

September 1, 2016

Anthony Speciale
Director of Public Works
Village of Sugar Grove
601 Heartland Drive
Sugar Grove, IL 60554

Re: Proposal for Concept 5 - Mallard Point Subdivision
Professional Services Agreement

Dear Mr. Speciale:

We sincerely appreciate this opportunity to offer our professional services.

Enclosed for your review is the engineering services agreement for the Concept 5 of the Mallard Point Subdivision stormwater drainage project. During the course of the concept design phase, Trotter and Associates has coordinated with other sub-consultants in order to gather prices for a design-build contract. The individual sub-consultants prices and scopes have been outlined in the proposal below.

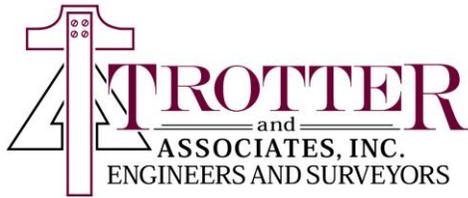
Please contact us if there are any questions or changes to the listed scope of services. If you would like to proceed with the contract, please sign and return one copy of the agreement.

Sincerely,

TROTTER & ASSOCIATES, INC.

Colin F. Shulick
Chief Financial Officer

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Anthony Speciale
Director of Public Works
Village of Sugar Grove
601 Heartland Drive
Sugar Grove, IL 60554

Re: Proposal for Concept 5 - Mallard Point Subdivision
Professional Services proposal

Dear Mr. Speciale,

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to the Village of Sugar Grove (CLIENT) for the Mallard Point – Concept 5 (hereinafter referred to as the “PROJECT”).

The goal of this phase is to provide the Village with a comprehensive outline of the scope of work and proposal for the multiple sub-consultants to perform the applicable listed scope of work to complete Concept 5 as a design-build project.

Project Background

During the past few months TAI has worked closely with the Village of Sugar Grove and other sub-consultants to prepare, analyze, and estimate the cost of multiple conceptual designs. Each concept has been evaluated and discussed as to how they would alleviate the increased groundwater elevations within the Mallard Point Subdivision.

The concepts have been separated into long-term projects and recommended projects for immediate implementation. Concept 5 was identified as the best-case for immediate implementation pending board approval.

Project Understanding

The selected conceptual design, concept 5, was selected to be implemented immediately to provide some alleviation and reduction of the surcharging of the subsurface water table within the Mallard Point Subdivision.

Project Schedule

1. Village Board Approval
2. Finalize Scope and Contract(s) with Sub-consultants
3. Mobilize for Maintenance Construction
 - a. Cut and remove cattail and common reed
 - b. Cut and treat stumps of existing willow trees
 - c. Stake & Install 6” PVC storm sewer and applicable appurtenances
4. Drain tile staking and spot repairs
5. Complete northern wetland delineation and report

Scope of Services

Our services will consist of customary civil engineering and surveying services and related engineering services incidental thereto, described as follows:

A. Maintenance Construction	
1) Cut and remove cattail and common reed (EnCap)	Contract with Village
2) Cut and Treat Willow Stumps	Contract with Village
3) Storm Sewer Installation at Brookhaven Circle (Neslund & Associates)	\$33,033.25
a. Staking (Trotter & Associates)	\$1,100
B. Drain Tile work	
1) Staking (Trotter & Associates)	\$1,200
2) Drain Tile Spot Repair (Huddleston McBride – Not to Exceed)	\$8,800
C. Northern Wetland Delineation Report (Midwest Ecological)	\$2,800
D. Oversight and Project Coordination (40 hours – TAI)	<u>\$6,000</u>
Total:	\$52,933.25

The sub-consultants proposals have been included at the end of this document that identifies the scope of work considered.

During the Construction Staking Phase, Engineer shall:

- Provide horizontal and vertical control for the improvements to enable the contractor to complete the improvements in accordance with the plans.

During the Oversight and Project coordination phase, the Engineer shall:

- Provide Full time Construction Observation to observe construction operations. This is estimated to be approximately 9 hours per day during underground utility installation, and 1 hour a day for documentation Trotter and Associates Inc. has allocated a total 40 hours toward Construction Inspection and report documentation. Should additional time be requested by the owner it shall be

- considered out of scope and reimbursed on a time and material basis in accordance with the attached schedule of hourly rates.
- The purpose of Engineer's representation as the Construction Observer (and assistants, if any) at the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide the Owner a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s); for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing the work. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to finish and perform their work in accordance with the Contractor Documents.

Changes to the scope of services outlined in this agreement shall be authorized through execution of an Exhibit D - Contract Addendum.

