



To: Board of Library Trustees

From: Anthony Auston, Director

Date: Tuesday, March 18, 2025

Re: Consulting Proposal: Midwest Environmental Consulting Services Asbestos Abatement Project

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## Overview

Wilmette Public Library has seen multiple additions and renovations over the years, and over that time Asbestos Containing Materials (ACM) were installed as was customary in the mid-20<sup>th</sup> century and were subsequently professionally removed and/or abated in more recent times. Concurrent with the last substantial interior renovation of the library facility in 2015-16, the library retained an environmental consultant to identify and assess all remaining installed ACM in the library. A comprehensive report inventoried ACM locations, quantities, and accessibility. None of the remaining ACM were listed as immediately accessible to the public, however in several instances, if old carpeting were to be removed (and if floor tiles were damaged or removed in the process), some ACM may become exposed and professional removal/abatement will be necessary.

In 2024, as part of the library's strategic plan and in accordance with policy, the library retained an architectural consultant to conduct a space needs assessment and evaluation of eligible spaces for renovation and/or repurposing. While the assessment did not result in an actionable renovation plan due to budgetary considerations, staff remain committed to delivering high-impact/low-cost solutions to meet the current and emerging needs of our community in some of our under-utilized spaces. In support of the space planning's recommendations, staff are currently in the process of right-sizing and aligning the adult non-fiction collections on the south side of the lower level in an effort to vacate and repurpose the northeast corner of the lower level (also known as the 900s room).

The 900s room is approximately 3,000 square feet and remains the oldest un-renovated space the building. The broadloom carpeting in the 900s room has exceeded its service life and is deteriorating. Complicating the matter of replacing the carpeting, it was originally installed/cut around the shelving fixtures that are slated for removal/repurposing. When those shelving fixtures are removed, the bare ACM tile will be exposed in those locations, leaving large gaps in the old carpeting and an unacceptable flooring condition that cannot be patched or otherwise mediated without total replacement. To replace the carpeting, all of the fixtures in the 900s room must be removed/stored first. And when removing the carpeting, the ACM tile and mastic below will be disturbed and will require professional removal/abatement. In other words, in order to make use of the under-utilized 900s room, the library must first remove/abate the asbestos containing materials.

## Solution

The library's construction management team, Shales-McNutt, recommended Midwest Environmental Consulting Services (MEC) to perform the necessary project design, consulting, contractor bidding, project management, and air quality testing.

The attached proposal from MEC outlines the company's approach to our project scope, methodology, and deliverables.

## Estimated Costs and Timeline

Given the scope of work, the project will require competitive bidding and MEC will oversee this process. As such, they can only estimate the contractor fees for the abatement services. That said, the library's timeline is flexible and can fall outside the most competitive/in-demand months of the year for this kind of work (June-August, when major asbestos projects are typically completed in K-12 schools), which should translate to more favorable pricing. Performing the bid process well in advance of the work also secures our contractor, timeline, and expenses and helps us to complete our contingent tasks on schedule. With board approval, MEC would commence the design and bid process immediately.

As stated in the proposal, the scope of work includes abatement of approximately 3,300 SF of asbestos containing floor tile and mastic under the carpeting in the lower level 900s room and adjacent stairs and hallway.

MEC Project Design & Contractor Bidding:	\$ 2,500.00
Estimated Asbestos Abatement Contractor Fees:	\$24,000.00 - \$30,000.00
MEC Asbestos Project Management & Air Quality Testing:	\$10,400.00 - \$13,000.00
Total Estimated Project Cost:	\$36,900.00 - \$45,500.00*

\*Estimated project cost includes eight to ten (8-10) regular shifts on-site. No overtime, weekend or holiday time is included in the project cost, nor is it expected or considered necessary. Additional time or clearances required would be billed accordingly.

