

Sauk Valley Community College
January 27, 2025

Action Item 4.9

Topic: Fee Proposal – Professional Services for Preliminary Planning Study

Strategic Direction: Workforce Development – Sauk Valley Community College meets the workforce needs of the region through effective and responsive programming and services for all learners.

Presented By: Dr. David Hellmich

Presentation:

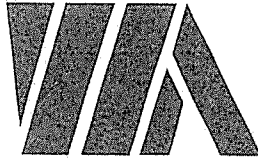
The administration proposes constructing a Public Safety Building to house the SVCC Police Academy and provide facilities for partnering public safety departments, including police, fire, emergency management agencies, and the regional police training unit. This facility will feature classrooms, simulation spaces, office and conference space, and an indoor firing range, addressing concerns with outdoor shooting ranges currently in use. The building will promote collaboration, support cross-disciplinary training, and enhance regional safety.

An initial planning study will assess building needs, provide cost estimates, and engage stakeholders through meetings with public safety partners and A/E professionals. This initiative aims to strengthen partnerships, resolve current training challenges, and position the College as a leader in public safety education. Advocacy efforts will focus on securing federal and state funding for the project costs. With Board approval, the College will move forward with this transformative project to meet the needs of public safety professionals and the community. The project aligns with the College's Workforce Development Strategic Initiative to prepare the next generation of public safety professionals and foster regional collaboration.

Willett Hofmann & Associates, Inc. has submitted a proposal for professional services with a fixed fee of \$75,000. The total cost of these professional services will be funded with unrestricted operations and maintenance funds. Architectural and engineering service contracts are exempt from public notice and selection criteria when a satisfactory relationship with the firm already exists under the Local Government Professional Services Selection Act (50 ILCS 510/4).

Recommendation:

The administration recommends the Board approve the proposal from Willett Hofmann & Associates, Inc. for professional services for the preliminary planning study with a fee of \$75,000, to be paid from unrestricted operations and maintenance funds.



WILLETT HOFMANN
& ASSOCIATES INC
ENGINEERING ARCHITECTURE LAND SURVEYING

December 23, 2024

Sauk Valley Community College
173 Illinois Route 2
Dixon, Illinois 61021

ATTN: Mr. Kent Sorenson
Vice President of Business Services

Re: Proposal for Professional Services
Preliminary Planning Study
New Building for SVCC Police Academy
WHA 2150D24

Dear Kent:

Per your request, Willett, Hofmann & Associates, Inc. (WHA) is pleased to submit the following proposal for Professional Services for your review and consideration for the project entitled: Sauk Valley Community College Preliminary Planning Study – New Building for SVCC Police Academy. The scope of services described below is based on services as requested.

SCOPE OF PROFESSIONAL SERVICES:

Willettt, Hofmann & Associates, Inc. proposes to team with Valdes Architecture and Engineering (VALDES) of Lombard, Illinois as a professional engineering sub-consultant providing Mechanical, Electrical, Plumbing, Technology, Fire Protection Engineering Services and specialized Architectural support services for this Project. The team of WHA and VALDES propose to provide the Professional Services as outlined on the attached Exhibit 1 – Scope of Professional Services dated November 2, 2024.

PROPOSAL FOR PROFESSIONAL SERVICES:

Willettt, Hofmann & Associates, Inc. and VALDES propose to provide the professional services for this Project for a fixed fee of Seventy-Five Thousand and 00/100 Dollars (\$75,000.00).

A copy of the WHA - VALDES Agreement is attached herewith and included in the fee proposal as stated above. The attached Terms and Conditions dated November 2, 2024 are made a part of this Agreement. Additional Services requested above and beyond those described above shall be provided and performed as described on the attached Terms and Conditions.

It is anticipated that based on current workloads and commitments that the Professional Services for this Preliminary Planning Study can begin in April 2025 and it is further anticipated that, based on timely decision making the Study could be completed in July 2025.

