

ADMINISTRATION

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TO: Mayor Laurel Lunt Prussing and Members of the City Council

FROM: William R. Gray, P.E.

DATE: September 18, 2014

RE: A Resolution Approving an Agreement for Engineering Services with Hanson Professional Services Inc. (North Lincoln Avenue Improvements)

Introduction

Recently, the Illinois Department of Transportation (IDOT) approved the North Lincoln Avenue Location Design Report Supplement. The proposed \$3.6M improvement is one mile in length beginning at Saline Court and terminating at Olympian Drive. (The two-lane, and ultimately four-lane, planned alignments are shown on the attached maps.)

The next step in this project is to commence with final engineering design for this roadway. The consulting engineering firm, Hanson Professional Services Inc. has provided an engineering services agreement that outlines the scope of services and fees. The project design fees are \$222,438. Per a previously approved intergovernmental agreement with Champaign County, the county and the city share equally all expenses (\$111,219 each).

The proposed improvements include two twelve-foot wide travel lanes with curb and gutter and an inside shoulder six feet in width. The roadway will be built to accommodate a future eighteen-foot curbed center median and two additional travel lanes. Pedestrian and bicycle accommodations will be made in the future by using an eight-foot shared-use path along the entire length of the west side of the project improvements up to Olympian Drive. A public information meeting was held at the Urbana Civic Center on September 29, 2013 where project details were presented and comments were received.

Fiscal Impact

The city share for these engineering services, allowing for some unforeseen expenses, are estimated to be no more than \$120,000 and will come from state Motor Fuel Taxes. Attached please find a MFT companion resolution that is required in order to use state MFT funds. These funds are budgeted in this fiscal year's budget.

Recommendations

It is recommended that a Resolution Approving an Agreement for Engineering Services with Hanson Professional Services Inc. (North Lincoln Avenue Improvements) be approved. Also it is recommended that a Resolution for Improvement by Municipality Under the Illinois Highway Code (Lincoln Avenue–Saline Court to Olympian Drive) be approved.

ADMINISTRATION • ARBOR • ENGINEERING • ENVIRONMENTAL MANAGEMENT EQUIPMENT SERVICES • OPERATIONS • PUBLIC FACILITIES

RESOLUTION NO. 2014-09-047R

A RESOLUTION APPROVING AN AGREEMENT FOR ENGINEERING SERVICES WITH HANSON PROFESSIONAL SERVICES INC. (North Lincoln Avenue Improvements)

WHEREAS, the City of Urbana, an Illinois municipal corporation, is a home rule entity pursuant to Article 7, § 6 of the Constitution of the State of Illinois and 65 ILCS 5/1-1-10; and

WHEREAS, the City of Urbana, Illinois has the authority to enter into and execute one or more agreements with such persons as is necessary to obtain consulting services; and

WHEREAS, the City of Urbana and Hanson Professional Services, Inc. seek to enter into and execute an engineering agreement which agreement is for engineering services necessary for improvements on Lincoln Avenue from Saline Court north to Olympian Drive in the City of Urbana and Champaign County, a copy of which agreement is appended to and incorporated into this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1. An Agreement for Engineering Services between the City of Urbana, Illinois, and Hanson Professional Services Inc., in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this ____ day of _____, ____.

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, ____.

Laurel Lunt Prussing, Mayor



Resolution for Improvement by Municipality Under the Illinois Highway Code (Lincoln Avenue – Saline Court to Olympian Drive)

