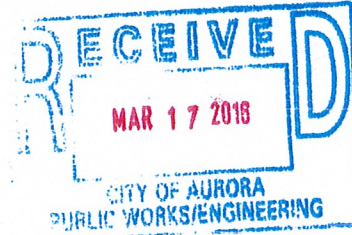


Engineering Enterprises, Inc.

March 11, 2016

Mr. Ken Schroth, P.E.  
Director of Public Works / City Engineer  
City of Aurora  
Engineering Division  
44 East Downer Place  
Aurora, IL 60507



**Re: Professional Services for  
Kautz Road Multi-Use Path Phase II  
Aurora, Illinois**

Dear Mr. Schroth:

Thank you for the opportunity to submit this proposal for professional services for the proposed Kautz Road multi-use path project.

Our proposal presents in more detail below the following items: Project Description, Scope of Services, Fees and Conditions, Qualifications and Acceptance.

### **PROJECT DESCRIPTION**

The City of Aurora, hereinafter referred to as Client, proposes to construct multi-use path improvements as follows:

- **Kautz Road Multi-Use Path Phase II**

Construct a new multi-use path from Fifth Avenue to New York Street. The improvements are generally to consist of a new 10-foot wide multi-use path within the existing Kautz Road R.O.W. as far west as practical without tree removal. This will extend the existing trail on Kautz Road northerly to connect to a proposed facility on East New York Street. This federally funded ITEP project is targeted for a State Letting on September 16, 2016. The Phase II engineering fees are locally funded.

### **SCOPE OF SERVICES**

Our firm proposes to furnish the necessary personnel, materials, equipment and transportation to make necessary investigations, measurements, computations and analysis to perform field and office civil engineering services for the above referenced project, in accordance with the detailed scope of services (attached as Exhibit 1), accepted civil engineering practices, the current Ordinances and Regulations of the City of Aurora and Kane County, and the Illinois Department of Transportation requirements related to storm sewer and roadway improvements.

### **ITEMS NOT COVERED UNDER THIS SCOPE OF SERVICES**

R.O.W. acquisition has not been identified by the City as required; if deemed necessary for the project, Engineering Enterprises, Inc. can provide these services through a contract amendment or with a separate contract for the additional services. If R.O.W. acquisition is identified, then the target letting date cannot be achieved. No services for a Preliminary Site Investigation (PSI) are included since no impacted sites were found during the PESA in Phase I. No services have been included for pH testing or to create a LPC-662 form. This agreement assumes that no traffic signal modifications will be necessary. There is no tree survey included in this agreement as there is anticipated to be minimal tree removal.

### **FREEDOM OF INFORMATION ACT**

Our firm acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City of Aurora to produce certain records that may be in the possession of our firm. Our firm shall comply with the record retention and documentation requirements of the Local Records Retention Act 5 ILCS 160/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the our firm was, in fact, the City of Aurora). Our firm shall review its records promptly and produce to the City of Aurora within two business days of contact from the City of Aurora the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, our firm may request the City of Aurora to extend the time do so, and the City of Aurora will, if time and a basis for extension under the Act permits, consider such extensions

### **FEES AND CONDITIONS**

The proposed method and amount of payment for all services associated with this Contract, as outlined in the attached estimate of level of effort (Exhibit 2) is at a Cost-Plus-Fixed-Fee not to exceed price of **\$54,108.69**.

All permit fees are the responsibility of the Client. We will identify all civil engineering related permit fees and communicate these fees with the Client in time to submit any application and fee to the authorizing jurisdiction.

Payment for all work will be based on invoices submitted periodically by our firm, but not more frequently than monthly as the work progresses. Invoices will be payable by the Client within 45 days of the date of the invoice.

This proposal shall be in effect for a period of thirty (30) days from the date of this proposal. If this proposal is not accepted within that period of time, our firm reserves the right to withdraw or revise this proposal.

Additional assignments not described above will be performed at an hourly rate for the various classifications of employees who will perform the work, or in accordance with a separate proposal. Prior written approval from the Client is required for such additional assignments or charges.

**SCHEDULE**

In order to meet the construction schedule requested by the City, the target letting date is September 16, 2016. Based on that date, the Pre-Final Plans, Specifications and Estimates (PS&E) are due to District 1 on April 22, 2016. Final PS&E are due to District 1 on June 20, 2016. This is an expedited schedule for plan design as Phase I is still underway and does not have Design Approval. This agreement assumes that plans will be prepared for a single state letting. An allowance has not been made to change the PS&E if the state letting is pushed back.