We're targeting a September 2025 start/finish. The work is expected to be completed in 8-10 days, and would be performed during regular library business hours and will not require building closure. As the 900s room is isolated and will be empty, the only service affected will be the Friends of the Library bookstore (Books Down Under), which is served by the adjacent hallway. The Friends were notified of this potential project and impact at their March 12 board meeting.

When the abatement project is complete, library staff plan to paint the walls of the 900s room on a time and materials basis, and the floors will then be ready for new carpeting. The library has already secured 2 quotes from reputable flooring contractors, and both came in under \$20,000. As such, the library will be able to choose the best contractor and carpeting options for the project without a bid process.

We expect the total cost of this planned building improvement project to be \$60,000 - \$70,000.

Staff recommends approval to proceed with this Special Reserve Fund plan project as part of the FY25-26 operating budget.

# Midwest Environmental Consulting Services

Friday, February 28, 2025

Proposal #25020235

Wilmette Public Library District  
1242 Wilmette Avenue  
Wilmette, IL 60091

Attention: Marcos Levy, Facilities & Security Manager

Subject: **Budget Proposal for Asbestos Abatement, Project Management & Air Quality Testing for Wilmette Public Library District**  
Project Location: **Wilmette Public Library - Basement**  
**1242 Wilmette Avenue**  
**Wilmette, IL 60091**

Dear Mr. Levy,

Thank you for your continued interest in Midwest Environmental Consulting Services, Inc. (MEC). MEC will complete the following scope of work at the above location. The proposal is as follows:

## Item One – Project Design

- MEC will meet with the client representative and any other parties who will be involved in determining the scope of work and any alternatives.
- Quantify the materials to be abated. Client shall provide Certified As-Built project specific drawings.
- Develop project phasing and timelines.
- Develop AutoCAD drawings showing locations and quantities of materials being removed.
- Containment preparation will be laid out and documented on AutoCAD drawings.
- Develop containment scheme, identify locations, and number of negative air machines, decontamination chambers, and required preparation etc.
- Supply cost estimates to the owner's representative based on base bid and any asbestos alternatives.
- The Project Design will be reviewed by an IDPH Licensed Project Designer.
- Contact qualified contractors to prepare a bid.
- Review all bids and recommend the most qualified bidder based on the scope of work and specification requirements.

**Corporate Headquarters**  
2551 N. Bridge Street  
Yorkville, Illinois 60560  
P: 630-553-3989

**Chicago Office**  
954 W. Washington Blvd.  
Suite 425  
Chicago, Illinois 60607  
P: 312-535-3228

**Peoria Office**  
3100 N. Knoxville Ave.  
Suite 204  
Peoria, Illinois 61603  
P: 309-621-4680



## **Item Two—Asbestos Air Quality Testing and Project Management**

- MEC's Project Manager/ Air Sampling Professional (PM/ASP) will hold a pre-construction meeting prior to the contractor mobilizing to the project site. All interested parties will meet at the project site prior to mobilization and discuss issues regarding the asbestos abatement project.
- MEC PM/ASP will conduct background air monitoring prior to the contractor mobilization to the site.
- Progress air monitoring will be conducted daily for the duration of the abatement work.
- Air samples will be analyzed daily in order to detect any elevated fiber levels. If fiber levels are excessive, the contractor will be notified and requested to adjust his removal procedures.
- Barriers will be checked continuously.
- Conduct clearance air monitoring in each area. Clearance standards will follow current criteria established by EPA for asbestos abatement. Clearance criteria shall be equal to or less than .01 f/per cc. All sample analysis will follow the NIOSH 7400 Method.
- The PM/ASP will maintain daily project logs of all observations made including a description of project activities, smoke testing of barriers, documentation of both post abatement visual inspection of the abatement area and a description of the procedures used during clearance air sampling.
- The PM/ASP will check daily the contractor workers' submittals, including license numbers, medicals and fit test documentation.
- Disposal of waste will be documented.

