

CONSTRUCTION CONSULTING SERVICES AGREEMENT

(Version 2.0; 14-Nov-17)

[Name of NMHC Project] (The "Project")

THIS CONSTRUCTION CONSULTING SERVICES AGREEMENT (this "**Agreement**") is made and entered into [Click here to enter a date.](#) (the "**Effective Date**") by and between Northwestern Memorial HealthCare, an Illinois not-for-profit corporation ("**NMHC**") and Henricksen, a(_____) ("**Consultant**", each a "**Party**" and collectively, the "**Parties**"). This Agreement consists of two parts: Part 1 – the Basic Terms and Part 2 – Northwestern Memorial HealthCare Construction Consulting Services Standard Terms and Conditions ("**Standard Terms and Conditions**"). Parts 1 and 2 are intended to be complementary, but in the event of conflict or inconsistency between the two, the Standard Terms and Conditions shall prevail.

PART 1 -- BASIC TERMS

§1.1 Basic Services. Consultant shall provide to (or for the benefit of) NMHC the services described in the attached **Exhibit A** ("**Basic Services**").

§1.2 Term. The term of this Agreement (the "**Term**") shall commence on the Effective Date *(or if checked, one of the following)*:

- ☒ [Click here to enter a date.](#) (insert a fixed date) or
- ☐ within three days after NMHC's written notice to proceed

and, unless otherwise terminated as provided in the Standard Terms and Conditions, shall expire on [Click here to enter a date.](#) *(insert a fixed date or a Project milestone).*

The schedule for Consultant's performance of Basic Services shall be as set forth in Exhibit A.

§1.3 Consultant's Compensation. Consultant's compensation consists of its fee for Basic Services, Additional Services (if any as provided in the Standard Terms and Conditions) and Reimbursable Expenses (collectively, "**Consultant's Compensation**"):

Basic Services shall not exceed \$ TBD/Reference, without the prior written approval of NMHC.

Bidder Notes & Clarifications

Reimbursable Expenses shall not exceed \$ TBD, without the prior written approval of NMHC.

Consultant's Compensation shall not exceed \$ TBD, except upon NMHC's prior written approval as provided in the Standards Terms and Conditions.

§1.4 Payment of Compensation. Fee for Basic Services shall be paid:

- ☒ monthly as provided in the Standard Terms and Conditions or
- ☐ in phases as provided below and in the Standard Terms and Conditions:

	XX percent	(XX%)	\$ _____
	XX percent	(XX%)	\$ _____
	XX percent	(XX%)	\$ _____
	XX percent	(XX%)	\$ _____
	XX percent	(XX%)	\$ _____

	XX percent	(XX%)	\$
	XX percent	(XX%)	\$

§1.5 Representatives. Each Party's representative is listed below:

Consultant's representative (and address for notices)

Laura Troman/Henricksen

1301 W. 22nd St., Suite 1100

Oak Brook, IL 60523

NMHC's representative (and address for notices)

A Party may change its representative by providing ten (10) business days' prior written notice to the other Party.

§1.6 Consultant's Key Principal(s):

Jorge Anaya

§1.7 Additional Provisions. Additional provisions incorporated into this Agreement:

Building Information Modeling ("**BIM**").

- ☐ If this box is checked, NMHC intends to develop the Project using BIM and NMHC's BIM Guidelines and Standards (dated _____) ("**BIM Guidelines**"), but has not yet established a BIM Execution Plan ("**BIM Plan**"). Once a BIM Plan is established, if Consultant believes the BIM Plan will result in a material change in its Services warranting an adjustment in Consultant's Compensation or scheduled completion date, Consultant shall notify NMHC within ten business days after receipt of the BIM Plan. Failure to provide such notice shall result in Consultant's waiver of any claims for any adjustment in Consultant's Compensation or the scheduled completion date.
- ☐ If this box is checked, NMHC has established pursuant to the BIM Guidelines a BIM Plan, a copy of which has been provided to Consultant.

Other

☐ _____.

☐ _____.

☐ _____.

☐ _____.

§1.8 Exhibits. The following exhibits are attached to and made a part of this Agreement:

Exhibit A	Basic Services
Exhibit B	Consultant's Hourly Rates
Exhibit C	NMHC Reimbursable Expense Guidelines
Exhibit D	Insurance Coverages Required of Consultant
Exhibit E	Planning Act Reporting Requirements

[The remainder of this page is intentionally blank-Signatures Follow]

**PART 2 – NORTHWESTERN MEMORIAL HEALTHCARE CONSTRUCTION CONSULTING SERVICES
STANDARD TERMS AND CONDITIONS**

**PART 2- NORTHWESTERN MEMORIAL HEALTHCARE CONSTRUCTION CONSULTING SERVICES
STANDARD TERMS AND CONDITIONS**

1. CONSULTANT'S RESPONSIBILITIES

- §1.1 Consultant shall provide to (or for the benefit of) NMHC the services described in the attached **Exhibit A** (the “**Basic Services**” which together with any Additional Services [defined below] are referred to as the “**Services**”) in connection with the Project. NMHC reserves the right to have the Services furnished to subsidiaries and/or affiliates of NMHC, whether existing now or in the future (the “**Affiliated Entities**”). Unless this Agreement provides otherwise, “**NMHC**” shall include its Affiliated Entities and “**Consultant**” shall include any subconsultants (at all tiers) or any other persons acting by, through or under Consultant. The Parties agree that the “**Services**” includes all items necessary for the proper execution and completion by the Consultant, as well as all items reasonably inferable therefrom and all Instruments of Service (defined below) that are either set forth in **Exhibit A** or are incidental to the Services.
- §1.2 Consultant shall provide all Services (a) in strict compliance with Section 11 below, (b) consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions (the “**Standard of Care**”) and (c) to NMHC’s reasonable satisfaction.
- §1.3 Consultant shall be responsible for any work performed by its agents, sub-consultants and any other person for which Consultant is legally responsible. Notwithstanding the foregoing, (a) Consultant shall not engage any sub-consultants without receiving the prior written approval of NMHC which may be withheld in its sole discretion and (b) all terms and conditions of this Agreement applicable to the performance of the Services shall be incorporated into such subconsultant’s agreement and imposed on such subconsultant.
- §1.4 In addition to Consultant’s indemnity obligations in Sections 5 and 8 below, Consultant shall reasonably cooperate and provide, without additional compensation, such reasonable assistance that may be required by NMHC in the defense of claims against NMHC arising from the Services.
- §1.5 Consultant acknowledges and agrees that each of the individuals identified in the Basic Terms (collectively referred to as the “**Key Principal**”) is essential to completion of the Project in the manner expected by NMHC and agrees that the Key Principal shall be available to work on appropriate portions of the Project throughout the Term. If the Key Principal ceases to work on the Project for any reason within the control of Consultant, NMHC shall have the right, at NMHC’s sole option, to either: (a) terminate this Agreement by written notice to Consultant and thereupon Consultant shall be compensated for all services performed prior to such termination date; or (b) after consultation with and agreement by Consultant, reduce the Compensation by an amount reasonably determined by NMHC; or (c) pursue any other remedies available to NMHC at law or in equity.
- §1.6 Consultant shall perform all of the Services as expeditiously as is consistent with the Standard of Care, the orderly progress of the Project and the terms of this Agreement. Consultant agrees to commit sufficient resources to perform all of the Services within the scheduled timeframe set forth in the Basic Terms. Consultant acknowledges that NMHC has explained that timely completion of Consultant’s Services is of critical importance to NMHC and that time is of the essence for completion of Consultant’s total performance. Consultant shall not, however, be responsible for delays in

