



EXHIBIT A

CHRISTOPHER B. BURKE ENGINEERING, LTD.

16221 W. 159th Street Suite 201 Lockport, Illinois 60441 TEL (815) 770-2850

March 4, 2024

City of Crest Hill
20600 City Center Blvd
Crest Hill, IL 60403

Attention: Ron Wiedeman, City Engineer

Subject: Proposal for Professional Preliminary Engineering Services
Crest Hill Business Park Alternative Truck Route
Preliminary Engineering Design (Phase B)
Crest Hill, Illinois

Dear Mr. Wiedeman:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional preliminary engineering design services related to the City of Crest Hill Business Park Alternative Truck Route. Included in this proposal is our Scope of Services and Fee Estimate.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands that the City of Crest Hill would like to construct a new truck route connecting Division Street to Weber Road to allow for truck restrictions to be established along the portion of Division Street between Churnovic Drive and Weber Road.

In November 2022, the City updated their comprehensive plan in the area of the Crest Hill Business Park to create a more detailed sub-area plan for the area bounded by Division Street, Weber Road, Gaylord Street, and the CN Railroad, including evaluation of changes to traffic flow and truck routes in the area. The business park, located directly west of the new City Hall, is planned for a variety of warehousing and commercial land uses, and the majority of future development eastward towards Weber Road is anticipated to be industrial in nature.

The preliminary engineering effort to be completed under this agreement will develop preliminary roadway and drainage designs for the new truck route utilizing the Conceptual Land Plan – B Alternative (dated October 25, 2022) from the comprehensive plan update and separate Traffic Study (dated February 16, 2022) as its basis. The proposed roadway will consist of a 3-lane urban roadway section with sidewalk and multi-use path within an 80-foot right-of-way. The proposed roadway will consist of a continuous roadway alignment along starting at the Churnovic Lane/Division Street intersection south along existing Churnovic

Lane, east along Lidice Parkway, south along Enterprise Boulevard, and along the new roadway extending south from Enterprise Boulevard and eastward to the Crest Hill Drive/Weber Road intersection. Minor intersection improvements will be made at the Churnovic Lane/Weber Road signalized intersection, including the addition of an eastbound right turn lane and potentially an auxiliary right turn lane on Division Street between Advantage Avenue and Churnovic Lane. Alternative intersection improvements will also be evaluated at the intersection of Lidice Parkway and Enterprise Drive. With respect for the new truck route's east terminus at Weber Road, one alignment concept is anticipated involve constructing it as the west leg of the Crest Hill Drive/Weber Road intersection with minimal improvements to the north, south, and east legs of the truck route/Weber Road intersection, aside from traffic signal modifications and pavement striping. A secondary alignment concept for the proposed roadway will be developed to tee into Weber Road approximately a quarter mile to the north, including the evaluation of a signal at this location.

CBBEL will evaluate potential alignment options to create a continuous roadway alignment, along with appropriate intersection treatments to maintain existing roadways. The alignment design should support existing adjacent land uses and factor in planned development. CBBEL will also evaluate stormwater management needs and potential locations for the proposed roadway.

The preliminary engineering study will include work necessary to advance the roadway and stormwater management design to approximately a 30% level. This effort will utilize the desktop environmental analysis completed by CBBEL under a separate contract and will not include a full environmental analysis that would be required for formal Phase I Engineering, as it is not anticipated that federal funds will be utilized for this project. The key outcomes of the preliminary Engineering effort will be to establish the preferred preliminary alternative roadway and stormwater design and to identify the associated property acquisition needed to implement the improvement, including stormwater management needs. In addition, a preliminary estimate of construction, engineering, and land acquisition costs will be prepared.

SCOPE OF SERVICES

Based on our Understanding of the Assignment, we propose the following Scope of Services.

PRELIMINARY DESIGN

Task 1 – Preliminary Intersection Design: This task includes preliminary design and layout of the Division Street/Churnovic Lane and Weber Road/Crest Hill Drive signalized intersections, as well as Division Street/Advantage Avenue, Lidice Parkway/Enterprise Drive and New Roadway/Weber Road (1/4 mile north of Crest Hill Drive). The recommendations from the February 16, 2022, Crest Hill Business Park Traffic Study will be utilized. The following improvements are anticipated:

- Division Street at Churnovic Lane: Add an exclusive eastbound right turn lane with associated signal modifications to accommodate the truck traffic. Evaluate benefits of extending the turn lane westward to Advantage Avenue to function as an auxiliary turn lane.

