

ILLINOIS DEPARTMENT OF TRANSPORTATION

Request for Approval
of Change in Consultant Contract

Date: 03/24/2009
Request: No. 1
To: Lake County Division of Transportation

Local Agency: LAKE COUNTY
Name: Peterson Rd - USH 45 to IL Route 83:
Phase I/II Engineering
Section: 07-00098-17-WR
Consultant: Christopher B. Burke Engineering Ltd.

I recommend that an addition be made to the above consultant contract.

The estimated work is listed below

Original contract amount for services described:	\$541,066.39
Sum of all previous contract change orders:	\$0.00

Item #	Description	Additions	Deductions
1	Extended the project limits to include the design of the intersection of IL Route 83 and Peterson Road.	\$313,036.76	
2	Additional Soil Investigation	\$18,600.00	
3	Right-of-Way Acquisition Consultant	\$68,000.00	
TOTALS		\$399,636.76	\$0.00
NET CHANGE		\$399,636.76	\$0.00

Net ADDITION change to date \$399,636.76 which is 73.86 % of the original contract amount for services described

State fully the nature and reason for change:

Revised contract amount for services described:	\$940,703.15
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Please see attached.

When the net increase or decrease in the cost of the contract is \$10,000 or more or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.

The undersigned has determined that the circumstances that necessitate this change were not reasonably foreseeable at the time the contract was signed.

The undersigned has determined that the circumstances that necessitate this change are germane to the original contract.

The undersigned has determined that this change is in the best interest of the local agency and is authorized by law.

Project Engineer *Carroll W. [Signature]* Date 3/24/09

Design Engineer *Michael S. [Signature]* Date 3/24/09

Approval Recommended *M.B. Burke / AB* Date 4/1/09
County Engineer

SCOPE OF SERVICES

Peterson Road at IL Route 83

March 23, 2009

PHASE II – DESIGN ENGINEERING SERVICES

Christopher B. Burke Engineering, Ltd. (CBBEL) will perform Phase II Engineering Services for the improvement to the intersection of Peterson Road and IL Route 83 to be included in the design plans for the Peterson Road Improvements from west of US Route 45 to east of IL Route 83 as described in our Scope of Services for Phase II – Design Engineering Services dated August 1, 2007. The intersection improvements will be designed based on projected 2030 design year traffic but at a minimum will incorporate intersection improvements as depicted in Exhibit C1 of the Central Range Agreement. Improvements along the west leg of Peterson Road will be limited to only what is required for the intersection improvements to meet the improvements to the east and will not encompass all improvement shown in Exhibit C1 west of the intersection. The proposed alignment will be based on the ultimate alignment and right-of-way as depicted in the plat of survey, document number 3038750 recorded on 7/10/1991, modified to meet existing conditions. The lengths of the additional improvements are approximately 0.50 mile along IL Route 83 and 0.35 miles along Peterson Road. CBBEL will provide services for all permitting required for these improvements. A detailed scope of services is provided below.

Task 1 – Data Collection and Review

CBBEL will collect and review additional data to be utilized for the preparation of contract documents. This data will include the following:

- Survey Data
 - Adjacent subdivision plats, Lake County tax maps, and any other available information to identify existing right-of-way.
 - Plats of highway for Peterson Road and Midlothian Road have been provided by LCDOT. CBBEL understands information on state plane monuments to be utilized for horizontal control and on benchmarks to be utilized for vertical control will be provided by LCDOT Survey.
- CBBEL understands that LCDOT will provide 24-hour tube counts for the intersections of Peterson Road at IL Route 83. CBBEL will perform peak hour counts to be used in the development in the IDS.
- Functional classifications of all roadways within the project limits.
- Wetland information including ADID wetland maps, National Wetland Inventory maps, Lake County soils maps, and any other information.
- Other state, county and village information including utility atlases, land use plans, ordinances, etc.

Task 2 – Survey

CBBEL understands LCDOT Survey Department will complete the survey and create a single base map to be used for the improvements.

CBBEL will supplement the LCDOT topographic survey with additional pick-up topographic survey as needed. The CBBEL pick-up survey will also include possible off-site detention storage sites for Peterson Road.

Task 3 – Geotechnical Investigation

CBBEL will retain TSC to conduct additional geotechnical investigation and complete a report in accordance with the IDOT Geotechnical Manual including soil profiles to supplement information in the Geotechnical Report for the Peterson Road Improvements to the east. The geotechnical investigation will consist of performing a total of 14 subgrade borings and 6 pavement cores.

TSC will visually classify boring samples according to AASHTO Soil Classification System. Laboratory tests will include moisture content determination and hand penetrometer measurements of unconfined compressive strength, as appropriate. Representative subgrade samples will be tested for Atterberg limits, grain size analysis and organic content in accordance with IDOT procedures.

Field and laboratory test data will be summarized in a comprehensive engineering report which meets IDOT guidelines including the preparation of soil profile sheets. The report will address anticipated soil and groundwater conditions impacting the roadway improvements. It will also provide specific recommendations to guide treatment of unsuitable or unstable soil types within the areas of pavement widening or reconstruction. Recommendations will also be made for a subgrade support value for pavement design.

Task 4 – Wetland Assessment

CBBEL will perform a wetland assessment including farmed wetlands along the project to supplement the wetland assessments already completed in the area.

The following specific services are proposed for the wetland assessment to comply with Section 404 of the Clean Water Act, IDNR requirements and LCSMC requirements.

- Field Reconnaissance: An investigation of the project site will be completed to determine the limits of the wetlands present. The limits of wetlands will be determined along Peterson Road and IL Route 83 a distance of 50' outside existing right-of-way. This task will also include a determination of the wetland limits on potential compensatory storage and detention storage sites. The wetland delineation will be completed based on the methodology established by the U.S. Army Corps of Engineers. Also during the site visit, wildlife and plant community qualities will be assessed. The limits of the wetland community will be field staked so that they can be located in relation to the project coordinate system as outlined in Task 2.

- Letter Report: The results of the field reconnaissance will be summarized in a letter report. The wetlands' generalized quality ratings, according to the Swink and Wilhelm Methodology (1994), will be included along with exhibits depicting the approximate wetland and project boundaries, National Wetland Inventory, Soil Survey, floodplain, USGS topography, site photographs and their locations, and the U.S. Army Corps of

Engineers (COE) Routine On-Site Data Forms. If the delineation is field surveyed, that will be used as our base wetland boundary map, otherwise we will use the best available aerial photograph.

- Lake County Boundary Confirmation and Jurisdictional Determination (if required): If necessary, we will coordinate a visit by the Lake County wetland specialist to confirm the delineated wetland boundaries and request a Jurisdictional Determination.
- Natural Resource Conservation Service Farmed Wetland Determination: Because the memorandum of agreement between the NRCS and the Corps of Engineers is no longer in effect, NRCS is no longer completing Certified Farmed Wetland Determinations. Therefore, this task will be completed by CBBEL staff with a visit to the NRCS to review aerial photograph slides of the parcel. CBBEL will prepare the Farmed Wetland Determination report and submit it for regulatory concurrence and approval.

Task 5 – IDOT Location Drainage Study

CBBEL will review data to be collected in Task 1 and the topographic survey in Task 2 and prepare a Location Drainage Study for IL Route 83 to be approved through IDOT.

The drainage work will include:

- Preparation of the Existing Drainage Plan.
- Evaluation of the existing drainage system.
- Determination of tributary area to the project.
- Evaluation of existing outfalls.
- Identification of viable outfalls.
- Design of inlet spacing and storm sewers.
- Determination of detention volumes based on Lake County ordinance.
- Review and coordinate detention requirements with adjacent developments.
- Reconnaissance of likely detention storage locations.
- Sizing detention pond and/or oversizing storm sewer conveyance system.
- Conducting culvert analysis.
- Preparation of a narrative summarizing Existing and Proposed Drainage.

