


Municipality	L O C A L A G E N C Y	 Illinois Department of Transportation	C O N S U L T A N T	Name Christopher B. Burke Engineering
Township				Address 9575 West Higgins Road, Sute 600
County Lake County – Division of Transportation		City Rosemont, 60188		
Section 17-00999-47-EG		State Illinois		

Preliminary Engineering Services Agreement For Non-Motor Fuel Tax Funds

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Non-Motor Fuel Tax Funds, allotted to the LA ~~by the State of Illinois~~, under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely ~~or in part~~ to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Wadsworth Road at Dilleys Road and Wadsworth Road at Kilbourne Road

Route CH 17 Length 3.05 Mi. 16100.00 FT (Structure No. N/A)

Termini At Dilleys Road (CH 15) and Kilbourne Road (CH 37)

Description:
Phase II Engineering for improvements to these intersections and adjacent sections of Wadsworth Road.

Agreement Provisions

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. 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. 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, **Lake County Stormwater Management Commission 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 **one (1) copy of each document in both hardcopy and electronic format**. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at the ENGINEER's actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in **duplicate** 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.
 - 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. Prepare the Project Development Report when required by the DEPARTMENT.
 - l. **Services as included and/or defined in the attached Scope of Services.**
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 LA** ~~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 the ENGINEER will perform such work without expense to the LA, even though final payment has been received by the ENGINEER. The ENGINEER 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 the ENGINEER and will show the ENGINEER's professional seal where such is required by law.

The LA Agrees,

1. To ~~pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT according to the following method 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~~

Awarded Cost	Percentage Fees	
Under \$50,000	_____	(see note)
	_____	%
	_____	%
	_____	%

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

2. To pay for all services rendered in accordance with this AGREEMENT at the 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 the ENGINEER's actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided in section 1 of the ENGINEER AGREES. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus an additional service charge of up to five (5) percent.

"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. ***See the CECS**

The Total Not-to-Exceed Contract Amount shall be \$357756.52

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 section 1 of 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 sections 1 and 3 of the ENGINEER AGREES and prior to the completion of such services, the LA shall reimburse the ENGINEER for the ENGINEER's actual costs plus percent incurred up to the time the ENGINEER 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 the ENGINEER's responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. 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 the ENGINEER's 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 the ENGINEER 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 the ENGINEER's 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.

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

Executed by the LA:

County of Lake of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

County Board

Lake County Clerk

By _____

(Seal)

Title Chairman of the County Board

RECOMMENDED FOR EXECUTION

Shane E. Schneider, P.E.
Director of Transportation/County Engineer
Lake County

Executed by the ENGINEER:

Engineering Firm

ATTEST:

Street Address

By _____

City, State

By _____

Title _____

Title _____

Note: Three (3) Original Executed Contracts – (2) LCDOT; (1) Consultant

SCOPE OF SERVICES

Wadsworth Road at Dilleys Road
and
Wadsworth Road at Kilbourne Road

Section No. 13-00999-47-EG
Lake County, Illinois

October 27, 2017

PHASE II – DESIGN ENGINEERING SERVICES

Christopher B. Burke Engineering, Ltd. (CBBEL) will perform Phase II Engineering Services for two separate sets of construction documents, one for the improvement of the intersection of Wadsworth Road at Dilleys Road, and one for the intersection of Wadsworth Road at Kilbourne Road, both in Lake County. The intersection of Wadsworth Road at Dilleys Road will be converted to a modern roundabout with bicycle and pedestrian accommodations adjacent to the roundabout. The intersection of Wadsworth Road at Kilbourne Road will be improved to include an exclusive southbound right-turn lane, an exclusive southbound left-turn lane on Kilbourne Road, and sidewalk on the south side of Wadsworth Road between Cashmore Road and Kilbourne Road.

A construction letting is anticipated in February 2019 for the Wadsworth Road at Dilleys Road intersection improvement project. The Wadsworth Road at Kilbourne Road intersection improvement project is currently programmed for 2021. CBBEL will provide services for all permitting required for these improvements. A detailed scope of services is provided below.

Task 1 – Pick-Up Survey

CBBEL will supplement the Phase I topographic survey with additional pick-up topographic survey. The anticipated pick-up survey is from the existing right-of-way to the proposed right-of-way or easement.

Task 2 – Geotechnical Investigation and Analysis

CBBEL will review the Geotechnical Report performed by Testing Service Corporation (TSC) in Phase I and incorporate design recommendations into the proposed plans. All appropriate soil remediation recommendations in the Geotechnical Report will be designed and included in the contract documents.

Based on the PESA completed with the Phase I study, there are no Potentially Impacted Properties with Recognized Environmental Concerns associated with these two projects. Therefore, TSC will complete pH testing associated with the geotechnical work being completed under the Phase I contract and complete the LPC-662 form for County signature. TSC will also coordinate the approval of three Clean Construction and Demolition Debris (CCDD) sites to take CCDD from each project.

This environmental testing and CCDD coordination will be completed as outlined in TSC's attached proposal.

Task 3 – Drainage Studies

CBBEL will review data to be collected in Task 1 (Pick-Up Survey) and Task 2 (Geotechnical Investigation and Analysis).

The drainage work will include:

- Review work previously completed by CBBEL in Phase I including a field review.
- Verify floodplain fill and design the compensatory storage area at the southeast quadrant of the Dilleys Road intersection.
- Update hydrologic and hydraulic modeling including cross culvert design and final compensatory area grading.
- Design storm sewers and inlet spacing.
- Verify capacity of proposed ditch conveyance system carrying offsite flow and check cross sections.

All drainage items to be included in the plan preparation such as existing drainage removals, temporary drainage, proposed storm sewers, ditches, structures, and details are included within the plan preparation task. It is assumed that no detention design will be required, as the Phase I proposed added impervious area for each separate intersection is below the County Ordinance threshold for detention.

Task 4 – Coordination

Coordination with the Village of Wadsworth, the Village of Old Mill Creek, Newport Township, and the Lake County Forest Preserve District will be required throughout the project to coordinate this project with other possible projects and developments. Design elements that will impact the local agencies will be sent at appropriate design stages for coordination. We anticipate that three coordination meetings will be required for local agency maintained design elements. We also anticipate one coordination meeting with the Sheriff's Department and fire protection district to coordinate design elements that impact their operations as well as the proposed detour.

One meeting with Milburn Elementary School District 24 and one meeting with Warren High School District 121 are anticipated to coordinate the projects including potential impacts to school bus routes during the proposed detour.

It is understood that the County will be including resurfacing plans for Dilleys Road north of the roundabout. Coordination will be required with Newport Township for these plans to be prepared by CBBEL and included in the project.

CBBEL will coordinate with IDOT BLRS for the installation of a wireless signal interconnect system at the intersection of Wadsworth Road at US Route 41. We anticipate one meeting at IDOT is anticipated to coordinate this work.

Coordination will occur to satisfy Lake County Stormwater Management Commission (LCSMC) and the COE requirements for water quality. We anticipate that four coordination meetings will be required for stormwater and wetland (two per LCSMC and COE).

CBBEL will meet with representatives from LCDOT to review the proposed scope of services and to determine specific design criteria required by LCDOT for the proposed project. In

addition, the consultant will review with LCDOT comments and project letting requirements.

The consultant will meet with LCDOT to advise as to the status of the project and concerns regarding specific design elements. The meetings will also serve to clarify specific design requirements that LCDOT and other local agencies may want incorporated into the plans.

CBBEL will prepare for and attend a pre-construction Public Meeting for the Wadsworth Road at Dilleys Road intersection. This meeting will be to describe the project to the public and to present the anticipated construction staging, maintenance of traffic, detours, and project schedule. MSA will also attend this meeting to provide information about roundabouts and discuss the specific design of the Wadsworth Road at Dilleys Road roundabout.

Task 5 – Landscaping

CBBEL will prepare options for the landscape development of the roundabout. CBBEL will develop a preliminary roundabout landscaping plan and provide a planning level cost estimate to be presented to LCDOT for approval. The residential property owner at the northwest quadrant will need further coordination, and visual buffer landscaping will need to be considered.

At the Kilbourne Road improvement, the south side of the road, CBBEL will provide plans to replace some impacted landscaping. Also, there are a few trees to be removed on LCFPD property. Approval of the preliminary landscaping plan by LCDOT will be the basis for developing final landscaping plans.

Task 6 – Traffic Maintenance Analysis

CBBEL will develop a preliminary maintenance of traffic staging concept that minimizes disruption to the traveling public while maintaining a satisfactory work zone for the contractor. Once the preliminary maintenance of traffic staging plan has been agreed to by LCDOT, it will serve as the basis for the development of detailed Maintenance of Traffic plans.

A short-term detour is anticipated for the roundabout which will be coordinated with IDOT, the Village of Old Mill Creek, the Village of Wadsworth, Newport Township, emergency responders, and school districts under Task 4 – Coordination.

Attendance at one IDOT detour meeting is included in this task.

Task 7 – Lighting Study

CBBEL will perform roundabout lighting design at Wadsworth Road and Dilleys Road in Lake County. The design will be in accordance with current County, IDOT, and IESNA DG-19-08 “Illuminating Engineering Society of North America- Design Guide for Roundabout Lighting”.

Concept Report: CBBEL will review the existing Roundabout Lighting Technical Memorandum prepared by GHD, Inc. dated April 4, 2016 along with the County’s comments, and make revisions as required.

Based on the information collected, lighting photometric calculations will be revised for the proposed lighting. The calculations will determine the proposed lighting levels for the

roundabout and associated approach lighting. The photometric calculations will be performed using the latest version of AGI32 photometric software.

We understand these photometric calculations for the roundabout include pedestrian crossing calculations.

Based on the photometric calculations, a proposed light pole layout exhibit will be created. A concept lighting report will be created including a project description, target lighting levels with justification, photometric calculations, and cut sheets of the proposed lighting equipment. The concept report and exhibit drawings will be submitted to the County for review.

Upon approval of the photometrics from the reviewing agencies, proposed roadway lighting plans/detail sheets and specifications will be prepared. The plan sheets will include the locations of the lighting units along with electric cables/raceways, controllers and hand holes. Detail drawings will include light pole and luminaire, concrete foundation, lighting controller(s) cabinet/ component schedule/ wiring diagram, pole handhole wiring diagram, one line circuit diagram, handhole and conduit installation details. Detailed specifications will be prepared along with the appropriate LCDOT/IDOT standards. Voltage drop calculations and opinion of probable construction cost and summary of quantities will also be performed and submitted under this task. The detailed prefinal design will be submitted to the County for review. We will also coordinate and meet with the electric utility to determine location for new electric service to the proposed lighting controller(s) under this task. CBBEL will respond to review comments from the County, and revise the plans, specifications and quantities accordingly.

Task 8 – Preliminary Plans and Cost Estimate (60%)

Based on the approved Phase I Preliminary Geometric Plans, CBBEL will prepare preliminary plans and an estimate of construction cost. The plans and specifications will be in English units and will be prepared according to the requirements of the LCDOT Plan Preparation Guidelines.

