


Local Agency Lake County Division of Transportation	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Federal Participation</b>	Consultant Bollinger, Lach & Associates, Inc.
County Lake		Address 333 Pierce Road, Suite 200
Section		City Itasca
Project No.		State Illinois
Job No.		Zip Code 60143
Contact Name/Phone/E-mail Address Mike Burke (847)377-7400 mjburke@co.lake.il.us		Contact Name/Phone/E-mail Address Craig lukowicz (630) 438-6400 clukowicz@bollingerlach.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 Gilmer Rd and Roberts Road Route \_\_\_\_\_ Length 8.5 mi Structure No. \_\_\_\_\_

Termini Gilmer Road Resurfacing - (Hawley Street to Diamond Lake Road - 5 miles),

Gilmer Rd Bike Path (Middleton Pkwy - Sylvan Dr. - 0.4 miles) Roberts Rd (McHenry County Line to IL Route 59 - 3 miles)

Description Phase II Engineering of PS&E documents for the resurfacing of Gilmer Road and Roberts Road and the installation of a proposed bike path along Gilmer Road to the termini noted above.

#### 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 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 \_\_\_\_\_ 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 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 and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work 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.

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 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 (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- 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, 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 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.

**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:

Cost Plus Fixed Fee       CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or  
                                  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**, and 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 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **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 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 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 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 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
Bollinger, Lach & Associates, Inc.	36-4263432	\$561,992.75
Sub-Consultants:	TIN Number	Agreement Amount
Soil and Material Consultants, Inc.	36-3094075	\$4,850.00
	Sub-Consultant Total:	\$4,850.00
	Prime Consultant Total:	\$561,992.75
	Total for all Work:	\$566,842.75

Executed by the LA:

Lake County Division of Transportation

(Municipality/Township/County)

ATTEST:

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

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

(SEAL)

Executed by the ENGINEER:

ATTEST:

Bollinger, Lach & Associates, Inc.

By: \_\_\_\_\_  
 Title: Chief Executive Officer

By: \_\_\_\_\_  
 Title: President

**PAYROLL ESCALATION TABLE  
FIXED RAISES**

**FIRM NAME  
PRIME/SUPPLEMENT**

Bollinger, Lach & Associates, Inc.

**DATE** 10/22/10  
**PTB NO.** \_\_\_\_\_

**CONTRACT TERM  
START DATE  
RAISE DATE**

6 MONTHS  
11/3/2010  
1/1/2011

**OVERHEAD RATE** 147.41%  
**COMPLEXITY FACTOR** 0  
**% OF RAISE** 3.00%

**ESCALATION PER YEAR**

11/3/2010 - 1/1/2011  
2 6

= 33.33%  
= 1.0200

1/2/2011 - 5/1/2011  
4 6

= 68.67%

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

**2.00%**

## PAYROLL RATES

**FIRM NAME**  
**PRIME/SUPPLEMENT**  
**PSB NO.**

Bollinger, Lach & Assoc **DATE**

10/22/10

**ESCALATION FACTOR**                      **2.00%**

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal	\$70.00	\$71.40
Director of Construction Eng	\$70.00	\$71.40
Resident Engineer II	\$39.81	\$40.61
Field Engineer II	\$28.75	\$29.33
Project Manager	\$39.58	\$40.37
Project Engineer	\$27.37	\$27.92
CADD Technician II	\$31.00	\$31.62
Marketing Coordinator	\$16.83	\$17.17
Director of Structural Eng	\$47.12	\$48.06
Director of Environmental	\$42.31	\$43.16
Director of Survey	\$40.87	\$41.69
Survey Project Manager	\$37.02	\$37.76
Party Chief	\$25.00	\$25.50
Instrument Man	\$15.45	\$15.76
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

## Subconsultants

**FIRM NAME** Bollinger, Lach & Associates, Inc.  
**PRIME/SUPPLEMENT** \_\_\_\_\_  
**PSB NO.** \_\_\_\_\_

**DATE** 10/22/10

NAME	Direct Labor Total	Contribution to Prime Consultant
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
<b>Total</b>	0.00	0.00



# COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

DF-824-039  
REV 12/04  
10/22/10

**FIRM**  
**PSB**  
**PRIME/SUPPLEMENT**

**Bollinger, Lach & Associates, Inc.**

**DATE**

**OVERHEAD RATE** 1.4741  
**COMPLEXITY FACTOR** 0

**R-Roberts Road Resurfacing, G-Gilmer Road Resurfacing, GBP-Gilmer Road Bike Path**

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)	% OF GRAND TOTAL
	R-Topographic Survey	32	1,280.83	1,888.08	96.00	473.91				3,738.82	0.66%
	R-Roadway Evaluation	72	2,750.65	4,054.74		1,017.74				7,823.14	1.38%
	R-Pre-Final Engineering	925	30,135.50	44,422.74	143.00	11,150.14				85,851.38	15.15%
	R-Final Engineering	485	16,015.79	23,608.87	425.50	5,925.84				45,975.99	8.11%
	R-Meetings	40	1,365.78	2,013.30	672.00	505.34				4,556.41	0.80%
	R-QA/QC	24	1,341.26	1,977.15		496.27				3,814.68	0.67%
	R-Phase III Coordination	40	1,676.92	2,471.95		620.46				4,769.33	0.84%
	R-Administrative	65	2,213.17	3,262.43		818.87				6,294.46	1.11%
	G-Topographic Survey	42	1,192.54	1,757.93	96.00	441.24				3,487.71	0.62%
	G-Roadway Evaluation	96	3,668.94	5,408.38		1,357.51				10,434.83	1.84%
	G-Pre-Final Engineering	1342	45,277.58	66,743.67	191.00	16,752.70				128,964.95	22.75%
	G-Final Engineering	710	24,399.48	35,967.28	557.50	9,027.81				69,952.06	12.34%
	G-Meetings	64	2,185.25	3,221.27	672.00	808.54				6,887.06	1.21%
	G-QA/QC	40	2,235.43	3,295.25		827.11				6,357.79	1.12%
	G-Phase III Coordination	40	1,676.92	2,471.95		620.46				4,769.33	0.84%
	G-Administrative	93	3,169.21	4,671.73		1,172.61				9,013.55	1.59%
	GBP-Welland	48	1,990.35	2,933.97	99.00	736.43				5,759.74	1.02%
	GBP-Soil Coordination	16	546.31	805.32		202.14	2,245.00			3,798.77	0.67%
	GBP-Topographic Survey	100	2,687.52	3,961.67	192.00	994.38				7,835.57	1.38%
	GBP-Preliminary Engineer	555	18,600.20	27,418.55	155.30	6,882.07				53,056.13	9.36%
	GBP-Pre-Final Engineerit	214	7,531.64	11,102.39	155.30	2,786.71				21,576.04	3.81%
	GBP-Final Engineering	85	3,173.24	4,677.67	304.50	1,174.10				9,329.51	1.65%
	GBP-Permits	168	6,288.42	9,269.76	491.25	2,326.72	2,605.00			20,981.15	3.70%
	GBP-Meetings	104	3,551.03	5,234.57	672.00	1,313.88				10,771.48	1.90%
	GBP-QA/QC	40	2,235.43	3,295.25		827.11				6,357.79	1.12%
	GBP-Phase III	40	1,365.78	2,013.30		505.34				3,884.41	0.69%
	GBP-ROW Plats	120	3,740.38	5,513.70	4,336.00	1,383.94				14,974.02	2.64%
	GBP-Administrative	60	2,048.67	3,019.94		758.01				5,826.62	1.03%
	<b>Subconsultant DL</b>					0.00				0.00	0.00%
	<b>TOTALS</b>	5660	194,344.22	286,482.82	9,258.35	71,907.36	4,850.00	0.00	0.00	566,842.75	100.00%

