



October 28, 2014

Mr. Dan Feltman P.E., CFM
City of Aurora Engineering Division
44 East Downer Place
Aurora, IL 60507

Re: Proposal for Professional Engineering and Surveying Services
Corporate Boulevard Realignment Preliminary Engineering
Aurora, Illinois

Dear Mr. Feltman:

On behalf of V3 Companies (V3), we are pleased to submit this proposal for transportation engineering services for 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 which set forth the contractual elements of this agreement, will constitute an agreement between the City of Aurora (CLIENT) and V3 for services on this project.

I. Introduction

It is our understanding that the CLIENT wants to realign Corporate Boulevard as depicted in Exhibit 1. Corporate Boulevard is currently a two-lane undivided roadway between Church Road and Farnsworth Avenue with a divided median and exclusive left-turn lanes at the approaches to both Church Road and Farnsworth Avenue. The project limits are anticipated to be from Farnsworth Avenue to the first commercial driveway on Corporate Boulevard west of Farnsworth Avenue. As shown in Exhibit 1, Corporate Boulevard will be realigned to the existing signalized intersection of Farnsworth Avenue and the Chicago Premium Outlets. The existing intersection of Farnsworth Avenue and Corporate Boulevard will be converted to right-in/right-out access.

This proposal includes preliminary engineering services for Corporate Boulevard to identify roadway alignment, intersection geometrics, right-of-way needs, drainage/detention, construction budget, and any permitting requirements. A detailed scope of work is provided in Attachment A. A separate proposal will be provided for Phase II final engineering and Phase III construction engineering services at a later date.

II. Extent of Agreement

This agreement is for preparation of preliminary engineering plans for Corporate Boulevard as described above and in Attachment A. If additional tasks are required, these services will be the subject of additional services or separate agreements. Furthermore, this agreement does not include services for:

- Hydro-excavation, vacuum excavation, potholing, etc. for locating the Nicor gas line or other utilities;
- Intersection design studies (IDS);

- Geotechnical, archaeological, or environmental consulting services;
- Design services, modeling, or permitting associated with work within any existing floodplain, floodway, or wetlands;
- Pump station design for water, stormwater, or wastewater;
- Gas, electric, telephone, etc. utility relocation design. V3 will coordinate with the owners of these facilities and include the location of these utilities on the plans for purposes of coordination only;
- Landscaping or irrigation consulting services;
- Public involvement open house, public meetings, and hearings;
- US Army Corps of Engineers/Kane County/City of Aurora Permit Application Submittal and Coordination;
- Wetland mitigation or Best Management Practices design or coordination;
- Preparation of plats and legal descriptions and acquisition services for easements or right-of-way;
- Phase II and Phase III engineering services; and
- Permit fees, bonds, etc.

III. Compensation

For the aforementioned Scope of Services, V3 shall be paid on an hourly basis with a not-to-exceed fee of \$43,835.06. A breakdown of manhours and fee is provided in Attachment B. Additional Services of V3's principals and employees engaged directly on the project will be the subject of a separate agreement.

The 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 on the project.

IV. Miscellaneous Contractual Items

V3 will initiate its services promptly upon receipt of CLIENT's acceptance of this proposal. A proposed project schedule is provided in Attachment C.

If there are protracted delays for reasons beyond V3's control, an equitable adjustment of the above-noted compensation may 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 a computer disk 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 disk form. V3 will provide design data files to the City in AutoCadd format.



V. Summary

This agreement, together with the General Terms and Conditions (Attachment D) attached hereto, represents the entire understanding between the CLIENT and V3. If the terms of this agreement are found to be satisfactory, please sign this agreement in the space provided and return one signed copy to our office. Receipt of the signed authorization will serve as our Notice to Proceed for this work.