The following drawings will be provided for preliminary review:

Wadsworth at <u>Dilleys</u> 1 Sheet	Wadsworth at <u>Kilbourne</u> 1 Sheet	Cover Sheet <ul style="list-style-type: none">▪ LCDOT format▪ Index of sheets▪ List of applicable LCDOT and State Highway Standards▪ Project location map
2 Sheets	2 Sheets	General Notes <ul style="list-style-type: none">▪ LCDOT base notes▪ Notes needed to clarify project's intent▪ Commitments▪ Utility Company and Village points of contact
3 Sheets	3 Sheets	Summary of Quantities
2 Sheets	2 Sheets	Typical Sections

		<ul style="list-style-type: none"> ▪ Covers main line and cross roads ▪ Extend from ROW to ROW line
20 Sheets	16 Sheets	<p>Schedules of Quantities (Submitted during Pre-Final)</p> <ul style="list-style-type: none"> ▪ Schedules for all pay items will be included except lump sum and contingency items ▪ Schedules for traffic signal plans will follow standard LCDOT sheet layout
2 Sheets	2 Sheets	<p>Alignment, Ties and Benchmarks</p> <ul style="list-style-type: none"> ▪ Provides centerline alignment, horizontal and vertical control for the project ▪ Provides ties for the centerline alignment and control points.
25 Sheets	12 Sheets	<p>Maintenance of Traffic (1"=20' plan sheets) 2 stages</p> <ul style="list-style-type: none"> ▪ General Notes ▪ Will show the traffic control and staging of the work that minimizes the disturbance to existing traffic patterns ▪ Temporary drainage ▪ Cross-sections at critical area will be provided to determine limits of construction and staging constructability ▪ LCDOT TCP sheet with notes, speed limit, RWA locations, etc. ▪ Detour sheets
7 Sheets	4 Sheets	<p>Existing Conditions and Removal Plans (1"=20' plan sheets)</p> <ul style="list-style-type: none"> ▪ Will show property lines, PIN, property owners, commercial and private entrances
7 Sheets	4 Sheets	<p>Roadway Plan and Profile Sheets (1"=20' horizontal, 1"=5' vertical)</p> <ul style="list-style-type: none"> ▪ Existing and proposed plan view top, profile view bottom. ▪ Horizontal and vertical alignments ▪ Existing edges of pavement, medians, C&G, shoulders, driveways, lighting, signing, signals, guardrails, structures, etc. ▪ All existing storm sewers, cross road culverts, manholes, catch basins, inlets, headwalls, ditches, pump stations, etc. ▪ Station, offset, and elevation callouts to proposed elements. ▪ All known utilities plotted as accurately as possible including horizontal and vertical locations ▪ Identification, sizes and appurtenances on existing topography, proposed geometry, existing drainage, proposed drainage ▪ Edges of pavement, C&G, medians, driveways, sidewalks, retaining walls, structure locations, and identifications, etc.
3 Sheets	0 Sheets	Resurfacing Plans (north leg of Dilleys Road) (1"=20')
3 Sheets	2 Sheets	Pavement Marking, Signing, and Landscaping Plans (1"=50')
2 Sheets	0 Sheets	Roundabout Landscaping Plans (1"=20' plan sheets)
8 Sheets	6 Sheets	Erosion and Sediment Control Plans and Details (1"=50') 2 stages

		<ul style="list-style-type: none"> ▪ Will show erosion and sediment control for the main construction stages ▪ LCDOT ECP sheet with disturbed area, drainage basin map, notes, quantities, etc.
1 Sheet	1 Sheet	<p>Intersection Details (1"=10' plan sheets)</p> <ul style="list-style-type: none"> ▪ Provide detailed horizontal and vertical control for the intersection of Wadsworth Road and Dilleys Road.
2 Sheets	1 Sheet	<p>Sidewalk Curb Ramp Details (1"=5' plan sheets)</p> <ul style="list-style-type: none"> ▪ Provide detailed horizontal and vertical for the curb ramp details.
5 Sheets	0 Sheet	<p>Wireless Interconnect Sheets</p> <ul style="list-style-type: none"> ▪ Wadsworth Road at Hunt Club Road ▪ Wadsworth Road at Dilleys Road ▪ Wadsworth Road at US 41
3 Sheets	0 Sheets	<p>Roundabout Lighting Plans (1"=50' plan sheets)</p> <ul style="list-style-type: none"> ▪ Unit duct and cable plan. ▪ Details. ▪ Schedule of quantities.
1 Sheets	0 Sheets	<p>Compensatory Storage Grading Plans</p> <ul style="list-style-type: none"> ▪ Existing and proposed contours
5 Sheets	3 Sheets	Construction Details (project specific)
14 Sheets	7 Sheets	<p>Cross-Sections</p> <ul style="list-style-type: none"> ▪ At a scale of 1" = 5'-0" horizontal and vertical ▪ At 50' intervals on even stations ▪ At all entrances to verify easement need and constructability (satisfactory grades) ▪ At all existing and proposed drainage structures ▪ All known utilities plotted and proposed ditching sufficiently complete to allow identification of utility conflicts ▪ Existing topography within the within the construction limits including trees, bushes, landscape areas and other vegetation boundaries; wetland, water and flood plain boundaries; above and below ground utilities; point and longitudinal items e.g. signs; fences; pillars etc., and any other appurtenances. Point items shall be shown on the nearest cross section.
6 Sheets	6 Sheets	IDOT D1 Standards
18 Sheets	18 Sheets	LCDOT Standards
<u>20 Sheets</u>	<u>20 Sheets</u>	IDOT Standards
160	110	Total Estimated Sheets

An estimate of construction cost will be submitted along with the preliminary plans to LCDOT for review. The cost estimate will have costs broken out for items that will have cost sharing with the local municipalities.

Task 9 – Wetland Permitting

Permit Application Preparation and Submittals – The required exhibits, specifications, data and project information will be compiled and assembled in a permit application package to LCSMC and the U.S. Army Corps of Engineers (COE). Runoff reduction goal requirements of LCSMC and the COE will also be address in this submittal. We will coordinate development of documents with the project team. This task may require meetings with LCSMC, COE, IEPA, USFWS, IDNR and other agencies to coordinate permitting activities.

Agency Coordination – During the permit review process, follow-up meetings with the project team and regulatory agencies may be necessary to finalize the required information, submittals and documentation.

Task 10 – LCSMC Stormwater Calculations and Permit

A Watershed Development Permit (WDP) will be required from the LCSMC for both intersection projects. CBBEL will review and compile as necessary the stormwater management calculations associated with the existing conditions Base Flood Elevation (BFE) Determination, compensatory storage, stormwater conveyance, water quality requirements, and culvert sizing. Detention storage is not anticipated to be needed based on the added impervious areas at each intersection, which fall below the requirement threshold. CBBEL will schedule a pre-application meeting with LCSMC prior to permit submittals. Time for the meeting is covered under Task 4 – Coordination.

Permit submittal support documentation included in this task includes:

- Review and coordinate detention and runoff volume reduction requirements.
- Prepare wetland hydrology analysis for isolated wetlands of Lake County (IWLC).
- Incorporate Best Management Practices with the project to satisfy water quality requirements for both the WDP and the COE wetland permit.
- Complete LCSMC application forms and compile supporting documentation.

Task 11 – Utility Coordination

As a sub-consultant to CBBEL, So-Deep, Incorporated will perform a Subsurface Utility Exploration (SUE) for the Wadsworth Road at Dilleys Road intersection. CBBEL will provide So-Deep, Inc. with CADD files, survey control, and all Phase I utility coordination including the JULIE Design Stage Request. So-Deep, Inc. will perform the SUE and develop a SUE CADD base file. CBBEL will then incorporate that CADD file into the contract documents.

Once the utilities have verified the location of their facilities, CBBEL will identify potential conflicts, and will set up meetings to discuss necessary utility relocations or plan adjustments. The scheduling of the necessary utility relocation work will also be reviewed in the coordination meetings. We anticipate three project utility meetings will be required.

Proposed utility relocations determined through coordination will be shown in plan view, profile

view, and on cross sections. CBBEL will coordinate the design with utility companies and provide CADD files to utility companies when requested. CBBEL will assist LCDOT with review utility relocation plan permit submissions.

Task 12 – Pre-Final Plans and Cost Estimate (90%)

Based on comments provided by LCDOT, the permitting agencies, and coordination with utility companies, CBBEL will submit pre-final plans and specification for review. CBBEL will write a separate disposition of comments to address each reviewing agency's preliminary comments. The cost estimate will breakout costs for local participation.

Task 13 – Final Plans, Specifications and Cost Estimate (100%)

CBBEL will finalize the contract documents based on the pre-final review and current standards and pay items. The requested number of copies of plans and specifications will be submitted to LCDOT. A final estimate of construction cost and estimate of required working days will also be submitted.

Task 14 – Land Acquisition Services

CBBEL will retain Santacruz Associates to perform land acquisition services for the project. These services will include appraisals and negotiation services for the project. The timing of this work will be discussed at the Local Agency Kickoff Meeting.

Testimony in court by the appraiser, and negotiator as witness on behalf of LCDOT, if applicable, during eminent domain trials is not included in this proposal.

It is anticipated that some changes to the plans will come out of the land acquisition negotiation process. CBBEL will provide support during the land acquisition process including revisions to the construction documents and meetings with property owner as needed.

Based on the Phase I study, six parcels will be affected at the Wadsworth Road at Dilleys Road intersection and four parcels will be affected at the Wadsworth Road at Kilbourne Road intersection.

Task 15 – Phase III Support

CBBEL will aid LCDOT during the bid process. CBBEL will address questions from bidders and, if necessary, will compile an addendum to be issued to bidders. In addition, CBBEL will provide shop drawing review for LCDOT during construction and will clarify design intent to the RE if questions arise.

CBBEL will prepare exhibits for and attend the Phase III Kickoff Public Meeting as discussed under Task 4 - Coordination.

Once the project reaches substantial completion, CBBEL will set 5/8 x 24-inch iron rods (with survey caps) at all the corners of the right-of-way takes and permanent easements acquired as shown on the plat of highway.

Task 16 – QA/QC

The CBBEL QC/QA plan emphasizes an integrated project development process, with a guiding principal to ensure cost effective and practical infrastructure management that advocates a safe, constructible and cost-effective design solution that minimizes change orders and schedule delays.

The QC/QA Manager, will perform a comprehensive evaluation of the following items throughout the design process.

- Scoping/field checks
- Submittals
- Design calculations
- Computer inputs/outputs
- Documentation of decisions and directives
- Pay items and quantity calculations
- Project records
- Compliance statements
- Pre-Final and Final Plan format and content

The Project Manager manages the overall project quality control's process and, through the QC/QA Manager, assigns qualified senior quality reviewers for pending deliverables as required.

MSA will also provide a QC/QA review of the design plans for the roundabout.

Task 17 – Administration

This task will include overall project administration and work force planning/allocation.

This task also includes development of monthly progress reports which will be submitted to LCDOT each month in conjunction with submittal of project invoices.