- Division Street at Enterprise Drive: Evaluate potential improvements to prohibit and/or discourage trucks from accessing Division Street from Enterprise Drive.
- Crest Hill Drive at Weber Road: Removal of the split phased phasing, and conversion of the existing shared through/left lane to an exclusive left and conversion of the exclusive right turn lane to a shared through/right lane. Signal modifications to accommodate new west leg.
- New Truck Route at Weber Road Intersection (1/4 mile north of Crest Hill Drive): A new intersection will be evaluated at this location and evaluated for signal warrants. Assuming a signal is warranted, peak hour capacity analysis will be performed along with queue analysis. The preliminary geometric design, including auto turn analysis, will be performed.
- Lidice Parkway at Enterprise Drive: Design analysis will be performed at this intersection, which is anticipated to be modified to connect Lidice Parkway to the south leg of the intersection (Enterprise Drive). Geometric alternatives for the intersection will be evaluated, although it is anticipated that the north leg of the intersection will tee into the new truck route, with traffic control measures (stop sign, signal, etc.) to be determined based on traffic data and traffic projections.

This task will include collection of 24-hour traffic tube counts on Enterprise Drive south of Division Street and at Enterprise Drive north of Lidice Parkway to identify the truck traffic that would be anticipated to utilize the Lidice Parkway/Enterprise Drive in the proposed scenario where trucks are prohibited on Division Street between Churnovic Lane and Weber Road. Additionally, driveway counts will be conducted at four locations along Enterprise Drive to better understand traffic flow in/out of the adjacent industrial properties, which will factor into potential entrance modifications. A capacity analysis will be performed at Lidice Parkway and Enterprise Drive under the proposed condition to assess performance and queueing.

Red-Time and 95th Percentile queue tables will be developed for intersections as appropriate. Additionally, AutoTurn analyses with the designated design vehicles will be performed for intersections to confirm that intersection geometry conforms to applicable design criteria.

Task 2 – Concept Alternative Design (15%): This task includes preparation of up to four (4) concept roadway alternatives.

Up to 4 roadway alignment alternatives for the new truck route will be developed and evaluated. The “B Alternative” from the Crest Hill Business Park Conceptual Land Plan will be utilized as the initial basis for the alignment alternative development as well as typical truck route roadway section.

Concept geometric design will be prepared for each alternative along with development of preliminary vertical profiles for new roadway portions of the corridor. The concept alternatives will be displayed in a plan view roll plot exhibit. Profile designs will be prepared as separate roll plots. A summary evaluation table will be prepared to assist the City in selecting the preferred concept alternative. The concept alternative evaluation will factor in mobility/accessibility, land-use compatibility, environmental impacts, social economic impacts, and cost.

Each corridor alternative will be evaluated with auto turn analysis to confirm ingress/egress from adjacent industrial/commercial properties, as well as to confirm curb line encroachment for the WB-65 design vehicle. Access relocation may be required at several locations and design analysis will be performed at these locations.

Intersection and stopping sight distance evaluation will be conducted to confirm clear zone requirements for each alternative at side streets and driveways.

Task 3 – Preliminary Roadway Design (30%): This task includes the preparation of preliminary roadway design for the selected concept design alternative carried forward from Task 2. It is anticipated that two design submittals will be made to the City following the initial concept design submittal. City design standards along with IDOT Bureau of Local Roads & Streets design guidelines will be utilized.

Roadway plan and profile sheets will be prepared at a scale of 1"=20' to meet applicable IDOT and City design criteria. Typical sections for the proposed improvement will be developed concurrently. Cross sections will be developed showing existing/proposed conditions at 100-foot intervals and at all side streets, driveways and other grade controlling features to confirm necessary property acquisition. A 3-D surface will be developed to assist with the right-of-way analysis and proposed grading. The cross-sections will show existing right-of-way, existing grade, and proposed grade (top surface only). It is anticipated that approximately 88 cross section sheets and 14 roadway plan/profile sheets will be developed and submitted to the City for review and approval.

This task will also include identification of major pay items, calculation of project quantities, and preparation of a preliminary project cost estimate. The cost estimate will include project implementation costs, including construction, right-of-way acquisition, engineering, permitting, and appropriate contingencies.

Task 4 – Preliminary Stormwater Management Design: This task includes preparation of preliminary stormwater management design for the selected concept design alternative carried forward from Task 2.

CBBEL will establish existing drainage conditions and outfalls within the project study area. Detention requirements will be determined, and preliminary detention design will be performed, evaluating potential detention alternative locations for the selected alternative. The potential detention size/location will be displayed on the proposed concept alternative exhibits.

CBBEL will assist the City in selecting the preferred detention alternative, and CBBEL will prepare concept grading design. Additionally, CBBEL will identify major pay items, calculate quantities, and prepare a preliminary project cost estimate. The cost estimate will include project implementation costs, including construction, right-of-way acquisition, engineering, permitting, and appropriate contingencies.

Task 5 – Agency/Stakeholder Coordination: This task will include coordination with project stakeholders, including City staff, Will County, and other agencies as directed by the City. This task includes preparation of meetings agendas and meeting summaries for agency coordination meetings.