809 East 2nd Street, Dixon, IL 61021-0367 T: (815) 284-3381 F: (815) 284-3385

Sauk Valley Community College
Preliminary Planning Study
New Building for SVCC Police Academy
December 23, 2024
Page 2 of 3

The proposed **scope of services** described above is negotiable, however if the proposed services and attached terms and conditions meet with your approval, please sign both copies of this letter agreement and return one (1) copy to our office.

Accepted by:

Signed

Date


Printed or Typed

Title

Thank you for your interest in Willett, Hofmann & Associates, Inc. and VALDES and for this opportunity to be of service. We look forward to working with you on this project. If you have any questions, please do not hesitate to call.

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

By 

Thomas W. Houck, AIA, PE, LEED AP^{BD+C}
Vice-President
Architect
Engineer

TWH:kw

Encl.

cc: Mr. Rich Groleau, SVCC w/ encl.
file

EXHIBIT 1 – SCOPE OF PROFESSIONAL SERVICES

PROJECT: Sauk Valley Community College
Preliminary Planning Study
New Building for SVCC Police Academy
WHA 2150D24

DATE: November 2, 2024

PROJECT UNDERSTANDING:

It is our understanding that it is your desire to perform a preliminary planning study for a new building on campus for the SVCC Police Academy. It is our understanding that the purpose of this Study is to explore preliminary design concepts and develop associated preliminary professional recommendations for probable project costs. This Study shall also include the preparation and presentation of associated design documents conveying the design intent for use in communicating project objectives including preliminary floor plan(s), preliminary building elevation(s), preliminary site plan, and preliminary 3D building images. It is our further understanding that this new facility will house a firing range, locker rooms, meeting/classrooms, offices and other support spaces. Based on our understanding of the project as stated herein we propose the following professional services.

PROFESSIONAL SERVICES – PRELIMINARY PLANNING STUDY:

1. PRELIMINARY PLANNING DESIGN SERVICES:
 - a. Conduct Project Kick Off Meeting with designated SVCC staff to establish and document project wants, needs and goals.
 - b. Perform preliminary Code reviews and preliminary Zoning reviews and document findings.
 - c. Develop conceptual planning concepts. Based on the documented project wants, needs and goals a minimum of three (3) alternative conceptual planning concepts will be developed. Conceptual drawings (both 2D and 3D) will be prepared to illustrate site relationships, scale, exterior character and floor plan relationships for each alternative.
 - d. Conduct initial design review meeting/work session with designated SVCC staff to present preliminary planning concepts, generate additional design ideas and build consensus towards an overall design direction.
 - e. Further development of preliminary design concept(s).
 - f. Conduct design review meeting/work session #2 with designated SVCC staff to present development of preliminary design concept(s). The goal of the meeting shall be the selection/development of a single design direction.
 - g. Further development of the selected design concept.
 - h. Conduct design review meeting/work session #3 with designated SVCC staff for presentation of selected design concept.
 - i. Final development of the selected design concept.
 - j. Presentation of final design concept including preliminary site plan, preliminary floor plan(s), preliminary building elevation(s), preliminary 3D building imagery and a preliminary professional opinion of probable project cost.

It is mutually understood that the services provided are preliminary in nature and in detail development and are intended to document and express intent and are not intended for construction purposes.



TERMS AND CONDITIONS – SAUK VALLEY COMMUNITY COLLEGE

Standard of Care: Services provided by Willett, Hofmann & Associates, Inc., hereinafter referred to as “WHA”, under this Agreement will be performed in a manner consistent with the human degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Additional Services: When Additional Services beyond the defined scope are requested, an amendment will be prepared for approval by the Client prior to commencing work. Additional Services shall be performed on a time and material basis at Standard Hourly Rates in effect at the time the services are performed, or for a negotiated fee.

