

## **AGREEMENT #15168 FOR ENGINEERING SERVICES**

This AGREEMENT is entered into by and between Lake County (County) and Applied Technologies, Inc., 468 Park Avenue, Lake Villa, Illinois 60046 (hereafter "Engineer").

### **RECITALS**

WHEREAS, Lake County is seeking an Engineer to provide Engineering services for

PW#2014.098 Wilson Rd and Rollins Rd Sewer and Structure Rehabilitation as described in Attachment A; and

WHEREAS, the Engineer is a professional provider of Engineering services; and

**NOW, THEREFORE, Lake County and the Engineer AGREE AS FOLLOWS:**

### **SECTION 1. AGREEMENT DOCUMENTS**

This AGREEMENT constitutes the entire agreement between the County and the Engineer.

### **SECTION 2. SCOPE OF SERVICES**

The Engineer shall provide engineering services described in Attachment A

### **SECTION 3. DURATION**

The works shall be completed within 180 days after execution of this Agreement.

### **SECTION 4. INDEMNIFICATION**

The Engineer agrees to indemnify, save harmless and defend the County, their agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of Engineer's negligent acts in connection with the services covered by this Agreement. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the County, their agents, servants, or employees or any other person indemnified hereunder.

### **SECTION 5. INSURANCE**

The Engineer must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois and provide the County with evidence of insurance. Insurance in the following types and amounts is necessary:

- **Worker's Compensation Insurance** covering all liability of the Engineer arising under the Worker's Compensation Act and Worker's Occupational Disease Act at statutory limits.

- **Professional Liability** to include, but not be limited to, coverage for Errors and Omissions to respond to claims for loss there from.
  - **General Aggregate Limit** \$3,000,000
  - **Each Occurrence Limit** \$1,000,000
- **Automobile Liability:**
  - **Bodily Injury, Property Damage (Each Occurrence Limit) \$1,000,000**

Engineer agrees that with respect to the above required Automobile Liability insurance, Lake County shall:

- Be named as additional insured by endorsement to the extent of the negligence of the Engineer;
- Be provided with thirty (30) days notice, in writing, of cancellation of material change;
- Be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration of cancellation of any such policies. Forward Notices and Certificates of Insurance to: Lake County Central Services, 18 N. County St, Waukegan, IL 60085-4350.

**SECTION 6. AGREEMENT PRICE**

Lake County will pay to the Engineer the amount not to exceed \$ 116,500<sup>00</sup>.

**SECTION 7. INVOICES & PAYMENT**

Invoices may be submitted for work performed on a monthly basis based upon the percent of work completed in the amount not-to-exceed in Section 6. Submit invoice(s) detailing the services provided. Payments shall be made in accordance with the Local Government Prompt Payment Act.

Engineer will address Invoices to:

Lake County Department of Public Works  
 650 Winchester Road  
 Libertyville, IL 60048-1391  
 Attn: Heather L. Galan, P.E.

County will make Payments to:

Applied Technologies, Inc.  
 468 Park Avenue  
 Lake Villa, Illinois 60046

## **SECTION 8. STATEMENT OF OWNERSHIP**

The drawings, specifications and other documents prepared by the Engineer for this Project are the property of the County, and Engineer may not use the drawings and specifications for any purpose not relating to the Project without the County's consent, except for the Engineer's services related to this Project. All such documents shall be the property of the County who may use them without Engineer's permission for any current or future Lake County project; provided, however, any use except for the specific purpose intended by this Agreement will be at the County's sole risk and without liability or legal exposure to the Engineer.

The Engineer shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the services shall remain the property of the Engineer.

## **SECTION 9. TERMINATION**

The County reserves the right to terminate this Agreement, or any part of this Agreement, upon thirty(30) days written notice. In case of such termination, the Engineer shall be entitled to receive payment from the County for work completed to date in accordance with terms and conditions of this Agreement. In the event that this Agreement is terminated due to Engineer's default, the County shall be entitled to contract for consulting services elsewhere and charge the Engineer with any or all losses incurred, including attorney's fees and expenses.