At the end of the project, MEC will provide a copy of the project log to the client. Included in the project log will be project design drawings showing the scope of work and the location of clearance air sampling completed by MEC's PM/ASP (if applicable). All submittals by the contractor, which include worker submittals, medicals, and fit tests; all notifications, which include local, state, and federal notifications, waste manifest, and the contractor's daily logs will be included in the log. MEC will provide copies of our daily logs and all air monitoring reports completed during the project and final documentation on clearance sampling.

## **Item Two—Estimated Project Cost**

Scope of Work: abatement of approximately 3,300 SF of asbestos containing floor tile and mastic under carpet in the basement and up the stairs in the Wilmette Public Library.

Project Design & Contractor Bidding:	\$ 2,500.00
Estimated Asbestos Abatement Contractor Fees:	\$24,000.00 - \$30,000.00
Asbestos Project Management & Air Quality Testing:	\$10,400.00 - \$13,000.00
 Total Estimated Project Cost:	 \$36,900.00 - \$45,500.00*

\*Estimated project cost includes eight to ten (8-10) regular shifts on-site. No overtime, weekend or holiday time is included in the project cost. Additional time or clearances required will be billed accordingly.

*Wilmette Public Library District will have a separate contract with the abatement contractor and be billed directly.*

Midwest Environmental Consulting Services, Inc., will provide an electronic copy of the final report. Hard copy reports will only be provided if requested by the Client.

**Payment Method**

Midwest Environmental Consulting Services, Inc.'s preferred method of receiving payment is via our QuickBooks Payment platform. You are able to pay with ACH or with credit card using this platform. Our invoices will include a link that will allow you to access this platform and process your payment in a safe and secure manner. Once your signed proposal is received, a simple start up packet will be forwarded to you.

If you have any additional questions, please feel free to contact me at 630-553-3989.

Best Regards,  
Midwest Environmental Consulting Services, Inc.

*Barb Ward*

Barb Ward  
Vice President of Client Relations

By executing below, Client accepts and agrees to the proposal and attached Professional Services Agreement.

\_\_\_\_\_  
Name of Organization (Client)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Person & Title

\_\_\_\_\_  
P.O. Number

\_\_\_\_\_  
Printed Name and Title

#25020235  
Proposal Number

Terms: 30 days



## PROFESSIONAL SERVICES AGREEMENT

In consideration of the mutual covenants and agreements set forth in this Professional Services Agreement (Agreement), Midwest Environmental Consulting Services, Inc. (MEC), and Client agree as follows:

1. SERVICES. MEC agrees to perform the professional engineering, consulting, training and other services described in Proposal No: 25020235 dated 2/28/2025 (the Proposal), and all modifications and amendments thereto, including any special qualifications, conditions, and/or limitations, are incorporated into this Agreement by reference and are subject to the terms of this Agreement. This Agreement and the Proposal may be modified only in writing signed by MEC and the Client.
2. FEES FOR SERVICES. Client shall pay MEC the full amount of the cost quoted for services in the Proposal. Any price designated in the Proposal as an estimate cost shall not constitute a quotation of a single price but shall be for estimated or budgeting purposes only. In the event that the Proposal quotes a price on a time and material basis rather than on a single lump sum price basis, Client shall pay MEC for services in accordance with the provisions of the Standard Rate Schedule attached to the Proposal and made part of this Agreement.

Payment is due within thirty (30) days of invoice submittal by MEC to Client. MEC will submit invoices to Client upon completion of services, or upon completion of individual phases of the project services of the Proposal as set forth therein. A late service charge of 12% per month, or the highest rate allowed by applicable law, whichever is lower, will be added to all amounts outstanding more than thirty (30) days after invoice. Client agrees to pay all applicable taxes.