Compensation

For Basic Services Having A Determined Scope -- Standard Hourly Rates Method of Payment

An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit B.

The total compensation for services is estimated to be \$ 52,933.25 based on the following assumed distribution of compensation:

Staking/survey (TAI)	\$2,300.00
Oversight and Project Coordination	\$6,000.00
Sub Consultants	
Nesuld & Associates	\$33,033.25
Huddleston McBride	\$8,800.00
Midwest Ecological	\$2,800.00

ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT. The total estimated compensation for ENGINEER's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses and ENGINEER's Consultant's charges. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1st to reflect equitable changes in the compensation payable to ENGINEER.

Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written representations. This agreement may not be changed, modified, or amended except in writing signed by both parties. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such services and CLIENT shall look solely to ENGINEER as if ENGINEER performed the Services. In no case shall CLIENT'S approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement. However, ENGINEER is not responsible whatsoever for any obligations its subcontractors might have to its [subcontractors'] employees, including but not limited to proper compensation of its employees.

In the event CLIENT uses a purchase order form or other CLIENT developed document to administer this Agreement, the use of such documents shall be for the CLIENT's convenience only, and any provisions, terms or conditions within the CLIENT developed document shall be deemed stricken, null and void. Any provisions, terms or conditions which the CLIENT would like to reserve shall be added to Exhibit C – Supplemental Conditions and agreed to by both parties.

ENGINEER acknowledges that this project and the scope of work performed thereto will require ENGINEER and all lower tiered subcontractors of ENGINEER to comply with all obligations under and pursuant to the any applicable local, state and/or federal prevailing wage laws (e.g. Davis-Bacon Act, Illinois Prevailing Wage Act, etc.), including but not limited to all wage, notice and/or record keeping requirements to the extent applicable, necessitated and required by law.

If during negotiations or discussion with a Client it becomes clear that Client has determined prevailing wages are not applicable to the work performed by Trotter & Associates, it is best to confirm that understanding in writing with appropriate indemnification language. The following is draft language to consider:

Trotter & Associates' services performed is based on its understanding through the actions, statements and/or omissions of CLIENT that this project [identify] and the work performed relating thereto is professional in nature and not subject to prevailing wage requirements (federal, state or local). If Trotter & Associates' understanding is incorrect, CLIENT agrees and acknowledges that it shall immediately notify Trotter & Associates in writing within forty-eight (48) hours from receiving this notice so that Trotter & Associates may submit a revised proposal and/or invoice reflecting the additional costs associated with applicable prevailing wage laws. If at any time it is determined that this project is or was subject to prevailing wage requirements under federal, state or local law, then CLIENT agrees and acknowledges that it shall reimburse and make whole Trotter & Associates for any back wages, penalties and/or interest owed to its employees or any other third party, including any appropriate governmental agency. CLIENT also agrees that prices, costs and/or applicable fees will also be increased prospectively as required by the increase in wage payments to Trotter & Associates' employees. CLIENT understands and acknowledges that it shall notify Trotter & Associates of any prevailing wage requirements or obligations under applicable laws relating to the work or services performed by Trotter & Associates. CLIENT also agrees to indemnify and hold Trotter & Associates harmless from any error, act or omission on its part with regard to prevailing wage notification that causes any claim, cause of action, harm or loss upon Trotter & Associates, including but not limited to prompt reimbursement to Trotter & Associates of any and all back wages, penalties and/or interest owed to its employees or any other third party, including reasonable attorneys' fees and costs associated with such claim, cause of action, harm or loss.

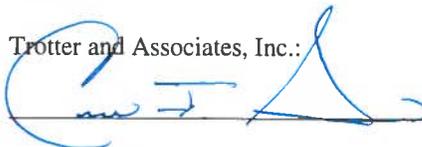
Contents of Agreement

This Letter Agreement and the Exhibits attached hereto and incorporated herein, represent the entire understanding with respect to the Project and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CLIENT:

Trotter and Associates, Inc.:



By: Anthony Speciale

By: Colin Shulick

Title: Director of Public Works

Title: CFO

Effective Date: _____

Date Signed: 9-1-16

Address for giving notices:

Address for giving notices:

601 Heartland Drive, Sugar Grove, IL 60554

40W201 Wasco Rd. St. Charles, IL 60175

Designated Representative

Designated Representative

Susan M. Novak

Title:

Title: Project Engineer

Phone Number: 630-466-7508

Phone Number: 630-587-0470

Facsimile Number: 630-466-1083

Facsimile Number: 630-587-0475

E-Mail Address: aspeciale@sugargroveil.gov

E-Mail Address: s.novak@trotter-inc.com

ATTACHMENTS:

