


Municipality WAUKEGAN	L O C A L A G E N C Y	 Illinois Department of Transportation	C O N S U L T A N T	Name McClure Engineering Assocs., Inc
Township				Address 2728 Grand Avenue
County Lake County – Division of Transportation		Preliminary Engineering Services Agreement For Non-Motor Fuel Tax Funds		City Waukegan
Section 09-00109-06-CH				State Illinois

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 O'PLAINE ROAD AT KENNEDY DRIVE

Route _____ Length _____ Mi. 800.00 FT (Structure No. _____)

Termini O'PLAINE ROAD AT KENNEDY DRIVE AND WEST AVENUE BETWEEN KENNEDY DRIVE AND HILL AVENUE

Description:

ENGINEERING SERVICES IN ACCORDANCE WITH THE LRS11, LDCOT SCOPING REPORT, LCDOT SURVEY PROCEDURES, AND SCOPE OF SERVICES ATTACHED HERETO AND MADE A PART HEREOF.

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 114 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.

The Total Not-to-Exceed Contract Amount shall be \$52,157.50

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

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

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

It is Mutually Agreed,

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

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

Executed by the LA:

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

ATTEST:

State of Illinois, acting by and through its

By _____

County Board

Lake County Clerk

By _____

(Seal)

Title Chairman of the County Board

RECOMMENDED FOR EXECUTION

Martin G. Buehler, P.E.
Director of Transportation/County Engineer
Lake County

Executed by the ENGINEER:

McCLURE ENGINEERING ASSOCIATES, INC.

Engineering Firm
2728 GRAND AVENUE

Street Address
WAUKEGAN, ILLINOIS
City, State

ATTEST:

By _____

By _____

PAUL A. DeBRUYNE, P.E.

HARLAN M. DOLAND, P.E., P.L.S.

Title PRESIDENT/CEO

Title DIVISION MANAGER/VICE PRESIDENT

ANDOT0110

**McCLURE ENGINEERING ASSOCIATES, INC.
ACTIVE PERSONNEL CATEGORY LISTINGS
REPORT: EMPLOYEE CLASSIFICATION LIST**DATE: 01/29/10

<u>CLASSIFICATIONS</u>	<u>AVERAGE HR. RATE</u>
PRINCIPAL	63.30
PROJECT MANAGER	48.41
LICENSED STRUCTURAL ENGINEER	47.00
PROF. LAND SURVEYOR	37.42
PROFESSIONAL CIVIL ENGINEER	35.20
SURVEY PARTY CHIEF	30.67
ENGINEER TECHNICIAN	26.41
DRAFTERS/CADD	26.41
SURVEY INSTRUMENT OPERATOR	25.84
ENGR INTERN/SURVEY INTERN	25.76
CLERICAL	20.74
SURVEY TECHNICIAN	17.74

Note: Annual salary adjustments (raises) are given on anniversary dates through out the year.
Salary adjustments generally average 5% annually.

Exhibit A
Preliminary Engineering

Route: _____
Local Agency: LAKE _____
 (Municipality/Township/County)
Section: _____
Project: O'Plaine Road at Kennedy Drive
Job No.: _____

*Firm's approved rates on file with
 IDOT's Bureau of Accounting and
 Auditing:
 Payroll Burden & Fringe Rate 83.78%
 Overhead & Expense Rate 90.69%
 Complexity Factor 0.036

