



Agreement For  Agreement Type   
Using Federal Funds? ☐ Yes ☒ No

**LOCAL PUBLIC AGENCY**

Local Public Agency	County	Section Number	Job Number
Lake County Division of Transportation	Lake	24-00999-02-DR	
Project Number	Contact Name	Phone Number	Email
	Michael Burke	(847) 377-7462	mjburke@lakecountyil.gov

**SECTION PROVISIONS**

Local Street/Road Name	Key Route	Length	Structure Number
Various	Various	Various	N/A
Location Termini			<input type="button" value="Add Location"/>
			<input type="button" value="Remove Location"/>

**Project Description**

Phase II Design Engineering Services for Culvert Replacements 2026 - Culverts 388, 716, 765

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**

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Christopher B. Burke Eng, Ltd.	Steve Sugg	(847) 823-0500	ssugg@cbbel.com
Address	City	State	Zip Code
9575 W. Higgins Road, Suite 600	Rosemont	IL	60018

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: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514 )
- ☐ EXHIBIT \_\_\_\_ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_

### 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 DIRECT COST tab in BLR 05513 or BLR 05514).

### 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 C).
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:

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 (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Christopher B. Burke Eng, Ltd.	36-3468939	\$658,157.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Gasperec Elberts Consulting, LLC	46-5518121	\$26,640.00
Santacruz Associates	36-3851733	\$46,500.00
Testing Service Corporation	35-0937582	\$69,780.00
Subconsultant Total		\$142,920.00
Prime Consultant Total		\$658,157.00
Total for all work		\$801,077.00

## AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The 

Local Public Agency Type
County

 of 

Local Public Agency
Lake

By (Signature & Date)

--

By (Signature & Date)

--

Local Public Agency

LAKE
------

Local Public Agency Type

County
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 Clerk

Title

Chair, Lake County Board
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(SEAL)

Recommended for Execution

\_\_\_\_\_  
Shane Schneider, P.E.  
Director of Transportation/County Engineer

Executed by the ENGINEER:

Attest: 

Prime Consultant (Firm) Name
Christopher B. Burke Eng, Ltd.

By (Signature & Date)

Sherry Sporina
Digitally signed by Sherry Sporina Date: 2025.01.08 09:33:28 -06'00'

Title

Vice President
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By (Signature & Date)

Michael Kerr
Digitally signed by Michael Kerr Date: 2025.01.08 09:33:45 -06'00'

Title

President
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APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

NOT APPLICABLE
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Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake County Division of Transport	Christopher B. Burke Eng, Ltd.	Lake	24-00999-02-DR

**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

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake County Division of Transport	Christopher B. Burke Eng, Ltd.	Lake	24-00999-02-DR

**EXHIBIT B  
PROJECT SCHEDULE**

Start Date April 1, 2025 Estimated Completed date: March 1, 2026
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Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake County Division of Transport	Christopher B. Burke Eng, Ltd.	Lake	24-00999-02-DR

**Exhibit C**  
**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	
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 checked="" type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## SCOPE OF SERVICES

### Culvert Replacements 2026 – Culverts 388, 716, 765

Section No. 24-00999-02-DR  
Lake County, Illinois

January 7, 2025

### PHASE II – DESIGN ENGINEERING SERVICES

Christopher B. Burke Engineering, Ltd. (CBBEL) will perform Phase II Engineering Services for the Culvert Replacements 2026 project (Grass Lake Road #388, River Road #716, Rollins Road #765). Earthwork is not anticipated within State ROW and Special Waste screening through the IDOT Environmental Survey Request process is not included in this proposal.

The project is anticipated to include topographic survey, utility coordination, land acquisition services, wetland delineation and permitting, water resources engineering, preparation of plans, special provisions and estimates, geotechnical and environmental engineering investigations, and SUE Level B (with potholing) services. The scope will also include preparation of a memorandum outlining strategies for the replacement of the culverts. The memorandum will include replacement alternates, costs, and recommendations. Following is a brief discussion of each of the locations where culverts will be replaced.

- Culvert 388 (Grass Lake Road) – Replacement of the existing 79" x 117" corrugated structural plate arch culvert with a box culvert of equivalent size. Consideration may also be given to replacing the culvert with a single-span bridge due to poor underlying soils. The culvert is in a floodplain/floodway and has ADID wetlands on both sides.
- Culvert 716 (River Road) – Replacement of the existing 144" arched corrugated metal pipe with a box culvert of equivalent size. Consideration may also be given to replacing the culvert with a single-span bridge due to poor underlying soils. The culvert is in a floodplain/floodway and has ADID wetlands on both sides.
- Culvert 765 (Rollins Road) – Replacement of a 98" corrugated structural plate arch culvert with a box culvert of equivalent size. Consideration may also be given to replacing the culvert with a single-span bridge due to poor underlying soils.
- One separate set of plans will be prepared for each of the three culvert replacements. Each plan set will be bid separately.
- Given the size of each of the culverts, a detour route will likely be required in all cases. Methods to replace the culverts under traffic and using expedited work schedules will be investigated.
- Guardrail will be evaluated. If the guardrail meets current standards (height, length of

need, bituminous shoulder, etc), a minimum amount of rail and posts will be removed. If guardrail does not satisfy current standards, it will be replaced.

- Each project will require an ACOE (be covered under a Nation-Wide Permit or require a full review permit due to the ADID wetlands or drainage area) and LCSMC. Culverts in the floodway will require a floodway permit from IDNR (via LCSMC).
- Two seventy-five foot soil borings will be obtained at each of the three locations.

The projects are currently scheduled for an April 14, 2026 letting. CBBEL will provide services for all permitting required for the improvements. A detailed scope of services is provided below.

### **Task 1 – Meetings and Coordination**

Coordination with the County will be required throughout the project to coordinate this project with other projects, developments, and events that may impact construction. Design elements that will impact the local agencies will be sent at appropriate design stages for coordination.

We anticipate nine meetings with the County, which will consist of a Kick-Off Meeting and 8 coordination meetings. All project meetings will be scheduled in advance with a prepared agenda distributed to attendees prior to the meeting. CBBEL will prepare meeting minutes and distribute them to all attendees.

Once preliminary plans are completed for each project, CBBEL will conduct a plan-in-hand review of the project to verify work identified and to determine if any work items are missing.

Coordination will be completed with LCSMC throughout the project. Once the drainage calculations are complete, CBBEL will reach out to LCSMC for a pre-application meeting to discuss the project and facilitate appropriate submittals for the required permit.

CBBEL will prepare for and attend a Pre-Construction Public Meeting for each of the three culvert replacement projects. The purpose of the meetings will be to explain the projects to the public and to present the traffic control and project schedule.

### **Task 2 – Utility Coordination**

CBBEL will identify potential conflicts, coordinate with utilities, and set up meetings to discuss necessary utility relocations or plan adjustments.

Proposed utility relocations determined through coordination will be shown in plan view, profile view, and on cross sections. CBBEL will coordinate the design with utility companies and provide CADD files to utility companies when requested. CBBEL will assist LCDOT with review of utility relocation plan permit submissions.