BEIT RESOLVED, by the Cour	cil			of the
City	of		fTrustees	Illinois
City, Town or Village				
that the following described street(s) be improved	under the Illinois Highway Code):	
Council or President and Board of Trustees Illinc City, Town or Village of Urbana Illinc hat the following described street(s) be improved under the Illinois Highway Code: To Incoin Avenue To Lincoin Avenue FAU 7177 Saline Court Olympian Drive To Lincoin Avenue FAU 7177 Saline Court Olympian Drive Illincoin BE IT FURTHER RESOLVED, 1. That the proposed improvement shall consist of Phase II design plans for the construction of the north Lincoin Avenue extension from Saline Court to Olympian Drive, including the construction of new pavement, curb and gutter, storm sewer, box culverts and intersection connections.				
Lincoln Avenue	FAU 7177	Saline Court	Olympian Drive	
BE IT FURTHER RESOLVED, 1. That the proposed improvemen	t shall consist o	of Phase II design plans for th	e construction of the north Li	ncoln
				<u>gano</u> ,
Storm sewer, box cuivens and inte	Section connec			
		and shall be constru	icted 30'	wide
and be designated as Section 11	-00344-01-EG			
2. That there is hereby appropriate	d the (addition	al □ Yes ⊠ No) sum of <u>One</u>	hundred twenty thousand do	llars and no
		_		
cents		Do	ollars (\$120,000) for the
	ne municipality		•) for the
improvement of said section from t			•	_ ^
improvement of said section from t 3. That work shall be done by	Contract	's allotment of Motor Fuel Tax fu	inds.	_ ´ ; and,
improvement of said section from t 3. That work shall be done by BE IT FURTHER RESOLVED, that	contract the Clerk is he	's allotment of Motor Fuel Tax fu Specify Contract or Day L ereby directed to transmit two ce	inds.	_ ´ ; and,
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improvement of said section from t 3. That work shall be done by <u>C</u> BE IT FURTHER RESOLVED, that district office of the Department of Approved Date	Contract the Clerk is he Fransportation.	's allotment of Motor Fuel Tax fu Specify Contract or Day L ereby directed to transmit two ce hyllis D. Clark of Urbana wn or Village y of Champaign ing to be a true, perfect and com <u>Council</u> Council or President an eeting on October 6, 2014 STIMONY WHEREOF, I have he day of	unds. abor ertified copies of this resolutio Clerk in a , hereby hplete copy of a resolution ad d Board of Trustees Date ereunto set my hand and seal	; and, n to the and for the certify the lopted
improvement of said section from t 3. That work shall be done by <u>C</u> BE IT FURTHER RESOLVED, that district office of the Department of Approved Date Department of Transportation	Contract the Clerk is he Fransportation.	's allotment of Motor Fuel Tax fu Specify Contract or Day L preby directed to transmit two ce hyllis D. Clark of Urbana wn or Village y of Champaign ing to be a true, perfect and corr <u>Council</u> Council or President an eeting on <u>October 6, 2014</u> STIMONY WHEREOF, I have he	unds. abor ertified copies of this resolutio Clerk in a , hereby hplete copy of a resolution ad d Board of Trustees Date ereunto set my hand and seal	; and, n to the and for the certify the lopted

City, Town, or Village Clerk

Municipality City of Urbana Township Urbana County Champaign Section 11-00334-01-EG	LOCAL AGENCY	Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	CONSULTANT	Name Hanson Professional Services Inc. Address 1525 South Sixth Street City Springfield State IL
improvement of the above SECTION. supervision of the State Department of	ER) Mote Tra	and covers certain professional engineer or Fuel Tax Funds, allotted to the LA by t nsportation, hereinafter called the "DEPA cribed under AGREEMENT PROVISION	RT	State of Illinois under the general
		Section Description		
Name North Lincoln Avenue from Sa	aline	Court to Olympian Drive		

Termini Saline Court / Olympian Drive

Length

1.00

Description:

Route

Phase II design plans for the construction of the North Lincoln Avenue extension from Saline Court to Olympian Drive, including the construction of new pavement, curb and gutter, storm sewer, box culverts and intersection connections.

5,280

FT

(Structure No.

N/A

Agreement Provisions

Mi.

The Engineer Agrees,

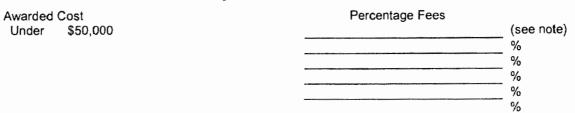
- 1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. A Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. A Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
- j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
- k. D Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
- (7) See Attachment A for Scope of Services made part of this contract.

The LA Agrees,

- 1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraph 1/2, 1/2, 3/3 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. A sum of money equal to ______ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost



Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus ______ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

- 3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

- 4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus ______ percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.
- 5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREEs, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus ______ percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.
- 6. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee \boxtimes CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or \square CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or \square CPFF = 14.5%[(2.3 + R)DL + IHDC]

> Where: DL = Direct Labor IHDC = In House Direct Costs OH = Consultant Firm's Actual Overhead Factor R = Complexity Factor

Compensation will be limited to a total cost of \$249,609, including \$218,885 in labor, overhead and direct costs and \$30,724 as a fixed fee. This compensation will be a maximum amount unless supplemental costs are approved by the LA. See Attachment B for detailed cost of services.

It is Mutually Agreed,

- That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- 2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
- 3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

- 4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.
- 5. That the attached General Conditions are included in and made a part of this AGREEMENT.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:	
ATTEST: By	(Municipality/Township/County) State of Illinois, acting by and through its
(Seal)	By Title
Executed by the ENGINEER:	Hanson Professional Services Inc.
ATTEST: By Mull Title V.P.	By TBOOD Title SENTOR VICE PRESIDENT
Approved Date Department of Transportation	

Regional Engineer

Attachment A – Scope of Services

Survey and Data Collection (Clark Dietz)

