


Local Agency County of Lake	L O C A L A G E N C Y	 Illinois Department of Transportation	Preliminary Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant MACTEC Engineering and Consulting, Inc.
County Lake					Address 8745 W. Higgins Road, Suite 300
Section 10-00193-07-BR					City Chicago
Project No. <u>BHVI-9003(704)</u>					State IL
Job No. P-91-760-10					Zip Code 60631
Contact Name/Phone/E-mail Address Helena Sullivan HSullivan@co.lake.il.us	Contact Name/Phone/E-mail Address Robert Israel, 773-693-6030 rpisrael@mactec.com				

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name	Arlington Heights Rd	Route	2626	Length	42ft / 008mi	Structure No.	049-3055
Termini	At Buffalo Creek						
Description	Phase I preliminary engineering for bridge beam repairs & deck surface replacement						

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 240 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - Prepare applications for U.S. Army Corps of Engineers Permit, **Lake County Stormwater Management Commission Permit**, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - Design and/or approve cofferdams and superstructure shop drawings.
 - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - Prepare the necessary environmental and planning documents including the Project Development Report, ~~Environmental Class-of-Action Determination or Environmental Assessment~~, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas: **Total Not-to-Exceed Contract Amount shall be \$34837**

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate (Pay per element)

Lump Sum _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.
3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

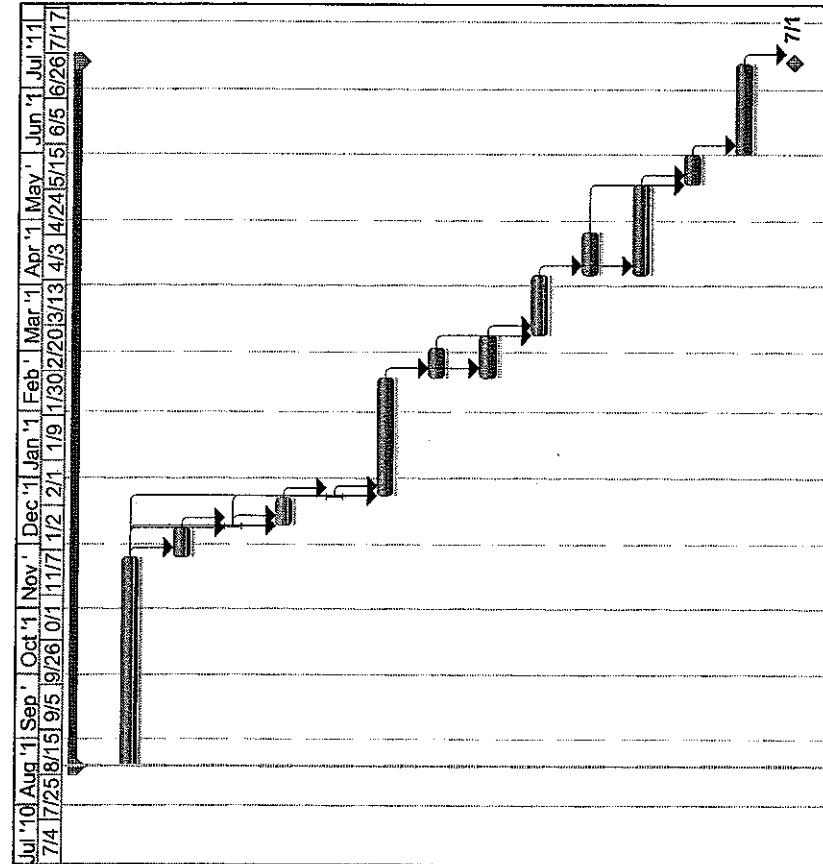
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
 - c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
 - e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
 - f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

ID	Task Name	Duration	Start	Finish
1	Phase I & II Eng - Planning Dept Lead (Chuck)	234.5 days	Thu 8/19/10	Wed 7/13/11
2	Process Ph I jt agreement & eng agreement - IDOT	70 days	Thu 8/19/10	Wed 11/24/10
3	Phase I project planning process	10 days	Thu 11/25/10	Wed 12/8/10
4	Bridge Inspection	1 day	Thu 12/9/10	Thu 12/9/10
5	Bridge Repair Alternates/Draft Report	9 days	Fri 12/10/10	Wed 12/22/10
6	LCDOT Review/mtg Selection of Preferred	1 day	Thu 12/23/10	Thu 12/23/10
7	Develop preliminary plans	39 days	Fri 12/24/10	Wed 2/16/11
8	LCDOT review of preliminary plans & report	10 days	Thu 2/17/11	Wed 3/2/11
9	Hold Phase I public meeting	14 days	Thu 2/17/11	Tue 3/8/11
10	Develop preliminary Phase I/PBDHR report	20 days	Wed 3/9/11	Tue 4/5/11
11	Internal review of Phase I/PBDHR report	14 days	Wed 4/6/11	Mon 4/25/11
12	IDOT review of Phase I/PBDHR report	30 days	Wed 4/6/11	Tue 5/17/11
13	Develop final Phase I/PBDHR report	10 days	Wed 5/18/11	Tue 5/31/11
14	Get IDOT/Fed execution of Phase I/PBDHR	30 days	Wed 6/1/11	Tue 7/12/11
15	Receive Phase I/PBDHR report approval	0.5 days	Wed 7/13/11	Wed 7/13/11