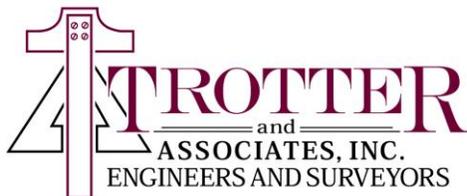
EXHIBIT A – STANDARD TERMS AND CONDITIONS

EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM

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CLIENT Initial _____

TAI Initial _____

EXHIBIT A - STANDARD TERMS AND CONDITIONS

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ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Professional Services set forth herein and in the Letter Agreement.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Services.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General

- A. Provide ENGINEER with all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

- E. Authorize ENGINEER to provide Additional Services as set forth in Exhibit D - Addendum of the Agreement as required.
- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or ENGINEER reasonably requests.
 3. Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to CLIENT's anticipated costs for services to be provided by others for CLIENT so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If CLIENT designates a manager or an individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the Site, the duties, responsibilities, and limitations of authority of such other party shall be disclosed to the ENGINEER and coordinated in relation to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as CLIENT determines necessary to verify:
1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs 2.01.O and P.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

- A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

- A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement.
- B. If ENGINEER's services are delayed or suspended in whole or in part by CLIENT, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable

costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

- A. *For Basic Services.* CLIENT shall pay ENGINEER for Basic Services performed or furnished under as outlined in the Letter Agreement
- B. *For Additional Services.* CLIENT shall pay ENGINEER for Additional Services performed or furnished as outlined in Exhibit D.
- C. *For Reimbursable Expenses.* CLIENT shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit B.

4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT by ENGINEER, unless otherwise agreed.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- D. *Payments Upon Termination.*
 - 1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice CLIENT and will be paid in accordance with Exhibit B for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
 - 2. In the event of termination by CLIENT for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.
- E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting

practices. To the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.

- F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. ENGINEER's opinions of probable Construction Cost provided for herein 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 generally familiar with the industry. However, since 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 cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator.

5.02 Designing to Construction Cost Limit

- A. If a Construction Cost limit is established between CLIENT and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit C - Supplemental General Conditions.

5.03 Opinions of Total Project Costs

- A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.

- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.
- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.
- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of ENGINEER.

- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

- A. Contemporaneous with the execution of this Agreement, ENGINEER and CLIENT shall designate specific individuals to act as ENGINEER's and CLIENT's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

- A. Should CLIENT provide Construction Phase services with either CLIENT's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the Letter Agreement.
- B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

- A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- B. Copies of CLIENT-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the

electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

- E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.
- F. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. 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 such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates as defined in Exhibit B.

- D. CLIENT and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage.
- E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.
- F. At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested by CLIENT, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

6.05 Insurance

- A. ENGINEER shall procure and maintain insurance as set forth below:
 - 1. Workers Compensation & Employer's Liability
 - a. Each Occurrence: \$1,000,000
 - 2. General Liability
 - a. Each Occurrence: \$1,000,000
 - b. General Aggregate: \$2,000,000
 - 3. Excess or Umbrella Liability
 - a. Each Occurrence: \$5,000,000
 - b. General Aggregate: \$5,000,000
 - 4. Automobile Liability
 - a. Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$1,000,000
 - 5. Professional Liability
 - a. Each Occurrence: \$2,000,000
 - b. General Aggregate: \$2,000,000
- B. CLIENT shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by CLIENT which are applicable to the Project.
- C. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project

6.06 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
1. *For cause,*
 - a. By either party upon 30 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.
 - b. By ENGINEER:
 - 1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.
 - 3) ENGINEER shall have no liability to CLIENT on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. *For convenience,*
 - a. By CLIENT effective upon the receipt of notice by ENGINEER.
- B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

- A. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors,

administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

- B. Neither CLIENT nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

- A. CLIENT and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.
- B. If and to the extent that CLIENT and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit C, "Supplemental Conditions."

6.10 Hazardous Environmental Condition

- A. CLIENT represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.
- B. CLIENT has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.
- C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
- D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii)

warrants that the Site is in full compliance with applicable Laws and Regulations.

- E. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER’s activities under this Agreement.
- F. If ENGINEER’s services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER’s terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT’s officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER’s officers, directors, partners, employees, and ENGINEER’s Consultants in the performance and furnishing of ENGINEER’s services under this Agreement.
2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER’s officers, directors, partners, employees, and ENGINEER’s Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT’s officers, directors, partners, employees, and CLIENT’s consultants with respect to this Agreement or the Project.
3. To the fullest extent permitted by law, ENGINEER’s total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER’s negligence bears to the total negligence of CLIENT, ENGINEER, and all other negligent entities and individuals.
4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER’s Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other

than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4 shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by CLIENT and ENGINEER in Exhibit C, “Supplemental Conditions,” if any.

