

March 19th, 2014

Jan R. Arnold, MBA, CPRP Executive Director
Park District of Oak Park
218 Madison Street
Oak Park, Illinois 60302

Re: Fee Proposal for Professional Architectural & Civil /MEP Engineering Services for Carroll Park – Construction Phase 2

Dear Jan,

We are very pleased that you have requested a proposal from Altamanu Inc. to assist the Park District of Oak Park (PDOP/the Client) with the implementation of Construction Phase 2 of the Carroll Park improvements as outlined in the Master Plan prepared in 2005.

We will team up with Manhard Consulting, Ltd. for Civil Engineering, Electrical and Structural Engineering scope items as related to the design.

The following fee proposal is for the preparation of landscape architectural and engineering construction documents and accompanying details and specifications, bid and permit assistance, and site observation of the construction phase of the project which is scheduled to begin in August/September of 2014. We expect Substantial Completion of the project improvements by November 28th, 2014 and Final Completion by April 30th, 2015.

We have outlined the scope below:

Construction Items Scope

At this time, we understand the scope of this Scope to include:

- Concrete paths along the north and northwest sides of the park
- Pedestrian scaled ornamental site lighting along the west side path
- Vinyl coated chain link fencing along the north and northwest sides
- New backstop, player fencing and concrete pads, player benches and spectator bleachers
- Shade structures over player bench areas
- Re--grading of infield and outfield
- New infield soil mix
- Drainage concrete gutters at infield
- Catch basins
- New tree plantings and tree relocations
- Shrub/Perennial Plantings

landscape architecture + urban design + planning

1700 w. irving park rd. + suite 202 + chicago, illinois 60613 + 773.528.7492 t+ info@altamanu.com

- Site furniture to include:
 - drinking fountain (1)
 - seating-benches (concrete pads only-seating by client)
 - bike racks
 - trash receptacles (concrete pads only-receptacles by client)
- Irrigation system in outfield

SCOPE OF WORK

The following is an outline of the "Scope of Work" to be carried out by Altamanu Inc.

Please see attached "Exhibit A" for scope of work to be performed by Manhard Consulting, Ltd. , Ltd.

TASK 1: DATA COLLECTION/VERYFICATION OF EXISTING CONDITIONS

Goals: re-assess the site's design constraints/opportunities; and generate implementation goals with the Client. Review updated survey and Master Plan.

1. Meet with Client to review project scope, budget, schedule, and goals. (Kick Off Meeting-Meeting #1)
2. Review existing site conditions using available site data such as surveys, aerial photos, topographic maps, and design development plans as prepared by Altamanu, Inc. in 2005 and updated in 2014. The Client will furnish Altamanu with an accurate base map, (site survey and topographic map) and preliminary site plans at a workable scale for the preparation of site improvement construction documentation. The base map will show existing contours, detailed site features, and existing utilities. (Altamanu has a copy of the 2013 updated survey as supplied by the client. Provided no changes have been made to the park property, no new utility connections were made to surrounding village streets and no ADA ramps were installed outside of Park District property lines, this survey should suffice. Otherwise, a verification of site conditions by the surveyor will be required at an extra cost to the Client.)
3. Tour the site with Client to refine scope/goals and to field review existing conditions. (Site meeting at same time as project Kick-Off meeting).
4. Meet with Soils Specialist and staff to discuss existing soil conditions and request soil recommendations to incorporate into construction documents. (At same time as project kick off Meeting #1).

TASK 2: DETAILED DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS

Goals: Finalize relevant design elements to this Phase as shown in the Design Development drawings for Phase 2 and of the Carroll Park Master Plan as defined above, incorporate all Clients comments and produce the final Construction Documents.

