


Municipality Various	L O C A L A G E N C Y	 Illinois Department of Transportation	C O N S U L T A N T	Name Gewalt Hamilton Associates, Inc.
Township Various				Address 820 Lakeside Drive, Suite 5
County Lake County - Division of Transportation		City Gurnee		
Section #10-00999-13-DR		State Illinois		
		Preliminary Engineering Services Agreement For Non-Motor Fuel Tax Funds		

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Non-Motor Fuel Tax Funds, allotted to the LA by the State of Illinois, under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Various Culvert Evaluation

Route N/A Length N/A Mi. N/A FT (Structure No. N/A)

Termini Various Locations

Description:
Review and evaluation of various culverts in Lake County

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, **Lake County Stormwater Management Commission Permit**, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with **one (1) copy of each document in both hardcopy and electronic format**. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at the ENGINEER's actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in **duplicate** of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
 - i. Assist the LA in the tabulation and interpretation of the contractors' proposals

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- j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
 - l. **Services as included and/or defined in the attached Scope of Services.**
2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the LA of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
 3. To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
 4. In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that the ENGINEER will perform such work without expense to the LA, even though final payment has been received by the ENGINEER. The ENGINEER shall give immediate attention to these changes so there will be a minimum delay to the CONTRACTOR.
 5. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
 6. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will show the ENGINEER's professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT according to the following method indicated by a check mark:
 - a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost	
Awarded Cost	Percentage Fees
Under \$50,000	_____ (see note)
	_____ %
	_____ %
	_____ %

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for all services rendered in accordance with this AGREEMENT at the actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at the ENGINEER's actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided in section 1 of the ENGINEER AGREES. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus an additional service charge of up to five (5) percent.
 "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

The Total Not-to-Exceed Contract Amount shall be \$76,484.13

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by section 1 of the ENGINEER AGREES - to the satisfaction of the LA ~~and their approval by the DEPARTMENT~~, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA ~~and its approval by the DEPARTMENT~~, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in sections 1 and 3 of the ENGINEER AGREES and prior to the completion of such services, the LA shall reimburse the ENGINEER for the ENGINEER's actual costs plus ___ percent incurred up to the time the ENGINEER is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of the LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of the ENGINEER AGREES, ~~after they have been approved by the DEPARTMENT~~, the LA will pay the ENGINEER for such changes on the basis of actual cost plus ___ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of the LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of the ENGINEER's responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their 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 LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with section 4 of the LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA ~~and their approval by the DEPARTMENT~~, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA ~~and the DEPARTMENT~~.
4. That the ENGINEER warrants that the ENGINEER has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that the ENGINEER's has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

October 27, 2010

Mr. Dan Helgren
Lake County Division of Transportation
600 W. Winchester Road
Libertyville, Illinois 60048-1381

850 Forest Edge Drive, Vernon Hills, IL 60061
TEL 847.478.9700 ■ FAX 847.478.9701

820 Lakeside Drive, Suite 5, Gurnee, IL 60031
TEL 847.855.1100 ■ FAX 847.855.1115

www.gha-engineers.com

Re: Proposal for Civil Engineering Design Services
Lake County Division of Transportation (LCDOT)
Section #10-00999-13-DR
GHA Proposal #2010.218

Dear Mr. Helgren:

Thank you for allowing Gewalt Hamilton Associates, Inc. to submit this scope of services and man-hour calculation for the engineering design services with respect to the above captioned project. It is our understanding that the general scope of services will include the review and evaluation of various culverts throughout the Lake County area. As provided in your scoping report, the culverts included on the provided lists and maps were identified as part of LCDOT's annual culvert inspection as having a rating of 3 or lower, which identifies the integrity of stability of the culvert as poor to critical.