DBE 0.00%

DBE

PREPARED BY THE AGREEMENTS UNIT

Printed 10/22/2010 6:09 AM

# AVERAGE HOURLY PROJECT RATES

**FIRM** Bollinger, Lach & Associates, Inc.

**PSB** \_\_\_\_\_

**PRIME/SUPPLEMENT** \_\_\_\_\_

DATE 10/22/10

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			R-Topographic Survey			R-Roadway Evaluation			R-Pre-Final Engineering			R-Final Engineering			R-Meetings		
		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	71.40	160	2.83%	2.02	2	6.25%	4.46	2	2.78%	1.98	12	1.30%	0.93	8	1.65%	1.18			
Director of Construct	71.40	0																	
Resident Engineer II	40.61	88	1.55%	0.63				40	55.56%	22.56									
Field Engineer II	29.33	0																	
Project Manager	40.37	1482	26.18%	10.57	2	6.25%	2.52	4	5.56%	2.24	186	20.11%	8.12	112	23.09%	9.32	20	50.00%	20.19
Project Engineer	27.92	1685	29.77%	8.31							329	35.57%	9.93	167	34.43%	9.61	20	50.00%	13.96
CADD Technician II	31.62	1804	31.87%	10.08				26	36.11%	11.42	398	43.03%	13.61	198	40.82%	12.91			
Marketing Coordinat	17.17	0																	
Director of Structural	48.06	59	1.04%	0.50															
Director of Environm	43.16	96	1.70%	0.73															
Director of Survey	41.69	10	0.18%	0.07															
Survey Project Mana	37.76	126	2.23%	0.84	28	87.50%	33.04												
Party Chief	25.50	94	1.66%	0.42															
Instrument Man	15.76	56	0.99%	0.16															
		0																	
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<b>TOTALS</b>		5660	100%	\$34.34	32	100.00%	\$40.03	72	100%	\$38.20	925	100%	\$32.58	485	100%	\$33.02	40	100%	\$34.14

# AVERAGE HOURLY PROJECT RATES

FIRM Bollinger, Lach & Associates, Inc.  
 PSB  
 PRIME/SUPPLEMENT \_\_\_\_\_

DATE 10/22/10

SHEET 2 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	R-QA/QC		R-Phase III Coordination			R-Administrative			G-Topographic Survey			G-Roadway Evaluation			G-Pre-Final Engineering		
		Hours	% Part.	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	71.40	12	50.00%	2	5.00%	3.57				2	4.76%	3.40	2	2.08%	1.49	32	2.38%	1.70
Director of Construct	71.40												48	50.00%	20.30			
Resident Engineer II	40.61																	
Field Engineer II	29.33																	
Project Manager	40.37	12	50.00%	38	95.00%	38.35	32	49.23%	19.88	2	4.76%	1.92	14	14.58%	5.89	358	26.68%	10.77
Project Engineer	27.92						33	50.77%	14.17							422	31.45%	8.78
CADD Technician II	31.62															32	33.33%	10.54
Marketing Coordinat	17.17															530	39.49%	12.49
Director of Structural	48.06																	
Director of Environm	43.16																	
Director of Survey	41.69																	
Survey Project Mana	37.76																	
Party Chief	25.50									38	90.48%	23.07						
Instrument Man	15.76																	
<b>TOTALS</b>		24	100%	40	100%	\$41.92	65	100%	\$34.05	42	100%	\$28.39	96	100%	\$38.22	1342	100%	\$33.74

**AVERAGE HOURLY PROJECT RATES**

FIRM Bollinger, Lach & Associates, Inc.

PSB

PRIME/SUPPLEMENT

DATE 10/22/10

SHEET 3 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	G-Final Engineering			G-Meetings			G-QA/QC			G-Phase III Coordination			G-Administrative			GBP-Wetland		
		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	71.40	28	3.94%	2.82			20	50.00%	35.70	2	5.00%	3.57				2	4.17%	2.98	
Director of Construct	71.40																		
Resident Engineer II	40.61																		
Field Engineer II	29.33																		
Project Manager	40.37	186	26.20%	10.58	32	50.00%	20.19	20	50.00%	20.19	38	95.00%	38.35	46	49.46%	19.97	8	16.67%	6.73
Project Engineer	27.92	214	30.14%	8.41	32	50.00%	13.96							47	50.54%	14.11			
CADD Technician II	31.62	282	39.72%	12.56													10	20.83%	6.59
Marketing Coordinat	17.17																		
Director of Structural	48.06																		
Director of Environm	43.16																28	58.33%	25.17
Director of Survey	41.69																		
Survey Project Mana	37.76																		
Party Chief	25.50																		
Instrument Man	15.76																		
<b>TOTALS</b>		710	100%	\$34.37	64	100%	\$34.14	40	100%	\$55.89	40	100%	\$41.92	93	100%	\$34.08	48	100%	\$41.47

### AVERAGE HOURLY PROJECT RATES

FIRM Bollinger, Lach & Associates, Inc.

PSB

PRIME/SUPPLEMENT \_\_\_\_\_

DATE 10/22/10

SHEET 4 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	GBP-Soil Coordination			GBP-Topographic Survey			GBP-Preliminary Engineering			GBP-Pre-Final Engineering			GBP-Final Engineering			GBP-Permits				
		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	71.40						8	1.44%	1.03	2	0.93%	0.67	2	2.35%	1.68	2	1.19%	0.85			
Director of Construct	71.40																				
Resident Engineer II	40.61																				
Field Engineer II	29.33																				
Project Manager	40.37			20.19			112	20.18%	8.15	52	24.30%	9.81	20	23.53%	9.50	58	34.52%	13.94			
Project Engineer	27.92			13.96			193	34.77%	9.71	64	29.91%	8.35	22	25.88%	7.23	32	19.05%	5.32			
CADD Technician II	31.62						210	37.84%	11.96	64	29.91%	9.46	22	25.88%	8.18	32	19.05%	6.02			
Marketing Coordinat	17.17																				
Director of Structural	48.06						20	3.60%	1.73	20	9.35%	4.49	19	22.35%	10.74						
Director of Environm	43.16						12	2.16%	0.93	12	5.61%	2.42									
Director of Survey	41.69				2	2.00%	0.83														
Survey Project Mana	37.76				34	34.00%	12.84														
Party Chief	25.50				32	32.00%	8.16														
Instrument Man	15.76				32	32.00%	5.04														
TOTALS		16	100%	\$34.14	100	100%	\$26.88	555	100%	\$33.51	214	100%	\$35.19	85	100%	\$37.33	168	100%	\$37.43		

**AVERAGE HOURLY PROJECT RATES**

**FIRM** Bollinger, Lach & Associates, Inc.

**PSB**

**PRIME/SUPPLEMENT**

DATE 10/22/10

SHEET 5 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	GBP-Meetings			GBP-QA/QC			GBP-Phase III			GBP-ROW Plats			GBP-Administrative					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Principal	71.40				20	50.00%	35.70												
Director of Construct	71.40																		
Resident Engineer II	40.61																		
Field Engineer II	29.33																		
Project Manager	40.37	52	50.00%	20.19	20	50.00%	20.19	20	50.00%	20.19									
Project Engineer	27.92	52	50.00%	13.96				20	50.00%	13.96									
CADD Technician II	31.62																		
Marketing Coordinat	17.17																		
Director of Structural	48.06																		
Director of Environm	43.16																		
Director of Survey	41.69																		
Survey Project Mana	37.76										8	6.67%	2.78						
Party Chief	25.50										64	53.33%	20.14						
Instrument Man	15.76										24	20.00%	5.10						
											24	20.00%	3.15						
<b>TOTALS</b>		104	100%	\$34.14	40	100%	\$55.89	40	100%	\$34.14	120	100%	\$31.17	60	100%	\$34.14	0	0%	\$0.00