1. The Construction Documents will include the following (it is possible that some of these items will be shown on the same plans):
 - Detailed Final Landscape Plan (1"=20')
 - Layout and Dimension Plan (1"=20')
 - Enlarged Site/Landscape Plans—i.e. Planting Beds, NW Entry, Educational Circle.
 - Site Detail Sheets - Layout/Dimensioned of Related Special Site Elements including Paving Layout and Materials, Infield Surface Detail, Site Furnishings (Benches, Player Benches, Spectator Seating, Shade Structures, Bike Racks, Trash Receptacles, Drinking Fountains, Vinyl Coated Chain Link Fencing and Vehicular Gates, Backstop and related chain link fencing, Ornamental Lighting (as supplied by client and to match existing on site), Paving details, Drainage/Utility Details
 - Conceptual Grading and Drainage Plan to be developed by Manhard Consulting, Ltd.
 - Electrical Plan and Details
 - Irrigation Plan and Details
 - Planting Details, Plant Schedules and General Notes
 - Related Technical Specifications
2. Coordinate Landscape Plan with Civil Engineer's (Manhard) Grading/Drainage, Utility, Lighting Plans.
3. Revise Opinion of Probable Costs to reflect adjustments to Landscape/Engineering Plans.
4. Submit 50% Construction Set and Outline Specifications to Client for review.
5. Meet with Client to review 50% Construction Set. (Meeting # 2)
6. Submit 90% Construction Set and Outline Specifications to Client for review.
7. Meet with Client to review 90% Construction Set. (Meeting # 3)
8. Make revisions and submit 90% Construction Set and Specifications to Client for final review.
9. Submit Final 100% Construction Documents Package and related Technical Specifications to Client for review and subsequently for bidding.

TASK 3: PERMITTING, BIDDING & BID ASSISTANCE

Goal: Assist in obtaining appropriate approvals as required for construction. Assist in the packaging and distribution of construction drawing sets and specifications to selected contractors for pricing. Bids will be reviewed, assessed and clarified with Client to assist in the selection of a contractor(s). Time tables and schedules for construction will be established with selected contractors.

1. Assist Client in submitting Permit Set for appropriate approvals. (Manhard will manage permit approvals)
2. Meet with Client to review Construction Set prior to bidding. (Meeting # 4)
3. Issue addenda as appropriate to interpret, clarify or expand the Construction Documents.
4. Meet with Client to assist in preparation of Bid Packages. Use Site Landscape Construction Bid Form, cover letter and related addenda to include with Bid/Drawing Package. Distribute Bid/Drawing Package to contractors on selected list.
5. Assist the Client in conducting a Pre-Bid Review Meeting with selected Contractors. (Mtg # 5)
6. Assist Client in preparing Bid Analysis for comparison of proposed bids.
7. Assist Client with the selection(s) of appropriate contractors. (Meeting #6)
8. Develop Landscape Installation Timetable with Client & Contractor.

TASK 4: CONSTRUCTION OBSERVATION & ADMINISTRATION

Goal: Provide on site review and observation of landscape construction related to the Site Landscape Construction Package and its Related Specifications.

1. Provide on-site observation of site and landscape construction related to the Altamanu-Manhard Landscape /Engineering Plans and their related elements. Visit site at intervals appropriate to the stage of landscape construction to review proper construction methods and adherence to the design intent. (We estimate one to two visits per week for the duration of construction. At this time we will assume 16 site visits).
2. Make written reports regarding site construction progress.
3. Make visits to plant nurseries located by contractor to approve selected plant materials. (At this time we will assume 1 day for nursery visits).
4. Provide interpretations and clarifications for the Construction Documents as needed.
5. Review and approve samples of materials and shop drawings and assess change order requests.

6. Review and respond to contractor's requests for information.
7. Review contractor's request for payments.
8. Conduct a final on-site observation/inspection of Landscape Construction with Client and Contractor. (Meeting # 7)
9. Prepare a Final Punch List prior to final acceptance of job.
10. Coordinate with Contractor that Contractor provides Client with 'As Built' drawings of work installed during the construction phase.
11. Prepare Final Sign-off after completion of Punch List Items.
12. Trouble shoot after construction is complete as required to close out the project. (we estimate 12 hours of effort for this task)

PROFESSIONAL FEES

Fees for the project are broken down by discipline for Tasks 1 through 4 and are as follows:

Professional Fees for Construction Task 1-Base Services:

| | |
|--|---------------------|
| <u>Total Landscape Architecture Fees (Altamanu)</u> | \$ 54,370.38 |
| • Task 1—Data Collection/Verification of Existing Conditions | \$ 1,906.45 |
| • Task 2—Detailed Design Dev. & Construction Documents | \$ 35,779.40 |
| • Task 3—Permitting, Bidding and Bid Assistance | \$ 3,029.48 |
| • Task 4—Construction Observations & Administration | \$ 13,655.05 |

| | |
|--|---------------------|
| <u>Total Civil Engineering/Electrical Fees for Site (Manhard)</u> | \$ 17,500.00 |
| • Final Engineering Design Phase | \$ 13,000.00 |
| • Construction Administration Phase | \$ 4,500.00 |

| | |
|----------------------------------|--------------------|
| <u>Estimated Expenses</u> | \$ 3,623.60 |
|----------------------------------|--------------------|

| | |
|--|---------------------|
| <u>TOTAL PROFESSIONAL FEES & EXPENSES</u> | \$ 74,993.98 |
|--|---------------------|

The above estimated fees do not include reimbursable expenses which will be billed at direct expense. Reimbursable expenses related to this project shall include, but may not be limited to the following:

- Transportation/Parking
- Reproduction
- Special Supplies
- Photography
- Copies
- Messenger/Delivery
- Large Scale Scans
- Soils Analysis/Consultation

Professional fees and expenses will be billed monthly for work completed and are due within 30 days.

ASSUMPTIONS

- All base information (architectural building plans, site survey) will be provided by the Client to Altamanu.
- Site base information will be provided to in a form compatible with AutoCAD 2014 format.
- Any services beyond what is outlined above will be considered extra services and will be billed at our standard hourly rates shown below:

| Classification | Rate Per Hour |
|--------------------------|---------------|
| Project Principal | \$142.33 |
| Project Manager | \$78.75 |
| Landscape/Urban Designer | \$66.25 |

ADDITIONAL TERMS

- This scope of work is based on documents available as of this date.
- This agreement does not include: traffic, soils or environmental studies or property surveys.
- This agreement may be terminated by either party 15 days after written notice. Altamanu shall be compensated for all services performed up to this date.
- If the aforementioned terms are acceptable to you, we shall appreciate the execution of this document in the space provided below and returning a copy for our files.
- Altamanu appreciates the opportunity to provide the Park District of Oak Park with Landscape Architectural services.

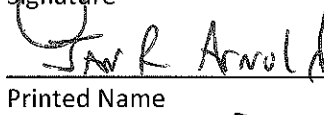
Very truly yours,

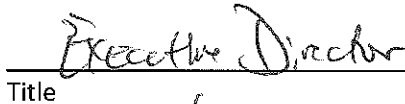


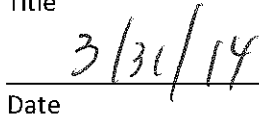
Josephine Bellalta, PLA, ASLA
President

ACCEPTED BY:



Signature

Printed Name

Title

Date

EXHIBIT A

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Civil, Electrical, Plumbing and Structural Engineering Services
Manhard Consulting, Ltd., Ltd.
For Carroll Park Improvements-Construction Phase 2, Oak Park, Illinois
Dated

March 14, 2014



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

March 14, 2014

Ms. Josephine Bellalta
Altamanu Inc.
1700 W. Irving Park Road, Suite 202
Chicago, IL. 60613

**RE: PROPOSAL FOR CIVIL ENGINEERING SERVICES
CARROLL PARK IMPROVEMENTS
OAK PARK, ILLINOIS**

Dear Ms. Bellalta:

We appreciate the opportunity to submit a proposal to provide civil engineering services to Altamanu, Inc. (Client) as agent for Oak Park Park District (Owner), Owner of the subject property. Services are in connection with the development plan for the proposed Carroll Park – Phase II of Master Plan, consisting of a field and path improvements on a ± 4.928 acre site at Kenilworth Avenue and Fillmore Street in Oak Park, Illinois, in accordance with the Master Plan prepared by Altamanu, Inc. dated March 6, 2014. Manhard Consulting, Ltd. (Manhard) offers to provide the following services for fees as detailed below:

**LUMP SUM
FEE**

I. FINAL ENGINEERING DESIGN PHASE

This phase would be completed after the Client and Architect have approved the Site Dimensional Plan.

