

Item #3:

**Resolution Approving Proposal From Gewalt Hamilton Associates
For Phase III (Construction) Engineering For N. Krueger Road**

VILLAGE OF LONG GROVE

RESOLUTION NO. 2020-R-___

A RESOLUTION APPROVING A PHASE III CONSTRUCTION ENGINEERING SERVICES AGREEMENT WITH GEWALT HAMILTON & ASSOCIATES RELATING TO ROADWAY IMPROVEMENTS FOR NORTH KRUEGER ROAD

WHEREAS, the Village of Long Grove (the "**Village**") owns and maintains various roads within the Village's corporate boundaries, including North Krueger Road; and

WHEREAS, the President and Board of Trustees of the Village have determined that it is necessary and desirable to undertake certain improvements to the North Krueger Road right-of-way between Gilmer Road and IL Route 22, which improvements are planned to include earth excavation, pavement reclamation, removal and installation of storm sewers and drainage structures, pavement marking, landscape restoration, and other incidental and collateral work (the "**Project**"); and

WHEREAS, the Project will be competitively bid and administered through the Illinois Department of Transportation ("**IDOT**"), and construction will be funded utilizing federal Surface Transportation Program funds following IDOT procedures for federal aid projects; and

WHEREAS, the President and Board of Trustees of the Village have determined that it is necessary and desirable to retain professional engineering services in connection with the Project including, but not limited to, Project administration and management, coordination, oversight, monitoring, and inspection services (collectively, the "**Services**"); and

WHEREAS, the Village has received a proposal from Gewalt Hamilton & Associates to provide the Services relating to the Project as set forth in the proposed Construction Engineering Services Agreement attached hereto as Exhibit A (the "**Proposed Agreement**"); and

WHEREAS, the Village has utilized the professional engineering services of Gewalt Hamilton & Associates on numerous projects including the successful design and management of other roadway and public works projects within the Village, and, consistent with 50 ILCS 510/4,

the Village has a satisfactory relationship with Gewalt Hamilton & Associates for professional engineering services; and

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the Village and its residents to approve the Proposed Agreement as hereinafter set forth;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF LONG GROVE, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE. **Recitals.** The foregoing recitals are incorporated herein as the findings of the Board of Trustees.

SECTION TWO. **Approval.** The Village of Long Grove hereby approves the Proposed Agreement in substantially the form attached hereto as Exhibit A, and in a final form to be approved by the Village Manager in consultation with the Village Attorney, in an amount not to exceed \$153,862.00. The Village President and Village Manager are each authorized to execute, and the Village Clerk or a Deputy Clerk of the Village is authorized to attest, the final form of the Proposed Agreement and any related contract documents on behalf of the Village.

SECTION THREE. **Effective Date.** This Resolution shall be in effect from and after its passage and approval in the manner provided by law.

PASSED this ____ day of February, 2020.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of February, 2020.

Bill Jacob, Village President

ATTEST:

Amy Gayton, Village Clerk

EXHIBIT A

Proposed Agreement

Local Public Agency Village of Long Grove	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Gewalt Hamilton Associates, Inc.
County Lake			Address 625 Forest Edge Drive
Section 16-00010-00-PV			City Vernon Hills
Project No. DR8P(303)			State Illinois
Job No. D-91-232-16			Zip Code 60061
Contact Name/Phone/E-mail Address David Lothspeich dlothspeich@longgroveil.gov			Contact Name/Phone/E-mail Address Todd Gordon / (847) 478-9700 tgordon@gha-engineers.com

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LPA 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.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor In Responsible Charge	Authorized representative of the LPA in immediate charge of the engineering details of the PROJECT A full time LPA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name N. Krueger Road Route 2030 Length 1.106MI Structure No. n/a

Termini Gilmer Road to IL Rte 22

Description: Project consists of earth excavation, pavement reclamation, removal and installation of storm sewers and drainage structures, pavement marking, landscaping restoration, and all incidental and collateral work necessary to complete the project.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT hereinbefore described and checked below:
 - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - c. For soils, to obtain samples and perform testing as noted below.
 - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LPA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LPA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - g. Inspect, document and inform the LPA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
 - h. Geometric control including all construction staking and construction layouts.
 - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - j. Measurement and computation of pay items.
 - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - l. Preparation and submission to the LPA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the STATE.
 - m. Revision of contract drawings to reflect as built conditions.
 - n. Act as resident construction supervisor and coordinate with the LPA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the LPA employee In Responsible Charge.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LPA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LPA. 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.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LPA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LPA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LPA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.
 10. 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) of this certification; 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.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
 12. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LPA AGREES,