## **SECTION 10. JURISDICTION, VENUE, CHOICE OF LAW**

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19<sup>th</sup> Judicial Circuit Court, State of Illinois.

## **SECTION 11. INDEPENDENT CONTRACTOR**

The Engineer is an independent contractor and no employee or agent of the Engineer shall be deemed for any reason to be an employee or agent of the County.

## **SECTION 12. WARRANTS**

The Engineer represents and warrants to the County that none of the work included in this contract will in any way infringe upon the property rights of others. The Engineer shall defend all suits or claims for Engineer's infringement of any patent, copyright or trademark rights and shall hold the County harmless from loss on account thereof.

## **SECTION 13. ASSIGNMENT**

Neither the Engineer nor the County shall assign any duties of performance under this Agreement without the express prior written consent of the other.

## **SECTION 14. MODIFICATION**

This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

**SECTION 15. DISPUTE RESOLUTION**

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 9 of the Lake County Purchasing Ordinance.

**SECTION 16. NO IMPLIED WAIVERS**

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

**SECTION 17. SEVERABILITY**

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

**SECTION 18. CHANGE IN STATUS**

The Engineer shall notify the County promptly of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The County shall have the option to terminate this Agreement with the Engineer immediately on written notice based on any such change in status.

**SECTION 19. DELIVERABLES**

The Engineer shall provide deliverables as identified in Attachment A.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Lake County:

Applied Technologies, Inc.:

\_\_\_\_\_  
RuthAnne Hall  
Purchasing Agent  
Lake County

  
\_\_\_\_\_  
Francis X. Tiefert  
Vice President

Date: \_\_\_\_\_

Date: May 29, 2015



Applied Technologies, Inc.  
468 Park Avenue  
Lake Villa, Illinois 60046  
Fax 847-265-7327  
Telephone 847-265-7325  
www.ati-ae.com

April 21, 2015



Mrs. Heather L. Galan, P.E.  
Lake County Public Works Department  
650 West Winchester Road  
Libertyville, Illinois 60048-1391

Subject: Proposal for Engineering Services  
Wilson Road and Rollins Road 42-inch Sewer Rehabilitation

Dear Heather:

Applied Technologies, Inc. (ATI) is pleased to submit this proposal to provide engineering services to the Lake County Public Works Department (LCPWD) for gravity sewer rehabilitation. The project includes the 42-inch gravity sewer on Wilson Road and Rollins Road, all related manholes, and two sewer chambers. The following sections include a project description, scope of work, and engineering budget.

## PROJECT DESCRIPTION

The LCPWD owns and operates the 42-inch gravity sewer on Wilson Road and Rollins Road. The sewer includes a number of manholes and two special chambers. The first chamber, known as "Drop Chamber #72AA29," is located in the intersection of Wilson Road and Rollins Road. The second chamber, called "Box Chamber #72AA30," is located on Rollins Road east of the intersection with Wilson Road.



Rollins Road and Wilson Road  
from the southeast corner

These sewers and structures receive wastewater from the Round Lake communities and the Lakes Region sanitary sewer system. This system transports approximately 4 million gallons per day of wastewater on an average day, and substantially more during peak



Mrs. Heather L. Galan, P.E.

April 21, 2015

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events. The final destination for the wastewater is the Fox Lake Northwest Regional Water Reclamation Facility, located west of this sewer. This sewer is a non-redundant component of the wastewater collection system; immediate repairs would be necessary if there were a failure in the system.

## **Sewer Issues**

This system was constructed in 1979 and has been in continuous service for 36 years. The sewers are constructed of precast concrete pipe reinforced with wire mesh. The manholes are made of precast concrete or cast-in-place reinforced concrete. Approximately 2,300 feet of the 42-inch sewer exhibits signs of deterioration, with significant loss of concrete at the crown of the sewers.

