

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2017-0497

Innoprise Contract #: C17-0139

Year: 2017+

Amount: \$163,841.02

Department: Dev Services - Sean Marquez

Contract Type: Professional Engineering Services

Contractors Name: H.W. Lochner, Inc.

Contract Description: Phase II Engineering - 104th Avenue Multi-Use Path (163rd - 159th)



MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
OrlandPark.org



TRUSTEES
Kathleen M. Fenton

James V. Dodge
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello
Michael F. Carroll

January 23, 2018

Mr. Andy McKenna, P.E., CFM, CPESC
H.W. LOCHNER, INC.
225 West Washington Street, 12th Floor
Chicago, IL 60606

NOTICE TO PROCEED – Phase II Engineering 104th Avenue Multi-Use Path (163rd – 159th)

Dear Mr. McKenna:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of December 28, 2018.

Please contact Sean Marquez at 708-403-6171 regarding the work.

The Village has processed Purchase Order #17-003453 for this contract and emailed this to your company on January 12, 2018. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accountspayable@orlandpark.org. Also, your final invoice for this contract should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated November 15, 2017 in an amount not to exceed One Hundred Sixty Three Thousand Eight Hundred Forty-One and 02/100 (\$163,841.02) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,



Denise Domalewski
Purchasing & Contract Administrator

Encl:

CC: Sean Marquez

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
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November 15, 2017

Mr. Andy McKenna, P.E., CFM, CPESC
H.W. LOCHNER, INC.
225 West Washington Street, 12th Floor
Chicago, IL 60606

NOTICE OF AWARD – 104th Avenue Multi-Use Path (163rd to 159th) – Phase II Engineering Services

Dear Mr. McKenna:

This notification is to inform you that on October 2, 2017, the Village of Orland Park Board of Trustees approved awarding H.W. Lochner, Inc. the contract in accordance with the proposal you submitted dated September 11, 2017, for 104th Avenue Multi-Use Path (163rd to 159th) – Phase II Engineering Services for an amount not to exceed One Hundred Sixty Three Thousand Eight Hundred Forty-One and 02 No/100 (\$163,841.02) Dollars.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by December 1, 2017.

- Attached is the Contract for 104th Avenue Multi-Use Path (163rd to 159th) – Phase II Engineering Services. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
- Also enclosed are the Affidavit of Compliance and Insurance Requirements. Please complete and return them directly to me.
- Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.

Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Certifications, Insurance Certificate and Endorsements are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a

Notice to Proceed letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orlandpark.org.

Sincerely,



Denise Domalewski
Purchasing & Contract Administrator

cc: Sean Marquez



ORLAND PARK
Phase II Engineering Design
104th Avenue Multi-Use Path (163rd to 159th)
(Professional Engineering Services - REVISED)

Received

DEC 28 2017

Finance Department

This Agreement (hereinafter referred to as the "Agreement") is made this 15th day of November, 2017 by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and H.W. Lochner, Inc. (hereinafter referred to as the "ENGINEER").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the ENGINEER (hereinafter referred to collectively as the "PARTIES,") the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Agreement shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Agreement takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Agreement, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Agreement's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Agreement shall be in full force and effect in their unaltered condition.

This Agreement

Exhibit A - The General Terms and Conditions for Professional Engineering Services

The Proposal dated September 11, as it is responsive to the VILLAGE's requirements

Affidavit of Compliance

Certificates of Insurance

SECTION 2: SCOPE OF SERVICES AND PAYMENT: The ENGINEER agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

The preparation of plans, specifications and estimates for the construction of a new multi-use path and associated modifications to 104th Avenue from 163rd Street to 159th Street as further detailed in the proposal dated September 11, 2017

(hereinafter referred to as the "SERVICES") and the VILLAGE agrees to pay the ENGINEER pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) the following amount:

TOTAL FEE and REIMBURSABLE EXPENSES: an amount not to exceed One Hundred Sixty Three Thousand Eight Hundred Forty-One and 02/100 (\$163,841.02) Dollars

SECTION 3: ASSIGNMENT: ENGINEER shall not assign the duties and obligations involved in the performance of the SERVICES which is the subject matter of this Agreement without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously from that date until final completion on or before November 30, 2018. This Contract shall terminate upon

completion of the WORK or November 30, 2018, whichever occurs first, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The ENGINEER shall indemnify, defend and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including reasonable attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the ENGINEER, brought because of any injuries or damages received or sustained by any person, persons or property to the extent determined to have been caused by any negligent act or omission, neglect or misconduct of said ENGINEER, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The ENGINEER shall be solely liable for all reasonable costs of such defense and for all reasonable expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities. The ENGINEERs cumulative liability under this Agreement shall be limited to amounts available under its insurance limits.

If one or more indemnified parties are named as a defendant or defendants in the lawsuit or claim, the ENGINEER shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the ENGINEER shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the ENGINEER in compliance with the AGREEMENT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: ENGINEER agrees to comply with all applicable federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: ENGINEER hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, and that the ENGINEER and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The ENGINEER shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. ENGINEER and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. ENGINEER and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The ENGINEER shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the SERVICES.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:

Denise Domalewski
Purchasing & Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orlandpark.org

To the ENGINEER:

Andy McKenna, P.E., CFM, CPESC
Project Manager
H.W. Lochner, Inc.
225 West Washington Street, 12th Floor
Chicago, Illinois 60606
Telephone: 312-372-3011
Facsimile: 312-372-5974
e-mail: amckenna@hwlochner.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the professional standards applicable to the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The ENGINEER'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the ENGINEER shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The ENGINEER shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: ENGINEER shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The

undersigned agrees to indemnify, defend and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 13: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 14: COUNTERPARTS This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: The Village of Orland Park

By: 

Print Name: Joseph CalMoro

Its: Village Manager

Date: 12/27/18

FOR: H.W. Lochner, Inc.

By: 

Print Name: Richard Cholewa

Its: Vice President

Date: 12/27/17

EXHIBIT A
VILLAGE OF ORLAND PARK
PROFESSIONAL ENGINEERING SERVICES
GENERAL TERMS AND CONDITIONS

1. **Relationship Between Engineer and Village:** The Engineer shall serve as the Village's professional engineer consultant in those Projects, or phases of the Project, to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Village. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Village or Engineer.
2. **Responsibility of the Engineer:** 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 Village and any other party concerning the Project, the Engineer 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 Village, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. The Engineer shall not be responsible for the acts or omissions of the Village, or for the failure of the Village, any architect, another 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 Engineer.

The Village reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and the Village shall negotiate appropriate contract adjustments acceptable to both parties to accommodate any changes. The Engineer 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 Engineer is not responsible for, and Village agrees herewith to hold Engineer harmless from any and all errors which may be contained within the Contract Documents, unless such errors are the result of the work of the Engineer. It is expressly understood that the uncovering of errors in the plans and specifications, unless such errors should have been uncovered by the Engineer in the exercise of its professional service, is not the responsibility of the Engineer and any and all costs associated with such errors shall be borne by others.

3. **Changes:** Village reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Village shall negotiate appropriate adjustments acceptable to both parties to accommodate any such changes, if commercially possible.
4. **Suspension of Services:** Village may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The Village, however, shall pay all costs incurred by the suspension, including all costs necessary to

maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. **Documents Delivered to Village:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer as deliverables hereunder shall be delivered, subject to Engineer's receipt of full payment unless the Village has compensated the Engineer for such drawings, specifications, reports and any other Project Documents prepared by the Engineer for services performed, upon project completion, to the Village for the use of the Village for Project purposes only. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer to the extent permitted by law. The Village may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right, upon prior written notice to the Village, to retain the original tapes/disks and to remove from copies provided to the Village all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Village in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

6. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Village or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Village's sole risk, and Village shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Village and Engineer.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Village's confidential and proprietary information if the Village has previously advised the Engineer in writing of the specific information considered by the Village to be confidential and proprietary.

7. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Project Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by Engineer. If prior to the Bidding or Negotiating Phase, Village wishes greater accuracy as to the Construction Cost, the Village shall employ an independent

cost estimator consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

8. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and authorized assigns.
9. **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.
10. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Village and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
11. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
12. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
13. **Force Majeure:** Neither Village nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
14. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Village in writing in advance.
15. **Access and Permits:** Village shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Village shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Village in such access, permits or approvals, if Engineer performed such services.
16. **Designation of Authorized Representative:** Each party to this Agreement shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

17. Village's Responsibilities: The Village agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Village's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Village agrees to furnish and pay for all legal, accounting and insurance counseling services as the Village may require at any time for the Project, including auditing services which the Village may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Village. In addition, Village shall give prompt written notice to the Engineer whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect or non-conformance of the work of any Contractor.

18. Information Provided by Others: The Engineer shall indicate to the Village the information needed for rendering of the services of this Agreement. The Village shall provide to the Engineer such information as is available to the Village and the Village's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof unless, in the exercise of his professional skill, Engineer determined inaccuracies or incompleteness. The Village recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Village is providing.

19. Terms of Payment: Engineer shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon Engineer'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. In the event the Village has not paid amounts properly due the Engineer, Engineer may after giving seven days written notice to Village, suspend services under this Agreement until Engineer has been paid in full all amounts properly due for services, expenses and charges. Engineer shall have no liability whatsoever to Village for any costs or damages as a result of such suspension.

20. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery (unless such discovery should have been made by the Engineer in the exercise of its professional skill), presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances unless undertaken at the direction of the Engineer or Engineer's consultants.

21. 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 court costs, attorney's fees and other related expenses.

22. Insurance: The Engineer shall provide the Village with certificates of insurance evidencing all coverages held by the Engineer, with coverage minimums and from insurance providers in compliance with Village requirements.

23. 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.

24. **Certifications, Guarantees and Warranties:** Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee or warrant the existence of conditions the existence of which the Engineer cannot ascertain. The Village also agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such certification as to unascertainable conditions.

25. **Dispute Resolution:** The parties agree to submit any dispute to non-binding mediation in the first instance, the cost of which shall be split evenly between parties. If the parties are unable to resolve the dispute by mediation, then either party may submit the dispute to litigation in a court with appropriate jurisdiction.

BY SIGNATURE BELOW (WHICH MAY BE IN ELECTRONIC FORM), THE ABOVE GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE VILLAGE AND ENGINEER:

H.W. LOCHNER, INC.

By: Richard Cholewa 12/27/17
Officer Date

Print Name: Richard Cholewa

VILLAGE OF ORLAND PARK
By: John S. Lemere 1/2/18
Officer Date

Print Name: John S. Lemere

 **ORLAND PARK**
AFFIDAVIT OF COMPLIANCE

The undersigned Richard Cholewa, as Vice President
(Enter Name of Person Making Affidavit) (Enter Title of Person Making Affidavit)

and on behalf of H.W. Lochner, Inc., certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes No

Federal Employer I.D. #: 362338811
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (check one):

Sole Proprietor
 Independent Contractor (Individual)
 Partnership
 LLC
 Corporation Wisconsin 1954
(State of Incorporation) (Date of Incorporation)

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes No

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

3) SEXUAL HARASSMENT POLICY: Yes No

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any

of its political subdivisions or any municipal corporation is a party."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes No

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such

other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

5) TAX CERTIFICATION: Yes No

Proposer is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

6) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Proposer set forth on the Proposal Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Affidavit are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Richard Cholewa

Signature of Authorized Officer

Richard Cholewa

Name of Authorized Officer

Vice President

Title

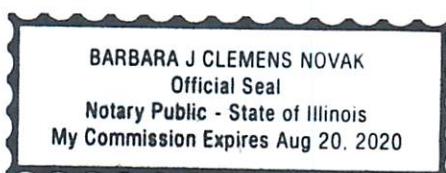
12/27/17

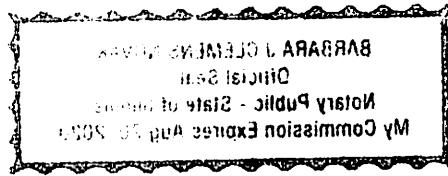
Date

Subscribed and Sworn To
Before Me This 27th Day
of December, 2017.

Barbara J Clemens Novak
Notary Public Signature

(NOTARY SEAL)







ORLAND PARK
INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident \$500,000 – Policy Limit
\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

PROFESSIONAL LIABILITY

\$1,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

Any insurance policies providing the coverages required of the Engineer, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the Engineer, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the Engineer's obligation to provide all of the above insurance.

The Engineer agrees that within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Purchasing & Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of this relationship.

ACCEPTED & AGREED THIS 27th DAY OF December , 2017

Richard Cholewa

Signature

Richard Cholewa/Vice President

Printed Name & Title

Authorized to execute agreements for:

H.W. Lochner, Inc.

Name of Company



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jennifer Paska	
	PHONE (A/C. No. Ext.): (312) 595-6000	FAX (A/C. No.):
INSURED	E-MAIL ADDRESS: Jennifer.Paska@alliant.com	
	INSURER(S) AFFORDING COVERAGE	
INSURER A: Charter Oak Fire Insurance Company		NAIC # 25615
INSURER B: Travelers Property Casualty Company of America		25674
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		
H. W. Lochner, Inc. 225 West Washington, 12th Floor Chicago, IL 60606		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		P6308451B87717	05/01/2017	05/01/2018	EACH OCCURRENCE	\$ 1,000,000	
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	
						MED EXP (Any one person)	\$ 5,000	
						PERSONAL & ADV INJURY	\$ 1,000,000	
						GENERAL AGGREGATE	\$ 2,000,000	
						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
							\$	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS Drive Other Car	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	P8108451B877TIL17	05/01/2017	05/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
						BODILY INJURY (Per person)	\$	
						BODILY INJURY (Per accident)	\$	
						PROPERTY DAMAGE (Per accident)	\$	
							\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR CLAIMS-MADE	ZUP10P6385417NF	05/01/2017	05/01/2018	EACH OCCURRENCE	\$ 2,000,000	
						AGGREGATE	\$ 2,000,000	
							\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N N/A	PJUB8976P38717	05/01/2017	05/01/2018	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT	\$ 1,000,000	
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Lochner Job No. 14202, Phase II Design Services – 104th Avenue Multi-Use Path (Village of Orland Park) - PH II Engineering – 104th Avenue Multi-Use Path – 163rd Place to 159th Street

Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured on the General Liability and Automobile Liability. Waiver of Subrogation in favor of the Village of Orland Park for General Liability and Workers Compensation. Umbrella follows form

CERTIFICATE HOLDER

CANCELLATION

Village of Orland Park Denise Domalewski, Contract Administrator 14700 South Ravinia Avenue Orland Park, IL 60462	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
11/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C No. Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@willis.com	FAX (A/C No): 1-888-467-2378
	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company	NAIC # 19437
INSURED H.W. Lochner, Inc. Mr. Pieter Lesterhuis 225 West Washington, Suite 1200 Chicago, IL 60606	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES		CERTIFICATE NUMBER: W4474105		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	OTHER:					
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					
	DED <input type="checkbox"/> RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					
A Professional Liab	N/A	044177432	05/01/2017	05/01/2018	Per Claim/Aggregate: \$1,000,000 PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Lochner Job No. 14202 Phase II Design Services - 104th Avenue Multi-Use Path (Village of Orland Park)
Phase II Engineering Services for the construction of a multi-use path along 104th Avenue from its current terminus at 163rd Place to 159th Street