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

Sincerely,
V3 COMPANIES



Michael J. Rechterik, P.E., PTOE
Project Manager



David Heslinga, P.E.
Director of Transportation

Accepted for:
City of Aurora

BY: _____

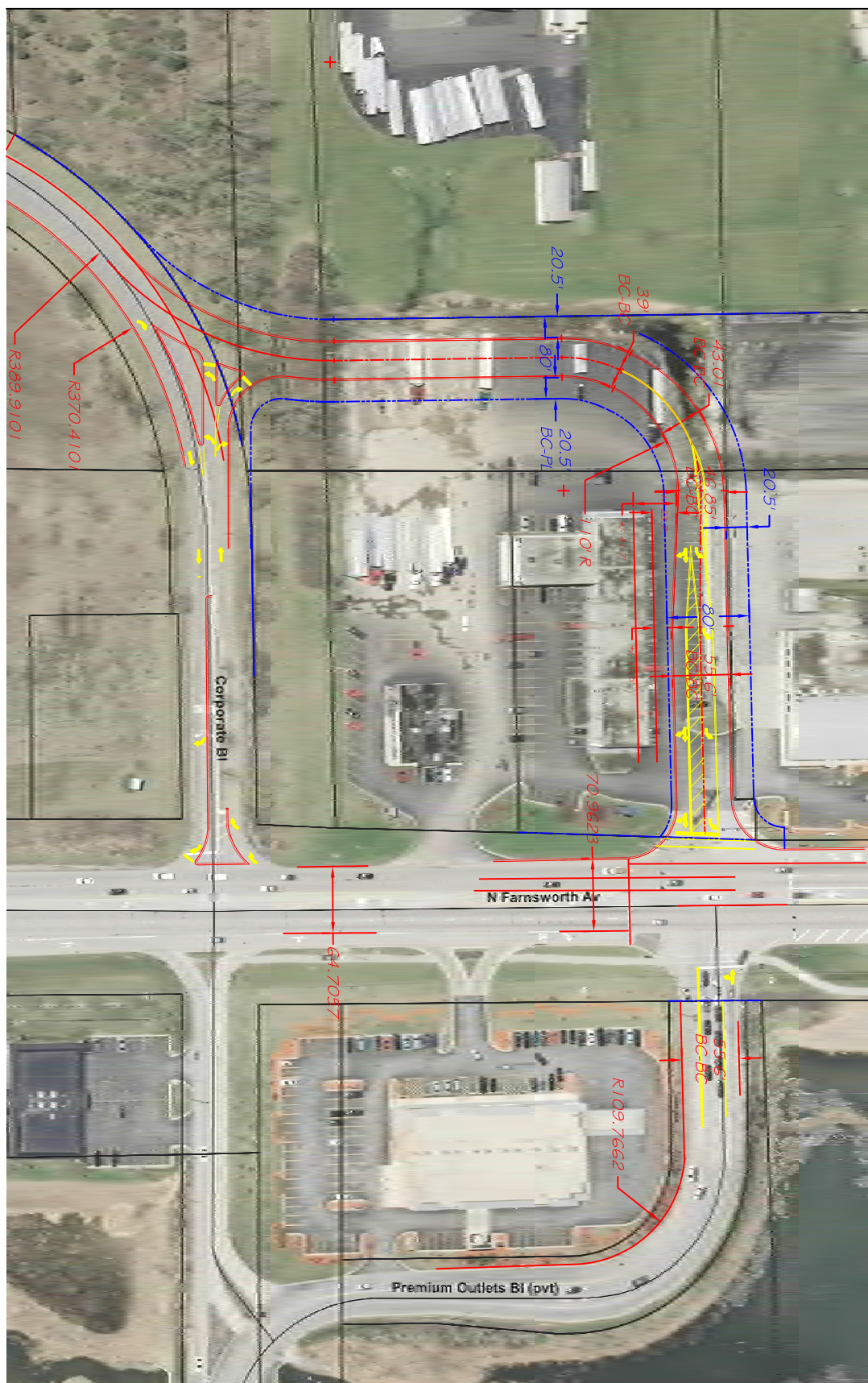
TITLE: _____

DATE: _____

- Exhibit 1
- Exhibit 2
- Attachment A – Scope of Work
- Attachment B – Work Effort and Fee
- Attachment C – Project Schedule
- Attachment D – General Terms and Conditions

Cc: Greg Wolterstorff, V3





ATTACHMENT A
SCOPE OF WORK

**ATTACHMENT A
PRELIMINARY ENGINEERING
CORPORATE BOULEVARD REALIGNMENT**

CITY OF AURORA

SCOPE OF SERVICES

PROJECT DESCRIPTION

The proposed improvements consist of realigning Corporate Boulevard to the existing signalized intersection of Farnsworth Avenue and the Chicago Premium Outlets. The existing intersection of Farnsworth Avenue and Corporate Boulevard will be converted to right-in/right-out access. This scope of work includes only preliminary engineering services needed to determine right-of-way needs, roadway alignment, intersection geometrics, stormwater requirements, and construction budget.

