

Municipality	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>	<b>C O N S U L T A N T</b>	Name TranSystems Corporation
Township				Address 1475 E Woodfield Road Suite 600
County Lake County – Division of Transportation		City Schaumburg		
Section 03-00070-06-CH		State IL		

**Preliminary Engineering  
Services Agreement  
For  
Non-Motor Fuel Tax Funds**

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

**Section Description**

Name Wilson Road

Route CH7(V58) Length \_\_\_\_\_ Mi. \_\_\_\_\_ FT (Structure No. \_\_\_\_\_ )

Termini at Nippersink Road

Description:  
Wilson Road at Nippersink Road - Phase 2 Design Engineering for Intersection Improvement.

**Agreement Provisions**

**The Engineer Agrees,**

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

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

**The LA Agrees,**

1. To ~~pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT according to the following method indicated by a check mark:~~
  - a.  A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
  - b.  A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

~~Schedule for Percentages Based on Awarded Contract Cost~~

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

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

2. To pay for all services rendered in accordance with this AGREEMENT at the actual cost of performing such work plus   \*   percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at the ENGINEER's actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided in section 1 of the ENGINEER AGREES. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus an additional service charge of up to five (5) percent.

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

**The Total Not-to-Exceed Contract Amount shall be \$782372.98**

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

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

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in sections 1 and 3 of the ENGINEER AGREES and prior to the completion of such services, the LA shall reimburse the ENGINEER for the ENGINEER's actual costs plus \* percent incurred up to the time the ENGINEER is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of the LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of the ENGINEER AGREES, ~~after they have been approved by the DEPARTMENT~~, the LA will pay the ENGINEER for such changes on the basis of actual cost plus \* percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of the LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of the ENGINEER's responsibility to prepare a complete and adequate set of plans and specifications.

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#### **It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with section 4 of the LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA ~~and their approval by the DEPARTMENT~~, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA ~~and the DEPARTMENT~~.
4. That the ENGINEER warrants that the ENGINEER has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that the ENGINEER's has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

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

Executed by the LA:

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

ATTEST: State of Illinois, acting by and through its

By County Board

Lake County Clerk

(Seal)

By  
Title Chairman of the County Board

RECOMMENDED FOR EXECUTION

Paula J. Trigg, P.E.  
Director of Transportation/County Engineer  
Lake County

Executed by the ENGINEER:

TransSystems Corporation  
Engineering Firm  
1475 East Woodfield Road Suite 600

Street Address  
Schaumburg IL 60173  
City, State

ATTEST:

By  
Title Vice President

By  
Title Senior Vice President

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

**EXHIBIT A**

**SCOPE OF SERVICES**

## **EXHIBIT A - PROJECT SCOPE OF SERVICES**

Wilson Road at Nippersink Road  
Phase II Engineering  
Lake County Division of Transportation  
Section 03-00070-06-CH  
December 11, 2013

The intersection of Wilson Road and Nippersink Road is to be improved. Nippersink Road is under the jurisdiction of Grant Township and Wilson Road is under the jurisdiction of the Lake County Division of Transportation (LCDOT).

The project consists of providing design engineering services for the preparation of contract plans and documents for the intersection improvements at Wilson Road and Nippersink Road, including a compensatory storage sight in the southeast corner of the intersection. The following is a summary of the items that are included in the proposed scope of services: Coordination, Survey, Geotechnical, Structural, Permitting, Preliminary Plans, Pre-Final Plans, Final Plans, Right-of-Way Acquisition, Phase 3 Support, and Project Administration. Please note that it was assumed that no TS&Ls and no IDOT reviews of the retaining walls on the project will be necessary. In addition, no landscaping or aesthetic features will be designed for this project:

### **1. Coordination**

- a. Meet and coordinate with LCDOT (Eight meetings assumed).
- b. Meet and coordinate with the Lake County Stormwater Management Commission (LCSMC) (Three meetings assumed).
- c. Meet and coordinate with Grant Township (Three meetings assumed).
- d. Meet and coordinate with the Village of Round Lake (Three meetings assumed).
- e. Meet and coordinate with Big Hollow School (Three meetings assumed).
- f. Coordinate with utility companies regarding utility relocations. Plans to be submitted to utility companies at the preliminary, pre-final, and final submittals. In addition, meet with utility companies regarding utility relocations after plan submittals (Three meetings assumed).
- g. No public meetings are anticipated.

### **2. Survey**

- a. Initial field survey was conducted during Phase I study. Horizontal and vertical control was established in Phase I.
- b. Tree survey will not be conducted during Phase II.
- c. Stake proposed centerline on Wilson Road and Nippersink Road every 100 feet once plans approved.
- d. Conduct survey for control point ties.
- e. Conduct full topographic survey field check.
- f. Conduct pick-up survey based on field check.
- g. Conduct survey of structure boring locations.
- h. Complete digital terrain model, incorporating Phase I full survey and pick-up survey.

### **3. Geotechnical**

Geotechnical drilling services including laboratory testing and engineering analysis and recommendations are to be provided by Wang Engineering (see attached scope).

- a. Complete pavement design for Wilson Road at Nippersink Road incorporating geotechnical results.
- b. Incorporate geotechnical recommendations into contract plans as necessary.

## **EXHIBIT A - PROJECT SCOPE OF SERVICES**

Wilson Road at Nippersink Road  
Phase II Engineering  
Lake County Division of Transportation  
Section 03-00070-06-CH  
December 11, 2013

### **4. Structural Design**

- a. Prepare a Wall Type Study and Concept Plan for the two retaining walls at the northwest and southeast corners of the Wilson Road and Nippersink Road Intersection.

### **5. Permitting**

- a. Wetland delineation was conducted during Phase I in June 2010. A wetland delineation report was prepared in Phase I by Hey. Huff & Huff will re-delineate Site 4 and an addendum will be prepared. A jurisdictional determination was completed by Lake County Stormwater Management Commission on November 22, 2010. An updated jurisdictional determination will be prepared. Wetland banking will be used by the County as mitigation of wetland impacts. Coordinate wetland banking with LCDOT.
- b. Prepare Section ACOE 404 and IEPA 401 Permit for wetland impacts (Prepared by subconsultant: Huff & Huff, Inc.) Provide engineering services and clarify questions or comments for submittal of 404 Permit Joint Application.
- c. Prepare NRCS Wetland Permit.
- d. Update initial PESA (by Huff and Huff, Inc) and provide PESA Response.
- e. Preliminary Site Investigation (PSI)/CCDD will be completed by Huff & Huff, Inc. Incorporate recommendations into contract plans.
- f. Submit application for NPDES Permit including Storm Water Pollution Prevention Plan and Notice of Intent.
- g. Prepare preliminary LCSMC Watershed Development Ordinance (WDO) permit including narrative and exhibits. Prepare permits for the following:
  1. Modifying watercourse draining 20 or more acres is required.
  2. Improvement within a floodplain is required.
  3. Detention is not required.
  4. Disturbing a total of 1 acre or more of wetland is not required; however, a Section 404 Individual Permit may still be required from the ACOE because the project may not qualify for a Section 404 Regional Permit. See attached Huff and Huff proposal for details.
  5. Soil erosion and sediment control is required.
  6. Water quality measures are required.
- h. Prepare revised WDO permit, based on comments received from LCSMC. Submit pre-final WDO permit to LCSMC.
- i. Submit final WDO permit to LCSMC.
- j. The Biological Resources signoff will need to be updated in Phase II.
- k. A Cultural Resources Sign-off will be received in Phase I.
- l. All permit fees will be paid by the County.

### **6. Preliminary Plans**

- a. It is anticipated that the following sheets will be included in the contract plans. The plans will not include any special aesthetic features or treatments. All retaining walls will utilize the County standard form liner. Typical tree replacement and landscaping will be utilized using County preferred landscaping elements. No design services by a landscape architect will be provided.

**EXHIBIT A - PROJECT SCOPE OF SERVICES**

Wilson Road at Nippersink Road  
Phase II Engineering  
Lake County Division of Transportation  
Section 03-00070-06-CH  
December 11, 2013

Sheet Description	No. of Sheets
Title Sheet	1
General Notes	1
Summary of Quantities	6
Existing and Proposed Typical Sections	4
Schedule of Quantities	10
Alignment, Ties and Benchmarks	2
Plan, Profile, Drainage, Utilities, Pavement Marking, Signing and Landscaping (1"=20')	9
Traffic Control Typical Sections	4
Suggested Staging Plan	21
Erosion and Sediment Control Plan (1"=20')	5
Compensatory Storage Grading Plan (1"=20')	1
Right-of-Way Plans	5
Intersection Paving Plan (1"=20')	1
Wilson Road at Nippersink Road Traffic Signal Plans (1"=20')	2
Wilson Road at Nippersink Road Cable Plans, Sequence of Operations, and Schedule of Quantities	2
Traffic Signal Details	6
Structural Retaining Wall Plans	
-General Plan & Elevation	2
-General Data	2
-Construction Staging	2
-Plan and Elevation	6
-Cross Section and Details	2
-Moment Slab Plan and Elevation	6
-Railing Details	2
-Boring Logs	10
Project Details	2
Lake County Highway Standards	20
IDOT Details	20
Cross Sections (@ 50 ft stations, 1"=5' horizontal, 1"=5' vertical)	<u>32</u>
<b>Totals</b>	<b>197</b>

## **EXHIBIT A - PROJECT SCOPE OF SERVICES**

Wilson Road at Nippersink Road

Phase II Engineering

Lake County Division of Transportation

Section 03-00070-06-CH

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- b. Prepare quantity calculations, estimate of cost based on current contract unit prices and estimate of construction time.
- c. Prepare contract specifications including supplemental, recurring, Guide Bridge, BDE, LCDOT, IDOT District 1, SWPP, permits, and project special provisions including status of utilities to be adjusted in LCDOT format.
- d. Submit preliminary plans, estimate of cost, estimate of time and contract specifications to the County, LCSMC and utility companies for review.
- e. Perform independent Quality Assurance/Quality Control review of preliminary plans and documents.

### **7. Pre-Final Plans**

- a. Prepare pre-final contract plans and documents based on comments received on preliminary plans.
- b. Update summary of quantities, estimate of cost and estimate of time for pre-final submittal.
- c. Update contract specifications for pre-final submittal.
- d. Submit pre-final plans, estimate of cost, estimate of time and contract specifications to the County, LCSMC and utility companies for review.
- e. Perform independent Quality Assurance/Quality Control review of final plans and documents.

### **8. Final Plans**

- a. Update final contract plans and documents based on comments received on pre-final plans.
- b. Update summary of quantities, estimate of cost and estimate of time for final submittal.
- c. Update contract specifications for final submittal.
- d. Submit final plans, estimate of cost, estimate of time and contract specifications to the County, LCSMC and utility companies for review.
- e. Perform independent Quality Assurance/Quality Control review of final plans and documents.
- f. Submit final plans, specs, cost estimate, and quantity calculations in electronic (.dgn and .pdf) format to the County.

### **9. Right-of-Way Acquisition Services**

- a. Plat of highways will be prepared by Jorgensen & Associates, Inc. detailed in the attached proposal.
- b. Negotiations, appraisals and review appraisals will be performed by Mathewson Right of Way Company detailed in the attached proposal.
- c. Provide engineering services and clarify questions or comments identified in the plat of highways and negotiation process.

### **10. Phase III Support**

- a. Attend pre-construction meeting.
- b. Provide engineering services to review shop drawings, attend on-site meetings, answer questions about the intent of the design, and offer assistance to make design changes necessary during construction of the project.