### **Task 3 – Topographic Survey**

CBBEL will perform topographic survey of the River Road Culvert #716, Rollins Road Culvert #765, & Grass Lake Road Culvert #388. The survey will extend to 300' either side of the existing culvert centerline. The survey will include culvert details and all features within the existing right-of-way. Stream cross sections will also be obtained as per the "Survey Scope for Hydraulic Modeling", as shown below. The topographic survey shall include the following:

### Topographic Survey Tasks:

1. Horizontal Control: Utilizing state plane coordinates, CBBEL will tie into NGS Monumentation control utilizing state of the art GPS equipment. Horizontal Datum will correlate with established/existing NGS control monuments (NAD '83, Illinois East Zone 1201).
2. Vertical Control: Establish site benchmarks for construction purposes, tied to the NAVD '88 Vertical Datum. State-of-the-art GPS equipment will be used to establish benchmarks and assign a vertical datum on the horizontal control points. This will be based on GPS observed NGS Monumentation (NAVD '88 Datum).
3. CBBEL will field locate all pavements, driveways, bike path, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, across road culverts, etc. within the limit of survey. Field location of all above ground utilities including, but not limited to, water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc.
4. All trees of 6 inch caliper or greater to be surveyed within project limits. Tree Line only of forested and landscaped areas. Provide tree size, location and elevation on survey.
5. Office calculations and plotting of field and record data.
6. Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located. No JULIE Utility Survey Coordination is included in this task.
7. Office contouring of field data and one foot contour intervals.
8. Drafting of an Existing Conditions Plan at a scale of 1"=20

### **J.U.L.I.E. Utility Coordination**

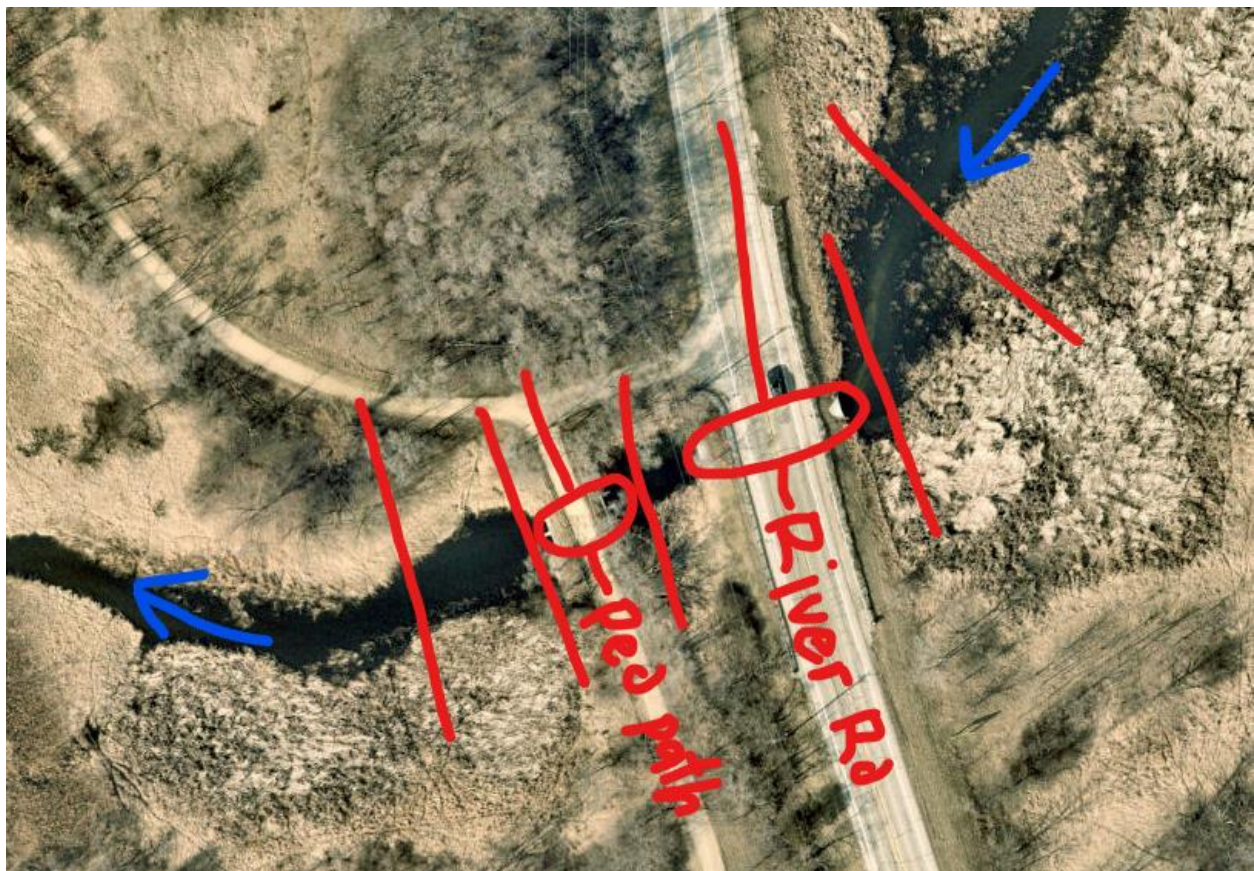
CBBEL will coordinate with J.U.L.I.E. to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities / obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and J.U.L.I.E. Utility Coordination. All utilities / obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities / obstructions / systems whether or not shown on base map. J.U.L.I.E. Utility Coordination Atlas information is typically isolated to Public Right-of-Way & limited areas adjacent to Public Right-of-Way. Identification of all private utilities within project area (on-site) is the responsibility of the client.

**Supplemental Topographic Survey:** CBBEL will supplement the initial topographic survey with pick-up topographic survey. Supplemental survey will occur at areas outside of those described above.

## SURVEY SCOPE FOR HYDRAULIC MODELING

### Culvert 716 (River Road) – Illustration Below

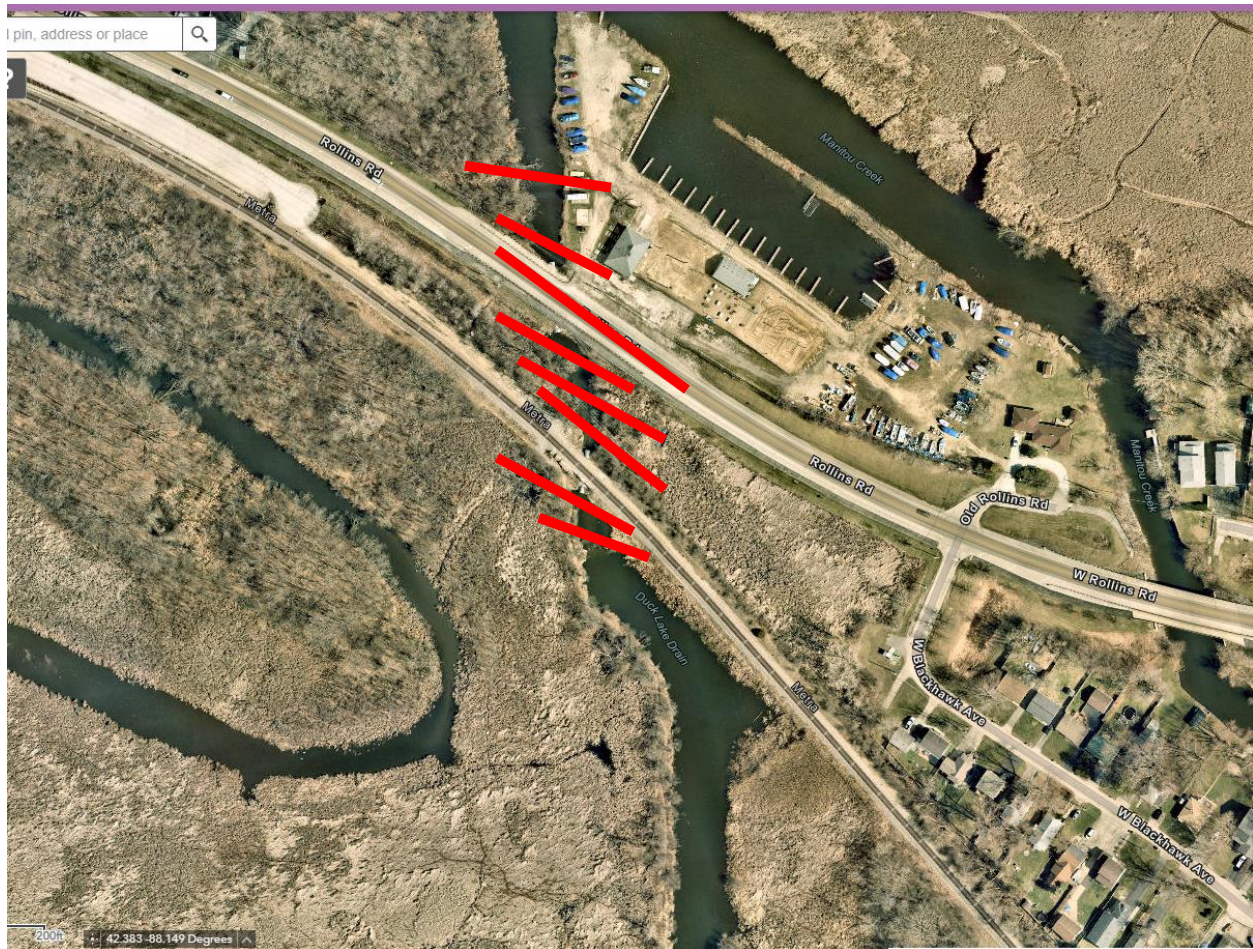
- Cross section 50-feet upstream of River Road
- Cross section at U/S face of River Road crossing (approx. 5' – 10' U/S)
- River Road culvert and centerline cross section
- Cross section between River Road and ped path crossing
- Ped path culvert and centerline cross section
- Cross section at D/S face of ped path crossing (approx.. 5' – 10' D/S)
- Cross section 50-feet downstream of ped path crossing