SCOPE OF WORK

TASK 1 – TOPOGRAPHIC SURVEY

A full topographic survey will be conducted within the defined survey area as depicted in Exhibit 2. The topographic survey services will include the following:

- Record a minimum of two (2) permanent benchmarks at the site. Elevations shall be referenced to a datum commonly acceptable to the reviewing government agency. Description of the source benchmark to which the new benchmarks are tied shall be indicated on the survey.
- A contour survey with 1'-0" contour intervals shall be prepared from field spot elevations. Spot elevations obtained in the field shall be of sufficient quantity to generate a contour survey which properly represents the ground surface. Additional elevations shall 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.
- Finished floor or top of foundation elevation(s) of existing buildings within the Survey Area.
- Spot elevations shall 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.
- Pavement types such as concrete, asphaltic concrete, gravel, etc. shall be indicated.
- Existing improvements, buildings, and surface features shall be located.
- Individual trees of 3" diameter or greater (callipered 4'± above the ground) shall be located within one foot tolerance. Where trees are closely grouped, the perimeter outline only of the tree grove shall be shown.
- Mean elevations of water in retention ponds, lakes, or streams shall be shown as depicted at the time the survey field work was conducted.
- Top of curb, flow line, and edge of pavement elevations of all roadways and streets within the survey area.
- Roadway striping, of all roadways and streets within the survey area.

- Wetland flags, if present, shall 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.
- Right-of-way and property lines shall be established from existing monumentation and record drawings.
- The topographic survey shall incorporate information on existing utility systems adjoining or contained within the survey area which are obtained from city departments or utility companies responding to written or verbal requests for utility records through the Joint Utility Locating Information for Excavators (J.U.L.I.E.) Design Stage/Planning Information process and available for the surveyors use at the time of the survey. Records or Atlas information that is provided to V3 after completion of the survey can be provided to the CLIENT or engineer.
- 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 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.

TASK 2 – DATA COLLECTION

Pertinent information for the project will be obtained from the City. This information will include:

- any available aerial photography
- as-built plans
- right-of-way plats
- plans for new developments
- any available traffic counts
- accident records
- utility mapping
- contour mapping

In order to gain a thorough understanding of the project, the design team will conduct a site review and a photographic log of the existing conditions will be prepared.

TASK 3 – GEOMETRIC DESIGN STUDIES

Comprehensive geometric studies will be performed to develop a conceptual roadway design. Roadway geometrics will be studied to minimize impacts to right-of-way, access patterns, utilities, side roads, and driveways while meeting City design requirements and the proposed drainage requirements by Kane County. Upon an evaluation of the existing conditions, the following roadway design elements will be studied:

- Typical Sections
- Horizontal Geometrics (including alignment studies)
- Vertical Geometrics

Detailed cross section studies will be performed in order to evaluate and develop the various roadway design elements. The anticipated typical section for Corporate Boulevard will consist of one 12' wide through lane in each direction with provisions for auxiliary turn lanes at the

intersection with Farnsworth Avenue. The existing Corporate Boulevard will be evaluated and intersect with the re-aligned Corporate Boulevard.

V3 will utilize traffic data collected at the intersection of Farnsworth Avenue and the CPO driveway as well as other traffic data collected over the past few years. Traffic will be projected to the year 2030 to determine number and type of auxiliary lanes and storage lengths.

TASK 4 – PRELIMINARY STORMWATER ANALYSIS

Based on a preliminary review of the project area, it appears that a minor ditch exists north of Corporate Boulevard that would be crossed by the new alignment of Corporate Boulevard. No mapped floodplain is associated with this minor drainage way and the tributary drainage area is less than one square mile. V3 is also familiar with the drainage systems between the two hotel properties and know that storm sewer infrastructure exists and must be evaluated as part of the Corporate Drive realignment.

Given V3's knowledge of the Indian Creek Watershed and the Church Road Drainage system (just west of this project), cost savings for this project hydrology will be experienced.

