

C H A N G E I T E M R E Q U E S T



Walsh Construction Company II, LLC

Main Office:

929 W Adams Street
Chicago, IL 60607
PH: 312-563-5400 FX: 312-492-0601

Jobsite:

15300 West Ave
Orland Park IL 60462
PH: FX:

Project Name: **Palos Community Hospital - Ambulatory Care Center**

Contractor Project No.: **216049**

Owner Contract No.: **216049**

From: Thomas J Crane Jr

To: Palos Health - Timothy J. Brosnan

PCI No.:

5029

Revision No.:

0

OCO No.:

Date:

May 18, 2018

cc:

PCI File

Contractor proposes to complete the work as described below in accordance with its Contract Agreement. It is estimated that the described work shall necessitate 0 calendar days be added to the current project schedule. The Requested Total Dollars is for the direct cost associated with this Change Item Request (unless specifically noted otherwise).

A response is requested by end of day May 25, 2018

Scope Of Work:

Fitness Center Improvements: Fitness Center Improvements proposal to tie the Fitness Center's parking lot into Palos Health South Campus's entrance off West Ave. Please reference PCI 6108 for Site Package 3 allowance usage.

REQUESTED TOTAL DAYS: 0

REQUESTED TOTAL DOLLARS: ADD \$72,869.00

Impacted Sub-Contractor(s):

Qualifications:

1. Unless specifically noted otherwise in the detailed breakdown, the following items are excluded:
 - a. Costs associated with Winter Conditions.
 - b. Costs for Permits.
 - c. Costs for Testing (identified in Contract as by Owner).
 - d. Premium Time Labor, Acceleration, and Extended General Conditions.
 - e. Costs for Indirect and Impacted scope.
2. A timely response is requested by the date noted above. Lack of a timely response may cause this REQUEST to be voided (whereby Contractor shall proceed with Base Contract scope) or REQUEST may be subject to re-pricing and re-evaluation of schedule impact.
3. "UNITS", "QTY", and "UNIT COST" noted in the detailed cost breakdown are for estimating purposes only and shall not imply a T&M proposal. Proposals, or portions thereof, which have been submitted or approved as T&M, shall be specifically noted as such.

Attachments: Subcontractor Supporting Documentation (if not attached, available upon request)

NO WORK SHALL PROCEED UNTIL DIRECTION IS PROVIDED AND REQUEST EXECUTED BY OWNER.

Prepared By:

X

Reviewed By:

X

Walsh Construction Company II, LLC - Thomas J Crane Jr

Walsh Construction Company II, LLC -

By signing below, the Owner agrees to the changes proposed herein and authorizes Contractor to proceed with the indicated Scope of Work. The Owner further agrees and acknowledges i) that this signed change item request shall constitute an Owner Change Directive (or such other term as is defined in the Contract) and ii) that upon Contractor's agreement to the terms, Owner and Contractor shall execute a Change Order.

Agreed to by:

X

Palos Health - Timothy J. Brosnan

DATE:

C H A N G E I T E M R E Q U E S T

Project Name:	Palos Community Hospital - Ambulatory Care Center	PCI No.:	5029
Contractor Project No.:	216049	Revision No.:	0
Owner Contract No.:	216049	OCO No.:	

D E T A I L E D C O S T B R E A K D O W N

ITEM DESCRIPTION	UNITS	QTY.	UNIT COST	EXTEND	TOTALS
MISC DIRECT COST					
Walsh	LS			\$4,020.00	
Misc Direct Cost Subtotal					\$4,020.00
SUBCONTRACTED					
Subcontractor or Vendor Not Selected					
Asphalt/Concrete - Abbey	LS	1.00	\$22,600.00	\$22,600.00	
Damgaard - Landscape	LS	0.00	\$0.00	\$2,670.00	
Earthwork - Zenere	LS	0.00	\$0.00	\$23,053.00	
Engineering - EEA	LS	0.00	\$0.00	\$3,000.00	
QC/Testing - Terracon	LS	0.00	\$0.00	\$5,961.00	
Site Utilities - CJ	LS	0.00	\$0.00	\$9,165.00	
Survey - V3	LS	1.00	\$2,400.00	\$2,400.00	
Subcontracted Subtotal					\$68,849.00
PCI Subtotal					\$72,869.00
PCI GRAND TOTAL					\$72,869.00

ABBEY

1949 County Line Road • Aurora, IL 60502

Proposal

Submitted To:

Tom Crane
Walsh Construction
929 West Adams Street
Chicago, IL
tcrane@walshgroup.com
Phone: 708-942-5260 Fax:

Project:

PCH Fitness Center
15430 West Avenue
Orland Park, IL
Plan revision date: 8/26/16

Proposal date: 2/21/18

Abbey Paving respectfully submits the following specifications and estimates for the proposed project.

Base Bid:

Asphalt

We Propose To:

1. Provide approximately 3,685 SY of pavement consisting of 8" stone, 2.5" binder, and 1.5" surface course asphalt.
2. Stripe with (1) coat marking paint per plans.
3. Furnish and install (15) handicap signs per plans.

Abbey Paving agrees to complete above scope of work for the lump sum price of \$ 101,180.00

PCC

We Propose To:

1. Install approximately 1,225 LF of B-6 barrier curb.
2. Install approximately 635 LF of B-6.123 curb and gutter.
3. Install approximately 2,240 SF of 5" PCC sidewalk with WWF.
 - Price includes 90 LF of ADA Handicap Tiles.

Abbey Paving agrees to complete above scope of work for the lump sum price of \$ 64,250.00

Pricing assumes stone base furnished by others.

Option 1:

Asphalt

We Propose To:

1. Install approximately 390 SY of pavement consisting of 8" stone, 2.5" binder, and 1.5" surface course asphalt.
2. Install thermoplastic stop bar per plans.
3. Furnish and install (1) stop sign per plans.

Abbey Paving agrees to complete above scope of work for the lump sum price of \$ 18,575.00

PCC

We Propose To:

1. Install approximately 315 LF of B-6 barrier curb.

Abbey Paving agrees to complete above scope of work for the lump sum price of \$ 11,025.00

Pricing assumes stone base furnished by others.

