



EXHIBIT #1

I-26-2051

Oases CM/GC Project

Draft CM/GC Agreement

July 6, 2026

Add details regarding Interim Completion Dates and Liquidated Damages from Technical Proposal.

CONSTRUCTION MANAGER / GENERAL CONTRACTOR AGREEMENT

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 <<Contractor>>, a <<corporation/partnership/joint venture>> authorized and existing within the laws of the State of Illinois, hereinafter referred to as "CM/GC CONTRACTOR".

W I T N E S S E T H:

WHEREAS, on May 19, 2026, the Tollway issued a Request for Qualifications ("RFQ") to obtain Statements of Qualifications ("SOQs") from contractor firms interested in serving as the CM/GC Contractor on the project. After evaluation of the SOQs the Tollway named <<XX>> contractor firms to a shortlist that were invited to submit Proposals for the project; and

WHEREAS, on <<Date of RFP>> the Tollway issued a Request for Proposals ("RFP") to the shortlisted contractor firms. Of the shortlisted contractor firms, <<add number>> submitted Proposals on or before the due date designated within the RFP. Each such Proposal was evaluated in accordance with the RFP requirements and the Tollway's procurement rules whereupon the Tollway determined that CM/GC CONTRACTOR was the Proposer that best met the selection criteria in the RFP by offering the best value to the Tollway; and

WHEREAS, CM/GC CONTRACTOR's SOQ is attached hereto and made a part hereof as Exhibit "1" and CM/GC CONTRACTOR's Technical Proposal is attached hereto and made a part of hereof as Exhibit "2"; and

WHEREAS, this Agreement is structured as a Construction Manager / General Contractor ("CM/GC") agreement consisting of two phases. In PHASE ONE, CM/GC CONTRACTOR will provide Construction Manager / General Contractor professional services to support the Tollway Design Section Engineer and Tollway in the areas of cost estimating, scheduling, constructability and risk. During PHASE ONE, the Tollway and CM/GC CONTRACTOR ("the Parties") will negotiate pricing and scheduling for PHASE TWO construction services. If the Parties successfully negotiate pricing and scheduling for the PHASE TWO construction services, the Tollway may issue PHASE TWO Notices to Proceed ("NTP") for the CM/GC CONTRACTOR to perform the PHASE TWO construction services; and

WHEREAS, this Agreement provides compensation to the CM/GC CONTRACTOR for PHASE ONE Work and the procedures to be followed to finalize the contract terms for PHASE TWO. PHASE TWO will include the CM/GC CONTRACTOR's construction services for a guaranteed maximum price ("GMP") or lump sum amount; and

WHEREAS, If the Parties do not successfully negotiate pricing and scheduling for the CM/GC CONTRACTOR to perform the PHASE TWO construction services, the Tollway may terminate this Agreement in accordance with the terms herein; and

WHEREAS, as part of the CM/GC model, the Parties will work collaboratively to develop the Project during PHASE ONE. There is no guarantee that CM/GC CONTRACTOR will perform the PHASE TWO construction services. The Tollway has no obligation to issue a PHASE TWO NTP to CM/GC CONTRACTOR. If the Tollway decides to terminate CM/GC CONTRACTOR prior to issuance of any PHASE TWO NTP, the Tollway may take possession of all Work Product produced by CM/GC CONTRACTOR and seek alternative bids to construct the Project, or remainder thereof; and

WHEREAS, the Parties acknowledge that the Tollway will suffer substantial losses if CM/GC CONTRACTOR fails to comply with certain requirements of the RFP, including the retention of Key Personnel. Due to the nature of the damages sustained, Liquidated Damages may be assessed for these and any other situations specified therein; and

WHEREAS, the TOLLWAY and CM/GC CONTRACTOR have set a total compensation of all PHASE ONE task assignments, which shall not be in excess of the Total PHASE ONE Compensation set in Section 3.3. Adjustments to the Total PHASE ONE Compensation shall be authorized by the TOLLWAY Chief Engineering Officer; and

CM/GC CONTRACTOR will submit a PHASE ONE scope, fee and schedule to provide PHASE ONE professional services for Contract No. I-26-2051 for **<<Work to be done/location>>**, which will be issued on a task order basis; and

WHEREAS, CM/GC CONTRACTOR represents itself to be a contractor firm staffed with professionals experienced and able to perform the PHASE ONE and future PHASE TWO Work required for said contract.

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

ARTICLE 1 General Provisions

A. The CM/GC CONTRACTOR shall perform all PHASE ONE Work for Contract No. I-26-2051 for **<<Work to be done/location>>** in accordance with the requirements and terms of this Agreement, and the following Contract Documents, in the below-listed order of precedence:

1. This Agreement, as amended;
2. The PHASE ONE TASK ORDERS, once executed, in the form attached (Exhibit 4), insofar as PHASE ONE Work;
3. The PHASE TWO AMENDMENT(s), once executed, in the form attached (Exhibit 5) insofar as PHASE TWO Work;
4. The Illinois Tollway CM/GC Supplemental Specifications (Exhibit 6);
5. The rest of the Illinois Tollway Supplemental Specifications (adopted April 1, 2025).