- This task includes meetings with various agencies, including:
- City Kickoff Meeting (1)
- City Design Meetings (4)
- Will County Division of Transportation Meetings (1)
- Miscellaneous Business/Stakeholder meetings at the City's direction (6)
- City Council Meetings (2)

No formal public engagement activities are included.

Task 6 – Project Design Report: A draft Project Design Report will be prepared for submittal to the City for review. A narrative report will be prepared summarizing the purpose, existing conditions, alternatives considered, preferred alternative design, and conclusion/next steps. This task also includes preparation of supporting materials and compilation of necessary attachments. Attachments are anticipated to include Location Map, Typical Sections, Traffic Data, Proposed Improvement Plans, Capacity/Queue Analysis, Crash Analysis, Drainage, Environmental Assessment, Engineers Estimate of Cost, and Coordination.

A final Project Design Report will be prepared addressing City comments and incorporating final project information.

Task 7 – Project Administration and Management: This task includes overall project administration and management, as well as implementation of CBBEL's Quality Assurance plan for preliminary engineering. Project administration includes the day-to-day work effort on the project to ensure an efficient project development process including work force allocations, budget oversight, monthly progress reviews to ensure project milestones are being met to the extent possible, and periodic progress coordination meetings.

Direct Costs

Direct costs are included for vehicle travel and printing to support meetings, site visits, and other scoped items.

ESTIMATE OF FEE

We have determined the following fees for each of the tasks described in this proposal.

<u>Task</u>	<u>Fee</u>
PRELIMINARY DESIGN	
Task 1 – Preliminary Intersection Design	\$ 47,625
Task 2 – Concept Alternative Design (15%)	\$ 46,535
Task 3 – Preliminary Roadway Design (30%)	\$ 56,185
Task 4 – Preliminary Stormwater Management Design	\$ 12,030
Task 5 – Agency/Stakeholder Coordination	\$ 34,120
Task 6 – Project Design Report	\$ 11,480
Task 7 – Project Administration and Management	\$ 18,480
Direct Costs	\$ 1,000

TOTAL NOT-TO-EXCEED FEE: \$ 227,455

We will bill you at the hourly rates specified in the attached Schedule of Charges and establish our contract in accordance with the previously agreed to General Terms and Conditions. We will not exceed the fee without written permission of the client. The General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,

A handwritten signature in blue ink, appearing to read 'MK', with a long horizontal stroke extending to the right.

Michael E. Kerr, PE
President

Encl. Schedule of Charges
Crest Hill General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND
CONDITIONS ACCEPTED FOR THE CITY OF CREST HILL.

BY: _____
TITLE: _____
DATE: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI	275
Engineer V	235
Engineer IV	200
Engineer III	175
Engineer I/II	155
Survey V	240
Survey IV	220
Survey III	200
Survey II	160
Survey I	135
Engineering Technician V	215
Engineering Technician IV	190
Engineering Technician III	140
Engineering Technician I/II	125
CAD Manager	210
CAD II	155
GIS Specialist III	175
Landscape Architect	200
Landscape Designer III	155
Landscape Designer I/II	120
Environmental Resource Specialist V	235
Environmental Resource Specialist IV	190
Environmental Resource Specialist III	150
Environmental Resource Specialist I/II	125
Environmental Resource Technician	140
Business Operations Department	160
Engineering Intern	75
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

These rates are in effect until December 31, 2024, at which time they will be subject to change.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS WITH THE CITY OF CREST HILL

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (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 of failures 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.

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.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

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. For the purposes of this Agreement, the parties acknowledge that such information shall be confidential and proprietary and shall not be used by Engineer for any purpose without Client's written consent.

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.
10. Indemnification: Engineer shall indemnify and hold harmless Client from loss or expense, including reasonable attorney's fees for claims for personal injury (including

death) or property damage to the extent caused by 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 or 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 judgement 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 & Dispute Resolutions: 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**.

The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of Illinois without regard to the conflict of law provisions. The parties hereto irrevocably agree that all actions or proceedings in any way, manner or respect arising out of or from or related to this Agreement shall be only litigated in the Circuit Court, Twelfth Judicial Circuit, Will County, Illinois. Each party hereby consents and submits to personal jurisdiction in the State of Illinois and waives any right such party may have to transfer the venue of any such action of proceeding.

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. 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 also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

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.

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. Payment shall be made by the Client according to the terms and provisions of the Illinois Prompt Payment Act, Engineer will provide to the Client a detailed statement of tasks performed by it and reimbursement for expenses, if any. The maximum interest rate under this Section shall be the amount set forth in the Act.

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 judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith.

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.

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 to the fullest extent permitted by law, agrees to indemnify and hold harmless 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 subcontracts entered into in furtherance of the general contract.

28. Job Site 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. Hazardous Materials/Pollutants: 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/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.