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME Christopher B. Burke Engineering, Ltd.
PRIME/SUPPLEMENT _____

DATE 10/17/17
PTB NO. _____

CONTRACT TERM 30 MONTHS
START DATE 11/1/2017
RAISE DATE 1/1/2018

OVERHEAD RATE 123.20%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

11/1/2017 - 1/1/2018
2 ----- 30

1/2/2018 - 1/1/2019
12 ----- 30

1/2/2019 - 1/1/2020
12 ----- 30

1/2/2020 - 5/1/2020
4 ----- 30

= 6.67%
= 1.0487

41.20%

42.44%

14.57%

The total escalation for this project would be:

4.87%

PAYROLL RATES

FIRM NAME Christopher B. Burke Engineering, L DATE 10/27/17
 PRIME/SUPPLEMENT _____

ESCALATION FACTOR 4.87%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Engineer VI	\$69.77	\$70.00
Engineer V	\$62.60	\$65.65
Engineer IV	\$51.87	\$54.40
Engineer III	\$44.80	\$46.98
Engineer I/II	\$31.64	\$33.18
Survey V	\$60.00	\$60.00
Survey IV	\$60.00	\$60.00
Survey III	\$56.00	\$58.73
Survey II	\$40.40	\$42.37
Survey I	\$31.83	\$33.38
Engineering Technician V	\$59.50	\$60.00
Engineering Technician IV	\$45.00	\$47.19
Engineering Technician III	\$45.14	\$47.34
Engineering Technician I/II	\$38.67	\$40.55
CAD Manager	\$58.33	\$60.00
Asst. CAD Manager	\$49.83	\$52.26
CAD II	\$43.67	\$45.80
CAD I	\$33.25	\$34.87
Landscape Architect	\$52.50	\$55.06
GIS Specialist III	\$46.00	\$48.24
GIS Specialist I/II	\$28.25	\$29.63
Env Res Specialist V	\$60.00	\$60.00
Env Res Specialist IV	\$54.29	\$56.94
Env Res Specialist III	\$41.06	\$43.06
Env Res Specialist I/II	\$29.25	\$30.68
Env Res Teechnician	\$37.00	\$38.80
Engineering Intern	\$15.13	\$15.87
Administrative	\$33.47	\$35.10

AVERAGE HOURLY PROJECT RATES

FIRM Christopher B. Burke Engineering, Ltd.
 Local Agency Lake Co DOT
 Section 13-00999-47-EG
 Project _____
 Job No: _____

DATE 10/27/17

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Task 1 – Pick-Up Survey			Task 2 - Geotechnical Inv			Task 3 – Drainage Studies			Task 4 – Coordination			Task 5 – Landscaping		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	70.00	22	0.96%	0.67															
Engineer V	65.65	270	11.75%	7.71				4	14.29%	9.38				40	31.75%	20.84	4	4.76%	3.13
Engineer IV	54.40	422	18.36%	9.99							40	24.39%	13.27	36	28.57%	15.54			
Engineer III	46.98	590	25.67%	12.06				16	57.14%	26.85	100	60.98%	28.65	40	31.75%	14.92	16	19.05%	8.95
Engineer I/II	33.18	120	5.22%	1.73															
Survey V	60.00	3	0.13%	0.08	2	8.33%	5.00												
Survey IV	60.00	1	0.04%	0.03															
Survey III	58.73	3	0.13%	0.08	2	8.33%	4.89												
Survey II	42.37	24	1.04%	0.44	8	33.33%	14.12												
Survey I	33.38	24	1.04%	0.35	8	33.33%	11.13												
Engineering Technician V	60.00	0																	
Engineering Technician IV	47.19	0																	
Engineering Technician III	47.34	0																	
Engineering Technician I/II	40.55	64	2.79%	1.13													24	28.57%	11.59
CAD Manager	60.00	34	1.48%	0.89															
Asst. CAD Manager	52.26	44	1.91%	1.00	4	16.67%	8.71				16	9.76%	5.10						
CAD II	45.80	366	15.93%	7.29															
CAD I	34.87	0																	
Landscape Architect	55.06	40	1.74%	0.96													40	47.62%	26.22
GIS Specialist III	48.24	0																	
GIS Specialist I/II	29.63	16	0.70%	0.21				8	28.57%	8.46	8	4.88%	1.45						
Env Res Specialist V	60.00	0																	
Env Res Specialist IV	56.94	0																	
Env Res Specialist III	43.06	0																	
Env Res Specialist I/II	30.68	0																	
Env Res Teechnician	38.80	0																	
Engineering Intern	15.87	166	7.22%	1.15															
Administrative	35.10	89	3.87%	1.36										10	7.94%	2.79			
TOTALS		2298	100%	\$47.12	24	100.00%	\$43.85	28	100%	\$44.69	164	100%	\$48.46	126	100%	\$54.08	84	100%	\$49.88

AVERAGE HOURLY PROJECT RATES

FIRM Christopher B. Burke Engineering, Ltd.
Local Agency Lake Co DOT
Section 13-00999-47-EG
Project _____
Job No: _____

DATE 10/27/17

SHEET 2 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Task 6 – Traffic Maintenance			Task 7 – Lighting Study			Task 8 – Preliminary Plans an			Task 9 – Wetland Permitting			Task 10 – LCSMC Stormwater			Task 11 – Utility Coordination		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	70.00							8	1.13%	0.79									
Engineer V	65.65	4	7.69%	5.05	2	1.47%	0.97	80	11.30%	7.42				2	1.56%	1.03	4	10.00%	6.57
Engineer IV	54.40				64	47.06%	25.60	60	8.47%	4.61	52	56.52%	30.75	84	65.63%	35.70			
Engineer III	46.98	24	46.15%	21.68	50	36.76%	17.27	120	16.95%	7.96	40	43.48%	20.43	24	18.75%	8.81	16	40.00%	18.79
Engineer I/II	33.18				20	14.71%	4.88	60	8.47%	2.81									
Survey V	60.00																		
Survey IV	60.00																		
Survey III	58.73																		
Survey II	42.37																		
Survey I	33.38																		
Engineering Technician V	60.00																		
Engineering Technician IV	47.19																		
Engineering Technician III	47.34																		
Engineering Technician I/II	40.55	24	46.15%	18.72													16	40.00%	16.22
CAD Manager	60.00							20	2.82%	1.69									
Asst. CAD Manager	52.26													18	14.06%	7.35			
CAD II	45.80							220	31.07%	14.23									
CAD I	34.87																		
Landscape Architect	55.06																		
GIS Specialist III	48.24																		
GIS Specialist I/II	29.63																		
Env Res Specialist V	60.00																		
Env Res Specialist IV	56.94																		
Env Res Specialist III	43.06																		
Env Res Specialist I/II	30.68																		
Env Res Teechnician	38.80																		
Engineering Intern	15.87							100	14.12%	2.24									
Administrative	35.10							40	5.65%	1.98							4	10.00%	3.51
TOTALS		52	100%	\$45.45	136	100%	\$48.72	708	100%	\$43.74	92	100%	\$51.17	128	100%	\$52.88	40	100%	\$45.09

AVERAGE HOURLY PROJECT RATES

FIRM Christopher B. Burke Engineering, Ltd.
Local Agency Lake Co DOT
Section 13-00999-47-EG
Project _____
Job No: _____

DATE 10/27/17

SHEET 3 **OF** 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Task 12 – Pre-Final Plans and			Task 13 – Final Plans, Specific			Task 14 – Land Acquisition S			Task 15 – Phase III Support			Task 16 – QA/QC			Task 17 – Administration		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	70.00	4	1.13%	0.79	2	1.69%	1.19						8	14.29%	10.00				
Engineer V	65.65	40	11.30%	7.42	14	11.86%	7.79	4	50.00%	32.83	40	34.78%	22.83	20	35.71%	23.45	12	38.71%	25.41
Engineer IV	54.40	30	8.47%	4.61	10	8.47%	4.61						16	28.57%	15.54	10	32.26%	17.55	
Engineer III	46.98	60	16.95%	7.96	20	16.95%	7.96	4	50.00%	23.49	40	34.78%	16.34	12	21.43%	10.07			
Engineer I/II	33.18	30	8.47%	2.81	10	8.47%	2.81												
Survey V	60.00	0			0						1	0.87%	0.52						
Survey IV	60.00	0			0						1	0.87%	0.52						
Survey III	58.73	0			0						1	0.87%	0.51						
Survey II	42.37	0			0						16	13.91%	5.89						
Survey I	33.38	0			0						16	13.91%	4.64						
Engineering Technician V	60.00	0			0														
Engineering Technician IV	47.19	0			0														
Engineering Technician III	47.34	0			0														
Engineering Technician I/II	40.55	0			0														
CAD Manager	60.00	10	2.82%	1.69	4	3.39%	2.03												
Asst. CAD Manager	52.26	0			0														
CAD II	45.80	110	31.07%	14.23	36	30.51%	13.97												
CAD I	34.87	0			0														
Landscape Architect	55.06	0			0														
GIS Specialist III	48.24	0			0														
GIS Specialist I/II	29.63	0			0														
Env Res Specialist V	60.00	0			0														
Env Res Specialist IV	56.94	0			0														
Env Res Specialist III	43.06	0			0														
Env Res Specialist I/II	30.68	0			0														
Env Res Teechnician	38.80	0			0														
Engineering Intern	15.87	50	14.12%	2.24	16	13.56%	2.15												
Administrative	35.10	20	5.65%	1.98	6	5.08%	1.78										9	29.03%	10.19
TOTALS		354	100%	\$43.74	118	100%	\$44.30	8	100%	\$56.32	115	100%	\$51.27	56	100%	\$59.06	31	100%	\$53.15

Direct Cost Estimate

Task	In-House				Outside															Totals			
	Mileage		Messenger/Fed Ex		Car Rental (I-Go)		8 1/2 x 11 B/W Copies		8 1/2 x 11 Color Stock		11x17 B/W copies		22 x 34 Mylar		22 x 34 Bond		22 x 34 Color		LCDOT R/W Survey Caps				
	Miles @ 0.565	Cost	Each @ \$25	Cost	\$10/hr (\$55/day Max)	Cost	Pages @ 0.09	Cost	Pages @ 0.10	Cost	Pages @ 0.15	Cost	Pages @ 10.50	Cost	Pages @ 0.96	Cost	Pages @ 20	Cost	Each @ 5.75		Cost		
Task 1 – Pick-Up Survey	375	\$211.88		\$0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Task 2 – Geotechnical Investigation and Analysis		\$0.00		\$0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Task 3 – Drainage Studies		\$0.00		\$0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Task 4 – Coordination	500	\$282.50	6	\$150	16	\$160.00	100	\$9.00		\$0.00	75	\$11.25		\$0.00	75	\$72.00	20	\$400.00		\$0.00		\$0.00	\$802.25
Task 5 – Landscaping		\$0.00		\$0		\$0.00	50	\$4.50	20	\$2.00		\$0.00		\$0.00	10	\$9.60	10	\$200.00		\$0.00		\$0.00	\$216.10
Task 6 – Traffic Maintenance Analysis		\$0.00		\$0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Task 7 – Lighting Study		\$0.00		\$0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Task 8 – Preliminary Plans and Cost Estimate (60%)		\$0.00		\$0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Task 9 – Wetland Permitting	150	\$84.75	1	\$25	5.5	\$55.00	100	\$9.00	10	\$1.00	5	\$0.75		\$0.00	10	\$9.60	10	\$200.00		\$0.00		\$0.00	\$300.35
Task 10 – LCSMC Stormwater Calculations and Permit		\$0.00	1	\$25		\$0.00	100	\$9.00	10	\$1.00	5	\$0.75		\$0.00	10	\$9.60	10	\$200.00		\$0.00		\$0.00	\$245.35
Task 11 – Utility Coordination		\$0.00	6	\$150		\$0.00		\$0.00		\$0.00	250	\$37.50		\$0.00	500	\$480.00		\$0.00		\$0.00		\$0.00	\$667.50
Task 12 – Pre-Final Plans and Cost Estimate (90%)	100	\$56.50		\$0		\$0.00	300	\$27.00		\$0.00	500	\$75.00		\$0.00	250	\$240.00		\$0.00		\$0.00		\$0.00	\$342.00
Task 13 – Final Plans, Specifications and Cost Estimate (100%)		\$0.00	1	\$25		\$0.00	150	\$13.50		\$0.00	250	\$37.50	10	\$105.00		\$0.00		\$0.00		\$0.00		\$0.00	\$181.00
Task 14 – Land Acquisition Services		\$0.00		\$0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Task 15 – Phase III Support	100	\$56.50		\$0	5.5	\$55.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	30	\$172.50	\$227.50
Task 16 – QA/QC		\$0.00		\$0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Task 17 – Administration		\$0.00		\$0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
		\$0.00		\$0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
TOTALS:	1225	\$692.13	15	\$375.00	27	\$270.00	800	\$72.00	40	\$4.00	1085	\$162.75	10	\$105.00	855	\$820.80	50	\$1,000.00	30	\$172.50		\$2,982.50	

October 23, 2017



TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600 • Fax 630.653.2988

Martin C. Worman, PE
Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600
Rosemont, IL 60018

RE: P.N. 59,505 Revised
Potentially Impacted Property Evaluation for LPC-662 Form &
Contingency for Soil Analysis for LPC-663 Form
New Roundabout
Wadsworth and Dilley Roads
Lake County, Illinois

Dear Mr. Worman:

Testing Service Corporation (TSC) is pleased to submit this proposal to perform a Potentially Impacted Property (PIP) Evaluation for completion of the LPC-662 Form for the project. Additionally included is a contingency for soil analysis for completion of the LPC-663 Form, if the source site is identified as a Potentially Impacted Property. The proposal revises TSC proposal P.N. 59,505 originally dated September 19, 2017. We understand that this work will be performed in conjunction with a Geotechnical Exploration outlined in TSC proposal P.N. 51,977 Revised.

