-
Direct Costs	<u>\$</u>	<u> </u>		Direct Costs	\$ -	_
Services by Others	\$	<u>. </u>		Services by Others	\$ -	
Additional Services **	\$			Additional Services **	\$ -	
Total this Subconsultant (JLC)	\$ -		Total this Subconsultant (ULC)		\$
onal services funds require prio	authorization before use	•		TOTAL DBE/MBE/WE	BE Subconsultant	s: <u>\$</u>
			TOTAL A	Additional Services DBE/MBE/WB	BE Subconsultant	s: <u>\$</u>
			TO	TAL Allowable Fee DBE/MBE/WB	RF Subconsultant	 e· \$

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services):	
EXHIB	SIT "1" Version 13
Page 410	

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

onsultant:		

EJM Engineering, Inc.

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	SURCON	STILL TANTS	(NOT DBE/ME	F/WRE\
CIREK	SUBCUR	SOLIMINIS		C/AADE)

			_	6			
	Direct Labor		_		Direct Labor		
	Direct Costs		_		Direct Costs	<u> </u>	<u> </u>
	Services by Others		_		Services by Others	\$ -	
	Additional Services **		_		Additional Services **	\$ -	
	Total this Subconsultant (ULC)		\$		Total this Subconsultant (ULC)		<u> </u>
2				7			
- —	Direct Labor	·_	-	· —	Direct Labor	\$ -	
	Direct Costs		_		Direct Costs	\$ -	
	Services by Others		_		Services by Others	\$ -	_
	Additional Services **		-		Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		- \$ -		Total this Subconsultant (ULC)		 \$ -
_				_	, ,		
3	Direct Labor	\$ -	-	* —	Direct Labor	\$ -	_
	Direct Costs	\$ -	-		Direct Costs	\$ -	_
	Services by Others	\$ -	-				
	<u>-</u>	-	-		Services by Others		
	Additional Services **	<u> </u>	-		Additional Services **	\$ -	-
	Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		<u> </u>
4		· · · ·	_	9			<u> </u>
	Direct Labor	\$	_		Direct Labor	<u> </u>	
	Direct Costs	\$	_		Direct Costs	<u> </u>	
	Services by Others	\$ -	_		Services by Others	<u> </u>	
	Additional Services **	\$ -	_		Additional Services **	<u> </u>	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		<u> </u>
5				10			
	Direct Labor	\$ -	_	"	Direct Labor	\$ -	
	Direct Costs	\$ -	_		Direct Costs	\$ -	
	Services by Others	\$ -	_		Services by Others	\$ -	
	Additional Services **	\$ -	_		Additional Services **	\$ -	
	Total this Subconsultant (ULC)		_ _\$		Total this Subconsultant (ULC)		
					. ,		

** /	Additional	services	funds	require	prior	authorization	before	use
------	------------	----------	-------	---------	-------	---------------	--------	-----

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

TOTAL Additional Services Non-DBE/MBE/WBE Subconsultants: _______

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

Contract Information Sheet

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

Consultant Name:	Frega Associates, Ltd.	
Contract Number:	RR-16-4265	
Proposal Date:	3/10/2017	

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

RR-16-4265 Contract Number:

Consultant:_

Frega Associates, Ltd.

									Gr	and Tota	Grand Total Exhibit A Hours	A Hours	1,020
					MO	MONTHS of YEAR 2017	YEAR 2	017					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	unf	Jul	Aug	Sep	Oct	Nov	Dec	
DCM Services					8	∞	40	40	40	40	40	40	256
							-						
TOTALS					80	Ø	40	40	40	40	40	40	256

EXHIBIT "1" Page **413** of **636**

Contract Number:	RR-16	RR-16-4265				S	Consultant:			Frega Associates, Ltd.	ociates, L	td.	
	,			EXHE	SIT A: ES	EXHIBIT A: ESTIMATED TASK WORK HOURS) TASK	NORK H	OURS			'	ı
					MO	MONTHS of YEAR 2018	YEAR 2	018					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	deS	Oct	Nov	Dec	
DCM Services	40	40	40	40	40	40	40	40	40	40	40	40	480
													:
						-							
TOTALS	40	40	40	40	40	40	40	40	40	40	40	40	480

Rev. 6/2016

Contract Number:	RR-16	RR-16-4265				Con	Consultant:		_	Frega Associates, Ltd.	ociates, L	td.	
	-			EXHIB	IT A: ES	EXHIBIT A: ESTIMATED TASK WORK HOURS	TASKV	VORK HO	ours				
					MO	MONTHS of YEAR 2019	YEAR 20	119					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	unf	Jul	Aug	Sep	Oct	Nov	Dec	
										-			
DCM Services	40	40	40	20	20	20	20	20	16	16	16	16	284
TOTALS	UV	101	JUV	06	UC	UG	00	00	46	18	16	46	700

Co	ntract No.:	RR-16-4265	Consultant: _	Frega Assoc	iates, Ltd.	
		<u>EXHIBI</u>	T B: FEE CALC	CULATIONS		
A.	DIRECT LA	BOR (without overtime)				
		1,020.00 X (Total Work Hours from Exhibit C-2)	\$ 56.00 (Average Hourly Rate from Exhibit C-2)	= TOTAL DIRECT SALA	RY_\$	57,120.00
	ı	Multiplier to be used on this project: Allowable Multiplier = (2.8 DSE) (2.5	or 2.8 CM) (2.5 PMO))		2.80
		DIRECT R	EGULAR SALA	RY TIMES MULTIPLIER	\$	159,936.00
В.		ABLE DIRECT COSTS NOT (For Prime Consultant listed above.)	ELIGIBLE FOR	RPROFIT		
				TOTAL DIRECT COS	rs	\$5,031.50
C.	SERVICES	BY OTHERS				
		Total Allowable Fee DBE/MBE/WBE S	ubconsultant (from E	Exhibit H) \$ -		
	Total Allow	vable Fee Non-DBE/MBE/WBE Subcon	sultant (from Exhibit	H (cont)) _ \$		
				TOTAL SERVICES BY OTHER	s <u>\$</u>	_
D.	ADDITIONA	AL SERVICES (Prime Consultant)	(Reg	uires prior authorization before u		
	ADDITIONA	L SERVICES (Subconsultants)		uires prior authorization before u	_	
			(Req	TOTAL ADDITIONAL SERVICE unires prior authorization before unires		
E.	MAXIMUM A	ALLOWABLE FEE (Upper Limit	of Compensation)		\$	164,967.50

								Date Date	32.0	Escalation Factor Fifth Period			Date Date	32.0	Escalation Factor Tenth Period
	SCALATION TABLE	No. OF MONTHS				rough 5	•	Date Date	32.0	Escalation Factor Fourth Period	rough 10	•	Date Date	32.0	Escalation Factor Ninth Period
	EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	32	5/1/2017	1/1/2018	%0	ESCALATION PER YEAR Year 1 through 5	1/1/2019 - 12/31/2019	Date Date	32.0	37.50% Escalation Factor Third Period	ESCALATION PER YEAR Year 6 through 10		Date Date	32.0	Escalation Factor Eighth Period
.017	EXHIBIT C-1: PA	CONTRACT TERM:	SCHEDULED START DATE:	RAISE DATE:	PERCENT OF RAISE:	ESCALAT	1/1/2018 - 12/31/2018	Date Date	32.0	37.50% Escalation Factor Second Period	ESCALAT	1	Date Date	32.0	Escalation Factor Seventh Period
Date: 3/10/2017							5/1/2017 - 12/31/2017	Date Date	32.0	25.00% Factor First Period		1	Date Date	32.0	Escalation Factor Sixth Period

The escalation factor for this project is:

RR-16-4265 Contract No.:

Consultant:

Frega Associates, Ltd.

3/10/2017 Date:

Escalation Factor:

100.00%

(From Exhibit C-1)

2 m r O	Classification Eligible for Premium Overtime? No No No No No No	EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES Estingention For Inway Classification Spo.00 \$50.00	Tollway MINIMUM Hourly Rate for Classification \$40.00 \$20.00 \$20.00	TION MAN-H Toliway MAXIMUM Hourly Rate for Classification \$70.00 \$70.00 \$70.00 \$70.00 \$60.00	Average Hourly Rate for Classification (See Note A to Right) \$64.00	Total Estimated Work Hours: Average Hourly Rate: Labor Classification for Classification (See Note B to Right) S64.00	1,020.00 \$56.00 \$57,120.00 Work Hours (Including Overtime)	DIRECT COST OVERTIME PREMIUM Total Estimated O/T Hours: Average Premium O/T Hourly Rate: Escalated Covertime Premium (Overtime Hours Only) (See Note C to (See Note D t Right) Right) Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
Pa	0	Senior Technical Specialist Technical Specialist	\$25.00 \$15.00						
EXHIBI ge 418 c	<u> </u>	Architect Realty Specialists Intern	\$30.00 \$20.00 \$8.25	\$70.00	\$57.00	\$57.00	00.006		
of 6		Admin/Clerical	\$8.25		\$33.00	\$33.00	00.09		

Hours Only)
(See Note D to Right)

Contract No.:	RR-16-4265_	Consultant:	Frega Associates, Ltd.

Date: 3/10/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Principal, PM	John V. Frega	\$50 - \$70 \$40 - \$70 \$40 - \$70
Principal, PM	John V. Frega	
		\$40 - \$70
		\$40 - \$70
		\$25 - \$60
		\$20 - \$40
		\$20 - \$60
		\$25 - \$60
		\$15 - \$50
Architect	Rodolfo N. cuassay	\$30 - \$70
	: '	\$20 - \$70
		\$8.25 - \$20
Admin. Asst.	Betty J. Amato	\$8.25 - \$40
·		
	Architect Admin. Asst.	

Contract No.:	RR-16-4265	Consultant: _	Frega Associates, Ltd.
		EXHIBIT D	
	REIMBURSABLE DIR	ECT COSTS - WORKSH	EET ESTIMATES
Α.	VEHICLE REIMBURSEMENT http://www2.illinois.gov/cms/E		
В.	ALLOWABLE DIRECT COST http://www.illinoistollway.com/o TOLLWAY_XX_ALLOWABLE	documents/10157/2389762/	
C.	ITEMIZED DIRECT COSTS - Allowable Direct Costs list, v from the Chief Engineer price	written permission must b	e received
	DIRECT COST CATEGORY		
	None		

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

\$ 5,031.50

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
All Fale	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	
Traffic Systems	Actual Cost

Actual Cost

Actual Cost

Actual Cost

Storm sewer cleaning and televising

Traffic control and protection

Utility exploratory trenching

Aerial photography and mapping

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."

Contract No.:	RR-16-4265	Consultant:	Frega Associates, Ltd.
	<u>E</u>)	KHIBIT E - KEY PROJECT PE	RSONNEL
Project Princip	oal:		
Project Manag	jer:		
Project Engine	er:		
Resident Engi	neer:		·
Documentatio	n Engineer:		
Project Civil E	ingineer:		
Project Struct	ural Engineer:		
Project Draina	age Engineer:		
Senior Engine	eer:		
Others:	Name:	John V. Frega	
	Classification:	Architectural	
	Name:	Charles and the second of the	
	Classification:		
	Name:		
	Classification:		
	Name:		
	Classification:		

RESUMES

John Frega, RA, LEED AP

Frega Associates, Ltd.

EXHIBIT F

Contract No. RR-16-4265
Frega Associates, Ltd.
SCOPE OF SERVICES

Perform architectural services or other tasks as assigned by AECOM or other technical tasks as directed by the Tollway as part of this contract.

EXHIBIT G

Contract No. RR-16-4265

Frega Associates, Ltd.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.

Work Scope & Description of Project

Fee (Including all Supplementals and Extra Work Orders)

Fee Remaining
To Be Earned

Estimated
Date of
Completion

Contract No.:	RR-16-4265	Consultant:	Frega Associates, Ltd.
		_	

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.

BE/M	BE/WBE SUBCONSULTAN	ITS					
1 _			-	6 _			
	Direct Labor		_		Direct Labor		
	Direct Costs				Direct Costs	<u> </u>	
	Services by Others	•	_		Services by Others	\$ -	
	Additional Services **		_		Additional Services **	\$	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$
2				7			
	Direct Labor	 	_		Direct Labor		
	Direct Costs	4/01-6	_		Direct Costs	<u> </u>	
	Services by Others		<u> </u>		Services by Others	\$ -	
	Additional Services **		_		Additional Services **	\$	
	Total this Subconsultant (ULC)		_\$		Total this Subconsultant (ULC)		\$
3			_	8 _			
	Direct Labor				Direct Labor		
	Direct Costs	\$ -	<u></u>		Direct Costs	\$ -	
	Services by Others	<u> </u>	_		Services by Others	\$ -	
	Additional Services **	\$	_		Additional Services **	\$ -	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$
4 _				9 _			
	Direct Labor		_		Direct Labor		
	Direct Costs	_\$	_		Direct Costs	\$ -	
	Services by Others	_\$	-		Services by Others	\$ -	
	Additional Services **	\$ -	_		Additional Services **	<u>\$</u>	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$
5				10	·		
_	Direct Labor				Direct Labor		•
	Direct Costs	<u>\$</u>			Direct Costs	\$ -	
	Services by Others	\$ -			Services by Others	\$ -	
	Additional Services **	\$ -			Additional Services **	\$ -	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$
dditic	onal services funds require prior autho	rization before use			TOTAL DBE/MBE/WI		
				TOTAL	Additional Services DBE/MBE/WI	BE Subconsultants:	\$
				то	TAL Allowable Fee DBE/MBE/WI	BE Subconsultants:	\$
			DBE/ME	SE/WBE Per	rcentage of Total Fee (includes A	dditional Services):	

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

-		iect	. N	_
_	ru:	ie ci	LIN	E).

≀-16	126	:=	

Consultant:	Frega Associates, Ltd.

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 SUBCONSU	TANTS (NOT	DBE/MBE/WBE)
----------------	------------	--------------

1				6			
	Direct Labor				Direct Labor		_
	Direct Costs		-		Direct Costs	\$ -	_
	Services by Others		_		Services by Others	\$ -	_
	Additional Services **		_		Additional Services **	\$ -	_
	Total this Subconsultant (ULC)				Total this Subconsultant (ULC)		\$ -
2			_	7			<u>.</u>
	Direct Labor		_		Direct Labor	\$ -	- -
	Direct Costs	***************************************	-		Direct Costs	\$ -	_
	Services by Others		ma.		Services by Others	\$ -	-
	Additional Services **		-		Additional Services **	_\$	_
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		<u>\$</u>
3				R			
	Direct Labor	\$ -			Direct Labor	\$ -	-
	Direct Costs	\$ -	_		Direct Costs	\$ -	_
	Services by Others	\$ -	_		Services by Others	\$ -	_
	Additional Services **	\$ -	_		Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$ -
4				9			
	Direct Labor	<u>s</u> -	-		Direct Labor	\$ -	-
	Direct Costs	_\$	•••		Direct Costs	\$ -	_
	Services by Others	_\$	•••		Services by Others	\$ -	
	Additional Services **	\$ -	_		Additional Services **	\$ -	<u>.</u>
	Total this Subconsultant (ULC)		_\$		Total this Subconsultant (ULC)		\$ -
5				10			
	Direct Labor	\$ -	_		Direct Labor	\$ -	<u>.</u>
	Direct Costs	\$ -			Direct Costs	\$ -	-
	Services by Others	\$ -	_		Services by Others	\$ -	_
	Additional Services **	\$ -			Additional Services **		_
	Total this Subconsultant (ULC)		- \$ -		Total this Subconsultant (ULC)		- \$
	. ,						

** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants:	\$ <u>-</u>

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

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



John V. Frega, AIA Partner-in-Charge Architectural Review

> EXHIBIT "1" Page **429** of **636**

Contract Information Sheet

Complete the folio	owing information and it will be populated on every exhibit.	
Consultant Name:	Hanson Professional Services Inc.	
Contract Number:	RR-16-4265	
Proposal Date:	3/10/2017	
Exhibit Pointers	Editable cells in each exhibit are underlined in red	
	Notes and guidance for each exhibit are on the right of the exhibit	ts in yellow text boxes
	A full set of instructions to complete the exhibits is available on the	e Tollway's website

RR-16-4265 Contract Number:

Consultant:

Hanson Professional Services, Inc.

									פנים	Grand Total Exhibit A Hours	Exhibit /	A Hours	4
					MO	NTHS of	MONTHS of YEAR 2017	017					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	unf	Jul	Aug	Sep	Oct	Nov	Dec	
DCM Services					8	16	32	32	32	32	32	32	216
			1										
TOTALS					•	0,	00	00					

Contract Number:	RR-16	RR-16-4265				Con	Consultant:		Hanso	n Profess	ional Sen	Hanson Professional Services, Inc.	
				EXHIB	IT A: ES	EXHIBIT A: ESTIMATED TASK WORK HOURS	TASKV	VORK HO	OURS				•
					2	MONTHS of VEAD 2018	VEAD 20	α Σ					TOTAL
TASK	Jan	Feb	Mar	Apr	May	2 unc	Inc	Aug	Sep	Oct	Nov.	Dec	
	00				Š								
DCM Services	32	32	32	32	32	32	32						224
										-			
TOTALS	32	32	32	32	32	32	32						224

Contra	act No.:	RR-16-4265	Consultant:		Hanson Professio	nal Service	es Inc.
		EXHIB	IT B: FEE CAI	_CULAT	<u>'IONS</u>		
A. DIF	RECT LABOR	R (without overtime)					
		440.00 X (Total Work Hours from Exhibit C-2)	\$ 65.76 (Average Hourly Rate from Exhib C-2)	_	TOTAL DIRECT SAL	ARY_\$	28,934.40
		plier to be used on this project:					2.80
	Ali	owable Multiplier = (2.8 DSE) (2.	.5 or 2.8 CM) (2.5 Pi	10)		"- "	
		DIRECT F	REGULAR SAI	ARY TI	MES MULTIPLIER	\$	81,016.32
B. RE		LE DIRECT COSTS NOT prime Consultant listed above.)	FELIGIBLE FO	R PRO	FIT		
					TOTAL DIRECT COS	STS	\$2,983.68
C. SE	RVICES BY	OTHERS					
	Total	Allowable Fee DBE/MBE/WBE	Subconsultant (fror	n Exhibit H)_\$	<u>. </u>	
	Total Allowable	Fee Non-DBE/MBE/WBE Subco	nsultant (from Exhil	olt H (cont))_\$	·	
				тот	AL SERVICES BY OTHE	RS <u>\$</u>	_
D. AD	DITIONAL SI	ERVICES (Prime Consultant					
ADI	DITIONAL SE	ERVICES (Subconsultants)	(R	equires pri	or authorization before u	ise)	
			(R	equires pri	or authorization before u	ıse)	
			(R		AL ADDITIONAL SERVICE or authorization before u		
E. MA	XIMUM ALLO	OWABLE FEE (Upper Limit	t of Compensation)			\$	84,000.00

Hanson Professional Services, Inc.					•	Date Date	15.0	Escalation Factor Fifth Period		Date Date	15.0	Escalation Factor Tenth Period	
		SCALATION TABLE	No. OF MONTHS	hrough 5		Date Date	15.0	Escalation Factor Fourth Period	ırough 10	- Date Date	15.0	Escalation Factor Ninth Period	
Consultant:		EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	15 5/1/2017 1/1/2018 0%	ESCALATION PER YEAR Year 1 through 5	•	Date Date	15.0	Escalation Factor Third Period	ESCALATION PER YEAR Year 6 through 10	Date Date	15.0	Escalation Factor Eighth Period	100.00%
-4265	2017	EXHIBIT C-1: P	CONTRACT TERM: SCHEDULED START DATE: RAISE DATE: PERCENT OF RAISE:	ESCALA	1/1/2018 - 7/31/2018	Date Date 7.0	15.0	46.67% Escalation Factor Second Period	ESCALA.	Date Date	15.0	Escalation Factor Seventh Period	The escalation factor for this project is:
Contract No.: HR-16-4265	Date: 3/10/2017				5/1/2017 - 12/31/2017	Date Date 8.0	15.0	53.33% Factor First Period	-	- Date Date	15.0	Escalation Factor Sixth Period	The escale

Version 13

Contract No.:

RR-16-4265

3/10/2017

Date:

Consultant:

100.00% **Escalation Factor:**

Hanson Professional Services Inc.

(See Note D to Hours Only) **OVERTIME PREMIUM Estimated** (Overtime Overtime Right) Hours DIRECT COST Hours: Total Average **Fotal Overtime** See Note C to Premium: Estimated O/T Premium 0/T Hourly Rate: Hourly Rate **Escalated** Overtime Premium Average Right) 440.00 \$65.76 110.00 8.00 8.00 8.00 8.00 290.00 \$28,934.40 (From Exhibit C-1) Work Hours **Estimated** (Including Overtime) Total **Total Direct** Labor Work Hours: Hourly Rate: \$48.96 \$35.59 \$39.25 \$70.00 \$70.00 \$67.12 **Estimated** Average Classification | Classification (See Note B **Hourly Rate Escalated** Average to Right) EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES \$70.00 \$70.00 \$67.12 \$35.59 \$39.25 \$48.96 (See Note A Hourly Rate to Right) Average 호 \$70.00 \$70.00 \$40.00 \$60.00 \$60.00 \$70.00 \$70.00 \$50.00 \$20.00 Classification | Classification \$70.00 \$70.00 \$60.00 Hourly Rate MAXIMUM Tollway \$8.25 \$40.00 \$40.00 \$20.00 \$20.00 \$25.00 \$20.00 \$40.00 \$15.00 \$30.00 \$50.00 \$25.00 Hourly Rate MINIMOM Tollway **Tollway Classification** Senior Technical Specialist Project Engineer/Planner Senior Engineer/Planner Staff Engineer/Planner Engineer /Accountant **Technical Specialist** Resident Engineer Realty Specialists Project Manager Architect Principal Intern Classification **Eligible for Overtime 2** Premium ŝ ŝ ĝ ĝ ŝ ŝ ŝ ŝ ŝ ŝ ŝ

Rev. 6/2016

Version 13

Hanson Professional Services Inc. Consultant: RR-16-4265 Contract No.:

3/10/2017 Date:

Escalation Factor:

100.00% (From Exhibit C-1)

						(From Exhibit C-1)		
	EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES	CLASSIFICA	TION MAN-	HOURS AND	RATES	******	DIREC OVERTIME	DIRECT COST OVERTIME PREMIUM
					Total Estimated Work Hours:	440.00	Total Estimated O/T Hours:	
					Average Hourly Rate:	\$65.76	Average Premium O/T Hourly Rate:	
					Total Direct Labor	\$28,934.40	Total Overtime Premium:	
Classification Eligible for Premium Overtime?	Tollway Classification		Tollway MAXIMUM Hourly Rate for Classification	Average Average Hourly Rate Hourly Rate for for Classification Classification (See Note A (See Note B to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to	Escalated Estimated Average Overtime Premium Hours Overtime (Overtime Hourly Rate Hours Only) (See Note C to (See Note D to Right)
ON	Admin/Ciencial	\$8.25	\$40.00	\$27.45	\$27.45	8.00		

Contract	No.:	RR-16-4265
		1/1/-10-7200

Consultant: Hanson Professional Services Inc.

Date: 3/10/2017

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	Messmore, James P	\$50 - \$70
Project Manager	EAS 8	Nelson, John W	\$40 - \$70
Senior Engineer/Planner	EAS 6	Heaton, Mark T	\$40 - \$70
	EAS 8	McDonald Jr, David R	
	EAS 7	Nicol, Andrew A	
	EAS 5	Peters, David W	
	EAS 6	Petkevicius, Amber A	
-	EAS 6	Stock, Lynn M	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	EAS 5	McLaughlin, Stephen J	\$25 - \$60
	EAS 4	Williams, Jeffrey J	
Staff Engineer/Planner	EAS 2	Hehn, Kenneth R	\$20 - \$40
	EAS 2	Keller, Mark R	
	EAS 2	Munoz, Carlos D	
Engineer /Accountant	EAS 3	Quill, Michael C	\$20 - \$60
	EAS 3	Stojanovska, Elizabetha	
	EAS 3	Sumrak, Kimberly A	
Senior Technical Specialist			\$25 - \$60
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Admin 4	Howard-Juzkiw, Laurel J	\$8.25 - \$40
	Admin2	Widuch, Stephanie L	

Contract No.:	RR-16-4265	Consultant:	Hanson Professional Services Inc.
		EXHIBIT D	
	REIMBURSABLE DI	RECT COSTS - WORKS	SHEET ESTIMATES
A.	VEHICLE REIMBURSEMEN http://www2.illinois.gov/cms/E		
В.	ALLOWABLE DIRECT COS http://www.illinoistollway.com TOLLWAY XX ALLOWABLE	/documents/10157/238976	52/12 LG
C.	ITEMIZED DIRECT COSTS - Allowable Direct Costs list, from the Chief Engineer pri	written permission must	be received
	DIRECT COST CATEGORY		
	None		
	- 4		

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

\$ 2,983.68

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**

Overnight Delivery/Postage Courier Service

Copies of Deliverables and Mylars

Specific Insurance – required for project

Actual Cost

Actual Cost

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
 Recording Fees
 Courthouse Fees
 Testing of Soil Samples
 Actual Cost
 Actual Cost
 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

Actual Cost
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."

Contract No.:	RR-16-4265	Consultant:	Hanson Professional Services Inc.
	EX	KHIBIT E - KEY PROJECT F	PERSONNEL
Project Princip	al:		
Project Manage	er:		
Project Engine	er:		
Resident Engir	neer:		
Documentation	n Engineer:		
Project Civil Er	ngineer:		
Project Structu	ıral Engineer:		
Project Drainag	ge Engineer:		
Senior Enginee	er:		
Others:	Name:		
	Classification:		
	Name:		
	Classification:		
	Name:		
	Classification:		
	Name:		
	Classification:		

EXHIBIT F

Contract No. RR-16-4265

Hanson Professional Services Inc.

SCOPE OF SERVICES

Assist in Design Corridor Managment tasks or other tasks as assigned by AECOM or other technical tasks as directed by the Tollway as part of this contract.

EXHIBIT G

Contract No. RR-16-4265

Hanson Professional Services Inc.