CERTIFICATE HOLDER		CANCELLATION	
Village of Orland Park Denise Domalewski, Contract Administrator 14700 South Ravinia Avenue Orland Park, IL 60462		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	

**104TH AVENUE MULTI-USE PATH
159TH STREET TO 163RD PLACE**

**PHASE II SCOPE OF SERVICES
AND COST ESTIMATE OF CONSULTANT SERVICES**

VILLAGE OF ORLAND PARK

September, 2017

PREPARED BY:

LOCHNER

Village of Orland Park

104th Avenue Multi-Use Path

Phase II Design Services

Scope of Services

September 11, 2017

Phase II Design Engineering Services

This work will comprise the preparation of plans, specifications, and estimates for the construction of a new multi-use path and associated modifications to 104th Avenue from 159th Street to 163rd Place. This work will also include geotechnical engineering and obtaining the necessary permitting and clearances required for the regulatory approval of the proposed improvements. This Scope of Services has been prepared by H. W. Lochner, Inc. (HWL) and the following sub-consultants: Geo Services, Inc. (GSI) for geotechnical items and Huff & Huff, Inc. (H&H), a subsidiary of GZA GeoEnvironmental, Inc. for environmental and permitting services,

The Phase II scope is based on the Phase I plans being completed to an approximately 30% level of detail. Three (3) submittals are considered (60%, 90% and final) for this scope of services.

The scope of the Phase II Design for the construction of a new multi-use path and associated modifications to 104th Avenue from 159th Street to 163rd Place includes the preparation of following major items:

Title Sheet

The location map on the title sheet will be developed based on maps available on IDOT's website.

Typical Sections

Existing and proposed typical sections will be provided for the roadway modifications and multi-use path.

Alignment, Ties & Benchmarks

A plan sheet indicating control points and benchmarks will be provided.

Notes/Index/Standards

General Notes will be included for the proposed work. Standards will be updated at each submittal.

Summary of Quantities

HWL will provide and update the SOQ at each of 3 submittals.

Schedule of Quantities

HWL will provide and update the Schedule at each of 3 submittals.

Plan and Profile Sheets (3 sheets at 1" = 50')

HWL will prepare 3 plan and profile sheets for the roadway modifications and multi-use path. Removal items and drainage and utility items will be shown on the plan and profile sheets.

Maintenance of Traffic

HWL will prepare maintenance of traffic plans for 104th Street assuming that 104th will be open for traffic during construction. 1 major stage of traffic will be assumed. Staging plans will consist of a General Notes Sheet, Typical Sections for each stage, and 1"=50' plan sheets for each stage.

Pavement Markings and Signing (3 sheets at 1" = 50')

HWL will provide plan sheets containing final pavement markings and signing.

Erosion and Sediment Control Plans

HWL will provide plan sheets for Erosion and Sediment Control for each stage of construction (1" = 50'). These plans will include standard erosion and sediment details from the Illinois Urban Manual.

Drainage Schedules

Prepare schedules for proposed drainage structures and sewers.

Special Details

Lochner will prepare special details for the following:

- Modification to twin barrel 5'x 7' box culvert located approximately 500' south of 159th Street per findings of Bridge Condition Report
- Modification to 72" diameter concrete culvert located approximately 500' north of 163rd Place
- Slope Stabilization Details
- Details for construction of embankment in areas adjacent to wetlands/standing water
- Special Grading Details for compensatory storage

Cross sections

HWL will provide cross sections at 100' intervals at the following locations (1 major construction stage assumed):

- Full Sections every 100' along 104th Street
- Half sections at each driveway
- Full sections at cross road culverts

Earthwork tables will be provided, including topsoil and unsuitable soil on project cross sections.

Drainage Calculations

The drainage design scope items are limited to the following:

- Any necessary modifications to the Phase 1 inlet spacing calculations
- Storm sewer sizing calculations
- Compensatory Storage Calculations

Barrier Warrants

HWL will prepare a barrier warrant analysis for the proposed guardrail construction.

Coordination with Cook County Department of Transportation and Highways

HWL will coordinate with Cook County Department of Transportation and Highways to address outstanding review comments/issues from the Phase I study. HWL will meet with the County and coordinate design issues during the Phase II design process.

Potential Geometric Modifications to 104th Avenue

HWL will study potential geometric modifications to 104th Avenue due to potential concerns regarding the use of a steep (1.5:1 H:V in lieu of 1:2) stabilized embankment foreslope along the east side of the proposed multi-use path. The steeper slope is proposed to be used for approximately 900 feet at the north project limits to avoid narrowing lane widths on 104th Avenue, narrowing the median, narrowing the shoulder, or constructing a retaining wall on very poor soils. The steeper slope will not require extending the existing load transfer platform and would limit the floodplain and wetland impacts.

HWL and Geo Services, Inc. will coordinate with Cook County and the Village of Orland Park to address concerns regarding the proposed stabilized steep slope. At the request of the County and as directed by the Village, potential geometric modifications will be investigated to avoid the use of the steeper foreslope. The primary modification would be to narrow the median as much as feasible and provide required tapers to allow for the multi-use path to be shifted to the west.

Special Provisions

HWL will review and provide current check sheets at each of 3 submittals. HWL will review the list of coded pay items at each submittal and develop project-specific special provisions as needed, including the Stormwater Pollution Prevention Plan.

Estimate of Time and Estimate of Cost

HWL will provide and update the estimate at each of 3 submittals

Bid Document Coordination with IDOT

HWL will coordinate with IDOT Local Roads on the preparation of necessary bid document forms and any required updates to special provisions at the time of letting.

Meetings / Field Checks / Coordination

This scope is limited to the following meetings and field checks:

Field Checks

Performing a maximum 2 Field Checks

Coordination Meetings

Attendance at 10 meetings total which includes IDOT, Cook County Department of Transportation and Highways, the Village of Orland Park Local agencies, Regulatory/Permitting Agencies, and Utility Companies.

Geotechnical

See attached scope of services from Geo Services Inc.

Environmental and Permitting

See attached scope of services from Huff & Huff, Inc. (H&H), a subsidiary of GZA GeoEnvironmental, Inc.

QA/QC

The project QA/QC will be provided in accordance with the approved project QA/QC plan.

Administration/Management

HWL will provide Administration and Management consisting of the following:

- Invoicing & Progress reports
- Correspondence & Documentation
- Sub-Consultant Monitoring
- Sub-Consultant Coordination
- Disposition of Comments

Exclusions

The following services are excluded from the engineering scope of services to be provided:

- Plat and Legals (no land acquisition needed)
- Design of modifications to the existing load transfer platform
- Phase III Services
- Value Engineering Study
- Design of Utility Relocations
- Pavement Design
- Intersection Design Studies
- Phase II Intersection Design
- Lighting Design
- Landscaping Design
- 3D Model
- Public Involvement
- Developing Intergovernmental Agreements
- Structure Condition Reports
- Preliminary Bridge Design and Hydraulic Report

**104TH AVENUE MULTI-USE PATH
159TH STREET TO 163RD PLACE**

COST ESTIMATE OF CONSULTANT SERVICES

PAYROLL ESCALATION TABLE
FIXED RAISES
COST PLUS FIXED FEE

FIRM NAME Lochner
 PRIME/SUPPLEMENT Prime

DATE 09/11/17
 PTB NO.

