



June 6, 2022

City of Rochelle  
420 North 6th Street  
Rochelle, Illinois 61068

ATTN: Ms. Jennifer Thompson  
Director of Marketing, Public Relations & Tourism

RE: Proposal for Professional Services  
Rochelle Railroad Park Gift Shop Improvements  
WHA 1302D22

Dear Ms. Thompson,

In response to your request, Willett, Hofmann & Associates, Inc. (WHA) is pleased to submit the following proposal for Professional Services for your review and consideration. The scope of services described herein is based on our present understanding of the needs of the Project.

**PROJECT UNDERSTANDING:**

It is our understanding that it is your desire to construct improvements to the Rochelle Railroad Park Gift Shop. Based on our present understanding of the needs of your Project, Willett, Hofmann & Associates, Inc. and Systems Design Service Engineering (SDSE) propose to provide the Professional Services as outlined on the attached Exhibit 1 – Scope of Professional Services, dated May 23, 2022.

**FEE FOR PROFESSIONAL SERVICES:**

Willettt, Hofmann & Associates, Inc. and Systems Design Service Engineering propose to provide the Professional Services as described on the attached Exhibit 1 – Scope of Professional Services on a time and material rate basis for a **not to exceed** fee of Thirty Thousand Seven Hundred Fifty and 00/100 Dollars (\$30, 750.00), itemized as follows:

Design Phase:	\$19,900.00
Bid Phase:	\$ 3,350.00
<u>Construction Phase:</u>	<u>\$ 7,500.00</u>
Total Not To Exceed:	\$30,750.00

A copy of the WHA- SDSE Agreement is attached herewith and included in the fee proposals as stated above.

809 East 2nd Street, Dixon, IL 61021-0367 T: (815) 284-3381 F: (815) 284-3385

**TERMS & CONDITIONS:**

The attached Terms and Conditions are made a part of this Agreement. Additional Services requested above and beyond those described herein shall be provided and performed as outlined on the attached Terms and Conditions.

This proposal is valid for thirty (30) calendar days from the date of this proposal.

The proposed **scope of services** described in the attached Exhibit 1 are negotiable, however if the proposed services and terms meet with your approval, please sign both copies of this letter agreement and return one copy to our office.

**PROPOSAL ACCEPTED:**

I hereby authorize this work to proceed as outlined above and have read and accept the attached Terms and Conditions.

By \_\_\_\_\_

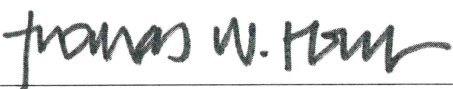
Name/Title \_\_\_\_\_

Date \_\_\_\_\_

Thank you for your interest in Willett, Hofmann & Associates, Inc. and for this opportunity to be of service. We look forward to working with you on this project. If you have any questions, please do not hesitate to call.

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

BY  \_\_\_\_\_

Thomas W. Houck, AIA, PE, LEED AP<sup>BD+C</sup>  
Vice President  
Architect  
Engineer

TWH:gz

Encl.

cc: file

## EXHIBIT 1 – SCOPE OF PROFESSIONAL SERVICES

PROJECT: Rochelle Railroad Park  
Gift Shop Improvements Project  
Rochelle, Illinois 61068  
WHA#1302D22

DATE: May 23, 2022

### SCOPE OF PROFESSIONAL SERVICES:

It is our understanding that it is your desire to construct improvements to the Rochelle Railroad Park Gift Shop. It is our understanding that the improvements are to include the following:

- Toilet room improvements: improve accessibility, upgrade fixtures and finishes, and address freezing pipe issues.
- Install new doors.
- Remove existing siding, trim and soffits and install new.
- Install new ramp and deck from parking lot.
- Install new concrete pad for garbage can storage.
- Install new window at east side of building.

It is our understanding that the construction budget for this project is approximately \$130,000 and that some of the desired improvements will be bid as alternate bids. It is our understanding that it is your desire that this work be issued for bid this summer. It is our further understanding that the scope of services will require architectural, structural, HVAC, electrical, and plumbing engineering services. Willett, Hofmann & Associates, Inc. (WHA) proposes to team with Systems Design Service Engineering (SDSE) of Rockford, Illinois as a professional engineering sub-consultant providing Mechanical, Electrical and Plumbing (MEP) Engineering Services for this Project. Based on our understanding of the project as stated herein we propose the following professional services.