Option 2:

Asphalt

We Propose To:

1. Install approximately 25 SY of asphalt paving consisting of 8" stone, 2.5" binder, and 1.5" surface course asphalt.

Abbey Paving agrees to complete above scope of work for the lump sum price of 3,200.00

PCC

We Propose To:

1. Install approximately 45 LF of B-6 barrier curb.

Abbey Paving agrees to complete above scope of work for the lump sum price of \$ 2,800.0

Pricing assumes stone base furnished by others.

General Clarifications:

Pricing assumes project is tax exempt.

Pricing assumes 1 mobilization during the 2018 construction season.

Pricing assumes suitable subgrade within $\pm .1$ foot provided by others. Pricing does not include costs for permits, bonds, testing, and layout. Terms are net 30 days.

Prepared by: _____ James S. Gillian - Project Manager

Note: Above terms may be withdrawn by Abbey Paving if not accepted within 45 days.

Acceptance of Proposal

By signing this agreement I accept the above prices, specifications and conditions. Abbey Paving is authorized to complete the work as specified and will be paid according to terms above.

Authorized Signature

Title

Date

BID OPTION 1+2 : \$35,600

SP3 ALLOWANCE : \$13,000

\$22,600



2/20/2018

Thomas Crane
Walsh Construction
929 Adams St
Chicago, IL 60607

Re: Palos Health & Fitness

Phone: (312) 498-8236
Email: tcrane@walshgroup.com

Dear Mr. Crane,

The following is a proposal based on sheets L1.0 & L2.0 dated August 26, 2016.

Description	Size	Qty.	Unit Price	Total
Autumn Blaze Maple	2.5"	5	\$ 459.00	\$ 2,295.00
Chicagoland Hackberry sub with Common	2.5"	6	\$ 459.00	\$ 2,754.00
Skyline Locust	2.5"	6	\$ 451.00	\$ 2,706.00
Red Oak	2.5"	5	\$ 531.00	\$ 2,655.00
Colorado Blue Spruce	8'	8	\$ 595.00	\$ 4,760.00
Thornless Cockspur Hawthorn	8'	9	\$ 406.00	\$ 3,654.00
Autumn Magic Aronia	24"	97	\$ 39.00	\$ 3,783.00
Annabelle Hydrangea	24"	48	\$ 41.00	\$ 1,968.00
Ames Kalm St Johns Wort 24" substituted with	5 gal	52	\$ 37.00	\$ 1,924.00
Green Jeans Currant sub with Green Mound	24"	49	\$ 42.00	\$ 2,058.00
Gro-Low Sumac	24"	40	\$ 39.00	\$ 1,560.00
Dwarf Korean Lilac	24"	106	\$ 39.00	\$ 4,134.00
Summer Beauty Allium	24"	37	\$ 25.00	\$ 925.00
White Coneflower	1 gal	53	\$ 9.00	\$ 477.00
Pixie Meadowbrite Coneflower	1 gal	94	\$ 12.00	\$ 1,128.00
Happy Returns Daylily	1 gal	94	\$ 8.00	\$ 752.00
Royal Occasion Daylily	1 gal	662	\$ 11.00	\$ 7,282.00
Viettes Little Suzy Rudbeckia	1 gal	396	\$ 9.00	\$ 3,564.00
Autumn Moor Grass	1 gal	308	\$ 10.00	\$ 3,080.00
Prairie Dropseed	3 gal	88	\$ 39.00	\$ 3,432.00
Purpleleaf Wintercreeper	4" pot	973	\$ 4.00	\$ 3,892.00
Plant Material Subtotal:				\$ 58,783.00

Palos Fitness

Page 1

Description	Size	Qty.	Unit Price	Total
Mulch	c.y.	125	\$ 60.00	\$ 7,500.00
Sod Areas per L1.0	s.y.	3,590	\$ 5.25	\$ 18,847.50
Topsoil @ 6" Depth in Sod Areas	c.y.	600	\$ 42.00	\$ 25,200.00
Topsoil @ 24" Depth in Site Planting Beds	c.y.	505	\$ 42.00	\$ 21,210.00
Topsoil @ 36" Depth in Parking Lot Islands	c.y.	320	\$ 42.00	\$ 13,440.00
Soil Amendments	c.y.	125	\$ 52.00	\$ 6,500.00
Tree Protection Fencing (2 Trees)	l.f.	160	\$ 6.00	\$ 960.00
Total:				\$ 152,440.50

It is our understanding that there are no state or municipal funds involved in this project. Additional charges apply if it is necessary to comply with Illinois State Prevailing Wages.

Alternate #1: Spoils generated from plantings hauled off site	Add: \$ 1,500.00
Alternate #2: Repair damaged turf east of Fitness Building	Add: \$ 5,180.00
Alternate #3: Repair sod at drive shown on CSK-25	Add: \$ 4,990.00
Alternate #4: Furnish & install C350 blanket per sheet C-5	Add: \$ 6,565.00

Qualifications:

We assume this project is not tax exempt.

This proposal contains no provisions for staking, guying, pvc inspection pipes, permits, irrigation, existing landscape removals, transplants or maintenance, site furnishings or concrete work.

This proposal contains no provision for certification of existing soils to be removed.

All excavation to subgrades and removal of spoils to be performed by others.

This proposal assumes water will be provided on site and available for use.

Plant quantities per our count.

Tree protection fence for two trees as shown on L1.0 only.

No provisions for pruning or mulch of existing plant material.

Landscaping spoils to be lost on site.

Topsoil to have standard planting amendments. Amendments to change soil pH as specified are infeasible and would result in damage to landscaping.

All of our labor force is in the Local 150 Union (for landscape operators) or Local 150/703

Teamsters (for laborers and drivers).

Initial watering of sod is included. Supplemental watering thereafter to be provided by the owner.

BID 1+2 : \$10,170
 SP3 ALLOWANCE : \$ 7,500
\$ 2,670

Description	Size	Qty.	Unit Price	Total
Maintenance until substantial completion is included. Supplemental maintenance thereafter is not included.				
On site parking and staging area to be provided at no additional charge.				

Respectfully Submitted
OTTO DAMGAARD SONS, INC.

