

VILLAGE OF WILMETTE 1200 Wilmette Ave Wilmette, IL 60091

> Contract No. 19076 Amendment No. 01

> > For:

US 41 (Skokie Boulevard) at Lake Avenue Intersection
Phase 1 Engineering

With:

Civiltech Engineering, Inc. Two Pierce Place, Suite 2624 Itasca, IL 60143

- 1. The Village of Wilmette ("Village") and Civiltech Engineering, Inc. ("Consultant") have entered into contract no. 19076 US 41 (Skokie Boulevard) at Lake Avenue Intersection Phase 1 Engineering.
- 2. For and in consideration of \$30,153.00 and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Village and Consultant hereto agree to add the the Skokie Boulevard corridor in the scope of work for the Phase 1 Study as described in Amendment No. 01 Attachment One.
- 3. This Amendment No. 01 and the attached Attachment One are incorporated into the Agreement and shall not be effective unless this Amendment is also executed by the Parties.
- 4. Except as set forth in this Amendment No. 01, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.
  - 5. All other contract terms and conditions remain in full force and effect.
- 6. The Amendment to the Contract shall be binding on the parties and effective only as of the date fully executed by both parties.

N WITNESS WHEREOF, the Village of Wilmette, Illinois by Robert T. Bielinski, Village President, and the Contractor have hereunto set their hands to this Contract on the day of, 201	9
THE VILLAGE OF WILMETTE, ILLINOIS	
Accepted this, 2019    Column T.   Solumn	
FOR THE CORPORATION	
An officer duly authorized by the corporation shall sign here:	
Accepted this day of, 2019	
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By Vice President Position/Title	
Civiltah Engineering Inc. Print Company Name	
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### AMENDMENT NO. 01 ATTACHMENT ONE CIVILTECH ENGINEERING, INC. PROPOSAL



### U.S. Route 41 (Skokie Boulevard) and Lake Avenue Intersection Phase I Study – Addendum #1 Village of Wilmette

### I. Scope of Services

The original project scope and limits for the U.S. Route 41 (Skokie Boulevard) and Lake Avenue Intersection Phase I Study has been expanded to include additional improvements beyond the intersection. The additional improvements include providing a shared-use path or sidewalk from the northern limit of the intersection improvement to the intersection of Illinois Road and Sprucewood Lane, replace the traffic signal at the Skokie Boulevard and Edens' Plaza Intersection, and median improvements along Skokie Boulevard at the I-94 (Edens Expressway) Ramp. The additional improvements will require additional safety and geometric studies not covered in the original project scope. This work will be included in the originally scoped Project Development Report.

<u>Item 1 - Early Coordination and Data Collection</u> - This work item will include collecting available existing information covering the additional area required for the Phase I Report and performing the necessary classification and cataloging for use in subsequent tasks as follows:

- Collect and review previous studies and existing roadway plans near the intersection of U.S.
   Route 41 (Skokie Boulevard) and Illinois Road and at the I-94 (Edens Expressway) Ramp.
- Prepare and process additional Environmental Survey Request exhibits. This will include additional ground level photos of all structures/buildings of 40 years or older.

<u>Item 2 – Topographic Survey</u> – In order to develop accurate construction costs a complete design topographic survey will be conducted as part of the Phase I study. This survey will include topographic information, cross sections, stream survey, and a drainage and utility survey for the additional project area.

This work item will include the preparation of electronic base sheets from the original northern project limit to the intersection of Illinois Road and Sprucewood Lane, including identification and location of all existing utilities within the additional project limits. This area will include up to approximately 10 feet beyond the existing right-of-way. Existing cross section information will be generated from the survey data and plotted on cross section sheets to aid in the development of a proposed roadway profile and completion of the drainage analysis. Proposed cross sections will be a requirement in the IDOT Traffic and Geometric submittal for the shared-use path/sidewalk.

A surveying subconsultant will perform the above tasks. We propose to use Jorgensen and Associates, Inc. as a subconsultant to perform the field survey. A copy of their proposal is included in Attachment B.

