

Proposal for Professional Services
MWRD Athletic Fields Improvements
Village of Hanover Park, Illinois
GHA Proposal No. 2016.SD099



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

www.gha-engineers.com

Village of Hanover Park (Client), 2041 Lake Street, Hanover Park, IL 60133, and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Project Understanding

The Client is seeking improvements to the existing athletic field complex, located at the northeast corner of Sycamore Avenue and Barrington Road in Hanover Park. The improvements will generally consist of the following:

- Southeast baseball: Rotate 180°, replace Infield, fencing, and dugouts
- Center West Little league: Rotate 90°, grade east side to 4:1 to match adjacent field, replace all Infield, fencing, and dugouts.
- Northeast high school sized field: Replace fencing and dugouts, add maintenance gates, straighten out bullpen at 1st base.
- Reorient parking bay near the baseball fields.
- Realign gravel road with west side of the site.
- Replace chain link fence around the Football Field
- Develop a Band Shell & plaza between parking and baseball fields.
- Add an entrance sign on Barrington Road at Laurel Avenue (planned future entrance).
- Provide bike path connectivity over the culvert at Hanover Highlands School.
- Replace entrance gate and fencing necessary to allow bicycle between school and park site.
- Review ADA accessibility throughout the site.

Site lighting is not included in our scope of services. Additionally, no improvements are proposed to the recently renovated baseball southeast of the Football field.

II. Scope of Services

GHA will not begin any phase of work without the expressed permission of the Client. Services are anticipated to include the following:

A. Topographic Survey

GHA will mobilize a two-person survey crew to verify and transfer the elevation from a NAVD 88 benchmark. All spot grades and contours will be referenced to Village Datum. Two (2) permanent benchmarks will be set for future reference.

1. The survey will show the location of the visible, physical improvements on the site (e.g. structures, fencing, site furniture, walks, curbing, etc.).

2. Finished floor elevations of all at-grade entrances will be included. Spot elevations at all building corners will be located and shown.
3. Location of existing utilities and existing structures in the proposed topographic survey areas (i.e. catch basin, fire hydrant, water valve). Establish sewer rim elevations, depths, inverts and size.
4. Location and elevation of sidewalks, parking garage exterior structure, grass areas, landscaping islands, curbs, pavements, ramps and entrances to the building in the proposed topographic survey areas.
5. Contours will be provided at 1'-0" intervals; error shall not exceed one-half the contour interval.
6. Spot elevations will be provided a maximum 50-foot grid covering the entire property. Paved areas will have a grid of approximately 30'. High points and low points will be shown. Overflow routes will also be shown. Paved elevations will be accurate to 0.01' and grass elevations will be shot to 0.10'.
7. The location of underground utilities, both observed and from record information, will be provided, including location and size of water mains, fire hydrants and valves. The survey will show depth, size, and direction of flow for all sanitary, storm drains, and culverts serving the property. The location of all manholes, catch basins and all pipe inverts that are accessible will be depicted. The cost for marking of private utilities is not included in this proposal, but GHA will include this information if the Client arranges to have private utilities marked in the field.
8. Landscape areas, bushes, and trees 4" in diameter at breast height (DBH) and larger will be located and identified as coniferous or deciduous.
9. Elevations will be located on a 25' grid and every 25' for curb and gutter, edge of pavement, and sidewalks.
10. The limits of the survey will include those areas to be improved, as depicted on the attached *Survey Limits* exhibit.
11. OPTION: If requested and authorized by the Client, GHA will prepare a topographic survey of the entire site, including those areas which are not anticipated to be disturbed under this project. Preparing the full-site topography at this time would provide a cost savings for future site improvement projects.

B. Schematic Design/Design Development

GHA will assist the Design Team in the preparation of schematic design documents for the proposed project. We propose to incorporate a landscape architect sub-consultant to prepare alternates, and aid in effective consensus building with the user groups. Upon authorization to proceed, GHA will provide the following services:

1. Assistance to the Client in refining the Site Plan. Two alternate site plans are included in this preliminary
2. GHA will meet with stakeholders (the Village, the Baseball organization, and the Football organization) once each time to review and discuss the alternates.
3. We will refine the design based on comments from the stakeholders, and prepare a Preliminary Engineer's Opinion of Probable Cost (EOPC) for the selected design.
4. GHA will meet with the Mayor and Village Manager one (1) time to present the selected design and Preliminary EOPC. We will revise the design one (1) time based on comments received.