Jim Yaeger
General Manager

Jeff Verzak
Senior Estimator

Accept Proposal _____ Date _____



ZENERE

COMPANIES

317 E. Margaret St.
Thornton IL 60476

708-877-9306 Office
708-877-1502 Fax

To:	Walsh Construction Group	Contact:	Tom Crane
Address:	929 West Adams Street Chicago, IL 60607	Phone:	(312) 563-5400
		Fax:	(312) 563-5478
Project Name:	Palos Hospital Fitness Center Entrance	Bid Number:	20180046
Project Location:	15430 S West Ave., Orland Park, IL	Bid Date:	2/21/2018

Item Description

FITNESS CENTER BASE

ASPHALT REMOVAL

ASPHALT REMOVAL OPTION 1

CURB REMOVAL & HAUL OFF OPTION 1

MOBILIZATION/DEMOBILIZATION

SUPERVISION

SILT FENCING PER PLAN 300 L.F.

SAW-CUTTING

ASPHALT REMOVAL FITNESS PARKING LOT

CURB REMOVAL

VEGETATION/TOP SOIL STRIP HAUL OFF SITE

CLAY CUTS/SUB-GRADE HAUL OFF TO CCDD LANDFILL

CLAY FILLS

CONCRETE BREAKING/REMOVAL

CURB CUTTING

BACKFILL CURB WITH EXISTING MATERIAL STOCKPILE NEAR BY (NO TRUCKING OR LOADING)

FINE GRADING

ROAD FABRIC

SUPPLY ONLY CA-6 SIDEWALK & CURB GRANULAR

Total Price for above FITNESS CENTER BASE Items: ~~\$148,511.08~~

BID OPTION 1

SUPPLY & INSTALL SILT FENCING

MOBILIZATION/DEMOBILIZATION

BACKFILL CURBS

SAW-CUTTING

SUPPLY ONLY CA-6 CURB GRANULAR

VEGETATION/TOP SOIL STRIP HAUL TO CCDD LANDFILL

CLAY CUTS/SUB-GRADE HAUL OFF TO CCDD LANDFILL

CURB CUTTING

FINE GRADING

Total Price for above BID OPTION 1 Items: **\$32,322.56**

BID OPTION 2

SUPPLY ONLY CA-6 CURB GRANULAR

VEGETATION/TOP SOIL STRIP HAUL OFF

CLAY CUTS/SUB-GRADE

CURB CUTTING

FINE GRADING

CURB REMOVAL

BACKFILL CLAY

Total Price for above BID OPTION 2 Items: **\$3,730.06**

Notes:

- WE MAKE NO PROVISIONS FOR THE FOLLOWING:
- Performance and maintenance bonds
- Commercial de-watering
- Testing and paperwork for IEPA Landfills
- Extra undercuts due to poor soil
- Winter conditions
- Soil stabilization or re-grading from stabilization
- Disking and drying of soil
- Dust control
- Frost ripping or winter protection
- Rock removal or excavation
- Excavation, handling, and / or hauling of spoils for other trades
- Hanging or relocation of existing utilities
- Traffic control, barricades, and warning lights
- Seeding, hydro seeding, sodding, excelsior blankets, and landscape restoration
- Soil testing
- Staking and surveying
- As built drawings
- Quotation is good for 30 days, unless extended in writing
- A logical and reasonable sequencing of work with any scheduling reviewed and approved by Roy Zenere Trucking & Excavating, Inc.
- Prices quoted herein are based upon material and conditions shown, detailed, and specified within the plans and reports mentioned above. No sum is included for implied materials, work items, or conditions unless so stated in this bid.
- Prices are based on hauling to an IEPA Dump site. All paperwork must be supplied to us before the start of the project.

BID 1 + 2 : \$ 36,053

SP3 ALLOWANCE : \$13,000

PCI CLOS

\$ 23,053

Payment Terms:

Conditional payment clauses are not acceptable. Partial payments are to be made within thirty (30) days of submission of partial payment application. Final payment is to be made within (30) days of completion and acceptance of our work. Acceptance of our work is not to be delayed because of others delaying acceptance of our work.

Proposal assumes to leave topsoil stockpile near work area to re-spread (NO IMPORT)

Proposal assumes to leave curb backfill stockpile near area of work (NO HAUL OFF AND THEN BACK)

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Roy Zenere Trucking & Excavating

Authorized Signature: _____

Estimator: Mike Corty
(708) 878-8757 mike@zenerecompanies.com

From: Rick Sinnott [mailto:rsinnott@eea-ltd.com]

Sent: Friday, February 16, 2018 1:51 PM

To: Kocher, Andrew <akocher@walshgroup.com>

Cc: Budzisz, Daniel <dbudzisz@walshgroup.com>; Longtin, Jon <jlongtin@walshgroup.com>; Faulconer, Nick <nfaulconer@walshgroup.com>; Glen Eriksson <geriksson@eea-ltd.com>

Subject: RE: ComEd FW: [EXTERNAL EMAIL] ASB16201-ELEC-20180111.pdf

Andy:

I don't see a lot of involvement by EEA on the ComEd relocation. We can sit down with the team and decide on a route, but my recommendation, and Dan agrees, is to keep the ComEd line outside of the ring road. (It starts out west of the ring road at 153rd.) Once this is decided, we can add the new route to our Site Pack 3 plans to the extent that it would appear on those plans.

The fitness center access road was much more involved than you might believe. That additional service will be \$3000.

Sincerely,

Richard M. Sinnott

p 312.463.0551. Ext. 109

ERIKSSON ENGINEERING ASSOCIATES, LTD.

Chicago Mokena Grayslake | www.eea-ltd.com

February 21, 2018



Ms. Brittany Mead – Project Engineer
Walsh Construction
929 West Adams Street
Chicago, Illinois 60607

**RE: Proposal for Observation and Materials Testing Services
PCH South Campus – Fitness Center Improvements
15300 West Avenue – Orland Park, Illinois
Terracon Proposal No.: PCT181042**

Dear Ms. Mead:

Thank you for allowing Terracon Consultants, Inc. (Terracon) the opportunity to submit this proposal for the Observation and Material Testing Services for the referenced project. We appreciate your consideration and look forward to our continued relationship with Walsh Construction.