### Structure 765 – Rollins Road (Duck Lake Drain)– Illustration Below

- Cross section 50-feet upstream of Metra tracks
- Cross section at U/S face of Metra crossing (approx. 5' – 10' U/S)
- Metra culvert (no centerline cross section required)
- Cross section at D/S face of Metra crossing (approx. 5' – 10' D/S)
- Cross section between River Road and Metra crossing
- Cross section at U/S face of Rollins Road (approx. 5' – 10' U/S)
- Rollins Road culvert and centerline cross section
- Cross section at D/S face of Rollins Road crossing (approx.. 5' – 10' D/S)
- Cross section 100-feet downstream of Rollins Road





Structure 388 – Grass Lake Road (Sun Lake Drain)– Illustration Below

- Cross section 50' U/S of Grass Lake Road
- Cross section at U/S face of Grass Lake Road (approx. 5' – 10' U/S)
- Grass Lake Road culvert and centerline cross section
- Cross section at D/S face of Grass Lake crossing (approx.. 5' – 10' D/S)
- Cross section 100-feet downstream of Grass Lake Road



#### **Task 4 – Plats and Legals**

Reconnaissance: CBBEL will field recon project area in an attempt to discover sufficient right-of-way, property lines and Section \ Quarter line evidence within the project limits. Research will be performed at the Lake County Recorder's office. Current title commitments will be ordered for each property affected by the proposed easements for this project.

Parcel Surveys: CBBEL will field locate all property and section\ quarter line evidence discovered in the reconnaissance.

Parcel Calculations: CBBEL will compute the location of the existing property and Section \ Quarter lines along with the proposed easement lines for this project.

Drafting of the "Parcel Plats": CBBEL will compile all the information in a format suitable for submittal to and approval by LCDOT.

Prepare Written Legal Description: CBBEL will prepare written legal descriptions of all temporary easements suitable for submittal to and approval by LCDOT.

Proposed Right-of-Way Staking: CBBEL will set 5\8 x 24-inch iron rods (with survey caps) at all the corners of the right-of-way takes acquired and shown on the plat of highway drafted in Task 1.4.

#### **Task 5 – Wetland Delineation and Permitting**

Task 5.1 – Field Investigations and Letter Report: An investigation of the three project sites will be completed to identify the limits of wetlands and Waters of the United States present. The three Waters of the U.S./wetland delineations will be completed based on the methodology established by the U.S. Army Corps of Engineers. Also, during the site visits, wildlife and plant community qualities will be assessed. The limits of the wetland communities will be field staked so that they can be professionally surveyed by others in relation to the project coordinate system. We also will locate the delineated boundaries using a submeter accuracy handheld GPS unit.

The results of the three field investigations will be summarized in one letter report suitable for U.S. Army Corps of Engineers and Lake County permitting. The wetlands' generalized quality ratings, according to the Swink and Wilhelm Methodology (1994), will be included along with exhibits depicting the approximate wetland and project boundaries, National Wetland Inventory, Soil Survey, floodplain, USGS topography, site photographs and their locations, and the U.S. Army Corps of Engineers Routine On-Site Data Forms. If the delineations are field surveyed, they will be used as our base wetland boundary maps, otherwise we will use the best available aerial photographs.

Task 5.2 – Threatened and Endangered Species Coordination: Because the proposed improvements consist of three single and complete projects with three project engineering plan sets, threatened and endangered species coordination will be required for each project site separately.

CBBEL staff will submit the proposed project documentation to the Illinois Department of Natural Resources and coordinate review and approval of the projects under the EcoCAT



process for State of Illinois threatened and endangered species and make submittals to the U.S. Fish and Wildlife Service on-line portal to obtain project documentation regarding federal threatened and endangered species clearance.

Task 5.3 – US Army Corps of Engineers Nationwide Permit 14 Applications:

Because the proposed improvements consist of three single and complete projects with three project engineering plan sets, permitting will require the submittal of separate permit applications to the U.S. Army Corps of Engineers. Each of the permit applications will utilize the above-referenced Wetland Letter Report completed for all three project sites.

CBBEL Environmental Resources Staff will prepare three separate U.S. Army Corps of Engineers Permit Applications for Nationwide Permit 14 – Transportation Projects. This information will include the required exhibits, specifications, data and project information. This task may require meeting with the U.S. Army Corps of Engineers, Illinois Environmental Protection Agency, U.S. Fish and Wildlife Service, Illinois Department of Natural Resources, City and potentially other federal, state and local agencies to coordinate permitting activities. This information will also be compiled and assembled for placement in a permit application package to the Illinois Environmental Protection Agency, if necessary.

Please note that this proposal is based on submittal of Nationwide Permit 14 requests. The U.S. Army Corps of Engineers can take discretionary authority over any wetland impacts and require projects to be reviewed under a lengthy Individual Permit process. Although unlikely, a supplemental proposal will be required if the U.S. Army Corps of Engineers requires an Individual Permit for any of the project sites.

Task 5.4 – Lake County Wetland and Buffer Impact Permit Application: Because the proposed improvements consist of three single and complete projects with three project engineering plan sets, permitting will require the submittal of separate permit applications to the Lake County Stormwater Management Commission. Each of the permit applications will utilize the above-referenced Wetland Letter Report completed for all three project sites.

The required exhibits, specifications, data and project information will be compiled and assembled for inclusion in the Lake County Stormwater Management permit application package to the Lake County Stormwater Management Commission. We will coordinate development of the documents with you and other project team members. This task may require meeting with the Lake County Stormwater Management Commission.

Task 5.5 – Wetland Review Agency Coordination: If necessary, during the permit review processes, we expect to have to prepare responses to comments received during the U.S. Army Corps of Engineers and Lake County wetland impact review processes. We have budgeted for attendance at one meeting and include budget to cover the cost of submittal of two responses to comments for each permit application. If additional meetings, or responses to comments, are required they will be billed on a time and materials basis.

## **Task 6 – Potential Northern Long-Eared Bat Coordination:**

The U.S. Fish and Wildlife Service (USFWS) and the Illinois Department of Natural Resources (IDNR) are responsible for the protection of Northern Long-Eared Bats (NLEB) and their associated habitat. This task includes site visits to each project area to evaluate the areas for the potential presence of NELB individuals and habitat, preparation of a memorandum of findings and submittal of our findings to the applicable regulatory agencies to obtain threatened and endangered species closure with respect to this species. The site visits will include culverts 48" and greater and trees over 3" in diameter at breast height. This task does not include a NELB survey or mist-netting as could be required by the regulatory agencies. A supplemental proposal will be submitted if additional coordination or surveys are required.

## **Task 7 – Water Resources Services**

### **Structure 388 – Grass Lake Road (Sun Lake Drain)**

Task 1 – Existing Conditions Hydrologic and Hydraulic Analysis: In 2004, CBBEL worked with Lake County Stormwater Management Commission (SMC) to update HEC-1 hydrologic modeling and HEC-RAS hydraulic modeling of the Sequoit Creek Watershed, which included Sun Lake Drain and the existing CMP arch culvert crossing at Grass Lake Road. The HEC-1 hydrologic modeling utilized the rainfall depths that were effective at that time, which consisted of Bulletin 70 isohyetal rainfall depths.

