

December 15, 2025

Mayor Tom Fitzgerald  
City of South Beloit  
519 Blackhawk Boulevard  
Suite 2  
South Beloit, Illinois 61080

Village President Carol Gustafson  
Village of Roscoe  
10631 Main Street  
Roscoe, Illinois 61073

**Re: Proposal for 2026 Engineering Outsourcing Services**

Dear Mayor Fitzgerald and President Gustafson,

I would like to thank you for allowing Fehr Graham the opportunity to provide Municipal Engineering Services for both the Village of Roscoe (Village) and the City of South Beloit (City). As requested, Fehr Graham is submitting a written proposal outlining the scope of work to provide a high level of service while helping reduce costs through our Engineering Outsourcing Services.

### **MUNICIPAL ENGINEERING OUTSOURCING**

Our Municipal Engineering Outsourcing Service would include the completion of day-to-day operations and administrative functions as outlined by the Roscoe Village Board and the South Beloit City Council. Whereas it has been our experience that there is some difficulty in drawing specific lines with respect to the limits of the duties to be included as part of this scope of 'day to day' work, we feel that the list of services included, as well as the list of exclusions, outline the general areas of responsibilities to be considered part of this contract. The outsourcing would continue to provide an efficient and comprehensive engineering department that will address the specific needs of both the Village and the City. The following is a breakdown of the details regarding the outsourcing service.

- » Fehr Graham will provide a full-time (40 hours/week) staff member who will be dedicated to the Village and City on a daily basis to maintain and address the municipal engineering responsibilities. This person will be the primary point of contact for the Village's and City's engineering matters and will address day-to-day programs. (This position will require an office, including desk, internet availability, and access to applicable files and associated documentation.) In the event the full-time staff member is on vacation or is otherwise out of the office, Fehr Graham will have another staff member available on call to assist the two municipalities remotely during the full-time staff member's absence.
- » The designated full-time employee will split time between the two municipalities in a manner commensurate with the cost-share of the overall agreement, currently set at 60% for the Village of Roscoe (3 days per week) and 40% for the City of South Beloit (2 days per week). This time distribution shall be tracked and allocated over the course of a calendar year, with the understanding that either municipality may require a greater share of the hours over a shorter period of time.

- » All reasonable efforts will be made by all parties to achieve the intended distribution of hours commensurate with the 60/40 split of fee. The municipalities reserve the right on an annual basis to revisit the allocation of the time and fee established herein, acknowledging that the total scope of services shall remain at 40 hours per week. At the request of the Village or City, the assigned engineer will provide weekly time reports identifying the activities and projects being worked on under the scope of this agreement.
- » The designated full-time employee will be expected to report directly to the Village and City facilities a minimum of eight (8) hours per week for each municipality. Said onsite hours shall be in full-day increments. The remainder of the weekly hours may be worked onsite or remotely in the Fehr Graham office, depending on anticipated weekly responsibilities. Verification of the weekly schedule, and which days will be worked onsite, will be communicated to the Village and City staff in advance so proper planning may occur.
- » Said full-time person may or may not be a Professional Engineer (PE) licensed to practice in the State of Illinois, but will have sufficient knowledge of the principles and practices of engineering, working knowledge of the typical operations of a municipality, and an understanding of each form of government. In the event that person is not a PE, he/she will be working under the direct supervision of a PE from our office as needed to perform the described duties.
- » Fehr Graham staff (Project Manager and/or other staff who are familiar with municipal operations) will also be responsible for conducting a peer review of the applicable reports, plans, etc., that are completed for the Village or City.
- » The Village and the City hereby acknowledge and agree they will continue to maintain all responsibility and liability for compliance with laws and regulations as applicable. Under this type of agreement, the Village and the City would continue to be responsible for ensuring that general municipal operations are conducted in a manner consistent with applicable Federal, State, and Local requirements.