**EXHIBIT A - PROJECT SCOPE OF SERVICES**

Wilson Road at Nippersink Road

Phase II Engineering

Lake County Division of Transportation

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11. **Project Administration**
  - a. Provide internal project management and staffing
  - b. Prepare monthly invoices
  - c. Maintain project schedule in Microsoft Project

**EXHIBIT B**

**COST ESTIMATE OF CONSULTANT SERVICES**

**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME TranSystems Corporation  
PRIME/SUPPLEMENT \_\_\_\_\_

DATE 12/04/13  
PTB NO. \_\_\_\_\_

CONTRACT TERM 24 MONTHS  
START DATE 3/1/2014  
RAISE DATE 4/1/2014

OVERHEAD RATE 149.77%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

**ESCALATION PER YEAR**

3/1/2014 - 4/1/2014
1 ----- 24

4/2/2014 - 4/1/2015
12 ----- 24

4/2/2015 - 3/1/2016
11 ----- 24



= 4.17%  
= 1.0429

51.50%

48.62%

**The total escalation for this project would be:**

**4.29%**





## AVERAGE HOURLY PROJECT RATES

**FIRM** TranSystems Corporation  
**PSB** \_\_\_\_\_  
**PRIME/SUPPLEMENT** \_\_\_\_\_

**DATE** 12/04/13

**SHEET** 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Coordination			Survey			Geotechnical			Structural Design			Permitting		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer 5 (E5)	70.00	0																	
Engineer 4 (E4)	70.00	712	16.37%	11.46	116	48.33%	33.83				10	22.73%	15.91	16	12.50%	8.75	36	13.24%	9.26
Engineer 3 (E3)	54.47	1112	25.57%	13.93	108	45.00%	24.51	12	7.50%	4.09	24	54.55%	29.71	32	25.00%	13.62	60	22.06%	12.02
Engineer 2 (E2)	41.25	866	19.91%	8.21	16	6.67%	2.75	36	22.50%	9.28	10	22.73%	9.37				60	22.06%	9.10
Engineer 1 (E1)	31.42	956	21.98%	6.91				16	10.00%	3.14				80	62.50%	19.64	116	42.65%	13.40
Surveyor 3 (S3)	34.31	48	1.10%	0.38				48	30.00%	10.29									
Surveyor 1 (S1)	20.34	48	1.10%	0.22				48	30.00%	6.10									
Technician 3 (T3)	34.83	583	13.41%	4.67															
Technician 1 (T1)	20.21	0																	
Administrative 2 (A2)	29.58	24	0.55%	0.16															
		0																	
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<b>TOTALS</b>		4349	100%	\$45.94	240	100.00%	\$61.10	160	100%	\$32.90	44	100%	\$55.00	128	100%	\$42.01	272	100%	\$43.78

## AVERAGE HOURLY PROJECT RATES

**FIRM** TranSystems Corporation  
**PSB** \_\_\_\_\_  
**PRIME/SUPPLEMENT** \_\_\_\_\_

**DATE** 12/04/13

**SHEET** 2 **OF** 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Preliminary Plans			Pre-final Plans			Final Plans			Right-of-Way Services			Phase III Support			Project 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	Hours	% Part.	Wgt'd Avg
Engineer 5 (E5)	70.00																		
Engineer 4 (E4)	70.00	198	10.45%	7.32	114	12.04%	8.43	30	9.49%	6.65	36	50.00%	35.00	60	45.45%	31.82	96	66.67%	46.67
Engineer 3 (E3)	54.47	424	22.39%	12.19	238	25.13%	13.69	82	25.95%	14.13	36	50.00%	27.24	72	54.55%	29.71	24	16.67%	9.08
Engineer 2 (E2)	41.25	424	22.39%	9.23	238	25.13%	10.37	82	25.95%	10.70									
Engineer 1 (E1)	31.42	424	22.39%	7.03	238	25.13%	7.90	82	25.95%	8.15									
Surveyor 3 (S3)	34.31																		
Surveyor 1 (S1)	20.34																		
Technician 3 (T3)	34.83	424	22.39%	7.80	119	12.57%	4.38	40	12.66%	4.41									
Technician 1 (T1)	20.21																		
Administrative 2 (A2)	29.58																24	16.67%	4.93
<b>TOTALS</b>		1894	100%	\$43.58	947	100%	\$44.76	316	100%	\$44.05	72	100%	\$62.24	132	100%	\$61.53	144	100%	\$60.67

EXHIBIT C

SUBCONSULTANT SERVICES

Wang

December 4, 2013

Mr. Joseph W. Cwynar, P.E.  
Project Manager  
TranSystems  
1475 East Woodfield Road, Suite 600  
Schaumburg, IL 60173

Re: Proposal – Geotechnical Investigation  
Wilson Road at Nippersink Road Intersection Improvement Project  
Lake County Division of Transportation  
Lake County, Illinois  
Wang No. P131121

Dear Mr. Cwynar:

Wang Engineering, Inc. (Wang) is pleased to present our proposal to provide geotechnical drilling, laboratory testing, engineering analyses, and recommendations for the reconstruction, widening, and resurfacing of the Wilson Road at Nippersink Road intersection in Lake County, Illinois.

The following describes our proposed scope of work, cost estimate, and assumptions made in developing the cost estimate.

## **SCOPE OF WORK**

Wang understands the improvements include reconstruction, widening, and resurfacing of Wilson Road and Nippersink Road. Construction will include shared-use paths along the east side of Wilson Road north of the intersection and along the south side of Nippersink Road both east and west of the intersection. Retaining walls of heights ranging from 5 to 12 feet are proposed to be located along the west side of Wilson Road north of the intersection and along the east side of Wilson Road south of the intersection. Moreover, two new box culverts are proposed at Wilson Road.

Based on the scope of design work, Wang proposes the following subsurface investigation program.

- 6 roadway borings to 10 feet below ground surface (bgs) spaced at 300 feet intervals along Wilson and Nippersink roadway alignments
- 4 pavement cores at preselected locations along Wilson and Nippersink roadway alignments;
- 4 culvert borings to 15 and 30 feet bgs, one at each proposed box culvert ends;
- 14 retaining wall borings to 30 feet bgs spaced at 75 feet intervals along the proposed wall alignments;

- 6 peat sounding borings to 15 feet bgs;

**Desk Study and Site Visit** --- As per IDOT's "All Geotechnical Manual Users Memorandum 05.2" (AGMU 05.2, September 26, 2005, Sections 5.3.5.2 and 5.3.5.3) and "Geotechnical Manual" (1999), Wang will study and analyze existing roadway and foundation drawings, bridge condition or inspection reports, boring logs, and subsurface geological information to check for factors that might impact the proposed engineering works. Ground surface features, potential construction limitations and impacts on nearby structures, evidence of distress or deformation in the existing pavements and foundations, and signs of settlement will be examined during our site visit.

**Geotechnical Drilling Services** — Wang will provide equipment, labor, and associated materials to drill and sample roadway and structure borings. The borings will be completed with hollow stem augers. The structure borings will be sampled with 1.5-foot long split barrel samplers at 2.5-foot intervals to 30 feet bgs and at 5.0-foot intervals thereafter. If soft soils are encountered, Wang will obtain Shelby tube samples in the same borehole. Roadway borings will be continuously sampled to 10 feet bgs. Each borehole will be backfilled with bentonite chips.

**Peat Delineation** -- If highly compressible soils (soft organic clay, peat, muck) are encountered during the initial roadway investigation, their lateral and vertical extent will be investigated by drilling peat delineation borings and recommendations for subgrade treatment will be provided. For estimating purposes, we have included 6 peat sounding borings in the exploration program.

**Pavement Coring Services** — Wang will provide equipment, labor, and associated materials to obtain 4 pavement cores. The core will be obtained using a 4-inch diameter diamond-impregnated core barrel. The core will be described and photographed immediately after retrieval.

**Field Supervision** — Before drilling, Wang will layout the borings and clear utilities through JULIE. A field soils engineer will monitor drilling activities, maintain daily field notes, log the soil boring, as well as receive, classify, and prepare soil samples for laboratory analysis. The field engineer will perform penetrometer and Rimac unconfined compressive strength tests on cohesive soil samples; he will also observe the groundwater level in boreholes. State Plane northing and easting coordinates of the as-drilled boring locations will be surveyed with a mapping-grade Trimble GeoXH GPS unit.

**Laboratory Testing** — The soils-testing program will include natural moisture content, Atterberg limits, and particle size analyses. Unconfined compressive strength and consolidation testing will be completed on select samples, if necessary.

**Engineering Analysis and Recommendations** — Three structure and one roadway geotechnical reports will be prepared.

Structure Geotechnical Reports (SGR) will include a detailed description of the project, field and laboratory testing procedures, a characterization of the soil and groundwater conditions, site and regional geology. Analyses for foundation type, drilled shaft and pile capacity and settlement evaluations, recommendations for foundation design and construction, seismic site classification, slope and global stability analyses, as well as criteria and procedures for temporary excavation, dewatering, backfilling, and compaction will be provided. The SGR will be prepared per IDOT's AGMU 05.2 and other IDOT resources as applicable. LRFD foundation analyses will follow IDOT's Bridge Manual. The report will also present a site location map, boring and coring location plan, a geology map, a summary of laboratory test results.

The Roadway Geotechnical Report (RGR) will be prepared following IDOT guidelines presented in the 1999 Geotechnical Manual. In general, the RGR will include a detailed description of soil and groundwater conditions encountered, field and laboratory testing procedures and results, and geotechnical engineering analyses performed, and recommendations and criteria for the design and construction of the proposed roadway improvements. The report will also include site location map, boring location plan, soil profiles, boring logs, and pavement core photographs.

One original and five copies of the reports will be provided.

## **SCHEDULING**

Wang will start the project expediently upon prior authorization to proceed. We anticipate that, after utility clearance and access agreements, nine working days would be necessary to complete the drilling and coring phase of the project. The laboratory-testing program will proceed concurrently with the drilling activities and will be concluded within two weeks after drilling completion. The draft SGR and RGR reports will be submitted within three to four weeks after the completion of the testing program.

## **ESTIMATED COST**

Wang proposes to provide the above tasks on time and expense basis according to the attached cost estimate. This cost estimate was prepared assuming the following conditions:

- Drilling unit costs are considered prevailing rate under the Prevailing Wage Act (820 ILCS 130/0.01),
- Traffic control will be necessary and has been included in the cost estimate,
- An ATV mounted drill rig is necessary to access boring locations for the Retaining Wall Borings
- A TMR rig will be used to access the remaining borings
- Access through Forest Preserve property for retaining wall borings will not require access permitting, and
- No hazardous materials are encountered.

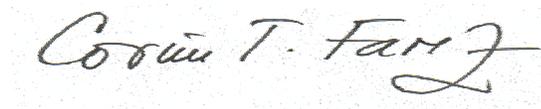
## INSURANCE

Attached is a sample of our Certificate of Insurance. Additional insurance beyond our standard coverage is not included in our cost estimate and will be considered as reimbursement item.

Wang Engineering, Inc. appreciates the opportunity to present this proposal. Please call us if you have any questions or if you require additional information regarding this proposal.

Sincerely,

WANG ENGINEERING, INC.

A handwritten signature in black ink that reads 'Corina T. Farez'.

Corina T. Farez, P.E., P.G.  
Vice President

A handwritten signature in black ink that reads 'Nathan Davis'.

