



DRAFT

**Local Public Agency
Engineering Services Agreement**

Agreement For Agreement Type Number

Using Federal Funds? Yes No

LOCAL PUBLIC AGENCY

Local Public Agency County Section Number Job Number

Project Number Contact Name Phone Number Email

SECTION PROVISIONS

Local Street/Road Name Key Route Length Structure Number

Location Termini

Project Description
 Fill sidewalk gap from Sextant Drive to Mainsail Drive, provide multi-use path from Mainsail Drive to Almond Road. Provide pedestrian crossing signals and cross walks at the signalized intersection of Washington Street at US 45, add APS at signalized intersection of Washington Street at Almond Road, and address ADA needs at required crossings.

Engineering Funding MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name Contact Name Phone Number Email

Address City State Zip Code

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois ~~under the~~ in coordination with 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.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge A full time LPA employee authorized to administer inherently governmental PROJECT activities
- Contractor Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- EXHIBIT ___ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- _____
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- Percent
- Lump Sum
- Specific Rate
- Cost plus Fixed Fee: Anniversary

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification of the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA 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 LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. ~~In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.~~
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
- (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
BLA, Inc.	36-4263432	\$366,704.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Huff and Huff, Inc.	36-3044842	\$27,776.00
Jorgensen & Associates	36-3668574	\$22,686.00
	Subconsultant Total	\$50,462.00
	Prime Consultant Total	\$366,704.00
	Total for all work	\$417,166.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Local Public Agency Type of Local Public Agency

By (Signature & Date)

By (Signature & Date)

Local Public Agency
 Local Public Agency Type Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name

By (Signature & Date)

By (Signature & Date)

Title

Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake County Division of	BLA, Inc.	Lake	21-00110-15-BT

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

See Attached Exhibit A

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake County Division of	BLA, Inc.	Lake	21-00110-15-BT

**EXHIBIT B
PROJECT SCHEDULE**

See Attached Exhibit B

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake County Division of	BLA, Inc.	Lake	21-00110-15-BT

**Exhibit C
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

Newspaper publication on 5/6/21 & 5/13/21. Also was emailed to LCDOT's list of consultants on file to receive project selection notices.

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
Technical Approach	25%
Firm Experience	15%
Specialized Experience	15%
Team Capabilities	20%
Workload	10%
Past Performance	10%
Local Presence	5%

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
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Selection committee (titles) for this project

County Engineer, Asst County Engineer, Engineer of Traffic, Director of Planning, Engineer of Design, Project Manager, Design Engineer

Top three consultants ranked for this project in order	
1	BLA, Inc.
2	V3
3	HLR

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake County Division of	BLA, Inc.	Lake	21-00110-15-BT

13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Washington Street Multi-Use Path
Section No. 21-00110-15-BT
Phase II

December 22, 2022

Overview

Lake County Division of Transportation (LCDOT) desires to provide a non-motorized off-street facility along Washington Street from the existing facilities at Sextant Drive to existing facilities at Almond Road in the Village of Gurnee, Unincorporated Third Lake, and Warren Township. The corridor includes signalized intersections at Mainsail Drive, US 45, and Almond Road and a mid-block pedestrian crossing at Old Walnut Circle. The proposed improvement will include a multi-use path along the south side of Washington Street from Mainsail Drive to US Route 45 and along the north side of Washington Street from US Route 45 to Almond Road. The proposed improvements will also include a new sidewalk along the north side of Washington Street from Sextant Drive to Mainsail Drive and new sidewalk along the south side of Washington Street from Tangueray Drive to Almond Road. The improvements include the addition of pedestrian APS countdown signals at US 45 to aid crossing of all four legs of the intersection, the creation of a pedestrian refuge island in the vicinity of Old Walnut Circle, associated pavement markings, drainage modifications to accommodate the pedestrian facilities, vegetation removal and side slope regrading, retaining wall, ADA improvements, and new guardrail.

Phase II Engineering shall include the preparation of all geometric, environmental, and bidding documents (Plans, Specifications, Estimates and permits). Two submittals, Prefinal and Final, to LCDOT for review are proposed. This written scope of services also includes the written scope of services of all subconsultants contained herein and after.

Scope of Work

Task 1 - Data Collection/Review

A SUE study was conducted during the Phase I process. BLA will review the atlases and compare the information against the current topographical survey and the preferred alternative selected. BLA will coordinate with the local agencies and utility companies for updated atlases as needed. Prefinal plans will be coordinated with utilities to verify compatibility. If utilities are to be relocated, BLA will coordinate and verify compatibility of relocation with the proposed improvement.

Task 2 - Topographic and Tree Survey

BLA will obtain supplemental topographical survey along the north leg of US 45, east side for connectivity to the bus stop on the east side of US 45 and along Tangueray Drive for connectivity of the proposed sidewalk from Tangueray Drive to Almond Road. The topographic survey includes horizontal and vertical locates of existing features within the project limits. Features will include all hardscape elements (back of curb, fences, manholes, trees, etc.) that are present above ground as well as all other cross-sectional elements to obtain existing ground elevations and generate a 3D surface grid. Lake County Benchmarks will be obtained and utilized.



This task includes a detailed tree survey of the existing berm backslope between station 134+00 and 144+00, approximately 1,000 feet x 30 feet, as well as pick up of trees between 3 and 6 inches in diameter along the proposed alignment. Trees 6 inches and larger were surveyed in Phase I.

Task 3 – Addendum to Environmental Survey Request

BLA will prepare exhibits and narrative to update the Environmental Survey Request Form (ESR) as necessary throughout the design process, particularly for bike path connection along the north leg of US 45, east side, and the sidewalk along Tangueray Drive to tie into Springwood Lane. This information will be submitted online through IDOT-BLRS. This shall include preparation of a map identifying survey/study area request limits along with a photo log, National Wetland Inventory Map and the USGS Map for purposes of obtaining Wetland, Biological, and Cultural clearances along within the project corridor.

Task 4 – PSI

This task will consist of coordinating with the subconsultant in regard to the project files, construction depth details, etc. *Refer to the scope of work with fee proposal from Huff and Huff for this task.*

Task 5 – Challenge Areas and Refuge Island

This task includes evaluation of:

- Retaining wall versus regrade berm
- Meandering sidewalk options to avoid trees and utilities
- Ditch versus closed storm sewer
- Old Walnut Circle refuge median

Task 6 – Plan Preparation and Contract Documents

TITLE SHEET:

BLA will prepare the title sheet according to the LCDOT standards as directed by the LCDOT. This shall depict design criteria, a list of details and highway standards, location map, signature block, project section number, and other pertinent items. At the completion of the project prior to advertising for bid, the title sheet will be signed and sealed by a State of Illinois Licensed Professional Engineer.

NOTES, INDEX AND STANDARDS:

The sheet will include a list of applicable highway standards; LCDOT General Notes, LCDOT Standards; IDOT District 1 standards; general notes (IDOT and utilities), contract information, and other pertinent general notes.

SUMMARY OF QUANTITIES:

BLA will prepare the sheets to include construction and funding code breakdowns for potential State/Local Agency/Other Participating Entity cost share. Quantity calculations/take off for each pay item and quantity books will be prepared and delivered to the County. The Summary of Quantities sheets will follow the LCDOT standard which includes columns for pay item number, special provision, contingency, and specialty item indication.



TYPICAL SECTIONS:

Existing and proposed typical sections shall be prepared for the project. It is anticipated that a minimum of eight (8) existing and proposed typical sections shall be prepared for the project along with a mix-chart for hot-mix asphalt for the path, potential driveway impacts, and patching of side streets as necessary where ADA landings are to be improved.

Per LCDOT standards the HMA Mix Design table and LCDOT bike path pavement standard will be included on the typical sections.

SCHEDULE OF QUANTITIES:

These sheets will have all pay items except lump sum and estimated items scheduled according to plan location per LCDOT plan preparation requirements and will help locate quantities. The earthwork schedule will be comprehensive and list all assumptions so that excess, borrow, pavement removal, shrinkage, and unsuitable quantities are clearly calculated and shown.

ALIGNMENT, TIES AND BENCHMARKS:

The sheets will include incorporation of a complete alignment with any curve data, ties, and benchmarks for the proposed path alignment for purposes of establishing a geometric layout during construction.

REMOVAL PLAN:

The removal plan will be prepared for the extent of the project to identifying the existing features (existing sidewalk, storm sewer, etc.) to be removed and earthwork limits as a result of the improvement. The removal plans will have two panel views per sheet. These will be prepared at 1:20 scale.

PLAN AND PROFILE:

The plans will be prepared utilizing the BLRS manual. All the plans will be prepared at a 1:40 scale for multi-use path and sidewalk construction. The multi-use path proposed improvement will be detailed in plan view with existing topography and dimensioned. Existing and proposed stations and elevations will be detailed in the profile view. This plan will include roadway pavement markings which will illustrate the pedestrian striping for the appropriate crosswalks and signage with notification of facilities to motorists. A pavement marking schedule will be prepared. Two panel views per sheet will be prepared for this project at 1:40 scale. Existing will be identified for removal and/or relocation.

TRAFFIC CONTROL PLAN:

Formal Maintenance of Traffic plans will not be prepared as the intent for off-street work will utilize IDOT Highway Traffic Control standards as individual pay items. This plan (1:100 scale) will detail general notes, speed limits, sign legends and placement.

EROSION CONTROL & LANDSCAPING PLANS:

BLA will prepare permanent and temporary erosion control plans. BLA will prepare the detail sheets as needed for obtaining all permits as well as preparing the documentation needed for the NPDES-SWPPP permit. Two panel views per sheet at 1:50 scale covering 1,500 feet for each panel will be prepared for



this project. Landscaping shall consist of parkway restoration (sodding/seeding) and potential tree replacement plantings. Detailed “custom” landscaping plans are not anticipated for this project.