- The North Lincoln Avenue Extension will include approximately 5,300 lineal feet long roadway right-of-way extending from the northerly end of existing North Lincoln Avenue construction at Saline Court to Olympian Drive to the north.
- Perform a centerline cross section survey at an interval of 100 feet along the proposed alignment of North Lincoln Avenue from Saline Court to Olympian Drive.
- Perform a Topographic-Site Survey of the last 250 feet of the existing North Lincoln Avenue north of Saline Court. This will include three (3) cross-sections of the existing street right-of-way.
- Perform cross-section topographic-site surveys of existing North Lincoln Avenue where proposed North Lincoln Avenue crosses, at intervals of 100 feet for 500 feet north and 500 feet south of the centerline of the proposed North Lincoln Avenue and along existing North Lincoln Avenue where the proposed alignment runs parallel to it. Cross-sections will extend 50 feet beyond the rights-of-way of existing North Lincoln Avenue. Survey crew will also obtain topographic and utility information at other critical points such as culverts, power poles, driveways, etc.
- Tree area boundaries will be acquired in the topo survey.
- Topographic-Site Survey will be drawn in Microstation. The electronic files will include the topo file, points only file, 3D triangles file, and ASCII points file.
- Show all utilities on the Topographic-Site Survey based upon information provided by the corresponding utility companies.
- Set the locations of soil borings performed by Midwest Engineering and Testing, Inc.
- Utilize and establish horizontal and vertical control monuments along the proposed alignment of North Lincoln Avenue. Utilize the City of Urbana vertical and horizontal control datums. The horizontal datum will be NAD 83 (1997) Illinois State Plane Coordinate System, East Zone. The vertical datum will be North American Vertical Datum of 1988.
- Negotiate with landowners for access authorization to perform surveying services.

Boundary Survey and Data Collection (Clark Dietz)

- The North Lincoln Avenue Extension will include approximately 5,300 lineal feet long roadway right-of-way extending from the northerly end of existing North Lincoln Avenue construction at Saline Court to Olympian Drive to the north and will cross an estimated (6) properties.
- Prepare rights-of-way plats and descriptions for the estimated six (6) properties along the proposed North Lincoln Avenue alignment. Also obtain title search data from these estimated six (6) properties. Review any special municipal agreements, zoning documents, pre-annexation documents which are provided to us for information which may affect the rights-of-way documents. Plats and legal descriptions will be in standard IDOT format.
- All rights-of-way documents will be prepared in accordance with the City of Urbana, Champaign County, and Illinois Department of Transportation standards.
- Submit an estimated six (6) separate right-of-way plats and corresponding description for the properties along the proposed North Lincoln Avenue extension.

Property Appraisal (Whitsitt)

 Appraise an estimated 6 parcels using IDOT form # BRW-742, or similar IDOT formats as applicable for the parcels. These reports would be completed following Department of Transportation Guidelines.

Property Appraisal Review (Webster)

• Appraise review for an estimated 6 parcels using IDOT forms similar IDOT formats as applicable for the parcels. These reports would be completed following Department of Transportation Guidelines.

Geotechnical (MET)

- The proposed project will include an approximate 5,300 ft. long extension of North Lincoln Avenue from Saline Court to Olympian Drive. The proposed alignment is located in an area comprised primarily of relatively level agricultural cropland. The new alignment will be designed for two pavements separated by a median, but it is anticipated that only one pavement will initially be built.
- The guidelines outlined in the IDOT Geotechnical Manual, Section 1.2., for the number and depth of borings required for the project have been estimated and are shown below:
 - o Roadway alignment (5,300 ft. length) 20 borings to 6 ft. depth
 - o Box Culvert Two borings to 25 ft. depth
- The borings will be performed with a truck-mounted drilling rig using hollow-stem auger. Soil samples will be obtained by split-barrel sampling techniques in accordance with ASHTO T 206. Samples will be collected at 2.5 ft. intervals through a depth of 30 ft. and at 5 ft. intervals, thereafter. Groundwater level observations will be noted during the drilling activities and in the open boreholes upon completion.
- The natural moisture content will be determined on all samples and unconfined compressive strength (Rimac) testing and dry density determination will be performed on all intact cohesive samples. Select samples will be tested for particle size analysis, plasticity index, Illinois Bearing Ratio and moisture density relationship.
- The results of the subsurface exploration and laboratory testing will be presented in written reports prepared by a professional engineer as follows:
 - Roadway Geotechnical Report for the pavement structure following IDOT geotechnical report guidelines.
- The reports will include boring logs in IDOT format and discussions of site geology and pedology, sampling techniques, laboratory testing methods, and the subsurface conditions encountered.
- No cost for crop damage has been included for any geotechnical work.

Environmental Coordination

- Tree Replacement construction documents will be prepared for mitigation of 1.5 acres of proposed tree removal and removal of 160 ornamental trees, and incorporated into the project plans. Potential tree replacement locations include an area east of the proposed crossing of the unnamed tributary to East Branch Drainage Ditch, adjacent areas to the proposed Olympian Drive Extension from Apollo Drive to proposed North Lincoln Avenue, and local park district property.
- An application will be prepared for a Champaign County Floodplain Development Permit and submitted to the Champaign County Department of Planning and Zoning. It is assumed that the project is authorized under the Illinois Department of Natural Resources, Office of Water Resources (IDNR/OWR) Statewide Permit No. 2, and will not require an application to IDNR/OWR. A memorandum will be prepared for the file to

Attachment A – Scope of Services

document that the project complies with the terms and conditions of Statewide Permit No. 2.

