DESIGN SECTION ENGINEER AND CONSTRUCTION MANAGER AGREEMENT INCLUDING TEAMING

The Board of Directors, on the **<<Day of Board meeting>>** day of **<<Month>>**, **<<Year>>**, 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 the Team comprised of **<<enter all Consultant Firm Names>>,** authorized and existing within the laws of the State of Illinois, hereinafter referred to as "CONSULTANT".

W I T N E S S E T H:

WHEREAS, the CONSULTANT has submitted a proposal dated **<<Date of Proposal>>,** to provide Design Section Engineering and Construction Management Services for Contract No. **<<Contract No.>>** for **<<Work to be done/location>>**; and

WHEREAS, CONSULTANT represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **<<PSB YY-N, Item NN>>,** staffed with professional licensed engineers, experienced and able to perform the Design Section Engineering and Construction Management 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 CONSULTANT shall perform all Design Section Engineering and Construction Management Services for Contract No. **<<Contract No.>>** for **<<Work to be done/location>>**in accordance with the requirements and terms of this Agreement, the above-numbered Professional Services Bulletin, and the proposal from the CONSULTANT of **<<Date of proposal>>**, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the following order of precedence shall govern: 1. This Agreement 2. The Proposal 3. The Professional Services Bulletin.

B. All services performed by CONSULTANT, in the role of Design Section Engineer, shall be performed according to the professional standards and in accordance with the Design Section Engineer's Manual for The Illinois State Toll Highway Authority in effect at the date of contract execution, and as revised thereafter. All services performed by CONSULTANT, in the role of Construction Manager, shall be performed according to the professional standards and in accordance with the Construction Manager's Manual for The Illinois State Toll Highway Authority in effect at the date of contract execution, and as revised thereafter.

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C. The CONSULTANT 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.

D. The CONSULTANT has entered into a Teaming Agreement identifying the obligations, duties and responsibilities of each party to the Teaming agreement which is attached to this Agreement.

ARTICLE II

Time of Performance

Upon receipt of Notice to Proceed authorized by the Chief Engineering Officer of the TOLLWAY, the CONSULTANT shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or <<Day after board meeting>>** and ending **<<5 years after the last scheduled day of work on Exhibit A>>**, in accordance with the schedule included in the attached proposal.

Notwithstanding anything in this Agreement, the CONSULTANT, including the CONSULTANT'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 CONSULTANT shall perform all Design Section Engineering and Construction Management Services as required herein, and the TOLLWAY shall pay the CONSULTANT as compensation therefor, the CONSULTANT'S actual payroll cost times a multiplier of **2.8000** and certain direct expenses (as each of these amounts are shown in Exhibit "1") with an upper limit of compensation of **<<Write out dollar amount>> ($) <<Numerical amount>>.** If, in the opinion of the CONSULTANT, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the CONSULTANT 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 CONSULTANT 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.

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ARTICLE IV

Scope of the Service

The CONSULTANT 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 CONSULTANT further understands and agrees that all the services required to properly complete the services will be at or below the total estimated fee (Upper Limit of Compensation) established for this contract, and that only upon receipt of correspondence modifying the established scope of services for this contract from the Chief Engineering Officer, will any portion of the "Additional Services" provision of the said proposal Exhibit B be utilized. The CONSULTANT 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 CONSULTANT specifically agrees that in the performance of the services herein enumerated, the CONSULTANT, 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. The Team of ***<<insert Consultant Firm names here>>,*** consents to the exclusive jurisdiction and venue of the courts located in DuPage County, State of Illinois.

Confidentiality

CONSULTANT, 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 CONSULTANT 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 CONSULTANT's performance of this contract shall be disseminated except as authorized by law and with the written consent

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of the TOLLWAY, either during the period of the AGREEMENT or thereafter. The CONSULTANT 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 CONSULTANT'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 CONSULTANT without the use or benefit of the TOLLWAY's confidential information.

ARTICLE VI

Responsibility for Injuries and Damages

The CONSULTANT shall be responsible for all injuries to persons and damages to property due to the activities of the CONSULTANT, 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 CONSULTANT shall indemnify and save harmless the TOLLWAY, its Directors and employees from claims, suits, actions, damages, costs and fees arising from, growing out of an error, omission, intentional, willful, wanton or negligent act(s) of the CONSULTANT 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 CONSULTANT is an independent contractor and as such is solely responsible for all of its activities hereunder.

The firms comprising the CONSULTANT and identified in the Teaming Agreement shall be jointly and severally liable to the TOLLWAY for any and all damages, injuries and claims, including those arising from the professional acts, errors or omissions resulting from services rendered per this Agreement.