CONTRACT TERM
 START DATE
 RAISE DATE

12 MONTHS
10/1/2017
7/1/2018

OVERHEAD RATE
 COMPLEXITY FACTOR
 % OF RAISE

170.44%
0
3.00%

ESCALATION PER YEAR

10/1/2017 - 7/1/2018
9
12

7/2/2018 - 10/1/2018
3
12

= 75.00%
 = 1.0075

25.75%

The total escalation for this project would be:

0.75%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

Lochner
Prime

DATE

09/11/17

ESCALATION FACTOR

0.75%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Senior Project Manager	\$75.00	\$75.56
Project Manager	\$61.73	\$62.19
Project Engineer	\$50.44	\$50.82
Engineer	\$35.15	\$35.41
Structural Engineer	\$35.75	\$36.02
CAD Technician	\$32.43	\$32.67
Clerical	\$33.65	\$33.90

Subconsultants

FIRM NAME Lochner
PRIME/SUPPLEMENT Prime
PSB NO. _____

DATE 09/11/17

NAME	Direct Labor Total	Contribution to Prime Consultant
Geo Services, Inc.	8,934.84	893.48
Huff & Huff, Inc.	16,161.59	1,616.16
Total	25,096.43	2,509.64

COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

FIRM Lochner
PSB
PRIME/SUPPLEMENT Prime

OVERHEAD RATE **1.7044**
COMPLEXITY FACTOR **0**

DATE 09/11/17

DBE 5.45%

AVERAGE HOURLY PROJECT RATES

FIRM Lochner
PSB
PRIME/SUPPLEMENT Prime

DATE 09/11/17

SHEET 1 **OF** 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES				Phase II Design															
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg		
Senior Project Manager	75.56	40	4.42%	3.34	40	4.42%	3.34														
Project Manager	62.19	190	20.99%	13.06	190	20.99%	13.06														
Project Engineer	50.82	245	27.07%	13.76	245	27.07%	13.76														
Engineer	35.41	296	32.71%	11.58	296	32.71%	11.58														
Structural Engineer	36.02	50	5.52%	1.99	50	5.52%	1.99														
CAD Technician	32.67	70	7.73%	2.53	70	7.73%	2.53														
Clerical	33.90	14	1.55%	0.52	14	1.55%	0.52														
TOTALS		905	100%	\$46.78	905	100.00%	\$46.78	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00		

**104TH AVENUE MULTI-USE PATH
159TH STREET TO 163RD PLACE**

SUBCONSULTANTS

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME Geo Services, Inc.
PRIME/SUPPLEMENT Prime

DATE 09/11/17
PTB NO.

CONTRACT TERM 12 MONTHS
START DATE 10/1/2017
RAISE DATE 7/1/2018

OVERHEAD RATE 197.97%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

10/1/2017 - 7/1/2018

7/2/2018 - 10/1/2018

9
12

3
12

= 75.00%
= 1.0075

25.75%

The total escalation for this project would be:

0.75%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

Geo Services, Inc. DATE
Prime

09/11/17

ESCALATION FACTOR 0.75%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal Engineer	\$70.00	\$70.53
Principal Geotechnical Eng.	\$70.00	\$70.53
Project Manager	\$63.25	\$63.72
Senior Geotechnical Eng.	\$56.00	\$56.42
CADD Supervisor	\$43.25	\$43.57
Engineering Geologist	\$42.75	\$43.07
Senior Project Engineer	\$38.00	\$38.29
Project/Field Engineer	\$34.50	\$34.76
Admin. Assistant	\$26.25	\$26.45

COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

**FIRM
PSB
PRIME/SUPPLEMENT**

Geo Services, Inc.

OVERHEAD RATE **197.97%**
COMPLEXITY FACTOR

DATE

DF-824-039
09/EM12/04

DBE 100,00%

DRF

AVERAGE HOURLY PROJECT RATES

FIRM
PSB
PRIME/SUPPLEMENTGeo Services, Inc.
Prime

DATE 09/11/17

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Project Management			Analysis			Engineering/Reports								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal Engineer	70.53	1	1.67%	1.18							1	5.00%	3.53						
Principal Geotechnical Eng.	70.53	0																	
Project Manager	63.72	20	33.33%	21.24	5	50.00%	31.86	10	33.33%	21.24	5	25.00%	15.93						
Senior Geotechnical Eng.	56.42	0																	
CADD Supervisor	43.57	0																	
Engineering Geologist	43.07	0																	
Senior Project Engineer	38.29	0																	
Project/Field Engineer	34.76	35	58.33%	20.28	5	50.00%	17.38	20	66.67%	23.17	10	50.00%	17.38						
Admin. Assistant	26.45	4	6.67%	1.76							4	20.00%	5.29						
TOTALS		60	100%	\$44.46	10	100.00%	\$49.24	30	100%	\$44.41	20	100%	\$42.13	0	0%	\$0.00	0	0%	\$0.00



A Subsidiary of GZA

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ECOLOGICAL
WATER
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August 25, 2017

Andy McKenna, P.E., CFM, CPESC
H.W. Lochner, Inc.
225 West Washington Street, 12th Floor
Chicago, IL 60606

**Re: Environmental Services for
104th Avenue Multi-Use Path from 159th to 163rd Place – Phase II Engineering
Village of Orland Park, Cook County, Illinois
Proposal No.: 81.PT00100.18**

Dear Mr. McKenna:

Huff & Huff, Inc. (H&H) a subsidiary of GZA GeoEnvironmental, Inc. is pleased to submit this proposal to H.W. Lochner, Inc. (Client) to provide environmental services for the proposed multi-use path on 104th Street from 159th Street to 163rd Place in the Village of Orland Park, Cook County, Illinois.

In 2016, H&H completed wetland delineations and a Preliminary Environmental Site Assessment (PESA) as part of Phase I of the proposed project. This proposal presents our project approach, the scope of services, cost, and schedule for completing the project.

1. PROJECT UNDERSTANDING

The Village of Orland Park is proposing a bike path along 104th Avenue connecting an existing bike path along 104th Avenue, south of 163rd Place, to a bike path along 159th in the Village of Orland Park, Cook County, Illinois. It is anticipated STP funding will be provided for this project and Right-of-Way (ROW) acquisition will occur. H&H has been requested to provide the following services:

- U.S. Army Corps of Engineers (USACE) wetland permitting
- Endangered species review
- Cook County Metropolitan Water Reclamation District (MWRD) wetland permitting
- Illinois Department of Natural Resources (IDNR) Office of Water Resources (OWR) floodway permitting
- Preliminary Site Investigation (PSI)

Based on a 2016 wetland delineation conducted by H&H, wetland impacts to Sites 1 and W1 are anticipated and a permit from the U.S. Army Corps of Engineers (USACE) will be needed. Additional permitting needs may be required with the MWRD and the IDNR OWR for floodway compensatory storage issues.

A 2016 PESA by H&H recommended that a PSI would not be required. However, an October 2016 PESA by the Illinois State Geological Survey (ISGS) indicated that a PSI would be required if the proposed project will include excavation or subsurface utility relocation on existing ROW adjoining a Recognized Environmental Conditions (REC) site. Specifically, ISGS PESA #3296 identified site # 3296-4 (Pond and Vacant Land present on IEMA list, located at the southeast



corner of 159th Street and 104th Avenue) as a site containing a REC. In addition, if construction spoils are anticipated for remaining portions of the corridor under local jurisdiction, assessment of the spoils for off-site final disposition consideration at a clean construction and demolition debris (CCDD) facility is necessary.

