



Local Public Agency Engineering Services Agreement

DRAFT



Using Federal Funds? Yes No

Agreement For: Agreement Type:

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Lake County Division of Transportation	Lake	20-00229-02-RS	
Project Number	Contact Name	Phone Number	Email
	Michael Burke	(847) 377-7400	mjburke@lakecountyiil.gov

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Big Hollow Road	A26	8,560 ft.	
Location Termini			<input type="button" value="Add Location"/>
Sequoia Drive (McHenry County Line) east to US 12			<input type="button" value="Remove Location"/>

Project Description

Design Engineering for roadway resurfacing, spot curb and gutter replacement, fence on structure installation, shoulder sealing, video detection system upgrades, isolated storm sewer pipe replacement and ADA Improvements.

Engineering Funding MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Consultant (Firm) Name	Contact Name	Phone Number	Email
BLA, Inc.	Matthew Cesario	(630) 438-6400	mcesario@bla-inc.com
Address	City	State	Zip Code
333 Pierce Road, Suite 200	Itasca	IL	60143

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be

used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Direct Costs Check Sheet
- EXHIBIT D: Qualification Based Selection (QBS) Checklist
- EXHIBIT E: Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
- Exhibit F: Workhour Summary
- Exhibit G: Sub consultant Proposal
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are 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.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. 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 US Department of Transportation (US DOT) assisted contract. 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 LPA deems appropriate.
8. 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 LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. 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 DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly 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 in Exhibit A (Scope of Services).

10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, 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 LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
 - (c) For Non-Federal County Projects - (605 ILCS 5/5-409)
 - (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, 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 in all previous partial payments made to the ENGINEER.
 - (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.
Method of Compensation:
 Percent
 Lump Sum
 Specific Rate
 Cost plus Fixed Fee: Anniversary
Total Compensation = DL + DC + OH + FF
Where:
DL is the total Direct Labor,
DC is the total Direct Cost,
OH is the firm's overhead rate applied to their DL and
FF is the Fixed Fee.
Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.
The Fixed Fee cannot exceed 15% of the DL + OH.
5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US 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 US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US 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 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, 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 DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, 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 DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support

their purported disbursement.

2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

3. This AGREEMENT may be terminated by the LPA 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 LPA 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 materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
4. ~~In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.~~
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. 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 have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not 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 the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not 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) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has 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 indicated 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 and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 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 DEPARTMENT 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 on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an 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 contract or grant of \$5,000 or more from the DEPARTMENT, as defined 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 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 (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 to maintain 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.
- (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.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, 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 LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT 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.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
BLA, Inc.	36-4263432	\$111,107.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
- Compass Surveying	36-3211988	\$4,000.00
- Rubino Engineering, Inc.	80-0450719	\$3,525.00
Subconsultant Total		\$7,525.00
Prime Consultant Total		\$111,107.00
Total for all work		\$118,632.00

Add Subconsultant

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Local Public Agency Type of Name of Local Public Agency

By (Signature & Date) By (Signature & Date)

Name of Local Public Agency Local Public Agency Type Clerk Title

(SEAL)

Executed by the ENGINEER:

Attest: Consultant (Firm) Name

By (Signature & Date) Title

By (Signature & Date) Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date) Director of Transportation/County Engineer (Signature & Date)

County Engineer on behalf of IDOT of pursuant to Agreement of Understanding dated May 3, 2018

Local Public Agency

County

Section Number

Lake County Division of Transportation

Lake

20-00229-02-RS

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

See Attached Exhibit A

Exhibit A

Scope of Services



BLA, Inc.
12/14/2021

Design Engineering (Phase II)
Lake County Division of Transportation
Big Hollow Road
Roadway Resurfacing
Section No.: 20-00229-02-RS

PROJECT SCOPE DESCRIPTION

BLA, Inc. proposes to complete design engineering (Phase II) for roadway improvements to Big Hollow Road located in the Village of Fox Lake and Unincorporated Ingleside, in Grant Township of Lake County Illinois. The proposed limits extend from Sequoia Drive (McHenry County Line) east to US 12.

The project consists of the roadway resurfacing of the above roadway location. In addition, the scope includes spot curb and gutter replacement, fence on structure installation, shoulder sealing, video detection system upgrades, isolated storm sewer pipe replacement (based on televising tapes from LCDOT), and ADA ramp upgrades. Also, a separate task is included for ditch re-profiling if the County determines necessary.

The preliminary design elements shall include topographic survey, geotechnical investigation / CCDD documentation, dump site coordination and Environmental Survey Request submission.

In conjunction with the preliminary elements, the contract plans and documents will be prepared. This shall consist of the preparation and development of the detailed Phase II engineering plans, special provisions, permitting, agency coordination, and utility coordination.

The following is a detailed written scope of work to perform the tasks required for the Big Hollow Road improvement project.

Preliminary Engineering

Task 1 - Data Collection / Review: BLA will contact the JULIE One-Call system to obtain existing utility atlases for private “dry” facilities (gas main, telephone, cable, fiber optic, overhead/underground electric, etc.) in the area. Those utilities which do not have an auto-respond system shall be contacted by mail or via email to obtain the necessary atlases. BLA will also obtain zoning maps, school and park district maps and plans, and existing traffic signal plans. Also included is the coordination with the surrounding municipalities to obtain records of their facilities such as sewer, water, street lighting, etc. Existing information will be obtained from LCDOT and other appropriate agencies such as roadway plans, bikeway plans, right of way data, future development plans, crash reports, previously completed Intersection Design Studies, etc. Included in the Data Collection / Review Task is one (1) site visit which will be utilized to obtain the photographs as well as perform field checks, observations, and structures to be cleaned/repared.

BLA will review televising tapes performed by LCDOT and determine the necessary storm sewer pipes to be replaced during the proposed improvements.



BLA, Inc.
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Task 2 - Topographic Survey: A full topographic survey of the entire project is not anticipated. A topographic survey will be conducted at the ADA ramp locations identified in the scoping report that are listed below:

- Big Hollow Road and Frontage Road, All Four Corners (8 Ramps Total)

This information is necessary to accurately design each curb ramp with spot-grades and detailed in the plans with all cross-slopes determined and exact length of sidewalk to be removal and replacements detailed and quantified. The limits of the survey will extend 25 feet in each direction from the crossing.

BLA will draft and complete the remaining survey and right of way (outside of the sidewalk corners). This portion of the existing conditions will be field measured during site visits, based on existing information, and visual observations along with scaled aerial maps in order to establish project quantities. Included in the topographic survey task is one (1) site visit which will be utilized to obtain field measurements for lane widths, shoulder widths, etc. to draft the remaining survey. Project right-of-way and property lines will be prepared from computing existing right-of-way and property lines through GIS data and existing plans.

Survey work will be performed in accordance with the LCDOT survey requirements including start up coordination with the LCDOT surveyor. Baseline plan stationing shall follow existing LCDOT stationing.

Refer to the attached scope of work and fee proposal from Compass Surveying

Task 3 - Geotechnical Investigation / CCDD Documentation: Five (5) pavement cores will be obtained as part of the scope of work. The exact locations will be determined early during the design and a pre-bore meeting will be scheduled.

CCDD (LPC-Form) Documentation

The soil sample results will be compared to the Maximum Allowable Concentrations (MACs) associated with CCDD facility acceptance, including the soil pH range of 6.25 to 9.0. If results achieve the MAC values, Consultant will prepare the LPC-663 document that will be signed/stamped by the Consultant. This proposal assumes the potential for requiring a separate form for each area to account for this currently unknown situation. The results of the samples will be submitted to the CCDD facilities for “pre-certification” prior to letting. The “pre-certification” letters will be placed in the special provisions.