The above work will be compiled into a Location Drainage Study in IDOT format and will be submitted to IDOT for approval.

Task 6 –Village of Grayslake and IDOT Coordination

Coordination with the Village of Grayslake and IDOT will be required throughout the project to coordinate this project with other possible projects and developments. Preliminary, pre-final and final plans and specifications will be sent to the Village and IDOT for coordination. We anticipate that four coordination meetings will be required.

Task 7 – Intersection Design Study - Peterson Road and IL Route 83

This task will consist of developing an IDS for the proposed intersection improvements based on geometric plan approved by LCDOT and IDOT. The IDS will be prepared at a scale of 1" = 50' using survey and topographic survey data from Task 2 and roadway geometrics to be prepared by CBBEL. The IDS will include the following:

- a. Intersection capacity analyses for a.m. and p.m. peak hour design year traffic volumes.

- b. Existing and projected peak hour volumes.
- c. Existing and proposed intersection geometrics.
- d. Proposed signal layout.
- e. Elements controlling design.
- f. General notes.

The IDS will be submitted to IDOT and LCDOT for review and comment. Any review comments will be incorporated into the final IDS and submitted to IDOT and LCDOT for formal approval.

Task 8 – Preliminary Geometric Plans

CBBEL will develop preliminary geometry including cross sections and right-of-way analysis for review and acceptance by LCDOT and IDOT prior to beginning Preliminary Plans, Specifications and Cost Estimate. The preliminary geometric plans will be fully developed with enough detail both horizontally and vertically to determine adherence to design criteria for the project. Working cross sections will be developed with enough detail to determine critical clearances from major utilities and adequacy of proposed or existing right-of-way.

Task 9 – Preliminary Plans, Specifications and Cost Estimate (75%)

Based on the approved Preliminary Geometric Plans in Task 8, CBBEL will prepare preliminary plans, specifications and an estimate of construction cost. Contract documents will be in accordance with Lake County standards and will be in English units.

The following additional drawings are anticipated to be added to the design plans for the Peterson Road Improvements from west of US Route 45 to east of IL. Route 83:

- 1 sheet Summary of Quantities
- 2 sheets Typical Sections
 - Complete and Comprehensive
 - Including existing and proposed utilities
 - Covers Main Line and Cross Roads
 - Extend from ROW to ROW Line
- 3 sheets Schedules of Quantities (Submitted during Pre-Final)
 - Schedules for all appropriate major Pay Items will be Included
- 1 sheet Alignment, Ties and Benchmarks
 - Provides Centerline Alignment, Horizontal and Vertical Control for the Project
 - Provides Ties for the centerline alignment and control points.
- 8 sheets Roadway Plan, Plan, and Profile Sheets (1"=20' horizontal, 1"=5' vertical)
 - Existing plan view top, proposed plan view middle, profile view bottom.
 - Horizontal and Vertical Alignments
 - Existing Edges of Pavement, Medians, C&G, Shoulders, Driveways, Lighting, Signing, Signals, Guardrails, Structures, Etc.
 - All Existing Storm Sewers, Cross Road Culverts, Manholes,

- Catchbasins, Inlets, Headwalls, Ditches, Pump Stations, Etc.
 - All Known Utilities Plotted as Accurately as Possible Including Horizontal and Vertical Locations
 - Identification, Sizes and Appurtenances on Existing Topography, Proposed Geometry, Existing Drainage, Proposed Drainage
 - Edges of Pavement, C&G, Medians, Driveways, Sidewalks, Retaining Walls, Structure Locations, and Identifications, etc.

- 6 sheets Maintenance of Traffic (1"=50' plan sheets)
 - Will Show the Traffic Control and Staging of the Work that Minimizes the Disturbance to Existing Traffic Patterns
 - Cross-Sections at Critical Area Will Be Provided to Determine Limits of Construction and Staging Constructability

- 3 sheets Erosion and Sediment Control Plans (1"=50' plan sheets)
 - Will Show Erosion and Sediment Control for All Construction Stages

- 8 sheets Utility Plan and Profiles (1"=20' horizontal, 1" = 5' vertical)
 - Main Drain (Horizontal, Vertical and Size), Manholes, Catch Basins, Inlets, etc. (Station/Offsets), Cross Culverts (Station/Offsets, Inverts and Waterway Information Tables), Sub-Drainage, etc.).

- 3 sheets Right-of-Way Sheets (Plat of Highway)

- 1 sheet Intersection Details (1"=10' plan sheets)
 - Provide Detailed Horizontal and Vertical Control for the Intersections of Peterson Road with IL Route 83.

- 2 sheets Pavement Marking and Signing Plans (1"=50' plan sheets)

- 2 sheets Landscaping Plans (1"=50' plan sheets)

- 6 sheets Temporary Traffic Signal Installation Plans – Peterson Road and IL Route 83 (1"=20' plan sheets)
 - Preliminary, Pre-final and Final Temporary Traffic Signal Installation Plans.
 - Temporary Cable Plan.
 - Temporary Interconnect Plan.
 - Temporary Phase Designation Diagram.
 - Emergency Vehicle Priority System Plan.
 - Remove Existing Traffic Signal Equipment.

- 6 sheets Traffic Signal Installation Plans – Peterson Road and IL Route 83 (1"=20' plan sheets)
 - Cable Plan.
 - Phase Designation Diagram.
 - Emergency Vehicle Priority System Plan.
 - Loop Detector Detail and General Notes.

- Mast Arm Mounted Street Name Signs.
 - Grounding Details.
 - Schedule of Quantities.
- 1 sheet Interconnect Plans (1"=50' plan sheets)
- Interconnect Schematic Plan Along Peterson Road Connecting IL Route 83 to US Route 45 and Connecting to the Existing Midlothian Road Interconnect System.
 - Schedule of Quantities.
- 1 sheet Detention Basin Grading Plans
- Existing and Proposed Contours
 - Control Structure Details
 - Incremental Detention Volume Table
- 1 sheet Construction Details
- 18 sheets Cross-Sections
- Sufficient in Number to Approximate Cuts and Fills
 - Sufficient in Number to Verify ROW Needs
 - Sufficient in Number to Delineate Drainage Patterns.
 - Through Driveway to Verify Easement Need and Constructability (Satisfactory Grades)
 - All Known Utilities Plotted and Proposed Ditching Sufficiently Complete to Allow Identification of Utility Conflicts

73 Total Additional Sheets

An estimate of construction cost will be submitted for review along with the preliminary plans and specifications. We have assumed no structural plans will be required for this project (bridges, culverts, retaining walls, etc.).

Task 10 – LCSMC Stormwater Calculations and Permit

A permit will be required from the Lake County Stormwater Management Commission (LCSMC). CBBEL will complete the stormwater management calculations associated with detention storage, compensatory storage, storm sewer systems, wetland hydrology, and culvert sizing. CBBEL will schedule pre-application meetings with the LCSMC prior to permit application submittals.

Task 11 – Utility Coordination

CBBEL will send preliminary plans to all utility companies that own facilities within the project limits. Once the utilities have verified the location of their facilities, CBBEL will identify potential conflicts, and will set up meetings to discuss necessary utility relocations or plan adjustments. The scheduling of the necessary utility relocation work will also be reviewed in the coordination meetings. We anticipate six meetings with individual utility companies will be required.

Proposed utility relocations determined through coordination will be shown in plan view, profile view, and on cross sections in the Master Utility Plan set. Please note that the Master Utility Plan set will most likely be developed after final construction drawings are submitted for letting

due to the typical timing of the receipt utility relocation plans.