- The location of jurisdictional wetlands and stipulations for the contractor to avoid them will be identified on the project plans.
- A Section 404 permit application will be prepared and submitted to the U.S. Army Corps
 of Engineers, Louisville District for authorization under Nationwide Permit No. 14 –
 Linear Transportation Projects for the proposed crossing of the unnamed tributary to the
 Saline Branch Drainage Ditch. It is assumed that an individual Section 404 permit and
 individual Section 401 Water Quality Certification from the Illinois Environmental
 Protection Agency will not be required.

Roadway Design

- Preliminary sheet creation and design information will be developed to identify the major design features of the proposed roadway including geometric and bench mark elevation control, develop proposed typical sections for the future four lane / current two lane paving section and verify design criteria for the vertical and horizontal alignments based on Location Study Supplement.
- A pavement design for North Lincoln Avenue will be prepared and submitted to District 5 for review and approval. It is estimated that concrete pavement will be used for North Lincoln Avenue based on the recent local construction sections.
- After the establishment of the design criteria, vertical and horizontal design for the proposed alignment will be prepared and reviewed.
- Preliminary plan and profile sheets will be prepared and existing topographic information included in preparation for geometric layout for the proposed roadway.
- Geometric layout of the typical sections in plan view will be completed using the horizontal alignment as the basis for design.
- Existing profiles will be developed from the topographic mapping.
- Cross sections will be developed at a 100' spacing to determine estimated impacts to adjacent landowners and estimated right-of-way requirements. Existing ground cross sections will be prepared from the existing topographic elevation data. Proposed cross section criteria will be developed based on the typical sections. Ditch grading criteria spreadsheets will be developed and special and standard ditch locations identified.
- Preliminary design for construction staging, drainage profiles, striping, signing, entrances, detention, field tile impacts, erosion control, entrances will be reviewed during horizontal, vertical and geometric layout.
- An estimated list of quantities will be developed to identify the major items of work anticipated for the project.
- Preliminary plans showing exiting condition information and basic geometric layout will be prepared for submittal to the City for review and for review by utility companies.
- Utility locations will be based on information provided by the utility companies.

Drainage Design

• Drainage design for North Lincoln Avenue will include ditch profile layout, capacity analysis, culvert design including hydrologic determination of drainage area, culvert outlet protection criteria and storm sewer design for curbed sections.

Attachment A – Scope of Services

Pre-Final Plans

- A field check will be used to identify any design or utility adjustments necessary in the plans. After the field plan check, adjustments, as necessary will be made to the design. Utility companies will be sent early plansets for coordination of their facilities.
- The pre-final plan set will include the applicable sheets identified in the IDOT BDE manual for plan preparation for the project scope of work. Identified items of work include Summary of Quantities, Typical Sections, Schedule of Quantities, Alignment, Ties and Benchmarks, Plan/Profile Sheets, Construction Staging/Traffic Control, Erosion and Sediment Control Sheets, Drainage and Utility Sheets, Intersection Details, Pavement Marking/Signing Details, Drainage Details, Miscellaneous Details and Cross Sections.
- Quantity computations will be prepared and included in Schedules of Quantities as appropriate and summarize in a Summary of Quantities.
- Estimates of Time and Cost will be prepared based on controlling items of work and recent IDOT bid tab average unit prices.
- Project special provisions will be prepared detailing any project specific special pay items. IDOT Recurring Special Provisions, Local Roads Special Provisions and BDE Special Provision Checksheets will be included and the applicable specials included as part of the special provision package.
- The pre-final planset will be prepared assuming the project will be included on a State letting.
- Any utility company not responding to previous early plan submittals will be re-sent a set of prefinal plans for review.

Final Plans

- Final plan preparation will include reviewing and documenting the pre-final plan comments and disposing of the comments in preparation for final submittal. An internal comment review meeting will be held to disseminate comments across disciplines and to coordination resolution.
- Plan, quantity and specification revisions will be made based on the pre-final comments and the construction documents prepared to be submitted for a final submittal.
- A final submittal will be submitted to District 5 for inclusion on an identified state letting.
- Questions about the planset during bidding will be documented and reported to the District for determination of resolution of the questions.

Administrative Management

 Administrative management for the project will include documenting the budget and time occurred for the project, preparing period ending progress reports and invoices, holding internal project progress and coordination meetings and coordinating work and budgets with subconsultants.

Status Meetings

• Meetings included in the scope of this project include attendance at meetings with the County and City (assume 3) to discuss the project.

