



January 3, 2025

Mr. Don Sattler
Village President
Village of Poplar Grove
200 North Hill Street
Poplar Grove IL 61065

Re: *McMahon Associates, Inc.-
Insurance Coverage & General Terms and Conditions
McM Number M0032-07-25-00001*

Dear President Sattler:

As you are aware, McMahon provides a diversified array of professional engineering services to the Village of Poplar Grove; ranging from general municipal engineering services, subdivision plan and plat reviews, maintenance projects, capital improvement planning, grant applications and administration, as well as design, bid, and construction engineering services for major infrastructure projects. McMahon is an *Engineering News Record* Top 500 Firm that has been recognized through national awards for our client's projects. Our goal is to provide superior client service and to be viewed as though our staff is a member of *your* staff. And, you should be aware that McMahon carries comprehensive insurance coverage and conducts business with the Village of Poplar Grove under its terms of its General Terms and Conditions unless agreed to otherwise. I have attached a copy of McMahon's General Terms and Condition to this letter for the Village's records.

We feel very fortunate to be a member of the Village's team, and we wish to thank the Village for the opportunity to serve in the role of Village Engineer. Please do not hesitate to contact me at (815) 636-9590 with any questions, or if I may provide additional information.

Yours very truly,

McMAHON Associates, Inc.

A handwritten signature in black ink, appearing to read "Chris Dopkins", is written over the printed name and title.

Christopher D. Dopkins, P.E.
Municipal & Civil Project Manager/Associate

Attachments: McMahon Company Overview and List of Services Provided
McMahon's General Terms and Conditions

ABOUT US

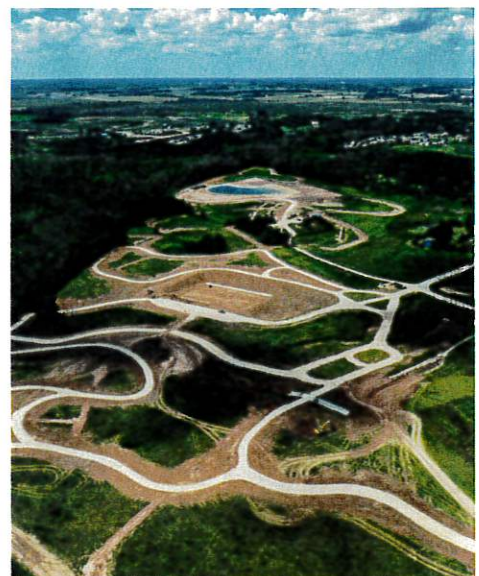
SERVICE INSPIRED

McMahon is an established engineering, architecture and consulting firm with more than a century of experience.

We began in 1909 serving the Wisconsin Fox Valley and since then have expanded our reach to work with clients and projects across the country and even around the world. Our firm is headquartered in Neenah, Wisconsin with offices in Illinois and Indiana.

As our company expands and evolves, we remain true to our core principles that have defined us for more than a century: outstanding service, unparalleled client satisfaction and building relationships that last. We are proud of the strong reputation we have earned among our clients and long-term partnerships we have developed.

As we look forward to the future, we are excited for what is to come – new clients to serve and new opportunities to build a better future for our clients and communities.



McMAHON
ENGINEERS ARCHITECTS

920.751.4200 MCMGRP.COM

BUSINESS INFORMATION

At McMahon, we believe in long-term client relationships. 85% of McMahon clients are repeat customers. Building relationships with our clients is the foundation to the success of our company and it's been a part of the McMahon philosophy from the company's very beginning in 1909.

PRINCIPALS

Paul Benedict PE, SE | PRESIDENT
pbenedict@mcmgrp.com | 920.751.4200 x264

Michael McMahon AIA, NCARB | EXECUTIVE VICE PRESIDENT
mmcmahon@mcmgrp.com | 920.751.4200 x330

Matthew Greely PE | EXECUTIVE VICE PRESIDENT
mgreely@mcmgrp.com | 920.751.4200 x226

Vic Lutz | CFO
vlutz@mcmgrp.com | 920.751.4200 x247

REGIONAL OFFICES

MACHESNEY PARK ILLINOIS
Chris Dopkins PE | ASSOCIATE
cdopkins@mcmgrp.net | 920.751.4200 x264

VALPARAISO INIDANA
John Sturgill RLA | VICE PRESIDENT
jmsturgill@mcmgrp-in.com | 219.462.7743 x501



McMAHON ASSOCIATES, INC.