Task
 Split
 Progress
 Milestone
 Summary
 Project Summary
 External Task
 External Milestone
 Deadline

Arlington Hts Rd Bridge
 P-91-760-10
 Lake County Division of Transportation



Supplier Information

Date: _____

Supplier Name Peklay Suveying Co., Ltd. Phone: 847-336-0059
 Physical Address: 163 N. Greenleaf St. Suite One Fax: 847-336-8753
 City, State, Zip Gurnee, Illinois 60031-3344 Email: ep@peklay.com
 Remit to Address: 163 N. Greenleaf St. Suite One Web Address: n/a
 City, State, Zip Gurnee, Illinois 60031-3344 Contact: Ed Peklay

Please list all site locations on a separate piece of paper and attach to this form.

Check One: Corporation* Partnership or LLC Sole Proprietor** Individual***

* If business is incorporated, indicate "State of Incorporation" State of Incorporation: Illinois

Federal Identification Number: 36-3215009 OR Social Security Number:

Business Classification

Small Business Large Business Gov't Entity Foreign Country: _____
 Check All Applicable Boxes Non-Profit Woman Owned Disadvantaged** Veteran Owned HUBZone**
 Disabled Veteran Owned Historical Black Colleges / Universities and Minority Institutions

Number of Employees 6 **A copy of the Certification must be submitted.

If your certifications are state level check here If your certifications are federal level check here

land surveying

ALL services that company provides:

Please attach brochure to this form if available.

Check ALL states licensed to do business:

<input type="checkbox"/> Alabama	<input type="checkbox"/> Alaska	<input type="checkbox"/> Arizona	<input type="checkbox"/> Arkansas	<input type="checkbox"/> California	<input type="checkbox"/> Colorado
<input type="checkbox"/> Connecticut	<input type="checkbox"/> Delaware	<input type="checkbox"/> Florida	<input type="checkbox"/> Georgia	<input type="checkbox"/> Hawaii	<input type="checkbox"/> Idaho
<input checked="" type="checkbox"/> Illinois	<input type="checkbox"/> Indiana	<input type="checkbox"/> Iowa	<input type="checkbox"/> Kansas	<input type="checkbox"/> Kentucky	<input type="checkbox"/> Louisiana
<input type="checkbox"/> Maine	<input type="checkbox"/> Maryland	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> Michigan	<input type="checkbox"/> Minnesota	<input type="checkbox"/> Mississippi
<input type="checkbox"/> Missouri	<input type="checkbox"/> Montana	<input type="checkbox"/> Nebraska	<input type="checkbox"/> Nevada	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> New Jersey
<input type="checkbox"/> New Mexico	<input type="checkbox"/> New York	<input type="checkbox"/> North Carolina	<input type="checkbox"/> North Dakota	<input type="checkbox"/> Ohio	<input type="checkbox"/> Oklahoma
<input type="checkbox"/> Oregon	<input type="checkbox"/> Pennsylvania	<input type="checkbox"/> Rhode Island	<input type="checkbox"/> South Carolina	<input type="checkbox"/> South Dakota	<input type="checkbox"/> Tennessee
<input type="checkbox"/> Texas	<input type="checkbox"/> Utah	<input type="checkbox"/> Vermont	<input type="checkbox"/> Virginia	<input type="checkbox"/> Washington	<input type="checkbox"/> West Virginia
<input checked="" type="checkbox"/> Wisconsin	<input type="checkbox"/> Wyoming				

Please return completed form to Shirley A. Blomenberg via fax at 865-741-3992.

FOR MACTEC PROCUREMENT USE ONLY:

Agreement Dates 10-2-08 to 10-2-11

KMOD: None Project Number: Various

Project Name: Various Project Manager: Various

Comments:

Surveying MSA
COE approved project specific (# 3205080907)

**(MSA SUBCONTRACT AGREEMENT
FOR UTILITY LOCATOR AND
SURVEYING & OTHER PROFESSIONAL SERVICES**

This Subcontract Agreement ("Agreement") is made this 2nd day of October, 2008 by and between MACTEC Engineering and Consulting, Inc. ("MACTEC") and Peklay Surveying Co., Ltd, a Corporation, ("SUBCONSULTANT").

NOW, THEREFORE, for good and valuable consideration, including the promises contained herein, the receipt and adequacy of which is mutually acknowledged, the parties agree as follows:

1.0 SCOPE OF SERVICES

1.1 SUBCONSULTANT shall provide (CHECK THE APPROPRIATE BOX):

- surveying
 title search
 real estate
 utility locator
 legal
 other:

services in accordance with the provisions of this Agreement and as described in the Work Orders to be issued by MACTEC from time-to-time hereunder (individually, "Work Order" and, collectively, "Work Orders") in the form attached hereto as Exhibit "A" ("Services"). Work provided without a signed Work Order or outside the scope of Services described in a Work Order shall be at SUBCONSULTANT's risk and account.

1.2 By signing each Work Order, SUBCONSULTANT acknowledges that it has satisfied itself as to the nature and extent of the Services. Any representation(s) made by MACTEC, but not expressly included in a Work Order, shall be only for the information of SUBCONSULTANT and shall not render MACTEC responsible or liable therefore.