Item 3 – Crash Analysis – In order to satisfy IDOT and FHWA requirements, it will be necessary to gather and review additional crash data between the original northern project limit and the intersection of Illinois Road and Sprucewood Lane to determine the existence of any safety hazards within the expanded project limits. Therefore, this work item will include the following items:

 Collect 5 years of crash data, tabulate data and plot collision diagrams, complete wet/dry, roadway lighting, and pedestrian safety analyses for the extended study area.

> Exhibit A-1 – Scope of Services Addendum #1



 Evaluate safety improvement needs, identify countermeasures and recommendations to increase safety for pedestrians and vehicles, and write crash analysis for the extended study area.

Item 4 - Alternate Geometric Studies — As part of this study, sidewalk and shared-use path alternatives will be evaluated to develop a Preferred Alternative for the improvements warranted under the Village of Wilmette's Complete Streets Policy. The alternatives will include both a sidewalk and shared-use path to connect the intersection of Illinois Road to the original northern project limit. The traffic signal at the intersection of Skokie Boulevard and Eden's Plaza will be replaced. It is assumed that an IDS, or geometric changes at this intersection will not be required by IDOT. This work task will include:

- Prepare detailed sidewalk/shared-use path horizontal geometrics on topographic base sheets.
- Define vertical sidewalk/shared-use path geometrics including detailed analysis of proposed roadway cross sections.
- Determine existence of and potential for environmental impacts due to the proposed improvement.
- Review community feedback in the project area from the Master Bike and Active Transportation
  Plan.
- Prepare plan and profile exhibits for the sidewalk/shared-use path.
- Prepare ADA Ramp Detail Calculation Sheets at the Skokie/Eden's Plaza intersection for the preferred alternative.
- Submit detailed geometrics, traffic and crash data and environmental impacts to the Village and IDOT. It is assumed that these geometrics will be revised up to three times prior to presentation at the Public Information Meeting.

Item 5 – Preliminary Environmental Site Assessment (PESA) – As part of the environmental studies required for a Federal-aid project, it is necessary to perform a Special Waste Screening Analysis to determine if there are any sites located along the additional project area that may result in the need for further environmental investigation. Due to the current and previous land use, it is anticipated that the initial screening will result in the need for a Preliminary Environmental Site Assessment (PESA) to be completed along the local route (Illinois Road - Village) to determine the extent of any special remediation that may need to occur. It is also anticipated that a PESA will be completed by IDOT for roadway under their jurisdiction (as part of the ESR process). The PESA for the original scope only included an IDOT PESA along IL Route 41 (Skokie Boulevard) and a Local PESA along Lake Avenue. A Local PESA will be required along Illinois Road as well.

This work will be completed by a subconsultant, Huff & Huff, Inc. A copy of their proposal is included in Attachment D.

Item 6 - Drainage Study - This Item will include expanding the original scope to cover the additional project area, including an analysis of the existing drainage conditions and assess physical deficiencies as well as the requirements for the proposed drainage for the selected improvement. It is anticipated that IDOT will not require a Location Drainage Study with the expanded project limits.

Item 7 - Wetland Investigation - Additional wetland and Waters of the U.S. screening will be required along U.S. Route 41 between the original northern project limit and the intersection of Illinois Road and



Sprucewood Lane and included in the Wetland/Surface Water Summary Memorandum. This will be conducted in accordance with the approach presented in the original Scope of Services. This work will be completed by a subconsultant, Huff & Huff, Inc. A copy of their proposal is included in Attachment D.

<u>Item 8 – ITEP Funding Application</u> – The intention of the Village to pursue project funding through the Illinois Transportation Enhancement Program (ITEP). This work item will include the following:

- Prepare necessary application exhibits, forms and attachments.
- Submit, print, bind, and deliver the application.

<u>Item 9 - Draft Project Development Report</u> – The extended project area will require additional exhibits, cost estimates, and report preparation to be completed. Specifically this work item will include the following:

- Prepare additional report exhibits for the extended study area, including existing and proposed typical sections along U.S. Route 41 (Skokie Boulevard) near the I-94 (Edens Expressway) ramp.
- Prepare a detailed construction cost estimate for the extended study area.
- · Write, proofread and edit the Draft PDR for the extended study area.

Item 10 - Final Project Development Report - Based on the outcome of the draft report review, the public involvement activities and comments, and input from the Village, IDOT, and CCDOTH, the final Project Development Report will be prepared and printed. Design Approval would be requested from IDOT. This work item will include the following tasks:

- Revise construction cost estimate for improvements.
- · Revise draft PDR report, proofread and edit for the extended study area.

