


Local Agency Lake County Division of Transportation	L O C A L A G E N C Y	 Illinois Department of Transportation	Preliminary Engineering Services Agreement For Federal Participation	Supplement No. 3 STA Funding	C O N S U L T A N T	Consultant Strand Associates, inc.
County Lake						Address 1170 South Houbolt Road
Section 02-00076-13-CH						City Joliet
Project No. CMM-8003 (472)						State Illinois
Job No. D-91-114-05						Zip Code 60431
Contact Name/Phone/E-mail Address Rich McMorris 847-377-7400 rmcmorris@lakecountyil.gov	Contact Name/Phone/E-mail Address Darcie Gabrisko, P.E. darcie.gabrisko@strand.com					

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 PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name	<u>Hunt Club Road</u>	Route	<u>FAU 2661</u>	Length	<u>3,860</u>	Structure No.	<u>N/A</u>
Termini	<u>Millburn Road to Wadsworth Road</u>						

Description Phase II study for the design of two new roundabouts along Hunt Club Road at the intersections with Millburn Road and Wadsworth Road. The roundabouts will replace the existing "T" intersections at these locations. The segment of roadway between Millburn Road and Wadsworth Road will be widened for bicycles and overlaid.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all **project** meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 180 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in ~~the work~~ **these services** should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of ~~the work~~ **these services** and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of ~~work services~~ **work services** by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

DRAFT

9. The undersigned certifies neither the ENGINEER nor I have:

- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
- b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
- c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
- d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
- e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
- f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
- g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.

11. To submit all invoices to the LA within one year of the completion of the work services called for in this AGREEMENT or any subsequent Amendment or Supplement.

12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project.

13. Scope of Services to be provided by the ENGINEER: **(Supplement Scope Clarification is provided in EXHIBIT B)**

- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
- Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
- Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
- Design and/or approve cofferdams and superstructure shop drawings.
- Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
- Prepare the necessary environmental and planning documents including ~~the Project Development Report, Environmental Class-of Action Determination or Environmental Assessment, State Clearinghouse, and Substate Clearinghouse and all necessary environmental clearances.~~
- Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
- Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
- Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement project for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
- 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.
- Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
- Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required. **ENGINEER's subconsultant shall prepare the plat of highways for Options A&B provided by the LA. Subconsultant back-up cost estimate with manhours for the supplement is provided in Exhibit C.**

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas: **Total supplement shall not exceed \$16,666.12 as clarified in EXHIBIT A.**

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC]
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate (Pay per element)

Lump Sum _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work services**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work-services performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work-services minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work services are completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work services performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work services minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work services by the LA but not later than 60 days after the work services are completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

III. IT IS MUTALLY AGREED,

1. That no work services shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work services and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. 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 drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Strand Associates, Inc.	39-1020418	\$12,495.58
Sub-Consultants:	TIN Number	Agreement Amount
Jorgensen and Associates	36-3668574	\$4,170.54
	Sub-Consultant Total:	\$4,170.54
	Prime Consultant Total:	\$12,495.58
	Total for all Work Services:	\$16,666.12

Executed by the LA:

Lake County

(County)

ATTEST:

By: _____

By: _____

Lake County Clerk

Title: _____

(SEAL)

Recommended for Execution by:

Director of Transportation/County Engineer-Lake County

Executed by the ENGINEER:

ATTEST:

By: Rachela Paretsky

By: Matthew S. Richards

Title: _____

Title: Corporate Secretary

EXHIBIT A

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

DF-824-039
REV 12/04

FIRM
PSB
PRIME/SUPPLEMENT

Strand Associates, Inc.
Supplement III

OVERHEAD RATE 1.7226
COMPLEXITY FACTOR 0

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)
	I. ADMINISTRATION	20	894.94	1,541.62	27.60	331.13	120.00			2,915.29
	II. REVISE R.O.W. AT SIMPSON DRIVE	6	289.98	493.52	31.20	107.29	0.00			927.99
	III. REVISE PLAN SHEETS	25	908.08	1,564.26	263.19	335.99	0.00			3,071.52
	IV. PREPARE TWO ADDITIONAL PLAT OF HIGHWAYS	9	408.58	703.82	12.00	151.17	0.00	4,170.54		5,446.11
	V. SUBMITTALS	16	525.66	905.50	374.70	194.49	200.00			2,200.36
	VI. QA/QC OF REVISIONS	10	613.32	1,056.51	43.32	226.93	0.00			1,940.07
	Subconsultant DL					164.78				164.78
	TOTALS	86	3,640.56	6,271.23	752.01	1,511.78	320.00	4,170.54	0.00	16,666.12

DBE

DBE

PREPARED BY THE AGREEMENTS UNIT

Printed 10/7/2010 11:12 AM

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME
PRIME/SUPPLEMENT

Strand Associates, Inc.
Supplement III

DATE 10/07/10
PTB NO.