5. At the Client's direction, GHA will attend one Village Board meeting to present the approved design and Preliminary EOPC. We will also provide a narrative demonstrating conformance of the plan with applicable regulatory requirements.

C. Final Engineering / Construction Documents

Upon authorization to proceed with this phase of the project, GHA will provide the following services:

1. Assistance to and coordination with the Client in developing a Final Site Plan;
2. Preparation of final engineering plans for the onsite improvements to include the following:
 - a. Title Sheet, including vicinity map;
 - b. Existing Conditions and Topographic Survey illustrating existing grades, utility locations, inverts, etc.;
 - c. Site Geometric Plan indicating pavement limits, drive curbs, building location, site dimensions, etc.;
 - d. Grading and Drainage Plan showing proposed grades, building elevations, site contours, storm sewers with inlet elevations, and overflow routes. This plan will also detail the detention system required by the MWRD's WMO Permit. ADA review of the site grading in the project area will
 - e. Utility Plan illustrating storm sewer improvements. No watermain or sanitary sewer improvements are anticipated. A conflict review will outline anticipated interaction between the design storm sewer and existing utilities. The location of public utilities, such as electric, gas, telephone, cable T.V., etc., will be shown on the civil drawings for informational purposes only. The design of such public utilities is beyond the scope of our services;
 - f. Bike Path connection plan. Prepare plans for gate relocation, culvert improvement and path connection between the Hanover Highlands Subdivision and Sycamore Ave to promote bicycle connectivity.
 - g. Construction Detail Drawings of site work items such as pavement, curbs, walks, manholes/inlets, handicap-parking signage, etc.;
 - h. Soil Erosion and Sediment Control (SE/SC) Plan with erosion control details, maintenance schedules, and construction sequence specific to protecting downstream waters, onsite ponds, and wetlands;
 - i. Landscape plans for Barrington Road frontage, along with sign and entrance feature, rain garden or bioswale planting plans, and detailed geometric plans for baseball 'hub', dugouts, band-shell, and Football team area.
 - j. Detailed plans and specifications for a new lighted sign across from Laurel Avenue along the Barrington Road Frontage.
 - k. MWRD WMO Exhibit sheets included in the plans as required for permitting;
3. GHA will prepare a final Stormwater Management Report that accommodates the stormwater requirements for the improvements shown on the Master Plan. This system will be designed under the current MWRD Watershed Management Ordinance (WMO) and the design standards of the Village of Hanover Park;
4. Progress plans and specifications will be provided for review by the Client and Owner at 50% and 95% completion;

5. At the conclusion of the design, GHA will prepare an Engineer's Opinion of Probable Cost (EOPC) of the stormwater management systems only for submission to the Village. Such an EOPC is a requirement of the WMO.
6. Consultation with the Client will be provided by phone, fax, email, and hard copy documentation. A total of two meetings with the City Staff are included in this phase.

D. Permitting

Upon completing the final engineering plans, GHA will prepare and submit construction permits to the following governmental agencies. Our scope of services includes one (1) set of revisions to each permit application in response to agency comments.

1. Village of Hanover Park
2. Metropolitan Water Reclamation District Watershed Management Ordinance (WMO);
3. GHA will prepare the Stormwater Pollution Prevention Plan (SWPPP) document in accordance with the requirements of the NPDES ILR10 permit. This SWPPP will be used during construction by the field staff conducting weekly NPDES monitoring. We will coordinate with the IEPA for NPDES Permit authorization.

E. Bidding / Negotiation

Upon authorization to proceed with this phase of the project, GHA will provide the following services as needed:

1. Assist the Client in encouraging qualified contractors to bid the project.
2. Provide addenda and clarification related to civil site improvements as needed.
3. Review bid results related to civil site improvements and comment as required.
4. GHA will attend one (1) Village Board meeting to present the bids and provide our recommendation for award.

F. Construction Layout

Upon authorization to proceed, GHA will provide construction layout for the improvements. This proposal is for staking the improvements one (1) time only. We will visit the site a minimum of four (4) hours per visit. We will coordinate with the General Contractor for the layout schedule. Our cost assumes a total of 24 man-hours in the field.