The deterioration of the concrete sewer system is consistent with typical hydrogen sulfide damage from microbiologically induced corrosion (MIC). The 30-inch force main upstream of the 42-inch gravity sewer has the characteristic septic conditions that can promote MIC.

The project objective is to design a cost-effective rehabilitation system for the 42-inch sewer, manholes and structures. The manholes will be rehabilitated by means of a spray applied or manually applied lining system, using a cementitious or polyurethane based material. A number of sewer rehabilitation alternatives are available for consideration:

- Cured in Place Pipe (CIPP): A resin saturated tube made of polyester, fiberglass, or other material is inserted into the deteriorated pipe section. The tube is pressed into place using water or air pressure and then cured using hot water, steam, or UV light. The liner bonds with the host pipe, forming a pipe within a pipe.
- Slip Lining: A new, smaller diameter pipe is inserted into inside the existing pipe.
- Spray Lining: A cementitious or polyurethane based proprietary blend of material is sprayed onto the existing pipe wall to replace lost material, renew pipe strength, and provide a new interior surface.

## **Drop Chamber #72AA29**

Drop Chamber #72AA29 is constructed of cast-in-place reinforced concrete. The chamber includes a drop area where flows from an 8-inch pipe and a 24-inch pipe are discharged into the upper portion of the chamber and free fall about 18 feet to the bottom of the chamber. The bottom of the chamber is offset to the side of an elbow in the 42-inch

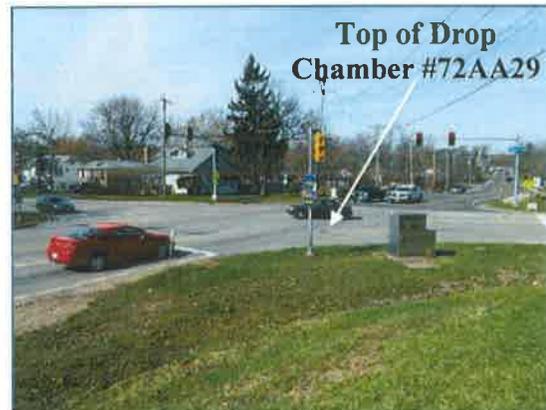


gravity sewer. Access to the 42-inch sewer is nearly impossible through this drop chamber, and no other access is provided to the 42-inch elbow. The drop chamber is showing signs of concrete deterioration similar to the 42-inch sewer.

At a minimum, the drop chamber can be coated using a spray lining system to restore the existing chamber walls. Alternatively, the chamber can be improved by adding drop pipes for the 8-inch and 24-inch pipes inside the existing chamber. Then the existing walls can be restored or a manhole chimney structure can be added inside the existing space for access to the bottom of the drop chamber. These improvements are illustrated in Figure 1.

The drop chamber can also be upgraded to provide conventional access to the 42-inch pipe elbow. The elbow is actually a reinforced concrete box-like structure with a formed concrete bench in the shape of the bottom half of a 42-inch pipe. The box includes a reinforced top that is about 20 feet below grade. A new manhole can be constructed over this box, and the top of the box can be cut away to provide access to the elbow. This improvement is also shown on Figure 1 on the following page.

Considering the location of the drop structure in the roadway intersection, construction methods that minimize the extent of the excavation will need to be considered. Shaft construction techniques could be used, employing sheeting and shoring to support the ground. Also, a caisson construction method could be considered, wherein the excavation is only large enough for the manhole sections, and the manhole sections are installed and lowered as the excavation advances.

