



Civil Engineering
Surveying
Water Resources Management
Water & Wastewater Engineering
Supply Chain Logistics
Construction Management
Environmental Sciences
Landscape Architecture
Land Planning

October 22, 2018

Mr. Mike Warner, P.E., CFM
Executive Director
Lake County Stormwater Management Commission
500 W. Winchester Road
Libertyville, IL 60048

**RE: NORTH BRANCH WATERSHED WORKGROUP
TECHNICAL ASSISTANCE**

Dear Mike:

We appreciate the opportunity to submit a proposal to provide technical support to the North Branch Watershed Workgroup. Manhard offers to provide as needed services on a Time and Materials Basis, up to an amount not-to-exceed \$6,000. Marcy Knysz will provide services at the agreed upon rate of \$135.00 per hour. Other staff may be utilized at a lower billing rate. This proposal is for work that will be completed between December 1, 2018 and November 30, 2019. Tasks may include, but are not limited to:

1. Attend meetings.
2. Assist with organization and development of the group.
3. Assist with the workgroup budget.
4. Meeting coordination and facilitation.
5. Coordinate with regulatory agencies.
6. Coordinate with other contractors and labs.
7. Development of bylaws, contract documents, request for proposals, QAPP, Work Plan, Monitoring Strategy, and workgroup specific documents, presentations, etc.

We have included "Exhibit A", which details services not included in the scope of this Proposal. If you would like to add any of the listed additional services, please notify us and we will revise this Proposal accordingly.

The terms of the attached "General Terms & Conditions" dated January 1, 2015, which Client hereby acknowledges receiving, are incorporated and made a part of this Proposal. If the above is acceptable, please have this Proposal executed. We will begin work as soon as we receive an executed copy of this Proposal. This Proposal will be null and void if not accepted by December 31, 2018.

Thank you again for the opportunity to submit this proposal. Should you have any questions, please do not hesitate to contact us.

Yours truly,
MANHARD CONSULTING, LTD.

A handwritten signature in blue ink that reads 'Marcy R. Knysz'.

Marcy Knysz, AICP, LEED AP, CPESC
Senior Project Manager

A handwritten signature in blue ink that reads 'Peter Stoehr'.

Peter Stoehr, P.E.
Manager of Government Services



ACCEPTED: LAKE COUNTY STORMWATER MANAGEMENT COMMISSION

By:

Brandon J. Jones
(Authorized Representative)

Title:

NBWW PRESIDENT

Brandon J. Jones
(Printed Name)

Date:

11/15/18

Invoices will be sent to the Client via email. Invoices should be forwarded to:

Name: _____

Email: _____

Phone: _____



GENERAL TERMS AND CONDITIONS

January 1, 2015

1. **ONE INSTRUMENT/INCONSISTENCIES** – These GENERAL TERMS AND CONDITIONS, and the Manhard PROPOSAL to which these terms are attached (collectively this "Agreement") shall be deemed one instrument. Wherever there is a conflict or inconsistency between the provisions of these GENERAL TERMS AND CONDITIONS, the PROPOSAL, and any plans or specifications, as applicable, the provisions provided for in these GENERAL TERMS AND CONDITIONS shall, in all instances, control and prevail. These GENERAL TERMS AND CONDITIONS shall apply to the work provided in the PROPOSAL to which this is attached or an amendment or modification, including an AGREEMENT FOR ADDITIONAL SERVICES.
2. **ENTIRE AGREEMENT** – These GENERAL TERMS AND CONDITIONS, the PROPOSAL, and any plans or specifications represent the entire Agreement between the Parties and supercedes any and all prior oral or written understandings between the Parties. Changes to these GENERAL TERMS AND CONDITIONS shall only be binding when in writing and agreed to by both parties.
3. **AUTHORIZATION TO SIGN** – The person signing this Agreement represents and warrants that he/she is signing this Agreement on behalf of the Client and is authorized to enter into this Agreement on the Client's behalf.
4. **CHANGES IN REGULATORY ENVIRONMENT** – The services provided by Manhard under this Agreement were determined based upon the applicable municipal, county, state and/or federal regulations, codes, laws and requirements that were in existence on the date of this Agreement. Any material additions, deletions or changes in the regulatory environment, which require an increase in the scope of services to be performed, will be an Additional Service.
5. **CONTROLLING LAW** – This Agreement is to be governed by the laws of the State of Illinois.
6. **CURE PERIOD** – If during the project term, Client observes or becomes aware of any improper service which has been provided by Manhard, Client agrees to immediately notify Manhard of the same, in writing. Manhard shall then have five working days to cure, or begin to cure in a diligent manner, such improper service before Client may exercise its rights under any default and remedy provision provided for in this Agreement, including the right to take corrective action prior to the termination of the cure period. If Client fails to notify Manhard of any defects within thirty (30) working days of learning of the defects, any objections to Manhard's work shall be waived. Manhard will not accept any backcharges unless Client has complied with the foregoing and allowed Manhard the opportunity to cure any problem.
7. **DELAYS** – Client agrees that Manhard shall not be responsible for damages arising directly from any delays for causes beyond Manhard's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes, severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if delays resulting from any such causes increase the cost or time required by Manhard to perform its services in an orderly and efficient manner, Manhard shall be entitled to an equitable adjustment in schedule and/or compensation.
8. **ENGINEER'S OPINION OF PROBABLE COST** – Manhard's Opinions of Probable Cost provided for herein, if applicable, are to be made on the basis of Manhard's experience and qualifications and represents Manhard's judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, because Manhard has no control over the cost of labor, materials, equipment or services furnished by others, the Contractor's methods of determining prices, or competitive bidding or market conditions, Manhard cannot and does not warrant, represent or guarantee that proposals, bids or actual construction cost will not vary from Manhard's Opinions of Probable Cost. If Client wishes greater assurance as to probable construction cost, Client shall employ an independent cost estimator.
9. **INDEMNIFICATION CLAUSE** – The Client agrees to indemnify and hold harmless Manhard, its officers and employees from any and all third-party claims or losses to the extent caused by Client's negligent acts or omissions in its performance of any of Client obligations under this Agreement and any activities or services thereunder. Manhard agrees to indemnify, and hold harmless Client, its officers, and employees from any and all third-party claims or losses to the extent caused by Manhard's negligent acts or omissions in its performance of any of its obligations under this Agreement and any activities or services supported hereunder.
10. **MANHARD'S INSURANCE COVERAGE** – Before work is commenced on the site, and throughout the duration of the project, Manhard shall maintain the following insurance coverage so as to indemnify Client from all claims of bodily injury or property damage that may occur from Manhard's negligence:
 - a. Workmen's compensation and occupational disease insurance covering all employees in statutory limits who perform any obligations assumed under Contract.
 - b. Public liability and property damage liability insurance covering all operations under contract; the limits for bodily injury or death not less than \$2,000,000 for each accident; for property damage, not less than \$500,000 for each accident.
 - c. Automobile liability insurance on all self-propelled vehicles used in connection with the Project, whether owned, non-owned or hired; public liability limits of not less than \$1,000,000 for each accident.

At the Client's request, Manhard shall (i) provide a Certificate of Insurance evidencing Manhard's compliance with the above requirements, and (ii) include Client as an "additional insured" on the insurance policy.



11. **LIMITATION OF MANHARD'S LIABILITY** – In recognition of the relative risks of the Project to the Client and Manhard, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Manhard and Manhard's consultants to Client, to Contractor and any Subcontractors on the Project and to those claiming by or through Client for any and all claims, losses, costs, damages or claim expenses from any cause or liability of Manhard's or Manhard's consultants to all of those named herein with respect to the Project shall not exceed \$50,000.00 or the agreed upon professional services fee, whichever is greater. Should Client desire a greater limitation of liability it is available for an additional fee as agreed to in writing by Client and Manhard.