Nathan Davis  
Engineering Geologist

Attached: Cost Estimate of Consultant Services  
Direct Cost Estimate  
Sample Certificate of Insurance







# AVERAGE HOURLY PROJECT RATES

FIRM Wang Engineering, Inc.  
 PSB \_\_\_\_\_  
 PRIME/SUPPLEMENT Prime

DATE 12/04/13

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Subsurface Investigation			Boring Layout/Utility Cle			Traffic Control			Laboratory Testing			RGR Engineering and Re		
		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 in Charge	68.32	0																	
Project Manager	54.52	0																	
Senior Engineer	54.52	49	13.61%	7.42													13	14.44%	7.88
Project Engineer/Pro	32.98	199	55.28%	18.23	50	50.00%	16.49	8	50.00%	16.49	4	100.00%	32.98				35	38.89%	12.83
Project Assistant Eng	23.34	100	27.78%	6.48	50	50.00%	11.67	8	50.00%	11.67							42	46.67%	10.89
Laboratory Technicia	17.83	6	1.67%	0.30										6	100.00%	17.83			
Project Administrative	27.72	0																	
QC/QA Reviewer	24.76	6	1.67%	0.41															
		0																	
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<b>TOTALS</b>		360	100%	\$32.84	100	100.00%	\$28.16	16	100%	\$28.16	4	100%	\$32.98	6	100%	\$17.83	90	100%	\$31.59

## AVERAGE HOURLY PROJECT RATES

**FIRM** Wang Engineering, Inc.  
**PSB** \_\_\_\_\_  
**PRIME/SUPPLEMENT** Prime

**DATE** 12/04/13

**SHEET** 2 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	SGR Wall 1 Engineering and			SGR Wall 2 Engineering and			SGR Culvert Engineering and			Project Management								
		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 in Charge	68.32																		
Project Manager	54.52																		
Senior Engineer	54.52	10	25.00%	13.63	10	25.00%	13.63	10	25.00%	13.63	6	25.00%	13.63						
Project Engineer/Pro	32.98	28	70.00%	23.09	28	70.00%	23.09	28	70.00%	23.09	18	75.00%	24.74						
Project Assistant Eng	23.34																		
Laboratory Technicia	17.83																		
Project Administrativ	27.72																		
QC/QA Reviewer	24.76	2	5.00%	1.24	2	5.00%	1.24	2	5.00%	1.24									
<b>TOTALS</b>		40	100%	\$37.95	40	100%	\$37.95	40	100%	\$37.95	24	100%	\$38.37	0	0%	\$0.00	0	0%	\$0.00

Task Description	Units	Unit Price	Extended Cost
<b>DRILLING, SAMPLING &amp; INSITU TESTING</b>			
Drilling Coordination	4.0 Hours	\$92.00 /Hour	\$368.00
Utilities Clearance, Site Access, Permitting	2.0 Hours	\$92.00 /Hour	\$184.00
Mobilization (Truck-mounted Drill Rig)	1	\$725.00 /Each	\$725.00
Drilling Crew Daily Travel & Support Vehicle	3 Days	\$150.00 /Day	\$450.00
Stand-by Hourly Rate - Truck-mounted Drill Rig (Two-Man Crew & Equipment)	Hours	\$300.00 /Hour	
Mobilization (ATV-mounted Drill Rig)	1	\$1,200.00 /Each	\$1,200.00
ATV-mounted Drill Rig Daily Charge	6 Days	\$280.00 /Day	\$1,680.00
Drilling Crew Daily Travel & Support Vehicle	5 Days	\$150.00 /Day	\$750.00
Stand-by Hourly Rate - ATV-Mounted Drill Rig (Two-Man Crew & Equipment)	Hours	\$325.00 /Hour	
Portable Water Tank	Days	\$140.00 /Day	
Lighting for Night Field Activities	Nights	\$110.00 /Night	
<b><u>Drilling and Sampling</u></b>			
<b><u>Structure Borings</u></b>			
<i>14 Retaining wall borings to 30 feet bgs, 2 culvert borings to 30 feet bgs and 2 culvert borings to 15 feet bgs</i>			
<i>Assume drilling by ATV at edge of right-of-way (private property), shoulder closure traffic control</i>			
<i>Drilling including split spoon sampling at 2.5-foot intervals to 30 feet and at 5-foot intervals thereafter</i>			
<i>(SPT, Penetrometer, Rimac, Visual Classification Included)</i>			
<b>Between 0 and 75 Feet</b>			
Normal Working Hours	510.0 Feet	\$29.00 /Foot	\$14,790.00
Restricted Hours (6 Hours)	Feet	\$33.00 /Foot	
Night Work	Feet	\$31.00 /Foot	
<b>Additional Split-Spoon Sample</b>	Samples	\$42.00 /Sample	
<b><u>Roadway Borings / Peat Delineation Borings</u></b>			
<i>6 Roadway Borings to 10 feet below ground surface. Assume drilling to require daytime, traffic control by flagmen</i>			
<i>6 Peat Delineation Borings to 20 foot bgs (as required). Assume drilling to require daytime, traffic control by flagmen.</i>			
<i>Drilling including continuous split spoon sampling.</i>			
<i>(SPT, Penetrometer, Visual Classification Included)</i>			
<b>Continuous Sampling</b>			
Normal Hours	Feet	\$29.50 /Foot	
Restricted Hours (6 Hours)	180.0 Feet	\$32.50 /Foot	\$5,850.00
Night Hours	Feet	\$31.50 /Foot	
<b><u>Shelby Tube Borings</u></b>			
<i>Blind drilling and Shelby tube sampling at selected depths</i>			
<b>Shelby Tube Samples</b>			
Normal Working Hours	Samples	\$57.00 /Sample	
Restricted Hours (6 Hours)	Samples	\$66.00 /Sample	
Night Work	Samples	\$62.00 /Sample	
<b><u>Pavement/ Deck Coring &amp; Testing</u></b>			
<i>4-full depth pavement cores - flagman traffic controlled</i>			
<i>For 2-inch, 4-inch, and 6-inch diameter cores</i>			
<b>Pavement/Deck Coring (Two-Man Crew and Equipment)</b>			
Normal Working Hours	Hours	\$260.00 /Hour	
Restricted Hours (6 Hours)	4.0 Hours	\$300.00 /Hour	\$1,200.00
Night Work	Hours	\$280.00 /Hour	
<b>Asbestos Content Testing</b>			
On Deck Cores	Tests	\$155.00 /Test	
<b><u>Hand Augering (Two-Man Crew and Equipment)</u></b>			
<i>Hand augering and soil sampling to 10 feet</i>			
<b>Hand Augering</b>			
Normal Working Hours	Hours	\$260.00 /Hour	
Restricted Hours (6 Hours)	Hours	\$300.00 /Hour	
Night Work	Hours	\$280.00 /Hour	

<u>Task Description</u>	<u>Units</u>	<u>Unit Price</u>	<u>Extended Cost</u>
<b><u>Borehole Abandonment and Surface Restoration</u></b>			
<b>Backfilling Borehole</b>			
Normal Working Hours	250.0 Feet	\$8.50 /Foot	\$2,125.00
Restricted Hours (6 Hours)	Feet	\$9.50 /Foot	
Night Work	Feet	\$9.00 /Foot	
<b>Pavement/Deck Patching</b>			
Asphalt	10 Patches	\$15.50 /Each	\$155.00
Concrete	Patches	\$15.50 /Each	
Patching of Full Deck Coring	Patches	\$300.00 /Each	
<b>Soil Cutting Removal</b>	Hours	\$300.00 /Hour	
<b><u>Boring Location Accessibility</u></b>			
Private Utility Determination	At Cost		
Tree Clearance	At Cost		
Guardrail Removal and Replacement	At Cost		
Dozer / Equipment Rental	At Cost		
<b><u>Railroad Fees</u></b>			
Permitting	At Cost		
Railroad Protective Insurance	At Cost		
Railroad Flagman	At Cost		
<b><u>State/County/Municipal Fees</u></b>			
Pavement Opening Permit	At Cost		
Insurance and Bonding	At Cost		
<b><u>Surveying of Boring Locations</u></b>			
Mapping-grade Trimble 6000 Series GPS	4.0 Hours	\$200.00 /Hour	\$800.00
			<b>\$ 30,277.00</b>

**LABORATORY TESTING**

<b><u>Soil Index Tests</u></b>			
T265 D2216 Water Content	294 Tests	\$7.50 /Test	\$2,205.00
<b><u>Particle Size Distribution</u></b>			
T88 D422 Combined Sieve and Hydrometer	6 Tests	\$111.00 /Test	\$666.00
<b><u>Atterberg Limits</u></b>			
T89, T90 D4318 Liquid and Plastic Limits	6 Tests	\$69.00 /Test	\$414.00
			<b>\$ 3,285.00</b>

**TRAFFIC CONTROL**

<b><u>Traffic Control - Work Zone Safety</u></b>			
Shoulder Closure (1/2 mile) - Arterial			
Daytime	5.0 No.	\$600.00 /Each	\$3,000.00
Night time	No.	\$750.00 /Each	\$0.00
Sunday	No.	\$1,200.00 /Each	\$0.00
Lane Closure (1 lane) (1/2 mile) - Arterial			
Daytime	No.	\$700.00 /Each	\$0.00
Night time	No.	\$850.00 /Each	\$0.00
Sunday	No.	\$1,200.00 /Each	\$0.00
Each additional 1/2 mile of closure	No.	\$100.00 /Each	\$0.00
<b>Roadway Flagmen (2 man crew)</b>			
Staight Time	20.0 Hours	\$150.00 /Hour	\$3,000.00
OT & Saturday	Hours	\$160.00 /Hour	\$0.00
Sunday	Hours	\$210.00 /Hour	\$0.00
			<b>\$ 6,000.00</b>

**FIELD VEHICLES & MILEAGE**

<b><u>Field Vehicle</u></b>			
Field Vehicle Mileage (>100 Miles per Day)	Miles	\$0.565 /Mile	\$0.00
Field Vehicle Daily (<100 Miles per Day)	14 Days	\$65.00 /Day	\$910.00
Tolls	20 Tolls	\$1.00 /Toll	\$20.00
			<b>\$ 930.00</b>

Date: 12/04/2013  
Wang No.: P131121

Task Description	Units	Unit Price	Extended Cost
<b>OUT-OF-TOWN EXPENSES</b>			
<i>Lodging</i>	Days	\$93.00 /Day	\$0.00
<i>Per Diem</i>	Days	\$47.00 /Day	\$0.00
			<b>\$ -</b>
<b>REPORT REPRODUCTION</b>			
<i>Report Reproduction</i>			
Copies, Black & White, 8.5" X 11"	250 No	\$0.20 /Each	\$50.00
Copies, Color, 8.5" X 11"	25 No	\$2.50 /Each	\$62.50
Copies, Reproduction or Reduction, 24" X 36"	No	\$10.00 /Each	\$0.00
			<b>\$ 112.50</b>
<b>SUMMARY</b>			
<i>DRILLING, SAMPLING &amp; INSITU TESTING</i>			\$30,277.00
<i>LABORATORY TESTING</i>			\$3,285.00
<i>TRAFFIC CONTROL</i>			\$6,000.00
<i>FIELD VEHICLES &amp; MILEAGE</i>			\$930.00
<i>OUT-OF-TOWN EXPENSES</i>			\$0.00
<i>REPORT REPRODUCTION</i>			\$112.50
			<b>\$ 40,604.50</b>

**EXHIBIT C**

**SUBCONSULTANT SERVICES**

**Huff & Huff**



915 Harger Road, Suite 330  
Oak Brook, IL 60523  
Phone (630) 684-9100  
Fax (630) 684-9120  
Website: <http://huffnhuff.com>

December 11, 2013

Mr. Joseph Cwynar, PE  
*Project Manager*  
TranSystems Corporation  
1475 East Woodfield Road, Suite 600  
Schaumburg, Illinois 60173-5440

**Re: Environmental Services – Phase 2  
Wilson Road at Nippersink Road Intersection Improvement  
Lake County, Illinois  
Proposal No.: T13-137PW**

Dear Mr. Cwynar:

Huff & Huff, Inc. (Consultant) is pleased to submit this proposal to TranSystems Corporation (Client) to perform wetland services (permitting, delineation and reporting) and complete a Preliminary Site Investigation (PSI) for the referenced project, based upon the Preliminary Environmental Site Assessment (PESA) work previously completed by Consultant. Since the results of the PESA indicate the project area has having a LOW RISK to encounter impacted media, the primary issue with anticipated spoils will be disposal considerations at a Clean Construction and Demolition Debris (CCDD) facility. Therefore, the scope of services proposed by Consultant also addresses soil handling issues associated with CCDD certification, as appropriate along with the PSI in support of the reconstruction project being undertaken by Client for Lake County Division of transportation (LCDOT).