Cost Estimate of Consultant's Services in Dollars

Element of Work Surveys, Plans, Specifications, Estimate	Employee Classification	Man- Hours	Pay- Roll Rate	Pay- Roll Costs	Payroll Burden & Fringe Costs	Overhead and Expenses*	Profit	Total
DATA COLLECTION	PROJECT MGR.	12	48.41	\$580.92	\$486.69	\$526.84	\$231.20	\$1,825.65
	CIVIL ENG.	12	35.20	\$422.40	\$353.89	\$383.07	\$168.11	\$1,327.47
SURVEYS	LAND SURVEYOR	16	37.42	\$598.72	\$501.61	\$542.98	\$238.28	\$1,881.59
	PARTY CHIEF	24	30.67	\$736.08	\$616.69	\$667.55	\$292.95	\$2,313.27
	INST. OPERATOR	24	25.84	\$620.16	\$519.57	\$562.42	\$246.81	\$1,948.96
	CADD TECH.	64	26.41	\$1,690.24	\$1,416.08	\$1,532.88	\$672.68	\$5,311.88
SOIL BORINGS	SUBCONTRACTOR							\$2,132.00
WETLAND DELINEATION	SUBCONTRACTOR							\$1,550.00
ARMY CORP.S PERMIT	SUBCONTRACTOR							\$1,775.00
DESIGN	PROJECT MGR.	24	48.41	\$1,161.84	\$973.39	\$1,053.67	\$462.39	\$3,651.29
	CIVIL ENG.	40	35.20	\$1,408.00	\$1,179.62	\$1,276.92	\$560.36	\$4,424.90
	CADD TECH.	80	26.41	\$2,112.80	\$1,770.10	\$1,916.10	\$840.86	\$6,639.86
PLANS, SPECS., ESTIMATE OF COST	PROJECT MGR.	8	48.41	\$387.28	\$324.46	\$351.22	\$154.13	\$1,217.09
	CIVIL ENG.	28	35.20	\$985.60	\$825.74	\$893.84	\$392.25	\$3,097.43
	CADD TECH.	80	26.41	\$2,112.80	\$1,770.10	\$1,916.10	\$840.86	\$6,639.86
LOCAL AGENCY COORDINATION	PROJECT MGR.	8	48.41	\$387.28	\$324.46	\$351.22	\$154.13	\$1,217.09
	CIVIL ENG.	16	35.20	\$563.20	\$471.85	\$510.77	\$224.14	\$1,769.96
PROJECT MANAGEMENT,	PROJECT MGR.	16	48.41	\$774.56	\$648.93	\$702.45	\$308.26	\$2,434.20
TRANSPORTATION AND OUT OF POCKET	ALLOWANCE							\$1,000.00
Totals		452		\$14,541.88	\$12,183.19	\$13,188.03	\$5,787.41	\$52,157.50

LAKE COUNTY
 DIVISION OF TRANSPORTATION
 O'PLAINE ROAD AT KENNEDY DRIVE
 SCOPE OF SERVICES
 MANHOUR PROJECTIONS

PRELIMINARY ENGINEERING

TASK 1

Data Collection

1. Data Collection		8
2. Initial Field Inspection		8
3. Meeting with Lake County Division of Transportation		4
4. Meetings and Coordination with City of Waukegan		<u>4</u>
	Total Task 1	24

TASK 2

Surveys

1. Topographic Survey		88
2. Plat of Dedication		<u>40</u>
	Total Task 2	128

TASK 3

1. Soil Borings	Allowance	\$2132
	Total Task 3	\$2132

TASK 4

Wetlands

1. Delineation		\$1550
2. Army Corps Permit (If required)		\$1775
	Total Task 4	\$3325

TASK 5

Design

1. Geometric Studies and Impact Analysis	16
2. Profile Studies	40
3. Cross Section Studies	40
4. Utility Studies and Impact Analysis	8
5. Drainage Analysis	8
6. Stormwater Detention (if necessary)	16
7. Erosion Control	8
8. Coordination Meetings	<u>8</u>
Total Task 5	144

TASK 6

Plans, Specifications, Estimate of Cost

1. Prepare Plans	60
2. Prepare Specifications	24
3. Prepare Quantities	24
4. Prepare Estimate of Cost	<u>8</u>
Total Task 7	116