It is understood that the existing culverts should be analyzed for the current capacity and replaced in kind if the existing culvert is of adequate size to pass the design storm. Culverts should also be evaluated to determine if the culvert is of sufficient length to provide adequate side slopes and determine if any end treatment is required in accordance with the 3R criteria in Chapter 33 of the BLR manual. The scoping report notes that roadside barriers may be considered if flattening the slope to meet the 3R design criteria is not a feasible option. Also noted in the project scoping report is that consideration should be made regarding the option of relining the culvert with an in-situ liner or segmental slip liner in lieu of replacement if appropriate.

Our understanding of the work and scope of services are based on our experience, our discussions with you, and the provided LCDOT Project Scoping Report. We appreciate the opportunity to submit our proposal for this project.

The following outlines our scope of services and schedule to complete the proposed work.

SCOPE OF SERVICES

A total of 18 culverts are to be evaluated as described in the scoping report dated September 27, 2010. Gewalt Hamilton Associates, Inc. (GHA) will complete the following work:

A. Project Administration, Coordination and Meetings

Meet as needed with LCDOT to discuss the project schedule, obtain any information such as existing engineering plans, storm water calculations, right-of-way plats, etc. to aid in our evaluation of the various culvert locations and to review our final evaluation documents.

B. Environmental Assessment

GHA environmental staff will make an initial visit to each of the culvert locations to provide an initial environmental assessment and determination of what impacts may occur due to the replacement or improvement to the various drainage culverts.

C. Existing Conditions/Topographic Survey

GHA will prepare existing conditions and topographic surveys of the various culvert locations. The survey will include the immediate area surrounding the respective culvert locations (50 feet in both directions parallel to the road (and to the County right-of-way (extending approximately 20 feet from the right-of-way. The surveys will include the following information.

1. Existing spot grade elevations sufficient to contour the site at one-foot intervals.
2. All visible/substantial site improvements including pavement, pavement markings, signs, fences, walls, sidewalks, guard rails, etc.
3. Location, size, material, of culverts in questions as well as all visible adjoining storm and sanitary sewers.
4. Location of public utilities (water, electric, telephone, gas, etc.) evident to the site surveyor and/or as shown on available utility atlases.
5. Locations of all trees within the limits of the survey of a 6 inch caliper or greater.
6. Survey control, including benchmark, upon which the topographic survey is based. Note that the survey control will be tied to state plane coordinates and using LCDOT stationing.
7. Determination of right-of way boundary at the culvert locations through the limits of the topographic survey location.

Please keep in mind that it may not be possible to accurately locate a number of existing utilities such as watermains, communication lines and electrical services. If the client desires to accurately locate those utilities, the services of a utility locating firm are suggested. Coordination with such a firm is not included in our scope and if such coordination was requested it would be considered an additional service. In addition, if additional topographical survey beyond what is noted above is needed based on the respective hydraulic analysis, GHA can provide this additional survey data as an additional service.

D. Wetland Delineation/Jurisdictional Determination

As identified in the project scoping report, it is understood that any work within a wetland will need to be permitted. As indicated, wetland delineation as well as a jurisdictional determination will be needed for culverts located in wetland areas. Depending on the jurisdictional determination of each wetland, wetland permits would be needed from the U.S. Army Corps of Engineers, Lake County Stormwater Management Commission (LCSMC) or Lake County Planning, Building and Development (LCPBD).

Based on the provided LCDOT Project Scoping Report, there were eight (8) culvert locations identified as having potential wetland impacts. Based on the County's GIS data, none appear to be within or adjacent to wetland identified as ADID. Based on our initial visual inspection of the culvert locations, GHA has identified eleven (11) culvert locations with potential impacts to wetlands.

1. Wetland Delineation

GHA will delineate all Waters of the U.S. (WOUS), including wetlands, in conformance with Local and County ordinances and the U.S. Army Corps of Engineers (USACE).

