



## Fee

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Our fee for the above scope is a lump sum of \$35,750.

This agreement is valid for 90 days from the date of this proposal.

## Terms & Conditions

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Refer to attached Standard Terms & Conditions document.

## Acceptance

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If this proposal is acceptable, please sign one copy and return to us. Feel free to contact me if you have any questions.

Sincerely,

CONCENTRIC INTEGRATION, LLC

Michael D. Klein, PE  
Vice President of Operations  
MDK

Christopher T. Sosnowski, PE  
President  
CTS

ACCEPTED BY:

VILLAGE OF PALOS PARK

TITLE:

MAYOR

DATE:

3/11/2019

Above signature implies acceptance of the attached **STANDARD TERMS & CONDITIONS**



## Standard Terms & Conditions

- The submitted proposal and these Standard Terms & Conditions constitute and are herein referred to as the Agreement.
- Concentric Integration, LLC is herein referred to as Concentric, and the party with whom Concentric is entering into this Agreement with is herein referred to as Owner.
- Concentric may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by the Owner upon receipt of Concentric's invoice for services. Payments to Concentric after sixty (60) consecutive calendar days from the date of Concentric's invoice for services shall include an additional late payment charge computed Owner an annual rate of twelve percent (12%) from date of Concentric's invoice; and Concentric may, after giving seven (7) days written notice to the Owner, suspend services under this Agreement until Concentric has been paid in full all amounts due for services, expenses, and late payment charges.
- This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfil its obligations under this Agreement through no fault of the terminating party; or the Owner may terminate this Agreement, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party: (1) not less than ten (10) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, Concentric shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the Owner shall receive reproducible copies of Drawings, Custom Developed Applications and other documents completed by Concentric.
- Concentric agrees to hold harmless and indemnify the Owner and each of its officers, agents and employees from any and all liability claims, losses, or damages; to the extent that such claims, losses, or damages are caused by Concentric's negligence in the performance of the services under this Agreement, but not including liability that may be due to the sole negligence of the Owner or other consultants, contractors or subcontractors working for the Owner, or their officers, agents and employees. In the event claims, losses, or damages are caused by the joint or concurrent negligence of Concentric and the Owner they shall be borne by each party in proportion to its negligence.
- The Owner acknowledges that Concentric is a Limited Liability Company and not a Professional Service Corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees.
- The Owner and Concentric agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employee.
- For the duration of the project, Concentric shall procure and maintain insurance for protection from claims under worker's 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 resulting therefrom, alleged to arise from Concentric's negligence in the performance of services under this Agreement. The Owner shall be named as an additional insured on Concentric's general liability insurance policy. The limits of liability for the insurance required by this Subsection are as follows:

Workers Compensation:	Statutory Limits	Excess Umbrella Liability:	\$5,000,000 per claim and aggregate
General Liability:	\$1,000,000 per claim / \$2,000,000 aggregate	Professional Liability:	\$5,000,000 per claim
Automobile Liability:	\$1,000,000 combined single limit		\$5,000,000 aggregate
- Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Concentric and their owners, officers, directors, employees, agents, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty expressed or implied of Concentric or their officers, directors, employees, agents or any of them, hereafter referred to as the "Owner's Claims", shall not exceed the total insurance proceeds available to pay on behalf of or to Concentric by their insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Concentric's insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal.
- Concentric is responsible for the quality, technical accuracy, timely completion, and coordination of all Designs, Drawings, Custom Developed Applications and other services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly situated professionals.
- The Owner may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by Concentric. If such changes cause an increase or decrease in Concentric's fee or time required for performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. No service for which an additional compensation will be charged by Concentric shall be furnished without the written authorization of the Owner.
- All Drawings, Custom Developed Applications, and other documents prepared or furnished by Concentric pursuant to this Agreement are instruments of service in respect to the project, and Concentric shall retain the right of reuse of said documents and electronic media by and at the discretion of Concentric whether or not the project is completed. Electronic copies of Concentric's documents for information and reference in connection with the use and occupancy of the project by the Owner and others shall be delivered to and become the property of the Owner; however, Concentric's documents are not intended or represented to be suitable for reuse by the Owner or others on additions or extensions of the project, or on any other project. Any such reuse without verification or adaptation by Concentric for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to Concentric, and the Owner shall indemnify and hold harmless Concentric from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
- Concentric warrants that the services provided for under this Agreement will be completed in a good and workmanlike manner in accordance with applicable codes, ordinances, regulations or other legal Owner. For a period of one (1) year after the Owner receives beneficial use of the installation, Concentric will provide a limited warranty to the Owner for any defect due to improper materials or workmanship supplied by Concentric. Any such warranty provided to Owner shall be provided by Concentric without expense to the Owner for the one (1) year period described herein. CONCENTRIC'S WARRANTY IS A LIMITED WARRANTY FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF BENEFICIAL USE OF THE INSTALLATION. This warranty is limited to only defects in material and workmanship on products purchased and fully installed by Concentric and excludes defects caused by improper use, abuse, accident, acts-of-God (including but not limited to lightning), alteration, or other conditions beyond Concentric's control, as determined by Concentric, and all manufacturer's products or workmanship as covered by their respective warranties. For manufacturer's products or workmanship, Concentric will deliver to Owner all manufacturer's warranties of products. IN CONSIDERATION OF THE LIMITED WARRANTY CONTAINED HEREIN THE OWNER AGREES AND ACKNOWLEDGES THAT SUCH WARRANTY REPLACES ALL OTHER WARRANTIES EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Concentric's warranty is limited to repair or replacement of a defective product without cost to the Owner. OWNER WAIVES ALL CLAIMS TO INCIDENTAL OR CONSEQUENTIAL DAMAGES. This limited warranty extends only to the Owner and not to subsequent buyers/owners. Owner must give written notice of a defect within the one (1) year warranty period described above. In the event of any dispute between the Owner and Concentric, such dispute shall be resolved in accordance with these Standard Terms & Conditions and this Agreement.
- Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.
- This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.