CURRENT OBLIGATIONS FOR PROJECT

natile & Jol				ne ex Cyle
Ha.S.		aur Westel	1	
02S2006B	FIFTH & SIXTH ST GRADE SEPARATION STUDY	\$100,000.00	\$58,732.49	31-Dec-17
03R1753	NEWBURG VILLAGE SIDEWALK INSPECTIONS	\$16,600.00	\$4,557.82	01-Jan-18
03S2063A	STEVENS CREEK BIKEWAY	\$12,500.00	\$11,216.50	31-Dec-17
05S2068	8TH STREET BEAUTIFICATION	\$100,136.50	\$1,008.73	31-Dec-17
05S2092	FIFTH STREET ROAD	\$560,017.61	\$32,634.91	31-Dec-17
06S2055	US 20 / I-39	\$3,070,379.00	\$277,041.20	31-Jul-17
07S2010A	STANFORD AVENUE DESIGN	\$435,930.00	\$1,000.00	31-Dec-17
07S2010B	STANFORD AVENUE IMPROVEMENTS	\$399,015.00	\$1,314.00	31-Dec-17
07S2010C	STANFORD CONST OBSERV - FOX BR TO TAYLOR	\$228,322.00	\$79,886.48	31-Dec-17
08H0131	DISTRICT 9 VARIOUS WORK	\$1,937,374.03	\$188,153.82	31-Dec-17
09H0026A	OUTDOOR ADVERTISING CONTROL SERVICES	\$5,500,000.00	\$831,836.24	31-Dec-17
09H0035	JOLIET BRIDGE MAINTENANCE BUILDING	\$216,873.00	\$38,554.35	31-Dec-17
09Н0038	IDOT PTB 153/39 PH II I-57 AT 6000N	\$1,266,527.00	\$5,558.65	31-Dec-17
09L0105A	EAST MAIN ST GRADE SEPARATION - PH III	\$133,655.22	\$108,752.96	01-Jan-19
09L0179	SPFLD RR CONSOLIDATION STUDY	\$105,000.00	\$46,309.44	31-Dec-17
09L0179B	SPRINGFIELD RAIL IMPROVEMENTS PROJECT	\$9,591,125.00	\$1,794,113.20	31-Dec-17
09L0179D	SPRINGFIELD RAIL IMPROVEMENTS PROJECT	\$1,873,309.00	\$13,128.21	31-Dec-17
09L0179E	SOUTH SPRINGFIELD SIDING	\$50,000.00	\$49,875.00	31-Dec-17
09L0180	CAPITOL AVENUE CONST OBS 5-7, ARRA	\$229,941.00	\$13,885.96	31-Dec-17
09L0182	ROUTE 9 AND CO HWY 6 INTERSECTION DESIGN	\$44,677.24	\$1,926.27	31-Dec-17
10H0017	I-55 PH I RECONST-TORONTO RD TO SHERMAN	\$4,940,198.00	\$3,175,694.20	31-Dec-17
10L0007	OLYMPIAN DRIVE EAST/WEST EXTENSIONS	\$1,978,110.38	\$49,007.19	31-Dec-17
10L0072	COPPERAS CR RD OVER COPPERAS CR BRIDGE	\$243,356.00	\$5,982.13	31-Dec-17
10L0091	WASHINGTON STREET STUDY	\$2,171,386.00	\$35,819.91	31-Dec-17
10L0166	CAPITOL AVENUE CONST OBS 11TH TO MLK	\$194,131.74	\$8,551.77	31-Dec-17
11H0007	PTB 154; ITEM 034 VARIOUS	\$1,471,003.29	\$425,675.28	01-May-17
11L0203A	SHERIDAN ROAD	\$412,000.00	\$30,024.43	31-Jul-17
11L0203B	NEBRASKA & SHERIDAN BRIDGES	\$460,000.00	\$4,637.06	31-Dec-17
11L0203E	MAIN & UNIVERSITY/MACARTHUR	\$50,000.00	\$23,243.37	31-Dec-17
11L0203F	SHERIDAN ROAD SOUTH	\$375,000.00	\$123,385.66	31-Dec-17
12H0019	BNSF RAILROAD REPLACEMENT OVER IL 29	\$2,187,694.00	\$862,986.84	01-Jan-18
12H0033	IDOT DISTRICT 9 LAND ACQUSITION (2012)	\$694,090.00	\$51,223.84	14-Oct-17
12L0052	FRONT STREET TRAFFIC STUDY	\$395,000.00	\$145,690.49	31-Dec-17
12L0147B	EVERGREEN LAKE ON-SITE OBSERVATION	\$29,800.00	\$9,610.64	31-Dec-17
13H0006	SPRINGFIELD FLYOVER TIER 2	\$1,643,898.00	\$972,031.16	31-Jul-17
13H0021	IL Tollway RR-13-5662, PSB 13-2/5	\$2,978,116.80	\$209,791.15	28-Feb-20
13H0073	IDOT DISTRICT 4 LAND ACQUISITION (2014)	\$375,305.00	\$26,196.29	15-Jan-19
13H0106	MCCLUGAGE BRIDGE OVER THE ILLINOIS RIVER	\$1,632,791.00	\$436,934.87	31-Dec-17
13L0036	BICYCLE TRAIL IMPLEMENTATION PLAN	\$20,900.00	\$8,318.60	31-Dec-17
13L0056	HILLSIDE MANNHEIM STREETSCAPE II CO	\$45,000.00	\$2,408.07	31-Dec-17
13L0171	NORTHMOOR ROAD	\$1,070,000.00	\$109,693.14	31-Dec-18
13L0177	COURT STREET	\$1,100,000.00	\$817,300.00	31-Dec-17
13L0201	WINDSOR ROAD	\$279,609.00	\$1,705.61	31-Dec-17
13L0210	MACON CO BELTWAY ALIGNMENT ADJ STUDY	\$120,000.00	\$49,080.00	01-Dec-17
14H0003	IL Tollway I-13-4109, PSB 13-1/20	\$101,419.24	\$8,844.89	31-Dec-17

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14H0036	IL TOLLWAY, PSB 14-1/12, RR-13-5662	\$92,985.00	\$33,871.38	31-Dec-1
14H0040	IDOT PTB 172/13, R1/D1, PH V-V	\$1,800,000.00	\$1,485,496.53	21-Mar-2
14H0044	DISTRICT 6 LAND ACQ SERVICES (2015)	\$136,850.00	\$38,591.70	05-Mar-2
14H0078A	IL 104 OVER IL RIVER	\$300,000.00	\$9,600.00	31-Dec-1
14H0078B	IL 104 OVER IL RIVER	\$90,020.00	\$19,651.25	31-Dec-1
14L0051	RANDALL ROAD HSIP STAGE 3 PESA	\$31,728.00	\$1,792.36	31-Dec-1
14L0061	ONE-WAY / TWO-WAY DETERMINATION	\$150,000.00	\$31,638.26	31-Dec-1
14L0062	HILLSIDE MANNHEIM STREETSCAPE III CO	\$47,700.00	\$4,196.50	31-Dec-1
14L0072	HEITZ ROAD BRIDGE OVER BNSF	\$334,965.00	\$80,693.07	31-Dec-1
14L0091	HILLSIDE WATER MODELING	\$15,000.00	\$12,877.00	31-Dec-1
14L0106	NORTH LINCOLN AVENUE PHASE II	\$212,994.00	\$21,421.48	31-Dec-1
14L0108	TRI-COUNTY CONTINUING SERVICES	\$30,000.00	\$15,504.00	31-Dec-1
14L0113	NORTH ALPINE RD BOX CULVERT	\$171,060.00	\$6,487.94	31-Dec-1
14L0131E	MCORE PROJECT 4	\$241,755.75	\$166,956.52	31-Dec-1
14L0132	MACON COUNTY BELTWAY DESIGN	\$430,382.00	\$138,439.31	30-Jun-1
14L0149	HILLSIDE STREETSCAPE PDR AMENDMENT	\$81,066.49	\$11,338.92	31-Dec-1
15H0024	IL TOLLWAY, PSB 14-3/4, RR-14-4224	\$7,978,838.50	\$2,121,138.24	31-Dec-1
15L0008	TRIVOLI ROAD SN 072-3050 REPLACEMENT	\$303,000.00	\$98,261.42	28-Feb-1
15L0022	EAST STATE ROADWAY LIGHTING	\$73,890.00	\$17,220.27	31-Dec-1
15L0028	CONTINUING ENGINEERING SERVICES	\$22,770.00	\$11,685.48	31-Dec-1
15L0031	COUNTY HIGHWAY 4 ROW	\$155,750.00	\$64,978.90	31-Dec-1
15L0038	I-72/IL48 INTERCHANGE MODIFICATION STUDY	\$49,247.00	\$19,817.02	31-Dec-1
15L0049	REA'S BRIDGE ROAD DESIGN	\$353,844.00	\$212,685.59	01-Jun-1
15L0073	LATHAM RD BRIDGE BEAM REPAIRS	\$15,500.00	\$2,375.00	31-Dec-1
15L0077	RICHWOODS BOULEVARD BRIDGE REPLACEMENT	\$113,000.00	\$31,888.60	31-Dec-1
15L0098	BLOOMINGTON HAMILTON RD EXT-BUNN/COMMERC	\$986,084.52	\$618,303.55	01-Nov-1
15L0110	BUTTERFIELD ROAD PEII	\$1,165,177.59	\$295,252.75	31-Dec-1
15L0117	LAND ACQ-BREESE ROUNDABOUT	\$13,900.00	\$13,900.00	31-Dec-1
15L0147	TELEGRAPH ROAD STA - PED UNDERPASS	\$19,825.00	\$7,930.00	31-Dec-1
15L0147A	TELEGRAPH RD STA PED UNDERPASS, CONCEPT	\$100,639.01	\$31,071.01	07-Apr-1
15L0155	CUNNINGHAM RD BRIDGE - CONSTR ENGR	\$77,986.00	\$8,288.71	31-Dec-1
16H0076	OUTDOOR ADVERTISING CONTROL SERVICES	\$1,560,154.00	\$1,222,213.43	11-Jan-1
16L0004	DANVILLE NORTHEAST TRANSPORTATION STUDY	\$56,895.00	\$53,496.42	31-Oct-1
16L0005J	HILLSIDE - PACE BUS SHELTER	\$5,000.00	\$2,127.00	31-Dec-1
16L0045	TDM UPDATE AND APPLICATION	\$30,000.00	\$28,590.89	30-Apr-1
16L0056	GARDEN DRIVE RIGHT-OF-WAY	\$3,938.00	· · · · · · · · · · · · · · · · · · ·	CORS. CONTROPOSIONES PARAMETERS CONTROPOSIONIS CONTRO
16L0128	MERIDIAN RD BRIDGE REPAIRS	Control of the contro	\$1,228.34	31-Dec-1
16L0542	CARL SANDBURG INTERSECTION IMPROVEMENT	\$32,552.00	\$6,331.63	31-Dec-17
17L0027	HILLSIDE 2017 GENERAL ENGINEERING	\$64,600.00	\$61,676.77	01-Jan-18
17L0027 17L0027A		\$5,000.00	\$3,852.00	31-Dec-1
Shakar Salatar Senangan and Asia a con-	HILLSIDE FAU CLASSIFICATIONS	\$5,000.00	\$2,868.00	31-Dec-1
17L0027B	HILLSIDE MONUMENT LIGHTING	\$5,000.00	\$4,488.35	31-Dec-1
17L0027C	HILLSIDE 2017 MAP CHANGES	\$5,000.00	\$4,098.00	31-Dec-1
L7L0027D	HILLSIDE SANITARY GIS	\$5,000.00	\$4,836.00	31-Dec-1
L7L0027F	HILLSIDE - COMMONS PARK SURVEY	\$7,500.00	\$7,336.00	43100
17L0044	STENGER PROF. SERVICES - IDOT DISTRICT 5	\$12,400.00	\$12,269.07	31-Dec-19
94S2006D	ROCHESTER - RIVERTON ROAD DESIGN	\$709,057.00	\$109,734.77	31-Dec-17
96S2002F	MACARTHUR - WOODSIDE TO IRON BRIDGE	\$734,642.00	\$57,348.36	31-Dec-17
96S2002G	WOODSIDE ROAD UNDERPASS	\$828,505.00	\$444,186.38	31-Dec-17
96S2002GL	WOODSIDE ROAD UNDERPASS	\$168,325.00	\$167,649.80	31-Dec-17
96S2015A	5TH ST ROAD RURAL DESIGN PLANS	\$459,500.00	\$6,027.24	31-Dec-17
96S2071	MACON COUNTY SOUTH AND EAST BELTWAY	\$2,162,689.36	\$8,717.44	31-Dec-17

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Hanson Professional Services Inc.

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	SUBCO	NSULT	FANTS
-------------	-------	-------	--------------

1			_	6			_
	Direct Labor		_		Direct Labor		_
	Direct Costs		_		Direct Costs	\$ -	_
	Services by Others		_		Services by Others	\$ -	_
	Additional Services **		_		Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		\$		Total this Subconsultant (ULC)		\$ -
2				7			
	Direct Labor	·	_	· ·	Direct Labor		-
	Direct Costs		_		Direct Casts	·	_
*	Services by Others		-			<u> </u>	-
	Additional Services **		_		Services by Others	\$ -	-
		-	-		Additional Services **	<u>\$ -</u>	-
	Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		<u> </u>
3			-	8			_
	Direct Labor		_		Direct Labor		_
	Direct Costs	\$ -	-		Direct Costs	<u> </u>	_
	Services by Others	\$ -	_		Services by Others	<u> </u>	_
	Additional Services **	<u> </u>	-		Additional Services **	<u> </u>	_
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$ -
4				•			
· —	Direct Labor		_	• –	Direct Labor		-
	Direct Costs	\$ -	_		Direct Costs	<u> </u>	-
	Services by Others	\$ · -	_			<u>\$ -</u>	_
	Additional Services **	\$ -	_		Services by Others	\$ -	-
	Total this Subconsultant (ULC)	<u>Ф -</u>	-		Additional Services **	<u>\$</u> -	-
	rotar ans subconsultant (DEC)		<u> </u>		Total this Subconsultant (ULC)		<u> </u>
5			_	10			
	Direct Labor		_		Direct Labor		_
	Direct Costs	\$ -	_		Direct Costs	\$ -	-
	Services by Others	\$ -			Services by Others	\$ -	-
	Additional Services **	\$ -	_		Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		_\$		Total this Subconsultant (ULC)		- \$ -
	•				,		

_				_			
•	Additional	services	funds requir	e 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): HBT "T"
Version 13

Pro	ject	No.

RR-	16.	426	
KK-	10-	420	כו

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Co	ns	u	ta	n	L

Hanson Professional Services Inc.

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

		-	6 _			_
Direct Labor		_		Direct Labor		_
Direct Costs				Direct Costs	<u> </u>	_
Services by Others		-		Services by Others	\$ -	_
Additional Services **		_		Additional Services **	\$ -	_
Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		\$
	19894		7 _			<u>.</u>
Direct Labor				Direct Labor	_\$	<u> </u>
Direct Costs		_		Direct Costs	_\$	
Services by Others		_		Services by Others	<u> </u>	_
Additional Services **		_		Additional Services **	<u> </u>	-
Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		_\$
		_	8 _			_
Direct Labor	\$ -			Direct Labor	<u> </u>	_
Direct Costs	<u> </u>			Direct Costs	\$ -	_
Services by Others	<u> </u>	_		Services by Others	\$ -	
Additional Services **	\$ -	_		Additional Services **	\$ -	
Total this Subconsultant (ULC)		\$		Total this Subconsultant (ULC)		\$
		_	9 _			_
Direct Labor	\$ -	_		Direct Labor	\$ -	_
Direct Costs	\$ -	_		Direct Costs	\$ -	_
Services by Others	\$ -	_		Services by Others	\$ -	
Additional Services **	\$ -	_		Additional Services **	<u> </u>	_
Total this Subconsultant (ULC)				Total this Subconsultant (ULC)		_\$
		_	10			_
Direct Labor	\$ -	_		Direct Labor		_
Direct Costs	<u> </u>	_		Direct Costs	_\$ -	_
Services by Others		_		Services by Others	<u> </u>	
Additional Services **	\$ -	_		Additional Services **	<u> </u>	_
Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		\$

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

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

Contract Information Sheet

Consultant Name: HDR Engineering, Inc.

Contract Number: RR-16-4265

Proposal Date: 3/10/2017

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

		35	TOTAL	SUCIE			24													24	
		Hours			Dec		4						***************************************							4	
eering, Inc		Exhibit A			Nov		4													4	
HDR Engineering, Inc.		Grand Total Exhibit A Hours			Oct		4			000000000000000000000000000000000000000										4	
-	URS	Gra			Sep		4													4	
	ORK HO			117	Aug		4													4	
Consultant:	TASKV		1	YEAR 20	Jul		4											***************************************		4	
Con	EXHIRIT A: ESTIMATED TASK WORK HOURS		!	MONTHS of YEAR 2017	Jun																
	T A· ES	i i		W	May																
	II X				Apr		***************************************						***************************************								
					Mar																
RR-16-4265					Feb			***************************************				-									
RR-1					nel.		***************************************											***************************************			Ì
Contract Number:					TASK		DOM Son door	DCIMI SELVICES	***************************************		And the second s	***************************************				Same and the same	***************************************			TOTALS	

Contract Number:	RR-16-4265	4265				Con	Consultant:			HDR Engineering, Inc.	neering, lı	JC.	
				EXHIB	IT A: ES	EXHIBIT A: ESTIMATED TASK WORK HOURS	TASK	VORK H	OURS			·	•
					W	MONTHS of YEAR 2018	YEAR 20	318			:		TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
			***************************************							***************************************			
DCM Services	4	3	2	2									
				**	***************************************								
				*		***************************************							
000000000000000000000000000000000000000													
				,									

TOTALS	4	3	2	2									11

C	ontract No.: RR-16-4265 Consulta	nnt:	HDR Engineeri	ng, Inc.	
	EXHIBIT B: FEE	CALCULATIO	<u>ONS</u>		
A.	DIRECT LABOR (without overtime)				
	Total Work Hours from Exhibit C-2) (Average Hours Rate from Exception Excep		TOTAL DIRECT SALARY	\$	1,756.65
	Multiplier to be used on this project:				2.80
	Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.	5 PMO)			
	DIRECT REGULAR	SALARY TIN	MES MULTIPLIER	\$	4,918.62
B.	REIMBURSABLE DIRECT COSTS NOT ELIGIBLE (For Prime Consultant listed above.)	FOR PROFIT	TOTAL DIRECT COSTS		\$81.38
C.	SERVICES BY OTHERS				
	Total Allowable Fee DBE/MBE/WBE Subconsultant	(from Exhibit H)	<u> </u>		
	Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from I	Exhibit H (cont))_	\$ -		
		тота	L SERVICES BY OTHERS	\$	•
D.	ADDITIONAL SERVICES (Prime Consultant)	/Requires prio	r authorization before use)		
	ADDITIONAL SERVICES (Subconsultants)	firedance him	- 4441011244011 DEIDIE USE)		
		(Requires prio	r authorization before use)		
			ADDITIONAL SERVICES rauthorization before use)	\$	
E.	MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation	on)		\$	5,000.00

5,000.00

ering, Inc.					- Date	10.0	Escalation Factor Fifth Period		- Date	10.0	Escalation Factor Tenth Period	
: HDR Engineering, Inc.		SCALATION TABLE	No. OF MONTHS	rough 5	Date Date	10.0	Escalation Factor Fourth Period	rough 10	- Date Date	10.0	Escalation Factor Ninth Period	
Consultant:		EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	10 7/1/2017 1/1/2018 0%	ESCALATION PER YEAR Year 1 through 5	Date Date	10.0	Escalation Factor Third Period	ESCALATION PER YEAR Year 6 through 10	- Date Date	10.0	Escalation Factor Eighth Period	100.00%
-4265	2017	EXHIBIT C-1: P	CONTRACT TERM: SCHEDULED START DATE: RAISE DATE: PERCENT OF RAISE:	ESCALA	1/1/2018 - 4/30/2018 Date Date Date	10.0	40,00% Escalation Factor Second Period	ESCALAI	Date	10.0	Escalation Factor Seventh Period	ation factor for this project is:
Contract No.: RR-16-4265	Date: 3/10/201				7/1/2017 - 12/31/2017 Date Date 6.0	10.0	60,00% Factor First Period		Date Date	10.0	Escalation Factor Sixth Period	The escalati

Contract No.:	RR-16-4265	Consultant:	HDR Engineering, Inc.	
Date:	3/10/2017	Escalation Factor:	100.00%	

						(From Exhibit C-1)		
	EXHIBIT C-2: DIRECT LABOR	CLASSIFICA	TION MAN-	HOURS AND	RATES			T COST PREMIUM
					Total Estimated Work Hours:	35.00	Total Estimated O/T Hours:	
					Average Hourly Rate:	\$50.19	Premium O/T Hourly Rate:	
					Total Direct Labor	\$1,756.65	Total Overtime Premium:	
Classification Eligible for Premium Overtime?	Toliway 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 Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	1.00		-
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	1.00		3
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	\$51.71	\$51.71	1.00		
No	Senior Technical Specialist	\$25.00	\$60.00					
No	Technical Specialist	\$15.00	\$50.00	\$31.73	\$31,73	1.00		
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00	\$49.95	\$49.95	30.00		
No	Intern	\$8.25	\$20.00					
No	Admin/Clerical	\$8.25	\$40.00	\$34.59	\$34,59	1.00		

Contract No.: RR-16-4265 Cons	sultant:	HDR Engineering, Inc.
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Date: 3/10/2017

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	Pechnick, Patrick	\$50 - \$70
Project Manager	Project Manager	Hein, Thomas	\$40 - \$ 70
Senior Engineer/Planner			\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner			\$25 - \$60
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant	Clerical V	Garcia, Gayle	\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist	RES Tech !	Donohue, Deborah	\$15 - \$50
	RES Tech III	McMullen, Nancy	·
Architect			\$30 - \$70
Realty Specialists	Sr RES Agent	Bellinger, Lawrence	\$20 - \$70
	RES Agent III	Dimas, Francisco	
	RES Agent III	Dimas, Maria	
	Sr RES Agent	Handy, Adam	
	RES Agent III	Polk, Kim	
7.5	Sr RES Agent	Upchurch, Robin	
Intern			\$8.25 - \$20
Admin/Clerical	Clerical III	Cicchetti, Nicole	\$8.25 - \$40
	Clerical IV	Creighton, Donna	
	Clerical III	Hannusch, Angela	
**************************************			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

Contract No.:	RR-16-4265	Consultant:	HDR Engineering, Inc.
		EXHIBIT D	
	REIMBURSABLE DIR	ECT COSTS - WORKSH	IEET ESTIMATES
A.	VEHICLE REIMBURSEMENT http://www2.illinois.gov/cms/Er		
В.	ALLOWABLE DIRECT COST http://www.illinoistollway.com/o TOLLWAY XX ALLOWABLE	locuments/10157/2389762/	
C.	ITEMIZED DIRECT COSTS - F Allowable Direct Costs list, w from the Chief Engineer prio	vritten permission must b	e received
	DIRECT COST CATEGORY		
	None		
		 	

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

\$ 81.38

ALLOWABLE DIRECT COSTS

10.01.2013

State Rate (Maximum)

Actual Cost

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

rei Dieni	State Hate (Manufacture)
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

Specialized equipment – on an as needed basis with prior

inspection, noise meter, etc.)

Traffic control and protection

Utility exploratory trenching

Aerial photography and mapping

Storm sewer cleaning and televising

approval

Traffic Systems

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."

Contract No.:	RR-16-4265	Consultant:	HDR Engineering, Inc.
	<u>E</u>	XHIBIT E - KEY PROJECT PE	RSONNEL
Project Princip	eal:		
Project Manage	er:		
Project Engine	er:		
Resident Engir	neer:		·
Documentation	n Engineer:		
Project Civil E	ngineer:		
Project Structu	ıral Engineer:		
Project Draina	ge Engineer:		
Senior Enginee	er:		
Others:	Name:	Robin Upchurch	
	Classification:	Realty Specialist	
	Name:		
	Classification:		
	Name:		
	Classification:		
	Name:		
	Classification:		

RESUMES

Robin Upchurch, SR/WA, R/W-RAC HDR Engineering, Inc.

Robin Upchurch, SR/WA, R/W-RAC

EXHIBIT "I"
Page **459** of **636**

Robin Upchurch, SR/WA, R/W-RAC Sr. RES Agent

EXHIBIT F

Contract No. RR-16-4265
HDR Engineering, Inc.
SCOPE OF SERVICES

Assist in land acquisition/appraisal services or other tasks as assigned by AECOM or other technical tasks a directed by the Tollway as part of this contract.

EXHIBIT G

Contract RR-16-4265

CURRENT OBLIGATIONS FOR PROJECT

HDR Engineering, Inc.

Route & Job No.	Work Scope & Description of Project	Supplem	luding all entals and rk Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
140/03	IDOT York/Irving Park Road	\$2,36	2,564	\$75,000) 12-17
141/27	IDOT US 51 Corridor Study	\$3,64	9,939	\$100,00	00 5-17
155/16	IDOT Various Various	\$ 600,	000	\$75,000	12-17
156-07	IDOT Pump Station 4 PH I &II	\$2.00	0.000	\$1,700,	000 6-17
161-03	IDOT Central Ave @BRC RR	\$2,18	2,000	1,600,0	00 онно
167-020	IDOT District 2 Various, Various	\$ 600,	000	\$425,00	00 12-17
I-11 -4 017	ISTHA – I-90 Construction/Add Lane	\$24,8	57,824	\$55,000	12-17
-12-4061	ISTHA - MP Master Plan	\$865 ,	000	\$10,000	4-17
R-14-4221	ISTHA Mile Long Bridge MP	\$10,6	19,040	\$8,439,	000 10-19
As a sub:					
Route & Job No.	Work Scope & Description of Project	Supplem	luding all entals and rk Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
167-003	IDOT - PH III over Cumberland		\$45,000	\$0	
169-011	IDOT Various Various		as needed		
169-019	IDOT Various Various				
173-017	IDOT Various Maintenance Con	tract	TBD		
175-015	IDOT – FAP 343 (IL 53, IL 68) D)1	TBD		
I-13-4096	ISTHA I-90 Elgin to IL 53 CM Se	ervices	\$250,000	\$19,500)
I-13-4107	ISTHA- I-90 for Meacham over I	-90	\$100,000	\$11,700)
I-14-4646	ISTHA – Land Acquisition/Surve Request	ying Upon	\$750,019	\$621,00	00
I-14-4193	ISTHA -		\$17,000	\$17,000)
Route & Job No.	Work Scope & Description of Project	Suppleme	luding all entals and rk Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
Non-Tollway	and IDOT Obligations				
3.t, 3. 3.not	Pershing Road	\$ 906	803	\$81,000	12-17
Others	. G.oning Road	Ψ 900	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	ΨΟ 1,000	14-11
	CDI –Eastside Highway	\$3,914	4,000	\$361,000	12-17
	Will County I-80	\$ 907		\$ 10,000	4-17
	Lake – Gilmer/Midlothian	\$ 714	•	\$ 10,000	4-17
		·		•	HIBIT "1"

Page **463** of **636**

Contract	No.:	RR-16-4265

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	11126	EJELZ	

HDR Engineering, Inc.

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.