6. The CM/GC Contractor's Technical Proposal (Exhibit 2);
7. The Request for Proposals (RFP) attached hereto as referenced;
8. The CM/GC Contractor's Statement of Qualifications (Exhibit 1);
9. The Request for Qualifications (RFQ), attached hereto as referenced;

B. The CM/GC CONTRACTOR 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.

C. The Contract definitions and acronyms are included in Attachment 1.

ARTICLE II Time of Performance

Upon receipt of Notice to Proceed authorized by the Chief Engineering Officer of the TOLLWAY, the CM/GC CONTRACTOR shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or <<Day after board meeting>>** and ends upon (i) completion of all the PHASE ONE Work and PHASE TWO Work, as mutually agreed by the Parties, or (ii) termination of the Agreement in accordance with ARTICLE XIII.

PHASE TWO Work shall commence upon receipt of the Notice to Proceed received under the terms and conditions of the applicable PHASE TWO AMENDMENT and ends upon confirmation by the Tollway that the CM/GC Contractor has achieved Final Acceptance of all PHASE TWO AMENDMENTS plus an additional two years past the date of Final Acceptance.

Notwithstanding anything in this Agreement, during PHASE ONE, the CM/GC CONTRACTOR, including the CM/GC CONTRACTOR's or 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 for PHASE ONE Work

SECTION 3.1 – Compensation - Generally

Compensation for PHASE ONE Work shall be in accordance with SECTION 3.2 and SECTION 3.3 of this Agreement.

Compensation for PHASE TWO Work shall be in accordance with the terms and conditions of each PHASE TWO AMENDMENT.

The CM/GC CONTRACTOR shall ensure that its subcontractors 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 XVIII.

SECTION 3.2 PHASE ONE TASK ORDER Compensation

Upon determination by the TOLLWAY in its sole discretion of the need for services and tasks during PHASE ONE, the CM/GC CONTRACTOR shall meet with representatives of the TOLLWAY; prepare a scope of services, fee and schedule to complete the PHASE ONE TASK ORDER Work; and submit a proposal for the services to be performed. The CM/GC CONTRACTOR shall perform all PHASE ONE TASK ORDERS for not more than the total proposed PHASE ONE TASK ORDER Compensation with each Phase One Task Order being authorized by the Tollway on either a Not to Exceed (NTE) or lump sum basis.

In no event will the CM/GC CONTRACTOR be entitled to additional compensation due to its errors in estimating the time, costs or expertise required to complete the task assignments. Only upon a change in the scope of task services in accordance with ARTICLE XXIV, will any additional fees be approved.

SECTION 3.3 Total PHASE ONE Compensation

The total compensation for the entirety of all PHASE ONE task assignments shall not be in excess of **<<Write out dollar amount>> (\$)** **<<Numerical amount>>** being the amount set as the Total PHASE ONE Compensation for this Agreement.

If, in the opinion of the CM/GC CONTRACTOR, additional fees or expenses in excess of the Total PHASE ONE Compensation agreed herein are required, the CM/GC CONTRACTOR 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.

ARTICLE IV Scope of PHASE ONE Work

The CM/GC CONTRACTOR represents that it has examined the project site, reviewed the Contract Documents, met with representatives of the TOLLWAY, and had an opportunity to ascertain the extent and the scope of services required to complete Phase One and is knowledgeable of the services to be performed within the time set forth in the Project Schedule indicated in Exhibit 3 hereof. The CM/GC CONTRACTOR further understands and agrees that all the services required to properly complete the services will be at or below the Total PHASE ONE Compensation established for this Agreement. The CM/GC CONTRACTOR shall not be entitled to additional compensation due to errors in estimating the time, costs or expertise required to complete these PHASE ONE services.

The PHASE ONE Scope may be supplemented and progressed through PHASE ONE TASK ORDERS (Exhibit 4) approved by the Chief Engineering Officer. Thus, the extent of services will not be determined until such time that additional PHASE ONE tasks and services has been determined by the TOLLWAY.

ARTICLE V

SECTION 5.1 Compliance with State and Other Laws

The CM/GC CONTRACTOR specifically agrees that in the performance of the services herein enumerated, the CM/GC CONTRACTOR, its associates, subcontractors, agents and employees will comply with all applicable Federal laws, State statutes, local ordinances, rules and regulations.

SECTION 5.2 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. <<insert CM/GC CONTRACTOR'S name here>> consents to the exclusive jurisdiction and venue of the courts located in DuPage County, State of Illinois.