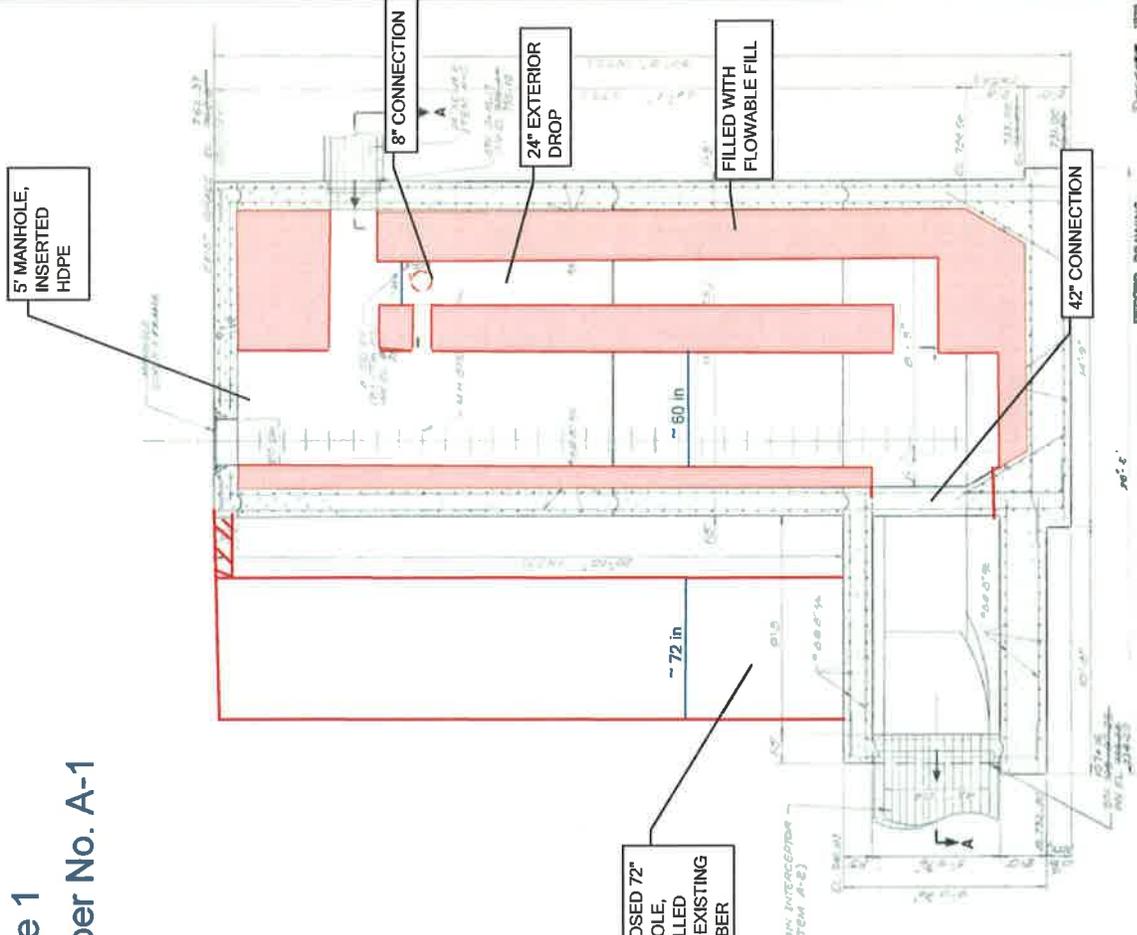


Rollins Road and Wilson Road  
from the northeast corner

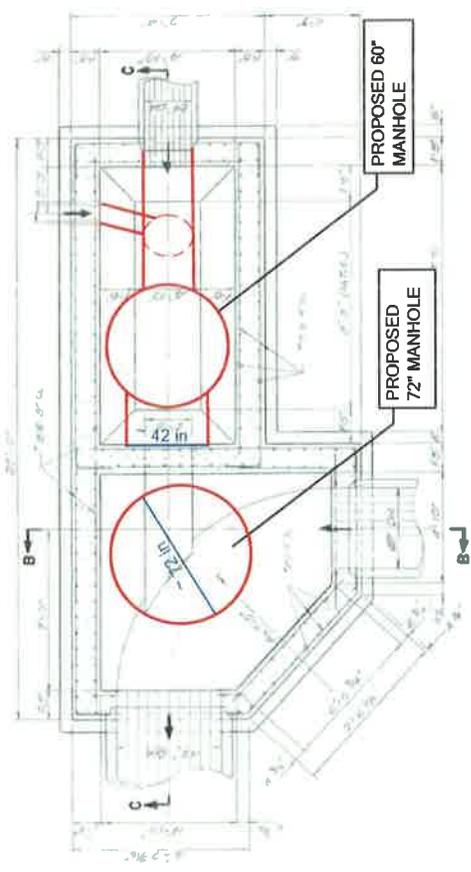
### **Box Chamber #72AA30**

Box Chamber #72AA30 is also constructed of cast-in-place reinforced concrete. The chamber exhibits deterioration similar to that of the sewers. This chamber is the discharge point for a force main from the Rollins Road Pump Station. This structure is essentially a manhole constructed in a rectangular pattern instead of the more common circular shape. The discharge point is in the upper part of the chamber and the outlet sanitary sewer is at the bottom of the chamber. The wastewater free falls about 11 feet from the force main discharge to the gravity sewer. The picture on Page 4 illustrates this arrangement.

Figure 1  
Drop Chamber No. A-1



PROPOSED 72" MANHOLE, INSTALLED OVER EXISTING CHAMBER



RECORD DRAWING  
 CONTRACTOR: *Chapman & Associates*  
 ENGINEER: *Chapman & Associates*

SECTION C-C

LAKE COUNTY, ILLINOIS  
 PUBLIC WORKS DEPARTMENT  
 NORTHWEST REGIONAL SEWER AREA PROJECT

SECTIONAL PLAN A-A

APPROVED: *L. A. Crivello*

BAUER ENGINEERING, INC.  
 CHICAGO, ILLINOIS

MAIN INTERCEPTOR (ITEM A-2)

5' MANHOLE, INSERTED HDPE

24" EXTERIOR DROP

FILLED WITH FLOWABLE FILL

8" CONNECTION

42" CONNECTION

PROPOSED 72" MANHOLE, INSTALLED OVER EXISTING CHAMBER

PROPOSED 60" MANHOLE

PROPOSED 72" MANHOLE

72 in

60 in

42 in

SECTION C-C

DRIVER A

MAIN INTERCEPTOR

DROP CHAMBER NO. A-1

ROLLERS ROAD & WILSON ROAD

PROJECT NO. 08006

SHEET 11 OF 16



This picture also illustrates the extent of the corrosion in the structure. Improvements will include spray lining to restore the interior surfaces and the addition of an inside drop pipe to eliminate the wastewater free fall.

## Wastewater Flow Management

Efficient management of the system flows will be critical to the success of this project. Most of the flow into the system is from the East Main Street Pump Station and related force main. The flow to the pump station can be temporarily diverted to storage lagoons. Remaining flows into the system from the Lakes Region and the Rollins Road Pump Station can be diverted to other sewers, bypass pumped, or temporarily stored in the sewer system by stopping pumps or plugging sewers. Careful determination of available storage volumes and actual flow rates will be needed to determine the length of time that the sewer can be out of service for rehabilitation. The available repair time will be one of the criteria for selecting the pipeline rehabilitation method.



Interior of  
Box Chamber #72AA30

It is anticipated that shutdowns of the East Main Street Pump Station could last for at least 24 hours each time, possibly as long as three days. Following a shutdown, the system, including the 42-inch sewer, will need to be in service long enough to empty the storage lagoons and convey new flow before the next shutdown can occur. Thus, shutdowns would probably be limited to once per week. The shutdown periods will also be limited by weather conditions, as flows increase significantly during wet weather. These limitations will require careful construction planning.