#### Architectural Services (WHA):

Design layout and detailing of toilet room improvements, new deck and ramp, and new siding/trim/soffit improvements.

#### Structural Services (WHA):

Design and detailing of structural elements for new deck and new lintel for new window.

#### MEP Services (SDSE):

Design and detailing of HVAC, Electrical and Plumbing improvements associated with the toilet room improvements.

### PROFESSIONAL SERVICES:

#### 1. DESIGN PHASE SERVICES:

- a. Conduct site visit for documentation of existing conditions.
- b. Create existing plans as required for the project.
- c. Development of design options and up to two (2) design review meetings with designated staff.
- d. Preparation of Professional Opinion of Probable Project Costs.
- e. Preparation of Bid Documents and Contract Documents including Drawings, Details and Specifications.
- f. Services as outlined on the attached proposal from SDSE for MEP services.
- g. Final design review meeting with designated staff prior to issuance for bid.

2. BID PHASE SERVICES:

- a. Preparation and publication of advertisement for bids.
- b. Dissemination of Bid Documents and maintenance of Project Plan Holders List.
- c. Respond to Bidder inquiries.
- d. Issuance of Addenda, as necessary.
- e. Conduct Pre-Bid Meeting and issue meeting minutes.
- f. Services as outlined on attached proposal from SDSE for MEP Services.
- g. Attend bid opening, review bids received and provide bid award recommendation.

3. CONSTRUCTION PHASE SERVICES

- a. Issue Notice of Award.
- b. Preparation of Contract Documents and issue Notice to Proceed.
- c. Conduct Pre-Construction Meeting and issue meeting minutes.
- d. Respond to Contractor inquiries.
- e. Review Shop Drawings and Submittals.
- f. Review Contractor Pay Requests.
- g. Perform Construction Observation visits throughout duration of the project to observe construction is in compliance with design intent. Up to twelve (12) site visits anticipated.
- h. Services as outlined on attached proposal from SDSE for MEP services.
- i. Preparation of final project punch list.
- j. Final acceptance / project closeout.

**SERVICES NOT INCLUDED:**

Services not included in this Proposal include but are not limited to the following, however said services could be included as an Additional Service, per the attached Terms and Conditions, if so requested:

1. Testing of or identification of the presence of hazardous materials and associated abatement if necessary.
2. Preparation of 3D digital presentation renderings or other forms of presentation drawings or images.
3. Additional design or redesign required due to the discovery of unknown or unexpected conditions during the completion of the project including, but not limited to, the discovery of hazardous or deteriorated materials or other similar conditions.
4. Additional design or redesign after bids are received to conform to Owner's budget.
5. Testing of any construction materials.
6. During the construction of the Project, WHA shall in no way be responsible for or have control over or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction of the project.





## TERMS AND CONDITIONS – CITY OF ROCHELLE, IL

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**Standard of Care:** Services provided by Willett, Hofmann & Associates, Inc., hereinafter referred to as “WHA”, under this Agreement will be performed in a manner consistent with the human degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**Additional Services:** When Additional Services beyond the defined scope are requested, an amendment will be prepared for approval by the Client prior to commencing work. Additional Services shall be performed on a time and material basis at Standard Hourly Rates in effect at the time the services are performed, or for a negotiated fee.

**Billing / Payment:** The Client agrees to pay for all services performed and all costs incurred by WHA. Invoices for services shall be submitted either upon completion of such services or on a monthly or otherwise regular or logical basis. Invoices shall be due and payable within 30 days of invoice date. Client shall notify WHA of any objections to the invoice within five (5) working days of receipt. Payment of any invoice indicates Client’s acceptance of this Agreement and satisfaction with the services provided. Payment of invoices is in no case subject to unilateral discounting, back charges, or set offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge on the unpaid balance. In the event that any portion of an account remains unpaid after 120 days after the invoice date, WHA may institute collection action and the Client shall pay all costs of collection, including reasonable attorney’s fees.

**Termination, Suspension or Abandonment:** In the event of termination, suspension or abandonment of the project, WHA shall be equitably compensated for services performed. Either the Client or WHA may terminate this Agreement after giving no less than seven (7) days’ written notice if the other party substantially fails to perform in accordance with the terms of the Agreement.