HANSON PROFESSIONAL SERVICES INC. LABOR HOUR ESTIMATE NORTH LINCOLN AVENUE SALINE COURT TO OLYMPIAN DRIVE HANSON NO. 14L0106



Engineering | Architecture | Planning | Allied Services

PREPARED ON: 8/15/2014

TASK	PRIN	PMGR	P ENG	ENG	JR ENG	SR TECH	TECH	CLER	TOTAL
Roadway Design									
Cover Sheet						2		1	2
Index and general notes			2	2	1	2			6
Geometric controls			4			2			6
Bench marks			2			2			4
Tabulate pay items			2	2		4			8
Drainage schedule			2			4			6
Existing typical sections			2	2		2			6
Develop typical sections			4	8		8			20
Pavement design			4	4				2	10
Set alignments			2	4		4			10
Set profiles			2	8		4			14
Plan and profile sheets (1"=50') (6 sheets)			6	8		12			26
Intersection details			2	8		8			18
Traffic control plans			2	8		4			14
Select traffic control standards				2					2
Set construction limits				4		4			8
Finalize right-of-way requirements				4		4			8
Ditch profiles			2	8		8			18
Entrances			2	4		4			10
Erosion control plan				8		4			12
Striping			2	8		4			14
Signing			2	8		4			14
Field tile details		+				2			2
Miscellaneous details			4	8		4			16
Cut existing cross sections						12			12
Set templates			4			12			16
Develop corridor model files		++			ll	12			12
Input special ditches				6		4			10
Input right-of-way				4		4			8
Culvert cross sections				8		8			16
Entrance cross section				2		4			6
Stage construction lines				4		2			6
Cross section sheets			4	12		16			32
Set up schedules				8		8			16
Set up summary				4	II	4			8
Special provisions			4	12			2		18
Forward plans to utility companies				2	L	2	2		6
		+							
		+		170					100
SUBTOTAL HOURS PER PERSON PER TASK		⊥I	60	170	II	184	4	2	420
	-4								
Drainage Design		1							
		++							0.0
Culvert Plans (Assume 6 to be sized)			16	30	24	16			86
Ditch Profile Design		++	2		8	8			18
Riprap Outlet Protection		+	2		6				8
Miscellaneous Design (Grading Plans, detailing)			3		8	4			15
Storm Sewer Area Determination			16		8	4			28
Inlet Spacing Calculation			4		16	8			28
Develop Storm Sewer Schedules		1	8		4	16			28
SUBTOTAL HOURS PER PERSON PER TASK			51	30	74	56			211
	4								
Pre-Final Plans		······							
Field check				8		8			16
Respond to field check and preliminary plan review			4	8				2	14
Input utility company information		++	2			4			6
Cover Sheet		ļ				4			4
Index and general notes			2	2		2			6
Drainage schedule		+		4		4			8
Finalize typical sections			2	8		8			18
Plan and profile sheets (1"=50')			2	8		12			22
Traffic control plans			2	2		2			6
Select traffic control standards			2						2
Intersection details (1"=20')			2	4		8			14
		· ·	T	4		4	T		8
Pavement marking plans				4					
Signing			4			8			12
Signing Entrances			4	2		8 4			12 6
Signing Entrances Erosion control plan				2		8 4 4			12 6 8
Signing Entrances			4	2		8 4			12 6

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HANSON PROFESSIONAL SERVICES INC. LABOR HOUR ESTIMATE NORTH LINCOLN AVENUE SALINE COURT TO OLYMPIAN DRIVE HANSON NO. 14L0106



Engineering | Architecture | Planning | Allied Services

PREPARED ON: 8/15/2014

TASK	PRIN	DHOD	DENC	ENO			TEAH	01 55	TOTIC
Finalize special ditches	PRIN	PMGR	PENG	ENG 4	JR ENG	SR TECH	TECH	CLER	TOTAL
Finalize right-of-way		+	·	2		2			4
Culvert cross sections				4		2			6
Entrance cross section		+		2		۷			2
Stage construction lines				2		2			4
Adjust cross sections			2		8				26
Compute quantities		1	4			24	4		48
Schedules			4	8		16	4		32
Summary			2	8		8	4		22
Special provisions			8					4	12
Estimate of time			4	8					12
Estimate of cost			8	8					16
Print and submit for review			4			8			12
SUBTOTAL HOURS PER PERSON PER TASK				4.40		100			
SUBTOTAL HOURS PER PERSON PER TASK		L	66	148	8	138	12	6	378
Final Plans									
Review meeting		8	8			8			24
Respond to review comments		2	8	4		8		2	24
Finalize PS&E		<u> </u>	8	16		16	8	2	48
Final submittal			4	10		8			12
Bidding Questions			4		8	0			12
									12
SUBTOTAL HOURS PER PERSON PER TASK		10	32	20	8	40	8	2	120
		h							
Environmental Coordination									
Tree replacement plan		2	8			4			14
Prepare Floodplain Development Permit & Statewide Permit No. 2 documentation	on .	4	8	8		12		2	34
Jurisdictional wetland protection in plans		2	4			4			10
Nationwide Section 404 permit application		2	8	8		8		2	28
SUBTOTAL HOURS PER PERSON PER TASK		10	28	16		28		4	86
Project Management					·				
Administrative set up	4							2	6
Invoices and billing. Scope of work reviews		2						4	4
Progress and schedule control		2						2	4
Internal coordination meetings		2		4		4		4	14
Contract administration	4	²				4		4	8
Documentation				4				2	6
Subconsultant coordination		4					-		4
		· · · · · ·							· · · ·
SUBTOTAL HOURS PER PERSON PER TASK	8	12		8		4		20	52
						······			
Status meetings and coordination									
Meetings with County and Cities (assume 3)			9	9				1	19
Response to information requests	2		2	4				2	10
Minutes			2	4				2	8
SUBTOTAL HOURS PER PERSON PER TASK	2		13	17				5	37
		т.		1		· · · · · · · · · · · · · · · · · · ·	r	r	
SUBTOTAL HOURS PER PERSON PER TASK									
OUDIGINE HOURS FER FERSON FER INON									
		1	1	T	1	T	Г	T	