1445 McMahon Drive
Neenah, WI 54956

Mailing: PO Box 1025
Neenah, WI 54957-1025

P 920.751.4200 | F 920.751.4284

115 YEARS
SERVICE INSPIRED SINCE 1909

STAFFING

ENGINEERING PERSONNEL

Project Managers	15
Engineers	35
Engineering Technicians	18
Ecologists/Scientists	3
Designers	9

ARCHITECTURAL PERSONNEL

Project Managers	2
Registered Architects	5
Designers	4

LAND SURVEY PERSONNEL

Professional Land Surveyors	5
Land Survey Technicians	10

PUBLIC SAFETY & MUNICIPAL MGT

Public Safety Specialists	16
Public Management Specialists	5

SUPPORT PERSONNEL

Accounting	6
Grant Specialist/Writer	1
GIS Specialists	2
Construction/Operations Services	10
Marketing/Business Development	3
Administrative Assistants	9
IT	1

TOTAL EMPLOYEES 159

#STATES
LICENSED TO
PRACTICE **23** ENGINEERS
15 ARCHITECTS
15 COMPANY LICENSED
TO PRACTICE

RELATIONSHIP
BUILDING
REPEAT CLIENTS **85%**

ENR **TOP 500** DESIGN FIRM



WHY WORK WITH US

AN UNPARALLELED PROJECT EXPERIENCE

With an emphasis on collaboration and communication, our team is committed to understanding our clients' objectives, connecting with their vision and making it happen.

Through every service we provide, our focus is on producing an end result that is of quality and, equally as important, earning the trust of and building long-term relationships with our clients.

When you choose McMahon for a project, you're gaining a member of your team. We share in your excitement and problem-solve challenges right along with you. We respect what you do and any constraints you may be under. Our experience allows us to see the promise behind your ideas, and we have the diverse expertise to help transform those ideas into reality.

McMAHON
ENGINEERS ARCHITECTS

920.751.4200 MCMGRP.COM

AT YOUR SERVICE

McMAHON OFFERS A WIDE RANGE OF SERVICES THROUGH OUR SKILLED IN-HOUSE TEAM

ENVIRONMENT & INFRASTRUCTURE

- Municipal Engineering
- Transportation
- Water Resources
- Environment & Ecology
- Site Development
- Land Surveying
- GIS Development/Geospatial Technologies

ARCHITECTURE

- Facility Condition Assessments
- Site and Building Master Planning
- Project Programming and Budgeting
- Interior Design
- Project Visualizations (Still/Animated)

WATER & WASTEWATER

- Drinking Water
- Wastewater
- Renewable Fuels/Waste-to-Energy

STRUCTURES & BUILDING SYSTEMS

- Structural Engineering
- Electrical/Controls
- Mechanical HVAC & Plumbing Design

INDUSTRIAL ENGINEERING

- Existing Facility Studies
- Project Planning and Budgeting
- Integrating Facilities and Process Equipment

PUBLIC SAFETY & MUNICIPAL MANAGEMENT

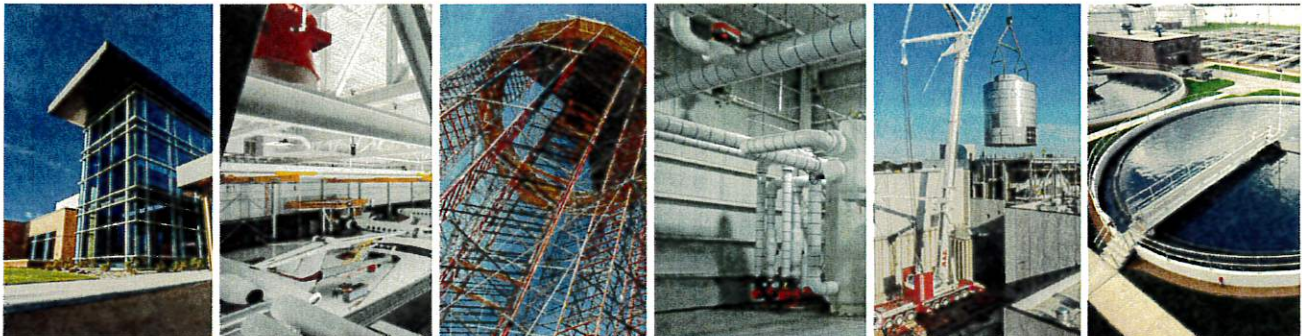
- Public Safety and Emergency Management
- Public Management
- Security Services
- Building Inspections