DRAINAGE AND UTILITY / DRAINAGE TABLES:

The plans will be similar in format to the Plan and Profile sheets and will also indicate all existing and proposed drainage system improvements along with all existing utilities. The trunk lines of the storm sewer, sanitary sewer, and dry utility crossings (existing and proposed) will be shown in the profile view. Temporary drainage, if any, will be included on the staging plans. The plans will include evaluating improvement of existing drainage on the south side of Washington Street west of US 45 and at the southeast corner of Tangueray Drive and Washington Street. The proposed storm sewer and structures will be identified in the plan view via labels. These labels will correspond to the drainage tables indicating size, length, slopes, trench backfill, material, etc. This task includes the detailed design of the storm sewer based on the Phase I design. This includes, as applicable, inlet spacing, lateral capacity analysis, structure sizing, hydraulic grade line determinations, etc.

PLAT OF HIGHWAYS:

Plat of Highways as prepared in Phase I, and completed during Phase II, will be inserted into the overall plan set.

TRAFFIC SIGNAL PLANS:

BLA will prepare traffic signal modification plans adding Accessible Pedestrian Signals (APS) which includes pedestrian push buttons, countdown pedestrian signals, and audible messaging at the intersection of Washington Street at US 45 and modify the Washington Street at Almond Road existing pedestrian signals to audible messaging. This shall consist of proposed signal sheets, proposed cable sheets, any necessary detail sheets, and one summary of signal quantity sheets. Scope will also include coordination with IDOT’s Traffic Signals Unit through the Permit Department.

ADA RAMP GRADING PLANS:

ADA Ramp grading plans will be prepared at a 1:5 scale at all cross street and driveways (39 corners) that the proposed facilities cross. These will include spot grades, station/offset, slopes, detectable warning layouts, and all other information necessary to adequately construct these ramps.

STRUCTURAL PLANS:

A segmental concrete block retaining wall (less than 7’ in height approximately 85 feet in length) will be designed along the southeast corner of US 45 and Washington Street. A second segmental concrete block retaining wall (less than 7’ in height approximately 950 feet in length) is considered for the north side of the ‘s’ curve east of US Route 45. Plan with elevation and a typical section will be prepared showing the height and limits of the proposed wall. The IDOT Guide Bridge Special Provision for segmental concrete block retaining walls will be used as the primary method of construction and payment. Additional sheets may be required for further details and/or soil boring logs.



CONSULTANT/LCDOT DETAILS:

BLA anticipates the details for construction entrances, approaches, special drainage design, structure details, etc. as well as incorporation and any special modifications to standard details.

CROSS SECTIONS:

The cross-section sheets will have a half-cross section every 50 feet as well as critical points including at driveways and will show the existing roadway back of curb, proposed path, existing utilities, cut and fill, unsuitable material per construction stage, as detailed in the LCDOT Plan Preparation Guidelines at 1" = 5' scale. The cross section will also show applicable elevations as well as existing right-of-way/property lines.

SPECIFICATIONS & SPECIAL PROVISIONS:

Detailed project specifications and special provisions will be prepared for the Pre-final and Final submittal. This shall consist of all pay items described within the project with appropriate standards referenced for standard items and special provisions written which detail the work and method of payment for non-standard items. LCDOT front end documents, as provide by LCDOT, and special provisions will be obtained and included in the specifications.

ESTIMATE OF TIME:

An Estimate of Time to construct will be prepared for the prefinal submittal and updated for the final plan submittal.

ESTIMATE OF COST:

An Estimate of Cost for construction will be prepared for the prefinal submittal and updated for the final plan submittal.

Task 7 - Permit Coordination

A variety of permits are anticipated for the project, as listed below, and require coordination with each jurisdictional agency. This task includes permit form preparation (exhibits, specifications, data, and project information), and one edit with each agency. Meetings for this task are allocated under Task 9 – Meetings.

- Lake County Stormwater Management Commission - erosion control.
- IDOT Permit Review - any work in IDOT right-of way, including but not limited to traffic signal plans and multi-use path connections along US 45.
- United States Army Corps of Engineers - Section 404 of the Clean Water Act compliance. This includes coordinating development of documents with the Village.
- IEPA - Stormwater Pollution Prevention Plan (SWPPP) form BDE 2342, erosion control and sediment control plan measures to comply with the provisions of the NPDES Permit Number ILR10 for the storm water discharges from construction activities in a project with greater than 1-acre disturbances and Contractor's certification statement and BC 2259 form. These forms will be prepared for LCDOT's submittal to IEPA.



Task 8 - Utility Coordination

This task shall include distributing plans to any affected dry utilities for potential relocation due to conflict with any proposed facilities. BLA will track the responsiveness of each utility, which has submitted for permit, status of relocation, etc. If utility relocation is necessary, BLA will coordinate with the affected utilities, provide electronic files as needed, and provide a review of the relocation permit(s).

Task 9 – Land Acquisition

Plat and legal work in Phase I was estimated for 20 parcels. The improvement involves 24 parcels. This task includes plat and legal work for the additional four parcels. *Refer to the scope of work with fee proposal from Jorgensen and Associates.*

For Phase II, this task will consist of coordinating with the subconsultant with the land acquisition process. This includes preparation of any necessary exhibits or information needed for appraisals and negotiations. *Refer to the scope of work with fee proposal from Hampton Lenzini and Renwick, Inc.*

Task 10 – Meetings

The following are anticipated meetings or written correspondence that will be needed for project development. This task also includes the preparation of necessary exhibits, agendas, and meeting minutes.

- Project Kick-off Meeting (1) virtual – LCDOT and BLA
- Lake County SMC and USACE Pre-Application Meetings (2) virtual – LCDOT and BLA
- Project Review Meeting (Post Prefinal Plan Submittal) (2) virtual – LCDOT and BLA
- Warren Township Highway Department (2) in-person – LCDOT, BLA, Township
- PACE Bus (2) virtual – LCDOT, BLA, PACE
- Municipalities/Property Owner Meetings in-person – LCDOT, IDOT, Gurnee, Third Lake, Businesses, Residents (estimate 12)
- Private Utility Company Meetings virtual (estimate 4)

Task 11 – Phase III Coordination:

The coordination during phase III will be made as needed as per the direction from the County. BLA will review project-specific shop drawings, attend the pre-construction meeting, and respond to Requests for Information from the construction team for the roadway improvement project.

Task 12 – QC/QA

QC/QA will be performed throughout the project; at the time of the two-milestone submittals a QC/QA statement will be provided. This effort includes QC/QA oversight for sub-consultants' tasks.



Task 13 – Administration/Management

This task consists of project startup, scope of work reviews, scheduling, budget control, and contract administration for the project. Also included is the management and coordination of the sub-consultants.

Coordination/Deliverables

Coordination with the local agencies will go through LCDOT. Deliverables to the LCDOT will consist of the Word, Excel, MicroStation and PDF files that comprise of the Soils/Geotechnical Report, final plans, specifications, and estimates prepared for this project.

BLA will provide all above listed items as well as the following per the LCDOT's "Electronic Bid Package Format and Submittal" (attached):

- PDF file of the entire plan set, combined into a single file with appropriate naming designation per the attachment.
- Scanned copy of the cover sheet with the County Engineer's signature and licensed P.E. signature.
- Compiled .pdf file of the final contract book along with individual documents in .PDF format with appropriate naming designation per the attachment.
- Soils report, electronic format, with naming designation per the attachment.
- DVD of all final project digital files (Excel, Word, MicroStation .DGN files, etc.).

The following items are not included within this scope of work.

- Public Involvement/Public Meetings
- Wetland delineations/reports (completed in Phase I)
- Lighting or irrigation design

BLA, INC**WASHINGTON STREET MUP****SECTION NO: 21-00110-15-BT****PHASE II DESIGN MANHOURS**

<u>Task and Description</u>					<u>Total Manhours</u>
Task 1 - Data Collection and Review					
<i>Utility Review</i>					16
<i>Utility coordination</i>					40
				Subtotal:	56
Task 2 - Topographic and Tree Survey					
<i>Topographic Survey (US 45, Tanguery, Old Walnut Circle)</i>					32
<i>Tree Survey</i>					40
				Subtotal:	72
Task 3 - Addendum to ESR					
<i>ESR Form plus exhibits (2 new)</i>					16
				Subtotal:	16
Task 4 - PSI					
<i>Coordination with Huff and Huff</i>					24
				Subtotal:	24
Task 5 - Challenge Areas and Refuge Island					
<i>Retaining Wall versus regrade</i>					40
<i>Meandering Sidewalk</i>					20
<i>Ditch versus storm sewer</i>					80
<i>Old Walnut Circle Refuge Island</i>					48
				Subtotal:	188
Task 6 - Plans					
	# Sheets		MH per Sheet		
<i>Title Sheet</i>	1	x	4	=	4
<i>Notes, Index, Standards</i>	2	x	2	=	4
<i>Summary of Quantities</i>	2	x	4	=	8
<i>Typical Sections (four per sheet)</i>	2	x	2	=	4
<i>Schedule of Quantities</i>	5	x	4	=	20
<i>Alignment, Ties, Benchmarks</i>	2	x	4	=	8
<i>Removal Plan</i>	8	x	4	=	32
<i>Plan and Profile</i>	16	x	8	=	128
<i>Traffic Control Plan</i>	4	x	4	=	16
<i>Erosion Control & Landscaping</i>	6	x	4	=	24
<i>Drainage and Utility</i>	8	x	6	=	48
<i>Plat of Highways</i>	12	x	1	=	12
<i>Traffic Signal Plans</i>	6	x	12	=	72
<i>ADA Ramp Grading (two per sheet)</i>	20	x	6	=	120
<i>Structural Plans</i>	5	x	68	=	340
<i>Details</i>	6	x	1	=	6
<i>Cross Sections</i>	60	x	6	=	360
<i>Specifications & special provisions</i>					80
<i>Estimate of Time</i>					24
<i>Estimate of Cost</i>					40
<i>Design calculations (guardrail, drainage, etc)</i>					80
				Subtotal:	1430
Task 7 - Permits					
<i>LCSMC</i>					60
<i>IDOT</i>					40
<i>USACOE</i>					40
<i>IEPA</i>					40
				Subtotal:	180