CONTRACT TERM
START DATE 9/15/2010
RAISE DATE 7/1/2011

OVERHEAD RATE 172.26%
COMPLEXITY FACTOR 3.00%
% OF RAISE

ESCALATION PER YEAR

9/15/2010 - 7/1/2011

10
10

= 100.00%
= 1.0000

The total escalation for this project would be:

0.00%

SUPPLEMENT III MAN-HOURS (CONSULTANT)

EXHIBIT A

Route: FAU 2661 / Hunt Club Road: Millburn Road to Wadsworth Road
 Section No.: 02-00076-13-CH
 Project No. CMM-8003 (472)
 Job No.: D-91-114-05
 Type of Funding: STA
 Existing Structure No.: N/A

	NOTES	P	PM	PE	TECH	SEC	PROJECT
I. ADMINISTRATION							
PROJECT MANAGEMENT & AGREEMENT PREPARATION	Misc	2	2			2	6
INVOICE PREPARATION	1 invoice @ 5 hr/ea	2	8			4	14
SUBTOTAL		4	10	0	0	6	20
II. REVISE R.O.W. AT SIMPSON DRIVE							
REVISE EXISTING R.O.W.			3				3
REVISED PROPOSED LAND ACQUISITION			3				3
SUBTOTAL		0	6	0	0	0	6
III. REVISE PLAN SHEETS							
REVISE PLAN SHEETS	13 sheets X 1 hr/sheet		5	13			18
INCLUDE REVISED P.O.H.	5 sheets X 1 hr/sheet		5			2	7
SUBTOTAL		0	10	13	0	2	25
IV. PREPARE TWO ADDITIONAL PLAT OF HIGHWAYS							
COORDINATION W/SUBCONSULTANT			8			1	9
SUBTOTAL		0	8	0	0	1	9
V. SUBMITTALS							
SUBMIT REVISED SHEETS			4		4	3	11
SUBMIT ELECTRONIC FILES			2			3	5
SUBTOTAL		0	6	0	4	6	16
VI. QA/QC OF REVISIONS							
		6	4				10
SUBTOTAL		6	4	0	0	0	10
*****MAN-HOUR TOTALS		10	44	13	4	15	86

EXHIBIT A - SUPPLEMENT III EXPENSES (CONSULTANT)

Route: FAU 26617 Hunt Club Road, Millburn Road to Wadsworth Road
 Section No.: 02-00076-13-CH
 Project No. CMM-8003 (472)
 Job No.: D-91-114-05
 Type of Funding: STA
 Existing Structure No.: N/A

XEROX	Description	# of Copies	Rate	Total In House	Total Out House
I. ADMINISTRATION	invoices, misc.	230	\$0.12	\$27.60	
II. REVISE R.O.W. AT SIMPSON DRIVE	misc.	10	\$0.12	\$1.20	
III. REVISE PLAN SHEETS					
IV. COORDINATION W/SUBCONSULTANT ON ROW TO EASEMENT CHANGES	misc.	100	\$0.12	\$12.00	
V. SUBMITTALS	misc.	100	\$0.12	\$12.00	
VI. QA/QC	misc.	20	\$0.12	\$2.40	
SUBTOTAL		460		\$55.20	

CADD	Description	# of Hours	Rate	Total In House	Total Out House
I. ADMINISTRATION					
II. REVISE R.O.W. AT SIMPSON DRIVE		2	\$15.00	\$30.00	
III. REVISE PLAN SHEETS		17	\$15.00	\$255.00	
IV. COORDINATION W/SUBCONSULTANT ON ROW TO EASEMENT CHANGES					
V. SUBMITTALS		10	\$15.00	\$150.00	
VI. QA/QC		2	\$15.00	\$30.00	
SUBTOTAL		31		\$465.00	

POSTAGE	Description	Total In House	Total Out House
I. ADMINISTRATION			
II. REVISE R.O.W. AT SIMPSON DRIVE	Mailing of Invoices.		\$120.00
III. REVISE PLAN SHEETS			
IV. COORDINATION W/SUBCONSULTANT ON ROW TO EASEMENT CHANGES			
V. SUBMITTALS	Mailing of revisions and documents to IDOT.		\$200.00
VI. QA/QC			
SUBTOTAL			\$320.00

EXHIBIT A - SUPPLEMENT III EXPENSES (CONSULTANT)