- | | | |
|----|---|-------------|
| A. | Prepare CAD generated civil engineering drawings and specifications for on-site improvements as detailed below: | \$13,000.00 |
| | 1. Site grading plan showing elevations for the field and pathway improvements. | |
| | 2. Utility and geometric plan of proposed storm drainage extensions and a drinking fountain service. | |
| | 3. Electrical improvements for the addition of new light poles. | |
| | 5. Utilizing Manhard standard documents, prepare a construction detail sheet for excavation, grading, pavement, sanitary, storm and water service extensions. | |
| | 6. Show locations of gas, electric and telephone on drawings as provided by others. | |
| | 7. Structural review of footings for backstop and shade structures. | |



NOTE: Structural review is only to confirm the constructability within the park. Manhard assumes that the manufacturer's designed foundation has been reviewed and approved by a licensed Structural Engineer. Structural review does not include design review, sign-off or seal by a licensed structural engineer.

B. Prepare Specification, including irrigation performance specifications, for items designed by the engineer to be incorporated into the project spec book. Included in "A"

C. Prepare Metropolitan Water Reclamation District (MWRD) permit applications for on-site storm sewer improvements. Included in "A"

NOTE: The MWRD has a new ordinance that goes into effect May 1, 2014. It is our understanding that this project will be designed and permitted under the existing MWRD ordinance. If the project requires design and approval from the new MWRD ordinance, additional scope and fee will be required.

D. Attendance at three Client meetings including one (1) kick-off meeting and two (2) review meetings. Included in "A"

E. Assist in obtaining site plan approval from the Village of Oak Park for on-site improvements outlined above. Included in "A"

The above fees assume that we would be provided the Boundary and Topographic Surveys in AutoCAD Version 2002 format required to complete all work in connection with this development.

II. CONSTRUCTION ADMINISTRATION PHASE \$4,500.00

This phase includes the following

- A. Attendance at the Pre-Bid Meeting, and weekly on-site construction meetings
- B. Request for Information (RFI) responses
- C. Shop Drawing review for item on engineer's plan
- D. Record Drawings to MWRD standards based on utility information provided by the contractor
- E. Attendance at the MWRD Final Inspection meeting

III. MEETINGS Time and Material Basis

Attendance at additional meetings, governmental staff meetings or public hearings, including Exhibits.

IV. REIMBURSABLES Time and Material Basis

Reimbursables shall include reproduction costs, messenger or special mail service, or other project-related expenses.



We have not included any off-site improvements beyond parkway and roadway improvements associated with site utility improvements. If any off-site improvements are necessary, we would be pleased to provide you with a lump sum fee quotation for the work.

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

The terms of the attached "General Terms & Conditions" dated March 1, 2010, which Client hereby acknowledges receiving, are incorporated and made a part of this Proposal. The lump sum fees for all services to be completed that are not authorized to begin by December 31, 2014 will be increased by 5 percent per annum. If the above is acceptable, please have this Proposal executed. We will begin work as soon as we receive an executed copy of this Proposal. This Proposal will be null and void if not accepted by June 1, 2014.

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

Yours truly,
MANHARD CONSULTING, LTD.

Greg Horejs, P.E.
President/Vice President

Ben J. Arning, P.E.
Project Manager

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

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

ACCEPTED: **ALTAMANU, INC.**

By: _____
(Authorized Representative)

(Printed Name)