**Prime Consultant**

Name Bollinger, Lach & Associates  
 Address 333 Pierce Road, Suite 200  
 Telephone (630) 438-6400  
 TIN Number 36-4263432

**Project Information**

Local Agency Lake County Division of Transportation  
 Section Number \_\_\_\_\_  
 Project Number \_\_\_\_\_  
 Job Number \_\_\_\_\_

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
Soil and Material Consultants, Inc.	36-3094075	
Sub-Consultant Total:		
Prime Consultant Total:		
Total for all Work Completed:		

\_\_\_\_\_  
 Signature and title of Prime Consultant Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

Roberts Road Resurfacing  
(McHenry County Line to IL. Route 59)  
Lake County, IL  
BLA Project No.: 877L-004

Gilmer Road Resurfacing  
(Hawley St to Diamond Lake Rd)  
Lake County, IL  
BLA Project No.: 877L-006

Gilmer Road Bike Path  
(Middleton Parkway to S. Sylvan Drive)  
Lake County, IL  
BLA Project No.: 877L-008

### PROJECT SCOPE DESCRIPTION

#### **Roberts Road Resurfacing (McHenry County Line to IL. Route 59)**

The project scope will consist of the preparation of plans, specifications and quantities for the resurfacing of Roberts Road from the McHenry County Line to Illinois Route 59 in Lake County, Illinois. Plans, specifications and cost estimates will be prepared per LCDOT standards.

**Surveys:** BLA Survey Staff will establish State Plane Illinois East Zone Coordinates for the 3 miles of roadway resurfacing. The following items will be completed along the route:

- **Horizontal Control:** BLA will perform the horizontal alignment check for the entire project length (McHenry County Line to Illinois Route 59). No vertical control is included in this scope.
- **Alignment Ties:** Provide Field and Office Survey Staff support to establish alignment ties for the entire project length.

**Roadway Evaluation:** BLA will inspect the 3 miles of roadway for pavement width/ condition, shoulder vs. curb and gutter locations, culvert conditions, and locations of pavement markings, guardrails, driveways, manholes/utilities in the pavement only and loop detectors. This time will include field inspections and well as office time to delineate the items found.

**Title Sheet:** BLA will prepare the title sheet according to the BDE manual chapter 63, state job numbering form, along with the mixture requirement chart, Index of Sheets and as directed by the Lake County Division of Transportation (LCDOT). Mylar will be submitted to the Lake County District Engineer.

**Notes and Standards:** The sheet will include a list of applicable highway standards; general notes (IDOT and LCDOT). The Mylar sheet will be submitted to LCDOT.

**Summary of Quantities:** BLA will prepare the sheets including construction and funding code breakdowns, the quantity calculations/take off for each pay item and preparation of quantity book for delivery to LCDOT. The Mylar sheets will be submitted to LCDOT.



Schedule of Quantities: The sheets will have items difficult to locate in the plans.

Typical Sections: The typical section sheets will be prepared which will include nine existing and nine proposed typical sections and notes and the applicable legend items.

Alignment Ties: The sheet will include complete alignment with curve data and ties for the roadway per the alignment plats provided to BLA from LCDOT.

Base Sheet: The base sheet will be prepared for the geometry for the length of the project along Roberts Road from the McHenry County Line to Illinois Route 59. Plans will consist of aerials with the alignment overlaid.

Maintenance of Traffic: The maintenance of traffic plans will be prepared in compliance with the LCDOT and IDOT standard MOT details. Special care will be taken regarding the intersection work areas.

Removal and Adjustment Item Sheets: The roadway plans will have both top and bottom plan views showing the existing aerial, the existing limited verified topography and items to be adjusted, removed, replaced, butt joints, milling etc. It will have two panel views.

Plan Sheets: The roadway plans will have both top and bottom plan views showing the existing aerial, the existing limited verified topography and proposed roadway improvements including, culvert replacements/repair needs, loop detector replacements, erosion control measures and pavement markings. It will have two panel views. No drainage or utility improvements beyond this are included in this scope. BLA will include temporary erosion control plans for the area disturbed by the improvements. It is anticipated that the impacts for the shoulder removal operations may disturb up to an acre of soil and that the NPDES permit may be required. Therefore we have included time to prepare the permit within this scope.

Special Provisions: Detailed special provisions will be prepared for the roadway items and the contract documents will include them for the Pre-final and Final submittals.

Estimate of Time: The form will be prepared and updated for the Final plan submittal.

Estimate of Cost: The forms will be prepared and updated per each submittal (Pre-final and Final) for all the items.

Consultant Details: BLA will prepare Butt Joint Details.

District Details: BLA will utilize IDOT district details as needed and include them in the plans. We are estimating at 2 details per sheet - 10 district one roadway detail sheets and 12 LCDOT detail sheets.

Cross Sections: No cross sectioning work is included in this scope.

10/21/2010

IEPA - Stormwater Pollution Prevention Plan (SWPPP): BLA shall prepare the SWPPP for the proposed improvements based on local ordinance. Changes to the SWPPP shall be made where inspection indicates that existing erosion and sediment control features are not effective in preventing sediment runoff. No changes shall be made to the SWPPP without authorization from the owner. All changes shall be coordinated with the LCDOT and the Contractor. BLA will prepare and file the appropriate documentation, including the Notice of Intent (NOI) prior to construction and the Notice of Termination (NOT) upon completion of construction and removal of temporary erosion control measures. Periodic inspection of erosion control features are not included in this scope.

Meeting/Field Checks/Coordination: See attached sheet for the detail break down of the items.

QA/QC: BLA will perform the QA/QC throughout the project however; the detailed QA/QC will be emphasized at the time of the two-milestone submittals.

Phase III Coordination: The coordination during Phase III will be made as needed as per the instruction from LCDOT.

Utility Coordination: BLA will coordinate with the utility companies if structures are found within the pavement that will need to be adjusted. Given LCDOT's standards regarding no utilities in the pavement, we are anticipating minimal adjustments and have included time for coordinating with one utility company only.

Coordination with the local agencies will go through LCDOT.

**Gilmer Road Resurfacing (Hawley Street to Diamond Lake Road)**

The project scope will consist of the preparation of plans, specifications and quantities for the resurfacing of Gilmer Road (Hawley Street to Diamond Lake Road) in Lake County, Illinois. Plans, specifications and cost estimates will be prepared per LCDOT standards.

Surveys: BLA Survey Staff will establish State Plane Illinois East Zone Coordinates for the 5 miles of roadway resurfacing. The following items will be completed along the route:

- Horizontal Control: BLA will perform the horizontal alignment check for the entire project length (Gilmer Road from Hawley Street to Diamond Lake Road). No vertical control is included in this scope.
- Alignment Ties: Provide Field and Office Survey Staff support to establish alignment ties for the entire project length.

Roadway Evaluation: BLA will inspect the 5 miles of roadway for pavement width/ condition, shoulder vs. curb and gutter locations, culvert conditions, and locations of pavement markings, guardrails, driveways, manholes/utilities in the pavement only and loop detectors. This time will include field inspections and well as office time to delineate the items found.

