

**VILLAGE OF GRAYSLAKE  
CONSTRUCTION ENGINEERING SERVICES  
WORK ORDER  
GHA PROJECT NO. 4990.309**



625 Forest Edge Drive, Vernon Hills, IL 60061  
TEL 847.478.9700 ■ FAX 847.478.9701

[www.gha-engineers.com](http://www.gha-engineers.com)

**Project: Village of Grayslake  
Atkinson Road Repair**

The Village of Grayslake would like to proceed with repairs to Atkinson Road between South and North Shakespeare Drive. A section of pavement within this area was damaged in July due to flooding of the adjacent wetland areas. The Project consists of partial road reconstruction along Atkinson Road, including removal and resetting or replacement of the existing expanded polystyrene fill, concrete curb & gutter removal and replacement, and reconstruction of the asphalt pavement within the affected areas for a distance of approximately 250', and resurfacing as needed in adjacent roadway areas to complete the project.

**Scope of Services**

The scope of services consists of providing construction engineering services to the Village of Grayslake for the referenced project. The work consists of the following primary tasks, detailed below:

- A. Construction Engineering and Observation Services
  - 1. GHA will serve as the Village's representative in the field on the construction project.
  - 2. Attendance at one (1) pre-construction meeting is included. GHA will provide the Village a summary in the form of Minutes for their records.
  - 3. Provide necessary construction management including the following: Enforce the contract and specification requirements, provide necessary contact to ensure Contractor's continued progress, prepare necessary contract change orders (when authorized by the Village), review contractor's pay request and provide recommendations for payment.
  - 4. Construction engineering and observation services will be part-time throughout the duration of the project, anticipated to be approximately 4-5 weeks in October/November. We anticipate 20-30 hrs/week of on-site observation and quantity measurements, and 2-5 hrs a week for project management. Should additional man-hours be required beyond these specified, GHA will notify the Village and request appropriate adjustment.
  - 5. GHA will maintain the project quantity book over the duration of construction.
  - 6. GHA will maintain daily reports for the days that we are on-site and the weekly summary report over the duration of the project.
  - 7. GHA will assist the Village staff with resident issues/complaints, as needed.
- B. Project Closeout Documentation
  - 1. GHA will prepare a project punch list at the completion of major construction activities and will follow up with the contractor regarding its timely completion.
  - 2. Upon final completion, GHA will review the contractor's final pay request and provide recommendation for final payment.

C. Geotechnical Services

During construction GHA will consult with GEI Consultants, Inc. to review the subsurface conditions and provide recommendations regarding the final scope of the repair. GEI has proposed a budget estimate of \$2,630.00 for these services.

D. Services Not Included

The following are not included in the Scope of Services:

1. Boundary or topographic surveying;
2. Permit fees and review fees (responsibility of the Client);
3. Construction staking (to be provided by the Contractor);
4. As-built surveys (to be provided by the Contractor);
5. IEPA NPDES permitting, SWPPP plan preparation and NPDES compliance monitoring (not anticipated to be required);
6. Project documentation using IDOT ICORS management system;
7. Meetings with public officials, construction managers, the Village, or agencies beyond those included in the scope.

Estimate of Manhours and Fee

The following is an estimated breakdown of the proposed services and associated fees.

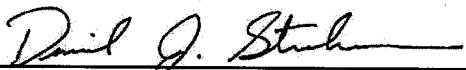
| <u>Task</u>                                   | <u>Estimated Fee</u> |
|---|----------------------|
| Construction Engineering Services (165 hours) | \$22,440.00          |
| Project Management (20 hours)                 | \$ 2,720.00          |
| Geotechnical Subconsultant                    | \$ 2,630.00          |
| Estimated Reimbursable Expenses               | \$ 250.00            |
| <b>Total Hourly Not-to-Exceed Fee</b>         | <b>\$28,040.00</b>   |

Note: Proposed upper limit of compensation is \$ 28,040.00.  
This fee will not be exceeded without prior written approval of the Village.


Project Schedule

GHA anticipates contractor mobilization in late October; there is a contract completion date of November 17, 2017.