Billing / Payment: The Client agrees to pay for all services performed and all costs incurred by WHA. Invoices for services shall be submitted either upon completion of such services or on a monthly or otherwise regular or logical basis. Invoices shall be due and payable within 30 days of invoice date. Client shall notify WHA of any objections to the invoice within five (5) working days of receipt. Payment of any invoice indicates Client’s acceptance of this Agreement and satisfaction with the services provided. Payment of invoices is in no case subject to unilateral discounting, back charges, or set offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge on the unpaid balance. In the event that any portion of an account remains unpaid after 120 days after the invoice date, WHA may institute collection action and the Client shall pay all costs of collection, including reasonable attorney’s fees.

Termination, Suspension or Abandonment: In the event of termination, suspension or abandonment of the project, WHA shall be equitably compensated for services performed. Either the Client or WHA may terminate this Agreement after giving no less than seven (7) days’ written notice if the other party substantially fails to perform in accordance with the terms of the Agreement.

Indemnification: WHA agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorney’s fees and defense costs, to the extent caused by WHA’s negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom WHA is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless WHA, its officers, directors, employees and subconsultants (collectively, WHA) against all damages, liabilities or costs, including reasonable attorney’s fees and defense costs, to the extent caused by the Client’s negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor WHA shall be obligated to indemnify the other party in any manner whatsoever for the other party’s own negligence or for the negligence of others.

Certification, Guarantees and Warranties: WHA shall not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of any conditions.

Dispute Resolution: Any claims or disputes between the Client and WHA arising out of the services provided by WHA or out of this Agreement shall be submitted to non-binding mediation. The Client and WHA agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of Illinois will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.



TERMS AND CONDITIONS – SAUK VALLEY COMMUNITY COLLEGE

Construction Means and Methods: WHA shall not be responsible for, nor have control over or charge of, construction means, methods, sequence, techniques, or procedures, or for any health or safety precautions required by any regulatory agencies in connection with the project.

Construction Observation: When WHA does not provide construction observation services, it is agreed that the professional services of WHA do not extend to or include the review or site observation of the Contractor's work, performance, or pay request approval. In this situation, during construction, the Client assumes the role of the design professional and will hold harmless WHA for the failure of the Contractor's work to conform to the design intent and the contract documents.

Adjustments, Changes or Additions: It is understood that adjustments, changes, or additions may be necessary during construction. The Client will maintain a contingency fund until construction is completed to pay for field changes, adjustments, or increased scope items. If WHA is performing Construction Observation, all change order amounts requested by Contractors constructing WHA designed items shall be submitted to WHA for review prior to being approved by contract holder. WHA will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to WHA at the discretion of the Contractor, the Client, or the Owner without prior agreement and approval of WHA. WHA shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Project Signs: Project signs displayed at the construction site shall include "Willett, Hofmann & Associates, Inc." as the design professional for the applicable discipline. Articles for publication regarding this project shall acknowledge Willett, Hofmann & Associates, Inc. as the design professional for the applicable discipline.

Electronic Files: The Client hereby grants permission for WHA to use information and data provided by the Client, including electronic background information produced or provided by the Client in the completion of the project. The Client also grants permission to WHA to release WHA's documents (including their backgrounds) electronically to consultants, contractors, and vendors as required in the execution of the project. Before release, WHA will require an executed waiver of liability for the use of any electronic documents and may charge a fee for this information.

Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and WHA, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of WHA and WHA's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of WHA and WHA's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$100,000, or WHA's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Use of Documents: Documents prepared by WHA are instruments of service for use solely with respect to the project. WHA shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall not reuse or permit the reuse of WHA's documents except by mutual agreement in writing.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WHA as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.