### Attachment A

**Cost Estimate of Consultant Services** 

Amendment No. 01 - Page 9

## U.S. Route 41 (Skokle Boulevard) and Lake Avenue Intersection Phase I Study Village of Wilmette

## COST ESTIMATE OF CONSULTANT SERVICES PHASE I ENGINEERING ADDENDUM #1

						Personnel & Hours	fours							
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\* Multiplier = (DL + OH + FF)

OL = Orect Labor

OH = Overload = 116,59%

FF = Fixed Few = 31,40%,

where FF = 14,5%[DL + OH(DL)]

U.S. Route 41 (Skokte Boulevard) and Lake Avenue Intersection Phase I Study Village of Wilmette

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### WORKHOUR ESTIMATE PHASE I ENGINEERING ADDENDUM #1

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### U.S. Route 41 (Skokie Boulevard) and Lake Avenue Intersection Phase I Study Village of Wilmette

### PHASE I ENGINEERING DIRECT COSTS AND SUBCONSULTANT SERVICES ADDENDUM #1

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		Direct Cost	Expense
Item 2	Field Survey		
Subconsu	Itant Expense - Jorgensen and Associates, Inc.		\$15,004.46
See Attac	hment B		
item 5	Preliminary Environmental Site Assessment		
Subconsu	Itant Expense - Huff & Huff, Inc.		
See Attac	hment C		
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See Attac	hment C		\$2,247.17
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	1 package @ \$25.00	\$25.00	
TOTAL:		\$40	\$17,252

### Attachment B

Sub-Consultant Scope of Services and Fee Estimate

Field Survey

Jorgensen and Associates, Inc.

August 6, 2019

Mr. Joel E. Christell, P.E. Civiltech Engineering, Inc. Two Pierce Place Suite 1400 Itasca, Illinois 60143

Re:

Village of Wilmette - Lake Avenue & Skokie Boulevard Supplemental Survey

Proposal

Dear Mr. Christell:

Enclosed, please find our revised proposal to prepare a supplemental topographic survey for the referenced project. Our proposal is based on Jim Tibble's emails of July 11th and August 1st and my telephone conversations.

Should you have any questions, comments or require any further information concerning our proposal, please feel free to call me at (847)356-3371.

Respectfully submitted,

Jorgensen & Associates, Inc.

Christian H. Jorgenson, P.L.S.

President

CHJ/pt

Enclosures

E/Civiltoch/Wilmette/Lake Ave/Supplement/Letter

Route:

Lake Avenue & Skokie Boulevard

Section:

County: Cook

Job No.:

### Exhibit "A"

### Payroll Burden & Fringe Costs

	% of Direct Productive <u>Payroll</u>
Federal Insurance Contributions Act	11.81%
State Unemployment Compensation	0.47%
Federal Unemployment Compensation	0.11%
Workmen's Compensation Insurance	0.95%
Paid Holidays, Vacation, Sick Leave, Personal Leave	9.83%
Bonus	11.78%
Pension	0.98%
Group Insurance	37.83%
Total Pavroll Burden & Fringe Costs	73.76%

E:\Civiltech\Wilmette\Lake Ave\Supplement\EXA

Route:

Lake Avenue & Skokie Boulevard

Section:

County:

Cook

Job No.:

### Exhibit "B"

### Overhead and Indirect Costs

	% of Direct Productive <u>Payroll</u>
Business Insurance	4.72%
Depreciation	11.00%
Indirect wages and salaries	42.74%
Reproductive and printing costs	0.23%
Office Supplies	2.99%
Computer Costs	2.19%
Professional Fees	1.94%
Telephone	1.89%
Fees, license & dues	0.88%
Repairs and maintenance	1.77%
Business space rent	4.94%
Facilities - capital	0.72%
Travel - Meals	0.26%
Survey Supplies	2.60%
Automobile/travel expense	0.41%
Miscellaneous Expense	0.76%
State Income Tax	1.67%
Postage	0.20%
Educational & Professional Registrations	0.23%
Gain on Sale of Asset	(1.33%)
Total Overhead	80.81%

Amendment No. 01 - Page 17

## PAYROLL ESCALATION TABLE FIXED RAISES

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### **PAYROLL RATES**

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**ESCALATION FACTOR** 

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CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Supervisor, P.L.S.	\$44.00	\$44.00
Survey Party Chief, P.L.S.	\$28.50	\$28,50
Instrument Operator	\$22.25	\$22.25
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# COST ESTIMATE OF CONSULTANT SERVICES

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Jorgensen & Associates, Inc.