SECTION 5.3 Confidentiality

CM/GC CONTRACTOR, including its agents, subcontractors, 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 CM/GC CONTRACTOR 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 CM/GC CONTRACTOR's performance of this Agreement 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 CM/GC CONTRACTOR 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 CM/GC CONTRACTOR'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 CM/GC CONTRACTOR without the use or benefit of the TOLLWAY's confidential information.

ARTICLE VI Responsibility for Injuries and Damages

The CM/GC CONTRACTOR shall be responsible for all injuries to persons and damages to property due to the activities of the CM/GC CONTRACTOR, 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 CM/GC CONTRACTOR 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 CM/GC CONTRACTOR 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 CM/GC CONTRACTOR is an independent contractor and as such is solely responsible for all of its activities hereunder.

ARTICLE VII Insurance

SECTION 7.1 Insurance for PHASE ONE Work

The CM/GC CONTRACTOR agrees to procure and maintain during PHASE ONE of this Agreement 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 CM/GC CONTRACTOR, 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 CM/GC CONTRACTOR 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 CM/GC CONTRACTOR'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 Million 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 CM/GC CONTRACTOR 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 Agreement. 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 Statute.

All deductible or self-insured retentions must be declared and are the sole responsibility of the CM/GC CONTRACTOR. 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 CM/GC CONTRACTOR shall submit insurance documentation prior to the commencement of any PHASE ONE 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.

SECTION 7.3 Insurance for PHASE TWO Work

The CM/GC CONTRACTOR agrees to procure and maintain during PHASE TWO of this Agreement adequate insurance in accordance with the requirement in Section 107.02 and Section 107.27 of the Illinois Tollway Supplemental Specifications.

ARTICLE VIII Ownership of Documents for PHASE ONE Work

All documents, including tracings, drawings, estimates, specifications, field notes, investigations, studies and all documents, memoranda and information relating to PHASE ONE services to be furnished and performed pursuant to this Agreement are the property of the TOLLWAY. During the performance of the PHASE ONE services herein provided for, the CM/GC CONTRACTOR 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 documents 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

documents provided under this Agreement which are reused by the TOLLWAY, on other projects, shall be at the TOLLWAY's own risk. Any person or entity reusing any documents shall be solely responsible for such reuse. Should the CM/GC CONTRACTOR reuse any documents, 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 documents provided by the CM/GC CONTRACTOR to abide by the terms and conditions set forth in this paragraph.

ARTICLE IX Successors and Assigns

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

ARTICLE X Subcontractors

SECTION 10.1 PHASE ONE Subcontracts

The CM/GC CONTRACTOR shall not subcontract, assign services to be performed, or change subcontractors during PHASE ONE of this Agreement without prior written approval of the TOLLWAY, except that the CM/GC CONTRACTOR 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.

The CM/GC CONTRACTOR shall utilize subcontractors, if any, identified in either their SOQ or Technical Proposal for the PHASE ONE services noted, unless prior written approval from the Tollway is obtained.

SECTION 10.2 PHASE TWO Subcontracts

The CM/GC CONTRACTOR shall subcontract during PHASE TWO of this Agreement in accordance with each PHASE TWO AMENDMENT and Section 108.01 of the Illinois Tollway CM/GC Supplemental Specifications (Exhibit 6) or applicable Illinois Tollway Supplemental Specifications. The CM/GC Contractor shall competitively bid a minimum of 5% of the Phase Two (construction) with a process approved by the Illinois Tollway in the CM/GC Contractor's Subcontracting Plan.

The CM/GC CONTRACTOR shall utilize all subcontractors included in their Tollway agreed upon PHASE TWO AMENDMENT bid for the scope of work they were selected for unless prior written approval from the Tollway is obtained.

ARTICLE XI Suspension

SECTION 11.1 Suspension – Generally

The TOLLWAY may, from time to time, suspend and halt the services of CM/GC CONTRACTOR 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 CM/GC CONTRACTOR, the CM/GC CONTRACTOR 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.

SECTION 11.1 Suspension of PHASE TWO AMENDMENT Work

The TOLLWAY may, from time to time, suspend and halt a portion of PHASE TWO AMENDMENT Work in accordance with Section 108.07 of the Illinois Tollway Supplemental Specifications.

ARTICLE XII Termination

SECTION 12.1 Termination – Generally

A. Termination Without Cause

1. The TOLLWAY reserves the right, at its sole discretion, to terminate this Agreement without cause at any time. The TOLLWAY further reserves its right to terminate any PHASE ONE TASK ORDER, or a portion of the Work described thereunder. In the event of such termination, the TOLLWAY will promptly deliver a written Notice of Termination Without Cause to the CM/GC CONTRACTOR.