6.12 Notices

- A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

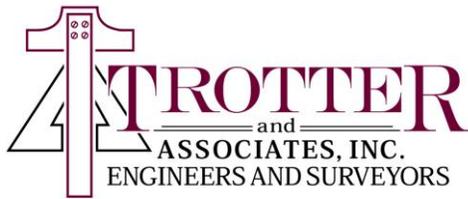
6.16 Headings

- A. The headings used in this Agreement are for general reference only and do not have special significance.

6.16 Definitions

- A. Defined terms will be in accordance with EJCDC No. 1910-1 (1996 Edition)

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CLIENT Initial _____

TAI Initial _____

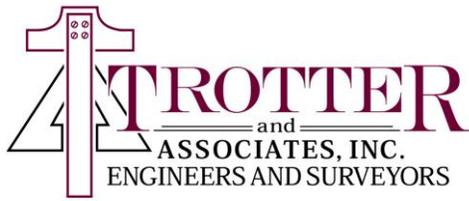
**EXHIBIT B
SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES**

2016 Schedule of Hourly Rates		2016 Reimbursable Expenses		
Classification	Billing Rate	Item	Unit	Unit Price
Principal	\$224.00	Engineering Copies 1- 249 Sq. Ft.	Sq. Ft.	\$0.29
Senior Project Manager	\$214.00			
Project Manager	\$189.00	Engineering Copies 250-999 Sq. Ft.	Sq. Ft.	\$0.27
Professional Land Surveyor	\$179.00	Engineering Copies 1000-3999 Sq. Ft.	Sq. Ft.	\$0.25
Project Coordinator	\$179.00			
Senior Project Engineer	\$179.00	Engineering Copies 3999 Sq. Ft. & Up	Sq. Ft.	\$0.23
Engineer Level IV	\$166.00	Mylar Engineering Copies up to 24" by 36"	Each	\$8.00
Engineer Level III	\$149.00			
Engineer Level II	\$130.00	Color Presentation Grade Large Format Print	Sq. Ft.	\$5.15
Engineer Level I	\$110.00	Comb Binding > 120 Sheets	Each	\$4.75
Engineering Intern	\$51.00	Comb Binding < 120 Sheets	Each	\$3.50
Senior Technician	\$155.00	Binding Strips (Engineering Plans)	Each	\$1.00
Technician Level IV	\$134.00	5 Mil Laminating	Each	\$1.25
Technician Level III	\$122.00	Copy 11" x 17" - Color	Each	\$0.50
Technician Level II	\$109.00			
Technician Level I	\$96.00	Copy 11" x 17" - Black and White	Each	\$0.25
Clerical Level II	\$75.00	Copy 8.5" x 11" - Color	Each	\$0.25
Clerical Level I	\$63.00			
Survey Crew Chief	\$151.00	Copy 8.5" x 11" - Black and White	Each	\$0.12
Survey Technician Level II	\$80.00	Recorded Documents	Each	\$25.00
Survey Technician Level I	\$65.00	Plat Research	Time and Material	
Prevailing Wage Survey Foreman**	\$181.00	Per Diem	Each Day	\$30.00
Prevailing Wage Survey Worker**	\$176.00	Field / Survey Truck	Each Day	\$45.00
Sub Consultants	Cost Plus 5%	Postage and Freight		Cost
		Mileage	Per Mile	Federal Rate

***Rates will be escalated for Overtime & Holiday Pay to adjust for Premium Time based on the current Illinois Department of Labor Rules*

Note: On January 1st of each year, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.

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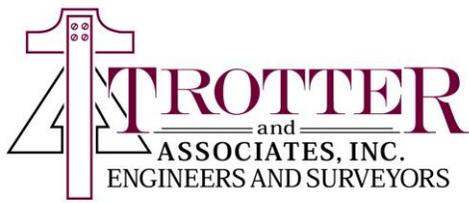


CLIENT Initial _____

TAI Initial _____

**EXHIBIT C
SUPPLEMENTAL CONDITIONS**

NONE AT THIS TIME



CLIENT Initial _____

TAI Initial _____

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CLIENT Initial _____

TAI Initial _____

**EXHIBIT D
CONTRACT ADDENDUM**

Project Name: _____

Project No. _____

Addendum No. _____

This is an addendum attached to, made part of and incorporated by reference into the Agreement between CLIENT and ENGINEER for modification of scope and compensation for the PROJECT. All other terms and conditions of the original Agreement between CLIENT and ENGINEER are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both CLIENT and ENGINEER, including obligations created by this Contract Addendum.

The contract modifications are described below:

- 1.
- 2.
- 3.