TASK 7

Local Agency Coordination

1. Coordination with LCDOT	16
2. Coordination with City of Waukegan	<u>8</u>
Total Task 8	24

TASK 8

Project Management and Administration 16

Total Task 9 16

Total Manhours 452

McCLURE ENGINEERING ASSOCIATES, INC.
SCOPE OF SERVICES
TRAVELING AND OUT-OF-POCKET EXPENSES

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Copies (8½ x 11)	2,500 Each	\$0.20	\$ 500.00
Bluelines/Sepias/Prints (24 x 36)	200 Each	\$2.00	\$ 400.00
UPS*	1	Lump Sum	<u>\$ 100.00</u>
TOTAL			\$1,000.00

*Lump sum allowance since UPS will be based on weight and size of item shipped throughout the project.



office: 1-847-870-0544
fax: 1-847-870-0661
www.soilandmaterialconsultants.com
us@soilandmaterialconsultants.com

April 25, 2011
Proposal No. 12,003

Mr. Harlan M. Doland, P.E. P.L.S.
McClure Engineering Associates, Inc.
2728 Grand Avenue
Waukegan, IL 60085

Re: Geotechnical Investigation
O'Plaine at Kennedy Drive
09-00109-06-CH
Lake County, Illinois

Dear Mr. Doland:

Submitted for your consideration is our proposal to provide the requested subsurface soil investigation, engineering evaluation and geotechnical report on the above referenced site. Our services will be provided in accordance with the guidelines stated below.

Field Investigation

We propose the layout of 4 borings at the requested locations and in areas accessible to our truck mounted drilling equipment. One boring will be located in the proposed cul-de-sac area on Kennedy Drive with the remaining 3 borings located in the proposed extension of West Avenue. We will take reasonable precautions to minimize surface and subsurface damage due to our operations. We cannot be responsible for the cost of site restoration resulting from accessing and performing the investigation.

We will contact JULIE for location of public utilities. The location of private services or other below grade improvements is the responsibility of the property owner.

The borings will be power auger drilled and soils sampled using a split barrel sampler at intervals of 2.5 feet within 15.0 feet of the surface and at intervals of 5.0 feet below this depth. The proposed borings will extend to minimum depths of 10.0 feet. Additional boring depth and sampling may be provided if weak or unsuitable soil conditions are encountered.

Laboratory Testing

Soil samples will be returned to our laboratory for review and tested to determine moisture content. Competent samples of cohesive soils will be tested further to determine dry unit weight and unconfined compressive strength. Additional testing may be provided based on the results of the field investigation and laboratory testing.

8 WEST COLLEGE DRIVE * ARLINGTON HEIGHTS, IL 60004

SOIL BORINGS * SITE INVESTIGATIONS * PAVEMENT INVESTIGATIONS * GEOTECHNICAL ENGINEERING
TESTING OF * SOIL * ASPHALT * CONCRETE * MORTAR * STEEL

Proposal No. 12,003
Re: O'Plaine at Kennedy Drive
09-00109-06-CH
Lake County, Illinois

Engineering Evaluation, Report

The field investigation and laboratory testing will be completed under the direction of a Registered Professional Engineer. Preliminary information will be available upon request. Upon completion of the investigation an engineering evaluation will be completed and a report prepared. The report will present our findings, evaluate the findings and present appropriate recommendations.

Charges

Our unit charges and the estimated total cost for the investigation are indicated on the attached Schedule of Fees. Final billing will be based on this schedule. If additional services are requested that are beyond the scope of the proposed investigation, they will be provided at our established unit prices.

Your consideration of this proposal is appreciated. The attached General Conditions are understood to be part of this proposal. If acceptable, please execute and return one copy to our office.

Should you have any questions concerning the scope of the investigation, please let us know.

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.