A. PROJECT INFORMATION

We understand that the proposed Fitness Center Improvements will consist of the reconstruction of the west parking lot and addition of drive lanes and turnaround on the east side of the site. New construction will include; grading, curb and gutter, utilities, asphalt pavement, and site concrete. We also understand there is an 82' x 45' Storm Trap that will be included in Fitness Center Improvements. As requested, we have also includes estimates for Bid Options 1 & 2. Bid Option 1 includes a turnaround consisting of asphalt pavement and concrete curb Bid Option 2 includes drive lanes consisting of asphalt pavement and concrete curb

The following documents were provided to Terracon for review and formed the basis of this proposal:

- Invitation to Bid via email from Walsh Construction, dated February 15, 2018.
- Project Civil Plans, Fitness Center Improvements, prepared by Eriksson Engineering Associates, Ltd., dated dated June 26, 2016.

A construction schedule was not available at the time of this proposal. We understand the work associated with this proposal will occur between May 2018 and August 2018. It is our understanding that the reconstruction of the parking lots will be performed in multiple stages to accommodate the hospital's parking requirements.

Terracon Consultants, Inc. 135 Ambassador Drive Naperville, Illinois 60540
P [630] 717 4263 F [630] 357 9489 www.terracon.com



B. SCOPE OF SERVICES

The following scope of work is based on our understanding of the project and our experience with projects of similar size and scope.

Earthwork/Soil Observation & Testing

Prior to placement of fill materials in the construction areas, a Terracon representative will observe the subgrade in these areas to determine that any topsoil or vegetation are sufficiently removed and the exposed soils are suitable for support of new fill or base course. A Terracon representative will observe proofrolling in any remaining, accessible areas of the subgrade in the construction areas to identify and address soft or unstable soils before placement of fill or base course material. Observation services and compaction tests will be performed by a Terracon representative during fill operations for density determination at representative locations. Materials proposed for use as fill will be tested in the laboratory to determine if they comply with project specifications.

Foundation Bearing Soils Testing

A Terracon representative will evaluate the bearing soils at spread foundation excavations using a nuclear density gauge for fill soils, or a hand auger and/or dynamic cone penetrometer for native soils. Bearing tests are typically performed at depths within two feet below design footing elevation. The guidelines outlined in the project geotechnical engineering report will be reviewed regarding foundation soil support. If the construction methods deviate from the geotechnical report recommendations, the deviation will be pointed out to the job site superintendent.

Reinforcing Steel Observation

A Terracon representative will observe the following with regard to concrete reinforcement on a periodic basis:

- Rebar Grade: Verify grade and visual conformity of rebar with acceptable quality standards.
- Rebar Condition: Verify that rebar is free of oil, dirt, excessive rust and from damage in shipment to jobsite.
- Rebar Tying and Bracing: Verify that rebar is adequately tied, chaired and supported to prevent displacement during concrete placement.
- Rebar Clearance: Verify minimum and maximum clear distances between bars and minimum structural distance to outside of concrete.
- Concrete Cover over Rebar: Verify minimum concrete cover is maintained between rebar and the surface of concrete.
- Rebar Placement: Verify size and placement of rebar.



- Rebar Laps and Bends: Verify bar laps for proper length and stagger, and bar bends for minimum diameter, slope and length.

Concrete Testing

Prior to concrete placement, a Terracon representative will review the concrete truck ticket to observe that the approved concrete mix is being placed. The representative will obtain representative samples of freshly placed concrete in general accordance with project specifications. The concrete will be tested for temperature, slump, air content, and unit weight (if specified). The concrete will then be molded in 4" x 8" or 6" x 12" cylinders and transported to Terracon's laboratory after field curing where compressive strength testing will be performed at specified intervals.

Asphalt Pavement Testing

A Terracon representative will observe proofrolling of the subgrade prior to the placement of the graded aggregate base. The representative will measure the degree of compaction and observe proofrolling of the placed base course material. Density tests will also be performed on the asphalt during placement. If requested, asphalt cores will also be taken to verify thickness and/or density.

Additional Services

Adjustments to the estimated scope described above may be necessary if additional project information and/or specifications related to our work are altered. If you would like us to perform additional services beyond the scope described above, let us know and we will issue another short Supplement to the Agreement form, or Supplemental Proposal, which outlines the additional work to be performed and the associated fees. To authorize us to begin this additional work, you simply return a signed copy of the Supplement.

Test Results

Results of field tests will be submitted verbally to authorized personnel at the site upon completion of the tests. Terracon's field technicians are all issued laptops and smart phones to expedite the reporting process. Therefore, final PDF reports are typically submitted to the project team within 1 to 2 days. However, the report interval may be adjusted to fit your needs.

Please note that if deviations are encountered during our inspections, they will be reported to the superintendent immediately. A formal report describing all encountered deviations will be submitted to all parties within 24 hours. Terracon's commitment to documentation and reporting of test data by utilizing Terracon's proprietary Construction Materials Engineering and Laboratory Management System (CMELMS®) is further described in the attachments.

The presence of and testing performed by our representative does not relieve the contractor(s) or his agent(s) from contractual responsibilities and does not excuse defects in his work. Our



services specifically exclude job site safety responsibility, and our services do not relieve any contractor/subcontractor from complying with project specifications.

Scheduling of Services

Our services will be provided on an as-requested basis, will-call basis with scheduling by the designated Contractor or Client Representative. Prior to the start of the project, Terracon must be furnished the contact name and phone number of the responsible person assigned to schedule Terracon services. Terracon will not be responsible for scheduling our services and will not be responsible for tests that are not performed due to failure to schedule our services on the project.

All Terracon services must be scheduled by the assigned contact person no later than 2:00 p.m. the day prior to the requested services. We will attempt to schedule services on lesser notice, but may not always be able to meet the desired project schedule if the above described scheduling requirement is not met. All requests for services should be submitted to our Naperville, Illinois office, (phone 630/445-0171).

C. COMPENSATION

The billing for our services will be based on the work performed and will be charged in accordance with the schedule of services and fees listed below.

Schedule of Services and Fees

Principal Engineer, P.E.....	\$160.00/hour
Project Manager (Report Review).....	\$120.00/hour
Union Technician.....	\$93.00/hour
Proctor Tests (standard or modified).....	\$175.00/each
Concrete Compressive Strength Tests (including cured and held specimens).....	\$16.00/each
Nuclear Density Gauge.....	\$25.00/day
Trip (Vehicle) Charge.....	\$40.00/trip

Notes to Schedule of Services and Fees:

1. Our unit rates are based on a normal 8-hour workday, Monday through Friday, between normal business hours of 7:00 am to 5:00 pm. Overtime beyond 8-hours per day, outside normal working hours and on Saturday will be invoiced at a rate of 1.5 times the normal hourly rate indicated above. Work on Sundays and Holidays will be invoiced at 2.0 times the hourly rate. All site visits will be subject to a 4-hour minimum charge. Above rates are portal-to-portal from our Naperville, Illinois office. The above rates are valid through the duration of the project.