1. To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF=Fixed Fee
 SBO = Services by Others

Total Compensation = $DL + IHDC + OH + FF + SBO$

Specific Rate (Pay per element)

Lump Sum _____

5. 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 LPA, 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 LPA, 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 LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA 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 LPA, 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 LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA 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.
6. The recipient shall not discriminate on the basis 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.).
7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.
8. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LPA and that 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 this AGREEMENT may be terminated by the LPA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LPA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LPA.
5. That any differences between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

6. That in the event the engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LPA.
7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. 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 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, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
 - (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.
9. 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 this AGREEMENT or such other remedy as the LPA deems appropriate.
 10. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Gewalt Hamilton Associates, Inc.	36-3426053	\$139,773.00
Sub-Consultants:	TIN Number	Agreement Amount
Soils and Materials Consultants, Inc.	36-3094075	\$6,000.00
	Sub-Consultant Total:	\$6,000.00
	Prime Consultant Total:	\$139,773.00
	Total for all Work:	\$145,773.00

Executed by the LPA:

Village of Long Grove

(Municipality/Township/County)

ATTEST:

By: _____
 _____ Clerk

By: _____
 Title: _____

(SEAL)

Executed by the ENGINEER:

Gewalt Hamilton Associates, Inc.

ATTEST:

By: _____
 Title: _____

By: _____
 Title: _____

**PAYROLL ESCALATION TABLE
 FIXED RAISES**

FIRM NAME
 PRIME/SUPPLEMENT
 Prepared By

Gewalt Hamilton Associates

DATE 12/02/19
 PTB-ITEM# 3

CONTRACT TERM 12 MONTHS
 START DATE 6/15/2020
 RAISE DATE 5/15/2021
 END DATE 6/14/2021

OVERHEAD RATE 160.00%
 COMPLEXITY FACTOR 0
 % OF RAISE 3%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	6/15/2020	5/15/2021	11	91.67%
1	5/16/2021	6/15/2021	1	8.58%

The total escalation = 0.25%

PAYROLL RATES

FIRM NAME Gewalt Hamilton Associates DATE 12/02/19
 PRIME/SUPPLEMENT 0
 PTB-ITEM # 3

ESCALATION FACTOR 0.25%

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$75.08	\$75.27
CE VI	\$72.30	\$72.48
CE V	\$67.65	\$67.82
CE IV	\$57.13	\$57.27
CE III	\$44.13	\$44.24
CE II	\$32.67	\$32.75
CE I	\$27.41	\$27.48
Land Surveyor IV	\$48.13	\$48.25
Land Surveyor II	\$36.81	\$36.90
GISP II	\$55.00	\$55.14
Environmental Consult II	\$31.40	\$31.48
ET V	\$58.98	\$59.13
ETIV	\$39.50	\$39.60
ET III	\$30.50	\$30.58
ET II	\$26.95	\$27.02
ET I	\$19.52	\$19.57
Admin I	\$23.30	\$23.36

**COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES**

Bureau of Design and Environment
Prepared By: Consultant
12/02/19

FIRM Gewalt Hamilton Associates
PTB-ITEM # 3
PRIME/SUPPLEMENT 0

OVERHEAD RATE 160.00%
COMPLEXITY FACTOR 0

DATE

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	Preconstruction Coordinatio	124	4,503	7,204		1,666		-	13,373	9.17%
	Preconstruction Meeting	18	818	1,308		303		-	2,429	1.67%
	Layout Verification	53	2,047	3,275		757		-	6,079	4.17%
	Const Obs June-Sept 2020	796	25,866	41,385	5,075	9,570	6,000	-	87,896	60.30%
	Const Obs		-	-		-		-	-	0.00%
	Const Obs (Inspector)	160	3,131	5,010		1,158		-	9,299	6.38%
	Progress Meetings	30	1,774	2,838		656		-	5,268	3.61%
	Traffic Control Insp (Nights)	24	734	1,174		272		-	2,180	1.50%
	Punch Lists	20	612	978		226		-	1,816	1.25%
	Record Drawings	28	977	1,564		362		-	2,903	1.99%
	Project Closure	160	4,892	7,828		1,810		-	14,530	9.97%
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	Subconsultant DL					0				
	TOTALS	1413	45,354	72,564	5,075	16,780	6,000	-	145,773	100.00%