Thomas P. Johnson, P.E.
Director of Engineering

TPJ:ek

Proposal Accepted By:

Client _____
Street _____
Town _____ State _____ Zip Code _____
Phone () _____ Fax () _____
Signature _____ Position _____
Printed Name _____ Date _____

SCHEDULE OF FEES -- SUBSURFACE SOIL INVESTIGATION

Field

Boring Layout	1 hr.	\$	85.00 /hr.	\$	85.00
Utility Location	3 hr.	\$	85.00 /hr.	\$	255.00
Mobilization	1	\$	Lump Sum	\$	300.00
Drilling (4 at 10')	40 ft.	\$	12.00 /ft.	\$	480.00
Split Barrel Sampling	16 ea.	\$	8.00 ea.	\$	128.00

Laboratory

Moisture Content	20 ea.	\$	3.00 ea.	\$	60.00
Unit Weight	16 ea.	\$	3.00 ea.	\$	48.00
Unconfined Compressive Strength	16 ea.	\$	6.00 ea.	\$	96.00
Hydrometer Analysis	2 ea.	\$	85.00 ea.	\$	170.00
Atterberg Limits	2 ea.	\$	60.00 ea.	\$	120.00

Report

Senior Engineer (P.E.)	3 hr.	\$	130.00 /hr.	\$	390.00
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Estimated Total Cost: \$ 2,132.00

TERMS AND CONDITIONS

Soil and Material Consultants, Inc. (SMC) scope of work defined in the proposal was based on information provided by the client. If incomplete, inaccurate or if unexpected site conditions are discovered, the scope of work may change.

GEOTECHNICAL INVESTIGATIONS

Client will furnish SMC with right-of-access to the site. SMC will take reasonable precautions to minimize site damage due to its operations, but has not included in the fee the cost of restoration of any resulting damage. SMC shall not be liable for damage or injury due to encountering subsurface structures (pipes, tanks, utilities or others) not called to SMC's attention in writing or are not correctly shown on the drawings furnished by client or client's representative. If the client desires, SMC will restore any damage to the site and add the cost of restoration to the fee.

Field work, laboratory testing and engineering analysis will be performed in accordance with generally accepted soil and foundation engineering practices. Samples are retained in our laboratory for 30 days from date of report and then destroyed unless other disposition is requested. The data reported applies only to the soils sampled and the conditions encountered at each boring location. This does not imply or guarantee that soils between borings will be identical in character. Isolated inclusions of better or poorer soils can be found on any site. SMC will not be liable for extra work or other consequences due to changed conditions encountered between borings.

Any exploration, testing and analysis associated with the investigation will be performed by SMC for the client's sole use to fulfill the purpose of this Agreement. SMC is not responsible for use or interpretation of the information by others. The client recognizes that subsurface conditions may vary from those encountered in borings or explorations. Information and recommendations developed by SMC are based solely on available information and for the currently proposed improvement.

Documents including but not limited to technical reports, original boring logs, field data, field notes, laboratory test data, calculations, reports of inspection and testing, geotechnical reports, technical reports, submittals and estimates furnished to the client or its agents pursuant to this agreement are not intended or represented to be suitable for reuse by the client or others on extensions of this project or on any other project. Any reuse without SMC's written consent will be at user's sole risk and without liability or legal exposure to SMC. User shall indemnify and hold harmless SMC from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. To the maximum extent permitted by law, the Client agrees to limit SMC liability for clients' damages to \$100,000 or the fee, whichever is lesser. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Soil and Material Consultants, Inc. is a Professional Engineering Corporation. Engineering services are often completed by extension through technical staff. The unit rates presented in this proposal do not reflect charges associated with organized labor. Future agreements, if any, with organized labor will invalidate some of the unit rates presented. Required rate adjustments will be presented to the client for acceptance prior to providing services at the adjusted rates.

Services are invoiced monthly for the preceding period. Client agrees to pay each invoice within thirty (30) days of receipt and further agrees to pay interest on all amounts not paid at the rate of 2.0% per month, an annual rate of 24%, from the due date. Client agrees to pay all reasonable costs of collection including staff time, court costs, Attorneys' fees and related expenses, if this account becomes delinquent. Client agrees that reports furnished to the client but not paid for in full remain the sole property of SMC and will not be used for design, construction, permits, licensing, sales or other gain.

TESTING SERVICES

Client shall furnish SMC with at least one working day's notice on any part-time (less than 8 hours/day) job when field personnel are requested. SMC shall make reasonable effort to provide field personnel in a timely manner but reserves the right to schedule field personnel as deemed appropriate. Minimum charges will be billed when work cancellations are received after field personnel have left for the project site.