LCDOT is proposing improvements to the intersection including widening and reconstruction of the intersection that will also include a shared-use path. This proposal presents our project understanding and the scope of services.

## **1. SCOPE OF SERVICES**

### **Task 1 – Preliminary site Investigation (PSI) / CCDD Determination**

A PESA was completed by Consultant for the project corridor as documented in their PESA Report dated July 2010. Based on the data collected and as of February 23, 2010 (the date of the last physical investigation of the project area) this assessment has revealed evidence of potentially impacted properties (PIPs) in connection to the project area. Specifically, one site was identified approximately 500 feet northwest of the project corridor, Camp Hickory (26202 West Nippersink Road, FTC Map ID: 1 & 2), a former UST and LUST site. However, based on

separation distance, Consultant determined this site presented a LOW RISK to the project corridor.

Therefore, a preliminary site investigation (PSI) related to identified sites was not recommended based on available information. However, it is likely that earth excavation and off-site disposal of soil spoils would be considered acceptable for clean construction and demolition debris (CCDD) or soil-only facilities. This PESA can be used in support of an owner signed LPC Form 662, in conjunction with soil pH sampling to ensure project spoils meet the range of acceptance (6.25 to 9.0). However, if the receiving facility is unwilling to accept an LPC Form 662 and requires the use of an LPC Form 663, analytical results of soil spoils would become necessary.

**Task 1 – A (PESA Update)**

Due to the age of the original PESA, consultant will prepare a PESA Update for the project and include this information within the proposed PSI report. The previous PESA from July 2011 will be used to compare to current database listings to confirm if additional RECs/PIPs are identified along the project corridor. Consultant will utilize the findings of the PESA/PESA Update and an assumption that the primary factor for handling earth excavation will be to consider potential acceptability for CCDD facility disposal to determine the final number of soil borings to advance for this corridor.

**Task 1 – B (PSI/CCDD Soil Borings)**

To complete the PSI, for bidding purposes, consultant has preliminarily located up to six (6) soil borings along the project corridor primarily from the standpoint of CCDD considerations (soil pH only collection), but also accounts for situations where RECs/PIPs determined in the original PESA that cannot be avoided and also accounts for the potential of additional RECs/PIPs being identified in the PESA Update.

The depths of the proposed borings will be completed to depths consistent with the proposed improvements. For bidding purposes the borings are all proposed to a depth of eight (8) feet below ground surface. Consultant will revise depths of planned borings prior to mobilization consistent with project plans as provided by Client.

Consultant anticipates collection of samples along the edge of existing roadways when/if possible to avoid conducting borings thru the existing pavement and to avoid lane closures if possible. However, since it may be necessary to conduct some borings within the outside traffic lanes, Consultant has included traffic control costs in this task.

**Task 1 – C (Laboratory Analytical)**

Since sampling for CCDD purposes is likely the primary concern on this project corridor, and not addressing RECs/PIPs, Consultant proposes limited analytical. Specifically, for areas with no RECs/PIPs identified, soil pH samples will be collected in support of an owner-signed LPC-662 form where appropriate along the project corridor.

However, the PESA Update may identify other RECs/PIPs and/or previously identified RECs/PIPs may not be able to be avoided through design considerations. Therefore, laboratory analysis is included to address those situations and/or if unexpected odors are noted when samples are field screened with a photoionization detector (PID). The sample with the highest PID reading in each boring will be analyzed for:

- **Volatile Organic Compounds** (up to 1 sample) – VOCs are volatile compounds found in gasoline and related to various solvents (dry cleaner facilities);
- **Benzene, Toluene, Ethyl benzene, and Xylene (BTEX)** (up to 4 samples) – BTEX are volatile compounds found in gasoline and other volatile petroleum-based products; and
- **Polynuclear Aromatic Compounds (PNAs)** (up to 4 samples) – PNAs are semi-volatile compounds commonly formed during incomplete combustion of organic compounds. PNAs can be formed by the combustion of wood, coal, and petroleum products. They are also found in less refined, nonvolatile petroleum products and can be used to identify potential for diesel or fuel oil contamination in soil.

Other field screening factors such as visual, or proximity to potential sources of known contamination to determine which samples will be analyzed to identify the presence of:

- **Select Total RCRA Metals** (up to 4 samples) – Federal environmental regulations identify eight (8) heavy metals as hazardous if present in a *solid waste* at concentrations above varying threshold concentrations. Select soil samples collected for this project will be analyzed for the presence of metals believed to be present and associated with the RECs (PIPs). Total lead is the only metal associated with LUST sites, no other metals will be analyzed for LUST sites. However, additional select metals may be warranted for CCDD considerations. These select samples will be analyzed for consideration as Clean Construction and Demolition Debris (CCDD).
- **SPLP or TCLP Metals** (up to 4 samples) – The Synthetic Precipitation Leaching Procedure (SPLP) is designed to determine the mobility of both organic and inorganic analytes present in solid wastes. This analytical method will only be used if required to determine final disposition of spoils if a sample indicates elevated levels of metals which require further analysis for disposal. The Toxicity Characteristic Leaching Procedure (TCLP) is similar to the SPLP method to determine if analytes exist at hazardous levels which may affect disposal considerations. In addition, it is a

preferred method for analysis of certain analytes with respect to CCDD considerations, specifically chromium.

In addition, up to 8 soil samples will be analyzed for pH to evaluate the acidic or alkaline characteristics of a liquid or solid. High concentrations of either acid or alkaline materials introduced into the environment can impair the effected environment. Soil pH is important in assessing metal concentrations relative to migration to groundwater according to TACO Tier 1 objectives and the CCDD Maximum Allowable Concentrations (MACs).

#### **Task 1 – D (PSI Report Preparation)**

A report summarizing the results of the soil sample collection activities and analytical results will be prepared and includes the PESA Update. This document will present information pertinent for the bidding documents regarding conditions of soils tested, handling and final disposition considerations.

#### **Task 1 – E (CCDD Determination and LPC Form/Package Completion)**

This task includes time for preparing the PE certification needed for CCDD under the new IEPA regulations, based upon analytical results. It should be noted that, when appropriate, the LPC-662 Form shall be utilized (cases of no RECs or PIPs and therefore appropriate for an Owner signed form with only pH soil sampling necessary); or the LPC-663 Form will be utilized with Consultant signing and stamping the form (cases with RECs/PIPs identified and laboratory analytical completed to document soil conditions relative to REC/PIP). Analytical results shall be utilized from up to twelve (12) soil borings, as necessary to determine suitability for earth excavation to be accepted at a CCDD facility.

### **Task 2 – Wetland Delineation**

#### **A. Off-site Record/Document Review**

The following records/documents will be reviewed prior to conducting the field investigation. Soils information will be reviewed to determine the soil types encountered during the delineation procedures. The maps reviewed and to be used include:

- U.S. Geological Survey Topographic Maps
- National Wetlands Inventory (NWI) Maps
- Lake County ADID Map
- Lake County Wetland Inventory Maps
- Lake County Soil Survey
- Flood Insurance Rate Maps
- Hydric Soils of the United States

The Consultant wetland report that was prepared as part of the Phase 1 project will also be utilized. At this time, only Site 4 will need to be re-delineated.

## **B. On-Site Investigation (Field Inventory)**

The on-site investigation for Site 4 will be conducted by our environmental staff experienced in Federal methods for conducting wetland delineations. Our staff will classify and define hydric soils, hydrophytic vegetation, and evidence of hydrology of this site to supplement the original delineation. The wetland perimeters will be surveyed in the field by Consultant.

A wetland delineation of the project site will be conducted to meet the requirements of Executive Order 11990, "Protection of Wetlands;" Section 404 of the Federal Water Pollution Control Act as amended by the Clean Water Act (COE, Section 404 Permit) and IEPA (Section 401 Guidelines) regulations. These regulations pertain to the placement of fill or alterations of drainage within wetlands of any type and apply to privately as well as publicly owned wetlands. The investigation will meet the requirements of these regulations by identifying the type, functions, and approximate boundaries of all wetlands.

Additions to Site 4 will be classified according to type using the "Classification of Wetlands and Deep Water Habitats of the United States" by Cowardin. Any revised wetland boundaries will be defined using the 2010 "*COE Midwest Region Manual*" (COE, 2010). The new areas to be investigated will be evaluated for the presence of wetland indicators comprised of hydrophytic vegetation, hydric soils, and wetland hydrology. The functions of Site 4 will be re-evaluated from field observations as well.

Consultant will survey the perimeters of all any new areas of Site 4 and provide a revised shapefile of wetland boundaries.

### **Task 3 – Wetland Report Addendum**

A wetland delineation report addendum will be prepared summarizing the findings of the fieldwork. Based on reviewed information, wetlands are present and this report will be needed.

Specific items to be included are as follows:

- a) Map showing the wetland boundaries and project boundaries
- b) Aerial photograph with the appropriate limits of delineated wetlands
- c) COE data sheets with color photos
- d) Written description of wetland functional classification
- e) Floristic Quality Index Rating assessment
- f) Minimization of impacts
- g) Mitigation options

### **Task 4 - Wetland Permitting – Lake County**

Once the delineations have been completed, a draft jurisdictional determination request will be prepared in preparation of permitting for Lake County and the COE. As part of the jurisdictional

determination process, an on-site field visit may be required. If necessary, Consultant will accompany Lake County or COE officials to the site after the delineation is completed. Upon submittal of the jurisdictional determination request, it may take three to six months to obtain an official jurisdictional determination from the COE.

Lake County regulates isolated wetlands that are not subject to Section 404 regulations. Therefore, permitting activities may be required through Lake County.

As necessary, Consultant will prepare the required wetland permits with Client. For Lake County, this includes the wetland portions of the Watershed Development Ordinance permit application. The permitting process will include continued coordination with Lake County Stormwater Management Commission (SMC).

#### **Task 5 – Project Management -QA/QC**

Time under this task includes QA/QC time for the PSI/CCDD Determination and wetland delineation/permitting as described above.