3. PROFESSIONAL STANDARDS AND WARRANTY. MEC will exercise reasonable skill and judgment and will perform its services under this Agreement in accordance with generally prevailing professional standards existing in the locale and at the time where and when the services were performed. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED.
4. CONFIDENTIALITY. MEC and Client shall retain as confidential all information and data provided to it by the other party to this Agreement which: (i) relate to technologies, formulae, procedures, processes, methods, trade secrets, ideas, improvements, computer programs, and similar information; or (ii) are designated in writing as confidential at the time of provision to the other party. Confidential information shall not be disclosed to any third party, unless required by law or authorized in writing by the Parties.

Provided, however, that nothing herein shall be interpreted as preventing either party from disclosing and/or using such confidential information or data: (i) when the information or data are actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when information or data are generally available to the public without the receiving party's fault at any time before or after it is acquired by the transmitting party; or (iii) when the information or data are obtained or acquired in good faith at any time by the receiving party from a third party who has the same good faith and who is not under any obligation to the transmitting party with respect thereto; or (iv) where a written release is obtained by the receiving party from the transmitting party.

5. RECOGNITION OF RISK. Client recognizes and acknowledges, and MEC's performance under this Agreement is subjected to, the following risks: (i) it is not possible with a limited sampling program absolutely to prove the absence of hazardous or solid waste materials at the site where the work described in the Proposal will be performed; (ii) investigations by MEC at the site may disclose the presence of hazardous or solid waste materials or other contaminants, and the sole responsibility for reporting the presence of such materials to appropriate federal, state, and local regulatory authorities shall remain the Client's (iii) environmental, geological, geotechnical, groundwater and other characteristics at the site can change over time, and data regarding such characteristics can vary from time to time, and from place to place at the site; (iv) commonly used exploration and investigation methods, including drilling, boring, and the excavation of trenches, involve an inherent risk of contamination of previously uncontaminated soils or water by contaminants already on the site; (v) certain governmental regulations relating to hazardous waste sites purport to require achievement of results which cannot be accomplished in an absolute sense (e.g. the construction of entirely impermeable liners). It may not be possible to achieve an absolute cleanup of the site including absolute elimination of contaminants; (vi) the state of the art with respect to investigation of subsurface conditions, environmental cleanup techniques, the long-term effect of chemicals and treatment methods on soils, the availability and performance of manufacturing equipment, and the availability and suitability of lubricating and other fluids is changing, and any improvement in the state of the art with respect to those subjects or others shall not be deemed to be evidence that MEC has failed to perform its services under this Agreement in accordance with generally prevailing professional standards; and (vii) government regulations with respect to environmental contamination, cleanup, education and/or training may change over time.
6. CLIENT OBLIGATIONS. Client shall furnish or make available to MEC such documents and information regarding conditions at the site where the services described in the Proposal are to be performed by MEC as MEC may require, including without limitation, all information available to Client with respect to any hazardous or solid wastes, substances, contaminants, pollutants, underground obstruction, utilities, underground piping, site history, utility lines and manufacturing specifications, requirements, and processes. MEC is entitled to rely upon information supplied by the Client, or Client's engineers or consultants, without independent verification by MEC.

Client shall provide for MEC's right to enter the project site and/or adjacent properties as necessary for MEC to complete its responsibilities under this Agreement. Client shall procure all necessary entry permits and shall hold harmless and indemnify



Midwest for claims of trespass or property damage required in providing the services described in this Proposal, except where MEC is negligent or has violated the Client's specific written instructions.  
Client shall be responsible for repairs to all roadways, paved areas, and right-of-way resulting from MEC's performance of services under this Agreement.

Client shall provide access and workspace at the site for MEC and any subcontractor performing services under this Agreement.

Client shall ensure the timely cooperation of Client's employees as reasonably requested by MEC in the performance of services under this Agreement.

7. **DOCUMENTS AND USE OF INFORMATION.** All documents furnished by the Client to MEC shall, at the Client's written request, be returned to Client upon completion of the services of this Agreement, provided that MEC may retain one copy of all such documents for its files. Final reports, including drawings, plans and specifications prepared by MEC for the Client shall be the sole property of the Client upon full payment by Client due under this Agreement. MEC shall retain possession and ownership of all calculations, internal memoranda, and other work papers relief upon by MEC to prepare such final reports, and MEC may retain copies of such final reports.