Task 8 - Utility Coordination		
<i>Plan Submittals</i>		16
<i>Review relocates</i>		8
	Subtotal:	24
Task 9 - Land Acquisition		
<i>coordination with HLR</i>		40
	Subtotal:	40
Task 10 - Meetings		
<i>Project Kick Off virtual</i>	<i>1 meeting, 2 people @ 1 hr, 2 hr for meeting minutes</i>	4
<i>LCSMC/ USACOE virtual</i>	<i>2 meetings, 2 people @ 1 hr, 2 hr for meeting minutes</i>	6
<i>Plan Review virtual</i>	<i>2 meetings, 2 people @ 1 hr, 2 hr for meeting minutes</i>	8
<i>Warren Township in-person*</i>	<i>2 meetings, 2 people @ 3 hr, 2 hr for meeting minutes</i>	16
<i>PACE bus virtual</i>	<i>2 meetings, 2 people @ 1 hr, 2 hr for meeting minutes</i>	8
<i>Municipalities/Property Owners in-person*</i>	<i>12 meetings, 2 people @ 3 hr, 2 hr for meeting minutes</i>	96
<i>Utilities virtual</i>	<i>4 meetings, 2 people @ 1 hr, 2 hr for meeting minutes</i>	16
<i>* includes travel time</i>		
	Subtotal:	154
Task 11 - Phase III Coordination		
<i>Shop Drawings</i>		20
<i>RFI</i>		20
	Subtotal:	40
Task 12 - QC/QA		
<i>3% of Task 1 through 11</i>		67
	Subtotal:	67
Task 13 - Administration		
<i>3% of Task 1 through 12</i>		69
	Subtotal:	69
Total		2360



Proposed Schedule

<u>TASK</u>	<u>DATE</u>
NTP	2/21/2023
Kick Off Meeting	Week of 2/21
Agency Coordination (Pace, Gurnee, Township)	2/21 through 3/3
Topographic and Tree Survey	2/21 through 3/31
Draft Plat and Legal Submittal	5/2023
Preliminary PS&E	6/2023
LCDOT Meeting	7/2023
Land Acquisition (Appraisal/Negotiation) Kick Off Mtg	7/2023
Prefinal PS&E	10/2023
LCDOT Meeting	11/2023
Final PS&E	2/2024
Letting	3/2024



EXHIBIT D
 COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET
 ANNIVERSARY RAISE

Local Public Agency Lake County Division of Transportation	County Lake	Section Number 21-00110-15-BT
Prime Consultant (Firm) Name BLA, Inc	Prepared By Jmitchell	Date 01/06/2023
Consultant / Subconsultant Name BLA, Inc	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	12	MONTHS	
START DATE	2/21/2023		
RAISE DATE	ANNIVERSARY		
		OVERHEAD RATE	102.02%
		COMPLEXITY FACTOR	0
		% OF RAISE	2.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

6

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

1.00%

The total escalation for this project would be: 1.00%

Local Public Agency

County

Section Number

Lake County Division of Transportation

Lake

21-00110-15-BT

Consultant / Subconsultant Name

Job Number

BLA, Inc

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	1.00%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$100.00	\$78.00
Dir of Prelim Design Svs	\$87.50	\$78.00
Dir of Structural Eng	\$75.00	\$75.75
Dir of Environmental Svs	\$56.00	\$56.56
Project Manager	\$48.65	\$49.14
Project Engineer	\$38.13	\$38.51
Structural Engineer	\$33.00	\$33.33
Design Engineer	\$31.05	\$31.36
Billing & Payroll	\$34.50	\$34.85

Local Public Agency

Lake County Division of Transportation

County

Lake

Section Number

21-00110-15-BT

Consultant / Subconsultant Name

BLA, Inc

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	8	\$65.00	\$520.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)	4500	\$0.05	\$225.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Appraisals and Negotiation Services	Actual Cost	1	\$142,900.00	\$142,900.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$143,645.00

Local Public Agency

Lake County Division of Transportation

County

Lake

Section Number

21-00110-15-BT

Consultant / Subconsultant Name

BLA, Inc

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

OVERHEAD RATE **102.02%**

COMPLEXITY FACTOR **0.00%**

TASK	DIRECT COSTS	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Data Collection		56	2,155	2,199	653		5,007	1.20%
Topographic and Tree Survey	100	72	3,171	3,235	961		7,367	1.77%
Addendum to ESR		16	652	666	198		1,516	0.36%
PSI		24	1,009	1,030	306	27,776	30,121	7.22%
Challenge Areas/Refuge Median Plans	550	1430	54,470	55,571	16,506		126,547	30.33%
Permits		180	7,745	7,902	2,347		17,994	4.31%
Utility Coordination		24	910	928	276		2,114	0.51%
Land Acquisition	142,900	40	1,795	1,832	544	22,686	26,857	6.44%
Meetings	45	154	6,954	7,094	2,107		16,155	3.87%
Phase III Coordination		40	1,801	1,837	546		4,184	1.00%
QC/QA		67	4,857	4,955	1,472		11,284	2.70%
Administration	50	69	3,394	3,462	1,028		7,884	1.89%
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Subconsultant DL							-\$0.15	0.00%
Direct Costs Total ==>	\$143,645.00						\$143,645.00	34.43%
TOTALS		2360	96,011	97,953	29,095	50,462	417,166	65.57%

193,964

Local Public Agency

Lake County Division of Transportation

County

Lake

Section Number

21-00110-15-BT

Consultant / Subconsultant Name

BLA, Inc

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Data Collection			Topographic and Tree Survey			Addendum to ESR			PSI			Challenge Areas/Refuge Median		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	78.00	40.0	1.69%	1.32															
Dir of Prelim Design Svs	78.00	31.0	1.31%	1.02															
Dir of Structural Eng	75.75	80.0	3.39%	2.57													8	4.26%	3.22
Dir of Environmental Svs	56.56	34.0	1.44%	0.81				30	41.67%	23.57	4	25.00%	14.14						
Project Manager	49.14	487.0	20.64%	10.14	16	28.57%	14.04				2	12.50%	6.14	8	33.33%	16.38	20	10.64%	5.23
Project Engineer	38.51	688.0	29.15%	11.23	16	28.57%	11.00	22	30.56%	11.77	2	12.50%	4.81	16	66.67%	25.67	60	31.91%	12.29
Structural Engineer	33.33	316.0	13.39%	4.46													32	17.02%	5.67
Design Engineer	31.36	660.0	27.97%	8.77	24	42.86%	13.44	20	27.78%	8.71	8	50.00%	15.68				68	36.17%	11.34
Billing & Payroll	34.85	24.0	1.02%	0.35															
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TOTALS		2360.0	100%	\$40.68	56.0	100.00%	\$38.48	72.0	100%	\$44.05	16.0	100%	\$40.78	24.0	100%	\$42.05	188.0	100%	\$37.76

Local Public Agency

Lake County Division of Transportation

County

Lake

Section Number

21-00110-15-BT

Consultant / Subconsultant Name

BLA, Inc

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

SHEET 2 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Plans			Permits			Utility Coordination			Land Acquisition			Meetings			Phase III Coordination		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Principal	78.00	6	0.42%	0.33													2	5.00%	3.90
Dir of Prelim Design Svcs	78.00													6	3.90%	3.04			
Dir of Structural Eng	75.75	60	4.20%	3.18													2	5.00%	3.79
Dir of Environmental Svcs	56.56																		
Project Manager	49.14	192	13.43%	6.60	90	50.00%	24.57	4	16.67%	8.19	24	60.00%	29.48	74	48.05%	23.61	12	30.00%	14.74
Project Engineer	38.51	380	26.57%	10.23	70	38.89%	14.98	12	50.00%	19.26	16	40.00%	15.40	74	48.05%	18.51	20	50.00%	19.26
Structural Engineer	33.33	280	19.58%	6.53													4	10.00%	3.33
Design Engineer	31.36	512	35.80%	11.23	20	11.11%	3.48	8	33.33%	10.45									
Billing & Payroll	34.85																		
TOTALS		1430.0	100%	\$38.09	180.0	100%	\$43.03	24.0	100%	\$37.90	40.0	100%	\$44.89	154.0	100%	\$45.16	40.0	100%	\$45.02

Local Public Agency

County

Section Number

Lake County Division of Transportation

Lake

21-00110-15-BT

Consultant / Subconsultant Name

Job Number

BLA, Inc

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

SHEET 3 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	QC/QA			Administration											
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Principal	78.00	20	29.85%	23.28	12	17.39%	13.57									
Dir of Prelim Design Svs	78.00	25	37.31%	29.10												
Dir of Structural Eng	75.75	10	14.93%	11.31												
Dir of Environmental Svs	56.56															
Project Manager	49.14	12	17.91%	8.80	33	47.83%	23.50									
Project Engineer	38.51															
Structural Engineer	33.33															
Design Engineer	31.36															
Billing & Payroll	34.85				24	34.78%	12.12									
TOTALS		67.0	100%	\$72.49	69.0	100%	\$49.19	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



A Subsidiary of GZA



December 19, 2022

via email: jmitchell@bla-inc.com

Jennifer Mitchell, P.E., PTOE
Director of Preliminary Design Services
BLA, Inc.
333 Pierce Road, Suite 200
Itasca, IL 60143

**Re: Phase II Environmental Services – PSI and CCDD
LCDOT – Washington Street Multi-Use Path and Sidewalk Project
Sec. No. 21-00110-15-BT
Proposal No.: 81.P013122.23 (REV2)**

Dear Ms. Mitchell:

Huff & Huff, Inc., a subsidiary of GZA, Inc. (GZA) is pleased to submit this proposal to BLA, Inc. (Client) to provide Phase II environmental services in conjunction with the proposed improvement project, located along Washington Street between Mainsail Drive and Almond Road and with new sidewalk between Mainsail Drive and Sextant Drive, in the Village of Gurnee and Unincorporated Third Lake, Lake County, Illinois. Client has requested including completion of a Preliminary Site Investigation (PSI) and LPC-663 Form documentation for consideration of off-site final disposition of spoils at a clean Construction or Demolition Debris (CCDD) or Uncontaminated Soil Fill Operation (USFO) facility. This proposal presents our project understanding based on information provided by Client including our proposed the scope of services and we understand the associated fee is to be submitted at another time.