OVERHEAD RATE COMPLEXITY FACTOR

P. C.

08/06/19

DATE

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PREPARED BY THE CONSULTANT

Village of Wilmette Printed 8/6/2019

Bureau of Design and Environment (Rev. 05/08/15)

## AVERAGE HOURLY PROJECT RATES

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Bureau of Design and Amendment (Re995588/15)

PREPARED BY THE CONSULTANT

Village of Wilmette Printed 8/5/2019 Route:

Lake Avenue & Skokie Boulevard

Section:

County:

Cook

Job No.:

### Manhour Breakdown **Topographic Survey Estimate**

Illinois Road

 $\pm$  320' =  $\pm$  0.061 mile

Skokie Boulevard  $\pm 1.650' = \pm 0.312$  mile

Total Length

 $\pm 1,970' = \pm 0.373$  mile

### 1. Field – Topographic Survey

a. Measure traverse & level circuit

5 hours x 2 men =

10 MH

b. Locate existing R.O.W. line occupation

14 hours  $\times$  2 men =

28 MH

c. Locate existing topography & inverts

35 hours x 2 men =

70 MH

Sub-total Item #1

108 MH

### 2. Office - Compile Field Data

a. Compute traverse & level circuit

2 hours x 1 man =

2 MH

b. Compute existing R.O.W. lines

14 hours x 1 man =

14 MH

c. Edit & compile field data

5 hours x 1 man =

5 MH

Sub-total Item #2

21 MH

2	Office	Cranta	Eviction	Topograi	ahai E	2വഗച 1	حالت
.).	Onice -	Create	EXISTINE	1 ()()()()()()()	DOV U	34.5E I	- He

a. Layout and drafting existing topography 23 hours x 1 man =

23 MH

### 4. Office - Create T.I.N. & Contours

a. Compute contours 4 hours x 1 man =

4 MH

### 5. QC/QA

a. Check topographic survey 11 hours x I man =

11 MH

b. Check contours
1 hours x 1 man =

I MH

Total All Items 168 MH

Route:

Lake Avenue & Skokie Boulevard

Section:

County:

Cook

Job No.:

### Breakdown of In House Direct Costs

Item

1. Field - Topographic Survey

a. Trips to project site - 7 each
 ± 70 miles/trip x 7 trips = ± 490 miles

± 490 miles @ \$0.58/mile =

\$ 284.20

2. Office - Compile Field Data

a. Plats of Subdivision from Recorder's Office

\$ 140.00

Total All Items

\$ 424.20

E:\Civiltoch\Wilmette\Lako Ave\Supplement\lHC

### Attachment C

Sub-Consultant Scope of Services and Fee Estimate

Wetland Delineations and Impact Evaluations

Huff and Huff, Inc.



GEOTECHNICAL

ERVINGSIALN AL EGG: OG:(A) WATER

COMSTRUCTION MANAGEMENT

gas Harger Road Suite 330 Oak Brook, IL 60523 T: 630.684, jaco F: 630.684, jaco www.huffinhuff.com www.gaa.com



July 12, 2019

via email: jchristell@civiltechinc.com

Mr. Joel E. Christell, P.E. Project Manager Civiltech Engineering, Inc. Two Pierce Place Itasca, Illinois 60143

Re: Supplement 1: US 41 (Skokie Blvd) and Lake Avenue Intersection Wilmette, Cook County, Illinois Proposal No. 81.PT00089.19

Dear Mr., Christell:

Huff & Huff, Inc. (H&H), a subsidiary of GZA GeoEnvironmental, Inc., (GZA) is pleased to submit this Supplement 1 proposal to Civiltech Engineering, Inc. (Client) to conduct additional Phase I Environmental services for the U.S. Route 41 (US 41) and Lake Avenue Intersection Improvements Project in Wilmette, including Preliminary Environmental Site Assessment (PESA) and wetland screening services. This supplement proposal is an addendum to the original August 29, 2018, proposal. The supplement project corridor includes the US 41 roadway right-of-way area from the northern limits of the original project corridor, north to Illinois Road.