**Indemnification:** WHA agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorney’s fees and defense costs, to the extent caused by WHA’s negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom WHA is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless WHA, its officers, directors, employees and subconsultants (collectively, WHA) against all damages, liabilities or costs, including reasonable attorney’s fees and defense costs, to the extent caused by the Client’s negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor WHA shall be obligated to indemnify the other party in any manner whatsoever for the other party’s own negligence or for the negligence of others.

**Certification, Guarantees and Warranties:** WHA shall not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of any conditions.

December 2017



## TERMS AND CONDITIONS – CITY OF ROCHELLE, IL

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**Dispute Resolution:** Any claims or disputes between the Client and WHA arising out of the services provided by WHA or out of this Agreement shall be submitted to non-binding mediation. The Client and WHA agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of Illinois will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

**Construction Means and Methods:** WHA shall not be responsible for, nor have control over or charge of, construction means, methods, sequence, techniques, or procedures, or for any health or safety precautions required by any regulatory agencies in connection with the project.

**Construction Observation:** When WHA does not provide construction observation services, it is agreed that the professional services of WHA do not extend to or include the review or site observation of the Contractor's work, performance, or pay request approval. In this situation, during construction, the Client assumes the role of the design professional and will hold harmless WHA for the failure of the Contractor's work to conform to the design intent and the contract documents.

**Adjustments, Changes or Additions:** It is understood that adjustments, changes, or additions may be necessary during construction. The Client will maintain a contingency fund until construction is completed to pay for field changes, adjustments, or increased scope items. If WHA is performing Construction Observation, all change order amounts requested by Contractors constructing WHA designed items shall be submitted to WHA for review prior to being approved by contract holder. WHA will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to WHA at the discretion of the Contractor, the Client, or the Owner without prior agreement and approval of WHA. WHA shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

**Project Signs:** Project signs displayed at the construction site shall include "Willett, Hofmann & Associates, Inc." as the design professional for the applicable discipline. Articles for publication regarding this project shall acknowledge Willett, Hofmann & Associates, Inc. as the design professional for the applicable discipline.

**Electronic Files:** The Client hereby grants permission for WHA to use information and data provided by the Client, including electronic background information produced or provided by the Client in the completion of the project. The Client also grants permission to WHA to release WHA's documents (including their backgrounds) electronically to consultants, contractors, and vendors as required in the execution of the project. Before release, WHA will require an executed waiver of liability for the use of any electronic documents and may charge a fee for this information.

**Use of Documents:** Documents prepared by WHA are instruments of service for use solely with respect to the project. WHA shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall not reuse or permit the reuse of WHA's documents except by mutual agreement in writing.

**Assignment:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WHA as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

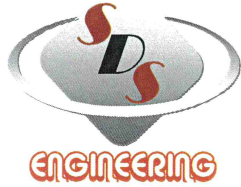


**GENERAL RATES FOR ENGINEERING SERVICES  
(FIELD AND OFFICE)  
EFFECTIVE APRIL 1, 2022**

CLASSIFICATION OF EMPLOYEE	REGULAR HOURLY RATE		OVERTIME RATE
	From	To	
President & General Manager	\$200.00	\$310.00	Regular Rate
Principal Engineering Manager	\$170.00	\$260.00	Regular Rate
Engineering Manager	\$130.00	\$260.00	Regular Rate
Civil Engineer IV	\$130.00	\$200.00	Regular Rate
Civil Engineer III	\$110.00	\$190.00	Regular Rate
Civil Engineering Intern II	\$105.00	\$160.00	Regular Rate
Civil Engineering Intern I	\$90.00	\$140.00	Regular Rate
SPP Civil Engineer I, II, III, IV	\$90.00	\$200.00	Regular Rate
Engineering Intern	\$55.00	\$80.00	Regular Rate
Principal Architectural Manager	\$130.00	\$210.00	Regular Rate
Architect IV	\$120.00	\$190.00	Regular Rate
Architect III	\$110.00	\$170.00	Regular Rate
Architectural Intern II	\$90.00	\$150.00	Regular Rate
Architectural Intern I	\$80.00	\$130.00	Regular Rate
SPP Professional Architect I, II, III, IV	\$80.00	\$190.00	Regular Rate
Principal Prof. Land Surveyor Manager	\$110.00	\$180.00	Regular Rate
Prof. Land Surveyor Manager	\$120.00	\$180.00	Regular Rate
Prof. Land Surveyor IV	\$90.00	\$150.00	Regular Rate
Prof. Land Surveyor III	\$90.00	\$140.00	Regular Rate
Prof. Land Surveyor (SIT) II	\$80.00	\$130.00	Regular Rate
Prof. Land Surveyor (SIT) I	\$80.00	\$130.00	Regular Rate
SPP Professional Land Surveyor I, II, III, IV	\$80.00	\$150.00	Regular Rate
Technician IV	\$80.00	\$140.00	1.3 x Regular Rate
Technician III	\$70.00	\$130.00	1.3 x Regular Rate
Technician II	\$70.00	\$110.00	1.3 x Regular Rate
Technician I	\$60.00	\$100.00	1.3 x Regular Rate
SPP Technician I, II, III, IV	\$60.00	\$140.00	1.3 x Regular Rate
Survey Worker Foreman	\$80.00	\$130.00	1.3 x Regular Rate
Survey Worker	\$80.00	\$130.00	1.3 x Regular Rate
Survey Worker Intern	\$50.00	\$65.00	1.3 x Regular Rate
Administrative Assistant	\$50.00	\$90.00	1.3 x Regular Rate
SPP Administrative Assistant	\$50.00	\$90.00	1.3 x Regular Rate
Human Resource Assistant	\$50.00	\$90.00	1.3 x Regular Rate
Bookkeeper	\$60.00	\$110.00	1.3 x Regular Rate
Expenses and Materials	At Cost		