VALUE ADDED SERVICES

- Funding Strategies and Grant Assistance
- Construction Administration
- Construction and Operations Services
- Engineered Construction Management

WHO WE SERVE

- | | | |
|------------------|--------------------|---|
| ▪ Municipalities | ▪ Food & Beverage | ▪ Emergency Response |
| ▪ Commerce | ▪ Pulp & Paper | ▪ Hospitality/Athletics/
Entertainment |
| ▪ Healthcare | ▪ Aviation | ▪ Cultural/Faith-based |
| ▪ Education | ▪ Transportation | ▪ Community/Private Residential |
| ▪ Agriculture | ▪ Tribal | |
| ▪ Manufacturing | ▪ Energy/Utilities | |



McMAHON
ENGINEERS ARCHITECTS

920.751.4200 MCMGRP.COM

FULL-SERVICES DETAIL

ENVIRONMENT AND INFRASTRUCTURE

MUNICIPAL SERVICES

- Complete infrastructure planning, design & specifications
- Parks & recreation
- Bidding/construction services
- Mapping services

TRANSPORTATION

- Highway & street design
- Bridges & retaining walls
- Traffic studies, environmental assessments & reports
- Signalization & lighting
- Trails & enhancements
- Construction services

WATER RESOURCES

- Stormwater quality
- Stormwater volume
- Flood control
- Stream corridor restoration
- Implementation & monitoring
- Agency coordination & permitting

GEOSPATIAL SOLUTIONS

- GIS development
- Geospatial solutions

SITE DEVELOPMENT

- Infrastructure planning/layout/design
- Municipal/regulatory agency coordination & permitting

ENVIRONMENT & ECOLOGY

- Environmental site assessments
- Petroleum release investigations/remediation
- Wetland delineation & mitigation
- Ecological assessments, restoration plans & management
- Prairie design & management
- Endangered species assessments

LAND SURVEYING

- Land planning; subdivision, condominium & assessor's plats
- Highway right-of-way plats
- Certified survey maps
- Legal descriptions
- Topographic/FEMA flood plain surveys
- Construction staking
- ALTA/NSPS land title surveys
- Property boundary retracement
- Expert witness testimony

Markets: Municipal/Govt, Industrial, Commercial/Retail, Education, Healthcare, Cultural, Private Sector

WATER AND WASTEWATER

DRINKING WATER

- Water supply, pumping & treatment systems
- Storage & distribution systems
- Disinfection & control systems

WASTEWATER

- Municipal & industrial wastewater treatment
- Wastewater treatment, nutrient removal & biosolids management
- Wastewater pretreatment
- Facilities planning
- Full-service design
- Permitting assistance
- Start-up assistance & operator training
- Collection system evaluations

RENEWABLE FUELS / WASTE-TO-ENERGY

- Renewable energy facilities planning & design
- Municipal & industrial anaerobic digestion
- Waste assessments
- Feasibility studies
- Troubleshooting & bench testing
- Nutrient recovery
- Full-service design & construction

Markets: Municipal, Industrial, Agriculture

STRUCTURES AND BUILDING SYSTEMS

STRUCTURAL

- Studies & cost estimating
- Analysis & design of building structures, water & wastewater facilities, dams & bridges and rehab projects

ELECTRICAL/CONTROLS

- Power Distribution System Design
- Instrumentation & Controls Design
- Standby Power
- Lighting

MECHANICAL HVAC

- Air systems & distribution
- Hydronic systems & distribution
- Specialty systems design
- Geothermal design & feasibility studies
- Solar heating and solar photovoltaic
- Building automation systems & retrofits
- Temperature controls systems consolidation
- Critical systems audits
- Facilities studies
- Energy efficient design