										TS

1				6			
	Direct Labor		_	• —	Direct Labor	-	-
	Direct Costs	- Tank	-		Direct Costs	\$ -	-
	Services by Others		_		Services by Others	\$ -	-
	Additional Services **		_		Additional Services **	\$ -	-
	Total this Subconsultant (ULC)		- \$ -		Total this Subconsultant (ULC)		- \$-
	,			_	Total tille odbooliediteit (oco)		Ψ
² —			-	7 _			-
	Direct Labor		_		Direct Labor		-
	Direct Costs		_		Direct Costs	\$ -	-
	Services by Others		_		Services by Others	\$ -	
	Additional Services **		_		Additional Services **	<u> </u>	
	Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		\$ -
3							
	Direct Labor		=	• <u> </u>	Direct Labor		•
	Direct Costs	\$ -	-		Direct Costs	\$ -	-
	Services by Others	\$ -	-				•
	Additional Services **	\$ -	-		Services by Others	<u> </u>	•
	Total this Subconsultant (ULC)	<u> </u>	- e		Additional Services **	<u> </u>	
	rotal tille Subconstillant (OLC)		<u> </u>	-	Total this Subconsultant (ULC)		-
4		·	_	9			
	Direct Labor		_		Direct Labor		•
	Direct Costs	\$ -	_		Direct Costs	\$ -	
	Services by Others	\$ -	_		Services by Others	<u>\$</u> -	
	Additional Services **	\$ -	-		Additional Services **	\$ -	
	Total this Subconsultant (ULC)		\$	_	Total this Subconsultant (ULC)		\$ -
6		* ***	_	10			
	Direct Labor		_		Direct Labor		
	Direct Costs	\$ -	-		Direct Costs	<u> </u>	
	Services by Others	<u> </u>	-		Services by Others	\$ -	
	Additional Services **	<u> </u>	_		Additional Services **	<u> </u>	
	Total this Subconsultant (ULC)		\$ -	_	Total this Subconsultant (ULC)		\$ -
A dalki a na	l complete fronte accordes and a south	.			TATAL BB-54-54-54		
Auditiona	I services funds require prior author	nzadon defore use			TOTAL DBE/MBE/WBI	= Subconsultants:	5 -
				TOTAL Addi	tional Services DBE/MBE/WB	E Subconsultants	<u> </u>
				TOTAL	. Allowable Fee DBE/MBE/WB	E Subconsultants	\$ -
			DBE/MBE	E/WBE Percent	tage of Total Fee (includes Ac	Iditional Services)	

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

_			
Co	nsı	ılta	ıní

HDR Engineering, Inc.

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 includ Exhibit H and attach Exhibits A-G for second tier subconsultants.

_				6			
	Direct Labor				Direct Labor		
	Direct Costs		_		Direct Costs	\$	<u>. </u>
	Services by Others		_		Services by Others	\$	• •
	Additional Services **				Additional Services **	\$	<u>. </u>
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$
_			_	7 _			
	Direct Labor		_		Direct Labor	\$	<u>. </u>
	Direct Costs		_		Direct Costs	\$	
	Services by Others				Services by Others	<u>\$</u>	<u>. </u>
	Additional Services **				Additional Services **	\$	<u> </u>
	Total this Subconsultant (ULC)		<u> </u>	_	Total this Subconsultant (ULC)		\$
_		 ·		8 _			
	Direct Labor	\$ -	_		Direct Labor	\$.	•
	Direct Costs	<u> </u>	_		Direct Costs	\$ -	<u>. </u>
	Services by Others	<u> </u>	_		Services by Others	\$ -	
	Additional Services **	<u>\$</u> -	_		Additional Services **	\$ -	<u> </u>
	Total this Subconsultant (ULC)		\$ -	_	Total this Subconsultant (ULC)		\$
_			_	9 _			
	Direct Labor	\$ -	_		Direct Labor	\$ -	<u> </u>
	Direct Costs	\$ -	_		Direct Costs	\$.	•
	Services by Others	\$ -	_		Services by Others	\$ -	<u>. </u>
	Additional Services **	\$ -			Additional Services **	\$ -	<u>. </u>
	Total this Subconsultant (ULC)		<u> </u>	_	Total this Subconsultant (ULC)		\$
			_	10 _	·	===	<u> </u>
	Direct Labor	\$ -	_		Direct Labor	\$ -	·
	Direct Costs	<u>\$</u> -			Direct Costs	<u> </u>	<u>. </u>
	Services by Others	<u>\$</u> -	_		Services by Others	\$ -	
	Additional Services **	<u>\$</u> -	_		Additional Services **	\$ -	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name:	Metro Strategies, Inc.	
Contract Number:	RR-16-4265	
Proposal Date:	3/10/2017	

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

"1" Rev. 6/2016

EXHIBIT "1" Page **467** of **636**

Consultant: Metro Strategies, Inc.

RR-16-4265

Contract Number:

EXHIBIT A: ESTIMATED TASK WORK HOURS

Grand Total Exhibit A Hours

									Gra	nd Total	Grand Total Exhibit A Hours	A Hours	5,150
								-					TOTAL
					⊗	NTHS of	MONTHS of YEAR 2017	217					HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
					Ca	Ua	180	160	160	160	160	160	1120
DCM Services		***************************************			00			3	3	3	2		
THE TAXABLE PROPERTY OF TA													

				-									

TOTALS					80	80	160	160	160	160	160	160	1120

Metro Strategies, Inc.	
Consultant:	
RR-16-4265	
Contract Number:	

				EXHIB	IT A: ES	EXHIBIT A: ESTIMATED TASK WORK HOURS	TASKV	VORK H	JURS			1	i
	_												
					S	MONTHS of YEAR 2018	YEAR 20	018					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	la L	Aug	Sep	Oct	Nov	Dec	

DCM Services	160	160	160	160	160	160	160	160	160	160	160	160	1920
ALEXANDER OF THE PROPERTY OF T													
The state of the s													

			30,	30,			١			180	160	160	1920
TOTALS	160	160	160	160	160	NGL.	IOO	100	001				770

Collinact Indilinel.	RR-16-4265	4265				Co	Consultant:			Metro Str	Metro Strategies, Inc.	Ċ	
				EXHB	IT A: ES	EXHIBIT A: ESTIMATED TASK WORK HOURS	TASKV	VORK H	ours			_	
					2	MONTHS of YEAR 2019	YEAR 20	19					TOTAL
TASK	Jan	Feb	Mar	Apr	May	Jun	D C	Aug	Sep	Oct	Nov	Dec	
				***************************************									ļ
DCM Conject	160	160	180	160	160	160	160	160	160	160	160	160	192
	2	3	3	2					***************************************				

AND THE REAL PROPERTY OF THE P													

													i

TOTALS	160	160	160	160	160	160	160	160	160	160	160	160	192

Contract Number:	RR-16	RR-16-4265				S	Consultant:			Metro Strategies, Inc.	ategies, In		
				EXHIB	IIT A: ES	TIMATEC	EXHIBIT A: ESTIMATED TASK WORK HOURS	VORK H	OURS				
		į			9€	NTHS of	MONTHS of YEAR 2020	020					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DCM Services	70	40	40	40									19(
	***************************************			***************************************									
	***************************************					***							
and the second s													
TOTALS	70	40	40	40									19(
>=====================================				l									

Contract No.: _		RR-16-4265	Consultant:		Metro Strategi		
		<u>EXHIBI</u>	T B: FEE CAL	CULAT	<u>IONS</u>		
A.	DIRECT LA	BOR (without overtime)					
		5,150.00 X (Total Work Hours from Exhibit C-2)	\$ 44.41 (Average Hourly Rate from Exhibit C-2)		TOTAL DIRECT SALARY	'_\$	228,711.50
		Multiplier to be used on this project: Allowable Multiplier = (2.8 DSE) (2.5	i or 2.8 CM) (2.5 PM	O)			2.80
		DIRECT R	EGULAR SAL	ARY TI	MES MULTIPLIER	\$	640,392.20
В.		ABLE DIRECT COSTS NOT (For Prime Consultant listed above.)	ELIGIBLE FO	R PROI	FIT		
					TOTAL DIRECT COSTS	***************************************	\$19,477.80
C.	SERVICES	BY OTHERS					
		Total Allowable Fee DBE/MBE/WBE S	ubconsultant (from	Exhibit H	-	_	
	Total Allov	vable Fee Non-DBE/MBE/WBE Subcon	sultant (from Exhib	it H (cont)) _ \$ -	_	
				тот	AL SERVICES BY OTHERS	_\$	
		AL SERVICES (Prime Consultant) AL SERVICES (Subconsultants)		quires pri	ior authorization before use)	
	ADDITIONA	AL SERVICES (Subconsultants)	(Re	quires pri	ior authorization before use)	
			(Re		AL ADDITIONAL SERVICES ior authorization before use		-
E.	MAXIMUM	ALLOWABLE FEE (Upper Limit	of Compensation)			\$	659,870.00

RR-16-4265

Contract No.:

RR-16-4265 Contract No.:

3/10/2017

Date:

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

Metro Strategies, Inc.

Consultant:

OVERTIME PREMIUM	Total Estimated O/T 5,150.00 Hours:	Average Premium O/T \$44.41 Hourly Rate:	Total Overtime \$228,711.50	Escalated Estimated Average Overtime Premium Hours Estimated Overtime	Work Hours Hourly Rate Hours Only) (Including (See Note C to (See Note D to Overtime) Right) Right)	200.00	2,100.00			150.00	2,000.00		400.00					
RATES	Total Estimated Work Hours:	Average Hourly Rate:	Total Direct Labor	Escalated Average Hourly Rate for	Classification (See Note B to Right)	\$70.00	\$55.75			\$37.90	\$27.87		\$38.00					
IFICATION MAN-HOURS AND RATES				Average Hourly Rate for	Classification (See Note A to Right)	\$70.00	\$55.75			\$37.90	\$27.87		\$38.00					
TION MAN-H				Tollway MAXIMUM	Hourly Rate for Classification	\$70.00	\$70.00	\$70.00	\$70.00	\$60.00	\$40.00	\$60.00	\$60.00	\$50.00	\$70.00	\$70.00	\$20.00	\$40.00
CLASSIFICA				Tollway	Hourly Rate for Classification	\$50.00	\$40.00	\$40.00	\$40.00	\$25.00	\$20.00	\$20.00	\$25.00	\$15.00	\$30.00	\$20.00	\$8.25	\$8.25
EXHIBIT C-2: DIRECT LABOR CLASS					Tollway Classification	Principal	Project Manager	Senior Engineer/Planner	Resident Engineer	Project Engineer/Planner	Staff Engineer/Planner	Engineer /Accountant	Senior Technical Specialist	Technical Specialist	Architect	Realty Specialists	Intern	Admin/Clerical
				Classification	Eligible for Premium Overtime?	o _N	٥N	οN	No	No	No	No	oN Po		% X⊦ 4	°N IIBI	°N T '	2 '1" 536

Contract No.:	RR-16-4265	Consultant:	Metro Strategies, Inc.
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Date: 3/10/2017

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	President	Karyn Romano	\$50 - \$70
Project Manager	Director	Tammy Wierciak	\$40 - \$70
Senior Engineer/Planner			\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner□	Project Manager	Ed Parks	\$25 - \$60
Staff Engineer/Planner	Communications Assistant	TBD	\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist	Communications Manager	Susan Franklin	\$25 - \$60
	Creative Director	Andrea Barnish	
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40
7 (3111117)			
-			

Contract No.:	RR-16-4265	Consultant:	Metro Strategies, Inc.
		EXHIBIT D	
	REIMBURSABLE DI	RECT COSTS - WORK	SHEET ESTIMATES
	VEHICLE REIMBURSEMEN http://www2.illinois.gov/cms/		
	ALLOWABLE DIRECT COS http://www.illinoistollway.com TOLLWAY XX ALLOWABL	n/documents/10157/23897	62/12 LG_
	ITEMIZED DIRECT COSTS Allowable Direct Costs list from the Chief Engineer pr	, written permission mus	st be received
	DIRECT COST CATEGORY	,	
	Video Production		

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

\$ 19,477.80

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**

Overnight Delivery/Postage Courier Service

Copies of Deliverables and Mylars

Specific Insurance – required for project

Actual Cost

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
 Recording Fees
 Courthouse Fees
 Testing of Soil Samples
 Actual Cost
 Actual Cost
 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."

Contract No.:	RR-16-4265	Consultant:	Metro Strategies, Inc.
	E	(HIBIT E - KEY PROJECT PERSON	<u>NEL</u>
Project Principa	l: .		
Project Manager	•••		
Project Enginee	r:		
Resident Engine	er:	····	
Documentation	Engineer:		
Project Civil Eng	gineer:		
Project Structur	al Engineer:		
Project Drainage	e Engineer:		
Senior Engineer			
•			
Others:	Name:		
	Classification:		
	Name:		
	Classification:		
	•		
	Name:		
	Classification:		
	Name:		
	Classification:		

EXHIBIT F

Contract No. RR-16-4265
Metro Strategies, Inc.
SCOPE OF SERVICES

Assist in Design Corridor Management stakeholder coordination/public outreach tasks or other tasks as assigned by AECOM or other technical tasks as directed by the Tollway as part of this contract.

EXHIBIT G

Contract No. RR-16-4265

Metro Strategies, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-12-4082	EOWA CM - Communications	\$128,510.00	\$76,410.24	12/31/2019
RR-14-4224	Road Study, Central Tri-State, Cermak Rd to Balmoral	\$351,712.00	\$121,757.76	6/1/2017
RR-14-4223	Road Study, Central Tri-State, 95th Ave to	\$126,017.00	\$39,777.51	6/1/2017
	Cermak Rd			
RR-15-9976F	Traffic Engineer, Research & Planning	\$544,000.00	\$524,532.09	4/30/2020

Contr	ract No.: RR-16-4265	_	С	onsultant	:: Metr	o Strategies, Inc.	
			EXHIBIT H - SERV	ICES BY	<u>OTHERS</u>		
Exhib	its A-G must be submitted	for each subco	onsultant listed be	elow. If a	subconsultant requires '	'Services by Oth	ers". thev must
					second tier subconsulta		, ,
DBE/M	BEWBE SUBCONSULTAN	NTS					
1				6			
	Direct Labor			***************************************	Direct Labor		_
	Direct Costs	***************************************			Direct Costs	\$	-
	Services by Others		manya.		Services by Others	\$ -	-
	Additional Services **				Additional Services **	\$ -	- .
	Total this Subconsultant (ULC)	-			Total this Subconsultant (ULC)		- \$ -
2 _	Direct Labor			7			
	Direct Costs				Direct Labor	<u> </u>	_
	Services by Others				Direct Costs	<u> </u>	-
	Additional Services **				Services by Others	<u>\$</u>	•
	Total this Subconsultant (ULC)		-		Additional Services **	<u> </u>	-
	rotal this Subconstitutint (OLC)		\$ -		Total this Subconsultant (ULC)		\$ -
3			******	8			-
	Direct Labor		_		Direct Labor		-
	Direct Costs	<u> </u>			Direct Costs	\$ -	_
	Services by Others	<u> </u>			Services by Others	\$ -	-
	Additional Services **	_\$			Additional Services **	\$ -	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		<u> </u>
4				9			
	Direct Labor				Direct Labor		-
	Direct Costs	\$ -			Direct Costs	_\$ -	_
	Services by Others	\$ -			Services by Others	\$ -	-
	Additional Services **	\$ -			Additional Services **	\$ -	-
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		- \$ -
5 _			_	10			_
	Direct Labor				Direct Labor		_
	Direct Costs	\$ -			Direct Costs	<u> </u>	<u>-</u>
	Services by Others	\$ -	_		Services by Others	\$ -	_
	Additional Services **		_		Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$ -

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

Project No.	

$C \wedge$.14-	-4-

Metro Strategies, Inc.

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			_	6			·
	Direct Labor		-		Direct Labor		_
	Direct Costs				Direct Costs	\$ -	
	Services by Others				Services by Others	\$ -	<u>.</u>
	Additional Services **		-		Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		\$		Total this Subconsultant (ULC)		\$ -
2				7			
	Direct Labor		_		Direct Labor	\$ -	_
	Direct Costs		_		Direct Costs	\$ -	_
	Services by Others				Services by Others	\$ -	_
	Additional Services **		_		Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$ -
3				ο.			
	Direct Labor	\$ -	-		Direct Labor	\$ -	-
	Direct Costs	\$ -	_		Direct Costs	\$ -	-
	Services by Others	\$ -	wa.		Services by Others	\$ -	<u>.</u>
	Additional Services **	\$ -	-		Additional Services **	\$ -	
	Total this Subconsultant (ULC)	4 -3	- \$ -		Total this Subconsultant (ULC)		- \$ -
					Total Life Substituting (SES)		
4		_	-	9			-
	Direct Labor	<u> </u>	-		Direct Labor	\$ -	-
	Direct Costs	\$ -	-		Direct Costs	\$ -	_
	Services by Others	\$ -	-		Services by Others	\$ -	-
	Additional Services **	<u> </u>	-		Additional Services **	\$ -	-
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		<u>\$</u> -
5			-	10			_
	Direct Labor	\$ -	-		Direct Labor	<u> </u>	
	Direct Costs	\$ -	-		Direct Costs	\$ -	
	Services by Others	\$ -			Services by Others	\$ -	_
	Additional Services **	\$ -	-		Additional Services **	_\$	-
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		<u>\$</u> -
Additions	l services funds require prior authoriz	zation before use			TOTAL Non-DBE/MBE/V	VRE Subconculto-to-	•
		and solve use			I O I AL HUII-DDE/RIDE/Y	TOL GUDCONSUITANTS:	-
							_

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: _ _ -

Contract Information Sheet

Complete the folio	wing information and it will be populated on every exhibit.	
Consultant Name:	Middleton Construction Consulting	
Contract Number:	RR-16-4265	
Proposal Date:	3/10/2017	
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 availab	le on the Tollway's website

Version 13

Contract Number: RR-16-4265

Consultant:

Middleton Construction Consulting

EXHIBIT A: ESTIMATED TASK WORK HOURS

									Gra	nd Total	Grand Total Exhibit A Hours	A Hours	1,160
								•					TOTAL
					울	NTHS of	MONTHS of YEAR 2019	19					SAUCE
TASK	nel	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
	5												
**************************************					***************************************								

DCM Services	***************************************			40	80	80	80	8	8	80	08	08	980
***************************************											-		

	***************************************			***************************************									

				***************************************		***************************************				***************************************			
										-			

TOTALS				40	80	80	80	80	80	80	80	80	089

RR-1		Jan	
Contract Number:	-	TASK	

Consultant:

RR-16-4265

Middleton Construction Consulting

EXHIBIT A: ESTIMATED TASK WORK HOURS

				1	:		ļ						I V I C I
					№	MONTHS of YEAR 2020	YEAR 2	020					HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DCM Services	80	80	80	80	80	80				***************************************			480
	-												
	-												
***************************************		***************************************											
TOTALS	80	80	80	80	8	80							480

Contract No.: <u>RR-16-4265</u>	Consultant: _	Middleton Construc	tion Co	nsulting
<u>EXHIBI</u>	T B: FEE CALC	<u>JLATIONS</u>		
A. DIRECT LABOR (without overtime)				
1,160.00 X (Total Work Hours from Exhibit C-2)	\$ 48.80 (Average Hourly Rate from Exhibit C-2)	= TOTAL DIRECT SALAR	Y_\$	56,608.00
Multiplier to be used on this project: Allowable Multiplier = (2.8 DSE) (2.5	or 2.8 CM) (2.5 PMO)			2.80
DIRECT RE	EGULAR SALAF	RY TIMES MULTIPLIER	\$	158,502.40
B. REIMBURSABLE DIRECT COSTS NOT E (For Prime Consultant listed above.)	ELIGIBLE FOR I	PROFIT		
		TOTAL DIRECT COSTS		\$6,465.10
C. SERVICES BY OTHERS				
Total Allowable Fee DBE/MBE/WBE Sul	bconsultant (from Exi	nibit H) \$ -	_	
Total Allowable Fee Non-DBE/MBE/WBE Subconsu	ıltant (from Exhibit H	(cont)) \$ -	-	
		TOTAL SERVICES BY OTHERS	\$	-
D. ADDITIONAL SERVICES (Prime Consultant)				
ADDITIONAL SERVICES (Subconsultants)	(Requir	es prior authorization before use)	•	
	(Requir	es prior authorization before use)	1	
	(Requir	TOTAL ADDITIONAL SERVICES es prior authorization before use)	\$	-
E. MAXIMUM ALLOWABLE FEE (Upper Limit of	Compensation)		\$	164,967.50

EXHIBIT "1"
Page 487 of 636

ontract No.: RR-1	RR-16-4265	Consultant:		Middleton Construction Consulting
Date: 3/10	3/10/2017			
	EXHIBIT C-1: F	EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	ESCALATION TABLE	
	CONTRACT TERM:		No. OF MONTHS	
	SCHEDULED START DATE:			
	KAISE DATE: PERCENT OF RAISE:	1/1/2020 0%		
	ESCALA	ESCALATION PER YEAR Year 1 through 5	through 5	
4/1/2019 - 12/31/2019	1/1/2020 - 6/31/2020	-		1
Date Date 9.0	Date Date	Date Date	Date Date	Date Date
15.0	15.0	15.0	15.0	15.0
60.00% Factor First Period	40.00% Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fith Period
	ESCALA	ESCALATION PER YEAR Year 6 through 10	hrough 10	
-	•	•		
Date Date	Date Date	Date Date	Date Date	Date Date
15.0	15.0	15.0	15.0	15.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period
The esca	The escalation factor for this project is:	.:		

Contract No.:

RR-16-4265

3/10/2017

Date:

Escalation Factor:

Consultant:_

100.00% (From Exhibit C-1)

Middleton Construction Consulting

Total Estimated O/T Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:	Escalated Estimated Average Overtime Premium Hours Overtime Hours Hourly Rate Hours Only) (See Note C to (See Note D to							AND THE PROPERTY OF THE PROPER							
1,160.00	\$48.80	\$56,608.00	Estimated Work Hours (Including			580.00			580.00								
Total Estimated Work Hours:	Average Hourly Rate:	Total Direct Labor	Escalated Average Hourly Rate for Classification (See Note B to			\$66.02			\$31.57								
			Average Hourly Rate for Classification (See Note A to						\$31.57								
			Tollway MAXIMUM Hourly Rate for				-										
			Tollway MiNIMUM Hourly Rate for	\$50.00	\$40.00	\$40.00	\$40.00	\$25.00	\$20.00	\$20.00	\$25.00	\$15.00	\$30.00	\$20.00	\$8.25	\$8.25	
					Project Manager	Senior Engineer/Planner	Resident Engineer	Project Engineer/Planner□	Staff Engineer/Planner	Engineer /Accountant	Senior Technical Specialist	Technical Specialist	Architect	Realty Specialists	Intern	Admin/Clerical	
			Classification Eligible for Premium	Overime C	No	N _O	N _O	N _O	N _o	N _O			E	ХH	₽ IBI	1	1"
	1,160.00 Estima	1,160.00 A Premi	1,160.00 A Premi \$48.80 Hourl Total Or \$56,608.00 Premi	Total Direct Hourly Rate Tollway Hourly Rate Hourly Ra	Principal Principal Principal	Premium Of Part Principal Project Manager Project Manager	Principal	Principal Principal Principal Principal Project Manager President Engineer Pres	Principal Principal Project Manager Proj	Principal Pri	Principal Project Manager Project Engineer/Planner S20.00 Staff Engineer/Planner S20.00 Staff Engineer/Planner S20.00 Staff Engineer/Planner S20.00 S60.00 S60.	Principal Prin	Premium	Total Direct Family Rate Family Rate	Total Direct	Classification	Permitten Perm

Contract No.: RR-16-4265	Consultant:	Middleton Construction Consulting
--------------------------	-------------	-----------------------------------

Date: 3/10/2017

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		Joshua Houston	\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner			\$25 - \$60
Staff Engineer/Planner		Christian Klemp	\$20 - \$40
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
		The state of the s	

Contract No.:	RR-16-4265	Consultant:	Middleton Construction Consulting
	<u> </u>	EXHIBIT D	
	REIMBURSABLE DIRECT	COSTS - WORKS	HEET ESTIMATES
A.	VEHICLE REIMBURSEMENT - rate http://www2.illinois.gov/cms/Employ		
В.	ALLOWABLE DIRECT COSTS - bahttp://www.illinoistollway.com/documTOLLWAY_XX_ALLOWABLEDIRECT	nents/10157/2389762	
C.	ITEMIZED DIRECT COSTS - For an Allowable Direct Costs list, written from the Chief Engineer prior to it	n permission must	be received
	DIRECT COST CATEGORY		
	None	Water before the state of the s	
		· · · · · · · · · · · · · · · · · · ·	
		A CONTRACTOR OF THE CONTRACTOR	
•			
-			
-			
-			
-		· · · · · · · · · · · · · · · · · · ·	

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

\$ 6,465.10

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

Actual Cost

Utility exploratory trenching

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."

Contract No	o.: <u>RR-16-4265</u>	_ Consulta	int: <u>Middletc</u>	on Construction	Consulting
	E	XHIBIT E - KEY PROJ	ECT PERSONNE	<u>:L</u>	
Project Prin	cipal:				
Project Man	ager:				
Project Eng	ineer:				
Resident En	gineer:				
Documentat	tion Engineer:				
Project Civil	Engineer:				
	ctural Engineer:				
	nage Engineer:				
Senior Engir					
ocilior Eligii	1001.				
Others:	Name:				
	Classification:				
	Name:				
	•				
	Classification:		4-2-2-1		
	Name:				
	Classification:				
	Name:				
	Classification:				

EXHIBIT F

Contract No. RR-16-4265 Middleton Construction Consulting SCOPE OF SERVICES

Assist in project controls tasks or other tasks as assigned by AECOM or other technical tasks as directed by the Tollway as part of this contract.

EXHIBIT G

Contract No. RR-16-4265

Middleton Construction Consulting

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
	Cost Estimating - UW Madison Chemistry	\$120,000.00	\$93,000.00	4/1/2017
	Cost Estimating - UW Madison Southeast	\$98,000.00	\$74,000.00	8/1/2017
	Recreational Facility			
	General Contracting - VAMC Madison	\$3,615,287.00	\$3,525,287.00	11/1/2017
	Ambulatory Surgery Renovation	•		
	Cost Estimating - John R. Moses Skilled	\$81,000.00	\$54,000.00	10/1/2017
	Nursing Facility			
	Cost Estimating - UW Oshkosh Towers	\$51,500.00	\$35,500.00	9/1/2017
	Hall Addition & Renovation			

						nt: Middleton C		Consulting
			<u>EXHIBI</u>	TH-SER	VICES B	Y OTHERS		
hibits	A-G must be submitte	d for each sul	bconsultar	nt listed b	elow. If	a subconsultant requires "	Sarvicas	ny Othoro" tha
	inc	lude Exhibit I	H and attac	h Exhibit	s A-G fo	r second tier subconsultar	its.	by Outers , the
E/MBI	WBE SUBCONSULTA	NTS						
	Direct Labor				6			
	Direct Costs		***************************************			Direct Labor		
	Services by Others					Direct Costs	\$	
	Additional Services **	***************************************				Services by Others	\$	
	Total this Subconsultant (ULC)		 \$	_		Additional Services ** Total this Subconsultant (ULC)	_\$	
	, ,					rotal this Supconsultant (OLC)		_\$
	D:				7 _			
	Direct Labor					Direct Labor		
	Direct Costs		·			Direct Costs	\$	-
	Services by Others					Services by Others	\$	-
	Additional Services **					Additional Services **	\$	-
	Total this Subconsultant (ULC)		\$			Total this Subconsultant (ULC)		_\$
					8			
	Direct Labor					Direct Labor		
	Direct Costs	_\$	<u> </u>			Direct Costs	\$	-
;	Services by Others	_\$				Services by Others	\$	_
	Additional Services **	_\$	<u> </u>			Additional Services **	\$	_
	Total this Subconsultant (ULC)		\$			Total this Subconsultant (ULC)		

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

Direct Costs

Direct Labor

Direct Costs

Services by Others

Additional Services **

Total this Subconsultant (ULC)

Services by Others

Additional Services **

Total this Subconsultant (ULC)

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

Direct Labor

Direct Costs

Direct Labor

Direct Costs

Services by Others

Additional Services **

Total this Subconsultant (ULC)

Services by Others

Additional Services **

Total this Subconsultant (ULC)

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services):

Project No.	RR-16-4265

Consultant:	Middleton Construction Consulting
-------------	-----------------------------------

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.