#### **Task 6. Wetland Permitting – COE – Individual Permit**

The permitting process for jurisdictional wetlands is initiated by the submittal of the Joint Application to the COE. The Joint Application Form will require a signature from the landowner. During the review of the permit and the Pre-Construction Notice (PCN), the COE may coordinate the process with the following agencies:

- US Fish & Wildlife Service (USFWS)
- Illinois Department of Natural Resources (IDNR)
  - Illinois Department of Natural Resources/Office of Water Resources (IDNR/OWR)
- Illinois Environmental Protection Agency (IEPA)
- Illinois Historic Preservation Agency (IHPA)

The Chicago District of the COE has a regional permit program meant to simplify and expedite specific types of projects. Most regional permits have automatically authorized Section 401 Water Quality Certification (WQC) from the IEPA. Individual permits (IP) require a public notice period as well as separate WQC from the IEPA. The individual permit process can take significantly more time than the regional permit process.

This project may not qualify for a Section 404 Regional Permit. Although total impacts to wetlands resulting from the project are less than one-acre, one of the potential wetland crossings (Site 7) exceeds the 0.25 acre RP3 threshold. In addition, Site 7 is also considered an ADID wetland. ADID wetlands are typically permitted through the IP process. Consultant proposes to request a pre-application meeting with the COE in an attempt to keep this project within the RP process.

For the IP, additional tasks will be required for the permit submittal package. This includes the submittal of the project purpose and need, alternatives analysis, minimization measures and

mitigation strategy. As part of the process, a Public Notice will be prepared for publication by the COE. Time is included for responding to comments from the Public Notice. Coordination meetings with the resources agencies are included during the 12 to 18 month long process (estimated time for approval). Up to three meetings may be required as the permit is under review.

### **Task 7. Wetland Permitting – Anti-degradation Assessment**

Additional work is required to address the Individual Section 401 Water Quality Certification through the Illinois EPA. An anti-degradation analysis will be required and submitted to the Illinois EPA for review. The review times for this analysis are similar to the Section 404 permit of 12 to 18 months. Time will also be included to address comments received from the Section 401 Public Notice period. Three meetings are anticipated with the Illinois EPA.

## **2. LEVEL OF EFFORT AND SCHEDULE**

Consultant anticipates that work will begin for the PESA within 10 days of the Notice to Proceed and will be completed within four weeks from the start date.

This proposal assumes that the additional wetland delineations for Site 4 will occur within the 2014 growing season between April 15<sup>th</sup> and October 15<sup>th</sup>.

Please indicate acceptance of this agreement by returning a signed copy of this agreement or a purchase order incorporating the terms of the agreement. We appreciate the opportunity to work with you and look forward to a successful completion of the project. If you have any questions concerning our proposed scope of services or fees, please contact us.

## **3. CONTRACT TERMS**

1. **CONSULTANT'S SERVICES:** The Consultant's (Huff & Huff, Inc.) services shall consist of those tasks described in Section 1.
2. **SCHEDULE:** The Consultant's work under this Agreement shall begin within two weeks of receipt of written notice to proceed or a signed copy of this Agreement.
3. **COMPENSATION:** The fee basis for the scope of work, as outlined in Section 4, pertains to the specific scope work.
4. **DIRECTION:** For work performed under this Agreement, Consultant shall take direction from the CLIENT.
5. **CHANGES:** This Agreement may only be changed by written amendment which specifies the terms being revised and which has been signed by both parties hereto.
6. **PROJECT DATA:** The Consultant, in coordination with the CLIENT, shall obtain from the appropriate sources all data and information necessary for the proper and complete execution of the Consultant's services.

7. **INDEPENDENT CONSULTANT:** The Consultant shall be deemed to be an independent contractor in all its operations and activities hereunder. The employees furnished by Consultant to perform the work shall be deemed to be Consultant employees exclusively, and said employees shall be paid by Consultant for all services in this connection. The Consultant shall be responsible for all obligations and reports covering Social Security, Unemployment Insurance, Workmen's Compensation, Income Tax, and other reports and deductions required by an applicable state or Federal law.
8. **RIGHTS OF WORK PRODUCT:** CLIENT shall have unlimited rights in all drawings, designs, specifications, notes, and other work developed in the performance of this contract, including the right to use same on any other work without additional cost to the CLIENT. The Consultant shall not be liable for any use or reuse of the drawings, designs, specifications, notes and other work for use other than intended under the terms of this Agreement.
9. **INDEMNIFICATION:** The Consultant hereby agrees to indemnify and hold harmless the CLIENT and any proper owners whose property it is necessary to access in the performance of this work, against any and all liability, loss, damages, demands, or actions or causes of action, which may result from any damages or injuries sustained by a person or entity in connection with or on account of any negligent act or omission of the Consultant or its employees relating to its obligations pursuant to this Agreement.
10. **TERMINATION:** CLIENT may terminate this Agreement at any time upon ten (10) days written notice for whatsoever reason, provided CLIENT shall pay the Consultant a reasonable fee for work satisfactorily performed prior to the effective date of termination. In no case, however, shall the total amount paid to Consultant exceed the amount set out above.
11. **INSURANCE:** The Consultant shall maintain insurance as set forth in the prime contract, if attached, or as set forth below.
  - a. **Worker's Compensation and Employer's Liability Insurance:** Worker's Compensation in compliance with applicable State and Federal laws.
  - b. **Comprehensive General Liability Insurance for Bodily Injury and Property Damage** to a combined single limit of \$2,000,000 per occurrence/claim or an umbrella of \$3,000,000.
  - c. **Comprehensive Automobile Liability Insurance**, including owned, hired, and non-owned automobiles, for Bodily Injury and Property Damage to a combined single limit of \$1,000,000 per occurrence/\$2,000,000 aggregate.
  - d. **Professional liability insurance** \$2,000,000 on a claims made basis.
12. **STANDARD OF CARE:** Services performed by the Consultant under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

- 13. RETENTION OF RECORDS: Consultant shall maintain complete records of all hours billed and direct costs incurred under this Agreement so as to accurately reflect the services performed and basis for compensation and reimbursement under this Agreement.
- 14. LEGAL: This Agreement shall be construed and interpreted solely in accordance with the laws of the State of Illinois.

BOTH PARTIES HERETO WARRANT AND REPRESENT that they have full right, power, and authority to execute this Contract.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first specified above.

CONSULTANT

CLIENT

HUFF & HUFF, INC.

TRANSYSTEMS CORPORATION



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

By: Linda L. Huff, P.E.

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Typed Name

President

\_\_\_\_\_  
Officer's Title

\_\_\_\_\_  
Officer's Title

December 11, 2013

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Payroll Escalation Table  
Fixed Raises**

FIRM NAME Huff & Huff, Inc.  
PRIME/SUPPLEMENT TranSystems

DATE 12/11/2013  
PTB NO. \_\_\_\_\_

CONTRACT TERM 6 MONTHS  
START DATE 12/15/2013  
RAISE DATE 1/1/2014

OVERHEAD RATE 137.58%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

**ESCALATION PER YEAR**

12/15/2013 - 1/1/2014  
\_\_\_\_\_ 1 \_\_\_\_\_  
\_\_\_\_\_ 6 \_\_\_\_\_

1/2/2014 - 6/1/2014  
\_\_\_\_\_ 5 \_\_\_\_\_  
\_\_\_\_\_ 6 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

= 16.67%  
= 1.0250

85.83%

The total escalation for this project would be:

2.50%





**Illinois Department  
of Transportation**

**Cost Estimate of  
Consultant Services  
(CPFF)**

Firm Huff & Huff, Inc.  
 Route Wilson Road at Nippersink  
 Section \_\_\_\_\_  
 County Lake  
 Job No. \_\_\_\_\_  
 PTB & Item \_\_\_\_\_

Date 12/11/2013  
 Overhead Rate 137.58%  
 Complexity Factor 0

Item	Manhours	Payroll	Overhead & Fringe Benefits	In-House Direct Costs	Fixed Fee	Outside Direct Costs	Services By Others	Total	% of Grand Total
PSI/CCDD	55	1,630.49	2,243.23	124.44	585.45	1,864.00	2,800.00	9,247.61	19.84%
Wetland Delineation	8	228.29	314.08	50.85	86.82	0.00	0.00	680.03	1.46%
Wetland Report Addendum	21	588.92	810.24	23.64	208.37	20.00	0.00	1,651.18	3.54%
Wetland Permitting Lake Co	35	1,041.44	1,432.81	103.92	377.49	40.00	0.00	2,995.67	6.43%
Project Mgmt/QA-QC	7	325.95	448.44	0.00	113.43	0.00	0.00	887.82	1.90%
Wetland Permitting - IP	158	5,159.60	7,098.58	270.70	1,834.79	80.00	0.00	14,443.68	30.98%
Anti-Degradation Analysis	164	6,054.35	8,329.57	124.26	2,124.93	80.00	0.00	16,713.11	35.85%
<b>TOTALS</b>	<b>448</b>	<b>15,029.04</b>	<b>20,676.96</b>	<b>697.81</b>	<b>5,331.29</b>	<b>2,084.00</b>	<b>2,800.00</b>	<b>46,619.10</b>	<b>100.00%</b>

Method of Compensation:



**Illinois Department of Transportation**

**Average Hourly Project Rates**

Route Wilson Road at Nippersink

Section Lake

County Huff & Huff, Inc.

Job No. \_\_\_\_\_

PTB/Item \_\_\_\_\_

Consultant Huff & Huff, Inc.

Date 12/11/13

Sheet 1 OF OF

Payroll Classification	Avg Hourly Rates		Total Project Rates		PSI/CCDD		Wetland Delineation		Wetland Report Addendum		Wetland Permitting Lake County	
	Hours	% Part.	Hours	% Part.	Hours	% Part.	Hours	% Part.	Hours	% Part.	Hours	% Part.
Principal	29	6.47%	2	3.64%	2	3.64%	2	2.45				
Senior Project Manager	0											
Senior Transp. Planner	0											
Senior Engineer III	0											
Senior Engineer II	0											
Senior Engineer I	0											
Senior Scientist IV	35	7.81%									3	8.57%
Senior Scientist III	0											4.07
Senior Scientist II	232	51.79%									16	76.19%
Senior Scientist I	0										28	80.00%
Senior Geologist I	10	2.23%	8	14.55%	8	14.55%	8	4.99				
Transportation Planner	0											
Project Engineer II	70	15.63%										
Project Engineer I	38	8.48%	38	69.09%	38	69.09%	38	18.98				
Project Scientist I	0											
Project Geologist I	0											
Project Associate	0											
Senior CADD I	12	2.68%										
CADD II	10	2.23%	4	7.27%	4	7.27%	4	2.00			4	19.05%
CADD I	0											1.57
Admin. Manager I	0											
Administrative IV	12	2.68%	3	5.45%	3	5.45%	3	1.23			1	4.76%
Administrative III	0											
Administrative II	0											
Administrative I	0											
Interns	0											
	0											
	0											
	0											
	0											
	0											
<b>TOTALS</b>	448	100%	55	100%	55	100%	55	\$29.65	8	100%	21	100%
								\$28.54			35	100%
								\$28.04				
								\$29.76				



# Average Hourly Project Rates

Route Wilson Road at Nippersink

Section Lake

County Lake

Job No. \_\_\_\_\_

PTB/Item \_\_\_\_\_

Consultant Huff & Huff, Inc.