SMC personnel will provide a professional service based on observations and testing of the work of a contractor, subcontractor, or other service/material provider, as specifically requested. SMC field personnel will look for general conformance with project specifications, plans and/or soil report but does not accept the responsibility to control or direct the work of others. *Discrepancies noted by SMC office or field personnel will be referred to client or client's representative.*

Testing Services furnished by SMC are defined as the taking of soil and/or material tests at various locations and the making of visual observations relating to earthwork, foundations, and/or materials as specifically requested by the client and agreed to by SMC, and will be limited to those specifically agreed services. Such services will be performed by SMC using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the profession practicing in this or similar localities.

Observations and testing of soils and/or materials by SMC in no way implies a guarantee or warranty of the work of the contractor, subcontractor, or other service/material provider. SMC's work or failure to perform same shall in no way excuse such contractor, subcontractor or other service/material provider from liability in the event of subsequently discovered defects, omissions, errors, deficiencies or failure to perform in accordance with the project plans and specifications. SMC field personnel shall not be responsible for superintendence of the construction process nor direction of the work of the contractor, subcontractor, or other service/material provider. SMC's work shall not include determining or implementing the means, methods, techniques, sequences or procedures of construction. SMC shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare.

PROPOSAL FOR ENVIRONMENTAL SERVICES
WAUKEGAN, ILLINOIS
Proposed DOT project

Ehorn Environmental is proposing the following environmental services for an approximately 2+ acre site located at the intersection of O'Plaine Road and Route 120.

This site is at present a right of way along Route 120.

It is not known if wetlands exist on the site based upon initial maps available. Photographs show some suspicious areas with hydrophytic vegetation. Based upon the known information that may include the presence of wetlands, delineation work will have to be prepared to be used as a basis for permitting at the local and federal level.

Lake County has adapted a Stormwater Ordinance that requires a Certified Wetland Specialist to perform certain studies to document the extent and quality of wetlands and to use that information to establish protective buffers around wetlands and waters.

If wetlands are found on the site a permit strategy must be developed to protect the wetlands or permits must be sought for impacts. The following scope of services is proposed to determine if there are wetlands or waters of the U.S. on the site and to assist the applicant in establishing a permit strategy consistent with the Lake County ordinance or Corps rules.

Scope of Services:

1. Wetland Delineation

If it is determined that wetlands or more extensive waters of the U.S. exist on the site, a wetland delineation report would be required.

Ehorn Environmental will prepare a wetland delineation report that satisfies the Corps of Engineers guidance and the Lake County ordinance for the wetland permit program and address current guidelines of the NRCS and State of Illinois. The wetland report will document the three parameters required including soils, vegetation and hydrology.

The wetland delineation report will be prepared by making field observations, staking the wetland perimeter and providing an initial estimate of the size of the wetland areas. The exact size of wetlands will be determined by a land surveyor and the client is responsible to assure that the survey is provided to Ehorn for completion of the wetland report. The land survey is not a part of the wetland delineation proposal or cost.

Ehorn will initiate the following reviews, however, the completion of the wetland delineation task is not premised on having the site cleared by the referenced agencies.

Note that the Corps of Engineers has issued new guidance on jurisdictional reviews along with a Regulatory Guidance Letter to the Districts on how to implement new guidance on jurisdictional reviews.

2. Permit Application Preparation and Submittal

If wetlands are found on the site the following actions would be required. The actual level of work would be based upon the determination that the wetlands were either federal or local.

Early coordination on the development plans assures that the first set of plans best reflects the current regulations. Therefore the client is encouraged to have a meeting with the engineers and Ehorn to review the site characteristics and establish a draft plan that avoids or reduces impacts to wetlands to the extent possible.