1. Control: GHA will confirm the existing horizontal and vertical site control network that was established at the time of our survey. The horizontal and vertical control will be offset to areas that will not be disturbed. Control will be maintained throughout the duration of the project
2. Rough Grading – Parking Lot and Drives: GHA will provide one (1) set of lath at the back of curb of all true parking lot corners, PCs, PTs, PVCs, PVTs, and at pavement summits and inlets. Lath will be marked with cut or fill to finish grade.
3. Silt Fence: We will provide one set of lath set along the silt fence, construction fence, and tree protection fence. Lath will be set at the beginning, end, all severe angle points, and no greater than 100-foot intervals.
4. Underground Utilities: GHA will provide one (1) set of lath at the true centerline of all proposed storm sewer inlets, catch basins, manholes and cleanouts. Two (2) offset stakes (typically 15' and 25') will be set opposite the true structures, one (1) of which will be marked with a cut/fill to

the proposed elevations. Stakes will be marked with structure identification, offset distance, and cut/fill to proposed rim grade and invert grades.

5. Fine Grading – Pavement/Curb/Sidewalk: GHA will provide stakes on a 3-foot offset with a cut/fill to final grade. Curb points will be set at a maximum of 50-foot intervals on straight lines and at grade breaks, and at a maximum of 25-foot intervals on curved lines. If a curved curb radius is less than 5', we will set the radius point only. For curves with a radius between 6' and 25', we will set the radius point with a minimum of two (2) points on the curve. For curves with a radius greater than 25', we will set the beginning and end of curve and grade breaks on curve at maximum interval of 25'. No radius point will be set on curves with a radius greater than 50'. Stakes will be marked with offset distance and cut/fill to proposed top of curb elevation.

G. Construction Observation

GHA is prepared to provide construction phase services as noted below. For budgeting purposes, we anticipate approximately 12 weeks of active site construction. During construction, GHA will provide the following services:

1. Review of shop drawings pertaining to civil site improvements.
2. Provide part-time (24 hours per week) observation during the 8 weeks of active construction. We will prepare a written report regarding construction materials, methods, and practices at key points during the construction process.
3. Provide field orders, change orders, and clarification related to the civil site improvements as needed during construction. Our fee assumes a total of 40 hours of project management over the course of construction.
4. Attendance at up to four (4) construction phase meetings.

H. NPDES Compliance Monitoring

1. GHA will perform soil erosion and sediment control (SE/SC) compliance site observations once every seven (7) calendar days and following a 0.5" or greater total rainfall event in accordance with the Illinois Environmental Protection Agency's National Pollutant Discharge Elimination System (NPDES) General Permit No. ILR10 requirements. Site observation will continue for the duration of site construction during both active and non-active phases of construction. Please note that the compliance observations are required to continue until the site is permanently stabilized. To the extent possible, we will conduct our NPDES compliance observations concurrent with our regularly scheduled site visits.
 - a. We will visually observe and photograph the SE/SC measures, prepare site observation reports, coordinate with the construction site operator, and copy the Client, Owner, and contractor on the reports.
 - b. Provide recommendations as necessary and discuss maintenance issues of the SE/SC measures with the Client, Owner, and on-site construction manager.
 - c. Maintain and update the on-site Stormwater Pollution Prevention Plan (SWPPP) document throughout construction.
 - d. Prepare and submit any Incidence of Non-Compliance and Notice of Termination forms to the IEPA.
2. Punch walk, report, and follow up to confirm improvements were installed in general conformance with the contract plans and specifications.

3. Additional site visits, if requested, will be provided at the hourly rates identified in *Section V: Compensation for Services* of this proposal.

III. Services Not Included

1. Boundary or ALTA/NSPS Land Title Survey, easement documents, obtaining the title commitment or legal description, or other surveying services;
2. Engineering services required by revisions to the approved site plan;
3. Preparation of multiple bid set plans or phased plans;
4. Environmental testing or environmental engineering services;
5. Traffic / parking services;
6. Site lighting or site electrical plans;
7. Irrigation plans;
8. Preparation of a Landscape Plan;
9. Meetings with public officials, agencies, or consultants, beyond those included in the scope of services;
10. Attendance at or preparation for public hearings beyond those included in the scope of services;
11. Permit fees or review fees;
12. Construction material testing;
13. Design of off-site roadway improvements and/or off-site utilities;
14. Design of new site access on Barrington Road;
15. Retaining wall, structural tank, or other design requiring the services of a structural engineer;
16. Gas, electric, telephone, or other public utility service design other than as outlined in *Section II: Scope of Services*; and
17. Preparation and submission of an environmental and/or wetland investigation, wetland mitigation and/or preservation, or tree identification (by an arborist).