Client acknowledges and understands that Manhard's liability exposure for potential claims related to its performance of services is being specifically limited by this Agreement, and that Client's potential recovery in a claim situation is limited to the amount herein. Client agrees that based upon Manhard's fee and services, it is unreasonable to hold Manhard responsible for liability exposure greater than the set limit.
12. **INFORMATION TO BE PROVIDED TO MANHARD** – Client agrees to provide Manhard with such site information as may be needed to enable Manhard to perform its services. Such information may include but shall not be limited to: latest plat of record; current title report and the documents contained therein; previous reports; title search report/chain-of-title documents; copies of environmental permits, registrations, liens, or cleanup records for the property; building plans and specifications; location, elevation and sizes of existing gas, telephone, electrical, street lighting and cable television lines on-site and off-site; boundary survey; wetland delineation; soil borings; archaeological phase 1 survey; first floor foundation plan and such other information as may be requested by Manhard, from time to time. Client shall not be responsible for providing site information which Manhard has specifically agreed to provide in its Proposal.
13. **MANHARD'S RELIANCE ON INFORMATION PROVIDED** – Manhard may rely on the accuracy and completeness of any information furnished to Manhard by or on Client's behalf. Furthermore, Client agrees to hold Manhard harmless from any engineering errors, including but not limited to, grading, earthwork analysis and off-site stormwater outlets, resulting from inaccurate site information which is provided by Client, including topographical surveys which have been prepared by consultants other than Manhard.
14. **PAYMENT** – Invoices will be submitted to the Client for payment on a monthly basis as the work progresses.
15. **REIMBURSABLES** – Reimbursable expenses shall mean one hundred eighteen percent (118%) of all costs incurred by Manhard relative to the Project, including without limitation all outside consultants' fees, reproduction costs, messenger or special mail service, and other Project-related expenses.
16. **PERMITS & FEES** – Unless the proposal specifically provides otherwise, Client shall be responsible for paying all application and permit fees and obtaining all permits. Manhard does not warrant, represent or guarantee that the permits or approvals will be issued.
17. **RIGHTS-OF-WAY & EASEMENTS** – Client shall be responsible for obtaining (or vacating) all right-of-way, easements, real covenants and/or agreements necessary for the proper development of the property, including but not limited to right-of-way and easements which may be necessary for roadway and access improvements; stormwater conveyance and detention; sanitary sewer collection, pumping and treatment facilities; water distribution, treatment or storage facilities; and temporary construction access.
18. **SEVERABILITY** – If any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.
19. **STANDARD OF CARE** – Manhard will strive to perform its services in accordance with a manner consistent with the level of care and skill ordinarily exercised by other Design Professionals in the same locale.
20. **TERMINATION** – This Contract shall terminate at the time Manhard has completed its services for Client, or prior to that time, if one party provides to the other party written notice, whereby such termination date shall be effective seven (7) days after receipt of such notice. Client agrees to pay for all services, expenses and charges, as agreed, which have been incurred by Manhard through the date of termination.
21. **THIRD PARTY BENEFICIARY** – If Client is a contractor for the owner of the property, the parties acknowledge that Manhard is intended to be a third party beneficiary of the construction contract entered into between owner and Client.
22. **USE OF DOCUMENTS AND ELECTRONIC DATA** – All documents (including drawings and specifications) as well as electronic data (including designs, plans or data stored in machine readable form) that are provided to Client are instruments of service with respect to the Project. The reproduction of the documents/electronic data from Manhard's system to an alternate system cannot be accomplished without the introduction of inexactitudes, anomalies and errors, and therefore, Manhard cannot and does not make any representations regarding such compatibility.
23. **MANHARD'S SITE VISITS** – If requested by Client or as required by the Proposal, Manhard shall visit the site at intervals appropriate to the various stages of construction as Manhard deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor's work. Construction staking or survey control staking is not considered a site visit. Such visits and observations by Manhard are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve inspections of the work beyond the responsibilities specifically assigned to Manhard in this Agreement, but rather are to be limited to spot checking, and similar methods of general observation of the work based on Manhard's exercise of professional judgment. Based on information



obtained during such visits and such observations, Manhard shall endeavor to determine in general if such work is proceeding in accordance with the contract documents and Manhard shall keep Client informed of the progress of the work.

The purpose of Manhard's visits to the site will be to enable Manhard to better carry out the duties and responsibilities assigned to and undertaken by Manhard hereunder including, but not limited to, visits during the Construction Phase and the Surveying Phase. Manhard shall not, during such visits or as a result of such observations of work in progress, supervise, direct or have control over the work, nor shall Manhard have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work, for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to the furnishing and performing the work or authority to stop the work. Accordingly, Manhard neither guarantees the performance of any contractor(s) nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract documents. Should the Client determine that such service is necessary, Manhard will provide such services as the resident project representative as an Additional Service.

Manhard shall not have the authority to instruct any contractor to suspend or terminate its work on the Project. Manhard shall not be responsible for the acts or omissions of any contractor(s), or of any subcontractor(s), any supplier(s), or of any other person or organization performing or furnishing any of the work.

24. **DESIGN WITHOUT CONSTRUCTION ADMINISTRATION** – It is understood and agreed that Manhard's basic services under this Agreement do not include project observation or review of the Client's performance or any other construction phase services, and that such services will be provided for by the Client.