**GENERAL RATES FOR ENGINEERING SERVICES
 (FIELD AND OFFICE)
 EFFECTIVE APRIL 1, 2024**

CLASSIFICATION OF EMPLOYEE	REGULAR HOURLY RATE		OVERTIME RATE
	From	To	
President & General Manager	\$220.00	\$350.00	Regular Rate
Principal Engineering Manager	\$180.00	\$290.00	Regular Rate
Engineering Manager	\$150.00	\$240.00	Regular Rate
Civil Engineer IV	\$140.00	\$220.00	Regular Rate
Civil Engineer III	\$130.00	\$200.00	Regular Rate
Civil Engineering Intern II	\$110.00	\$180.00	Regular Rate
Civil Engineering Intern I	\$90.00	\$150.00	Regular Rate
SPP Civil Engineer I, II, III, IV	\$90.00	\$220.00	Regular Rate
Engineering Intern	\$60.00	\$100.00	Regular Rate
Principal Architectural Manager	\$150.00	\$230.00	Regular Rate
Architect Manager	\$150.00	\$230.00	Regular Rate
Architect IV	\$140.00	\$220.00	Regular Rate
Architect III	\$100.00	\$170.00	Regular Rate
Architectural Intern II	\$70.00	\$130.00	Regular Rate
Architectural Intern I	\$60.00	\$100.00	Regular Rate
SPP Architectural Intern I	\$60.00	\$100.00	Regular Rate
SPP Professional Architect I, II, III, IV	\$60.00	\$220.00	Regular Rate
Principal Prof. Land Surveyor Manager	\$140.00	\$210.00	Regular Rate
Prof. Land Surveyor Manager	\$130.00	\$200.00	Regular Rate
Prof. Land Surveyor IV	\$120.00	\$190.00	Regular Rate
Prof. Land Surveyor III	\$110.00	\$180.00	Regular Rate
Prof. Land Surveyor (SIT) II	\$100.00	\$170.00	Regular Rate
Prof. Land Surveyor (SIT) I	\$90.00	\$160.00	Regular Rate
SPP Professional Land Surveyor I, II, III, IV	\$90.00	\$190.00	Regular Rate
Survey Technician II	\$70.00	\$120.00	Regular Rate
Survey Technician I	\$60.00	\$100.00	Regular Rate
Technician IV	\$90.00	\$150.00	1.3 x Regular Rate
Technician III	\$80.00	\$140.00	1.3 x Regular Rate
Technician II	\$70.00	\$120.00	1.3 x Regular Rate
Technician I	\$60.00	\$110.00	1.3 x Regular Rate
SPP Technician I, II, III, IV	\$60.00	\$150.00	1.3 x Regular Rate
Survey Worker Foreman	\$90.00	\$140.00	1.3 x Regular Rate
Survey Worker	\$70.00	\$120.00	1.3 x Regular Rate
SPP Survey Worker	\$60.00	\$100.00	1.3 x Regular Rate
Survey Worker Intern	\$50.00	\$80.00	1.3 x Regular Rate
Administrative Assistant Supervisor	\$60.00	\$100.00	1.3 x Regular Rate
Administrative Assistant	\$50.00	\$90.00	1.3 x Regular Rate
SPP Administrative Assistant	\$40.00	\$70.00	1.3 x Regular Rate
Human Resource Administrator I	\$60.00	\$100.00	1.3 x Regular Rate
Bookkeeper	\$70.00	\$120.00	1.3 x Regular Rate
Bookkeeper/HR Supervisor	\$80.00	\$140.00	1.3 x Regular Rate
Expenses and Materials	At Cost		

- The above hourly rates shall be applicable for a period of one year from the date hereon, after which time they shall be subject to adjustments to reflect payroll cost.
- Generally field crews work a nine-hour day, which involves an hour of overtime each day. The rates for field personnel apply office to office exclusive of the lunch period
- SPP – Special Personnel (SPP) Employees will be billed at the same rate as a I, II, III, or IV in the same classification.