1. PROJECT UNDERSTANDING

Lake County Division of Transportation (LCDOT) originally sought preparation of Phase I preliminary engineering study, and an option to perform Phase II design engineering, in accordance with the Illinois Department of Transportation’s Bureau of Local Roads & Streets Policies & Procedures for County approval, for a new multi-use path along Washington Street between Mainsail Drive and Almond Road in the Village of Gurnee and Unincorporated Third Lake, Illinois. This scope represents the Phase II portion of the project after completion of Phase I. The project also includes a new sidewalk between Mainsail Drive and Sextant Drive on the north side of Washington Street. The work includes preparation and approval of a Project Development Report for County approval; field survey; plats and legal descriptions for right-of-way and easement acquisitions; identification of detention requirements; flood plain determination; wetland delineation; soils investigation; alternatives analysis, public involvement and an environmental assessment (PESA and PSI). Coordination with IDOT (ESR and Route 45), utility companies, permitting agencies and local communities will be part of the work. It is anticipated that local funds will be used for engineering and construction.

A Preliminary Environmental Site Assessment (PESA) was completed during Phase I, dated May 23, 2022, in which five (5) sites were identified as potentially impacted properties (PIPs), as documented below:

- GEOTECHNICAL
- ENVIRONMENTAL
- ECOLOGICAL
- WATER
- CONSTRUCTION MANAGEMENT

915 Harger Road
Suite 330
Oak Brook, IL 60523
T: 630.684.9100
F: 630.684.9120
www.huffnhuff.com
www.gza.com



Site ID	Site Name	Address	Reason(s)
6	Third Lake Marathon 136 / IL0082	34238 N Highway 45	AIR PERMITS / UST
7	CVS Pharmacy	34344 N Highway 45	RCRA
8	AMOCO / BP Products North America / Thornton's #308	34225 Route 45	SPILLS / LUST / UST / LUST DOCUMENT / RCRA / AIR PERMITS
14	Liberty Cleaners	34491 N Old Walnut Circle	DRYCLEANERS / RCRA
16	Township of Warren / Warren Township Highway Department	17801 Washington Street	UST / LUST / SPILLS / LUST DOCUMENT / IEPA DOCS

The PSI and CCDD scope is designed to address the sites identified as PIPs and also to provide full project corridor coverage for any areas where work is proposed with excavation and possibility of off-site soil disposal.

2. SCOPE OF SERVICES

Task 1 Preliminary Site Investigation (PSI) / CCDD

A. Soil Borings and Soil Sampling

It is anticipated that up to two (2) days of field effort will be required with up to twenty-one (21) soil borings completed in three project areas, including:

- Up to three (3) hand augers for sidewalk repairs along the north side of Washington Street, between Mainsail Drive and Sextant Drive;
- Up to thirteen (13) soil borings along the corridor of the proposed multi-use path including along the south side of Washington street from Mainsail Drive to US45 and along the north side of Washington Street from US45 to Almond Road; and
- Up to five (5) soil borings for sidewalk improvements along the south side of Washington Street from Tangueray Drive to Almond Road.

The soil borings are planned to be advanced with the aid of a drilling (GeoProbe) subcontractor and traffic control for safety of the work crew and the traveling public. The borings will be advanced and soil samples collected for field screening with a photoionization detector (PID) and select samples will be prepared in glassware provided by the laboratory for additional analysis to address sites identified as RECs/PIPs and for full project coverage of non-REC/PIP for soil disposal considerations. The depths of the soil borings will be dependent upon design details to account for depths of proposed disturbance. Consultant will finalize depths of planned borings prior to mobilization consistent with project plans as provided by Client, in conjunction with PESA findings. Currently it is estimated that borings will be advanced to depths ranging approximately 2 to 10 feet below ground surface. Samples will be collected in 2 to 5-foot intervals for field screening and select samples prepared for laboratory analysis as discussed below.

B. Analytical

A total of twenty-one (21) soil boring locations are proposed and we anticipate collecting one (1) sample for laboratory analysis from each boring. The soil samples will be analyzed for the contaminants of concern (COCs) per IDOT protocol for up to twelve (12) of the locations and the remaining locations for soil pH only. The samples analyzed for IDOT protocol include the following analytical parameters:

- 22 Total metals (Target Analyte List (TAL) minus Aluminum)
- SPLP/TCLP Metals (8 RCRA and Be, Co, Cu, Fe, Mn, Ni, and Zn)



- Volatile organic compounds (VOCs)
- Semi-volatile organic compounds (SVOCs)
- Soil pH

C. PSI Report Preparation

A report summarizing the results of the soil and sediment sample collection activities and analytical results will be prepared. This document will present information pertinent for the bidding documents regarding conditions of soils tested, handling and final disposition considerations, specifically including soil classifications per IDOT Article 669.05 for use in identifying quantities and pay items in the bidding specifications.

D. CCDD (LPC-Form) Documentation and CCDD Facility Coordination

The soil sample results will be compared to the Maximum Allowable Concentrations (MACs) associated with CCDD facility acceptance, including the soil pH range of 6.25 to 9.0. If results achieve the MAC values, H&H will prepare the LPC-663 document that will be signed/stamped by the H&H. Any locations that do not achieve the MACs (including soil pH range) will be identified as exclusion zones, not acceptable for CCDD facility disposal. We will submit the completed documentation to a minimum of three (3) CCDD facilities to see a review of the documentation and if acceptable, to provide pre-authorization letters, citing any facility specific restrictions, as applicable.

Task 2 – QA/QC

Time under this task includes QA/QC time for the project deliverables as described above.

Task 3 – Project Management

Time under this task includes project administration and management activities that include cost and schedule tracking, coordination with Client on authorized activities, document production and other in-house management activities.

3. PROJECT COSTS

Costs have been included utilizing IDOT Bureau of Local Roads and Streets CECS spreadsheets (BLR 05514 Rev 11/4/2022) in cost plus fixed fee (CPFF) format.

4. LEVEL OF EFFORT AND SCHEDULE

PSI and CCDD Task work will commence within five business days of project approval, with a target completion date of ten (10) weeks from the date of approval. This schedule can be adjusted to accommodate the schedule of the project owner to ensure milestones are met.

5. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

CONDITIONS OF ENGAGEMENT

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. GZA's report will be prepared on behalf of and for the exclusive use of Client. Client acknowledges and agrees that the report and the findings in the report shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without



the written consent of GZA. GZA would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties.

ACCEPTANCE

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to GZA. Issuance of a Purchase Order implicitly acknowledges acceptance of this proposal. This proposal is valid for a period of 30 days from the date of issue.

We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (630) 684-9100 with any questions.

Very truly yours,

Huff & Huff, Inc., a subsidiary of GZA, inc.

Jeremy J. Reynolds, P.G.
Associate Principal

Attachments: Terms and Conditions

This Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of _____.

By: _____

Title: _____

Printed/Typed Name: _____

Date: _____

The Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail delivery of a document in “.pdf” format, each such signature shall create a valid and binding obligation of the party executing the document, or on whose behalf each document is executed, with the same force and effect as if each such facsimile or “.pdf” signature were an original thereof.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Including Site Investigation, Remediation, Geotechnical, Construction, And Testing

© 2021 by GZA GeoEnvironmental, Inc.



These Terms and Conditions, together with GZA's Proposal, make up the Agreement between GZA and you, Client, named in the attached proposal.

BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND GZA.

1. Services. GZA will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in GZA's costs will be the subject of a negotiated amendment or change order.

2. Standard of Care; Warranties.

a. GZA will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality.

b. GZA warrants that its construction services will be of good quality, free of faults and defects and in conformance with the Proposal.

c. **EXCEPT AS SET FORTH IN SUBSECTIONS 2a AND 2b, ABOVE, NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY GZA'S PROPOSAL OR BY ANY OF GZA'S ORAL OR WRITTEN REPORTS.**

d. GZA assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.

3. Payment.

a. Except as otherwise stated in the Proposal, you will compensate GZA for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.

b. Any retainer specified in GZA's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.

c. GZA will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. GZA may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse GZA's costs of collecting overdue invoices, including reasonable attorneys' fees.

4. Your Responsibilities.

a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide GZA with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to GZA. Unless otherwise indicated in writing, GZA will be entitled to rely on documents and information you provide.

b. If you use the services of a construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:

(i) to indemnify and hold harmless, to the fullest extent permitted by law, you and GZA, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;



(ii) to name you and GZA as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and

(iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.

c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify GZA and GZA shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.

5. Right of Entry; Site Restoration. You grant GZA and its subcontractor(s) permission to enter the Site to perform the services. If you do not own the Site, you represent and warrant that the owner has granted permission for GZA to enter the Site and perform the services; you will provide reasonable verification on request; and you will indemnify GZA for any claims by the Site owner related to alleged trespass by GZA or its subcontractors. GZA will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site that may occur and you agree to compensate GZA for any restoration it is asked to perform, unless otherwise indicated in the Proposal.