The previously developed HEC-1 hydrologic modeling will be updated to reflect current rainfall data (Bulletin 75 sectional rainfall depths). The updated analysis will provide design flowrates for the various storm frequencies which will be used in the existing and proposed conditions HEC-RAS hydraulic analysis.

Once the hydrologic model is updated, we will update the previously developed unsteady HEC-RAS hydraulic model with the new survey data obtained for the Grass Lake Road crossing. The flowrates from the updated HEC-1 hydrologic model will also be input into the unsteady HEC-RAS hydraulic model which will provide updated flood profiles for the various storm frequencies.

Task 2 – Proposed Conditions Hydraulic Analysis: Using the updated existing conditions unsteady HEC-RAS hydraulic modeling developed in the previous task, CBBEL will update the geometry to reflect the proposed culvert under Grass Lake Road. We understand that the new structure is anticipated to be a replacement-in-kind (CMP with equivalent RCP) but other options may be included as the design advances. We will use the unsteady HEC-RAS hydraulic model to size the new structure and determine proposed conditions flood profiles for the study area. The results of this analysis will be used to permit the project through the various regulatory agencies.

Task 3 – IDNR-OWR Floodway Construction Permit (if necessary): Per the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM), the project site is located in a Zone A (unstudied) floodplain area with a drainage area larger than one square mile. The project is therefore under the jurisdiction of IDNR-OWR. The intention is to permit the project under IDNR-OWR Statewide Permit No. 12, which automatically authorizes culvert replacements that meet certain conditions. No formal permit submittal to IDNR-OWR would be necessary if the project meets the conditions of the statewide permit.

If the proposed project does not meet the conditions of the statewide permit, a Part 3700 Floodway Construction Permit from IDNR-OWR will be required for work in the unmapped floodway of Sun Lake Drain. CBBEL will compile the technical support package, including report narrative, hydrologic and hydraulic modeling, exhibits and engineering plans, and submit it to IDNR-OWR to request a Floodway Construction Permit. We expect review comments as part of the permitting process and time to prepare responses to these is included in the fee for this task. **It is assumed that the permit review fee will be paid separately by the client and is not included in the fee for this task.**

Task 4 – Lake County Watershed Development Permit: The proposed improvements will require a Watershed Development Permit from SMC. The required submittal, including calculations, model results, and exhibits, will be prepared and submitted to SMC for approval. We expect review comments as part of the permitting process and time to prepare responses to these is included in the fee for this task.

### **Culvert 716 (River Road)**

#### Task 1 – Existing Conditions Hydrologic Analysis

LCDOT intends to replace a 144-inch equivalent sized arched CMP conveying Tower Lake Drain under River Road in the Village of Lake Barrington. As shown on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM), Tower Lake Drain contains mapped floodplain and regulatory floodway at this location. According to the FEMA Flood Insurance Study, there is approximately 4.4 square miles of tributary area to the culvert crossing with a 100-year peak flowrate of 118 cfs. This effective regulatory analysis was completed in 1979, using lower rainfall values effective at that time. CBBEL will request the regulatory TR-20 hydrologic model and WSP2 hydraulic model from FEMA and the Illinois State Water Survey (ISWS). The TR-20 hydrologic model will be updated with current ISWS Bulletin 75 rainfall values to obtain current design flowrates at the culvert crossing. A United States Geological Survey (USGS) StreamStats analysis will also be used to compare updated flowrates to ensure adequate conveyance capacity for the proposed culvert.

The regulatory WSP2 model will be converted to HEC-RAS and truncated to an area upstream and downstream of the subject culvert. The model will be updated as necessary with supplemental Lake County 1-foot topography and site-specific field survey. The HEC-RAS model will be used to analyze the culvert with regulatory flowrates, USGS StreamStats flowrates, and/or flowrates from the revised hydrologic model with current rainfall values determined in Task 1.

#### Task 2 – Proposed Conditions Hydraulic Analysis

Using the updated existing conditions HEC-RAS hydraulic model developed in the previous task, CBBEL will update the geometry to reflect the proposed culvert under River Road. Based on the installation of the previous culvert in 2002, poor soils were reported at this location and a new culvert geometry may be required to span the area with poor soils. We will use the HEC-RAS hydraulic model to size the new structure and determine proposed conditions flood profiles for the study area. The results of this analysis will be used to permit the project through the various regulatory agencies.

### Task 3 – IDNR Floodway Construction Permit & LCSMC Watershed Development Permit

CBBEL will submit a Floodway Construction Permit delegation request to the Illinois Department of Natural Resources – Office of Water Resources (IDNR-OWR) to delegate permit authority to Lake County Stormwater Management Commission (SMC). CBBEL will prepare a report submittal describing existing and proposed hydraulic analyses complying with IDNR Part 3708 Rules authorizing Floodway Construction in Northeastern Illinois. The proposed improvements also require a Watershed Development Permit from SMC. The required submittal, including calculations, model results, and exhibits, will be prepared and submitted to SMC for approval. We expect review comments as part of the permitting process and time to prepare responses to these is included in the fee for this task.

### **Structure 765 – Rollins Road (Duck Lake Drain)**

Task 1 – Existing Conditions Hydrologic and Hydraulic Analysis: In 2005, Lake County Stormwater Management Commission (SMC) developed a watershed study for Fish Lake Drain, which included HEC-1 hydrologic modeling and HEC-RAS hydraulic modeling of the lakes and waterways within the watershed. The downstream extent of the hydrologic analysis was the northern (downstream) side of Rollins Road. The HEC-1 hydrologic modeling utilized the rainfall depths that were effective at that time, which consisted of Bulletin 70 isohyetal rainfall depths.

The previously developed HEC-1 hydrologic modeling will be updated to reflect current rainfall data (Bulletin 75 sectional rainfall depths). The updated analysis will provide design flowrates for the various storm frequencies which will be used in the existing and proposed conditions HEC-RAS hydraulic analysis.

Once the hydrologic model is updated, we will extend the previously developed HEC-RAS hydraulic model through the project site using new survey data for the Duck Lake Drain cross-sections and Rollins Road culvert. The downstream extent of the 2005 hydraulic modeling is approximately 1,000 ft upstream of Duck Lake, which will be extended northward through the project corridor. The flowrates from the updated HEC-1 hydrologic model will also be input into the HEC-RAS hydraulic model which will provide updated flood profiles for the various storm frequencies.

Task 2 – Proposed Conditions Hydraulic Analysis: Using the existing conditions HEC-RAS hydraulic modeling developed in the previous task, CBBEL will update the geometry to reflect the proposed culvert under Rollins Road. We understand that potential options for the new structure may include a box culvert, bridge, or three-sided (CON/SPAN) structure. We will use the HEC-RAS hydraulic model to size the new structure and determine proposed conditions flood profiles for the study area. The results of this analysis will be used to permit the project through the various regulatory agencies.

Task 3 – Illinois Department of Natural Resources – Office of Water Resources (IDNR-OWR) Floodway Construction Permit (if necessary): Per the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM), the project site is located in a Zone AE (studied) floodplain area with no floodway defined and a drainage area larger than one square mile. The project is therefore under the jurisdiction of IDNR-OWR. The intention is to permit the project under IDNR-OWR Statewide Permit No. 12, which automatically authorizes culvert

replacements that meet certain conditions. No formal permit submittal to IDNR-OWR would be necessary if the project meets the conditions of the statewide permit.

If the proposed project does not meet the conditions of the statewide permit, a Part 3700 Floodway Construction Permit from IDNR-OWR will be required for work in the unmapped floodway of Duck Lake Drain. CBBEL will compile the technical support package, including report narrative, hydrologic and hydraulic modeling, exhibits and engineering plans, and submit it to IDNR-OWR to request a Floodway Construction Permit. We expect review comments as part of the permitting process and time to prepare responses to these is included in the fee for this task. **It is assumed that the permit review fee will be paid separately by the client and is not included in the fee for this task.**

Task 4 – Lake County Watershed Development Permit: The proposed improvements will require a Watershed Development Permit from SMC. The required submittal, including calculations, model results, and exhibits, will be prepared and submitted to SMC for approval. We expect review comments as part of the permitting process and time to prepare responses to these is included in the fee for this task.