			6			
Direct Labor				Direct Labor		
Direct Costs	***			Direct Costs	\$ -	-
Services by Others				Services by Others	\$ -	
Additional Services **				Additional Services **		
Total this Subconsultant (ULC)		<u>\$</u> -		Total this Subconsultant (ULC)		\$
Direct Labor			7			
				Direct Labor	_\$	
Direct Costs				Direct Costs	\$ -	
Services by Others				Services by Others		
Additional Services **		****		Additional Services **	<u> </u>	
Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$
Direct Labor	\$ -	<u></u>	8 _			
Direct Costs		-		Direct Labor	\$ -	_
Services by Others				Direct Costs	\$ -	
Additional Services **	\$ - \$ -			Services by Others	<u> </u>	
		-		Additional Services **		_
Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		_\$
Direct Labor			9 _			
Direct Labor	\$ -			Direct Labor	\$ -	
Direct Costs	\$ -	_		Direct Costs	\$	_
Services by Others	\$ -			Services by Others	\$	
Additional Services **				Additional Services **	\$ -	_
Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		\$
		and the second s	10 _			_
Direct Labor	\$ -	_		Direct Labor	_\$	_
Direct Costs	\$ -	_		Direct Costs	\$	_
Services by Others	\$ -	_		Services by Others	\$ -	_
Additional Services **	\$	_		Additional Services **	\$ -	_
Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		\$
al services funds require prior autho	rization before use			TOTAL Non-DBE/MBE/W	BE Subconsultants:	\$
		то	TAL Addit	ional Services Non-DBE/MBE/W	BE Subconsultants:	\$
			TOTAL	Allowable Fee Non-DBE/MBE/W	PE Cube amoultants	

Contract Information Sheet

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

Consultant Name:	Panacea, LLC	
Contract Number:	RR-16-4265	
Proposal Date:	3/10/2017	

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-16-4265

Consultant:

Panacea, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

									מציט	and Total	Grand Total Exhibit A Hours	A Hours	815
					2	TANC GARANTE	VI 4 1 2	7					TOTAL
						D CE I N	TEAR 2						HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DCM Services					2	80	80	80	80	80	80	080	495
TOTALS					7	8	80	80	80	80	80	80	495

Contract Number:	RR-16	RR-16-4265				Co	Consultant:			Panac	Panacea, LLC		
	<u>-</u>			EXHIB	EXHIBIT A: ESTIMATED TASK WORK HOURS	TIMATEC	TASK	VORK H	OURS				'
				=									
					MO	MONTHS of YEAR 2018	YEAR 20	118					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DCM Services	8	8	8	9	40								320
							, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,						
TOTALS	80	80	80	40	40								320

Contract No.:	RR-16-4265	Consultant	,	Panacea, L	.LC	and and the second sec
	EXHIE	BIT B: FEE CA	<u>LCULA</u> 1	<u>rions</u>		
A. DIRECT LABO	OR (without overtime)					
	(Total Work Hours from Exhibit C-2)	\$ 70.0 (Average Hourl Rate from Exhib C-2)	y	TOTAL DIRECT SALARY	\$	57,050.00
	ultiplier to be used on this project: Allowable Multiplier = (2.8 DSE) (2		MO)			2.80
	DIRECT	REGULAR SA	LARY T	IMES MULTIPLIER	\$	159,740.00
	BLE DIRECT COSTS NO or Prime Consultant listed above.)		OR PRO	FIT TOTAL DIRECT COSTS		\$5,227.50
C. SERVICES B	Y OTHERS					
To	otal Allowable Fee DBE/MBE/WBE	Subconsultant (fro	m Exhibit I	H)_\$ -	-	
Total Allowat	ole Fee Non-DBE/MBE/WBE Subco	onsultant (from Exh	ibit H (conf	n) <u>\$</u>	-	
			TO	TAL SERVICES BY OTHERS	\$	
D. ADDITIONAL	SERVICES (Prime Consultan	•	Requires p	rior authorization before use)	<u>.</u>	
ADDITIONAL	SERVICES (Subconsultants)	(1	Requires p	rior authorization before use)	-	
		. (1		TAL ADDITIONAL SERVICES rior authorization before use)		
E. MAXIMUM AL	LOWABLE FEE (Upper Lim	it of Compensation	1)		\$	164,967.50

Panacea, LLC								1	Date Date	13.0	Escalation Factor Fifth Period		Late Date	13.0	Escalation Factor Tenth Period	
		SCALATION TABLE	No. OF MONTHS				hrough 5	1	Date Date	13.0	Escalation Factor Fourth Period	rough 10	- Date	13.0	Escalation Factor Ninth Period	
Consultant:		EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	13	5/1/2017	1/1/2018	%0	ESCALATION PER YEAR Year 1 through 5		Date Date	13.0	Escalation Factor Third Period	ESCALATION PER YEAR Year 6 through 10	- Date	13.0	Escalation Factor Eighth Period	100.00%
4265	2017	EXHIBIT C-1: P	CONTRACT TERM:	SCHEDULED START DATE:	RAISE DATE:	PERCENT OF RAISE:	ESCALA	1/1/2018 - 5/31/2018	Date Date 5.0	13.0	38.46% Escalation Factor Second Period	ESCALA	- Date Date	13.0	Escalation Factor Seventh Period	The escalation factor for this project is:
Contract No.: RR-16-4265	Date: 3/10/2017							5/1/2017 - 12/31/2017	Date Date 8.0	13.0	61.54% Factor First Period		Date Date	13.0	Escalation Factor Sixth Period	The escala

Contract No.:

RR-16-4265

Consultant:

Panacea, LLC

3/10/2017 Date:

100.00% Escalation Factor:

(From Exhibit C-1)

		EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES	CLASSIFICA	TION MAN-H	OURS AND	RATES		DIRECT COST OVERTIME PREMIUM	COST
						Total Estimated Work Hours:	815.00	Total Estimated O/T Hours:	
						Average Hourly Rate:	\$70.00	Average Premium O/T Hourly Rate:	
						Total Direct Labor	\$57,050.00	Total Overtime Premium:	
			VewIoT	VewloT	Average Hourly Rate	Escalated Average Hourly Rate		Escalated Average Premium	Estimated Overtime Hours
υ ⁻	Classification Eligible for Premium	Tollway Classification	MINIMUM Hourly Rate for	MAXIMUM Hourly Rate for	for Classification (See Note A to	for Classification (See Note B to Right)	Estimated Work Hours (Including	Overtime Hourly Rate (See Note C to	(Overtime Hours Only) (See Note D to
	No	Principal	\$50.00	\$70.00					
	S S	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	815.00		
	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	en die des des des des des des des des des de				
	No	Engineer /Accountant	\$20.00	\$60.00					
	No	Senior Technical Specialist	\$25.00	\$60.00	emalente en emalente en en electron de entre en electron de entre en entre entre entre entre entre entre entre				
2ag	No	Technical Specialist	\$15.00	\$50.00					
e.	o _N	Architect	\$30.00	\$70.00					
1	۶ HII	Realty Specialists	\$20.00	\$70.00					
	° BIT	Intern	\$8.25	\$20.00					
	°N "1	Admin/Clerical	\$8.25	\$40.00					
36	,,,								

Contract No.:	RR-16-4265	Consultant:	Panacea, LLC
_			

Date: 3/10/2017

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		Derrick Colton	\$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			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern		•	\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40

RR-16-4265	Consultant:	Panacea, LLC	•
	EXHIBIT D		
REIMBURSABLE DIRE	ECT COSTS - WORKSHEE	ET ESTIMATES	
		Reimbursement.asp	
http://www.illinoistollway.com/d	locuments/10157/2389762/12		
Allowable Direct Costs list, w	vritten permission must be r	received	
	REIMBURSABLE DIRI VEHICLE REIMBURSEMENT http://www2.illinois.gov/cms/En ALLOWABLE DIRECT COSTS http://www.illinoistollway.com/o TOLLWAY XX ALLOWABLEI ITEMIZED DIRECT COSTS - I Allowable Direct Costs list, w from the Chief Engineer prio	EXHIBIT D REIMBURSABLE DIRECT COSTS - WORKSHEE VEHICLE REIMBURSEMENT - rate based on link below http://www2.illinois.gov/cms/Employees/travel/Pages/Travelf ALLOWABLE DIRECT COSTS - based on link below http://www.illinoistollway.com/documents/10157/2389762/12 TOLLWAY XX ALLOWABLEDIRECTCOSTS 10012013.PI ITEMIZED DIRECT COSTS - For any expense not include Allowable Direct Costs list, written permission must be a from the Chief Engineer prior to its inclusion. List those	EXHIBIT D REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES VEHICLE REIMBURSEMENT - rate based on link below http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.asp ALLOWABLE DIRECT COSTS - based on link below http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below: DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

\$ 5,227.50

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 Lodging Air Fare	State Rate (Maximum) State Rate (Maximum) Coach Rate with 2 weeks advance purchase
Vehicles Mileage Vehicle Rental	State Rate* (Maximum) \$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company) Vehicle Half-day Rate Parking	\$65/day \$32.50/half day 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)

Actual Cost

Monuments – PermanentActual CostPayment for Newspaper AdsActual CostWeb SiteActual Cost

Facility Rental for Public Meetings & Exhibits/Rendering

Tolls

& AV Equipment/Transcriptions
 Recording Fees
 Courthouse Fees
 Testing of Soil Samples
 Actual Cost
 Actual Cost
 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

- *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."

Contract No.:	RR-16-4265	Consultant:	Panacea, LLC	
	<u>E</u> .	XHIBIT E - KEY PROJECT PERSONNEL		
Project Principa	al:			
Project Manage	r:			
Project Enginee	er:	·		
Resident Engin	eer:			
Documentation	Engineer:			
Project Civil En				hadring from the same
Project Structu				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Project Drainag				
_	-			
Senior Enginee				
Others:	Name: Classification:			
	Name:			
	Classification:			
	Name:			
	Classification:		· · · · · · · · · · · · · · · · · · ·	,
	Name:			
	Classification:			

EXHIBIT F

Contract No. RR-16-4265

Panacea, LLC

SCOPE OF SERVICES

Assist in Design Corridor Management tasks or other tasks as assigned by AECOM or other technical tasks as directed by the Tollway as part of this contract.

EXHIBIT G

Contract No. RR-16-4265

Panacea, LLC

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.

Work Scope & Description of Project

Fee (Including all Supplementals and Extra Work Orders)

Fee Remaining To Be Earned Estimated
Date of
Completion

Contract No.:	RR-16-4265	Consultant:	Panacea, LLC	

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			_	6				
	Direct Labor		_		Direct Labor			
	Direct Costs		_		Direct Costs	\$ -		
	Services by Others		_		Services by Others	\$ -		
	Additional Services **		_		Additional Services **	\$ -		
	Total this Subconsultant (ULC)		_\$		Total this Subconsultant (ULC)		\$	
2				7				
	Direct Labor		_		Direct Labor			
	Direct Costs		_		Direct Costs	\$,
	Services by Others		_		Services by Others	\$ -		
	Additional Services **		_		Additional Services **	\$		
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$	
3			_	8				
	Direct Labor		-		Direct Labor			
	Direct Costs	\$ -	_		Direct Costs	\$ -		
	Services by Others	\$ -	<u></u>		Services by Others	\$ -		
	Additional Services **	\$ -	_		Additional Services **	\$ -		
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$	
4				9				
	Direct Labor		_		Direct Labor			
	Direct Costs	\$ -	_		Direct Costs	\$ -		
	Services by Others	\$ -	- .		Services by Others	\$ -		
	Additional Services **	\$ -			Additional Services **	\$ -		
	Total this Subconsultant (ULC)		_ _\$		Total this Subconsultant (ULC)		\$	
_								
5 _	Direct Labor		_	10	Direct Labor			
	Direct Costs	\$ -	_		Direct Costs	\$ -		
	Services by Others	\$ -	_		Services by Others	\$ -	•	
	Additional Services **	\$ -	_		Additional Services **	\$ -	•	
	Total this Subconsultant (ULC)		 _\$		Total this Subconsultant (ULC)		\$	-
							···	
Addition	nal services funds require prior autho	rization before use			TOTAL DBE/MBE/WE	RE Subconsultants.	•	_
	vv. v. voo inimo roquiro prior autilo	belote d3c		TOTAL Ad	Iditional Services DBE/MBE/WE			
					Al Allowable Fee DRF/MRF/WF			
				1()1/	ar anowanie ree DKF/MKF/Wi	こと さいいたいいをいけるわけない		-

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

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

Pro	iect	Nο

			_
DD	-16-	47C	<u> </u>

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

Consultant: Panacea, LLC

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.

1				6			
	Direct Labor				Direct Labor		
	Direct Costs		_		Direct Costs	\$ -	
	Services by Others		_		Services by Others	\$ -	
	Additional Services **		-		Additional Services **	\$ -	
	Total this Subconsultant (ULC)				Total this Subconsultant (ULC)		_ \$ -
_							
2	Discoul I show		-	7			
	Direct Labor	A	_		Direct Labor	<u> </u>	
	Direct Costs				Direct Costs	\$ -	_
	Services by Others		-		Services by Others	<u> </u>	
	Additional Services **		_ 		Additional Services **	\$ -	*
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		<u> </u>
3				8	<u>, , ,</u>		-
	Direct Labor	\$ -			Direct Labor	<u> </u>	
	Direct Costs	\$ -	_		Direct Costs	\$ -	_
	Services by Others	\$ -			Services by Others	\$ -	
	Additional Services **	<u> </u>	_		Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		_\$
4			_	9			
	Direct Labor	\$ -	_		Direct Labor	\$ -	
	Direct Costs	\$ -	_		Direct Costs	\$ -	
	Services by Others	\$ -	_		Services by Others	\$ -	
	Additional Services **	\$ -	_		Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$ -
_				40			
·	Direct Labor	\$ -	_ ,	10	Direct Labor	\$ -	
	Direct Costs	_	<u></u>		Direct Labor Direct Costs		_
	Services by Others	\$ - \$ -	<u></u>		Services by Others	\$ - \$ -	
	Additional Services **	\$ -			•	\$ -	_
	Total this Subconsultant (ULC)	Ψ -	œ		Additional Services **	<u> </u>	— •
	rotal tills Subcollstillatit (ULC)		<u> </u>		Total this Subconsultant (ULC)		<u> </u>
* Additiona	I services funds require prior author	ization before use			TOTAL Non-DBE/MBE/V	VBE Subconsultants	:
			•	FOTAL Addit	ional Services Non-DBE/MBE/V	VBE Subconsultants	: \$ -
					Allowable Fee Non-DBE/MBE/V		

Contract	Information Sheet	·
Complete the follo	wing information and it will be populated on every exhibit.	
Consultant Name:	PMCS, LLC	
Contract Number:	RR-16-4265	
Proposal Date:	3/10/2017	
Exhibit Pointers	Editable cells in each exhibit are underlined in red Notes and guidance for each exhibit are on the right of the exh	nibits in vellow text boxes
	A full set of instructions to complete the exhibits is available or	

STHIBIT A: ESTIMATED TASK WORK HOURS 11 TOT	Contract Number:	RR-1	RR-16-4265				Cor	Consultant:			PMC	PMCS, LLC		
MONTHS of YEAR 2017 TOT TOT TOT					EXHE	3IT A: ES	TIMATE	TASK V	VORK H	JURS				
MONTHS of YEAR 2017										Gra	ind Total	Exhibit,	A Hours	11,258
Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Not Dec Dec							į		· !					TOTAL
Jan Feb May Jun Jul Aug Sep Oct Nov Dec Vices 1 1 40 200						∑	NTHS of	YEAR 2]					HOURS
vices 18 40 200 200 200 200 200 200 200 200 200	TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Vices 18 40 200 <td></td>														
v/ces 18 40 200 <td></td>														
Vices 18 40 200 <td></td>														
	DCM Services					18	40	200	200	200	200	200	200	1258
1														
18 40 200 200 200 200														
	TOTALS					4	Φ	200	Š	200	Š	200	Š	1258

				EXHIB	IT A: ES	TIMATE	TASK V	EXHIBIT A: ESTIMATED TASK WORK HOURS	OURS				
					MO	MONTHS of YEAR 2018	YEAR 20	118					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DCM Services	200	200	200	200	200	200	200	200	200	200	200	200	2400
						-							
TOTALS	200	200	200	200	200	200	200	200	200	200	200	200	2400

	_			EXHB	EXHIBIT A: ESTIMATED TASK WORK HOURS	TIMATE	TASK V	VORK H	OURS			-	•
		ļ	i i		2	MONTHS of YEAR 2019	YEAR 20	119					TOTAL
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DCM Services	160	160	160	160	160	160	160	160	160	160	160	160	1920
TOTALS	160	160	160	160	160	160	160	160	160	160	160	160	1920
													220.

Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec	MONTHS of YEAR 2020 Jan Feb Mar Apr May Jun Jul Aug Sep Oct No Invices 160 160 160 160 160 160 160 160 160 160		_			EXHIE	SIT A: ES	EXHIBIT A: ESTIMATED TASK WORK HOURS	D TASK	WORK H	OURS			•	•
Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec HOU	Jan Feb Mar Apr May Jun Jul Aug Sep Oct No.			3											
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vices 160 </th <th>vices 160<!--</th--><th>TASK</th><th>Jan</th><th>Feb</th><th>Mar</th><th>Apr</th><th>May</th><th>Jun</th><th>Jul</th><th>Aug</th><th>Sep</th><th>Oct</th><th>Nov</th><th>Dec</th><th></th></th>	vices 160 </th <th>TASK</th> <th>Jan</th> <th>Feb</th> <th>Mar</th> <th>Apr</th> <th>May</th> <th>Jun</th> <th>Jul</th> <th>Aug</th> <th>Sep</th> <th>Oct</th> <th>Nov</th> <th>Dec</th> <th></th>	TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Vices 160 </td <td>vices 160<!--</td--><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></td>	vices 160 </td <td></td>														
		DCM Services	160		160	160	160					160		160	1920
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	_			EXHIB	IT A: ES	EXHIBIT A: ESTIMATED TASK WORK HOURS	TASK	VORK H	OURS				_
					MO	MONTHS of YEAR 2021	YEAR 20)21					TOTAL
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DCM Services	160	160	160	160	160	160	160	160	160	160	160	160	1920
TOTALS	160	160	160	160	160	180	180	180	7,00	100	097	460	7
		2	200	200	20	001	100	001	00	100	001	1001	1920

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					MO	MONTHS of YEAR 2022	YEAR 20	22					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DCM Services	160	160	160	160	160	160	160	O8	S	a	ď	ď	1520
					3	3	3	3	3	3	3	3	1350
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					EXILED ASK MORN HOOKS				2				
					MO	MONTHS of YEAR 2023	YEAR 2	023		• •			TOTAL
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DCM Services	Ca	UX	C	0									
Sei vices	00	8	0	00									320
TOTALS	8	8	8	8									000

Contract No.:	RR-16-4265	Consultant:	PMCS, LI	_C	·	
	<u>EXHI</u>	BIT B: FEE CALC	ULATIONS			
A. DIRECT LABO	R (without overtime)					
	11,258.00 (Total Work Hours from Exhibit C-2)	\$ 52.29 (Average Hourly Rate from Exhibit C-2)	= TOTAL DIRECT SALARY	<u>'</u> \$	588,680.82	
	iplier to be used on this project llowable Multiplier = (2.8 DSE) (r		2.80	
	DIRECT	REGULAR SALA	RY TIMES MULTIPLIER	\$	1,648,306.30	
	LE DIRECT COSTS NO Prime Consultant listed above.		PROFIT			
			TOTAL DIRECT COSTS		\$1,368.70	
. SERVICES BY	OTHERS					
То	tal Allowable Fee DBE/MBE/WBI	E Subconsultant (from E	Exhibit H) \$ -	-		
Total Allowabl	e Fee Non-DBE/MBE/WBE Subc	onsultant (from Exhibit	H (cont)) \$ -	_		
			TOTAL SERVICES BY OTHERS	\$		
	SERVICES (Prime Consultar	(Red	uires prior authorization before use	,		
ADDITIONAL S	SERVICES (Subconsultants)		uires prior authorization before use	5		
		(Rec	TOTAL ADDITIONAL SERVICES juires prior authorization before use	\$		
E. MAXIMUM ALI	LOWABLE FEE (Upper Lin	nit of Compensation)		\$	1,649,675.00	

PMCS, LLC				1/1/2021 - 12/31/2021 Date Date 72.0	16.67% Escalation Factor Fifth Period		Date Date	Escalation Factor Tenth Period	
	SCALATION TABLE	No. OF MONTHS	hrough 5	Date Date 12.0	16.67% Escalation Factor Fourth Period	irough 10	Date Date	Escalation Factor Mnth Period	
Consultant: _	EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	72 5/1/2017 1/1/2018 0%	ESCALATION PER YEAR Year 1 through 5	1/1/2019 - 12/31/2019 Date Date 12.0	16.67% Escalation Factor Third Period	ESCALATION PER YEAR Year 6 through 10	Date Date	Escalation Factor Eighth Period	100.00%
RR-16-4265 3/10/2017	EXHIBIT C-1:	CONTRACT TERM: SCHEDULED START DATE: RAISE DATE: PERCENT OF RAISE:	ESCAL	1/1/2018 - 12/31/2018 Date Date 12.0 72.0	16.67% Escalation Factor Second Period	ESCALA	1/1/2023 - 4/30/2023 Date Date 4.0 72.0	5.56% Escalation Factor Seventh Period	The escalation factor for this project is:
Contract No.: RR-1 Date: 3/10				5/1/2017 - 12/31/2017 Date Date 8.0 72.0	11.11% Factor First Period		1/1/2022 - 12/31/2022 Date Date 72.0	16.67% Escalation Factor Suth Period	The esca

Version 13

PMCS, LLC Consultant: Contract No.: RR-16-4265

EXHIBIT C.2. DIRECT LABOR CLASS FIGATION MANHOURS AND RATES Total North Hours: 11:260 Permitted of the Continue of the C							(From Exhibit C-1)		
Comparison					***************************************				
Company Comp		EXHIBIT C-2: DIRECT LABOR	CLASSIFICA	TION MAN-H	OURS AND	RATES		DIRECT OVERTIME	PREMIUM
Henrich Register Toliway Toliw						Total Estimated Work Hours:	11,258.00	Total Estimated O/T Mours:	
Toliway Toli						Average Hourly Rate:	\$52.29	Average Premium O/T Hourly Rate:	
Tollway Classification						Total Direct Labor	\$588,680.82	Total Overtime Premium:	\$0.00
Principal S50.00 \$70.00 S70.00	Tcation le for nlum	Tollwav Classification	Tollway MINIMUM Hourly Rate for Classification				Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to
Project Manager	2	Principal	\$50.00			\$0.00			
Senior Engineer/Planner \$40.00 \$70.00 \$64.30 3.77 Resident Engineer/Planner \$40.00 \$70.00 \$0.00 \$0.00 Shelf Engineer/Planner \$25.00 \$80.00 \$0.00 \$0.00 Staff Engineer/Planner \$25.00 \$80.00 \$0.00 \$0.00 Senior Tachnical Specialist \$25.00 \$80.00 \$25.66 \$25.66 \$20.00 Technical Specialist \$25.00 \$70.00 \$70.00 \$0.00 International Specialist \$25.00 \$70.00 \$70.00 \$0.00 International Specialist \$80.00 \$70.00 \$70.00 \$70.00 International Specialist \$80.00 \$70.00 \$70.00 International \$80.00 Interna	S S	Project Manager	\$40.00				3,709.00		
Resident Engineer	ę.	Senior Engineer/Planner	\$40.00				3,709.00		
Project Engineer/Planner \$25.00 \$60.00 \$0.00 Staff Engineer/Planner \$20.00 \$40.00 \$60.00 School Second \$20.00 \$60.00 \$60.00 School Second \$20.00 \$20.00 Technical Specialist \$25.00 \$20.00 \$20.00 Technical Specialist \$20.00 \$70.00 \$20.00 Really Specialist \$80.00 \$70.00 \$20.00 Infert	8	Resident Engineer	\$40.00						
Staff Engineer/Planner \$20.00 \$40.00 \$0.00 Engineer/Planner \$20.00 \$60.00 \$50.00 Seminor Technical Specialist \$25.00 \$50.00 \$25.65 \$25.65 Technical Specialist \$15.00 \$70.00 \$25.05 \$20.00 Technical Specialist \$10.00 \$70.00 \$70.00 Really Specialist \$20.00 \$70.00 \$20.00 Architect \$20.00 \$70.00 \$20.00 Architect \$20.00 \$70.00 \$20.00 Admin/Clerical \$8.25 \$40.00 \$20.00 Admin/Clerical \$8.25 \$40.00 \$20.00 Admin/Clerical \$10.00 \$10.00 Admin/Clerical	9	Project Engineer/Planner	\$25.00			\$0.00			
Engineer / Accountant \$20.00 \$60.00 \$60.00 Senior Technical Specialist \$25.00 \$50.00 \$25.65 \$25.65 \$3.64 Architect \$15.00 \$70	No	Staff Engineer/Planner	\$20.00			\$0.00			
Senior Technical Specialist \$25.00 \$50.00 \$0.00 Technical Specialist \$15.00 \$50.00 \$25.65 \$26.65 Architect \$30.00 \$70.00 \$50.00 Realty Specialists \$20.00 \$70.00 \$50.00 Interm Admin/Clerical \$8.25 \$40.00 \$50.00 Admin/Clerical \$8.25 \$8.25 \$8.25 \$8.25 Admin/Clerical \$8.25 \$8.25 \$8.25 \$8.25 \$8.25 Admin/Clerical \$8.25 \$8.25 \$8.25 \$8.25 \$8.25 Admin/Clerical \$8.25 \$8.25 \$8.25 \$8.25 \$8.25 \$8.25 Admin/Clerical \$8.25 \$8.2	9	Engineer /Accountant	\$20.00			\$0.00			
Technical Specialist \$15.00 \$50.00 \$25.65 \$25.65 \$3.64 Architect \$30.00 \$70.00 \$70.00 Really Specialists \$20.00 \$70.00 Intern	N _o	Senior Technical Specialist	\$25.00			\$0.00			
Architect	9	Technical Specialist	\$15.00				3,840.00		
Realty Specialists	Ş	Architect	\$30.00			\$0.00			
Intern	ç	Realty Specialists	\$20.00			\$0.00			
Admin/Clerical \$8.25 \$40.00 \$0.00	9	Intern	\$8.25			\$0.00			
	Ş	Admin/Clerical	\$8.25			\$0.00	00.0		
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Contract No.:	RR-16-4265	Consultant:	PMCS, LLC	
Date:	3/10/2017			

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	Project Controls Manager	Kerry Nutter	\$40 - \$70
Senior Engineer/Planner	Sr. Project Controls Specialist	Tope Aderiye	\$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	Cost Engineer	Janice Torelli	\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40
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Contract No.:	RR-16-4265	Consultant:	PMCS, L	LC
		EXHIBIT D		
	REIMBURSABLE DI	RECT COSTS - WORKSHEE	T ESTIMATES	
A.	VEHICLE REIMBURSEMEN http://www2.illinois.gov/cms/E	T - rate based on link below imployees/travel/Pages/TravelRe	eimbursement.aspx	
В.		TS - based on link below /documents/10157/2389762/12 EDIRECTCOSTS 10012013.PDI		
C.	Allowable Direct Costs list,	For any expense not included written permission must be re or to its inclusion. List those t	eceived	
	DIRECT COST CATEGORY			
	None			
		- W C C C C C C C.		
	TOTAL DIRECT O	OSTS (Vehicles, Allowable an	d Itemized)	1,368.70

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**

Overnight Delivery/Postage Courier Service

Copies of Deliverables and Mylars

Specific Insurance – required for project

Actual Cost

Actual Cost

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
 Recording Fees
 Courthouse Fees
 Testing of Soil Samples
 Actual Cost
 Actual Cost
 Actual Cost
 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

- *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."