117,918

DBE 0.00%

AVERAGE HOURLY PROJECT RATES

FIRM Gewalt Hamilton Associates
PTB-ITEM# 3
PRIME/SUPPLEMENT 0

DATE 12/02/19

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Preconstruction Coordina			Preconstruction Meeting			Layout Verification			Const Obs June-Sept 2020			Const Obs		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	75.27	0.0																	
CE VI	72.48	24.0	1.70%	1.23	4	3.23%	2.34	4	22.22%	16.11				16	2.01%	1.46			
CE V	67.82	0.0																	
CE IV	57.27	0.0																	
CE III	44.24	0.0																	
CE II	32.75	0.0																	
CE I	27.48	0.0																	
Land Surveyor IV	48.25	12.0	0.85%	0.41							8	15.09%	7.28						
Land Surveyor II	36.90	53.0	3.75%	1.38							45	84.91%	31.33						
GISP II	55.14	0.0																	
Environmental Consult II	31.48	0.0																	
ET V	59.13	80.0	5.66%	3.35	16	12.90%	7.63	4	22.22%	13.14				30	3.77%	2.23			
ETIV	39.60	16.0	1.13%	0.45	16	12.90%	5.11												
ET III	30.58	1,058.0	74.88%	22.89	80	64.52%	19.73	8	44.44%	13.59				750	94.22%	28.81			
ET II	27.02	0.0																	
ET I	19.57	160.0	11.32%	2.22															
Admin I	23.36	10.0	0.71%	0.17	8	6.45%	1.51	2	11.11%	2.60									
		0.0																	
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TOTALS		1413.0	100%	\$32.10	124.0	100.00%	\$36.31	18.0	100%	\$45.43	53.0	100%	\$38.61	796.0	100%	\$32.49	0.0	0%	\$0.00

AVERAGE HOURLY PROJECT RATES

FIRM Gewalt Hamilton Associates
PTB-ITEM# 3
PRIME/SUPPLEMENT 0

DATE 12/02/19
SHEET 2 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Const Obs (Inspector)			Progress Meetings			Traffic Control Insp (Nights)			Punch Lists			Record Drawings			Project Closure		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	75.27																		
CE VI	72.48																		
CE V	67.82																		
CE IV	57.27																		
CE III	44.24																		
CE II	32.75																		
CE I	27.48																		
Land Surveyor IV	48.25													4	14.29%	6.89			
Land Surveyor II	36.90													8	28.57%	10.54			
GISP II	55.14																		
Environmental Consult II	31.48																		
ET V	59.13				30	100.00%	59.13												
ETIV	39.60																		
ET III	30.58							24	100.00%	30.58	20	100.00%	30.58	16	57.14%	17.47	160	100.00%	30.58
ET II	27.02																		
ET I	19.57	160	100.00%	19.57															
Admin I	23.36																		
TOTALS		160.0	100%	\$19.57	30.0	100%	\$59.13	24.0	100%	\$30.58	20.0	100%	\$30.58	28.0	100%	\$34.91	160.0	100%	\$30.58

COMPANY NAME: Gewalt Hamilton Associates _____
PTB NUMBER: _____
TODAY'S DATE: _____