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

Based on comments provided by LCDOT and the permitting agencies, and coordination with utility companies, CBBEL will submit pre-final construction documents for review. CBBEL will write a separate disposition of comments to address each reviewing agency's preliminary comments.

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

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

Task 14 – Preparation of Plats and Legals

Right-of-way plats for permanent takes and permanent/temporary easements will be prepared for parcels requiring acquisitions for drainage, roadway or grading purposes.

CBBEL will prepare plats and legal descriptions in accordance with IDOT's Acquisition Procedures for Local Agency projects.

Right-of-way acquisition shall be in accordance with Titles II and III of the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" (Public Law 91-646) and any subsequent amendments.

Task 15 – Individual Plat of Survey Drafting

To facilitate implementation of the overall project in a timely manner, CBBEL understands that some individual Plats of Survey will be required for land acquisition prior to the completion of the Plat of Highway. As such, CBBEL will use the effort completed in Task 14 to create 4 individual Plats of Survey for land acquisition purposes. The drafting effort for these plats is included in this task.

Task 16 – Extend Plat of Highway from Franklin to Route 45

To complete the proposed Plat of Highway for Peterson Road from US Route 45 to IL Route 83, CBBEL understands LCDOT want the Plat of Highway extended from the east project limit to US Route 45. CBBEL will extend the Plat of Highway created in Task 14 from the east project limit to US Route 45. The drafting effort to extend the Plat of Highway to the east is included in this task.

Task 17 – Land Acquisition Services

CBBEL will retain Santacruz Associates to perform land acquisition services for the project. These services will include appraisals, review appraisals, and negotiation services for the project. One specialty report is anticipated by Santacruz for the relocation/reconstruction of the Meyer farmhouse and two of the large pole sheds that are anticipated to be impacted by the proposed right-of-way.

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

It is estimated that approximately 10 parcels will be affected.

**PAYROLL ESCALATION TABLE
FIXED RAISES**

**FIRM NAME
PRIME/SUPPLEMENT**

Christopher B. Burke Engineering, Ltd.

DATE 03/23/09
PTB NO. _____

**CONTRACT TERM
START DATE
RAISE DATE**

30 MONTHS
04/15/09
01/01/09

OVERHEAD RATE 136.60%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

4/15/2009 - 01/01/10	9	30

= 30.00%
= 1.0303

1/2/2010 - 1/1/2011	12	30

41.20%

1/2/2011 - 10/1/2011	9	30

31.83%

The total escalation for this project would be:

3.03%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PTB NO.

Christopher B. Burke Engineering, Ltd

DATE 03/23/09

ESCALATION FACTOR

3.03%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Principal	\$70.00	\$70.00
Engineer VI	\$69.44	\$70.00
Engineer V	\$58.44	\$60.21
Engineer IV	\$48.82	\$50.30
Engineer III	\$37.33	\$38.46
Engineer I/II	\$29.63	\$30.53
Env. Res. Spec. V	\$58.50	\$60.27
Env. Res. Spec. IV	\$45.25	\$46.62
Env. Res. Spec. III	\$38.77	\$39.94
Env. Res. Spec. II	\$30.67	\$31.60
Env. Res. Technician	\$31.75	\$32.71
Survey V	\$68.50	\$70.00
Survey IV	\$49.25	\$50.74
Survey III	\$47.00	\$48.42
Survey II	\$32.14	\$33.11
Survey I	\$26.90	\$27.71
Cad Manager	\$48.00	\$49.45
Asst. Cad Manager	\$43.25	\$44.56
Cad II	\$40.48	\$41.71
Cad I	\$25.85	\$26.63
Engineering Tech IV	\$46.17	\$47.57
Engineering Tech III	\$41.31	\$42.56
Engineering Tech I/II	\$22.83	\$23.52
GIS Specialist III	\$37.00	\$38.12
GIS Specialist I/II	\$18.50	\$19.06
Administrative	\$27.48	\$28.31
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

Cost Estimate of
Consultant Services
(CPFF)

Client Lake County Division of Transportation Date 03/23/09
 Firm Christopher B. Burke Engineering, Ltd.
 Route Peterson Road
 Section 07-00098-17-WR
 County Lake
 Job No. _____
 PTB & Item _____
 Overhead Rate 136.60%
 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
Task 1 - Data Collection and Review	12	\$444.28	\$606.89		\$154.61	\$43.74		\$1,249.52	0.31%
Task 2 - Survey	62	\$2,339.94	\$3,196.35		\$814.30			\$6,350.59	1.59%
Task 3 - Geotechnical Investigation	4	\$181.47	\$247.89		\$63.15		\$18,600.00	\$19,092.51	4.78%
Task 4 - Wetland Assessment	54	\$2,196.08	\$2,999.85		\$764.24			\$5,960.17	1.49%
Task 5 - IDOT Location Drainage Study	396	\$16,629.12	\$22,715.38		\$5,786.93	\$473.28		\$45,604.72	11.41%
Task 6 - Village of Grayslake and IDOT Coordination	32	\$1,451.77	\$1,983.12		\$505.22			\$3,940.11	0.99%
Task 7 - Intersection Design Study - Peterson Road and IIL Route 83	160	\$7,267.61	\$9,927.55		\$2,529.13	\$81.00		\$19,805.29	4.96%
Task 8 - Preliminary Geometric Plans	92	\$4,139.13	\$5,654.05		\$1,440.42	48.6		\$11,282.20	2.82%
Task 9 - Preliminary Plans, Specifications and Cost Estimate (75%)	1126	\$45,967.98	\$62,655.67		\$15,962.06	\$489.04		\$124,974.75	31.27%
Task 10 - LCSMC Stormwater Calculations and Permit	84	\$3,179.37	\$4,343.02		\$1,106.42	\$118.32		\$8,747.14	2.19%
Task 11 - Utility Coordination	139	\$5,769.26	\$7,880.82		\$2,007.70	\$827.82		\$16,485.60	4.13%
Task 12 - Pre-Final Plans, Specifications, and Cost Estimate (90%)	236	\$9,700.38	\$13,250.71		\$3,375.73	\$489.04		\$26,815.86	6.71%
Task 13 - Final Plans Specifications and Cost Estimate (100%)	162	\$6,704.48	\$9,158.31		\$2,333.16	\$1,308.04		\$19,503.99	4.88%
Task 14 - Preparation of Plans and Legals	89	\$3,566.12	\$4,871.32		\$1,241.01	\$2,450.00		\$12,128.45	3.03%
Task 15 - Individual Plat of Survey Drafting (4)	36	\$1,829.13	\$2,498.59		\$636.54			\$4,964.25	1.24%
Task 16 - Extend Plat of Highway from Franklin to Route	39	\$1,502.57	\$2,052.51		\$522.89			\$4,077.97	1.02%
Task 17 - Land Acquisition Services	4	\$240.84	\$328.98		\$83.81		\$68,000.00	\$68,653.63	17.18%
TOTALS	2727	\$113,009.54	\$154,371.03	\$0.00	\$39,327.32	\$6,328.88	\$86,600.00	\$399,636.76	100.00%

Client Lake County Division of Transportation

Average Hourly Project Rates

Route Peterson Road

Section _____

County Lake

Job No. _____

PTB/Item _____

Consultant Christopher B. Burke Engineering, Ltd.