Route: FAU 2661 / Hunt Club Road, Millburn Road to Wadsworth Road
 Section No.: 02-00076-13-CH
 Project No. CMM-8003 (472)
 Job No.: D-91-114-05
 Type of Funding: STA

PRINTS/COPIES	Description	Total Area (sq ft)	Rate	Total In House	Total Out House
I. ADMINISTRATION					
II. REVISE R.O.W. AT SIMPSON DRIVE	30 half size prints (11" X 17")	39	\$0.21	\$8.19	
III. REVISE PLAN SHEETS					
IV. COORDINATION W/SUBCONSULTANT ON ROW TO EASEMENT CHANGES	40 half size prints (11" X 17")	52	\$0.21	\$10.92	
V. SUBMITTALS	40 half size prints (11" X 17")	52	\$0.21	\$10.92	
VI. QA/QC					
SUBTOTAL		143		\$30.03	

MYLAR PRINTS	Description	Prints (each)	Rate	Total In House	Total Out House
I. ADMINISTRATION					
II. REVISE R.O.W. AT SIMPSON DRIVE					
III. REVISE PLAN SHEETS					
IV. COORDINATION W/SUBCONSULTANT ON ROW TO EASEMENT CHANGES	19 full size prints (22" X 34")	19	\$10.62	\$201.78	
V. SUBMITTALS					
VI. QA/QC					
SUBTOTAL		19		\$201.78	

SUMMARY	Total In House	Total Out House
I. ADMINISTRATION	\$27.60	\$120.00
II. REVISE R.O.W. AT SIMPSON DRIVE	\$31.20	\$0.00
III. REVISE PLAN SHEETS	\$269.19	\$0.00
IV. COORDINATION W/SUBCONSULTANT ON ROW TO EASEMENT CHANGES	\$12.00	\$0.00
V. SUBMITTALS	\$374.70	\$200.00
VI. QA/QC	\$43.32	\$0.00
SUBTOTAL	\$752.01	\$320.00

EXHIBIT B

SCOPE CLARIFICATIONS – PHASE II ENGINEERING SERVICES – SUPPLEMENT III

CONSULTANT: STRAND ASSOCIATES, INC.®
FAU ROUTE: 2661 / HUNT CLUB ROAD
SECTION NO: 02-00076-13-CH
PROJECT NO: CMM-8003 (472)
JOB NO: D-91-114-05
COUNTY: Lake
TYPE OF FUNDS: STA
EX. STR. NO.: N/A
LA CONTACT: Mr. Richard McMorris, P.E.

The circumstances that necessitated this supplement were not foreseeable at the time the Agreement was signed.

1. Administration
 - a. Use administration hours to track project schedule, budget, and task completion by project managers. Prepare supplemental agreement.
 - b. Complete IDOT invoices.
2. Revise Right-of-Way at Simpson Road
 - a. Revise existing right-of-way to reflect the Village of Old Mill Creek Ordinance 1996-0-9 vacating Simpson Road.
 - b. Revise proposed land acquisition at Simpson Road to proposed right-of-way and permanent drainage easements.
3. Revise Final Plans to Reflect New Land Acquisition
 - a. Revise the following sheets from the final plans: Sheets 14, 37, 45, 53, 57, 60, 64, 68, 76, 78, 169, 170, and 171.
 - b. Include the following plat of highway sheets revised by the subconsultant into the final plans: Sheets 82, 83, 84, 86, 87, and 88.
4. Prepare two additional plat of highways based on Options A&B provided by LA. (Performed by Subconsultant)
 - a. Coordinate with subconsultant.
5. Submittals
 - b. Submit revised plan sheets of the following:
 1. One copy of full-size (22-inch x 34-inch) Mylar to IDOT.
 2. Two half-size (11-inch x 17-inch) paper copies to IDOT.
 - c. Submit to Lake County Department of Transportation revised electronic files of base design sheets in Microstation format along with individual plan set sheets in Microstation and Adobe PDF format.
 - d. Submit to Lake County Stormwater Management Commission revised plans in Adobe PDF format.
6. QA/QC: A QA/QC review will be performed prior to submittal of the revised final plans.

EXHIBIT C



JORGENSEN & ASSOCIATES, INC.
CONSTRUCTION and LAND SURVEYORS
Est. 1990

September 20, 2010

Mr. Marc Grigas, P.E.
Strand Associates, Inc.
1170 South Houbolt Road
Joliet, Illinois 60431

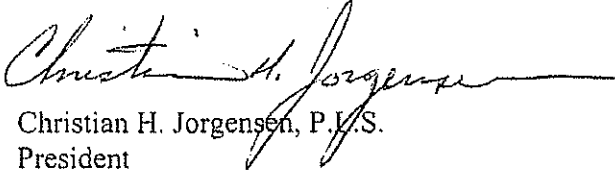
Re: Lake County Division of Transportation – Hunt Club Road Supplemental Survey Proposal

Dear Mr. Grigas:

Enclosed, please find our supplemental survey proposal for the preparation of 2 additional permanent easements with options "A" and "B" and legal descriptions for the referenced project.