This task will include:

- a. A review of aerial photos of site, both current and historic;
- b. Review of USGS topographic map;
- c. Review of Lake County Wetland Inventory map; review of Lake County Soil Survey; review of FEMA map;
- d. Conduct on-site investigation;
- e. Analyze and document existing vegetation, hydrology and hand auger soil samples;
- f. Flag WOUS and/or wetland boundaries, if any, at approximately 25 feet intervals (and locate via handheld GPS unit); and
- g. Prepare Wetland Delineation Report summarizing the findings. The delineation shall be limited to the area within the County right-of-way and in the areas to be disturbed by the proposed culvert construction.

GHA will submit two (2) copies of the report to the Client and advise Client of future permits that may be needed for construction.

2. Wetland Boundary Confirmation and Jurisdictional Determination

GHA will submit a formal request for a jurisdictional determination and boundary confirmation to the USACE and Lake County as well as coordinate a site visit. Wetlands that are adjacent to and/or have a direct hydrologic connection to a navigable waterway are federally regulated under Section 404 of the Clean Water Act. Isolated wetlands are exempt from federal regulation following the January 2001 Supreme Court decision (SWANCC v. USACE), because they do not have an easily traceable, direct hydrologic connection to a navigable waterway. However, if there is a direct subsurface connection (i.e. via storm sewer, drain tile, etc.) to a navigable waterway, the USACE will likely take jurisdiction over the wetland areas. Isolated wetlands in Lake County are regulated under the Watershed Development Ordinance (Unified Development Ordinance within unincorporated portions of Lake County).

3. Wetland Permitting and Agency Coordination

This scope will not be part of this contract, however as part of the final design stage, the required data and project information will be compiled and assembled into a permit application submittal package and submitted to the jurisdictional agency for review. This task will include coordination with, at a minimum, the respective communities the various culverts are located, Lake County Stormwater Management Commission, U.S. Army Corps of Engineers, Lake County Soil & Water Conservation District, U.S. Fish & Wildlife Service and Illinois Department of Natural Resources. During the permit review process, follow-up meetings with regulatory agencies, project engineer and Client are anticipated to finalize the

required information, documentation and submittals. Again, this permitting work is not included in this phase of the project but will be needed during the final design phase.

E. Hydrologic and Hydraulic Analysis

As described in the LCDOT scoping report, no (mapped) floodplains are located in the vicinity of the various culvert locations. It is anticipated that the LCSMC Countywide Permit No. 1 can be utilized for the culvert replacements.

In order to determine if the existing culverts are adequately sized, GHA will perform a hydrologic analysis of the tributary watershed to determine the discharge rate for the design storm selected by LCDOT and a hydraulic analysis (assuming a new culvert of the same size and material) to determine the maximum headwater elevation.

If the maximum headwater elevation does not meet County design criteria, GHA will propose a new culvert size, configuration, and/or material to meet these criteria.

The hydraulic analysis will be limited to the culvert inlet/outlet control only, and will not include modeling of the stream to determine backwater/tailwater effects.

F. Guard Rail Evaluation

GHA will complete an evaluation of the road side slopes in conjunction with improvements to the culverts as it relates to the potential need for guard rails. Based on our initial site visit during the preparation of this proposal we have estimated four locations to perform an evaluation. We have used four (4) locations for the determination of our man-hour calculations.

G. Analysis Summary/Preliminary Plans

GHA engineer will perform a visual investigation of each culvert and surrounding area and prepare an analysis summary for each culvert location. The analysis summaries will include the following:

- Existing Condition Plan
- Pipe Condition Summary
- Wetland Impact Summary
- Drainage Summary
- Proposed Maintenance or Improvements
- Preliminary Improvement Plan
- Preliminary Engineer's Opinion of Probable Cost (EOPC)
- Summary of Anticipated Permits

Part of the proposed maintenance recommendations will include replacement, slip liner or cast in place liner. It is noted that LCDOT policy for replacement is reinforced concrete pipe (RCP) and minimum size for a cross road culvert is 24" diameter.

