



Civil Engineering
 Surveying
 Water Resources Management
 Construction Management
 Landscape Architecture
 Land Planning

April 11, 2023

Mr. Jesse Blazek
 Palos Heights Public Library
 12501 South 71st Avenue
 Palos Heights, Illinois, 60463

**RE: PROPOSAL FOR SURVEYING, CIVIL ENGINEERING, AND CONSTRUCTION SERVICES
 PROPOSED PARKING LOT MAINTENANCE
 PALOS HEIGHTS, ILLINOIS**

Dear Mr. Blazek:

We appreciate the opportunity to submit a proposal to provide survey, civil engineering, and construction services to Palos Heights Public Library, Owner of the subject property. Services are in connection with pavement maintenance activities at the site located at 12501 South 71st Avenue in Palos Heights, Illinois, as described by Dan Eallonardo, Independent Construction Services, acting as the owner representative, and based on observations at a site visit on January 27, 2023. Manhard Consulting (Manhard) offers to provide the following services for fees as detailed below:

**LUMP SUM
 FEE**

I. TOPOGRAPHIC SURVEY PHASE

These fees assume that all items in this phase would be completed simultaneously and would include:

- | | | |
|----|--|---------|
| A. | On-Site Topographic Survey of the \pm 0.80-acre asphalt paved parking area on the west side of the public library located at 12501 South 71 st Avenue, Palos Heights, Illinois. This survey would include: sufficient spot elevations to determine existing drainage patterns and generate contours at one-foot intervals; locations of trees/limits of tree lines; locations of existing buildings; and locations and elevations of visible above-ground utility structures as required for civil engineering design purposes. This work does not include preparation of a Boundary Survey and boundary lines would not be shown unless a Boundary Survey has been completed by Manhard. This fee assumes that a benchmark is located within 1,000 feet of the site and would not include location of buried utilities (i.e., gas, telephone, electric, cable TV, sewer, etc.) | \$4,000 |
|----|--|---------|

If Client desires to have Manhard locate those utilities as marked by J.U.L.I.E., or a third-party utility company (i.e., gas, telephone, electricity, street lighting, cable television, etc.), it is imperative that Client has the J.U.L.I.E., or third-party utility company locate completed prior to Manhard beginning topography. If the locate is not completed, this work would then be completed as an additional service.



**LUMP SUM
FEE**

II. FINAL ENGINEERING DESIGN PHASE

This phase would be completed after the Client, or the Client's representative has provided authorization to proceed.

A.	Prepare CAD generated civil engineering drawings and specifications for on-site improvements as detailed below:	\$6,500
1.	Demolition plan depicting the paved areas to be removed.	
2.	Site Improvements Plan depicting the layout, elevations, and paving improvements for the maintenance area. The maintenance area is defined as the asphalt driveway and parking lot bound by 125 th Street to the north, and the existing barrier curb to the south, east, and west.	
3.	Utilizing Manhard standard documents, prepare a specification and construction detail sheet for proposed improvements.	
B.	Assist in obtaining Metropolitan Water Reclamation District of Greater Chicago (MWRD) Permit Determination Letter to confirm no MWRD permits will be required for the scope of work.	\$1,000
C.	Assist in soliciting proposals from Geotechnical Consultants to provide pavement cores or other geotechnical input regarding the appropriate/desired pavement sections.	Time and Material Basis \$750 Suggested Budget
D.	Assist in engineering construction administration to provide review for and respond to RFI's and Shop Drawings/Submittals for items in civil construction documents.	Time and Material Basis \$1,000 Suggested Budget

The above scope and fees do not include any services related to:

1. Utility improvements, including Storm Sewer, Sanitary Sewer and Watermain Improvements.
2. Sidewalk/Curb improvements adjacent to the building entrance associated with ADA accessibility.
3. Assistance in obtaining permits for the paving work described in the engineering plans.

At the time of this proposal, it is understood that improvements are to be limited to the asphalt areas, and that the Contractor will be obtaining permits. Should the Owner request that Manhard provide any additional permitting assistance, or should additional improvements be necessary we would be happy to provide a separate proposal for this work.