Uncontaminated soil including uncontaminated soil mixed with clean construction or demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51(f)(2)(B)]. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51a(d)(2)(B)]. These certifications must be made by a licensed professional engineer or geologist (PE/PG) using the attached Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a "Potentially Impacted Property" (PIP) based on review of readily ascertainable property history, environmental databases and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

TSC has been informed that a PESA has been performed which did not identify any PIP's with recognized environmental conditions associated with the project. On this basis, we expect that the PIP evaluation will not identify the source site as a PIP and that the LPC-662 form may be utilized. Please provide the PESA for our review.

POTENTIALLY IMPACTED PROPERTY (PIP) EVALUATION & ENVIRONMENTAL SOIL ANALYSIS FOR LPC-662 OR LPC-663 FORM:

STEP ONE: Potentially Impacted Property (PIP) Evaluation

TSC will evaluate current Federal and State environmental agency records for the site by obtaining a First Radius Map Report from Environmental Data Resources, Inc. (EDR). Review of the Radius Map Report assists in identifying potential contamination sources from the project

Providing a Full Range of Geotechnical Engineering, Environmental Services, and Construction Materials Engineering & Testing

site as well as nearby properties which may cause it to be considered a PIP. TSC will also perform a reconnaissance to evaluate the site and surrounding area for evidence of the use or release of hazardous substances or petroleum products. Soil samples collected from the borings will be analyzed for pH.

Based on the results of this review, the TSC Professional Geologist conclude if the source site is a PIP. If the source site is not identified as a PIP and pH analysis meet requirements, TSC will prepare a letter discussing the reviewed information and recommend that the Owner or Operator sign the LPC-662 Form certifying that the site in not a PIP and the soil is presumed to be uncontaminated. This form is acceptable at most Uncontaminated Soil Fill Operation (USFO) facilities. TSC has been informed that a PESA has been performed which did not identify any PIP's associated with the project. On this basis, we expect that the PIP evaluation will not identify the source site as a PIP and that the LPC-662 form may be utilized.

STEP TWO: LPC-663 Analytical Testing (if required)

In the event that the source site (or portions thereof), is identified as a PIP, the owner is unwilling to sign the LPC-662 form or the prospective USFO facility selected for disposal of the soil requires analysis for acceptance of the soil, TSC will perform additional soil analysis for completion of the LPC-663 form at additional costs outlined in this proposal. Soil samples are to be collected from zones to be excavated as part of the proposed site improvements. Immediately upon removing the soil from the sampler, a representative portion will be placed in a clean glass sample jar and kept cool for possible analytical testing. A second portion will be broken up to maximize surface area and placed in a separate clean jar which is covered with an aluminum foil liner. A headspace analysis will be performed on the second samples, i.e. a photo-ionization detector (PID) used to check for the presence of volatile organic vapors. **The number of samples analyzed and the parameters of the analytical testing will be based upon the Potentially Impacted Property evaluation.** For proposal purposes, it is assumed that Two (2) samples will be analyzed for volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PNAs), total RCRA Metals and pH. If additional samples or analytical parameters are appropriate in the judgement of the PE/PG based on the records review, site reconnaissance or PID screening, additional samples will be collected at that time, however the costs of analysis will be discussed with the client prior to analysis. Selected samples will be placed in laboratory supplied jars or vials and properly preserved in a cooler on ice. They will be shipped to an analytical laboratory following standard chain-of-custody procedures. The list of analytical parameters noted are acceptable at the majority of local USFO facilities although analysis of additional parameters may be required by some USFO facilities. If possible we recommend that the CCDD/USFO facility destination to be used for a particular project be contacted to verify that the analytical parameters proposed will be sufficient. Additional cost for analysis of the full MAC list is listed as an optional item in Cost Estimate.

The analytical results will be compared to Maximum Allowable Concentrations of Chemical Constituents in Uncontaminated Soil Used as Fill Material At Regulated Fill Operations (MACs) as presented in 35 IAC 1100.Subpart F.



It should be noted that if one or more total metals concentrations exceed their respective MAC, addition analysis of the TCLP or SPLP extract may be performed for those metals. In accordance with 35IAC1100.610(b)(3)(C), as an alternative to the MAC value, compliance verification may be determined by comparing soil sample extraction results by TCLP or SPLP to the respective TACO Class 1 Soil Component of the Groundwater Ingestion Exposure Route Objective in 35IAC742 Appendix B, Table A. TSC will perform this additional analysis if all other parameters with the exception of the metal(s) meet the MACs.

A summary report will be prepared which describes the sampling procedures and results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The LPC-663 Form will be included as an attachment to the report.

Please note that our signing of Form LPC-663 is contingent upon all constituents meeting their respective MACs. If any constituent exceeds the MACs, the Licensed Professional Engineer or Geologist will not be able to certify the soil as uncontaminated. In that event, additional analysis may be required in connection with disposal at a Subtitle D landfill, at additional cost for consulting, analytical testing and completion of the waste profile.

If the analytical results exceed the MACs or TACO Objective which prevent certification of the soil as uncontaminated, additional analysis may be required in connection with disposal of the soil at a Subtitle D landfill. There will likely be an additional charge for associated consulting, analytical testing and completion of the waste profile.

At the clients request, upon completion of the PIP evaluation and LPC-662 or LPC-663 form, TSC will provide the report to three local CCDD facilities for approval.

Fees and Scope:

In accordance with the Cost Estimate attached, the PIP evaluation with pH analysis for completion of the LPC-662 Form would be One Thousand Two Hundred Dollars (\$1,200.00). If the PIP evaluation requires additional analytical testing, the additional analysis and completion of the LPC-663 Form is estimated at One Thousand Five Hundred and Sixty Dollars (\$1,560.00), for a total cost of up to Two Thousand Seven Hundred and Sixty Dollars (\$2,760.00) per a second cost estimate.

Closure:

The services being performed are subject to TSC's attached General Conditions. Unless we receive written instructions to the contrary, invoices will be sent to:

Martin C. Worman, PE
Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600 Rosemont, IL 60018
Phone: (847) 823-0500
Fax: (847) 823-0520
E-Mail: mworman@cbbel.com



If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream, Illinois office. It would be helpful if you could also complete the attached Project Data form indicating who is to receive copies of TSC's report and other related information.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted,

TESTING SERVICE CORPORATION

Prepared by,

for David L. Hurst
Vice President

Brian K. Walker, P.G.
Manager, Environmental Assessments

Enc: Cost Estimates
General Conditions
Project Data Sheet

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)



COST ESTIMATE
New Roundabout
Wadsworth and Dilley Roads
Lake County, Illinois
TSC P.N.59,505 REV

ITEM	UNITS	QTY	RATE	COST	
STEP 1: RECORDS REVIEW, SITE RECONNAISSANCE & PH ANALYSIS FOR PIP EVALUATION					
1.1	PIP Evaluation, Select Samples for Analysis & Provision of the Completed Report to 3 Local CCDD Facilities for Approval.	Lump Sum	1.0	1,100.00	\$ 1,100.00
1.2	Completion of LPC-662 Form for Owners Signature if Site is not Identified as a PIP.	Lump Sum	1.0	400.00	\$ 400.00
STEP 2: IF A PIP IS IDENTIFIED, BELOW ARE ADDITIONAL COSTS FOR LPC-663 ANALYSIS					
ANALYTICAL TESTING FOR LPC-663 FORM					
2.1	VOCs, PNAs, RCRA Metals & pH @ Standard 5 to 7 Business Day Turnaround (Analysis Dependent on Contaminants of Concern Identified in PIP Evaluation)	Each	2	500.00	\$ 1,000.00
2.2	Surcharge for Expedited 2-3 Business Day Turnaround	Each	0	100%	\$ 0.00
2.3	TCLP/SPLP Analysis of Metals which exceed MACs, if required. (Cost dependent on specific metals analyzed)	Each	0	\$100 Extraction + \$36/metal	\$ 0.00
2.4	Analytical testing for full MAC list, required at some CCDD/USFO facilities @ Standard 5 to 7 Business Day Turnaround	Each	0	1,618.00	\$ 0.00
2.5	Environmental Personnel to Screen Samples with PID	Hour	3	120.00	\$ 360.00
REPORTING SERVICES					
3.1	Environmental Specialist for Project Management and Prepare Summary Report, with P.G. Signed Form LPC-663, if uncontaminated.	Lump Sum	1	500.00	\$ 500.00
3.2	Additional Analytical Testing Completion of Waste Profile if Soil is Landfilled	Est.	0.0	800.00	\$ 0.00
ESTIMATED COST OF PIP EVALUATION AND LPC-662 FORM				\$ 1,500.00	
ADDITIONAL ESTIMATED COST OF ANALYSIS FOR LPC-663 FORM IF PIP IDENTIFIED (STANDARD TAT):				\$ 1,860.00	
ESTIMATED TOTAL COST FOR PIP EVALUATION & LPC-663 ANALYSIS (STANDARD TAT):				\$ 2,960.00	

October 23, 2017

Martin C. Worman, PE
Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600
Rosemont, IL 60018



TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600 • Fax 630.653.2988

RE: P.N.59,506 Revised
Potentially Impacted Property Evaluation for LPC-662 Form &
Contingency for Soil Analysis for LPC-663 Form
Roadway Widening
Kilbourne Road
Sta. 0+00 to 4+82
Lake County, Illinois

Dear Mr. Worman:

Testing Service Corporation (TSC) is pleased to submit this proposal to perform a Potentially Impacted Property (PIP) Evaluation for completion of the LPC-662 Form for the project. Additionally included is a contingency for soil analysis for completion of the LPC-663 Form, if the source site is identified as a Potentially Impacted Property. The proposal revises TSC proposal P.N. 59,506 originally dated September 19, 2017. We understand that this work will be performed in conjunction with a Geotechnical Exploration outlined in TSC proposal P.N. 51,977 Revised.

Uncontaminated soil including uncontaminated soil mixed with clean construction or demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51(f)(2)(B)]. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51a(d)(2)(B)]. These certifications must be made by a licensed professional engineer or geologist (PE/PG) using the attached Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a "Potentially Impacted Property" (PIP) based on review of readily ascertainable property history, environmental databases and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

TSC has been informed that a PESA has been performed which did not identify any PIP's with recognized environmental conditions associated with the project. On this basis, we expect that the PIP evaluation will not identify the source site as a PIP and that the LPC-662 form may be utilized. Please provide the PESA for our review.

POTENTIALLY IMPACTED PROPERTY (PIP) EVALUATION & ENVIRONMENTAL SOIL ANALYSIS FOR LPC-662 OR LPC-663 FORM:

STEP ONE: Potentially Impacted Property (PIP) Evaluation

TSC will evaluate current Federal and State environmental agency records for the site by obtaining a First Radius Map Report from Environmental Data Resources, Inc. (EDR). Review of the Radius Map Report assists in identifying potential contamination sources from the project

Providing a Full Range of Geotechnical Engineering, Environmental Services, and Construction Materials Engineering & Testing



site as well as nearby properties which may cause it to be considered a PIP. TSC will also perform a reconnaissance to evaluate the site and surrounding area for evidence of the use or release of hazardous substances or petroleum products. Soil samples collected from the borings will be analyzed for pH.