When informed by client that the permit process is to begin, Ehorn Environmental will prepare wetland related permit documents required by local, state and federal requirements and submit the application materials as a part of the overall submittal. The basis of the permit submittal will be a plan that is prepared by others with sufficient engineering, stormwater management, site grading plans showing wetland limits to support a permit decision. Ehorn Environmental will work with the planners and engineers to assure that sufficient background information is prepared to document avoidance, minimization and mitigation of wetlands.

A wetland permit application will be prepared for the preferred plan for the site. Any modifications to the plans that require a substantial revision to documents will require additional work and related costs to redevelop the permit submittals.

The permit application submittals will be provided to the required state and federal agencies. The package will include coordination for archaeological and historic reviews, and threatened and endangered species. It is anticipated that there will not be any requirement for threatened species coordination. A brief alternatives analysis and impact analysis will be provided for the project.

Site management plans are being required for permitted sites for management of wetlands, buffers and stormwater basins. The monitoring periods can be from three to five years in duration. The management plans will be prepared by Ehorn to fit the circumstances. The areas managed are usually deed restricted and noted on the final plats.

FEES

The following costs are associated with the scope of services for the site located at O'Plaine Road and Route 120.

1. Wetland Delineation	\$1,550.00
Wetland delineation	
Early coordination	

Review of survey by others
Field inspection of wetland limits
with permit authority if required

2. Permit Application Preparation (if needed)	\$1,775.00
Prepare documents	
Coordination of wetland engineering	
Meetings with client and permit authority	
Management plan	

The fee for the wetland delineation is \$1,550 and this fee will be billed at the time the delineation report is provided. Payment of the fee is due within 30 days of the presentation of the invoice.

If the land survey is not completed by others within 15 days of having the wetlands flagged, the report will be submitted without the survey and will be invoiced. If the survey is conducted beyond the 15 day period and it is determined that flags are missing due to vandalism by others at the site, an addition fee will be charged to replace flags that are missing at the time of survey. If the survey is incorrect and needs to be re-done, any reflagging and meetings in the field to correct the survey is considered to be an additional cost.

Billing for permit services will be made on a monthly basis for services provided within the limits of this proposal. Payment is due within 30 days of presentation of the invoice. If additional services are required, the additional costs will be negotiated with the client prior to initiation of the additional work.

Local agencies (villages and counties) assess fees for reviews of wetland delineations, site inspections and permits. The fees charged by these agencies are not part of this cost proposal. Fees would have to paid by the proposed permittee and made directly to the reviewing agency.

Agreement:

By

By Ehorn Environmental

E-Signed

Doug Ehorn

April 21, 2011

DESIGN SCHEDULE

Route:	
Local Agency:	LAKE COUNTY
Section:	
Project:	O'PLAINE ROAD AT KENNEDY DRIVE
Job No.:	

	2 0 1 1												
	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC				
DATA COLLECTION		■											
SURVEYS		■	■										
SOIL BORINGS			■										
WETLAND DELINEATION		■											
ARMY CORPS PERMIT				■	■								
DESIGN				■									
PLANS, SPECS, ESTIMATE OF COST					■								
LOCAL AGENCY COORDINATION					■	■							
PROJECT MANAGEMENT AND ADMIN.					■	■							

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
EMPLOYMENT PRACTICES

Effective: January 1, 1999

In addition to all other labor requirements set forth in this proposal and in the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

Selection Of Labor. The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

Equal Employment Opportunity. During the performance of this contract, the Contractor agrees as follows:

- (a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (b) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- (d) That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts

CHECK SHEET LRS11

to comply with so such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- (e) That it will submit reports as required by the Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (g) That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

SURVEY PROCEDURES (Revised 4/21/08)

UNITS-COORDINATES

The CONSULTANT will conduct all surveying, stationing, and preparation of required plans using English units of measure and the U.S. Survey Foot. State Plane Coordinates – Illinois East Zone, NAD 83 shall be obtained for all alignment and survey control points.