Client may use any final reports of findings, plan designs, engineering work, and any educational training materials, as Client wishes; however, Client shall indemnify and hold harmless MEC from and against any and all claims, damages, losses and expenses arising out of the use by Client of such reports and materials other than in connections with completion by MEC of the work described in the proposal. MEC shall be entitled to use any information, technology, procedures, processes or methods learned or developed by MEC from its provisions of services under this Agreement. MEC shall retain all the rights entitled to all patentable and unpatentable inventions, including confidential know-how, developed by MEC for provision of services under this Agreement. MEC grants to Client a royalty-free, non-exclusive, non-assignable license as to such inventions and know-how to use in the same facility and/or location described in the Proposal. MEC may use Client's name and a general description of work performed by MEC for Client in MEC's promotional materials and for other purposes.

8. **PROJECT DELAY.** MEC is not responsible for any delay caused by acts of God, acts of third parties, weather conditions not reasonable foreseeable, intervention of public authorities, inability without the fault of MEC to obtain permits necessary to perform services under this Agreement, work stoppages, changes in applicable federal, state or local regulations after the date of this Agreement, failure of Client to provide access to information requested by MEC to perform its services under this Agreement, or any other condition or event which is beyond the reasonable control of MEC. In the event of any such delay, MEC shall be entitled to a reasonable additional time to perform the services described in the Proposal. MEC shall be entitled to be compensated for its additional time to perform the services described in the Proposal. MEC shall be entitled to be compensated for its additional fees and cost caused by such delay. If MEC is unable to begin performing the services described in the Proposal, through no fault of its own, within 14 days of the anticipated commencement date, then MEC shall have the option at its sole discretion to: (i) extend the commencement date and completion date by a length of time equal to the delay; or (ii) extend the commencement and completion dates mutually acceptable to MEC and Client; or (iii) amend the time required for performance and/or the amount due under this Agreement through changes to this Agreement mutually agreed to by MEC and Client; or (iv) terminate this Agreement. If MEC fails through its fault to commence performing the services described in the Proposal within 14 days of the anticipated commencement date, then Client shall have the option to: (i) extend the commencement and completion dates to dates mutually acceptable to MEC and Client; or (ii) terminate this Agreement.

9. **PROJECT CHANGES.** Client may at any time prior to the completion of the services under this Agreement request modification in such services by written order. Such changes shall not become a part of this Agreement unless agreed to in writing by MEC. Client shall be responsible for any additional fees or costs of MEC resulting from such changes. If such changes cause an increase in the time for performance or services under this Agreement, an oral order for changes from Client to MEC (including directions or instructions given in person or telephone) shall constitute a valid change order under this Agreement, provided that MEC gives Client written notice within ten (10) days of such oral stating that MEC regards the oral order as a change order and the MEC agrees to the change.

10. **INSURANCE.** Upon request, MEC shall furnish copies of insurance certificates showing that Midwest maintains the following insurance coverages:

Worker's Compensation.....	Statutory
Employer's Liability.....	\$100,000 each occurrence, \$500,000 aggregate
General Liability .....	\$1,000,000 each occurrence
Automotive Liability .....	\$1,000,000 each occurrence
Professional Liability.....	\$1,000,000
Umbrella Liability.....	\$1,000,000

11. **LIABILITY FOR WASTE MATERIALS.** MEC is not, and has no authority to act as, a generator, treator, storer, transporter, disposer, or owner or operator of any hazardous substances or wastes, pollutants, contaminants, or manufacturing operations or processes located, found, or identified at the site of the services described in the Proposal. Any hazardous or solid waste identified, discovered or encountered by MEC at the site shall remain the responsibility of the Client, and shall at no time become property of MEC. Any arrangements for the treatment, storage, transport, or disposal of any hazardous or solid waste, which may be made by MEC, shall be at the specific direction of the Client and shall be made solely on the Client's behalf and for the Client's benefit. Client shall indemnify and hold harmless MEC from any and all claims, damages, suits, losses and expense (including attorney's fees and other costs for defense) in any way arising from such arrangements.