6. Underground Facilities. GZA's only responsibility under this Section will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless GZA with respect to personal injury and property damages due to GZA's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:

(i) that are not correctly shown on any plans and information you or governmental authorities provide to GZA; or

(ii) that are not correctly marked by the appropriate utility.

7. Reliance. The services, information, and other data furnished by you shall be at your expense, and GZA may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA. **GZA'S REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO GZA.**

8. Lab Tests and Samples. GZA is entitled to rely on the results of laboratory tests using generally accepted methodologies. GZA may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate GZA for storage and/or shipping beyond 30 days.

9. GZA Professionals. GZA employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists collectively referred to in this section as "GZA Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of GZA or other contractor/consultant(s), which audit may require additional services, even though GZA and such GZA Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate GZA for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.

10. Hazardous Materials; GZA "Not a Generator". Before any hazardous or contaminated materials are removed from the Site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. GZA will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the Site. GZA will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. GZA will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold GZA harmless for any costs or liability incurred by GZA in defense of or in payment for any legal actions in which it is alleged that GZA is the owner, generator, treater, storer or disposer of hazardous waste.



11. Limits on GZA's Responsibility. GZA will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. GZA will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall GZA's professional activities nor the presence of GZA or its employees and subcontractors be construed to imply that GZA has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by GZA of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.

12. Changed Conditions.

a. You recognize the uncertainties related to environmental and geotechnical services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.

b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, GZA will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.

c. If no agreement can be reached, GZA will be entitled to terminate its services and to be equitably compensated for the services already performed. GZA will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond GZA's reasonable control, and you will compensate GZA for any resulting increase in its costs.

13. Documents and Information. All documents, data, calculations and work papers prepared or furnished by GZA are instruments of service and will remain GZA's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to GZA. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to GZA. Any technology, methodology or technical information learned or developed by GZA will remain its property. Provided GZA is not in default under this Agreement, GZA's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.

14. Electronic Media. In accepting and utilizing any drawings, reports and data on any form of electronic media generated by GZA, you covenant and agree that all such electronic files are instruments of service of GZA, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by GZA and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of GZA will be at the user's sole risk and without any liability to GZA.

15. Confidentiality; Subpoenas. Information about this Agreement and GZA's services and information you provide to GZA regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as GZA reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. GZA will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse GZA for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.

16. Insurance. During performance of the services, GZA will maintain workers compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. GZA will furnish you certificates of such insurance on request.

17. Indemnification. You agree to hold harmless, indemnify, and defend GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by GZA's negligence or willful misconduct.



18. Limitation of Remedies.

- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by GZA under this Agreement.
- b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
- c. Any claim will be deemed waived unless received by GZA within one year of substantial completion of the services.
- d. GZA will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary, or multiple damages.
- e. GZA will not be liable to you or the Site owner for injuries or deaths suffered by GZA's or its subcontractors' employees.
- f. You will look solely to GZA for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any GZA principal, officer, employee or agent.

19. Disputes.

- a. All disputes between you and GZA shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
- d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

20. Miscellaneous.

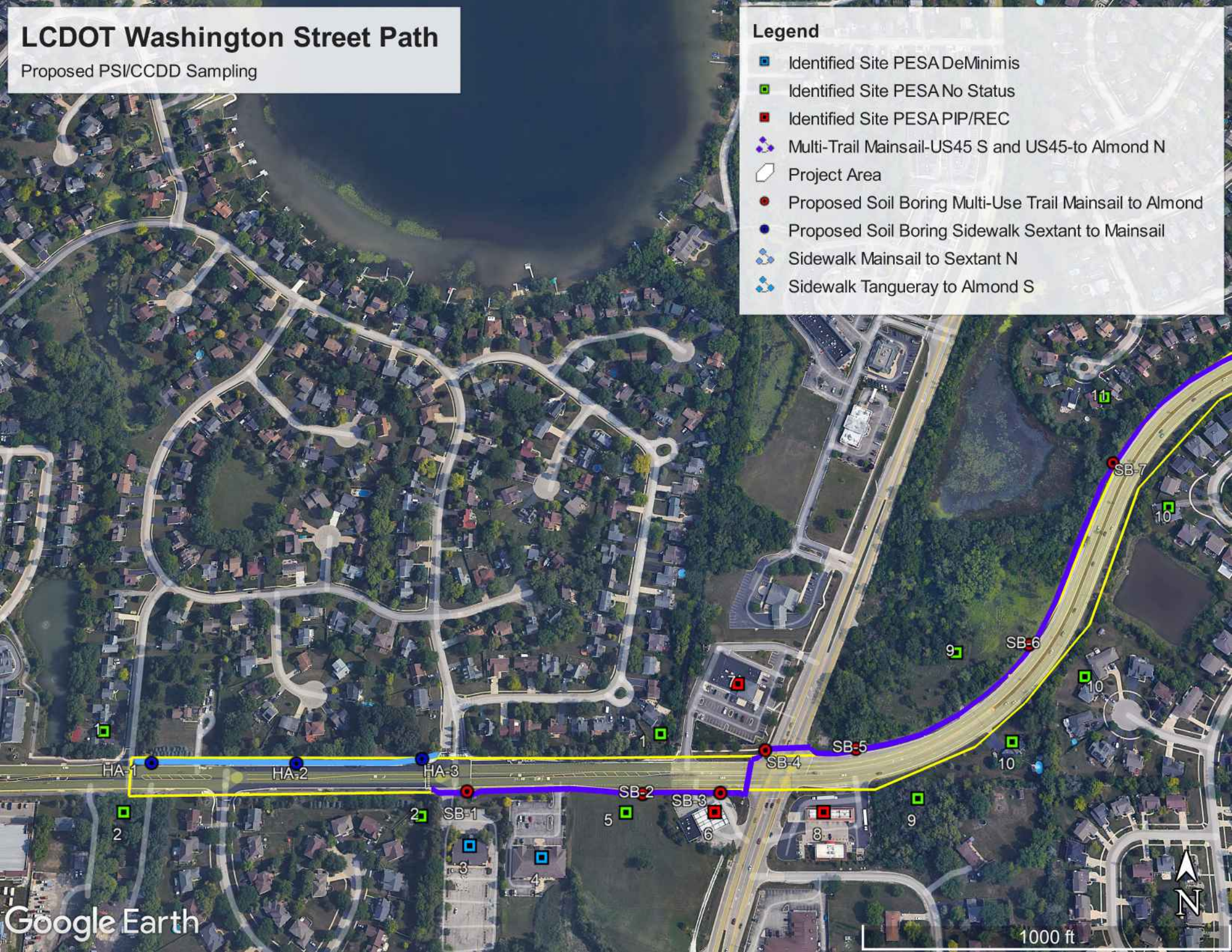
- a. Illinois law shall govern this Agreement.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.
- d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to GZA under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in GZA's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.

LCDOT Washington Street Path

Proposed PSI/CCDD Sampling

Legend

- Identified Site PESA DeMinimis
- Identified Site PESA No Status
- Identified Site PESA PIP/REC
- Multi-Trail Mainsail-US45 S and US45-to Almond N
- Project Area
- Proposed Soil Boring Multi-Use Trail Mainsail to Almond
- Proposed Soil Boring Sidewalk Sextant to Mainsail
- Sidewalk Mainsail to Sextant N
- Sidewalk Tangueray to Almond S



LCDOT - Washington Street

Proposed PSI/CCDD Sampling

Legend

- Identified Site PESA No Status
- Identified Site PESA DeMinimis
- Identified Site PESA PIP/REC
- Multi-Trail Mainsail-US45 S and US45-to Almond N
- Proposed Soil Boring Path Mainsail to Almond
- Proposed Soil Boring Sidewalk Tanqueray to Almond
- Sidewalk Tanqueray to Almond S



LCDOT - Washington Street

Proposed PSI/CCDD Sampling

Legend

- Identified Site PESA No Status
- Identified Site PESA DeMinimis
- Identified Site PESA PIP/REC
- Multi-Trail Mainsail-US45 S and US45-to Almond N
- Proposed Soil Boring Path Mainsail to Almond
- Proposed Soil Boring Sidewalk Tanqueray to Almond
- Sidewalk Tanqueray to Almond S





Local Public Agency Lake County Division of Transportation	County Lake	Section Number 21-00110-15-BT
Prime Consultant (Firm) Name BLA, Inc.	Prepared By JJR-H&H	Date 12/16/2022
Consultant / Subconsultant Name Huff & Huff, Inc., a subsidiary of GZA	Job Number TBD	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Phase II PSI/CCDD

PAYROLL ESCALATION TABLE

CONTRACT TERM	12	MONTHS		OVERHEAD RATE	190.00%
START DATE	12/20/2022			COMPLEXITY FACTOR	0
RAISE DATE	3/1/2023			% OF RAISE	2.00%
END DATE	12/19/2023				

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	12/20/2022	3/1/2023	2	16.67%
1	3/2/2023	1/1/2024	10	85.00%

The total escalation = 1.67%

Local Public Agency County **Section Number**

Lake County Division of Transportation Lake 21-00110-15-BT

Consultant / Subconsultant Name **Job Number**

Huff & Huff, Inc., a subsidiary of GZA TBD

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	1.67%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Associate Principal III	\$76.69	\$77.97
Associate Principal II	\$69.75	\$70.91
Associate Principal I	\$63.91	\$64.98
Seniort Consultant II	\$77.36	\$78.00
Senior Consultant I	\$43.81	\$44.54
Senior Project Manager III	\$66.11	\$67.21
Senior Project Manager II	\$53.81	\$54.71
Senior Project Manager I	\$50.82	\$51.67
Senior Landscape Architect	\$57.23	\$58.18
Senior Planning PM	\$53.97	\$54.87
Senior Technical Specialist I	\$50.61	\$51.45
Senior Scientist PM II	\$53.71	\$54.61
Senior Technical Scientist	\$51.13	\$51.98
Scientist PM II	\$48.38	\$49.19
Scientist PM I	\$42.00	\$42.70
Assistant PM Scientist	\$35.09	\$35.67
Environmental Engineer PM I	\$46.21	\$46.98
Geotechnical Engineer PM I	\$43.14	\$43.86
Architect PM	\$48.56	\$49.37
Assistant PM Engineert I	\$42.02	\$42.72
Engineer II	\$29.21	\$29.70
Engineer I	\$32.16	\$32.70
Scientist E1	\$29.75	\$30.25
Technical Graphics Technician	\$25.15	\$25.57
Administrative Manager	\$46.64	\$47.42
Senior Administrative Assistant	\$32.81	\$33.36
Lead Word Processor	\$40.46	\$41.13