- V3 will utilize the regulatory hydrologic calculations, models and exhibits created for the Church Road drainage and the Indian Creek Watershed Study as a base for determining the locations where stormwater runoff enters and exits the Corporate Drive realignment right-of-way, tributary drainage areas, flow rates and hydraulic characteristics of the roadway crossings within the proposed improvement area.
- A critical duration analysis will be performed at the specific culvert location using Bulletin 70 rainfall data with Huff Quartile Distributions in accordance with the City of Aurora and Kane County requirements. The resulting discharges will be used in the culvert hydraulic analyses.
- V3 shall establish high water elevations on the major drainage way within the limits of the project area using HEC-RAS with backwater calculation methodology. The limits of the hydraulic analyses will be 1,000 feet upstream and downstream of the culverts in accordance with the requirements set in the IDOT Drainage Manual for hydraulic surveys.
- V3 will prepare concept culvert sizing for the minor drainage crossing of Corporate Drive.
- V3 will determine detention requirements for the proposed improvements based on the City of Aurora Standard Specifications for Improvements for Stormwater Management. Required detention volumes, release rates and outlet characteristics will be determined for each of the locations where stormwater runoff is leaving the project right-of-way.
- V3 will also perform conceptual storm sewer calculations for the proposed improvements to get an understanding of storm sewer sizes and any potential issues related to the design.
- Stormwater Permitting requirements will also be determined as a part of this phase.

TASK 5 – WETLAND DETERMINATION

A botanist and soil scientist from V3's Natural Resources Division will conduct a field investigation of the site. This will occur outside of the 2014 Kane County growing season (May to October). V3 will determine if wetlands and/or Waters of the U.S. (in accordance with the Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Midwest Region) are present. V3's wetland delineation team will collect data at the site.

If wetlands are identified on the site, the limits of delineated wetlands/waters will be staked in the field, and located via a handheld GPS unit by V3. The wetland boundaries will be mapped on a recent large-scale aerial photograph, based on our field assessment of the vegetation, soils and hydrology at the site. Wetland assessment will also be conducted which involves an evaluation of wetland characteristics, including wildlife habitat quality, the presence of threatened and endangered species, water quality functions, and plant community quality. Wetland Assessment also includes a preliminary jurisdictional determination for isolated or adjacent wetland.

Assessment can affect the category of permit and the acreage of wetland mitigation required, depending on the acreage of proposed wetland impacts, and the quality of impacted wetlands. Delineated wetlands will be evaluated for their status as a High Quality Aquatic Resource (HQAR), using Chicago District criteria.

V3 will summarize their findings and include them in the preliminary engineering report.

TASK 6 – ENGINEER’S OPINION OF PROBABLE CONSTRUCTION COSTS

V3 will prepare an engineer’s opinion of probable construction costs (EOPCC) based on the preliminary engineering plans utilizing IDOT pay items and City’s standards and guidelines. Itemized costs will be determined using available guides and bid tabulations from similar projects. In addition, the pay item reports with awarded prices from IDOT’s website will be used to approximate current unit costs.

TASK 7 – PRELIMINARY ENGINEERING REPORT

A Preliminary Engineering Report (PER) will be prepared and will include a discussion of the information obtained and the various design studies completed.

The following exhibits will be prepared and incorporated into the project report:

- Location Map
- Existing and Proposed Typical Sections (11” x 17” exhibit size)
- Plan and Profile sheets (1”=50’ scale, 11” x 17” exhibit size)
- Engineer’s Opinion of Probable of Construction Cost
- Right-of-way maps (for City’s assistance in right-of-way acquisition process)
- Wetland map if required

Two submittals of the PER will be required (preliminary and final). However, prior to the preliminary PER submittal, conceptual Typical Sections and Plan and Profile sheets will be submitted to the City for review and comment.

TASK 8 – QUALITY ASSURANCE / QUALITY CONTROL

V3 will perform in-house quality control reviews to ensure that the preliminary plans, cost estimate, and report are correct and meet the standards and guidelines for the element or system. These quality control reviews will occur prior to submittal of any deliverable to the City. The designated Project Manager will be responsible for the oversight of the QA/QC procedures and quality control reviews of the documents submitted for the project.

Prior to each submittal, V3's Project Manager will perform quality reviews. These reviews will include plan design reviews, reviews of supporting calculations, and review of the report.

The QA/QC process also involves the preparation and maintenance of project records. The process will assure that records are legible, identifiable and retrievable; protected from damage or loss; and are systematically filed in one location.

