



Agenda Item Executive Summary

Item Name: South Oak Avenue Parking Lot Project Committee or Board: Board

BUDGET IMPACT			
Amount:	\$31,500.00	Budgeted	\$75,000.00
List what fund	2020-2024 Capital Budget		
EXECUTIVE SUMMARY			
<p>As noted in the 2020-2024 Capital Budget, the South Oak Avenue Parking Lot Project was scheduled to begin in 2020. Earlier in the year, we evaluated consultants qualified and experienced in similar engineering and design work.</p> <p>We have previously worked with V3 Companies and have found them to be both professional and responsive. Their project experience with permeable pavers and parking lots is more than satisfactory. Based upon staff consensus and previous project experiences, I recommend that the 2020 South Oak Avenue Parking Lot Project be awarded to V3 Companies in the amount of \$31,500.00.</p>			
ATTACHMENTS (PLEASE LIST)			
Memo, Resolution, Agreement			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I MOVE TO APPROVE RESOLUTION 2020 - _____, A RESOLUTION APPROVING OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND V3 COMPANIES FOR ENGINEERING AND DESIGN SERVICES FOR THE SOUTH OAK AVENUE PARKING LOT PROJECT.

Staff: Bob Allen, Village Engineer

Date: February 4, 2020

Memo

To: Paula Schumacher, Village Administrator
From: Bob Allen, Village Engineer
Subject: South Oak Avenue Parking Lot Project, Engineering and Design
Date: February 4, 2020

As noted in the 2020-2024 Capital Budget, the South Oak Avenue Parking Lot Project was scheduled to begin in 2020. Earlier in the year, we evaluated consultants qualified and experienced in similar engineering and design work.

We have previously worked with V3 Companies and have found them to be both professional and responsive. Their project experience with permeable pavers and parking lots is more than satisfactory. Based upon staff consensus and previous project experiences, I recommend that the 2020 South Oak Avenue Parking Lot Project be awarded to **V3 Companies** in the amount of **\$31,500.00**.

Please place this ordinance on the next available agenda.

**MOTION: I MOVE TO APPROVE RESOLUTION 2020 _____, A
RESOLUTION APPROVING OF A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE VILLAGE OF BARTLETT AND V3 COMPANIES FOR
ENGINEERING AND DESIGN SERVICES FOR THE SOUTH OAK AVENUE
PARKING LOT PROJECT.**

RESOLUTION 2020 - _____

**A RESOLUTION APPROVING OF A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE VILLAGE OF BARTLETT AND V3 COMPANIES FOR ENGINEERING
AND DESIGN SERVICES FOR THE SOUTH OAK AVENUE PARKING LOT
PROJECT.**

BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

SECTION ONE: The Agreement dated February 4, 2020, between the Village of Bartlett and V3 Companies (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: That the Village President is hereby authorized and directed to sign the Agreement on behalf of the Village of Bartlett.

SECTION THREE: SEVERABILITY. The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: February 4, 2020

APPROVED: February 4, 2020

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2020 - _____ enacted on February 4, 2020 and approved on February 4, 2020, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



December 31, 2019

Mr. Robert Allen
Village of Bartlett
228 S. Main Street
Bartlett, IL 60103

RE: Proposal for Professional Services
Oak Street Parcel Parking Lot, Bartlett, IL

Dear Mr. Allen:

On behalf of V3 Companies, Ltd., we are pleased to submit this proposal for professional services on the above-referenced project. If you find this proposal to be acceptable, the executed copies of this letter, together with the General Terms and Conditions attached hereto, which set forth the contractual elements of this agreement, will constitute the entire agreement between Village of Bartlett (CLIENT) and V3 Companies, Ltd. (V3) for services on this PROJECT.

PROJECT UNDERSTANDING

The subject property, consisting of approximately 0.37 acres, is located 214 S. Oak Street, which is on the west side of Oak Street and just south of Railroad Avenue in the Village of Bartlett, Cook County, Illinois. The project consists of the design and construction of a public parking lot on the parcel. It is anticipated that vehicular access will be from Oak Street.

The property is currently zoned B-1, which is the Village Center District. It is expected that the zoning designation will not be changed with the proposed development.

The Village of Bartlett is a multi-county community. Parts of the Village are located within DuPage County and parts are within Cook County. The subject property is located in Cook County; however, the Village has adopted the DuPage County Countywide Stormwater and Flood Plain Ordinance as their regulatory requirements. The project is not required to follow Metropolitan Water Reclamation District requirements that would typically be required for development in Cook County. If the parking lot is constructed of asphalt or concrete, stormwater detention and Best Management Practices will be required for the improvements. An alternative should be to construct the parking from permeable pavers, which is not considered impervious and would not require stormwater detention. It is assumed that the parking lot will be designed and constructed with permeable pavers.