Date 12/11/13

Sheet 2 OF 2

Payroll Classification	Avg Hourly Rates	Project Mgmt/OA-QC			Wetland Permitting - IP			Anti-Degradation Analysis			Wetland Permitting - IP			Anti-Degradation Analysis			Wetland Permitting - IP			Anti-Degradation Analysis		
		Hours	% Part.	Wgtd Avg	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	67.49	1	14.29%	9.64	2	1.27%	0.85	24	14.63%	9.88												
Senior Project Manager	58.02																					
Senior Transp. Planner	38.86																					
Senior Engineer III	37.39																					
Senior Engineer II	36.61																					
Senior Engineer I	47.48	4	57.14%	27.13	28	17.72%	8.41															
Senior Scientist IV	36.95																					
Senior Scientist III	28.54				120	75.95%	21.67	60	36.59%	10.44												
Senior Scientist II	34.28	2	28.57%	9.79																		
Senior Geologist I																						
Transportation Planner																						
Project Engineer II	34.38																					
Project Engineer I	27.47																					
Project Scientist I	20.28																					
Project Geologist I	19.48																					
Project Associate	24.60																					
Senior CADD I	37.64				6	3.80%	1.43	6	3.66%	1.38												
CADD II	27.45																					
CADD I	17.43																					
Admin. Manager I	33.33																					
Administrative IV	22.55				2	1.27%	0.29	4	2.44%	0.55												
Administrative III																						
Administrative II	20.50																					
Administrative I																						
Interns																						
<b>TOTALS</b>		7	100%	\$46.56	158	100%	\$32.66	164	100%	\$36.92	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

**SUMMARY OF INHOUSE DIRECT COSTS**

Project: TranSystems - Wilson Rd at Nippersink

**DIRECT**

**Task 1 - PSI/CCDD**

Trips - Company	90 miles	x	2 x	\$ 0.565	= \$	101.70
Tolls			0 x	\$ 1.00	= \$	-
Parking			0 x	\$ 5.00	= \$	-
Reproduction	6 sets	x	75 x	\$ 0.03	= \$	13.50
Color copies	6 sets	x	10 x	\$ 0.11	= \$	6.60
Photo sheets	6 sets	x	4 x	\$ 0.11	= \$	2.64
CAD Plots			x	\$ 1.85	= \$	-
			0 x	\$ -	= \$	-
<hr/>						<b>Task Total</b>
						<b>\$ 124.44</b>

**Task 2 - Wetland Delineation**

Trips - Company	90 miles	x	1 x	\$ 0.565	= \$	50.85
			0 x	\$ -	= \$	-
<hr/>						<b>Task Total</b>
						<b>\$ 50.85</b>

**Task 3 - Wetland Report Addendum**

Reproduction	6 sets	x	80 x	\$ 0.03	= \$	14.40
Color copies	6 sets	x	10 x	\$ 0.11	= \$	6.60
Photo sheets	6 sets	x	4 x	\$ 0.11	= \$	2.64
CAD Plots			0 x	\$ 1.85	= \$	-
			0 x	\$ -	= \$	-
<hr/>						<b>Task Total</b>
						<b>\$ 23.64</b>

**Task 4 - Wetland Permitting Lake County**

Trips - Company	90 miles	x	2 x	\$ 0.565	= \$	101.70
Tolls			0 x	\$ 1.00	= \$	-
Parking			0 x	\$ 33.00	= \$	-
Reproduction	3 sets	x	10 x	\$ 0.03	= \$	0.90
Color copies	3 sets	x	4 x	\$ 0.11	= \$	1.32
Photo sheets	sets	x	0 x	\$ 0.11	= \$	-
CAD Plots			0 x	\$ 1.85	= \$	-
			0 x	\$ -	= \$	-
<hr/>						<b>Task Total</b>
						<b>\$ 103.92</b>

**Task 5 - Project Mgmt/QA-QC**

			0 x	\$ -	= \$	-
<hr/>						<b>Task Total</b>
						<b>\$ -</b>

**Task 06 - Wetland Permitting IP**

Trips - Company	60 miles	x	3 x	\$ 0.565	= \$	101.70
Tolls			0 x	\$ 1.00	= \$	-
Parking			3 x	\$ 33.00	= \$	99.00
Reproduction	10 sets	x	200 x	\$ 0.03	= \$	60.00
Color copies	10 sets	x	10 x	\$ 0.10	= \$	10.00
Photo sheets	0 sets	x	0 x	\$ 0.10	= \$	-
CAD Plots			0 x	\$ 4.25	= \$	-
			0 x	\$ -	= \$	-
<hr/>						<b>Task Total</b>
						<b>\$ 270.70</b>

**Task 07 - Anti-Degradation Analysis**

Trips - Company	90 miles	x	2 x	\$ 0.565	= \$	101.70
Tolls			0 x	\$ 1.00	= \$	-
Parking			0 x	\$ 5.00	= \$	-
Reproduction	8 sets	x	50 x	\$ 0.03	= \$	12.00
Color copies	8 sets	x	8 x	\$ 0.11	= \$	7.04
Photo sheets	8 sets	x	4 x	\$ 0.11	= \$	3.52
CAD Plots			0 x	\$ 1.85	= \$	-
			0 x	\$ -	= \$	-
<hr/>						<b>Task Total</b>
						<b>\$ 124.26</b>

**GRAND TOTAL      \$ 697.81**

## SUMMARY OF OUTSIDE DIRECT COSTS

Project: TranSystems - Wilson Rd at Nippersink

### OUTSIDE

**Task 1 PSI/CCDD**

Records Search		1 x	\$ 175.00	= \$	175.00
Lab Analytical				= \$	-
btex	x	4 x	\$ 68.00	= \$	272.00
VOC	x	1 x	\$ 125.00	= \$	125.00
PNA	x	4 x	\$ 105.00	= \$	420.00
RCRA metals	x	4 x	\$ 85.00	= \$	340.00
RCRA metals TCLP	x	4 x	\$ 85.00	= \$	340.00
soil pH	x	8 x	\$ 24.00	= \$	192.00
<b>Task Total</b>					<b>\$ 1,864.00</b>

**Task 2 - Wetland Delineation**

		0 x	\$ -	= \$	-
<b>Task Total</b>					<b>\$ -</b>

**Task 3 - Wetland Report Addendum**

Federal Express		1 x	\$ 20.00	= \$	20.00
		0 x	\$ -	= \$	-
<b>Task Total</b>					<b>\$ 20.00</b>

**Task 4 - Wetland Permitting Lake County**

Federal Express		2 x	\$ 20.00	= \$	40.00
		0 x	\$ -	= \$	-
<b>Task Total</b>					<b>\$ 40.00</b>

**Task 5 - Project Mgmt/ Q-QC**

		0 x	\$ -	= \$	-
<b>Task Total</b>					<b>\$ -</b>

**Task 6 Wetland Permitting IP**

Federal Express		4 x	\$ 20.00	= \$	80.00
		0 x	\$ -	= \$	-
<b>Task Total</b>					<b>\$ 80.00</b>

**Task 7 Anti-Degradation Analysis**

Federal Express		4 x	\$ 20.00	= \$	80.00
		0 x	\$ -	= \$	-
<b>Task Total</b>					<b>\$ 80.00</b>

---

**GRAND TOTAL      \$    2,084.00**

## SUMMARY OF SERVICES BY OTHERS

Project: TranSystems - Wilson Rd at Nippersink

### OUTSIDE

**Task 1 - PSI/CCDD**

Driller	1 x	\$ 1,400.00	=	\$	1,400.00
Traffic control	1 x	\$ 1,400.00	=	\$	1,400.00
	0 x	\$ -	=	\$	-
	0 x	\$ -	=	\$	-
<b>Task Total</b>					<b>\$ 2,800.00</b>

**Task 2 - Wetland Delineation**

0 x	\$	-	=	\$	-
0 x	\$	-	=	\$	-
<b>Task Total</b>					<b>\$ -</b>

**Task 3 - Wetland Report Addendum**

SUB1	0 x	\$ -	=	\$	-
	0 x	\$ -	=	\$	-
<b>Task Total</b>					<b>\$ -</b>

**Task 4 - Wetland Permitting Lake County**

SUB1	0 x	\$ -	=	\$	-
	0 x	\$ -	=	\$	-
<b>Task Total</b>					<b>\$ -</b>

**Task 5 - Project Mgmt/QA-QC**

SUB1	0 x	\$ -	=	\$	-
	0 x	\$ -	=	\$	-
<b>Task Total</b>					<b>\$ -</b>

**Task 06 - Wetland Permitting IP**

SUB1	0 x	\$ -	=	\$	-
	0 x	\$ -	=	\$	-
<b>Task Total</b>					<b>\$ -</b>

**Task 07 - Anti-Degradation Analysis**

SUB1	0 x	\$ -	=	\$	-
	0 x	\$ -	=	\$	-
<b>Task Total</b>					<b>\$ -</b>

---

**GRAND TOTAL      \$ 2,800.00**

EXHIBIT C

SUBCONSULTANT SERVICES  
Jorgensen



**JORGENSEN & ASSOCIATES, INC.**  
**CONSTRUCTION and LAND SURVEYORS**

---

Est. 1990

December 4, 2013

Mr. Joseph W. Cwynar, P.E.  
TranSystems Corporation  
1475 East Woodfield Road  
Suite 600  
Schaumburg, Illinois 60173-5440

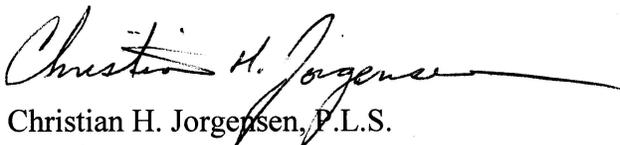
Re: Wilson Road at Nippersink Road Survey Proposal

Dear Mr. Cwynar:

Enclosed, please find our revised proposal to prepare a statutory plat of highways with legal descriptions for the referenced project.

I would like to thank you for considering Jorgensen & Associates for this project. We look forward to continuing our working relationship with your firm. 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:\TranSystems\Wilson Rd\LTR

**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME Jorgensen & Associates, Inc.  
PRIME/SUPPLEMENT Prime

DATE 12/04/13  
PTB NO. \_\_\_\_\_

CONTRACT TERM 12 MONTHS  
START DATE 1/1/2014  
RAISE DATE 6/1/2014

OVERHEAD RATE 151.71%  
COMPLEXITY FACTOR \_\_\_\_\_  
% OF RAISE 3.00%

**ESCALATION PER YEAR**

1/1/2014 - 6/1/2014
5
12

6/2/2014 - 1/1/2015
7
12

_____

_____

_____

= 41.67%  
= 1.0175

60.08%

**The total escalation for this project would be:**

1.75%





# AVERAGE HOURLY PROJECT RATES

**FIRM** Jorgensen & Associates, Inc.  
**PSB** \_\_\_\_\_  
**PRIME/SUPPLEMENT** Prime

**DATE** 12/04/13

**SHEET** 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			(1) Pre-Survey			(2) Survey Reconnaissance			(3) Project Survey Plan			(4) First Submittal Plat of			(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
Principal/Officer	42.74	2	0.53%	0.23															
Supervisor, P.L.S.	40.70	92	24.60%	10.01										11	11.83%	4.81			
Survey Party Chief, S	23.15	82	21.93%	5.08				8	50.00%	11.57							74	50.00%	11.57
Instrument Operator	19.08	82	21.93%	4.18				8	50.00%	9.54							74	50.00%	9.54
Cadd Supervisor	29.00	112	29.95%	8.68	3	75.00%	21.75				4	100.00%	29.00	82	88.17%	25.57			
Secretarial	18.82	4	1.07%	0.20	1	25.00%	4.71												
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<b>TOTALS</b>		374	100%	\$28.38	4	100.00%	\$26.46	16	100%	\$21.11	4	100%	\$29.00	93	100%	\$30.38	148	100%	\$21.11



Route: Wilson Road  
 Section: @ Nippersink Road  
 County: Lake  
 Job No.:

**Manhour Breakdown  
 Land Acquisition Estimate**

Length of Project

Nippersink Road	=	<u>± 1,600'</u>	=	<u>± 0.303 mile</u>
Wilson Road	=	<u>± 1,600'</u>	=	<u>± 0.303 mile</u>
 Total Length	=	 <u>± 3,200'</u>	=	 <u>± 0.606 mile</u>

5 Parcels: 1 Fee Simple, 1 Fee Simple, 1 Permanent Easement & 1 Temporary Easement, 1 Fee Simple & Temporary Easement-A&B, and 2 Temporary Easement Only.