Gewalt Hamilton Associates, Inc.  
Submitted By:

  
\_\_\_\_\_  
Daniel J. Strahan, P.E., CFM  
Associate/Senior Engineer

Village of Grayslake  
Accepted By:

  
\_\_\_\_\_  
Name: Michael J. Ellis  
Title: Village Manager  
Date: 10-12-2017



Consulting  
Engineers and  
Scientists

September 14, 2017  
Proposal No. 610040

VIA EMAIL: [kbelgrave@gha-engineers.com](mailto:kbelgrave@gha-engineers.com)

Mr. Kevin Belgrave, P.E.  
Gewalt Hamilton Associates, Inc.  
625 Forest Edge Drive  
Vernon Hills, IL 60061

**RE: Proposal for Field Engineer during Removal of Portions of Atkinson Road in Grayslake, Illinois**

Dear Mr. Belgrave:

Thank you for contacting us regarding this opportunity to provide our services during the reconstruction of a portion of Atkinson Road in Grayslake, Illinois. We understand that a portion of the roadway and curb heaved after a period of very high levels of rain this past summer. The roadway section where the distress occurred was constructed over peat. The peat extending to a depth of 40 feet below grade. We understand polystyrene blocks were used as light weight fill over the peat. The blocks were placed on a layer of bedding sand. Once the blocks were in place, we understand that a conventional bituminous concrete pavement section was constructed.

Based on our discussions, the Village of Grayslake is requesting a geotechnical engineer be on site to observe the removal of the distressed pavement down to the peat subgrade to document the condition of the underlying pavement sections. Our field geotechnical engineer will note any conditions that may have contributed to the pavement heave. We will also compare the in-place pavement section to the original design section. We will also prepare a field report summarizing our observations. Photographs of the pavement section layer condition will be included with our field report. The Village proposes to replace the distressed pavement area with the original design section. If we observe conditions during pavement removal that may have contributed to the pavement heave, we will provide GHA and the Village our observations and recommendations.

We understand that removal of the pavement section will take 2 to 3 days. Therefore, we have budgeted for 3 half days at the site. Prior to any field observations, we request a copy of the original geotechnical report and the design drawings. Our budget estimate to perform the above services is \$2,630 (assuming 3 half day visits).

If you have any questions with regard to our proposal, please contact us at 847.984.3401. We look forward to the opportunity to work with you on this project.

If you find this proposal acceptable, please sign the attached agreement.

Sincerely,

GEI CONSULTANTS, INC.



Varoujan Kazanjian  
Senior Project Manager

VVK:nls



Ronald P. Palmieri, P.E.  
Senior Consultant/Sr. Vice President

Attachment: Professional Services Agreement

## Budget Estimate

**Project:** Atkinson Road, Grayslake, IL

**Assumptions:**

*Schedule:* 3 half days

|                                       | <u>Days</u> | <u>Hours/<br/>Day</u> | <u>Units/<br/>Hours</u> | <u>Rate</u>      | <u>Cost</u>                           |
|---------------------------------------|-------------|-----------------------|-------------------------|------------------|---------------------------------------|
| <b>Personnel</b>                      |             |                       |                         |                  |                                       |
| Geotechnical Engineer                 | 3           | 5                     | 15                      | \$132            | \$1,980                               |
| Sr. Consultant                        |             |                       |                         | \$500            | \$500                                 |
|                                       |             |                       |                         | <b>Sub-Total</b> | <b>\$2,480</b>                        |
| <br>                                  |             |                       |                         |                  |                                       |
| <b>Reimbursables/Equipment Rental</b> |             |                       |                         |                  |                                       |
| Trip Charge                           |             |                       | 3                       | \$50             | \$150                                 |
|                                       |             |                       |                         | <b>Sub-Total</b> | <b>\$150</b>                          |
|                                       |             |                       |                         |                  |                                       |
|                                       |             |                       |                         |                  | <b><u>Budget Estimate \$2,630</u></b> |

## Terms and Conditions

We will perform our services in accordance with the attached terms and conditions for professional services. If a purchase or work order is provided for our professional services, the purchase or work order must reference this proposal in its entirety, including the attached terms and conditions. A signed copy of this proposal or a GHA work order referencing the GHA-GEI negotiated terms and conditions will need to be returned to Ron Palmieri before our services can begin.