Local Public Agency	County	Section Number
Lake County Division of Transportation	Lake	21-00110-15-BT
Consultant / Subconsultant Name	Job Number	
Huff & Huff, Inc., a subsidiary of GZA	TBD	

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
Total	0.00	0.00

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency
Lake County Division of Transportation

County
Lake

Section Number
21-00110-15-BT

Consultant / Subconsultant Name
Huff & Huff, Inc., a subsidiary of GZA

Job Number
TBD

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	300	\$0.63	\$187.50
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost	3	\$5.40	\$16.20
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)		\$3,000.00	\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)	1	\$7,521.60	\$7,521.60
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
PID Rental	Actual Cost per Day	2	\$100.00	\$200.00
Driller (2 days)			\$2,750.00	\$0.00
Lab Cost: VOC=\$90, SVOC=\$155, TAL Metals=\$12	5, SPLP Metals=\$120, TCLP Metals=\$120, pH\$16.8			\$0.00
Field Kit - Expendible Materials	Daily	2	\$30.00	\$60.00
TOTAL DIRECT COSTS:				\$7,985.30

Local Public Agency

Lake County Division of Transportation

County

Lake

Section Number

21-00110-15-BT

Consultant / Subconsultant Name

Huff & Huff, Inc., a subsidiary of GZA

Job Number

TBD

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE COMPLEXITY FACTOR

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Task 1 PSI/CCDD	7,985	80	2,867	5,446	946	8,500	17,759	63.94%
Task 2: QAQC	0	6	408	775	135	0	1,318	4.75%
Task 3: Project Administration	0	4	221	420	73	0	714	2.57%
Subconsultant DL							\$0.00	
Direct Costs Total ==>	\$7,985.30						\$7,985.30	28.75%
TOTALS		90	3,496	6,641	1,154	8,500	27,776	71.25%

10,137

Local Public Agency

Lake County Division of Transportation

County

Lake

Section Number

21-00110-15-BT

Consultant / Subconsultant Name

Huff & Huff, Inc., a subsidiary of GZA

Job Number

TBD

**AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Task 1 PSI/CCDD			Task 2: QAQC			Task 3: Project 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
Associate Principal III	77.97	0.0																	
Associate Principal II	70.91	4.0	4.44%	3.15				3	50.00%	35.46	1	25.00%	17.73						
Associate Principal I	64.98	4.0	4.44%	2.89				3	50.00%	32.49	1	25.00%	16.24						
Seniort Consultant II	78.00	0.0																	
Senior Consultant I	44.54	0.0																	
Senior Project Manager III	67.21	0.0																	
Senior Project Manager II	54.71	0.0																	
Senior Project Manager I	51.67	0.0																	
Senior Landscape Architect	58.18	0.0																	
Senior Planning PM	54.87	0.0																	
Senior Technical Specialist I	51.45	0.0																	
Senior Scientist PM II	54.61	0.0																	
Senior Technical Scientist	51.98	0.0																	
Scientist PM II	49.19	0.0																	
Scientist PM I	42.70	22.0	24.44%	10.44	20	25.00%	10.68				2	50.00%	21.35						
Assistant PM Scientist	35.67	0.0																	
Environmental Engineer PM I	46.98	7.0	7.78%	3.65	7	8.75%	4.11												
Geotechnical Engineer PM I	43.86	0.0																	
Architect PM	49.37	0.0																	
Assistant PM Engineer I	42.72	0.0																	
Engineer II	29.70	0.0																	
Engineer I	32.70	45.0	50.00%	16.35	45	56.25%	18.39												
Scientist E1	30.25	0.0																	
Technical Graphics Technician	25.57	7.0	7.78%	1.99	7	8.75%	2.24												
Administrative Manager	47.42	0.0																	
Senior Administrative Assistant	33.36	1.0	1.11%	0.37	1	1.25%	0.42												
Lead Word Processor	41.13	0.0																	
TOTALS		90.0	100%	\$38.84	80.0	100.00%	\$35.83	6.0	100%	\$67.94	4.0	100%	\$55.32	0.0	0%	\$0.00	0.0	0%	\$0.00

HUFF & HUFF, INC.
SUMMARY OF DIRECT COSTS
 Project: BLA LCDOT Washington St Path

						<u>DIRECT</u>
Task 1 - PSI/CCDD						
Trips	100 miles	x	3	x	\$ 0.625	= \$ 187.50
Tolls			3	x	\$ 5.40	= \$ 16.20
Field Kit	1 day	x	2	x	\$ 30.00	= \$ 60.00
PID	1 day	x	2	x	\$ 100.00	= \$ 200.00
VOC+5035	1 ea	x	12	x	\$ 90.00	= \$ 1,080.00
SVOC	1 ea	x	12	x	\$ 155.00	= \$ 1,860.00
TAL Metals	1 ea	x	12	x	\$ 125.00	= \$ 1,500.00
SPLP Metals	1 ea	x	12	x	\$ 120.00	= \$ 1,440.00
TCLP Metals	1 ea	x	12	x	\$ 120.00	= \$ 1,440.00
pH	1 ea	x	12	x	\$ 16.80	= \$ 201.60
						Task Total
						\$ 7,985.30
Cost/Sample	\$ 610.00					

Task 2 - QAQC						
			0	x	\$ -	= \$ -
						Task Total
						\$ -

Task 3 - Project Administration						
			0	x	\$ -	= \$ -
						Task Total
						\$ -

GRAND TOTAL \$ 7,985.30

HUFF & HUFF, INC.
SUMMARY OF SERVICES BY OTHERS
 Project: BLA LCDOT Washington St Path

OUTSIDE

Task 1 - PSI/CCDD

Driller (day)	2 x	\$ 2,750.00	=	\$ 5,500.00
Traffic Control (day)	2 x	\$ 1,500.00	=	\$ 3,000.00
		Task Total		\$ 8,500.00

Task 2 - QAQC

	0 x	\$ -	=	\$ -
		Task Total		\$ -

Task 3 - Project Administration

	0 x	\$ -	=	\$ -
		Task Total		\$ -

GRAND TOTAL \$ 8,500.00



JORGENSEN & ASSOCIATES, INC.

LAND SURVEYORS

Est. 1990

December 8, 2022

Ms. Jennifer Mitchell, P.E.
BLA, Inc.
333 Pierce Road
Suite 200
Itasca, Illinois 60143

Phase II Plat and Legal work for additional 4 parcels is
difference of Plat and Legal work for 24 parcels at 95,838 less
Phase I Plat and Legal work for 20 parcels of 73,152 = \$22,686.00

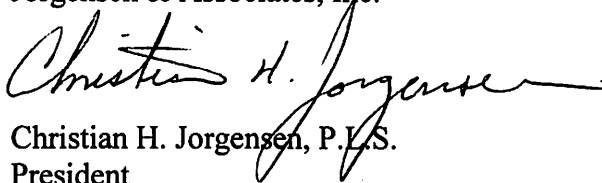
Re: Washington Street Phase II Land Acquisition Survey Proposal

Dear Ms. Mitchell:

Enclosed please find our proposal to prepare a statutory plat of highways and legal descriptions for the referenced project. Our proposal is based on your email of December 2nd.

Should you have any questions, comments or require any further information concerning our proposal, please feel free to call me at (847)356-3371.

Respectfully submitted,
Jorgensen & Associates, Inc.


Christian H. Jorgensen, P.L.S.
President

CHJ/pt

Enclosures

E:\BLA\Lake County\Washington St\Letter

SCOPE OF SERVICES

Land Acquisition Survey

General: Prepare a Plat of Highways and legal descriptions for 24 parcels.

The project involves land surveying to reference the highways center lines to public land lines, location of property boundaries, preparation of a statutory plat of highways and legal descriptions, monumentation of the proposed right of way and highways center lines. The preparation and recording of "Monument Record" documents for all U.S. public land survey monuments referenced in the plat of highways.

Search for and locate boundary monumentation and locate appraisal topography on all affected parcels.

Research at County Recorder for any pertinent boundary documentation. Provide and review title commitments, calculate parcel boundaries, proposed center line alignments and proposed right of way lines.

Prepare preliminary plat of highways and legal descriptions.

Monument center line alignments, proposed right of way, section corners and quarter corners.

Prepare final plat of highways and legal descriptions, submit to client for recording.