2. If requested services are cancelled upon arrival to project site, a four-(4) hour minimum charge and vehicle charge will be applied.

3. Typically, about 1/2-hour of Project Manager time is charged per technician per day. For the outlined scope of services described in this proposal, our total fee for the Observation and Material Testing Services is estimated to be on the order of **\$16,180.00**. Our estimated fee for Bid Option 1 is **\$3,333** and our estimated fee for Bid Option 2 is **\$2,628**. A breakdown of estimated number of visits for each service type is included in the attached spreadsheet.

It should be reminded that our services will be provided on an as-requested, will-call basis with scheduling by the designated contractor or client representative. Therefore, our cost estimate included in this proposal should not be construed as a "contract value" or a "not to exceed amount". Instead, we have provided our cost estimate for budgetary purpose that reflects our understanding of the project by thorough review of the plans, specifications, and our anticipated level of specified inspection. Our cost estimate is based on the requested number of trips and durations. Ideally, we suggest Walsh and Terracon meet to review the schedule and specifications and develop a quality control testing plan to outline the specific tasks to include the most economical and efficient means to meet the expectations of the project specifications.

Terracon's fees would be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed. The actual cost of our services will depend on the construction schedule, weather, site conditions and contractor performance. Terracon pledges to work carefully with Walsh to perform the required services as efficiently and economically as possible.

D. AUTHORIZATION

This proposal is prepared for the exclusive use of The Walsh Group. This proposal may be accepted by signing the attached Agreement for Services and returning an executed copy along with this proposal to Terracon. This proposal is valid only if authorized within sixty days from the listed proposal date.

Observation and Materials Testing Proposal
PCH South Campus ■ Orland Park, Illinois
February 21, 2018 ■ Terracon Proposal No. PCT181042



Once again, we appreciate the opportunity to submit this proposal and we look forward to working with you on this project. If you have any questions or would like to further discuss our scope of service, please do not hesitate to contact us.

Sincerely,

Terracon Consultants Inc.

A handwritten signature in black ink, appearing to read "Brian M. Place".

Brian M. Place, P.E.
Project Manager

A handwritten signature in black ink, appearing to read "Douglas A. Waldeier".

Douglas A. Waldeier, P.E.
Office Manager

Attachments: Cost Estimate

COST ESTIMATE
PCH South Campus - Fitness Center Improvements Project
Orland Park, Illinois
Terracon Proposal No. PCT181042

Task		No. of Visits	Unit Type	No. of Units	Unit Rate	Subtotal	Total
Base Bid							
Storm Trap-Foundation Bearing Soils, Reinforcing Steel, & Foundation Concrete Testing and Observations							
Soil Bearing		1	hours	5	\$ 93.00	\$465.00	
Catch Basen		1	hours	5	\$ 93.00	\$465.00	
Storm Trap Backfill		4	hours	24	\$ 93.00	\$2,232.00	
Concrete Compressive Strength Tests			each	5	\$ 16.00	\$ 80.00	
Trip Charge			trips	6	\$ 40.00	\$ 240.00	
						subtotal =	\$3,482.00
Portland Cement Concrete Field and Laboratory Testing							
Curb and Gutter		4	hours	20	\$ 93.00	\$ 1,860.00	
Sidewalk		4	hours	20	\$ 93.00	\$ 1,860.00	
Concrete Compressive Strength Tests			each	40	\$ 16.00	\$ 640.00	
Trip Charge			trips	8	\$ 40.00	\$ 320.00	
						subtotal =	\$ 4,680.00
Parking Lot & Drive lanes							
Subgrade Proofroll		3	hours	12	\$ 93.00	\$ 1,116.00	
Base Density/Proofroll		3	hours	12	\$ 93.00	\$ 1,116.00	
Asphalt Density		4	hours	32	\$ 93.00	\$ 2,976.00	
Nuclear Density Gauge			days	10	\$ 25.00	\$ 250.00	
Trip Charge			trips	10	\$ 40.00	\$ 400.00	
						subtotal =	\$ 5,858.00
Project Coordination/Supervision and Report Preparation							
Project Engineer			hours	18	\$ 120.00	\$ 2,160.00	
						subtotal =	\$ 2,160.00
						Estimated Total Cost for Observation and Material Testing =	\$ 16,180.00
Bid Option 1							
Portland Cement Concrete Field and Laboratory Testing							
Curb and Gutter		2	hours	10	\$ 93.00	\$ 930.00	
Concrete Compressive Strength Tests			each	10	\$ 16.00	\$ 160.00	
Trip Charge			trips	2	\$ 40.00	\$ 80.00	
						subtotal =	\$ 1,170.00
Parking Lot & Drive lanes							
Subgrade Proofroll		1	hours	4	\$ 93.00	\$ 372.00	
Base Density/Proofroll		1	hours	4	\$ 93.00	\$ 372.00	
Asphalt Density		1	hours	8	\$ 93.00	\$ 744.00	
Nuclear Density Gauge			days	3	\$ 25.00	\$ 75.00	
Trip Charge			trips	3	\$ 40.00	\$ 120.00	
						subtotal =	\$ 1,683.00
Project Coordination/Supervision and Report Preparation							
Project Engineer			hours	4	\$ 120.00	\$ 480.00	
						subtotal =	\$ 480.00
						Estimated Total Cost for Bid Option 1 Observation and Material Testing =	\$ 3,333.00
Bid Option 2							
Portland Cement Concrete Field and Laboratory Testing							
Curb and Gutter		1	hours	5	\$ 93.00	\$ 465.00	
Concrete Compressive Strength Tests			each	5	\$ 16.00	\$ 80.00	
Trip Charge			trips	1	\$ 40.00	\$ 40.00	
						subtotal =	\$ 585.00
Parking Lot & Drive lanes							
Subgrade Proofroll		1	hours	4	\$ 93.00	\$ 372.00	
Base Density/Proofroll		1	hours	4	\$ 93.00	\$ 372.00	
Asphalt Density		1	hours	8	\$ 93.00	\$ 744.00	
Nuclear Density Gauge			days	3	\$ 25.00	\$ 75.00	
Trip Charge			trips	3	\$ 40.00	\$ 120.00	
						subtotal =	\$ 1,683.00
Project Coordination/Supervision and Report Preparation							
Project Engineer			hours	3	\$ 120.00	\$ 360.00	
						subtotal =	\$ 360.00
						Estimated Total Cost for Bid Option 2 Observation and Material Testing =	\$ 2,628.00

\$ 5,961

C.J. ERICKSON PLUMBING Co.