**GENERAL CONDITIONS**

The general conditions, as summarized in Exhibit 3, apply to this agreement.

**QUALIFICATIONS**

Engineering Enterprises, Inc. is actively engaged in the planning, design and construction of transportation projects throughout northeastern Illinois. EEI has also provided civil engineering and land surveying services for a number of projects in the City of Aurora. While various members of our firm will perform the work on this project, the principal contact person with our firm will be Tim Weidner, Project Manager.

The office services for the project will be produced using Computer Aided Drafting (CAD) systems using complementary software and hardware. Adequate field vehicles and communications equipment are available to facilitate field to office coordination.

**ACCEPTANCE**

We will give our full attention to the projects so that they may be finalized as soon as practicable, consistent with performance of our services, and other considerations. We have the experienced staff available to meet these requirements.

If the Project Description, Scope of Services, and Fees and Conditions, as cited above are satisfactory, please indicate your acceptance by signing both of the enclosed proposals and returning one of them to us for our records.

We welcome the opportunity to submit this proposal for professional services to you for your consideration. We look forward to working with and for you on this exciting project.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.



Jeffrey W. Freeman, P.E., CFM, LEED AP  
Vice President

JWF/tww

pc: PGW, TWT, TVW, DMT – EEI (via email)

**AGREEMENT**

All terms and conditions to this Agreement for Professional Services

accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

By \_\_\_\_\_

By \_\_\_\_\_

City of Aurora  
Organization

44 East Downer Place  
Address

Aurora                      IL                      60507  
City                              State                      Zip

Accepted this 11<sup>th</sup> day of MARCH, 2016.

ENGINEERING ENTERPRISES, INC.  
Organization

52 Wheeler Road  
Address

Sugar Grove                      IL                      60554  
City                              State                      Zip

By *Jeffrey W. Freeman*  
Vice President

By *Angie Smith*  
Executive Assistant



**Kautz Road Multi-Use Path Phase II  
City of Aurora**

**Exhibit 1 – Scope of Services**

In order to successfully complete this project, various items will need to be addressed during the design engineering for this project. Our proposed scope of services will include the following:

**Kautz Road Multi-Use Path Phase II**

**A. Project Scoping and Data Collection**

1. No Preliminary Site Investigation (PSI) will be provided.
2. No soil samples will be collected for pH testing and no LPC-662 will be prepared.
3. Effort has been provided to coordinate the concurrent preparation of the Phase I and Phase II, and make changes to the Phase II plans that arise during the Phase I review.

**B. Survey Services**

Topographic Survey will be completed along the project corridor to obtain data for the production of plans and specifications.

**C. Pre-Final Design Engineering**

Pre-Final plans and specifications will be developed in accordance with the applicable IDOT Manuals and City standards where applicable. The general guidelines that will be followed during the design are as follows:

1. Prepare construction plans, consisting of, but not limited to, the following sheets:
  - a. Cover Sheet:
    - i. Project title
    - ii. Location map
    - iii. Professional engineer seal and signature block
    - iv. IDOT and Local Agency signature block
    - v. JULIE information
    - vi. Scales
    - vii. Benchmarks
  - b. General Notes, Legend, and Commitments
    - i. Index of Sheets
    - ii. Key construction notes and information
    - iii. Summary of Quantities
    - iv. Legend
    - v. Project Commitments
  - c. Quantities
    - i. Summary of Quantities using IDOT coded pay items
    - ii. Schedule of Quantities
  - d. Existing and Proposed Typical Sections
    - i. Proposed Sections - R.O.W., pavement width, proposed pavement thickness and materials
    - ii. Hot-Mix Asphalt Mixtures Requirement Table
  - e. Alignment, Ties, and Benchmarks
  - f. Plan & Profile Sheets
    - i. Plan view and centerline profile of proposed shared-use path

- ii. Dimensions
- iii. Construction callouts and notes
- iv. Drainage/utility callouts (as required)
- g. Erosion Control and Protection Plan (may be on the plan and profile sheets)
- h. Cross Sections (as required)
- i. Details
  - i. IDOT Highway Standards
  - ii. IDOT District One details
  - iii. Project specific details
  - iv. City of Aurora details

2. Specifications

- a. Prepare all required special provisions pertaining to construction line items
- b. Include all necessary City special provisions
- c. IDOT Bureau of Design and Environment Special Provisions
- d. IDOT Check Sheet for Recurring Special Provisions
- e. IDOT Check Sheet for Recurring Local Roads and Streets Special Provisions
- f. IDOT Sheet for Index for Supplemental Specifications
- g. Bureau of Local Roads and Streets Special Provisions
- h. Storm Water Pollution Prevention Plan (SWPPP)

3. Estimates

- a. Pre-Final Engineer's Opinion of Probable Construction Cost
- b. Estimate of Time and Construction Schedule

4. Lump Sum Breakdowns

5. Proprietary Item Request Letter (if required)

6. Permitting submittals – (IDOT, KSWCD)

7. Utility Coordination – letters and Pre-Final plans will be sent to all utilities within the project area, including Com-Ed, Nicor, AT&T, Comcast, Fox Metro Water Reclamation District.