IV. Project Timeline and Personnel

GHA is prepared to commence work immediately upon receipt of written authorization. We will make every reasonable effort to ensure that project milestones and deadlines are met, as identified by the Client. We anticipate roughly six weeks from authorization to complete the topographic survey and prepare the first two alternate site plans.

Mr. Thomas A. Rychlik, P.E., LEED AP will be the Project Manager and the primary contact for the duration of the project. Additional professional and technical staff will provide support as needed.

V. Compensation for Services

Based upon the scope of services noted above, GHA proposes a lump sum fee as outlined below:

Task	Fee
Topographic Survey	\$10,700
Design Development	\$11,400
Final Engineering	\$34,300
Permitting	\$11,900
Bidding / Negotiation	\$3,600
Construction Phase Services ¹	\$48,700
Lump Sum Fee	\$120,600
Estimated Reimbursable Expenses	\$2,300
Lump Sum + Reimbursables	\$122,900
Extend Topography to remainder of Site	\$5,400

Reimbursable expenses, including items such as photos, postage, mileage, messenger services, printing, etc., will be billed to the Client without markup.

For any additional services beyond those outlined in *Section II: Scope of Services*, the Client shall pay GHA in accordance with the following hourly rates:

GHA 2016 Hourly Billing Rates

Principal Engineer	\$196/hr
Senior Engineer	\$166/hr
Senior Environmental Consultant	\$166/hr
Professional Engineer	\$138/hr
Registered Land Surveyor	\$120/hr
GIS Professional	\$120/hr
Staff Engineer	\$116/hr
Senior Engineering Technician	\$114/hr
Environmental Consultant	\$112/hr
Engineering Technician II	\$98/hr
Engineering Technician I	\$72/hr
Clerical	\$60/hr

Invoices will be submitted on a monthly basis, and will detail services performed. This permits the Client to review the status of the work in progress and the charges incurred.

¹ Includes 8 weeks of part-time observation (24hrs/wk) and 40 hours of project management, plus layout, NPDES, and As Built

VI. General Conditions of this Agreement

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA'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 GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

GHA shall not have control of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for job site safety measures. Such control is the sole responsibility of the Client's contractor.

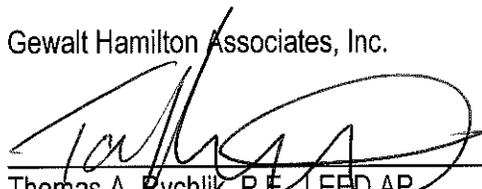
The Client, and not GHA, is responsible for ensuring that the contractor implements the Storm Water Pollution Prevention Plan (SWPPP), including maintenance and/or repair of soil erosion and sediment control measures for compliance with the General NPDES Permit for Storm Water Discharges from Construction Site Activities. GHA assumes no liability for any actions by the Illinois Environmental Protection Agency (IEPA) resulting from the contractor's failure to comply with SWPPP or the requirements of the General Permit.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and Attachment A, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

By signing below you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.



Thomas A. Rychlik, P.E., LEED AP
Associate/Senior Engineer

Village of Hanover Park



Juliana Maller
Village Manager

Date: 10/14/14

Encl.: Attachment A
Survey Limits

**ATTACHMENT A TO GEWALT HAMILTON ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT**

1. Standard of Care. The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonably performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time when and the place where the services are provided.

2. Duration of Proposal. The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of the date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. The fees and terms of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall be subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement as provided for herein.

3. Client Information. Client shall provide GHA will all project criteria and full information for its Scope of Basic Services. GHA may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultants, contractors and subcontractors, without independently verifying that information.

4. Payment. Payments are due within 30 calendar days after a statement is rendered. Statements not paid within 60 calendar days of the end of the calendar month when the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. The provision for the payment of interest shall not be construed as authorization to pay late. Failure of the Client to make payments when due shall, in GHA's sole discretion, be cause for suspension of services without breach or termination of this agreement. Upon notification by GHA of suspension of services, Client shall pay in full all outstanding invoices within 7 calendar days. Client's failure to make such payment to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled to reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitations, attorney's fees and costs. GHA shall have no liability for any claims or damages arising from either suspension or termination of this Agreement due to Client's breach. The Client's obligation to pay for GHA's services is in no way dependent upon the Client's ability to obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client's completion of the project.