performance resulting from the actions or omissions of NMHC or other factors outside the reasonable control of Consultant, provided Consultant promptly advises NMHC of the existence of factors beyond its control which causes delay. Resulting revisions to the scheduled completion date shall be mutually agreed upon by both Parties, in writing.

- §1.7** Except with NMHC's knowledge and prior written consent, Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise Consultant's professional judgment with respect to the execution of its Services.

2. ADDITIONAL SERVICES

- §2.1** Services that are not Basic Services are "**Additional Services**" and may be performed after execution of this Agreement, provided the Parties agree to the Additional Services, the change (if any) in Consultant's Compensation, the Term or other terms and conditions. All Additional Services must be pre-approved in writing by NMHC and shall be subject to negotiation between the Parties. Consultant agrees the hourly personnel rate attached as **Exhibit B** shall be used in the negotiation of any Additional Services to be provided by Consultant.

- §2.2** NMHC may at any time propose changes within the general scope of this Agreement as provided in this Section 2. If any changes cause an increase or decrease in the Services required, or the time required for the performance of Services, the Parties must agree in writing in advance of Consultant proceeding with such Additional Services.

3. REIMBURSABLE EXPENSES

- §3.1** Reimbursable Expenses are in addition to compensation for Basic and Additional Services and are limited to expenses incurred by Consultant that directly relate to the performance of the Services and as otherwise provided in the NMHC Reimbursement Guidelines, which is attached to this Agreement as **Exhibit C**. Unless otherwise specifically agreed by NMHC in writing, Consultant's obligations to its subconsultants shall not be deemed a Reimbursable Expense.

- §3.2** NMHC is an Illinois not-for-profit, tax-exempt corporation and exempt from Illinois Retailers Occupation and Use Taxes and federal excise taxes on all goods purchased and Services provided pursuant to this Agreement and will not be liable for such taxes. NMHC will provide Consultant with its tax exempt certificate upon request.

4. APPLICATIONS FOR PAYMENT AND PAYMENT

- §4.1** Consultant's applications for payment for the Services and for Reimbursable Expenses shall be submitted by Consultant to NMHC on a monthly basis. Unless NMHC directs Consultant otherwise in writing, each application for payment shall be submitted no later than the 5th day of the month for the previous month. Consultant's applications for payment shall show in reasonable detail the Services performed for the period covered by the application for payment and Reimbursable Expenses incurred. If Consultant's compensation is based on Project phases as identified in the Basic Terms, Consultant's applications for payment shall also include reasonable backup to support the percentage of completion claimed in such application for payment.

- §4.2** In addition to the information required on each application of payment as set forth in §4.1, Consultant shall include (a) an itemization of any Reimbursable Expenses and evidence of payment, (b) sworn statements and current lien waivers for itself and from its subconsultants (if requested by NMHC) and (c) such other documentation as requested by NMHC.

§4.3 NMHC shall review and either approve or reject applications for payment within twenty five (25) days of receipt, and NMHC shall pay Consultant the amount NMHC approved within fifteen (15) days after approval of the application for payment. When a subconsultant of Consultant has performed services in connection with the Project in accordance with the provisions of its contract with Consultant, and Consultant's application for payment including such subconsultant's services has been accepted and approved by NMHC, Consultant shall pay its subconsultant such amount due thereunder within seven (7) days of Consultant's receipt of payment from NMHC.

§4.4 The Parties agree to cooperate with each other and seek to resolve expeditiously any objection or dispute with regard to an application for payment.

§4.5 The payment to Consultant shall not constitute a waiver by NMHC of any of its rights.

5. OWNERSHIP OF INSTRUMENTS OF SERVICE

§5.1 "Instruments of Service" are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by Consultant under this Agreement and can include, without limitation, work product, deliverables, documents, notes, studies, surveys, models, sketches, drawings, specifications, or other similar materials.

§5.2 Subject to §5.3 below, NMHC shall exclusively own all rights in the Instruments of Service and ideas, inventions, strategies, plans and data created in or resulting from Consultant's performance under this Agreement, including all patent rights, copyrights, moral rights, rights in proprietary information, database rights, trademark rights and other intellectual property rights. All such intellectual property that is protectable by copyright will be considered work(s) made for hire for NMHC (as the phrase "work(s) made for hire" is defined in the U.S. Copyright Act (17 U.S.C. § 101)) or Consultant will give NMHC "first owner" status related to the work(s) under local copyright law where the work(s) was created. If by operation of law any such intellectual property is not owned in its entirety by NMHC automatically upon creation, then Consultant agrees to transfer and assign to NMHC, and hereby transfers and assigns to NMHC, the entire right, title and interest throughout the world to such intellectual property. Consultant acknowledges and agrees that the compensation paid under this Agreement includes the rights contemplated under this Section 5 and that no additional compensation shall be required for full realization of such ownership by NMHC.

§5.3 Notwithstanding §5.2 above, Consultant shall retain the copyright and other intellectual property rights in and to its standard designs, drawings, details, forms, know-how, techniques, data, images, concepts, ideas, creations, software programs, business methods, inventions and discoveries (whether or not patentable), logos, trademarks, service marks, trade names and all other intellectual property existing prior to commencing the Services (collectively, the "**Pre-Existing Materials**"), provided that with respect to any Pre-Existing Materials, Consultant warrants that (a) Consultant is the owner of the Pre-Existing Materials, including all associated intellectual property rights (or otherwise has the right to grant to NMHC the rights and licenses hereunder without violating any laws or conflicting with or infringing the rights of any third party) and (b) Consultant has the authority, license, or permission from any third party owner or security interest holder, to use said intellectual property in conjunction with this Agreement and does by executing this Agreement grant to NMHC a non-exclusive license and right to use, reproduce and distribute such Pre-Existing Materials without the need for additional consideration.