Title Sheet: BLA will prepare the title sheet according to the BDE manual chapter 63, state job numbering form, along with the mixture requirement chart, Index of Sheets and as directed by the Lake County Division of Transportation (LCDOT). Mylar will be submitted to the Lake County District Engineer.

Notes and Standards: The sheet will include a list of applicable highway standards; general notes (IDOT and LCDOT). The Mylar sheet will be submitted to LCDOT.

Summary of Quantities: BLA will prepare the sheets including construction and funding code breakdowns, the quantity calculations/take off for each pay item and preparation of quantity book for delivery to LCDOT. The Mylar sheets will be submitted to LCDOT.

Schedule of Quantities: The sheets will have items difficult to locate in the plans.

Typical Sections: The typical section sheets will be prepared which will include nine existing and nine proposed typical sections and notes and the applicable legend items.

Alignment Ties: The sheet will include complete alignment with curve data and ties for the roadway per the alignment plats provided to BLA from LCDOT.

Base Sheet: The base sheet will be prepared for the geometry for the length of the project (Gilmer Road from Hawley Street to Diamond Lake Road). Plans will consist of aerials with the alignment overlaid.

Maintenance of Traffic: The maintenance of traffic plans will be prepared in compliance with the LCDOT and IDOT standard MOT details. Special care will be taken regarding the intersection and railroad crossing work areas.

Removal and Adjustment Item Sheets: The roadway plans will have both top and bottom plan views showing the existing aerial, the existing limited verified topography and items to be adjusted, removed, replaced, butt joints, milling etc. It will have two panel views.

Plan Sheets: The roadway plans will have both top and bottom plan views showing the existing aerial, the existing limited verified topography and proposed roadway improvements including, culvert replacements/repair needs, loop detector replacements, erosion control measures and pavement markings. It will have two panel views. No drainage or utility improvements beyond this are included in this scope. BLA will include temporary erosion control plans for the area disturbed by the improvements. It is anticipated that the impacts for the shoulder removal operations may disturb up to an acre of soil and that the NPDES permit may be required. Therefore we have included time to prepare the permit within this scope.

Special Provisions: Detailed special provisions will be prepared for the roadway items and the contract documents will include them for the Pre-final and Final submittals.

Estimate of Time: The form will be prepared and updated for the Final plan submittal.

Estimate of Cost: The forms will be prepared and updated per each submittal (Pre-final and Final) for all the items.

Consultant Details: BLA will prepare Butt Joint Details.

10/21/2010

District Details: BLA will utilize IDOT district details as needed and include them in the plans. We are estimating at 2 details per sheet - 10 district one roadway detail sheets and 12 LCDOT detail sheets.

Cross Sections: No cross sectioning work is included in this scope.

IEPA - Stormwater Pollution Prevention Plan (SWPPP): BLA shall prepare the SWPPP for the proposed improvements based on local ordinance. Changes to the SWPPP shall be made where inspection indicates that existing erosion and sediment control features are not effective in preventing sediment runoff. No changes shall be made to the SWPPP without authorization from the owner. All changes shall be coordinated with the LCDOT and the Contractor. BLA will prepare and file the appropriate documentation, including the Notice of Intent (NOI) prior to construction and the Notice of Termination (NOT) upon completion of construction and removal of temporary erosion control measures. Periodic inspection of erosion control features are not included in this scope.

Meeting/Field Checks/Coordination: See attached sheet for the detail break-down of the items.

QA/QC: BLA will perform the QA/QC throughout the project however; the detailed QA/QC will be emphasized at the time of the two-milestone submittals.

Phase III Coordination: The coordination during Phase III will be made as needed as per the instruction from LCDOT.

Utility Coordination: BLA will coordinate with the utility companies if structures are found within the pavement that will need to be adjusted. Given LCDOT's standards regarding no utilities in the pavement, we are anticipating minimal adjustments and have included time for coordinating with one utility company only.

Railroad Coordination: BLA will coordinate with the railroad company to obtain permits and to incorporate any special provisions/details into the plans.

Coordination with the local agencies will go through LCDOT.

**Gilmer Road Bike Path (Middleton Parkway to S. Sylvan Drive)**

The project scope will consist of the preparation of plans, specifications and quantities for the proposed bike path on the east side of Gilmer Road from Middleton Parkway to S. Sylvan Street in Lake County, Illinois. BLA assumes that the bike path will be on the east side only and that no symmetrical widening of the roadway is anticipated. Plans, specifications and cost estimates will be prepared per LCDOT standards.

Surveys: BLA Survey Staff will establish State Plane Illinois East Zone Coordinates and NAVD88 vertical control and set a minimum of 2 permanent benchmarks. Survey work will be conducted in order to obtain and plat relevant topographic and planimetric survey information including Centerline alignment monumentation, trees 6" at breast height and larger, pavement/shoulder lines/curb and gutter, buildings, striping, property lines, utilities, wetland flagging, etc. within the project impact area. The respective elevations of the ground surfaces

10/21/2010

will be noted as they relate to the adjacent floodplain elevations. Half roadway cross sections will be taken at 50 ft station intervals along Gilmer Road from 100' north of Middleton Parkway to 100' south of S. Sylvan Street. The Roadway topography will include the centerline to the easterly ROW as well as 20' outside the easterly ROW.

In addition the following items will be completed:

- Soil Boring Locates: Soil Borings will be collected and depicted in an exhibit.
- Horizontal/Vertical Control: BLA will perform the horizontal and vertical control check for the proposed bike path area (Middleton Parkway to S. Sylvan St) along with the need for the easement and/or Right-of-Way and finalize it for the project improvement. BLA will verify and set up the benchmarks.
- Alignment Ties: Provide Field and Office Survey Staff support to establish alignment ties and benchmarks for the bike path.

Wetland Delineation:

- Field Reconnaissance: An investigation of the proposed bike path area only will be completed to determine the limits of the wetlands present. The wetland delineation will be completed based on the methodology established by the USACE. 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.
- Wetland Delineation Report: BLA will perform a wetland delineation of the proposed path using methodology outlined in the Interim Regional Supplement of 2008 Corps of Engineers Wetland Delineation Manual. The delineation will be completed based on conditions found during the field visit, soil maps, Lake County Wetland Map, National Wetlands Inventory and the U.S. Army Corps of Engineers (USACE) Routine On-Site new Data Forms. BLA will coordinate with IDNR with the Natural Resources Review Consultation based on the Illinois Natural Heritage Database (INHD) and BLA will prepare the Threatened and Endangered Species and consult with the US Fish and Wildlife Service in according to Section 7.

Also during the site visit, the wetlands' generalized quality ratings, according to Swink and Wilhelm (1994), plant community quality will be assessed and the limits of the wetland will be flagged. Finally, during the site visit, wildlife and plant community qualities will be assessed.

The results of the field investigation will be summarized in a letter report. The wetlands floristic inventory, index values and quality rating will be included along with exhibits depicting wetland boundaries, project boundary, National Wetland Inventory, Soil Survey, Flood Insurance Rate Map, Lake County Wetland Map, NRCS wetland mapping, floodplain, USGS topography, site photographs and their locations and the U.S. Army Corps of Engineers (USACE) Routine On-Site New Data Forms.

- Jurisdictional Determination: A Jurisdictional Determination (JD) will be required for all wetlands identified on-site. The US Army Corps of Engineers (USACE) takes jurisdiction over Waters of the U.S. under Section 404 of the Clean Water Act (Act).