**STANDARD SUBCONSULTANT  
AGREEMENT**

1. **CONTRACT.** This Standard Subconsultant Agreement (Contract), made and entered into by and between Gewalt Hamilton Associates, Inc. (GHA), 850 Forest Edge Drive, Vernon Hills, Illinois 60061 (Office Location), and GEI Consultants, Inc. (GEI) (Subconsultant), witnesseth that the parties do mutually agree as follows:
2. **GENERAL CONDITIONS.** This Contract is subject to all applicable terms and conditions of the prime contract between GHA and its Client, including all corresponding attachments and any orders of precedence.
  - a. A copy of the applicable prime contract clauses is attached and/or will be provided with each Task Order. Any such prime contract terms and conditions, attachments, or orders which conflict with the provisions of this Contract or which impose additional obligations or liability on the Subconsultant will be binding on the Subconsultant.
  - b. If doubts or questions arise regarding the true meaning of any of the provisions set forth in this Contract, the method of resolution will be in a manner agreeable to all parties, with adjudication in the appropriate court of law being the last resort if another satisfactory method cannot be agreed upon.
3. **PAYMENT.** In full consideration thereof, GHA will pay the Subconsultant for such services in accordance with the attached fee schedule or in each Task Order.
  - a. No work will be performed by the Subconsultant prior to the receipt of a letter of authorization from GHA for a specific Task. The Task Order amounts will not be exceeded without advance written authorization from GHA. Such payment will be computed upon the basis of the actual quantities of completed work.
  - b. The Subconsultant will submit to GHA detailed monthly invoices listing the fee for services performed and reimbursable expenses for work satisfactorily accomplished for each active Task Order during the billing period. GHA will review the invoice submitted by the Subconsultant for compliance with this Contract and either approve the invoice as submitted or request a revised invoice. Approval will not be unreasonably withheld. GHA will make payment to the Subconsultant within ninety (90) calendar days of receipt of invoices for services rendered under this contract.
  - c. The acceptance by the Subconsultant of the final payment for services will be and will operate as a mutual release of all claims for additional payments.
4. **TIME OF PERFORMANCE.** Subconsultant will perform such services in a prompt and timely manner in accordance with the attached schedule and/or as indicated on each Task Order.
5. **STANDARD OF CARE.** Subconsultant will perform its services under this Contract in a manner consistent with that degree of skill and care ordinarily exercised by similarly situated members of the Subconsultant's profession. Subconsultant makes no other warranties or representations regarding the quality of services provided hereunder.
6. **COMMUNICATION.** GHA is the Prime Consultant with the Client and all communication, whether in written, verbal, or electronic form by the Subconsultant for this project will be directed to GHA. Direct communication with the Client or other Prime Consultants working for the Client is prohibited unless GHA's Project Manager or other authorized representative authorizes such communication in writing. GHA's Project Manager must also approve in writing the publication of papers and/or articles of any type concerning work performed under this Contract.
7. **SCOPE OF WORK.** The Subconsultant will furnish all labor, materials, equipment and supplies and will perform all work necessary for or incidental to performing professional services as described in the attached scope of work and/or individual Task Orders.
  - a. To facilitate Subconsultant's understanding of the general scope of work, a copy of the appropriate scope of work between GHA and its Client may be included with individual Task Orders. This clause will be interpreted to allow site visits by Subconsultant for inspection and observation if such visits are called for in a Task Order.
  - b. The Subconsultant will perform all work to the satisfaction and approval of GHA and will perform all other obligations and assume all liability imposed upon it by this Contract.
8. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.** Subconsultant will obtain all necessary permits and licenses from authorities having jurisdiction over the work and comply with all Federal, State and Local laws, ordinances and regulations governing the performance of the work.
9. **SAFETY.** The Subconsultant will be solely responsible for the health and safety of all Subconsultant personnel and property during the performance of the work, and for complying with all site safety and working conditions, plus all safety regulations imposed by federal, state, local, or other applicable governmental authority.
10. **CONTRACT NOT TO BE SUBLET OR ASSIGNED WITHOUT APPROVAL.** Subconsultant will give its personal and constant attention to the faithful prosecution of the work. It will not assign, transfer, convey, sublet, or otherwise dispose of the Contract, or its right, title, or interest in or to the same or any part thereof, without written approval from GHA. Nothing contained herein will prevent Subconsultant from employing independent professional associates, subcontractors, and consultants as Subconsultant may deem appropriate to assist in the performance of services hereunder. If Subconsultant subcontracts any of the work to be performed under this Contract, Subconsultant will be fully responsible to GHA for the acts, errors and omissions of Subconsultant's subcontractor and of the persons employed by the Subconsultant. Nothing contained in this Contract will create any contractual relationship between any subcontractor of Subconsultant and GHA.
11. **MODIFICATION OF CONTRACT.** No modification or change to this Contract will be valid or enforceable against either of the parties unless it is in writing and signed by both parties or their duly authorized representatives. If changes in the work seem merited by Subconsultant or GHA, and information consultations with the Client by GHA indicate that a change is warranted, it will be processed by GHA in the following manner: A letter outlining the changes will be forwarded to GHA by the Subconsultant with a statement of estimated changes in fee or time schedule. A supplemental Contract will be prepared by GHA and executed by both parties before performance of such services. GHA will not be required to pay for the changes in work pending execution of the Supplemental Contract. Such supplemental Contract will not render ineffective or invalidate unaffected portions of this Contract.
12. **INSURANCE.** Subconsultant will carry the types and amounts of insurance in the usual form with the following minimum limits for completed operations:
  - a. Worker's Compensation and Employer's Liability (statutory): Comply with the laws of the State(s) in which the project is located.
  - b. Comprehensive General Liability (CGL) Insurance:
    - i. Bodily Injury: \$ 500,000 per person;  
\$1,000,000 per occurrence and in aggregate.
    - ii. Property Damage: \$ 500,000 per occurrence;  
\$1,000,000 in aggregate.