PLUMBING DESIGN

- Site utilities
- Building plumbing design

Markets: Industrial, Manufacturing, Agriculture, Commercial, Education, Healthcare, Municipal

INDUSTRIAL ENGINEERING

- Existing facility studies
- Project planning and budgeting
- Detailed plans/specifications for construction
- Construction & start-up services

Markets: Food & Beverage, General Industrial, Paper, Aviation, Agriculture, Warehousing

ARCHITECTURE

- Master planning
- Project programming & budgeting
- Project visualizations: still or animated
- Building design & contract documents
- Interior design
- Building information modeling (BIM)
- Lean architecture
- Project administration

Markets: Commercial/Retail, Municipal/Govt., Healthcare, K12 Education, Higher Education, Industrial, Cultural, Residential

PUBLIC SAFETY & MUNICIPAL MANAGEMENT

- Public Safety & Emergency Management
- Public Management
- Security Services
- Building Inspections

Markets: Municipal/Govt., K-12, Commercial, Utilities, Fire/Police/EMS, and support for all engineering and architectural design projects

CONSTRUCTION SERVICES

- Construction cost estimates
- Project scheduling
- Project management
- On-site observations
- Start-up services

Markets: Project and client support

OPERATIONS SERVICES

- Wastewater treatment operations recommendations
- Staff training
- Sample collection
- Site visits/record maintenance of visits
- Routine operational control testing recommendations
- Communications with DNR concerning operation issues

Markets: Municipal, Industrial, Private

FUNDING STRATEGIES & GRANT ASSISTANCE

- Federal, state & local opportunities
- Grant/loan research, applications & management for:
 - Clean Water Fund
 - Safe Drinking Water Loan Program
 - USDA Rural Development
 - Community Development Block Grants

ENGINEER-LED CONSTRUCTION MGT

ENGINEER-LED CONSTRUCTION MGT

- Municipal, industrial, commercial
- Complete McMahon engineering/architectural design resources
- Construction bidding services
- Construction project management
- Project accounting

Markets: support for all engineering and architectural design projects

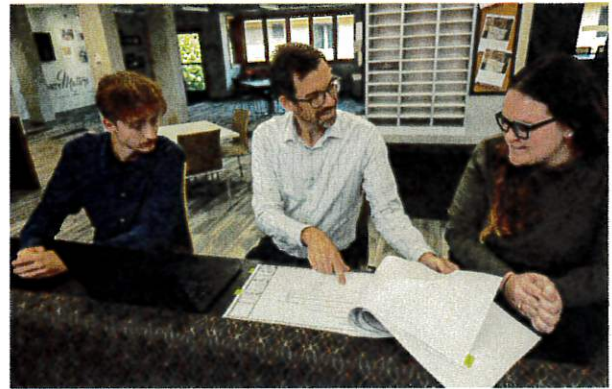
THE McMAHON WAY

IT'S ABOUT VALUES, CULTURE AND RELATIONSHIPS

Our service-inspired philosophy, called The McMahon Way, is a combination of values, culture and relationships that helps us deliver exceptional results.

Our **values** are at the core of everything we do. We hire people who share our values of integrity and service. When you work with us, you can expect a team of professionals who are honest, hardworking, and dedicated to excellence.

Our **culture** is all about empowerment. We give our project teams the freedom to operate and innovate in the best interest of the project and the client. We entrust our employees to interact with the project owners, which gives our clients the opportunity to work directly with our technical experts. We have found that this commitment leads to better project collaboration and increased client satisfaction.



The most important aspect of The McMahon Way is our focus on **relationships**. We take pride in building long-lasting relationships, which starts with taking the time to truly understand your needs, expectations, and challenges. We strive to create a successful project experience every time we work with you, earning your confidence and becoming a trusted partner you can rely on.



McMAHON
ENGINEERS ARCHITECTS

920.751.4200 MCMGRP.COM

COMMUNITY MATTERS

A MEASURABLE AND MEANINGFUL IMPACT

The wellbeing of our communities is what fulfills us as individuals and as an organization.

We are committed to the communities where we live and work. We firmly believe that actively participating in our communities is not just a social responsibility, but also a key factor in creating a better future for everyone.