D. Final Design Engineering

- 1. Revise Pre-Final engineering documents based on comments received from IDOT, the City and all permitting agencies.
- 2. Final Engineer's Opinion of Probable Construction Cost
- 3. Estimate of Time and Construction Schedule
- 4. Prepare final Contract Documents (Plans, Specifications and Special Provisions)– (following IDOT Local Roads standards)

E. Bidding and Contracting

- 1. No bidding and contracting services will be provided as the project will be on a State Letting.

**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME	Engineering Enterprises, Inc.	DATE	03/10/16
PRIME/SUPPLEMENT	Prime	PTB NO.	
CONTRACT TERM	6 MONTHS	OVERHEAD RATE	199.32%
START DATE	3/1/2016	COMPLEXITY FACTOR	0
RAISE DATE	3/20/2016	% OF RAISE	3.00%

**ESCALATION PER YEAR**

3/1/2016 - 3/20/2016	3/21/2016 - 8/20/2016		
1	5		
6	6		

= 16.67%

= 1.0250

= 85.83%

= 2.50%

**The total escalation for this project would be:**

## PAYROLL RATES

FIRM NAME Engineering Enterprises DATE 03/10/16  
 PRIME/SUPPLEMENT Prime  
 PSB NO. \_\_\_\_\_

ESCALATION FACTOR 2.50%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Sr. Principal	\$67.31	\$68.99
Principal	\$56.64	\$58.06
Sr. Proj. Manager	\$50.71	\$51.98
Proj. Manager	\$40.21	\$41.22
Sr. Proj. Eng/Surv II	\$38.10	\$39.05
Sr. Proj. Eng/Surv I	\$34.62	\$35.49
Proj. Eng/Surv	\$28.25	\$28.96
Assoc. Eng/Surv	\$14.00	\$14.35
Sr. Proj. Tech II	\$36.71	\$37.63
Sr. Proj. Tech I	\$32.20	\$33.01
Admin. Assistant	\$25.80	\$26.45
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00



**COST PLUS FIXED FEE  
COST ESTIMATE OF CONSULTANT SERVICES**

FIRM Engineering Enterprises, Inc. DATE 03/10/16  
 PSB Prime OVERHEAD RATE 1.9932  
 PRIME/SUPPLEMENT 0 COMPLEXITY FACTOR 0

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	Project Scoping, Data Collection	12	448.75	894.44		194.76				1,537.95	2.84%
	Topographic Survey	94	3,450.23	6,877.00		1,497.45				11,824.68	21.85%
	Kick-Off Meeting With IDOT	12	448.75	894.44		194.76				1,537.95	2.84%
	IDOT Coordination	4	164.86	328.60		71.55				565.01	1.04%
	Contract Plans	216	7,537.03	15,022.81		3,271.18				25,831.01	47.74%
	Special Provisions and Estimates	36	1,315.69	2,622.43		571.03				4,509.15	8.33%
	Revisions and Final Plans, Specifications and Estimates	24	888.84	1,771.63		385.77				3,046.24	5.63%
	QC/QA and Project Management	36	1,533.81	3,057.19		665.70				5,256.70	9.72%
	<b>TOTALS</b>	434	15,787.95	31,468.55	0.00	6,852.19	0.00	0.00	0.00	54,108.69	100.00%
	Subconsultant DL										