Date 03/23/09

Sheet 1 OF 3

Payroll Classification	Avg Hourly Rates	Total Project Rates			Task 1 - Data Collection and Review			Task 2 - Survey			Task 3 - Geotechnical Investigation			Task 4 - Wetland Assessment			Task 5 - IDOT Location Drainage Study		
		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	70.00	0																	
Engineer VI	70.00	80	2.93%	2.05															
Engineer V	60.21	215	7.88%	4.75	1	8.33%	5.02												
Engineer IV	50.30	24	0.88%	0.44															
Engineer III	38.46	405	14.85%	5.71	1	8.33%	3.20												
Engineer I/II	30.53	282	10.34%	3.16															
Env. Res. Spec. V	60.27	6	0.22%	0.13															
Env. Res. Spec. IV	46.62	52	1.91%	0.89															
Env. Res. Spec. III	39.94	2	0.07%	0.03	2	16.67%	6.66												
Env. Res. Spec. II	31.60	16	0.59%	0.19															
Env. Res. Technician	32.71	0																	
Survey V	70.00	7	0.26%	0.18															
Survey IV	50.74	46	1.69%	0.86															
Survey III	48.42	9	0.33%	0.16															
Survey II	33.11	56	2.05%	0.68															
Survey I	27.71	56	2.05%	0.57															
Cad Manager	49.45	226	8.29%	4.10															
Asst. Cad Manager	44.56	34	1.25%	0.56															
Cad II	41.71	448	16.43%	6.85															
Cad I	26.63	240	8.80%	2.34															
Engineering Tech IV	47.57	160	5.87%	2.79															
Engineering Tech III	42.56	220	8.07%	3.43															
Engineering Tech I/II	23.52	0																	
GIS Specialist III	38.12	25	0.92%	0.35	4	33.33%	12.71												
GIS Specialist I/II	19.06	0																	
Administrative	28.31	118	4.33%	1.23	4	33.33%	9.44												
		0																	
		0																	
		0																	
TOTALS		2727	100%	\$41.44	12	100%	\$37.02	62	100%	\$37.74	4	100%	\$45.37	54	100%	\$40.67	396	100%	\$41.99

Client Lake County Division of Transportation

Average Hourly Project Rates

Route Peterson Road

County Lake

Consultant Christopher B. Burke Engineering, Ltd.

Date 03/23/09

Sheet 2 OF 3

Payroll Classification	Avg Hourly Rates	Task 6 - Village of Grayslake and IDOT Coordination			Task 7 - Intersection Design Study - Peterson Road and IL Route 83			Task 8 - Preliminary Geometric Plans			Task 9 - Preliminary Plans, Specifications and Cost Estimate (75%)			Task 10 - LCSMC Stormwater Calculations and Permit			Task 11 - Utility Coordination		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	70.00																		
Engineer VI	70.00				24	15.00%	10.50												
Engineer V	60.21	16	50.00%	30.10				20	21.74%	13.09									
Engineer IV	50.30				24	15.00%	7.54												
Engineer III	38.46	40	25.00%	9.61				40	43.48%	16.72									
Engineer I/II	30.53	16	50.00%	15.26															
Env. Res. Spec. V	60.27																		
Env. Res. Spec. IV	46.62																		
Env. Res. Spec. III	39.94																		
Env. Res. Spec. II	31.60																		
Env. Res. Technician	32.71																		
Survey V	70.00																		
Survey IV	50.74																		
Survey III	48.42																		
Survey II	33.11																		
Survey I	27.71																		
Cad Manager	49.45																		
Asst. Cad Manager	44.56																		
Cad II	41.71				60	37.50%	15.64	24	26.09%	10.88									
Cad I	26.63																		
Engineering Tech IV	47.57																		
Engineering Tech III	42.56																		
Engineering Tech I/II	23.52																		
GIS Specialist III	38.12																		
GIS Specialist I/II	19.06																		
Administrative	28.31				12	7.50%	2.12												
TOTALS		32	100%	\$45.37	160	100%	\$45.42	92	100%	\$44.99	1126	100%	\$40.74	84	100%	\$37.85	139	100%	\$41.51

Client Lake County Division of Transportation

Average Hourly Project Rates

Route Peterson Road
 Section _____
 County Lake
 Job No. _____
 PTB/Item _____

Consultant Christopher B. Burke Engineering, Ltd.

Date 03/23/09

Sheet 3 OF 3

Payroll Classification	Avg Hourly Rates	Task 12 - Pre-Final Plans, Specifications, and Cost Estimate (90%)			Task 13 - Final Plans Specifications and Cost Estimate (100%)			Task 14 - Preparation of Plats and Legals			Task 15 - Individual Plat of Survey Drafting (4)			Task 16 - Extend Plat of Highway from Farnkin to Route 45			Task 17 - Land Acquisition Services		
		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	70.00																		
Engineer VI	70.00	4	1.69%	1.19	4	2.47%	1.73												
Engineer V	60.21	24	10.17%	6.12	16	9.88%	5.95									4	100.00%	60.21	
Engineer IV	50.30																		
Engineer III	38.46	24	10.17%	3.91	16	9.88%	3.80												
Engineer I/II	30.53	24	10.17%	3.10	16	9.88%	3.02												
Env. Res. Spec. V	60.27																		
Env. Res. Spec. IV	46.62																		
Env. Res. Spec. III	39.94																		
Env. Res. Spec. II	31.60																		
Env. Res. Technician	32.71																		
Survey V	70.00																		
Survey IV	50.74																		
Survey III	48.42																		
Survey II	33.11																		
Survey I	27.71																		
Cad Manager	49.45	16	6.78%	3.35	12	7.41%	3.66												
Asst. Cad Manager	44.56	4	1.69%	0.76	4	2.47%	1.10												
Cad II	41.71	48	20.34%	8.48	32	19.75%	8.24												
Cad I	26.63	36	15.25%	4.06	24	14.81%	3.95												
Engineering Tech IV	47.57	24	10.17%	4.84	16	9.88%	4.70												
Engineering Tech III	42.56	24	10.17%	4.33	16	9.88%	4.20												
Engineering Tech I/II	23.52																		
GIS Specialist III	38.12																		
GIS Specialist I/II	19.06																		
Administrative	28.31	8	3.39%	0.96	6	3.70%	1.05												
TOTALS		236	100%	\$41.10	162	100%	\$41.39	89	100%	\$40.07	36	100%	\$50.81	39	100%	\$38.53	4	100%	\$60.21

Local Office
January 5, 2009



TESTING SERVICE CORPORATION

Corporate Office:

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

Local Office:

457 E. Gundersen Drive, Carol Stream, IL 60188-2492
630.653.3920 • Fax 630.653.2726

Mr. Martin Worman, P.E.
Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018

Re: P.N. 42,260/L-69,878A
Peterson Road Improvements
IL Route 83 Intersection
Lake County, Illinois

Dear Mr. Worman:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide additional Geotechnical Engineering Services for the captioned project. In this regard, the limits of the project have been extended to the west to include the intersection of Peterson Road and IL Route 83. The Phase II Geotechnical Investigation for the Peterson Road Widening was to previously extend from U.S. Route 45 (Franklin Avenue) to east of IL Route 83. It was covered under TSC Proposal No. 38,929 (Revised) July 31, 2007, with initial work performed under TSC Job No. L-69,878.

Proposed Project Extension:

The new western limit of the project will be approximately 1300' west of IL Route 83. Improvement limits along Route 83 will be approximately 1300' north and 1250' south of Peterson Road, respectively. There might be widening and resurfacing of the intersection or a total reconstruction. Peterson Road is to be widened east of IL Route 83, as addressed in previous submittals.

Site Reconnaissance:

Peterson Road and IL Route 83 both consist of 2-lane asphalt pavements. For the most part they have narrow shoulders which adjoin shallow drainage ditches. However, several low-lying areas are located along the north leg of Route 83, embankment fills dropping off steeply by them (guardrails present near swale area).

There is evidence of underground pipelines along portions of the project which may have an impact on where TSC can drill soil borings. The exact alignment and extent of these pipelines is unknown at this time. TSC should be provided plans of these pipelines prior to starting work, if possible.