2. Upon receipt of the Notice of Termination Without Cause, the CM/GC CONTRACTOR shall stop work, enter into no further subcontracts, cause the assignment of subcontracts, and take all other action necessary for the protection and preservation of the property related to the Contract Documents, as may be specified in the Notice of Termination Without Cause, and as directed by the TOLLWAY.

3. Upon termination and within ten (10) days of said termination, the CM/GC CONTRACTOR shall prepare a detailed Progress Report, in a form satisfactory to the Chief Engineering Officer of the TOLLWAY, including information as to all the services performed by the CM/GC CONTRACTOR 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 CM/GC CONTRACTOR. In case of dispute between the TOLLWAY and the CM/GC CONTRACTOR, the decision of the Chief Engineering Officer shall be final.

4. In the event that the TOLLWAY exercises its right to terminate a PHASE ONE TASK ORDER or a PHASE TWO AMENDMENT in accordance with Section 12.2, the TOLLWAY may direct the CM/GC CONTRACTOR (i) to complete the remaining

portion of PHASE ONE Work through a final PHASE ONE TASK ORDER, and/or (ii) to complete the executed PHASE TWO AMENDMENTS. The TOLLWAY may contract with another firm to construct the balance of the Project. If the Tollway decides to contract with another firm to construct the balance of the Project for any reason, the CM/GC CONTRACTOR and all Major Participants shall be precluded from participating in a re-procurement of the Work as either a Prime Contractor or Subcontractor.

5. In the event the Chief Engineering Officer of the TOLLWAY requires additional services to be performed by the CM/GC CONTRACTOR to complete certain elements of the PHASE ONE Work, the CM/GC CONTRACTOR 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 CM/GC CONTRACTOR.

6. The compensation due to the CM/GC CONTRACTOR, in the event of Termination Without Cause of the PHASE ONE Work, shall be limited to the following, less all previous payments to the CM/GC CONTRACTOR 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;

7. The total compensation due to the CM/GC CONTRACTOR, in the event of Termination Without Cause of the entire Agreement, shall be limited to: (i) the value of PHASE ONE Work as calculated in paragraph 6 above, and (ii) the value of PHASE TWO Work performed, plus Demobilization costs. The CM/GC CONTRACTOR shall not be entitled to loss of anticipated or unearned profits.

B. Termination for Cause

1. In the event the CM/GC CONTRACTOR 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, or any PHASE ONE TASK ORDER or a portion of the Work described thereunder, as canceled effective upon the delivery of written Notice of Termination for Cause to the CM/GC CONTRACTOR, and the CM/GC CONTRACTOR 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 CM/GC Contractor Phase One professional services, or secure services from any other available source and any difference in cost shall be charged back to the CM/GC CONTRACTOR, or at the option of the TOLLWAY the CM/GC CONTRACTOR 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 CM/GC CONTRACTOR, if any. In addition to any difference in cost for services incurred by the TOLLWAY, the CM/GC CONTRACTOR 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 CM/GC CONTRACTOR 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 CM/GC CONTRACTOR 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 CM/GC CONTRACTOR shall be appointed;
- c. If CM/GC CONTRACTOR shall fail to perform the scope of services, or any part thereof, with the diligence necessary to maintain its progress and complete the scope of services as prescribed by the time schedule and shall fail to take such steps as directed by the TOLLWAY to remedy delays within five (5) days after written notice thereof from TOLLWAY;
- d. If CM/GC CONTRACTOR 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 CM/GC CONTRACTOR 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 CM/GC CONTRACTOR 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 CM/GC CONTRACTOR. In the case of dispute between the Tollway and the CM/GC CONTRACTOR, the decision of the Chief Engineering Officer shall be final.

4. The compensation due to the CM/GC CONTRACTOR in the event of Termination for Cause of PHASE ONE Work shall be the following, less all previous payments to the CM/GC CONTRACTOR, 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;

5. The total compensation due to the CM/GC CONTRACTOR, in the event of Termination for Cause of the entire Agreement, shall be limited to: (i) the value of PHASE ONE Work as calculated in paragraph 6 above, and (ii) cost of any PHASE TWO Work completed prior to the date termination takes effect. The CM/GC CONTRACTOR shall not be entitled to loss of anticipated or unearned profits.

6. In the event of Termination for Cause of a PHASE TWO AMENDMENT in accordance with Section 12.2, The TOLLWAY may contract with another firm to construct the balance of the Project. If the Tollway decides to contract with another firm to construct the balance of the Project for any reason, the CM/GC CONTRACTOR and all Major Participants shall be precluded from participating in a re-procurement of the Work as either a Prime Contractor or Subcontractor.

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.