DBE

DBE 0.00%

PREPARED BY THE AGREEMENTS UNIT

**AVERAGE HOURLY PROJECT RATES**

**FIRM** Engineering Enterprises, Inc.

**PSB** \_\_\_\_\_

**PRIME/SUPPLEMENT** Prime

**DATE** 03/10/16

**SHEET** 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES						Project Scoping, Data Collection			Topographic Survey			Kick-Off Meeting With IDOT			IDOT Coordination			Contract Plans			
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	
Sr. Principal	68.99	0																					
Principal	58.06	4	0.92%	0.54																			
Sr. Proj. Manager	51.98	0																					
Proj. Manager	41.22	84	19.35%	7.98	4	33.33%	13.74	20	21.28%	8.77	4	33.33%	13.74	4	100.00%	41.22							
Sr. Proj. Eng/Surv II	39.05	28	6.45%	2.52																			
Sr. Proj. Eng/Surv I	35.49	214	49.31%	17.50	8	66.67%	23.66	74	78.72%	27.94	8	66.67%	23.66										
Proj. Eng/Surv	28.96	0																					
Assoc. Eng/Surv	14.35	0																					
Sr. Proj. Tech II	37.63	0																					
Sr. Proj. Tech I	33.01	100	23.04%	7.60																			
Admin. Assistant	26.45	4	0.92%	0.24																			
		0																					
		0																					
		0																					
		0																					
		0																					
		0																					
		0																					
		0																					
<b>TOTALS</b>		434	100%	\$36.38	12	100.00%	\$37.40	94	100%	\$36.70	12	100%	\$37.40	4	100%	\$41.22	216	100%					\$34.89

**PREPARED BY THE AGREEMENTS UNIT**

Exhibit 2

### AVERAGE HOURLY PROJECT RATES

**FIRM** Engineering Enterprises, Inc.  
**PSB** \_\_\_\_\_  
**PRIME/SUPPLEMENT** Prime

**DATE** 03/10/16  
**SHEET** 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Special Provisions and Estimates			Revisions and Final Plans, Specifications and Estimates			QC/QA and Project Management										
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg					
Sr. Principal	68.99																	
Principal	58.06																	
Sr. Proj. Manager	51.98																	
Proj. Manager	41.22	8	22.22%	9.16	4	16.67%	6.87	24	66.67%	27.48								
Sr. Proj. Eng/Surv II	39.05	8	22.22%	8.68	4	16.67%	6.51	8	22.22%	8.68								
Sr. Proj. Eng/Surv I	35.49	16	44.44%	15.77	16	66.67%	23.66											
Proj. Eng/Surv	28.96																	
Assoc. Eng/Surv	14.35																	
Sr. Proj. Tech II	37.63																	
Sr. Proj. Tech I	33.01																	
Admin. Assistant	26.45	4	11.11%	2.94														
<b>TOTALS</b>		36	100%	\$36.55	24	100%	\$37.03	36	100%	\$42.61	0	0%	\$0.00	0	0%	\$0.00	0	0%

**PREPARED BY THE AGREEMENTS UNIT**

**EXHIBIT 3  
GENERAL CONDITIONS**

**CITY OF AURORA PROJECT**

**SECTION 1 – THE ENGINEER AGREES**

- 1.1 Engineer agrees to procure and maintain at its sole cost, during the term of this Agreement, and to require each subcontractor to provide and maintain, at its own cost and expense, the types of policies of insurance coverage in such amounts as are set forth below:
- a. General Public Liability and Property Damage Insurance, limits of liability of not less than one (1) million dollars (\$1,000,000) each occurrence and two (2) million dollars (\$2,000,000) general aggregate.
  - b. Workmen's Compensation and Employer's Liability Insurance of not less than five (5) hundred thousand dollars (\$500,000).
  - c. Automobile Liability Insurance with limits of liability of not less than one (1) million dollars (\$1,000,000) with respect to any personal injury, sickness, disease or death of one or more persons and with respect to damage or injury to or destruction of property in any occurrence, covering owned, non-owned and hired vehicles.
  - d. Professional Liability Insurance, limits of liability of not less than one (1) million dollars (\$1,000,000) per claim and two (2) million dollars (\$2,000,000) aggregate.
- 1.2 Other than the insurance referenced in Section 1.1, b and 1.1, d above, Engineer agrees to endorse and name Owner and to require all subcontractors to endorse and name Owner as a primary, non-contributory additional insured on the above referenced insurance policies for this project. The Engineer also agrees to provide Owner with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day Notice to Owner of cancellation or non-renewal of coverage except for 10 day notice for non-payment. The Certificate Holder address shall read: City of Aurora, ATTN: Risk Manager, 44 E, Downer Place, Aurora, IL 60507.
- 1.3 Engineer agrees to indemnify and save Owner harmless from and against any loss, damage, injury or liability including reasonable attorney's fees and costs to the extent arising from any willful or negligent acts of Engineer, its employees, agents, subcontractors and their employees and agents performed during the execution of the services provided for in this Agreement. Engineer shall not be responsible for any loss, damage or liability arising from any acts by

Owner, its agents, staff, consultants employed by others, or other third parties who are not employees of Engineer.