Contract No.:	RR-16-4265	Consultant:	PMCS, LLC	
	EX	HIBIT E - KEY PROJECT PERSO	DNNEL	
Project Princip	oal:			
Project Manag	er:			
Project Engine	er:			
Resident Engi	neer:			
Documentatio	n Engineer:			
Project Civil E	ngineer:			
Project Struct	ural Engineer:			
Project Draina	ge Engineer:			
Senior Engine	er:			
Others:	Name:			
	Classification: _			
	Name:			
	Classification: _			
	Name:			
	Classification: _			
	Name:			
	Classification: _			

EXHIBIT F

Contract No. RR-16-4265 PMCS, LLC

SCOPE OF SERVICES

Assist in program controls tasks or other tasks as assigned by AECOM or other technical tasks as directed the Tollway as part of this contract.

EXHIBIT G

Contract No. RR-16-4265

PMCS, LLC

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-11-4013	Tollway Program Management Office	\$2,704,062.00	\$249,000.00	7/3/2017
RR-10-9973	Tollway General Engineering Consultant	\$2,371,595.00	\$124,913.00	6/30/2017
I-14-4188	I-90 Construction Management Services	\$360,215.00	\$52,121.00	6/1/2017
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			EXHIBIT H - SERV					
its A-G m					ubconsultant requires "S econd tier subconsultant		ers", they	must
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			_	6	THE CONTRACT OF THE CONTRACT O		-	
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Direct Cos	sts		_		Direct Costs	\$ -	-	
Services I	oy Others		_		Services by Others	\$ -	_	
Additiona	Services **		<u> </u>		Additional Services **	\$ -	-	
Total this	Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		\$	
			_	7			_	
Direct Lat	oor				Direct Labor		_	
Direct Co	sts				Direct Costs	\$ -	-	
Services !	oy Others				Services by Others	\$ -		
Additiona	Services **		_		Additional Services **	\$ -	_	
Total this	Subconsultant (ULC)		\$		Total this Subconsultant (ULC)		\$	-
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	l Services **	\$ -			Additional Services **	\$ -		
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roun uno	oaboonsultant (OEO)				rotal uno oubconsultant (o.co)			
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Direct Lal			_		Direct Labor		-	
Direct Co	sts	\$ -			Direct Costs	<u>\$</u> -	-	
Services	by Others	\$ -	-		Services by Others	<u>\$ -</u>	-	
	l Services **	\$ -	-		Additional Services **	\$ -	-	
Total this	Subconsultant (ULC)		<u>\$ -</u>		Total this Subconsultant (ULC)		\$	-
				10			_	
Direct Lal	oor				Direct Labor		_	
Direct Co	sts	\$ -			Direct Costs	\$ -	_	
Services	by Others	\$ -			Services by Others	\$ -	_	
Additiona	I Services **	\$ -			Additional Services **	\$ -		
Total this	Subconsultant (ULC)		\$		Total this Subconsultant (ULC)		\$	
al services f	unds require prior autho	orization before use			TOTAL DBE/MBE/WE	BE Subconsultants:	\$	
			1	TOTAL Addi	tional Services DBE/MBE/WE	BE Subconsultants:	:_\$_	

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

Project No	RR-16-4265	_	(Consultant:		PMCS, LLC	· · · · · · · · · · · · · · · · · · ·
		EXHIBIT	H - SERVICES	BY OTHERS	6 (continued)		
Exhibits A-	-G must be submitted f				nsultant requires "Servi	ces by Others", th	ey must include
					d tier subconsultants.	•	-
OTHER SUE	BCONSULTANTS (<u>NOT</u>	DBE/MBE/WBE)					
4				e			
'	irect Labor			•	Direct Labor		-
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	ervices by Others				Services by Others	\$ -	-
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	om and our opinion (or o)				Total ting outconstituin (OLO)		
5				10			_
	irect Labor	<u> </u>			Direct Labor	\$ -	-
	irect Costs	<u>\$</u>			Direct Costs	\$ -	-
	ervices by Others	\$ -			Services by Others	\$ -	-
	dditional Services **	\$			Additional Services **	\$ -	-
То	otal this Subconsultant (ULC)	<u>\$</u>	-		Total this Subconsultant (ULC)		\$ -
** Additional ser	rvices funds require prior autho	rization before use			TOTAL Non-DBE/MBE/V	VBE Subconsultants	:_\$
			TC	TAI Addition	al Services Non-DBE/MBE/V	VRE Subconcultante	•
			. 10	AL AUGIUON	ai 361 41065 14011-DDE/141DE/4	TOE SUDCONSUITATIES	· • -

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

Contract Information Sheet

Complete the folio	owing information and it will be populated on every exhibit.	
Consultant Name	Quantum Spatial, Inc.	
Contract Number:	RR-16-4265	
Proposal Date:	3/10/2017	
Exhibit Pointers	Editable cells in each exhibit are underlined in red	
	Notes and guidance for each exhibit are on the right of the ex	hibits in yellow text boxes

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

Contract Number: RR-16-4265

Consultant:

Quantum Spatial, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS Grand Total Exhibit A Hours

													TOTAL
					W	MONTHS of YEAR 2017	YEAR 2	717					HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Aerial Mapping / LiDAR As Assigned					9								9
TOTALS					9								9

Contract No.:	RR-16-4265	Consultant:		Quantum Spat	al, Inc.	· · · · · · · · · · · · · · · · · · ·
	<u>EXHII</u>	BIT B: FEE CA	_CULA1	<u>rions</u>		
A. DIRECT LABO	PR (without overtime)					
	(Total Work Hours from Exhibit C-2)	X \$ 46.55 (Average Hourh Rate from Exhib	-	TOTAL DIRECT SALARY	\$	279.30
	tiplier to be used on this project Allowable Multiplier = (2.8 DSE) (MO)			2.80
	DIRECT	REGULAR SA	ARY T	IMES MULTIPLIER	\$	782.04
	BLE DIRECT COSTS NO r Prime Consultant listed above.		OR PRO	FIT		
				TOTAL DIRECT COSTS		\$217.96
C. SERVICES BY	OTHERS					
Tot	tal Allowable Fee DBE/MBE/WBE	E Subconsultant (fro	m Exhibit I	H)_\$	-	
Total Allowabl	e Fee Non-DBE/MBE/WBE Subc	onsultant (from Exh	bit H (con	t))_\$ -	-	
			то	TAL SERVICES BY OTHERS	\$	· -
	SERVICES (Prime Consulta	(F	tequires p	rior authorization before use)	-	
			TOT	rior authorization before use) FAL ADDITIONAL SERVICES rior authorization before use)	\$	
E. MAXIMUM AL	LOWABLE FEE (Upper Lie	mit of Compensation)		\$	1,000.00

Quantum Spatial, Inc.	<u> 376</u>	S		Date Date Date	1.0	Fourth Period Escalation Factor Fifth Period		Date Date	1.0	Ninth Period Escalation Factor Tenth Period	
Consultant:	EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	1 No. OF MONTHS 5/1/2017 5/1/2017 0%	ESCALATION PER YEAR Year 1 through 5	- Date Date	1.0	Escalation Factor Third Period Escalation Factor Fourth Period	ESCALATION PER YEAR Year 6 through 10	Date Date	1.0	Escalation Factor Eighth Period Escalation Factor Ninth Period	200 004
Contract No.: RR-16-4265 Date: 3/10/2017	EXHIBIT C-1: PA	CONTRACT TERM: _ SCHEDULED START DATE: _ RAISE DATE: _ PERCENT OF RAISE: _	ESCALAT	5/1/2017 - 5/31/2017	1.0	100.00% Factor First Period Escalation Factor Second Period	ESCALAT	Date Date Date	1.0	Escalation Factor Seventh Period Escalation Factor Seventh Period	

RR-16-4265 Contract No.:

Consultant:

Quantum Spatial, Inc.

Date:

3/10/2017

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

Permittand Per			EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES	CLASSIFICA	TION MAN-H	IOURS AND	RATES		DIRECT COST OVERTIME PREMIUM	COST PREMIUM
Permitting							Total Estimated Work Hours:	6.00	Total Estimated O/T Hours:	
Classification No Prioric Engineer/Planner Tollway Project Indicated Tollway Project Indicated Average Average Indication Premium: Average Indication Provided Indicated Indica							Average Hourly Rate: _	\$46.55	Average Premium O/T Hourly Rate:	
Premium							Total Direct Labor	\$279.30	Total Overtime Premium:	
Premium for Including for Including for Including for Including (See Note Of See Note Of	E g	ssification igible for		Tollway MINIMUM Hourly Rate	Toliway MAXIMUM Hourly Rate	Average Hourly Rate for Classification	Escalated Average Hourly Rate for Classification	Estimated Work Hours	Escalated Average Premium Overtime Hourly Rate	Estimated Overtime Hours (Overtime Hours Only)
No Principal \$50.00 \$70.00 \$58.45 \$58.45 No Senior Engineer/Planner \$40.00 \$70.00 \$62.50 \$62.50 No Resident Engineer/Planner \$40.00 \$70.00 \$62.50 \$62.50 No Project Engineer/Planner \$20.00 \$40.00 \$60.00 \$60.00 No Staff Engineer/Planner \$20.00 \$60.00 \$30.00 \$60.00 No Engineer/Planner \$20.00 \$60.00 \$30.00 \$30.37 No Senior Technical Specialist \$15.00 \$50.00 \$30.37 \$30.37 No Architect \$20.00 \$70.00 \$30.00 \$30.37 \$30.00 No Realty Specialists \$20.00 \$70.00 \$30.00 \$30.00 \$30.00 No Intern \$8.26.00 \$40.00 \$30.17 \$39.17 \$39.17	₫ Ó	remium vertime?	Tollway Classification	for Classification	for Classification	(See Note A to Right)	(See Note B to Right)	(Including Overtime)	(See Note C to Right)	(See Note D to Right)
No Project Manager \$40.00 \$70.00 \$58.45 \$58.45 No Senior Engineer/Planner \$40.00 \$70.00 \$62.50 \$62.50 No Resident Engineer/Planner \$25.00 \$60.00 \$60.00 \$62.50 No Staff Engineer/Planner \$20.00 \$40.00 \$60.00 \$60.00 No Staff Engineer/Planner \$20.00 \$60.00 \$60.00 \$60.00 No Senior Technical Specialist \$25.00 \$60.00 \$30.37 \$30.37 No Technical Specialist \$20.00 \$70.00 \$30.37 \$30.37 No Realty Specialists \$20.00 \$70.00 \$30.37 \$30.37 No Realty Specialists \$20.00 \$40.00 \$30.37 \$30.37 No Admin/Clerical \$8.25 \$40.00 \$39.17 \$39.17		No	Principal	\$50.00	\$70.00					
No Senior Engineer/Planner \$40.00 \$70.00 \$62.50 \$62.50 No Resident Engineer/Planner \$40.00 \$70.00 \$60.00 \$60.00 No Staff Engineer/Planner \$25.00 \$40.00 \$60.00 \$60.00 No Engineer/Planner \$25.00 \$60.00 \$30.37 \$30.37 No Technical Specialist \$15.00 \$50.00 \$30.37 \$30.37 No Architect \$30.00 \$70.00 \$70.00 \$30.37 \$20.00 No Realty Specialists \$20.00 \$70.00 \$30.00 \$30.07 No Intern \$8.25 \$40.00 \$39.17 \$39.17		No	Project Manager	\$40.00	\$70.00	\$58.45		2.00		
No Resident Engineer/Planner \$40.00 \$70.00 No Staff Engineer/Planner \$25.00 \$60.00 No Staff Engineer/Planner \$20.00 \$60.00 No Engineer /Accountant \$20.00 \$60.00 No Senior Technical Specialist \$15.00 \$50.00 No Technical Specialist \$15.00 \$30.37 No Architect \$30.00 \$70.00 No Realty Specialists \$20.00 \$70.00 No Intern \$8.25 \$40.00 \$39.17		N _o	Senior Engineer/Planner	\$40.00	\$70.00	\$62.50	\$62.50	1.00		
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 \$15.00 \$50.00 No Technical Specialist \$30.00 \$30.37 No Architect \$30.00 \$70.00 No Intern \$8.25 \$20.00 No Intern \$8.25 \$40.00 No Admin/Clerical \$8.25 \$40.00		<u>۷</u>	Resident Engineer	\$40.00	\$70.00					
No Staff Engineer/Planner \$20.00 \$40.00 \$40.00 \$40.00 \$60.00		8	Project Engineer/Planner	\$25.00	\$60.00					
No Engineer /Accountant \$20.00 \$60.00 \$60.00 \$30.37 \$30.37 No Technical Specialist \$15.00 \$50.00 \$30.37 \$30.37 No Architect \$30.00 \$70.00 \$70.00 No Realty Specialists \$20.00 \$70.00 No Intern \$8.25 \$40.00 \$39.17		S S	Staff Engineer/Planner	\$20.00	\$40.00	-				
No Senior Technical Specialist \$25.00 \$60.00 \$30.37 \$30.37 No Technical Specialist \$30.00 \$70.00 \$30.37 \$30.37 No Architect \$30.00 \$70.00 \$70.00 \$70.00 No Intern \$8.25 \$40.00 \$39.17 \$39.17		S S	Engineer /Accountant	\$20.00	\$60.00					
No Technical Specialist \$15.00 \$50.00 \$30.37 \$30.37 No Architect \$30.00 \$70.00 \$70.00 \$70.00 No Intern \$8.25 \$20.00 \$30.07 \$39.17 No Admin/Clerical \$8.25 \$40.00 \$39.17 \$39.17	P	No	Senior Technical Specialist	\$25.00	\$60.00					
X No Architect \$30.00 \$70.00 No Realty Specialists \$20.00 \$70.00 No Intern \$8.25 \$40.00 \$39.17 \$39.17			Technical Specialist	\$15.00	\$50.00	\$30.37	\$30.37	2.00		
No Realty Specialists \$20.00 \$70.00 Intern \$8.25 \$20.00 No Admin/Clerical \$8.25 \$40.00 \$39.17 \$39.17			Architect	\$30.00	\$70.00					
Ho Intern \$8.25 \$20.00 \$39.17 \$39.17			Realty Specialists	\$20.00	\$70.00				:	
F No Admin/Clerical \$8.25 \$40.00 \$39.17 \$39.17	1		Intern	\$8.25	\$20.00					
	"1" 63	No	Admin/Clerical	\$8.25	\$40.00		\$39.17	1.00		

Contract No.:	RR-16-4265	Consultant: _	Quantum Spatial, Inc.
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Date: 3/10/2017

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	Project Manager	Walker, William A	\$40 - \$70
	Project Manager	Lynch, Ryan	
Senior Engineer/Planner	Director of Data Acquisition	Wittman, Jonathon	\$40 - \$70
	Flight Coordinator	Venables, Scott	
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	Pilot	Barham, John M.	\$15 - \$50
	Sensor Operator	Hrabak, Peter N	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Administrative	Steffes, Frances	\$8.25 - \$40
		:	

Contract No.:	RR-16-4265	Consultant:	Quantum Spatial, Inc.
		EXHIBIT D	

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. VEHICLE REIMBURSEMENT rate based on link below http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.asp
- B. ALLOWABLE DIRECT COSTS based on link below 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
Aircraft
LiDAR System
MiDAR System
DMC System
Chemair Helicopter Rental
Richard Crouse - Helicopter Rental

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

\$ 217.96

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)

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**

Overnight Delivery/Postage Courier Service

Copies of Deliverables and Mylars

Specific Insurance – required for project

Actual Cost

Actual Cost

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

Traffic control and protection

Actual Cost
Aerial photography and mapping

Utility exploratory trenching

Actual Cost
Actual Cost

- *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."

Contract No	.: <u>RR-16-4265</u>	Consultant:	Quantum Spatial, Inc.
	EX	HIBIT E - KEY PROJECT PER	SONNEL
Project Princ	cipal:		
Project Man	ager:		
Project Engi	ineer:		
Resident En	gineer:		
Documentat	ion Engineer:		
Project Civil	Engineer:		
Project Stru	ctural Engineer:		
Project Draii	nage Engineer:		
Senior Engir	neer:		
Others:	Name:		
	Classification: _		
	Name:		
	Classification: _		
	Name:		
	Classification: _		
	Name:		
	Classification:		

EXHIBIT F

Contract No. RR-16-4265

Quantum Spatial, Inc.

SCOPE OF SERVICES

Assist in aerial mapping and LIDAR or other tasks as assigned by AECOM or other technical tasks as assigned by the Illinois Tollway as part of this contract.

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EXHVB.lsToff11/3
Page **543** of **636**

EXHIBIT G

Contract No. RR-16-4265

Quantum Spatial, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job
No.

Work Scope & Description of Project
Supplementals and Extra Work Orders

Fee (Including all Supplementals and Extra Work Orders)

Fee Remaining Date of Completion

Contract	t No.:	RR-16-4265	_		Consultar	nt: Q	uantum Spatia	l, Inc.	
				EXHIBIT H - SE	RVICES BY	Y OTHERS			
Exhibits	A-G mu	st be submitted	for each subc	onsultant listed	below. If a	ı subconsultant require	s "Services	hv Others"	thoy mue
		incl	ude Exhibit H a	ind attach Exhib	oits A-G for	second tier subconsul	tants.	by Culcis ,	aley mus
BE/MBE	WBE S	UBCONSULTAN	NTS						
1					6				
	Direct Labo	or			• _	Direct Labor			
	Direct Cost	s		_		Direct Costs	\$		
	Services by	/ Others				Services by Others	\$		
	Additional	Services **				Additional Services **	\$	_	
	Total this S	Subconsultant (ULC)			_	Total this Subconsultant (UL		\$	<u>-</u>
2					_		,		
	Direct Labo	or			7 _	Discoul I di an			
	Direct Cost					Direct Labor Direct Costs	•		
	Services by					Services by Others	<u>\$</u> \$		
	Additional					Additional Services **	\$ \$		
	Total this S	ubconsultant (ULC)		 \$ -		Total this Subconsultant (ULI			_
3					-	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-,		
	Direct Labo				8			-	
	Direct Cost		\$ -			Direct Labor			
	Services by		\$ -			Direct Costs	\$	-	
	Additional :		\$ -			Services by Others	\$		
		ubconsultant (ULC)		- \$ -		Additional Services **	<u>.</u> *		
				<u> </u>	•	Total this Subconsultant (ULC	•)	<u> </u>	
4					9				
	Direct Labo		_			Direct Labor			
	Direct Costs	_	\$ -			Direct Costs	\$	-	
	Services by		\$			Services by Others			
	Additional S		\$ -	_		Additional Services **	\$		
	iotai this S	ubconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC	;)	\$	-
5					10				
1	Direct Labo	r				Direct Labor			
1	Direct Costs	5	\$ -			Direct Costs	\$	-	
:	Services by	Others	_\$			Services by Others	\$		
	Additional S	Services **		_		Additional Services **	\$		
	Total this S	ubconsultant (ULC)		\$ -		Total this Subconsultant (ULC		S	

** 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):

_		
Pro	iect	No.

RR-16.	A265

2	ne	1	40	nt:
LΟ	HS	ш	1174	113:

Quantum Spatial, Inc.

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.

1				6			
	Direct Labor		_	• -	Direct Labor		
	Direct Costs				Direct Costs	\$ -	
	Services by Others		_		Services by Others	\$ -	
	Additional Services **		_		Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$ -
2 _			_	7			
	Direct Labor		_	_	Direct Labor	_\$	
	Direct Costs				Direct Costs	\$ <u>-</u>	_
	Services by Others		_		Services by Others	\$ -	_
	Additional Services **		_		Additional Services **	\$ -	<u>.</u>
	Total this Subconsultant (ULC)		<u>\$</u> -		Total this Subconsultant (ULC)		<u> </u>
з _			_	8			
	Direct Labor	\$ -			Direct Labor	\$ -	_
	Direct Costs	<u> </u>			Direct Costs	.	<u></u>
	Services by Others	\$ -	_		Services by Others	\$ -	_
	Additional Services **	<u> </u>	_		Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		<u> </u>
4 _			-	.9			
	Direct Labor	\$ -	_		Direct Labor	. .	- -
	Direct Costs	<u> </u>	_		Direct Costs	-	
	Services by Others	_\$	_		Services by Others	\$ -	_
	Additional Services **	\$ -	_		Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		<u>\$</u> -
5 _		•	_	10			
	Direct Labor	<u>s - </u>	_		Direct Labor	\$ -	_
	Direct Costs	\$ -	_		Direct Costs	\$	_
	Services by Others	\$ -			Services by Others	\$ -	_
	Additional Services **	<u> </u>			Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		\$		Total this Subconsultant (ULC)		\$ -
Additio	nal services funds require prior autho	rization before use			TOTAL Non-DBE/MBE/	NBE Subconsultants	: _\$
			тс	TAL Add	itional Services Non-DBE/MBE/	WBE Subconsultants	: \$ -

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: _ _ -

Contract Information Sheet

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

Consultant Name:	R&G Engineering, LLC	
Contract Number:	RR-16-4265	
Proposal Date:	3/10/2017	

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-16-4265

Consultant:

R&G Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK Jan Feb Mar Apr May DCM Services 8														TOTAL
Nices Mar Apr Mai						№	NTHS of	MONTHS of YEAR 2017	717					HOURS
		au	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
											,			
	Services					æ	72	160	160	160	160	160	160	1022
TOTALS	TS					80	54	160	160	160	160	160	160	1022

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Consultant:	
RR-16-4265	
act Number:	

Contract Number:	RR-1(RR-16-4265				So	Consultant:			R&G Engi	R&G Engineering, LLC	ပ	
				EXHIE	IIT A: ES	EXHIBIT A: ESTIMATED TASK WORK HOURS	TASK	WORK H	OURS			'	,
					WO	MONTHS of YEAR 2018	YEAR 2	018					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
	700,		007		007								
DCM Services	160	160	160	160	160	160	160	160	160	160	160	160	1920
				-									
TOTALS	460	160	160	160	460		160					700	000
	1001		loo.	100	no!	001	T o O	NOI.	100	190	T60	Jen	1920

EXHIBIT "1" Page **549** of **636** Rev. 6/2016

Contract Number:	RR-10	RR-16-4265				Ŝ	Consultant:	:		R&G Engineering, LLC	ineering, L	TC	
	_			EXHII	SIT A: ES	STIMATE	D TASK	EXHIBIT A: ESTIMATED TASK WORK HOURS	OURS			,	
					MO	NTHS of	MONTHS of YEAR 2019	019					으로
IASK	Jan	Feb	Mar	Apr	May	unc	JnC	Aug	Sep	oct	Nov	Dec	
DCM Services	160	760	700	400					-				
	3	20-	00	00	40								
									,				
TOTALE	30,	9											
IOIALS	160	160	160	160	40								

EXHIBIT "1" Page **550** of **636**

Contract No.:	RR-16-4265	Consultant: _	R&G Engineeri	ng, LLC	
	<u>EXHIBIT</u>	B: FEE CALC	<u>ULATIONS</u>		
A. DIRECT LAB	OR (without overtime)				
	3,622.00 X (Total Work Hours from Exhibit C-2)	\$ 64.90 (Average Hourly Rate from Exhibit C-2)	= TOTAL DIRECT SALARY	\$	235,067.80
	ultiplier to be used on this project: Allowable Multiplier = (2.8 DSE) (2.5	or 2 9 CM) (2 5 DMO)			2.80
	Allowable multiplier - (2.0 D3E) (2.5	01 2.6 CM) (2.5 PMO)			
	DIRECT RE	EGULAR SALA	RY TIMES MULTIPLIER	\$	658,189.84
	BLE DIRECT COSTS NOT I	ELIGIBLE FOR	PROFIT		
			TOTAL DIRECT COSTS		\$1,680.16
C. SERVICES B	Y OTHERS				
To	otal Allowable Fee DBE/MBE/WBE Su	bconsultant (from E	khibit H) <u>\$</u> -		
Total Allowab	ole Fee Non-DBE/MBE/WBE Subcons	ultant (from Exhibit I	l (cont)) _\$		
			TOTAL SERVICES BY OTHERS	\$	
D ADDITIONAL	SEDVICES (D				
D. ADDITIONAL	SERVICES (Prime Consultant)	(Regu	ires prior authorization before use)		
ADDITIONAL	SERVICES (Subconsultants)	(1.10.4)	·		
		(Requ	ires prior authorization before use)	1	
		(Requ	TOTAL ADDITIONAL SERVICES ires prior authorization before use)	\$	
E. MAXIMUM AL	LOWABLE FEE (Upper Limit of	of Compensation)		\$	659,870.00

R&G Engineering, LLC									Date Date	25.0	Escalation Factor Fifth Period		1	Date Date	25.0	Escalation Factor Tenth Period	
		SCALATION TABLE	No. OF MONTHS				hrough 5		Date Date	25.0	Escalation Factor Fourth Period	rough 10		Date Date	25.0	Escalation Factor Ninth Period	ı
Consultant:		EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	25	5/1/2017	1/1/2018	%0	ESCALATION PER YEAR Year 1 through 5	1/1/2019 - 5/31/2019	Date Date	25.0	20.00% Escalation Factor Third Period	ESCALATION PER YEAR Year 6 through 10		Date Date	25.0	Escalation Factor Eighth Period	100.00%
6-4265	2017	EXHIBIT C-1: P	CONTRACT TERM:	SCHEDULED START DATE:	RAISE DATE:	PERCENT OF RAISE:	ESCALA	1/1/2018 - 12/31/2018	Date Date	25.0	48.00% Escalation Factor Second Period	ESCALAI	•	Date Date	25.0	Escalation Factor Seventh Period	The escalation factor for this project is:
Contract No.: RR-16-	Date: 3/10/2017							5/1/2017 - 12/31/2017	Date Date	25.0	32.00% Factor First Period		1	Date Date	25.0	Escalation Factor Sixth Period	The escalar

R&G Engineering, LLC Consultant: RR-16-4265 Contract No.:

3/10/2017

Date:

Escalation Factor:

100.00% (From Exhibit C-1)

DIRECT COST OVERTIME PREMIUM	Total Estimated O/T Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:		Overtime (Overtime Hourly Rate Hours Only) (See Note C to (See Note D to Right)													
OI	3,622.00	P \$64.90	To(Work Hours Hours Hours (Se			3,622.00										
RATES	Total Estimated Work Hours:	Average Hourly Rate:	Total Direct Labor	Escalated Average Hourly Rate	for Classification (See Note B to			\$64.90										
HOURS AND				Average Hourly Rate	for Classification (See Note A to Right)			\$64.90										
TION MAN-				Toliway	MAXIMUM Hourly Rate for		\$70.00	\$70.00	\$70.00	\$60.00	\$40.00	\$60.00	\$60.00	\$50.00	\$70.00	\$70.00	\$20.00	\$40.00
CLASSIFICA				Tollway	MINIMUM Hourly Rate for	\$50.00	\$40.00	\$40.00	\$40.00	\$25.00	\$20.00	\$20.00	\$25.00	\$15.00	\$30.00	\$20.00	\$8.25	\$8.25
EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES					Tolling Over in the prince	Principal	Project Manager	Senior Engineer/Planner	Resident Engineer	Project Engineer/Planner	Staff Engineer/Planner	Engineer /Accountant	Senior Technical Specialist	Technical Specialist	Architect	Realty Specialists	Intern	Admin/Clerical
					Classification Eligible for Premium		o _N	ON N	No	No	No	No	No	No	No	RHI	ջ Bl7	% "1" f 63 0

Contract No.: RR-16-4265 Consultant	: R&G Engineering, LLC
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Date: 3/10/2017

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	Senior Civil Engineer	John F. Krampien	\$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			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40

- W W. W. W.			
			<u> </u>
# 4 Million			
-			
		<u> </u>	

Contract No.	: RR-16-4265	Consultant:	R&G Engineering, L	LC
		EXHIBIT D		
	REIMBURSABLE DIF	RECT COSTS - WORKSI	HEET ESTIMATES	
A.	VEHICLE REIMBURSEMENT http://www2.illinois.gov/cms/E			
В.	ALLOWABLE DIRECT COST http://www.illinoistollway.com/o OLLWAY XX ALLOWABLED	documents/10157/2389762/		
C.	ITEMIZED DIRECT COSTS - Allowable Direct Costs list, v from the Chief Engineer price	written permission must b	e received	
	DIRECT COST CATEGORY			
	•			

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

\$ 1,680.16

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**

Overnight Delivery/Postage Courier Service

Copies of Deliverables and Mylars

Specific Insurance – required for project

Actual Cost

Actual Cost

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."