10/21/2010

Jurisdictional areas covered by the Act are navigable waterways, tributaries to navigable waterways, and wetlands adjacent thereto. All wetlands that are not under USACE jurisdiction are considered isolated and fall under the jurisdiction of the Lake County Stormwater Development Ordinance.

BLA will request a JD from the USACE regarding any on-site wetlands. Non-jurisdictional wetlands do not require a USACE permit to be impacted, however, a permit from Lake County Stormwater Management Commission will be required for impacting wetlands and riparian zone. **Based on the fact that it appears that any wetland in this project area will be hydraulically connected to Sylvan Lake to the east – BLA anticipates that this wetland will be under the jurisdiction of the USACE and therefore any impact, even under 0.25 acres will be required to go through the Section 404 permit process.**

Soil Coordination: BLA will review the soils report and draft limits of any contaminants on the profile exhibits in the bike path area.

Title Sheet: BLA will prepare the title sheet according to the BDE manual chapter 63, state job numbering form, along with the mixture requirement chart, Index of Sheets and as directed by the Lake County Division of Transportation (LCDOT). Mylar will be submitted to the Lake County District Engineer.

Typical Sections: The typical section sheets will be prepared which will include two existing and two proposed typical sections, notes and the applicable legend items.

Alignment, Ties and Benchmarks: The sheet will include complete alignment with curve data, ties and benchmarks for the roadway per the alignment plats provided to BLA from LCDOT and any proposed baseline for the bike path if determined it is necessary to alter from the roadway alignment.

Notes/ Standards: The sheet will include a list of applicable highway standards; general notes (IDOT and LCDOT). The Mylar sheet will be submitted to LCDOT.

Summary of Quantities: BLA will prepare the sheets including construction and funding code breakdowns, the quantity calculations/take off for each pay item and preparation of quantity book for delivery to LCDOT. The Mylar sheets will be submitted to LCDOT.

Schedule of Quantities: The sheet will have items difficult to locate in the plans and will help locate quantities.

Base Sheet: The base sheet will be prepared for the geometry for the length of the project (Gilmer Road from Middleton Parkway to S. Sylvan Dr.).

Maintenance of Traffic: The maintenance of traffic plans will be prepared in compliance with the LCDOT and IDOT standard MOT details.

Plan and Profile: Plans for the proposed bike path improvements will include a top view showing the existing aerial, the existing limited verified topography and the proposed roadway improvements and the bottom plan will include a profile. The sheets will have three panel views.

Drainage and Utilities: The drainage and utility impacts will be evaluated in the area of the proposed bike path. Culvert extensions and utility impacts will be identified.

Drainage Tables: BLA anticipates that ditched sections will be used for this project and therefore no drainage tables are included in this scope.

Drainage Calculations: BLA will evaluate the proposed new impervious area to confirm that no detention is required. Tributary areas will be analyzed and ditch slope capacities will be reviewed. Cross sections of the proposed bike path widening will be evaluated for slope, ditch criteria, erosion and impacts to items such as wetland, ROW, trees, etc. BLA anticipates the need to extend two cross culverts to accommodate the new path one of which has a tributary area exceeding 20 acres. Also, a feasibility study will be prepared regarding the impacts to the ponds at the Middleton Parkway entrance.

Special Provisions: Detailed special provisions will be prepared for the roadway items and the contract documents will include them for the Pre-final and Final submittals.

Estimate of Time: The form will be prepared and updated for the Final plan submittal.

Estimate of Cost: The forms will be prepared and updated per each submittal (Pre-final and Final) for all the items.

Consultant Details: BLA anticipates the need for preparing details for items such as retaining walls, pond relocation items, pillar relocations head walls, etc.

District Details: BLA will utilize IDOT district details as needed and include them in the plans. We are estimating at 2 details per sheet 10 district one roadway detail sheets and 12 LCDOT detail sheets.

Pavement Marking and Signing Plans: No marking or signage is included in this scope for the bike path.

Erosion Control Plans: BLA will prepare temporary erosion control plans for the area disturbed by the improvements. It is anticipated that the impacts for the proposed bike path may disturb up to an acre of soil and that the NPDES permit may be required. Therefore we have included time to prepare the permit if it is necessary.

Cross Sections: The cross section sheets will have half ROW cross section every 50 feet and will show the existing and proposed roadway, utilities, cut and fill, etc. We are estimating 50 half cross sections.

Meeting/Field Checks/Coordination: See attached sheet for the detail break down of the items.

Permits:

- Endangered Species: BLA will prepare the Threatened and Endangered Species Consultation Act as required in Section 7 of the USACOE Permitting Process in compliance with the U.S. Fish and Wildlife Service.
- Cultural Resources: BLA will submit the necessary documents to the Illinois Historical Preservation Agency to determine if there are any areas of concern within our project limits. BLA assumes no areas of concern as part of this scope.
- Borrow/Use Areas: BLA will coordinate with Soil Material Consultants regarding testing for hazardous materials within the project limits. BLA assumes there are no areas of contamination within these project limits as part of this scope.
- Lake County Watershed Development Permit – More than 5000 sf of area will be disturbed with the proposed bike with path. The following items are reviewed/coordinated through the LCSMC:
  - Detention (assuming no detention is required as part of this project)
  - There may be depressional storage within this project area. BLA will review the topography and assumes that no depressional storage exists, nor will be impacted with this project. If this is required it will be performed as additional services.
  - Two cross culverts will also be analyzed and extended for the project.
  - Wetland Impacts and JD.
- IEPA - Stormwater Pollution Prevention Plan (SWPPP): BLA shall prepare the SWPPP for the proposed improvements based on local ordinance. Changes to the SWPPP shall be made where inspection indicates that existing erosion and sediment control features are not effective in preventing sediment runoff. No changes shall be made to the SWPPP without authorization from the owner. All changes shall be coordinated with the LCDOT and the Contractor. BLA will prepare and file the appropriate documentation, including the Notice of Intent (NOI) prior to construction and the Notice of Termination (NOT) upon completion of construction and removal of temporary erosion control measures. Periodic inspection of erosion control features are not included in this scope.

QA/QC: BLA will perform the QA/QC throughout the project however; the detailed QA/QC will be emphasized at the time of the two-milestone submittals.

Phase III Coordination: The coordination during Phase III will be made as needed as per the instruction from LCDOT.

Utility Coordination: Utility coordination is anticipated in the area of the bike path. BLA will contact the utility companies to obtain their latest atlas information for representation on the plans and cross sections.

ROW Plats & Legals: BLA will provide field and office support for the preparation of a Plat of Highways for Gilmer Road along the proposed bike path improvement section on the east side of Gilmer Road from S. Sylvan Drive to Middleton Parkway containing 10 parcels. All easement lines and improvements within the subject parcels and within 20 feet of the proposed Right of Way will be shown and labeled. The right of way takes will be monumented. The right of way will be shown with stations and offsets to the alignment. The Plats will be prepared in accordance with Illinois Department of Transportation standards and will be signed by an Illinois Professional Land Surveyor. The scope does not include time for the Appraisals and the



Negotiation Tasks.

Coordination with the local agencies will go through LCDOT.