SECTION 12.2 Termination – PHASE TWO AMENDMENT Work

A. Termination Without Cause

The TOLLWAY reserves its right to terminate any PHASE TWO AMENDMENT, or a portion of the Work described thereunder in accordance with Section 108.12 of the Illinois Tollway CM/GC Supplemental Specifications (Exhibit 6) and the applicable Illinois Tollway Supplemental Specifications.

B. Termination for Cause

In the event the CM/GC CONTRACTOR fails to meet any of its contractual obligations, the TOLLWAY shall have the rights described under Section 108.10 of the Illinois Tollway Supplemental Specifications.

ARTICLE XIII Solicitations

The CM/GC CONTRACTOR 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 XIV 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 CM/GC CONTRACTOR shall maintain in the State of Illinois, for a minimum of five years from the later 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 CM/GC CONTRACTOR 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 CM/GC CONTRACTOR 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 CM/GC CONTRACTOR's place of business in order to audit the records. If they are not produced in a timely manner by the CM/GC CONTRACTOR, then the CM/GC CONTRACTOR 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 CM/GC CONTRACTOR and any subcontractors or suppliers of goods and services to the extent that those subcontracts or agreements relate to fulfillment of the CM/GC CONTRACTOR'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 CM/GC CONTRACTOR or its subcontractors. The CM/GC CONTRACTOR shall promptly reimburse the TOLLWAY for any overpayment, or the TOLLWAY at its option may deduct any overpayment from any funds due the CM/GC CONTRACTOR, whether those funds are due under this Agreement or other contracts to which the CM/GC CONTRACTOR is a party either directly with the TOLLWAY or as a subcontractor. In the event the CM/GC CONTRACTOR fails or refuses to reimburse the TOLLWAY for an overpayment, the CM/GC CONTRACTOR 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 CM/GC CONTRACTOR 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 CM/GC CONTRACTOR fails to comply with these requirements, the CM/GC CONTRACTOR may be disqualified or suspended from bidding on or working on future contracts.

ARTICLE XV 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 CM/GC CONTRACTOR at **<<Name, and address of CM/GC Contractor>>**, 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 XVI PHASE ONE Quality Assurance and Quality Control (QA/QC) Plan

The CM/GC CONTRACTOR'S PHASE ONE QA/QC PLAN for this PROJECT must be presented by the CM/GC CONTRACTOR fourteen (14) days after receiving the signed contract. After acceptance by the TOLLWAY, the CM/GC CONTRACTOR must adhere to this PHASE ONE 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 (plan reviews, preliminary schedules, cost estimates, etc.).

ARTICLE XVII Miscellaneous

This Agreement, when executed by the CM/GC CONTRACTOR, shall be an offer by the CM/GC CONTRACTOR to the TOLLWAY and shall not be construed as an offer by the TOLLWAY to the CM/GC CONTRACTOR. 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 XVIII Inspector General

The CM/GC 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 CM/GC CONTRACTOR will fully cooperate in any Office of Inspector General (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 XIX Report of a Change in Circumstances

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

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

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

ARTICLE XX 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.

ARTICLE XXI PHASE TWO CONTRACT BONDS

Prior to the execution of each PHASE TWO AMENDMENT, CM/GC CONTRACTOR shall furnish Performance and Payment Bonds (collectively, "Contract Bonds") in accordance with Section 101.26 and Section 103.05 of the Illinois Tollway Supplemental Specifications, and in the forms prescribed in Exhibit 5 (PHASE TWO AMENDMENT Form) and each in an amount equal to the PHASE TWO AMENDMENT Compensation.

Any Utility Work and Railroad Work performed by CM/GC CONTRACTOR will automatically be covered by the Performance and Payment bonds.

Alternatively, CM/GC CONTRACTOR may provide separate bonds satisfactory to the Utility Owners, Railroad Owners and/or Railroad Operators. CM/GC CONTRACTOR shall provide all information necessary for such coverage to the sureties providing such bonds. All cost estimates required to be provided under the Contract Documents with respect to Utility Work furnished or performed by CM/GC CONTRACTOR shall include the cost of bond premiums.

ARTICLE XXII EEO / DBE / VOSB PROGRAM

CM/GC Contractor understands that the Equal Employment Opportunity requirements contained in the RFQ and/or RFP shall apply to CM/GC Contractor services for PHASE TWO.

CM/GC Contractor acknowledges that there is no DBE/VOSB goal for PHASE ONE One, however, any DBE/VOSB utilized during PHASE ONE by the CM/GC Contractor that meets Tollway requirements will be considered in the overall PHASE TWO DBE/VOSB goals set by Tollway Compliance.

[PM Prompt: modify below based on the status of goal setting. Typically the DBE/VOSB goals will be set at the 60% Design level in CM/GC.]