- iii. This insurance will cover explosion, underground drilling excavation, and collapse hazards, and it will include an endorsement naming GHA and Client as Additional Insureds under the policy

c. Comprehensive Automobile Insurance:

- i. Bodily Injury: \$ 500,000 per person; \$1,000,000 per occurrence.
- ii. Property Damage: \$ 500,000 per occurrence.
- iii. This insurance will include all owned, nonowned, and hired vehicles used in connection with the work.

d. Professional Liability Insurance: \$1,000,000 per claim and in aggregate

- e. Subconsultant will furnish, or have on file with GHA, Certificates of Insurance indicating full coverage for these limits before starting any of its operations under this Contract. Certificates will be endorsed with the requirement that cancellation or changes of a policy will not be made until after thirty (30) calendar days written notice to GHA.

**13. INDEMNIFICATION.** Subconsultant agrees to indemnify and hold harmless GHA, its officers, shareholders, and agents from and against claims, damages, liability, suits, actions, and expenses, including reasonable attorney's fees, relating to losses or damages sustained by any person, including employees of the parties hereto, only to the extent that such claims, damages, liability, suits, actions, and/or expenses are demonstrated to be the result of Subconsultant's negligent performance or failure to perform the services set forth in this Contract.

**14. TERMINATION OF CONTRACT.** Should either party to this Contract violate any covenants or stipulations thereof, the Subconsultant or GHA, as the case may be, will thereupon have the right to terminate said Contract according to the following:

- a. GHA will have the right to terminate this Subcontract at any time for any reason upon giving ten (10) calendar days written notice to the Subconsultant. The Subconsultant will also have the right to terminate this Subcontract at any time for any reason upon giving ten (10) calendar days written notice to GHA.
- b. In addition, GHA will have the right, at any time, for health and safety reasons, to annul this Contract immediately and without written notice to the Subconsultant. In the event that this Contract is terminated for any of the reasons stated above, the Subconsultant will be entitled to receive just and equitable compensation for services already performed in accordance with this Contract, subject to the limitations given in this paragraph.
- c. In the event of termination of this Contract prior to completion of the entire work scope, if such termination results from (1) the Subconsultant voluntarily terminating the work prior to completing the work without prior written permission from GHA to do so, or (2) GHA terminating the Subconsultant because the Subconsultant does not have adequate resources to complete the job, then in determining just and equitable compensation to the Subconsultant for work already performed, GHA may reduce amounts due to the Subconsultant or for actual quantities completed by amounts equal to additional costs incurred by GHA to complete the work scope. Such additional cost incurred by GHA may include but are not limited to (1) the additional costs incurred by GHA to engage another qualified Subconsultant to complete the unfinished work scope and (2) the billable labor costs and expenses for GHA to demobilize and remobilize its personnel to the site to coordinate with the new Subconsultant.

**15. GRATUITIES, KICKBACKS, AND CONTINGENT FEES. 1.**

Subconsultant, hereby certify that neither I nor anyone in my employ has been or will be involved in any gratuities, kickbacks, or contingent fees in connection with the selection of GHA's project team for the work described in this Contract, and

the associated addenda and Task Orders, or in connection with our ultimate performance of this Contract

Attest By: 

Title: Vice President Date: 9-14-2017

**16. SIGNATURES.** The parties hereto have executed this Contract as of the dates shown below

**GEWALT HAMILTON ASSOCIATES, INC. (GHA)**

By (Signature): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**GEI CONSULTANTS, INC. (GEI) (Subconsultant)**

By (Signature): 

Name (Print): Ronald P. Palmeri

Title: Vice President Date: 9-14-2017