DRAFT

**BLA Manhours**  
**PROJECT: Roberts Road (McHenry County Line to IL. Route 59)**  
**BLA Project No. 877-004**

<u>ITEM</u>	<u># OF SHEETS</u>	<u>MH PER SHEET</u>	<u>TOTAL MH'S</u>
Topographic Survey			
Horizontal Control Check (3 miles)			32
Roadway Evaluation			72
Title Sheet	1	8	8
Typical Section (9 Existing, 9 Proposed)	8	8	64
Notes/ Standards	1	8	8
Summary of Quantities	3	24	72
Schedule of Quantities	10	18	180
Base Sheets (15 sheets @ 6 MH/sheet)			90
Maintenance of Traffic	6	14	84
Removal and Adjustment Sheets	15	22	330
Plan/Pavement Marking/Erosion Control Sheets	15	28	420
Special Provisions			24
Estimate of Time			24
Estimate of Cost (PreFinal and Final)			48
Consultant Details	1	12	12
IDOT and LCDOT Details (2 details/sheet)	22	1	22
SWPPP - NPDES Permit and Packet			24
Meeting/Field Checks/ Coordination			
LCDOT Office (1 kickoff, 1 Prefinal, 1 Final, 1 Precon) (1 staff/meeting)			16
Plan in Hand Field Review			16
Utility Coordination (manhole adjustments, etc.)			8
QA/QC (16 MH Prefinal, 8 MH Final)			24
Phase III Coordination			<u>40</u>
	<b>Sub-Total</b>	82	<b>1618</b>
Administration/ Management			<u>65</u>
	<b>Total</b>	82	<b>1,683</b>

**BLA Direct Costs**  
**PROJECT: Roberts Road (McHenry County Line to IL. Route 59)**  
**BLA Project No. 877-004**

	<u># of Sets</u>	<u>Size</u>	<u># of Sheets</u>	<u>Rate per Sheet</u>	<u>Total</u>
<b><u>SURVEY DOCUMENTS</u></b>					
Vehicles	2			\$48.00	<u>\$96.00</u>
				<b>Survey Total</b>	<b>\$96.00</b>
<b><u>PRE-FINAL PLANS (90%)</u></b>					
Plan Sets (2 LCDOT, 2 Utilities, 2 Local Agencies)	6	Quarter	82	\$0.25	\$123.00
Special Provisions (unbound) ( 2 LCDOT)	6	8.5"x11"	30	\$0.10	\$18.00
Cost Estimate	2	8.5"x11"	4	\$0.10	\$0.80
Estimate of Time	6	8.5"x11"	2	\$0.10	<u>\$1.20</u>
				<b>Pre-Final Total</b>	<b>\$143.00</b>
<b><u>FINAL PLANS (100%)</u></b>					
Plan Sets (LCDOT)	1	Full Mylar	82	\$3.00	\$246.00
Plan Sets (2-LCDOT, 2 Utilities, 2 Local Agencies)	6	Quarter	82	\$0.25	\$123.00
Special Provisions (unbound)	6	8.5"x11"	30	\$0.10	\$18.00
Cost Estimate	6	8.5"x11"	3	\$0.10	\$1.80
Estimate of Time	6	8.5"x11"	2	\$0.10	<u>\$1.20</u>
				<b>Final Total</b>	<b>\$390.00</b>
<b><u>SWPPP REPORT SUBMITTAL</u></b>					
SWPPP Binders	2	Binder	1	\$9.00	\$18.00
SWPPP Report	2	8.5"x11"	75	\$0.10	\$15.00
SWPPP Report	2	11"x17"	5	\$0.25	<u>\$2.50</u>
				<b>SWPPP Report Total</b>	<b>\$35.50</b>
<b><u>MEETINGS</u></b>					
Vehicles	14			\$48.00	<u>\$672.00</u>
				<b>Meetings Total</b>	<b>\$672.00</b>

**Grand Total    \$1,336.50**

**BLA Manhours**  
**PROJECT: Gilmer Road (Hawley Street to Diamond Lake Road)**  
**BLA Project No. 877-006**

<u>ITEM</u>	<u># OF SHEETS</u>	<u>MH PER SHEET</u>	<u>TOTAL MH'S</u>
Topographic Survey			
Horizontal Control Check (5 miles)			42
Roadway Evaluation			96
Title Sheet	1	8	8
Typical Section (9 Existing, 9 Proposed)	8	8	64
Notes/ Standards	1	8	8
Summary of Quantities	3	24	72
Schedule of Quantities	12	18	216
Base Sheets (15 sheets @ 6 MH/sheet)			90
Maintenance of Traffic	10	14	140
Removal and Adjustment Sheets	26	22	572
Plan/Pavement Marking/Erosion Control Sheets	26	28	728
Special Provisions			24
Estimate of Time			24
Estimate of Cost (PreFinal and Final)			48
Consultant Details	1	12	12
IDOT and LCDOT Details (2 details/sheet)	22	1	22
SWPPP - NPDES Permit and Packet			24
Meeting/Field Checks/ Coordination			
LCDOT Office (1 kickoff, 1 Prefinal, 1 Final, 1 Precon) (1 staff/meeting)			16
Plan in Hand Field Review			16
Utility/Railroad Coordination (manhole adjustments, etc.)			32
QA/QC (24 MH Prefinal, 16 MH Final)			40
Phase III Coordination			40
	<b>Sub-Total</b>	110	<b>2334</b>
Administration/ Management			93
	<b>Total</b>	110	<b>2,427</b>

**BLA Direct Costs**  
**PROJECT: Gilmer Road (Hawley Street to Diamond Lake Road)**  
**BLA Project No. 877-006**

	<u># of Sets</u>	<u>Size</u>	<u># of Sheets</u>	<u>Rate per Sheet</u>	<u>Total</u>
<b><u>SURVEY DOCUMENTS</u></b>					
Vehicles	2			\$48.00	<u>\$96.00</u>
				<b>Survey Total</b>	<b>\$96.00</b>
<b><u>PRE-FINAL PLANS (90%)</u></b>					
Plan Sets (2 LCDOT, 2 Utilities, 2 Local Agencies)	6	Quarter	110	\$0.25	\$165.00
Special Provisions (unbound) ( 2 LCDOT)	6	8.5"x11"	40	\$0.10	\$24.00
Cost Estimate	2	8.5"x11"	4	\$0.10	\$0.80
Estimate of Time	6	8.5"x11"	2	\$0.10	<u>\$1.20</u>
				<b>Pre-Final Total</b>	<b>\$191.00</b>
<b><u>FINAL PLANS (100%)</u></b>					
Plan Sets (LCDOT)	1	Full Mylar	110	\$3.00	\$330.00
Plan Sets (2-LCDOT, 2 Utilities, 2 Local Agencies)	6	Quarter	110	\$0.25	\$165.00
Special Provisions (unbound)	6	8.5"x11"	40	\$0.10	\$24.00
Cost Estimate	6	8.5"x11"	3	\$0.10	\$1.80
Estimate of Time	6	8.5"x11"	2	\$0.10	<u>\$1.20</u>
				<b>Final Total</b>	<b>\$522.00</b>
<b><u>SWPPP REPORT SUBMITTAL</u></b>					
SWPPP Binders	2	Binder	1	\$9.00	\$18.00
SWPPP Report	2	8.5"x11"	75	\$0.10	\$15.00
SWPPP Report	2	11"x17"	5	\$0.25	<u>\$2.50</u>
				<b>SWPPP Report Total</b>	<b>\$35.50</b>
<b><u>MEETINGS</u></b>					
Vehicles	14			\$48.00	<u>\$672.00</u>
				<b>Meetings Total</b>	<b>\$672.00</b>
				<b>Grand Total</b>	<b>\$1,516.50</b>

**BLA Manhours**  
**PROJECT: Gilmer Road Bike Path (N. Middleton Parkway to S. Sylvan Dr.)**  
**BLA Project No. 877-008**