COMPENSATION

FINAL DESIGN, PERMITTING & CONSTRUCTION PHASE COMPENSATION

SURVEYING SERVICES	SCOPE EXHIBIT	FEE
ALTA/Topo Survey	A	\$4,000

SITE ENGINEERING SERVICES	SCOPE EXHIBIT	FEE
Site Planning & Concept Engineering	B	\$2,000
Final Engineering & Permitting	B	\$18,500
Site Photometric Plan	B	\$2,000
Site Electrical Plan	B	\$5,000

MISCELLANEOUS EXHIBITS

EXTENT OF AGREEMENT	EXHIBIT C	
V3 STANDARD BILLING RATE SCHEDULE	EXHIBIT D	
GENERAL TERMS AND CONDITIONS	EXHIBIT E	

The above fees are lump sum unless noted otherwise. Where fees are noted as "hourly" the fee listed is for budgetary purposes only – actual fee will be based on the actual hours expended on the project multiplied by V3's Billing Rates attached hereto. The budgetary fee listed is based on the expected level of effort to accomplish the task.

If Additional Services are required, V3 shall be paid a fee based on the actual hours expended multiplied by V3's Billing Rate Schedule attached hereto or other negotiated fee.

In addition to the professional services fees set forth above, V3 shall be compensated for 110% of reimbursable expenses such as printing, postage, messenger service, travel, mileage and tolls to/from meetings and other similar project-related items.

CLIENT will be invoiced monthly for professional services and reimbursable expenses. The above financial arrangements are on the basis of prompt payment of invoices and the orderly and continuous progress of the Project through construction.

MISCELLANEOUS CONTRACTUAL ITEMS

The fee and completion schedule stated herein is valid for 30 days from the date of proposal. If the 30 days has expired, V3 reserves the right to renegotiate the fee and/or completion schedule with the CLIENT.

If there are protracted delays for reasons beyond V3's control, an equitable adjustment of the above-noted compensation shall be negotiated taking into consideration the impact of such delay on the pay scales applicable to the period when V3's services are, in fact, being rendered.

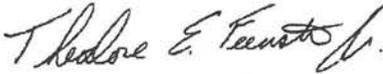
If CLIENT or other interested parties request digital files of design data, V3 shall be indemnified from any claims arising out of the accuracy, misuse or reuse by others of the data delivered in digital form.

We appreciate the opportunity to present this proposal and look forward to working with you on this project.

Sincerely,
V3 COMPANIES, LTD.



Bryan C. Rieger, P.E.
Senior Project Manager



Theodore E. Feenstra, Jr., P.E. LEED AP BD+C
Vice President/Director of Land Development

BCR/bcr/br

Accepted For:
VILLAGE OF BARTLETT

By: _____

Title: _____

Date: _____

INVOICE INFORMATION

PREFERENCE:

Receive by Email

Receive by Mail

Both

Purchase Order # (If Applies)

Important Accounting Notes:

SEND INVOICE TO:

Attention: _____

Company: _____

Address: _____

Email: _____

Phone: _____

EXHIBIT A | Surveying Services

ALTA/NSPS LAND TITLE SURVEY

V3 will perform the following services during this phase:

1. Perform an ALTA/NSPS Land Title Survey of the property as defined as the property located at 214 S. Oak Street and is bounded by Oak Street on the east and residential lots on the north and south (approximately 0.37 acres).
2. The ALTA Survey shall be in accordance with the current Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by the American Land Title Association and the National Society of Professional Surveyors.
3. V3 shall conduct field work in accordance with accepted technical methods and procedures employed by the surveying profession in this geographical region, and those standards required for an ALTA/NSPS survey.
4. In order to provide a finished ALTA/NSPS Land Title Survey, the following information shall be furnished by the CLIENT:
 - The most recent Title Commitment or title evidence satisfactory to the title insurer for the property to be surveyed containing the record description of the property to be surveyed.
 - The current record descriptions of any adjoining to the property to be surveyed, except where such adjoining are lots in platted, recorded subdivisions.
 - Any recorded easements benefiting the property and any easements, servitudes, or covenants burdening the property.
 - Any unrecorded documents affecting the property being surveyed and containing information to which the survey shall make reference, if desired by the client.
 - A list of those parties (full proper names) the survey shall be certified to.
5. Prepare a new legal description depicting the survey, if required.
6. The ALTA/NSPS Land Title Survey will include the minimum requirements necessary to satisfy the current Minimum Standard Detail ALTA/NSPS specifications, including Items 2, 3, 4, 7a, 7b1, 7c, 8, 9 and 11 as listed in "Table A – Optional Survey Responsibilities and Specifications".