12. **INDEMNIFICATION.** MEC agrees to indemnify and hold harmless Client, its directors, officers, employees and agents, and against any and all claims, demands, causes of action, liability and costs (including attorney's fees and other costs of defense) for damages to property or injuries or death of any person arising out of any negligent act or omission or willful misconduct of MEC, its employees, or agents in the performance of services under this Agreement; provided, however, MEC will not be obligated to indemnify Client against liability arising as a result of Client's or its directors', officers', employees', agent's or contractors' or subcontractors' negligence or intentional misconduct.

Client agrees to indemnify and hold harmless MEC, its directors, officers, stockholders, employees, agents and subcontractors from and against any and all claims, demands, causes of action (including third party claims, demands, or causes of action for contribution or indemnification), liability and costs (including attorney's fees and other costs of defense) which arise out of or results from: (i) any release or threatened release of hazardous or solid wastes, substances, pollutants, contaminants or gas, liquid or solid materials or any failure to detect or evaluate the existence or release of such materials; (ii) any holding or claim that MEC or any of its subcontractors is a "generator" or "transport" of hazardous wastes or an "operator" of the site, as such terms are used or defined under state or federal law; or (iii) any negligent act or intentional act or omission of Client, its employees' agents, other consultants or contractors or any third party or entity, or any willful or wanton misconduct of such persons.

13. **LIMITATION OF LIABILITY.** Except for (i) claims covered under policies of insurance and policy limits stated in the Agreement; and (ii) circumstances caused by the willful misconduct of MEC, any and all liability for claims or damages by Client against MEC, whether based upon contract, tort, strict liability, breach of warranty, professional negligence, or otherwise, shall be limited to the lesser of (i) Client's cost to repair damage caused by the acts or omissions of MEC; or (ii) \$100,000.00, whichever is less.

In no event shall MEC be responsible for any special, indirect, incidental, or consequential damages (including loss of profit) incurred by Client as a results of MEC's performance or non-performance of services under this Agreement. All claims in connection with services performed under this Agreement shall be deemed waived unless made in writing and received.

14. **STORAGE AND SAMPLES.** Samples may, at MEC's sole discretion, be (i) discarded by MEC thirty (30) days after submission of a report regarding such samples; or (ii) be returned to Client for final disposition by Client; or (iii) be disposed of by MEC at Client's direction in accordance with all applicable laws and regulations. All disposal of samples shall be at Client's cost. MEC may make reasonable storage charges for samples and other materials held by MEC at Client's direction in excess of thirty (30) days.

15. **TERMINATION.** In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement upon fourteen (14) days written notice to the defaulting party.

This Agreement may be terminated without default if MEC in its sole discretion determines that continuation of work would create an unnecessary or unreasonable safety or health risk to its employees or others, or that subsurface conditions, contamination, or other conditions differ significantly from conditions, events, or contaminants which were reasonably foreseeable as of the date of this Agreement. In the event of such termination neither party shall have any further liability to the other party with respect to this Agreement except with respect to fees and costs owed by the Client to MEC.

Client shall have the right to suspend work under this Agreement by written notice to MEC. In the event of such suspension, MEC shall have the right at any time during such suspension to terminate this Agreement by giving written notice of termination to Client.

In the event of termination for any reason, MEC shall be entitled to payment for all costs and service performed up to and including the date of termination. Notwithstanding any other provision of this Agreement or any provision or quote in the Proposal, in the event that this Agreement calls for payment on a single price basis, payment to MEC upon termination shall be based instead upon MEC's Standard Rate Schedule in effect at the time of such termination.