Contract No.:	RR-16-4265	Consultant:	R&G Engineering, LLC	
	<u>EXHIBI</u>	TE-KEY PROJECT PER	RSONNEL	
Project Princip	al:			
Project Manage	er:			
Project Engine	er:			
Resident Engin	eer:			
Documentation	Engineer:			
Project Civil En	gineer:			*
Project Structu	ral Engineer:			
Project Drainag	je Engineer:			
Senior Enginee	r:			
Others:	Name:			
	Classification:			
	Name:			
	Classification:			
	Name:			
	Classification:			
	Name:			
	Classification:			

EXHIBIT F

Contract No. RR-16-4265
R&G Engineering, LLC
SCOPE OF SERVICES

Assist in Design Corridor Managment construction tasks or other tasks as assigned by AECOM or other technical tasks as directed by the Tollway as part of this contract.

EXHIBIT G

Contract No. RR-16-4265

R&G Engineering, LLC

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.

Work Scope & Description of Project

Fee (Including all Supplementals and Extra Work Orders)

Fee Remaining
To Be Earned

Estimated
Date of
Completion

act No.: _	RR-16-4265	_		Consultant	: R&G I	Engineering, LLC	
			EXHIBIT H - S	ERVICES BY	OTHERS		
ts A-G mus					subconsultant requires "		ers", they m
	incl	ude Exhibit H a	ind attach Exh	ibits A-G for s	second tier subconsultar	ıts.	
BE/WBE SU	IBCONSULTAN	ITS					
				6			
Direct Labor	-				Direct Labor		
Direct Costs	i				Direct Costs	\$ -	
Services by	Others				Services by Others	\$ -	
Additional S	Services **		_		Additional Services **	\$ -	
Total this Si	ubconsultant (ULC)		\$ -	_	Total this Subconsultant (ULC)		\$
				7			
Direct Labor	 				Direct Labor		•
Direct Costs					Direct Costs	\$ -	
Services by					Services by Others	\$ -	•
Additional S			-		Additional Services **	\$ -	•
Total this S	ubconsultant (ULC)	•	 \$ -		Total this Subconsultant (ULC)	•	\$
				8			-
Direct Costs		œ.			Direct Labor	¢	•
		\$ - \$ -	*****		Direct Costs	\$ - \$ -	-
Services by Additional S		\$ - \$ -			Services by Others Additional Services **	\$ -	•
	ubconsultant (ULC)	Ψ -	 \$ -		Total this Subconsultant (ULC)		.\$
, , , , , , , , , , , , , , , , , , , ,	22001104114116 (020)			_	Total and Gabonicalian (Gab)		Y
				9			
Direct Labo					Direct Labor		
Direct Costs		\$ -	_		Direct Costs	<u>\$ -</u>	-
Services by		\$ -			Services by Others	\$ -	-
Additional			_		Additional Services **	\$ -	-
Total this S	ubconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$
				10			_
Direct Labo	r			,	Direct Labor		_
Direct Costs	3	\$ -			Direct Costs	\$ -	-
Services by	Others	\$ -			Services by Others	\$ -	_
Additional	Sanvicae **	\$ -			Additional Services **	\$ -	

** Additional services funds require prior authorization before use

Total this Subconsultant (ULC)

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): ____

Total this Subconsultant (ULC)

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

_					
P	roi	Δ	~t	N	_
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- 0	04	e 1	265

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

_		• •	
Ca	nsı	ılta	nt:

R&G Engineering, LLC

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.

1				6			-
	Direct Labor		_		Direct Labor		_
	Direct Costs		_		Direct Costs	\$ -	
	Services by Others				Services by Others	\$ -	-
	Additional Services **		_		Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		_\$ -		Total this Subconsultant (ULC)		
2				7			
	Direct Labor		_	- wymanian	Direct Labor	\$ -	
	Direct Costs		_		Direct Costs	\$ -	
	Services by Others		-		Services by Others	\$ -	
	Additional Services **		_		Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$ -
3			-	8			_
	Direct Labor	\$ -	_		Direct Labor	<u> </u>	·
	Direct Costs	\$ -	_		Direct Costs	<u> </u>	_
	Services by Others	<u> </u>	_		Services by Others	\$ -	-
	Additional Services **	<u> </u>			Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		\$ -	_	Total this Subconsultant (ULC)		<u>\$</u> -
4				9			
-	Direct Labor	\$ -	_		Direct Labor	\$ -	-
	Direct Costs	\$ -	_		Direct Costs	\$ -	_
	Services by Others	\$ -	_		Services by Others	\$ -	_
	Additional Services **	\$ -	_		Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		_\$ -
5				10			
	Direct Labor	\$ -	-	-	Direct Labor	\$ -	
	Direct Costs	\$ -			Direct Costs	\$	
	Services by Others	_\$	•••		Services by Others	\$ -	
	Additional Services **	\$			Additional Services **	\$	_
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$ -
Additiona	al services funds require prior author	ization before use			TOTAL Non-DBE/MBE/V	VBE Subconsultants	: \$ -
	. , ,		,				
				10TAL Addit	ional Services Non-DBE/MBE/V	VBE Subconsultants	: _\$
				TOTAL	Allowable Fee Non-DBE/MBE/V	VBE Subconsultants	: \$ -

Contract Information Sheet

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

Version 13

Contract Number: RR-16-4265

Consultant:

SCIGON Solutions, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS | Grand Total Exhibit A Hours

									פני	and lota	Grand Total Exhibit A Hours	A Hours	1,632
					2			ļ					TOTAL
					∑	MONIHS OF YEAR 2017	YEAR 2	017					HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DCM Services					8	8	80	08	80	80	80	80	496
TOTALS					8	8	80	80	80	80	80	80	496

RR-16-4265	

Contract Number:

Consultant:

SCIGON Solutions, Inc.

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					WO	MONTHS of YEAR 2018	YEAR 2	018					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	unſ	JuC	Aug	Sep	Oct	Nov	Dec	
DCM Services	80	80	08	80	80	80	80	80	80	80	80	80	960
TOTALS	80	80	8	80	80	80	80	80	80	80	80	80	960

	C074-01-VV				S	Consultant:			SCIGON S	SCIGON Solutions, Inc.	nc.		1
			EXHIB	IT A: ES	TIMATE) TASK	NORK H	OURS					
				MO	NTHS of	YEAR 2	019					TOTAL HOURS	
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
													_
													_
40	40	40	40	16								176	100
													_
													_
													_
		,			7								
													_
													_
													-
40	40	40	40	16								176	
	1 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	1 6 6	Feb 40 40 40 40 40 40 40 40 40 40 40 40 40	Feb Mar 40 40 40 40 40 40	Feb Mar Apr May Jun Jul Aug ## MONTHS of YEAR 2019 Feb Mar Apr May Jun Jul Aug Sep Aug Sep Aug Sep Aug Sep Aug EXHIBIT A: ESTIMATED TASK WORK HOURS Mar Apr May Jun Jul Aug Sep Oct	Feb Mar Apr May Jun Jul Aug Sep Oct Nov	Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec						

EXHIBIT "1" Page **566** of **636**

	EXI	IIBIT B: FEE	CALCULA	<u>.TIONS</u>		
DIRECT LABOI	₹ (without overtime)					
	1,632.00 (Total Work Hours from Exhibit C-2)	(Average H	lourly	TOTAL DIRECT SALARY	<u> \$ </u>	114,240.00
			2.5 P M O)			2.80
	DIREC	T REGULAR	SALARY 1	TIMES MULTIPLIER	\$	319,872.00
			E FOR PRO			\$10,063.00
SERVICES BY	OTHERS					
Tota	I Allowable Fee DBE/MBE/W	BE Subconsultant	t (from Exhibit	:H)_\$ -	-	
Total Allowable	Fee Non-DBE/MBE/WBE Sul	bconsultant (from	Exhibit H (co	nt))_\$ -	-	
			тс	OTAL SERVICES BY OTHERS	\$	ASTINATOR
ADDITIONAL S	ERVICES (Prime Consul	tant)	(Requires I	orior authorization before use)	<u>-</u>	
ADDITIONAL S	ERVICES (Subconsultant	ts)			_	
					\$	-
MAXIMUM ALL	OWABLE FEE (Upper I	Limit of Compens	ation)		\$	329,935.00
	Multi Al REIMBURSABI (For I SERVICES BY Tota Total Allowable ADDITIONAL S ADDITIONAL S	DIRECT LABOR (without overtime) 1,632.00 (Total Work Hours from Exhibit C-2) Multiplier to be used on this project Allowable Multiplier = (2.8 DSE DIRECT COSTS NOTE (For Prime Consultant listed above SERVICES BY OTHERS Total Allowable Fee DBE/MBE/W Total Allowable Fee Non-DBE/MBE/WBE Sulf ADDITIONAL SERVICES (Prime Consultant ADDITIONAL SERVICES (Subconsultant ADDIT ADDITIONAL SERVICES (SUBCONSULTANT ADDITIONAL SERVICES (SUBCONS	DIRECT LABOR (without overtime) 1,632.00	DIRECT LABOR (without overtime) \[\frac{1,632.00}{(Total Work Hours} \text{ X} \frac{\$70.00}{(Average Hourly} \text{ Rate from Exhibit C-2)} \] Multiplier to be used on this project: Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO) DIRECT REGULAR SALARY TO THE CONSULTANT SALARY TO	Total Work Hours From Exhibit C-2) Total Work Hours From Exhibit C-2) Total Work Hours From Exhibit C-2) Total Exhibit C-2) Total Multiplier to be used on this project: Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)	DIRECT LABOR (without overtime) 1,632.00

utions, Inc.					Date Date	Escalation Factor Fifth Period		Date Date	25.0	Escalation Factor Tenth Period	
t: SCIGON Solutions, Inc.		SCALATION TABLE	No. OF MONTHS	hrough 5	Date Date	Escalation Factor Fourth Period	rough 10	Date Date	25.0	Escalation Factor Ninth Period	
Consultant:		EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	25 5/1/2017 1/1/2018 0%	ESCALATION PER YEAR Year 1 through 5	1/1/2019 - 5/31/2019 Date Date 5.0	20.00% Escalation Factor Third Period	ESCALATION PER YEAR Year 6 through 10	Date Date	25.0	Escalation Factor Eighth Period	100.00%
4265	2017	EXHIBIT C-1: F	CONTRACT TERM: SCHEDULED START DATE: RAISE DATE: PERCENT OF RAISE:	ESCALA	1/1/2018 - 12/31/2018 Date Date 12.0	48.00% Escalation Factor Second Period	ESCALA	Date Date	25.0	Escalation Factor Seventh Period	The escalation factor for this project is:
Contract No.: RR-16-4265	Date: 3/10/2017				5/1/2017 - 12/31/2017 Date Date 8.0 25.0	32.00% Factor First Period		Date Date	25.0	Escalation Factor Sixth Period	The escala

Contract No.: RR-16-4265

Consultant:

SCIGON Solutions, Inc.

Date: 3/10/2017

Escalation Factor: 1

100.00% (From Exhibit C-1)

Properties Pro			EXHIBIT C-2: DIRECT LABOR CLASSI	CLASSIFICA	TION MAN-F	FICATION MAN-HOURS AND RATES	RATES		DIREC	DIRECT COST OVERTIME PREMIUM
Permitten Perm							Total Estimated Work Hours:	1,632.00	Total Estimated O/T Hours:	
Classification No Principal Project Manager Tollway Logs More Tage No Average Average Average Raciated Average Northway (Including Northway Classification No Project Manager Tollway Classification No Tollway Classification No Tollway Classification No Tollway Classification Northway Classification Northway Classification No Tollway Classification Northway Classification Northway Classification No Sealor Engineer/Planner Tollway Classification Northway Class							Average Hourly Rate: _	\$70.00	Average Premium O/T Hourly Rate:	
Classification No Foreigne Premium Project Manager Tollway Classification Principal No Tollway Premium Premium Promptly Rate Premium Premium Promptly Rate Premium P							Total Direct Labor_	\$114,240.00	Total Overtime Premium:	
Classification Manipulum Figure				Toliway	Toliway	Average Hourly Rate	Escalated Average Hourly Rate		Escalated Average Premium	Estimated Overtime Hours
No Principal \$50.00 \$70.00 \$70.00 No Project Manager \$40.00 \$70.00 \$70.00 No Resident Engineer/Planner \$40.00 \$70.00 \$70.00 No Project Engineer/Planner \$25.00 \$60.00 No Staff Engineer/Planner \$20.00 \$60.00 No Engineer/Planner \$20.00 \$60.00 No Senior Technical Specialist \$20.00 \$60.00 No Technical Specialist \$15.00 \$60.00 No Architect \$15.00 \$70.00 No Architect \$20.00 \$70.00 No Architect		assification :ligible for Premium Overtime?	Tollway Classification	MINIMUM Hourly Rate for Classification	MAXIMUM Hourly Rate for Classification	for Classification (See Note A to Right)	for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Overtime Hourly Rate (See Note C to Right)	(Overtime Hours Only) (See Note D to Right)
No Project Manager \$40.00 \$70.00 \$70.00 \$70.00 No Resident Engineer/Planner \$40.00 \$70.00 \$70.00 \$70.00 No Project Engineer/Planner \$25.00 \$60.00 \$70.00 \$70.00 No Staff Engineer/Planner \$20.00 \$40.00 \$60.00 \$70.00 No Engineer /Accountant \$25.00 \$60.00 \$60.00 \$70.00 No Technical Specialist \$15.00 \$50.00 \$70.00 \$70.00 No Architect \$20.00 \$70.00 \$70.00 \$70.00 Mo Architect \$20.00 \$70.00 \$70.00 \$70.00 Mo Intern \$8.25 \$40.00 \$70.00 \$70.00 No Intern \$8.25 \$40.00 \$70.00 \$70.00		No	Principal	\$50.00	\$70.00					
No Senior Engineer/Planner \$40.00 No Resident Engineer/Planner \$25.00 No Staff Engineer/Planner \$25.00 No Engineer /Accountant \$20.00 No Senior Technical Specialist \$25.00 No Technical Specialist \$30.00 No Architect \$30.00 No Architect \$20.00 No Intern \$8.25 No Admin/Clerical \$8.25		No	Project Manager	\$40.00	\$70.00		\$70.00	1,632.00		
No Resident Engineer \$40.00 No Project Engineer/Planner \$25.00 No Staff Engineer/Planner \$20.00 No Engineer /Accountant \$20.00 No Senior Technical Specialist \$25.00 No Technical Specialist \$15.00 No Architect \$30.00 H No Realty Specialists \$20.00 No Interm \$8.25 No Admin/Clerical \$8.25		No	Senior Engineer/Planner	\$40.00	\$70.00					
No Project Engineer/Planner \$25.00 No Staff Engineer/Planner \$20.00 No Engineer /Accountant \$20.00 No Senior Technical Specialist \$25.00 No Technical Specialist \$15.00 No Architect \$30.00 No Architect \$20.00 No Interm \$8.25 No Admin/Clerical \$8.25		No	Resident Engineer	\$40.00	\$70.00					e.
No Staff Engineer/Planner \$20.00 No Engineer /Accountant \$20.00 No Senior Technical Specialist \$25.00 No Technical Specialist \$15.00 No Architect \$30.00 H No Realty Specialists \$20.00 No Interm \$8.25 No Admin/Clerical \$8.25		No	Project Engineer/Planner	\$25.00	\$60.00					
No Engineer /Accountant \$20.00 No Senior Technical Specialist \$25.00 No Technical Specialist \$15.00 No Architect \$30.00 No Realty Specialists \$20.00 No Interm \$8.25 No Admin/Clerical \$8.25		No	Staff Engineer/Planner	\$20.00	\$40.00					
No Senior Technical Specialist \$25.00 No Technical Specialist \$15.00 No Architect \$30.00 H No Realty Specialists \$20.00 Interm \$8.25 No Admin/Clerical \$8.25		No	Engineer /Accountant	\$20.00	\$60.00					
No Technical Specialist \$15.00 The control of th		No	Senior Technical Specialist	\$25.00	\$60.00			-		
X No Architect \$30.00 H No Realty Specialists \$20.00 H No Interm \$8.25 No Admin/Clerical \$8.25	Pag	No	Technical Specialist	\$15.00	\$50.00					
T No Realty Specialists \$20.00 Interm \$8.25 No Admin/Clerical \$8.25		1	Architect	\$30.00	\$70.00					
No Intern \$8.25	1		Realty Specialists	\$20.00	\$70.00					
No Admin/Clerical \$8.25			Intern	\$8.25	\$20.00					
	1		Admin/Clerical	\$8.25	\$40.00					

Contract No.:	RR-16-4265	Consultant:	SCIGON Solutions, Inc.

Date: 3/10/2017

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		Joel Middleton	\$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			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
ntern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40
11 to 11, 14th			

Contract No.:	RR-16-4265	Consultant:	SCIGON Solution	ns, Inc.
		EXHIBIT D		
	REIMBURSABLE DIR	ECT COSTS - WORKS	SHEET ESTIMATES	
А.	VEHICLE REIMBURSEMENT http://www2.illinois.gov/cms/E			
В.	ALLOWABLE DIRECT COST http://www.illinoistollway.com/ TOLLWAY_XX_ALLOWABLE	documents/10157/238976	52/12_LG_	
C.	ITEMIZED DIRECT COSTS - Allowable Direct Costs list, from the Chief Engineer price	written permission mus	t be received	
	DIRECT COST CATEGORY			
	None			

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

\$ 10,063.00

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	^

Traffic Systems

Storm sewer cleaning and televising

Traffic control and protection

Aerial photography and mapping

Actual Cost

Actual Cost

Actual Cost

inspection such as beam breaks, cylinder breaks,

Equipment rental specific for project (snooper for bridge

Specialized equipment – on an as needed basis with prior

pavement cores)

approval

inspection, noise meter, etc.)

Utility exploratory trenching Actual Cost

Actual Cost

Actual Cost

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."

Contract No.:	RR-16-4265	Consultant:	SCIGON Solutions, Inc.
	<u>E</u>	XHIBIT E - KEY PROJECT PE	ERSONNEL
Project Princi	ipal:		
Project Mana	ger:		
Project Engin	neer:		
Resident Eng	ineer:		
Documentation			
Project Civil I			
Project Struc	tural Engineer:		
Project Drain	age Engineer:		
Senior Engin	eer:		
Others:	Name:		
	Classification:		
	Name:		
	Classification:		
	Name:		
	Classification:		
	Name:		
	Classification:		

EXHIBIT F

Contract No. RR-16-4265
SCIGON Solutions, Inc.
SCOPE OF SERVICES

Assist in Design Corridor Managment fiber optic and IT coordination tasks or other tasks as assigned by AECOM or other technical tasks as directed by the Tollway as part of this contract.

EXHIBIT G

Contract No. RR-16-4265

SCIGON Solutions, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.

Work Scope & Description of Project

Fee (Including all Supplementals and Extra Work Orders)

Fee Remaining
To Be Earned

Estimated
Date of
Completion

Contract	No.: RR-16-4265	_	Co	nsultar	nt: SCIGO	ON Solutions, Inc.	
			EXHIBIT H - SERVI	CES BY	OTHERS		
Exhibits A	A-G must be submitted	for each subco	nsultant listed bel	ow. If a	subconsultant requires "	Services by Oth	ers", they mus!
	incl	ude Exhibit H a	nd attach Exhibits	A-G for	second tier subconsultar	nts.	•
DBE/MBE/	WBE SUBCONSULTAN	NTS					
1				6			
	Pirect Labor		_	-	Direct Labor		-
C	Pirect Costs		_		Direct Costs	\$ -	_
s	ervices by Others		_		Services by Others	\$ -	- -
A	dditional Services **		_		Additional Services **	\$ -	_
T	otal this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$
2				7			
	Pirect Labor		_		Direct Labor		-
Ε	Pirect Costs		<u>-</u> 		Direct Costs	\$ -	_
s	ervices by Others		_		Services by Others	\$ -	
p	dditional Services **				Additional Services **	\$ -	_
Т	otal this Subconsultant (ULC)				Total this Subconsultant (ULC)		\$ -
3				8			
***************************************	Direct Labor			_	Direct Labor		
	Pirect Costs	\$ -			Direct Costs	\$ -	-
s	ervices by Others	\$ -			Services by Others	\$ -	_
A	dditional Services **	\$ -	_		Additional Services **	\$ -	_
Т	otal this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$ -
4				9			
	Pirect Labor		-		Direct Labor	······································	-
C	Pirect Costs	\$ -	_		Direct Costs	\$ -	-
S	ervices by Others	\$ -			Services by Others	\$ -	-
A	dditional Services **	\$ -	_		Additional Services **	\$ -	_
1	otal this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		- \$ <u>-</u>
5			_	10			-
	Pirect Labor		_		Direct Labor		-
τ	Direct Costs	<u> </u>	_		Direct Costs	\$ -	_

** Additional services funds require prior authorization before use

Services by Others

Additional Services **

Total this Subconsultant (ULC)

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):

Services by Others

Additional Services **

Total this Subconsultant (ULC)

_				
0	-	innt	No.	
_			MU.	

RR-16-4265	_		 	
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SCIGON Solutions, Inc.

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.