ARTICLE VII

Insurance

The CONSULTANT 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 CONSULTANT, his agents, representatives, employees or subcontractors. Work shall not

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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 CONSULTANT shall obtain for the term of the contract, and any extensions thereto, insurance in the following kinds and minimum limits:

a. Worker's Compensation Insurance as required by state statute, and Employer's Liability insurance covering all the CONSULTANT'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 CONSULTANT 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. CONSULTANT agrees that such policy or policies, 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. Each member of the CONSULTANT agrees that it will maintain its Engineering Professional Errors and Omissions Liability policy in effect for three years after the completion of the Agreement.

All deductible or self-insured retentions must be declared and are the sole

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responsibility of the CONSULTANT. 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 CONSULTANT 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 CONSULTANT shall be responsible for any loss or damage to the documents herein enumerated while they are in its possession, and any such documents shall be restored at its expense. Full access to the work during the preparation of the plans shall be available to the TOLLWAY and such other agencies as may be approved by the TOLLWAY. It is agreed and understood by the parties that any plans, drawings, blueprints or other similar documents ("plans") provided under this Contract which are reused by the TOLLWAY, on other projects, shall be at the TOLLWAY's own risk. Any person or entity reusing any plans shall be solely responsible for such reuse. Should the CONSULTANT 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 CONSULTANT to abide by the terms and conditions set forth in this paragraph.

ARTICLE IX

Financial Statement

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

ARTICLE X

Successors and Assigns

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The TOLLWAY and CONSULTANT 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 CONSULTANT shall assign, sublet or transfer its interest in this Agreement without the written consent of the other.

ARTICLE XI

Subcontractors

The CONSULTANT shall not subcontract or assign services to be performed under this Agreement without prior written approval of the TOLLWAY, except that the CONSULTANT 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 CONSULTANT 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 CONSULTANT, the CONSULTANT shall be paid for authorized services performed prior to the effective date of the suspension, including any reimbursable expenses then due, in accord with this Agreement.

ARTICLE XIII

Termination

A. Termination Without Cause

1. The TOLLWAY reserves the right, at its sole discretion, to terminate this Agreement without cause at any time. In the event of such termination, the TOLLWAY will promptly deliver a written Notice of Termination Without Cause to the CONSULTANT. Upon termination and within ten (10) days of said termination, the CONSULTANT 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 CONSULTANT 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 CONSULTANT. In case of dispute between the TOLLWAY and the CONSULTANT, the decision of the Chief Engineering Officer shall be final. At the request and direction of the

FOR REFERENCE ONLY

Chief Engineering Officer of the TOLLWAY, the CONSULTANT 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.

The CONSULTANT in the role of Construction Manager shall, within ten (10) days after the date of termination, furnish to the TOLLWAY marked up full size prints entitled "Record Plans", including specifications with all contract revisions or modifications to date indicated thereon, in accordance with the requirements of the Construction Manager'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 CONSULTANT to complete certain elements of the engineering services, the CONSULTANT 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 CONSULTANT.

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

a. Actual payroll cost for services properly performed prior to the effective date of termination, times a multiplier of **2.8000;**

b. Actual reimbursable direct expenses incurred prior to the effective date of termination;

c. Actual payroll cost times a multiplier of **2.8000** for any wind-up services after the effective date of termination as directed to be performed by the Chief Engineering Officer of the TOLLWAY;

d. Actual reimbursable direct expenses incurred for any wind-up services after the effective date of termination as directed to be performed by the Chief Engineering Officer of the TOLLWAY;

B. Termination for Cause

1. In the event the CONSULTANT 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 CONSULTANT, and the CONSULTANT 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

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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 CONSULTANT, or at the option of the TOLLWAY the CONSULTANT 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 CONSULTANT, if any. In addition to any difference in cost for services incurred by the TOLLWAY, the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT shall be appointed;

   c. If CONSULTANT 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 CONSULTANT 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 CONSULTANT shall prepare a detailed Progress Report, including information as to all the work performed by the CONSULTANT and the status of the work as of the date of the termination, and provide any and all other information and documents 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 CONSULTANT. In the case of a dispute between the TOLLWAY and the CONSULTANT, the decision of the Chief Engineering Officer shall be final. At the request and direction of the Chief Engineering Officer of the TOLLWAY, the CONSULTANT shall, within ten (10) days after the date of termination, furnish the TOLLWAY with marked up full size prints entitled "Record Plans", including specifications with all contract revisions or modifications made up to the termination date indicated thereon, in accordance with the requirements of the Construction Manager's Manual in