Any locations that do not achieve the MACs (including soil pH range) will be identified as exclusion zones, not acceptable for CCDD facility disposal.

Refer to the attached Geotechnical Engineering scope of work provided with fee proposal from Rubino Consultants, Inc.



BLA, Inc.
12/14/2021

Task 4 - Environmental Survey Request:

BLA will prepare the Environmental Survey Request Form (ESR) and submit the necessary online form through IDOT-BLRS. This shall include preparation of a map identifying survey/study area request limits along with the photo log obtained in the “Data Collection”, National Wetland Inventory Map and the USGS Map for purposes of obtaining Cultural Clearances along the project locations. The roadway within the project is under County or local jurisdiction therefore the Non-Special Waste documentation will be completed by BLA’s sub-consultant as the CCDD Documentation and will not be processed by IDOT. Refer to “*Geotechnical Investigation / CCDD Documentation*” for scope of work. A wetland impact evaluation is not anticipated.

Plan Preparation and Contract Documents:

Task 5 – Plan Preparation and Contract Documents

Title Sheet: BLA will prepare the title sheet according to the Lake County Division of Transportation standards as directed by the Lake County Division of Transportation (LCDOT).

Pavement Design: A proposed pavement design will be conducted for Big Hollow Road using IDOT Bureau of Local Roads and Streets criteria and the County spreadsheet. The proposed pavement design will be used for verification of the design provided in the scoping documents and will be indicated in the plans on the cover sheet or the typical section sheets meeting LCDOT requirements.

Typical Sections: The typical section sheets will be prepared which will include existing and proposed typical sections for Big Hollow Road along with any pavement design mixture requirement charts legend items. We anticipate four (4) existing typical sections and four (4) proposed typical sections.

Alignment, Ties and Benchmarks: The sheet will include complete alignment with curve data, ties with northing and easting, and benchmarks for the roadway per the alignment. The control points will be set in a secure location where they can be recovered and utilized during construction. The alignment, ties, benchmarks, and control points will assist in the layout of the ADA ramps.

Notes, Index and Standards: The sheet will include a list of applicable highway standards; Lake County DOT standards; IDOT District 1 standards; general notes (IDOT, LCDOT and utilities), list of commitments and index of all plan sheets.

Summary of Quantities: BLA will prepare the sheets including construction and funding code breakdowns for potential Federal/State/County/Other Participating Entity cost share, the quantity calculations/take off for each pay items and preparation of quantity books for delivery to the County. The Summary of Quantities sheets will follow the LCDOT standard format.

Schedule of Quantities: These sheets will have all pay items except lump sum and estimated items scheduled according to plan location per LCDOT plan preparation requirements and will help locate quantities.



BLA, Inc.
12/14/2021

Removal Plan: The removal plan will be prepared for the geometry for the length of the project to take into account the existing features (existing roadway pavement, existing sidewalk, accesses, etc.) which will be removed as a result of the improvements. The removal plans will have two panel views per sheet, and will be prepared at 1"=20' scale.

Maintenance of Traffic (MOT): A maintenance of traffic plan will be prepared for the project. The traffic control plan will have a legend and general notes sheet indicating signage type, standards, speed limits, and specific information relating to the traffic control. In addition, plan sheets will identify the location of advance warning signage for the begin / end construction limits as well as each sideroad. The plan sheets will incorporate aerial photographs and be at each roadway improvement will be at a scale of 1"=100' (one plan view per sheet). A detour route and plan is not anticipated for this project.

Plan Sheets / Drainage and Utility / Drainage Tables: The plans will be prepared utilizing the BDE manual chapters 63-66. All the plans will be prepared at a 1:20 scale. The roadway plans with existing roadway topography and proposed improvements will be shown in plan view and dimensioned accordingly; existing and proposed roadway stations and elevations will be shown in the plan view. The plans will also indicate the improvements to the storm sewer pipes and structures specified from the televising tape performed by LCDOT. The type of improvement, inverts, materials, lengths, etc. will be identified on the plans and summarized in a table. Per LCDOT requirements individual table layouts will be provided on each sheet where the storm sewer work is occurring. The plan sheets will also illustrate the roadway striping.

Video Detection Plan: The plans will be prepared for the upgrades of the existing video detection system at Big Hollow Road & Frontage Road.

Landscaping / Erosion Control Plans and Details: BLA will prepare permanent and temporary erosion control plans. BLA will prepare the detail sheets for the SMC permit. These will be prepared at 1"=20' scale, double panel view.

Also, on these plans, restoration of the locations identified above will be depicted with proposed seeding. Formal and elaborate landscaping designs are not anticipated to be part of this scope of work.

ADA Plan: BLA will prepare ADA plan sheets for all pedestrian roadway crossings within the project limits. The plan sheets will be formatted per the LCDOT standard and incorporate grades, slopes, stationing offset, northing and easting, all detectable warning panels specified. Detectable warning panel installation will be clearly labeled to enable field layout including panel sizes, radii (if applicable) and dimensions as appropriate. The anticipated locations consist of the following:

- Big Hollow Road and Frontage Road, All Four Corners (8 Ramps Total)

District One Details / IDOT Highway Standards: When a LCDOT standard or detail is not available BLA will utilize IDOT district details as needed and include them in the plans.



BLA, Inc.
12/14/2021

Consultant/County Details: BLA anticipates the details for construction entrances, approaches, special drainage connections, structure details, median channelization, etc. as well as incorporation and any special modifications to Lake County DOT standard details.

Specifications & Special Provisions: Detailed project specifications and special provisions will be prepared for the improvement as well as job-specific special provisions written or obtained. The contract documents will be prepared for the Pre-final and Final submittal. The special provisions will include all applicable LCDOT and IDOT specifications, and check sheets required to facilitate a local letting. LCDOT will prepare the front-end documents. Format, content, and order of the specification documents will be as per the LCDOT requirements.

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

Estimate of Cost: Detailed estimates of cost will be prepared and provided at the prefinal, and final submittals. The forms will be prepared and updated per each submittal and utilize recent unit price results. Breakdowns for the roadway and drainage improvements will be included on the Estimate of Costs.

Miscellaneous Required Tasks

Task 6 - Agency Involvement & Meetings: We are proposing the following meetings (8) and agency involvement:

- Consultant & LCDOT
 - Kickoff Meeting (1)
 - Coordination / Progress Meetings (2)
- Lake County SMC Pre-Application Meeting (1)
- Outside Agency / Property Owners (2): IDOT, Fox Lake, etc.
- Private Utility Company Meetings (2)

Task 7 - Permits:

- Lake County Stormwater Management Commission Permit Application Preparation and Submittal: The required exhibits, specifications, data and project information will be compiled and assembled in a permit application submittal package to the Lake County SMC for erosion control.
- IDOT Permit Review: BLA will prepare the necessary forms, exhibits, and documents to submit to IDOT for a permit review. This is anticipated due to the potential impact to the detector loops from the mill and resurface operations.
- McHenry Lake Soil Water Conservation District: BLA will prepare the necessary submittals required for MLSWCD's soil erosion and sediment control review and approval.

Task 8 - Utility Coordination: Based on the JULIE One-Call performed in the "Data Collection" task, BLA will gather the present utility atlas' and perform a check against the roadway improvements and ADA upgrades. Upon the review, a conflict list will be prepared and coordination with the utilities will commence. BLA will make submittals to all impacted utility companies and municipalities with the proposed impacts at the pre-final and final milestone dates.