1. Pre-Survey Phase  
 Research available records

a.	Title Co.	)	
		)	
b.	Recorder's Office	)	3 MH
		)	
c.	I.D.O.T.	)	
		)	
d.	Utilities	)	
		)	
e.	Private Surveyors	)	
		)	
f.	Land Owners	)	<u>1 MH</u>

Sub-total Item # 1                      4 MH

2. Reconnaissance Survey                      2 Men                      16 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 @ hr./sheet =	<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	)		2 MH
		)		
d.	Private survey info	)		
		)		
e.	Deed calculated closures	)		
f.	Layout and drafting		$\pm 600'$ /sht. $\pm 6$ sheets	
	68 hours x 1 man =			68 MH
	Total Holding sheets	3 sheets		
	12 hours x 1 man =			12 MH
	Alignment & tie sheets	1 sheet		
	2 hours x 1 man =			2 MH
g.	Legal descriptions	9 descriptions		<u>9 MH</u>
			Sub-total Item #4	93 MH

5.	Survey (Field)		
	a.	Monument & reference center line alignments	
		Nippersink Road - 1,600' - 3 hrs. x 2 men =	6 MH
		Wilson Road - 1,600' - 4 hrs. x 2 men =	8 MH
	b.	Measure existing R.O.W., property & section lines	
		46 hours x 2 men =	92 MH
	c.	Appraisal topography	
		8 hours x 2 men =	16 MH
	d.	Monument & reference proposed right of way	
		9 hours x 2 men =	18 MH
	e.	Monument & reference quarter & section corners	
		4 hours x 2 men =	<u>8 MH</u>
		Sub-total Item #5	148 MH
6.	Survey (Office)		
	a.	Compute traverse	
		6 hours x 1 man =	6 MH
	b.	Compute existing R.O.W., property & section lines	
		44 hours x 1 man =	44 MH
	c.	Compile appraisal topography	
		2 hours x 1 man =	2 MH
	d.	Compute center line alignment	
		1 hour x 1 man =	1 MH
	e.	Compute proposed right of way & easements	
		2 hours x 1 man	<u>2 MH</u>
		Sub-total Item #6	55 MH

7.	Final Submittal Plat of Highways & Descriptions	
a.	Final drafting ± 10 sheets 5 hours x 1 man =	5 MH
b.	Final descriptions 9 descriptions	2 MH
c.	Prepare Monument Records 4 Monument Records =	6 MH
d.	Record Monument Records at Lake County Recorder 2 hours x 1 man =	2 MH
e.	Assembly of final papers	<u>3 MH</u>
	Sub-total Item #7	18 MH
8.	Coordination Meetings	
	1 meeting @ 2 hours =	2 MH
9.	QC/QA	
a.	Check preliminary plats 10 sheets	27 MH
b.	Check preliminary legal descriptions 9 legal descriptions	3 MH
c.	Check final plats 10 sheets	3 MH
d.	Check final legal descriptions 9 legal descriptions	<u>1 MH</u>
	Total All Items	374 MH

(4)

Route: Wilson Road  
Section: @ Nippersink Road  
County: Lake  
Job No.:

**Breakdown of  
In House Direct Costs**

Item

1. Pre-Survey Phase

a. Trip to Lake County Recorder  
± 30 miles/trip x 1 trip = ± 30 miles  
± 30 miles @ \$0.55/mile = \$ 16.50

b. Subdivision and Monument Records = \$ 60.00

Sub-total Item #1 \$ 76.50

2. Reconnaissance Survey

a. Trips to project site – 1 ea.  
± 20 miles/trip x 1 trip = ± 20 miles  
± 20 miles @ \$0.55/mile = \$ 11.00

4. First Submittal Plat of Highways & Descriptions

a. Plat of Highways Mylars  
10 sheets @ \$5.00/sheet = \$ 50.00

5. Survey (Field)

a. Trips to project site – 9 ea.  
± 20 miles/trip x 9 trips = ± 180 miles  
± 180 miles @ \$0.55/mile = \$ 99.00

7. Final Submittal Plat of Highways & Descriptions

a. Trip to Lake County Recorder	
± 30 miles/trip x 1 trip = ± 30 miles	
± 30 miles @ \$0.55/mile =	\$ 16.50
b. Record Monument Records	
6 Monument Records @ \$39 each =	\$ 234.00
c. Deliver Final Papers to District One office	
± 60 miles/trip x 1 trip = ± 60 miles	
± 60 miles @ \$0.55/mile =	<u>\$ 33.00</u>
Sub-total Item #7	\$ 283.50

8. Coordination Meetings

a. Meetings at TranSystems' office – 1 ea.	
± 60 miles/trip x 1 trip = ± 60 miles	
± 60 miles @ \$0.55/mile =	<u>\$ 33.00</u>
Total All Items	\$ 553.00

Route: Wilson Road  
Section: @ Nippersink Road  
County: Lake  
Job No.:

**Breakdown of  
Services By Others**

Item

1. Pre-Survey Phase

a. Commitment for Title Insurance Letters 5 Letters @ \$320.00 each =	\$ 1,600.00
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**EXHIBIT C**

**SUBCONSULTANT SERVICES  
Matthewson**

**AGREEMENT FOR  
RIGHT OF WAY CONSULTING SERVICES**

**Lake County / TranSystems  
Wilson Road at Nippersink Road Intersection**

AGREEMENT between Mathewson Right of Way Company (MROWCO) whose address is 30 North LaSalle Street, Suite 2400, Chicago, Illinois 60602 and TranSystems Corporation (TRANSYSTEMS), whose address is 1475 East Woodfield Road, Suite 600, Schaumburg, Illinois 60173.

MROWCO shall provide to TRANSYSTEMS, on behalf of Lake County (COUNTY), consulting services for the acquisition of right of way for the Wilson Road at Nippersink Road Intersection (PROJECT).

The PROJECT shall consist of the acquisition of approximately 5 parcels.

MROWCO shall perform the following services:

1. Later Date Title Commitment
2. Appraisal
3. Appraisal Review
4. Negotiation
5. Closing Fee

All of the above are described as specified in Exhibit A: Scope of Services attached hereto.

TRANSYSTEMS shall compensate MROWCO for the services provided on behalf of the COUNTY under this AGREEMENT as provided in Exhibit B: Compensation attached hereto. The total amount of compensation authorized by this agreement is not to exceed \$46,500.00.

Exhibit C: Terms and Conditions is attached hereto and made a part hereof.

Submitted this 3rd day of December, 2013.

Accepted this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**Mathewson Right of Way Company**

**TranSystems Corporation**

By: \_\_\_\_\_

Mark D. Mathewson  
President

By: \_\_\_\_\_

## **EXHIBIT A: SCOPE OF SERVICES**

MROWCO agrees to perform, at the direction of TRANSYSTEMS, the following services:

1. Appraisal
2. Appraisal Review
3. Negotiation
4. Closing Fee
5. Direct Costs

All services called for in this AGREEMENT will be conducted by an individual or individuals whose qualifications have been approved by the Illinois Department of Transportation, when applicable.

All services within the scope of this AGREEMENT shall be performed, where applicable, in accordance with the Land Acquisition Policies and Procedures Manual, hereinafter referred to as the LAPPM.

### **APPRAISALS**

Determinations of fair market value performed by the Appraiser shall be in accordance with the LAPPM.

The Appraiser shall make a detailed inspection of the properties and make such investigations and studies as are necessary to derive sound conclusions for the preparation of appraisal reports.

Valuations shall be prepared as outlined in the LAPPM. The format to be used shall be one of the following types as described in the LAPPM:

- Non-Complex Appraisal Report
- Complex Appraisal Report

The Appraiser is to determine which type of appraisal format should be used for each parcel and obtain the COUNTY'S concurrence. MROWCO shall provide a copy of an appraisal of each parcel together with Improvement Disposition Values form to be submitted to the COUNTY for approval.

Property needed shall be acquired by fee simple, dedication, permanent easement, temporary use permit, or temporary easement as determined and shown on the right of way plan furnished by the COUNTY.

It may be necessary for a completed appraisal to be updated for condemnation purposes or revised due to a change in the ROW plat or due to new information provided by the COUNTY. These updates or revisions will be assigned to the Appraiser in a separate work order as the need arises. An Appraiser's revision of the appraisal due to the Review Appraiser's comments or

corrections does not constitute an update or revision that would necessitate a separate work order.

On parcels that require the acquisition of a residence, it may be necessary for the Appraiser to perform an additional analysis to determine an allocated value for the residence and home site as separate from the whole parcel to be acquired. This would be needed for relocation purposes and is not to be included in the appraisal report. The cost for the additional appraisal analysis will be established in the work order for that appraisal.

The Appraiser shall prepare a comparable sales brochure in accordance with the LAPPM for each project and as directed by the COUNTY.

The Appraiser shall prepare grids that compare comparable sales to the subject parcel, where appropriate.

The Appraiser shall include land and improvement allocations in the comparable sales data section of all appraisals.

The Non-Complex Appraisal Report and Complex Appraisal Report, and an updated or revised appraisal report, shall be deemed complete when an acceptable appraisal report is submitted by MROWCO and approved by the COUNTY.

Appearances in court and/or pretrial conferences, which include depositions and preparation time for depositions and court, may be required for the appraisal services requested herein. The time spent at such appearance or appearances shall be made upon request of the COUNTY or its trial counsel and shall be paid for as specified in Exhibit B.

Appraiser may be asked to perform a Cost Analysis for budgetary purposes.

Appraiser may be asked to provide a Comparable Sales Book as an on-going assignment independent of individual appraisals.

MROWCO staff may assist in the preparation of appraisal work.

### **REVIEW APPRAISALS**

All appraisals must be reviewed and certified by a Review Appraiser. Appraisal reviews performed by the Review Appraiser must be in accordance with the LAPPM. It is the Review Appraiser's responsibility to ensure that all items affecting the value of the property have been considered in the appraisal. A study of the comparable sales brochure is considered as part of the appraisal review.

The Review Appraiser must complete an Appraisal Review Certification for all appraisal reviews.

It may be necessary for a completed appraisal review to be updated due to a change in the ROW plat or due to new information provided by the COUNTY. These updates or revisions will be assigned to MROWCO in a separate work order as the need arises. A Review Appraiser's second or other subsequent review of an appraisal, rewritten by the appraiser due to the Review Appraiser's comments or corrections, does not constitute an update or revision to the appraisal review that would necessitate a separate work order.

The Appraisal Review for the Non-Complex Appraisal Report and Complex Appraisal Report, and an updated or revised appraisal review, shall be deemed complete when an acceptable Appraisal Review is submitted by MROWCO and approved by the COUNTY.

Appearances in court and/or pretrial conferences, which include depositions, may be required for the review appraisal services requested herein. The time spent at such appearance or appearances shall be made upon request of the COUNTY or its trial counsel and shall be paid for as specified in Exhibit B.

The Review Appraiser may be asked to perform a Cost Analysis for budgetary purposes.

The Review Appraiser may be asked to review a Comparable Sales Book as an on-going assignment independent of individual appraisals.