HORIZONTAL ALIGNMENT

Unless otherwise specified in the services contract, the CONSULTANT is to provide the horizontal alignment. The CONSULTANT'S SURVEYOR will try to re-establish the original horizontal alignment as shown on the recorded R.O.W. plats. The CONSULTANT shall contact LCDOT's Land Surveyor to obtain R.O.W. plats and field notes and benchmarks before establishing the horizontal alignment and stationing. Notify LCDOT's Surveyor immediately if the alignment cannot be reproduced or if in the CONSULTANT'S opinion the existing alignment information is in error.

The CONSULTANT'S SURVEYOR, prior to construction, shall stake the PCs, Pls, PTs, and POTs so that LCDOT's Surveyor can locate them later for construction staking. The CONSULTANT'S SURVEYOR will provide four reference ties to all U.S. Public Land Survey Monuments located within the construction limits. The reference points should be located outside of the anticipated construction limits if practical, so that they can be used after construction to replace the monuments. The CONSULTANT shall record Monument Records for all Section and Quarter Section corners set or found within the construction limits.

The CONSULTANT will mark all 100-foot interval station locations on the survey base line for construction, when on paved surfaces with a P.K. or Mag nail and spray paint. The baseline for relocated alignments when off pavement will be marked at 100-foot intervals with iron rods. The rods shall be set one foot below the surface in farmed land. The CONSULTANT will advise the County of any pavement alignment variations. In cases where the proposed centerline of construction or survey baseline is different from the existing centerline of R.O.W., both shall be shown and the relationship between them will be indicated on the Alignment and Tie sheet.

An Alignment and Tie Sheet shall be provided as part of the final product. The Alignment and Tie sheet shall be signed and sealed by the CONSULTANT'S SURVEYOR. The station, offset and coordinates of the alignment points and survey control points shall be shown. It shall be noted whether the coordinates, stationing and distances are State Plane grid or ground surface. In the case that the information shown is ground surface distances, the State Plane Coordinates still must also be shown for all alignment points and survey control points in order that they can be located with GPS and so that the project can be referenced into our GIS maps. The coordinates may be

shown in a separate table. In either case the grid (combination) factor must also be shown.

VERTICAL ALIGNMENT

Vertical control for the project shall be based on NGVD 29 or NAVD 88 benchmarks. Indicate on the plans which Datum is used. NGVD 29 Lake County Mapping Benchmarks are preferred (<http://gis.lakeco.org/maps/>). LCDOT's Land Surveyor may also be contacted for benchmarks that may be in the area. The controlling benchmarks and the site benchmarks shall be described on the plans. Site benchmarks are to be located at less than 1000-foot intervals with a minimum of two (2) on each project.

All benchmarks will be located on stable objects. LCDOT prefers these objects to be outside the construction site. Some acceptable benchmark examples are, spikes in poles, bolts on fire hydrant rings, and concrete foundations. LCDOT's surveyor can be contacted for benchmarks that may be in the area.

TOPOGRAPHY

The CONSULTANT shall cut cross sections at 50-foot intervals in urban areas (100-foot intervals in rural areas) and at all points needing clarification. The cross section interval should be defined in the engineering services contract.

Full cross-section profiles will be taken at all cross streets, alleys, cross road culverts, and entrances (commercial, private and field). Half cross-sections will not be accepted because they skew the computer terrain model.

The CONSULTANT will locate and identify all trees (6 inches in diameter or greater) within the area either side of the centerline, defined by the proposed ROW or construction limits (whichever is greater) plus an additional 10 feet. The trees shall be identified by species and size. The trees shall be located by station/offset and have a ground elevation.

Streams, tributaries or major drainage ditches located within a lateral distance of 250 feet from centerline (upstream and downstream) shall be surveyed. Alignment, profiles and cross sections will be taken. The stream width shall be shown as the distance measured between the tops of the stream banks. Profile elevations along the bottom of the watercourse shall be taken at a minimum of 50-foot intervals.

The survey shall extend a minimum of 200 feet beyond the roadway construction limits. Cross sections shall be taken a minimum of 10 feet beyond the proposed ROW or construction limits (whichever is greater). Cross sections will extend 30 feet beyond the proposed R.O.W. at entrances 150 feet at minor side roads.

