

**VILLAGE OF GRAYSLAKE
DESIGN ENGINEERING SERVICES
SUPPLEMENTAL WORK ORDER
GHA PROJECT NO. 4990.017- REV. 8-25-17**



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

www.gha-engineers.com

**Project: Village of Grayslake
Whitney Street Parking Lot Expansion**

The Project will extend the existing parking lot south into the existing residential parcel at 47 S. Whitney Street, which the Village has acquired. Improvements will include relocation of the existing parking lot access on Whitney further south, the addition of a second entrance onto Whitney Street at the north end of the existing lot, additional parking spaces, modification to the existing on-street parking as needed, construction of curbing, asphalt parking, storm sewer improvements, lighting and associated work.

The original work order for this project did not include preparation of separate bid packages for the demolition of the existing house, masonry, and fencing which have been added to the project. The Village has also requested street lighting be added to the project at the north end of the project.

Scope of Services

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

Additional Design Engineering Services

1. In addition to the bid documents for the parking lot improvements included in the original proposal, GHA will prepare three additional bid packages for (1) the demolition of the existing residence at 47 Whitney Street, (2) Masonry pillars along the east side of the parking lot extension, and (3) fencing improvements along the east end of the parking lot extension.
2. GHA will coordinate with IMEG to prepare design documents to extend lighting improvements to the north end of the existing parking lot, per the attached proposal.

Estimate of Manhours and Fee

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

Task	Estimated Fee
Demolition Bid Package	\$1,380.00
Masonry & Fencing Bid Package	\$1,656.00
Street Lighting Design Documents (Subconsultant Fee)	\$4,900.00
Supplemental Hourly Not-to-Exceed Fee	\$7,936.00

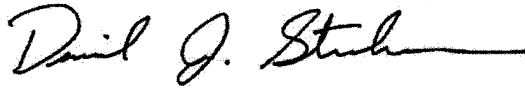
Note: Proposed upper limit of compensation is \$ 7,936.00 for this supplemental work order.
(Including the originally approved work order amount of \$14,828.00, the total proposed fee for design engineering services for this project is \$22,764.00).
This fee will not be exceeded without prior written approval of the Village.

Project Schedule

GHA anticipates the following schedule:

Date	Task / Milestone
September 28, 2017	Village Bid Openings
Mid-October 2017	Contractor mobilization
November 17, 2017	Project Completion Date- Civil Site Improvements, Masonry, & Fencing

Gewalt Hamilton Associates, Inc.
Submitted By:



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

Village of Grayslake
Accepted By:

VBK 

Name: Michael J. Ellis

Title: Village Manager

Date: 9-7-17



July 5, 2017

Mr. Dan Strahan
Gewalt Hamilton Associates
625 Forest Edge Drive
Vernon Hills, Illinois 60061

RE: Proposal for Engineering Services
Village of Grayslake Parking Lot Improvements
Grayslake, Illinois

Dear Dan:

Thank you for the opportunity to submit a Proposal for electrical engineering services for site electrical design for improvements to the main municipal parking lot on Whitney Street in Grayslake, Illinois.

We understand the scope of work is as follows:

DESIGN PHASE SERVICES

1. Design of electrical systems including:
 - a. Two new site lighting poles including power distribution, controls, grounding, and pole bases.
 - b. Retrofit of existing lighting poles with Light-Emitting Diode (LED) heads.
 - c. Relocation of an existing power distribution pedestal including power distribution, grounding, and pedestal base.
2. Prepare contract documents including drawings and specifications that are suitable for pricing and construction purposes.

ASSUMPTIONS

1. Drawings of the existing electrical systems, which accurately represent the existing conditions, will be provided to IMEG.
2. AutoCAD files requiring only freezing of layers to be suitable for use as backgrounds for the site will be provided to IMEG. Extensive modification of backgrounds will be considered additional services. IMEG formatting standards for drawings and specifications will be used. Drawings will be prepared using AutoCAD compatible programs with our standard layering.
3. Documents prepared by the Engineer will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions by the Engineer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is

- understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.
4. Existing electrical systems are code compliant and have adequate capacity to support the project requirements. The design for system modifications, replacements or new installations to support the project will be considered an additional service.
 5. Identification, testing, and/or removal of hazardous materials will be by others.
 6. The project will be awarded as a single prime contract for construction. Phased design and/or issue of early documents are not required.

COMPENSATION

We propose to provide the services described above for a fixed fee of \$4,900.