BLA, Inc.
12/14/2021

BLA will track the responsiveness of each utility, which has submitted for permit, status of relocation, if necessary, etc. Coordination will begin early and often. If it appears significant utilities are present and unavoidable, early coordination will occur to facilitate relocation efforts. If utility relocation is necessary, BLA will coordinate with the affected utilities, provide electronic files as needed, and provide a review of the relocation permit(s).

Task 9 – QC/QA: BLA will perform the QC/QA throughout the project; the detailed QC/QA will be emphasized at the time of the three-milestone submittal and the QC/QA statement will be submitted with each submittal. This effort includes QC/QA oversight for sub-consultants' tasks.

Task 10 - Administration/Management: This task will consist of project startup, scope of work reviews, scheduling, budget control, and contract administration for the project. Also included is the management and coordination of the sub-consultants.

Task 11 – Phase III Coordination: The coordination during phase III will be made as needed as per the direction from the County. BLA will review project-specific shop drawings and attend the pre-construction meeting for the roadway improvement project.

Task 12 – Ditch Improvements: This task has been included if the county determines the roadside ditches along Big Hollow Road near Frontage Road requires re-profiling and other drainage improvements. Plan sheets and cross sections will be prepared to depict the elevations, slopes, and improvements accurately.

In addition, a topographic survey will include locations of the ditch re-profiling. The locations of the survey required for ditch re-profiling are as follows:

- NW of Big Hollow Road & US 12, Between Big Hollow Road and Frontage Road
- SW of Big Hollow Road & Frontage Road

Refer to the attached scope of work and fee proposal from Compass Surveying

Task 13 – Pavement Structural Analysis and Rehabilitation: This task includes additional pavement and subgrade rehabilitation and / or reconstruction spot locations the pavement along Big Hollow Road. Based on the review and analysis of the pavement core, soil borings, and site visit observations, locations along Big Hollow Road will be identified for additional improvements such as subgrade improvement, curb and gutter improvements, and pavement thickness modifications. Several locations, particularly near the box culvert crossing, have shown signs of subgrade deficiencies, pavement deterioration, and poor roadway drainage based on curb and gutter defects that require methods above and beyond a mill and surface to correct.

Coordination/Deliverables: Coordination with the local agencies will go through LCDOT. Deliverables to the LCDOT will consist of the Word, Excel, MicroStation and PDF files that comprise of the Soils/Geotechnical Report, final plans, specifications, and estimates prepared for this project. No hours are associated with this task.

Project Deliverables: BLA will provide all above listed items as well as the following per the LCDOT's "Electronic Bid Package Format and Submittal" (attached):



BLA, Inc.
12/14/2021

- PDF file of the entire plan set, combined into a single file with appropriate naming designation per the attachment.
 - Scanned copy of the cover sheet with the County Engineer's signature and licensed P.E. signature.
 - Compiled .pdf file of the final contract book along with individual documents in .PDF format with appropriate naming designation per the attachment.
 - Soils report, electronic format, with naming designation per the attachment.
 - DVD of all final project digital files (Excel, Word, Microstation .DGN files, etc.).
- (No hours are associated with this task)

Not Included Scope of Work Items

- *Hydraulic Analysis and Calculations*
- *Land Acquisition and Negotiations*
- *Plat of Highways / Legal Description Preparation*
- *Public Information Meetings or Involvement*
- *Storm Sewer / Culvert Televising*
- *Intersection Design Study, Warrant Analysis, Traffic Study and Counts*
- *A FEMA - Letter of Map Revision (LOMR)*
- *Wetland Delineation & Reports*
- *Wetland Impact Evaluation*
- *Army Corps Permitting*
- *Guardrail Warrant Analysis*
- *ESR Special Waste*
- *Signal Replacement Plans*
- *Roadway Cross Sections*
- *SWPPP*

Local Public Agency

County

Section Number

Lake County Division of Transportation

Lake

20-00229-02-RS

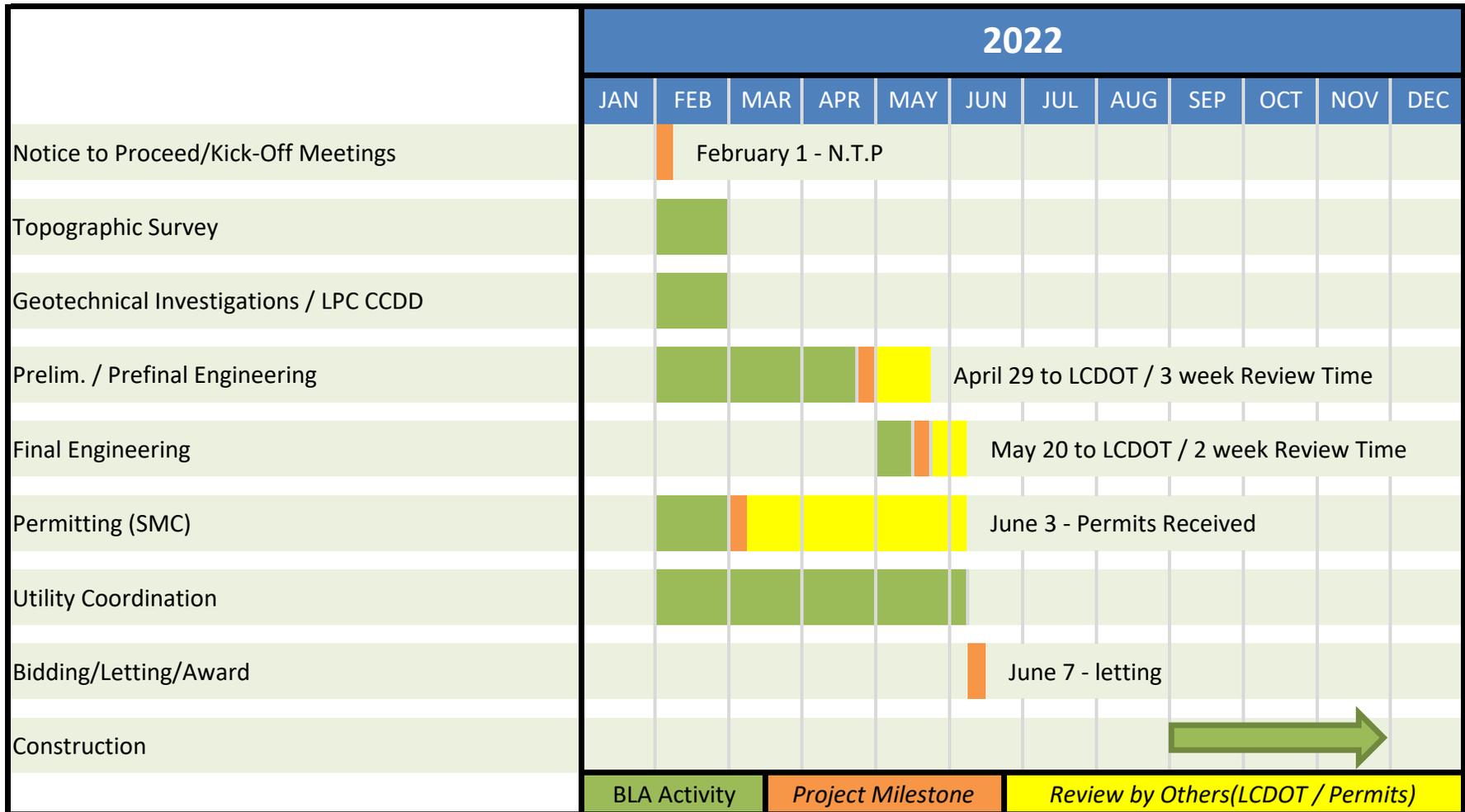
**EXHIBIT B
PROJECT SCHEDULE**

See Attached Exhibit B

Exhibit B

Project Schedule

Big Hollow Road
Lake County Division of Transportation
Section No.: 20-00229-02-RS