CONTRACT SUMMARY

Original Contract Amount \$ _____

Changes Prior to This Change \$ _____

Amount of This Change \$ _____

Revised Contract Amount: \$ _____

For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to ENGINEER after execution.

CLIENT:

[_____]

SIGNED:

TITLE

ENGINEER:

TROTTER AND ASSOCIATES, INC.

TITLE

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August 15, 2016

Mr. Scott Trotter
Trotter and Associates, Inc.
40W201 Wasco Road, Suite D
St. Charles, Illinois 60175-8535

Re: Proposal for a Certified Wetland Delineation & Jurisdictional Determination for the wetland located on park district property within the Mallard Point Residential Subdivision, Sugar Grove, Illinois.

Dear Mr. Trotter:

Midwest Ecological, Inc. (hereafter “MEI”) is pleased to present the following proposal for a wetland delineation for a farmed and non-farmland parcel for the above referenced subject site. Preparing this proposal requires the exercise of professional environmental judgment, and as such, this proposal remains the proprietary instrument of service of MEI. Included below is our understanding of the assignment, scope of services, and fee (lump sum).

MEI understands that the study area is approximately five (5) acres and is located north of an existing park. A series of failing drain tile are found within this area and flooding the adjacent farm field and residential rear yards. The goal of the scope is to identify the boundary of the “waters or wetlands” as it correlates to the jurisdiction of the Army Corps of Engineers and or Kane County. Once that boundary has been identified we will submit to the Corps for a Jurisdictional Determination and Concurrence of boundaries.

Scope of Services

Task I – Certified Wetland Delineation Report, Jurisdictional Determination & Concurrence:

Wetland delineation services will be performed in concurrence with the 1987 Army Corps of Engineers’ (ACOE) wetland delineation manual, Midwest Regional Supplement (2008) and Department of Agriculture Wetland Mapping Conventions (1998). When a potential wetland area or Waters of the United States (WOUS) is encountered, it will be qualified with wetland characteristics as determined by the 1987 Army Corps of Engineers Manual and the Midwest Regional Supplement and it will be field marked “flagged” and noted in our field log. The best time to perform these operations is during the growing season which is between May 16 and October 30 of each year. At the start of the growing season we will prepare a wetland delineation report. This report will include exhibits such as, but not limited to, the National Wetland Inventory Maps, soils maps, aerial photographs, soils survey maps, plant inventory, completed data sheets, floristic quality data and a jurisdictional determination request.

MEI will perform a Farmed Wetland Determination in accordance with the USDA-NRCS Food Security Act rules. Previously these assessments were made by the USDA-NRCS office. These services are no longer available to land being converted from agriculture. A Farmed Wetland

Assessment is required prior to obtaining permits or authorizations to develop land that has been farmed within the last five years. We will prepare a letter to the (Kane DuPage County Natural Resource Conservation District), which will be signed by the landowner, indicating your authorization for MEI to request the Farm Service Agency Slides. MEI will prepare exhibits to assist in our analysis of the conditions of the site to determine the presence of farmed wetlands. We will prepare a report that can be included in the Wetland Delineation.

Please Note: The wetland flags should be picked up by the surveyor of record and overlaid on a drawing so we can present the exact acreage and boundary to the Regulatory Agency.

Fee Schedule

Task I – Certified Wetland Delineation Report & Jurisdictional Determination Submittal: \$2,800.00

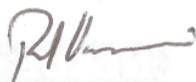
TOTAL **\$2,800.00**

Exclusions: Note this proposal does not include the following:

- Army Corps of Engineers Permit Application
- United States Fish & Wildlife Section 7 Habitat Evaluation
- Illinois Department of Natural Resources T&E (EcoCat)
- Illinois Historic Preservation Agency sign-off
- Permit Application with Kane County
- Meetings

Should you have any questions in regards to the above, please do not hesitate to call. Otherwise, we await direction from you to proceed on the above checklist items.

Sincerely,



Robert L. Vanni
Wetland Specialist

TASK I

READ AND ACCEPTED BY:

Authorized Agent

Title: _____

Date: _____

RIDER

1. ONE INSTRUMENT/INCONSISTENCIES - This RIDER and the proposal to the Trotter and Associates, Inc. dated August 15, 2016 to which this RIDER is attached (collectively the "Agreement") shall be deemed one instrument. Whenever there is a conflict or inconsistency between the provisions of this RIDER and the Proposal, the provisions of this RIDER shall, in all instances, control and prevail.
2. CHANGES IN REGULATORY ENVIRONMENT – The scope of services provided by MIDWEST ECOLOGICAL, INC. (hereafter "MEI") under this Agreement were determined based upon the applicable municipal, county, state and/or federal regulations, codes, laws and requirements in existence on the date of this Agreement. Any additions, deletions or changes in the regulations, codes, laws, and requirements which require an increase in the scope of services to be performed will be an Additional Service.
3. CONTROLLING LAW – This Agreement is to be governed by the laws of the State of Illinois. The parties agree that any claims, disputes, actions or causes of action arising out of this Agreement or relating to the breach thereof shall be brought in Kane County, Illinois, except that MEI may bring an action to enforce any lien against the Property in the county where the Project is located.
4. CURE PERIOD – If during the Project term, Client observes or becomes aware of any improper service which has been provided by MEI. Client agrees to immediately notify MEI of the same. MEI shall then have five business days to cure, or begin to cure in a diligent manner, such improper service before Client may exercise its rights under any default and remedy provision provided by law or in this Agreement.
5. INDEMNITIES - The Client agrees, to the fullest extent provided by law, to indemnify and hold harmless MEI its officers, directors, employees, agents and sub consultants against all damages, liabilities or costs, including reasonable attorneys' fees and court costs, from Client's negligent or willful acts in connection with the Project, including any acts of Client's contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Client agrees to indemnify and hold MEI harmless for any site conditions or local, state, and Federal code violations existing prior to MEI's work on the project. MEI shall only be responsible for meeting with the requirements of such codes in the performance of the work authorized under this Agreement with the Client. Any and all indemnifications contained in this RIDER or attached Contract for services shall extend for the period of time provided for in the applicable Statute of Limitations or Statutes of Repose covering such claims.
6. LIMITATION OF MEI 'S LIABILITY –
 - (a) The Client agrees, to the fullest extent permitted by law, to limit the liability of MEI and the officers, directors, partners, employees and subconsultants of MEI to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees, costs and expert witness fees and costs, so that the total aggregate liability of MEI and the subconsultants of MEI to Client shall not exceed the total fee paid to MEI for services MEI rendered on this Project. It is intended that this limitation apply to any and all liabilities or causes of action however alleged or arising, at law or in equity, unless otherwise prohibited by law. Any MEI liability over and above the limits set forth herein shall be limited to the re-performance of any engineering work deemed not done in accordance with accepted professional engineering standards.
 - (b) Client shall furnish, at Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. MEI may use such information in performing its services and is entitled to rely upon the accuracy and completeness of such information.
 - (c) Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or MEI. The services of MEI under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against MEI because of this Agreement or the performance or nonperformance of services hereunder. In the event MEI is named in any legal action by a third party relating to client's project for personal injury or damage to property, client agrees to indemnify and hold MEI harmless from any action for which MEI is judged not liable relating to MEI's participation in the work and its use by Client. Client agrees to reimburse MEI for the hourly fee charges, reimbursable expenses, attorney's fees and court costs or other charges for legal defense, liabilities, claims and deductibles in MEI's insurance policies MEI incurs in defending such action. Client and MEI mutually agree to notify the other party immediately of any such claim by a Third Party.

(d) In consideration of the risks and rewards involved in this Project, the Client agrees, to the maximum extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities or costs, including reasonable attorney's fees, and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any prior Consultant or agent employed by the Client on this project and from any claims of copyright or patent infringement by the Consultant arising from the use of any documents, drawings, or calculations employed by the Client on this project. Client warrants that any information and documents provided to the Consultant by the Client or by any prior consultant or agent may be relied on as to their accuracy and completeness without any independent investigation by Consultant.