2. SCOPE OF SERVICES

Task 1 – USACE Wetland Permitting

Permits for impacts to jurisdictional “Waters of the U.S.” (WOUS) and/or wetlands are issued through the Chicago District, USACE in Cook County. It is anticipated that impacts to Sites 1 and W1 are under the jurisdiction of the Chicago District, USACE. This scope of work includes the tasks necessary to obtain a Regional Permit (RP).

H&H will complete and submit the Joint Application form and other necessary information to obtain a permit from the USACE for impacts to WOUS and/or wetlands. The USACE will coordinate with the following agencies during the review of the Joint Application as required:

- U.S. Army Corps of Engineers (USACE)
- U.S. Fish & Wildlife Service (FWS)
- Illinois Department of Natural Resources (IDNR)
- Illinois Department of Natural Resources/Office of Water Resources (IDNR/OWR)
- Illinois Environmental Protection Agency (IEPA)
- Illinois Historic Preservation Agency (IHPA)

The Chicago District of the USACE has a RP program meant to simplify and expedite specific types of projects. Most RPs have automatically authorized Section 401 Water Quality Certification (WQC) from the IEPA. It is anticipated that this project will qualify for a RP. If the project does not qualify for a RP, an individual permit (IP) will be required. IPs require a public notice period as well as separate Water Quality Certification (WQC) from the IEPA. The IP process can take significantly more time than the RP process. This scope of work assumes the project will qualify under the RP program. This scope does not include an IP.

Within the regional permit program, permits are classified as either Category I or Category II. Category I includes activities with minimal impacts requiring review by the USACE. Category II includes activities with minimal impacts requiring more rigorous review by the USACE and coordination with the resource agencies.

RP 2 authorizes the construction of recreation projects, including golf courses, sports fields, playgrounds, parks and multi-use trails and associated infrastructure, such as roads, utilities, and detention areas. To meet the requirements of the regional permit, impacts to WOUS shall not exceed 1.0 acre and impacts over 0.10 acre require compensatory mitigation. It is anticipated that the proposed multi-use trail would meet the conditions of RP2.

It is H&H's understanding that if necessary, impacts to wetlands will be mitigated via a purchase of wetland bank credits. H&H will identify wetland mitigation banks with available credits and facilitate the purchase of the credits by Client. Costs associated with developing mitigation plans or maintenance and monitoring plans are not included.

This scope includes a pre-application meeting with the USACE.



This task includes costs for one initial submittal and one re-submittal of the Section 404 permit application, if necessary. This task also assumes that the permit submittal to the USACE will be completed electronically through the USACE online portal and that one paper copy will be provided to the USACE.

Task 2 – Endangered Species Review

Endangered species review is also required through the FWS under Section 7 of the Federal Endangered Species Act if a federal action is undertaken (the USACE issuing a permit). The FWS no longer conducts project-by-project review upon request; rather, the applicant is required to conduct an assessment and determine if impacts to federally listed species will occur as a result of the proposed project. To conduct this review, applicants are required to conduct the FWS Section 7 Consultation and document their findings. H&H will prepare the Section 7 Consultation letter.

Coordination with the IDNR for state threatened and endangered species is initiated through the submittal of the Ecological Compliance Assessment Tool (EcoCAT), requesting information on project threatened or endangered species. A fee of \$500 may be assessed by the IDNR for the use of EcoCAT. The EcoCAT fee, if assessed by the IDNR, will be paid by Client.

Based on the initial review of the FWS threatened and endangered species list for Cook County, Illinois, threatened and endangered species are not anticipated to be impacted by the proposed multi-use bike path. If species surveys are required, they can only be completed during certain portions of the year, depending on the species. Because of the uncertainty of the types of species possibly present, estimating costs for surveys at this time is not possible. Therefore, if surveys are required by the agencies after coordination, a more suitable cost estimate can be prepared at that time.

It is H&H's understanding that Client has requested biological clearances through the IDOT's Environmental Survey Request (ESR), which would include necessary coordination for the FWS Section 7 Consultation and IDNR EcoCAT. If needed, H&H will provide any additional endangered species review coordination.

Task 3 – Cook County MWRD Wetland Permitting

On July 10, 2014, Cook County passed the *Cook County Watershed Management Ordinance* which regulated isolated wetlands in Cook County. As a result, the MWRD regulates all isolated wetlands and WOUS not under the jurisdiction of the USACE. Impacts to isolated wetlands and WOUS will require a permit through MWRD and this task includes coordination with MWRD as/if necessary for the riparian submittal. It is not anticipated that isolated wetlands will be impacted as part of this project.

The *Cook County Watershed Management Ordinance* permit process is initiated by the submittal of a Watershed Management Permit Application Form, required for developments that result in any of the following:

- Impacts to flood protection areas,
- Direct and indirect impacts to isolated wetlands and/or WOUS not under the jurisdiction of the USACE,
- One half (0.5) acre of disturbance,
- And developments that substantially improve the regulatory floodplain when altering existing buildings.

For activities that have minimal wetland impacts (less than 0.10 acre of impact to non-HQAR wetlands), a standard isolated wetland submittal is required. For activities with impacts to isolated wetlands and/or WOUS greater than



or equal to 0.10 acre or activities that impact HQAR isolated wetlands and/or WOUS, a more rigorous review is required. No mitigation plans are included in this scope of services.

H&H will review and provide guidance to Client for the wetland, riparian, and buffers portion of the stormwater ordinance permit submittals.

Task 4 – IDNR OWR Floodway Permitting

Any proposed activities in the Public Waters of the state and/or in the floodways of Illinois streams must apply for a permit from the IDNR OWR in accordance with the Rivers, Lakes and Streams Act (see 615 ILCS 5/35).

A permit under Part 3708 is required for construction activities within the floodway of streams draining one square mile or greater in an urban area or ten square miles or greater in a rural area in Cook (excluding City of Chicago), DuPage, Kane, Lake, McHenry, and Will Counties. In general, the applicant must demonstrate that the appropriate use will not reduce floodway conveyance or storage, and will not increase velocities and flood heights. Some minor construction activities regulated under the Part 3708 rules are automatically authorized by Regional Permit No. 3.

H&H will compile the IDNR OWR permit and the Client will provide all engineering and hydrologic analysis to show the project will not reduce floodway conveyance or storage, and will not increase velocities and flood heights.

On January 15, 2014, a new permit application fee went into effect at the IDNR OWR. All applications and written inquiries received will be reviewed free of charge to determine whether or not the Public Water, dam and/or floodway work proposed requires authorization by the Department, so long as sufficient information is provided for the Department to make that determination. Any fees associated with the permit application fee will be paid by Client.

Task 5 – Soil and Water Conservation District Coordination

The Will-South Cook County Soil and Water Conservation District (WSCSWCD) is required to review projects in Will and Cook counties for erosion and sedimentation control measures. If wetland impacts are unavoidable, the WSCSWCD reviews the entire project for erosion control protection (not just the wetland areas). The USACE issuance of a permit to impact wetlands will be contingent upon approval of the erosion and sediment control plan by the WSCSWCD. The WSCSWCD review is initiated under a separate application process.

H&H will assist Client and compile the erosion control submittal to the WSCSWCD. Client will provide soil erosion and sediment control plans. Any fees associated with the erosion control submittal will be paid by Client.

