

## AGREEMENT

This agreement ("Agreement") is entered into by and between **HNTB CORPORATION** ("HNTB") and **POINT OF DIFFERENCE STRATEGIES** ("Consultant") in relation to additional communication outreach services requested by the Illinois State Toll Highway Authority ("Tollway") for the Tollway Move Illinois capital program new initiatives ("Project") contracted under Contract No. I-17-4093 for Program Management and Technical/Administrative Services ("Prime Agreement") between HNTB and the Tollway, identified as HNTB Project Number 62263.

1. **Engagement of Consultant.** HNTB hereby engages Consultant to perform or provide consulting services regarding communications needs and to conduct outreach and communications activities as directed by the Tollway (the "Services") relating to the Project, and Consultant hereby accepts such engagement by HNTB in return for the compensation hereinafter set forth. Consultant shall provide the Services described in Attachment A, Scope of Services.

2. **Term and Termination.**

(a) The term of this Agreement shall commence as of March 1, 2021 ("Effective Date"), and shall end on - February 28, 2022 ("Completion Date"), unless terminated or suspended by HNTB for HNTB's convenience upon written notice to Consultant. Upon receipt of notice, Consultant shall terminate or suspend the performance of Services on a schedule acceptable to HNTB. Consultant's sole remedy shall be payment for Services performed in accordance of this Agreement up to the effective date of termination or suspension.

(b) Either party may terminate this Agreement in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. In the event of termination, HNTB shall pay Consultant for all Services satisfactorily performed up to the effective date of termination, to the extent Owner has paid HNTB, therefore. The provisions of Section 7 shall remain effective following any suspension, termination or completion of this Agreement. The parties may mutually agree to extend this Agreement prior to the scheduled termination stated above by signing a written extension to this Agreement.

3. **Compensation and Payment.**

(a) In consideration of Consultant performing the Services and all other obligations of Consultant set forth herein, HNTB agrees to pay Consultant an amount [REDACTED] prior to [REDACTED], and the total fee for all Services performed under this Agreement shall be [REDACTED].

(b) For each month during the term of this Agreement, Consultant shall submit a properly prepared invoice to HNTB for the Services. At a minimum, all invoices shall include (a) the HNTB Project number, (b) a unique invoice number, (c) a statement of the Services performed for the invoiced period, and (d) a statement of amounts previously invoiced, amount of the current invoice, and total amount billed to date.

(c) Payments to Consultant shall be made upon receipt of payment from the Tollway for Consultant's work.

4. **Relationship Between Parties.**

(a) Consultant is, and at all times shall be, an independent contractor to HNTB and not a co-venturer, partner, employee, representative or agent of HNTB. Consultant shall be liable for, and shall pay, all employment, income, and other taxes associated with the rendering of the Services. Neither party to this Agreement shall be obligated for the debts of the other party unless specifically set forth herein.

(b) Consultant does not have any authority to bind HNTB to any obligation to any third party. The rights and obligations of the parties hereto shall be limited to those contained in this Agreement, and this Agreement shall be strictly construed with respect to such rights and obligations. Consultant shall not represent to any third party that it has any authority not expressly granted herein.

(c) All project communications shall be made through or with the prior written approval of HNTB.

5. **Outside Activities of Consultant.** Consultant reserves the right to represent other clients on other matters that are not in conflict with HNTB's interest, and Consultant reserves the right to conduct other business activities not inconsistent with the performance of this Agreement. Consultant hereby represents that he/she is performing these Services on his/her own personal time using his/her own personal resources and will not use any time or resources of another employer or any other party.

6. **Confidentiality.** Consultant shall treat as confidential, and not disclose (without the prior written consent of HNTB) to any person or persons for any purpose whatsoever, any information (including, but not limited to, any and all contracts, records, and other information pertaining to the operations and business affairs of HNTB or a project on which Consultant works) not in the public domain with which Consultant becomes familiar or which Consultant partially or wholly originates in the course of, or in connection with, the performance of the Services pursuant to this Agreement, and shall not use for any purpose not related to the performance of the Services hereunder, any documents or papers prepared by it or coming into its possession in the course of, or in connection with, the performance of Services pursuant to this Agreement.

7. **Miscellaneous Provisions.**

(a) Consultant shall maintain insurance coverage of such types and with such limits as Consultant deems necessary for its own protection.

(b) Consultant shall indemnify and hold harmless HNTB, its parent company, affiliated and subsidiary entities, directors, officers, and employees, and Client, if applicable, from and against any and all claims, lawsuits, judgments, losses, damages, and expenses (including, without limitation, reasonable attorney fees, expert witness fees, and defense costs) arising out of, caused by, or resulting from any act, error, or omission of Consultant or any person or organization for whom Consultant is legally liable in the performance of the Services hereunder. This indemnity shall survive the delivery, inspection, and acceptance of the Services. The foregoing indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefits acts and shall extend to include any actions brought by, or in the name of, any employee of Consultant or others for whom the Consultant is legally liable.