1.3 This Agreement is being entered into for the purpose of retaining SUBCONSULTANT to provide certain services required of MACTEC by its client ("CLIENT") under that prime agreement which will be identified in the applicable Work Order ("Prime Agreement"). Each Work Order will incorporate by reference an attachment comprised of either (i) a redacted copy of the Prime Agreement or (ii) those certain provisions of the Prime Agreement which are applicable to the Services to be performed by SUBCONSULTANT under the Work Order and/or are required to be passed to lower-tier subconsultants by the Prime Agreement (the Prime Agreement or those certain provisions, as applicable, being referred to as "Flow-Down Provisions"). SUBCONSULTANT shall similarly incorporate the Flow-Down Provisions in any further subcontract entered into by SUBCONSULTANT with any sub-subconsultant. To the extent that any provision contained in this Agreement conflicts with any Flow-Down Provision(s), the Flow-Down Provision(s) shall govern. By its signing a Work Order, SUBCONSULTANT represents that it has requested, received and reviewed a copy of the Flow-Down Provisions and is familiar with them or has elected not to receive a copy.

2.0 CHANGES IN THE SERVICES

2.1 Changes in the Services may be accomplished after execution of, and without voiding, this Agreement or any applicable Work Order should circumstances arise which reasonably require such change. Such changes shall be made by Change Order, as provided in Section 2.2 below, or by Change Directive, as provided in Section 2.3 below.

2.2 In the event it becomes necessary to change, delete from or add to the Services in a manner that causes a material increase or decrease in the time or cost, or both, required for SUBCONSULTANT to perform the Services, such change deletion or addition shall be evidenced by a change order attached hereto as Exhibit "B" ("Change Order"). To the extent that a Change Order materially changes the cost or time, or both, to perform the Services, an equitable adjustment, either upward or downward, may be made in the contract time for

performance or compensation, or both, as applicable. SUBCONSULTANT shall not proceed with any such changed or additional Services until mutual execution of a Change Order, if applicable.

2.3 Notwithstanding Section 2.2 above, MACTEC reserves the right, in its discretion, to make changes in or additions to the Services that do not materially add to SUBCONSULTANT's time or cost, or both, to perform the Services, and to issue a written directive ("Change Directive") which directs SUBCONSULTANT to perform such modified and/or additional Services without an adjustment, if any, in compensation or schedule, or both. If SUBCONSULTANT is given a Change Directive by MACTEC, SUBCONSULTANT shall promptly comply with Change Directive, notwithstanding any disagreement. If applicable, SUBCONSULTANT shall give written notice of its intent to seek a Change Order for the changed or additional Services and request an adjustment in compensation or schedule, or both, to MACTEC within ten (10) calendar days after receipt of the Change Directive. Failure to timely give this notice shall constitute an irrevocable waiver by SUBCONSULTANT of all rights to seek such an adjustment.

3.0 PAYMENT

3.1 SUBCONSULTANT shall provide the Services set forth in each Work Order for the compensation also set forth in each Work Order. Compensation will be determined as follows:

3.1.1 For cost reimbursement, compensation shall not exceed the amount set forth in the Work Order, unless additional sums are authorized in advance by MACTEC in writing. Progress payments shall be made in accordance with the rates and/or unit prices set forth on the Schedule of Fees which is attached hereto as Exhibit "C" ("Fee Schedule") or as specifically set forth in or supplemented by a Work Order or any exhibits or attachments thereto. No item(s) can be invoiced unless it is included in the Fee Schedule. Unanticipated charges or expenses can be invoiced only upon prior written agreement of MACTEC; or

3.1.2 Where the parties have mutually agreed to make progress payments for Services under a lump sum fee schedule, such payments shall be made on the basis of the percentage of the Services completed.

3.2 SUBCONSULTANT shall invoice MACTEC at least once every thirty (30) days for Services completed in accordance with the terms of this Agreement and the applicable Work Order. Each invoice shall be accompanied by an Application for Payment in the form attached hereto as Exhibit "D". All invoices shall be submitted not later than thirty (30) days after performance of the Services reflected thereon unless MACTEC authorizes an extension of time. Invoices received later than thirty (30) days after performance of the Services or without an acceptable Application for Payment are subject to rejection by MACTEC. Required lien releases must be executed by SUBCONSULTANT, each sub-subcontractor and sub-subconsultant who has performed any of the Services, and each materialman who has supplied materials, and submitted along with each Application for Payment.

3.3 Upon request, SUBCONSULTANT shall provide MACTEC with copies of time sheets, expense records and any other billed expenditures relating to the Services that are reflected on any invoice.

3.4 MACTEC shall submit SUBCONSULTANT's invoice with its next regular invoice to CLIENT. Payment of any amounts not in dispute will be made to SUBCONSULTANT within fifteen (15) business days, excluding Saturdays, Sundays and federal holidays, ("Business Days") of receipt by MACTEC of the applicable payment from CLIENT. Payment of any invoice submitted to MACTEC by SUBCONSULTANT is made expressly contingent upon receipt by MACTEC of payment of said invoice from CLIENT, except when payment to MACTEC is withheld by CLIENT for cause and such cause does not involve the performance or other obligations of SUBCONSULTANT.