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HANSON PROFESSIONAL SERVICES INC. LABOR HOUR ESTIMATE NORTH LINCOLN AVENUE SALINE COURT TO OLYMPIAN DRIVE HANSON NO. 14L0106



Engineering | Architecture | Planning | Allied Services

PREPARED ON: 8/15/2014

TASK	PRIN	P MGR	P ENG	ENG	JR ENG	SR TECH	TECH	CLER	TOTAL
n en					1				
annaa ay farma 299 ilanaa , ya afada duudh iy myaamaan yanaan ya aadada yaaraadah amaanaa ay fadaa amaa ay fad									[
									1
SUBTOTAL HOURS PER PERSON PER TASK									
			1						
SUBTOTAL HOURS PER PERSON PER TASK									
TOTAL HOURS PER PERSON	10	32	250	409	90	450	24	39	1304
PERCENTAGE HOURS PER PERSON	0.8%		19.2%	31.4%	6.9%	34.5%	1.8%	3.0%	

PROJECT SUMMARY]								
Roadway Design			60	170		184	4	2	420
Drainage Design			51	30	74	56			211
Pre-Final Plans			66	148	8	138	12	6	378
Final Plans		10	32	20	8	40	8	2	120
Environmental Coordination		10	28	16		28		4	86
Project Management	8	12		8		4		20	52
Status meetings and coordination	2		13	17				5	37
TOTAL HOURS PER PERSON	10	32	250	409	90	450		39	1304
PERCENTAGE HOURS PER PERSON	0.8%	2.5%	19.2%	31.4%	6.9%	34.5%	1.8%	3.0%	100%

HANSON PROFESSIONAL SERVICES INC. PROJECT DIRECT COSTS NORTH LINCOLN AVENUE SALINE COURT TO OLYMPIAN DRIVE HANSON NO. 14L0106



Engineering | Architecture | Planning | Allied Services

PREPARED ON: 8/15/2014

			In-House Di	rect C	osts						0	utsi	de Dire	ect Co	osts				
	TASK	Mileage	Truck Cost	Car	Cost	Te	otal	Prints	.75	/ sht	Copies	.15	i / sht	Subo	consultant		Total	С	Direct Costs Total
1	Roadway Design			\$	-	\$	-	100	\$	75		\$	-			\$	75	\$	75
2	Drainage Design			\$	-	\$	-	20	S	15		\$	-			\$	15	\$	15
3	Pre-Final Plans	200		\$	112	\$	112	400	\$	300	2000	\$	300			\$	600	\$	712
4	Final Plans			\$	-	\$	-	400		300	2000	\$	300			S	600	\$	600
5	Environmental Coordination			\$	-	\$	-	100	\$	75		\$	-			\$	75	\$	75
6	Project Management			\$	-	\$	-	50		38		\$	-			\$	38	\$	38
7	Status meetings and coordination	600		\$	336	\$	336	50	\$	38		\$	-			\$	38	\$	374
8																			
	Clark Dietz (Survey & Plats)													\$	45,725	\$	45.725		
10	Whitsitt and Associates (Appraisal)													\$	9,600	\$	9,600		
11	Midwest Engineering Associates (Geotechnical)													\$	9,970	\$	9,970		9,970
12	James H. Webster & Associates, Ltd. (Appraisal Review)													\$	6.000	\$	6,000	\$	6,000
13	Crop Damage Estimate													\$	2,000	\$	2,000	\$	2,000
14																			
15																			
	Total		\$ -	\$	448	\$	448		\$	840		\$	600	\$	73,295	\$	74,735	\$7	75,183