5. Instruments of Service. The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and all documents or electronic data, are instruments of service. GHA shall retain ownership rights over all original documents and instruments of service. All instruments of service provided by GHA shall be reviewed by Client within 10 calendar days of receipt. Any deficiencies, errors, or omissions the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Services. Failure to provide such notice shall constitute a waiver. The Client shall not reuse or make, or permit to be made any modifications to the instruments of service without the prior written authorization of GHA. The Client waives all claims against GHA arising from any reuse or modification of the instruments of service not authorized by GHA. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any liability, damage, or cost, including attorneys' fees, arising from the unauthorized reuse or modification of the instruments of service by any person or entity. The parties agree that if elements of the Scope of Basic Services identified in this Agreement are reduced and/or eliminated by Client, then Client waives, releases and holds GHA harmless from all claims and damages arising from those reduced and/or eliminated services. If GHA's Scope of Basic Services does not include construction administration phase services, Client assumes responsibility for interpretation of the instruments of service and construction observation, and waives all claims against GHA for any act, omission or event connected thereto.—Unless included in GHA's Scope of Basic Services, GHA shall not be liable for coordination with of the services of Client's other design professionals.

6. Electronic Files. The Client acknowledges that differences may exist between the electronic files delivered and the printed instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and the electronic files, the signed / sealed instruments of service shall control. GHA's electronic files shall be prepared in the current software GHA uses and will follow GHA's standard formatting unless the Scope of Basic Services requires otherwise. Client accepts that GHA makes no warranty that its software will be compatible with other systems or software.

7. Applicable Codes. The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possibly contradictory, interpretations. Client accepts that GHA does not warrant or guarantee that the Client's project will comply with interpretations of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for added project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulations applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completion of GHA's instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to comply with such interpretations. Client shall also compensate GHA for additional fees required to revise the instruments of service if Client changes the project scope after GHA's completes its instruments of service.

8. Utilities and Soils. When the instruments of service include information pertaining to the location of underground utility facilities or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained from visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or nature of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnished by third parties. Contractor is solely responsible for exact utility locations. Client agrees GHA is not liable for damages resulting from utility conflicts, concealed or unforeseen conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If not included in the Scope of Basic Services, such work will be compensated as additional services.

9. Opinion of Probable Construction Costs. GHA's Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on

the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecting construction costs,

10. Contractor's Work. Client agrees that GHA does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA is not responsible for the supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work, or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor is solely responsible for jobsite and worker safety, and warrants that this intent shall be included in the Client's agreement with all prime contractors. The Client agrees that GHA and GHA's personnel and consultants (if any) shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in the performance of their work, and shall also be named as an additional insured on the Contractor's and subcontractors' general liability insurance policy. Client warrants that this intent shall be included in the Client's agreement with all prime contractors. If the responsible prime contractor's agreement fails to comply with the Client's intent, then the Client agrees to assume the duty to defend and indemnify GHA for claims arising out of the Contractor's or subcontractors' negligence, errors or omissions in the performance of their work.

11. Contractor Submittals. Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GHA's consideration of a component does not constitute acceptance of an assembled item.