Based on the results of this review, the TSC Professional Geologist conclude if the source site is a PIP. If the source site is not identified as a PIP and pH analysis meet requirements, TSC will prepare a letter discussing the reviewed information and recommend that the Owner or Operator sign the LPC-662 Form certifying that the site in not a PIP and the soil is presumed to be uncontaminated. This form is acceptable at most Uncontaminated Soil Fill Operation (USFO) facilities. TSC has been informed that a PESA has been performed which did not identify any PIP's associated with the project. On this basis, we expect that the PIP evaluation will not identify the source site as a PIP and that the LPC-662 form may be utilized.

STEP TWO: LPC-663 Analytical Testing (if required)

In the event that the source site (or portions thereof), is identified as a PIP, the owner is unwilling to sign the LPC-662 form or the prospective USFO facility selected for disposal of the soil requires analysis for acceptance of the soil, TSC will perform additional soil analysis for completion of the LPC-663 form at additional costs outlined in this proposal. Soil samples are to be collected from zones to be excavated as part of the proposed site improvements. Immediately upon removing the soil from the sampler, a representative portion will be placed in a clean glass sample jar and kept cool for possible analytical testing. A second portion will be broken up to maximize surface area and placed in a separate clean jar which is covered with an aluminum foil liner. A headspace analysis will be performed on the second samples, i.e. a photo-ionization detector (PID) used to check for the presence of volatile organic vapors. **The number of samples analyzed and the parameters of the analytical testing will be based upon the Potentially Impacted Property evaluation.** For proposal purposes, it is assumed that Two (2) samples will be analyzed for volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PNAs), total RCRA Metals and pH. If additional samples or analytical parameters are appropriate in the judgement of the PE/PG based on the records review, site reconnaissance or PID screening, additional samples will be collected at that time, however the costs of analysis will be discussed with the client prior to analysis. Selected samples will be placed in laboratory supplied jars or vials and properly preserved in a cooler on ice. They will be shipped to an analytical laboratory following standard chain-of-custody procedures. The list of analytical parameters noted are acceptable at the majority of local USFO facilities although analysis of additional parameters may be required by some USFO facilities. If possible we recommend that the CCDD/USFO facility destination to be used for a particular project be contacted to verify that the analytical parameters proposed will be sufficient. Additional cost for analysis of the full MAC list is listed as an optional item in Cost Estimate.

The analytical results will be compared to Maximum Allowable Concentrations of Chemical Constituents in Uncontaminated Soil Used as Fill Material At Regulated Fill Operations (MACs) as presented in 35 IAC 1100.Subpart F.



It should be noted that if one or more total metals concentrations exceed their respective MAC, addition analysis of the TCLP or SPLP extract may be performed for those metals. In accordance with 35IAC1100.610(b)(3)(C), as an alternative to the MAC value, compliance verification may be determined by comparing soil sample extraction results by TCLP or SPLP to the respective TACO Class 1 Soil Component of the Groundwater Ingestion Exposure Route Objective in 35IAC742 Appendix B, Table A. TSC will perform this additional analysis if all other parameters with the exception of the metal(s) meet the MACs.

A summary report will be prepared which describes the sampling procedures and results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The LPC-663 Form will be included as an attachment to the report.

Please note that our signing of Form LPC-663 is contingent upon all constituents meeting their respective MACs. If any constituent exceeds the MACs, the Licensed Professional Engineer or Geologist will not be able to certify the soil as uncontaminated. In that event, additional analysis may be required in connection with disposal at a Subtitle D landfill, at additional cost for consulting, analytical testing and completion of the waste profile.

If the analytical results exceed the MACs or TACO Objective which prevent certification of the soil as uncontaminated, additional analysis may be required in connection with disposal of the soil at a Subtitle D landfill. There will likely be an additional charge for associated consulting, analytical testing and completion of the waste profile.

At the clients request, upon completion of the PIP evaluation and LPC-662 or LPC-663 form, TSC will provide the report to three local CCDD facilities for approval.

Fees and Scope:

In accordance with the Cost Estimate attached, the PIP evaluation with pH analysis for completion of the LPC-662 Form would be One Thousand Two Hundred Dollars (\$1,200.00). If the PIP evaluation requires additional analytical testing, the additional analysis and completion of the LPC-663 Form is estimated at One Thousand Five Hundred and Sixty Dollars (\$1,560.00), for a total cost of up to Two Thousand Seven Hundred and Sixty Dollars (\$2,760.00) per a second cost estimate.

Closure:

The services being performed are subject to TSC's attached General Conditions. Unless we receive written instructions to the contrary, invoices will be sent to:

Martin C. Worman, PE
Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600 Rosemont, IL 60018
Phone: (847) 823-0500
Fax: (847) 823-0520
E-Mail: mworman@cbbel.com




If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream, Illinois office. It would be helpful if you could also complete the attached Project Data form indicating who is to receive copies of TSC's report and other related information.


Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted,

TESTING SERVICE CORPORATION

Prepared by,


David L. Hurst
Vice President


Brian K. Walker, P.G.
Manager, Environmental Assessments

Enc: Cost Estimates
General Conditions
Project Data Sheet

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)



COST ESTIMATE
Kilbourne Road Widening Sta. 0+00 to 4+82
Lake County, Illinois
TSC P.N.59,506 REV

ITEM	UNITS	QTY	RATE	COST	
STEP 1: RECORDS REVIEW, SITE RECONNAISSANCE & PH ANALYSIS FOR PIP EVALUATION					
1.1	PIP Evaluation, Select Samples for Analysis & Provision of the Completed Report to 3 Local CCDD Facilities for Approval.	Lump Sum	1.0	1,100.00	\$ 1,100.00
1.2	Completion of LPC-662 Form for Owners Signature if Site is not Identified as a PIP.	Lump Sum	1.0	400.00	\$ 400.00
STEP 2: IF A PIP IS IDENTIFIED, BELOW ARE ADDITIONAL COSTS FOR LPC-663 ANALYSIS					
ANALYTICAL TESTING FOR LPC-663 FORM					
2.1	VOCs, PNAs, RCRA Metals & pH @ Standard 5 to 7 Business Day Turnaround (Analysis Dependent on Contaminants of Concern Identified in PIP Evaluation)	Each	2	500.00	\$ 1,000.00
2.2	Surcharge for Expedited 2-3 Business Day Turnaround	Each	0	100%	\$ 0.00
2.3	TCLP/SPLP Analysis of Metals which exceed MACs, if required. (Cost dependent on specific metals analyzed)	Each	0	\$100 Extraction + \$36/metal	\$ 0.00
2.4	Analytical testing for full MAC list, required at some CCDD/USFO facilities @ Standard 5 to 7 Business Day Turnaround	Each	0	1,618.00	\$ 0.00
2.5	Environmental Personnel to Screen Samples with PID	Hour	3	120.00	\$ 360.00
REPORTING SERVICES					
3.1	Environmental Specialist for Project Management and Prepare Summary Report, with P.G. Signed Form LPC-663, if uncontaminated.	Lump Sum	1	500.00	\$ 500.00
3.2	Additional Analytical Testing Completion of Waste Profile if Soil is Landfilled	Est.	0.0	800.00	\$ 0.00
ESTIMATED COST OF PIP EVALUATION AND LPC-662 FORM				\$ 1,500.00	
ADDITIONAL ESTIMATED COST OF ANALYSIS FOR LPC-663 FORM IF PIP IDENTIFIED (STANDARD TAT):				\$ 1,860.00	
ESTIMATED TOTAL COST FOR PIP EVALUATION & LPC-663 ANALYSIS (STANDARD TAT):				\$ 2,960.00	



TESTING SERVICE CORPORATION

GENERAL CONDITIONS

ENVIRONMENTAL SERVICES

1. PARTIES AND SCOPE OF WORK: "This Agreement" consists of Testing Service Corporation's ("TSC") proposal, TSC's Schedule of Fees and Services, client's written acceptance thereof, if accepted by TSC, and these General Conditions. The terms contained in these General Conditions are intended to prevail over any conflicting terms in this Agreement. "Client" refers to the person or entity ordering the work to be done or professional services to be rendered by TSC (except where distinction is necessary, either work or professional services are referred to as "services" herein). If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for client's intended purpose. ~~Client shall communicate these General Conditions to each and every third party to whom the Client transmits any report prepared by TSC.~~ Unless otherwise expressly assumed in writing, TSC shall have no duty to any third party, and in no event shall TSC have any duty or obligation other than those duties and obligations expressly set forth in this Agreement. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. HAZARDOUS SUBSTANCES: TSC's professional services shall include limited visual observation, laboratory analyses or physical testing for the purpose of detection, quantification or identification of the extent, if any, of the presence of hazardous substances, materials or waste, petroleum products, asbestos-containing materials or lead based paint as specifically set forth in TSC's proposal. Hazardous materials, substances or waste (all cumulatively referred to herein as "hazardous substances") include those defined as such in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., ("CERCLA"), the Resource Conservation Recovery Act, 42 U.S.C. § 6901 et seq., as amended, ("RCRA") or by a state or Federal Environmental Protection Agency ("EPA"), including but not limited to §§ 3.14 - 3.15 of the Illinois Environmental Protection Act, 415 ILCS 5/3.14 and 3.15 (West, 1994). "Contaminants" as used herein shall refer to hazardous substances, asbestos-containing materials, petroleum products, lead based paint and the like. "Polluted" as used herein shall mean containing contaminants. Unless specifically set forth in TSC's proposal, nothing contained in this agreement shall, however, be construed or interpreted as requiring TSC to assume the status of a generator, transporter,

treater, storer, as those terms appear within RCRA or within any Federal or state statute or regulation. Client assumes full responsibility of compliance with CERCLA, RCRA and any other Federal or state statute or regulation governing the generation, handling, storage, transportation, treatment and disposal of contaminants or other refuse.

3. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

4. ACCESS TO SITE: Client will arrange and provide access to each site upon which it will be necessary for TSC to perform its services pursuant to this agreement. In the event services are required on any site not owned by Client, Client represents and warrants to TSC that Client has obtained all necessary permissions for TSC to enter upon the site and conduct its services. Client shall, upon request, provide TSC with evidence of such permission, as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in form acceptable to TSC. Client acknowledges that it is not TSC's responsibility to notify any such property owner or tenant of the discovery of actual or suspected contaminants. Client further recognizes that knowledge of such suspected or actual condition may result in a reduction in a property's value and may provide incentive to owners of properties affected to initiate legal action against Client and/or others. Any work performed by TSC with respect to obtaining permission to enter upon and perform professional services on the lands of others as well as any work performed by TSC pursuant to this agreement, shall be deemed as being done on behalf of Client, and Client agrees to assume all risks thereof. TSC shall take reasonable measures and precautions to minimize damage to each site and any improvements thereon resulting from its work and the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage that may occur. If Client or the possessor of any interest in any site desires or requires TSC to restore the site to its former condition, upon written request from Client, TSC will perform such additional work as is necessary to do so, and Client agrees to pay TSC the costs thereof plus TSC's normal mark up for overhead and profit.

5. CLIENT'S DUTY TO NOTIFY TSC: Client represents and warrants that Client has advised TSC of any known or suspected contaminants, utility lines and underground structures at any site at which TSC is to perform services under this agreement. Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses,

including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to TSC's performance of its services and resulting to or caused by contact with sub-surface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to TSC by Client. In the event that TSC's undertaking includes contacting a public utility locating agency, its responsibility shall not extend to warranty the accuracy of the information so obtained.

6. DISCOVERY OF UNANTICIPATED CONTAMINANTS: The discovery of certain contaminants may make it necessary for TSC to take immediate measures to protect health and safety. TSC agrees to notify Client as soon as practically possible should such contaminants be suspected or discovered. Client agrees to reimburse TSC for the reasonable cost of implementing such measures under the circumstances.