### **Task 8 – Structures**

Technical Memorandum/Replacement Study: CBBEL will investigate various replacement options for the existing structures. Due to poor soil conditions in the area, these will likely include a pile supported culvert option and a single span bridge with pile supported abutments. Another option will be to line the culverts, specifically the Grass Lake Road culvert as it was installed in 2012. CBBEL will work closely with our geotechnical subconsultant to evaluate all options. Additionally, our structural group will coordinate closely with our water resources group and environmental group to size the structure and minimize environmental impacts. A technical memorandum will be compiled outlining our assumptions for each alternate. The memo will discuss the pros and cons of each alternate and will include costs and our final recommendation for the proposed structure replacement.

Abbreviated Culvert Condition Report and Type Size and Location Drawings: CBBEL will prepare and submit an abbreviated culvert condition report and Type, Size and Location drawings to IDOT for their review and approval. This work will be completed in accordance with County and IDOT requirements.

Structural Plans, Specifications and Estimate: Based on the recommendations outlined in the Replacement Study, CBBEL will prepare plans, specifications and a cost estimate for the structure replacement. For this task, CBBEL is assuming that a single span bridge on pile supported abutments will be selected. Based on this, we anticipate the following sheets will be required:

- General Plan and Elevation
- General Notes / Bill of Materials
- Top of Deck Elevations
- Top of Approach Slab Elevations
- Deck Plan and Cross Section
- Superstructure Details
- Bridge Approach Slab Details (2 sheets)

- Railing Details
- Framing Plan
- Miscellaneous Details
- Abutment Plan, Elevation and Section
- Wingwall Section and Details
- Boring Logs

The structure will be designed in accordance with the latest AASHTO LRFD Bridge Design Specifications, and the plans will be prepared in accordance with current IDOT standards. Standard IDOT coded pay items will be used whenever possible. When necessary, CBBEL will prepare project-specific special provisions. A detailed cost estimate will also be prepared for each submittal. Review comments will be promptly addressed in writing and incorporated into the project documents. CBBEL anticipated three meetings with the client through the course of the design development.

### **Task 9 – Preliminary Plans, Special Provisions and Cost Estimate (60%)**

CBBEL will prepare preliminary plans and an estimate of construction cost for each of the three locations. The plans and specifications will be prepared according to the requirements of the LCDOT Plan Preparation Guidelines.

The following drawings will be provided for each of the three projects for preliminary review:

1 Sheet	Cover Sheet <ul style="list-style-type: none"> <li>▪ LCDOT format</li> <li>▪ Index of sheets</li> <li>▪ List of applicable LCDOT and State Highway Standards</li> <li>▪ Project location map</li> </ul>
1 Sheet	General Notes <ul style="list-style-type: none"> <li>▪ LCDOT base notes</li> <li>▪ Notes needed to clarify project's intent</li> <li>▪ Commitments</li> <li>▪ Utility Company and Village points of contact</li> </ul>
1 Sheet	Summary of Quantities
1 Sheet	Typical Sections <ul style="list-style-type: none"> <li>▪ Covers mainline roadway</li> <li>▪ Extend from ROW to ROW</li> </ul>
2 Sheets	Schedules of Quantities (Submitted during Pre-Final) <ul style="list-style-type: none"> <li>▪ Schedules for all pay items will be included, with the exception of lump sum and contingency items</li> <li>▪ Schedules will follow standard LCDOT sheet layout</li> </ul>
1 Sheet	Alignment, Ties and Benchmarks (1"=50' double plan sheets) <ul style="list-style-type: none"> <li>▪ Provides centerline alignment, horizontal and vertical control for the project</li> <li>▪ Provides ties for the centerline alignment and control points.</li> </ul>

1 Sheets	<p>Existing Conditions and Removal Plans (1"=20' double plan sheets)</p> <ul style="list-style-type: none"> <li>▪ Will show property lines, PIN, property owners, commercial and private entrances</li> <li>▪ Existing edges of pavement, medians, C&amp;G, shoulders, driveways, roadway lighting, signing, signals, guardrails, structures, etc.</li> <li>▪ All existing storm sewers, across road culverts, manholes, catch basins, inlets, headwalls, ditches, pump stations, etc.</li> <li>▪ All known utilities plotted as accurately as possible including horizontal and vertical locations</li> <li>▪ Identification, sizes and appurtenances on existing topography, proposed geometry, existing drainage, proposed drainage</li> </ul>
1 Sheet	<p>Roadway Plan and Profile Sheets (1"=20' horizontal, 1"=2' vertical)</p> <ul style="list-style-type: none"> <li>▪ Proposed plan (top view), profile (bottom view) for roadway widening or ditch profile re-grading</li> <li>▪ Existing edges of pavement, medians, C&amp;G, shoulders, driveways, lighting, signing, signals, guardrails, structures, etc</li> <li>▪ All known utilities plotted as accurately as possible including horizontal and vertical locations</li> <li>▪ Horizontal alignments</li> <li>▪ Vertical alignments for ditches where applicable</li> <li>▪ Station and offset callouts to proposed elements.</li> <li>▪ Edges of pavement, C&amp;G, medians, driveways, sidewalks, etc.</li> <li>▪ Proposed drainage structures, culverts and drainage schedules</li> <li>▪ Pavement marking and landscaping</li> </ul>
3 Sheets	<p>Traffic Control Plan (1"=50')</p> <ul style="list-style-type: none"> <li>▪ LCDOT TCP General Notes including a list of applicable IDOT and LCDOT standards</li> <li>▪ Traffic control plan with speed limit, advanced warning signs, etc.</li> <li>▪ Detour Route</li> </ul>
1 Sheet	<p>Erosion and Sediment Control Plans and Details (1"=50')</p> <ul style="list-style-type: none"> <li>▪ LCDOT ECP General Notes sheet with disturbed area, drainage basin map, notes, etc.</li> <li>▪ Erosion control features, limits of construction, and existing contours (from topographic survey or GIS County Contours)</li> <li>▪ Erosion control details</li> </ul>
3 Sheets	<p>Construction Details (project specific)</p>
3 Sheets	<p>Cross-Sections</p> <ul style="list-style-type: none"> <li>▪ At a scale of 1" = 5'-0" horizontal and vertical</li> <li>▪ At 50' intervals on even stations at ditch regrading locations, pavement widening, or curb and gutter construction</li> <li>▪ At all driveways with culvert replacements</li> <li>▪ At all roadway culverts</li> </ul>

- All known utilities plotted and proposed ditching sufficiently complete to allow identification of utility conflicts
- Existing topography within the within the construction limits including trees, bushes, landscape areas and other vegetation boundaries; wetland, water and flood plain boundaries; above and below ground utilities; point and longitudinal items e.g. signs; fences; pillars etc., and any other appurtenances. Point items shall be shown on the nearest cross section.

5 Sheets      LCDOT Standards (Submitted during Pre-Final)

5 Sheets      IDOT D1 Standards (Submitted during Pre-Final)

5 Sheets      IDOT Standards (Submitted during Pre-Final)

**34 Sheets      Total**

Preliminary special provisions (LCDOT, CBBEL, a list of applicable LCDOT/IDOT Standards, and an estimate of construction cost will be submitted along with the preliminary plans to LCDOT for review.

#### **Task 10 – Pre-Final Plans, Special Provisions and Cost Estimate (95%)**

The preliminary plans will be revised based on comments received from LCDOT and permitting agencies, and coordination with utility companies. CBBEL will write a separate disposition of comments to address reviewing agency's preliminary comments. The cost estimate will include breakout costs for local participation.