**LUMP SUM
FEE**

III. BID ASSISTANCE PHASE

- | | | |
|----|--|---------|
| A. | Manhard shall assist client in preparing request for proposals (RFPs) by: | \$5,400 |
| 1. | Compiling bid invitations, relevant engineering drawings, and specifications for the services listed below: | |
| a. | Installation of construction access | |
| b. | Removal of existing asphalt pavement | |
| c. | Earthwork and grading (If required) | |
| d. | Installation/Repair of storm sewer (If required) | |
| e. | Completion of proof roll evaluations & undercuts (If required) | |
| f. | Installation of aggregate base | |
| g. | Installation of curb (If required) | |
| h. | Installation of asphalt binder and surface course | |
| i. | Installation of pavement striping | |
| j. | Landscaping, seeding and stabilization (If required) | |
| 2. | Manhard shall distribute RFPs to contractors or subcontractors (collectively "Contractors") as directed by Client. | |
| 3. | Manhard shall collect responses to RFP's from Contractors. | |
| B. | After receiving one or more proposals, and after the relevant due date has expired, Manhard shall review all properly submitted proposals and provide Client with a summary listing the contractor's, their fees, and significant conditions or contingencies expressly placed on their services requested in the RFP. | |

Manhard shall not be responsible for reviewing the legality of the Client's Contract ("Contract") with Contractor. The client acknowledges and agrees that if the client has any questions regarding the legality of the Contract, Client shall not rely on any information or advice provided to Client by Manhard. The Client further acknowledges and agrees that Client shall contact an attorney to resolve any questions Client may have regarding the legality of the Contract.

IV. CONSTRUCTION OBSERVATION AND ASSISTANCE PHASE

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|-----|---|---------|
| A. | Manhard shall monitor Contractors' performance during the following activities, or an as requested basis: | \$3,400 |
| 1. | Installation of construction access | |
| 2. | Removal of existing asphalt pavement | |
| 3. | Earthwork and grading (If required) | |
| 4. | Installation/Repair of storm sewer (If required) | |
| 5. | Completion of proof roll evaluations and undercuts (If required) | |
| 6. | Installation of aggregate base | |
| 7. | Installation of curb (If required) | |
| 8. | Installation of asphalt binder and surface course | |
| 9. | Installation of pavement striping | |
| 10. | Landscaping, seeding and stabilization (If required) | |

The budget for this phase is based on three site visits, 5 hours per visit.



**LUMP SUM
FEE**

- B. Manhard shall prepare a punch list identifying, within reason, any deficiencies in the Contractor's final work. Manhard shall attempt to create the punch list in coordination with any Agency requiring an inspection of Contractor's final work. \$2,400

V. MEETINGS (DESIGN/BIDDING)

Attendance at Client meetings, coordination calls/meetings, pre-bid meeting with Contractors, and pre-construction meetings with the Owner and Contractor.

Time and
Material Basis
\$1,500
Suggested Budget

The budget listed is based on two conference calls/virtual meetings, and two on-site meetings.

VI. REIMBURSABLES

Reimbursables shall include outside consultant's fees, reproduction costs, messenger or special mail service, mileage, or other project-related expenses.

Time and
Material Basis
\$250
Suggested Budget

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, mileage, and other Project-related expenses.

This proposal is limited to those services specifically listed herein. We have not included any off-site improvements.

These fees assume that the survey would not be completed during extreme weather conditions or after a significant snow event. Additional expense may be incurred due to snow and ice on the ground.

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 August 15, 2023, which Client hereby acknowledges receiving, are incorporated and made a part of this Proposal. The lump sum fees for all services to be completed that are not authorized by Client within 60 days from the date of the proposal may be subject to increase. Due to inflation, pricing may be subject to increase on a 6-month basis. If the above is acceptable, please have this Proposal executed. At the discretion of Manhard, this proposal may be deemed null and void if not accepted by Client within 60 days from the date of the proposal.