CM/GC CONTRACTOR acknowledges that a DBE goal of [%] and VOSB goal of [%] have been set for Phase Two and the CM/GC Contractor is encouraged to meet or exceed these goals.

or

CM/GC CONTRACTOR acknowledges that no DBE/VOSB goals have been set for PHASE TWO and such goals will be set for each individual PHASE TWO Amendment only after overall PHASE TWO DBE/VOSB goals are determined.

CM/GC CONTRACTOR acknowledges that the DBE/VOSB firms that are chosen during PHASE ONE and included in CM/GC CONTRACTOR's PHASE TWO AMENDMENT GMP (or lump sum) pricing shall not be changed during PHASE TWO without Approval from the Tollway. Any such change approved by the Tollway may result in decrease in the overall contract amount based on the revised dollar value of the Work performed.

ARTICLE XXIII KEY PERSONNEL

During and throughout the term of the Contract, job duties and responsibilities of Key Personnel shall not be delegated to others except with the express approval of the TOLLWAY.

CM/GC CONTRACTOR acknowledges and agrees that the TOLLWAY will suffer significant, substantial and uncertain losses (i) if CM/GC CONTRACTOR changes or substitutes any of the individuals identified as Key Personnel in Exhibit 7 for reasons other than the voluntary or involuntary termination of employment, retirement, death, disability or incapacity of any such individual, and (ii) if individuals filling certain Key Personnel positions (a) are not performing the roles identified for those individuals, (b) do not maintain active involvement in the prosecution and performance of the Work, or (c) do not commit the amount of time specified in the Project Schedule for the particular Key Personnel role. In the foregoing instances, upon Approval of the TOLLWAY, in its sole discretion, CM/GC CONTRACTOR may substitute such Key Personnel. The TOLLWAY may also assess Liquidated Damages in the amounts prescribed and in accordance with the Key Personnel Liquidated Damages schedule included in Exhibit 7 for each applicable PHASE ONE TASK ORDER or PHASE TWO AMENDMENT.

ARTICLE XXIV Changes and Amendments

Except to the extent expressly provided in this CM/GC Agreement, the CM/GC Agreement may be amended only by a written instrument duly executed by the Parties or their respective successors or assigns and executed, as to form and constitutionality, by the Illinois Attorney General.

Adjustments to a PHASE ONE TASK ORDER Compensation, and other modifications to a PHASE ONE TASK ORDER Work shall be authorized in writing by the Chief Engineering Officer. Adjustments to the Total PHASE ONE Compensation shall be authorized through a subsequent SUPPLEMENTAL AGREEMENT to this CM/GC Agreement.

Adjustments to each PHASE TWO AMENDMENT shall be authorized through a Change Order in accordance with the Illinois Tollway CM/GC Supplemental Specifications (Exhibit 6) and the applicable Illinois Tollway Supplemental Specifications.

ARTICLE XXV Procedures to Finalize Contract for PHASE TWO

Upon agreement on the PHASE TWO AMENDMENT in accordance with the TOLLWAY's CM/GC Pricing Process (Exhibit 8), and the approval by the Illinois Tollway Board of the PHASE TWO AMENDMENT in the form attached as Exhibit 5, the executed PHASE TWO

AMENDMENT will provide the terms and conditions for the issuance of the Notice to Proceed with the PHASE TWO AMENDMENT Work.

ARTICLE XXVI Work by the Tollway

SECTION 26.1 Coordination with the Design Section Engineer

CM/GC CONTRACTOR shall be responsible for independently reviewing and validating Design-related documents furnished by the TOLLWAY and shall promptly report in writing to the TOLLWAY any error, omission, or insufficiency in such documents that CM/GC CONTRACTOR discovers.

SECTION 26.2 Documents Furnished by the Tollway

Notwithstanding anything to the contrary in the Contract Documents, CM/GC CONTRACTOR is not the designer of record and shall not be responsible for undiscovered errors, omissions, or insufficiencies in the final plans, drawings and other documentation furnished by the Design Section Engineer for the PHASE TWO construction of the Project. CM/GC CONTRACTOR's recommendations, advice, or input regarding design alternatives, constructability reviews, or design modifications are subject to the review and approval of the TOLLWAY and Design Section Engineer. Design Section Engineer shall decide all questions arising as to the interpretation of the project design, including any input or recommendations from CM/GC CONTRACTOR. CM/GC CONTRACTOR's consultation with the TOLLWAY and the Design Section Engineer regarding selection of building systems, equipment or materials, or any alternative solutions offered affecting construction feasibility, schedules, cost or quality, including value engineering services, are not to be construed as assumptions of the Design Section Engineer's professional responsibility for the Design. However, CM/GC CONTRACTOR's warranties and indemnities with respect to Work it actually performs under this Agreement are not diminished, with the exception of errors or omissions in the final plans, drawings and other documentation furnished by the Design Section Engineer for the construction of the Project. Likewise, to the extent any portion of the Project was subject to CM/GC CONTRACTOR's construction feasibility review during PHASE ONE and CM/GC CONTRACTOR offered opinions or advice regarding the constructability that portion of the Project, CM/GC CONTRACTOR shall have no right to seek any adjustment to a PHASE TWO Amendment Price or Completion Deadline under a claim that such portion of the Project is not constructable unless CM/GC CONTRACTOR can demonstrate to a reasonable degree of certainty that its opinions and advice were rejected by Design Section Engineer and/or the TOLLWAY. The foregoing limitation on CM/GC CONTRACTOR's right to an adjustment shall not apply to the extent that such deficiency is related to undiscovered errors, omissions, or insufficiencies in the final plans, drawings and other documentation furnished by the Design Section Engineer.