VALDES

ARCHITECTURE & ENGINEERING

Schedule of Billing Fees Professional Services and Reimbursable Expense

Personnel Classification	Straight Time (Per Hour)	Overtime (Per Hour)	Wage Range (Min) (Per Hour)	Wage Range (Max) (Per Hour)
Subject Matter Expert	TBD	TBD	TBD	TBD
Principal	\$295.00	\$295.00	\$295.00	\$295.00
Senior Project Manager	\$238.00	\$238.00	\$60.00	\$105.00
Project Architect	\$200.00	\$200.00	\$60.00	\$95.00
Senior Architect	\$185.00	\$185.00	\$60.00	\$85.00
Architect	\$170.00	\$170.00	\$50.00	\$80.00
Architectural Designer**	\$148.00	\$207.20	\$45.00	\$65.00
Project Manager	\$190.00	\$190.00	\$60.00	\$85.00
Principal Engineer	\$215.00	\$215.00	\$60.00	\$95.00
Senior Project Engineer	\$173.00	\$173.00	\$45.00	\$85.00
Senior Engineer	\$167.00	\$167.00	\$40.00	\$85.00
Project Engineer	\$150.00	\$150.00	\$40.00	\$80.00
Engineer	\$132.00	\$132.00	\$35.00	\$75.00
Principal Technical Specialist	\$209.00	\$209.00	\$60.00	\$95.00
Senior Technical Specialist	\$166.00	\$166.00	\$40.00	\$85.00
Technical Specialist**	\$123.00	\$172.20	\$30.00	\$75.00
Principal Designer	\$195.00	\$195.00	\$60.00	\$95.00
Senior Designer	\$148.00	\$148.00	\$40.00	\$85.00
Designer**	\$118.00	\$165.20	\$30.00	\$75.00
Senior Technician**	\$109.00	\$152.60	\$30.00	\$65.00
Technician**	\$99.00	\$138.60	\$30.00	\$55.00
Project Assistant**	\$91.00	\$127.40	\$25.00	\$45.00

These rates are effective from 01-01-2024 to 12-31-2024

**** Overtime rates apply to these classifications and all other Non-Exempt Personnel, including Subject Matter Expert**

Note: Other Direct Costs (ODC) will be invoiced at \$10.00 per hour for all invoiced hours.

Items Included in the ODC:

- Dimensional (2-D) CAD Software normally used by Valdes AE
- 3D CAD Software normally used by Valdes AE
- Standard Engineering Software normally used by Valdes AE
- Reproduction and document generation for Valdes AE internal project execution associated with client project work
- Usual Project Supplies used for Valdes AE internal execution of client project work
- Media storage associated with client project work used for Valdes AE internal project execution

Items NOT Included in the ODC which will be invoiced separately as follows:

- Scanning Equipment to be invoiced at \$1,200.00 per day, or rental fee at cost
- Surveying Equipment to be invoiced at \$300.00 per day, or rental fee at cost
- GPS Equipment to be invoiced at \$300.00 per day, or rental fee at cost
- Travel costs including such items as air fare, lodging, rental cars, and mileage as allowed by current IRS regulations for personal auto reimbursement in support of the project work.
- Project Specific supplies and expenses to be invoiced at cost

Emergency Services:

New services that need to begin within 48 hours of a request shall be invoiced at a lump sum fee of \$5,000.00 per person, per day. Travel and other project specific supplies and expenses for such services shall be invoiced at cost in addition to this daily fee.

This emergency fee shall not apply to projects that Valdes AE is currently supporting.

December 6, 2024

Thomas Houck
Vice President
Architectural Department Manager
Willett Hofmann & Associates, Inc.
809 East 2nd Street
Dixon, Illinois 61021

Re: Proposal for Conceptual Design services for the new Sauk Valley Community College Police Academy Building

Dear Thomas:

Valdes Architecture & Engineering (Valdes AE) is excited to provide our proposal to you for programming and conceptual design services for the Sauk Valley Police Academy project.

OVERVIEW

Valdes AE understands that Willett Hofmann (WH) has been asked by Sauk Valley Community College (SVCC) to provide a preliminary design proposal for the design of a new police academy building that they envision for the east side of campus.

The purpose/goal of the project would be to define the wants/need/goals of the facility, prepare a conceptual floor plan, conceptual site plan and conceptual building elevations/images along with a preliminary recommendation for project construction budget.

Initial discussions around what the main spaces would be in the new facility include a firing range, a few offices and a few meeting/classrooms and associated support spaces.

The College desires to use the deliverables from this preliminary design study to raise public awareness and to seek support for project funding.