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

Quinten D. Hoogenboom, P.E.
Sr. Project Manager

Peter N. Solmo
Construction Manager

The undersigned is the (a) _____ actual owner of record of the property; (b) _____ authorized agent of the owner of the property; (c) _____ contract purchaser of the Property; (d) _____ general contractor (e) _____ uncertain

If (b), (c), (d) or (e) is checked, the property owner's name and address is:

_____.

ACCEPTED: **Palos Heights Public Library**

By: _____
(Authorized Representative)

(Printed Name)

Title: _____

Date: _____

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

Name: _____

Email: _____

Phone: _____

GENERAL TERMS AND CONDITIONS

August 15, 2023

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. Client’s authorization to Manhard to commence the performance of the services under this Agreement shall be deemed as Client’s acceptance of these GENERAL TERMS AND CONDITIONS.
2. **ENTIRE AGREEMENT** – These GENERAL TERMS AND CONDITIONS, the PROPOSAL, and any plans or specifications represent the entire Agreement between the Parties and supersedes 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. **REMEDIES** – All disputes between relating to this Agreement or the Project (as defined in the Proposal) shall first include a meet and confer session between decision makers from both parties. If a resolution cannot be obtained, then the dispute shall be submitted to mediation with a mediator selected by the Parties. The costs of the mediator shall be split evenly between Client and Manhard. If the Client and Manhard cannot agree on a mediator, then each of Client and Manhard shall nominate a mediator and the two nominated mediators shall select the ultimate mediator. Client and Manhard shall include a similar mediation provision in all of their respective agreements with other parties regarding the Project and will require all such other persons or entities to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers and fabricators. Such mediation shall be a condition precedent to a party filing any judicial or other proceeding against the other, except with regard to delinquent fees owed to Manhard.

No claim can be made for professional negligence, either directly or by way of cross complaint against Manhard, unless Client has first provided Manhard with a written certificate of merit executed by an independent consultant currently practicing in the same discipline as Manhard, and licensed in the state the Project is located in. The certificate of merit should contain the name and license number of the certifier, the specific acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances, and the basis for the certifier’s opinion. The certificate of merit shall be provided to Manhard not less than thirty (30) calendar days prior to presentation of any claim for any mediation or judicial proceeding.
4. **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.
5. **BREACH AND COST OF COLLECTION** – In the event Client breaches the terms of this Agreement, Manhard shall be entitled, in addition to the specific remedies provided for in this Agreement, to pursue all remedies available at law or in equity. Client further agrees that Manhard shall be entitled to recover all costs incurred in enforcing any provision of this Agreement, including court costs and reasonable attorney’s fees. All payments received from the Client will be credited first to interest, then to the cost of enforcement, and then to the amount due to Manhard.
6. **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. Client and Manhard expressly acknowledge that the time and duration of public and governmental reviews and approvals is uncertain and outside their respective control. In the event of prolonged or excessive public or governmental review, Client and Manhard shall collaborate and negotiate in good faith for a modification of applicable schedule and fees.
7. **CONTROLLING LAW** – This Agreement is to be governed by the laws of the State of Illinois. The venue for any action arising out of this Agreement shall be the state of Illinois.
8. **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.
9. **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, pandemics, epidemics 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.
10. **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. The parties acknowledge that the Project design will evolve through the completion of the Project and is subject to outside factors, including, but not limited to, permit approval and review. Client shall carry sufficient contingencies in both budget and schedule to reasonably account for such design evolution and outside factors.
11. **INDEMNITY** – To the fullest extent permitted by law, the Client shall waive any right of contribution and shall indemnify and hold harmless Manhard and its employees from and against claims, damages, losses, and expenses, including reasonable attorneys’ fees, to the extent caused

by Client's negligence or the negligence of Client's agents. This indemnity shall not require the Client to indemnify Manhard for the negligent acts of Manhard or its agents.