MROWCO staff may assist in the preparation of review appraisal work.

## NEGOTIATIONS

The Negotiator is responsible for all land acquisition negotiations conducted under this AGREEMENT. Negotiations shall be in accordance with the LAPPM. The negotiator shall:

- Be the COUNTY's representative to the property owner.
- Work with the Project Manager to receive and understand the scope of work for each work order and the associated deadlines/time frames involved.
- Establish schedules for each activity and report the progress to the Project Manager to assure a quality product.
- Assure that the deadlines assigned are met.
- Maintain channels of communication.
- Provide a quality product.

Before the initiation of negotiations for each parcel, the COUNTY must approve the amount of just compensation. The Negotiator shall fully document on an ongoing basis all efforts made to acquire the parcel in the Negotiator's Report. Said report shall be available to the COUNTY as reasonably requested

The Negotiator may recommend administrative settlements as outlined in the LAPPM. Administrative settlements will be determined by the COUNTY on an individual parcel basis.

In the event MROWCO, after having made every reasonable effort to negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, MROWCO shall prepare and submit a written report summarizing the progress of negotiations to date together with a copy of MROWCO'S Negotiator's Report completed to date with the names and addresses of all interested parties. MROWCO'S written report shall also include its recommendation for further procedure towards acquiring the parcel. The COUNTY may elect to prepare and forward a Final Offer letter (with copy to MROWCO) to the owner of the parcel and thereafter refer the matter to the State's Attorney's Office to proceed with preparation of a condemnation petition. In any case, the COUNTY reserves the right to require MROWCO to make additional negotiation contacts with the parcel owner up until the actual date of filing a petition to condemn the parcel.

The negotiation for a parcel will be deemed complete when all required documents necessary to obtain title approval are submitted and approved by the COUNTY. If a negotiated settlement cannot be reached, the negotiation for a parcel will be deemed complete when the documentation for eminent domain action is submitted and approved by the COUNTY, and the complaint is filed.

If requested to do so, MROWCO shall provide title review and an attorney's approval letter provided by Mathewson Wishnoff & Taylor, P.C. for no additional cost.

Each Updated Negotiation or Revised Negotiation shall be paid for at the per parcel fee as specified in Exhibit B. An updated negotiation or revised negotiation is defined as additional negotiation work requested by the COUNTY due to new parcel information supplied by the COUNTY to MROWCO after first contact with the property owner. New parcel information could include, but is not limited to, significant changes in the area of the acquisition; updated (and modified) appraisal amounts that require revised negotiation documents; updated (and modified) title information that requires negotiations with additional property owner(s). Any additional work required to obtain title approval does not constitute an update or revision that would necessitate a separate work order.

Where the acquisition of a parcel involves the displacement of an owner or tenant occupant from a residence or any personal property thereof, MROWCO shall coordinate the offering of relocation assistance any payments to each displaced owner-occupant simultaneously with initiation of negotiations and to each displaced tenant-occupant within seven (7) days following initiation of negotiations for the parcel.

Appearances in court and/or pretrial conferences, which include depositions, may be required for the negotiation services requested herein. The time spent at such appearance or appearances shall be made upon request of the COUNTY or its trial counsel and shall be paid for as specified in Exhibit B.

## **CLOSINGS**

MROWCO shall attend or otherwise supervise the actual closing of each acquired parcel. It is anticipated that most closings will not require an escrow transaction but it is understood that certain acquisitions are best facilitated through and escrow closing.

Compensation for Closings shall be paid for as specified in Exhibit B.

### **EXHIBIT B: COMPENSATION**

The services to be provided by MROWCO under this agreement shall be assigned and compensated as provided in the table below.

<u>Service</u>	<u>Amount</u>	<u>Units</u>	<u>Extension</u>
Appraisals	\$3,000.00	5	\$15,000.00
Appraisal Review	\$1,500.00	5	\$7,500.00
Negotiations	\$3,500.00	5	\$17,500.00
Closing Fee	\$500.00	5	\$2,500.00
Direct Expenses	\$800.00	5	\$4,000.00

The sum total of all services shall not exceed \$46,500.00.

MROWCO shall advance funds to cover direct expenses related to the project. These expenses shall include but not be limited to, title company expenses for title research, title commitments, title later dates, title insurance fees, document copy fees, recording fees, partial release fees, land trustee fees, escrow fees, shipping and the like. TRANSYSTEMS shall reimburse MROWCO for the actual cost of the direct expenses.

The fees for services shall include all transportation, food, lodging, telephone, or any other operating expenses incurred by MROWCO in the performance thereof.

## **EXHIBIT C: TERMS AND CONDITIONS**

### **1. Parcels**

The COUNTY shall provide MROWCO with relevant plats of highways, legal descriptions and construction plans for each parcel to be acquired. Each parcel shall consist of one or more basic parcels of land required as right of way for highway purposes to be acquired in fee simple title, and such other easements (temporary or permanent) for uses incidental to construction of the highway but which are not considered as part of the highway right of way, all of which are under the same ownership involving a complete contiguous parcel.

### **2. Termination**

TRANSYSTEMS may terminate this AGREEMENT at any time and for any cause by a notice in writing to MROWCO. In the event of such termination, payment will be made to MROWCO for any completed services. Services in the process of completion shall be compensated for on an equitable basis and all incomplete parcel data collected in connection with them shall be turned over and become the property of the COUNTY; provided, however, this AGREEMENT be terminated solely because the progress or quality of work is unsatisfactory as determined by TRANSYSTEMS accepting this AGREEMENT, then no payment will be made or demanded by MROWCO for any services which have not been completed and delivered to the COUNTY prior to the date of said termination.

### **3. Project Materials**

- a. It is understood and agreed that the COUNTY shall be considered the sole owner of all plats, legal descriptions, ownership and occupancy records, forms of deeds and easements, title reports, and any and all other material furnished, prepared or obtained by MROWCO during the course of providing its services for the parcel and shall be maintained in a separate parcel file for the parcel assigned. MROWCO will provide a copy of the original file of the parcel during the course of the project to COUNTY. MROWCO will provide a timely update of all documents that pertain to the parcel during the course of the project. Upon completion of the project the original file will be delivered to COUNTY. Upon termination of this AGREEMENT for any cause or upon completion of the acquisition of the parcel or upon request of COUNTY when acquisition is determined to be by Eminent Domain proceedings, MROWCO's parcel file shall be delivered to the COUNTY. MROWCO'S parcel files shall be available for inspection or review of its contents by COUNTY, Illinois Department of Transportation or Federal Highway Administration personnel at any time.
- b. Electronic copies shall be provided unless county requests to the contrary.

### **4. Records Preservation**

MROWCO shall maintain, for a minimum of five years after the completion of the AGREEMENT, adequate books, records, and supporting documents to verify the amount, recipients, and uses of all disbursements of funds passing in conjunction with the AGREEMENT; the AGREEMENT and all books, records, and supporting documents related to the AGREEMENT shall be available for review and audit by the COUNTY Auditor; and the MROWCO agrees to cooperate fully with any audit conducted by the Auditor 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 COUNTY for the recovery of any funds paid by the COUNTY under the AGREEMENT for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

## 5. Consultant Certifications and Representations

- a. MROWCO certifies that MROWCO has read the certifications and assurances described in this AGREEMENT and in the Standard Provisions, and certifies that Mark D. Mathewson's signature on the AGREEMENT constitutes an endorsement and execution of each certification and assurance as though each were individually signed, and made on behalf of the contracting entity and its officers and each individual authorized to do work for the COUNTY under this AGREEMENT.
- b. MROWCO under penalties of perjury, certifies that 20-3870734 is its correct Federal Taxpayer Identification number. It is doing business as a Corporation.
- c. MROWCO certifies that it is not in default on an educational loan.
- d. MROWCO certifies that it is not barred from bidding on State of Illinois AGREEMENTs because of violations of State law regarding bid rigging or rotating. 720 ILCS 5/33E-3, 33E-4.
- e. MROWCO certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this AGREEMENT, or if a corporation, partnership, or other entity with 25 or more employees, have completed and signed a "DRUG-FREE WORKPLACE CERTIFICATION."
- f. MROWCO, under penalty or perjury under the laws of the United States, certifies that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds:
  - i. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  - ii. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

- iii. does not have a proposed debarment pending; and
- iv. has not been indicted, convicted, or the subject of a civil judgment by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.
- g. MROWCO certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois nor has MROWCO made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of this company been so convicted nor made such an admission.
- h. MROWCO is hereby notified that the COUNTY, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and Title 49, Code of Federal Regulations, Part 21, issued pursuant to such Act, will affirmatively insure that any AGREEMENT entered into pursuant to this AGREEMENT will be awarded without discrimination on the grounds of race, color, or national origin.
- i. MROWCO warrants and represents that it is fully qualified to provide the services hereunder provided for in this Agreement.

## 6. Disclosures

- a. MROWCO hereby certifies that if any conflict of interest arises, in any of the parcels subsequently assigned to it, it will immediately, within 5 business days of receipt, inform the COUNTY accepting this AGREEMENT and return all material furnished to him for reassignment to others.
- b. It is understood and agreed that Appendices A and B shall be a part of this AGREEMENT and MROWCO agrees to be bound by the terms and provisions contained herein.
- c. MROWCO warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for it, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the AGREEMENT. For breach or violation of this warranty, the COUNTY shall have the right to annul this AGREEMENT without liability.

## 7. Indemnity

MROWCO will indemnify and hold harmless the COUNTY from all claims and liability due to activities of himself, its agents, and its employees and will comply with all Federal, State, and local laws and ordinances.

## 8. Insurance

MROWCO shall obtain Commercial General Liability in a broad form, to include but not be limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed Operations, Personal Injury, Professional Liability\* and contractual Liability; limits of liability not less than: \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than: \$1,000,000.00 per occurrence, combined single limit for Bodily Injury and Property Damage Liability. Workers' Compensation Insurance will cover all employees that meet statutory limit in compliance with applicable state and federal laws. The coverage must also include employer's liability with minimum limits of \$100,000.00 for each incident.

TRANSYSTEMS shall be provided with Certificates of Insurance evidencing the above required insurance prior to the commencement of services and thereafter with the certificates evidencing renewals or changes to said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. TRANSYSTEMS shall be named as additional insured on all liability policies, and MROWCO acknowledges that any insurance maintained by TRANSYSTEMS shall apply in excess of, and not contribute to, insurance provided by MROWCO. The contractual liability arising out of the AGREEMENT shall be acknowledged on the Certificate of Insurance by the insurance company.

TRANSYSTEMS shall be provided with thirty (30) day prior notice, in writing, of Notice of Cancellation or material change and said notification requirements shall be stated on the Certificate of Insurance.

\* Professional Liability coverage shall be provided via Mathewson, Wishnoff & Taylor, P.C.

## 9. Breach

Nothing herein shall be construed as prohibiting the parties to the AGREEMENT from pursuing any other remedies available to the parties for such breach or threatened breach, including recovery of damages from the parties. This provision shall survive any termination of this AGREEMENT.

## 10. Governing Law

Terms of this AGREEMENT will be governed by Illinois law.

## 11. Transferability

MROWCO agrees that this AGREEMENT or any part thereof will not be sublet or transferred without the written consent of the COUNTY accepting this AGREEMENT.

**12. Execution of AGREEMENT**

In the event this AGREEMENT is executed, it shall constitute a contract as of the date it is approved by TRANSYSTEMS or its authorized representative and shall be binding on MROWCO, its executors, administrators, successors or assigns, as may be applicable.