§5.4 Consultant, at its own expense, shall indemnify and hold harmless the Indemnitees (defined below), and defend as a Third-Party Claim (as provided in §8.3) any action brought against same with respect to any claim, cause of action, liability, damage, cost, loss or expense, including attorneys' fees and

expenses, based on a claim that any information, design, specification, instruction, trade secrets, software, data, or material furnished by Consultant in connection with this Agreement, including the Instruments of Service and the Pre-Existing Materials (collectively, "**Materials**"), infringes or violates any patent, copyright, trade secret, license, or other proprietary right of any third party. If the Materials or any portion thereof is held to constitute an infringement and its use is enjoined, Consultant shall, at NMHC's option and at Consultant's own expense and in addition to the indemnification provisions in this Section: (a) modify the infringing Materials without impairing in any respect the functionality or performance, so that it is non-infringing; or (b) procure for NMHC, at Consultant's cost, the right to continue to use the infringing Materials. This indemnity is separate from and in addition to that indemnity in §8.3 and shall survive the termination of this Agreement.

6. CONFIDENTIALITY AND PROPRIETARY DATA

§6.1 In connection with the performance of the Services, Consultant, its agents and employees acknowledge that Consultant will gain access to certain information which is either confidential or proprietary in nature and which disclosure to any party other than NMHC, without the approval of NMHC, could cause irreparable damage to NMHC.

§6.2 For purposes of this Agreement, the term "Confidential Information" means information and data, not in the public domain, concerning NMHC's business including, without limitation, contract terms, pricing, quality assurance and utilization review procedures, services offered, service areas, patient information, customer and customer lists, cost information, financial and marketing data, business and strategic plans, patient and patient lists or any hard drive or computer information, data or copies thereof generated from the Agreement or use of information provided to Consultant, and any other information which NMHC deems to be proprietary information or a trade secret. Notwithstanding the foregoing, the Parties agree that Consultant's obligations with respect to handling, disclosing, reproducing and using such Confidential Information are not applicable to any portion(s) of the Confidential Information which: (a) is or becomes generally available to the public other than as a result of disclosure by Consultant or those for whom Consultant is legally responsible; (b) was available on a non-confidential basis prior to its disclosure to Consultant and Consultant can verify such availability by written documentation; (c) is or becomes available to Consultant on a non-confidential basis from a source other than NMHC when such source is not, to the best of the Consultant's knowledge, subject to a confidentiality obligation with NMHC, or (d) was independently developed by Consultant or Consultant's personnel, without reference to the Confidential Information, and Consultant can verify the development of such information by written documentation.

§6.3 Consultant agrees that all Confidential Information is the property of NMHC and shall remain so. Consultant agrees that during the period of its engagement hereunder and thereafter Consultant, its agents and employees will hold in strict confidence and will not use or disclose to any person, firm, corporation or other entity, any of NMHC's Confidential Information, except with the prior written authorization of NMHC. Consultant shall have appropriate agreements with its employees and agents sufficient to comply with the terms of this Agreement and shall inform its employees and agents of the terms of the treatment of Confidential Information hereunder. Consultant agrees that it will disclose Confidential Information only to those employees or agents who need to know the Confidential Information in order to accomplish the purposes stated herein.

§6.4 Consultant further agrees that in the event of completion or termination of this Agreement it will return all contracts, data and information supplied by NMHC to Consultant and deliver to NMHC or destroy or expunge any other Confidential Information, including the memory of all hard drives, any notes, written material, computer information or other information, learned, discovered, developed, conceived, originated or prepared as a result of this Agreement. Consultant further agrees that it will not take or keep any Confidential Information that is in a written, computerized, machine-readable, model, sample or other form, upon or after Consultant's termination or completion of this Agreement, without the proper written consent of NMHC. Consultant shall provide to NMHC a signed written statement that all Confidential Information has been either destroyed or returned to NMHC and a listing of the Confidential Information so returned or destroyed. Notwithstanding the foregoing, Consultant shall be entitled to keep one copy of Confidential Information for its records and archival purposes, in which case such Confidential Information shall continue to be subject to the terms of this Section 6.

§6.5 Consultant agrees that the remedies at law available for any breach of the provisions of the foregoing shall be inadequate in and of themselves and that NMHC shall also be entitled to injunctive relief in addition to any other legal or equitable remedies available to it in order to prevent Consultant from disclosing or using any of the Confidential Information except as allowed by this Agreement.

7. USE OF NMHC NAME, IMAGE OR MATERIALS

§7.1 Consultant shall not (a) use the name, logo, trademark, service mark, image or pictorial representation of NMHC or the Affiliated Entities, or discuss the Services or terms of this Agreement, except upon the prior written approval of NMHC in each instance, which may be withheld by NMHC in its sole and absolute discretion or (b) include photographic or artistic representations of any portion of the design or the completed Project in any of its professional, marketing or promotional materials, a response for RFP, or any resume' or curriculum vitae, except upon the prior written approval of NMHC in each instance, which may be withheld by NMHC in its sole and absolute discretion. Consultant agrees that a breach by Consultant of the terms of this §7.1 would give rise to immediate and irreparable harm to NMHC and its Affiliated Entities which could not be remedied at law. Upon a breach (or threatened breach) by Consultant of this §7.1, NMHC shall be entitled to preliminary and permanent injunctive relief, specific performance, and any other appropriate remedies, pending or following a trial on the merits, without the need to post bond or other security, and shall be entitled to recover from Consultant NMHC's attorneys' fees and litigation costs it incurs in enforcing this §7.1. Upon request of NMHC, Consultant shall enter into a separate non-disclosure agreement having the provisions of this §7.1. Consultant agrees to insert this §7.1 into all agreements with any of its subconsultants. For avoidance of ambiguity, Consultant shall have the right to photograph the Project for purposes of contract administration (if applicable) and its internal documentation (which shall be subject to the terms of this §7.1).

8. INSURANCE AND INDEMNIFICATION

§8.1 Consultant shall procure and maintain at its own expense, throughout the Term and any extended period required, the insurance coverages set forth in the **Exhibit D**. Prior to commencing work under this Agreement, Consultant shall provide certificates of insurance evidencing the required coverages to NMHC and annually thereafter or as required by NMHC.