3.5 In the event SUBCONSULTANT owes any sum(s) to MACTEC under this Agreement, MACTEC may offset such sum(s) against any compensation due SUBCONSULTANT hereunder, or if no sums are otherwise payable to SUBCONSULTANT, SUBCONSULTANT will pay such sum(s) within fifteen (15) Business Days after receipt of MACTEC's invoice therefor. MACTEC Shall have such right and remedy

without prejudice to any other rights and remedies it may have against SUBCONSULTANT under this Agreement, at law or in equity.

3.6 The final invoice must be accompanied by a properly completed Subcontract Work Order Closeout Form and Release attached hereto as Exhibit "E".

3.7 The acceptance of any payment by MACTEC will not constitute acceptance of Services that have not been performed in strict accordance with the provisions of this Agreement and the applicable Work Order(s).

3.8 All invoices shall be delivered to MACTEC at:

1105 Lakewood Parkway, Suite 300
Alpharetta, GA 30009
Attn: A/P Department

3.9 SUBCONSULTANT's Federal ID number is 36-3215009

3.10 Federal Contracts Only: Prime Contract No./D.O. No. To Be Assigned Per Work Order. Priority Code To Be Assigned Per Work Order.

4.0 LIENS

4.1 SUBCONSULTANT will pay and satisfy all claims for labor and material employed or used in performing the Services and shall defend, indemnify and hold harmless MACTEC and CLIENT from all claims, losses, costs, expenses, bonding fees, payments and liens of any kind arising from the Services. SUBCONSULTANT shall execute and deliver signed lien releases and/or waivers of claim from it and all of its subcontractors, subconsultants and vendors that CLIENT or MACTEC may require as a condition of payment. If a lien should be filed against a project site or the property of CLIENT or MACTEC by a subcontractor, subconsultant or vendor of SUBCONSULTANT, SUBCONSULTANT promptly will pay in full or bond over such lien; provided, that MACTEC, without prejudice to its rights under this Agreement, at law or in equity, shall have the right to take all steps necessary to remove such lien as well as any lien filed by SUBCONSULTANT, including payment of the underlying debt with offset against payments due SUBCONSULTANT hereunder, and SUBCONSULTANT shall reimburse MACTEC for all expenses incurred by MACTEC as a result of the filing and removal of any such lien, including court costs and reasonable attorneys' fees. The above provisions will not apply to the extent expressly prohibited by Law (hereinafter defined).

5.0 RECORDS

5.1 SUBCONSULTANT shall retain all records, including, but not limited to, all plans, specifications, drawings, field notes, reports, sketches, correspondence, logs, manuals, directives, memoranda and other documents, records or information relating to the Services ("Project Records"), and will keep all appropriate books and records reflecting the charges and expenses related to the Services ("Accounting Records") in accordance with generally accepted accounting practices and principles. Upon request from MACTEC or CLIENT, SUBCONSULTANT shall make the Project Records and/or Accounting Records reasonably relating to the Services available during normal business hours for review or audit by MACTEC, CLIENT or their respective representatives at their expense. SUBCONSULTANT shall retain, and grants MACTEC the right to audit, the Project Records and Accounting Records for a period of three (3) years after completion of the Services or such longer time as is mutually agreed to by the parties in writing or as required by the Flow-Down Provisions.

6.0 PROJECT SITE(S)

6.1 SUBCONSULTANT must coordinate its activities with other contractors at the project site so as not to unduly interfere with the use of, or work on, a project site by CLIENT or other contractors

6.2 If SUBCONSULTANT is a utility locator or will be excavating or penetrating beneath the surface of the ground, SUBCONSULTANT shall be responsible for damages to, and must confirm the type and location of, all above and below ground utilities and subterranean structures

where Services are to be performed.

6.3 Upon completion of the Services, SUBCONSULTANT shall clear away all tools, machinery, debris, rubbish and any and all other materials which may be on or about the applicable project site(s) and shall do everything necessary to restore each project site in a complete and workmanlike manner.

7.0 SAFETY

7.1 SUBCONSULTANT shall take reasonable precautions to perform the Services in a safe manner. SUBCONSULTANT will be solely responsible for working conditions on those portions of the project site reasonably within SUBCONSULTANT's work area, including the safety of all persons and property during performance of the Services, in addition to providing any and all safety equipment or articles necessary to protect its employees and agents and to comply with applicable OSHA regulations and requirements of the owner and/or operator of the project site. Any monitoring of SUBCONSULTANT's procedures conducted by MACTEC will not include a review of the adequacy of SUBCONSULTANT'S safety measures in, on, adjacent to, or near any project site. MACTEC's responsibility for project site safety is limited solely to its own employees and the provision of appropriate training, supervision and personal protective equipment for those employees.

7.2 If property damage or bodily injury occurs in the course, or as a result, of SUBCONSULTANT's performing the Services, SUBCONSULTANT shall immediately notify MACTEC. An initial written incident report will be prepared by SUBCONSULTANT followed by a detailed written account of the incident within three (3) calendar days after its occurrence in a form acceptable to MACTEC and which includes the results of a comprehensive incident investigation identifying root causes and detailing the corrective actions SUBCONSULTANT will implement to prevent the reoccurrence of a similar incident. The final, written incident report shall be submitted to MACTEC within five (5) calendar days of the occurrence. A written request for an extension of the submission deadline must be provided by SUBCONSULTANT to, and agreed to by, MACTEC prior to expiration of the applicable submission deadline.