The Countryside Landfill is located at the northeast corner of IL 83 and Peterson Road. An earth mound associated with this landfill comes relatively close to the north right-of-way of Peterson Road, and therefore may impact the widening of the roadway. Special requirements may be needed to perform borings on the Landfill property such as permits, etc. Our scope of work does not include any provisions for performing soil borings within the landfill. A supplement to this proposal may be required if it is necessary to investigate any areas of the landfill property.

Scope of Investigation:

The scope of work includes performing subgrade borings and pavement cores for the full limits of the project extension. A total of fourteen (14) subgrade borings and six (6) pavement cores are being added. Each of the subgrade borings will be located at intervals of about 300 feet and will be extended to a depth of 10 feet. It is our understanding there will be no drainage culverts, retaining walls, deep sewers or traffic signal foundations which would warrant deeper borings.

The soil borings will be located along existing shoulder areas where pavement widening will occur. The purpose of the pavement cores will be to determine the thickness and composition of the pavement and base course or subbase materials. The pavement cores will be performed using a 4-inch diameter core barrel and will extend to the top of subgrade or to a maximum depth of 16 to 18 inches. Our scope of work does not include any subgrade sampling at pavement core locations.

The following table summarizes our scope of work included in this proposal.

Scope of Work

Roadway	Length	Subgrade Borings	Pavement Cores	IBR's
Peterson Road	1,300 feet	5 @ 10 ft	2 @ 1.5 ft	0
IL Route 83	2,500 feet	9 @ 10 ft	4 @ 1.5 ft	0
Totals:	3,850 feet	14 @ 10 ft	6 @ 1.5 ft	0

Procedures for Field Work:

Utility clearance for the soil borings will be obtained by TSC beforehand by contacting JULIE (Joint Utility Locating Information for Excavators), local municipalities and the customary agencies. TSC will utilize a crew trained in layout procedures to locate the borings in the field. Ground elevations at each boring will be interpolated from the topo plans or cross sections, or otherwise shot by GPS methods.

Soil samples will be obtained by standard split-spoon (ASTM D 1586) or geo-probe methods. Sampling will be performed at continuous intervals to 5 feet and at 2.5 foot intervals thereafter. Representative portions of samples will be sealed, packaged and transported to our laboratory. Groundwater observations will also be made during drilling.

Assumptions for Permits and Traffic Control:

An IDOT permit will be required to perform the proposed borings and cores along IL Route 83. It has been our experience that it may take 6 to 8 weeks or more to get the permit from IDOT. Peterson Road is under the jurisdiction of Lake County and will not require a permit.

It will be required to perform a lane closure for each of the pavement cores and those borings which fall on the pavement. This proposal includes a provision for flaggers, arrowboard and signs to perform the lane closures. It is understood that the drilling work and lane closures can be performed weekdays between the hours of 8:30 AM and 3:30 PM. This work may be subcontracted to a professional traffic control firm.

Laboratory Testing:

All boring samples will be examined by an experienced laboratory soils technician, to verify field descriptions and visually classify them in accordance with the AASHTO Soil Classification System. Laboratory testing will include moisture content determinations as well as hand penetrometer measurements of unconfined compressive strength, as appropriate. Representative subgrade samples will also be tested for Atterberg limits, grain size analysis and organic content in accordance with IDOT procedures. Please note that this cost proposal does not include any IBR tests on representative subgrade samples, since a Mechanistic type pavement design is anticipated for this project.

Report of Data Obtained:

Field and laboratory test data will be incorporated in an engineering report which is being prepared for the Peterson Road Improvements (1 report) to meet IDOT guidelines for submittal on a federally funded project. The report is to include preparation of soil profile sheets which will accompany the report. The report will address anticipated soil and groundwater conditions impacting the roadway improvements, based upon the information obtained from the borings. It will also provide specific recommendations to guide treatment of unsuitable or unstable soil types within areas of pavement widening or reconstruction. Recommendations will also be made for a subgrade support value for pavement design. Please note that our scope of work does not include performing pavement design.

Fees and Scope:

To provide the additional Geotechnical Services outlined herein, TSC is proposing a not-to-exceed budget increase of **Eighteen Thousand Six Hundred Dollars (\$18,600.00)**. This budget is based on the understanding that the work can be performed during standard weekdays with at least 6 hours allowed per day. Our fee is further subject to this proposal being accepted by you on or before January 31, 2009, with both new and original work to be performed in the 2009 calendar year.

Should the study reveal unexpected subsurface conditions requiring a change in scope, you will be contacted before we proceed with further work. Our invoice will be based on the unit rates given. Please note that our quoted fee does not include plan review, excavation, fill, earthwork, footing or foundation observations during construction phases of the project. The project budget should include provision for these services. Consultation, preconstruction meetings or other professional services subsequent to delivery of TSC's report are additional services that will be covered by separate invoice.

TSC's geotechnical investigation will not include services required to evaluate the likelihood of the site being contaminated by hazardous materials or other pollutants. Should an environmental investigation be desired by you, please contact the undersigned for a separate proposal.

Christopher B. Burke Engineering, Ltd.
Peterson Road, Lake County
P. N. 42,260 - January 5, 2009

The Illinois Department of Labor (IDOL) has taken the position that Core Drilling/Soil Testing is a covered activity under the Illinois Prevailing Wage Act (IPWA). This project, along with all other transportation and infrastructure related projects is now under the guidelines of IPWA enforcement. The unit prices provided in the attached fee schedule are meant to comply with the IPWA, and therefore should be in agreement with the position taken by the IDOL.

The geotechnical services being performed are subject to TSC's attached General Conditions. Unless stated otherwise, TSC fees include all state and federal taxes and permits that may be required; however, they do not include any license, permits or bond fees that local governments may impose. The local fees, if any, will be added to the invoice. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. Martin Worman, P.E.
Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream, Illinois office. Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted,

TESTING SERVICE CORPORATION


Michael V. Machalinski, P.E.
Vice President

MVM:tlv

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)

COST ESTIMATE
 Peterson Road Improvements
 IL Route 83 Intersection
 Lake County, IL
 P.N. 42,260

ITEM	UNITS	QTY	RATE	COST
STAKING, UTILITY CLEARANCE SERVICES				
1.1	Two-Person Crew	Hour	8.0	145.00 \$ 1,160.00
1.2	Layout Crew Chief	Hour	1.0	90.00 \$ 90.00
OBTAIN PERMITS (It is our understanding that an IDOT permit will be required for work to be performed on IL Route 83.)				
2.1	Administration of Engineer	Hour	3.0	150.00 \$ 450.00
2.2	Bonds, Permits, or Other Charges	At Cost	1	350.00 \$ 350.00
MOBILIZATION AND DEMOBILIZATION OF DRILL RIG AND CREW (Included in Original Proposal)				
3.1	Drill Mounted on Truck	Each	0	425.00 \$ 0.00
3.2	Drill Mounted on All-terrain Vehicle	Each	0	575.00 \$ 0.00
BORINGS FOR SUBGRADE Includes samples by SPT (split spoon) or Geo-Probe methods, visual classification and moisture contents.				
4.1	Standard Subgrade Borings	Foot	140.0	28.00 \$ 3,920.00
4.2	Soil Borings by Hand Auger	Foot	0.0	48.00 \$ 0.00
SURCHARGE FOR PREVAILING WAGE OF DRILL CREW Includes travel time - portal to portal.				
5.1	Standard Time (8.0 hours per day max.)	Hour	16.0	80.00 \$ 1,280.00
5.2	Overtime (Time > 8.0 hours per day)	Hour	0.0	100.00 \$ 0.00
OBTAIN PAVEMENT CORES Includes coring with 4 inch diameter barrel and retrieving all pavement materials to maximum depth of about 16 to 18 inches.				
6.1	Core Van and One-Man Crew - Regular Time (portal to portal) - Includes Prevailing Wage (Two-Man Crew charge = \$175.00 per hour)	Hour	8.0	110.00 \$ 880.00
6.2	Core Van and One-Man Crew - Over Time (portal to portal) - Includes Prevailing Wage (Two-Man Crew overtime charge = \$225.00 per hour)	Hour	0.0	150.00 \$ 0.00
6.3	Bit Wear - per inch of asphalt pavement or stabilized base	Inch	64.0	2.50 \$ 160.00