7. LIMITATIONS OF PROCEDURES, EQUIPMENT AND TESTS: Information obtained from borings, observations, and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence with respect to the detection, quantification and identification of contaminants, but any inference or conclusion based thereon is, necessarily, an opinion also based on professional judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site. The presence and extent of contaminants as well as the levels of groundwater may fluctuate within the site due to climatic and other variations and, unless thorough sampling and testing are conducted over an extended period of time, contaminants contained within the site may escape detection. A site at which contaminants are not found to exist, or at the time of inspection do not, in fact, exist, may later, due to intervening causes, such as natural groundwater flows or human activities, become polluted. There is a risk that sampling techniques may themselves result in pollution of certain sub-surface areas such as when a probe or boring device moves through an area containing contaminants linking it to an aquifer, underground stream or other hydrous body not previously polluted. Because the risks set forth in this paragraph are unavoidable and because the sampling techniques to be employed are a necessary aspect of TSC's work on client's behalf, Client agrees to assume these risks.

8. SOIL AND SAMPLE DISPOSAL: Unless otherwise agreed in writing, soils known at the time to be polluted will be left on the site for proper disposal by Client; and samples removed by TSC to its laboratory, upon completion of testing, will be disposed by TSC in an approved manner or returned to the site for disposal by others.

9. MONITORING: If TSC is retained by Client to provide a site representative for the purpose of monitoring portions of site cleanup or other field activities, TSC will report its observations and test results as more specifically set forth elsewhere in this agreement. In such cases, TSC's services shall not include (i) determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored; (ii) evaluating, reporting or affecting job conditions concerning health, safety or welfare; (iii) the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate to excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and project managers.

10. RECOMMENDATIONS: If TSC's services include making recommendations for further exploration, clean-up or remediation of a site or the improvements thereon, Client shall cause all tests and inspections of the site and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been rigorously followed.

11. CLEAN UP: If TSC is retained by Client to physically perform the work of clean up of a site through its own forces or those of subcontractors, Client shall obtain all necessary permits and generator identification numbers. In such cases Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses, including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to TSC's performance of its services and resulting to or caused by the generation, transportation, treatment, storage or disposal of contaminants, except to the extent of the negligent performance by TSC of the duties undertaken by TSC, if any.

12. TERMINATION: This agreement may be terminated by either party upon seven (7) day's prior written notice. In the event of termination, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. In the event that TSC has agreed to provide clean up services pursuant to paragraph 10 of this Agreement, TSC shall be entitled to recover anticipated profits, in the event of termination.

13. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum for the

~~maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees;~~

14. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with this Agreement and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

~~Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.~~

~~In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.~~

15. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found

to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

16. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

17. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement, (ii) wherein TSC waives any rights to a mechanics lien or (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Should litigation be necessary, the parties consent to jurisdiction and venue in an appropriate Illinois State Court in and for the County of DuPage, Wheaton, Illinois or the Federal District Court for the Northern District of Illinois. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



2901 International Lane
Suite 300
Madison, WI 53704
Tel: (608) 242-7779
Fax: (608) 242-5664
www.msa-ps.com

October 25, 2017

Martin Worman, PE
Christopher B. Burke Engineering, LTD
9575 W. Higgins Road, Suite 600
Rosemont, IL 60018

Re: Wadsworth at Dilleys Road Phase 2
Ourston Project No. 184150023

Dear Mr. Worman:

Thank you for your invitation to submit a proposal to provide QA/QC for the roundabout design and assist in public involvement for the proposed roundabout at the intersection of Wadsworth Road and Dilleys Road. As you know, Ourston is accustomed to assisting local consultants in the above mentioned services.

Below is the scope that we will follow subject to your approval:

Administration and QA/QC

- Design Review – Ourston previously provided the roundabout IDS to Christopher Burke. Ourston will assist with addressing comments received on the IDS and provide assistance with design questions related to the roundabout.
- Final Plan Review - Final plan sheet review of roundabout elements and details
- Meetings – Web-meetings and teleconference calls are estimated in our proposed fees.
- Prepare monthly progress reports and invoices.

Public Meeting

- Attendance at one public meeting (1 meeting – 1 person) – Includes review of materials to be presented at public meeting prepared by Christopher Burke.

Project Fees

Based on the proposed scope, we are prepared to proceed with this assignment for the actual costs plus fixed fee up to a maximum amount of **\$7,328.74** as shown on the attached document.



2901 International Lane
Suite 300
Madison, WI 53704
Tel: (608) 242-7779
Fax: (608) 242-5664
www.msa-ps.com

Sincerely,
Ourston, a brand of MSA Professional Services, Inc.

A handwritten signature in black ink that reads "Ben Wilkinson".

Ben Wilkinson, PE
Roundabout Team Leader
bwilkinson@ourston.com | (608) 370-4641

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME MSA Professional Services, Inc.
PRIME/SUPPLEMENT _____

DATE 10/25/17
PTB NO. _____

CONTRACT TERM 24 MONTHS
START DATE 12/1/2016
RAISE DATE 1/1/2017

OVERHEAD RATE 166.68%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

12/1/2016 - 1/1/2017

1/2/2017 - 1/1/2018

1/2/2018 - 12/1/2018

$\frac{1}{24}$

$\frac{12}{24}$

$\frac{11}{24}$

= 4.17%
= 1.0429

51.50%

48.62%

The total escalation for this project would be:

4.29%

PAYROLL RATES

FIRM NAME MSA Professional Services, Inc. DATE 10/25/17
PRIME/SUPPLEMENT _____

ESCALATION FACTOR 4.29%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Project Manager	\$49.38	\$51.50
Project Engineer	\$35.00	\$36.50
		\$0.00

**COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES
PHASE II ENGINEERING**

DF-824-039
REV 12/04

FIRM
Local Agency
Section
Project
Job No:

MSA Professional Services, Inc.
Lake County
Wadsworth Road Phase 2

OVERHEAD RATE
COMPLEXITY FACTOR

166.68%
0

DATE 10/25/17

Cost Plus Fixed Fee 1 14.50% [DL+R(DL) +OH(DL)+IHDC]

DBE DROP BOX	ITEM	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENF	IN-HOUSE DIRECT COSTS	FIXED FEE	Outside Direct Costs	SERVICES BY OTHERS	DBE TOTAL	TOTAL	% OF GRAND TOTAL
		(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(B-G)	
	12. Pre-Final Plans and Cost Estimate (90%)	24	1,116.00	1,860.15	0.00	431.54				3,407.69	46.50%
	15. Phase III Suport	16	823.98	1,373.42	128.40	337.24				2,663.04	36.34%
	16. QA/QC	4	206.00	343.35	0.00	79.66				629.01	8.58%
	17. Administration	4	206.00	343.35	0.00	79.66				629.01	8.58%
	Subconsultant DL									0.00	
	TOTALS	48	2,351.98	3,920.27	128.40	928.09	0.00	0.00	0.00	7,328.74	100.00%

AVERAGE HOURLY PROJECT RATES

FIRM MSA Professional Services, Inc.
Local Agency Lake County
Section 0
Project Wadsworth Road Phase 2
Job No: 0

DATE 10/25/17

SHEET 3 **OF** 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	12. Pre-Final Plans and Cost			15. Phase III Support			16. QA/QC			17. Administration		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Manager	51.50	16	66.67%	34.33	16	100.00%	51.50	4	100.00%	51.50	4	100.00%	51.50
Project Engineer	36.50	8	33.33%	12.17									
TOTALS		24	100%	\$46.50	16	100%	\$51.50	4	100%	\$51.50	4	100%	\$51.50

Direct Cost Estimate

Task	In-House				
	Mileage		Title Commitments	Local printing	
	Miles @	Cost		Pages @	Cost
	0.535			0.10	
12. Pre-Final Plans and Cost Estimate (90%)		\$0.00			\$0.00
15. Phase III Suport	240	\$128.40			\$0.00
16. QA/QC		\$0.00			\$0.00
17. Administration		\$0.00			\$0.00
		\$0.00			\$0.00
TOTALS:	240	\$128.40	\$0.00	0	\$0.00

PROPOSAL FOR LAND ACQUISITION SERVICES

Lake County Division of Transportation

Christopher B. Burke
Engineering, Ltd.



Intersection of Wadsworth Road and Dilleys Road

**Santacruz Land
Acquisitions** 

310 Happ Road · Suite 206
Northfield, IL 60093
www.santacruz-associates.com

Contact:
J. Steve Santacruz
847-868-9620
jsteve@santacruz-associates.com

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EXECUTIVE SUMMARY

Having extensive experience with right of way projects, we understand the importance of keeping on schedule. On-time lettings gives the Lake County Division of Transportation, the Local Public Agency (“LPA”) the best use of its resources and strengthens the efficiencies in the implementation of its roadway improvement program. To achieve your goals, it is critical that your land acquisition consultant understands the importance and addresses three critical issues in your acquisition of right of way:

- Deliver the right of way on-time to meet the letting
- Manage the acquisition risks, including the cost of condemnation litigation
- Compliance with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act), IDOT land acquisition policies and procedures and FWHA policies.

CRITICAL ISSUE 1: DELIVER THE RIGHT-OF-WAY ON-TIME TO MEET LETTING

Delivery of right of way on-time keeps the project on its letting schedule. We understand that nothing is more important to the LPA. We also know that keeping the land acquisition on-time and within budget is a measurement of success for the LPA. When a project does not meet its letting schedule, we know it can impact the budget for the LPA, causing scheduling conflicts with potential contractors and also affect other economic factors which govern the delivery of the overall roadway improvement program for the LPA.

Our solution is to assemble a team of industry leading right of way professionals that have years of experience working on land acquisition projects with the understanding of what needs to be done to complete an acquisition on time.

Santacruz Land Acquisitions will work with the staff for the LPA and/or Christopher B. Burke Engineering, Ltd., Engineer for the LPA, (“Consultant”) to develop a land acquisition plan for the reconstruction of the intersection of Wadsworth and Dilleys Roads (the “Project”) to assure that the goals are met. Beginning with waiver valuations on the appraisal side, we look for ways to reduce the time on the acquisition cycle. With years of right of way acquisition work, we have a large database of real estate representatives for corporate acquisitions to cut down the time spent in the initial steps of locating the real estate representative for each property.

All of these efficiencies lead to ways in which we minimize our time with an acquisition and translate to your project staying on schedule.

CRITICAL ISSUE 2: MANAGE THE ACQUISITION RISKS

Equally important as the scheduled letting is the acquisition budget for the Project. Cost overruns can jeopardize a project from moving forward. Because real estate costs can represent a significant portion of the budget for a transportation project, our team will suggest ways to minimize impacts and reduce costs in challenging acquisitions. We will also work with the LPA to minimize the condemnation referrals that impact the budget for this Project. By the same token, our team will quickly identify parcels in the very beginning of the process that have title issues that can only be resolved through condemnation.

Through experience, we know that a portion of the parcels will need to be acquired through condemnation. As such, your land acquisition consultant needs to have knowledge of the legal requirements necessary to position an agency for condemnation. Our team possesses that knowledge and has years of experience providing “expert witness” testimony in these matters.

Santacruz Land Acquisitions is made up of skilled right of way professionals with a vast background in real estate and civil engineering with respect to transportation projects which gives us the ability to recognize issues and resolve them before they create delays.

CRITICAL ISSUE 3: COMPLIANCE WITH GOVERNMENT REGULATIONS

All land acquisition services must be performed in accordance with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act). In addition, we are familiar with IDOT’s land acquisition guidelines, policies and procedures.

WHY SANTACRUZ LAND ACQUISITIONS?