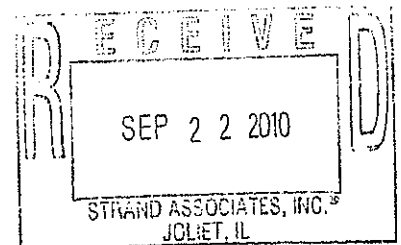
Should you have any questions, comments or require any further information concerning our proposal, please feel free to call me at (847)356-3371.

Respectfully submitted,
Jorgensen & Associates, Inc.


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

CHJ/pt
Enclosures

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Route: FAU 2661 (Hunt Club Road)
 Section: 02-00076-13-CH
 Project: Lake
 County: Lake
 Job No.:

COST ESTIMATE OF CONSULTANT'S SERVICES
 Consultant: Jorgensen & Associates, Inc.
 Date: September 20, 2010
 No. of Parcels: 2
 Cost Plus Fixed Fee = 14.5%[(2.3 + R)/DL + IHDC]

Item	Number of Man Hours (A)	Payroll (B)	Overhead & Fringe Benefits (C)	In-house Direct Costs (D)	Sub-Total (E)	Profit (F)	Services By Others	Total	Percent of Grand Total
1) Pre-Survey Phase	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$0.00	0.00%
2) Survey Reconnaissance	2	\$39.75	\$43.45	\$0.00	\$83.20	\$13.26	N/A	\$96.46	2.31%
3) Project Survey Plan	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$0.00	0.00%
4) First Submittal Plat of Highways and Descriptions	30	\$1,008.00	\$1,101.84	\$0.00	\$2,109.84	\$336.17	N/A	\$2,446.01	58.65%
5) Survey (Field)	12	\$238.50	\$320.93	\$18.00	\$577.43	\$82.15	N/A	\$659.58	15.82%
6) Survey (Office)	3	\$103.50	\$139.27	\$0.00	\$242.77	\$34.52	N/A	\$277.29	6.65%
7) Final Submittal Plat of Highways and Descriptions	8	\$258.00	\$347.16	\$0.00	\$605.16	\$86.04	N/A	\$691.21	16.57%
8) Coordination Meetings	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$0.00	0.00%
TOTALS	55	\$1,647.75	\$1,952.66	\$18.00	\$3,618.41	\$552.13	\$0.00	\$4,170.54	100.00%

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Exhibit "C"

Hourly Rate Range - Consultant's Regular Staff

<u>Classification</u>	<u>From</u>	<u>To</u>
Principal, Manager, P.L.S.	38.00	40.00
Supervisor, Project Surveyor	37.00	39.00
Cadd Supervisor, Survey Party Chief	21.00	25.50
Instrument Operator, Cadd Operator, assignable Clerical and Secretarial Labor	14.00	19.00

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Payroll Burden & Fringe Costs

	<u>% of Direct Productive Payroll</u>
Federal Insurance Contributions Act _____	10.90%
State Unemployment Compensation _____	0.24%
Federal Unemployment Compensation _____	0.20%
Workmen's Compensation Insurance _____	0.94%
Paid Holidays, Vacation, Sick Leave, Personal Leave _____	9.24%
Bonus _____	3.58%
Pension _____	0.54%
Group Insurance _____	<u>24.68%</u>
Total Payroll Burden & Fringe Costs	50.32%

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Overhead and Indirect Costs

	<u>% of Direct Productive Payroll</u>
Business Insurance _____	4.19%
Depreciation _____	8.09%
Indirect wages and salaries _____	29.66%
Reproductive and printing costs _____	0.06%
Office Supplies _____	1.93%
Computer Costs _____	0.16%
Professional Fees _____	1.01%
Telephone _____	1.27%
Fees, license & dues _____	1.14%
Repairs and maintenance _____	0.37%
Business space rent _____	3.60%
Facilities - capital _____	1.17%
Recruiting _____	0.27%
Survey Supplies _____	3.08%
Automobile/travel expense _____	0.43%
Equipment Rental _____	0.67%
Miscellaneous Expense _____	1.07%
State Income Tax _____	0.58%
Postage _____	<u>0.24%</u>
Total Overhead	58.99%

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Classification Types & Rates