To the fullest extent permitted by law, Manhard shall waive any right of contribution and shall indemnify and hold harmless the Client, and its employees from and against claims, damages, losses, and expenses, including reasonable attorneys' fees, to the extent caused by Manhard's negligence or the negligence of Manhard's agents. This indemnity shall not require Manhard to indemnify the Client for the negligent acts of the Client or its agents.

12. **MANHARD'S INSURANCE COVERAGE** – Before work is commenced on the site, and throughout the duration of the services performs, Manhard shall maintain the following insurance coverage:

- a. Workmen's compensation and occupational disease insurance covering all employees in statutory limits who perform any obligations assumed under Contract.
- b. Commercial general liability insurance covering operations under contract; the limits for bodily injury or death not less than \$1,000,000 for each occurrence.
- 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.
- d. Professional liability insurance with limits of not less than \$1,000,000 per claim, \$2,000,000 annual aggregate.

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 commercial general and automobile liability policies.

13. **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 to 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.

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.

14. **CONTRACTOR'S INSURANCE COVERAGE** – Client shall require the General Contractor (if any) and all site work contractors to list Manhard as an additional insured to the limits on their insurance policies. The policy shall contain a waiver of subrogation against Manhard and Client.

15. **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.

16. **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.

17. **PAYMENT** – Invoices will be submitted to the Client for payment on a monthly basis as the work progresses. Invoices are due within thirty days of rendering. Within thirty days of receipt of Invoice, Client shall examine the invoice in detail to satisfy themselves as to its accuracy and completeness and shall raise any question or objection that Client may have regarding the invoice within this thirty-day period. After sixty (60) days from receipt of invoice, Client waives any question or objection to the invoice not previously raised. If Client fails to make any payment due Manhard for services and expenses within thirty days after receipt of Manhard's invoice therefore, the amounts due Manhard will be increased at the rate of 1.0 percent per month (or the maximum rate of interest permitted by law, if less), from said thirtieth day. In addition, Manhard may, after giving notice to Client, suspend services under this Agreement until Manhard has been paid in full all amounts due for services, expenses, and charges. In the event Manhard elects to suspend its services, and after receipt of payment in full by Client, Manhard shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Manhard to resume performance. In addition, prior to commencing such services, Manhard shall have the right, from time to time, to require Client to provide a retainer payment for services to be rendered. Manhard shall have no liability to Client for any costs or damages incurred as a result of such suspension that is caused by Client.

18. **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.

19. **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.

20. **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.

21. **STANDARD OF CARE** – Manhard will strive to perform its services in accordance with a manner consistent with and limited to the level of care and skill ordinarily exercised by other Design Professionals in the same locale and under similar conditions ("Standard of Care"). Manhard shall perform its services as expeditiously as is consistent with such Standard of Care and the orderly progress of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other. There are no other express or implied warranties with respect to services performed.