## **EXAMPLES OF ROSCOE ENGINEERING OUTSOURCING SERVICES INCLUDED**

- » Identify, schedule, or otherwise plan for regular construction or maintenance projects. Regular construction and maintenance projects shall include those that do not require other Fehr Graham office and technology resources, such as CAD or surveying equipment. Examples of these types of projects include pavement crack sealing, pavement marking, Class D Patching, and other general maintenance activities that can be bid utilizing performance specifications and that do not require full construction plans. <sup>(1)</sup>
- » Prepare Engineer's opinions of probable construction costs for proposed Village projects for budgeting purposes.
- » Assist with the supervision of street department and other public works routine maintenance construction activities.
- » Assist Village staff with drafting, interpretation and/or enforcement of ordinances, including, but not limited to, zoning, subdivision, stormwater, soil erosion and sediment control, and illicit discharge ordinances, as required; conduct inspections as required to assist with Village Code Enforcement activity.

- » Assist with the development of ordinance language and make recommendations for zoning changes or amendments.
- » Participate and/or assist with communications and/or negotiations between the Village and outside parties, such as County officials, Town officials, utility companies, etc., as necessary. <sup>(2)</sup>
- » Supervise the preparation of plans and specifications for maintenance projects. <sup>(1)</sup>
- » Supervise the preparation of contracts and the calling for bids for routine maintenance construction projects.
- » Review and approve permits, including, but not limited to, Right-of-Way Construction and Repair and/or Driveway Construction and Repair permits, site development permits, fence permits, and/or Erosion Sediment Control Plan applications.
- » Maintain and update municipal stormwater Pollution Prevention Plans (SWPPP) and Municipal Separate Storm Sewer System (MS4) inspections, including the completion and submission of any annual reports or filings.
- » Authorize construction material purchase orders as directed by the Board.
- » Keep records of MFT and other applicable construction expenditures and oversee the preparation and filing of any related MFT resolutions and any other documentation required as part of MFT program participation.
- » Maintain a record of time expended in review of development projects for which a Reimbursement of Fees Agreement (Escrow) has been established. Escrow accounts shall be established by the Village prior to official review commencing.
- » Attend Village Staff and development team meetings.
- » Prepare general overview reports on a variety of subjects and activities as a basis for recommendations to the Village Board of Trustees. In-depth specialty reports will be considered an additional service contract.
- » Field inspections of public improvements being made as part of excavation, sidewalk, and driveway permits. Inspection of restoration work associated with excavation and ROW permits.
- » Provide a quarterly engineering update report on project statuses for inclusion in the Board agenda packet.
- » Complete one annual update of the municipal Boundary/Zoning Map, incorporating any annexations and map amendments adopted during the preceding year. Facilitate incorporation of map updates, provided by the Village, with WinGIS personnel to ensure consistency and depiction of municipal boundary and zoning districts. <sup>(3)</sup>
- » Ensure all project documents and official correspondence done on behalf of the Village are saved within the Village's filing system and Laserfiche database.

<sup>(1)</sup> Preparation of construction plans, specifications and bid documents, as well as construction administration services for municipal projects for other projects not

itemized, shall be completed as an additional service under a separate contract or completed by others.

- (2) Should a specific task require a technical specialty to enhance the Village's negotiation position, the use of other Fehr Graham staff as part of an additional service contract may be appropriate.
- (3) Revisions to the municipal Boundary/Zoning Map beyond the included annual update shall be completed as an additional service under a separate proposal.

