

### **P4G Agreement Extension Questionnaire**

Please answer the following questions as your input will help us to improve the program.

1. Why have you decided to extend your Partnering for Growth Relationship?
2. What is the duration of this extension? The maximum duration for a Partnering for Growth (P4G) relationship is 36 months.
3. Will you be updating the benchmark and milestone activities selected during your initial agreement term? If yes, please provide a new Attachment C document.
4. Are there any changes to the objectives and goals of the relationship?
5. Have any of the roles within the organizations changed regarding your Partnering for Growth (P4G) relationship? If so, please advise us of the changes.

**ISTHA**  
**PARTNERING FOR GROWTH (P4G) -**  
**CONSTRUCTION**  
**AGREEMENT EXTENSION**  
**BETWEEN**  
**(MENTOR) AND (PROTÉGÉ)**

This P4G - Construction Agreement ("Agreement") is between

an \_\_\_\_\_ State Corporation, with its principal place of business at:

and

a Corporation with its principal place of business at:

(collectively referred to as the "Parties").

Subject to the express prior approval of the Illinois State Toll Highway Authority (ISTHA or Tollway), the parties agree to the following terms and conditions:

Table of Contents:

Attachment C – Benchmarks/Milestones

Include additional Attachments as needed.

### 1. FIRM INFORMATION:

	MENTOR FIRM	PROTÉGÉ FIRM
Name of Firm:		
Address:		
Telephone/ext.:		
Website:		
FEIN:		
Brief description of firm services:		

### 2. EXTENDED TERM OF PERFORMANCE: (TERM OF DEVELOPMENTAL ASSISTANCE)

Number of Months:	
Anticipated Start Date:	
Anticipated Completion Date:	

Maximum duration for a P4G relationship is 36 months

### 3. TERMINATION PROCEDURES (MENTOR)

#### Voluntary Termination by Mentor

Mentor may voluntarily terminate this agreement if it no longer wishes to participate in the Program. In such case, Mentor shall notify Protégé, Tollway P4G Portal and Oversight Committee in writing at least 30 calendar days in advance of its intent to voluntarily terminate the agreement.

#### For Cause

Mentor may elect to terminate the P4G - Construction Agreement for cause, the process for which follows:

- The Protégé must be furnished written notice by the Mentor of the

proposed termination which states the specific reasons for such action. Notification to the Protégé must be made at least 30 calendar days prior to the effective date of the proposed termination.

- Protégé has 30 calendar days to respond to the proposed termination. Protégé may rebut any statements/claims it believes to be incorrect and may offer a remedy if necessary.
- Upon consideration of Protégé's response, Mentor must either withdraw the notice of proposed termination and continue in the agreement, or, issue of notice of termination.

The decision of the Mentor regarding termination for cause, if conforming to the requirements of this section, shall be final upon written consent by the Tollway Oversight Committee.

#### **4. VOLUNTARY TERMINATION BY THE PROTÉGÉ**

Protégé may voluntarily terminate this Agreement if it no longer wishes to participate in the Program as a Protégé to the Mentor. Protégé shall notify Mentor in writing at least 30 calendar days prior to such termination.

##### **For Cause**

Protégé may elect to terminate the P4G - Construction Agreement for cause, the procedure for which follows:

- The Mentor must be furnished written notice by the Protégé of the proposed termination which states the specific reasons for such action. Notification to the Mentor must be made at least 30 calendar days prior to the effective date of the proposed termination.
- Mentor has 30 calendar days to respond to the proposed termination. Mentor may rebut any statements/claims it believes to be incorrect and may offer a remedy if necessary.
- Upon consideration of Mentor's response, Protégé must either withdraw the notice of proposed termination and continue in the agreement, or, issue of notice of termination.

The decision of the Protégé regarding termination for cause, if conforming to the requirements of this section, shall be final upon written consent by the Tollway Oversight Committee.

## 5. REVOCATION OF APPROVAL OF RELATIONSHIP BY THE TOLLWAY

The Tollway may revoke approval of this agreement during the reporting periods if Tollway finds that the Mentor has not complied with the provisions as set forth in this Agreement or that the assistance has not resulted in any material benefits or developmental gains to the protégé.

Conversely, The Tollway may revoke approval of this agreement during the reporting periods if Tollway finds that the Protégé has not complied with the provisions as set forth in this Agreement or that the assistance has not resulted in any material benefits or developmental gains to the Protégé.

The Tollway will notify Mentor and Protégé of its intent to revoke approval of the agreement. Both Mentor and Protégé may refute this action. In such case, Mentor and Protégé shall submit in writing, within 30 calendar days of the Tollway notification, reasons to continue the agreement and a proposed remediation plan.

## 6. NOTICES AND POINTS OF CONTACT (MENTOR)

The following individuals shall serve as the points of contact for administration of the Agreement and as such are authorized to receive all notices under this Agreement.

MENTOR	
PRIMARY CONTACT:	
NAME	
ADDRESS	
TELEPHONE	
EMAIL	
SECONDARY CONTACT:	
NAME	
TELEPHONE	
EMAIL	

## 7. NOTICES AND POINTS OF CONTACT (PROTÉGÉ)

The following individuals shall serve as the points of contact for administration of the Agreement and as such are authorized to receive all notices under this Agreement.