The Trusted Name Since 1906

4141 W. 124th Place • Alsip, Illinois • 60803
Voice (708) 371-4900 • Fax (708) 371-3885 • www.cjerickson.com

Proposal

Date: 02/21/18
Company Name: Walsh Construction
Contact: Tom Crane
Phone Number: 708-942-5260
E-Mail Address: tcrane@walshgroup.com
Job Name: Palos Community Hospital Fitness Center
Job Number: 58298
Job Address: 15430 West Avenue
Orland Park, IL
Drawing Pages: C-0, C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-8, CX-1, CX-2, CX-3 & CX-4
Drawing Date: 08/26/16

Option 1

A	Supply & Install	33	Feet 12" PVC SDR 26 D-3034 storm pipe & fittings per plans.
B	Supply & Install	90	Feet 12" PVC SDR 26 perforated pipe & fittings per plans.
C	Supply & Install	6	Feet 15" PVC SDR 26 D-3034 storm pipe & fittings per plans.
D	Supply & Install	1	2' diameter precast catch basin complete per plans.
E	Supply & Install	3	4' diameter precast storm catch basins complete per plans.
F	Supply & Install	1	StormTech SC-740 storm water system complete per plans. <i>Stone bedding and backfill per detail on C-8, included 1' over top of StormTech balance of stone to be supplied and installed by others</i>
G	Supply & Install	2	Storm sewer connections to existing storm lines per plans.
H	Supply & Install	1	Storm sewer connection to existing storm structure per plans.
I	Supply & Install	10	Feet 6" class 52 ductile iron water main pipe & fittings per plans.
J	Relocate	1	Existing fire hydrant per plans.
K	Supply & Install		Stone bedding and backfill to grade for above scope of work.
L	Remove		Spoils generated from install of above scope to an approved landfill.
M	Remove		Existing storm piping and structure per plans.
N	Supply		Second tier utility locate in location of above scope.

QUALIFICATIONS:

- * No sales tax figured in this proposal.
- * All clean non-contaminated spoils removed from site after IL662 or 663 form & analytical soils report have been received from owner and approved by landfill location.
- * **NO SUBTITLE D LANDFILL SPOIL DISPOSAL INCLUDED.**
- * No permits, city fees and bonds included unless listed above.
- * All layout, line & grade by others.
- * Not responsible for hard excavation; rock, buried concrete, frost, slag, running sand, etc.
- * No asphalt removal or replacement.
- * No traffic control included, to be set up and maintained by GC.
- * No landscape removal or replacement.
- * No excessive dewatering, up to a 3" pump included for dewater own work.
- * No erosion control figured.
- * No basin protection.
- * No curb removal or replacement.
- * No MBE, WBE or local hiring included.
- * No payment & performance bond included.

- * Not responsible for unmarked private utilities. (sprinkler lines, city lighting, parking lot lighting, etc.)
- * Bid per plans.
- * Contractor assumes no responsibility for damage to undisclosed utilities or site conditions not created by contractor.
- * Extra field work will be done on a "time & material" basis.
- * This proposal supersedes and governs over any and all proposals and other agreements
- * This proposal is based on work being completed during regular working hours.
- * If work is required to be performed during premium time, it will be an extra to the contract.
- * Upon verbal authorization, we will proceed with additional work which shall be bound to the contract as an extra.
- * Not responsible for street cleaning.
- * Third party pre-qualification, safety, compliance or billing tools (such as ISN, Avetta, PICS or texture) and their associated fees are excluded.
- * For payment methods other than ACH or checks add 3.5%.
- * Pricing of the StormTech storm water detention system is based upon today's costs. If the pricing increases after 90 days of proposal date additional costs will be billed as an extra.

Option 1 Total: ~~\$140,290.00~~

Option 2

A	Supply & Install	26	Feet 12" RCP CLIV o'ring storm pipe per plans.
B	Supply & Install	1	2' diameter precast inlet complete per plans.
C	Supply & Install	1	Storm sewer connection to existing storm structure per plans.
D	Supply & Install		Stone bedding and backfill to grade for above scope of work.
E	Relocate		Spoils generated from install of above scope to onsite location.
F	Supply		Second tier utility locate in location of above scope.

Option 2 Total: \$9,165.00

Respectfully submitted,



Daniel H. Kloos
C.J. Erickson Plumbing Company

Accepted by: _____
Date: _____



February 16, 2018

Thomas Crane
The Walsh Group
929 West Adams Street
Chicago, IL 60607
o:708-942-5260
c:312-656-0046
tcrane@walshgroup.com

RE: PCH South Campus - Fitness Center Improvements - Orland Park, IL
Proposal for Construction Surveying / Layout

Thomas ,

V3 Companies appreciates the opportunity to submit this proposal for Construction Surveying and Layout services for the above-referenced project.

All field labor shall be performed by Local Union 130 Technical Engineer Journeymen.

All office labor shall be performed by Certified Survey Technician (CST), under the direct supervision of a licensed Professional Land Surveyor.

Service Description	Site Visits	Lump Sum Compensation
Boundary Verification, site Control, 2 Benchmarks (req. task)**	1	\$1,600
Rough Curb Layout	1	\$900
Wet Utilities (Sanitary, Storm, Water) Layout	3	\$1,300
Parking Lot Light Pole Bases Layout	2	\$1,200
Curb Layout	3	\$2,000
Bid Option 1,2 Curb/Pavement Removal Saw-cut line Layout	1	\$500
Bid Option 1,2 Rough Curb Layout	1	\$900
Bid Option 1,2 Curb Layout	2	\$1,200
Record Drawings – Wet Utilities (Sanitary, Storm, Water, Light Poles) Paving & Grading	3	\$2,000
		\$
Hourly Services	N/A	See Hourly Billing Rates
Total		= \$11,600.00

} \$2,600
 - \$200
 \$2,400

The scope of services and compensation listed herein are per detailed descriptions below are based upon drawings entitled "Palos Community Hospital South Campus - Fitness Center Improvements" prepared by Eriksson, and last dated August 26, 2016. A "Site Visit" is defined as one trip to the site to complete the contracted scope. Visits do not constitute an aggregate of days / hours to be provided. Construction staging coordination as dictated by the CLIENT, resulting in exceeding the number of site visits proposed, shall be invoiced on an hourly basis

per the attached billing rate sheet as well as out of scope services provided at the request of the CLIENT.