### 1. SCOPE OF SERVICES

### Task 1 - Preliminary Environmental Site Assessment (PESA) Supplement 1

H&H/GZA will conduct a PESA for the local roads portions of the supplement project corridor in accordance with the approach presented in the original August 28, 2019, proposal.

### Task 2 - Wetland/WOUS Screening Supplement 1

H&H/GZA will conduct a wetland/WOUS screening for the supplement project corridor in accordance with the approach presented in the original August 28, 2019, proposal.

### Task 3 - Wetland/ Surface Water Summary Memorandum Supplement 1

H&H/GZA will prepare the Wetland/Surface Water Summary Memorandum to include the supplement project corridor in accordance with the approach presented in the original August 28, 2019, proposal.

### Task 4 - Project Management Supplement 1

Time under this task includes additional project administration and management activities related to this supplement.

### Task 5 - QA/QC Supplement 1

Time under this task includes additional QA/QC time for the supplement reports as described above.



July 12, 2019 Civiltech Engineering, Inc. Supplement 1: US 41 and Lake Avenue Intersection Improvements Project Wilmette, Illinois Page | 2

### 2. LEVEL OF EFFORT, COSTS, AND SCHEDULE

The fee for the currently proposed scope of services is included on the attached IDOT cost plus fixed fee (CPFF) worksheets. PESA work will commence within 5 business days of project approval, with a target completion date of 4 weeks from the date of approval. The wetland screening work will commence during the 2019 growing season and anticipate completion of the summary letter within 4 weeks of field work. If an expedited schedule is necessary, H&H/GZA will coordinate with Client to establish a schedule that is appropriate for the project needs.

### CONDITIONS OF ENGAGEMENT

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. H&H/GZA'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/GZA. H&H/GZA would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties.

### 3. ACCEPTANCE

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to H&H/GZA. 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) 684-4425 with any questions.

Very truly yours, Huff & Huff, Inc.

Baron H. Stuedemann, P.E., P.W.S.

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 \_\_\_\_\_\_\_.

Ву:	Title:
Drintad/Tunad Nama	Data

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.



July 12, 2019 Civiltech Engineering, Inc. Supplement 1: US 41 and Lake Avenue Intersection Improvements Project Wilmette, Illinois Page | 3

### TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES Including Site Investigation, Remediation, Geotechnical, Construction, And Testing

© 2016 by Huff & Huff, Inc., a Subsidiary of GZA GeoEnvironmental, Inc.

These Terms and Conditions, together with Huff & Huff, Inc.'s (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; Warranties.

- a. 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.
- b. H&H warrants that its construction services will be of good quality, free of faults and defects and in conformance with the Proposal.
- c. EXCEPT AS SET FORTH IN SUBSECTIONS 2a AND 2b, ABOVE, 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.
- d. H&H assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.

### 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 monthly, and Client will forward to Prime within 30 days of invoice date. Client payment to H&H is due within 20 days of receipt of payment from Prime. 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.

- 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 manager 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 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.



July 12, 2029 Civiltech Engineering, Inc. Supplement 1: US 41 and Lake Avenue Intersection Improvements Project Wilmette, Illinois Page | 4

- 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; Site Restoration. 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. H&H will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site that may occur and you agree to compensate H&H for any restoration it is asked to perform, unless otherwise indicated in the Proposal.
- 6. Underground Facilities. H&H's only responsibility under this Section will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless H&H with respect to personal injury and property damages due to H&H's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:
  - · (i) that are not correctly shown on any plans and information you or governmental authorities provide to H&H; or
    - (ii) that are not correctly marked by the appropriate utility.
- 7. 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.
- 8. Lab Tests and Samples. H&H is entitled to rely on the results of laboratory tests using generally accepted methodologies. H&H may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate H&H for storage and/or shipping beyond 30 days.
- 9. 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.
- 10. 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.
- 11. 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 nor 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.