Route: Washington Street
Section: 21-00110-15-BT
County: Lake
Job No.:

Exhibit "A"

Payroll Burden & Fringe Costs

	<u>% of Direct Productive Payroll</u>
Federal Insurance Contributions Act _____	11.98%
State Unemployment Compensation _____	0.18%
Federal Unemployment Compensation _____	0.13%
Workmen's Compensation Insurance _____	1.08%
Paid Holidays, Vacation, Sick Leave, Personal Leave _____	11.18%
Bonus _____	6.61%
Pension _____	0.91%
Group Insurance _____	<u>38.11%</u>
Total Payroll Burden & Fringe Costs	70.18%

Route: Washington Street
Section: 21-00110-15-BT
County: Lake
Job No.:

Exhibit "B"

Overhead and Indirect Costs

	<u>% of Direct Productive Payroll</u>
Business Insurance _____	4.90%
Depreciation _____	11.95%
Indirect wages and salaries _____	42.72%
Reproductive and printing costs _____	0.14%
Office Supplies _____	2.54%
Computer Costs _____	5.49%
Professional Fees _____	3.30%
Telephone _____	1.88%
Fees, license & dues _____	1.37%
Repairs and maintenance _____	0.82%
Business space rent _____	5.07%
Facilities - capital _____	0.74%
Travel - Meals _____	0.28%
Survey Supplies _____	1.94%
Automobile/travel expense _____	2.78%
Miscellaneous Expense _____	0.41%
Gain on sale of assets _____	(6.66%)
Postage _____	0.12%
Educational & Professional Registrations _____	0.24%
Recruiting _____	0.49%
Small Equipment Expense _____	<u>0.27%</u>
 Total Overhead	 80.79%

PAYROLL ESCALATION TABLE ANNIVERSARY RAISES

FIRM NAME
PRIME/SUPPLEMENT
Prepared By

Jorgensen & Associates, Inc.
PRIME

DATE 12/08/22
PTB-ITEM # 0

CONTRACT TERM 12 MONTHS
START DATE 12/15/2022
RAISE DATE ANNIVERSARY

OVERHEAD RATE 150.97%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

6

CACULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

1.50%

The total escalation for this project would be: 1.50%

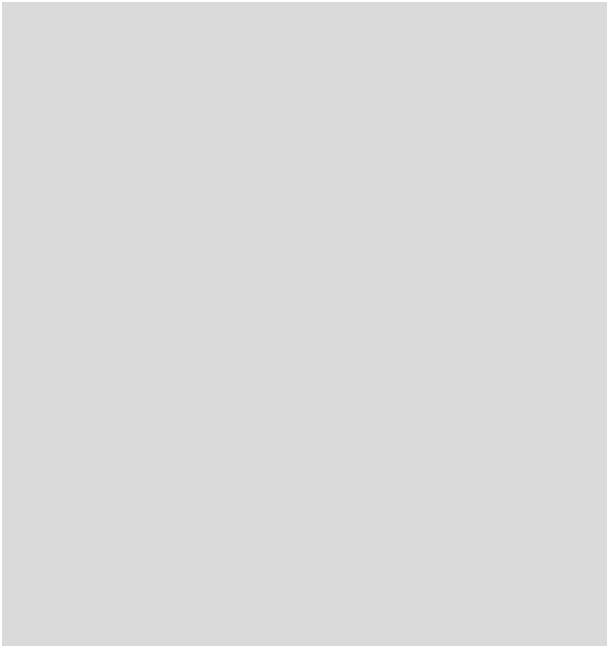
PAYROLL RATES

FIRM NAME Jorgensen & Associates DATE 12/08/22
 PRIME/SUPPLEMENT PRIME
 PTB-ITEM # 0

ESCALATION FACTOR **1.50%**

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Supervisor, P.L.S.	\$45.00	\$45.68
Survey Party Chief, P.L.S.	\$32.50	\$32.99
Instrument Operator	\$20.00	\$20.30
Cadd Supervisor	\$34.50	\$35.02
Administrative Assistant	\$24.75	\$25.12



**COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES**

Bureau of Design and Environment
Prepared By: Consultant

FIRM
PTB-ITEM#
PRIME/SUPPLEMENT

Jorgensen & Associates, Inc.
0
PRIME

OVERHEAD RATE 150.97%
COMPLEXITY FACTOR 0

DATE **12/08/22**

DBE DROP BOX	ITEM	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENF (C)	DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
		(A)	(B)	(C)	(D)	(E)	(G)	(H)	(B-G)	
	(1) Pre-Survey Phase	7	225	340	69	83	11,400	-	12,117	12.64%
	(2) Survey Reconnaissance	28	746	1,126	37	276		-	2,185	2.28%
	(3) Project Survey Plan	4	140	211		52		-	403	0.42%
	(4) First Submittal Plat of Highways & Descriptions	190	7,069	10,672		2,616		-	20,357	21.24%
	(5) Survey (Field)	426	11,350	17,135	335	4,200		-	33,020	34.45%
	(6) Survey (Office)	125	5,496	8,298		2,034		-	15,828	16.52%
	(7) Final Submittal Plat of Highways & Descriptions	20	724	1,093	377	268		-	2,462	2.57%
	(8) QC/QA	75	3,287	4,963		1,216		-	9,466	9.88%
		-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-
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		-	-	-	-	-	-	-	-	-
	Subconsultant DL					0				
	TOTALS	875	29,037	43,838	818	10,745	11,400	-	95,838	100.00%

72,875

DBE 0.00%

Phase II Plat and Legal work for additional 4 parcels is
difference of Plat and Legal work for 24 parcels at 95,838 less
Phase I Plat and Legal work for 20 parcels of 73,152 = \$22,686.00

AVERAGE HOURLY PROJECT RATES

FIRM Jorgensen & Associates, Inc.
 PTB-ITEM# 0
 PRIME/SUPPLEMENT PRIME

DATE 12/08/22

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			(1) Pre-Survey Phase			(2) Survey Reconnaissance			(3) Project Survey Plan			(4) First Submittal Plat of Highways & Descriptions			(5) Survey (Field)		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Supervisor, P.L.S.	45.68	211.0	24.11%	11.01									39	20.53%	9.38				
Survey Party Chief, P.L.S.	32.99	227.0	25.94%	8.56				14	50.00%	16.49							213	50.00%	16.49
Instrument Operator	20.30	227.0	25.94%	5.27				14	50.00%	10.15							213	50.00%	10.15
Cadd Supervisor	35.02	205.0	23.43%	8.20	5	71.43%	25.01				4	100.00%	35.02	151	79.47%	27.83			
Administrative Assistant	25.12	5.0	0.57%	0.14	2	28.57%	7.18												
		0.0																	
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TOTALS		875.0	100%	\$33.19	7.0	100.00%	\$32.19	28.0	100%	\$26.64	4.0	100%	\$35.02	190.0	100%	\$37.21	426.0	100%	\$26.64

AVERAGE HOURLY PROJECT RATES

FIRM Jorgensen & Associates, Inc.
PTB-ITEM # 0
PRIME/SUPPLEMENT PRIME

DATE 12/08/22
SHEET 2 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	(6) Survey (Office)			(7) Final Submittal Plat of Highways & Descriptions			(8) QC/QA			Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg									
Supervisor, P.L.S.	45.68	105	84.00%	38.37	5	25.00%	11.42	62	82.67%	37.76									
Survey Party Chief, P.L.S.	32.99																		
Instrument Operator	20.30																		
Cadd Supervisor	35.02	20	16.00%	5.60	12	60.00%	21.01	13	17.33%	6.07									
Administrative Assistant	25.12				3	15.00%	3.77												
TOTALS		125.0	100%	\$43.97	20.0	100%	\$36.20	75.0	100%	\$43.83	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

Route: Washington Street
 Section: 21-00110-15-BT
 County: Lake
 Job No.:

**Manhour Breakdown
 Land Acquisition Estimate**

Length of Project

Washington Street \pm 5,800' = \pm 1.098 miles
 Total Length \pm 5,800' = \pm 1.098 miles

24 Parcels: 5 Fee Simple, 2 Fee Simple & Temporary Easement, 1 Temporary Easement-A & B and 16 Temporary Easement

1.	Pre-Survey Phase		
	Research available records		
	a. Title Co.)	
)	
	b. Recorder's Office)	5 MH
)	
	c. I.D.O.T.)	
)	
	d. Utilities)	
)	
	e. Private Surveyors)	
)	
	f. Land Owners)	<u>2 MH</u>
		Sub-total Item # 1	7 MH
2.	Reconnaissance Survey	2 Men	28 MH

3.	Project Survey Plan		$\pm 2,640'$ /sheet - 4 sheets	
	a.	Alignment info)	
)	
	b.	Existing R.O.W. info)	
)	
	c.	Land line data)	
)	
	d.	Subdivision data)	4 sheets
				<u>4 MH</u>
			Sub-total Item #3	4 MH
4.	First Submittal Plat of Highways & Descriptions			
	a.	Ownership info)	
)	
	b.	Total holding boundaries)	
)	
	c.	Total holding area listing)	12 MH
)	
	d.	Private survey info)	
)	
	e.	Deed calculated closures)	
	f.	Layout and drafting	$\pm 600'$ /sht. ± 10 sheets	
		120 hours x 1 man =		120 MH
		Cover Sheet	1 sheet	
		1 hour x 1 man =		1 MH
		Index Sheet	1 sheet	
		3 hours x 1 man =		3 MH
		Alignment sheets	2 sheets	
		6 hours x 1 man =		6 MH
		Total Holding sheets	7 sheets	
		21 hours x 1 man =		21 MH
	g.	Legal descriptions	27 descriptions	<u>27 MH</u>
			Sub-total Item #4	190 MH

5.	Survey (Field)		
	a.	Measure existing R.O.W., property & section lines 124 hours x 2 men =	248 MH
	b.	Appraisal topography 69 hours x 2 men =	138 MH
	c.	Monument & reference section & quarter corners 4 hours x 2 men =	8 MH
	d.	Monument proposed R.O.W. lines 16 hours x 2 men =	<u>32 MH</u>
		Sub-total Item #5	426 MH
6.	Survey (Office)		
	a.	Compute traverse 11 hours x 1 man =	11 MH
	b.	Compute existing property lines 90 hours x 1 man =	90 MH
	c.	Compile appraisal topography 9 hours x 1 man =	9 MH
	d.	Compute proposed R.O.W. & easements 15 hours x 1 man =	<u>15 MH</u>
		Sub-total Item #6	125 MH