Christopher B. Burke Engineering, Ltd.
 Peterson Road, Lake County
 P. N. 42,260 - January 5, 2009

ITEM	UNITS	QTY	RATE	COST	
6.4	Bit Wear - per inch of P.C. concrete pavement	Inch	0.0	3.60	\$ 0.00
6.5	Patch Holes with Cold Patch Asphalt (Soil borings or pavement cores)	Each	12	10.00	\$ 120.00
6.6	Materials technician to measure and describe core sample in laboratory	Sample	6	16.00	\$ 96.00
TRAFFIC CONTROL					
7.1	TSC Flagger	Hour	0.0	80.00	\$ 0.00
7.2	TSC Arrowboard, Signs & Cones	Day	0	140.00	\$ 0.00
7.3	Traffic Control from Professional Firm (to be invoiced at cost - prices subject to change)	At Cost	1	3,200.00	\$ 3,200.00
LABORATORY TESTING					
8.1	Unconfined Compressive Strength	Sample	0	12.00	\$ 0.00
8.2	Washed Sieve Samples	Sample	1	75.00	\$ 75.00
8.3	Particle Size Analysis Including Hydrometer Analysis	Sample	4	115.00	\$ 460.00
8.4	Atterberg Limit Determinations	Sample	4	70.00	\$ 280.00
8.5	Organic Content (L.O.I. & Wet Combustion)	Sample	2	105.00	\$ 210.00
PROJECT ADMINISTRATION, ENGINEERING AND REPORTING PERSONNEL (It is our understanding that soil profile sheets will be required.)					
9.1	Senior Geotechnical Engineer, P.E.	Hour	16.0	150.00	\$ 2,400.00
9.2	Staff Engineer or Geologist	Hour	22.0	100.00	\$ 2,200.00
9.3	Secretary	Hour	5.0	55.00	\$ 275.00
9.4	Draftsman	Hour	1.0	75.00	\$ 75.00
9.5	CADD Technician	Hour	14.0	62.00	\$ 868.00
PRINTING AND REPRODUCTION (Included in Original Proposal)					
10.1	Formal Report for Roadway Soils Investigation	Copy	0	20.00	\$ 0.00
10.2	Soil Profile Sheets (at cost)	At Cost	0	71.00	\$ 0.00
				ESTIMATED TOTAL:	\$ 18,549.00
				RECOMMENDED BUDGET INCREASE:	\$ 18,600.00



TESTING SERVICE CORPORATION

GENERAL CONDITIONS

Geotechnical and Construction Services

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for Client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

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

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this agreement.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et. seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance

with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

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

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

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

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

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

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



TESTING SERVICE CORPORATION

Project Data Sheet

General Information:

Project Name: _____

Project Address: _____

City / State / Zip: _____

Project Manager: _____

Telephone: _____

Fax: _____

Site Contact: _____

Telephone: _____

Fax: _____

Send Invoice To:

Purchase Order No: _____

Attention: _____

Company: _____

Address: _____

City / State / Zip: _____

Telephone: _____

Fax: _____

Important Notes:

Completed By:

Signature: _____

Name: _____

Date: _____

Distribute Reports as Follows:

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

Telephone: _____

Fax: _____

Santacruz Associates

**Land Acquisition Services for
Christopher B. Burke Engineering Ltd.**

**For the benefit of the
County of Lake**

**Peterson Road from West of IL83
to Wisconsin Central Railroad Crossing**

dated January 27, 2009

Santacruz Associates

Land Acquisition Services for Christopher B. Burke Engineering Ltd. Peterson Road from West of IL83 to Wisconsin Central RR

SCOPE OF SERVICES

Santacruz Associates Ltd. ("SANTACRUZ") shall perform all necessary services to appraise, negotiate and acquire the right-of-way required for the construction of the **improvement of Peterson Road from west of IL83 to the Wisconsin Central Railroad crossing** (the "Project"). Said land acquisition services shall be provided by SANTACRUZ as a subcontractor to **Christopher B. Burke Engineering Ltd. (CBB)**, for the benefit of the **County of Lake (County)**. All such services shall be performed in accordance with the policies of **COUNTY**, and, where applicable, the Illinois Department of Transportation (IDOT) Land Acquisition Policies and Procedures Manual (the "Manual") and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (the "Act").

TECHNICAL APPROACH TO THE WORK

SANTACRUZ will act as the Land Acquisition Program Manager working with **COUNTY** and **CBB** to complete the land acquisition services, including the coordination of the appraisal, review appraisal, negotiation and land acquisition services, and, as requested, any specialty engineering services and relocation services. SANTACRUZ will review the construction plans for the Project with **CBB** and **COUNTY** to understand the nature and purpose of the project. The coordination of the services under this proposal shall be by J. Steve Santacruz, President of SANTACRUZ.

SANTACRUZ agrees to perform the services as set forth herein as well as furnish and deliver to **COUNTY** all necessary documents, including recorded conveyance documents and other forms and documents required by **COUNTY** to evidence the acquisition of the right-of-way or, in the alternative, the information necessary for **COUNTY** (and IDOT, if applicable) to undertake eminent domain proceedings in order to acquire the right-of-way. More specifically, SANTACRUZ will provide the following services:

1. Appraisal of the right of way parcels, including, when applicable, appraisal of the whole property and any remainder of the property not acquired by **COUNTY**.
2. When applicable, coordination of the acquisition of Specialty Engineering Reports ("Specialty Reports") with **CBB** (as approved by **COUNTY**). Specialty Reports review the existing and proposed conditions of the remaining property and estimate costs to cure or repair items left deficient, unusable or in disrepair as result of the acquisition of the right-of-way. Specialty Reports may be requested by the appraiser to assess any damages to the remainder of the property and to

complete the appraisal for that parcel. Compensation for this service will require an additional fee.

3. Review of the appraisals of the right of way parcels, and, when applicable, the appraisal of the whole property and any remainder of the property not acquired by **COUNTY**.
4. Negotiation in order to facilitate the acquisition of the right of way parcels. If negotiations fail or are terminated for any other reason (e.g., missing property owner or title exceptions which cannot be removed), SANTACRUZ shall make a recommendation to **COUNTY** (and IDOT, if applicable) to acquire the right-of-way by means of eminent domain proceedings.
5. Preparation of deeds, grants of easements, releases, affidavits, receipts and all other documents necessary to properly acquire the needed parcels and those documents necessary to clear title in accordance with the policies and procedures of **COUNTY** (and IDOT, if applicable).
6. Recordation of deeds and other documents necessary to clear title in accordance with the policies and procedures of **COUNTY** (and IDOT, if applicable).
7. Testimony in court by appraiser and/or review appraiser as an expert witness on behalf of **COUNTY** (and IDOT, if applicable) during eminent domain trials to support the valuations resulting from the acquisition services being provided hereunder. Compensation for this service will require an additional fee.
8. Testimony in court by negotiator as a witness on behalf of **COUNTY** (and IDOT, if applicable) during eminent domain trials to detail the negotiation process and communications with the property owner concerning the right-of-way. Compensation for this service will require an additional fee.
9. Preparation and maintenance of timely, accurate parcel data information as required by **COUNTY** (and IDOT, if applicable).
10. When applicable, submission of all necessary documentation in order to obtain approval of the right-of-way acquisition process by **COUNTY** and, if applicable, certification of the right-of-way acquisition process by IDOT.