TASK 9 – MEETINGS AND AGENCY COORDINATION

V3 will attend a project kickoff meeting at the City, review and progress meetings at the City as requested, public information meetings as requested, and utility coordination meetings if needed. A maximum of six (6) meetings has been budgeted for this task.

V3 will send each utility owner a set of preliminary plans to verify the locations of their utilities. The intent in the design of the project is to avoid any existing utility to the extent feasible.

V3 will advise the CLIENT regarding any required permitting that may be needed for the project.

TASK 10 – ADMINISTRATION AND MANAGEMENT

Project administration and management will be performed by senior and administrative staff.

- Prepare invoices and progress reports on a monthly basis and submit to the City for review and processing.
- Provide project and staff management. Coordinate project tasks between design team members.
- Conduct internal team meetings as necessary and provide procedures for documenting and filing of project information.

PROVISIONS BY THE CITY

The City will provide the following information and data to V3:

- Any available as-built plans and survey of the project area;
- Utility maps for water, sewer, street lighting, and traffic signals;
- Meeting rooms for meetings; and
- City design details, guidelines, and specifications.

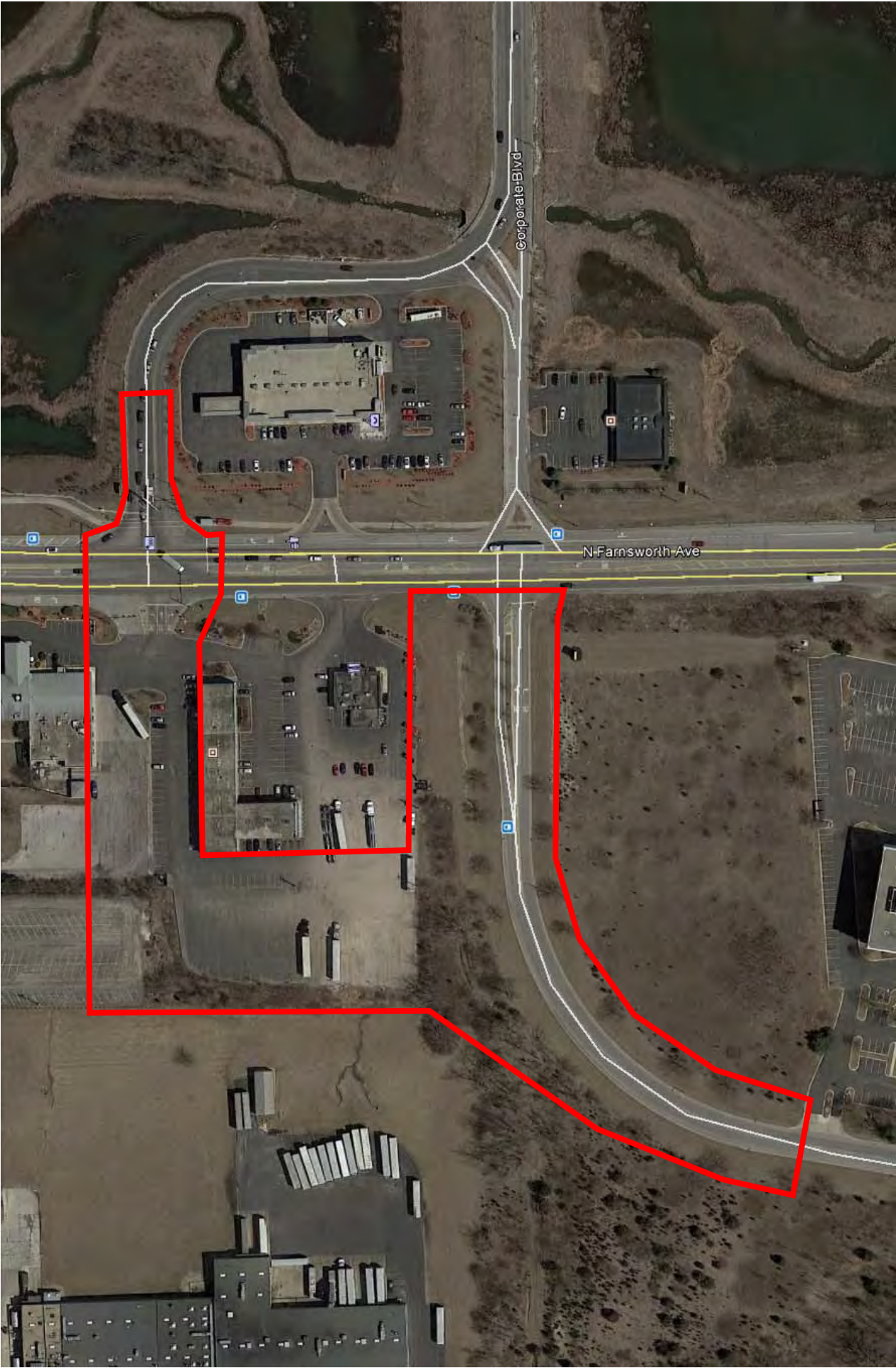


EXHIBIT 2

ATTACHMENT B
WORK EFFORT AND FEE

Attachment B
Corporate Blvd Realignment Preliminary Engineering

COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

FIRM V3 Companies DATE 10/28/14
 PSB OVERHEAD RATE 1.6512
 PRIME/SUPPLEMENT Prime COMPLEXITY FACTOR 0

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
Topographic Survey	100	3,336.70	5,509.57		1,282.71	200.00			10,328.98	23.56%
Data Collection	20	743.28	1,227.30		285.73				2,256.31	5.15%
Geometric Design Studies	36	1,250.15	2,064.25		480.59				3,794.98	8.66%
Preliminary Stormwater Analysis	48	1,705.98	2,816.91		655.82				5,178.71	11.81%
Wetland Determination	12	497.36	821.25		191.20				1,509.81	3.44%