SCOPE OF WORK

Willett Hofmann will lead the effort for this project and Valdes AE will support WH by providing guidance on MEP/FP/Technology systems. In addition, Valdes AE will assist WH in the programming of spaces and production of necessary project documentation such as conceptual floor plans, conceptual building elevations, conceptual site plans and presentation renderings.

Programming / Space Planning

Valdes AE will attend space planning/programming meetings with SVCC staff to determine the requirements for the Police Academy spaces. While WH will be ultimately responsible for producing the final approved program, Valdes AE will provide support in generating the space program.

Conceptual Design

Once the space planning is complete and WH has finalized the space program and gained final approval from SVCC, Valdes AE will support WH in the generation of up to three floor plan options for SVCC's consideration. We assume that each of these options will be discussed with SVCC staff and

staff input/comments will be incorporated into one option to be utilized for SVCC's purposes in gaining project support and soliciting project funding. Valdes AE will provide input to WH on mechanical, plumbing, fire protection, electrical, and technology systems for the options.

Valdes AE will also provide support to WH for generation of concept renderings and other presentation documents for SVCC's use.

ASSUMPTIONS / CLARIFICATIONS

1. Programming-Valdes AE will attend an on-site kick-off meeting and one on-site review meeting to discuss and document desired Police Academy spaces.
3 people per meeting:
9 hrs. of travel
6 hrs. meeting time
15 hrs. per meeting for three people x two meetings =30hrs.
Also 20 hrs. for general support of programming effort are included.
2. WH will provide a final, SVCC approved, program of spaces along with code and zoning reviews.
3. WH will provide 3 conceptual plan concepts for the Police Academy. Valdes AE will provide input to each conceptual plan including input on mechanical, plumbing, fire protection and electrical systems including technology (A/V) systems.
Architecture-60 hrs. for general support (conceptual design plans/elevations/site plan, etc.)
Mechanical-24 hrs.
Electrical-24 hrs.
4. Valdes AE will attend three conceptual design review meetings. We assume two would be via Teams or similar virtual means and one would be on-site.
15 hours for each meeting for a total of 45 hrs.
5. WH will generate conceptual building elevations for the selected conceptual plan and Valdes AE will generate two, 3D renderings of the SVCC selected conceptual design from the WH 2D building elevations.
40 hrs. for renderings are included.
6. Valdes AE assumes WH will provide the conceptual construction cost estimate with support from Valdes AE on mechanical, electrical and technology systems.
24 hrs. for construction cost estimating support are included.
7. Structural and civil engineering design services are not included but can be added if desired.

FEE

We propose to provide the professional services described herein for the lump sum amount of \$54,000, invoiced on a monthly, percent complete basis and in accordance with the attached terms and conditions.

VALDES
ARCHITECTURE & ENGINEERING

100 West 22nd Street | Lombard, IL 60148

SCHEDULE

To be discussed and agreed upon with Willett Hofmann and the College.

Valdes Architecture & Engineering appreciates the opportunity to work with Willett Hofmann on this project.

Please let me know if you have any questions or concerns about our proposal.

Sincerely,

A handwritten signature in black ink that reads "Steve Ejnik". The signature is written in a cursive, flowing style.

Steve Ejnik, PE, RA, LEED AP
Vice President-Buildings
Valdes Architecture & Engineering