TOPOGRAPHIC SURVEY

V3 will perform the following services during this phase:

1. Perform a Topographic Survey of the property described above and shall extend 100 feet beyond the property lines and to the furthest right-of-way line of adjoining roads or streets. See the aerial image below (approximately 2 acres).
2. The Topographic Survey shall conform to the requirements of a Topographic Survey in the state of Illinois.

3. The Topographic Survey will include:
 - Spot elevations will be shown to the nearest 0.01 foot on all "hard surfaces" and utility structures. Spot elevations in unpaved areas such as grass and dirt shall be accurate to the nearest 0.1 foot. Finished floor or top of foundation elevation(s) of existing buildings, curb, flowline and edge of pavement elevations shall be surveyed.
 - Elevation contours with 1'-0" intervals based from field spot elevations. Spot elevations obtained in the field will be of sufficient quantity to generate a contour survey, which properly represents the ground surface. Additional elevations will be indicated on the survey as required to establish accurate profiles (including all changes or breaks in grade) and cross-sections of walks, curbs, gutter, pavement edges, and centerlines.
 - Concrete, asphalt, gravel, buildings, ponds, lakes, streams, and landscape beds shall be located.
 - Cross sections of roadways shall be collected at 50' intervals, unless directed otherwise, along with high and low points. Roadway striping shall also be located.
 - Parkway and curb island trees, together with other individual trees of 6" diameter or greater (callipered 4' +/- above the ground) will be located within one foot tolerance. Where trees are closely grouped, the perimeter outline only of the tree grove will be shown.
 - Wetland flags, if present, shall/shall not be located. CLIENT shall provide V3 a sketch showing the approximate shape, location and point range of each wetland before any field work is started. If V3 is delayed or if an additional trip is necessary to locate the wetland flags after the field survey work has been completed, it will be considered an Additional Service.
 - Utilities and improvements shall be shown based on visible field verified structures, in coordination with atlas information provided by utility companies through J.U.L.I.E.'s/CBU's design stage process, if available. V3 shall only show underground utility lines between structures that are located in the field and appear to be connected. In areas where structures are not shown connected, V3 recommends that the CLIENT contract a specialist to perform a die test or other sub terrain exploratory test.
4. It is the intent of this proposal to prepare the ALTA/NSPS Land Title and Topographic Surveys simultaneously as one document. Separating the surveys into separate documents or offsetting the timing of the two surveys will result in additional services.

EXHIBIT B | Site Engineering Services

SITE PLANNING & CONCEPT ENGINEERING SERVICES

V3 will perform the following services during this phase:

1. Review existing maps, topographic surveys provided by CLIENT, and other information to identify site constraints that may affect the site plan.
2. Review the Title Commitment, if available, and associated documents as provided by CLIENT.
3. Perform a site visit to observe site conditions.
4. Research locations of existing potable water mains, sanitary sewers, and storm sewers that may provide service to the project site.
5. Collaborate with the design team to prepare one site plan of the proposed parking lot for the subject property based on the available base information provided by CLIENT, CLIENT's vision for the property, zoning, and physical constraints. Additional site plan options will be considered Additional Services.

FINAL ENGINEERING & PERMITTING SERVICES

V3 will perform the following services during this phase:

1. Serve as CLIENT's civil engineering representative for the project and provide professional engineering consultation and advice. Participate in one meeting with the CLIENT.
2. Prepare Final Engineering Plans to include the following:
 - Title Sheet
 - General Notes, Legend and Abbreviations Sheet
 - Existing Conditions
 - Demolition Plan
 - Site Geometric and Layout Plans showing property lines, dimensions and geometry of parking areas and sidewalks. With respect to the services to be provided under this phase of the project, V3 will prepare the Final Site Layout Plan and the necessary engineering documents one time. Modifications to the site plan and the resultant engineering revisions will be considered Additional Services and be part of an amendment to this agreement.
 - Paving plans, sections and details for the parking lot and sidewalks adjacent to the subject property. Typical pavement sections will be provided based on the recommendations of the project Geotechnical Engineer or the requirements of the Village. It is assumed that the parking lot will be designed and constructed from permeable pavers to avoid the need for stormwater detention.
 - Site Grading Plans defining the finished grade elevations of the parking lot, sidewalk elevations, and open area grading.