§8.2 Except to the extent that any injury or damage is due solely and directly to NMHC's sole negligence or willful misconduct, Consultant shall release, hold harmless and indemnify NMHC and the Affiliated Entities and any other individual or entity designated by NMHC from time-to-time during the term of

this Agreement, and their respective successors and assigns, members, officers, trustees, owners, partners, managers, directors, agents, employees, volunteers, and legal representatives (collectively, the “**Indemnitees**”) against any and all suits, actions or proceedings, at law or in equity, and from any and all claims, liens, demands, losses, judgments, damages, costs (including reasonable attorneys’ fees), fines, penalties, expenses or liabilities, including without limitation claims for personal injury or property or environmental damage (collectively, “**Losses**”), resulting from or in any way connected with any act or omission of Consultant, its agents, employees or subconsultants, whether acting in the course of their employment or otherwise, in connection with, but not limited to, all of the representations, warranties or covenants contained in this Agreement. In addition, Consultant shall indemnify and hold NMHC harmless from and against any claims, costs or expenses, including, but not limited to, reasonable attorneys’ fees, arising out of or in connection with any employment claims, i.e., workers compensation, harassment or discrimination claims, or breaches of Section 6 or Section 7 by Consultant or Consultant’s Personnel. Consultant agrees to include this clause in all related contracts with subconsultants. Consultant further agrees to indemnify NMHC for any attorneys’ fees or other costs NMHC incurs in the event that NMHC has to file a lawsuit to enforce any indemnity or additional insured provisions of this Agreement provided NMHC is the prevailing party in such action. This indemnification shall not be construed to deny or reduce other rights or obligations of indemnity that would otherwise exist as to an Indemnatee. Consultant's obligations hereunder to indemnify and hold harmless shall survive any expiration or termination of this Agreement and are not limited by any amount of insurance that Consultant is required to carry.

§8.3 Indemnification Procedure.

a. In respect of, arising out of or involving a claim made by any person or entity (other than a Party) against an Indemnatee (a “**Third Party Claim**”), NMHC must notify Consultant in writing of the Third Party Claim; provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except to the extent Consultant shall have been materially prejudiced as a result of such failure. Thereafter, NMHC shall deliver to Consultant, promptly after Indemnatee’s receipt thereof, copies of all notices and documents (including court papers) received by the Indemnatee relating to the Third Party Claim.

b. If a Third Party Claim is made against an Indemnatee, the Consultant will be entitled, at its expense, to participate in the defense or prosecution thereof and, if it so chooses, to assume the defense or prosecution thereof with counsel selected by the Consultant that is reasonably satisfactory to the Indemnatee if (i) it gives notice to the Indemnatee, within 15 days of the receipt of such notice from the Indemnatee, that the Consultant will indemnify the Indemnatee from and against the entirety of any Losses the Indemnatee may suffer resulting from, arising out of, relating to, or caused by the Third Party Claim, (ii) the Third Party Claim involves only money damages and does not seek an injunction or other equitable relief, (iii) settlement of, or an adverse judgment with respect to, the Third Party Claim is not, in the good faith judgment of the Indemnatee, likely to establish a precedential custom or practice adverse to the continuing business interests or the reputation of the Indemnatee, and (iv) the Consultant participates in or conducts the defense of the Third Party Claim actively and diligently. The Consultant will keep the Indemnatee apprised of all material developments, including settlement offers, with respect to the Third Party Claim and permit the Indemnatee to participate in the defense of the Third Party Claim. If the Consultant assumes the defense of a Third Party Claim, then, so long as the Consultant is conducting the defense of the Third Party Claim in accordance with this §8.3b, the Indemnatee shall have the right to participate in the

defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the Consultant, it being understood that the Consultant shall control such defense. The Consultant shall be liable for the reasonable fees and expenses of counsel employed by the Indemnitee for any period during which the Consultant has not validly participated in or assumed the defense thereof pursuant to this §8.3b. If the Consultant assumes the defense of a Third Party Claim, then, so long as the Consultant is conducting the defense of the Third Party Claim in accordance with this §8.3b, all Parties hereto shall cooperate in the defense thereof. Such cooperation shall include the retention and (upon the Consultant's request) the provision to the Consultant of records and information which are reasonably relevant to such Third Party Claim, and making employees available to provide additional information and explanation of any material provided hereunder.

c. In the event that any of the conditions under §8.3b is or becomes unsatisfied, however, (i) the Indemnitee may defend against, and consent to the entry of any judgment on or enter into any settlement with respect to, the Third Party Claim in any manner it may reasonably deem appropriate, (ii) the Indemnifying Parties will reimburse the Indemnitee promptly and periodically for the costs of defending against the Third Party Claim (including reasonable attorneys' fees and expenses), and (iii) the Indemnifying Parties will remain responsible for any Losses the Indemnitee may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Third Party Claim to the fullest extent provided in §8.2.

d. Except as provided in §8.3b, neither the Indemnitee nor the Consultant will consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed.

e. In order for an Indemnitee to be entitled to any indemnification provided for under this Agreement in respect of a claim that does not involve a Third Party Claim, the Indemnitee shall deliver notice of such claim. The failure by any Indemnitee to so notify the Consultant shall not relieve the Consultant from any liability which it may have to such Indemnitee under this Agreement, except to the extent that the Consultant shall have been materially prejudiced by such failure. If the Consultant has timely disputed its liability with respect to such claim, the Consultant and the Indemnitee shall proceed in good faith to negotiate a resolution of such dispute and, if not resolved through negotiations, such dispute shall be resolved by litigation in an appropriate court of competent jurisdiction in accordance with this Agreement.

f. The indemnities provided for in §8.2 shall not be construed as an admission or conclusion, express or implied, as to liability or damages in respect of the subject-matter of such indemnities.

§8.4 Consultant shall take all reasonable precautions to prevent the occurrence of any injury to persons, property or the environment during the progress of its Services and ensure that its personnel neither pose a threat to NMHC's safe work environment nor the integrity of its operations.

9. TERMINATION

§9.1 This Agreement may be terminated by either Party upon seven (7) calendar days' written notice should the other Party substantially fail to perform in accordance with its terms through no fault of the Party initiating the termination.

§9.2 NMHC may terminate this Agreement, without cause, by written notice.

§9.3 In the event this Agreement is terminated, Consultant, as its sole and exclusive remedy hereunder, shall be entitled to receive compensation for that portion due for the Services properly performed and Reimbursable Expenses properly incurred to the date of termination.

10. PROPER BUSINESS PRACTICES

§10.1 Consultant (a) shall act in a manner consistent with (i) NMHC's Integrated Code of Ethics and Gifts and Business Courtesies copies of which have been provided to Consultant and (ii) all laws concerning improper or illegal payments and gifts or gratuities and (b) agrees not to pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement.