Valdes Architecture & Engineering (“Valdes”)
Terms and Conditions

1. **PAYMENT TERMS** - Payment terms are thirty (30) days from the date of invoice unless otherwise specified in the proposal or if for goods, then payment is due upon invoice receipt. If any goods to be ordered under this Agreement have cancellation, expediting, transportation, or other charges and costs required to fulfill the Agreement, all such charges and costs shall be borne in their entirety by the Client, and may require payment prior to ordering at Valdes' sole discretion. Valdes may, during the term of this Agreement, require advance payments to be made. Valdes reserves the right to charge up to a 1.5% monthly late fee to all outstanding invoice amounts not paid within the terms of this Agreement and Valdes may, after giving seven days written notice to Client, suspend services until Client has paid in full all amounts due. Client waives any and all claims against Valdes for any such suspension.
2. **STANDARD OF CARE** - The standard of care for all engineering and any related services performed or furnished by Valdes (services) will be the care and skill ordinarily used by professionals practicing under similar circumstances at the same time and in the same area and performing the same services. For a period of 12 months after performing the services, Valdes' sole obligation shall be to reperform, at no charge to Client, any services that do not meet the foregoing standard. Valdes makes no representations, guarantees, or warranties, express or implied, hereunder or otherwise, in connection with Valdes' services; and, to the extent permitted by law, Valdes will have no liability for services provided except as stated herein.
3. **WARRANTY** - All warranties available for goods supplied shall pass directly from manufacturer to Client and Valdes makes no express or implied warranty for goods supplied, provided or manufactured by others.
4. **INDEMNITY** – To the fullest extent permitted by its insurance policies and applicable law, Valdes agrees to indemnify and hold Client harmless from and against damages for personal injury or property damage to the extent that such damages are caused by Valdes' negligence or willful misconduct in the performance of services. To the fullest extent permitted by law, the Parties waive against each other, their employees, officers, and directors, any and all claims for or entitlement to special, incidental, indirect or consequential damages (including, but not limited to, loss of use or lost profits) arising out of, resulting from, or any way related to the services even if a Party has knowledge of the possibility of such damages. Except for the obligation to reperform services as provided in Paragraph 2, above, Valdes' liability for damages from all other causes whether in contract, tort, strict liability or otherwise shall, to the fullest extent permitted by law, be limited to the applicable Order. Valdes will carry insurance policies containing the following coverage: Workers' Compensation and Employer's Liability, General Liability and Automobile Liability.
5. **INFORMATION ACCURACY** - Client shall be responsible for, and Valdes may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to Valdes ("Information"), unless stated otherwise in written communication from Client with respect to specific Information. Valdes may use such Information in performing or furnishing services under this Agreement. Further, if Valdes believes that any Information should be evaluated or verified, Valdes shall so inform Client and the Parties shall mutually determine the appropriate course of action. Whenever Valdes is required to evaluate, verify or otherwise determine the accuracy of Information, Valdes shall receive an equitable adjustment in scope, budget and schedule.
6. **OWNERSHIP OF WORK** - All documents produced by Valdes are instruments of service in respect to this Project, and Valdes shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Valdes) whether the services are completed.

Client may make and retain copies of documents for information and reference in connection with use on the Project by Client. Valdes grants Client a license to use the documents on the Project subject to the following limitations: (1) Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Valdes, or for use or reuse by Client or others on extensions of the Project or on any other project without written verification or adaptation by Valdes; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Valdes, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Valdes; (3) Client shall indemnify and hold harmless Valdes from all claims, damages, losses, and expenses, including attorneys' fees and other legal costs, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Valdes; and (4) such limited license to Client shall not create any rights in third parties.

7. **CHANGES** - If the engineering Scope of Work, costs or schedule change because of Client action or inaction, acts of God, governmental action or for any other reason beyond the reasonable control of Valdes, Valdes shall receive an equitable adjustment in price and schedule. Change orders shall be effective upon written agreement by both Parties.
8. **SERVICES FOR BENEFIT OF CLIENT** - The services to be performed by Valdes under this Agreement are intended solely for the benefit of Client. Nothing contained herein shall confer any rights upon or create any duties on the part of Valdes or any officer, director, employee or subcontractor of Valdes toward any person or persons not a party to this Agreement including, but not limited to any contractor, supplier, or the agents, officers, employees, insurers, or sureties of them.
9. **CONTRACTOR'S WORK** - A "Contractor" is any individual or entity with whom Client enters into a construction agreement for the project. Valdes (including any officer, director, employee or subcontractor of Valdes) shall not at any time supervise, direct, or have control over Contractor's work, nor shall Valdes have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, 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 nor Contractor's failure to carry out the Work in accordance with the contract documents.
10. **SAFETY** - Valdes shall utilize all necessary devices, safeguards, and practices in Work performance so as to properly protect the safety and health of its own employees.
11. **PROCUREMENT SERVICES** - To the extent that Valdes provides procurement services, including, for example, bid package preparation, bid evaluations, purchase order preparation, such services shall be in the form of assisting Client in making purchasing decisions and making purchases. In all cases Client shall retain final decision authority and shall review and approve all bid package and purchasing documents. Unless otherwise specified herein, Client shall review, approve, and execute all purchase orders and other purchasing documents.
12. **PROCUREMENT OF GOODS**
 - 12.1. Agency Relationship. If provided in the applicable Scope of Work, Valdes may procure goods for Client as agent pursuant to a grant of authority as described in writing.
 - 12.2. Direct. If provided in the applicable Scope of Work, Valdes may provide direct procurement of goods in consultation with Client. In all cases Client shall retain final decision authority. Client's written authorization to proceed to Valdes shall constitute approval of the procurement of the goods listed in the Scope of Work.