Title: _____

Date: _____

GENERAL TERMS AND CONDITIONS

March 1, 2010

1. **ONE INSTRUMENT/INCONSISTENCIES** – These GENERAL TERMS AND CONDITIONS, and the Manhard PROPOSAL to which these terms are attached (collectively this "Agreement") shall be deemed one instrument. Wherever there is a conflict or inconsistency between the provisions of these GENERAL TERMS AND CONDITIONS, the PROPOSAL, and any plans or specifications, as applicable, the provisions provided for in these GENERAL TERMS AND CONDITIONS shall, in all instances, control and prevail. These GENERAL TERMS AND CONDITIONS shall apply to the work provided in the PROPOSAL to which this is attached or an amendment or modification, including an AGREEMENT FOR ADDITIONAL SERVICES.
2. **ENTIRE AGREEMENT** – These GENERAL TERMS AND CONDITIONS, the PROPOSAL, and any plans or specifications represent the entire Agreement between the Parties and supercedes any and all prior oral or written understandings between the Parties. Changes to these GENERAL TERMS AND CONDITIONS shall only be binding when in writing and agreed to by both parties.
3. **MEDIATION** – All disputes between relating to this Agreement or the Project (as defined in the Proposal) shall first be submitted to mediation with a mediator selected by the Parties. The costs of the mediator shall be split evenly between Client and Manhard. If the Client and Manhard cannot agree on a mediator, then each of Client and Manhard shall nominate a mediator and the two nominated mediators shall select the ultimate mediator. Client and Manhard shall include a similar mediation provision in all of their respective agreements with other parties regarding the Project and will require all such other persons or entities to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers and fabricators. Such mediation shall be a condition precedent to a party filing any judicial or other proceeding against the other, except with regard to delinquent fees owed to Manhard.
4. **AUTHORIZATION TO SIGN** – The person signing this Agreement represents and warrants that he/she is signing this Agreement on behalf of the Client and is authorized to enter into this Agreement on the Client's behalf.
5. **BREACH AND COST OF COLLECTION** – In the event Client breaches the terms of this Agreement, Manhard shall be entitled, in addition to the specific remedies provided for in this Agreement, to pursue all remedies available at law or in equity. Client further agrees that Manhard shall be entitled to recover all costs incurred in enforcing any provision of this Agreement, including court costs and reasonable attorney's fees. All payments received from the Client will be credited first to interest, then to the cost of enforcement, and then to the amount due to Manhard.
6. **CHANGES IN REGULATORY ENVIRONMENT** – The services provided by Manhard under this Agreement were determined based upon the applicable municipal, county, state and/or federal regulations, codes, laws and requirements that were in existence on the date of this Agreement. Any material additions, deletions or changes in the regulatory environment, which require an increase in the scope of services to be performed, will be an Additional Service.
7. **CONTROLLING LAW** – This Agreement is to be governed by the laws of the State of Illinois.
8. **CURE PERIOD** – If during the project term, Client observes or becomes aware of any improper service which has been provided by Manhard, Client agrees to immediately notify Manhard of the same, in writing. Manhard shall then have five working days to cure, or begin to cure in a diligent manner, such improper service before Client may exercise its rights under any default and remedy provision provided for in this Agreement, including the right to take corrective action prior to the termination of the cure period. If Client fails to notify Manhard of any defects within thirty (30) working days of learning of the defects, any objections to Manhard's work shall be waived. Manhard will not accept any backcharges unless Client has complied with the foregoing and allowed Manhard the opportunity to cure any problem.
9. **DELAYS** – Client agrees that Manhard shall not be responsible for damages arising directly from any delays for causes beyond Manhard's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes, severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if delays resulting from any such causes increase the cost or time required by Manhard to perform its services in an orderly and efficient manner, Manhard shall be entitled to an equitable adjustment in schedule and/or compensation.
10. **ENGINEER'S OPINION OF PROBABLE COST** – Manhard's Opinions of Probable Cost provided for herein, if applicable, are to be made on the basis of Manhard's experience and qualifications and represents Manhard's judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, because Manhard has no control over the cost of labor, materials, equipment or services furnished by others, the Contractor's methods of determining prices, or competitive bidding or market conditions, Manhard cannot and does not warrant, represent or guarantee that proposals, bids or actual construction cost will not vary from Manhard's Opinions of Probable Cost. If Client wishes greater assurance as to probable construction cost, Client shall employ an independent cost estimator.
11. **INDEMNITY** – To the fullest extent permitted by law, the Client shall waive any right of contribution and shall indemnify and hold harmless Manhard, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from or in connection with the performance of the work which results from Client's negligence or the negligence of Client's agents. This indemnity shall not require the Client to indemnify Manhard for the negligent acts of Manhard or its agents.
12. **CLIENT'S INSURANCE COVERAGE** – The Client shall obtain, before work is commenced on the site, and maintain throughout the duration of the projects, insurance in a company or companies acceptable to Manhard that will indemnify Manhard from all claims of bodily injury or property damage that may occur at the site during the project or arising out of the work, including, at a minimum, the following coverages:
 - a. Workmen's compensation and occupational disease insurance covering all employees in statutory limits who perform any obligations assumed under Contract.
 - b. Public liability and property damage liability insurance covering all operations under Contract; the limits for bodily injury or death not less than \$2,000,000 for each accident; for property damage, not less than \$500,000 for each accident.
 - c. Automobile liability insurance on all self-propelled vehicles used in connection with the Project, whether owned, non-owned or hired; public liability limits of not less than \$1,000,000 for each accident.