As you review our proposal, you will see that the team that Santacruz Land Acquisitions has assembled is versatile, experienced and qualified to deliver the full scope of the land acquisition needs for the LPA. What sets apart our team is:

- Years of successful on-time delivery of right of way land acquisition services to various other agencies
- Diverse set of real estate acquisition disciplines including backgrounds in law and civil engineering
- Extensive experience with complex valuations and acquisitions
- Title review experience, including familiarity with all types of recorded documents affecting real estate and knowledge on how to clear title
- Experience in reviewing plats and legal descriptions, as well as an ability to review and understand roadway construction plans
- Expertise with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act), Illinois Eminent Domain Act (735 ILCS 30), IDOT Land Acquisition Guidelines.
- Familiarity with IDOT policies and procedures related to land acquisition and appraisals.

Our solution is to apply our team’s extensive collective decades of experience complying with federal and state laws and maximizing the team’s knowledge of the land acquisition policies of IDOT.

ADDITIONAL COMPONENT OF OUR PROPOSAL: BEP UTILIZATION

Santacruz Land Acquisitions is a BEP with Central Management Services, a DBE with IDOT and an MBE with Cook County and the City of Chicago.

TEAM ORGANIZATION

Santacruz Land Acquisitions has assembled a versatile team of professional right of way consultants with the experience to deliver successful land acquisition services and meet the letting dates of the project. J. Steve Santacruz, President of Santacruz Associates Ltd. d/b/a Santacruz Land Acquisitions will lead the team as Project Manager. The team brings a wealth of experience in land acquisition for governmental agencies and related real estate law and civil engineering disciplines to assure the proper handling of even the most complicated of acquisitions. Additionally, the key members of the Santacruz Land Acquisitions team have collaborated in the past on projects.

SUMMARY

With a long history of successful delivery of a variety of right of way projects on-time, within budget and to our client's satisfaction, we look forward to the opportunity to assist the LPA with its land acquisition needs

COMPENSATION

Santacruz Land Acquisitions shall be entitled to the compensation as shown on the attached schedule. Our cost proposal, based on **six (6)** projected parcels of right-of-way, is as follows:

APPRAISALS/WAIVERS: \$16,200.00.
NEGOTIATIONS: \$16,200.00.

As directed, Santacruz Land Acquisitions shall invoice the LPA or Consultant for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii)

the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender's fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees. Santacruz Land Acquisitions shall include **\$500.00** per parcel for these charges. Santacruz Land Acquisitions shall pay any such fees and charges in excess of the **\$500.00** per parcel allowance for which Santacruz Land Acquisitions shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued.

Santacruz Land Acquisitions will attend and/or participate in up to four (4) hours of meetings and conference calls for consultations on the project. This will include, without limitation, kick-off meetings, planning discussions, project strategy development and review of parcels with acquisition challenges.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered a cost not to exceed of **\$36,400.00** as follows:

Land Acquisition Services	\$32,400.00
Consultation/Meeting Services	\$1,000.00
Direct Billable Expenses	\$3,000.00

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TECHNICAL APPROACH

Santacruz Land Acquisitions shall perform all necessary services in the preparation of appraisals and review appraisals and the negotiation of the acquisition of necessary properties required for the completion of the Project. All services shall be performed at the direction of the LPA and Consultant in accordance with the policies and procedures of IDOT, as applicable, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”), as amended (49 CFR Part 24), the Illinois Eminent Domain Act (735 ILCS 30) (“Eminent Domain Act”) and the Illinois Code of Civil Procedure (“Code of Civil Procedure”).

Santacruz Land Acquisitions will review the highway construction plans with the LPA and/or the Consultant to understand the nature and purpose of the project.

Santacruz Land Acquisitions agrees to perform the services as set forth herein as well as furnish and deliver to the LPA the final reports accompanied by all necessary documents needed for recordation and/or necessary for eminent domain proceedings. **The process described in this section has been the roadmap to many successful right of way projects for Santacruz Land Acquisitions helping us help you keep your projects on-time and within budget.**

LAND ACQUISITION CRITICAL PATH STEPS – “OUR ROAD MAP”

Task 1: Notice to Proceed

Our services start within one week (or sooner, if requested) of an authorization to proceed from the LPA.

Task 2: Kick-off Meeting

Santacruz Land Acquisitions will meet with the LPA and/or Consultant to discuss the Project, identify issues and develop any necessary strategies to assure the timely completion of the Project. At that time, we will identify the subconsultants that shall be assigned to the Project to perform the appraisal and review appraisal functions.

Task 3: Delivery and Review of Project Information

The LPA or Consultant will provide Santacruz Land Acquisitions with plats of highway, legal descriptions, the most recent title commitments and any other pertinent information regarding the property owner for each parcel assigned for acquisition. In addition, the LPA or Consultant will also provide us with a set of project plans, including, (i) plan and profile, (ii) drainage and utilities, (iii) pavement markings and (iv) cross sections.

Task 4: Introductory Notice to Owners

The assigned Appraiser will notify the property owner of the proposed taking and the beginning the valuation process of the property. The notice will invite the property owner to be present during the inspection by the appraiser.

Task 5: Appraisal / Waiver Valuation

All appraisal work shall be completed within the time frame provided by the LPA at the time the project is assigned.

The Appraiser will review the plat of highways and the construction plans to determine the type of appraisal to be used for each parcel. The Appraiser shall make a detailed inspection of the properties and make such investigations and studies as are consistent with industry standard and necessary to derive sound conclusions for the preparation of appraisal reports.

While IDOT has revised its policies regarding waiver valuations, their use on this Project would be available at this time. Waiver valuations would require coordination with the LPA. In addition, waiver valuations can only be used if the right-of-way is acquired in the name of the LPA.

It should be noted that a waiver valuation is not an appraisal and may not be represented to be an appraisal. Accordingly, when an offer to purchase based on a waiver valuation is rejected and the

parcel is referred to condemnation, an appraisal, written by a qualified staff or fee appraiser, must be written and reviewed.

Santacruz Land Acquisitions will provide guidance to the LPA in making its decision on whether or it should proceed with waiver valuations for this Project.

The Appraiser shall assist in analyzing and responding to valuation information provided by a property owner in support of a counter offer. At the request of the LPA or Consultant, Santacruz Land Acquisitions will furnish and deliver updated or revised appraisals resulting from a revision to the right of way or for condemnation purposes.

We understand that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pre-trial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation. In such case, at the request of the LPA or its trial counsel, the Appraiser assigned to appraise the parcel shall make any such appearances or complete such preparation work in order to assist with this process. Such requests will be pursuant to a separate work order.

Task 6: Review Appraisal

All appraisals will be reviewed by the Review Appraiser assuring that all items affecting the value of the property have been considered in the appraisal.

The Review Appraiser will complete the Right of Way Appraisal Review Certification (using the form designated by IDOT) and a copy will be attached to the appraisal delivered by Santacruz Land Acquisitions.

At the request of the LPA or Consultant, Santacruz Land Acquisitions will furnish and deliver updated or revised appraisals and/or reviews resulting from a revision to the right of way or for condemnation purposes. Such requests will be pursuant to a separate work order.

Task 7: Negotiation and Acquisition

All negotiations and acquisition services shall be provided by Santacruz Land Acquisitions after approval by the LPA of the amount of just compensation to be offered to the property owner.

The Negotiator will not have any authority to determine administrative settlements. The Negotiator will consult with the LPA for approval of any counter offers and upon acceptance by the LPA of any such counter offer, Santacruz Land Acquisitions will prepare the necessary documentation for administrative settlement.

Prior to the start of negotiations, the Negotiator will review the plats of highway and appraisals for each parcel before the start of negotiations with a property owner to understand the valuation and impact to the property. Santacruz Land Acquisitions will review the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for the LPA. Santacruz Land Acquisitions will direct any questions to the LPA or Consultant resulting from its review of the plans, plats, appraisals and title commitments so that Santacruz Land Acquisitions is prepared for any issues raised by the property owner during negotiations.

Before contacting the owner of a parcel, Santacruz Land Acquisitions will prepare and send the introductory letter to the property owner on the LPA's letterhead. This letter will provide a general statement of the Project, identify the property and the legal property owner, and briefly state the right of requirements necessary from the parcel. This letter shall also contain contact information for Santacruz Land Acquisitions and a representative of the LPA.

Santacruz Land Acquisitions will prepare an offer package for presentation to the owner at the first meeting. The offer package shall contain the Basis for Computing Total Approved Compensation and Offer to Purchase (in the format approved by IDOT), a copy of the plat of highway with the

acquisition areas highlighted and a copy of the legal descriptions of the parcels to be acquired. If, after repeated efforts to contact the property owner to schedule a meeting to present the offer, Santacruz Land Acquisitions is unable to make contact with the property owner, or if the property owner is located out of town, or at the request of the property owner to have the offer package mailed, Santacruz Land Acquisitions will send the offer package by certified mail so that a receipt of delivery can be established.

Santacruz Land Acquisitions will personally contact the property owner a minimum of three times before making a determination that the acquisition of the parcel cannot be successfully negotiated. In most cases, Santacruz Land Acquisitions will exceed the minimum number of contacts in an attempt to make all reasonable efforts to reach a settlement before recommending that the LPA commence condemnation proceedings. All contacts and efforts to make contact with the property owner shall be documented in the negotiator's report maintained by Santacruz Land Acquisitions for each parcel.

If, during its discussions with the property owner, errors in the plans are discovered or the property owner requests design changes, Santacruz Land Acquisitions will immediately notify LPA or Consultant with this information. At any time during negotiations for situations involving design changes, errors in plans or for any other reason, if requested by LPA or Consultant, Santacruz Land Acquisitions will cease negotiations on certain parcels until corrected information or further instruction is provided to Santacruz Land Acquisitions.

Upon successful negotiations with the property owner, Santacruz Land Acquisitions will prepare all necessary conveyance documents in the forms provided by and approved by IDOT in order to complete the acquisition and obtain title approval for the property. Santacruz Land Acquisitions will submit the completed parcel file with original conveyance documents, any documents necessary for title clearance, the Negotiator's Log

documenting all negotiation activities, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by the LPA.

In the event that Santacruz Land Acquisitions, after having made every reasonable effort to contact and negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, Santacruz Land Acquisitions shall prepare and submit to the LPA a completed parcel file with its recommendation to acquire the parcel by means of condemnation. In addition, the file will include the Negotiator's Log, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by the LPA.

We understand that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pre-trial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation. In such case, at the request of the LPA or its trial counsel, the Negotiator assigned to negotiate the parcel shall make any such appearances or complete such preparation work in order to assist with this process. Such requests will be pursuant to a separate work order.

PERSONNEL

The experience and talent of the right of way professionals that make up the team for Santacruz Land Acquisitions will, to a large extent, be the basis for the success of keeping this Project on-time and within budget. J. Steve Santacruz brings over twenty years of right of way acquisition experience to lead this team as its project manager. Steve has worked on thousands of acquisition parcels for ISTHA, IDOT, Cook, Kane, Lake, and Will Counties. He has also worked for numerous township and municipalities. Steve has a reputation in the right of community of being able to handle the most complex of land acquisition transactions.

The internal support team members for Santacruz Land Acquisitions include Robin Weber, a real estate paralegal with over twenty years of experience in closing residential and commercial real estate transactions, and Jonathan Abplanalp, a District 1 fee negotiator.

Each of our team members, including our subconsultants, have relevant experience working collaboratively with professionals of other disciplines and other agencies. They understand the importance of effective coordination throughout the land acquisition process.

PRIOR EXPERIENCE

Santacruz Land Acquisitions was founded in 1992 as Santacruz Associates Ltd. and has grown to be one of the most dependable right of way negotiation firms in IDOT's District 1. Since it opened, Santacruz Land Acquisitions has been providing comprehensive right of way solutions, including negotiation activities and the coordination of the valuations of parcels for various public agencies. Our proprietary database overlay allows us to handle hundreds of parcels at one time keeping deadlines organized for each of our different clients.

Our team brings an array of services and broad disciplines in real estate which give us a distinct advantage in handling even the most complex of your land acquisition projects. In addition, our team of subconsultants is not new to each other as we have collaborated together on various other projects.