Sheet 1 of 2

- A. Supervisor, P.L.S.
- B. Survey Party Chief
- C. Instrument Operator
- D. Cadd Supervisor

Classification Rates used for Calculation of Fee

A. Supervisor, P.L.S.	\$ 39.00
B. Survey Party Chief	\$ 21.50
C. Instrument Operator	\$ 18.25
D. Cadd Supervisor	\$ 25.50

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Average Hourly Rate Calculation

Sheet 2 of 2

Supervisor, P.L.S.	24 hours @ \$39.00/hour =	\$ 936.00
Survey Party Chief	7 hours @ \$21.50/hour =	\$ 150.50
Instrument Operator	7 hours @ \$18.25/hour =	\$ 127.75
Cadd Supervisor	<u>17 hours @ \$25.50/hour =</u>	<u>\$ 433.50</u>
	55 hours	\$ 1,647.75

Average Hourly Rate = $\frac{\$1,647.75}{55} = \$29.96/\text{hour}$

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**Manhour Breakdown
 Land Acquisition Estimate**

Length of Project

Wadsworth Road	± 550' = 0.104 mile
Millburn Road	± 883' = 0.167 mile
Hunt Club Road	+ <u>3,860' = 0.731 mile</u>
 Total Length	 ± 5,293' = 1.002 miles

2 Parcels: 2 Permanent Easements

1. Pre-Survey Phase

Research available records

- a. Title Co.)
- b. Recorder's Office)
- c. LCDOT)
- d. Utilities)
- e. Private Surveyors)
- f. Land Owners)

Sub-total Item # 1 0 MH

2. Reconnaissance Survey 2 Men 2 MH

3. Project Survey Plan

- a. Alignment info)
- b. Existing R.O.W. info)
- c. Land line data)
- d. Subdivision data)

Sub-total Item #3 0 MH

4.	First Submittal Plat of Highways & Descriptions		
a.	Ownership info)	
)	
b.	Total holding boundaries)	
)	
c.	Total holding area listing)	
)	
d.	Private survey info)	
)	
e.	Deed calculated closures)	
f.	Layout and drafting	$\pm 1,000'/\text{sht.} \pm 2 \text{ sheets}$ $6 \text{ hrs./sheet} \times 2 =$	12 MH
g.	Check plats		12 MH
h.	Legal descriptions	2 descriptions	4 MH
i.	Check legal descriptions		<u>2 MH</u>
		Sub-total Item #4	30 MH

5.	Survey (Field)		
a.	Center line alignments & ties		
b.	Measure existing R.O.W., property & section lines		
c.	Appraiser's topography 1 hour x 2 men =		2 MH
d.	Monument & tie proposed right of way 5 hours x 2 men =		<u>10 MH</u>
		Sub-total Item #5	12 MH

6.	Survey (Office)		
	a.	Compute traverse	
	b.	Compute existing R.O.W., property boundaries & section lines	
	c.	Compile appraiser's topography 1 hour x 1 man =	1 MH
	d.	Compute center line alignments	
	e.	Compute proposed right of way 2 hours x 1 man =	<u>2 MH</u>
		Sub-total Item #6	3 MH
7.	Final Submittal Plat of Highways & Descriptions		
	a.	Final drafting \pm 2 sheets 2 hrs./sheet x 2 =	4 MH
	b.	Plat checking 2 sheets - 1 hr./sheet =	2 MH
	c.	Final descriptions 2 descriptions	1 MH
	d.	Prepare & record Monument Records	
	e.	Check final descriptions	1 MH
	f.	Assembly of final papers	<u> </u>
		Sub-total Item #7	8 MH
8.	Coordination Meetings		<u>0 MH</u>
		Total All Items	55 MH

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Manhour Breakdown By Item

<u>Item</u>	<u>Classification</u>	<u>Manhours</u>
1) Pre-Survey		
2) Survey	Survey Party Chief	1
Reconnaissance	Instrument Operator	1
3) Project Survey		
Plan		
4) First Submittal	Supervisor, P.L.S.	18
Plat of Highways	Cadd Supervisor	12
5) Survey (Field)	Survey Party Chief	6
	Instrument Operator	6
6) Survey (Office)	Supervisor, P.L.S.	2
	Cadd Supervisor	1
7) Final Submittal	Supervisor, P.L.S.	4
Plat of Highways	Cadd Supervisor	4
8) Coordination		
Meetings		

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**Breakdown of
In House Direct Costs**

Item

5. Survey (Field)

a. Trips to project site – 2 ea.
± 18 miles/trip x 2 trips = ± 36 miles
± 36 miles @ \$0.50/mile = \$ 18.00