PROJECT EXPENSES

The following reimbursable expenses **are not** included in the above fee and will be invoiced with a 1.1 multiplier of actual cost:

1. Postage, delivery, and document reproduction charges.
2. Travel expense: 53.5¢ per mile for auto (adjusted annually), plus tolls, parking fees, taxi, train, and other out of pocket expenses.

ADDITIONAL SERVICES

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

1. Bidding or Construction Phase services.
2. Structural design of any kind except for bases for electrical equipment.
3. Mechanical design of any kind.
4. Technology design of any kind.
5. Invasive field takeoff to determine existing conditions that are not readily accessible or visible.
6. LEED criteria evaluation, calculation, justification, and documentation.
7. Assistance with grants and other related funding applications.
8. Revising construction documents after IMEG's construction drawings and specifications are complete.
9. Value engineering or negotiating construction cost/scope with contractors and related document revisions after documents are complete.
10. Field testing, adjusting, balancing, or field time to assist installation contractor. Initial startup is the responsibility of the various contractors and/or subcontractors.
11. Preparing record documents from as-built markups or files provided by contractors, or verifying the accuracy and completeness of same.



GENERAL

The attached Terms and Conditions dated April 3, 2017 are made a part of this Proposal. This Proposal is valid for 45 days from the date of this offer.

We will begin our services following acceptance of this Proposal for Engineering Services. We look forward to working with you and your staff on this project and appreciate this opportunity to be of service. Acceptance may be conveyed via e-mail to the address listed below, by fax, or by signing this offer and returning it to our office.

Sincerely,

IMEG CORP.

Jeff M. Leesman, PE, LEED AP, BD+C
Senior Associate
jeff.m.leesman@imegcorp.com

Jeff M. Oke, PE, LEED AP
Associate Principal

JML:JMO/tsc
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GEWALT HAMILTON ASSOCIATES

Accepted:

Signature

Title

Date



TERMS AND CONDITIONS

Standard of Care: Services provided by IMEG Corp. (hereinafter referred to as "the Engineer") under this Agreement will be performed in a manner consistent with the human degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Additional Services: When additional services beyond the defined scope are requested, an amendment will be prepared by the Engineer and approved by the Client prior to commencing work. Additional services shall be performed on a time and material basis or for a negotiated fee.

Compensation: Services provided by the Engineer on a time and material basis shall be performed in accordance with the Engineer's current fiscal year Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated yearly and is available upon request.

Performance: Engineer has multiple offices and has professional service agreements for additional engineering and production assistance. The Engineer may use any office or professional service in the completion of services required for the Project.

Billing/Payment: The Client agrees to pay the Engineer for all services performed and all costs incurred. Invoices for the Engineer's services shall be submitted either upon completion of such services or on a monthly basis. Invoices shall be due and payable within 30 days of invoice date (direct) or 15 days from payment by Owner (consultant). Client shall notify Engineer of any objections to the invoice within five working days of receipt. Payment of any invoice indicates Client's acceptance of this Agreement, these Terms & Conditions, and satisfaction with Engineer's services. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the billing, the Engineer may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: The Engineer and Client shall, to the fullest extent permitted by law, indemnify and hold harmless each other and their respective officers, directors, employees, agents and consultants from and against damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of this Agreement, excepting only those damages, liabilities or costs attributable to negligence or willful misconduct.

Certification, Guarantees and Warranties: The Engineer shall not be required to execute any document that would result in the Engineer certifying, guaranteeing or warranting the existence of any conditions.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Engineer as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Dispute Resolution: Any claims or disputes between the Client and the Engineer arising out of the services to be provided by the Engineer or out of this Agreement shall be submitted to non-binding mediation. The Client and the Engineer agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of Illinois will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

Construction Means and Methods: The Engineer shall not be responsible for, nor have control over or charge of, construction means, methods, sequences, techniques, or procedures, or for any health or safety precautions. Neither Client nor Engineer shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the Client's or Engineer's employees, agents, or consultants.

Construction Observation: When the Engineer does not provide construction observation services, it is agreed that the professional services of the Engineer do not extend to or include the review or site observation of the Contractor's work, performance, or pay request approval. During construction, the Client assumes the role of the engineer and will hold harmless the Engineer for the Contractor's performance or the failure of the Contractor's work to conform to the design intent and the contract documents.

Project Signs: Project signs displayed at the construction site shall include "IMEG Corp." as the Engineer. Articles for publication regarding this project shall acknowledge IMEG as the structural, mechanical, electrical and/or technology engineer, as applicable.