11. COMPLIANCE WITH LAW

§11.1 Consultant represents and warrants that in the provision of the Services, Consultant has complied with all applicable federal, state, and municipal laws and regulations, including, without limitation all such laws and regulations pertaining to: (a) health, safety and environmental standards and licensure requirements, (b) design, manufacture, testing, labeling, and transportation of such goods, and (c) affirmative action, nondiscrimination, and equal opportunity.

§11.2 Consultant represents and warrants that neither Consultant nor to the best of Consultant's knowledge, its employees, representatives, agents, suppliers, or subconsultants performing services or supplying goods under this Agreement are on the list of suspended, excluded, sanctioned or debarred providers issued by the Office of Inspector General, General Services Administration, Office of Foreign Assets Control, or State of Illinois or are otherwise suspended, excluded from or sanctioned by, any federal or state health care plan or program. Consultant shall notify NMHC immediately in the event that Consultant receives notice of such suspension, exclusion, sanction or debarment affecting itself or any of its employees, representatives, agents, suppliers, or subconsultants performing services or supplying goods under this Agreement and at such time NMHC may terminate this Agreement effective upon the date of such suspension, sanction or debarment.

§11.3 Unless the Agreement is within one of the exemptions provided for in Executive Order 11246, effective September 24, 1965, as amended by Executive Order 11375 signed October 13, 1967, the Parties shall comply with paragraph (1) through (7) of Section 202 of Executive Order 11246 (as amended), 41 CFR § 60-1.8, 775 ILCS 5/2-105 (A) and (C), Illinois Administrative Code Title 44, Section 750 and Section 750.Appendix A, which are hereby incorporated by reference.

§11.4 In the performance of the Services, neither party expects Consultant to receive or come into contact with Individually Identifiable Health Information, but in the event that Consultant receives Individually Identifiable Health Information from NMHC, as defined in the Health Insurance Portability and Accountability Act of 1996 the regulations promulgated thereunder ("HIPAA") and , then Consultant shall enter into and comply with all terms and conditions specified in NMHC's Business Associate Agreement.

§11.5 In accordance with The Omnibus Reconciliation Act of 1980, as it applies to the Social Security Act on Projects exceeding ten thousand dollars (\$10,000.00) over a twelve (12) month period, Consultant and all its agents and subconsultants shall maintain for a period of four (4) years following the completion of their services a file containing the Agreement, books, documents and records of the Project that are necessary to certify the nature and extent of the Project costs for inspection, upon request, by the Secretary of the Department of Health and Human Services, the Comptroller General

of the United States or any of their duly authorized representatives. NMHC, or its duly authorized representative, shall have, during normal business hours, the right to enter onto the offices of Consultant to examine and audit such books, records and accounts. If such audit discloses that charges to NMHC have been overstated, Consultant shall reimburse NMHC for the amount of such overstatement. If such audit discloses that charges to NMHC have been overstated by three percent or more, Consultant shall reimburse NMHC for its audit costs.

§11.6 Consultant further agrees to provide at NMHC's request certificates relating to any applicable legal requirements or to update any and all of the certifications, representations and warranties under this Agreement, in form and substance satisfactory to NMHC.

§11.7 Consultant hereby represents to NMHC the following: Consultant is authorized to do business in the State of Illinois and properly licensed, if necessary, by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the Services required hereunder; Consultant's execution of this Agreement and its performance thereof is within its duly authorized powers; and Consultant and Key Principal (and all of the preceding acting in both individual and corporate or partnership capacity) do not have any conflicts of interest that would impair the independent professional judgment of Consultant and agrees to disclose any such conflicts of interest prior to providing any recommendations or proposals to NMHC.

12. EQUAL EMPLOYMENT OPPORTUNITY; DIVERSITY

§12.1 NMHC is an equal opportunity employer. NMHC does not discriminate against any contractor, vendor or customer because of race, color, creed, religion, gender, age, veteran status, disability, citizenship, national origin or any other trait protected by federal, state or local law, regulation or ordinance. NMHC is committed to taking affirmative action to ensure nondiscrimination and attainment of the goals of its Affirmative Action Program adopted pursuant to its Equal Opportunity Employment policy # NMHC HR 04.0001 or its replacement thereto. The cooperation and commitment of contractors, vendors and customers is necessary to achieve effective and meaningful equal employment opportunity. Unless this Agreement is within one of the exemptions provided for in Executive Order 11246, effective September 27, 1965, as amended by Executive Order 11375 signed October 13, 1967, Consultant shall comply with Paragraphs (1) through (7) of Section 202 of Executive Order 11246, as amended, which are incorporated by reference.

§12.2 Consultant acknowledges that (i) NMHC is responsible for certain capital expenditure reporting requirements pursuant to Section 5.3(b) of the Illinois Health Facilities Planning Act or any successor thereof and any current or future regulations or official interpretations thereof (the "**Planning Act**") (20 ILCS 3960/5.3(b)) involving "female-owned, minority-owned, veteran-owned, and small business enterprises" as defined under the Planning Act (collectively, "**Disadvantaged Enterprises**") and (ii) NMHC is relying on Consultant to report such data required under Section 5.3(b) as it relates to the Services performed under this Agreement.

§12.3 As a material condition of this Agreement, Consultant expressly agrees not to discriminate against anyone in the conduct of its business with respect to race, color, creed, religion, gender, age, veteran status, disability, citizenship, national origin or any other trait protected by federal, state or local law, regulation or ordinance.

§12.4 Unless Consultant is exempt or is not subject to the requirements of such laws, Consultant certifies that it is an equal opportunity employer and is in compliance with, and shall remain so throughout the Agreement Term, all applicable federal, state and local laws and regulations and amendments thereto, insofar as they relate to nondiscrimination in employment, including: Executive Order 11246

(3 C.F.R. 339), as amended by Executive Order 11375 (3 C.F.R. 684) and Executive Order 12086 (3 C.F.R. 230), and all regulations of the Secretary of Labor promulgated thereunder; the Rehabilitation Act of 1974, 29 U.S.C. §793 et seq.; the Vietnam Era Veteran's Readjustment Assistance Act of 1973, 38 U.S.C. §4211 et seq.; Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq., as amended by the Civil Rights Act of 1991; the Civil Rights Act of 1966, 42 U.S.C. §§1981, 1983 and 1985; the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §301 et seq.; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12101 et seq.; the Age Discrimination in Employment Act of 1967, 29 U.S.C. §621 et seq., as amended by the Older Workers Benefit Protection Act of 1990; the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 et seq.; the Fair Labor Standards Act, 42 U.S.C. §201 et seq., including the wage and hour laws relating to payment of wages. Consultant also certifies that it does not and will not maintain any facilities it provides for its employees in a segregated or discriminatory manner, or permit its employees to perform their services in a discriminatory manner at any location under its control. Consultant agrees to impose this Section 12.2 on all its Consultants.