We will meet with LCDOT to discuss the draft analysis and coordinate any modifications based on the County's review. As we get further into the analysis we may recommend to have some of the locations

televised in order to have a visual evaluation of the inside condition of the piping. We will advise the County as the project proceeds forward. We have included a dollar amount for this work as shown in the man-hour calculation.

The culvert evaluation will be grouped into two categories. The two groupings will include (1) "easy, minimal permits, quick letting" and (2) "time-consuming, permit intensive, later letting". This grouping will be determined in the initial draft evaluation in order to getting a head start on developing plans and bidding documents for bidding in 2011.

H. Final Evaluation Report

GHA will finalize each of the culvert location analysis based on the County's review and prepare a comprehensive final evaluation report and submit to the County.

I. Services Not Included

Services not included in our scope:

1. Permit fees or review fees.
2. Meetings or hearings outside of the scope of services described above.
3. Preparation of an ALTA/ACSM Land Title Survey.
4. Obtaining additional topographic information beyond the scope noted above.
5. Preparation of easement plats and documents.
6. Preparation and submission of a Geotechnical investigation and report.
7. Hydrologic or hydraulic modeling beyond those services noted above;
8. Final Design Plans and Bidding Documents.
9. Structural Design.
10. Construction staking or construction observation.
11. Surveys required for locating underground utilities marked by third parties. Gas, electric, telephone or other public utility services design. For informational purposes, the location of such utilities shall be depicted on our drawings based on information provided to us by the public utility or the Village. Performing additional surveying and topographic work beyond that noted in the scope of work, including investigation of underground utilities, and physical location of them.

J. Schedule/Personnel

GHA will proceed with the project upon the County's authorization to proceed. It is our understanding that you wish to proceed in order to develop a plan to implement in 2011.

Coordination, survey, and wetland delineation work will begin immediately upon your authorization. We will make every effort to complete the report within the specified time period. Please note that due to the time of the year, the wetland delineations may need to occur, or be updated, in the spring.

Todd P. Gordon P.E., Senior Engineer, will be Project Manager. Dan Strahan, P.E. CFM will serve as Project Engineer. George Saam, P.L.S. Land Surveyor Manager, will be responsible for the

coordination of all surveys. Marcy Knysz, AICP, LEED AP will be responsible for the wetland and environmental aspects of the project. Karl Jensen, P.E. CFM will be coordinating the drainage component of this project. They will be assisted, as needed, by other GHA engineers, technicians, and support staff.

K. Compensation

Include to this proposal is the estimated man-hour calculations. Reimbursable expenses such as mileage, printing, courier service etc. are also included as an attachment and are noted on man-hour calculation chart. These reimbursable expenses will be billed directly to the client without markup.

Note that invoices of GHA charges made against the project are submitted to clients every four weeks. This allows the client to review the status of the work in progress and the charges made. Additional hours considered to be outside the scope of services will be identified. If it is determined that the man-hour estimate or services beyond the original scope is to be exceeded, a written modification to the proposal will be submitted to the County.

No permit fees or review fees are included in this proposal.

L. General Conditions of this Agreement

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

GHA shall not have control of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for job site safety measures. Such control is the sole responsibility of the Client's contractor.

The Client, and not GHA, is responsible for ensuring that the contractor implements the Storm Water Pollution Prevention Plan (SWPPP), including maintenance and/or repair of soil erosion and sediment control measures for compliance with the General NPDES Permit for Storm Water Discharges from Construction Site Activities. GHA assumes no liability for any actions by the Illinois Environmental Protection Agency (IEPA) resulting from the contractor's failure to comply with SWPPP or the requirements of the General Permit.

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The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and *Attachment A*, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing. Thank you for your consideration. We look forward to the opportunity to working with you and providing our services to the County.

Sincerely,
GEWALT HAMILTON ASSOCIATES, INC.