16. **SUBPOENAS.** The Client shall pay, after notification by MEC, all time charges and expenses resulting from MEC's required response to subpoenas issued by any person or entity in connection with MEC's provisions of services under this Agreement, charges to be based upon MEC's Standard Rate Schedule in effect at the time the subpoena is served.

17. **INDEPENDENT CONTRACTORS.** MEC shall be considered to be an independent contractor and not an employee, agent, representative or joint venturer of Client. MEC shall determine the time, manner, means and method of providing services under this Agreement and shall furnish all labor, tools and equipment necessary to perform such services; provided, however, that MEC shall not be responsible for the negligence of Client or any other person or entity in the design or selection of a specific manner, means, method or technique which is required by Client or Client's specifications. MEC shall solely be responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

18. **CLIENT REPRESENTATIVE.** Client shall designate in writing a person to act as Client's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority on behalf of Client to transmit instructions, receive information, and interpret and define Client's policies and decisions to and from MEC with respect to this Agreement.

19. **SAFETY.** MEC will perform work only under safe conditions. Client will be responsible for all costs incurred by MEC for safety





- or security measures required by hazardous job conditions. MEC has the right to terminate this Agreement if, in its sole discretion, such termination is necessary for safety or health reasons.
20. ASSIGNMENT AND SUBLETTING. This Agreement is binding on heirs, successors, and assigns of the parties. This Agreement may not be assigned by Client to any third party without express written consent of MEC. MEC shall have the right to transfer, assign, or sublet, all or any portion of its rights obligations hereunder upon thirty (30) days written notice to the Client.
  21. NOTICE OF LIEN RIGHTS. As required by law, MEC hereby notifies Client that persons, companies, or consultants furnishing labor, materials, or professional services involving construction on Client's land may have lien rights on the Client's land and buildings if not paid. Those entitled to lien rights in addition to MEC are those who contract directly with the Client or those who give the Client notice within sixty (60) days after they furnish labor materials or professional services for the construction. Accordingly, Client may receive notices from those who furnish labor material or professional services for the construction, and should give a copy of each notice received to its mortgage lender, if any. MEC agrees to cooperate with the Client and the Client's lender, if any, to see that all potential lien claimants who separately contract with MEC are duly paid.
  22. PRECEDENCE. The terms and conditions of this Agreement shall take precedence over any inconsistent or contradictory provision contained in any Client-issued purchase order, requisition, notice to proceed, or similar document regarding MEC's services. The terms and conditions of the Proposal shall take precedence over any inconsistent or contradictory provisions of the Agreement and any client-issued document.
  23. ENTIRE AGREEMENT. The terms and conditions set forth herein constitute the entire Agreement of the parties relating to provision of services by MEC to Client. All previous proposals (except that Proposal identified in the paragraph above entitled "Service"), offers and other communication relative to the provision by services of MEC, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein.
  24. SEVERABILITY. If any of the terms and conditions of the Agreement shall be finally determined to be invalid or unenforceable, in whole or part, the remaining provisions of the Agreement shall remain in full force and effect and binding upon the parties.
  25. SURVIVAL. All obligations arising prior to the termination of this Agreement, and all provisions of this Agreement allocating responsibilities or liability between Client and MEC, shall survive the completion of services under this Agreement and the termination of this Agreement.
  26. GOVERNING LAW. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, with jurisdiction in the 16<sup>th</sup> Judicial Circuit, Kendall County, Illinois.
  27. COSTS AND FEES. In the event that it becomes necessary to enforce any of the obligations or terms of this Agreement or in any litigation, negotiation or transaction, in which one party shall, without fault of the other party, become involved through or on account of this Agreement, then the non-prevailing party shall pay, upon demand, the prevailing party's costs, charges and expenses, including reasonable attorney's fees, court costs and expenses, as well as reasonable fees of any agents or others retained by the prevailing party.
  28. EFFECTIVE DATE. This Agreement shall take effect upon acceptance and execution of the proposal by both parties.