SANTACRUZ will post the progress of the negotiation process on a parcel by parcel basis on its password protected Client-only access section of its website. Access will be provided to **CBB** and **COUNTY** so that they can obtain regular updates on the status of negotiations for each parcel. The website can be visited at www.Santacruz-Associates.com.

Appraisals and Review Appraisals

SANTACRUZ will subcontract the appraisal and review appraisal work to appraisers which are on IDOT's approved list. The selection of the appraiser and review appraiser shall be subject to

reasonable approval by **COUNTY**. All appraisal and review appraisal work shall be in accordance with Chapter 2 of the Manual and the Act.

SANTACRUZ will review the plat of highway and the construction plans with the selected appraisers and review appraisers. Appraisal work shall commence within ten (10) business days from the date **COUNTY** (and **IDOT**, if necessary) has approved the legals and plats and **COUNTY** provides **SANTACRUZ** with a copy of the construction plans and with copies of the legal description, plat of highway and title commitment for each parcel of right-of-way to be acquired. **SANTACRUZ** shall make all reasonable efforts to have all appraisal services completed within the time frame provided by **COUNTY**.

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. In addition, the appraiser shall provide the comparable sales relied on by the appraiser to reach its conclusions on the value of the right-of-way parcels. All appraisals will be reviewed by the review appraiser assuring that all items affecting the value of the property are considered in the appraisal. The review appraiser will review the comparable sales as part of the review process. The review 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.

All appraisals shall be prepared using the standardized **IDOT** forms in accordance with the Manual and the Act. **SANTACRUZ** shall provide **COUNTY** with a copy of the appraisal prepared for each parcel and, if applicable, the comparable sales book as prepared by the appraiser. The review appraiser will complete the standardized **IDOT** Right of Way Appraisal Review Certification Form. A copy of said certification will be attached to each appraisal delivered by **SANTACRUZ** to **COUNTY**.

It is understood by **CBB** and **COUNTY** that the appraiser may request a Specialty Engineering Report to estimate the cost to cure damages impacting the remainder of the property. In such cases, such damages require information and cost estimations beyond the expertise of the appraiser. The impacts may include the relocation of business signs, the re-striping of a parking lot, the re-configuration of a gas station, and other such items. At the election of **CBB**, such Specialty Engineering Reports may be provided by **CBB** or may be provided by **SANTACRUZ** through a consultant that specializes in producing specialty engineering reports. This proposal assumes one specialty engineering report as part of this project. Any other specialty engineering reports shall be pursuant to a separate work order issued by **CBB** for which **SANTACRUZ** shall be entitled to additional compensation.

As requested by **CBB** or **COUNTY**, **SANTACRUZ** will furnish and deliver updated or revised appraisals or review appraisals resulting from a revision to the right of way or when necessary for condemnation. This proposal assumes no updated or revised appraisal or review appraisal reports shall be required as part of this project. Any updated or revised appraisal or review appraisal reports shall be pursuant to a separate work order issued by **CBB** for which **SANTACRUZ** shall be entitled to additional compensation.

If necessary and requested by **CBB** or **COUNTY**, the appraiser and/or review appraiser will assist **COUNTY** and its legal counsel in any litigation necessary to acquire a right-of-way parcel through condemnation. **SANTACRUZ** will assure cooperation of the appraisers in trial preparation and providing testimony at depositions and trial as an expert witness on behalf of **COUNTY**. Any trial preparation or testimony by the appraisers shall be pursuant to a separate work order issued by **CBB** for which **SANTACRUZ** shall be entitled to additional compensation.

SANTACRUZ shall be entitled to the full compensation for any parcel for which appraisal and/or review services are commenced but not completed if a parcel is eliminated by **CBB** or **COUNTY** as a result of a redesign of the construction plans and cancellation of the Project.

Commencement and Completion Dates of Negotiation Activities

Unless otherwise instructed, **SANTACRUZ** will commence negotiation activities on a parcel within ten (10) business days after the plat of highway, legal descriptions, appraisals, and/or review appraisals, as the case maybe, have been approved by **COUNTY** and **IDOT** (if required). Furthermore, **SANTACRUZ** shall use all reasonable efforts to complete all negotiation and acquisition activities on or before the deadline established by **COUNTY** and, if applicable, **IDOT** to meet the letting schedule for the Project.

Negotiation and Acquisition Services

All negotiations and acquisition services shall be provided by **SANTACRUZ** in accordance with Chapters 3 and 4 of the Manual and the Act and the policies of **COUNTY** and **IDOT**. **SANTACRUZ** will make an offer to each property owner in the amount of just compensation established by the appraisal process and approved by **COUNTY**. **SANTACRUZ** will not have any authority to increase the amounts or include other consideration to be paid to a property owner in acquisition of a parcel unless specifically directed in writing by **COUNTY**.

Upon receipt of a counter offer from a property owner, **SANTACRUZ** will review the counter offer and any documentation provided by the property owner to support the counter offer. **SANTACRUZ** will forward the counter offer to the representative(s) of **COUNTY** assigned for the purpose of evaluating counter offers. **SANTACRUZ** will provide a recommendation concerning the counter offer including any reasons in support of the recommendation. **SANTACRUZ** will consult with the assigned representative(s) of **COUNTY** with respect to its response to the counter offer. Upon acceptance by **COUNTY** of any counter offer, **SANTACRUZ** will prepare the necessary documentation to be executed by **COUNTY** to formalize the settlement approved by **COUNTY**. If any counter offer is rejected by **COUNTY**, **SANTACRUZ** will communicate this to the property owner in writing providing the reason for the rejection of the counter offer. Thereafter, **SANTACRUZ** will immediately commence further negotiations with the property owner in an effort to reach a settlement.

SANTACRUZ will review the plat of highway and appraisals for each parcel before the start of negotiations with a property owner to understand the valuation determined by the appraisal process and to appreciate the impact to the property resulting from the Project. **SANTACRUZ** will also inspect the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for

COUNTY. SANTACRUZ will direct any questions to **CBB** resulting from its review of the plans, plats, appraisals and title commitments so that SANTACRUZ is prepared for any issues raised by the property owner during negotiations.

To the extent that it has not already been done, before contacting the owner of a parcel, SANTACRUZ will prepare and send an introductory letter to the property owner. SANTACRUZ will also prepare an offer package for presentation to the owner at the first meeting. The offer package shall contain the offer, a copy of the plat of highway with the acquisition areas highlighted and a copy of the legal descriptions of the parcels to be acquired. If, and only after repeated efforts to contact the property owner, SANTACRUZ is unable to make contact with the property owner, SANTACRUZ will send the offer package by certified mail so that a receipt of delivery can be established. SANTACRUZ will contact the property owner to schedule a meeting to review the offer package and the construction plans.

SANTACRUZ will make repeated efforts to contact a property owner and will make all reasonable efforts to reach a settlement before recommending that **COUNTY** (and IDOT, if applicable) commence condemnation proceedings. All contacts and efforts to make contact with the property owner shall be documented by SANTACRUZ.

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

Upon successful negotiations with the property owner, SANTACRUZ will prepare all necessary conveyance documents in order to complete the acquisition and obtain title approval for the property. SANTACRUZ will have all conveyance documents and title clearance documents it deems necessary recorded with the County Recorder's office where the parcel is situated. SANTACRUZ will submit the completed parcel file to **COUNTY** with original conveyance documents, title clearance documents, the Negotiator's Log, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by **COUNTY** and, if applicable, IDOT.