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			\$0.00	\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost			\$0.00	\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00	\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.500	\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day		75	\$65.00	\$4,875.00
Vehicle Rental	Actual cost (Up to \$55/day)			\$0.00	\$0.00
Tolls	Actual cost			\$0.00	\$0.00
Parking	Actual cost			\$0.00	\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00	\$0.00
Shift Differential	Actual cost (Based on firm's policy)			\$0.00	\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)		5	\$25.00	\$125.00
Copies of Deliverables/MyIars (In-house)	Actual cost (Submit supporting documentation)		300	\$0.25	\$75.00
Copies of Deliverables/MyIars (Outside)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Project Specific Insurance	Actual cost			\$0.00	\$0.00
Monuments (Permanent)	Actual cost			\$0.00	\$0.00
Photo Processing	Actual cost			\$0.00	\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			\$0.00	\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0.00
CADD	Actual cost (Max \$15/hour)			\$0.00	\$0.00
Web Site	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Advertisements	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Recording Fees	Actual cost			\$0.00	\$0.00
Transcriptions (specific to project)	Actual cost			\$0.00	\$0.00
Courthouse Fees	Actual cost			\$0.00	\$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Testing of Soil Samples*	Actual cost			\$0.00	\$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)			\$0.00	\$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
TOTAL DIRECT COST					\$5,075.00

**If other allowable costs are needed and not listed, please add in the above spaces provided.*

LEGEND
W.O. = Work Order
J.S. = Job Specific

Long Grove - N. Krueger Road
 Manhour Estimate of Consultant Services
 Gewalt Hamilton Associates, Inc.

	Principal	CE VI	CE V	CE IV	CE III	CE II	CE I	LS IV	LS II	GISP II	EC II	ET V	ET IV	ET III	ET II	ET I	ADI	Total Hours
I. Phase III Construction Engineering																		
Preconstruction Coordination		4										16	16	80			8	124
Preconstruction Meeting		4										4		8			2	18
Layout Verification								8	45									53
Construction Observation (RE) July-Sept 2020		16										30		750				796
Construction Observation (RE)																		0
Construction Observation (Inspector 1)																160		160
Progress Meetings												30						30
Traffic Control Inspection (Nights)														24				24
Punch List & Final Inspections														20				20
Record Drawings								4	8					16				28
Project Closure														160				160
I. Category Subtotal	0	24	0	0	0	0	0	12	53	0	0	80	16	1058	0	160	10	1413
II. Category																		
Total Labor	0	24	0	0	0	0	0	12	53	0	0	80	16	1058	0	160	10	1413



Prime Consultant

Name: Gewalt Hamilton Associates, Address: 625 Forest Edge Drive Verno, Telephone: (847) 478-9700, TIN Number:

Project Information

Local Agency: Village of Long Grove, Section Number: 16-00010-00-PV, Project Number: DR8P(303), Job Number: D-91-232-16

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Table with 3 columns: Sub-Consultant Name, TIN Number, Actual Payment from Prime. Includes one row for Soils and Materials Consultants, Inc. and summary rows at the bottom.

Signature and title of Prime Consultant

Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOTs collection and use of confidential information review the department's Identity Protection Policy.

Exhibit C Federal Qualification Based Selection (QBS) Checklist

Local Public Agency Village of Long Grove
 Section Number 16-00010-00-PV
 Project Number DR8P(303)
 Job Number C-91-232-16

The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed \$25,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than \$25,000.

Form Not Applicable (engineering services less than \$25,000)