* Note: Schedule based on anticipated review time for permitting agencies

Exhibit C

Direct Costs

Lake County Division of Transportation

Lake

20-00229-02-RS

**Exhibit C
Direct Costs Check Sheet**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
<input checked="" type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	3	\$65.00	\$195.00
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input checked="" type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	1	\$214.00	\$214.00
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/>				
Total Direct Costs				\$409.00

BLA, INC
LCDOT Maintenance Resurfacing Improvement
Big Hollow Road
Phase II Design Direct Cost

<u>Task and Description</u>	<u>Sheets</u>	<u>Sets</u>	<u>Rate</u>	<u>Extended Cost</u>
Data Collection and Review				
<i>Exhibits (8.5x11 Color)</i>	10	3	\$0.12	\$3.60
<i>Exhibits (11x17 Color)</i>	10	3	\$0.12	\$3.60
<i>Vehicle Days</i>		1	\$65.00	\$65.00
			Subtotal:	\$72.20
Topographic Survey				
<i>Vehicle Days</i>		1	\$65.00	\$65.00
<i>(Refer to Subconsultant's Cost for Additional Cost)</i>				---
			Subtotal:	\$65.00
Geotechnical Investigation / CCDD Documentation				
<i>(No Direct Cost - Included in Subconsultant's Cost)</i>	---	---	---	---
			Subtotal:	---
Environmental Survey Request (ESR)				
<i>Forms (8.5x11 BW)</i>	5	3	\$0.05	\$0.75
<i>Exhibits (11x17 Color)</i>	10	3	\$0.12	\$3.60
<i>Exhibits (8.5x11 Color)</i>	10	3	\$0.12	\$3.60
			Subtotal:	\$7.95
Plan Preparation / Contract Documents				
<i>EOC, EOT, Specifications (8.5x11 BW)</i>	200	6	\$0.05	\$60.00
<i>Plan Set (11x17 BW)</i>	150	6	\$0.05	\$45.00
			Subtotal:	\$105.00
Agency Involvement and Meetings				
<i>Agenda / Minutes (8.5x11 BW)</i>	50	3	\$0.05	\$7.50
<i>Exhibits (11x17 Color)</i>	10	3	\$0.12	\$3.60
			Subtotal:	\$11.10
Permits				
<i>Lake County SMC (11x17 Color)</i>	20	3	\$0.12	\$7.20
<i>Lake County SMC (8.5x11 BW)</i>	10	3	\$0.05	\$1.50
<i>IDOT Permit (11x17 Color)</i>	10	3	\$0.12	\$3.60
<i>IDOT Permit (8.5x11 BW)</i>	5	3	\$0.05	\$0.75
<i>McHenry County Lake SWCD Permit (11x17 Color)</i>	10	3	\$0.12	\$3.60
<i>McHenry County Lake SWCD Permit (11x17 BW)</i>	5	3	\$0.05	\$0.75
			Subtotal:	\$17.40
Utility Coordination				
<i>Conflict Lists (8.5x11 BW)</i>	10	3	\$0.05	\$1.50
<i>Exhibits (11x17 Color)</i>	10	3	\$0.12	\$3.60
			Subtotal:	\$5.10
QA/QC				
<i>Progress Review Sets (8.5x11 - Black and White)</i>	50	6	\$0.05	\$15.00
<i>Progress Review Sets (11x17 - Black and White)</i>	150	6	\$0.05	\$45.00
			Subtotal:	\$60.00
Administration Management				
<i>(No Direct Cost)</i>	---	---	---	---
			Subtotal:	---
Phase III Coordination				
<i>Shop Drawing Review (11x17 Color)</i>	5	2	\$0.12	\$1.20
<i>Vehicle Days (1 PreCon)</i>		1	\$65.00	\$65.00
			Subtotal:	\$66.20
Total				\$409.95

Exhibit D

QBS Checklist

Local Public Agency	County	Section Number
Lake County Division of Transportation	Lake	20-00229-02-RS

**Exhibit D
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
Project Criteria		Weighting	
-			
Add			
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input type="checkbox"/>

Matt Cesario

From: Burke, Michael J. <MJBurke@lakecountyil.gov>
Sent: Wednesday, November 17, 2021 1:06 PM
To: Matt Cesario
Cc: Dan Bruckelmeyer
Subject: Big Hollow Road Resurfacing
Attachments: BIG HOLLOW RD RESURFACING - FINAL REPORT.pdf

Mr. Cesario,

Your firm was selected for the phase I/II design work for the Big Hollow Road Resurfacing project. This selection was based on our prior working relationship. Please review the attached scoping report and then give me a call to discuss a draft consultant contract at your earliest convenience.

Sincerely,

Michael Burke



Michael J. Burke
LCDOT Design
Project Engineer

[Lake County Division of
Transportation](#)
600 West Winchester Road
Libertyville, IL 60048

General: 847-377-7400
Office: 847-377-7462
MJBurke@lakecountyil.gov



Exhibit E

Cost Estimate

Of Consultant Services



EXHIBIT E
 COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET
 ANNIVERSARY RAISE

Local Public Agency Lake County Division of Transportation	County Lake	Section Number 20-00229-02-RS
Consultant (Firm) Name BLA, Inc.	Prepared By BLA, Inc.	Date 12/14/2021

PAYROLL ESCALATION TABLE

CONTRACT TERM	4	MONTHS	OVERHEAD RATE	102.02%
START DATE	1/1/2022		COMPLEXITY FACTOR	0
RAISE DATE	ANNIVERSARY		% OF RAISE	2.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

2

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

0.33%

The total escalation for this project would be: 0.33%

Local Public Agency

Lake County Division of Transportation

County

Lake

Section Number

20-00229-02-RS

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Anniversary Raise

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Task 1 - Data Collection / Review			Task 2 - Topographic Survey			Task 3 - Geotechnical / CCDD			Task 4 - Environmental Survey Request			Task 5a - Plan Preparation & Con. Docs (Pre-Final)		
		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	78.00	6.0	0.52%	0.41															
Project Manager	57.88	312.0	27.08%	15.68	6	15.00%	8.68	8	16.67%	9.65	2	25.00%	14.47	8	16.67%	9.65	78	15.18%	8.78
Project Engineer	38.26	448.0	38.89%	14.88	14	35.00%	13.39	20	41.67%	15.94	6	75.00%	28.69	20	41.67%	15.94	218	42.41%	16.23
Design Engineer	31.04	386.0	33.51%	10.40	20	50.00%	15.52	20	41.67%	12.93				20	41.67%	12.93	218	42.41%	13.17
Director of Environmental Services	56.19	0.0																	
		0.0																	
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TOTALS		1152.0	100%	\$41.36	40.0	100.00%	\$37.59	48.0	100%	\$38.52	8.0	100%	\$43.16	48.0	100%	\$38.52	514.0	100%	\$38.18

Local Public Agency

Lake County Division of Transportation

County

Lake

Section Number

20-00229-02-RS

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Anniversary Raise

SHEET

3 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Task 11 - Phase III Coordination			Task 12 - Ditch Improvements			Task 13 - Pavement Structural Analysis & Rehab.											
		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	78.00																		
Project Manager	57.88	20	50.00%	28.94	8	14.29%	8.27	60	60.00%	34.73									
Project Engineer	38.26	20	50.00%	19.13	24	42.86%	16.40	40	40.00%	15.30									
Design Engineer	31.04				24	42.86%	13.30												
Director of Environmental	56.19																		
TOTALS		40.0	100%	\$48.07	56.0	100%	\$37.97	100.0	100%	\$50.03	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