In the event that SANTACRUZ, after having made every reasonable effort to contact and negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, SANTACRUZ shall prepare and submit to **COUNTY** a recommendation that **COUNTY** (and IDOT, if applicable) proceed with condemnation in order to acquire the right of way needed from such parcel. SANTACRUZ will prepare and provide to **COUNTY** (and IDOT, if applicable) a file which will include the Negotiator's Log, copies of all correspondence with the property owner, title commitments, plats, and all other documentation concerning such parcel that will be required by **COUNTY** (and IDOT, if applicable) to proceed with the filing of a condemnation lawsuit against the property owner. In the event that SANTACRUZ submits a parcel to **COUNTY** (and IDOT, if applicable) with the recommendation that acquisition be completed by means of a condemnation action, SANTACRUZ will continue to make additional

efforts to acquire the parcel through settlement until the actual filing date of the petition for condemnation.

SANTACRUZ will submit all conveyance documents and title clearance documents to the title company responsible for preparing the title commitments requesting that the documents be recorded and that the title company issue a title policy for all permanent acquisitions (as requested by COUNTY or required by IDOT, if applicable).

If necessary and requested by COUNTY (and IDOT, if applicable) or CBB, SANTACRUZ will assist COUNTY (and IDOT, if applicable) and its respective legal counsel in any litigation necessary to acquire a right-of-way parcel through condemnation. SANTACRUZ will cooperate in trial preparation and will provide testimony at depositions and trial as a witness on behalf of COUNTY (and IDOT, if applicable) to attest to the negotiations being legally conducted in good faith and in accordance with the requirements of COUNTY, IDOT, the Act and the Manual. Any trial preparation or testimony by SANTACRUZ shall be pursuant to a separate work order issued by CBB for which SANTACRUZ shall be entitled to additional compensation.

SANTACRUZ will also complete and coordinate the Project Compliance Checklist required by the IDOT for right-of-way certification of the land acquisition process.

SANTACRUZ shall be entitled to the full compensation for any parcel for which negotiation and acquisition services once assigned by COUNTY but not completed if a parcel is eliminated by CBB or COUNTY as a result of a redesign of the construction plans and cancellation of the Project.

Relocation Services

The Project does not involve the acquisition of an entire or a significant portion of a parcel which is improved with a residence or commercial enterprise where the party occupying the property will need to be relocated. Any relocation services provided by SANTACRUZ directly or indirectly through a subcontractor shall be pursuant to a separate work order issued by CBB or COUNTY for which SANTACRUZ shall be entitled to additional compensation.

Work Plan

SANTACRUZ has developed a customized proprietary database for the purpose of assisting with its negotiation services. The database assures that no step is left undone in completing the negotiation and processing of each parcel.

All parcels are entered into the database by our Database Administrator, and checked by our Project Manager, before any documents or letters are prepared. After information for each parcel is entered into the database, including the information from the appraisals, an audit sheet (which summarizes all of the important information about the parcel) is created for review by our Administration Assistant and our Project Manager. No further action can be taken on this parcel until this review is complete and the audit sheet has been signed off by our Project Manager. This is one of the keys to our Quality Assurance Program.

In addition, if no contact information is found for the property owner, our Database Administrator notifies our Administrative Assistant to start skip tracing procedures. The results of the skip tracing are submitted to our Project Manager before the information is entered into the database. After all of this has been completed, our Administrative Assistant prepares the introductory letters for review and signature by our Project Manager.

Once the appraisal has been reviewed and approved, SANTACRUZ will review the title commitment of every file to determine what title clearance documents will be required. If any documents recorded against the property need to be acquired, such documents are ordered at that time.

All preliminary contacts concerning negotiations with each property owner are made by Mr. Santacruz. All contacts (e.g., letters to be sent, phone call, meetings, etc.) are scheduled into the database for tracking. In addition, after every contact with (or attempted contact of) a property owner, notes of that contact are entered into the database contemporaneously.

Upon settlement of the parcel, all conveyance documents are prepared for execution by the property owner(s). Mr. Santacruz reviews the title with our Administrative Assistant so that the gathering of title clearance documents can be commenced. Mr. Santacruz is responsible for reviewing every settled parcel to assure that SANTACRUZ has obtained all necessary documents for title clearance.

As part of this work plan and our Quality Assurance Program, Mr. Santacruz prepares the weekly status reports so that he reviews the most recent information on each parcel and understands where each parcel is in the process. This is the manner that the Project Manager is kept abreast of all other issues surrounding each parcel.

PRIOR EXPERIENCE

SANTACRUZ specializes in negotiating and acquiring right-of-way for governmental agencies and private entities for use in roadway construction, the development of other public/private projects, and the installation of infrastructure fixtures and equipment. SANTACRUZ has been providing negotiations and land acquisition services for right of way purposes for over ten years. A resume of our company is attached to this Proposal listing references from past and current clients of SANTACRUZ. In addition, a list of our recent projects which include negotiations, acquisitions services and the coordination of appraisal functions, see attached Prior Experience.

COMPENSATION

SANTACRUZ shall be entitled to the compensation as shown on the attached schedule. Our cost proposal, based on **ten (10)** projected parcels of right-of-way, is as follows:

<u>APPRAISALS:</u>	\$24,000.00.
<u>REVIEW APPRAISALS:</u>	\$8,000.00.
<u>NEGOTIATIONS:</u>	\$19,500.00.

SANTACRUZ will have a Specialty Report prepared analyzing the feasibility and cost of moving or reconstructing a house and two pole sheds impacted by this project. Our subconsultant shall provide these services at the cost of **\$3,000.00** per building or a total of **\$9,000.00**.

SANTACRUZ shall invoice **CBB** for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii) the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender's fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees. SANTACRUZ shall include **\$750.00** per parcel for these charges. SANTACRUZ shall pay any such fees and charges in excess of the **\$750.00** per parcel allowance for which SANTACRUZ shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued by **CBB**.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered a cost not to exceed of **\$68,000.00** as follows:

Land Acquisition Services	\$51,500.00
Special Reports	\$9,000.00
Direct Billable Expenses	\$7,500.00

CERTIFICATIONS AS BUSINESS ENTERPRISE (BEP), MINORITY BUSINESS ENTERPRISE (MBE) AND DISADVANTAGED BUSINESS ENTERPRISE (DBE)

SANTACRUZ is certified in the Business Enterprise Program with the State of Illinois – Department of Central Management Services. SANTACRUZ is also certified as a Disadvantaged Business Enterprise by the State of Illinois – Department of Transportation and a Minority Business Enterprise by Cook County and the City of Chicago. As SANTACRUZ will supervise 100% of the Negotiation and Acquisition services, **COUNTY** should meet or exceed any minimal BEP/DBE/MBE utilization goals established for the Project.

COMPENSATION FOR SERVICES

Appraisal Services:

Appraisals	\$2,400
Revision due to change in ROW or plans	\$750

Review Appraisal Services:

Review Appraisals	\$800
Revision due to change in ROW or plans	\$400

Negotiation and Acquisition Services:

Negotiation and acquisition services including, without limitation, documentation of conveyance of property interest	\$1,950
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Witness Services

Rate for each ½ day in pretrial conference or in court for Negotiator	\$750.00
Rate for each ½ day in pretrial conference or in court for Appraiser	\$750.00
Hourly rate for consultation not otherwise specifically provided for herein	\$225.00

Title Services (if applicable)

Later date commitment	\$75.00
+ Administrative fee	\$25.00
Title insurance policies (minimum of \$200.00 per policy)	\$200.00
+ Additional costs of	\$3.50 per thousand
+ Administrative fee	\$25.00
Recording of Documents – In addition to actual recording costs	
+ Administrative fee	\$25.00
Copies of recorded documents – In addition to actual copying costs	
+ Research fee	\$50.00
+ Administrative fee	\$25.00