<u>ITEM</u>	<u># OF SHEETS</u>	<u>MH PER SHEET</u>	<u>TOTAL MH'S</u>
Wetland Delineation and Report			
Wetland Delineation			16
Jurisdictional Determination			4
Wetland Report			24
Agency Coordination			4
Soil Coordination			16
Topographic Survey			
Roadway Topography (Easterly Half ROW - Locate trees 6" and up)			64
Soil Boring Survey			12
Horizontal and Vertical Control Check			12
Alignment, Ties & Benchmarks			12
Title Sheet	1	8	8
Typical Section (2 Existing, 2 Proposed)	2	8	16
Alignment, Ties & Benchmarks	2	12	24
Notes/ Standards	1	8	8
Summary of Quantities	1	24	24
Schedule of Quantities	4	18	72
Base Sheets (2 sheets @ 8 MH/sheet)			16
Maintenance of Traffic	1	14	14
Plan and Profile	4	24	96
Drainage and Utilities	2	32	64
Drainage Calculations			
Existing Drainage Plan			24
Pond Relocation Feasibility Study			48
Evaluate Cross Sections for Drainage Impacts			32
Culvert Extensions (Assume 2 w/1 exceeding 20 acres)			64
Special Provisions			24
Estimate of Time			24
Estimate of Cost (PreFinal and Final)			48
Consultant Details (walls, guardrail, pond details, pillar relocations, headwalls etc.)	4	24	96
IDOT and LCDOT Details (2 details/sheet)	20	1	20
Erosion Control Plans	2	16	32
Cross Sections (2500'@ 50' = 50 half sections)			
-Half Cross Sections (10 /Sheet)	5	20	100
<b>Sub-Total Page 1</b>	<b>49</b>		<b>1018</b>

**BLA Manhours**  
**PROJECT: Gilmer Road Bike Path (N. Middleton Parkway to S. Sylvan Dr.)**  
**BLA Project No. 877-008**

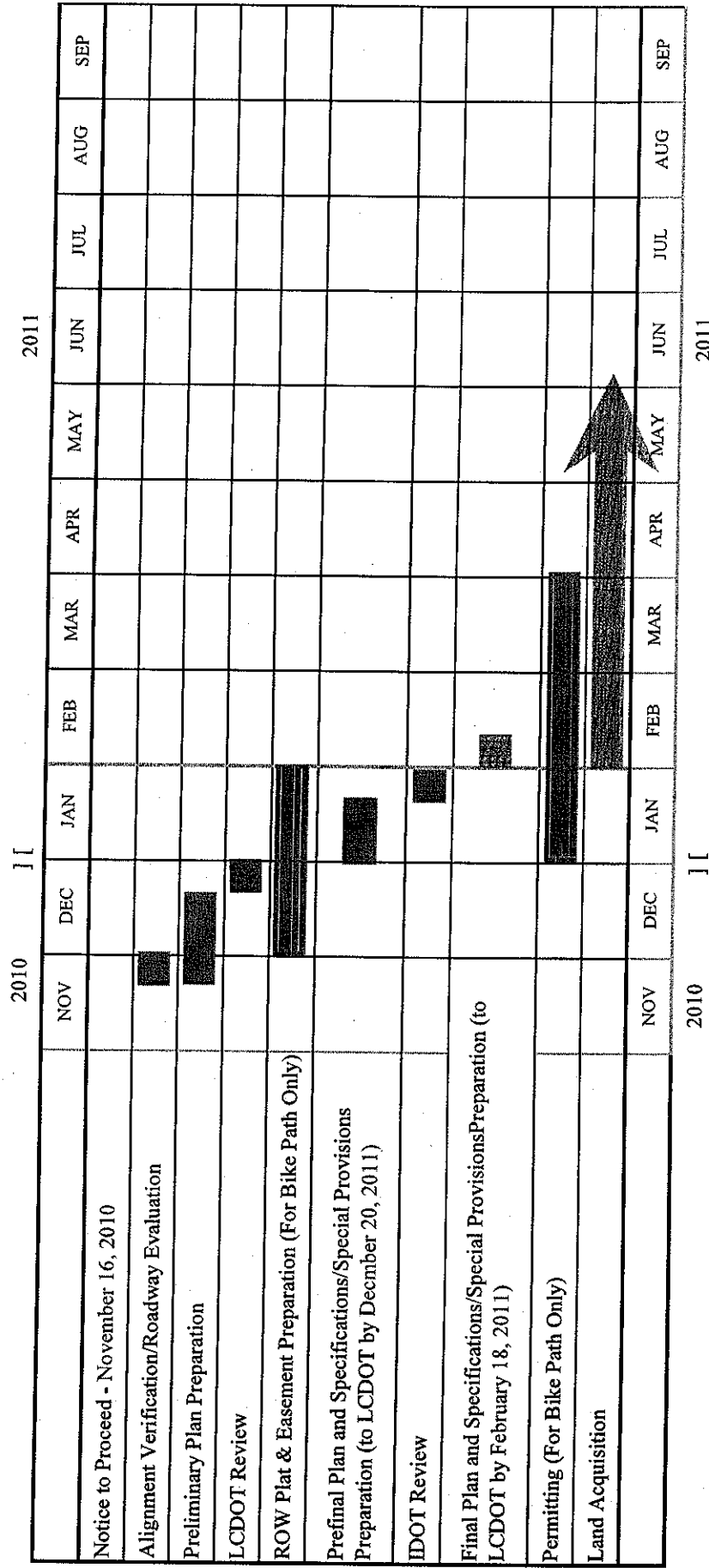
<u>ITEM</u>	<u># OF SHEETS</u>	<u>MH PER SHEET</u>	<u>TOTAL MH'S</u>
Permits			
Section 404 Permit			32
Endangered Species			48
Cultural Resources			12
Borrow/Use Area			12
NPDES Permit			24
Lake County SMC - Watershed Development Permit			40
Meeting/Field Checks/ Coordination			
LCDOT Office (1 kickoff, 1 Prefinal, 1 Final, 1 Precon) (1 staff/meeting)			16
Agency Meeting (LCSMC)			8
Field Check for conflicts (ponds, pillars, steep slopes, etc)			16
Final Plan in Hand Field Review			16
Utility Coordination (Permit, Conflicts, etc.)			48
QA/QC (24 MH Prefinal, 16 MH Final)			40
Phase III Coordination			40
ROW - Plat of Highway (for 10 Parcels)			<u>120</u>
	<b>Sub-Total Page 2</b>	0	<b>472</b>
	<b>Sub-Total Page 1</b>	<u>49</u>	<b><u>1018</u></b>
Administration/ Management			<u>60</u>
	<b>Total</b>	49	<b>1,550</b>

**BLA Direct Costs**  
**PROJECT: Gilmer Road Bike Path (N. Middleton Parkway to S. Sylvan Dr.)**  
**BLA Project No. 877-008**