Exhibit F

Workhour Summary

BLA, INC
LCDOT Maintenance Resurfacing Improvement
Big Hollow Road
Phase II Design Manhours

<u>Task and Description</u>	<u>Number of Sheets</u>	<u>Hours per Sheets</u>	<u>Total Manhours</u>
Task 1 - Data Collection and Review			
<i>Obtain and Review existing GIS Data, Records, Maps, Plans, Reports</i>			8
<i>Review Televising Tapes for Storm Sewer Replacement</i>			16
<i>Site Visit / Field Check (1): 2 people x 8 hours</i>			16
Subtotal:			40
Task 2 - Topographic Survey			
<i>Aerial Drafting of Remaining Survey</i>			24
<i>Field Measurements for aerial drafting: 2 people x 8 hours</i>			16
<i>Survey Coordination and Review</i>			8
<i>(See attached sub-consultants hours for Survey - Compass)</i>			
Subtotal:			48
Task 3 - Geotechnical Investigation / CCDD Documentation			
<i>GeoTech Coordination and Review</i>			8
<i>(See attached sub-consultants hours for Rubino Consultants)</i>			
Subtotal:			8
Task 4 - Environmental Survey Request (ESR)			
<i>Online Form Submission, Exhibits</i>			48
Subtotal:			48
Task 5 - Plan Preparation / Contract Documents (PreFinal = 85% / Final = 15%)			
<i>Title Sheet</i>	1	6	6
<i>Typical Sections / Pavement Design</i>	3	12	36
<i>Alignment, Ties, and Benchmarks</i>	2	4	8
<i>Notes, Index, and Standards</i>	2	6	12
<i>Summary of Quantities</i>	2	24	48
<i>Schedule of Quantities</i>	4	8	32
<i>Removal Plan (20 scale: 8,600 feet at 500 feet per sht=18 sht / 2 views)</i>	9	8	72
<i>Maintenance of Traffic (MOT): Notes / Signage Sheet, Plan Sheet</i>	3	6	18
<i>Plan Sheet / Drainage and Utility / Drainage Tables (20 scale: 8,600 feet at 500 feet per sht=18 sht / 2 views)</i>	9	12	108
<i>Traffic Signals - Video Detection Sheet</i>	2	12	24
<i>Landscaping /Erosion Control (2 views/ sht)</i>	3	12	36
<i>ADA Plan (4 locations: 6 hours per detail = 24 hours)</i>			24
<i>District One Details / IDOT Highway Standards</i>	10	2	20
<i>Consultant / County Details</i>	10	2	20
<i>Specifications & Special Provisions</i>			80
<i>Estimate of Time</i>			20
<i>Estimate of Cost</i>			40
Subtotal:			604
Task 6 - Agency Involvement & Meetings			
<i>Consultant & LCDOT (3 meeting x 2 attendees x 3 hours)</i>			18
<i>Lake County SMC Pre-Application (1 meeting x 2 attendees x 3 hours)</i>			6
<i>Outside Agency / Property Owner (2 meeting x 2 attendees x 3 hours)</i>			12
<i>Private Utility (2 meeting x 2 attendees x 3 hours)</i>			12
Subtotal:			48
Task 7 - Permits			
<i>Lake County SMC Permit Application</i>			32
<i>IDOT Permit Review</i>			8
<i>McHenry Lake Soil Water Conservation District</i>			16
Subtotal:			56
Task 8 - Utility Coordination			
<i>Utility Tracking, Permit Plan Review, Conflict Analysis, submittals</i>			24
Subtotal:			24
Task 9 - QA/QC			
<i>Internal QA/QC and subconsultant QA/QC (4 %)</i>			40
Subtotal:			40
Task 10 - Administration Management			
<i>scheduling, budget control, contract administration (4%)</i>			40
Subtotal:			40

Task 11 - Phase III Coordination		
<i>Attend pre-con meeting, shop drawing review, RFI</i>		40
	Subtotal:	40
Task 12 - Ditch Improvements		
<i>Aerial Drafting of Remaining Survey</i>		8
<i>Survey Coordination and Review</i>		8
<i>Ditch Re-Profiling Design and Calculations</i>		16
<i>Cross Section & Plan Sheets</i>	3	8
<i>(See attached sub-consultants hours for Additional Survey - Compass)</i>		24
	Subtotal:	56
Task 13 - Pavement Structural Analysis and Rehabilitation		
<i>Review & Analysis of pavement cores, soil borings and site observations</i>		40
<i>Design and Calculations of additional improvements</i>		60
	Subtotal:	100
Total		1152

Exhibit G

SubConsultant Proposals



December 2, 2021

Via e-mail: mcesario@bla-inc.com

Mr. Matthew Cesario, P.E.
BLA, Inc.
333 Pierce Road, Suite 200
Itasca, IL 60143

RE: Proposal for Professional Land Surveying Services
LCDOT – Big Hollow Road
Compass Proposal Number: 21-671

Dear Matt:

Thank you for the opportunity to provide this proposal for Professional Land Surveying services. Compass Surveying Ltd will prepare a Topographic Survey of the referenced site (shown on attached exhibit). This work will be performed in accordance with the minimum standards of practice for Topographic Surveys, as set forth in Title 68 of the Illinois Administrative Code, Section 1270.56. Please note that boundary analysis is not within the scope of this project, therefore the site boundary will not be depicted on the final drawing. The fees are as follows:

Fee 1: ADA Ramp location (25 feet each direction from ramp:
Big Hollow Road and Frontage Road

Fee: \$1,500.00

Fee 2: Ditch Improvements:

Locations bubbled in exhibit extending 20 feet either side from ditch with the creation of a tin so we can cut cross sections.

Fee: \$2,500.00

At this time, we can complete this project in approximately 4 weeks of authorization to proceed (weather permitting). Please note that additional copies, all delivery charges, and research documents are reimbursable to the project. Also, additional work generated from client or other (s) comments will be charged at regular hourly rates. Survey fees are payable within 30 days, subject to a service charge of 1-1/2% per month on unpaid balances.

To indicate your authorization of this proposal, please sign the acceptance block below and return via e-mail to admin@clsurveying.com or fax at 630.820.7030. This proposal is valid for 45 days or until snow cover prevents completion of the work within the fee and timeframe quoted.

If you have any questions, please feel free to contact me.