The following plan sheets and specifications will be added for the pre-final submittal:

#### **Plans**

- 5 Sheets – LCDOT Standards
- 5 Sheets – IDOT D1 Standards
- 5 Sheets – IDOT Standards

#### **Specifications:**

- Front end specs (Local Public Agency Formal Contract Proposal, Affidavit of Availability, etc)
- D-1 special provisions, BDE special provisions, Local Roads Special Provisions
- SWPPP
- Updated Cost Estimate
- Estimate of Time

#### **Task 11 – Final Plans, Special Provisions and Cost Estimate (100%)**

CBBEL will finalize the contract documents based on the pre-final review and current standards and pay items. CBBEL will submit an initial final submittal for LCDOT to review and a bid document submittal with any remaining comments addressed. The requested number of copies of plans and specifications will be submitted to LCDOT. A final estimate of construction cost and estimate of required working days will also be submitted.



### **Task 12 – Phase III Support**

CBBEL will aid LCDOT during the bid process. CBBEL will address questions from bidders and, if necessary, will compile an addendum to be issued to bidders. In addition, CBBEL will provide shop drawing review for LCDOT during construction and will clarify design intent to the RE if questions arise.

CBBEL will prepare exhibits for and attend the Phase III Kickoff Public Meeting as discussed under Task 1 – Meetings and Coordination.

### **Task 13 – QA/QC**

The CBBEL QA/QC plan emphasizes an integrated project development process, with a guiding principle to ensure cost effective and practical infrastructure management that advocates a safe, constructible, and cost-effective design solution that minimizes change orders and schedule delays.

The QA/QC Manager will perform a comprehensive evaluation of the following items throughout the design process.

- Scoping/field checks
- Submittals
- Design calculations
- Computer inputs/outputs
- Documentation of decisions and directives
- Pay items and quantity calculations
- Project records
- Compliance statements
- Pre-Final and Final Plan format and content

The Project Manager manages the overall project quality control's process and, through the QA/QC Manager, assigns qualified senior quality reviewers for pending deliverables as required.

### **Task 14 – Project Management & Administration**

This task will include overall project administration and work force planning/allocation.

This task also includes development of monthly progress reports which will be submitted to LCDOT each month in conjunction with the submittal of project invoices.

### **Task 15 – Land Acquisition Services**

CBBEL will use Santacruz Associates to perform land acquisition services for the project. These services will include appraisals and negotiation services for the project. The timing of this work will be discussed at the Local Agency Kickoff Meeting.

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

It is anticipated that some changes to the plans will come out of the land acquisition negotiation process. CBBEL will provide support during the land acquisition process including revisions to the construction documents and meetings with property owners as needed.

It is assumed that six parcels will require temporary easements for grading and/or culvert construction. CBBEL will design culverts and ditches to avoid land acquisition altogether if possible. See Santacruz Associates' proposal below.

**STAFF HOUR BREAKDOWN (SECTION 24-00999-02-DR)**  
**LAKE COUNTY DIVISION OF TRANSPORTATION**  
**CULVERT REPLACEMENT 2026 (CULVERTS 388, 716, 765) - PHASE II ENGINEERING**

		Total	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer I/II	Survey V	Survey IV	Survey III	Survey II	Survey I	CAD Manager	CAD II	Environmental Resource Specialist V	Environmental Resource Specialist IV	Environmental Resource Technician
<b>1.</b>	<b>Meetings and Coordination</b>																
	Meetings and Coordination																
	Prepare Agenda, Exhibits, etc & Attend Kick-off Meeting with County	12		4	8												
	Coordination with LCDOT / LCPW	32		8	24												
	Prepare for and Meet with LCDOT (assume 8 meetings x 4 hrs/meeting x 2 persons/meeting)	48		16	32												
	Coordination with Subconsultants (Santacruz Land Acquisition, Gaspares Elberts, and Testing Service Corporation)	24			24												
	LCSMC pre-application meeting	12		4		8											
	Site Visits and Plan-in-Hand Review (2 Visits)	32		16	16												
	Pre-Construction Meetings (3)	12			12												
	<b>Task Total:</b>	<b>172</b>	<b>0</b>	<b>48</b>	<b>116</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>2.</b>	<b>Utility Coordination</b>																
	Utility Coordination																
	Pre-Final PS&E Utility Coordination Letters	12			4		8										
	Utility Conflict Analysis	12			12												
	Final PS&E Utility Outreach Letters	8			4		4										
	Follow Up with Utilities (E-Mails, Phone Calls, Field Meetings)	12			12												
	Utility Relocation Plan Reviews	16		4	12												
	<b>Task Total:</b>	<b>60</b>	<b>0</b>	<b>4</b>	<b>44</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**STAFF HOUR BREAKDOWN (SECTION 24-00999-02-DR)**  
**LAKE COUNTY DIVISION OF TRANSPORTATION**  
**CULVERT REPLACEMENT 2026 (CULVERTS 388, 716, 765) - PHASE II ENGINEERING**

		Total	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer I/II	Survey V	Survey IV	Survey III	Survey II	Survey I	CAD Manager	CAD II	Environmental Resource Specialist V	Environmental Resource Specialist IV	Environmental Resource Technician
<b>3.</b>	<b>Topographic Survey</b>																
	Topographic Survey																
	River Road (Culvert 716)	124		2				2	4	12	40	40	24				
	Rollins Road (Culvert 765)	124		2				2	4	12	40	40	24				
	Grass Lake Road (Culvert 388)	112		2				2	4	8	40	40	16				
	JULIE Utility Coordination	23						1		2	8	8	4				
	Supplemental Topographic Survey	18		2						16							
	<b>Task Total:</b>	<b>401</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7</b>	<b>12</b>	<b>50</b>	<b>128</b>	<b>128</b>	<b>68</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>4.</b>	<b>Plats and Legals</b>																
	Plat of Highways and Legal Descriptions																
	Field Survey, Right-of-Way Research, Legal Descriptions, Calculations and Drafting of Plats for 6 Parcels	220		4				4	50	6	60	60	36				
	<b>Task Total:</b>	<b>220</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>50</b>	<b>6</b>	<b>60</b>	<b>60</b>	<b>36</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**STAFF HOUR BREAKDOWN (SECTION 24-00999-02-DR)**  
**LAKE COUNTY DIVISION OF TRANSPORTATION**  
**CULVERT REPLACEMENT 2026 (CULVERTS 388, 716, 765) - PHASE II ENGINEERING**

		Total	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer I/II	Survey V	Survey IV	Survey III	Survey II	Survey I	CAD Manager	CAD II	Environmental Resource Specialist V	Environmental Resource Specialist IV	Environmental Resource Technician
<b>5.</b>	<b>Wetland Delineation and Permitting</b>																
	Wetland Delineation and Permitting																
	Field Investigations and Letter Report	74													46	28	
	Threatened and Endangered Species Coordination	18													18		
	US Army Corps of Engineers Nationwide Permit 14 Applications	91													66	25	
	Lake County Wetland and Buffer Impact Permit Application	40													40		
	Wetland Review Agency Coordination	48													48		
	Task Total:	271	0	0	0	0	0	0	0	0	0	0	0	0	218	53	0
<b>6.</b>	<b>Potential Northern Long-Eared Bat Coordination</b>																
	Potential Northern Long-Eared Bat Coordination																
	Site Visits to Each of the Three Locations to Evaluate the Areas for the Potential Presence of NELB Individuals and Habitat, Preparation of a Memorandum of Findings	32													24		8
	Task Total:	32	0	0	0	0	0	0	0	0	0	0	0	0	24	0	8

**STAFF HOUR BREAKDOWN (SECTION 24-00999-02-DR)**  
**LAKE COUNTY DIVISION OF TRANSPORTATION**  
**CULVERT REPLACEMENT 2026 (CULVERTS 388, 716, 765) - PHASE II ENGINEERING**

