

December 10, 2024

VIA EMAIL

Ed Beauvais
Highway Commissioner
Maine Township Highway Department
1401 Redeker Road
Des Plaines, IL 60016

Phone: (847) 297 – 5225
Email: mthighway@mainetown.com

**RE: PROFESSIONAL ENGINEERING SERVICES
CHURCH STREET SIDEWALK AND BIKE LANES
WESTERN AVENUE SIDEWALK
MAINE TOWNSHIP, ILLINOIS
(SPACECO Project No.6421.94)**

Dear Ed:

In response to your request, Spaceco is pleased to provide you with this proposal for professional engineering and surveying services related to the proposed sidewalk and bike lane construction on Church Street from Potter Road to Greenwood Avenue and on Western Avenue from Church Street to Kathy Lane in Maine Township, Illinois. The purpose of these services is to provide surveying, final engineering, and construction engineering services for the proposed work. The following describes our Understanding of the Assignment, Scope of Services, and Fee.

UNDERSTANDING OF THE ASSIGNMENT

- The proposed plan is to construct:
 - Approximately one mile of new bike lane signage and striping along the eastbound and westbound lanes of Church Street from Potter Road to Greenwood Avenue;
 - Approximately 2,000 L.F. of new sidewalk along the north side of Church Street from Home Avenue to Greenwood Avenue;
 - Approximately 1,600 L.F. of new sidewalk along the west side of Western Avenue from Church Street to Kathy Lane.
- Pedestrian signal modifications for the northwest quadrant of the intersection of Greenwood Avenue and Church Street are also required.
- All work to be completed in accordance with your agreement with Cook County for the Invest in Cook grant.

THE WORK

We will prepare the following for the proposed project:

- Topographic Survey
- Final Engineering
- Traffic Signal Engineering (provided by KLOA, Inc.)
- Construction Engineering

BY OTHERS

The following services are not included and are intended to be included in the awarded construction contract:

- Soil testing for CCDD disposal
- Survey layout staking

SCOPE OF BASIC SERVICES

TASK 1 – TOPOGRAPHIC SURVEY: A topographic survey of the proposed sidewalk areas along Church Street and Western Avenue and the intersection of Greenwood Avenue and Church Street will be prepared at a scale of about 1"=20' and a contour interval of one foot. This topographic survey is necessary to establish the existing grades within the apparent R.O.W.'s and up to 15 feet off-site. This also includes picking up the location and elevation of immediately adjacent existing infrastructure that serves the subject project. It is assumed that the pavement, sidewalks, and curb lines are or will be kept free and clear of snow cover.

TASK 2 – FINAL ENGINEERING: This task will consist of the preparation of the design documents for submittal to the Township and permit applications to the regulatory agencies that govern the work.

Preparation of Plan Drawings: The plan drawings will include the final design drawings, technical specifications, and other documentation for the final design of the improvements. The plans will be in English units of measurement. This work will include; plan notes, typical sections, geometric plan, storm sewers where necessary, grading, erosion control, details, and pavement marking/signing.

Construction specifications will be included in the drawings. We will reference the latest version of the "Standard Specifications for Road and Bridge Construction" by the Illinois Department of Transportation, and the latest edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois". Spaceco's preparation of the specifications shall not be construed to relieve the Contractor in any way from his sole responsibility for the quality and workmanship of the work and for strict compliance with the permitted plans and specifications.

Soil Erosion and Sediment Control Plan: We will prepare a Soil Erosion and Sediment Control Plan for inclusion into the Final Engineering Plans. We will also file with the Illinois Environmental Protection Agency (IEPA) a National Pollutant Discharge Elimination Systems (NPDES) Notice of Intent (NOI) form for the work. The plan will include the appropriate notes, details, and specifications that are the anticipated minimum initial controls and measures that will be required during the duration of construction activities until the site is stabilized and the Notice of Termination (NOT) form is filed. This plan is an integral component of the Storm Water Pollution Prevention Plan (SWPPP) that the IEPA requires as part of the NPDES NOI filing.

Spaceco is not responsible for implementation of the Storm Water Pollution Prevention Plan (SWPPP), including maintenance and/or repair of soil erosion and sediment control measures, for compliance with the General NPDES Permit for Storm Water Discharges from Construction Site Activities.