## SCOPE OF WORK

The proposed scope of services for this project includes the study and design of methods to repair the 42-inch sewer, manholes and special chambers, and includes the following specific tasks:

### Planning Services

1. Visit the project site and review the existing plans, data and reports available from LCPWD.
2. Conduct a brainstorming meeting with LCPWD personnel.
  - a. Discuss multiple methods of rehabilitating the existing 42-sewer, manholes and special chambers.
  - b. Discuss methods of managing wastewater flows to facilitate construction, including flow diversion to storage lagoons, diversion of small flows to other sewers, bypass pumping, and in-line storage. Determine allowable shutdown time for all connected sewers.
3. In coordination with LCPWD personnel, select two viable alternatives for further consideration and develop a basis of design for each.
4. Prepare a cost estimate for the two alternatives and evaluate the non-monetary advantages and disadvantages of each. Recommend a preferred alternative to the LCPWD.
5. Prepare a draft technical memorandum, including descriptions and costs of the various alternatives. Submit 3 copies of the draft technical memorandum to LCPWD for review. Meet with LCPWD personnel to review the draft technical memorandum and obtain comments.
6. Prepare a final technical memorandum, including revisions based on comments from LCPWD. Submit 10 copies of the final technical memorandum to LCPWD.

### Design Services

1. Obtain field information in the project area.
  - a. Coordinate and furnish topographic survey services to obtain the field information necessary to prepare Contract Documents for the project. Provide utility locator services in areas proposed for excavations.



- b. Coordinate and furnish geotechnical services for soil characteristics in the area of Drop Chamber #72AA29.
2. Coordinate with the Lake County Department of Transportation (LCDOT) regarding requirements for construction in the LCDOT Right-of-Ways. Assist the LCPWD in negotiating permits and Maintenance of Traffic requirements with the LCDOT.
3. Prepare drawings and specifications for incorporation into Contract Documents. Contract Documents shall be submitted to LCPWD for review at the 50% and 90% completion points. The drawings will show the general scope, extent and character of the work to be furnished and performed by a Contractor. A preliminary drawing list is shown in Figure 2 on the following page. The specifications will be prepared in conformance with the sixteen-division format of the Construction Specifications Institute. The design work is to be based on a single prime construction contract.
4. Prepare the following for review and approval by LCPWD, its legal counsel and other advisors. All of these documents shall be consistent with the forms and pertinent guide sheets prepared by the Engineers Joint Contract Documents Committee.
  - a. Contract agreement forms
  - b. General conditions
  - c. Supplementary conditions
  - d. Bid forms
  - e. Invitations to bid and instructions to bidders
5. Furnish 5 copies of the Contract Documents for review and approval by LCPWD and to obtain project approval by government agencies having jurisdiction.
6. Assist LCPWD in processing the Contract Documents with the appropriate regulatory agencies. LCPWD shall pay the costs for all permits and inspection fees.
7. Prepare an opinion of probable construction cost at the 50% and 90% completion points.
8. Meet with LCPWD to present a summary of the project and the estimated construction cost at the 50% and 90% completion points.
9. Incorporate LCPWD comments into the Contract Documents and provide 100% complete documents ready for construction bidding.