- d. Manhard shall be named as an additional insured on all comprehensive general liability and automotive liability policies. These policies shall further state: The coverage afforded the additional insured shall be primary insurance for the additional insured with respect to claims arising out of operations performed on the project. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this insurance policy shall not be reduced by the existence of such other insurance.
- e. All certificates must state that the coverage will not be terminated or reduced without 30 days advanced notice by certified mail to Manhard
- f. The Client shall supply Manhard with a Certificate of Insurance evidencing compliance with the above requirements prior to beginning construction.

13. **MANHARD'S INSURANCE COVERAGE** – Before work is commenced on the site, and throughout the duration of the project, Manhard shall maintain the following insurance coverage so as to indemnify Client from all claims of bodily injury or property damage that may occur from Manhard's negligence:

- a. Workmen's compensation and occupational disease insurance covering all employees in statutory limits who perform any obligations assumed under Contract.
- b. Public liability and property damage liability insurance covering all operations under contract; the limits for bodily injury or death not less than \$2,000,000 for each accident; for property damage, not less than \$500,000 for each accident.
- c. Automobile liability insurance on all self-propelled vehicles used in connection with the Project, whether owned, non-owned or hired; public liability limits of not less than \$1,000,000 for each accident.

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

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

Client acknowledges and understands that Manhard's liability exposure for potential claims related to its performance of services is being specifically limited by this Agreement, and that Client's potential recovery in a claim situation is limited to the amount herein. Client agrees that based upon Manhard's fee and services, it is unreasonable to hold Manhard responsible for liability exposure greater than the set limit.

15. **INFORMATION TO BE PROVIDED TO MANHARD** – Client agrees to provide Manhard with such site information as may be needed to enable Manhard to perform its services. Such information may include but shall not be limited to: latest plat of record; current title report and the documents contained therein; previous reports; title search report/chain-of-title documents; copies of environmental permits, registrations, liens, or cleanup records for the property; building plans and specifications; location, elevation and sizes of existing gas, telephone, electrical, street lighting and cable television lines on-site and off-site; boundary survey; wetland delineation; soil borings; archaeological phase 1 survey; first floor foundation plan and such other information as may be requested by Manhard, from time to time. Client shall not be responsible for providing site information which Manhard has specifically agreed to provide in its Proposal.

16. **MANHARD'S RELIANCE ON INFORMATION PROVIDED** – Manhard may rely on the accuracy and completeness of any information furnished to Manhard by or on Client's behalf. Furthermore, Client agrees to hold Manhard harmless from any engineering errors, including but not limited to, grading, earthwork analysis and off-site stormwater outlets, resulting from inaccurate site information which is provided by Client, including topographical surveys which have been prepared by consultants other than Manhard

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

18. **PERMITS AND FEES** – Unless the Proposal specifically provides otherwise, Client shall be responsible for paying all application and permit fees and obtaining all permits. Manhard does not warrant, represent or guarantee that the permits or approvals will be issued.

19. **RIGHTS-OF-WAY & EASEMENTS** – Client shall be responsible for obtaining (or vacating) all right-of-way, easements, real covenants and/or agreements necessary for the proper development of the property, including but not limited to right-of-way and easements which may be necessary for roadway and access improvements; stormwater conveyance and detention; sanitary sewer collection, pumping and treatment facilities; water distribution, treatment or storage facilities; and temporary construction access.