TASK 3 - CONSTRUCTION ENGINEERING: SPACECO, Inc. will provide full-time on-site construction observation during work on the project. We will maintain a project diary and daily reports in accordance with IDOT Documentation of Contract Quantities. This task will include:

- Preparation of bid documents
- Preparation of construction contract with Township Attorney
- Pre-Construction meeting
- Weekly construction progress meetings
- Notices to affected residents
- Project diary
- Inspectors Daily Reports with field quantity measurements
- Change order reviews and recommendations

- Pay estimate reviews and recommendations
- Punch list development and verification

Construction meetings, observation, inspection or testing: Supervision, direction, or surveillance of the work of the Contractor(s), his employees or agents, will not be provided and we shall not be liable for the results of any such interpretations or decisions rendered in good faith. The Contractor(s) will be informed by the Client that neither the presence of SPACECO, Inc. field staff nor the observation by our firm shall excuse the Contractor in any way for defects discovered in the work. We understand that others will provide inspection and testing services. SPACECO, Inc.'s presence on-site shall not be construed to relieve the Contractor in any way from his sole responsibility for the quality and workmanship of the work and for strict compliance with the permitted plans and specifications. SPACECO, Inc. shall not be deemed to be in charge of the work or scheduling of the Contractor's work. SPACECO, Inc. shall not be responsible for construction means, methods, procedures, techniques, sequences, time of performance or safety precautions in the prosecution of the work. SPACECO, Inc. may monitor the Contractor's schedule and may monitor progress for the benefit of the Client and report to the Client when, in SPACECO, Inc.'s opinion work is falling behind schedule. The Client shall hold the Contractor responsible for traffic control and protection on the project 24-hours a day, and the presence of SPACECO, Inc. personnel shall not relieve the Contractor of this responsibility. It is understood that SPACECO, Inc. will not be responsible for job and site safety on this project. Job and site safety shall be the sole responsibility of the Contractor(s). SPACECO, Inc. does not have the right to stop work and will not advise/schedule/coordinate/supervise the Contractor(s) nor the Contractor's means and methods of their work. Construction observation services provided by SPACECO, Inc. staff shall be limited only to and for general compliance with the Contract Documents plans and specifications.

TASK 4 – TRAFFIC SIGNAL PLANS: We will sub-contract with KLOA, Inc for the pedestrian signal modifications to the existing signals at the intersection of Greenwood Avenue and Church Street. A copy of KLOA's proposal is included as Exhibit A to this agreement. It is assumed that this scope is limited to the northwest quadrant of the intersection and that Cook County will not request or require signal upgrades to the entire intersection. To establish a budget for this task we have assumed the maximum plan development cost and two review letter/revisions. Actual fee will be dependent on CCDOTH requirements and reviews.

TASK 5 - CONSULTATION/MEETINGS/CONFERENCE CALLS: SPACECO, Inc. will provide consultation including attendance at group meetings or conference calls with the Client, municipal staff, governmental agencies and utility companies to properly advise the Client of the engineering concerns. This task will be billed at an hourly rate on a Time and Materials basis.

FEES

	<u>Amount</u>
Task 1 – Topographic Survey	\$15,500 Lump Sum
Task 2 – Final Engineering	\$16,000 Lump Sum
Task 3 – Construction Engineering	\$40,000 Hourly, Budget
Task 4 – Traffic Signal Plans	\$11,500 Budget
Task 5 – Consultation	\$ Hourly


Our services will be invoiced monthly on a percent complete basis. Payments are due within thirty days after invoicing.

Work identified as payable on an hourly basis will be billed to you at the rates specified on the enclosed Schedule of Charges for Professional Services. We will establish our contract in accordance with the enclosed General Terms and Conditions, which are expressly incorporated into and are an integral part of this contract for professional services. If you wish to discuss the terms, conditions and provisions of this agreement, I would be pleased to do so at your earliest convenience. We reserve the right to increase our fees by 5% on each annual anniversary of this Agreement. All reproductions and delivery services will be billed to the Client on a cost plus 10% basis.

If this proposal meets with your approval, please sign and return to us for our files.

Sincerely,

SPACECO, Inc.



Ted Ward, P.E.
Construction Department Manager

c: B. Duffy, R. Stawik - SPACECO, Inc.
File Copy

ACCEPTED FOR: _____

BY: _____

TITLE: _____

DATE: _____

August 21, 2024

Mr. Brett Duffy, P.E.
SPACECO, Inc.
9575 W. Higgins Road, Suite 700
Rosemont, Illinois 60018

Re: Traffic Engineering Proposal
Maine Township, Illinois

Dear Brett:

Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) is pleased to submit this proposal for professional traffic engineering services in connection with the proposed sidewalk improvements along Church Street in Maine Township, Illinois. The plans call for the addition of a new crosswalk across the north leg of the existing signalized intersection of Church Street with Greenwood Road. As part of the improvements, the traffic signal will need to be modified to provide new pedestrian signals and/or pushbuttons for crossing the north leg of the intersection.