Todd P. Gordon P.E.
Senior Engineer

Encl: Attachment A
Exhibit A - Man-hour Calculation

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

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

The terms of this Agreement are subject to renegotiation if not accepted within 60 days of the date indicated on the contract. Requests for extension beyond 60 days should be made in writing prior to the expiration date. The fees and terms of the Agreement shall remain in full force and effect for one year from the date of acceptance of the 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 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 by giving the other party 10 days written notice.

Payments are due within (30) days after a statement is rendered. Fees not paid within 60 days of the end of the calendar month in which 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 make payments late. Failure of the Client to make payments when due shall, at the option of GHA, be cause for suspension of services. Upon notification by GHA of suspension of services, Client shall make payment of all outstanding invoices within seven 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, legal fees and costs.

The Client's obligation to pay for the professional services provided 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 successful completion of the project.

The Client and GHA agree that any documents prepared by either party shall conform to the specifications listed in the Engineering Agreement. Any electronic files submitted by GHA to the Client are submitted for an acceptance period of 10 days. Any defects the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Scope of Services. Corrections of defects detected and reported after the acceptance period will be compensated for as Additional Services.

The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and all documents or data on electronic media, as instruments of professional service. The plans and specifications prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to GHA. However, GHA shall retain ownership rights over all electronic data and documents.

The Client shall not reuse or make or permit to be made any modification to the plans, specifications, or electronic data without the prior written authorization of GHA. The Client agrees to waive any claim against GHA arising from any unauthorized reuse or modification of the plans and specifications or electronic data. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any damage, liability or cost, including attorneys' fees and costs, arising from any reuse or modification of the plans, specifications, or electronic data by the Client or any person or entity which acquires or obtains the plans, specifications, or electronic data from or through the Client.

The client is aware that differences may exist between the electronic files delivered and the printed plans and specifications. In the event of a conflict between the signed and/or sealed printed plans and specifications prepared by GHA and electronic files, the signed and/or sealed printed plans and specifications shall govern.

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Client acknowledges that the requirements of the ADA will be subject to various, and possibly contradictory interpretations. GHA,

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therefore, will use reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. GHA, however cannot and does not warrant or guarantee that the Client's project will comply with interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project.

If required by the contracted scope of services, GHA, shall prepare an opinion of probable construction costs, which shall be submitted to the Client for review. Since GHA has no control over the cost 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, if called for by this Agreement as part of GHA's scope, shall be made on the basis of experience and qualifications applied to the program contemplated by the Agreement and information provided by Owner, and represent a reasonable judgment as a design professional familiar with the construction industry. However, GHA cannot and 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. If the Client wishes greater assurance as to the construction cost, Client agrees it will employ an independent cost estimator.

If required by the Scope of Services, GHA shall visit the project at defined intervals during construction to become generally familiar with the progress and quality of the contractors' work to determine if the work is proceeding in general conformance with the Contract Documents.

Client agrees that GHA does not have control of and is not responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal, State and County safety requirements, in connection with construction work performed by the Client's construction contractors. GHA is not responsible for the supervision of Client's construction contractors, subcontractors, materialmen, suppliers, or any of their employees, agents and representatives of such contractors; or responsible for any machinery, construction equipment, and tools used and employed by contractors and subcontractors in the project. GHA, Inc. has no authority or right to stop the work. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen or suppliers, or any persons or entities performing any of the construction work, or for failure of any of them to carry out their work as called for by the Construction Documents.

Neither the professional activities of GHA, nor the presence of GHA or its employees and subconsultants (if any) at a construction site, shall relieve the Contractor or any other entity of their obligations, duties and responsibilities including but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending or coordinating all portions of the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies or industry practice. GHA personnel have no authority or right to exercise any control or direction over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be included in the Client's agreement with the Contractor. The Client also agrees that the Client, GHA, and GHA's personnel and consultants 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 their performance of their work, and shall also be named as an additional insured under the Contractor(s)'s general liability insurance policy.