20. **REIMBURSABLES** – Reimbursable expenses shall mean one hundred eighteen percent (118%) of all costs incurred by Manhard relative to the Project, including without limitation all outside consultants' fees, reproduction costs, messenger or special mail service, and other Project-related expenses.

21. **SEVERABILITY** – If any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

22. **STANDARD OF CARE** – Manhard will strive to perform its services in accordance with a manner consistent with the level of care and skill ordinarily exercised by other Design Professionals in the same locale.

23. **TERMINATION** – This Contract shall terminate at the time Manhard has completed its services for Client, or prior to that time, if one party provides to the other party written notice, whereby such termination date shall be effective seven (7) days after receipt of such notice. Client agrees to pay for all services, expenses and charges, as agreed, which have been incurred by Manhard through the date of termination.
24. **THIRD PARTY BENEFICIARY** – If Client is a contractor for the owner of the property, the parties acknowledge that Manhard is intended to be a third party beneficiary of the construction contract entered into between owner and Client.
25. **USE OF DOCUMENTS AND ELECTRONIC DATA** – All documents (including drawings and specifications) as well as electronic data (including designs, plans or data stored in machine readable form) that are provided to Client are instruments of service with respect to the Project. Client agrees not to reuse or make any modification to the documents without the prior written authorization of Manhard. The authorized reproduction of the documents/electronic data from Manhard's system to an alternate system cannot be accomplished without the introduction of inexactitudes, anomalies and errors, and therefore, Manhard cannot and does not make any representations regarding such compatibility. With respect to such reproduction or unauthorized use, Client agrees to indemnify and hold Manhard harmless from all claims, damages, losses and expenses, including reasonable attorneys' fees and costs, arising from Client's unauthorized use, misuse, modification or misinterpretation of the documents or electronic data.
26. **WAIVER OF CONSEQUENTIAL DAMAGE** – Client and Manhard mutually agree to waive all claims of consequential damages arising from disputes, claims or other matters relating to this Agreement.
27. **MANHARD'S SITE VISITS** – If requested by Client or as required by the Proposal, Manhard shall visit the site at intervals appropriate to the various stages of construction as Manhard deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor's work. Construction staking or survey control staking is not considered a site visit. Such visits and observations by Manhard are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve inspections of the work beyond the responsibilities specifically assigned to Manhard in this Agreement, but rather are to be limited to spot checking, and similar methods of general observation of the work based on Manhard's exercise of professional judgment. Based on information obtained during such visits and such observations, Manhard shall endeavor to determine in general if such work is proceeding in accordance with the contract documents and Manhard shall keep Client informed of the progress of the work.

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

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

28. **DESIGN WITHOUT CONSTRUCTION ADMINISTRATION** – It is understood and agreed that Manhard's basic services under this Agreement do not include project observation or review of the Client's performance or any other construction phase services, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of any contract documents and for construction observation, and the Client waives any claims against Manhard that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Manhard, its officers, directors, employees and subconsultants (collectively, Manhard) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to any contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Manhard. If the Client requests in writing that Manhard provide any specific construction phase services and if Manhard agrees in writing to provide such services, then Manhard shall be compensated for Additional Services as provided in Exhibit A.
32. **CONTRACTOR'S PAYMENT REQUEST VERIFICATION** – If Manhard is to verify contractor's payment requests as required by the Proposal, then Manhard's on-site observations to review contractor's work for the purposes of recommending payment shall be limited to the specific responsibilities that have been assigned to Manhard in accordance with this Agreement. As such, Client acknowledges that Manhard's observations which are not related to Manhard's specific responsibilities are not exhaustive and do not extend to every aspect of the work-in-progress.
- Neither Manhard's review of contractor's work for the purposes of recommending payments nor Manhard's recommendation of any payment (including final payment) will impose on Manhard responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws, rules, regulations, ordinances, codes or riders applicable to contractor's furnishing and performing the work. It will also not impose responsibility on Manhard to make any examination to ascertain how or for what purposes contractor has used the moneys paid on account of the contract price, or to determine that the title to any of the work, materials or equipment has passed to Client free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between Client and contractor that might affect the amount that should be paid.
33. **RECORD DRAWINGS** – If Manhard is to prepare record drawings as required by the Proposal, then the information submitted by the Contractor and incorporated by Manhard into the record documents will be assumed to be reliable, and Manhard will not be responsible for the accuracy of this information, nor for any errors in or omissions in the information provided by the Contractor which may appear in the record documents as a result, and Client will hold Manhard harmless for any such errors or omissions.