Horizontal Control Requirements

A copy of the project's plat of survey with ties to monumentation with respect to the property line or, the project control coordinates with physical descriptions and recovery tie information shall be provided.

Lot corners are required to be set by the Record Surveyor prior to V3 commencing work.

Vertical Control Requirements

The datum, recovery description, and elevation of the project's source benchmark and two site benchmarks shall be provided.

Site Control (Required Task)

1. Establish and maintain horizontal and vertical control for V3's survey services.
2. Run a bench circuit from benchmarks provided by CLIENT or those shown on plans, or those previously established nearby proven to be on the same datum as the construction site.
3. Set two site benchmarks in the vicinity of the job site and provide description to the CLIENT.
4. Set lath at property corners and paint proposed curb cuts.

Rough Curb

1. Mass grading survey marks/stakes will be set at major corners of the parking lot areas and along the proposed curb lines, any high and low points, and at approximately 50 foot intervals within the construction limits one time. These survey marks/stakes will be marked to reflect the "proposed grades" as shown on the design documents.
2. Re-staking of points is an additional service.

Wet Utilities (Storm, Water Main)

1. A stake will be set at the location structures along with 2 offset stakes. The rim and invert grade(s) will be marked on 1 of the offset stakes. Watermain will be staked at 100-foot intervals along straight portions and 50-foot intervals along curves. Elevations will be set for the watermain where conflicts are shown.
2. Underground detention chambers will be staked and graded to proposed design grade.

3. Re-staking points is an additional service.

Parking Lot Light Pole Bases

1. The true light pole foundation centerline location and an offset stake will be set. The CLIENT is responsible for resolving differences between civil and electrical plans.
2. The proposed finished grade adjacent to the pole base will be marked on the offset stake.
3. If an alternate grade is desired, a detail shall be supplied by the CLIENT prior to calculations and layout.
4. Re-staking points is an additional service.

Curb

1. Stakes will be set at high and low points, 50-foot intervals along straight portions and along curves having a radius of over 200-feet. On curves having a radius of less than 200-feet stakes will be set at 25-foot intervals.
2. Radius points will be set for all curb radii of 50 feet or less.
3. Stakes will be set at 3-foot offsets to the back of curb and marked with top of curb elevations. (A hub and lath comprises "one" stake).
4. Proposed depressions in curbs for (drives / sidewalks) shall be staked at the centerline of the depression, offset 3-feet from the back of curb. Depression widths shall be established by the contractor utilizing plan information or plan details specified in the approved design documents.
5. Re-staking points is an additional service.

Record Utility

Prepare Record Drawings of utilities constructed per the plans which include sanitary sewer, storm sewer, watermain, and street light poles only. The drawings will show rim and invert elevations and location of the utilities. Measured linear feet and grade percentage of pipes will be shown. The drawings will utilize CAD. Reproduction of drawings to mylar media shall be considered a reimbursable expense. Incorporating additional municipal requirements other than described above shall be considered an additional service. (I.e. Coordinate listing, dimensioning to above ground improvements, miscellaneous dry utility improvements). No opinion of conformance to design intent will be given for record drawings that are based upon or reference plans designed by others.

Record Paving / Grading

Prepare record drawings of constructed curb, sidewalk and pavement elevations per the plans. The drawings will utilize CAD. Reproduction of drawings to mylar media shall be considered a reimbursable expense. Incorporating additional municipal requirements other than described above shall be considered an additional service. (i.e. Specifically lining out design grades and depicting as constructed grades at exact locations). No opinion of conformance to design intent will be given for record drawings that are based upon or reference plans designed by others.

Exclusions

The following, but not limited to, are not included within the scope of this proposal. Please contact V3 for pricing as needed.

1. Demolition limits.
2. Retaining / decorative walls.
3. Fencing (silt, construction, tree preservation, security, or decorative).
4. Sidewalks, paths, flat work.
5. Sign monuments and signage.
6. Street lighting cable runs.
7. Pedestrian, or landscape lighting.
8. Building interior work.
9. Traffic control structures, detector loops.
10. Pavement type limits.
11. Pavement striping.
12. Trash / utility enclosures.
13. Guard / Check in enclosures.
14. Wet or dry utility conduits.
15. Utility pads or improvements (i.e. Gas, electric, communication).
16. Other improvements not listed in the scope above.

Miscellaneous Contractual Items

Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising Contract Documents when such revisions are due to causes beyond V3's control will be considered Additional Services.

Note: This proposal and associated fee and completion schedule structure is valid for a period of 60 days. A minimum of 48 hours (2 working days) advance notice shall be given to schedule survey crews and prepare layout calculations for construction staking. Post construction services shall require additional scheduling and drafting time to be negotiated. Scheduled blocks of survey crew time shall constitute a minimum of 4 hours of work and be invoiced for same. Schedules may be delayed on account of weather (rain, snow, wind, extreme temperatures).

Additional services requested outside the scope of services outlined in this proposal will be authorized by the CLIENT in writing and billed on an hourly basis per V3's attached Billing Rate Schedule attached hereto. Re-establishment and maintenance of horizontal and vertical control destroyed without 48 hours prior notification will be considered an additional service.

It is understood that V3 will set stakes one time only, except as otherwise provided in this Agreement. A loss of a stake or stakes due to construction, vandalism, or an act of god will be replaced as an additional service to this Agreement. If V3 is called upon to check or verify stakes it has previously placed in the ground, and if it is found that those stakes were located and marked according to plan, V3 services will be considered an additional service to this Agreement. Stakes set should be used immediately. V3 does not guarantee stakes that have been left in the ground for extended periods of time or those that have remained standing through adverse weather conditions, including but not limited to, freeze/thaw cycles.