HANSON PROFESSIONAL SERVICES INC. PROJECT HOURLY RATES NORTH LINCOLN AVENUE SALINE COURT TO OLYMPIAN DRIVE HANSON NO. 14L0106



Engineering | Architecture | Planning | Allied Services

PREPARED ON: 8/15/2014

			PRIN	PR	OJ MGR	PF	ROJENG	E	NGINEER	JR	ENGINEER	SF	R TECH	TECH	CLER	
	TASK	\$	70.00	\$	64.44	\$	45.78	\$	33.63	\$	26.39	\$	35.73	\$ 27.92	\$ 26.10	TOTAL
1	Roadway Design	\$	-	\$	•	\$	2,747	\$	5,717	\$	-	\$	6,574	\$ 112	\$ 52	\$ 15,150
2	Drainage Design	\$	-	\$	-	S	2,335	\$	1,009	\$	1,953	\$	2,001	\$ -	\$ -	\$ 7,298
3	Pre-Final Plans	5	-	\$	-	\$	3,022	\$	4,977	\$	211	\$	4,931	\$ 335	\$ 157	\$ 13,476
4	Final Plans	\$	-	\$	644	\$	1,465	\$	673	\$	211	\$	1,429	\$ 223	\$ 52	\$ 4,646
5	Environmental Coordination	\$	-	S	644		1,282	\$	538		-	\$	1,000	\$ -	\$ 104	3,465
6	Project Management	\$	560	\$	773	\$	-	\$	269	\$	-	\$	143	\$ ~	\$ 522	\$ 1,745
7	Status meetings and coordination	\$	140	\$	-	\$	595	\$	572	\$	-	\$	-	\$ -	\$ 131	\$ 1,307
8										[
9	Clark Dietz (Survey & Plats)															
10	Whitsitt and Associates (Appraisal)															
11	Midwest Engineering Associates (Geotechnical)															
12	James H. Webster & Associates, Ltd. (Appraisal Review)															
13	Crop Damage Estimate															
14																
15																
	TOTAL	\$	700	\$	2,062	\$	11,446	\$	13,754	\$	2,375	\$	16,079	\$ 670	\$ 1,018	\$ 47,086

HANSON PROFESSIONAL SERVICES INC. COST ESTIMATE OF CONSULTANT SERVICES NORTH LINCOLN AVENUE SALINE COURT TO OLYMPIAN DRIVE HANSON NO. 14L0106



Engineering | Architecture | Planning | Allied Services

PREPARED ON: 8/15/2014 HANSON OVERHEAD FACTOR = 1.7301 COMPLEXITY FACTOR =

		TOTAL PR	SOL	ECT EST	IMA	TE OF CO	ST							
	TASK	HOURS	L	ABOR	ov	'ERHEAD	D	-HOUSE DIRECT COSTS	D	UTSIDE IRECT OSTS	FEE	٦	OTAL	%
1	Roadway Design	420	\$	15,150	\$	26,211	\$	-	\$	75	\$ 5,997	\$	47,434	21%
2	Drainage Design	211	\$	7,298	\$	12,625	\$	-	\$	15	\$ 2,889	\$	22,827	10%
3	Pre-Final Plans	378	\$	13,476	\$	23,315	\$	112	\$	600	\$ 5,351	\$	42,853	19%
4	Final Plans	120	\$	4,646	\$	8,038	\$	-	\$	600	\$ 1,839	\$	15,122	7%
5	Environmental Coordination	86	\$	3,465	\$	5,995	\$	-	\$	75	\$ 1,372	\$	10,906	5%
6	Project Management	52	\$	1,745	\$	3,019	\$	-	\$	38	\$ 691	\$	5,493	2%
7	Status meetings and coordination	37	\$	1,307	\$	2,261	\$	336	\$	38	\$ 566	\$	4,508	2%
8														
9	Clark Dietz (Survey & Plats)		\$	-	\$	-	\$	-	\$	45,725	\$ -	\$	45,725	21%
10	Whitsitt and Associates (Appraisal)		\$	-	\$	-	\$	-	\$	9,600	\$ -	\$	9,600	4%
11	Midwest Engineering Associates (Geotechnical)		\$	-	\$	-	\$	-	\$	9,970	\$ -	\$	9,970	4%
12	James H. Webster & Associates, Ltd. (Appraisal Review)		\$	-	\$	-	\$	-	\$	6,000	\$ -	\$	6,000	3%
13	Crop Damage Estimate		\$	-	\$	-	\$	-	\$	2,000	\$ -	\$	2,000	1%
14			\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	
15			\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	
	and and a second sec		1								 			
	TOTAL	1304	\$	47,086	\$	81,464	\$	448	\$	74,735	\$ 18,705	\$	222,438	100.00%



General Conditions

Hanson Agreement: C14L0106

Agreement Date: 8/18/14

Project Name: North Lincoln Avenue

1. Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of the Project. CLIENT shall compensate HANSON for any sales or value added taxes which apply to the services rendered under this agreement or any addendum thereto. CLIENT shall reimburse HANSON for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or setoffs by the CLIENT unless agreed to in writing by HANSON. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinguent amount will be paid by CLIENT to HANSON per HANSON's current fee schedules.