1.	Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
2.	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the <i>BLRS Manual</i> ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, IDOT's approval date: _____																				
3.	Was the scope of services for this project clearly defined? <input type="checkbox"/> Yes <input type="checkbox"/> No																				
4.	Was public notice given for this project? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Due date of submittal: <u>06/29/2018</u> Method(s) used for advertisement and dates of advertisement: <u>Daily Herald June 8, 2018</u>																				
5.	Do the written QBS policies and procedures cover conflicts of interest? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
6.	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
7.	Do the written QBS policies and procedures discuss the method of evaluation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left;">Criteria for this project</th> <th style="text-align: left;">Weighting</th> <th style="text-align: left;">Criteria for this project</th> <th style="text-align: left;">Weighting</th> </tr> </thead> <tbody> <tr> <td><u>Capability to Perform Phase 2</u></td> <td><u>15 %</u></td> <td><u>Key Personnel Phase 2</u></td> <td><u>15%</u></td> </tr> <tr> <td><u>Capability to Perform Phase 3</u></td> <td><u>15 %</u></td> <td><u>Key Personnel Phase 3</u></td> <td><u>15%</u></td> </tr> <tr> <td><u>Exp w/Municipal Governments</u></td> <td><u>15 %</u></td> <td><u>Compliance with Schedule</u></td> <td><u>15%</u></td> </tr> <tr> <td><u>Familiarity w/ Long Grove Cond.</u></td> <td><u>10 %</u></td> <td></td> <td><u>%</u></td> </tr> </tbody> </table>	Criteria for this project	Weighting	Criteria for this project	Weighting	<u>Capability to Perform Phase 2</u>	<u>15 %</u>	<u>Key Personnel Phase 2</u>	<u>15%</u>	<u>Capability to Perform Phase 3</u>	<u>15 %</u>	<u>Key Personnel Phase 3</u>	<u>15%</u>	<u>Exp w/Municipal Governments</u>	<u>15 %</u>	<u>Compliance with Schedule</u>	<u>15%</u>	<u>Familiarity w/ Long Grove Cond.</u>	<u>10 %</u>		<u>%</u>
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<u>Exp w/Municipal Governments</u>	<u>15 %</u>	<u>Compliance with Schedule</u>	<u>15%</u>																		
<u>Familiarity w/ Long Grove Cond.</u>	<u>10 %</u>		<u>%</u>																		
8.	Do the written QBS policies and procedures discuss the method of selection? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Selection committee (titles) for this project: <u>Bud Reed, PE, PLS; Paul DeLassus, PE; Jim Repp, Eng Tech</u> Top three consultants selected for this project in order: 1) <u>Gewalt Hamilton Associates, Inc.</u> 2) <u>ESI Consultants, Ltd.</u> 3) <u>Primera Engineers, Ltd.</u> If less than 3 responses were received, IDOT's approval date: _____																				
9.	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
10.	Were negotiations for this project performed in accordance with federal requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
11.	Were acceptable costs for this project verified? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> LPA will rely on IDOT review and approval of costs.																				
12.	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
13.	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				

SSCOPE OF SERVICES

Phase III Construction Engineering Services
Krueger Road
Village of Long Grove
GHA Proposal No. 2019.CS

PROJECT UNDERSTANDING

It is our understanding that the Village of Long Grove proposes to improve N. Krueger Road from Gilmer Road to IL Rte. 22 in the Village of Long Grove, Lake County. The work consists of earth excavation, pavement reclamation, removal and installation of storm sewers and drainage structures, pavement marking, landscaping restoration, and all incidental and collateral work necessary to complete the project.

The project will be administered and awarded through the Illinois Department of Transportation's (IDOT). As Surface Transportation Program (STP) funds will be utilized for construction, the project will follow IDOT procedures for Federal Aid Projects. Thus, the Village of Long Grove has entered into Intergovernmental Agreement with IDOT to monitor the utilization of the STP funds for completion of the project. This project is anticipated to be on the April 24, 2020 IDOT letting, and as a result, will most likely commence construction around the middle of June 2020.

CONSTRUCTION ENGINEERING SERVICES

It is our practice to adhere to construction industry standards and insist on compliance with the project plans and specifications in an effort to efficiently produce a quality project. As such, Construction Engineering Services will be performed in accordance with the services outlined in the Request for Qualifications, as well as Illinois Department of Transportation standard procedures including, but not limited to, the following:

1. GHA will oversee a scheduled pre-construction meeting with project stakeholders prior to the start of construction and provide the meeting attendees with a summary in the form of Minutes for their records.
2. Prior to construction commencement, GHA will utilize measures outlined in our Public Relations Plan to determine impacts on schools, local businesses, places of worship, parks, and other local projects. We will include the Village, Village Hall, Public Works Department(s), School District(s), utility companies, and permitting agencies as members of our project communications team to collaborate and determine the best methods for identifying, reaching, and maintaining relationships with the project stakeholders. Once communications plan is established, GHA will continue to coordinate and communicate with stakeholders using resident letters, project flyers and newsletters as requested to ensure they are properly and consistently informed of the project's progress.
3. GHA will review drawings, diagrams, illustrations, brochures, catalog cuts, shop drawings, project schedules, and other data which the contractor is required to submit for conformance with the design concept and compliance with the contract documents.
4. GHA will provide geometric control and construction layout verification by making random checks to the Contractor's staking to determine if the work is in general conformance with the plans. If an error is found, we will immediately notify the Contractor to make the appropriate changes prior to construction. In addition, our survey crew will also provide before and after measurements and cross sections for applicable pay items.
5. GHA will provide full-time construction observation of the necessary construction operations and processes to ensure all materials and procedures are in conformance with the contract documents. We will utilize IDOT's computer-based system known as the Illinois Construction Records System (ICORS). This system will provide a computerized version of a Daily Diary, Weekly Reports, Daily Quantities, Quantity Book, Pay Estimates, Authorizations, and numerous other reports. We will measure, record, and provide source documentation daily