7.3 SUBCONSULTANT acknowledges that it is familiar with the Services and will familiarize itself with (i) the known and the inherent hazardous conditions of each project site, prior to commencing performance of the Services, and (ii) the necessity for the use of safety measures by its personnel during performance of the Services. SUBCONSULTANT shall comply with all applicable safety Laws (hereinafter defined) including, but not limited to, those under federal and state occupational, safety, and health acts, and in particular the provisions of OSHA 29 CFR 1910 and 1926, and shall comply with the more stringent of those or any site specific safety programs and procedures when required by MACTEC or CLIENT, or both.

7.4 All employees of SUBCONSULTANT who will enter a controlled work area (s) of any project site which is known or suspected to contain hazardous constituents or materials must demonstrate compliance with all training and personnel health monitoring programs that are required under federal, state or local regulations prior to site entry.

8.0 STANDARD OF PERFORMANCE

8.1 SUBCONSULTANT shall perform professional Services promptly, with due diligence and with that degree of skill and care ordinarily exercised by reputable members of SUBCONSULTANT's profession practicing in the same or similar locality at the time the Services are performed. All non-professional Services, if applicable, will be performed free from faulty workmanship and defects in material.

8.2 Time is of the essence of this Agreement. SUBCONSULTANT shall diligently perform and complete all Services within the time limit specified in the applicable Work Order, or in a prompt and timely manner if no time limit is specified.

8.3 SUBCONSULTANT shall not infringe on the trademark, patent rights or other intellectual property of any person(s), corporation(s) or any other entity(ies) in the performance of the Services ("Infringement").

8.4 If MACTEC or CLIENT determines that the Services or any part thereof fails to meet SUBCONSULTANT's standard of care described in Section 8.1, SUBCONSULTANT, upon notice of such deficiency, at its sole cost and expense, and without limiting other remedies available to MACTEC and CLIENT, shall either (i) correct the Services, at its expense, or (ii) pay the full cost for another subconsultant selected by MACTEC and approved by CLIENT (if required by the Prime Agreement) to correct the Services. Should SUBCONSULTANT fail to commence and complete correction of defective Services to MACTEC's satisfaction within seven (7) calendar days, MACTEC and/or CLIENT may remedy the defects, as deemed necessary, at SUBCONSULTANT's expense, and SUBCONSULTANT shall reimburse MACTEC for all such expenses, including reasonable overhead and profit.

8.5 SUBCONSULTANT will reimburse MACTEC for all of MACTEC's costs, including reasonable attorney's fees and expert's fees, if MACTEC must resort to litigation or dispute resolution to enforce the terms of this Agreement.

8.6 SUBCONSULTANT will not communicate about the Services directly with CLIENT.

9.0 INSURANCE AND BONDING

9.1 SUBCONSULTANT shall, at its own expense, purchase and maintain insurance with insurance companies reasonably satisfactory to MACTEC as follows:

9.1.1 Minimum Limits and Coverages

i. Worker's Compensation & Employer's Liability	Statutory
- Each Accident	\$500,000
- Disease - Policy Limits	\$500,000
- Disease - Each Employee	\$500,000
(ii.) Commercial General Liability (Including Contractual Liability Insurance)	
- Per Occurrence	\$1,000,000
- Aggregate	\$2,000,000
(iii.) Commercial Automobile Liability	
- Combined Single Limit for bodily injury & property damage on owned, non-owned and hired vehicles.	\$1,000,000
(iv.) Contractor's Pollution Liability (Required for utility locator)	
- Each Occurrence	\$1,000,000
(v.) Professional Liability	
- Per claim	\$1,000,000
- Aggregate	\$1,000,000

9.2 Prior to performing any Services, SUBCONSULTANT shall furnish MACTEC with Certificates of Insurance certifying that all insurance required under this Agreement is in full force and effect, citing the expiration date of each policy and stating that the insurance will not be non-renewed or cancelled during the term of this Agreement without thirty (30) calendar days prior written notice to MACTEC; provided, that ten (10) Business Days notice is acceptable for cancellation due to nonpayment of premiums.

9.3 The policies described in 9.1.1 (i.), (ii.) and (iii.) shall provide for a waiver of subrogation rights in favor of MACTEC and CLIENT. The Certificate of Insurance shall identify MACTEC and CLIENT as "additional insureds" for on-going and completed operations on the policy described in 9.1.1 (i.). The policies described in 9.1.1 (ii.) and (iii.) shall be primary and non-contributing with policies of MACTEC. Receipt by MACTEC of the Certificates of Insurance required herein shall be a prerequisite to commencement of, and payment for, the Services.

9.4 SUBCONSULTANT shall bear all risk of loss, theft, damage or destruction to (i) property in its care, custody or control that is provided to SUBCONSULTANT by MACTEC under any Work Order and (ii) SUBCONSULTANT's equipment, appliances, tools, facilities, and materials necessary to perform the Services. At all times and at

SUBCONSULTANT's expense, SUBCONSULTANT shall maintain insurance against such loss, theft, damage or destruction in an amount not less than the replacement value of all such items. SUBCONSULTANT waives subrogation rights against MACTEC for damage to, or destruction of, SUBCONSULTANT's property, materials, vehicles and equipment.