- 1.4 That all engineering services will be performed in accordance with all federal, state and local laws and the rules and regulations of the Illinois Environmental Protection Agency that are in force at the time the services are performed under this Agreement.
- 1.5 That all documents furnished by the Engineer pursuant to this Agreement will be endorsed by him and will show his professional seal when such is required by law.
- 1.6 The Engineer will perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. The Engineer's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

## **SECTION 2 – THE OWNER AGREES**

- 2.1 That any services beyond the scope, not included or beyond the amount of work listed in The Scope of Services Section, will be considered additional work. In the event there is a dispute whether something is considered to be additional work, the parties will engage in a good faith, collaborative process to arrive at a consensus as to how the work will be done, the details and costs of the work and whether it falls outside of the scope of the work herein. No additional work will be done without the Owner's prior written approval. Compensation for additional work will be paid in accordance with the Engineer's Fee Schedule attached hereto for the 2014 calendar year or the current schedule in effect after calendar year 2014. Nothing in this Section shall release Engineer of responsibilities for furnishing services, without extra cost to the Owner, when such services are necessary due to Engineer's error.
- 2.2 That payments due the Engineer for services rendered will be made in monthly payments based upon actual work completed.
- 2.3 To pay Engineer within 30 days after approval of the invoice by the City Council, and in accordance with the Illinois Prompt Payment Act.
- 2.4 In no event shall Engineer be required by Owner to indemnify any other party for the consequences of that party's negligence, including negligent failure to follow Engineer's recommendations.
- 2.5 Engineer's employees shall not be retained as expert witnesses except by separate written Agreement.

- 2.6 That the Engineer will not field verify by means of digging or vacuuming the location, size, type and depth of water and sewer utilities. All field verification of utilities utilizing digging or vacuuming methods shall be performed by the Owner or be considered additional services to this Contract.
- 2.7 Human Rights Act and Sexual Harassment Policy – The parties agree that this contract shall be carried out in full conformity with the Illinois Human Rights Act and that the Engineer has and shall maintain a Sexual Harassment Policy in conformity with Section 2-105(A)(4) of the Illinois Human Rights Act.

### **SECTION 3 – IT IS MUTUALLY AGREED**

- 3.1 During the progress of work under this Agreement, the Engineer shall continuously monitor its costs and anticipated future costs, and if such monitoring indicates possible costs in excess of the amounts stated in the Fees and Conditions Section, the Engineer shall immediately notify the Owner.
- 3.2 That the Engineer agrees that he has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty the Owner shall have the right to void this Agreement without liability whatsoever.
- 3.3 That the Owner acknowledges that the Engineer is a corporation and agrees that any claim made by the Owner arising out of any act or omission of any director, officer or employee of the Engineer, in the execution or performance of this Agreement shall be made against the Engineer and not against such director, officer or employee.
- 3.4 That the Owner and the Engineer each binds himself and his partners, successors, executors, administrators and assigns to the other party of the Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement; Neither the Owner nor the Engineer shall assign, sublet or transfer his interest in the Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any office or agent of any public body which may be party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Owner and the Engineer.
- 3.5 All Reports, Drawings, Specifications, other documents, including those in electronic form, prepared or furnished by the Engineer pursuant to this Agreement are Instruments of Service for use solely with respect to this project. The Owner shall be considered the owner of the Instruments of Service and shall have the authority to use said Instruments of Service without

restrictions, on this or any other project. In the event of any termination of the Engineer's services, the Engineer shall turn over and deliver to the Owner a copy of all Instruments of Service, including any information or documents in electronic format, AutoCad, or otherwise. In the event any such documents or Instruments of Service are incomplete, the same may be appropriately marked by the Engineer as Incomplete and Unreliable. Use of these documents for any reason is at the user's sole risk. A copy of all Instruments of Service shall be delivered to the Owner at such time as they are completed or at such time as the Contract is terminated.

- 3.6 The Engineer shall perform the function of Agent or Representative of the Owner, during the performance of the project. The Engineer may be required to enter private properties and private premises to perform the work identified in the project.
- 3.7 Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions. Engineer's opinion of probable total project and construction costs provided for the project are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional Engineer familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids, or actual total project or construction costs will not vary from opinions of probable cost prepared by Engineer.
- 3.8 This Agreement may be terminated by the Owner at any time. In the event of termination by Owner, Engineer shall be entitled to be paid for those services performed to the date of termination, and for actual costs related to close-out and terminating contracts with Engineer's consultants, contractors, and vendors provided the City first approved of the contract with the consultant, contractors and vendors.
- 3.9 Any provision of the Agreement held in violation of any law shall be deemed stricken and all remaining provisions shall remain binding on the parties.