for all quantities for which payment will be made, and we will adhere to general IDOT requirements regarding inspection rates, including, but not limited to, depth checks, yield requirements, and material weight ticket collection to help facilitate a timely project closeout. We will also work with the IDOT documentation auditors and reviewers as necessary to ensure the required records are provided. GHA will keep a project box on site, including all the necessary up-to-date documentation in accordance with standard procedures and IDOT's Documentation of Contract Quantities guide.

6. If a field change or Authorization is required, whether force account or agreed unit price, GHA will notify and advise the Village prior to making any decisions that may affect the budget. In addition, our documentation of the Contractor's daily activities will help provide sufficient information to permit verification of the nature and costs of any changes in plans or authorized extra work.
7. GHA will make observations of the utility marks provided by the J.U.L.I.E. system and address potential conflicts with the contractor.
8. GHA will schedule and moderate project progress meetings with the Village and Contractor(s) and provide attendees with a summary in the form of Minutes for their records.
9. GHA will coordinate with Village of Long Grove staff for quality assurance testing for the HMA and concrete. Our subconsultant, Soils and Materials Consultants, Inc., will administer the quality assurance testing for the field and laboratory requirements regarding soils and aggregate quality. We will confirm and document that all the materials used on the site meet or exceed the quality requirements of the contract and IDOT-issued Project Procedures Guide.
10. GHA will perform daily traffic control inspections in addition to those required weekly and bi-monthly during night hours, and respectively submit deficient remarks to the Contractor with appropriate corrections requested.
11. GHA will provide National Pollutant Discharge Elimination System (NPDES) monitoring in compliance with the ILR10 permit and Designated Erosion Control Inspection (DECI) services, as necessary.
12. GHA will prepare monthly pay requests for the Village's review and provide the required documentation and correspondence for the Village of Long Grove to submit to IDOT.
13. GHA will schedule a final walk-through upon project completion with the Village of Long Grove representatives to generate a punch list of deficiencies.
14. GHA will keep current as-builts as the work is performed. We will annotate by hand all revisions, substitutions, variations, and omissions made or discovered during construction. Upon project completion, GHA will provide the Village of Long Grove with hard copies and an electronic copy of the record drawing plan set.
15. GHA will coordinate contract closeout procedures with the Contractor and IDOT to ensure an expedient and productive closeout.

**ATTACHMENT A TO GEWALT HAMILTON ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT**

1. Standard of Care. The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonably performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time when and the place where the services are provided. GHA will use reasonable care to comply with applicable codes and laws in effect at the time its services are provided.

2. Duration of Proposal. The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of the date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. The fees and terms of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall be subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement as provided for herein.

3. Client Information. Client shall provide GHA with all project criteria and full information for its Scope of Basic Services. GHA may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultants, contractors and subcontractors, without independently verifying that information.

4. Payment. Payments are due within 30 calendar days after a statement is rendered. Statements not paid within 60 calendar days of the end of the calendar month when the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. The provision for the payment of interest shall not be construed as authorization to pay late. Failure of the Client to make payments when due shall, in GHA's sole discretion, be cause for suspension of services without breach or termination of this agreement. Upon notification by GHA of suspension of services, Client shall pay in full all outstanding invoices within 7 calendar days. Client's failure to make such payment to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled to reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitations, attorney's fees and costs. GHA shall have no liability for any claims or damages arising from either suspension or termination of this Agreement due to Client's breach. The Client's obligation to pay for GHA's services is in no way dependent upon the Client's ability to obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client's completion of the project.