SECTION 26.3 Coordination with the Independent Cost Estimator (ICE)

As part of the PHASE ONE Work, the CM/GC CONTRACTOR shall participate in GMP or lump sum pricing reconciliation efforts with the ICE.

ARTICLE XXVII

PHASE TWO Construction Pricing Documents

The Construction Pricing Documents (“CPDs”) for PHASE TWO developed by CM/GC CONTRACTOR during PHASE ONE shall consist of all cost, unit pricing, price quote, and other documentary information used in preparation of the PHASE TWO GMP or lump sum price, and provided to the TOLLWAY as part of the Construction Cost Estimates.

The CPDs shall clearly detail how each cost or price included in the Binding Construction Price Proposal has been determined and shall show cost or price elements in sufficient detail adequate to enable the TOLLWAY to understand the method by which CM/GC CONTRACTOR calculated the applicable price. The CPDs provided in connection with quotations and Change Orders shall clearly detail how the total cost or price and individual components of that cost or price were determined.

The CPDs shall itemize the estimated costs or price of performing the Work separated into usual and customary items and cost or price categories to present a detailed estimate of costs and price, such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials, supplies, subcontract costs, plant and equipment, insurance, bonds, letters of credit, indirect costs, contingencies, mark-up, overhead, and profit. The CPDs shall itemize the estimated annual costs of insurance premiums for each coverage required to be provided by CM/GC CONTRACTOR. The CPDs shall include all assumptions made in determining the scope of the work and calculating the applicable price, detailed quantity takeoffs, price reductions and discounts, rates of production and progress calculations, and quotes from subcontractors used by CM/GC CONTRACTOR to arrive at the PHASE TWO price or adjustments to the Contract Price. CPDs are required from all Major Participants who have Work on a PHASE TWO AMENDMENT.

Prior to execution of each PHASE TWO AMENDMENT, CM/GC CONTRACTOR shall deliver to the TOLLWAY one final copy of all the CPDs and a detailed index and catalog of the CPDs used to calculate the price of PHASE TWO Work. Upon execution of each PHASE TWO AMENDMENT, the CPDs and index shall be held in locked fireproof cabinet(s) supplied by CM/GC CONTRACTOR and located in the Tollway’s project office with the key to the fireproof cabinet(s) held only by CM/GC CONTRACTOR. Further, concurrently with execution of each subcontract or with approval of each Change Order or amendment to any Contract Document, the Parties shall add to the cabinet one copy of all documentary information respecting the subcontractor bidding, pricing by the subcontractor, or used in preparation of the Change Order or amendment and shall update the index and catalog.

The CPDs and index and catalog shall be held in the cabinet identified herein or otherwise maintained until all of the following have occurred: (a) 180 days have elapsed from the earlier of Final Acceptance date or termination of the Agreement; (b) All Claims or Disputes regarding the Work have been settled; and (c) The Final Payment has been made and accepted. The release of the CPDs from the locked cabinet shall not impair

CM/GC CONTRACTOR's obligation to maintain all Project records in accordance with ARTICLE XV.

The CPDs shall be available during business hours for joint review by CM/GC CONTRACTOR and the TOLLWAY, or by CM/GC CONTRACTOR, TOLLWAY, and any dispute resolver, and in connection with approval of the Baseline Schedule and any updates thereto, negotiation of Change Orders, resolution of Claims or disputes under the Contract Documents, and aiding in determining the value of terminated Work. The Tollway will be entitled to review all or any part of the CPDs to satisfy itself regarding the applicability of the individual documents to the matter at issue. CM/GC CONTRACTOR shall provide access to the Tollway for review of the CPDs upon 24 hours' notice.