9.5 MACTEC may require additional coverages or higher limits of liability for a particular scope of Services or as required by CLIENT. Such additional coverage or higher limits, if any, will be identified in the particular Work Order.

9.6 Each of SUBCONSULTANT's insurance providers shall have an A.M. Best's Key Rating of A:VIII and be authorized or licensed to conduct business where the Services are to be performed.

9.7 Failure by SUBCONSULTANT to maintain the required insurance or to provide evidence thereof reasonably acceptable to MACTEC shall constitute a material breach of this Agreement upon which MACTEC may immediately suspend performance or terminate this Agreement in accordance with Article 13.0. Alternatively, MACTEC may purchase such required insurance coverage, and offset the cost thereof against any compensation due SUBCONSULTANT.

9.8 The provision of insurance by SUBCONSULTANT pursuant to this Article 9.0 does not limit SUBCONSULTANT's responsibility to MACTEC, nor does a decision by MACTEC to ignore SUBCONSULTANT's failure to meet these Article 9.0 requirements constitute a waiver of the requirements.

9.9 From time-to-time, SUBCONSULTANT may be required to provide one hundred percent (100%) performance and payment bonds in connection with a particular Work Order. If such bond(s) is required by MACTEC or CLIENT, (i) SUBCONSULTANT will be notified in advance to allow adequate time to secure the bond(s) or reject the Work Order, (ii) the surety company providing the bonds must be a "treasury listed" company and (iii) MACTEC will expressly require such bond(s) in the applicable Work Order. If SUBCONSULTANT's proposal is a lump sum fixed price proposal, it will be conclusively presumed that the cost of the surety bond(s) is included in the lump sum price. If the proposal is not lump sum fixed price, MACTEC will treat the actual cost of any such required surety bond(s) as a "reimbursable cost".

10.0 INDEMNIFICATION

10.1 For the separate consideration received from MACTEC in the amount of \$10.00, SUBCONSULTANT shall release, defend, indemnify and save harmless MACTEC and CLIENT as provided below:

10.1.1 SUBCONSULTANT shall defend, indemnify and hold harmless CLIENT and all of its parent companies, subsidiaries, affiliates and subconsultants, including their respective officers, directors, employees, principals, partners, agents, successors and assigns (collectively, "CLIENT Indemnitees"), either directly or indirectly through MACTEC, in accordance with, and to the same extent required by, the obligations to defend, indemnify and hold harmless CLIENT which are required of MACTEC in the Prime Agreement, including, without limitation, CLIENT's obligations, if any, to defend, indemnify and hold other parties harmless.

10.1.2 SUBCONSULTANT shall defend, indemnify and hold harmless MACTEC and all of its parent companies, subsidiaries, affiliates and subconsultants, including their respective officers, directors, employees, principals, partners, agents, successors and assigns, (collectively, "MACTEC Indemnitees") from and against any and all claims that may be brought or made against MACTEC Indemnitees on account of infringement, liabilities, damages (including, without limitation, damage to subterranean structures, involvement with waste or exposure to or the release of toxic or hazardous substances and damages attributable to bodily injury (including death), personal injury and property damage), losses, costs, expenses, settlements, judgments, awards, and governmental penalties and sanctions, and reasonable attorneys' and experts' fees, (sometimes individually, "Claim" and, sometimes collectively, "Claims"), caused by, arising out of, or contributed to by any actual or alleged breach of the terms of this Agreement, including any Work Order, or violation of any applicable federal, state and local law, rule or

regulation (individually, "Law" and, collectively, "Laws"), by, or any negligent acts, errors, omissions or willful misconduct of, SUBCONSULTANT, its employees, sub-subconsultants or agents, except to the extent the Claims are determined to have been caused solely by the negligence or the willful misconduct of MACTEC.

10.2 SUBCONSULTANT's indemnity obligations contained in this Agreement include any Claims made against MACTEC by SUBCONSULTANT's employees, except for Claims arising from the sole negligence of MACTEC; provided, that the foregoing exception shall not apply to the extent that MACTEC otherwise would be exposed to an aggregate liability that would exceed any limitation on the amount or type of damages, compensation or benefits payable by or for SUBCONSULTANT under workers' compensation acts, disability benefits acts, or other employee benefit acts.

11.0 ASSIGNMENT

11.1 SUBCONSULTANT shall not assign this Agreement, or any amounts due or to become due under this Agreement or any Work Order, without the prior written consent of MACTEC and shall not subcontract the whole or any part of the Services without the prior written consent of MACTEC. Notwithstanding MACTEC's consent to assignment of this Agreement, SUBCONSULTANT will remain liable to MACTEC for any assignee's performance or lack thereof.

11.2 Should SUBCONSULTANT wish to subcontract any portion of this Agreement or the Services, SUBCONSULTANT shall provide the name and address of all such sub-subconsultants to MACTEC for MACTEC's consent, which MACTEC will not unreasonably withhold.

12.0 CONFIDENTIALITY

12.1 SUBCONSULTANT will ensure that its personnel will maintain the confidentiality of all documents and information that are provided to SUBCONSULTANT by MACTEC or CLIENT, or both, with respect to each project and the Services, as well as all information, test results, reports and analyses generated by SUBCONSULTANT as part of the Services (collectively, "Confidential Information"). SUBCONSULTANT shall by contract or published policy require that its personnel not reveal any Confidential Information, including, but not limited to, the nature or results of the Services performed, to any party other than MACTEC or CLIENT without prior written consent of MACTEC or CLIENT, or both, as applicable and shall direct all comments or questions only to MACTEC's project manager.