### **EXAMPLES OF SOUTH BELOIT ENGINEERING OUTSOURCING SERVICES INCLUDED**

- » Work with the City to identify, schedule or otherwise plan routine construction and maintenance projects.
- » Prepare Engineer's Estimate of the costs of construction of paving, curbs, sewers, sidewalks and other routine projects.
- » Assist City staff with drafting, interpretation and/or enforcement of ordinances, including, but not limited to, zoning, subdivision, stormwater, soil erosion and sediment control, and illicit discharge ordinances, as required, and conduct inspections as required to assist with City Code Enforcement activity.
- » Participate and/or assist with communications and/or negotiations between the City and outside parties, such as County officials, Town officials, utility companies, etc., as necessary.<sup>(1)</sup>
- » Supervise the preparation of plans and specifications for maintenance projects.<sup>(2)</sup>
- » Supervise the preparation of contracts and the calling for bids for routine maintenance construction projects.
- » Review and approve permits, including, but not limited to, ROW Excavation Permits, Site Development Permits, Sidewalk and Driveway Permits and/or Erosion Sediment Control Plan applications.
- » Maintain a record of time expended on permitting review where such engineering costs are billed back to developer/property owner.
- » Attendance at monthly development team meetings.
- » Maintain a record of time expended in review of development projects for which the City will be seeking reimbursement of the review fees from the developer. Said reimbursement agreements shall be established by the City prior to official review commencing.
- » Prepare general overview reports on a variety of subjects and activities as a basis for recommendations to the South Beloit City Council. In-depth specialty reports will be considered an additional service contract.
- » Field inspections of public improvements being made as part of excavation, sidewalk, and driveway permits. Inspection of restoration work associated with excavation permits.

- » Maintain and update municipal stormwater Pollution Prevention Plans (SWPPP) and Municipal Separate Storm Sewer System (MS4) inspections, including the completion and submission of any annual reports or filings.
- » Provide a quarterly engineering update report on project statuses for inclusion in the Board agenda packet.
- » Keep records of MFT and other applicable construction expenditures and oversee the preparation and filing of any related MFT resolutions, and/or any other resolutions required as a part of state/federal funding assistance and any other documentation required as part of MFT program participation and/or state/federal funding assistance.
- » Complete one annual update of the municipal Boundary/Zoning Map, incorporating any annexations and map amendments adopted during the preceding year (information on map revisions to be provided by the City). Facilitate the incorporation of map updates with WinGIS personnel to ensure consistency in the depiction of municipal boundaries and zoning districts. <sup>(3)</sup>
  - (1) Should a specific task require a technical specialty to enhance the City's negotiation position, the use of other Fehr Graham staff as part of an additional service contract may be appropriate.
  - (2) Preparation of construction plans, specifications and bid documents, as well as construction administration services for municipal projects issued for solicitation of public bids, shall be completed as an additional service under a separate contract or completed by others.
  - (3) Revisions to the municipal Boundary/Zoning Map beyond the included annual update shall be completed as an additional service under a separate proposal.

## **SPECIAL MEETING ATTENDANCE**

Beyond the engineering outsourcing services listed above, it is anticipated that there will be additional meetings at which Fehr Graham staff may be required to attend on an as-needed basis during this Agreement term. Pursuant to our discussions, we propose itemizing some of these additional meetings separately from the general outsourcing services to provide for more accurate demarcation of duties and tasks, and to allocate outsourcing hours. This will allow the dedicated outsourced staff member to focus their weekly efforts on the required day-to-day functions without reducing the agreed-upon weekly hours. Below is a summary of the anticipated special meetings that may require staff attendance, to be tracked on a separate phase within the overall outsourcing agreement. These fees will be invoiced on a Time and Material (T&M) basis only as incurred.

- » Regular attendance at City Council, Village Board, and Committee of the Whole Meetings (as applicable) where agenda items are present and Fehr Graham involvement is requested.
- » Attendance at public meetings not tied to a standalone specific project that are held outside of regular business hours.
- » Attendance at any of the above meetings by additional Fehr Graham staff beyond the dedicated outsourced staff member, upon request of the City or Village.