Task 6 – Preliminary Site Investigation (PSI) and CCDD Sampling

H&H utilized the findings of PESA(s) to identify locations for soil sampling related to PIPs identified along the corridor. The specific focus for soil sampling activities will be in areas of proposed excavation and will also account for completing appropriate CCDD LPC-Form documentation (LPC-663 for contaminants of concern associated with identified sites and soil pH only for areas of without PIPs).

Based on our understanding of the project corridor and a preliminary review of information related to PIPs, we have budgeted for a single-day of field effort to conduct a series of soil borings to account for the PIP(s) and also to provide coverage for CCDD documentation. Soil samples will be collected for laboratory analysis of



contaminants of concern associated with identified PIP(s) and also soil pH. In addition, non-PIP areas with excavation will also be sampled for soil pH for CCDD purposes.

Due to the nature of this roadway, direct costs for traffic control services have been included for safety while working within the right-of-way. It is currently unknown if local permits are necessary for conducting the borings. If so, it is understood that Client will assist H&H in coordination with Orland Park to obtain any necessary permits and that any fees would be waived.

Task 7 – Analytical

Since the sampling protocol will be based on the findings of the PESA(s), below is presented for budgetary purposes and is also based on a preliminary review of sites that are evident along the project corridor. Soil samples will be field screened with a photoionization detector (PID) and the sample with the highest PID reading in each boring will be analyzed for:

- **Volatile Organic Compounds (VOCs)** (up to 1 sample) – VOCs are volatile compounds found in gasoline and related to various solvents;
- **Benzene, Toluene, Ethyl benzene, and Xylene (BTEX)** (up to 1 samples) – BTEX are volatile compounds found in gasoline and other volatile petroleum-based products; and
- **Polynuclear Aromatic Compounds (PNAs)** (up to 2 samples) – PNAs are semi-volatile compounds commonly formed during incomplete combustion of organic compounds. PNAs can be formed by the combustion of wood, coal, and petroleum products. They are also found in less refined, nonvolatile petroleum products and can be used to identify potential for diesel or fuel oil contamination in soil.

Other field screening factors such as visual, or proximity to potential sources of known contamination to determine which samples will be analyzed to identify the presence of:

- **Select Total RCRA Metals** (up to 2 samples) – Federal environmental regulations identify eight (8) heavy metals as hazardous if present in a *solid waste* at concentrations above varying threshold concentrations. Select soil samples collected for this project will be analyzed for the presence of metals believed to be present and associated with the RECs (PIPs). Total lead is the only metal associated with LUST sites. No other metals will be analyzed. These select samples will be analyzed for consideration as Clean Construction and Demolition Debris (CCDD).
- **SPLP Metals** (up to 1 sample) – The SPLP, or Synthetic Precipitation Leaching Procedure is designed to determine the mobility of both organic and inorganic analytes present in solid wastes. This analytical method will only be used if required to determine final disposition of spoils if a sample indicates elevated levels of metals which require further analysis for disposal.

In addition, multiple soil samples will be analyzed for pH using a field meter, consistent with CCDD sampling requirements, to evaluate the acidic or alkaline characteristics of a liquid or solid, with select samples submitted for laboratory analysis confirmation (up to 6). High concentrations of either acid or alkaline materials introduced into the environment can impair the effected environment. Soil pH is important in assessing metal concentrations relative to migration to groundwater according to TACO Tier 1 objectives and the CCDD Maximum Allowable Concentrations (MACs).



Task 8 – PSI Report Preparation (Including LPC-Form Documentation)

One report summarizing the results of the PSI will be prepared, which will also include the LPC-Form documentation necessary for CCDD disposal consideration, if applicable based upon analytical results. If portions of the project area have results that do not achieve the CCDD Maximum Allowable Concentration (MAC) values, these exclusion zones will be identified for Client to incorporate into the bidding documents to aid in determining the quantities, pay items, and special provisions.

The following information will be included in this report:

- a) The project location and description
- b) Historical uses of corridor.
- c) The area geology and hydrology.
- d) The environmental status of sites adjacent to the corridor regarding chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, and hazardous waste, and PCBs.
- e) An analysis of the site inspection.
- f) A summary of the findings regarding any environmental concerns. This will include IDOT's per Memo 66-10 and identification of Potentially Impacted Properties (PIPs) per Subpart F, Section 1100, 35 IAC, related to Clean Construction Demolition Debris management.
- g) A summary of the PSI procedures, boring locations, analytical results, and comparison to applicable remedial objectives (ROs) and/or the MAC values.
- h) LPC-Form documentation for CCDD facility disposal consideration. If portions of the project area have results that do not achieve the CCDD Maximum Allowable Concentration (MAC) values, these exclusion zones will be identified for Client to incorporate into the bidding documents to aid in determining the quantities, pay items, and special provisions.

Task 9 – Project Management

For this task, the scope of work includes time necessary to manage the project, including scheduling and coordination with the prime consultant, drillers, and environmental laboratories.

Task 10 – QA/QC

Time under this task includes QA/QC time for the permitting materials and correspondence as described above. All permitting documents will be forwarded to Client for review prior to formal submittals.

3. PROJECT COSTS

Costs for these services are presented in the Cost Estimate for Consultant Services.



4. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

CONDITIONS OF ENGAGEMENT

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. H&H's report will be prepared on behalf of and for the exclusive use of Client. Client acknowledges and agrees that the report and the findings in the report shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without the written consent of H&H. H&H would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties.

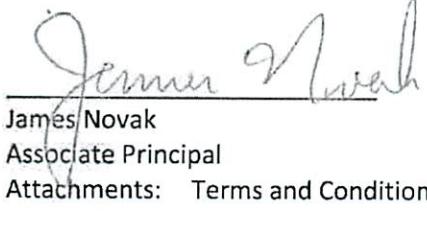
ACCEPTANCE

This agreement may be accepted by signing in the appropriate space below and returning one *complete* copy to H&H. Issuance of a Purchase Order implicitly acknowledges acceptance of this proposal. This proposal is valid for a period of 30 days from the date of issue.

We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (630) 684-9100 with any questions.

Very truly yours,

Huff & Huff, Inc.


James Novak

Associate Principal

Attachments: Terms and Conditions

This Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of _____.

By: _____

Title: _____

Printed/Typed Name: _____

Date: _____

The Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail delivery of a document in ".pdf" format, each such signature shall create a valid and binding obligation



of the party executing the document, or on whose behalf each document is executed, with the same force and effect as if each such facsimile or ".pdf" signature were an original thereof.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

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These Terms and Conditions, together with H&H's Proposal, make up the Agreement between H&H and you, Client, named in the attached proposal.

BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND H&H.

- 1. Services.** H&H will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in H&H's costs will be the subject of a negotiated amendment or change order.
- 2. Standard of Care.** H&H will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. **NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY H&H'S PROPOSAL OR BY ANY OF H&H'S ORAL OR WRITTEN REPORTS.**
- 3. Payment.**
 - a. Except as otherwise stated in the Proposal, you will compensate H&H for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
 - b. Any retainer specified in H&H's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
 - c. H&H will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. H&H may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse H&H's costs of collecting overdue invoices, including reasonable attorneys' fees.
- 4. Your Responsibilities.**
 - a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide H&H with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to H&H. Unless otherwise indicated in writing, H&H will be entitled to rely on documents and information you provide.
 - b. If you use the services of a construction contractor at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
 - (i) to indemnify, defend and hold harmless, to the fullest extent permitted by law, you and H&H, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of



construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;

(ii) to name you and H&H as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and

(iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.

c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify H&H and H&H shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.