- The above hourly rates shall be applicable for a period of one year from the date hereon, after which time they shall be subject to adjustments to reflect payroll cost.
- Generally field crews work a nine-hour day, which involves an hour of overtime each day. The rates for field personnel apply office to office exclusive of the lunch period
- SPP – Special Personnel (SPP) Employees will be billed at the same rate as a I, II, III, or IV in the same classification.





# PROPOSAL

3600 EAST STATE STREET  
SUITE 215  
ROCKFORD, ILLINOIS 61108  
PHONE: 815-399-3381  
FAX: 815-399-3383  
WEB: WWW.SDSEGROUP.COM

Willettt Hofmann & Associates  
809 East 2<sup>nd</sup> Street  
Dixon, IL 61021  
(815) 284-3381  
ATTN: Tom Houck, AIA, PE, LEED AP BD+C

June 3<sup>rd</sup>, 2022

**RE: Rochelle Railroad Gift Shop Restroom Renovation  
Rochelle, IL**

Tom,

Thank you for thinking of Systems Design Service Engineering for your design requirements for the Rochelle Railroad Gift Shop Restroom Renovation in Rochelle, IL. Based on the information and the project scope that you provided, we are pleased to offer you the following services:

**Mechanical, Electrical, and Plumbing Design** **\$5,000.00**

- Site visit to survey all pertinent existing equipment and utilities within renovated space.
- Provide demolition plans for each trade as required.
- Calculate required heating and ventilation loads per the 2018 International Mechanical Code and provide design for new electric heat and exhaust.
- Determine lighting requirements (coordinated with architectural elements) per the 2018 International Energy Code. Provide convenience outlets and power to equipment as required by the design and per the National Electrical Code.
- Provide all necessary plumbing design to support fixtures per the 2014 Illinois Plumbing Code.
- Complete all required construction documents for Mechanical, Electrical, and Plumbing trades; drawings and specifications.

**Bidding** **\$ 500.00**

- Answer general design/construction questions as required during bidding.
- Prepare addendums as required during bidding.

**Construction Administration** **\$1,000.00**

- Review shop drawings.
- Answer general design/construction questions as required during construction.
- Prepare RFP's and change orders as required during construction.
- Complete one site observation during construction to review compliance with construction documents and one site observation when construction has been completed to create final punch list.

**Schedule**

SDS Engineering can start on this project as soon as August 2022 and when we receive final CAD files with authorization to proceed. Completion date of construction documents is estimated as September/October 2022.



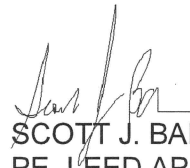
### **Additional Services**

The following would be considered additional services in addition to the not to exceed fee above, items will be billed hourly as shown on appendix A:

- Telecommunications design.
- Fire Protection design.
- Printing of documents as required to support the project.
- Additional work, construction administration, shop drawing review, meetings, site observations, or other items beyond the scope listed above.