7. PAYMENT – Invoices are due within thirty days of rendering. Within thirty days of receipt of invoice, Client shall examine the invoice in detail to satisfy himself as to its accuracy and completeness and shall raise any question or objection in writing to MEI which he may have regarding the invoice within this thirty day period. After thirty days from receipt of invoice, Client waives any question or objection to the invoice not previously raised. If Client fails to make any payment due MEI for services and expenses within thirty days after receipt of MEI's invoice, the amounts due MEI interest shall accrue at a rate of 1.0 percent per month. In addition, MEI may, after giving written notice to Client, suspend services under this Agreement until MEI has been paid in full all amounts due for services, expenses and interest charges. MEI shall not be responsible or liable for any delays on the project or damages incurred by Client and Client agrees to waive any claim against MEI, and to indemnify, defend, and hold harmless MEI from and against any claims arising from suspension or termination of services for nonpayment of invoices. MEI reserves the right to pursue any other remedies available at law or equity or under the terms of this Agreement. MEI shall be entitled to recover all costs, including attorneys' fees and court costs incurred in enforcing any provision of this Agreement. All payments received from Client will be credited first to interest and then to principal. In the event of a disputed or contested billing, no portion of the payment due will be withheld until written notice of the dispute or contest is given to MEI, and only that portion so disputed or contested may be withheld from payment. The undisputed or uncontested portion will be paid. MEI reserves the right to request a retainer. In the event the retainer is requested, it shall be paid by Client to MEI prior to the commencement of any work by MEI.
8. AUTHORIZATION TO SIGN – Client represents and warrants that he or she is the Owner or an officer or director of Owner and is authorized to enter into contracts for Owner which services shall be rendered by MEI or that Client is Owner's authorized agent and as such has the legal authority to enter into this Agreement on Owner's behalf.
9. REIMBURSABLES – Reimbursable expenses shall mean one hundred percent (100%) of all costs incurred by MEI relative to the Project, including without limitation all outside consultants' fees, reproduction costs, messenger or special mail service, and other Project-related expenses.
10. USE OF DOCUMENTS AND ELECTRONIC DATA –
 - (a) All documents (including drawings and specifications) as well as electronic data (including designs, plans or data stored in machine readable form) which are provided to Client are instruments of service with respect to the Project. As such, MEI retains an ownership interest therein and may reuse such documents and electronic data at its discretion. Notwithstanding the foregoing ownership interest, Client may use such documents and electronic data in connection with the Project only and shall not use such data for other purposes, including any Project extensions or other projects, unless MEI agrees otherwise in writing. The authorized reproduction of the documents/electronic data shall be done so at Client's sole risk and without liability to MEI. Client acknowledges that the automated conversion of the documents or electronic data from MEI's system to an alternate system cannot be accomplished without the introduction of inexactitudes, anomalies and errors, and therefore, MEI cannot and does not make any representations regarding such compatibility. With respect to such reproduction or unauthorized use, Client agrees to indemnify and hold MEI harmless from all claims, damages, losses and expenses, including attorneys' fees and costs, arising out of or resulting from Client's unauthorized use, misuse, modification or misinterpretation of the documents or electronic data.
 - (b) Client acknowledges and agrees that Consultant has been provided with electronic data prepared by a third party and owned by Client. Client authorizes Consultant to modify and add to such electronic data. Consultant shall be entitled to rely on the accuracy and completeness of such data as transferred from third party. Consultant shall not be liable for any errors or omissions that may be incorporated as a result of erroneous or omitted information provided by a third party or others. Client shall, to the fullest extent provided by law, indemnify and

hold Consultant harmless against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or resulting from Consultant's use of these electronic files.

11. ADDITIONAL SERVICES – Any other services identified shall be performed by MEI, if requested, as an additional cost (“Additional Services”). Such Additional Services shall be provided either for an agreed upon Lump Sum Fee or on a Time and Material Basis subject to the following rates:

**MEI SCHEDULE OF TIME
AND MATERIAL RATES FOR 2016**

Senior Field Inspector	\$110
Field Inspector	75
Wetland Environmental Specialist	110
Wetland Biologist	75
Principal	110
Clerical	55
Grading Labor	60
Supervisor Labor	65

12. SUBCONTRACTING – MEI shall have the right to subcontract any and all services, duties, and obligations hereunder, in whole or in part, without the consent of Client.
13. CHANGE ORDER – The term “Change Order” as used herein is a written order to MEI and signed by MEI and Client, after execution of this Agreement, authorizing a change in the services, including additions or deletions and/or change of prices for such services. Each Change Order shall be considered an amendment to this Agreement.
14. SCHEDULE – MEI recognizes the importance to you of your project schedule, and we agree to put forth every effort to perform the services under this Proposal in a manner consistent with that schedule. We ask that you understand that our performance must be governed by sound professional practices. In rare circumstances, acts of God, war or acts of terrorism, strikes, labor shortages, fires, weather or governmental agency demands or requirements may prevent us from meeting the schedule, and in these situations, Client agrees not to hold MEI liable for any fault or delay.
15. PERMITS AND APPROVALS - MEI shall assist the Client in applying for those permits and approvals set out in the “Engineering Services” section of this proposal. All other permits or approvals required by law for this project are outside the scope of services of this contract and are the Owner's responsibility. MEI'S assistance in this area shall consist of completing and submitting an initial set of forms to the appropriate regulatory agencies having jurisdiction over this project. Any services above and beyond those set forth in this Proposal and Rider shall be considered above and beyond the scope of this Proposal and must be authorized by the Client and provided by MEI on a time and materials basis unless otherwise agreed upon by both parties in writing.
16. INCREASE OF FEES – MEI reserves the right to negotiate adjustments to fees charged to client in the event of an increase in salary or overhead costs of MEI, and shall do so at no more than six month intervals. If an increase in fees is necessary, such increase shall not exceed ten percent (10%) in any six month period. MEI shall provide client with forty-five (45) days notice prior to any increase in fees.
17. TERMINATION – MEI agrees that client may terminate work in progress for any cause, by providing notice in writing to MEI, and client will reimburse MEI all costs, including overhead and profit, incurred to date, and client shall guarantee payment, within thirty (30) days of termination, of any contractors, subcontractors, or vendors with whom MEI has dealt with on client's behalf and has retained to work on this project.
18. MEI shall not be liable for any charges made by the Owner or Contractor for cost of lost time for field or office labor, for any materials or equipment costs, nor the costs of Owner's lost profits or sales.