5. **Right of Entry.** You grant H&H and its subcontractor(s) permission to enter the site to perform the services. If you do not own the site, you represent and warrant that the owner has granted permission for H&H to enter the site and perform the services; you will provide reasonable verification on request; and you will indemnify H&H for any claims by the site owner related to alleged trespass by H&H or its subcontractors.

6. **Reliance.** The services, information, and other data furnished by you shall be at your expense, and H&H may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by H&H is directly related to the accuracy and completeness of the information and data that you furnish to H&H. **H&H's REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO H&H.**

7. **H&H Professionals.** H&H employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists, collectively referred to in this section as "H&H Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of H&H or other contractor/consultant(s), which audit may require additional services, even though H&H and such H&H Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate H&H for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.

8. **Hazardous Materials; H&H "Not a Generator".** Before any hazardous or contaminated materials are removed from the site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. H&H will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the site. H&H will not have responsibility for or control of the site or of operations or activities at the site other than its own. H&H will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold H&H harmless for any costs or liability incurred by H&H in defense of or in payment for any legal actions in which it is alleged that H&H is the owner, generator, treater, storer or disposer of hazardous waste.

9. **Limits on H&H's Responsibility.** H&H will not be responsible for the acts or omissions of contractors or others at the site, except for its own subcontractors and employees. H&H will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall H&H's professional activities or the presence of H&H or its employees and subcontractors be construed to imply that H&H has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by H&H of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.



10. Changed Conditions.

- a. You recognize the uncertainties relating to the furnishing of professional services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
- b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, H&H will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.
- c. If no agreement can be reached, H&H will be entitled to terminate its services and to be equitably compensated for the services already performed. H&H will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part or any other causes beyond H&H's reasonable control, and you will compensate H&H for any resulting increase in its costs.

11. Documents and Information. All documents, data, calculations and work papers prepared or furnished by H&H are instruments of service and will remain H&H's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to H&H. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to H&H. Any technology, methodology or technical information learned or developed by H&H will remain its property. Provided H&H is not in default under this Agreement, H&H's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.

12. Electronic Media. In accepting and utilizing any drawings, reports and data on any form of electronic media generated by H&H, you covenant and agree that all such electronic files are instruments of service of H&H, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by H&H and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of H&H will be at the user's sole risk and without any liability to H&H.

13. Confidentiality; Subpoenas. Information about this Agreement and H&H's services and information you provide to H&H regarding your business and the site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as H&H reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. H&H will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. You will reimburse H&H for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.

14. Insurance. During performance of the services, H&H will maintain workers compensation, commercial general liability, automobile liability, and professional liability insurance. H&H will furnish you certificates of such insurance on request.

15. Indemnification. You agree to hold harmless, indemnify, and defend H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by H&H's negligence or willful misconduct.

16. Limitation of Remedies.

- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by H&H under this Agreement.



- b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
- c. Any claim will be deemed waived unless received by H&H within one year of substantial completion of the services.
- d. H&H will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages.
- e. H&H will not be liable to you or the site owner for injuries or deaths suffered by H&H's or its subcontractors' employees.
- f. You will look solely to H&H for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any H&H principal, officer, employee or agent.

17. Disputes.

- a. All disputes between you and H&H shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
- d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

18. Miscellaneous.

- a. Illinois law shall govern this Agreement.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.
- d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to H&H under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in H&H's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.

The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.



Illinois Department of Transportation

Firm	Huff & Huff, Inc.
Route	104th Street Multi-Use Path
Section	159th to 163rd Place
County	Cook
Job No.	P-91-142-16
PTB & Item	

Date 8/24/2017

Overhead Rate 186.64%

Complexity Factor 0

Method of Compensation:

Cost Plus Fixed Fee 1

Cost Plus Fixed Fee 2

Cost Plus Fixed Fee 3

Specific Rate

Lump Sum

14.5%[DL + R(DL) + OH(DL) + IHDC]
 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 14.5%[(2.3 + R)DL + IHDC]



Route 104th Street Multi-Use Path
 Section 159th to 163rd Place
 County Cook
 Job No. P-91-142-16
 PTB/Item

Consultant Huff & Huff, Inc.

Average Hourly Project Rates

Date 8/24/2017

Sheet 1 OF 2

Payroll Classification	Avg Hourly Rates	Total Project Rates			USACE Permitting			Endangered Species Review			Cook County Permitting			IDNR OWR Permitting			SWCD Coordination			
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	
Senior Principal	70.00	0																		
Principal	70.00	0																		
Associate Principal II	70.00	0																		
Associate Principal I	54.34	5	3.25%	1.76																
Senior Consultant	67.94	0																		
Senior Geotechnical Consultant	62.84	0																		
Senior Project Manager III	58.56	0																		
Senior Project Manager II	41.54	0																		
Senior Landscape Architect	51.82	0																		
Senior Planning PM	46.58	0																		
Senior Geologist PM	41.42	6	3.90%	1.61																
Senior Technical Specialist	43.90	1	0.65%	0.29																
Senior Scientist PM II	45.42	0																		
Senior Scientist PM I	37.12	14	9.09%	3.37	6	12.50%	4.64	2	20.00%	7.42	2	16.67%	6.19	2	18.18%	6.75	2	15.38%	5.71	
Senior Technical Scientist	35.55	0																		
Senior CADD Specialist	32.94	6	3.90%	1.28	2	4.17%	1.37													
Scientist PM	41.94	0																		
Geologist PM	35.17	0																		
Engineer PM	40.46	0																		
Planning PM	34.46	0																		
Architect PM	34.20	0																		
Assistant PM Engineer II	38.58	0																		
Assistant PM Engineer I	33.58	40	25.97%	8.72																
Assistant PM Scientist	27.31	77	50.00%	13.66	38	79.17%	21.62	8	80.00%	21.85	10	83.33%	22.76	8	72.73%	19.86	10	76.92%	21.01	
Engineer I	30.90	0																		
Scientist EI	25.14	0																		
Administrative Managers	39.62	4	2.60%	1.03	2	4.17%	1.65								1	9.09%	3.60	1	7.69%	3.05
Senior Administrative Assistant	27.45	1	0.65%	0.18																
Intern	15.73	0																		
		0																		
TOTALS		154	100%	\$31.91	48	100%	\$29.29	10	100%	\$29.27	12	100%	\$28.95	11	100%	\$30.21	13	100%	\$29.77	



Route 104th Street Multi-Use Path
 Section 159th to 163rd Place
 County Cook
 Job No. P-91-142-16
 PTB/Item

Consultant Huff & Huff, Inc.

Average Hourly Project Rates

Date 8/24/2017

Sheet 2 OF 2

Payroll Classification	Avg Hourly Rates	PSI & CCDD Sampling			Analytical			PSI Report			Project Management			QA/QC					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Principal	70.00																		
Principal	70.00																		
Associate Principal II	70.00																		
Associate Principal I	54.34																		
Senior Consultant	67.94																5	71.43%	38.82
Senior Geotechnical Consultant	62.84																		
Senior Project Manager III	58.56																		
Senior Project Manager II	41.54																		
Senior Landscape Architect	51.82																		
Senior Planning PM	46.58																		
Senior Geologist PM	41.42	1	5.88%	2.44					1	3.33%	1.38	2	40.00%	16.57	2	28.57%	11.83		
Senior Technical Specialist	43.90					1	100.00%	43.90											
Senior Scientist PM II	45.42																		
Senior Scientist PM I	37.12																		
Senior Technical Scientist	35.55																		
Senior CADD Specialist	32.94								4	13.33%	4.39								
Scientist PM	41.94																		
Geologist PM	35.17																		
Engineer PM	40.46																		
Planning PM	34.46																		
Architect PM	34.20																		
Assistant PM Engineer II	38.58																		
Assistant PM Engineer I	33.58	16	94.12%	31.60					24	80.00%	26.86								
Assistant PM Scientist	27.31												3	60.00%	16.39				
Engineer I	30.90																		
Scientist EI	25.14																		
Administrative Managers	39.62																		
Senior Administrative Assistant	27.45								1	3.33%	0.91								
Intern	15.73																		
TOTALS		17	100%	\$34.04	1	100%	\$43.90	30	100%	\$33.55	5	100%	\$32.96	7	100%	\$50.65	0	0%	\$0.00