We carry professional liability insurance and will issue you a certificate at your request. You can expect to be updated regularly on your project. Invoices for professional services will be submitted on a monthly basis. If this proposal is acceptable to you, please indicate your approval by signing one copy of the enclosed agreement for services and return one signed copy to our office. We look forward to working on this project with you and your staff. This proposal is valid for 30 days.

Sincerely,



SCOTT J. BAIER  
PE, LEED AP, RCDD

## AGREEMENT FOR SERVICES

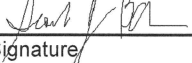
AGREEMENT is effective this 3<sup>rd</sup> day of June in the year 2022, between Systems Design Service Engineering, hereinafter referred to as ENGINEER of 3600 East State Street, Rockford, IL 61108 and Willett Hofmann & Associates, 809 East 2<sup>nd</sup> Street, Dixon, IL 61021, hereinafter referred to as the CLIENT for the PROJECT titled Rochelle Railroad Gift Shop Restroom Renovation.

The Scope of Services to be provided under this agreement is outlined in the proposal attached, dated June 3, 2022. The fee for the described services will be calculated on a not to exceed basis, not including reimbursable expenses, which will be invoiced as needed.

M/E/P Engineering Design	\$ 5,000
Bidding	\$ 500
<u>Construction Administration</u>	<u>\$ 1,000</u>
Total Contract Amount	\$ 6,500

This Agreement for Services, the General Conditions and the Proposal represent the entire and integrated Agreement between the CLIENT and the ENGINEER (The Agreement for Engineering Services, the General Conditions, and the Proposal are hereafter collectively referred to as the "Agreement") and supersede all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both the CLIENT and ENGINEER.

Systems Design Service Engineering  
ENGINEER

By   
\_\_\_\_\_  
Signature  
Scott J. Baier  
\_\_\_\_\_  
Typed Name  
President  
\_\_\_\_\_  
Title

Willett Hofmann & Associates  
CLIENT

By \_\_\_\_\_  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed (or printed) Name  
\_\_\_\_\_  
Title

# GENERAL CONDITIONS

## Professional Services Agreement

Date: June 3, 2022

Client: Willett Hofmann & Associates

Project: Rochelle Railroad Gift Shop Restroom Renovation

### General Conditions

**Reference Conditions:** Systems Design Service Engineering will hereafter be referred to as SDSE and the above Client will be referred to as Client. The project may be hereafter referenced as the "Project" or by abbreviation as above set forth.

**Subcontracting:** SDSE shall have the right to subcontract any and all services, duties, and obligations, hereunder, in whole or in part, without the consent of the client.

**Change Order:** The term "Change Order" as used herein is a written order to SDSE and signed by SDSE and Client, after execution of this agreement, authorizing a change in the services, including additions or deletions and/or a change of prices for such services. Each Change Order shall be considered an amendment to this agreement.

**Severability:** The provision of this agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereof shall be adjudged by any court of competent jurisdiction to be valid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.

**Billings/Payments:** Invoices for payments will be submitted at SDSE's discretion, either upon completion of the such services or on a periodic basis. Invoice shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, SDSE me, without waiving any claim or right against the Client and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

**Late Payments:** Accounts unpaid 30 days after the Invoice date may be subject to monthly service charge of 2% on the unpaid balance (24% true annual rate) at the sole election of SDSE. In the event that any portion of an account remains unpaid 90 days after billing, the Client shall pay all cost of collection including reasonable attorney's fees

**Waiver:** No waiver by either party or any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

**Force Majeure:** Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

**Compliance with Law:** In the performance of all service to be provided hereunder, SDSE and Client agree to comply with all applicable federal, state, and local laws and ordinances and all lawful order, rules, and regulations of any constituted authority.

**Applicable Law:** The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of Illinois.

**Reuse of Documents:** All documents including drawings and specification furnished by SDSE pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by the Client or others on extensions of this work. Any reuse without specific written verification, or adaptation by SDSE will be at the client's sole risk and without liability of SDSE, and Client shall indemnify and hold harmless SDSE from all claims, damages, losses, and expenses, including Attorney's fees, arising out of or resulting there from. Any such verification and adaptation will entitle SDSE to further compensation at rates to be agreed upon by Client and SDSE.

**Standard of Care:** Service performed by SDSE under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in this region under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion document, or otherwise.

**Professional Liability:** CLIENT agrees to limit SDSE's liability to client arising from negligent professional acts, errors, or omissions, such that SDSE's total aggregate liability shall not exceed \$30,000 or the total fee for this contract, whichever is greater.