Scope of Services

We have developed the following scope of services based on our experience with these types of projects and our knowledge of Cook County Department of Transportation and Highways (CCDOTH). Based on that, we have broken down the proposal into two sections:

Section I Traffic Signal Plans
Section II Submittal to and Coordination with CCDOTH

Section I - Traffic Signal Plans

1. Base maps at a scale of one inch = 20 feet will be prepared for the traffic signal plans using the existing and proposed survey and CADD information to be provided by you.
2. Traffic signal plans will be prepared using the base map information from Task 1. The plans will be developed based on CCDOTH standards current at the time said plans will be prepared. The plans will include the following:
 - a. Preliminary, pre-final, and final traffic signal plans
 - b. Cable plan
 - c. Phase designation diagram
 - d. Loop detector detail and general notes
 - e. Technical specifications employing CCDOTH special provisions to the extent that they apply will be assembled
 - f. An engineer's opinion of probable construction cost will be prepared based on the final plans
3. Discussions with representatives from CCDOTH will be held to clarify specific design elements.

Mr. Brett Duffy, P.E.
August 21, 2024
Page 2

Section II - Submittal To and Coordination With CCDOTH

KLOA, Inc. will coordinate with you for the submittal of the Traffic Signal plans to the agencies that have jurisdiction over the subject intersections for the purpose of obtaining approvals of each item. KLOA, Inc. will prepare revised plans and responses to address review comments received from CCDOTH.

Time of Performance

The traffic signal plans will be completed within three to four weeks from receipt of a signed copy of this letter of agreement and receipt of the base maps requested.

Cost of Services

The cost of services rendered by KLOA, Inc. for our professional staff time and direct expenses will be as follows:

Section I -	Traffic Signal Plans	\$8,000 - \$8,500
Section II-	Submittal and Coordination with CCDOTH (Per Review Letter/Revision)	\$750 to \$1,500

Mr. Brett Duffy, P.E.
August 21, 2024
Page 3

Method of Payment

Invoices for services rendered will be submitted every two weeks and will reflect the charges incurred on the project during the previous period. Invoices will show staff time and expenses separately. Invoices are due and payable within 30 days of the invoice date. Payments due KLOA, Inc. are not contingent upon project approval or project financing and are the responsibility of SPACECO, Inc. To the maximum extent permitted by law, SPACECO, Inc. agrees to limit Kenig, Lindgren, O'Hara, Aboona, Inc.'s liability for SPACECO, Inc.'s damages up to the sum of the total fee on this project. This limitation should apply regardless of the cause of action or legal theory pled or asserted.

We are pleased to have this opportunity to continue to offer our professional services to SPACECO, Inc. We will initiate our services on this project upon receipt of a signed copy of this letter of agreement for our files.

Sincerely,

KENIG, LINDGREN, O'HARA, ABOONA, INC.



Dana M. Schnabel, PE, PTOE
Principal Traffic Signal Design Engineer



Luay R. Aboona, PE, PTOE
As its Principal
and Contracting Officer

ACCEPTED AND APPROVED THIS

____ DAY OF _____, 2024

(Signature)

(Typed/Printed Name)

Authorized to Execute Agreements for:

JANUARY 01, 2025

Standard Charges for Professional Services

Hourly Rate

Principal	\$385.00
Vice President	\$315.00
Senior Project Manager	\$210.00
Senior Design Engineer	\$205.00
Senior Project Designer	\$180.00
Project Manager	\$195.00
Project Engineer	\$180.00
Design Engineer	\$155.00
Intern	\$80.00
Construction Department Manager	\$210.00
Construction Engineer II	\$155.00
Construction Engineer I	\$125.00
CAD Manager	\$170.00
CAD Technician II	\$165.00
CAD Technician I	\$150.00
Survey Department Manager	\$240.00
Survey Group Manager	\$200.00
Survey Manager	\$180.00
Project Surveyor	\$170.00
Land Surveyor Technician	\$150.00
One Man Survey Crew	\$160.00
Two Man Survey Crew	\$270.00
Three Man Survey Crew	\$370.00
Hydrographic Boat with Equipment	\$550.00/Day
Administrative Assistant	\$105.00

Reimbursable Expenses

Fax	\$0.50/page
Outside copy service, messenger, overnight delivery, photos	Cost + 10%
Mileage	\$0.67/mile
Electronic Transfer	\$40.00
Drone	\$200/day
GPS Unit	\$150.00/day

Spaceco reserves the right to increase these rates and costs by 5% after December 31, 2025.

Rosemont

P:(847) 696-4060

9575 W. Higgins Rd, Suite 700
Rosemont, IL 60018

SPACECO, INC.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: SPACECO, Inc. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts or failure to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage arising out of the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Illinois. Claims, disputes or other matters in questions between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be subject to and decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association currently in effect, but only in the case where a mutual resolution cannot be reached.
13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and agrees to indemnify and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontractors entered into in furtherance of the general contract.

28. Jobsite Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

Where the term "Defend" is used in contract documents between the Client and Engineer, the term is mutually understood to apply to the Engineer's General Liability and Automotive Insurance policies only, and not their Professional Liability policy. The Engineer's General Liability and Automotive Insurance policies will provide defense costs on behalf of the Client to the extent they are covered as additional insured on said policies.

30. Hazardous Materials: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.