§12.5 Consultant must exercise its best efforts to maximize opportunities for Disadvantaged Enterprises to participate in the performance of the Services, or if specific Disadvantaged Enterprise goals are stated in the Basic Terms, Consultant must exercise its best efforts to attain those specific Disadvantaged Enterprise goals.

§12.6 Failure of the Consultant to exercise its best effort to comply with this Section 12 as determined by NMHC shall constitute a breach of this Agreement and may result in the termination of this Agreement or such remedy as deemed appropriate by NMHC.

§12.7 Consultant shall provide NMHC with such data on Disadvantaged Enterprises in order for NMHC to fulfill its reporting obligations under the Planning Act with such frequency and in such format(s) as NMHC may reasonably require from time-to-time during the Project. At a minimum, Consultant shall (a) collect and maintain current Disadvantaged Enterprise certifications for every Disadvantaged Enterprise subconsultant that the Consultant engages, (b) include the amount of each Application for Payment that is owed to any Disadvantaged Enterprise subconsultant and (c) if a Disadvantaged Enterprise subconsultant approved by NMHC is replaced during the Project, the replacement subconsultant must also be a Disadvantaged Enterprise, unless Consultant establishes to NMHC's satisfaction that a qualified substitute Disadvantaged Enterprise subconsultant is unavailable. NMHC's current Planning Act reporting requirements are attached as **Exhibit E** to this Agreement.

13. MISCELLANEOUS PROVISIONS

§13.1 This Agreement shall be governed by the laws of the State of Illinois and any applicable federal laws. The Parties shall attempt amicably to resolve any controversy, dispute or difference arising out of this Agreement, failing which either Party may initiate litigation only in the United States District Court for the Northern District of Illinois or, if such court lacks subject matter jurisdiction, in the Circuit Court of Cook County, Illinois. The Parties submit to personal jurisdiction in said courts and waive any defenses regarding venue or *forum non conveniens*. Notwithstanding the foregoing, if NMHC is a party to an arbitration proceeding (conducted under the rules of the American Arbitration Association or other applicable arbitration rules) with its general contractor, architect or other service provider or vendor with whom NMHC has agreed to resolve disputes through arbitration ("**Project Counterparty**"), which arbitration proceeding (a) NMHC or the Project Counterparty contends arises, in whole or in part, from Consultant's Services or (b) involves a common question of law or fact and NMHC or the Project Counterparty believes Consultant's presence is required if complete relief is to be accorded in such arbitration, then NMHC or the Project Counterparty may

make a demand for arbitration against Consultant (the “**Arbitration Demand**”), in which case Consultant agrees it shall join in and become a party to such arbitration proceeding, provided, however, that (w) the Arbitration Demand must be made before selection of the arbitrator(s) by party making the Arbitration Demand, (x) Consultant shall have rights equal with NMHC and/or the Project Counterparty with respect to the arbitrator(s) selection, (y) the Arbitration Demand and any counterclaim by Consultant against NMHC and/or the Project Counterparty shall be limited to those issues raised in the arbitration proceeding; and (z) Consultant’s joinder under this Section shall not constitute consent to arbitration of any claim, dispute or other matter in question not a part of the arbitration described in the foregoing Arbitration Demand.

§13.2 All exhibits attached to this Agreement are made a part of this Agreement as though fully set forth in this Agreement. References to this Agreement shall include a reference to all appendices, annexes, schedules and exhibits hereto, as the same may be amended, modified, supplemented or replaced from time to time. If any conflicts, inconsistencies or ambiguities in the Agreement cannot be resolved by reading the Agreement and all incorporated exhibits’ provisions as a whole, then, the provisions of the Agreement and incorporated exhibits shall be controlling in accordance with the following order of precedence:

- .1 Amendments to the Agreement, in reverse chronological order;
- .2 Part 1- Basic Terms to the Agreement;
- .3 Part 2- Standard Terms and Conditions;
- .4 Insurance Requirements Exhibit;
- .5 NMHC Reimbursement Guidelines Exhibit;
- .6 Consultant’s Description of Basic Services Exhibit;
- .7 Consultant’s Hourly Rates Exhibit;
- .8 Planning Act Requirements Exhibit.

§13.3 The invalidity of any covenant, restriction, condition, limitation or any other part or provision of the Agreement shall not impair or affect in any manner the validity, enforceability or effect of the remainder of the Agreement.

§13.4 NMHC and Consultant respectively bind themselves, their partners, successors, assigns and legal representatives to the other Party to this Agreement and to the partners, successors, assigns and legal representatives of such other Party with respect to all covenants of this Agreement. Neither NMHC nor Consultant shall assign this Agreement without the express written consent of the other.

§13.5 All provisions or obligations contained in this Agreement, which by their nature or effect are required or intended to be observed, kept or performed after termination or expiration of an agreement shall survive and remain binding upon and for the benefit of the Parties, their successors (including without limitation successors by merger) and permitted assigns.

§13.6 This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute the same instrument. Facsimile signatures on such counterparts are deemed originals.

§13.7 This Agreement and the exhibits attached hereto, is intended as a complete, exclusive and final expression of the Parties’ agreement with respect to the subject matter herein and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both NMHC and Consultant.

§13.8 Terms of this Agreement shall prevail over conflicting terms in the NMHC Purchase Order (if any).

§13.9 The rights and duties contained herein shall not inure to the benefit of any third party, except as specifically provided herein.

§13.10 The duties and obligations the Agreement imposes on the Parties and the rights and remedies granted shall be in addition to and not a limitation of duties, obligations, rights and remedies imposed by law or otherwise available at law or in equity.

§13.11 Any action or failure to act by NMHC shall not be interpreted to mean a waiver of any right or duty it may have under the Agreement nor shall any such action or failure to act be interpreted to mean approval or satisfaction in any way of any breach thereunder, except when specifically agreed to by an express written acceptance. Without limiting the foregoing, NMHC's review or approval of any documents or other matters pursuant to this Agreement shall be for the purpose of providing Consultant with information and not for the purpose of determining the accuracy and completeness and shall in no way either (a) create any liability on the part of NMHC for errors, inconsistencies or omissions in any such documents or Services so approved or (b) alter Consultant's responsibilities and with respect to such documents or Services.

§13.12 All stenographic and clerical errors are subject to correction.