**Figure 2  
Preliminary Drawing List**

Sheet No.	Drawing No.	Drawing Title
<b>GROUP 10 – GENERAL</b>		
1	10-G-1	Title Sheet/Index to Drawings/Project Location
2	10-G-2	Abreviations and Detail Legend
3	10-G-3	Civil Legend
4	10-G-4	General Notes
5	10-G-5	Quantities
<b>GROUP 20 – SEWER REHABILITATION</b>		
6	20-C-1	Plan and Profile - Wilson Road No. 1
7	20-C-2	Plan and Profile - Wilson Road No. 2
8	20-C-3	Plan and Profile - Rollins Road No. 1
9	20-C-4	Plan and Profile - Rollins Road No. 2
10	20-C-5	CIPP Installation Details
11	20-C-6	Manhole Details
12	20-C-7	Drop Chamber Rehabilitation Plan and Section
13	20-C-8	Drop Chamber Rehabilitation Details
14	20-C-9	Box Chamber Rehabilitation Plan, Section and Details
15	20-C-10	Erosion Control Plan
16	20-C-11	Erosion Control Notes and Details
17	20-C-12	Civil Standard Details
18	20-C-13	Civil Standard Details
<b>GROUP 30 – TRAFFIC CONTROL</b>		
19	30-T-1	Traffic Control Detour Route
20	30-T-2	Traffic Control Plans
21	30-T-3	Traffic Control Plans
22	30-T-4	Traffic Control Details
23	30-T-5	Traffic Control Details
24	30-T-6	Traffic Control Details
25	30-T-7	Traffic Control Details
26	30-T-8	Traffic Control Details
27	30-T-9	Traffic Control Details
28	30-T-10	Traffic Control Details
29	30-T-11	Traffic Control Details
30	30-T-12	Traffic Control Details
31	30-T-13	Traffic Control Details



## Construction Related Services

Construction related services, which may include bidding, contract administration, and construction inspection, will be discussed following the design services. The scope of services for construction related services will be incorporated into the Agreement by Addendum.

## ENGINEERING BUDGET

We propose an engineering budget of \$116,500 for the Wilson Road and Rollins Road 42-inch Sewer Rehabilitation project, as detailed in Table 1. We propose to bill you monthly based upon personnel time spent on the project and our standard hourly rates plus expenses. Sub-consultant expenses will be billed at costs for the services provided. We anticipate completion of the engineering planning and design services within six months of your notice to proceed.

Table 1 Engineering Budget	
Service	Cost
<b>Applied Technologies, Inc.</b>	
Planning Services	\$9,800
Design Engineering	\$75,000
<b>Surveying</b>	
Topographic Survey and Benchmarks	\$12,000
Utility Locator Services	\$7,000
Traffic Control	\$4,000
<b>Geotechnical Investigation</b>	
Geotechnical Services	\$3,700
Traffic Control	\$4,000
LCDOT Permit	\$1,000
<b>Total</b>	<b>\$116,500</b>



Mrs. Heather L. Galan, P.E.  
April 21, 2015  
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Please contact either of us with any questions regarding this proposal at (847) 265-7325. We value our partnership with the Lake County Public Works Department and thank you for the opportunity to continue to be of service.

Best regards,  
Applied Technologies, Inc.

James J. Smith, P.E.  
President

Frank Tiefert, P.E.  
Vice President

**Lake County Public Works Department**  
***Wilson Road and Rollins Road 42-inch Sewer Rehabilitation***

Accepted by:

Owner: \_\_\_\_\_  
By (Signed): \_\_\_\_\_  
By (Print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## GENERAL PROVISIONS

### 1. Scope of Services and Time Limit

The Proposal or Agreement for Professional Services, hereinafter both called the Agreement, is valid for a period of 60 days. Signing of the Agreement by the Client shall be considered as authorization for Applied Technologies, Inc. (ATI) to proceed with the Scope of Services. If acceptance is not received within 60 days, ATI reserves the right to revise the Scope of Services, Compensation, schedule, and personnel commitments.

### 2. Compensation

Compensation for the Scope of Services shall be as indicated in the Agreement, including any rate schedule or other attachments. All time spent on the Project by professional, technical, and clerical personnel will be invoiced. Unless otherwise stated, any compensation or fee estimate is considered a budget estimate only, and is not a lump-sum fee. If it becomes apparent to ATI that the total amount of compensation will exceed the budget estimate, ATI will notify the Client. Promptly thereafter, the Client and ATI shall review the matter of compensation and either the budget estimate or the remaining Scope of Services shall be revised. Rate schedules are adjusted on January 1st of each calendar year.