EOPCC	20	811.62	1,340.15		312.01				2,463.77	5.62%
Preliminary Engineering Report	80	3,172.45	5,238.35		1,219.57	500.00			10,130.36	23.11%
QA/QC	10	613.01	1,012.20		235.66				1,860.87	4.25%
Meetings and Agency Coordination	34	1,498.15	2,473.74		575.92	100.00			4,647.81	10.60%
Administration and Management	10	547.98	904.82		210.66				1,663.46	3.79%
Subconsultant DL					0.00				0.00	0.00%
TOTALS	370	14,176.68	23,408.53	0.00	5,449.85	800.00	0.00	0.00	43,835.06	100.00%

**Attachment B
Corporate Blvd Realignment Preliminary Engineering
AVERAGE HOURLY PROJECT RATES**

FIRM

PSB

PRIME/SUPPLEMENT

V3 Companies

Prime

DATE

10/28/14

SHEET

1

OF

2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Topographic Survey			Data Collection			Geometric Design Studies			Preliminary Stormwater Analysis			Wetland Determination					
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg			
Division Director	68.55	10	2.70%	1.85																		
Senior Project Manager	67.62	20	5.41%	3.66	8	8.00%	5.41									2	4.17%	2.86		2	16.67%	11.27
Project Manager	51.36	68	18.38%	9.44	4	4.00%	2.05	4	20.00%	10.27	4	11.11%	5.71	4	8.33%	4.28			4	33.33%	17.12	
Project Engineer I	35.86	48	12.97%	4.65				8	40.00%	14.34						20	41.67%	14.94				
Project Engineer II	41.89	20	5.41%	2.26							4	11.11%	4.65									
Engineer II	29.82	56	15.14%	4.51				4	20.00%	5.96	8	22.22%	6.63	20	41.67%	12.42						
Engineer III	32.92	24	6.49%	2.14				4	20.00%	6.58	12	33.33%	10.97									
Scientist II	26.11	6	1.62%	0.42															6	50.00%	13.06	
Design Technician III	30.44	24	6.49%	1.97							8	22.22%	6.76									
Survey Crew	28.90	52	14.05%	4.06	52	52.00%	15.03															
Project Surveyor III	30.21	36	9.73%	2.94	36	36.00%	10.88									2	4.17%	1.04				
Administration	24.97	6	1.62%	0.40																		
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TOTALS		370	100%	\$38.32	100	100.00%	\$33.37	20	100%	\$37.16	36	100%	\$34.73	48	100%	\$35.54	12	100%	\$41.45			

Attachment B
Corporate Blvd Realignment Preliminary Engineering
AVERAGE HOURLY PROJECT RATES