		Total	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer I/II	Survey V	Survey IV	Survey III	Survey II	Survey I	CAD Manager	CAD II	Environmental Resource Specialist V	Environmental Resource Specialist IV	Environmental Resource Technician
<b>7. Water Resources Services</b>																	
	<b>LCSMC Stormwater Calculations and Permit Subtotal:</b>	180	6	10	28	0	136	0	0	0	0	0	0	0	0	0	0
	<b>Culvert 765 - Rollins Road (Duck Lake Drain)</b>	0															
	Existing Conditions Hydrologic & Hydraulic Analysis	90	2	4	12		72										
	Proposed Conditions Hydrologic & Hydraulic Analysis	38	4	2	8		24										
	IDNR-OWR Floodway Construction Permit (If necessary)	22		2	4		16										
	Lake County Watershed Development Permit	30		2	4		24										
	<b>LCSMC Stormwater Calculations and Permit Subtotal:</b>	152	6	10	20	0	116	0	0	0	0	0	0	0	0	0	0
	<b>Culvert 388 - Grass Lake Road (Sun Lake Drain)</b>	0															
	Existing Conditions Hydrologic & Hydraulic Analysis	74	2	4	8		60										
	Proposed Conditions Hydrologic & Hydraulic Analysis	26	4	2	4		16										
	IDNR-OWR Floodway Construction Permit (If necessary)	22		2	4		16										
	Lake County Watershed Development Permit	30		2	4		24										
	<b>LCSMC Stormwater Calculations and Permit Subtotal:</b>	150	6	0	28	0	116	0	0	0	0	0	0	0	0	0	0
	<b>Culvert 716 - River Road</b>	0															
	Existing Conditions Hydrologic & Hydraulic Analysis	76	4		12		60										
	Proposed Conditions Hydraulic Analysis	42	2		8		32										
	IDNR Floodway Construction Permit & LCSMC Watershed Development Permit	32			8		24										
	<b>Task Total:</b>	<b>482</b>	<b>18</b>	<b>20</b>	<b>76</b>	<b>0</b>	<b>368</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**STAFF HOUR BREAKDOWN (SECTION 24-00999-02-DR)**  
**LAKE COUNTY DIVISION OF TRANSPORTATION**  
**CULVERT REPLACEMENT 2026 (CULVERTS 388, 716, 765) - PHASE II ENGINEERING**

		Total	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer I/II	Survey V	Survey IV	Survey III	Survey II	Survey I	CAD Manager	CAD II	Environmental Resource Specialist V	Environmental Resource Specialist IV	Environmental Resource Technician
<b>8. Structures</b>																	
	<b>Technical Memorandum/Replacement Study Subtotal:</b>	120	0	56	48	0	16	0	0	0	0	0	0	0	0	0	0
	Investigate Various Replacement Options for Three Culverts	88		40	40		8										
	Develop Technical Memorandum with Costs & Recommendations	32		16	8		8										
	<b>Abbreviated BCR and TSL for Replacement of Culverts with Bridges Subtotal:</b>	240	0	48	96	0	0	0	0	0	0	0	0	96	0	0	0
	Structure 388 (Grass Lake Road)	80		16	32									32			
	Structure 716 (River Road)	80		16	32									32			
	Structure 765 (Rollins Road)	80		16	32									32			
	<b>Plans for Replacement of Culverts with Bridges Subtotal:</b>	930	0	162	384	0	0	0	0	0	0	0	0	384	0	0	0
	Structure 388 (Grass Lake Road)	310		54	128									128			
	Structure 716 (River Road)	310		54	128									128			
	Structure 765 (Rollins Road)	310		54	128									128			
	<b>Task Total:</b>	<b>1290</b>	<b>0</b>	<b>266</b>	<b>528</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>480</b>	<b>0</b>	<b>0</b>	<b>0</b>

**STAFF HOUR BREAKDOWN (SECTION 24-00999-02-DR)**  
**LAKE COUNTY DIVISION OF TRANSPORTATION**  
**CULVERT REPLACEMENT 2026 (CULVERTS 388, 716, 765) - PHASE II ENGINEERING**

		Total	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer I/II	Survey V	Survey IV	Survey III	Survey II	Survey I	CAD Manager	CAD II	Environmental Resource Specialist V	Environmental Resource Specialist IV	Environmental Resource Technician
9.	<b>Preliminary Plans, Specs, and Cost Estimate (60%)</b>																
	Hours Below are the Totals for 3 Separate Sets of Plans	Subtotal:	324	0	47	18	148	111	0	0	0	0	0	0	0	0	0
	<b>Sheet Name</b>	<b># Sheets</b>															
	Cover Sheet	3	8	2			6										
	General Notes	3	9	3			6										
	Summary of Quantities	3	18	6			12										
	Typical Sections (1 Existing and 1 Proposed per Plan Set)	3	36	3		18	15										
	Schedule of Quantities (Submitted with Pre-Final)	0	0														
	Alignment, Ties and Benchmarks (1"=50')	3	13	1		12											
	Existing Conditions and Removal Plan (1"=20')	3	36	6		24	6										
	Roadway Plan and Profile (1"=20')	3	60	12		24	24										
	Traffic Control General Notes	3	9	3		6											
	Traffic Control Plans (1"=50')	3	36	6		18	12										
	Erosion Control General Notes	3	6	2			4										
	Erosion Control Plans (1"=20')	3	24			12	12										
	Erosion Control Details	6	12			4	8										
	Construction Details	3	12			6	6										
	Cross Sections (2 Sheets/Plan Set)	6	24			24											
	LCDOT Standard Detail Sheets (Submitted with Pre-Final)	0	0														
	IDOT District 1 Standard Detail Sheets (With Pre-Final)	0	0														
	IDOT Standard Detail Sheets (Submitted with Pre-Final)	0	0														
	Barrier Warrant Analysis (Guardrail at Culverts)		21	3	18												



**STAFF HOUR BREAKDOWN (SECTION 24-00999-02-DR)**  
**LAKE COUNTY DIVISION OF TRANSPORTATION**  
**CULVERT REPLACEMENT 2026 (CULVERTS 388, 716, 765) - PHASE II ENGINEERING**

		Total	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer I/II	Survey V	Survey IV	Survey III	Survey II	Survey I	CAD Manager	CAD II	Environmental Resource Specialist V	Environmental Resource Specialist IV	Environmental Resource Technician
	<b>Quantities</b>	<b>Subtotal:</b>	80	0	6	4	34	36	0	0	0	0	0	0	0	0	0
	Roadway		60		6		18	36									
	Earthwork / Non-Special Waste Determination		20			4	16										
	<b>Special Provisions &amp; Cost Estimates</b>	<b>Subtotal:</b>	88	0	72	4	12	0	0	0	0	0	0	0	0	0	0
	Special Provisions (D-1, BDE, LCDOT, CBBEL)		72		72												
	Estimate of Cost		12			3	9										
	Estimate of Time		4			1	3										
	<b>Task Total:</b>	<b>492</b>	<b>0</b>	<b>125</b>	<b>26</b>	<b>194</b>	<b>147</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>10. Pre-Final Plans, Specs, and Cost Estimate (95%)</b>																	
	<b>Plans</b>	<b>Subtotal:</b>	164	0	15	54	0	95	0	0	0	0	0	0	0	0	0
	<b>Sheet Name</b>	<b># Sheets</b>															
	LCDOT Standard Detail Sheets	20	8			4		4									
	IDOT District 1 Standard Detail Sheets	5	3			1		2									
	IDOT Standard Detail Sheets	15	6			1		5									
	Schedules of Quantities	6	39		3			36									
	Address comments from LCDOT (from Preliminary Submittal)		84		12	24		48									
	Comment Response Form		24			24		0									

**STAFF HOUR BREAKDOWN (SECTION 24-00999-02-DR)**  
**LAKE COUNTY DIVISION OF TRANSPORTATION**  
**CULVERT REPLACEMENT 2026 (CULVERTS 388, 716, 765) - PHASE II ENGINEERING**