**EXHIBIT A
ADDITIONAL SERVICES**

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

**SCHEDULE OF TIME
AND MATERIAL RATES FOR 2014**

| <u>CATEGORY</u> | <u>CURRENT HOURLY RATES</u> |
|---------------------------------------|-----------------------------|
| President/Executive Vice President | \$195.00 |
| Vice President | \$170.00 - \$195.00 |
| Area Manager/Director | \$120.00 - \$195.00 |
| Senior Project Manager | \$135.00 - \$185.00 |
| Project Manager | \$105.00 - \$165.00 |
| Project Engineer | \$85.00 - \$110.00 |
| Staff Engineer | \$78.00 - \$95.00 |
| Senior Planner | \$105.00 - \$140.00 |
| Land Planner | \$75.00 - \$100.00 |
| Environmental Scientist | \$70.00 - \$100.00 |
| Project Surveyor | |
| Staff Surveyor | \$105.00 |
| Construction Manager/Coordinator | \$75.00 - \$95.00 |
| Survey/Construction Technician | \$100.00 - \$130.00 |
| GPS Base Station w/Two Receivers | \$60.00 - \$85.00 |
| Geodimeter | \$30.00 |
| Engineering CADD Technician | \$20.00 |
| CADD Work Station | \$75.00 - \$90.00 |
| 1-Person Crew | \$42.00 |
| 2-Person Crew | \$125.00 |
| 3-Person Crew | \$163.00 |
| Administrative Assistant | \$216.00 |
| Expert Testimony & Depositions | \$48.00 - \$62.00 |
| | \$250.00 |
| | <u>CURRENT SF RATE</u> |
| Printing – Paper | |
| Printing – Vellum | \$0.15 |
| Printing – Mylar, Film, Clear Acetate | \$1.75 |
| | \$2.50 |

I. ENVIRONMENTAL SERVICES

II. WETLANDS SERVICES

III. LAND PLANNING SERVICES

IV. TRAFFIC SERVICES

V. TOPOGRAPHICAL SURVEYING SERVICES

VI. SURVEYING SERVICES

VII. FINAL ENGINEERING SERVICES

- A. Preparation of engineering design and plans for any off-site utility or highway entrance improvements, including but not limited to pavement widening, sidewalks, except for site frontage improvements and street lighting required along the site roadways.
- B. Preparation of an Earthwork Analysis, including Plan Revisions.
- C. Preparation of an Engineer's Opinion of Probable Cost.
- D. Design or plan preparation of retaining walls.
- E. Completion of a downstream sanitary or storm system study.
- F. Analysis or study of municipal water system (including pressure and flow).
- G. Revisions to the Engineering Plans, Stormwater Reports, or studies resulting from additional or excessive reviews from governmental agencies due to policy and/or staff changes within the regulatory agency after initial submission to the regulatory agency.
- H. Preparation of NPDES compliant Stormwater Pollution Prevention Plan.

VIII. CONSTRUCTION SERVICES

- A. Construction services, including verification and/or preparation of a wetland or tree location survey, verification or determination of existing underground utilities that cannot be determined from visible observation and site topography, staking of proposed improvements and preparation of record drawings.
- B. Staking for individual driveway curb cuts, tree protection or silt fencing.
- C. Field verification of building pad elevations following grading operations.
- D. Performing the duties of a construction coordinator including providing daily log of activities, field review of time and material work, and advising Contractors of the Client's schedules.
- E. Providing periodic or full-time on-site construction observation.
- F. Providing record information for gas, electric, telephone or cable television.
- G. Monitoring as required by the NPDES.

IX. MISCELLANEOUS

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