EXHIBIT A ADDITIONAL SERVICES

Additional services (including, but not limited to those listed below) shall be performed by Manhard, if requested, at an additional cost ("Additional Services"). The following services or items are not included within the scope of work outlined in this PROPOSAL to which this is attached unless specifically set forth therein. Such additional services shall be provided either for an agreed upon Lump Sum Fee or on a Time and Material Basis, subject to the rates as listed below:

SCHEDULE OF TIME AND MATERIAL RATES FOR 2018

<u>CATEGORY</u>	<u>CURRENT HOURLY RATES</u>
President	\$195.00
Executive Vice President	\$195.00
Vice President	\$180.00
Area Manager	\$175.00
Senior Project Manager	\$140.00 - \$180.00
Director	\$120.00 - \$160.00
Senior Planner	\$110.00 - \$160.00
Manager of Community Development	\$140.00 - \$160.00
Project Manager	\$130.00 - \$150.00
Survey Manager	\$135.00 - \$150.00
Senior Construction Manager	\$125.00 - \$145.00
Project Engineer	\$105.00 - \$140.00
Project Surveyor	\$105.00 - \$125.00
Senior Design Technician	\$110.00 - \$120.00
Construction Manager/Coordinator	\$105.00 - \$120.00
Construction Inspector	\$85.00 - \$110.00
Staff Engineer	\$95.00 - \$110.00
Staff Surveyor	\$95.00 - \$110.00
Staff Planner	\$80.00 - \$120.00
Design Technician	\$85.00 - \$115.00
Engineering CADD/G.I.S. Technician	\$75.00 - \$105.00
Land Planner/Environmental Planner	\$85.00 - \$110.00
Survey/Construction Technician	\$85.00 - \$105.00
Landscape Designer/Architect	\$90.00 - \$140.00
Administrative Assistant	\$65.00
Intern	\$55.00
CADD Work Station	\$42.00
1-Person Crew	\$125.00
2-Person Crew	\$165.00
Expert Testimony & Depositions	\$250.00
<u>REIMBURSABLES</u>	
Mileage	\$0.55/mile
Printing – Paper	\$0.15/sf
Printing – Vellum	\$1.75/sf
Printing – Mylar, Film, Clear Acetate	\$2.50/sf

I. ENVIRONMENTAL SERVICES

- A. Completion of a title search for the property.
- B. Evaluation of additional non-scope considerations including, but not limited to, asbestos-containing materials, floodplains, radon, lead-based paint, lead in drinking water, threatened/endangered species, historic/cultural resources, etc.

II. ALL WETLANDS SERVICES

III. ALL LAND PLANNING SERVICES

IV. ALL LANDSCAPE ARCHITECTURAL SERVICES

V. ALL TRAFFIC SERVICES

VI. ALL TOPOGRAPHICAL SURVEYING SERVICES

VII. ALL SURVEYING SERVICES



VIII. ALL FINAL ENGINEERING SERVICES

IX. ALL CONSTRUCTION SERVICES

X. MISCELLANEOUS

- A. Attend additional meetings or public hearings not outlined above, with the Client, design team, or governmental agencies, including preparation of Exhibits.
- B. Coordination and filing as required for municipal meetings and hearings.
- C. Providing additional services in connection with the project including services normally furnished by the Client or services not otherwise provided for in this proposal such as, but not limited to, the use of consultants to prepare:
 - Traffic studies, reports, or traffic signal design
 - Highway, parking lot or driveway lighting design
 - Soils reports, borings, testing or inspections
 - Structural or electrical designs
 - Architectural services
 - Landscaping plans
 - Tree surveys
 - Historical preservation and archaeological studies or reports
 - Endangered species investigation and reports
- D. Preparation of electronic documents/data including, but not limited to, topographic surveys, plats, base drawings, preliminary engineering plans, landscape plans, final engineering plans and specifications, for transmittal to subconsultants. This service will be provided for a fee of \$500.00.
- E. Overnight mail, messenger services, prints or mylars.
- F. Revisions of previously approved site "sketch" plans, studies, reports, design documents, preliminary engineering plans, drawings and specifications, after substantial completion of preliminary or final design.
- G. Providing additional services in connection with the Project to assist in obtaining permits from governmental agencies other than those listed.
- H. Planning, design, construction staking or construction services in connection with installation or relocation of utilities such as electrical, telephone, gas or cable television.
- I. Services resulting from facts revealed about conditions: 1) which are different from information about such conditions that Client previously provided to Manhard and upon which Manhard was entitled to rely; or 2) as to which Client had responsibility to provide information and such information was not previously provided.
- J. Preparing documents for alternate bids requested by Client for Contractor's work which is not executed or documents for out-of-sequence work.
- K. Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is expressly included as part of Basic Services).