13. **GOVERNING LAW** - The validity, construction, interpretation, and effect of this Agreement is to be governed by the laws of the State of Illinois without regard to choice of law provisions which would otherwise require the application of laws of any other jurisdiction. The Parties agree to use, exclusively, the State of Illinois for Jurisdiction and the County of DuPage, Illinois as Venue for any disputes between the Parties.
14. **ENVIRONMENTAL RESPONSIBILITIES**
- 14.1. It is acknowledged by both Parties that Valdes' scope of services does not include and that Valdes is not responsible for environmental engineering or any services related to hazardous, toxic, or special waste, substance, or material ("Environmental Concerns"). If Valdes encounters or becomes aware of any Environmental Concerns, Valdes will notify the Client and the Parties will determine the impact on the project and whether the services of appropriate specialist consultant(s) and/or contractor(s) are required.
- 14.2. Client acknowledges that Valdes is performing professional services for Client and that Valdes is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances or special waste, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Valdes' activities under this Agreement.
- 14.3. To the fullest extent permitted by law, Client shall indemnify and hold harmless Valdes and its officers, directors, and employees, from and against any and all claims, costs, losses, and damages (including but not limited to all attorneys' fees and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from Environmental Concerns at, on, or under the Site, provided that nothing in this provision 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.
15. **PERSONNEL ASSIGNED TO CLIENT** - When a Valdes employee or other Valdes personnel (collectively referred to in this Paragraph as "Employee") are assigned to a Client site for an extended period of time, this Paragraph shall apply and control. Client agrees that the Employee is being provided to supplement Client's work force. Client will direct and control the Work performed by the Employee, whether performed inside or outside Client's principal place of business. Client will have the right at any time to terminate the assignment of the Employee for any reason or for no reason. The termination will be effective as of Valdes' receipt of written notice or the termination date stated in the notice, if later. Client agrees to pay the fees for the Employee until the termination is effective.
16. **NON-SOLICITATION** - Acknowledging that Valdes places substantial value in its employees, Client shall not, directly, or indirectly through a third party, solicit, recruit, or hire employees of Valdes during the term of this project and for twelve (12) months thereafter. For each such solicitation, recruitment, or hiring, Client shall pay upon demand to Valdes an amount equal to one (1) year's salary of the solicited, recruited, and/or hired employee.
17. **HEADINGS** – The articles, sections, paragraphs and other headings are for convenience only and do not define, limit or construe the contents thereof.
18. **WAIVER** - Any waiver of strict compliance with any provision of this Agreement shall not be deemed a waiver of any other provision or of a Party's rights to insist upon subsequent strict compliance with such provision.
19. **SURVIVAL** - Any provision of this Agreement that by its terms should survive expiration or termination, shall survive including without limitation: Procurement As Agent; Confidentiality; Notices; Successors and Assigns; Severability; Waiver; Standard of Care; Warranty; Insurance and Indemnity; Ownership of Work; Services for Benefit of Client; Contractor's Work; Governing Law; Non-Solicitation Confidentiality; Waiver and Severability; and Survival.