Yours truly,

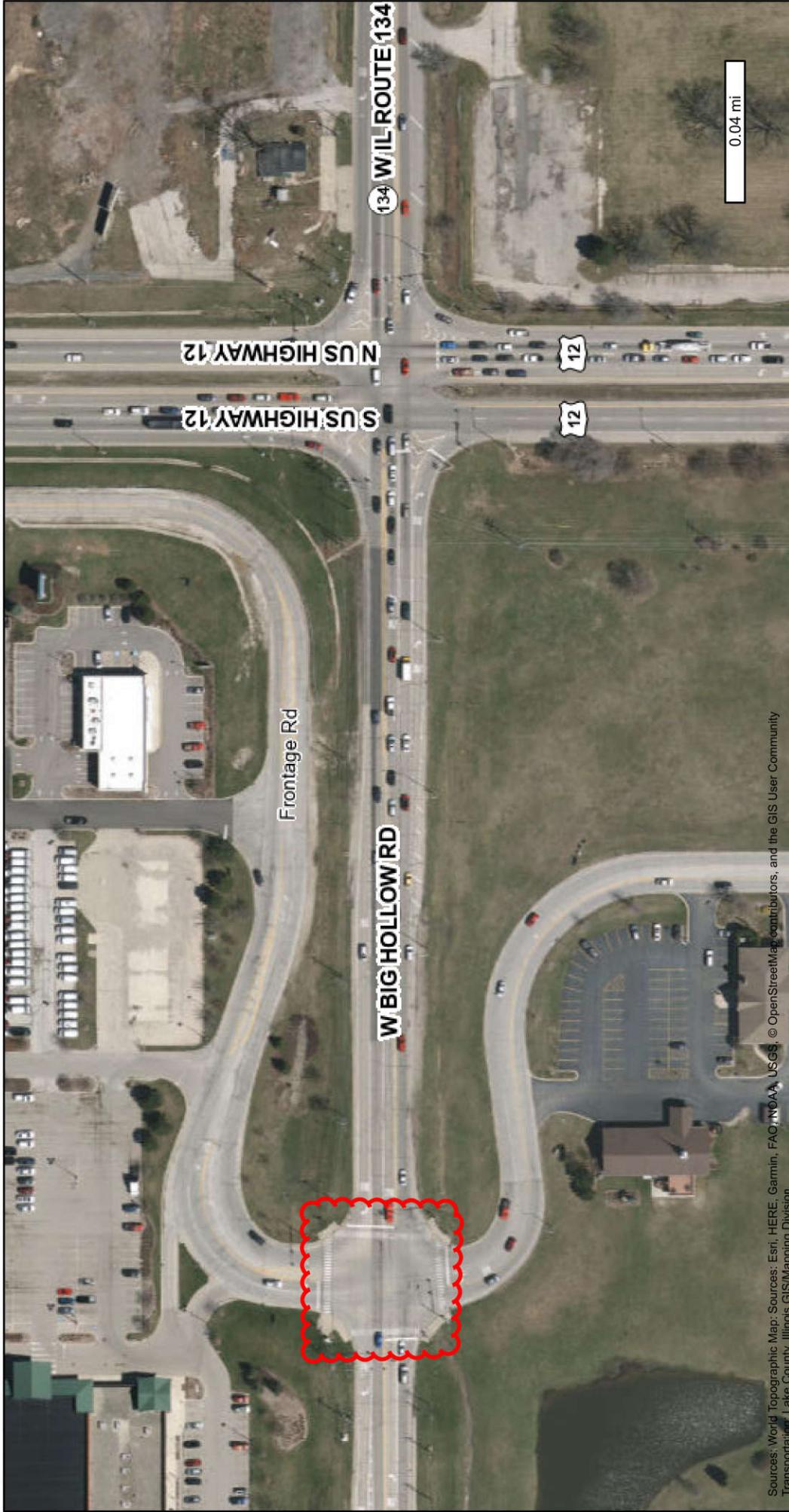
A handwritten signature in black ink, appearing to read "David P. Filipski".

David P. Filipski, PLS
Vice President

DPF/hmb
Attachment(s)

Accepted By:	_____
	(Signature)
Print Name:	_____
Date:	_____
Invoice To:	_____

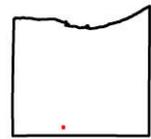
Lake County, Illinois



Tax Parcel
Information
Road Labels



Map Printed on 11/22/2021

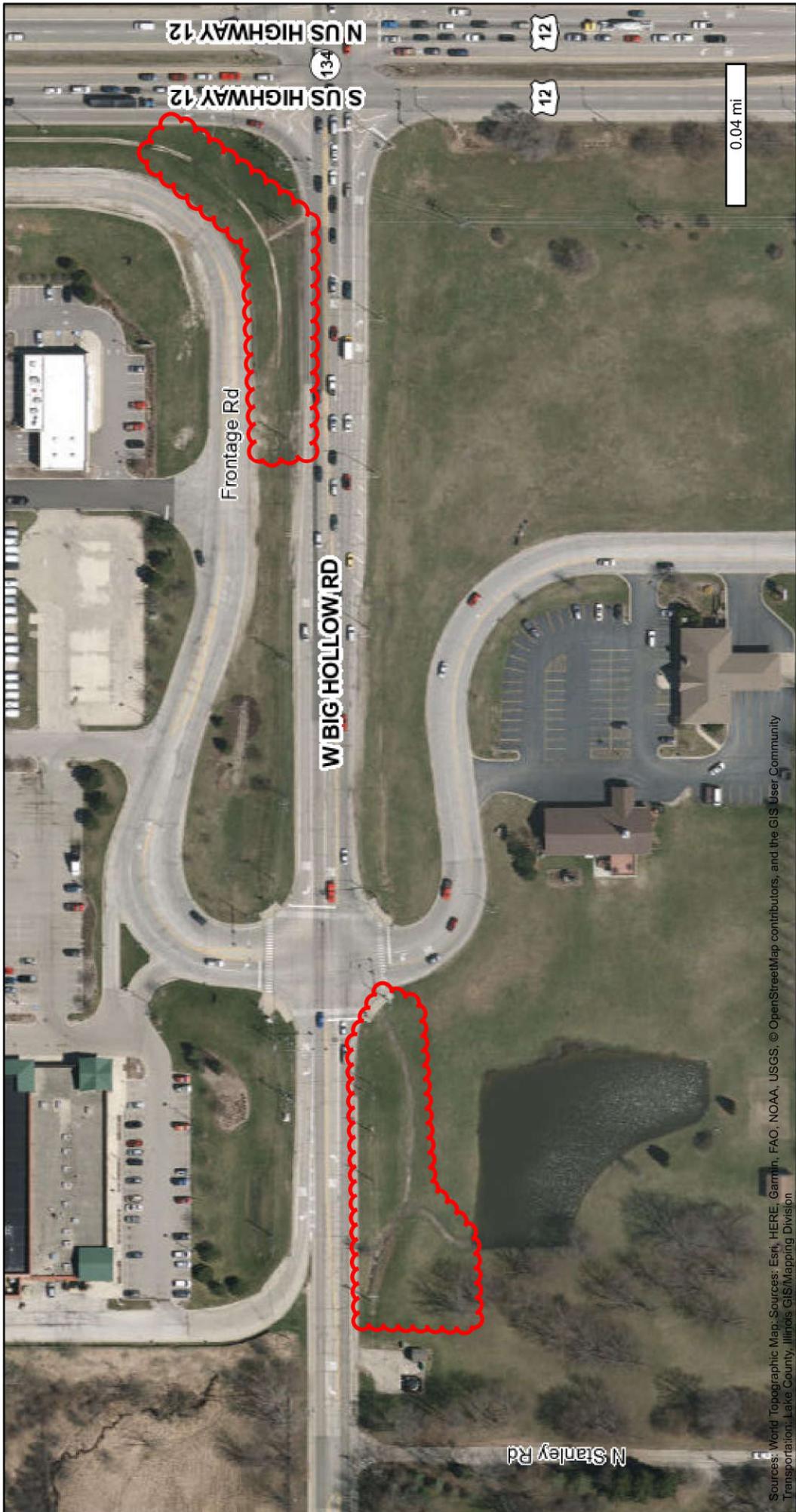


Lake County, Illinois

Disclaimer:

The selected feature may not occur anywhere in the current map extent. A Registered Land Surveyor should be consulted to determine the precise location of property boundaries on the ground. This map does not constitute a regulatory determination and is not a base for engineering design. This map is intended to be viewed and printed in color.