					6			-
	Direct Labor					Direct Labor		_
	Direct Costs					Direct Costs	<u> </u>	_
	Services by Others					Services by Others	\$	-
	Additional Services **					Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		_\$	-		Total this Subconsultant (ULC)		_\$
			*****		7			-
	Direct Labor	,	 .			Direct Labor	\$ -	_
	Direct Costs					Direct Costs	\$ -	_
	Services by Others					Services by Others	\$ -	-
	Additional Services **					Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		_\$			Total this Subconsultant (ULC)		_\$
					8 _			_
	Direct Labor	\$	-			Direct Labor	\$	***
	Direct Costs	\$				Direct Costs	\$ -	
	Services by Others	\$	-			Services by Others	\$ -	
	Additional Services **	\$				Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		_\$	-		Total this Subconsultant (ULC)		\$
-					9 _			_
	Direct Labor	\$	-			Direct Labor	\$ -	_
	Direct Costs	\$	-			Direct Costs	<u> </u>	_
	Services by Others	\$	-			Services by Others	\$ -	_
	Additional Services **	\$				Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		_\$			Total this Subconsultant (ULC)		_\$
					10			
	Direct Labor	\$	•			Direct Labor	\$ -	_
	Direct Costs	\$	•			Direct Costs	\$ -	_
	Services by Others	\$	-			Services by Others	\$ -	
	Additional Services **	\$	-			Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		_\$	•		Total this Subconsultant (ULC)		\$
litio	nal services funds require prìor autho	rization before use	e			TOTAL Non-DBE/MBE/V	VBE Subconsultants:	: \$
	1 John of the Control of the Control	wat	-			TO THE HORD DEMINER	00000110011011001	· _ -▼

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

Contract Information Sheet

Complete the folio	owing information and it will be populated on every exhibit.	
Consultant Name	SE3, LLC	
Contract Number:	RR-16-4265	
Proposal Date:	3/10/2017	
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 Tol	flway's website

Contract Number: RR-16-4265

Consultant:

SE3, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

								,	Gra	Grand Total Exhibit A Hours	Exhibit	A Hours	39,664
						٠.		•					TOTAL
					MO	MONTHS of YEAR 2017	YEAR 2	117					HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DCM Services					40	118	089	989	.	089	989	089	4238
					l								
		i											
TOTALS					40	118	089	089	089	989	089	089	4238

Consultant:	
RR-16-4265	
ct Number:	1

Contract Number:	RR-1	RR-16-4265				Sol	Consultant:			SE	SE3, LLC		
	_			EXHIE	IT A: ES	EXHIBIT A: ESTIMATED TASK WORK HOURS	TASK	WORK H	ours			•	•
					WO	MONTHS of YEAR 2018	YEAR 2	018					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	unſ	Jul	Aug	Sep	Oct	Nov	Dec	
DCM Services	089	089	089	089	089	089	680		089	089	089	089	8160
							:						
TOTALE	000			000	000	000							
IOIALS	980	980	089	080	089	089	680	680	989	680	680	680	8160

	- I																					
_		Dec	089																			
		Nov	089																			
		Oct	089																			
URS		Sep	089																			
VORK HC	19	Aug	089																			
TASK W	YEAR 20	Jul	089																			
TIMATED	NTHS of	Jun	089																			
IT A: ES	MO	May	089																			
ЕХНІВ		Apr	089																			:
		Mar	089												•							
		Feb	089																			
_		Jan	089																			
		TASK	DCM Services																			
	EXHIBIT A: ESTIMATED TASK WORK HOURS	EXHIBIT A: ESTIMATED TASK WORK HOURS	EXHIBIT A: ESTIMATED TASK WORK HOURS	EXHIBIT A: ESTIMATED TASK WORK HOURS	EXHIBIT A: ESTIMATED TASK WORK HOURS	EXHIBIT A: ESTIMATED TASK WORK HOURS	EXHIBIT A: ESTIMATED TASK WORK HOURS	EXHIBIT A: ESTIMATED TASK WORK HOURS	EXHIBIT A: ESTIMATED TASK WORK HOURS	CAHIBIT A: ESTIMATED TASK WORK HOURS	SCHIBIT A: ESTIMATED TASK WORK HOURS SCHIBIT A: ESTIM	STHIBIT A: ESTIMATED TASK WORK HOURS STATE	SCHIBIT A: ESTIMATED TASK WORK HOURS SCHIBIT A: ESTIM	EXHIBIT A: ESTIMATED TASK WORK HOURS Mar Apr May Jun Jul Aug Sep Oct Nov Dec 680 680 680 680 680 680 680 680 680 680	STHIBIT A: ESTIMATED TASK WORK HOURS STHIBIT A: ESTIMATE TASK WORK HOURS STHIBIT A: ESTIMATED TASK WORK HOURS STHIBIT A: ESTIMATED TASK WORK HOURS STHIBIT A: ESTIMATED TASK WORK HOURS STHIBIT A: ESTIMATED TASK WORK HOURS STHIBIT A: ESTIMA	SCHIBIT A: ESTIMATED TASK WORK HOURS SCHIMATED TASK WO	MONTHS of YEAR 2019 Sep Oct Nov Dec	EXHIBIT A: ESTIMATED TASK WORK HOURS MONTHS of YEAR 2019 Mar Apr May Jun Jul Aug Sep Oct Nov Dec May Geo EXHIBIT A: ESTIMATED TASK WORK HOURS MONTHS of YEAR 2019 Jun	MONTHS of YEAR 2019 Mar	MONTHS of YEAR 2019	SECHIBIT A: ESTIMATED TASK WORK HOURS SECHIBIT A: ESTIMATED TASK WORK HOURS SECHIBIT A: ESTIMATED TASK WORK HOURS SECHIBIT A: ESTIMATED TASK WORK HOURS SECHIBIT A: ESTIMATED TASK WORK HOURS SECHIBIT A: SECHIBIT	

Contract Number:	74-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	KK-16-4265				S	Consultant:			SE3	SE3, LLC		
	_			EXHIE	IIT A: ES	EXHIBIT A: ESTIMATED TASK WORK HOURS	TASK	NORK H	ours			•	
					MO	MONTHS of YEAR 2020	YEAR 20	020				,	TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Juf	Aug	Sep	50 O	Nov	Dec	
DCM Services	009	009	009	009	009	009	900	900	009	009	009	009	7200
											i i		
		ŀ											
	0								İ				
IOIALS	909	009	009	009	900	C C C	C C C	S	000	900	COS	COO	7200

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EXHIBIT "1" Page **583** of **636**

Consultant:	
RR-16-4265	
Contract Number:	

EXHIBIT A: ESTIMATED TASK WORK HOURS

	_			EXHE	SIT A: ES	EXHIBIT A: ESTIMATED TASK WORK HOURS	TASK	NORK H	OURS			_	•
					■	MONTHS of YEAR 2021	YEAR 2	021					TOTAL
TASK	Jan	Feb	Mar	Apr	May	unf	Juc	Aug	Sep	Oct	Nov	Dec	
DCM Services	200	200	009	200	200	200	500	200	200	200	200	500	0009
		-											
TOTALS	200	200	200	200	500	200	500	200	200	200	200	200	0009

Contract Number:	RR-16	RR-16-4265				So	Consultant:			SE3	SE3, LLC	111111111111111111111111111111111111111	
	_			EXHIB	IT A: ES	EXHIBIT A: ESTIMATED TASK WORK HOURS	TASK	VORK H	OURS			•	
			į		O <u>W</u>	MONTHS of YEAR 2022	YEAR 20	22					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	unf	l I	Aug	Sep	Oct	Nov	Dec	
DCM Services	368	368	368	368	368	374	374	374	368	368	368	368	4434
		-											
TOTALS	368	368	368	368	368	374	374	374	368	368	368	368	4434

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Contract Number:	RR-1	RR-16-4265				S	Consultant:			SE	SE3, LLC		
	_			EXHIB	IT A: ES	TIMATEI	EXHIBIT A: ESTIMATED TASK WORK HOURS	VORK H	OURS			'	
					MO	NTHS of	MONTHS of YEAR 2023	123					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DCM Services	368	368	368	368									1472
IOIALS	368	368	368	368									1472

EXHIBIT B: FEE CALCULATIONS A. DIRECT LABOR (without oversime) 39,664.00	Contract	No.: RR-16-4	265	Consultant: _		SE3, LLC	;	<u> </u>
39,664.00 X \$ 51.29 = TOTAL DIRECT SALARY \$ 2,034,366.56			<u>EXHIB</u>	IT B: FEE CALC	<u>ULATIONS</u>	<u>s</u>		
Continue	A. DIREC	CT LABOR (without ove	ertime)					
Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO) DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 5,696,226.37 B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT (For Prime Consultant listed above.) TOTAL DIRECT COSTS \$ 777,636.13 C. SERVICES BY OTHERS Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ TOTAL SERVICES BY OTHERS D. ADDITIONAL SERVICES (Prime Consultant) (Requires prior authorization before use) TOTAL ADDITIONAL SERVICES (Subconsultants) (Requires prior authorization before use) TOTAL ADDITIONAL SERVICES \$			Vork Hours	(Average Hourly Rate from Exhibit	= то	OTAL DIRECT SALARY	\$	2,034,366.56
B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT (For Prime Consultant listed above.) TOTAL DIRECT COSTS \$77,636.13 C. SERVICES BY OTHERS Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ TOTAL SERVICES BY OTHERS D. ADDITIONAL SERVICES (Prime Consultant) (Requires prior authorization before use) TOTAL ADDITIONAL SERVICES (Subconsultants) (Requires prior authorization before use) TOTAL ADDITIONAL SERVICES \$		Multiplier to be use	d on this project:					2.80
B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT (For Prime Consultant listed above.) TOTAL DIRECT COSTS \$77,636.13 C. SERVICES BY OTHERS Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ TOTAL SERVICES BY OTHERS \$ D. ADDITIONAL SERVICES (Prime Consultant) (Requires prior authorization before use) TOTAL ADDITIONAL SERVICES \$ (Requires prior authorization before use)		Allowable Multip	lier = (2.8 DSE) (2.5	5 or 2.8 CM) (2.5 PMO)		•		
(For Prime Consultant listed above.) TOTAL DIRECT COSTS \$77,636.13 C. SERVICES BY OTHERS Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ TOTAL SERVICES BY OTHERS \$ D. ADDITIONAL SERVICES (Prime Consultant) (Requires prior authorization before use) TOTAL ADDITIONAL SERVICES (Subconsultants) (Requires prior authorization before use) TOTAL ADDITIONAL SERVICES \$ (Requires prior authorization before use)			DIRECT R	EGULAR SALA	RY TIMES	MULTIPLIER	\$	5,696,226.37
Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ TOTAL SERVICES BY OTHERS \$ - D. ADDITIONAL SERVICES (Prime Consultant) (Requires prior authorization before use) ADDITIONAL SERVICES (Subconsultants) (Requires prior authorization before use) TOTAL ADDITIONAL SERVICES \$ (Requires prior authorization before use)		(For Prime Consulta		ELIGIBLE FOR		OTAL DIRECT COSTS		\$77,636.13
D. ADDITIONAL SERVICES (Prime Consultant) ADDITIONAL SERVICES (Subconsultants) (Requires prior authorization before use) (Requires prior authorization before use) TOTAL ADDITIONAL SERVICES \$ - (Requires prior authorization before use)		Total Allowable Fee	DBE/MBE/WBE S	ubconsultant (from Ex	chibit H) \$			
D. ADDITIONAL SERVICES (Prime Consultant) (Requires prior authorization before use) (Requires prior authorization before use) TOTAL ADDITIONAL SERVICES (Requires prior authorization before use)	Tot	al Allowable Fee Non-DBE/	MBE/WBE Subcon	sultant (from Exhibit l	l (cont)) <u>\$</u>	<u> </u>		
ADDITIONAL SERVICES (Subconsultants) (Requires prior authorization before use) TOTAL ADDITIONAL SERVICES \$ - (Requires prior authorization before use)					TOTAL SEI	RVICES BY OTHERS	\$	
(Requires prior authorization before use)			·	•	ires prior auth	norization before use)	\$	_
	E. MAXIN	IUM ALLOWABLE F	EE (Upper Limit					5 772 962 EA

- 12/31/2021 Escalation Factor Tenth Period 16.67% Escalation Factor Fifth Period Date Date 72.0 12.0 72.0 1/1/2021 Date Date 1/1/2020 |- | 12/31/2020 16.67% Escalation Factor Fourth Period Escalation Factor Ninth Period Date Date EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE No. OF MONTHS 72.0 12.0 72.0 **ESCALATION PER YEAR Year 6 through 10 ESCALATION PER YEAR Year 1 through 5** Date Date Consultant: 1/1/2019 - 12/31/2019 100.00% Escalation Factor Eighth Period 16.67% Escalation Factor Third Period Date Date 5/1/2017 1/1/2018 72.0 72.0 12.0 72 % Date Date The escalation factor for this project is: SCHEDULED START DATE: RAISE DATE: PERCENT OF RAISE: CONTRACT TERM: 1/1/2018 |- | 12/31/2018 4/30/2023 16.67% Escalation Factor Second Period 5.56% Escalation Factor Seventh Period Date Date 12.0 72.0 72.0 4.0 1/1/2023 Date Date RR-16-4265 3/10/2017 - 12/31/2022 - 12/31/2017 16.67% Escalation Factor Sixth Period Date Date 11.11% Factor First Period 72.0 72.0 12.0 8.0 Contract No.: Date: 5/1/2017 1/1/2022 Date Date

SE3, LLC

RR-16-4265 Contract No.:

Consultant:

3/10/2017 Date:

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

DIRECT COST OVERTIME PREMIUM	Total Estimated O/T Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:	Escalated Estimated Average Overtime Premium Hours Overtime (Overtime Hourly Rate Hours Only) (See Note C to (See Note D to													
<u> </u>	Ü		<u> </u>	± %	<u> </u>						L.,_						
	39,664.00	\$51.29	\$2,034,366.56	Estimated Work Hours (Including Overtime)	124.00	8,364.00	8,736.00		10,640.00	7,050.00			2,750.00				2,000.00
RATES	Total Estimated Work Hours:	Average Hourly Rate:	Total Direct Labor	Average Average Hourly Rate for Classification (See Note A to (See Note B to Right)	\$70.00	\$70.00	\$56.97		\$49.71	\$33.17			\$46.33				\$26.25
SSIFICATION MAN-HOURS AND RATES				Average Hourly Rate for Classification (See Note A to Right)	\$70.00	\$70.00	\$56.97	-	\$49.71	\$33.17			\$46.33				\$26.25
TION MAN-				Tollway MAXIMUM Hourly Rate for Classification	\$70.00	\$70.00	\$70.00	\$70.00	\$60.00	\$40.00	\$60.00	\$60.00	\$50.00	\$70.00	\$70.00	\$20.00	\$40.00
CLASSIFICA				Tollway MINIMUM Hourly Rate for Classification	\$50.00	\$40.00	\$40.00	\$40.00	\$25.00	\$20.00	\$20.00	\$25.00	\$15.00	\$30.00	\$20.00	\$8.25	\$8.25
EXHIBIT C-2: DIRECT LABOR CLA				Tollway Classification	Principal	Project Manager	Senior Engineer/Planner	Resident Engineer	Project Engineer/Planner	Staff Engineer/Planner	Engineer /Accountant	Senior Technical Specialist	Technical Specialist	Architect	Realty Specialists	Intern	Admin/Clerical
				Classification Eligible for Premium Overtime?	No	No	No	No	No	No	No	No	No	_S	No	No.	8
		· 										Pag		(H)			26

Contract No.: RR-16-4265 Cons	ıltant: SE3, LLC
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Date: 3/10/2017

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	Stewart, Vernal	\$50 - \$70
Project Manager	Senior Project Manager	Martin, Jason	\$40 - \$70
		Kumapley, Raymond	
		Scifers, Brian K.	
		Gauntt, Matt	
Senior Engineer/Planner	Project Manager	Keslinke, Keith L.	\$40 - \$70
		Schuessler, Steve M.	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer	Bennett, David W.	\$25 - \$60
		Dixit, Saurabh V.	
		Doerrer, Ryan R.	
		Moline, Adam R.	
		Wade, Greg T.	
		White, Dan G.	
Staff Engineer/Planner	Staff Engineer	Cho, Stanley Y.	\$20 - \$40
		Columbia, Emily J.	
		Havlovic, Nicholas S.	
		Perry, Evelina	
		Snow, Brooke A.	
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist	Technician	Johnson, Steven V.	\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
ntern			\$8.25 - \$20
Admin/Clerical	Administrative Assistants		\$8.25 - \$40
		Corrello, Pamela A.	
		Martin, Kristen M.	
		Clocuh, Sandra O.	

Contract No.:	RR-16-4265	Consultan	t:	SE3, LLC
		EXHIBIT D		
	REIMBURSABLE DI	RECT COSTS - WO	RKSHEET ESTIMATE	ES
, A.	VEHICLE REIMBURSEMEN http://www2.illinois.gov/cms/E			.aspx
	ALLOWABLE DIRECT COST http://www.illinoistollway.com/ OLLWAY XX ALLOWABLE	documents/10157/238	9762/12 LG T	
	ITEMIZED DIRECT COSTS - Allowable Direct Costs list, from the Chief Engineer price	written permission m	ust be received	
	DIRECT COST CATEGORY			
-				
· •				
-				
-				

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

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77,636.13

ALLOWABLE DIRECT COSTS

10.01.2013

State Rate (Maximum)

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

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

pavement cores)

Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)

Specialized equipment – on an as needed basis with prior approval

Traffic Systems

Actual Cost

Actual Cost

Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks,

Storm sewer cleaning and televising

Traffic control and protection

Actual Cost
Aerial photography and mapping

Utility exploratory trenching

Actual Cost
Actual Cost

ALLOWABLE DIRECT COSTS

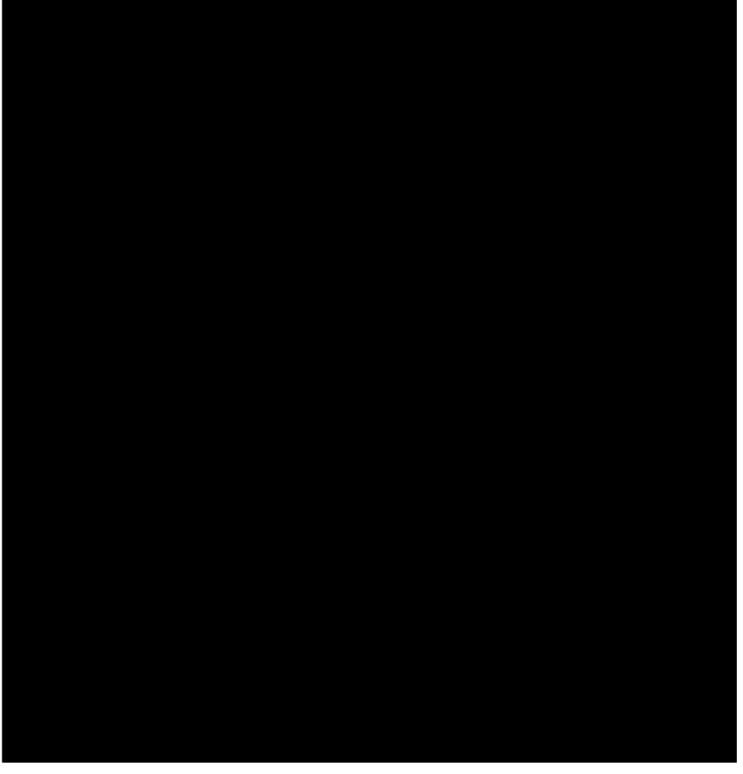
- *website for State Reimbursement Rates
 http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx
- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed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

Contract NC) KK-10-4203	Consultant:	SE3, LLC
	<u>!</u>	EXHIBIT E - KEY PROJECT PERSON	<u>IEL</u>
Project Prin	cipal:		
Project Man	ager:		
Project Eng	ineer:		
Resident En	ıgineer:		
Documentat	tion Engineer:		
Project Civil	l Engineer:		
Project Stru	ctural Engineer:		
Project Drai	nage Engineer:		
Senior Engi	neer:		
Others:	Name:	Vaida I Vaalinto	
	Classification:	Construction Funds	
	Name:		
	Classification:		
	Name:		
	Classification:		
	Name:		
	Classification:		

RESUMES

Keith Keslinke, PE SE3, LLC

Keith Keslinke, PE



Keith L. Keslinke, P.E.



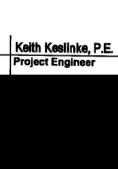




EXHIBIT F

Contract No. RR-16-4265

SE3, LLC

SCOPE OF SERVICES

Assist in Design Corridor Management, and Design tasks such as ITS, erosion control, structural, utilities, permitting and local agency coordination or other tasks as assigned by AECOM or other technical tasks as directed by the Tollway as part of this contract.

EXHIBIT G

CURRENT OBLIGATIONS FOR PROJECTS

Contract RR-16-4265

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders) (*)	Fee Remaining To Be Earned (*)	Estimated Date of Completion
RR-10-9973	Illinois Tollway, GEC Contract	\$6,075,077.98	\$669,765.15	06/31/2017
PTB 159/11	IDOT, US 45 from IL 132 to Washington ST.	TBD	TBD	TBD
P-91-495-12	IDOT, Phase I Various Geometrics Program Management	\$391,277.15	\$ 21,860.86	12/31/2016
P-91-346-15	IDOT, Phase I Various Geometrics Program Management	\$34,738.00	\$ 24,339.26	5/31/2019
D-91-008-14	IDOT, IL 47 from Charles Road to North of IL Route 120, Phase II	TBD	TBD	TBD
MO-12-1237	Illinois Tollway, Pavement Management Services	\$135,000.00	\$1,944.68	06/31/2017
I-13-4613	Illinois Tollway, Elgin-O'Hare CUR, CM	\$500,000.00	\$20,291.57	4/30/2017
D-91-104-14	IDOT, Phase II Various-Various	\$250,000	\$12,579.57	12/31/2016
P-91-119-14	IDOT, Various/ Various Phase 1	\$103,566.18	\$ 42,346.74	8/31/2017
RR-13-4153	Illinois Tollway, Const Upon Request	\$365,000.00	\$ 8,654.65	12/31/2016
I-11-4017	Illinois Tollway, I-90 Recon from IL 53 to Higgins Road	\$835,416.60	\$120.65	11/31/2016
PTB 164/10	IDOT, Various/ Various Phase II Traffic Signal Design	\$400,000	\$39,378.20	12/31/2016
PTB 173/12	IDOT, Various/ Various Phase II Traffic Signal Design	\$600,000	\$600,000	6/30/17
PTB 164/4	IDOT, US 45 (Milburn Bypass)Phase II	\$157,886.21	\$1,137.64	1/31/2017
RR-13-4116	Illinois Tollway, I-88, Reconstruction, York to I-290	\$240,019.90	\$89,242.86	9/28/2017
RR-13-5660	Illinois Tollway, I-88, Resurfacing, US 30 to US 52	\$157,761.78	\$0.00	10/30/2015
P-91-120-14	IDOT, Various Phase I	TBD	TBD	TBD
RR-14-4223	Central Tri-State Tollway Master Plan	\$860,000.00	\$301,877.80	6/30/2017
I-15-4654	Illinois Tollway, Elgin O'Hare Western Access Corridor CUR, CM	\$300,000.00	\$189,855.87	2/28/2019
RR-16-9189	Systemwide Facilities CUR	\$250,000.00	\$221,269.58	12/31/2018
RR-16-4255	Roadway and Bridge Rehab, I-355, MP 12.3 to MP 22.3	\$653,569.90	\$540,019.31	11/30/2022
RR-16-4256	Roadway and Bridge Rehab, I-355, MP 22.3 to MP 29.8	\$255,484.00	\$226,565.76	11/30/2022
D-91-199-16	Various Value Engineering Projects	TBD	TBD	TBD
P-92-017-10	I-280 over the Mississippi River near Milan, PI/II	TBD	TBD	TBD
P-92-005-15	Various Phase I/II Projects	TBD	TBD	TBD
C-93-092-16	US 34 from East of Eldamain Road to Center Parkway in Yorkville, Phase III	TBD	TBD	TBD

TBD values, no contract has been executed as of the time of this submittal

					SE3, LLC	
			EXHIBIT H - SERVICE	S BY OTHERS		
ibits	A-G must be submitte	d for each sub	consultant listed below	. If a subconsultant requires "	Services by Othe	rs", they r
	inc	clude Exhibit H	and attach Exhibits A-	G for second tier subconsultan	ts.	
BEN	WBE SUBCONSULTAN	TS				
		Vec-		6		
Di	irect Labor		<u> </u>	Direct Labor		
Di	irect Costs		<u> </u>	Direct Costs	\$ -	_
Se	ervices by Others		<u> </u>	Services by Others	\$ -	_
A	dditional Services **		_	Additional Services **	\$ -	_
To	otal this Subconsultant (ULC)		\$	Total this Subconsultant (ULC)		\$
				7		
Di	rect Labor		· ····	Direct Labor		_
Di	rect Costs		_	Direct Costs	\$ -	_
Se	ervices by Others			Services by Others	\$ -	
Ac	ditional Services **			Additional Services **	\$ -	-
To	otal this Subconsultant (ULC)		_\$	Total this Subconsultant (ULC)		- \$
Di	rect Labor		<u></u>	Direct Labor		
Di	rect Costs	\$ -		Direct Costs	\$ -	-
Se	rvices by Others	\$ -	_	Services by Others	\$ -	-
Ad	Iditional Services **	\$ -		Additional Services **	\$ -	-
То	tal this Subconsultant (ULC)		_\$	Total this Subconsultant (ULC)		_\$_
			o	•		
Dir	rect Labor		_ _	Direct Labor		-
Dir	rect Costs	\$ -	_	Direct Costs	\$ -	-
Se	rvices by Others	\$ -	_	Services by Others	\$ -	-
Ad	ditional Services **	\$ -	_	Additional Services **	\$ -	-
To	tal this Subconsultant (ULC)		<u> </u>	Total this Subconsultant (ULC)		\$
Die	rect Labor	····	10		<u></u>	-
	ect Costs	\$ -	_	Direct Labor		-
	rvices by Others	\$ - \$ -		Direct Costs	\$ -	_
	ditional Services **	\$ -	_	Services by Others	\$ -	
	tal this Subconsultant (ULC)	<u> </u>	 _\$	Additional Services **	<u> </u>	
	()			Total this Subconsultant (ULC)		\$

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): ____

Drai		Na.
Proj	ect	NO.

RR-16-4265

_		• •	
Co	nsı	ılta	mt:

SE3, LLC

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.

			6			
Direct Labor				Direct Labor		_
Direct Costs				Direct Costs	\$ -	_
Services by Others				Services by Others	_\$	_
Additional Services **			•	Additional Services **	\$ -	
Total this Subconsultant (ULC)				Total this Subconsultant (ULC)		\$
			7 _			_
Direct Labor		.		Direct Labor	\$ -	_
Direct Costs		<u></u>		Direct Costs	\$ -	_
Services by Others		<u> </u>		Services by Others	\$ -	_
Additional Services **				Additional Services **	_\$	_
Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$
		<u> </u>	8 _			_
Direct Labor	_\$	<u>. </u>		Direct Labor	\$ -	
Direct Costs	\$	<u>. </u>		Direct Costs	\$ -	-
Services by Others	\$	<u>. </u>		Services by Others	\$ -	_
Additional Services **	\$			Additional Services **	\$ -	_
Total this Subconsultant (ULC)		\$		Total this Subconsultant (ULC)		\$
			9			
Direct Labor	\$ -	<u> </u>	_	Direct Labor	\$ -	_
Direct Costs	-			Direct Costs	\$	_
Services by Others	_\$			Services by Others	\$ -	_
Additional Services **	_\$			Additional Services **	\$ -	_
Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		\$
		<u> </u>	10		·	_
Direct Labor	\$ -	_		Direct Labor	\$ -	_
Direct Costs	\$ -			Direct Costs	\$ -	_
Services by Others	\$ -			Services by Others	\$ -	_
Additional Services **	\$	_		Additional Services **	\$ -	-
Total this Subconsultant (ULC)		\$		Total this Subconsultant (ULC)		\$
services funds require prior authoriz	ation before use			TOTAL Non-DBE/MBE/W	BE Subconsultants:	\$

Contract Information Sheet

Consultant Name: Urban GIS, Inc.

Contract Number: RR-16-4265

Proposal Date: 3/10/2017

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

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

RR-16-4265 Contract Number:

Consultant:

Urban GIS, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

									Gra	ind Total	Grand Total Exhibit A Hours	A Hours	666
					W	NTHS of	MONTHS of YEAR 2017	717					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	JuC	Aug	Sep	Oct	Nov	Dec	
DCM Services					60	<u>ر</u>	55	95	92	26	26	25	350
						2	3	3	3	3	3	3	SS
TOTALS					80	15	26	56	56	56	56	5.5	359
													200

EXHIBIT "1" Page **604** of **636** Version 13

Contract Number:	RR-1	RR-16-4265				S	Consultant:	į		Urban	Urban GIS, Inc.		
	_			EXHII	EXHIBIT A: ESTIMATED TASK WORK HOURS	STIMATE	D TASK 1	NORK H	ours				
			İ										
					W	NTHS of	MONTHS of YEAR 2018	018	!				TOTAL Hours
TASK	Jan	Feb	Mar	Apr	May	unſ	յոր	Aug	Sep	Oct	Nov	Dec	
DCM Conject	7			7		į	3						
DOM DELVICES	40	04	40	40	40	40	40	40	40	40	40	40	480
TOTALS	40	40	40	40	40	ΨV	ΨV	VV	OV.	9		7	707
		•	7.	7.		7		101	4	40	4	4	480

Contract Number:	KK-1	KK-16-4265				Š	Consultant:			Urban	Urban GIS, Inc.		
	-			EXHIB	IT A: ES	TIMATE	D TASK 1	EXHIBIT A: ESTIMATED TASK WORK HOURS	OURS			·	
					N N	MONTHS of YEAR 2019	YEAR 20	019				i	TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DCM Services	40	40	40	40									160
0 11101		,											
IOIALS	40	40	40	40									160

Contract No.:	RR-16-4265	Consultant: _	Urban GIS,	Inc.	
	EXHIBIT	B: FEE CALC	<u>ULATIONS</u>		
A. DIRECT LAB	OR (without overtime)				
	(Total Work Hours	\$ 57.21 (Average Hourly Rate from Exhibit C-2)	= TOTAL DIRECT SALARY	\$	57,152.79
Mı	ultiplier to be used on this project: Allowable Multiplier = (2.8 DSE) (2.5 o	r 2.8 CM) (2.5 PMO)			2.80
	DIRECT RE	GULAR SALA	RY TIMES MULTIPLIER	\$	160,027.81
	BLE DIRECT COSTS NOT E or Prime Consultant listed above.)	LIGIBLE FOR	PROFIT		
			TOTAL DIRECT COSTS		\$4,939.69
C. SERVICES B	Y OTHERS				
To	otal Allowable Fee DBE/MBE/WBE Sub	consultant (from Ex	chibit H) _\$		
Total Allowab	ole Fee Non-DBE/MBE/WBE Subconsul	tant (from Exhibit H	l (cont))_\$ -		
			TOTAL SERVICES BY OTHERS	\$	
	SERVICES (Prime Consultant)	(Requ	ires prior authorization before use)		
ADDITIONAL	SERVICES (Subconsultants)	(Requ	ires prior authorization before use)		
				\$	<u>-</u>
E. MAXIMUM AL	LOWABLE FEE (Upper Limit of (Compensation)		\$	164,967.50

į	RR-16-4265	Consultant:	Urban GIS, Inc.	ilS, Inc.
Date: 3/10	3/10/2017			
	EXHIBIT C-1: P	EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	SCALATION TABLE	
	CONTRACT TERM: SCHEDULED START DATE: RAISE DATE: PERCENT OF RAISE:	24 5/1/2017 1/1/2018 0%	No. OF MONTHS	
	ESCALA	ESCALATION PER YEAR Year 1 through 5	nrough 5	
5/1/2017 - 12/31/2017 Date Date 8.0 24.0	1/1/2018 - 12/31/2018 Date Date 12.0	Date Date 4.0	Date Date	Date Date
33.33% Factor First Period	50.00% Escalation Factor Second Period	16.67% Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period
	ESCALA	ESCALATION PER YEAR Year 6 through 10	rough 10	
Date Date	- Date Date	- Date	Date Date	- Date Date
24.0	24.0	24.0	24.0	24.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period
The esca	The escalation factor for this project is:	100.00%		

Contract No.: RR-16-4265

Consultant:_

Urban GIS, Inc.