**Opinions of Cost:** Since SDSE has no control over labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable project cost or construction cost for this project will be based solely upon its own experience with construction, but SDSE cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If the Client wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.



**Confidentiality:** Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party.

**Indemnification:** The CLIENT shall indemnify and hold harmless SDSE and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of, or resulting from, the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the CLIENT or anyone directly or indirectly employed by the CLIENT (except SDSE). SDSE shall indemnify and hold harmless the CLIENT and all of its personnel from and against damages, losses, and expenses arising out of, or resulting from, the performance of the services, up to the limit liability agreed to under the professional liability section of this contract, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act or omission of SDSE or anyone directly or indirectly employed by SDSE (except the CLIENT). In any instance where there is a claim for damages, losses, and expenses resulting from the proven negligent act of both the CLIENT and SDSE, then the responsibility shall lie between the CLIENT and SDSE in proportional to their contribution of negligence. In no case shall SDSE's liability exceed the limit of the liability established under the Professional Liability Section of this contract.

**Term:** Unless sooner terminated or extended as provided herein, the Agreement shall remain in full force and effect from the date first written on the attached price quotation (proposal) sheet until the date of completion of the services or either party becomes insolvent, makes an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it. Either party may terminate this agreement at any time by giving written notice of such termination to the other party. Upon such termination of this Agreement, CLIENT shall pay and reimburse SDSE for services rendered and cost incurred by SDSE prior to the effective date of the termination. The indemnification of SDSE by the CLIENT wherever stated herein shall survive the termination of this Agreement regardless of the cause of termination.

**Without Representation or Warranty:** SDSE makes no representation or warranty of any kind, including but limited to, the warranties of fitness for a particular purpose or merchantability, nor such warranties to be implied with respect to the data or services furnished. SDSE assumes no responsibility with respect to the Client's use thereof.

**Subpoenas:** The Client is responsible after notification, for payment of time charges, and expenses resulting from the required response by SDSE to subpoenas issued by any party other than SDSE in conjunction with work performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

**Precedence:** These Standards, Terms, and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding SDSE's services.

**Applicability:** These General Conditions, being part of a Professional Service Agreement between the parties listed above, shall by agreement of said parties delete paragraphs that have been crossed out and initialed by both parties as not applicable to this project. In all other instances, the parties reaffirm the listed paragraphs in this document.

**Fee Schedule:** Where lump sum fees have been agreed to between parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and cost incurred by SDSE, they shall be based upon the hourly fee schedule annually adopted by SDSE, as more fully set forth in Appendix A attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by Appendix A, and these fees will annually change at the beginning of each calendar year after the date of this Agreement. The Client may either accept or reject any new fee schedule, in which instance a rejection would be deemed termination under this Agreement.

#### **Description of Additional Services During Construction**

**Submittal Review:** Client agrees that SDSE shall review shop drawing submissions solely for their conformance with SDSE's design intent and conformance with information given in the construction documents. SDSE shall not be responsible for any aspects of a shop drawings submission that affect or are affected by the means, methods, techniques, sequences, and operations of construction, safety precautions and programs incidental thereto, all of which are the contractor's responsibility. The contractor will be responsible for lengths, dimensions, elevations, quantities, and coordination of the work with other trades. Client warrants that the contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to SDSE.

**Site Observation:** Services performed by SDSE during construction will be limited to providing assistance in quality control and to deal with questions by the Client's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as guaranteeing the contractor's performance. SDSE will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs. Quality control assistance will be billed at the charge rate for the person providing the assistance if not specifically defined in the scope of work.

**Authority and Responsibility:** SDSE shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or person doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of the equipment, building component, scaffolding, supports, forms, or other work aids, and shall have no duties or responsibilities imposed by the Illinois Structural Work Act.

**Additional Provisions:** Additional provisions to this Professional Services Agreement may be added by consent of both parties evidenced by signature to same in the form of Appendix B attached hereto and by reference made a part hereof.

**APPENDIX A**  
**Hourly Charge Rates as of January 1, 2021**

<b>Classification</b>	<b>Current Hourly Billing Rate</b>
<b>Principal/Professional Engineer</b>	<b>\$150.00</b>
<b>Engineer's Technician/Designer</b>	<b>\$125.00</b>
<b>Draftsman</b>	<b>\$100.00</b>
<b>Clerical</b>	<b>\$75.00</b>