Through our sponsorships and partnerships, we have supported a variety of local initiatives. We also offer pro-bono services, using our collective professional experience and knowledge to support local causes that enhance our communities.

Many of our team members are also personally involved with local organizations, lending their time, energy and expertise to causes they feel strongly about. They're making a positive difference each day – one that extends far beyond the walls of our office.



1. STANDARD OF CARE

- 1.1 **Services:** McMahon Associates, Inc. (McMahon) shall perform services consistent with the professional skill and care ordinarily provided by engineers/architects practicing in the same or similar locality under the same or similar circumstances. McMahon shall provide its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- 1.2 **Client's Representative:** McMahon intends to serve as the Client's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Client as a professional. Any opinions of probable project costs, approvals and other decisions made by McMahon for the Client are rendered based on experience and qualifications and represent our professional judgment. This Agreement does not create, nor does it intend to create a fiduciary relationship between the parties.
- 1.3 **Warranty, Guarantees, Terms and Conditions:** McMahon does not provide a warranty or guarantee, expressed or implied, for professional services. This Agreement or contract for services is not subject to the provisions of uniform commercial codes. Similarly, McMahon will not accept those terms and conditions offered by the Client in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

2. PAYMENT AND COMPENSATION

- 2.1 **Invoices:** McMahon will bill the Client monthly with net payment due in 30-days. Past due balances shall be subject to an interest charge of 1.0% per month. Client is responsible for interest charges on past due invoices, collection agency fees and attorney fees incurred by McMahon to collect all monies due McMahon. Client is responsible for all taxes levied on professional services and on reimbursable expenses. McMahon and Client hereby acknowledge that McMahon has and may exercise lien rights on subject property.
- 2.2 **Reimbursables:** Expenses incurred by McMahon for the project including, but not limited to, equipment rental will be billed to the Client at cost plus 10% and sub-consultants at cost plus 12%. When McMahon, after execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Client has been notified and agrees to these costs.
- 2.3 **Changes:** The stated fees and Scope of Services constitute McMahon's professional opinion of probable cost of the fees and tasks required to perform the services as defined. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. Changes by the Client during design may necessitate re-design efforts. McMahon will promptly inform the Client in writing of such situations so changes in this Agreement can be negotiated, as required.
- 2.4 **Delays and Uncontrollable Forces:** Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Client's failure to provide specified facilities or information, or for force majeure delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, infectious diseases or pandemics, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.

3. INSURANCE

- 3.1 **Limits:** McMahon will maintain insurance coverage in the following amounts:

Worker's Compensation.....	Statutory
General Liability	
Bodily Injury - Per Incident/Annual Aggregate	\$1,000,000 / \$2,000,000
Automobile Liability	
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
Professional Liability Coverage.....	\$2,000,000

If the Client requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Client.

McMahon's liability to Client for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract or based on tort, breach of contract, or any other theory, is limited to ten (10) times McMahon's fee not to exceed to \$250,000.

- 3.2 **Additional Insureds:** Upon request and to the extent permitted by law, McMahon shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Client as an additional insured for claims caused in whole or in part by McMahon's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Client's insurance policies and shall apply to both ongoing and completed operations.

To the extent permitted by law, Client shall cause the contractor, if any, to include McMahon as an additional insured on contractor's Commercial General Liability, Automobile Liability and Excess or Umbrella policies to include McMahon as an additional insured for claims caused in whole or in part by contractor's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of McMahon's insurance policies and shall apply to both ongoing and completed operations.

4. CLAIMS AND DISPUTES

- 4.1 **General:** In the event of a dispute between the Client and McMahon arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. The Client and McMahon agree to first attempt to resolve the dispute by direct negotiation.
- 4.2 **Mediation:** If an agreement cannot be reached by the Client and McMahon unresolved disputes shall be submitted to mediation per the rules of the American Arbitration Association. The Client and McMahon shall share the mediator's fee and any filing fees equally.
- 4.3 **Binding Dispute Resolution:** If the parties do not resolve a dispute through mediation the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