§13.13 Neither Consultant nor any of its personnel are employees of NMHC and neither shall be eligible for participation in any NMHC employee benefit programs. The performance of Services by Consultant and receipt of payments shall have no effect on any payments or benefits that any of Consultant's personnel is now or may later become entitled to as a result of past employment by NMHC. Neither Consultant's personnel, Consultant nor its agents, subsidiaries, affiliates and employees are in any way the legal representatives or agents of NMHC, and neither shall have any right or authority to assume or create any obligation of any kind expressed or implied in the name of or on behalf of NMHC.

§13.14 Consultant agrees to participate in all of NMHC's current and future electronic commerce applications and initiatives upon NMHC's request. For contract formation, administration, changes and all other purposes, each electronic message sent between the Parties within such applications or initiatives will be deemed: (a) "written" and a "writing"; (b) "signed" (in the manner below); and (c) an original business record when printed from electronic files or records established and maintained in the normal course of business. The Parties expressly waive any right to object to the validity, effectiveness or enforceability of any such electronic message on the ground that a "statute of frauds" or any other law requires written, signed agreements. Between the Parties, any such electronic documents may be introduced as evidence in any proceedings as business records originated and maintained in paper form. Neither Party shall object to the admission of any such electronic document under either the best evidence rule or the business records exception to the hearsay rule. By placing a name or other identifier on any such electronic message, the Party doing so intends to sign the message with his/her signature attributed to the message content. The effect of each such message will be determined by the electronic message content and by Illinois law, excluding any such law requiring signed agreements or otherwise in conflict with this section.

§13.15 All notices, requests, approvals, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given and to be effective when delivered personally (including delivery by express or courier service) or, if mailed, four (4) business days after being deposited in the United States mail as registered or certified

matters, postage prepaid, return receipt requested, addressed as provided in the Basic Terms or to such other address as either Party may designate by notice to the other Party.

(NMHC Consulting Services Standard Terms and Conditions Version 2.0 November 14, 2017)

The Parties have signed this Agreement as of the Effective Date.

NMHC:

NORTHWESTERN MEMORIAL HEALTHCARE

CONSULTANT:

[name] HENRICKSEN & COMPANY INC.

Signature of Authorized Agent

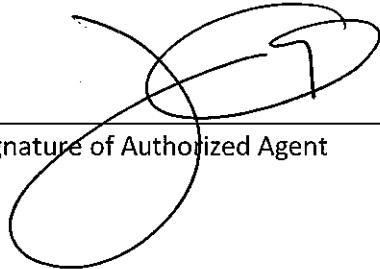
Printed Name and Title

Date of Signing

Signature of Authorized Agent

Printed Name and Title

Date of Signing

A large, stylized handwritten signature in black ink, appearing to be 'Jorge Anaya', written over a horizontal line.

JORGE ANAYA, CFO

5/14/26

EXHIBIT A

Basic Services

Hourly Rates - If Applicable

NMHC Travel and Expense Reimbursement Guidelines (rev'd 2-29-16)

Reimbursable expenses are in addition to compensation for Basic and Additional Services and include reasonable expenses incurred by the Consultant and the Consultant's employees and subconsultants in the interest of the project(s).

Annually, each Consultant should create a list that identifies who can incur charges, what charges can be incurred and the period over which they can be incurred (to avoid confusion as to local employees incurring reimbursable charges). The list will be updated during the year as necessary.

The term "Consultant" shall mean vendor, its subsidiaries and affiliates as defined in the underlying contract. The term "subconsultant" shall mean subconsultants or subcontractors of vendor, its subsidiaries and affiliates as defined in the underlying contract.

General Guidelines

NMHC recognizes that travel on behalf of the project requires time away from families and other personal commitments and wishes to provide for travel and accommodation that is comfortable, efficient and cost effective. Travelers are expected to use good judgment when incurring project related costs. Cost containment is, as always, in the best interests of the project and the individual firms in fulfilling their commitments to the project.

NMHC shall pay reasonable, *pre-approved* out-of-pocket expenses incurred by Consultant, if travel is specifically required and detailed in an approved Statement of Work.

All reasonable travel expenses (i.e., coach airfare, moderate hotel accommodations /lodging, ground transportation) incurred on NMHC's behalf and at NMHC's request shall be reimbursed by NMHC at cost, without any additional agency markup, commission or other charges.

However, before any such travel costs and/or expenses are incurred, NMHC must approve each trip and the estimated cost thereof, *in writing, in advance*.

NMHC does not reimburse for first class airfare or rail charges, luxury-class/premium hotels, premium rental cars or mileage charges in excess of current allowable IRS rate.

Travel by Consultant to manage its own internal staffing or the structure of its business shall be paid for by Consultant and shall not be reimbursed by NMHC.

In addition, the following travel-related expenses shall not be reimbursed by NMHC under any circumstances: personal items; theft, loss or damage; personal expenses or entertainment (including, but not limited to, side trips; medical expenses; personal insurance policies; spousal expenses; lost tickets; in-room movies, in-room dining expenses or bar bills.)

All travel-related employee reimbursable costs must be included on an expense report form acceptable to NMHC. This includes rent, hotels, meals, cabs, phone, car rentals and other contractually agreed

upon expenditures. An acceptable expense report form will be furnished upon request. Use of other consultant employee expense report forms must be approved in advance by NMHC management. Employee expense report forms must include supporting documentation for all expenditures greater than \$25. This documentation must be clear and readable. Submission of support documentation along with the reimbursement request may be waived at the discretion of NMHC, however, the Consultant must maintain and submit supporting documentation upon request.

NMHC will not reimburse for any travel time.

Air Travel

Pre-approved flights should be made in coach or economy class with reservations made at the earliest possible date to maximize possible fare savings. Travelers will not be expected to accept non-refundable or penalty fares due to the changeable nature of schedules. Business Class travel will be reimbursed when coach class is completely sold out and no alternate flights are available, provided documentation is provided substantiating business class travel was the only option. Frequent flyer incentives will remain the property of the traveler or firm according to each organization's individual policy.

Travelers are expected to arrange their schedules to allow for several days on site; trips of short duration, one or two days, are not encouraged. Reimbursable air fare at less than full ticket cost must clearly identify on the expense report form how the reduced fare was calculated.

NMHC will not reimburse travel agent/booking costs for air travel.

Communication

All forms of long distance communication (i.e. telephone, fax and electronic) are reimbursable.

Expense Reports/Statements

All requests for reimbursement should be submitted immediately at the end of each trip or each week in the case of extended stay living expenses. Requests for expenses older than 60 days may not be reimbursed.

Fees for Securing Approval

Fees paid for securing approval of authorities having jurisdiction over the project(s) are reimbursable.