All of the aforementioned survey services shall be invoiced and paid in a timely manner regardless of issuance and processing of purchase orders for said work by the CLIENT.

CLIENT will be invoiced on a monthly basis for all Professional Surveying Services performed for the project referenced herein and payment shall be made within thirty days from the date of invoice. Failure to make payment for said services on a timely basis shall result in a suspension of construction layout services until accounts receivable are made current.

In addition to the professional services fee set forth above, V3 shall be compensated for 110% of reimbursable expenses such as printing, postage, messenger service, parking fees, site meeting travel mileage and other similar, project-related items.

Any labor and/or reproduction costs incurred by V3 associated with a Freedom of Information Act request under this agreement shall be considered Additional Services and shall be paid for by the CLIENT.

This agreement, together with the attached General Terms and Conditions represents the entire understanding between CLIENT and V3. If the terms of this agreement are found to be satisfactory, please sign this agreement in duplicate in the space provided below and return one copy to our office.

We appreciate the opportunity to present this proposal and look forward to providing these Professional Surveying Services to The Walsh Group on this project.

Sincerely,
V3 COMPANIES OF ILLINOIS, LTD.

Brian J. Schaul

Brian J. Schaul, CST
Project Manager

Christopher D. Bartosz

Christopher D. Bartosz, P.L.S.
Director of Surveying

BJS/CDB/jrb

Attachments

Accepted For:
The Walsh Group

BY: _____

Authorized Signature

PRINTED: _____

TITLE: _____

DATE _____



V3 COMPANIES BILLING RATE SCHEDULE

(Rates effective January 1, 2018 through December 31, 2018)

<u>Description</u>	<u>Hourly Rate</u>
Principal	200.00
Director	190.00
Sr. Project Manager/Professional Land Surveyor	170.00
Project Manager/ Professional Land Surveyor	120.00
Project Surveyor III	108.00
Technician III	100.00
Project Surveyor I/II	100.00
Technician I/II	80.00
Intern	55.00
Clerical	60.00
*/** Union One Man Survey Crew (Regular & O/T)	170.00
*Union Two Man Survey Crew (Regular Time)	252.00
*Union Two Man Survey Crew (Overtime)	340.00
<u>Sundays and Holidays</u>	
Union One Man Survey Crew	240.00
Union Two Man Survey Crew	415.00

* Survey Crews are billed for the time spent while working on the project site. (Travel time to and from the site is not billed.) Survey crews shall be active signatory Union members. Regular time shall be billed up to and including the first 8 hours, Monday through Friday. Overtime shall be billed for Saturdays and hours worked beyond 8 hours Monday through Friday.

**When appropriate

A minimum of 4 hours of survey crew time for field work performed in any given day shall be billed. A 2 hour show up cost will be charged when a crew is unable to work due to existing conditions at the project site

The above Survey Crew Rates shall increase approximately 5% starting June 1, 2018.



V3 COMPANIES GENERAL TERMS AND CONDITIONS

1. CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement.
- b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

2. CONSULTANT'S RESPONSIBILITIES

CONSULTANT will render engineering services in accordance with generally accepted and currently recognized engineering practices and principles. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- a. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the CLIENT and any other party concerning the Project, the CONSULTANT shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.
- b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- c. The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the Contract Documents. It is expressly understood that the uncovering of errors in the plans and specifications is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.

3. TERMS OF PAYMENT

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. CONSULTANT shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

4. SUSPENSION OF SERVICES

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension.

5. TERMINATION

This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by CLIENT, under the same terms, whenever CLIENT shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by CONSULTANT either before or after the termination date shall be reimbursed by CLIENT.

6. ATTORNEY'S FEES

In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses.

7. REUSE OF DOCUMENTS

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

8. INSURANCE

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

9. FACSIMILE TRANSMISSIONS.

The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a facsimile transmission was used.

10. CERTIFICATIONS, GUARANTEES AND WARRANTIES

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification.

11. INDEMNIFICATION

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion.

12. WAIVER OF CONTRACT BREACH

The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

13. LIMITATION OF LIABILITY

CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and the CONSULTANT's total fee for services. Risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed \$100,000. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract.

14. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Illinois.

15. CONSTRUCTION STAKING PROVISIONS

- a. The destruction of any point(s) labeled C.P. (control point) without the consent of the CONSULTANT will be charged as a non-contract item, at \$300.00 per incident. Control points will be marked, highly visible and identifiable by a "pig-pen" or "triple lath" configuration surrounding each control point.
- b. CONSULTANT will require a minimum of 48 hours notice for scheduling of survey crews. Once the crew is on site, crew will return for as long as required to finish the requested work. ADDITIONAL WORK given to crew, while crew is on-site, will be performed in a minimum of 48 hours. Scheduled surveying requests shall constitute a minimum of 4 hours of field work.
- c. It is understood that it is the CLIENT's responsibility to notify the CONSULTANT (in writing) of any and all revisions to the contract documents. Current blue-line drawings for the project shall be supplied to CONSULTANT by CLIENT.
- d. If underground utility lines and/or curb lines are incorrectly constructed, and the CONSULTANT's stakes are claimed to be the source of error, the stakes in question MUST BE IN THE GROUND as set by the CONSULTANT in order that a re-verification of the location of the stakes can be accomplished.
- e. The CONSULTANT must be notified in writing within 24 hours of any potential staking error by the CLIENT so that the CONSULTANT may assess and verify the cause of the error. No claims shall be made as a result of a staking error against the CONSULTANT without the foregoing notification of the error in writing as specified.
- f. It is understood that the CONSULTANT will set offset stakes one time only, except as otherwise provided in this Agreement. A loss of a stake or stakes due to construction, vandalism, or an act of god will be replaced as an additional service to this Agreement. If the CONSULTANT is called upon to check or verify stakes that he has placed in the ground, and if it is found that those stakes were located and marked according to plan, the CONSULTANT's services will be considered an additional service to this Agreement.
- g. It is understood that it is not the responsibility of the CONSULTANT to verify the horizontal and/or vertical alignment of utility structures after they are built. Such services, should they be required by the CLIENT or the CONTRACTOR, will be provided as an additional service to this Agreement.
- h. CONSULTANT reserves the right to rely on the accuracy of the contract documents and is not responsible for the discovery of any errors or omissions that may exist on the contract documents.