### 3. Additional Services

Additional compensation shall be negotiated between the Client and ATI for Additional Services beyond the Scope of Services. Unless otherwise noted, these Additional Services will include, but not be limited to: investigating the condition of existing facilities; verifying the accuracy of drawings or information furnished by the Client; surveying and preparation of easements and right-of-way descriptions, redesign after approval of preliminary phase documents; preparation of alternative designs; bid protests; redesign and rebidding; Client-requested change orders involving redesign; restaking of construction stakes; and delays beyond the control of ATI.

### 4. Payments to ATI

Progress invoices will be issued monthly by ATI for all services performed under the Agreement. Invoices are due and payable on receipt. Interest at the rate of 1% per month will be charged on all past due amounts.

### 5. Professional Standards

ATI shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work and time in the Client's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. Professional services are not subject to, and ATI can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by the Client are specifically objected to.

### 6. Opinions of Cost

Since ATI has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the opinions of probable Total Project Costs and Construction Cost are made on the basis of ATI's experience and qualifications and represent ATI's professional judgment. ATI does not guarantee that proposals, bids or actual Total Project Costs or Construction Costs will not vary from the opinions of probable cost prepared by ATI. If prior to bidding, the Client wishes greater assurance as to Total Project or Construction Costs, the Client shall employ an independent cost estimator. ATI's services to modify the Contract Documents to bring the Construction Cost within any limitation established by Client will be considered Additional Services.

### 7. Construction Observation

During construction observation ATI shall not supervise, direct, or have control over the Contractor's work or responsibility for the means, methods, techniques, sequences, or procedures of construction, nor for construction safety precautions and programs. ATI shall not be responsible for any failure of the Contractor to comply with applicable laws, rules, regulations, ordinances, or codes. ATI can neither guarantee the performance of the construction contract by the Contractor nor assume responsibility for the Contractor's failure to furnish and perform work in accordance with the Contract Documents.

### 8. Insurance

ATI shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use.

### 9. Indemnification

ATI agrees to indemnify Client from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of ATI in connection with the project. Client agrees to indemnify ATI from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of Client, Client's employees, or agents in connection with the project.

If the negligence or willful misconduct of both ATI and Client (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between ATI and Client in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such proportion.

### 10. Limitation of Liability

The Client agrees to limit any and all liability or claim for damages, cost of defense, or expenses levied against ATI to a sum not to exceed \$50,000 or the amount of total compensation under this Agreement, whichever is less, on account of any design defect, error, omission, or professional negligence.

### 11. Reuse of Documents

Any reuse of documents including reports, drawings, specifications, Contract Documents and other deliverables furnished by ATI, whether in hard copy or electronic form, under this Agreement without specific written verification or adaption by ATI will be at the Client's sole risk and without liability or legal exposure to ATI. Any such reuse, verification or adaption will entitle ATI to further compensation at rates agreed upon by the Client and ATI.

### 12. Termination

Either the Client or ATI may terminate the Agreement by giving 30 days written notice to the other party. In such an event, the Client shall pay ATI in full for all work previously authorized and performed prior to the effective date of termination. All relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

### 13. Dispute Resolution

In the event of a dispute arising under this Agreement, the Client and ATI shall attempt to settle the dispute by discussion between the Client's and ATI's management. If any dispute cannot be resolved in this manner, in a reasonable length of time, the Client and ATI agree to attempt non-binding mediation or other alternative dispute resolution prior to filing any legal proceedings. In the event actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

### 14. Controlling Law and Severability

This Agreement is to be governed by the law of the principal place of business of ATI. If any provisions, paragraph, word, section, or subsection of this Agreement is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and subsections shall not be affected and shall continue in full force and effect.

### 15. Entire Agreement

This Agreement represents the entire agreement between the Client and ATI. No other terms, conditions, promises, understandings, statements, or representations, express or implied, covered in the subject matter of this Agreement exist or have been made. This Agreement cancels and supersedes all previous agreements, proposals and understandings, if any, written or oral, between the parties relating to the subject matter of this Agreement.