7.	Final Submittal Plat of Highways & Descriptions	
a.	Final drafting \pm 21 sheets 7 hours x 1 man =	7 MH
b.	Final descriptions 27 descriptions	2 MH
b.	Prepare & record Monument Records 4 Monument Records	8 MH
d.	Assembly of final papers	<u>3 MH</u>
	Sub-total Item #7	20 MH
8.	QC/QA	
a.	Check preliminary plats 21 sheets	55 MH
b.	Check preliminary legal descriptions 27 legal descriptions	11 MH
c.	Check final plats 21 sheets	7 MH
d.	Check final legal descriptions 27 legal descriptions	<u>2 MH</u>
	Total All Items	875 MH

Route: Washington Street
Section: 21-00110-15-BT
County: Lake
Job No.:

**Breakdown of
In House Direct Costs**

Item

1. Pre-Survey Phase

a. Trip to County Recorder – 1 each
± 30 miles/trip x 1 trip = ± 30 miles
± 30 miles @ \$0.62/mile = \$ 18.60

b. Deeds & Monument Records = \$ 50.00

Sub-total Item #1 \$ 68.60

2. Reconnaissance Survey

a. Trips to project site - 3 each
± 20 miles/trip x 3 trips = ± 60 miles
± 60 miles @ \$0.62/mile = \$ 37.20

5. Survey (Field)

a. Trips to project site - 27 each
± 20 miles/trip x 27 trips = ± 540 miles
± 540 miles @ \$0.62/mile = \$ 334.80

7. Final Submittal Plat of Highways & Descriptions

a. Trip to County Recorder	
± 30 miles/trip x 1 trip = ± 30 miles	
± 30 miles @ \$0.62/mile =	\$ 18.60
b. Record Monument Records	
4 Monument Records @ \$60 =	\$ 240.00
c. Mylar	
21 sheets @ \$5.00/sheet =	\$ 105.00
d. Deliver Final Papers to Lake County office	
± 22 miles/trip x 1 trip = ± 22 miles	
± 22 miles @ \$0.62/mile =	<u>\$ 13.64</u>
Total All Items	\$ 817.84

Route: Washington Street
Section: 21-00110-15-BT
County: Lake
Job No.:

**Breakdown of
Services by Others**

Item

1. Pre-Survey Phase

a. Commitments for Title Insurance 24 Commitments @ \$475.00 each =	\$ 11,400.00
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COMPANY NAME: Jorgensen & Associates, Inc.
PTB NUMBER:
TODAY'S DATE: 12/8/2022

Table with columns: ITEM, ALLOWABLE, UTILIZE W.O. ONLY, QUANTITY J.S. ONLY, CONTRACT RATE, TOTAL. Rows include Per Diem, Lodging, Air Fare, Vehicle Mileage, etc., ending with a TOTAL DIRECT COST of \$817.84.

*If other allowable costs are needed and not listed, please add in the above spaces provided.

LEGEND

W.O. = Work Order
J.S. = Job Specific

Jennifer Mitchell

From: Colette Tuman <ctuman@hlreng.com>
Sent: Tuesday, December 6, 2022 3:48 PM
To: Jennifer Mitchell
Cc: Jeni Lyon
Subject: Re: Request for Proposal
Attachments: Washington Street Appraisal and Negotiation Fees and Scopes 120622.pdf

Hi Jennifer,

Thank you for the opportunity to assist with this project. Attached are the appraisal and negotiation fees and scopes.

Please feel free to contact me if you have any questions.



Colette Tuman
Negotiator

Hampton Lenzini and Renwick Inc.
380 Shepard Drive | Elgin, IL | 60123
P 847.697.6700 | C 847.609.1081
hlrengineering.com
Work Hard • Have Fun • Give Back

On Fri, Dec 2, 2022 at 10:33 AM Jennifer Mitchell <jmitchell@bla-inc.com> wrote:

Hi Collette,

I hope our Thanksgiving was enjoyable! I am reaching out for another request for proposal, this time in Lake County.

We are in the process of completing our Phase I study for a multi-use path along Washington Street from Sextant Drive to Almond Road in Third Lake and Gurnee, IL. Since we have pretty much done the study, we know where and what right of way is anticipated. Enclosed is our summary of the properties with dimensioned takes or easements.

Can you please provide a written scope and fee for appraisals and negotiations of the 24 parcels?

The project is funded with local MFT funds; no federal funds anticipated. We anticipate a PH II NTP in February 2023, so a May/June start for appraisals would be expected.

Please advise if you need additional information and thank you for the consideration.

Jennifer Mitchell, P.E., PTOE, ENV SP

Director of Preliminary Design Services

BLA, Inc.

333 Pierce Road, Suite 200

Itasca, IL 60143

630-438-6400

630-688-1273 Cell

630-438-6444 Fax

Appraisal Scope

- Estimate the compensation to be paid by Lake County to individual property owners for the rights to be acquired for the Washington Street Non Motorized Improvement project.
- The reports will be prepared in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP). The reports will be presented in accordance with and are intended to comply with the reporting requirements as set forth in Standard 2-2. Supporting documentation will either be included in the report as addenda exhibits or held in our work files. The depth of discussion in the report will be specific to your needs.
- The definition of market value to be used in this report is the definition cited below.

The fair cash market value of a property in an eminent domain proceeding is that price which a willing buyer would pay in cash, and a willing seller would accept, when the buyer is not compelled to buy and the seller is not compelled to sell. In accordance with 49 CFR Part 24 and IDOT's Land Acquisition Policies and Procedures Manual, in opining on the value of the property before the taking, the appraiser shall disregard any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner. This situation is considered to be a hypothetical condition for the purposes of this appraisal. The use of this hypothetical condition may affect the assignment results.

Any decrease or increase in value caused by the actual acquisition of a part of the property must be considered in opining on the value of the remainder after taking. Such changes in value are parcel-specific.
- In the event of a partial acquisition where there is a remainder property, any appreciation or depreciation caused by the contemplated improvement shall be considered when determining the fair cash market value of the remainder. Any increase or decrease in value caused by the actual acquisition of a part of the property must be considered in estimating the value of the remainder after taking.
- Research will be completed to identify appropriate market data.
- Information will be obtained from public and private sources including our files and available public records (e.g. city, county and township records). When possible, information will be verified by someone directly involved in the sale. At a minimum, sales will be verified by a public record.
- If compliance with all USPAP requirements is not possible and a Jurisdictional Exception is used the exception must be explained by indicating what USPAP rule is being broken and the valid reason for the non-compliance.
- The appraisal reports and, if necessary, appraisal review reports will be completed by Illinois Certified General Appraisers who are on the approved IDOT Appraiser lists.

Negotiation Scope

- The negotiator will personally contact the property owner(s) and offer to meet in-person to discuss the project and the acquisition process.
- The negotiator will personally present the approved fair market value of the property (offer to purchase) to the property owner(s).
- The negotiator will document all efforts in the Negotiator's Report which shall contain the names and addresses of all interested parties and, if necessary, a recommendation for further action. The negotiator shall maintain and submit this completed report to the Client upon request.
- The negotiator will personally contact the property owner(s) a minimum of three times before determining that a parcel cannot be successfully negotiated. If condemnation is unavoidable, the negotiator will continue to attempt to negotiate a settlement until the petition to condemn the parcel has been filed, and will be available in the event a settlement is reached.
- The negotiator will review title exceptions and obtain "clear" title.
- The negotiator will obtain proper documentation to secure an adequate interest for the purpose for which it is being acquired.
- The negotiator will be available to meet with Client personnel regarding status.
- The negotiator's files will be available for review by the Client.
- Negotiations will be performed in compliance with IDOT Land Acquisition Policies and Procedures.
- Negotiation services will include obtaining right-of-way certification by IDOT, if required.

**Third Lake and Gurnee, Lake County
Washington Street; Sextant Drive to Almond Road**

Parcel	Property Type	Take	TE	APPRAISAL FEE	NEGOTIATION FEE*
06-24-400-008	Cemetary	x		\$3,000.00	\$3,500.00
06-24-400-018	Residential	x		\$2,300.00	\$3,500.00
07-19-100-028	Residential	x	x	\$2,300.00	\$3,500.00
07-19-111-036	HOA		x	\$2,300.00	\$3,500.00
07-19-116-011	Residential		x	\$2,300.00	\$3,500.00
07-19-116-012	Residential		x	\$2,300.00	\$3,500.00
07-19-116-013	Residential		x	\$2,300.00	\$3,500.00
07-19-116-015	Residential		x	\$2,300.00	\$3,500.00
07-19-116-016	Residential		x	\$2,300.00	\$3,500.00
07-19-200-008	Residential	x		\$2,300.00	\$3,500.00
07-19-200-010	Horse Property	x		\$3,000.00	\$3,500.00
07-19-300-059	Pub		x	\$3,000.00	\$3,500.00
07-19-300-078	Vacant		x	\$2,300.00	\$3,500.00
07-19-300-080	Medical Office		x	\$2,500.00	\$3,500.00
07-19-300-083	Gas Station	x	x	\$3,000.00	\$3,500.00
07-19-300-085	Vacant	x	x	\$2,300.00	\$3,500.00
07-19-301-086	Gas Station		x	\$3,000.00	\$3,500.00
07-19-307-004	Residential		x	\$2,300.00	\$3,500.00
07-19-307-005	Residential		x	\$2,300.00	\$3,500.00
07-19-307-006	Residential		x	\$2,300.00	\$3,500.00
07-19-307-007	Residential		x	\$2,300.00	\$3,500.00
07-19-307-008	Residential		x	\$2,300.00	\$3,500.00
07-19-307-009	Residential		x	\$2,300.00	\$3,500.00
07-19-307-010	Residential		x	<u>\$2,300.00</u>	<u>\$3,500.00</u>
			SUBTOTAL	\$58,900.00	\$84,000.00
			TOTAL		\$142,900.00

*Negotiation Fee does not include fees for title commitments, updated title commitments, title insurance policies, recording fees and lender and trustee administrative (processing) fees.

12/6/2022