Lake County, Illinois

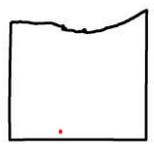


Sources: World Topographic Map, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community
Transportation: Lake County, Illinois GIS/Mapping Division

Road Labels



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Lake County, Illinois

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2021

BILLING RATES FOR PROFESSIONAL SERVICES

<u>Description</u>	<u>Hourly Rate</u>
Principal (Deposition / Expert Testimony)	\$250.00
Principal (Research / Consultation)	\$150.00
Professional Land Surveyor (Deposition / Expert Testimony)	\$200.00
Professional Land Surveyor	\$130.00
Senior Project Manager	\$125.00
Survey Project Manager	\$120.00
1 Person Survey Crew* (Includes Robotic Total Station or GPS receivers)	\$140.00
Overtime Monday – Friday after 8 hours & Saturdays	\$175.00
Overtime Sundays and Holidays	\$215.00
2 Person Survey Crew* (Includes Robotic Total Station or GPS receivers)	\$200.00
Overtime Monday – Friday after 8 hours & Saturdays	\$240.00
Senior CAD Technician	\$110.00
CAD Technician	\$105.00
Clerical	\$ 65.00

**Survey crew rates include vehicle, insurance, equipment and materials and are charged Portal – To – Portal*

Reimbursable Expenses:

Mileage	\$0.56 /mile
Title Commitment Procurement	Cost + 15%
Outside Services	Cost + 15%
Overnight Delivery / FedEx	Varies by location
Black/White (Bond) copies 11"x17"	\$3.50/sheet
Black/White copies (Bond) 24"x36"	\$4.00/sheet
Per Diem (Food and Lodging)	\$140.00 /day

FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE

MEASURING THE WORLD AROUND SINCE 1983

COMPASS SURVEYING LTD
GENERAL CONDITIONS (Rev. 09/25/07)

Item 1. Client Responsibilities. Client shall, so as not to delay the services of Compass Surveying Ltd. (CS) (1) designate in writing a person to act as Client's representative who shall have complete authority to transmit instructions and receive information with respect to CS's services; (2) provide all criteria and full information as to Client's requirements for the project; (3) place at CS's disposal all available information pertinent to the project including title and/or background information, CS will not be required to perform an independent search for easements, encumbrances, title evidence and/or ownership data, as CS will rely upon the materials and representations that Client supplies to CS; and (4) give prompt written notice to CS whenever Client observes or otherwise becomes aware of any development that affects the scope of timing of or affects CS's services, or any defect or nonconformance in the work of any contractor. CS shall be entitled to rely upon the information and instructions provided by Client and Client's representative. Unless specifically provided otherwise in the scope of services, Client shall give CS authorization to proceed for each phase of services and for each Additional Service prior to CS commencing work. Authorization shall be provided in writing.

The Client will provide access to the work site. In the event the work site is not owned by the Client, Client represents to CS that all necessary permissions for CS to enter the site and conduct the work have been obtained. While CS shall exercise reasonable care to minimize damage to the property, the Client understands that some damage may occur during the normal course of the work, that CS has not included in its fee the cost of restoration of damage, and that the Client will pay for such restoration costs.

Item 2. Scope of Work. CS shall perform services in accordance with an "Agreement" made with the "Client". The Agreement consists of CS's proposal, Standard Fee Schedule, and these General Conditions. The "Client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, Client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the Client. The acceptance of CS's proposal signifies the acceptance of the terms of this Agreement. The fees for services rendered will be billed in accordance with the accompanying Standard Fee Schedule. Unit rates for services not covered in the fee schedule or elsewhere in the Agreement can be provided. The standard prices proposed for the work are predicated upon the Client's acceptance of the conditions and allocations of risks and obligations described in the Agreement. The Client shall impart the terms of this Agreement to any third party to whom the Client releases any part of CS's work. CS shall have no obligations to any party other than those expressed in this Agreement.

Item 3. Modifications. This Agreement and all its attachments represent the entire understanding between the parties, and neither the Client nor CS may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or Agreements, and any provisions expressed or implied in requests for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral. If specific periods of time for rendering services set forth in the scope of services are exceeded through no fault of CS, or if Client has requested significant modifications, altered project scheduling or creates changes in the general scope, extent or character of the project, or is not able to provide all necessary title and related documents at commencement, all rates, measures and amounts of compensation, as well as the time of performance, shall be equitably adjusted. The scope of services may be revised or modified for any reason upon Agreement of Client and CS. In each case, the scope of services will be modified in a manner mutually acceptable to Client and CS, and the fee schedule will be equitably adjusted to accommodate the changes. Any change to the scope of services or the fee schedule will be documented in writing.

Item 4. Standard of Care. CS will perform the services under this Agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances in this locality. No other warranties implied or expressed, in fact or by law, are made or intended.

Item 5. Confidentiality. CS shall hold confidential the business and technical information obtained or generated in performance of services under this Agreement and identified in writing by the Client as "confidential". CS shall not disclose such "confidential" information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of CS against claims or liabilities arising from performance of its services.

Item 6. Termination of Contract. Client may terminate this Agreement with seven days' prior notice to Surveyor for convenience or cause. CS may terminate this Agreement for cause with seven days' prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CS has been paid in full all amounts due for services, expenses and other related charges.

Item 7. Utilities. In the performance of its work, CS will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on utility locator services to correctly identify their buried service lines, and on plans, drawings or sketches made available and provided by the Client. The Client agrees to hold CS harmless and indemnify CS from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by CS for any damages to underground structures and utilities which were not correctly and clearly shown on the plans provided to CS or otherwise disclosed by the Client or utility locator service.

Item 8. Hazardous Materials and Conditions. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client, or other involved or contacted parties, to advise CS of any known or suspected undocumented fills hazardous materials, by-products, or constituents, and any known environmental, hydrologic, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by CS employees or subcontractors or which in any other way may be pertinent to CS's proposed services.

Item 9. Insurance and Indemnity. CS represents that it maintains general liability and property damage coverage considered adequate and comparable with coverage maintained by other similar firms, and that CS's employees are covered by Workman's Compensation Insurance. Certificates of Insurance can be provided to the Client upon request. CS shall not be responsible for any loss, damage, or liability beyond these insurance limits and conditions. CS agrees to indemnify the Client from and save Client harmless against any loss, damage, or liability stemming from acts of negligence by CS. The Client agrees to hold CS, its officers, directors, agents, and employees, harmless from any claims, suits, or liability including but not limited to attorney fees, costs of settlement, and other incidental costs, for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to CS's work.

Item 10. Ownership and Copyright. All calculations, computations, work points, field control, files and notes are and shall remain the copyrighted property of CS. All documents prepared or furnished by CS pursuant to this Agreement are instruments of CS's professional service, and CS shall retain an ownership and property interest therein, including all copyrights. CS grants Client a license to use instruments of CS's professional service for the purpose of selling, purchasing or identifying property or constructing the project. Reuse or modification of any such documents by Client, without CS's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold CS harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

Item 11. Use of Electronic Media. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by CS. Files in electronic formats, or other types of information furnished by CS to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, CS makes no representations as to long-term compatibility, usability, or documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CS at the beginning of this project.