12. Hazardous Materials. Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contaminants or pollutants.

13. Record Drawings. If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.

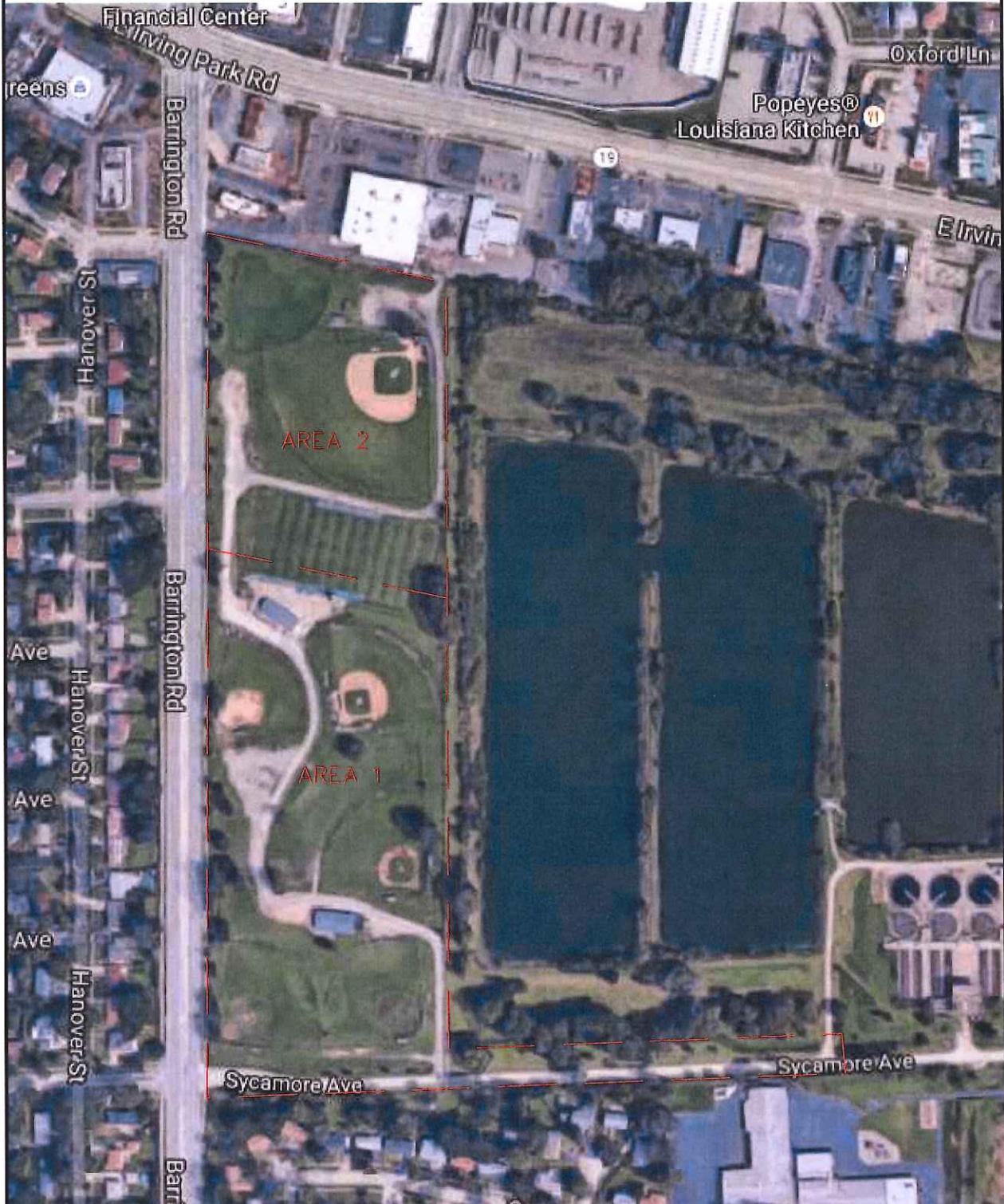
14. Disputes. Client agrees to limit GHA's total aggregate liability to the Client for GHA's alleged acts, errors or omissions to \$50,000 or the amount of GHA's paid fees for its services on the project, whichever is greater. GHA makes no guarantees or warranties, either expressed or implied, including any warranty of habitability or fitness for a particular purpose. The parties agree to waive all claims against the other for any and all consequential damages, including attorneys' fees. The parties agree to waive against each other all rights and claims otherwise covered by property insurance, by builder's risk insurance or by all risk insurance, including but not limited to subrogation rights regardless of whether the claims arise during or post-construction and regardless of final payment to GHA.

All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute shall be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GHA mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessful, litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was pending. The controlling law shall be the law of the jurisdiction where the project was located. Client agrees that all causes of action under this Agreement shall be deemed to have accrued and all statutory limitations periods shall commence no later than the date of GHA's services being substantially completed. Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GHA's owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

15. Miscellaneous. Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.

LEGEND

—— TOPOGRAPHY LIMITS



GHA GEWALT HAMILTON
ASSOCIATES, INC.
625 Forest Edge Drive ■ Vernon Hills, IL 60061
Tel.: 847.478.9700 ■ Fax.: 847.478.9701

TOPOGRAPHY LIMITS EXHIBIT
GEORGE GOERGEN MEMORIAL FIELDS
1900 SCYAMORE AVENUE
VILLAGE OF HANOVER PARK, ILLINOIS

FILE 2016.SD099 Hanover Park Site.dwg	
DRAWN BY: CSB	GHA PROJECT #
DATE 09/18/16	
CHECKED BY: TAR	SCALE N.T.S.