### 12. Changed Conditions.

You recognize the uncertainties related to environmental and geotechnical 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



July 12, 2019 Civiltech Engineering, Inc. Supplement 1: US 41 and Lake Avenue Intersection Improvements Project Wilmette, Illinois Page | 5

- 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.
- 23. 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.
- 24. 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.
- 25. 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. Information available to the public and information acquired from third parties will not be considered confidential. 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.
- 26. Insurance. During performance of the services, H&H will maintain workers compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. H&H will furnish you certificates of such insurance on request.
- 17. 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.

### 18. 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, xo% 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.



July 12, 2019 Civiltech Engineering, Inc. Supplement 1: US 41 and Lake Avenue Intersection Improvements Project Wilmette, Illinois Page | 6

### 19. 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.

### 20. 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.
- j. 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.

Payroll Escalation Table Fixed Raises DLM 2.80

	3.00%				
DATE 07/12/19 PTB NO.	OVERHEAD RATE COMPLEXITY FACTOR % OF RAISE				%:00%
	9 MONTHS 7/20/2019 3/1/2020	ESCALATION PER YEAR			ject would be:
Huff & Huff, Inc. Civiliach: US 41 at Lake Supp. 1	CONTRACT TERM START DATE RAISE DATE	Ш	7/20/2019 - 4/19/2020	ශාත	1.0000 The total escalation for this project would be:
FIRM NAME PRIME/SUPPLEMENT					

BDE 3606 Template (Rev. 10/31/16)

Amendment No. 01 - Page 31



### **Payroll Rates**

**FIRM NAME** PRIME/SUPPLEMENT Civiltech: US 41 at Lake Supp. 1

Huff & Huff, Inc.

DATE

07/12/19

PTB NO.

**ESCALATION FACTOR** 

0.00%

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	\$62.63	\$62.63
Senior Consultant	\$69.44	\$69.44
Senior Geotechnical Con:	\$64.80	\$64.80
Senior Project Manager (I	\$60.73	\$60.73
Senior Project Manager II	\$46.64	\$46.64
Senior Project Manager I	\$45.12	\$45.12
Serrior Landscape Archite	\$52.74	\$52.74
Senior Planning PM	\$51.48	\$51.48
Senior Geologist PM	\$47.33	\$47.33
Senior Technical Speciali	\$46.14	\$46.14
Senior Scientist PM II	\$48,58	\$48.58
Senior Scientist PM	\$45.62	\$45.62
Senior Technical Scientis	\$43.36	\$43.36
Technical Graphics Technical	\$23.34	\$23.34
Scientist PM II	\$43.85	\$43.85
Scientist PM I	\$35.10	\$35.10
Engineer PM I	\$39,43	\$39.43
Planning PM	\$37.08	\$37.08
Architect PM	\$40.19	\$40.19
Assistant PM Engineer I	\$35.13	\$35.13
Engineer I	\$36.06	\$36.06
Scientist El	\$30.43	\$30.43
Scientist E2	\$24.73	\$24.73
Administrative Managers	\$42.04	\$42.04
Senior Administrative Ass	\$29.53	\$29.53
Intern	\$19.00	\$19.00
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Cost Estimate of Consultant Services

> Huff & Huff, Inc. U.S. 41 at Lake Avenue - Supplement 1 Cook Route Section County Job No. PTB & Item

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BDE 3605 Template (Rev. 10/31/16)

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## Average Hourly Project Rates

Are age nount righter rates	Date 07/12/19	Sheet 1 OF 1
	Huff & Huff, Inc.	
_	Consultant	
U.S. 41 at Lake Avenue - Supplement 1	Cook	
Route Section	County	PTB/kem

Payroll	Ava	Total Pr	Total Project Rates		CACHE - F John	SCHOOL SACIO	" * tramplement	Took 9. W.	A High and Middle Tall	F. C	4 7	Last 1 Misself							
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### HUFF & HUFF, INC. SUMMARY OF INHOUSE DIRECT COSTS

Project: Civiltech, Wilmette U.S. 41 at Lake Avenue Supplement 1

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### HUFF & HUFF, INC. SUMMARY OF OUTSIDE DIRECT COSTS

Project: Civiltech, Wilmette U.S. 41 at Lake Avenue Supplement 1

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