19. SEVERABILITY – If any portion of this Agreement or RIDER shall be deemed unenforceable by a court of competent jurisdiction, such language may be severed from this Agreement and RIDER and the remaining terms shall remain in full force and effect.

Neslund & Associates

115 S. River St
North Aurora, IL 60542
USA

Phone: 630-896-8880
Fax: 630-896-7381

Engineers & Contractors working together since 1979

To: Trotter & Associates Inc	Contact:
Address: 40W201 Wasco Rd Suite D St. Charles, IL 60175	Phone: 630-587-0470 Fax: 630-587-0475
Project Name: Mallard Point Concept 5A	Bid Number:
Project Location: Rt 47 And Prairie St, Sugar Grove	Bid Date: 9/6/2016

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Storm					
	48" Storm MH	1.00	EACH	\$2,200.00	\$2,200.00
	6" C900 Storm	177.00	LF	\$75.65	\$13,390.05
	Sidewalk & Pavement Removal And Replacement	1.00	LS	\$10,115.00	\$10,115.00
	Restoration Seed And Blanket	1.00	LS	\$3,350.00	\$3,350.00
	Traffic Control & Barricading	1.00	LS	\$2,530.00	\$2,530.00
	Trench Backfill - Storm	52.00	LF	\$27.85	\$1,448.20

Total Bid Price: \$33,033.25

Notes:

- This bid is based on plans dated 8-25-16.
- Prices are based on good ground conditions and do not account for any poor soils. Any undercutting below our pipe will be charged as an extra.
- Dewatering is limited to a 3" gas pump. No special dewatering is figured for this job such as well points. No rock excavation is figured. No frost removal is included.
- This bid does not include rectifying any conflicts of horizontal or vertical alignment with any type of existing utility, which may obstruct line, or grade of the new sewer and water. We do not include tree protection, trimming or removal. No cost is included for bracing of existing poles or utilities.
- Our CA-6 trench backfill quantity includes mainline under proposed street pavement and curb and under sidewalk. No compaction of green areas included. No testing of the trench backfill is included in our bid.
- Any existing drain tile reconnecting or relocating will be charged as an extra to the contract.
- Tax is not figured for any materials on the job. The owner is responsible for furnishing Neslund & Associates, Inc. with all non-taxable documents required.
- No special insurance, permits, or bonds are figured.
- Our prices reflect a one-time mobilization for our crews. Any additional mobilizations will be extra and billed accordingly.
- Soil erosion control installation only is figured as follows; one inlet basket on the new structure. No other methods of erosion control are included in our bid. No maintenance or removal of erosion control measures is included. No dust or mud control is included in our bid.
- Construction layout, staking or complete asbuilts are not part of our unit prices and must be done by others
- All structures are adjusted to engineer's grade stake at the time of construction. We will adjust as necessary based on asbuilts prior to leaving the job. Any adjustments that are necessary once we leave the site will be done on a time & material basis
- Any private utilities that may exist on this site and are not part of the JULIE locate system, are to be located by the owners. In the event they are not located and get damaged, Neslund & Associates will not be held responsible for any repairs or any other costs involved.
- Our unit prices do not reflect any unusual overtime costs
- These qualifications are an integral part of our contract.
- Unit prices are subject to change, at the time when plans are revised if necessary, subject to mutual agreement.
- Prices quoted are good for 30 days, after said date we reserve the right to review and adjust our prices as needed.
- Our traffic control or barricading is figured for closing this street to through traffic when installing pipe and also doing the pavement and concrete replacement.
- No televising is included for the storm pipe.

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To: Trotter & Associates Inc	Contact:
Address: 40W201 Wasco Rd Suite D St. Charles, IL 60175	Phone: 630-587-0470 Fax: 630-587-0475
Project Name: Mallard Point Concept 5A	Bid Number:
Project Location: Rt 47 And Prairie St, Sugar Grove	Bid Date: 9/6/2016

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Neslund & Associates

Authorized Signature: _____

Estimator: Mary Munson
630-896-8880 mary.munson@neslundinc.com