Our team has delivered real estate solutions for its public agencies balancing risk management and letting dates on some of the largest and most intricate projects in the State.

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EXHIBITS

a. Pricing Schedule

Compensation for Services

Appraisal Services (based on complexity)

Appraisals	\$2,700.00
Revision to appraisal due to change in ROW or plans ¹	\$1,500.00 - \$4,000.00

Negotiation Services

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$2,700.00
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Witness Services

Rate for each ½ day in pretrial conference or in court for Negotiator ¹	\$1,000.00
Rate for each ½ day in pretrial conference or in court for Appraiser ¹	\$1,000.00
Hourly rate for consultation not otherwise specifically provided for herein	\$250.00

Title Services (if applicable)

Later date commitment – In addition to actual recording costs + Administrative fee	\$25.00
Title insurance policies – In addition to actual recording costs + Administrative fee	\$25.00
Recording of Documents – In addition to actual recording costs + Administrative fee	\$25.00
Copies of recorded documents – In addition to actual copying costs & research fees + Administrative fee	\$25.00

¹ Requires additional work order.

PROPOSAL FOR LAND ACQUISITION SERVICES

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All of these efficiencies lead to ways in which we minimize our time with an acquisition and translate to your project staying on schedule.

CRITICAL ISSUE 2: MANAGE THE ACQUISITION RISKS

Equally important as the scheduled letting is the acquisition budget for the Project. Cost overruns can jeopardize a project from moving forward. Because real estate costs can represent a significant portion of the budget for a transportation project, our team will suggest ways to minimize impacts and reduce costs in challenging acquisitions. We will also work with the LPA to minimize the condemnation referrals that impact the budget for this Project. By the same token, our team will quickly identify parcels in the very beginning of the process that have title issues that can only be resolved through condemnation.

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All land acquisition services must be performed in accordance with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act). In addition, we are familiar with IDOT’s land acquisition guidelines, policies and procedures.

WHY SANTACRUZ LAND ACQUISITIONS?

As you review our proposal, you will see that the team that Santacruz Land Acquisitions has assembled is versatile, experienced and qualified to deliver the full scope of the land acquisition needs for the LPA. What sets apart our team is:

- Years of successful on-time delivery of right of way land acquisition services to various other agencies
- Diverse set of real estate acquisition disciplines including backgrounds in law and civil engineering
- Extensive experience with complex valuations and acquisitions
- Title review experience, including familiarity with all types of recorded documents affecting real estate and knowledge on how to clear title
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- Expertise with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act), Illinois Eminent Domain Act (735 ILCS 30), IDOT Land Acquisition Guidelines.
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Our solution is to apply our team’s extensive collective decades of experience complying with federal and state laws and maximizing the team’s knowledge of the land acquisition policies of IDOT.

ADDITIONAL COMPONENT OF OUR PROPOSAL: BEP UTILIZATION

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SUMMARY

With a long history of successful delivery of a variety of right of way projects on-time, within budget and to our client's satisfaction, we look forward to the opportunity to assist the LPA with its land acquisition needs

COMPENSATION

Santacruz Land Acquisitions shall be entitled to the compensation as shown on the attached schedule. Our cost proposal, based on **four (4)** projected parcels of right-of-way, is as follows:

APPRAISALS/WAIVERS: \$10,800.00.
NEGOTIATIONS: \$10,800.00.

As directed, Santacruz Land Acquisitions shall invoice the LPA or Consultant for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii)

the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender's fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees. Santacruz Land Acquisitions shall include **\$500.00** per parcel for these charges. Santacruz Land Acquisitions shall pay any such fees and charges in excess of the **\$500.00** per parcel allowance for which Santacruz Land Acquisitions shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued.

Santacruz Land Acquisitions will attend and/or participate in up to four (4) hours of meetings and conference calls for consultations on the project. This will include, without limitation, kick-off meetings, planning discussions, project strategy development and review of parcels with acquisition challenges.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered a cost not to exceed of **\$24,600.00** as follows:

Land Acquisition Services	\$21,600.00
Consultation/Meeting Services	\$1,000.00
Direct Billable Expenses	\$2,000.00

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TECHNICAL APPROACH

Santacruz Land Acquisitions shall perform all necessary services in the preparation of appraisals and review appraisals and the negotiation of the acquisition of necessary properties required for the completion of the Project. All services shall be performed at the direction of the LPA and Consultant in accordance with the policies and procedures of IDOT, as applicable, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”), as amended (49 CFR Part 24), the Illinois Eminent Domain Act (735 ILCS 30) (“Eminent Domain Act”) and the Illinois Code of Civil Procedure (“Code of Civil Procedure”).

Santacruz Land Acquisitions will review the highway construction plans with the LPA and/or the Consultant to understand the nature and purpose of the project.

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LAND ACQUISITION CRITICAL PATH STEPS – “OUR ROAD MAP”

Task 1: Notice to Proceed

Our services start within one week (or sooner, if requested) of an authorization to proceed from the LPA.

Task 2: Kick-off Meeting

Santacruz Land Acquisitions will meet with the LPA and/or Consultant to discuss the Project, identify issues and develop any necessary strategies to assure the timely completion of the Project. At that time, we will identify the subconsultants that shall be assigned to the Project to perform the appraisal and review appraisal functions.

Task 3: Delivery and Review of Project Information

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Task 4: Introductory Notice to Owners

The assigned Appraiser will notify the property owner of the proposed taking and the beginning the valuation process of the property. The notice will invite the property owner to be present during the inspection by the appraiser.

Task 5: Appraisal / Waiver Valuation

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It should be noted that a waiver valuation is not an appraisal and may not be represented to be an appraisal. Accordingly, when an offer to purchase based on a waiver valuation is rejected and the

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Task 6: Review Appraisal

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All negotiations and acquisition services shall be provided by Santacruz Land Acquisitions after approval by the LPA of the amount of just compensation to be offered to the property owner.

The Negotiator will not have any authority to determine administrative settlements. The Negotiator will consult with the LPA for approval of any counter offers and upon acceptance by the LPA of any such counter offer, Santacruz Land Acquisitions will prepare the necessary documentation for administrative settlement.

Prior to the start of negotiations, the Negotiator will review the plats of highway and appraisals for each parcel before the start of negotiations with a property owner to understand the valuation and impact to the property. Santacruz Land Acquisitions will review the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for the LPA. Santacruz Land Acquisitions will direct any questions to the LPA or Consultant resulting from its review of the plans, plats, appraisals and title commitments so that Santacruz Land Acquisitions is prepared for any issues raised by the property owner during negotiations.

Before contacting the owner of a parcel, Santacruz Land Acquisitions will prepare and send the introductory letter to the property owner on the LPA's letterhead. This letter will provide a general statement of the Project, identify the property and the legal property owner, and briefly state the right of requirements necessary from the parcel. This letter shall also contain contact information for Santacruz Land Acquisitions and a representative of the LPA.

Santacruz Land Acquisitions will prepare an offer package for presentation to the owner at the first meeting. The offer package shall contain the Basis for Computing Total Approved Compensation and Offer to Purchase (in the format approved by IDOT), a copy of the plat of highway with the

acquisition areas highlighted and a copy of the legal descriptions of the parcels to be acquired. If, after repeated efforts to contact the property owner to schedule a meeting to present the offer, Santacruz Land Acquisitions is unable to make contact with the property owner, or if the property owner is located out of town, or at the request of the property owner to have the offer package mailed, Santacruz Land Acquisitions will send the offer package by certified mail so that a receipt of delivery can be established.

Santacruz Land Acquisitions will personally contact the property owner a minimum of three times before making a determination that the acquisition of the parcel cannot be successfully negotiated. In most cases, Santacruz Land Acquisitions will exceed the minimum number of contacts in an attempt to make all reasonable efforts to reach a settlement before recommending that the LPA commence condemnation proceedings. All contacts and efforts to make contact with the property owner shall be documented in the negotiator's report maintained by Santacruz Land Acquisitions for each parcel.

If, during its discussions with the property owner, errors in the plans are discovered or the property owner requests design changes, Santacruz Land Acquisitions will immediately notify LPA or Consultant with this information. At any time during negotiations for situations involving design changes, errors in plans or for any other reason, if requested by LPA or Consultant, Santacruz Land Acquisitions will cease negotiations on certain parcels until corrected information or further instruction is provided to Santacruz Land Acquisitions.

Upon successful negotiations with the property owner, Santacruz Land Acquisitions will prepare all necessary conveyance documents in the forms provided by and approved by IDOT in order to complete the acquisition and obtain title approval for the property. Santacruz Land Acquisitions will submit the completed parcel file with original conveyance documents, any documents necessary for title clearance, the Negotiator's Log

documenting all negotiation activities, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by the LPA.

In the event that Santacruz Land Acquisitions, after having made every reasonable effort to contact and negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, Santacruz Land Acquisitions shall prepare and submit to the LPA a completed parcel file with its recommendation to acquire the parcel by means of condemnation. In addition, the file will include the Negotiator's Log, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by the LPA.

We understand that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pre-trial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation. In such case, at the request of the LPA or its trial counsel, the Negotiator assigned to negotiate the parcel shall make any such appearances or complete such preparation work in order to assist with this process. Such requests will be pursuant to a separate work order.

PERSONNEL

The experience and talent of the right of way professionals that make up the team for Santacruz Land Acquisitions will, to a large extent, be the basis for the success of keeping this Project on-time and within budget. J. Steve Santacruz brings over twenty years of right of way acquisition experience to lead this team as its project manager. Steve has worked on thousands of acquisition parcels for ISTHA, IDOT, Cook, Kane, Lake, and Will Counties. He has also worked for numerous township and municipalities. Steve has a reputation in the right of community of being able to handle the most complex of land acquisition transactions.

The internal support team members for Santacruz Land Acquisitions include Robin Weber, a real estate paralegal with over twenty years of experience in closing residential and commercial real estate transactions, and Jonathan Abplanalp, a District 1 fee negotiator.

Each of our team members, including our subconsultants, have relevant experience working collaboratively with professionals of other disciplines and other agencies. They understand the importance of effective coordination throughout the land acquisition process.

PRIOR EXPERIENCE

Santacruz Land Acquisitions was founded in 1992 as Santacruz Associates Ltd. and has grown to be one of the most dependable right of way negotiation firms in IDOT's District 1. Since it opened, Santacruz Land Acquisitions has been providing comprehensive right of way solutions, including negotiation activities and the coordination of the valuations of parcels for various public agencies. Our proprietary database overlay allows us to handle hundreds of parcels at one time keeping deadlines organized for each of our different clients.

Our team brings an array of services and broad disciplines in real estate which give us a distinct advantage in handling even the most complex of your land acquisition projects. In addition, our team of subconsultants is not new to each other as we have collaborated together on various other projects.

Our team has delivered real estate solutions for its public agencies balancing risk management and letting dates on some of the largest and most intricate projects in the State.

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EXHIBITS

a. Pricing Schedule

Compensation for Services

Appraisal Services (based on complexity)

Appraisals	\$2,700.00
Revision to appraisal due to change in ROW or plans ¹	\$1,500.00 - \$4,000.00

Negotiation Services

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$2,700.00
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Witness Services

Rate for each ½ day in pretrial conference or in court for Negotiator ¹	\$1,000.00
Rate for each ½ day in pretrial conference or in court for Appraiser ¹	\$1,000.00
Hourly rate for consultation not otherwise specifically provided for herein	\$250.00

Title Services (if applicable)

Later date commitment – In addition to actual recording costs + Administrative fee	\$25.00
Title insurance policies – In addition to actual recording costs + Administrative fee	\$25.00
Recording of Documents – In addition to actual recording costs + Administrative fee	\$25.00
Copies of recorded documents – In addition to actual copying costs & research fees + Administrative fee	\$25.00

¹ Requires additional work order.