FOR REFERENCE ONLY

effect at the date of contract execution, and as revised thereafter. At the request and direction of the Chief Engineering Officer of the TOLLWAY, the CONSULTANT 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 CONSULTANT in the event of Termination for Cause shall be the following, less all previous payments to the CONSULTANT, and any credits or set-offs due to the TOLLWAY:

a. Actual payroll cost for services properly performed prior to the effective date of termination, times a multiplier of **2.8000**;

b. Actual reimbursable direct expenses incurred prior to the effective date of termination;

C. Termination due to Lack of an Appropriation

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

ARTICLE XIV

Solicitations

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

ARTICLE XV

Record Retention and Audit

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

The CONSULTANT shall maintain in the State of Illinois, for a minimum of five

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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 CONSULTANT 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 CONSULTANT 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 CONSULTANT's place of business in order to audit the records. If they are not produced in a timely manner by the CONSULTANT, then the CONSULTANT 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 CONSULTANT and any subcontractors or suppliers of goods and services to the extent that those subcontracts or agreements relate to fulfillment of the CONSULTANT'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 CONSULTANT or its subcontractors. The CONSULTANT shall promptly reimburse the TOLLWAY for any overpayment, or the TOLLWAY at its option may deduct any overpayment from any funds due the CONSULTANT, whether those funds are due under this contract or other contracts to which the CONSULTANT is a party either directly with the TOLLWAY or as a subcontractor. In the event the CONSULTANT fails or refuses to reimburse the TOLLWAY for an overpayment, the CONSULTANT 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

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purported disbursement.

The CONSULTANT 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 CONSULTANT fails to comply with these requirements, the CONSULTANT may be disqualified or suspended from bidding on or working on future contracts.

ARTICLE XVI

Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the CONSULTANT at **<<Enter Name and address of Managing Team Partner (see Teaming Agreement)>>,** 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 CONSULTANT'S QA/QC PLAN for this PROJECT must be presented by the CONSULTANT fourteen (14) days after receiving the signed contract. After acceptance by the TOLLWAY, the CONSULTANT 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 CONSULTANT'S QUALITY PROGRAM, which will be provided by the TOLLWAY.

ARTICLE XVIII

Miscellaneous

This Agreement, when executed by the CONSULTANT, shall be an offer by the CONSULTANT to the TOLLWAY and shall not be construed as an offer by the TOLLWAY to the CONSULTANT. All Agreements are subject to the statutes, rules, regulations and policies governing the TOLLWAY and are expressly subject to the approval of the

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TOLLWAY's Board of Directors, the Procurement Policy Board, the Chief Procurement Officer for General Services, and the Attorney General of the State of Illinois.

ARTICLE XIX

Inspector General

The Vendor/Contractor hereby acknowledges that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5) the Inspector General of the Illinois State Toll Highway Authority has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The Vendor/Contractor will fully cooperate in any OIG investigation or review and shall not bill the Tollway for such time. Cooperation includes providing access to all information and documentation related to the goods/services described in this Agreement, and disclosing and making available all personnel involved or connected with these goods/services or having knowledge of these goods/services. All subcontracts must inform Subcontractors of this provision and their duty to comply.

ARTICLE XX

Engineer Selection Process

The TOLLWAY and the CONSULTANT 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT's Certification/Disclosure Forms, the CONSULTANT's IDOT pre-qualification, or any certification or licensing required for this project. Additionally, the CONSULTANT agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the CONSULTANT, 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 CONSULTANT agrees to incorporate substantially similar reporting requirements into the terms of any and all subcontracts relating to work performed under this agreement. The CONSULTANT agrees to forward or relay to the Tollway any reports received from subcontractors pursuant to this paragraph within 21 days.

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

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ARTICLE XXII

EXPATRIATED ENTITIES

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

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT **X-XX-XXXX** the day and year first above written.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By_____
Chairman/CEO - Signature Date
Willard S. Evans, Jr.

APPROVED:

_____
Executive Director – Signature Date
Jose Alvarez

APPROVED:

_____
Chief Financial Officer – Signature Date
Michael Colsch

APPROVED:

_____
General Counsel – Signature Date
Kathleen Pasulka-Brown

<<Enter Managing Partner Firm Name First>> (Enter multiple Team

signature lines if needed – maximum 3 firms)

_____
President-Signature Date
<<Enter Team Firm Name>>

_____
Printed Name as Signed Above

_____
President-Signature Date
<<Enter Team Firm Name>>

_____
Printed Name as Signed Above

Approved as to Form and Constitutionality

_____
Attorney General, State of Illinois - Signature Date

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