## EXCLUSIONS

- » Preparation of detailed plans and specifications for water, sewer, stormwater or roadway projects.
- » Preparation and/or review of surveys, plats, easements or any other similar work required by the State of Illinois to be completed by a Registered Professional Land Surveyor.
- » Field inspections of public improvements being made as part of new private developments. Fehr Graham would utilize Engineering Technicians to complete this work under the direction of the Engineer. All work associated with this task would be reimbursable through the Reimbursement of Fees Agreement (Escrow) established between the Village or City and the Developer.
- » Development Project review subject to Reimbursement of Fees Agreement (Escrow). Design review efforts for developments in which the City or Village receives reimbursement from the developer will be tracked separately and billed on a time-and-materials basis as an additional fee. Initial development/project coordination is covered under the general services contract up until a formal submission or request for more specialized involvement from engineering staff is requested. From this delineation point, additional services will be required. Reimbursement agreements and escrow accounts shall be established by the City or Village prior to official review commencing.
- » Special negotiations that require additional expertise from Fehr Graham staff, as authorized by the Village President/Board of Trustees or Mayor/City Council.
- » Signing of Discharge Monitoring Reports (DMR) and water reports.

## FEES

We are prepared to provide the above-outlined outsourcing services for calendar year 2026 (January 2026 through December 2026) for a lump-sum fee of \$174,400.00 (\$14,533.33 per month). It is our understanding that the Village of Roscoe intends to pay for 60 percent of this fee, which equates to \$104,600.00 (\$8,716.67 per month). The City of South Beloit would then pay for the remaining 40 percent of the overall fee, which equates to \$69,800.00 (\$5,816.67 per month). The Special Meeting Attendance services will be invoiced on a time-and-materials (T&M) basis. A summary of this fee breakdown is provided below:

### Village of Roscoe

Engineering Outsourcing Services (Lump Sum)	\$104,600
Special Meeting Attendance (T&M)	<u>\$8,500</u>
<b>Total</b>	<b>\$113,100</b>

### City of South Beloit

Engineering Outsourcing Services (Lump Sum)	\$69,800
Special Meeting Attendance (T&M)	<u>\$6,500</u>
<b>Total</b>	<b>\$76,300</b>

Payment for services rendered will be requested via an invoice prepared monthly.

## **ADDITIONAL ENGINEERING SERVICE CONTRACTS**

One of the benefits and advantages of outsourcing municipal engineering services with Fehr Graham is our experience with the needs and challenges of municipalities similar to the Village of Roscoe and the City of South Beloit. The staff member assigned to the Village and the City will have a wealth of experience and staff available to him/her on an as-needed basis to draw from to provide both communities with a higher level of service than can be provided by a single employee. With careful budgeting and communication, your Fehr Graham engineer can delegate tasks to additional Fehr Graham staff to complete to allow him/her to be more productive relative to the administration and management of your operations.

You and the Fehr Graham engineer have a large group of seasoned engineers and specialists available to provide the direction or technical expertise necessary to handle tough situations. Also, he/she has a direct relationship with a team that can address specific projects that the Village and the City may want to undertake with a greater level of understanding, commitment, and efficiency than is typically experienced with the Board/Council/Consulting Engineer relationship.

Any additional services (design projects, large subdivision plan review, permit modifications, map updates, etc.) would be handled by a separate engineering service contract. If requested, the fee and scope of services would be determined at that time.

## **TERMS AND CONDITIONS FOR ENGINEERING OUTSOURCING SERVICES**

- » The structure and duration of services will be determined based on a specific start date, per the direction of the Village and the City. Typically, the contract is based on a 12-month period with an annual review and fee adjustments made accordingly.
- » The Village of Roscoe and the City of South Beloit will be invoiced separately on a lump sum basis at a rate as presented above.
- » The Village of Roscoe and the City of South Beloit hereby acknowledge and agree that they maintain all responsibility and liability for compliance with laws and regulations as applicable to the Village and the City.
- » Agree that the pricing presented herein is based on the commitment of both entities, and should one terminate for any reason, the pricing proposed for the other party will need to be modified.
- » The Engineer, including any employees, agents, or subcontractors engaged under this Agreement, shall not engage in, represent, or provide services to any private developers, businesses, or individuals for projects within the Village of Roscoe or City of South Beloit during the term of this Agreement. The Engineer further warrants that it shall not accept or pursue any contracts, agreements, or engagements that would create an actual or perceived conflict of interest with its duties and responsibilities to the Village or City under this Agreement. In the event that a potential conflict of interest arises, the Engineer shall promptly disclose the situation to the Village or City and take appropriate actions, as directed by the Village or City, to mitigate or eliminate the conflict.