- Stormwater Pollution Prevention Plan to define erosion control measures to be implemented for the site to meet NPDES and local requirements.
 - Site Utility Plans to include storm sewer systems to drain the development. It is assumed that storm sewer service is available directly adjacent to the site and that off-site utility design will not be required. Also, it is assumed that no utility relocation will be required for the proposed improvements. V3 will coordinate the utility systems with mechanical, electrical and plumbing designs as provided by the CLIENT.
 - Construction Details, Technical Specifications and General Notes required to construct the proposed site improvements.
3. Prepare an Engineer's Opinion of Probable Construction Cost as required by the Village of Bartlett.
 4. Prepare storm sewer calculations in conformance with the Village of Bartlett requirements.
 5. Submit an EcoCAT consultation to the Illinois DNR for Threatened and Endangered Species.
 6. Submit a consultation form to the Illinois DNR to obtain feedback on whether a Phase I Archaeological Investigation will be necessary.
 7. Assist the Client in obtaining site-related permits from the Village of Bartlett and the Illinois Environmental Protection Agency for the NPDES permit. Permit fees are the responsibility of the Owner.
 8. Consult with CLIENT and make changes and revisions to the Final Engineering Plans in response to the Village of Bartlett comments.

SITE PHOTOMETRIC PLAN

V3 will complete the following tasks in this scope of work:

1. Coordinate with the CLIENT and obtain the desired lighting levels for the project. It is anticipated that the lighting levels will meet the minimum levels per accepted national standards. Obtaining a variance for lighting levels is not part of this scope of service and will be considered an additional service. Any LEED certification tasks are not part of this scope of services and will be considered an additional service.
2. Obtain the parking lot light fixtures and poles to be used for the project from the CLIENT. It is assumed that existing light fixtures and poles may be relocated and any new fixtures and poles will match the existing as closely as possible. If the CLIENT has not chosen a light fixture and pole, V3 will provide a maximum of three (3) light fixtures and pole options for the CLIENT to review and make a selection. The CLIENT will provide in writing to V3 the light fixtures and poles that they have chosen for the project.
3. Based on the approved site plan and chosen light fixture, V3 will perform a photometric analysis of the parking lot pavement and access drives. Existing parking lot pavement outside of the limits of the parking lots west and south of the building will not be considered in the analysis. Revisions to the lighting design based on site plan changes or light fixture changes by the CLIENT will be considered additional services.
4. Prepare a photometric plan that includes the light fixtures, pole locations, calculated lighting levels, and point-to-point lighting levels.

5. Submit the photometric plan to the CLIENT for concurrence. Revise the photometric plan one time based on comments from the CLIENT. Revisions to the photometric plan based on site plan modifications, light fixture changes and/or changes to lighting level requirements by the CLIENT will be considered an additional service.

SITE ELECTRICAL PLANS

V3 will complete the following tasks in this scope of work:

1. Coordinate the power service type and location with the CLIENT. It is assumed that power for the parking lot lights will be provided from a new service.
2. Design of a lighting controller and electrical panel design.
3. Determine the power load requirements and include it in the plans.
4. Coordinate with the CLIENT regarding the lighting control (i.e. photocell or timeclock) for the project.
5. Prepare a voltage drop calculations and a wiring diagram, if needed. Calculate conduit and wire size.
6. Provide one typical light pole foundation detail. It is our understanding that the top of the light pole foundations shall be 30" minimum to 36" maximum above the adjacent pavement. Additionally, the face of the light pole foundation shall be a minimum of 36" from the face of the adjacent curb.
7. Based on the approved photometric plan, prepare lighting and electrical plans consisting of the following sheets:
 - Site Lighting and Electrical Plans
 - Site Electrical Notes and Details

It is assumed that the site lighting and electrical plans lighting plans will be incorporated into the Final Engineering Plans being prepared by V3.

8. Submit the Site Lighting and Electrical plans to the CLIENT concurrent with the Final Engineering Plans. Revise plans up to one time based on Village review comments.

EXHIBIT C | Extent of Agreement

This agreement is for site-related improvements within the boundaries of the project site. Should additional infrastructure improvements be required beyond the boundaries of the site, the services associated with those improvements will be the subject of a separate agreement. Furthermore, this agreement does not include services for:

1. Survey Services other than listed above.
2. Construction Phase Services.
3. Archaeological or environmental consulting services.
4. Structural engineering services of any kind including the design of site retaining walls, any stairs on-site or the design of underground stormwater detention facilities.
5. Design services, modeling, or permitting associated with work within any existing floodplain or floodway. Based on available information it appears that floodplain is not present on the site.
6. Services resulting from any significant modifications to the site plan by CLIENT or Owner after V3 has received authorization to proceed with a specific phase of work and has prepared its initial computer layout of the site.
7. Preliminary Engineering or Final Engineering for offsite roadway or utility improvements. No improvements to the adjacent roads are anticipated or included in the scope of this agreement at this point.
8. Stormwater Detention or Best Management Practices calculations or design. It is anticipated that no stormwater detention or best management practices will be required for the proposed improvements since the parking lot is proposed to be permeable pavers.
9. Pump Station design for water, stormwater, or wastewater. It is assumed that wet utilities can be connected to via gravity and at utilities are available along the property frontage.
10. Traffic Impact Studies, Parking Studies, Signal design services, Intersection Design Studies, and other Traffic Engineering studies.
11. Gas, electric, and telephone service design for the proposed building. V3 will include the location of these utilities on the Civil Engineering drawings for purposes of coordination only, if the information is provided to us. The CLIENT will be responsible for providing the necessary information to the applicable utility companies for coordinating service to the site. If requested, V3 can assist with dry utility coordination as an Additional Service.
12. Geotechnical design or construction testing services
13. Site inspections or documentation associated with maintaining a SWPPP.
14. V3 may be required to produce documents and emails as part of a court ordered subpoena. Requests of this nature are beyond the control of V3 and are specifically not included in this contract. V3 will notify the CLIENT of any request received on behalf of this contract, and will invoice the CLIENT for time and materials in accordance with the Additional Services and Reimbursables sections of this contract.

Please note that V3 can provide many of the services outlined above should they be required.



**V3 COMPANIES
BILLING RATE SCHEDULE**

(Rates effective January 1, 2019 through December 31, 2019)

<u>Description</u>	<u>Hourly Rate</u>
Principal/Director	210.00
Operations Director	200.00
Senior Project Manager	200.00
Senior Estimator	190.00
Superintendent	170.00
Resident Engineer II	165.00
Resident Construction Manager II	160.00
Senior Ecologist	160.00
Project Manager II	160.00
Project Manager I	150.00
Resident Engineer I	145.00
Resident Construction Manager I	145.00
Senior Project Engineer	140.00
Construction Administrator III	140.00
Project Engineer II	135.00
Project Scientist II	130.00
Project Engineer I	130.00
Landscape Architect II	125.00
Senior Construction Technician	120.00
Landscape Architect I	115.00
Project Scientist I	115.00
Project Surveyor III	110.00
Senior Technician	110.00
Construction Technician III	110.00
Project Designer III	105.00
Engineer III	105.00
Project Surveyor I/II	105.00
Design Technician III	105.00
Scientist III	100.00
Construction Administrator II	100.00
Technician III	95.00
Engineer I/II	95.00
Designer I/II	90.00
Scientist I/II	90.00
Field Ecologist	85.00
Technician I/II	80.00
Project Coordinator	60.00
Survey Crew*	190.00

*Time is charged portal to portal



V3 COMPANIES GENERAL TERMS AND CONDITIONS

1. CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement.
- b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

2. CONSULTANT'S RESPONSIBILITIES

CONSULTANT will render engineering and/or other Professional Services in accordance with generally accepted and currently recognized practices and principles and in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- a. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the CLIENT and any other party concerning the Project, the CONSULTANT shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.
- b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- c. The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the Contract Documents. It is expressly understood that the uncovering of errors in the plans and specifications is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.

3. TERMS OF PAYMENT

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges including all costs of collection (including reasonable attorneys' fees). CONSULTANT shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

4. SUSPENSION OF SERVICES

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

5. TERMINATION

This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by CLIENT, under the same terms, whenever CLIENT shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by CONSULTANT either before or after the termination date shall be reimbursed by CLIENT.

6. ATTORNEY'S FEES

In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses. Prevailing party is the party who recovers at least 75% of its total claims in the action or who is required to pay no more than 25% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for money damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the prevailing party.

7. REUSE OF DOCUMENTS

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are Instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. Upon payment to CONSULTANT for services performed, CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify, defend, and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

8. INSURANCE

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However, the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

9. DIGITAL TRANSMISSIONS.

The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

10. CERTIFICATIONS, GUARANTEES AND WARRANTIES

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification.

11. INDEMNIFICATION

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement.

If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion.

12. WAIVER OF CONTRACT BREACH

The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

13. LIMITATION OF LIABILITY

CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and the CONSULTANT's total fee for services. Risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed \$100,000. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract.

14. HAZARDOUS MATERIALS

The Consultant, its principals, employees, agents or consultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials on this project. The Owner acknowledges that, with regard to this Agreement, the CONSULTANT has no professional liability (errors and omissions) or other insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials"). Those services are not included in the scope of this Agreement.

15. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Illinois.