2. Termination: This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, HANSON will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

3. Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by HANSON pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project, or on any other project. Any reuse without specific written verification or adaptation by HANSON will be at CLIENT's sole risk, and without liability to HANSON, and CLIENT shall indemnify and hold harmless HANSON from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle HANSON to further compensation at rates to be agreed upon by CLIENT and HANSON.

4. Standard of Care: Services performed by HANSON under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party. Hanson is not acting as a municipal advisor to CLIENT as defined by the Securities and Exchange Commission.

5. General Liability Insurance and Limitation: HANSON is covered by general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with limits which HANSON considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. HANSON shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HANSON shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HANSON has no supervision or control.

6. Suspension of Services: If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, HANSON may suspend performance of services upon five (5) calendar days' notice to CLIENT. HANSON shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension.



7. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor HANSON, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and HANSON shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

8. Contingency Fund: The Client and Hanson acknowledge that changes may be required during construction because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Client agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The Client further agrees to make no claim by way of direct or third-party action against Hanson or sub-contractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

9. Additional Limitation: In recognition of the relative risks and benefits of the Project to both the CLIENT and HANSON, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder. Therefore, the CLIENT agrees to limit its remedies against HANSON arising from HANSON's professional acts, errors or omissions, in any action based on strict liability, breach of contract, negligence or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed \$50,000 or HANSON's total net fee for services

rendered on the Project, whichever is greater. This limitation pertains to HANSON and to its subcontractors and subconsultants, and applies as a single aggregate amount to all work performed under the Agreement, including all work performed under an amendment or modification. If CLIENT desires a limit greater than that provided above, CLIENT and HANSON shall include in this Agreement the amount of such limit and the additional compensation to be paid to HANSON for assumption of such additional risk. CLIENT must notify HANSON in writing, before HANSON commences any services, of CLIENT's intention to negotiate a greater limitation of remedies against Hanson and its associated impact on services, schedules, and compensation. Absent CLIENT's written notification to the contrary, HANSON will proceed on the basis that the total remedies against HANSON is limited as set forth above.

10. Personal Liability: It is intended by the parties to this Agreement that HANSON's services in connection with the Project shall not subject HANSON's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against HANSON, a Delaware corporation, and not against any of HANSON's individual employees, officers or directors.

11. 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 become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by HANSON as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

12. Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completions. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date HANSON's services are completed or terminated.



13. Dispute Resolution: In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and HANSON agree that all disputes between them arising out of or relating to this Agreement or this Project shall be submitted to nonbinding mediation.

14. Authority and Responsibility: HANSON shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, and shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

15. Right of Entry: CLIENT shall provide for HANSON's right to enter property owned by CLIENT and/or others in order for HANSON to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not the responsibility of HANSON.

16. *Utilities*: CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. CLIENT agrees to waive any claim against HANSON, and to defend, indemnify and hold harmless from any claim or liability for injury or loss arising from HANSON or other persons encountering utilities or other man-made objects that were not called to HANSON's attention or which were not properly located on plans furnished to HANSON. CLIENT further agrees to compensate HANSON for any time or expenses incurred by HANSON in defense of any such claim, in accordance with HANSON's prevailing fee schedule and expense reimbursement policy.

17. Job Site: Services performed by HANSON during construction will be limited to providing assistance in quality control and to deal with auestions by the CLIENT's representative conformance with drawings and concerning specifications. This activity is not to be interpreted as an inspection service, a construction supervision guaranteeing the Contractor's service. or performance. HANSON will not be responsible for construction means. methods. techniques. sequences or procedures, or for safety precautions and programs. HANSON will not be responsible for the Contractor's obligation to carry out the work in

accordance with the Contract Documents. HANSON will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

18. Opinions of Cost: Since HANSON has no control over the cost of labor, materials or equipment or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable Project cost or construction cost for this Project will be based solely upon its own experience with construction, but HANSON cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the CLIENT wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

19. Shop Drawing Review: CLIENT agrees that HANSON's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with HANSON's design intent and conformance with information given in the construction documents. HANSON shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities and coordination of the work with other trades. CLIENT warrants that the Contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to HANSON.

20. Confidentiality: Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party.

21. Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or HANSON. HANSON's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against HANSON because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and



HANSON agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

22. Severability: If any term or provision of this Agree- ment is held to be invalid or unenforceable under any applicable statue or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

23. Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

24. Entire Agreement: This Agreement is the entire Agreement between the CLIENT and HANSON. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and HANSON.

25. Modification to the Agreement: CLIENT or HANSON may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of HANSON's compensation, to which CLIENT and HANSON mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

26. Governing Law: This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