It is acknowledged by both parties that GHA's scope of services does not include any services related to asbestos, mold, fungus or any other hazardous or toxic materials, contaminants or pollutants. In the event that GHA, or any other party encounters asbestos mold, fungus or any other hazardous or toxic materials, contaminants or pollutants at the job site, or it should become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of GHA, GHA may, at its option and without liability for consequential or any other damages, suspend performance of its services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, mold, fungus or any other hazardous or toxic materials, contaminants or pollutants and further warrant that the jobsite is in full compliance with applicable laws and regulations.

If required by the scope of services, records drawings (or revised specifications) will be prepared, in part, on the basis of information compiled and furnished by others, the accuracy of which GHA may reasonably rely upon, GHA will not be responsible for any errors or omissions, which have been incorporated into this document due to information furnished by others.

When preparing civil engineering or surveying plans and drawings, information on existing underground utilities or soil conditions is provided from the best information available. This information may be obtained from visible surface evidence, utility company records or soil borings, and is not represented to be the exact location of these utilities or soils in the fields. Client agrees that GHA may reasonably rely on the accuracy of information furnished by third parties. Contractor is solely responsible for exact utility locations. Client shall not hold GHA responsible for Contractor's error/omission in the utility locations. Client agrees GHA is not responsible for additional costs, which result from utility conflicts or unforeseen conditions. 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 same. If not included in the scope of services, such work will be compensated as additional services.

The Client agrees to limit GHA's professional liability to the Client and to all construction contractors, or subcontractors on the project arising from GHA, Inc.'s alleged negligent acts, errors, or omissions, such that the total aggregate liability of GHA, Inc. to all those named shall not exceed \$50,000 or GHA's total fee for the services rendered on this project, whichever is greater. GHA, Inc. makes no warranties, either expressed or implied, including any warranty of habitability, merchantability or fitness for any particular purpose. In no event shall GHA be liable for any loss of profit or any consequential damages.

All claims, disputes, controversies or matters in question arising out of or relating to this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence (collectively "disputes") shall be submitted to mediation before and as a condition precedent to any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, the Client and GHA shall select by mutual agreement a neutral mediator. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client or GHA within ten (10) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect. Mediation shall take place in Chicago, Illinois unless the Client and GHA agree otherwise. The fees of the mediator(s) and costs incurred by the mediator(s) shall be apportioned equally between the parties.

Either the Client or GHA may terminate this Agreement without penalty at any time with or without cause upon 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 to this Agreement. The Client shall also reimburse GHA termination expenses, including, but not limited to, those associated with demobilization, reassignment of personnel and space and equipment costs. Client shall not assign this Agreement without GHA's written consent.

Exhibit A
Preliminary Design Engineering Services
Lake County Division of Transportation
Various Culvert Replacement
Lake County, Illinois

Route: _____
 Local Agency: _____
 Section: _____
 Project: _____
 Job No.: _____

Various Locations

LCDDOT

(Municipality/Township/County)

10-00999-13-DR

*Firm's approved rates on file with IDOT'S
 Bureau of Accounting and Auditing:

Overhead Rate	165.00 %
Profit Rate	0
Complexity Factor	0.035
Project Duration	20 Days