HUFF & HUFF, INC.
SUMMARY OF INHOUSE DIRECT COSTS
 Lochner 104th Street Multi-Use Path

<u>DIRECT</u>						
Task 01 - USACE Permitting						
Trips - Company	50 miles	x	1 x \$ 0.535	= \$ 26.75		
Tolls			4 x \$ 1.50	= \$ 6.00		
Reproduction	1 sets	x	200 x \$ 0.03	= \$ 6.00		
Color copies	1 sets	x	50 x \$ 0.11	= \$ 5.50		
			0 x \$ -	= \$ -		
				<u>Task Total</u>	<u>\$ 44.25</u>	
Task 02 - Endangered Species Review						
			0 x \$ -	= \$ -		
				<u>Task Total</u>	<u>\$ -</u>	
Task 03 - Cook County Permitting						
			0 x \$ -	= \$ -		
				<u>Task Total</u>	<u>\$ -</u>	
Task 04 - IDNR OWR Permitting						
Reproduction	1 sets	x	200 x \$ 0.03	= \$ 6.00		
Color copies	1 sets	x	50 x \$ 0.11	= \$ 5.50		
			0 x \$ -	= \$ -		
				<u>Task Total</u>	<u>\$ 11.50</u>	
Task 05 - SWCD Coordination						
Reproduction	1 sets	x	150 x \$ 0.03	= \$ 4.50		
Color copies	1 sets	x	50 x \$ 0.11	= \$ 5.50		
			0 x \$ -	= \$ -		
				<u>Task Total</u>	<u>\$ 10.00</u>	
Task 06 - PSI & CCDD Sampling						
Trips - Company	50 miles	x	2 x \$ 0.535	= \$ 53.50		
Tolls			8 x \$ 1.50	= \$ 12.00		
Field Kit			1 x \$ 30.00	= \$ 30.00		
PID Rental			1 x \$ 50.00	= \$ 50.00		
pH Meter			1 x \$ 10.00	= \$ 10.00		
			0 x \$ -	= \$ -		
				<u>Task Total</u>	<u>\$ 155.50</u>	
Task 07 - Analytical						
			0 x \$ -	= \$ -		
				<u>Task Total</u>	<u>\$ -</u>	
Task 08 - PSI Report						
Reproduction	3 sets	x	150 x \$ 0.03	= \$ 13.50		
Color copies	3 sets	x	25 x \$ 0.11	= \$ 8.25		
			0 x \$ -	= \$ -		
				<u>Task Total</u>	<u>\$ 21.75</u>	
Task 09 - Project Management						
			0 x \$ -	= \$ -		
				<u>Task Total</u>	<u>\$ -</u>	
Task 10 - QA/QC						
			0 x \$ -	= \$ -		
				<u>Task Total</u>	<u>\$ -</u>	
GRAND TOTAL						
				\$ 243.00		

HUFF & HUFF, INC.
SUMMARY OF OUTSIDE DIRECT COSTS
 Lochner 104th Street Multi-Use Path

	<u>OUTSIDE</u>
Task 01 - USACE Permitting Federal Express	$1 \times \$ 20.00 = \$ 20.00$ $0 \times \$ - = \$ -$ <hr/>
Task 02 - Endangered Species Review	$0 \times \$ - = \$ -$ <hr/>
Task 03 - Cook County Permitting	$0 \times \$ - = \$ -$ <hr/>
Task 04 - IDNR OWR Permitting Federal Express	$1 \times \$ 20.00 = \$ 20.00$ $0 \times \$ - = \$ -$ <hr/>
Task 05 - SWCD Coordination Federal Express	$1 \times \$ 20.00 = \$ 20.00$ $0 \times \$ - = \$ -$ <hr/>
Task 06 - PSI & CCDD Sampling	$0 \times \$ - = \$ -$ <hr/>
Task 07 - Analytical VOC BTEX PNAs RCRA total RCRA SPLO pH	$1 \times \$ 138.00 = \$ 138.00$ $1 \times \$ 55.00 = \$ 55.00$ $2 \times \$ 105.00 = \$ 210.00$ $2 \times \$ 85.00 = \$ 170.00$ $1 \times \$ 165.00 = \$ 165.00$ $1 \times \$ 20.00 = \$ 20.00$ $0 \times \$ - = \$ -$ <hr/>
Task 08 - PSI Report Federal Express	$1 \times \$ 20.00 = \$ 20.00$ $0 \times \$ - = \$ -$ <hr/>
Task 09 - Project Management	$0 \times \$ - = \$ -$ <hr/>
Task 10 - QA/QC	$0 \times \$ - = \$ -$ <hr/>
	<hr/>
	GRAND TOTAL \$ 838.00



FIRM NAME Huff & Huff, Inc.
PRIME/SUPPLEMENT

Payroll Escalation Table
Fixed Raises

CONTRACT TERM
START DATE 9/1/2017
RAISE DATE 3/1/2018

12 MONTHS
9/1/2017
3/1/2018

DATE 8/24/2017
PTB NO.

OVERHEAD RATE 186.64%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

9/1/2017 - 3/1/2018
6
12

3/2/2018 - 9/1/2018
6
12

[REDACTED]

[REDACTED]

[REDACTED]

= 50.00%
= 1.0150

51.50%

The total escalation for this project would be:

1.50%



Payroll Rates

FIRM NAME
PRIME/SUPPLEMENT
PTB NO.

Huff & Huff, Inc.

DATE 8/24/2017

ESCALATION FACTOR 1.50%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Senior Principal	\$70.00	\$70.00
Principal	\$70.00	\$70.00
Associate Principal II	\$70.00	\$70.00
Associate Principal I	\$53.54	\$54.34
Senior Consultant	\$66.94	\$67.94
Senior Geotechnical Consultant	\$61.91	\$62.84
Senior Project Manager III	\$57.69	\$58.56
Senior Project Manager II	\$40.93	\$41.54
Senior Landscape Architect	\$51.05	\$51.82
Senior Planning PM	\$45.89	\$46.58
Senior Geologist PM	\$40.81	\$41.42
Senior Technical Specialist	\$43.25	\$43.90
Senior Scientist PM II	\$44.75	\$45.42
Senior Scientist PM I	\$36.57	\$37.12
Senior Technical Scientist	\$35.02	\$35.55
Senior CADD Specialist	\$32.45	\$32.94
Scientist PM	\$41.32	\$41.94
Geologist PM	\$34.65	\$35.17
Engineer PM	\$39.86	\$40.46
Planning PM	\$33.95	\$34.46
Architect PM	\$33.69	\$34.20
Assistant PM Engineer II	\$38.01	\$38.58
Assistant PM Engineer I	\$33.08	\$33.58
Assistant PM Scientist	\$26.91	\$27.31
Engineer I	\$30.44	\$30.90
Scientist EI	\$24.77	\$25.14
Administrative Managers	\$39.03	\$39.62
Senior Administrative Assistant	\$27.04	\$27.45
Intern	\$15.50	\$15.73
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00