The CPDs are, and shall always remain, the property of CM/GC CONTRACTOR and shall be considered to be in CM/GC CONTRACTOR's possession, subject to the TOLLWAY's right to review the CPDs as provided in this section. CM/GC CONTRACTOR shall have and control the keys to the cabinet containing the CPDs. The Tollway acknowledges that CM/GC CONTRACTOR may consider that the CPDs constitute trade secrets or proprietary information. The Tollway will have the right to copy the CPDs for the purposes set forth in this section, provided that the Parties execute a mutually agreeable confidentiality agreement with respect to CPDs that constitute trade secrets or proprietary information, which confidentiality agreement shall explicitly acknowledge that it is subject to applicable Law (including FOIA). If the TOLLWAY receives a request for disclosure of information under FOIA that could be construed to request production of CM/GC CONTRACTOR's CPDs or copies thereof held by the Tollway, CM/GC CONTRACTOR will be notified of the request.

CM/GC CONTRACTOR represents and warrants that the CPDs constitute all documentary information used in the preparation of the PHASE TWO construction cost estimates, and PHASE TWO final construction price proposals. CM/GC CONTRACTOR agrees that no other information used to prepare the PHASE TWO final construction price proposals will be considered in resolving disputes or claims. CM/GC CONTRACTOR further agrees that the CPDs are not part of the Contract Documents and that nothing in the CPDs shall change or modify any Contract Document.

Except as otherwise provided in the Contract Documents, CM/GC CONTRACTOR shall submit the CPDs in such format as is used by CM/GC CONTRACTOR in connection with the PHASE TWO construction cost estimates. CM/GC CONTRACTOR represents and warrants that the CPDs provided with PHASE TWO final construction price proposals were personally examined by an authorized officer of CM/GC CONTRACTOR prior to delivery, and that the CPDs meet the requirements of this section. CM/GC CONTRACTOR further represents and warrants that all additional CPDs to be provided hereunder were or will be personally examined prior to delivery by an authorized officer of CM/GC CONTRACTOR, and that they shall meet the requirements of this section.

The TOLLWAY may at any time conduct a review of the CPDs to determine whether they are complete. If the TOLLWAY determines that any data is missing from a CPD, CM/GC CONTRACTOR shall provide such data within three Days after delivery of the Tollway's request for such data. At the time of its submission to the Tollway, such data will be date

stamped, labeled to identify them as supplementary CPD information, added to the CPDs, and added to the CPD catalog. CM/GC CONTRACTOR shall have no right to add documents to the CPDs except upon the Tollway's request and as otherwise provided in this section.

CM/GC CONTRACTOR shall supplement the CPDs with all documents to prepare the pricing of Change Orders. The CPDs associated with any Change Order or Contract Price adjustment under this Agreement shall be reviewed, organized, and indexed in the same manner as the original CPDs.

For each subcontractor, CM/GC CONTRACTOR shall add to the CPDs all bid documents to procure the subcontractor, including the solicitation materials, all bids received, and records of any negotiations with the selected subcontractor. CM/GC CONTRACTOR shall also include any document generated in accordance with any competitive bidding requirements for each subcontractor procurement, including, if applicable, written approval from the Tollway for CM/GC CONTRACTOR to select a subcontractor other than the lowest priced responsible bidder.

CM/GC CONTRACTOR shall require each subcontractor to submit to CM/GC CONTRACTOR a copy of all documents used in determining its subcontract price. CM/GC CONTRACTOR shall also require each subcontractor to submit a copy of all documents to determine the price of a subcontractor change order greater than \$25,000. CM/GC CONTRACTOR shall require each such subcontractor to submit the documents immediately prior to executing the relevant subcontract or subcontractor change order in the same manner as the CPDs. Each subcontract shall provide that the subcontractor CPDs will be accessible by CM/GC CONTRACTOR, the Tollway, and other dispute resolvers on terms substantially similar to those contained in this section. CM/GC CONTRACTOR shall ensure that each subcontract subject to this section includes a representation and warranty from the subcontractor stating that its CPDs include all the documents used in establishing its subcontract price or change order price.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT <<Contract No.>> the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

<<Name of CM/GC CONTRACTOR>>

By: _____
Chairman/CEO – Signature
Arnaldo Rivera

_____ Date

_____ President-Signature

_____ Date

Printed Name as Signed Above

APPROVED:

Executive Director - Signature Date
Cassandra Rouse

APPROVED:

Chief Financial Officer - Signature Date

APPROVED:

General Counsel – Signature Date
Kathleen Pasulka-Brown

Approved as to Form and Constitutionality

Attorney General, State of Illinois - Signature Date

Attachments

1 – Definitions and Acronyms

Exhibits

- 1 – CM/GC CONTRACTOR's SOQ
- 2 – CM/GC CONTRACTOR's Technical Proposal
- 3 – Project Schedule
- 4 – PHASE ONE TASK ORDER form (draft)
- 5 – PHASE TWO AMENDMENT form (draft)
- 6 – Illinois Tollway CM/GC Supplemental Specifications
- 7 – Key Personnel Liquidated Damages
- 8 – Illinois Tollway CM/GC Pricing Process