22. **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.
23. **THIRD-PARTY BENEFICIARY** – Nothing in this Agreement shall create a contractual relationship between Manhard and any outside third party. The services performed under this Agreement are solely for the benefit of Client. 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.
24. **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. Upon receipt of payment for all services performed in connection with such documents prepared under the Agreement, Manhard grants an irrevocable non-exclusive license to the Client relative to the Client's use of the documents in connection with the Project. Client agrees not to reuse or make any modification to the documents without the prior written authorization of Manhard. The authorized reproduction of the documents/electronic data from Manhard's system to an alternate system cannot be accomplished without the introduction of inaccuracies, anomalies, and errors, and therefore, Manhard cannot and does not make any representations regarding such compatibility. With respect to such reproduction or unauthorized use, Client agrees to indemnify and hold Manhard harmless from all claims, damages, losses, and expenses, including reasonable attorneys' fees and costs, arising from Client's unauthorized use, misuse, modification or misinterpretation of the documents or electronic data.
25. **WAIVER OF CONSEQUENTIAL DAMAGE** – In no event will either party be liable to the other party for exemplary, punitive, indirect, special, incidental, or consequential damages, including, but not limited to, loss of profits, revenue or benefits, loss of use of assets, or liquidated damages, related to this Agreement.
26. **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 outlined in the Proposal 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 job site 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. The means, methods, techniques, sequences, and procedures of construction and job site safety shall be the sole responsibility of the contractor(s). 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.
- Manhard shall have no responsibility for job site safety on the Project. The contractor and the Subcontractor's shall have full and sole authority for all safety programs and precautions in connection with the work. Manhard shall have no authority to take action whatsoever on the site regarding safety precautions and procedures.
27. **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. The Client assumes all responsibility for interpretation of any contract documents and for construction observation, and the Client waives any claims against Manhard for additional costs or delays that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Manhard, its officers, directors, employees and subconsultants (collectively, Manhard) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to any contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Manhard. If the Client requests in writing that Manhard provide any specific construction phase services and if Manhard agrees in writing to provide such services, then Manhard shall be compensated for Additional Services as provided in Exhibit A.
28. **STATUTE OF LIMITATIONS AND REPOSE** – All legal actions by either party against the other arising out of the Agreement or services performed are barred after five (5) years from completion of the services, or five (5) years from the termination of the Agreement, whichever is sooner. If the five (5) year duration is shorter than the shortest duration permitted by law, then the shortest duration permitted by law applies.
29. **NON-SOLICITATION** – Manhard and Client agree for the term of this Agreement and continuing for a period of one (1) year thereafter, neither party shall (a) directly or indirectly solicit or entice any employee of either party to terminate his or her employment relationship, and/or (b) employ any employee without express written consent of the other party. Damages shall be the amount of fees or \$100,000, whichever is greater.

**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 2024
(Note: Rates for services performed after June 30, 2024 are subject to annual adjustment)**

<u>CATEGORY</u>	<u>CURRENT HOURLY RATES</u>
President	\$260.00
Executive Vice President	\$250.00
Vice President	\$250.00
Operations Manager	\$210.00
Senior Project Manager	\$190.00 - \$250.00
Director/Manager	\$170.00 - \$190.00
Project Manager	\$170.00 - \$180.00
Project Engineer	\$145.00 - \$175.00
Senior Design Technician	\$140.00 - \$160.00
Staff Engineer	\$120.00 - \$130.00
Design Technician	\$115.00 - \$130.00
Engineering CADD/G.I.S. Technician	\$90.00 - \$130.00
GIS Manager	\$155.00
Senior Planner	\$150.00 - \$210.00
Staff Planner	\$100.00 - \$145.00
Landscape Architect	\$130.00 - \$180.00
Senior Construction Manager	\$170.00 - \$190.00
Project Surveyor	\$150.00 - \$170.00
Construction Manager/Coordinator	\$135.00 - \$155.00
Field & Safety Manager/Field & Technology Manager	\$130.00
Field Operations Manager	\$135.00
Staff Surveyor	\$130.00 - \$140.00
Survey/Construction Technician	\$115.00
High-Definition Scanning Technician	\$130.00
High-Definition Scanner	\$95.00
UAV Technician	\$130.00
1-Person Crew	\$165.00
2-Person Crew	\$210.00
Project Coordinator	\$100.00
Administrative Assistant	\$80.00
Intern	\$70.00
Nighttime Meeting Attendance (after 6 PM)	
V.P., Principal, Operations Manager	\$350.00
Senior Project Mgr., Director, Project Mgr.	\$290.00
Expert Testimony & Depositions	\$315.00
<u>REIMBURSABLES</u>	
Mileage	\$0.67/mile
Printing – Paper (in-house)	\$0.15/sf
Printing – Vellum (in-house)	\$1.75/sf
Printing – Mylar, Film, (in-house)	\$2.50/sf

I. ALL ENVIRONMENTAL SERVICES

II. ALL WATER AND WASTEWATER SYSTEMS SERVICES

III. ALL WETLANDS SERVICES

IV. ALL LAND PLANNING SERVICES

V. ALL LANDSCAPE ARCHITECTURAL SERVICES**VI. ALL TRAFFIC SERVICES****VII. TOPOGRAPHICAL SURVEYING SERVICES**

- A. Preparation of off-site topographic surveys.
- B. Preparation of a detailed topographic survey inside the limits of on-site wetlands.
- C. Surveying of utilities located by J.U.L.I.E./utility locator service unless located prior to Manhard beginning topography.
- D. Verification or determination of existing underground utilities that cannot be determined from visible observation and site topography. This would include uncovering buried or submerged structures or completing a "J.U.L.I.E." locate. Locations of existing door and stoops, and upper level or basement floor elevations for existing buildings.
- E. Drain tile survey or design.