The collected survey data for the existing topography shall have a minimum of 3rd Order Accuracy horizontally with readings to the nearest 0.1 feet for vertical on gravel or ground and readings to the nearest 0.01 feet for vertical on all other surfaces.

RAILROAD INSURANCE

The CONSULTANT will comply with the railroad's requirements when conducting a survey on the railroad's ROW. Usually this includes obtaining a permit, paying a fee, obtaining Railroad Protective Liability Insurance, notification of a flagman to be present near the rails during the survey operations and any other requirements of the railroad. The CONSULTANT is responsible for all of the foregoing requirements.

DELIVERABLES

- I. Copies from the CONSULTANT'S field books, showing benchmarks, level circuits, & structure details, such as size and inverts etc.
- II. Base Drawing at 1:1. All the topographic information shall be plotted electronically. The data shall be recorded in a MICROSTATION .DGN format. All line work defining different elements shall be completed using LCDOT's CELL and LINE LIBRARIES (see attachment). ASCII files containing all point information as described below shall be included. Backup CD's or diskettes shall be provided.
- III. SUMMARY SHEETS showing:
 - (1) Point number
 - (2) Point identification by code and description
 - (3) Station
 - (4) Distance offset (right or left)
 - (5) Northing and Easting coordinate values
 - (6) "Z" elevations

* Four computer printouts shall be provided:

1. List of points referenced by stations.
2. List of points referenced by sequential point numbering.
3. List of points sorted by point identification.
4. "ID" acronym explanation sheets.

An example showing the different printouts is shown on the next page.

(LCDOT'S IDENTIFICATION CODES SHALL BE USED – see attachment)

TYPICAL PRINT-OUT FORM (EAMPLE)								
BY POINT NUMBERS								
POINT NUMBER	STATION	OFFSET	NORTHING	EASTING	ELEVATION	DEFINITION CODE (1)	DESCRIPTION PD	MATERIAL CODE (1)
3331	104+23.306	-45.869	10313.993	20392.255	207.495	491.10	10 INCH TREE PINE	0
3332	104+50.475	-49.159	10323.810	20416.938	207.743	668	PAVEMENT EDGE	759
3333	104+69.987	-44.270	10261.604	20452.162	207.126	310	FL W/GRATE	774
3334	103+93.865	+40.590	10297.779	20365.781	207.378	304.15	6 INCH TILE	836
BY STATION								
STATION	POINT NUMBER	OFFSET	NORTHING	EASTING	ELEVATION	DEFINITION CODE (1)	DESCRIPTION PD	MATERIAL CODE (1)
103+93.865	3334	+40.590	10297.779	20365.781	207.378	304.15	6 INCH TILE	836
104+23.306	3331	-45.869	10313.993	20392.255	207.495	491.10	10 INCHTREE PINE	0
104+50.475	3332	-49.159	10323.810	20416.938	207.743	668	PAVEMENT EDGE	759
104+69.987	3333	-44.270	10261.604	20452.162	207.126	310	FL W/GRATE	774
BY POINT DESCRIPTION								
POINT NUMBER	STATION	OFFSET	NORTHING	EASTING	ELEVATION	DEFINITION CODE (1)	DESCRIPTION PD	MATERIAL CODE (1)
3331	104+23.306	+40.590	10297.779	20365.781	207.378	304.15	6 INCH TREE PINE	0
3336	104+50.475	-45.869	10313.993	20392.255	207.495	491.10	10 INCHTREE PINE	0
2323	104+69.987	-49.159	10323.810	20416.938	207.743	668	6 INCH TREE OAK	0
2565	103+93.865	-44.270	10261.604	20452.162	207.126	310	5 INCH TREE OAK	0

(1) LCDOT CODES

LCDOT's Land Surveyor:

Steve Heuer, PLS
 600 West Winchester Road
 Libertyville, IL 60048
 (847) 377-7488