5. Instruments of Service. The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and all documents or electronic data, are instruments of service. GHA shall retain ownership rights over all original documents and instruments of service. All instruments of service provided by GHA shall be reviewed by Client within 10 calendar days of receipt. Any deficiencies, errors, or omissions the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Services. Failure to provide such notice shall constitute a waiver. The Client shall not reuse or make, or permit to be made, any modifications to the instruments of service without the prior written authorization of GHA. The Client waives all claims against GHA arising from any reuse or modification of the instruments of service not authorized by GHA. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any liability, damage, or cost, including attorneys' fees, arising from the unauthorized reuse or modification of the instruments of service by any person or entity. The parties agree that if elements of the Scope of Basic Services identified in this Agreement are reduced and/or eliminated by Client, then Client waives, releases and holds GHA harmless from all claims and damages arising from those reduced and/or eliminated services. If GHA's Scope of Basic Services does not include construction administration phase services, Client assumes responsibility for interpretation of the instruments of service and construction observation, and waives all claims against GHA for any act, omission or event connected thereto. Unless included in GHA's Scope of Basic Services, GHA shall not be liable for coordination with of the services of Client's other design professionals.

6. Electronic Files. The Client acknowledges that differences may exist between the electronic files delivered and the printed instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and the electronic files, the signed / sealed instruments of service shall control. GHA's electronic files shall be prepared in the current software GHA uses and will follow GHA's standard formatting unless the Scope of Basic Services requires otherwise. Client accepts that GHA makes no warranty that its software will be compatible with other systems or software.

7. Applicable Codes. The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possibly contradictory, interpretations. Client accepts that GHA does not warrant or guarantee that the Client's project will comply with interpretations of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for added project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulations applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completion of GHA's instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to comply with such interpretations. Client shall also compensate GHA for additional fees required to revise the instruments of service if Client changes the project scope after GHA's completes its instruments of service.

8. Utilities and Soils. When the instruments of service include information pertaining to the location of underground utility facilities or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained from visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or nature of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnished by third parties respecting utilities, underground conditions and soils without performing any independent verification. Contractor is solely responsible for utility locations, their markings in the field and their placement on the plans based on information they provided. Client agrees GHA is not liable for damages resulting from utility conflicts, mistaken utility locates, unfavorable soils, and concealed or unforeseen conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If not included in the Scope of Basic Services, such work will be compensated as additional services.

9. Opinion of Probable Construction Costs. GHA's Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecting construction costs,

10. Contractor's Work. Client agrees that GHA does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA is not responsible for the supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work, or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor is solely responsible for jobsite and worker safety and warrants that this intent shall be included in the Client's agreement with all prime contractors. The Client agrees that GHA and GHA's personnel and consultants (if any) shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in the performance of their work, and shall also be named as an additional insured on the Contractor's and subcontractors' general liability insurance policy. Client warrants that this intent shall be included in the Client's agreement with all prime contractors. If the responsible prime contractor's agreement fails to comply with the Client's intent then the Client agrees to assume the duty to defend and indemnify GHA for claims arising out of the Contractor's or subcontractors' negligence, errors or omissions in the performance of their work.

11. Contractor Submittals. Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GHA's consideration of a component does not constitute acceptance of an assembled item.

12. Hazardous Materials. Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contaminants or pollutants.

13. Record Drawings. If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.

14. Disputes. Client agrees to limit GHA's total aggregate liability to the Client for GHA's alleged acts, errors or omissions to \$50,000 or the amount of GHA's paid fees for its services on the project, whichever is greater. GHA's liability to Client shall be limited to twelve months from the last invoice submitted to Client by GHA, regardless of payment by Client. GHA makes no guarantees or warranties, either expressed or implied, including any warranty of habitability or fitness for a particular purpose. The parties agree to waive all claims against the other for any and all consequential damages, including attorneys' fees. The parties agree to waive against each other all rights and claims otherwise covered by property insurance, by builder's risk insurance or by all risk insurance, including but not limited to subrogation rights regardless of whether the claims arise during or post-construction and regardless of final payment to GHA.

All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute shall be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GHA mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessful, litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was pending. The controlling law shall be the law of the jurisdiction where the project was located. Client agrees that all causes of action under this Agreement shall be deemed to have accrued and all statutory limitations periods shall commence no later than the date of GHA's services being substantially completed. Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GHA's owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

15. Miscellaneous. Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.