Adjustments, Changes or Additions: It is understood that adjustments, changes, or additions may be necessary during construction. A contingency fund will be maintained until construction is completed to pay for field changes, adjustments, or increased scope items. All change order amounts requested by Contractors constructing Engineer-designed systems shall be submitted to the Engineer for review prior to being approved by contract holder. The Engineer will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to the Engineer at the discretion of the Contractor, the Client, or the Owner without prior agreement and approval of the Engineer. Engineer shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Ownership: All drawings, specifications, BIM and other work product of the Engineer developed for this Project are instruments of service for this Project only. Reuse of any instruments of service of the Engineer by the Client, or others acting for the Client, for extensions of the Project or for any other use without the written permission of the Engineer shall be at the Client's risk. Client agrees to defend, indemnify and hold harmless the Engineer for all claims, damages and expenses, including reasonable attorney's fees, arising out of such unauthorized reuse.

Electronic Files: The Client hereby grants permission for the Engineer to use electronic background information produced by the Client in the completion of the project. The Client also grants permission to the Engineer to release Engineers' documents (including their backgrounds) electronically to Clients, Contractors, and Vendors as required in the execution of the project. Before release, the Engineer will require an executed waiver of liability for the use of any electronic documents.

Employment: For the duration of this contract plus six (6) months from final payment received, neither the Engineer nor Client will offer employment to any person who is or was employed by the other during the course of this contract.

Termination: The Client or Engineer may, after giving seven (7) days written notice, terminate this agreement and the Engineer shall be paid for services provided up to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to the termination.

Survivability: In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

Limitation of Liability: It is agreed that the Engineer's liability for this project for negligent acts, errors, or omissions, and all claims, losses, costs, damages, cost of defense, or expenses from any cause, including Client, Contractors, and Attorney fees, is limited to fees collected or \$100,000, whichever is greater.

Contract Exhibit: If attached to another contract or agreement, that agreement shall take precedence over all clauses listed in these Terms and Conditions. If that agreement is silent on or does not include a clause, this document shall take precedence.



IMEG Equal Employment Opportunity / Rights Under Federal Labor Laws

1. The equal opportunity clause of 41 CFR § 60-1.4(a) is hereby incorporated by reference as if fully set forth herein.
2. The equal opportunity clause of 41 CFR § 60-741.5(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime consultants and subconsultants to employ and advance in employment qualified individuals with disabilities.
3. The equal opportunity clause of 41 CFR § 60-300.5(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime consultants and subconsultants to employ and advance in employment qualified protected veterans.
4. The employee notice clause of 29 CFR § 471, Appendix A to Subpart A is hereby incorporated by reference as if fully set forth herein.
5. Employer Reports on Employment of Protected Veterans (41 CFR § 61-300.10)
 - a. IMEG agrees to report at least annually, as required by the Secretary of Labor, on:
 - 1) The total number of employees in the workforce of IMEG, by job category and hiring location, and the total number of such employees, by job category and hiring location, who are protected veterans;
 - 2) The total number of new employees hired by IMEG during the period covered by the report, and of such employees, the number who are protected veterans; and
 - 3) The maximum number and minimum number of employees of IMEG at each hiring location during the period covered by the report.
 - 4) The term "protected veteran" refers to a veteran who may be classified as a "disabled veteran," recently separated veteran, "active duty wartime or campaign badge veteran," or an "Armed Forces service medal veteran," as defined in 41 CFR 61-300.2.
 - b. The above items must be reported by completing the report entitled "Federal Contractor Veterans' Employment Report VETS-4212."
 - c. VETS-4212 Reports must be filed no later than September 30 of each year following a calendar year in which IMEG held a covered contract or subcontract.
 - d. The employment activity report required by paragraphs (a)(2) and (a)(3) of this clause must reflect total new hires and maximum and minimum number of employees during the 12-month period preceding the ending date that IMEG selects for the current employment report required by paragraph (a)(1) of this clause. IMEG may select an ending date:
 - 1) As of the end of any pay period during the period July 1 through August 31 of the year the report is due; or
 - 2) As of December 31, if IMEG has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1, Standard Form 100 (EEO-1 Report).
 - e. The number of veterans reported according to paragraph (a) above must be based on data known to IMEG when completing their VETS-4212 Reports. IMEG's knowledge of veterans status may be obtained in a variety of ways, including, in response to an invitation to applicants to self-identify in accordance with 41 CFR 60-300.42, voluntary self-disclosures by employees who are protected veterans, or actual knowledge of an employee's veteran status by IMEG. Nothing in this paragraph (e) relieves IMEG from liability for discrimination under 38 U.S.C. 4212.

Rev. 04/03/17