13.0 TERMINATION

13.1 MACTEC shall have the right to terminate this Agreement and all Work Orders, or any Work Orders without terminating this Agreement, for cause when MACTEC determines that SUBCONSULTANT has failed to perform any Services in a proper or timely manner or is otherwise in breach of a material obligation of this Agreement or any Work Order, provided that MACTEC has given SUBCONSULTANT written notice of the failure or breach and SUBCONSULTANT has failed to cure the same to MACTEC's satisfaction within seven (7) calendar days after receipt of such notice. In the event of such termination, MACTEC shall have the right to complete the Services itself, or use another subconsultant, and SUBCONSULTANT shall reimburse MACTEC for all such resulting expenses, including reasonable overhead, profit and attorneys' fees. In the event that MACTEC's effort to terminate for cause is determined to be ineffective or improper for any reason whatsoever, such notice shall be deemed to be a notice of termination for convenience under Section 13.2 below.

13.2 MACTEC may terminate this Agreement and all Work Orders, or any Work Orders without terminating this Agreement, for convenience and without cause, upon written notice. In such event, MACTEC shall pay SUBCONSULTANT for Services satisfactorily completed prior to the date of termination, and not previously compensated, in accordance with this Agreement and the Work Order or Work Orders which are being terminated.

13.3 Upon notice of termination, SUBCONSULTANT shall cease performance of all Services under those Work Orders referenced in the notice of termination and shall promptly remove all of its equipment and

personnel from each project site for which the applicable Work Order has been terminated. SUBCONSULTANT shall not be entitled to payment for any Services performed after the effective date of termination.

13.4 Neither MACTEC nor CLIENT shall be liable for anticipated profits or for economic, incidental or consequential damages to the other party arising out of breach of contract, termination, or for any other reason whatsoever.

14.0 INDEPENDENT CONTRACTOR

14.1 SUBCONSULTANT is an independent contractor, and the means, manner and method of performing the Services are under the exclusive control of SUBCONSULTANT. SUBCONSULTANT shall not be deemed an employee or agent of MACTEC for any purpose. As an independent contractor, neither SUBCONSULTANT nor its employees shall be entitled to receive any employee benefits provided by MACTEC to its employees, and SUBCONSULTANT shall be solely responsible for compliance with all Laws pertaining to employment of its employees, agents and sub-subconsultants including, without limitation, withholding and remitting payment of FICA and federal and state unemployment compensation taxes and any federal, state and/or local income taxes and filing all tax returns with respect to all such taxes.

15.0 LAWS AND REGULATIONS

15.1 Except as otherwise set forth in a Work Order, SUBCONSULTANT shall pay all prevailing wages and taxes, to the extent applicable, and obtain and pay for all permits, fees and licenses, and provide all notifications, required by local, county, state, or federal agencies, which are necessary for the execution of this Agreement and all Work Orders and the proper completion of all Services. SUBCONSULTANT shall comply with all Laws at all times.

15.2 SUBCONSULTANT shall comply with Executive Order 11246 relating to Equal Employment Opportunity and such other non-discriminatory and affirmative action obligations that are included in the Flow-Down Provisions, such obligations being hereby incorporated and made a part of this Agreement by reference to its applicable parts.

15.3 The Equal Opportunity and Affirmative Action clauses of 41 CFR 60-1.4, 60-250.4 and 60-741.4 are hereby incorporated by reference to the extent applicable to the Services. SUBCONSULTANT agrees to take the following actions as appropriate to the Services: File SF-100 (EEO-1) compliance report (41CFR 60-1.7), certify absence of segregated facilities (41 CFR 60-1.8), prepare or show proof of written Affirmative Action Program (41 CFR 60-1.40, 60-250.5, 60-751.5) or otherwise comply with all applicable government requirements.

16.0 OWNERSHIP AND USE OF TECHNICAL AND OTHER DATA, COMPUTER SOFTWARE, ETC.

16.1 All copyrights, patents, drawings, sketches, surveys, designs, computer software, programs, manuals, data specifications, notebooks, technical and scientific data, and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing, and any and all instruments of service or products (including all software) prepared or obtained pursuant to the Services shall be the exclusive property of MACTEC, together with all accompanying rights of ownership, as works for hire without any claim on the part of SUBCONSULTANT for additional compensation; provided, that SUBCONSULTANT may use the foregoing in the performance of Services for the Federal Government to the extent that the Federal Government has the right to authorize such use in either (i) a provision(s) in the Prime Agreement or (ii) a flow-down provision(s) in a prime agreement with a third party to which MACTEC and its SUBCONSULTANTS are subject. SUBCONSULTANT may not retain copies of the foregoing after completion of the Services, aside from one confidential file copy for its records, without MACTEC's prior written consent.

16.2 MACTEC may use or re-use the materials and items mentioned in Section 16.1 above without restriction for the project or purpose for which the Services were performed.

16.3 SUBCONSULTANT shall defend, indemnify and hold harmless MACTEC Indemnitees and CLIENT Indemnitees from and against any and all Claims of infringement of any patents, copyrights, trademarks or trade secrets relating to the Services, except Claims that result from SUBCONSULTANT's compliance with any designs, specifications or instructions received from MACTEC.