5. TERMINATION OR SUSPENSION

- 5.1 Client: Termination of this Agreement by the Client shall be effective upon seven (7) day written notice to McMahon. The written notice shall include the reasons and details for termination; payment is due as stated in above Section 2.
- 5.2 McMahon: If the Client defaults in any of the Agreements entered into between McMahon and the Client, or if the Client fails to carry out any of the duties contained in these Terms & Conditions, McMahon may, upon seven (7) days written notice, suspend its services without further obligation or liability to the Client unless, within such seven (7) day period, the Client remedies such violation to the reasonable satisfaction of McMahon.
- 5.3 Suspension for Non-Payment: McMahon may, after giving 48-hours' notice, suspend service under any Agreement until the Client has paid in full all amounts due for services rendered and expenses incurred.

6. COPYRIGHTS AND LICENSES

- 6.1 Instruments of Service: McMahon and its subconsultants shall be deemed the author and owner of their respective Instruments of Service (IOS), including the Drawings, Specifications, reports, and any computer modeling (BIM, etc.), and shall retain all common law, statutory and other reserved rights, including copyrights.
- 6.2 Licenses: McMahon grants to the Client a nonexclusive license to use McMahon's IOS solely and exclusively for the purposes of constructing, using, and maintaining the project, provided that the Client substantially performs its obligations under this Agreement, including prompt payment of all sums due.
- 6.3 Re-use: Use of IOS pertaining to this project by the Client for extensions of this project or on any other project shall be at the Client's sole risk and the Client agrees to defend, indemnify, and hold harmless McMahon from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the IOS by the Client or by others acting through the Client.

7. AGREEMENT CONDITIONS

- 7.1 The stipulated fee is firm for acceptance by the Client within 60-days from date of Agreement publication.
- 7.2 Modifications: This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties.
- 7.3 Governing Law: This Agreement shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules.
- 7.4 Mutual Non-Assignment: The Client and McMahon, respectively bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Client nor McMahon shall assign this Agreement without the written consent of the other.
- 7.5 Severability: The invalidity of any provision of this Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.
- 7.6 Third Party: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against McMahon.

8. MISCELLANEOUS PROVISIONS

- 8.1 Additional Client Services: The Client agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Client's purpose.
- 8.2 Means and Methods: McMahon is not responsible for direction or supervision of construction means, methods, techniques, sequence, or procedures of construction selected by contractors or subcontractors, or the safety precautions and programs incident to the work of the contractors or subcontractors.
- 8.3 Purchase Orders: In the event the Client issues a purchase order or other instrument related to McMahon's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If the Client does issue a purchase order, or other similar instrument, it is understood and agreed that McMahon shall indicate the purchase order number on the invoice(s) sent to the Client.
- 8.4 Project Maintenance: The Client (or Owner if applicable) shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Client or Owner. McMahon shall have no responsibility for such issues or resulting damages.
- 8.5 Consequential Damages: Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or the Design Professional, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 8.6 Corporate Protection: It is intended by the parties to this Agreement that McMahon's services in connection with the project shall not subject McMahon's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against McMahon, a Wisconsin corporation, and not against any of McMahon's employees, officers, or directors.
- 8.7 Contingency: McMahon's professional services are not a warranty or guarantee. The project will evolve and be refined over time. The Client shall provide appropriate contingency for design and construction costs consistent with the reasonable progression of the project. The Client and McMahon agree that revisions due to design clarifications or omissions which result in changes in work during the construction phase which amount to 5% or less of construction costs shall be deemed within the contingency and consistent with the professional standard of care. The Client agrees to make no claim for costs related to changes in work within this threshold. Claims in excess of this threshold shall be resolved per the dispute resolution process.
- 8.8 Project Costs Associated with Agency Plan Review: McMahon will not be responsible for additional project costs due to changes to the design, construction documents, and specifications resulting from the agency plan review process. The project schedule shall either allow for the agency plan review process to occur prior to the Bid Phase or if this review occurs after the Bid Phase the Client agrees that any additional costs would be considered part of the project contingency.
- 8.9 Hazardous Materials: McMahon shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of person to, hazardous materials or toxic substance in any form at the project site.
- 8.10 Climate: Design standards which exceed the minimum requirements within current codes and regulations are excluded. If requested by the Client, climate-related design services or evaluations can be provided for additional compensation.