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs	Overhead*	Services by Others	In House Direct Costs	Profit	Total
Project Administration, Coordination and Meetings	SENIOR ENG	12	\$48.91	\$586.92	\$68.42		\$0.00	\$225.52	\$1,780.86
	PROFESSIONAL	24	\$34.50	\$828.00	\$1,366.20		\$0.00	\$318.16	\$2,512.36
	ENG TECH I	12	\$12.40	\$148.80	\$245.52		\$0.00	\$71.18	\$451.50
Existing Condition/Topographic Survey	SR ENG TECH	72	\$27.70	\$1,994.40	\$3,290.76		\$0.00	\$766.35	\$6,051.51
	ENG TECH II	72	\$18.86	\$1,357.92	\$2,240.57		\$0.00	\$521.78	\$4,120.27
	ENG TECH II	72	\$18.86	\$1,357.92	\$2,240.57		\$0.00	\$521.78	\$4,120.27
	PROF LAND	72	\$46.25	\$3,330.00	\$5,494.50		\$0.00	\$1,279.55	\$10,104.05
Wetland Delineation/Jurisdictional Determination	ENG TECH I	64	\$12.40	\$793.60	\$1,309.44		\$0.00	\$304.94	\$2,407.98
	ENG TECH II	40	\$18.86	\$754.40	\$1,244.76		\$0.00	\$289.88	\$2,289.04
	PROJECT	8	\$34.50	\$276.00	\$455.40		\$0.00	\$106.05	\$837.45
Hydrologic and Hydraulic Analysis	STAFF ENG	170	\$25.29	\$4,299.30	\$7,093.85		\$0.00	\$1,652.01	\$13,045.15
	ENG TECH II	40	\$18.86	\$754.40	\$1,244.76		\$0.00	\$289.88	\$2,289.04
Guard Rail Evaluation	PROFESSIONAL	10	\$34.50	\$345.00	\$569.25		\$0.00	\$132.57	\$1,046.82
	STAFF ENG	108	\$25.29	\$2,731.32	\$4,506.66		\$0.00	\$1,049.51	\$8,287.51
Analysis Summary/Preliminary Plans	SENIOR ENG	8	\$48.91	\$391.28	\$645.61		\$0.00	\$150.35	\$1,187.24
	PROFESSIONAL	32	\$34.50	\$1,104.00	\$1,821.60		\$0.00	\$424.21	\$3,349.81
Final Evaluation Report	SENIOR ENG	4	\$48.91	\$195.64	\$322.81		\$0.00	\$75.17	\$593.62
	CLERICAL	8	\$19.25	\$154.00	\$254.10		\$0.00	\$59.17	\$467.27
	SENIOR ENG	8	\$48.91	\$391.28	\$645.61		\$0.00	\$150.35	\$1,187.24
QA/QC	PROFESSIONAL	4	\$34.50	\$138.00	\$227.70		\$0.00	\$53.03	\$418.73
	PROF LAND	4	\$46.25	\$185.00	\$305.25		\$0.00	\$71.09	\$561.34
American Underground (Underground Contractor - Televising)				\$10,000.00			\$10,000.00		\$10,000.00
In House Direct Costs (See Attached Estimate)							\$3,668.30		\$3,668.30
Totals		808		\$20,702.26	\$34,158.73	\$10,000.00	\$3,668.30	\$7,954.84	\$76,484.13

Exhibit B

Preliminary Design Engineering Services Scope of Work, Manhour Calculations, and Cost Estimate of Consultant Services Lake County Division of Transportation Various Culvert Replacement Lake County, Illinois

Direct Cost Estimate

Printing Expenses:

▪ Preliminary Documents/Plans Assume 20 sheets x 15 sets x 6 sf x \$0.25/SF	\$450.00
▪ Pre-Final Plan Documents (2 Submittals) Assume 25 sheets x 10 sets x 6 sf/shts x \$0.25/sf x 2 submittals	\$750.00
▪ Pre-Final Evaluation Booklet (2 Submittals) Assume 160 sheets x 10 sets x \$0.15/sheet x 2 submittals	\$480.00
▪ Wetland Delineation Booklet Assume 187 sheets x 6 sets x \$0.15/sheet	\$168.30
▪ Hydrologic & Hydraulic Analysis Report (2 Submittals) Assume 80 sheets x 10 sets x \$0.15/sheet x 2 submittals	\$240.00
▪ Final Evaluation Booklet Assume 160 sheets x 10 sets x \$0.15/sheet	\$240.00
Shipping Expense: 40 submittals x \$15.00/submittal	\$600.00
Vehicle Expense: 1,960 miles x \$0.50/mile	<u>\$980.00</u>
Anticipated Direct Cost Estimate:	\$3,668.30