17.0 NOTICES

17.1 Except as provided elsewhere in this Agreement, any notice required to be given under this Agreement shall be provided in writing and posted by certified U.S. mail, return receipt requested, or sent via overnight courier to the following address:

MACTEC Engineering and Consulting, Inc.
9725 Cogdill Road
Knoxville, TN 37932
Attn: Shirley A. Blomenberg

Peklay Surveying Co., Ltd.
163 N. Greenleaf Street, Suite One
Gurnee, IL 60031
Attn: Edward Peklay

17.2 Notices shall be deemed received the day delivery is either made or refused, if sent by certified mail, or upon delivery, if sent via overnight courier.

18.0 SURVIVAL

18.1 All of SUBCONSULTANT's obligations and liabilities hereunder, including, but not limited to, its warranty and indemnification obligations, and MACTEC's rights and remedies with respect thereto, shall survive the expiration or termination of this Agreement and the Work Orders.

19.0 TERM

19.1 This Agreement shall continue in force until October 1, 2011, or for one (1) year from the date first set forth above if no date is specified, unless terminated earlier by mutual agreement or as described herein.

20.0 NO WAIVER

20.1 No waiver by either party of any right or remedy with respect to any occurrence or event on one occasion shall be deemed a waiver of such right or remedy with respect to such occurrence on any other occasion.

21.0 SEVERABILITY

21.1 To the extent any provision of this Agreement is unlawful or unenforceable, that provision shall be ineffective without affecting any other provision of this Agreement, so that the balance of this Agreement will be deemed to be a valid and binding agreement which is enforceable in accordance with its terms.

22.0 HEADINGS

22.1 The headings used in this Agreement are for the purpose of convenience only and are not to be used or referred to in interpreting the meaning or the terms of this Agreement.

23.0 CHOICE OF LAW

23.1 This Agreement is to be construed according to the same Laws that govern the Prime Agreement, or, in the absence of such a governing law provision in the Prime Agreement, according to the Laws of the state in which the project site is located, exclusive of its choice of law provisions.

24.0 DISPUTE RESOLUTION

24.1 The parties shall undertake in good faith to settle or compromise all disputes, controversies, or differences that may arise

between them out of the performance of a party and which arise out of or relate to this Agreement (individually, "Dispute" and, collectively, "Disputes") by means of amicable discussions. Except as otherwise expressly required by the Flow-Down Provisions, all Disputes shall be dealt with as follows:

- (i) Any time there is a Dispute, either party may send a written notice to the other party setting forth a detailed description of the Dispute ("Notice of Dispute"). If the Dispute is not resolved during the first fourteen (14) days following receipt of the Notice of Dispute, either party may seek to have the Dispute resolved by non-binding mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. Promptly upon selection of a mediator, the parties shall provide the mediator with copies of the Notice of Dispute, all related, relevant documents and a statement of their respective positions and shall request that the mediator meet with the parties within twenty (20) days of such selection to consider and propose a resolution or a procedure for reaching a resolution.
- (ii) If the parties have not resolved the Dispute or have not agreed in a writing signed by an officer of both parties to resolve the Dispute by binding arbitration, either party, after sixty (60) days following receipt of the Notice of Dispute (regardless of whether any mediation process has occurred or is ongoing or concluded), may seek a resolution in any state or federal court that has jurisdiction over the parties and the subject matter of the Dispute ("Court"). Either party may apply to a Court for an order, if necessary, granting preliminary relief to maintain the status quo, to avoid irreparable injury, or to obtain other emergency relief at any time during the process described above. Despite such application, the parties will continue to participate in good faith in the procedures specified in this Section 24.1.

24.2 The procedures specified in this Article 24.0 shall be the sole and exclusive procedures for the resolution of Disputes. TO THE EXTENT NOT PROHIBITED BY LAW, THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT.

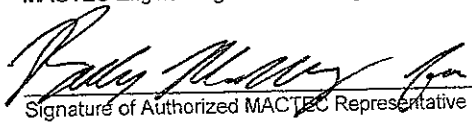
25.0 ENTIRE AGREEMENT

25.1 This Agreement, the drawings and specifications provided by MACTEC to SUBCONSULTANT, all Exhibits and the Work Orders represent the entire agreement of the parties, supersede all prior or contemporaneous communications, representations, agreements or understandings, whether written or oral, relating to the subject matter of this Agreement, including any and all terms and conditions which are set forth, by attachment, reference or otherwise, in SUBCONSULTANT's proposal which hereby are superseded. This Agreement may be amended only by a written instrument executed by both parties which specifically refers to, and states that it amends, this Agreement. Any additional or different terms or conditions that may appear in any communication from, or form used by, SUBCONSULTANT (e.g. chain of custody form) with respect to the Services shall be of no effect and shall not amend this Agreement, even if signed by MACTEC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written.

MACTEC

MACTEC Engineering and Consulting, Inc.


Signature of Authorized MACTEC Representative

Shirley A. Blumenberg
Printed Name

Senior Subcontract Administrator
Title

SUBCONSULTANT

Peklay Surveying Co., Ltd.


Signature of Authorized Subconsultant Representative

Edward Peklay
Printed Name

president
Title