(c) Consultant hereby represents that all documents, data and information prepared or developed by Consultant during the course of providing Services to or for HNTB ("Works") are the original creation of Consultant. Consultant further acknowledges that all Works shall be considered works made for hire and all intellectual property rights construed thereunder shall be assigned to and owned by HNTB. HNTB shall have the right to use the Works at its discretion or to assign all or any portion of the Works as required under any agreement with its client or the project owner. Nothing in this Agreement shall create or vest in Consultant any current or future right, title, or interest in the Works other than the right to use same as needed to fulfill the obligations under the terms of this Agreement. Consultant shall have no right to copy, disseminate or otherwise use the Works without the prior written consent of HNTB.

(d) Consultant shall not engage independent consultants, associates, or subcontractors to assist in the performance of Consultant's Services without the prior written consent of HNTB, which consent may be withheld at HNTB's sole discretion.

(e) Consultant shall not assign any rights or duties under this Agreement without the prior written consent of HNTB. Unless otherwise stated in the written consent, no assignment will release or discharge Consultant from any obligation under this Agreement.

(f) The Consultant hereby affirms its support of affirmative action and that it is an equal opportunity employer and complies with Title VII of the Civil Rights Act of 1964, and the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246, as Amended by Executive Order Number 11375; Section 503 of the Rehabilitation Act of 1973; Section 4212 of the Vietnam Era Veterans Readjustment Act of 1974; 41 CFR Part 60, specifically subparts 60-1.4, 60-250.5, 60-300.5, 60-741.2, and 60-741.5; and other applicable regulations and



orders of the Department of Labor relating thereto. All such regulations and are incorporated herein by reference and made a part of this Agreement as if set forth in their entirety. **The Consultant further affirms that it and its lower-tier consultants and subcontractors shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, age, height, weight, color, religion, sex (including gender identity), sexual preference/orientation, marital status, citizen status, ancestry, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.** Additionally, Consultant affirms it is its policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment and that minorities will be afforded full opportunity to submit a proposal and will not be discriminated against on the basis of race, color or national origin in consideration for an award.

Furthermore, as and when applicable, Consultant, for itself, its assignees and successors in interest affirms it will comply with:

(i) Executive Order 13496 requiring employers to inform employees of their rights under the National Labor Relations Act (NLRA), the primary law governing relations between unions and employers in the private sector (see 29 CFR Part 471, Appendix A). Consultant must post the prescribed notice in every contract wherein services are performed under a federally-funded program and/or under a federal contract, except contracts for purchases under the Simplified Acquisition Threshold (currently \$100,000), subcontracts below \$10,000, and in those cases where the Secretary exempts a contracting department or agency pursuant to the Executive Order. Consultant must also post the prescribed notice in all lower-tier consultant contracts.

(ii) Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation including 49 CFR Part 21 through Appendix H; 23 CFR Part 200 (Title VI of the Civil Rights Act of 1964 and related statutes); and 23 CFR, subpart 710.405(b), which are incorporated herein by reference and made a part of this Agreement.

Consultant further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan if required by Federal regulations.

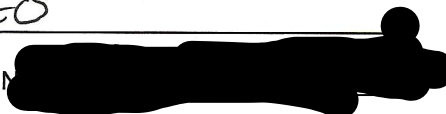
(g) This Agreement, including any referenced attachments, all incorporated by this reference, represents the entire and integrated agreement between HNTB and Consultant. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be amended only by a written instrument signed by both HNTB and Consultant.

HNTB and Consultant hereby agree to the terms and conditions of this Agreement as of the Effective Date. The individuals signing this Agreement represent and warrant that they have the power and authority to enter into this Agreement and bind the parties for whom they sign.

**HNTB CORPORATION**  
(HNTB)

Signature: Craig J. Hetue  
Name: Craig J. Hetue  
Title: Associate Vice President

**POINT OF DIFFERENCE STRATEGIES**  
(Consultant)

Signature: Lisa Duarte  
Name: Lisa Duarte  
Title: CEO  
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## **Attachment A**

### **Scope of Services**

Provide supplemental resources for program coordination and outreach efforts with various stakeholders including the City of Chicago, Federal Aviation Administration, Federal Highway Administration and other impacted parties to assist with the delivery of the several projects near O'Hare Airport. Projects to be considered include:

- Elgin O'Hare Western Access and southern leg realignment
- Interstate 90 at Lee Street interchange
- Future and on-going improvements along Interstate 294 near the O'Hare Oasis and Irving Park Road Toll Plaza
- IDOT/CDOT Interstate 190 project

Services that will be provided include:

- Review of reports and studies to determine potential impacts to stakeholders and developing a strategy for coordinating with those stakeholders;
- Meet with project stakeholders regarding various Tollway projects and report on the status of the reports/analysis of those projects;
- Meet with the Tollway to discuss status of pending projects and provide feedback identified by other stakeholders for those projects;
- Advise the Tollway on best methods to address issues identified by project stakeholders and analyze potential next steps to advance said projects;
- Formulate strategies for resolving issues associated with high profile/high priority projects;
- Contact appropriate parties to advocate for resolution/action on key outstanding items; and
- Assist with development of project communications, intergovernmental agreements, licenses, presentation materials, exhibits, etc. required for program implementation.