FIRM V3 Companies
 PSB Prime
 PRIME/SUPPLEMENT

DATE 10/28/14
 SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	EOPCC			Preliminary Engineering Report			QA/QC			Meetings and Agency Coordination			Administration and Management					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Division Director	68.55				4	5.00%	3.43	2	20.00%	13.71			2	20.00%	13.71				
Senior Project Manager	67.62	2	10.00%	6.76	4	5.00%	3.38	4	40.00%	27.05									
Project Manager	51.36	2	10.00%	5.14	16	20.00%	10.27	4	40.00%	20.54	18	52.94%	27.19	8	80.00%	41.09			
Project Engineer I	35.86				20	25.00%	8.96												
Project Engineer II	41.89	8	40.00%	16.76							8	23.53%	9.86						
Engineer II	29.82	8	40.00%	11.93	8	10.00%	2.98				8	23.53%	7.02						
Engineer III	32.92						3.29												
Scientist II	26.11																		
Design Technician III	30.44				16	20.00%	6.09												
Survey Crew	28.90																		
Project Surveyor III	30.21				4	5.00%	1.25												
Administration	24.97																		
TOTALS		20	100%	\$40.58	80	100%	\$39.66	10	100%	\$61.30	34	100%	\$44.06	10	100%	\$54.80	0	0%	\$0.00

ATTACHMENT C
PROJECT SCHEDULE

ATTACHMENT D

GENERAL TERMS AND CONDITIONS



ATTACHMENT D
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 services in accordance with generally accepted and currently recognized engineering practices and principles. 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 forty-five (45) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.0% per month from said forty-fifth 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. CONSULTANT shall have no liability whatsoever to CLIENT for any reasonable 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.

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. In the event of termination by CLIENT, CLIENT shall only be liable for fees actually incurred by CONSULTANT up to the termination date.

6. 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. 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 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.

7. 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.

8. FACSIMILE 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 by facsimile machine, 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 by facsimile machine; 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 facsimile transmission was used.

9. 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.

10. INDEMNIFICATION

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT 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 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.

11. 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.

12. CONTROLLING LAW / VENUE

This Agreement is to be governed by the law of the State of Illinois. Any actions related to this agreement shall be brought exclusively in the Kane County 16th Judicial Court or any federal court located in the State of Illinois.

13. CONSTRUCTION STAKING PROVISIONS

- a. The destruction of any point(s) labeled C.P. (control point) without the consent of the CONSULTANT will be charged as a non-contract item, at \$300.00 per incident. Control points will be marked, highly visible and identifiable by a "pig-pen" or "triple lath" configuration surrounding each control point.
- b. CONSULTANT will require a minimum of 48 hours notice for scheduling of survey crews. Once the crew is on site, crew will return for as long as required to finish the requested work. ADDITIONAL WORK given to crew, while crew is on-site, will be performed in a minimum of 48 hours. Scheduled surveying requests shall constitute a minimum of 4 hours of field work.
- c. It is understood that it is the CLIENT's responsibility to notify the CONSULTANT (in writing) of any and all revisions to the contract documents. Current blue line drawings for the project shall be supplied to CONSULTANT by CLIENT.
- d. If underground utility lines and/or curb lines are incorrectly constructed, and the CONSULTANT's stakes are claimed to be the source of error, the stakes in question MUST BE IN THE GROUND as set by the CONSULTANT in order that a re-verification of the location of the stakes can be accomplished.
- e. The CONSULTANT must be notified in writing within 24 hours of any potential staking error by the CLIENT so that the CONSULTANT may assess and verify the cause of the error. No claims shall be made as a result of a staking error against the CONSULTANT without the foregoing notification of the error in writing as specified.
- f. It is understood that the CONSULTANT will set offset stakes one time only, except as otherwise provided in this Agreement. A loss of a stake or stakes due to construction, vandalism, or an act of god will be replaced as an additional service to this Agreement. If the CONSULTANT is called upon to check or verify stakes that he has placed in the ground, and if it is found that those stakes were located and marked according to plan, the CONSULTANT's services will be considered an additional service to this Agreement.
- g. It is understood that it is not the responsibility of the CONSULTANT to verify the horizontal and/or vertical alignment of utility structures after they are built. Such services, should they be required by the CLIENT or the CONTRACTOR, will be provided as an additional service to this Agreement.
- h. CONSULTANT reserves the right to rely on the accuracy of the contract documents and is not responsible for the discovery of any errors or omissions that may exist on the contract documents.