	<u># of Sets</u>	<u>Size</u>	<u># of Sheets</u>	<u>Rate per Sheet</u>	<u>Total</u>
<b><u>WETLAND REPORT SUBMITTALS</u></b>					
Wetland Report Binders	6 Binder		1	\$9.00	\$54.00
Wetland Reports	6 8.5"x11"		75	\$0.10	<u>\$45.00</u>
			<b>Preliminary Total</b>		<b>\$99.00</b>
<b><u>SURVEY DOCUMENTS</u></b>					
Vehicles	4			\$48.00	<u>\$192.00</u>
			<b>Survey Total</b>		<b>\$192.00</b>
<b><u>PRELIMINARY PLANS (65%)</u></b>					
Plan Sets (2 LCDOT, 6 Utilities, 2 Local Agencies)	10 Quarter		49	\$0.25	\$122.50
Special Provisions (unbound)	10 8.5"x11"		30	\$0.10	\$30.00
Cost Estimate	2 8.5"x11"		4	\$0.10	\$0.80
Estimate of Time	10 8.5"x11"		2	\$0.10	<u>\$2.00</u>
			<b>Pre-Final Total</b>		<b>\$155.30</b>
<b><u>PRE-FINAL PLANS (90%)</u></b>					
Plan Sets (2 LCDOT, 6 Utilities, 2 Local Agencies)	10 Quarter		49	\$0.25	\$122.50
Special Provisions (unbound)	10 8.5"x11"		30	\$0.10	\$30.00
Cost Estimate	2 8.5"x11"		4	\$0.10	\$0.80
Estimate of Time	10 8.5"x11"		2	\$0.10	<u>\$2.00</u>
			<b>Pre-Final Total</b>		<b>\$155.30</b>
<b><u>FINAL PLANS (100%)</u></b>					
Plan Sets (LCDOT)	1 Full Mylar		49	\$3.00	\$147.00
Plan Sets (2-LCDOT, 6 Utilities, 2 Local Agencies)	10 Quarter		49	\$0.25	\$122.50
Special Provisions (unbound)	10 8.5"x11"		30	\$0.10	\$30.00
Cost Estimate	10 8.5"x11"		3	\$0.10	\$3.00
Estimate of Time	10 8.5"x11"		2	\$0.10	<u>\$2.00</u>
			<b>Final Total</b>		<b>\$304.50</b>
<b><u>*PERMIT REPORT SUBMITTALS</u></b>					
Stormwater Binders	15 Binder		1	\$9.00	\$135.00
Stormwater Reports	15 8.5"x11"		75	\$0.10	\$112.50
Stormwater Reports	15 11"x17"		5	\$0.25	\$18.75
Permit Exhibits (5 Agency Submittals of 15 reports)	75 24"x36"		1	\$3.00	<u>\$225.00</u>
			<b>Permit Report Total</b>		<b>\$491.25</b>
*2 Local Agency, 2 LCDOT = 5 @ 3 submittals = 15 Copies					
<b><u>MEETINGS</u></b>					
Vehicles	14			\$48.00	<u>\$672.00</u>
			<b>Meetings Total</b>		<b>\$672.00</b>
<b><u>ROW PLAT AND LEGAL DOCUMENTS</u></b>					
Title Commitments	10			\$400.00	\$4,000.00
Plats of Highways (3 Sets/submittal with 3 submittals)	9 24"x36"		1	\$3.00	\$27.00
10 Legal Descriptions 3 copies @ 3 submittals)	9 8.5"x11"		10	\$0.10	\$9.00
County Records Office Documents	1			\$300.00	<u>\$300.00</u>
			<b>Survey Total</b>		<b>\$4,336.00</b>
<b>Grand Total</b>					<b>\$6,405.35</b>



**Project Schedule for  
 Gilmer Road Resurfacing (Hawley St to Diamond Lake Rd)  
 Gilmer Road Bike Path (N. Middleton Parkway to S. Sylvan Dr)  
 Roberts Road Resurfacing (McHenry County Line to IL Route 59)  
 Lake County, IL**





**SOIL AND MATERIAL CONSULTANTS, INC.**

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

October 21, 2010  
Proposal No. 11,720  
**Revised**

Ms. Cindy Flower, P.E.  
Bollinger, Lach & Associates, Inc.  
2100 Huntington Drive North, Suite A  
Algonquin, IL 60102

Re: Geotechnical Investigation & CCDD Testing  
Gilmer Road Bike Path  
Sylvan Drive to Middleton Parkway  
Lake County, Illinois

Dear Ms. Flower:

Submitted for your consideration is our proposal to provide a geotechnical investigation which will include subsurface soil investigation, engineering evaluation and geotechnical report. We also propose to provide Clean Construction and Demolition Debris (CCDD) testing which will include soil sampling and submittal to an environmental laboratory, data review, and a report with data transmittal. A completed IEPA form LPC-663 will also be submitted provided the test results are favorable.

We understand about 0.4 miles, or about 2,100 linear feet of bike path is planned on the east side of Gilmer Road. Our services will be provided in accordance with the guidelines stated below.

### **Geotechnical Investigation**

#### **Field Investigation**

We propose the layout of 5 borings at intervals of about 400 feet and in areas accessible to our truck mounted drilling equipment. 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 to depths of 10.0 feet.

#### **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

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

Proposal No. 11,720  
Re: Gilmer Road Bike Path  
Sylvan Drive to Middleton Parkway  
Lake County, Illinois

Page 2

### 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.

### Clean Construction and Demolition Debris (CCDD)

#### Field Soil Sampling

We will use truck mounted drilling equipment and sampling kits to obtain 2 samples of the soil anticipated to be removed from the site by the contractor.

#### Laboratory Testing

Soil samples will be submitted to Suburban Laboratories, Inc. for testing in accordance with the IEPA Target Compound List. The list includes Volatile Organic Compounds, Semi-Volatile Compounds, Pesticides/PCB's, Cyanide, Metals and pH. This testing program is proposed in place of a complete TACO Tier 1 battery of tests.

#### Evaluation and Report

The laboratory test results will be reviewed by a Registered Professional Engineer and compared to standards. A report of findings will be prepared. IEPA form LPC-663 will be submitted if the test results show the soil samples are uncontaminated.

#### 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.

Proposal No. 11,720  
Re: Gilmer Road Bike Path  
Sylvan Drive to Middleton Parkway  
Lake County, Illinois

Should you have any questions concerning the scope of the investigation, please let me 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 – GEOTECHNICAL INVESTIGATION**

**Field**

Boring Layout	2 hr.	\$ 85.00 /hr.	\$ 170.00
Utility Location	2 hr.	\$ 85.00 /hr.	\$ 170.00
Mobilization	1	\$ Lump Sum	\$ 400.00
Drilling (5 at 10')	50 ft.	\$ 14.00 /ft.	\$ 700.00
Split Barrel Sampling	20 ea.	\$ 8.00 ea.	\$ 160.00

**Laboratory**

Moisture Content	25 ea.	\$ 3.00 ea.	\$ 75.00
Unit Weight	20 ea.	\$ 3.00 ea.	\$ 60.00
Unconfined Compressive Strength	20 ea.	\$ 6.00 ea.	\$ 120.00

**Report**

Senior Engineer (P.E.)	3 hr.	\$ 130.00 /hr.	\$ 390.00
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Geotechnical Investigation Estimated Cost: \$ 2,245.00

**SCHEDULE OF FEES – CCDD TESTING**

**Laboratory**

Technician – includes pick-up of sample containers and delivery of soil samples to laboratory	4 hrs.	\$ 85.00 /hr.	\$ 340.00
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Soil Sample Testing - 7 to 10 day turn-around.	2 ea.	\$ 650.00 ea. + 25%	\$ 1,625.00
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**Report**

Senior Engineer (P.E.) - review test data and Prepare report	3 hr.	\$ 130.00 /hr.	\$ 390.00
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Senior Engineer (P.E.) - Sign form LPC-663	1 ea.	\$ Lump Sum	\$ 250.00
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CCDD Testing Estimated Cost: \$ 2,605.00

**Estimated Total Cost (Geotechnical Investigation + CCDD Testing): \$ 4,850.00**

Please note if the CCDD testing is not approved at the time of the geotechnical investigation an additional fee of \$680.00 will be included for field sampling.

## 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.