Date: 3/10/2017

Escalation Factor:

100.00% (From Exhibit C-1)

DIRECT COST OVERTIME PREMIUM				Estimated Overtime Hours (Overtime Hours Only) (See Note D to													
DIREC	Total Estimated O/T Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:	Escalated Average Premium Overtime Hourly Rate (See Note C to													
	00.666	\$57.21	\$57,152.79	Estimated Work Hours (Including Overtime)		104.00						320.00	575.00				
RATES	Total Estimated Work Hours:	Average Hourly Rate:	Total Direct Labor_	Average Average Hourly Rate for for Classification (See Note A to (See Note B to Right)		\$65.00						\$60.00	\$54.24				
HOURS AND				Average Hourly Rate for Classification (See Note A to Right)		\$65.00						\$60.00	\$54.24				
TION MAN-				Tollway MAXIMUM Hourly Rate for Classification	\$70.00	\$70.00	\$70.00	\$70.00	\$60.00	\$40.00	\$60.00	\$60.00	\$50.00	\$70.00	\$70.00	\$20.00	\$40.00
CLASSIFICA				Tollway MINIMUM Hourly Rate for Classification	\$50.00	\$40.00	\$40.00	\$40.00	\$25.00	\$20.00	\$20.00	\$25.00	\$15.00	\$30.00	\$20.00	\$8.25	\$8.25
EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES				Tollway Classification	Principal	Project Manager	Senior Engineer/Planner	Resident Engineer	Project Engineer/Planner	Staff Engineer/Planner	Engineer /Accountant	Senior Technical Specialist	Technical Specialist	Architect	Realty Specialists	Intern	Admin/Clerical
				Classification Eligible for Premium Overtime?	No	N _O	No	No ox	ο _N	No ON	No	No No	No	2 EX	£ HI	S _O	o "1"

Contract No.:	RR-16-4265	Consultant:	Urban GIS, Inc.
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Date: __3/10/2017

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	Project Manager	Alan Hobscheid	\$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	Senior GIS Analyst	Chris Nimmo	\$25 - \$60
Technical Specialist	GIS Technician	Kathryn Juliano	\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40
			1000

Contract No.	:RR-16-4265	Consultant:	Urban GIS, Inc.
		EXHIBIT D	
	REIMBURSABLE DIF	RECT COSTS - WORKSHEE	ET ESTIMATES
A.	VEHICLE REIMBURSEMENT http://www2.illinois.gov/cms/Ei	Γ - rate based on link below mployees/travel/Pages/TravelR	eimbursement.aspx
В.		FS - based on link below documents/10157/2389762/12 DIRECTCOSTS 10012013.PDF	
C.	Allowable Direct Costs list, v	For any expense not included written permission must be report to its inclusion. List those	eceived
	DIRECT COST CATEGORY None		
	None		

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

\$ 4,939.69

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 dayParkingActual CostTollsActual CostOvertimePremium portion

Film and Film Processing**

Overnight Delivery/Postage Courier Service

Copies of Deliverables and Mylars

Specific Insurance – required for project

Actual Cost

Actual Cost

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
 Recording Fees
 Courthouse Fees
 Testing of Soil Samples
 Actual Cost
 Actual Cost
 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."

Contract No.:	RR-16-4265	Consultant:	Urban GIS, Inc.	
	EXHIB	IT E - KEY PROJECT PERS	<u>ONNEL</u>	
Project Princip	al:			
Project Manage	er:			
Project Engine	er:			<u> </u>
Resident Engin	neer:			
Documentation	Engineer:			
Project Civil En	ngineer:			
Project Structu	ral Engineer:			-
Project Drainag	ge Engineer:			
Senior Enginee	or:	V		
Others:	Name:			
	Classification:			
	Name:			
	Classification:		3.70 C C C C C C C C C C C C C C C C C C C	
	Name:			
	Classification:			
	Name:			
	Classification:			

EXHIBIT F

Contract No. RR-16-4265

Urban GIS, Inc.

SCOPE OF SERVICES

GIS support services, as requested ,or other tasks as assigned by AECOM or other technical tasks as requested by the Illinois Tollway as part of this contract.

EXHIBIT G

Contract No. RR-16-4265

Urban GIS, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Su	ee (Including all ipplementals and itra Work Orders)		Remaining Be Earned	Estimated Date of Completion
	CTA corridor study	\$	61,695.00	\$	21,783.00	10/1/2017
	RTA study	\$	31,864.00	\$	20,766.00	12/1/2017
	US Navy pavement assessment		\$521,713.00	\$35	52,589.00	1/1/2018
	Water Department asset management	\$	38,363.90	\$	32,225.67	4/1/2018
	Airport GIS services	\$	52,936.00	\$	40,513.00	3/1/2018
	Chicago GIS services	\$	295,195.00	\$	290,000.00	3/1/2018

Contract No.:	RR-16-4265	Consultant:	Urban GIS, Inc.

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.

n	R	F/	м	R	F	۸۸	/R	F	SI	IR	C	0	M	Q I	111	T	Δ	NT	e
_		-		D			, -		-			•	и.	-	ш		~		-

1 _			_	6_			_
	Direct Labor		_		Direct Labor		_
	Direct Costs				Direct Costs	<u> </u>	
	Services by Others				Services by Others	<u> </u>	
	Additional Services **				Additional Services **	<u> </u>	<u></u>
	Total this Subconsultant (ULC)		<u>\$</u> -		Total this Subconsultant (ULC)		_\$
2 _				7			
	Direct Labor		_	-	Direct Labor		
	Direct Costs				Direct Costs	\$ -	
	Services by Others		_		Services by Others	\$ -	_
	Additional Services **	Trans	_		Additional Services **	\$ -	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		
3				۰			
• -	Direct Labor			• -	Direct Labor		
	Direct Costs	\$ -			Direct Costs	\$ -	_
	Services by Others	\$ -	_		Services by Others	\$ -	
	Additional Services **	\$ -			Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		 \$ -		Total this Subconsultant (ULC)		_ \$ -
					rotal tills oubconstituit (occ)		<u> </u>
4 -			<u></u>	9 _			_
	Direct Labor				Direct Labor		
	Direct Costs	_\$			Direct Costs	\$ -	
	Services by Others	\$ -	<u> </u>		Services by Others	<u> </u>	
	Additional Services **	_\$ -			Additional Services **	<u>\$</u> -	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$ -
5				10			
_	Direct Labor				Direct Labor		,
	Direct Costs	<u> </u>	_		Direct Costs	\$ -	
	Services by Others	\$ -			Services by Others	\$ -	
	Additional Services **	\$ -			Additional Services **	\$ -	
	Total this Subconsultant (ULC)		 \$		Total this Subconsultant (ULC)	- T	 _\$
					•		
Additio	nal services funds require prior autho	rization before use			TOTAL DBE/MBE/WE	BE Subconsultants	s: <u>\$</u> _

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):

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

P	roi	ect	· N	n

DD	16-426	=
RR-	10-420	•

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.

_		 	_	6 _				
	Direct Labor	 			Direct Labor		_	
	Direct Costs	 	_		Direct Costs	\$ -		
	Services by Others	 	_		Services by Others	\$ -		
	Additional Services **	···	_		Additional Services **	\$ -		
	Total this Subconsultant (ULC)		\$		Total this Subconsultant (ULC)		\$	
_			_	7				
	Direct Labor		_	_	Direct Labor	\$ -		
	Direct Costs	 	_		Direct Costs	\$ -		
	Services by Others	 	_		Services by Others	\$ -		
	Additional Services **		_		Additional Services **	\$ -		
	Total this Subconsultant (ULC)		\$		Total this Subconsultant (ULC)		\$	
		 _	_	8				
	Direct Labor	\$ 	_ _	_	Direct Labor	\$ -		
	Direct Costs	\$ 			Direct Costs	\$ -		
	Services by Others	\$ -	_		Services by Others	\$ -		
	Additional Services **	\$ _	_		Additional Services **	\$ -		
	Total this Subconsultant (ULC)		\$		Total this Subconsultant (ULC)		\$	
			_	9				
	Direct Labor	\$ 	-		Direct Labor	\$ -	_	
	Direct Costs	\$ 	_		Direct Costs	\$ -		
	Services by Others	\$ _	_		Services by Others	\$ -	 .	
	Additional Services **	\$ -	_		Additional Services **	\$ -		
	Total this Subconsultant (ULC)		\$		Total this Subconsultant (ULC)	•	\$	
				10				
	Direct Labor	\$ 	_		Direct Labor	\$ -	_	
	Direct Costs	\$ 	_		Direct Costs	\$ -		
	Services by Others	\$ -	_		Services by Others	\$ -		
	Additional Services **	\$ -	_		Additional Services **	\$ -	_	
	Total this Subconsultant (ULC)	 	\$		Total this Subconsultant (ULC)		\$	

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

Contract Information Sheet

Consultant Name:	Wang Engineering, Inc.	
Contract Number:	RR-16-4265	
Proposal Date:	3/10/2017	

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

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 yellew text to be a full set of instructions to complete the exhibits is available on the Tollway's website.

Contract Number: RR-16-4265

Consultant:

Wang Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

									Gre	and Total	Grand Total Exhibit A Hours		1,390
					∑	SHLN	MONTHS of VEAR 2017	717					TOTAL
TASK	Jan	Feb	Mar	Apr	Mav	Jun	Inf	Aug	Sep	000	YON	Dec	
				-				D					
DCM Services	1000000			7900	∞	80	14	80	80	8	80	8	430
TOTALS					8	8	14	80	80	80	80	80	430

Version 13

Contract Number:	RR-16	RR-16-4265				ပ္ပ	Consultant:			Wang Engineering, Inc.	ineering, I	nc.	
	_			EXHIB	SIT A: ES	EXHIBIT A: ESTIMATED TASK WORK HOURS) TASK	NORK H	ours				
													TOTAL
					MO	MONTHS of YEAR 2018	YEAR 2	018					HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DCM Services	80	80	80	08	80	80	80	40	40	40	40	40	76
			1										
TOTALS	<u></u>	<u>@</u>	8	8	<u>@</u>	<u>~</u>	8	40	40	40	40	40	7

Contract Number:	RR-16	RR-16-4265				S	Consultant:		^	Wang Engineering, Inc.	ineering, l	nc.	
	_			EXHIB	IT A: ES	TIMATE	TASK V	EXHIBIT A: ESTIMATED TASK WORK HOURS	OURS			•	
					MO	NTHS of	MONTHS of YEAR 2019	019					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DCM Services	9	4	40	4	40								200
TOTALS	40	40	40	40	40								200

EXHIBIT "1" Page **622** of **636** Rev. 6/2016

Contract No.:	RR-16-4265	Consultant: _	Wang Engine	ering, In	C .
	EXHIBI	T B: FEE CALC	<u>ULATIONS</u>		
A. DIRECT LAB	OR (without overtime)				
	1,390.00 X (Total Work Hours from Exhibit C-2)	\$ 40.27 (Average Hourly Rate from Exhibit C-2)	= TOTAL DIRECT SALA	RY_\$	55,975.30
	ultiplier to be used on this project: Allowable Multiplier = (2.8 DSE) (2.5	5 or 2 8 CM\ /2 5 PMO\			2.80
			RY TIMES MULTIPLIER	\$	156,730.84
	BLE DIRECT COSTS NOT or Prime Consultant listed above.)	ELIGIBLE FOR	PROFIT		
			TOTAL DIRECT COST	's	\$8,236.66
C. SERVICES B	Y OTHERS				
To	otal Allowable Fee DBE/MBE/WBE S	ubconsultant (from Ex	chibit H) _\$		
Total Allowab	ele Fee Non-DBE/MBE/WBE Subcons	sultant (from Exhibit H	(cont))_\$		·
			TOTAL SERVICES BY OTHER	s <u>\$</u>	-
D. ADDITIONAL	SERVICES (Prime Consultant)				
ADDITIONAL	SERVICES (Subconsultants)	(Requi	ires prior authorization before us	e)	
		(Requi	ires prior authorization before us	e)	
		(Requi	TOTAL ADDITIONAL SERVICE ires prior authorization before us		
E. MAXIMUM AL	LOWABLE FEE (Upper Limit	of Compensation)		\$	164,967.50

Wang Engineering, Inc.

Consultant:

RR-16-4265

Contract No.:

3/10/2017

Date:

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

No. OF MONTHS

5/1/2017

%0

22

CONTRACT TERM:

SCHEDULED START DATE:

RAISE DATE:

PERCENT OF RAISE:

Contract No.:

RR-16-4265

Consultant:

Wang Engineering, Inc.

3/10/2017 Date:

Escalation Factor:

100.00% (From Exhibit C-1)

DIRECT COST OVERTIME PREMIUM				Estimated Overtime Hours (Overtime Hours Only) (See Note D to												
DIREC	Total Estimated O/T Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:	Escalated Average Premium Overtime Hourly Rate (See Note C to												
	1,390.00	\$40.27	\$55,975.30	Estimated Work Hours (Including Overtime)	10.00	60.00	170.00		550.00	320.00		50.00	200.00			
RATES	Total Estimated Work Hours:	Average Hourly Rate:	Total Direct Labor	Average Average Hourly Rate for Classification (See Note A to (See Note B to Right)	\$70.00	\$65.78	\$65.78		\$39.19	\$28.33		\$60.00	\$27.25			
ASSIFICATION MAN-HOURS AND RATES				Average Hourly Rate for Classification (See Note A to Right)	\$70.00	\$65.78	\$65.78		\$39.19	\$28.33		\$60.00	\$27.25			
TION MAN-I				Tollway MAXIMUM Hourly Rate for Classification	\$70.00	00:02\$	\$70.00	\$70.00	\$60.00	\$40.00	\$60.00	\$60.00	\$50.00	\$70.00	\$70.00	\$20.00
CLASSIFICA				Tollway MINIMUM Hourly Rate for Classification	\$50.00	\$40.00	\$40.00	\$40.00	\$25.00	\$20.00	\$20.00	\$25.00	\$15.00	\$30.00	\$20.00	\$8.25
EXHIBIT C-2: DIRECT LABOR CL				Tollway Classification	Principal	Project Manager	Senior Engineer/Planner	Resident Engineer	Project Engineer/Planner□	Staff Engineer/Planner	Engineer /Accountant	Senior Technical Specialist	Technical Specialist	Architect	Realty Specialists	Intern
				Classification Eligible for Premium Overtime?	No	No	No	No	ON.	S _O	No	e E	ϩ (HI	₽ BI	<u>و</u> 1"]	운 l"

Version 13

Contract No.: RR-16-4265

3/10/2017

Date:

Escalation Factor:

Consultant:

Wang Engineering, Inc.

100.00% (From Exhibit C-1)

	EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES	CLASSIFICA	TION MAN-	HOURS AND	RATES		DIREC	DIRECT COST OVERTIME PREMIUM
					Total Estimated Work Hours:	1,390.00	Total Estimated O/T Hours:	
					Average Hourly Rate:	\$40.27	Average Premium O/T Hourly Rate:	
					Total Direct Labor	\$55,975.30	Total 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)	Average Average Hourly Rate Hourly Rate for for Classification Classification See Note A to (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to	Estimated Overtime Hours (Overtime Hours Only) (See Note D to
No	Admin/Clerical	\$8.25	\$40.00	\$35.89	\$35.89	30.00		

Contract No.:	RR-16-4265	Consultant:	Wang Engineering, Inc.
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Date: 3/10/2017

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-in-Charge	Farez, Corina	\$50 - \$70
		lordache, Liviu	
Project Manager		Kothawala, Mohammed	\$40 - \$70
Senior Engineer/Planner	Senior Engineer/Project Manager	Kurnia, Andri	\$40 - \$70
		Seyhun, Metin	
		Syfert, Gregory	
Resident Engineer			\$40 - \$70
Project Engineer/Planner□	Project Engineer/Project Geologist	Balakumaran, Sivaneswary	\$25 - \$60
		Bista, Hemanta	
		Datz, Eric	
		Davis, Nathan	
		Gorlagunta, Ravi	
		KC, Ramesh	
		Hamad, Azza	
		Marin, Cornelia	
Staff Engineer/Planner	Project Assistant Engineer/Assistant	Bozga, Francisc	\$20 - \$40
		Foote, James	
		Ramunajan, Sai	
		Rowells, Jessica	
		Schmelzel, Michael	
		Tomaras, Anthony	
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist	QC/QA Reviewer	Snider, Mickey	\$25 - \$60
Technical Specialist	Laboratory Technician	lordache, Corina	\$15 - \$50
		Mohammed, Asifuddin	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
ntern			\$8.25 - \$20
Admin/Clerical	Project Administrative Assistant	Davis, Chad	\$8.25 - \$40
		Toner, Daniel	··· ·

Contract No.:	RR-16-4265	Consultant: _	Wang Engineering, Inc.
		EXHIBIT D	
	REIMBURSABLE DIR	ECT COSTS - WORKSI	HEET ESTIMATES
A .	VEHICLE REIMBURSEMENT http://www2.illinois.gov/cms/En	- rate based on link below	៷ <u>relReimbursement.aspx</u>
	ALLOWABLE DIRECT COST: http://www.illinoistollway.com/d OLLWAY XX ALLOWABLEDI	ocuments/10157/2389762/	12 LG T PDF
	ITEMIZED DIRECT COSTS - F Allowable Direct Costs list, w from the Chief Engineer prior	ritten permission must b	e received
	DIRECT COST CATEGORY		
	None		
-			
-			
-			
- -			
-			
-			
_			

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

\$ 8,236.66

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

Actual Cost

Actual Cost

Aerial photography and mapping

Utility exploratory trenching

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."

Contract No.	: <u>RR-16-4265</u>	_ Consultant:	Wang Engineering, Inc.
	<u>E</u>)	KHIBIT E - KEY PROJECT P	ERSONNEL
Project Princ	ipal:		
Project Mana	ger:		
Project Engir	neer:		
Resident Eng	jineer:		
Documentation	on Engineer:		
Project Civil I	Engineer:		
Project Struc	tural Engineer:		
Project Drain	age Engineer:		
Senior Engine	eer:		
Others:	Name:		
	Classification:		
	Name:		
	Classification:		
	Name:		
	Classification:		
	Name:		
	Classification:		

EXHIBIT F

Contract No. RR-16-4265
Wang Engineering, Inc.
SCOPE OF SERVICES

Geotechnical services, as requested ,or other tasks as assigned by AECOM or other technical tasks as requested by the Illinois Tollway as part of this contract.

EXHIBIT G

Contract No. RR-16-4265

Wang Engineering, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-11 -4 014	Costochnical Engineering			
PSB 12-3, Item 2	Geotechnical Engineering	\$ 2,268,596.65	\$ 822,445.36	May-18
Wang 450-03-03	Services			,
I-13-4614	Control of Francis			
PSB 13-1, Item 21	Geotechnical Engineering	\$ 299,015,00	\$ 98,828.91	Aug-18
Wang 255-29-XX	Services		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	, .
RR-14-4222	Contact de la Francisco de			
PSB 14-3, Item 2	Geotechnical Engineering	\$ 296,985.00	\$ 92,498.82	Dec-17
Wang 314-19-01	Services	, , , , , , , , , , , , , , , , , , , ,	, , , , , , , , , , , , , , , , , , , ,	
RR-14-4223	0 4 1 1 1 5 1 1			
PSB 14-3, Item 3	Geotechnical Engineering	\$ 1,666,017.00	\$ 1,204,344.89	Dec-17
Wang 790-83-01	Services	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,,,,	200
D-91-404-11		,		
PTB 159-07	Geotechnical Engineering	\$ 77,894.73	\$ 28,590.88	Dec-18
Wang 486-13-xx	Services	11,001.10	20,000.00	DC0-10
D-30-010-11	_			
PTB 159-31	Geotechnical Engineering	\$ 187,800.00	\$ 175,868.23	Jan-17
Wang 206-26-00	Services	Ψ 107,000.00	Ψ 170,000.20	Jail-17
D-91-008-12				
PTB 161-09	Geotechnical Engineering	TBD	TBD	Dec-18
Wang 168-XX-00	Services	100	155	Dec-18
P-91-495-12			1	
PTB 165-06	Geotechnical Engineering	TBD	TBD	Dec-18
Wang 708-06-00	Services	100	1 100	Dec-10
D-91-314-13				
PTB 168-07	Geotechnical Engineering	\$ 91,734.07	s -	Dec-18
Wang 486-17-xx	Services	Ψ 31,737.07	- I	Dec-10
D-91-023-14	Geotechnical Engineering			
PTB 169-18	Services	\$ 520,193.00	\$ 456,378.63	Dec-18
P-94-018-13 / D-4-018-13				
PTB 169-29	Geotechnical Engineering	\$ 64,865.00	\$ 56,342.00	Dec-18
Wang 414-09-01	Services	0 1,000.00	00,0 12.00	500 10
D-91-459-14				
PTB 173-10	Geotechnical Engineering	\$ 122,779.00	\$ 8,915.52	Dec-18
Wang 491-02-xx	Services	, imm,i i 5.00	- 0,510.52	
D-91-101-15				
PTB 174-07	Geotechnical Engineering	\$ 23,288.00	\$ 23,288.00	Feb-18
Wang 811-04-00	Services		-5,255.66	. 55 .5
P-91-225-15	0.4.1			
PTB 175-05	Geotechnical Engineering	TBD	TBD	Dec-18
Wang 630-10-00	Services			200 .0

P-91-224-15 PTB 175-11 Wang 255-32-00	Geotechnical Engineering Services	TBD	TBD	Dec-18
P-92-022-15/D-92-022-15 PTB 176-11 Wang 751-07-01	Geotechnical Engineering Services	\$ 214,702.20	\$ 214,702.20	Dec-18
RR-16-4265 PSB16-3 Wang P170309	Geotechnical Engineering Services	\$ 164,967.50	\$ 164,967.50	Apr-23

Co	ntract	· Na	

	265	

Consultant:			
		. . 14 4 .	

Wang Engineering, Inc.

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.

								NTS

1				6			
	Direct Labor		-		Direct Labor		•
	Direct Costs		_		Direct Costs	\$ -	•
	Services by Others		_		Services by Others	\$ -	•
	Additional Services **		_		Additional Services **	\$ -	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		_\$
2				_			
^	Direct Labor	·	-	⁷ —	Direct Labor		•
	Direct Costs		_		Direct Costs	\$ -	•
	Services by Others	 	-		Services by Others	\$ -	•
	Additional Services **		_		Additional Services **	\$ -	•
	Total this Subconsultant (ULC)	<u> </u>	- \$ -		Total this Subconsultant (ULC)		· \$ -
	` ,				, , , , , , , , , , , , , , , , , , , ,		
³ —			-	8			•
	Direct Labor		-		Direct Labor		•
	Direct Costs	<u> </u>	=		Direct Costs	<u> </u>	
	Services by Others	\$ -	-		Services by Others	\$ -	
	Additional Services **	\$ -	_		Additional Services **	\$ -	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$ -
4				9			
	Direct Labor		-		Direct Labor		•
	Direct Costs	\$ -	_		Direct Costs	\$ -	•
	Services by Others	\$ -	_		Services by Others	\$ -	•
	Additional Services **	\$ -	_		Additional Services **	\$ -	•
	Total this Subconsultant (ULC)	<u></u>	_\$ -		Total this Subconsultant (ULC)		\$ -
5			-	10			
	Direct Labor		_		Direct Labor		
	Direct Costs	\$ -	-		Direct Costs	<u> </u>	
	Services by Others	<u>\$</u> -	_		Services by Others	\$ -	
	Additional Services **	\$ -	_		Additional Services **	\$ -	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$ -

** Additional services funds require prior authorization befor
--

TOTAL	DBE/MBE/WBE	Subconsultants:	\$	-
		CHROCI IQUIMITIQ.	•	_

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

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Sergices): | DIT "1" | Version 13

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

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

80	_16	4265
RR.	- 10-	4203

Consultant:	Wang Engineering, Inc.

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.

OTHE	R SUBCONSULTANTS (NOT	DBE/MBE/WBE)					
1			_	6			
_	Direct Labor		_		Direct Labor		
	Direct Costs		_		Direct Costs	<u>\$</u> -	•
	Services by Others		_		Services by Others	\$ -	
	Additional Services **		_		Additional Services **	\$ -	
	Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		<u>\$</u> -
2 _			-	7			
	Direct Labor		_		Direct Labor	\$ -	-
	Direct Costs		_		Direct Costs	\$ -	
	Services by Others		_		Services by Others	\$ -	
	Additional Services **		-		Additional Services **	<u>\$</u>	_
	Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		<u>\$</u> -
3			_	8			
_	Direct Labor	\$	_		Direct Labor	<u> </u>	_
	Direct Costs	\$ -	_		Direct Costs	\$ -	-
	Services by Others	\$ -	_		Services by Others	<u>s - </u>	-
	Additional Services **	\$	_		Additional Services **	<u>s</u> -	-
	Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		<u> </u>
4			_	9			•
-	Direct Labor	\$ -	_		Direct Labor	. <u>\$</u>	-
	Direct Costs	\$	-		Direct Costs	\$ -	-
	Services by Others	\$ -	_		Services by Others	\$ -	_
	Additional Services **	\$ -	_		Additional Services **	\$ -	<u>.</u> -
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		<u>\$</u> -
5				10			_
_	Direct Labor	\$ -	_		Direct Labor	<u>\$</u> -	-
	Direct Costs	\$ -	-		Direct Costs	<u> </u>	_
	Services by Others	\$ -	_		Services by Others	_\$	-
	Additional Services **	<u> </u>	_		Additional Services **	<u> </u>	_
	Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		<u> </u>
** Additi	onal services funds require prior autho	orization before use			TOTAL Non-DBE/MBE/M	/BE Subconsultants:	<u>\$</u> -
			T	OTAL Additi	onal Services Non-DBE/MBE/M	/BE Subconsultants:	<u>s -</u>
				TOTAL A	Allowable Fee Non-DBE/MBE/M	/BE Subconsultants:	.