December 15, 2025  
Mayor Tom Fitzgerald, City of South Beloit, and  
Village President Carol Gustafson, Village of Roscoe  
2026 Engineering Outsourcing Services Proposal  
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Fehr Graham is committed to continuing our positive and rewarding relationship with the Village of Roscoe and the City of South Beloit. We believe our record speaks for itself with regard to the type and quality of service we have provided both municipalities, as well as similar communities throughout Illinois, Iowa and Wisconsin.

We appreciate the opportunity to provide you with this proposal. Once you have had a chance to review the proposal, please feel free to contact me with any questions you may have. If this proposal meets your approval, please sign and return the attached Agreement for Professional Services. If you should have any questions, please do not hesitate to contact me.

Respectfully submitted,



Tyler V. Nelson, PE  
Senior Project Manager



Brandon Boggs  
Project Manager

TVN/BB:lar

Enclosure

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**AGREEMENT  
FOR PROFESSIONAL SERVICES**

Client Village President Carol Gustafson  
Village of Roscoe  
10631 Main Street  
Roscoe, Illinois 61073  
815.623.2829

Description of Services:  
**2026 Engineering Outsourcing Services**

Fehr Graham will provide professional services related to Municipal Engineering Services for both the Village of Roscoe (Village) and the City of South Beloit (City), as detailed in our proposal letter dated December 15, 2025.

**COST:**

The fixed fee for performing the above services is \$113,100.  
*Reimbursables are not to exceed a 15% markup. Payment for the services rendered will be requested via a monthly invoice. Fehr Graham does not accept credit and/or debit card payments.*

The attached General Conditions are incorporated into and made a part of this Agreement.

**ACCEPTED AND AGREED TO:**

I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and **ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.**

CLIENT:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date Accepted \_\_\_\_\_

CONSULTANT:

By  \_\_\_\_\_

Name Chris DeSilva, PE

Title Chief Operating Officer

Date Proposed December 15, 2025

## GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.
2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.
3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. A 1½% per month service charge will be incurred by Client for any payment due herein and not paid within 30 days of such billing which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Partial payments will be first credited to the accrued service charges and then to the principal.
4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this agreement and to the partners, successor, executors, and assigns of such other party in respect to this agreement.
5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.
6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.
7. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made. All attorney fees incurred by the Consultant due to the filing of said lien or the foreclosure thereof shall be borne by the Client.

In the event suit must be filed by Consultant for the collection of fees for services rendered, Client will pay all reasonable attorney's fees and court costs.

If Client defaults in payment of fees or costs due under the terms of this Agreement and Consultant incurs legal expenses as a result of such failure, Client shall be responsible for payment for Consultant's reasonable attorney fees and costs so incurred.

8. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.
9. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)' work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.

The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

10. Estimates of Fees – When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.
11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.

Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the intended purpose of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising out of the unauthorized use of such documents.

13. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years after the date of the Consultant's final invoice to the Client.
14. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
15. Standard of Care – Services performed by Consultant 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 under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.
16. Liability Insurance – Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.
17. Indemnification and Limitation of Liability – Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions.

The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed \$50,000 or Consultant's total fee for services rendered on this Project, whichever is less.

18. Allocation of Risk – Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the property's value. Accordingly, Client waives any claim against Consultant and agrees to indemnify, defend, and hold harmless Consultant and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss allegedly arising from procedures associated with environmental site assessment (ESA) activities or the discovery of actual or suspected hazardous materials or conditions. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any additional costs associated with such measures.

19. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
20. Assignment - Neither party to this Agreement shall, without the prior written consent of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer its obligations under this Agreement or any part hereof; provided, however, either Party may freely assign this Agreement to a parent, subsidiary or affiliate without the other party's consent. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
21. Termination – The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) 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. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.
22. Provision Severable – The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
23. Governing Law and Choice of Venue – Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Illinois. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Illinois District Court in and for Stephenson County, Illinois.