VIII. ALL SURVEYING SERVICES**IX. FINAL ENGINEERING SERVICES**

- A. Preparation of engineering design and plans for any off-site utility or highway entrance improvements.
- B. Revisions due to plan reviews or Base Flood Elevation (BFE) calculations as required by the Metropolitan Water Reclamation District of Greater Chicago.
- C. Preparation of an Earthwork Analysis, including Plan Revisions.
- D. Preparation of an Engineer's Opinion of Probable Cost.
- E. All revisions required by the Metropolitan Water Reclamation District of Greater Chicago.
- F. Design or plan preparation of retaining walls.
- G. Preparation of detailed floodplain and/or floodway studies of any stream or drainage system to determine base flood elevations and stream flows and velocities.
- H. Work in connection with preparation of plans, application and field surveys required to obtain a Federal Emergency Management Agency Letter of Map Revision.
- I. All work in connection with obtaining a permit from the Illinois Department of Transportation or County Department of Transportation, including plan preparation, drainage calculations and dam safety permits.
- J. Completion of a downstream sanitary or storm system study.
- K. Analysis or study of municipal water system (including pressure and flow).
- L. Revisions to the Engineering Plans, Stormwater Reports, or studies resulting from additional or excessive reviews from governmental agencies due to policy and/or staff changes within the regulatory agency after initial submission to the regulatory agency. These items may include revisions resulting from: (1) preferences from a specific reviewer not required by ordinance; (2) changes to codes, ordinances or requirements made after the date of signed contract; and (3) changes to design requirements and approach that differ from previously approved plans in the community, or that differ from previous direction received from the community.
- M. Preparation of NPDES compliant Stormwater Pollution Prevention Plan.

X. CONSTRUCTION SERVICES

- A. Construction and surveying services, including verification and/or preparation of a wetland or tree location survey, verification or determination of existing underground utilities that cannot be determined from visible observation and site topography, staking of proposed improvements and preparation of record drawings.
- B. Setting of lot corners after construction of single-family homes or multi-family buildings.
- C. Staking for individual driveway curb cuts, tree protection or silt fencing.
- D. Field verification of building pad elevations following grading operations.
- E. Preparation of a punch list or assistance in coordination and correction of punch list items including obtaining governmental approval and acceptance.

- F. Performing the duties of a construction coordinator including providing daily log of activities, field review of time and material work, and advising Contractors of the Client's schedules.
- G. Providing periodic or full-time on-site construction observation.
- H. Providing record information for gas, electric, telephone or cable television.
- I. Monitoring as required by the NPDES.

XI. 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
 - Wetland delineations, reports or permitting
 - Environmental reports
- D. Snow removal required to complete surveying or wetland delineation.
- E. 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.
- F. Overnight mail, messenger services, prints or mylars.
- G. Additional services due to significant changes in general scope or character of the Project or its design including, but not limited to, changes in size, complexity, or character.
- H. 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.
- I. Providing additional services in connection with the Project to assist in obtaining permits from governmental agencies other than those listed.
- J. Preparation of any special documents (other than the Final Engineering Plans and Contract Documents previously referenced in the Scope of Services) for Client's use in obtaining financing for the Project.
- K. Planning, design, construction staking or construction services in connection with installation or relocation of utilities such as electrical, telephone, gas, or cable television.
- L. 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.
- M. Preparing documents for alternate bids requested by Client for Contractor's work which is not executed or documents for out-of-sequence work.
- N. 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).