Ground Transportation/Parking

NMHC will not provide reimbursement for mileage or usage of automobiles for the Project within the seven county Chicagoland area.

Reimbursement for the cost of travel between home or office, airports and the project site beyond the Chicago Metropolitan seven (7) county area will be based on the most economical and reasonable means available. Airport buses or other shuttle services should be used when available (including train service from O'Hare or Midway Airport to NMHC). Taxis may be used when necessary or in instances where travel by taxi may be more economical. The use of rental cars in Chicago will be reimbursed only in special instances and is subject to the prior approval of NMHC.

Consultant shall bear the cost of all travel between the Consultant's traveling employee's local office and the assigned NMHC office, and all other travel of less than 50 miles one-way.

Mileage should be reimbursed at the rate in effect by the Internal Revenue Service at the time the expense is incurred (which as of January 1, 2016, is 54 cents per mile). "From" and "to" locations, total mileage and business purpose must be identified on the expense report form or on an NMHC approved separate form. Tolls are reimbursable but must be listed separately from the mileage calculation. Receipts should be provided for all parking expenditures. Expense report forms or receipts should identify the location of the parking facility. Airport parking should be matched to the applicable flight expenditure. Business purpose should be identified for the trip. Mileage and airport parking in the traveler's home city will be reimbursed if the total is less than the cost of shuttle or taxi transportation to and from the airport. Ground transportation should exclude normal commuting costs (for example, mileage to office on a daily basis.)

Hotel/Living Accommodations

Pre-approved living in either hotels or apartments will be reimbursable subject to the following:

Stays of short duration (averaging less than 10 days per month) should be in one of several area hotels offering special rates to Consultant or NMHC visitors or where specific arrangements have been made for project staff or visitors. Vendors shall contact NMHC for the current discounted hotel list. Rates at other hotels above the negotiated rate will be disallowed. Subject to availability, reservations should be made in the most economical hotel.

Stays of longer duration (i.e., more than two weeks per month for more than 3 months) within the Chicago Metropolitan area may be in apartments or other rental accommodations through NMHC Property Management or other sources as appropriate. Reimbursement will be made for reasonable living expenses including rental costs, utilities and basic telephone service. Reimbursement for rental costs is subject to the approval of NMHC.

Insurance

The expense of any additional insurance coverage or limits, including professional liability insurance, requested by NMHC in excess of that normally carried by the Consultant and the Consultant's subconsultants are reimbursable.

Meals

Meals will be reimbursed on the basis of actual expense up to a daily maximum of \$60.00 per day, for consultant's traveling (from out of state) employees. Meals will not be reimbursed for local employees. Company per diems are not allowed and will not be reimbursed. Receipts are required for all meal expenses.

Reimbursable meals involving more than one person (but paid for by one person) must list all parties by the person who pays, and should only include meals for reimbursable eligible persons.

All meals must be identified under "Meals" in the expense report. Under no circumstance should these expenditures be listed under "Business Meeting." Meals and entertainment expenses involving NMHC

employees are generally not reimbursable except where the expenses are related to a specific project activity, meeting, etc. Such expenses are to be documented as required by IRS regulations and individual organization requirements, but not less than:

- 1.) Name and affiliation of persons attending
- 2.) Date and place
- 3.) Specific business purpose
- 4.) Amount(s)

Meals during working sessions must be as approved by NMHC beforehand.

Costs of alcoholic beverages consumed with meals shall not be reimbursed.

Receipts

Receipts will be required for all expenditures greater than \$25 including meals and taxi/cab fare. Itemized bills for hotel stays are required. Submission of support documentation along with the reimbursement request may be waived at the discretion of NMHC, however, the Consultant must maintain and submit supporting documentation upon request.

Reimbursement for expenses will be based on utilization of NMHC approved travel expense report forms submitted by or through Consultant in accordance with NMHC's normal business and invoicing practices.

Reproductions

The expense of reproductions, postage/handling and delivery of Drawings, Specifications, CADD plots and other documents (excluding reproductions for the office use of the Consultant and the Consultant's subconsultants) are reimbursable at cost.

ADDITIONAL SERVICE EXCEPTIONS

For additional services where professional services are compensated at an hourly rate, the following additional items may be reimbursed to the Consultant at cost:

- 1.) Reproductions, postage/handling and delivery of Drawings, Specifications, CADD plots and other documents.
- 2.) Transportation in connection with the Project outside the Chicago Metropolitan seven (7) county area (excluding taxis between offices and normal commuting expenses).

***Eligible reimbursable expenses shall be reimbursed at actual cost without markup. Payments shall be made by NMHC pursuant to the agreement terms.**

EXHIBIT D

Insurance Coverages Required of Consultant

1. Commercial General Liability including products and completed operations, bodily injury, personal injury, broad form property damage and contractual liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Insurance provided is to be "occurrence" rather than "claims made".
2. Professional Liability with limits of not less than \$2,000,000 per claim and \$2,000,000 in the aggregate, and Consultant shall keep such policy in effect for a minimum of three years after termination of this Agreement.
3. Automobile Liability including coverage for owned, non-owned and hired with limits of not less than \$1,000,000 combined single limit.
4. Workers' Compensation and Employers Liability. Workers' Compensation at statutory limits. Employer's Liability in limits of not less than \$1,000,000 per accident and per disease (each employee and policy limit).
5. Umbrella Liability with limits of not less than \$5,000,000. The umbrella policy must be follow-form over all underlying policies.
6. Each policy of insurance required by this Agreement shall:
 - 6.1. insure Consultant, its employees, agents, designees, directors, officers and trustees;
 - 6.2. shall provide for a minimum of thirty (30) days written notice by the insurer to NMHC of cancellation, non-renewal or material change in coverage;
 - 6.3. shall be primary and non-contributory to any other insurance maintained by any of the Indemnitees;
 - 6.4. shall be placed with an insurance company rated "A" or better by A.M. Best Company or its equivalent; and
 - 6.5. shall provide for a waiver of subrogation in favor of the Indemnitees with the exception of Professional Liability.
7. Indemnitees are to be named as additional insureds on the above Commercial General Liability, Automobile Liability and Umbrella Liability insurance policies.
8. Commercial General Liability and Umbrella Liability policies shall be endorsed for contractual indemnity ISO CG 00 01 01 96 (or equivalent).

Certificate of Insurance
(To be furnished by Consultant)

Diversity Compliance and Reporting

The Consultant and its subconsultants shall participate in the NMHC Diversity Compliance Management System supported by B2GNow to track, monitor and report diversity expenditures through confirmation of contract payments and such other reports and information as requested by NMHC.