PROTÉGÉ	
<b>PRIMARY CONTACT:</b>	
<b>NAME</b>	
<b>ADDRESS</b>	
<b>TELEPHONE</b>	
<b>EMAIL</b>	
<b>SECONDARY CONTACT:</b>	
<b>NAME</b>	
<b>TELEPHONE</b>	
<b>EMAIL</b>	

## 8. REPORT & REVIEW REQUIREMENTS

Both Mentor and Protégé each agree to comply with the Program's reporting and review requirements in accordance with the P4G - Construction Guidelines, which includes quarterly and final reporting by Mentor and Protégé.

In addition, Protégé affirmatively states that it will provide employment data on: annual revenues, hiring, bonding, lines of credit and all prime and subcontracts for the two 12-month periods following the end of this agreement.

Program participants agree that interpretation of the Guidelines or regulations and award of P4G incentive credit shall rest with the Partnering for Growth – Construction Oversight Committee. Parties may feel free (and in fact are encouraged) to seek interpretation of any provision they find ambiguous or confusing. If both Participants so desire, they may jointly appeal any adverse Committee decisions to the Tollway's Chief of Diversity and Strategic Development. These requests shall be in writing. The Chief's determination shall be final.

## 9. NEEDS ASSESSMENT

In accordance with the Tollway Partnering for Growth – Construction Guidelines, the Protégé has had a Needs Assessment performed by one of the Tollway's Technical Assistance providers, a copy of which is attached hereto as Attachment B.

## 10. EFFECT OF TERMINATION AND CONTINUING CONTRACT OBLIGATIONS

Termination of this Agreement shall not waive the obligations of the Mentor to perform its contractual obligations under any Tollway prime contract or other contracts being performed by the Mentor. Likewise, termination of this Agreement

shall not waive the obligations of the Protégé to perform its contractual or sub contractual obligations under any under any Tollway sub-contract or other contracts being performed by the Protégé.

## **11. ADDITIONAL TERMS AND CONDITIONS**

### **A. Status of the Parties/No Privity of Contract with the Tollway**

This Agreement, in and of itself, does not constitute, create or give effect to or otherwise establish a joint venture agreement, partnership, or any other business or organization. Unless provided by the terms of another agreement consistent with the governing regulations, the parties hereto are and shall remain independent contractors.

Further, this agreement defines the relationship between the Mentor and the Protégé firms only. This agreement does not create any privity of contract between the Mentor and Tollway or the Protégé and Tollway.

### **B. Modifications**

There shall be no modification of this Agreement unless such modification is in writing and signed by both parties to this Agreement. In addition, if required, the Tollway must approve all changes to this Agreement prior to such changes to take effect.

### **C. Integrated Document**

This Agreement supersedes any and all previous understandings, commitments, or agreements, oral or written, pertaining to the P4G - Construction Agreement.

### **D. Protection of Proprietary Information**

Each Party shall keep confidential and not disclose to any person (other than their respective directors, officers, employees, attorneys, accountants and the Tollway) or use (except in connection with the transactions contemplated by this Agreement) any non-public information with respect to the other party obtained pursuant to this Agreement. Any non-public information possessed by one of the parties concerning the other party will be returned upon the

request of the other Party. This paragraph shall not be violated by disclosure of information which (i) at the time of disclosure is publicly available or become publicly available through no act or omission of the party under the duty of confidentiality (the "Receiving Party"), (ii) is disclosed in a non-confidential basis to the Receiving Party by a third party unless the Receiving Party knew or had reason to know that the third party breached an obligation of confidentiality in making such disclosure, (iii) is independently acquired or developed by the Receiving Party as a result of work carried out by the Receiving Party or an employee or contractor of such Receiving Party to whom no disclosure of such confidential information has been made, (iv) is disclosed with appropriate provisions for confidentiality in a judicial or arbitration proceeding to enforce such party's rights under this Agreement, (v) is disclosed as required by court order, or as otherwise required by law or regulation, or (vi) can be demonstrated to have been in the possession of the Receiving Party prior to the date of disclosure by the disclosing party.

E. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY AMOUNTS REPRESENTING LOSS OF PROFITS, LOSS OF BUSINESS, OR INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF THE OTHER PARTY, WHETHER SUCH DAMAGES ARE ALLEGED TO HAVE RESULTED FROM BREACH OF CONTRACT OR TORT, FOR ANYTHING RELATING TO OR ARISING OUT OF THIS AGREEMENT.

F. Disputes, Governing Law and Jurisdiction

This Agreement is to be governed by the laws of the state of Illinois. The Parties shall, in good faith, expend commercially reasonable efforts to resolve amicably any claim or dispute as to any matter arising out of, or relating to, this Agreement ("Dispute").

G. Counterpart Execution

This Agreement may be executed in any number of counterparts with the same effect as if both parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement. This Agreement is officially signed and executed by the officials duly authorized to bind the named firms.



H. **Effective Date shall be the date of Tollway P4G – Construction Oversight Committee approval:**

\_\_\_\_\_

**Subject to the express approval of the ILLINOIS TOLLWAY,** this Agreement is officially signed and executed by officials duly authorized to bind the named corporations below.

**MENTOR**

**PROTÉGÉ**

**SIGNATURE** \_\_\_\_\_

**PRINTED NAME** \_\_\_\_\_

**DATE** \_\_\_\_\_