Item 12. Payment. Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 30 days of invoice date. THE FEES QUOTED ARE BASED UPON AN EXPECTED TIMELY PAYMENT. Late payment charges of 1.5% per month will be added to delinquent charges. If Client objects to any invoice submitted by CS, Client shall notify CS in writing, within 15 business days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable to you. We reserve the right to stop work on the project if our invoices are overdue by more than thirty (30) days. We shall not be liable for damages arising out of any such stop of work, nor deemed to be in default of this Agreement as a result thereof. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection related costs that CS incurs, including attorney fees. Administration fees will be charged for modified invoicing formats or specific procedures required by Client in order to obtain payment. Client shall be further obligated to pay CS's cost of collection, including, but not limited to, court costs and attorney's fees, in the event of default in payment under this paragraph. This Agreement is entered into the Kane County, Illinois and the Laws of Illinois are to apply to the Agreement. If legal action is required by CS, to collect fees or expenses advanced or to resolve any dispute, then the parties agree that Kane County shall be the proper venue for that legal action. In the event of termination of services prior to completion, Client shall compensate CS for all services performed to and for such termination.

CS Initials: SCK

Date: _____

Client Initials: _____

SCOPE OF SERVICES

The following sections outline the scope of services developed based on the information provided by the client and the information listed above in order to provide pavement coring on the planned project. The exploration will be performed in general accordance with both the requested proposal information and Rubino's current understanding of the project.

Site Access and Traffic Control

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the proposed core locations will be within existing paved areas and will therefore be accessible to a pickup truck.

Traffic control will consist of cones and approach signage. An attenuator truck is anticipated to be needed for the cores along Big Hollow Road. Flaggers are not anticipated for this project but can be provided for an additional fee.

Core Locations

Rubino will locate the cores in the field by measuring distances from known, fixed site features.



Pavement Coring

To obtain data to evaluate subsurface conditions within the proposed pavement reconstruction areas, Rubino proposes to perform the pavement core with a Milwaukee Drill and a two-foot diamond-bit core barrel in the pavement core locations.

NUMBER OF CORES W/SUBBASE THICKNESS DETERMINATION	NUMBER OF SOIL GRABS FOR 662 TESTING	MAX DEPTH	LOCATION
5	5	2 feet below pavement surface	Big Hollow Road

*BEG = below existing grade

Completion of Cores

Upon completion of sampling, the cores will be backfilled and capped with asphalt cold patch. Some damage to ground surface may result from the coring operations near the work areas and along ingress/egress pathways. Rubino will attempt to minimize such damage, but no restoration other than backfilling the core holes are included.

It should be noted that over time, some settlement may occur in the core hole or the patch may be damaged by traffic or snow plows. If Rubino is requested to return to the site for the purpose of filling any holes that may have settled, additional time and material charges may apply.

CCDD TESTING – LPC 662 ONLY

Rubino will obtain a “Potential Impacted Property” (PIP) evaluation of the area near the proposed roadway resurfacing project.

If the PIP evaluation indicates no further testing is needed for form LPC-662, Rubino will composite soil samples from each borehole for soil analytical testing in general compliance with the IEPA CCDD requirements.

- PIP Evaluation (Historical & Regulatory)
- Soil Analytical Tests: 4 ERIS Reports
 - pH (5 total tests)
- P.E. Certification (LPC #662)
- *LPC-662 CCDD Certification, as applicable*

CORE REPORT

Upon completion of field and laboratory work, Rubino will prepare a **Core Summary Report** using the collected data. The report will include the following:

- *Summary of client-provided project information and report basis*
- *Core Location Plan*
- *Photo documentation of field conditions and core specimens*
- *Subbase stone thickness*

An electronic copy of the report will be provided. The report will be addressed to BLA, Inc

PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 3 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

Task	Number of Working Days
Field work including site layout and coring	5
Preparation of the Field Report	5

Project schedules can be affected by weather conditions and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible. Preliminary verbal results can be made to appropriate parties upon completion of the field investigation.

Rubino will need to receive a signed copy of this proposal intact prior to mobilizing.

FEES

Rubino proposes to charge the fee for performance of the outlined scope of services on a lump-sum basis. Based on the scope of services outlined above, the lump-sum fee will be:

Task	Unit Rate x Qty	Unit	Total
Site Layout	\$ 500	Per trip	\$ 500.00
Pavement Cores	\$ 225 x 5	Per core	\$ 1,125.00
Report Preparation	\$ 500	Lump sum	\$ 500.00
CCDD 662 Evaluation, pH and LPC Form	\$ 1,300	Lump sum	\$ 1,300.00
CCDD 3 Letters of Material Acceptance	\$ 100	Total	\$ 100.00
Grand Total			\$ 3,525.00

Please see the attached fee schedule for additional unit rates for services requested after issuing the field report (drawing / spec review, scope or site layout change, etc.).

Scope Limitations

Project services do not include a site evaluation to determine the presence or absence of wetlands, hazardous substances, or toxic materials.

AUTHORIZATION

If this proposal is acceptable to you, Rubino will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. Rubino will proceed with the work upon receipt of authorization.

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact Rubino with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE
President



RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)

MAL/file

Attachments: Proposal Acceptance and Data Sheet
 Schedule of Services and Fees
 General Conditions

**This is an electronic copy. Hard Copies of this proposal are available upon request.

PROPOSAL ACCEPTANCE:

AGREED TO, THIS _____ DAY OF _____, 20__.
BY (please print): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Number and Distribution of Reports:
() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____
Email: _____ **Email:** _____

() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____
Email: _____ **Email:** _____
7. Invoicing Address: _____

Attn: _____
Email: _____
8. Other Pertinent Information Or Previous Subsurface Information Available:

Rubino Engineering, Inc.
2021 Schedule of Geotechnical Services & Fees

CORING SERVICES

Project Engineer/Manager	Per Hour	\$	125.00
Staff Engineer	Per Hour	\$	91.00
Material Tester 1 (Coring)	Per Hour	\$	91.00
Coring Equipment (vehicle, Milwaukee core rig, generator)	Per Day	\$	200.00

LABORATORY TESTING

Sieve Analysis (washed)	Each	\$	85.00
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REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino General Conditions.
- 2) Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond Rubino's control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum charge of 4 hours.
- 10) For all Rubino services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional services rates are exclusive of expert deposition or testimony time.
- 14) Drilling and field service rates are based on OSHA Level D personnel protection.
- 15) For sites where drilling is to occur that are not readily accessible to a truck mounted drill rig, rates for rig mobility, site clearing, crew stand-by time, etc. will be charged as applicable.
- 16) If applicable the prevailing wage fees charged under this agreement will be adjusted if there is any change in the applicable prevailing wage rate established by the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171577

RUBINENG



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 9/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	CONTACT NAME: Laurie Cloninger
	PHONE (A/C, No, Ext): 630 625-5219 FAX (A/C, No): 610 537-4939 E-MAIL ADDRESS: laurie.cloninger@usi.com
INSURED Rubino Engineering, Inc. 425 Shepard Dr Elgin, IL 60123	INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Company NAIC # 13056 INSURER B: Berkley Insurance Company 32603 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PSB0003777	09/01/2021	09/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PSA0001881	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSE0002142	09/01/2021	09/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PSW0002789	09/01/2021	09/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			AEC904730502	09/01/2021	09/01/2022	\$2,000,000 each claim / \$4,000,000 annual aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional Liability is written on a 'claims made' policy form.
 Some or all officers are excluded from Workers Compensation coverage.
 Contractors Pollution Liability Coverage:
 Insurance Carrier - Capitol Specialty Insurance Corporation (NAIC #10328)
 (See Attached Descriptions)

CERTIFICATE HOLDER Rubino Engineering, Inc.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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GENERAL CONDITIONS

1. PARTIES AND SCOPE OF SERVICES: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF SERVICES: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants

6. RESPONSIBILITY: Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

9. STANDARD OF CARE: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

10. INDEMNITY: To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related changes.

12. DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

13. WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

14. NO HIRE: Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

15. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

16. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

Rubino Engineering, Inc.