		Total	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer I/II	Survey V	Survey IV	Survey III	Survey II	Survey I	CAD Manager	CAD II	Environmental Resource Specialist V	Environmental Resource Specialist IV	Environmental Resource Technician
	<b>Special Provisions &amp; Cost Estimates Subtotal:</b>	120	0	0	72	0	0	0	0	0	0	0	0	0	48	0	0
	Front End Specs	40			40												
	Update Base Special Provisions (D-1, BDE, LCDOT, CBBEL)	8			8												
	Update Estimate of Cost	6			6												
	Estimate of Time	6			6												
	Compile Permits	12			12												
	SWPPP (BDE 2342)	48													48		
	<b>Task Total:</b>	<b>284</b>	<b>0</b>	<b>15</b>	<b>126</b>	<b>0</b>	<b>95</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>48</b>	<b>0</b>	<b>0</b>
<b>11.</b>	<b>Final Plans, Specs, and Cost Estimate (100%)</b>																
	<b>Final PS&amp;E</b>																
	Address comments from LCDOT	100		4	32		64										
	Comment Response Form	24			24												
	Update Schedules	48			8		40										
	Update Cost Estimate	4			4												
	Update Specs	24			24												
	Compile Submittal (Initial Final Submittal and Bid Documents)	40			40												
	<b>Task Total:</b>	<b>240</b>	<b>0</b>	<b>4</b>	<b>132</b>	<b>0</b>	<b>104</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**STAFF HOUR BREAKDOWN (SECTION 24-00999-02-DR)**  
**LAKE COUNTY DIVISION OF TRANSPORTATION**  
**CULVERT REPLACEMENT 2026 (CULVERTS 388, 716, 765) - PHASE II ENGINEERING**

		Total	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer I/II	Survey V	Survey IV	Survey III	Survey II	Survey I	CAD Manager	CAD II	Environmental Resource Specialist V	Environmental Resource Specialist IV	Environmental Resource Technician
<b>12.</b>	<b>Phase III Support</b>																
	<b>Phase III Support Subtotal:</b>																
	Respond to RFI's	18		2	16												
	Utility Relocation Reviews	18		2	16												
	Construction Revisions	44		4	40												
	<b>Task Total:</b>	<b>80</b>	<b>0</b>	<b>8</b>	<b>72</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>13.</b>	<b>QA/QC</b>																
	<b>QA/QC Subtotal:</b>																
	Roadway Plans	36	12	24													
	Bid Documents Submittal (All Disciplines)	36	12	24													
	<b>Task Total:</b>	<b>72</b>	<b>24</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**STAFF HOUR BREAKDOWN (SECTION 24-00999-02-DR)**  
**LAKE COUNTY DIVISION OF TRANSPORTATION**  
**CULVERT REPLACEMENT 2026 (CULVERTS 388, 716, 765) - PHASE II ENGINEERING**

		Total	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer I/II	Survey V	Survey IV	Survey III	Survey II	Survey I	CAD Manager	CAD II	Environmental Resource Specialist V	Environmental Resource Specialist IV	Environmental Resource Technician
<b>14.</b>	<b>Project Management &amp; Administration</b>																
	<b>Project Management &amp; Administration Subtotal:</b>																
	Project Administration	40	8	32													
	Project Management	40	8	32													
	Invoice Preparation (24 Invoices x 1 Hr/Invoice)	24		24													
	Work Plan	16		16													
	Project Startup	8		8													
	<b>Task Total:</b>	<b>128</b>	<b>16</b>	<b>112</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL HRS</b>		<b>4224</b>	<b>58</b>	<b>662</b>	<b>1120</b>	<b>202</b>	<b>742</b>	<b>11</b>	<b>62</b>	<b>56</b>	<b>188</b>	<b>188</b>	<b>104</b>	<b>480</b>	<b>290</b>	<b>53</b>	<b>8</b>



<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
Lake County Division of Transportation	Lake	24-00999-02-DR
<b>Prime Consultant (Firm) Name</b>	<b>Prepared By</b>	<b>Date</b>
Christopher B. Burke Engineering, Ltd.	Steve Sugg	12/17/2024
<b>Consultant / Subconsultant Name</b>	<b>Job Number</b>	
Christopher B. Burke Engineering, Ltd.		

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

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PAYROLL ESCALATION TABLE

CONTRACT TERM	14	MONTHS	OVERHEAD RATE	132.88%
START DATE	2/15/2025		COMPLEXITY FACTOR	
RAISE DATE	3/1/2025		% OF RAISE	2.00%
END DATE	4/14/2026			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	2/15/2025	3/1/2025	0	0.00%
1	3/2/2025	3/1/2026	12	87.43%
2	3/2/2026	5/1/2026	2	14.86%

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
Lake County Division of Transportation	Lake	24-00999-02-DR
<b>Consultant / Subconsultant Name</b>		<b>Job Number</b>
Christopher B. Burke Engineering, Ltd.		

## PAYROLL RATES

### EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

<b>MAXIMUM PAYROLL RATE</b>	<b>86.00</b>
<b>ESCALATION FACTOR</b>	<b>2.29%</b>

<b>CLASSIFICATION</b>	<b>IDOT PAYROLL RATES ON FILE</b>	<b>CALCULATED RATE</b>
Engineer VI	\$82.63	\$84.52
Engineer V	\$72.59	\$74.25
Engineer IV	\$59.41	\$60.77
Engineer III	\$46.80	\$47.87
Engineer I/II	\$36.22	\$37.05
Survey V	\$85.04	\$86.00
Survey IV	\$76.25	\$78.00
Survey III	\$66.63	\$68.16
Survey II	\$54.50	\$55.75
Survey I	\$38.75	\$39.64
Engineering Technician V	\$68.90	\$70.48
Engineering Technician IV	\$64.03	\$65.50
Engineering Technician III	\$42.86	\$43.84
Engineering Technician I/II	\$30.00	\$30.69
CAD Manager	\$70.83	\$72.45
CAD Technician II	\$53.29	\$54.51
GIS Specialist III	\$58.00	\$59.33
Landscape Architect	\$65.00	\$66.49
Landscape Designer III	\$40.50	\$41.43
Environmental Resource Specialist V	\$76.01	\$77.75
Environmental Resource Specialist IV	\$60.78	\$62.17
Environmental Resource Specialist III	\$52.75	\$53.96
Environmental Resource Specialist I/II	\$30.92	\$31.63
Environmental Resource Technician	\$45.30	\$46.34
Engineering Intern	\$18.88	\$19.31
Business Operations Department	\$57.69	\$59.01

**Local Public Agency**

Lake County Division of Transportation

**County**

Lake

**Section Number**

24-00999-02-DR

**Consultant / Subconsultant Name**

Christopher B. Burke Engineering, Ltd.

**Job Number****DIRECT COSTS WORKSHEET**

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.

**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	500	\$0.66	\$327.50
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Title Reports (4 Parcels)	Actual Cost	6	\$700.00	\$4,200.00
Copies of Record Documents	Actual Cost			\$0.00
				\$0.00
				\$0.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$4,527.50</b>

## Local Public Agency

Lake County Division of Transportation

## County

Lake

## Section Number

24-00999-02-DR

## Consultant / Subconsultant Name

Christopher B. Burke Engineering, Ltd.

## Job Number

## COST ESTIMATE WORKSHEET

## EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 132.88%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Meetings and Coordination		172	10,997	14,612	3,629		29,238	3.65%
Utility Coordination		60	3,416	4,539	1,127		9,082	1.13%
Topographic Survey		401	22,676	30,132	7,483		60,291	7.53%
Plats and Legals		220	13,281	17,648	4,383		35,312	4.41%
Wetland Delineation and Permitting		271	20,245	26,902	6,681		53,828	6.72%
Potential North Long-Eared Bat Coord		32	2,237	2,972	738		5,947	0.74%
Water Resources Services		482	21,259	28,250	7,016		56,525	7.06%
Structures		1290	78,597	104,439	25,937		208,973	26.09%
Preliminary PS&E (60%)		492	25,595	34,011	8,446		68,052	8.50%
Pre-Final PS&E (95%)		284	16,023	21,291	5,288		42,602	5.32%
Final PS&E (100%)		240	12,172	16,174	4,017		32,363	4.04%
Phase III Support		80	4,970	6,604	1,640		13,214	1.65%
QA/QC		72	4,699	6,244	1,551		12,494	1.56%
Project Management & Administration		128	9,669	12,848	3,191		25,708	3.21%
Appraisals & Negotiations (Santacruz)			-	-	-	46,500	46,500	5.80%
SUE Level B (Gasparesc Elberts)			-	-	-	26,640	26,640	3.33%
Geotech Borings & Pvmt Cores (TSC)			-	-	-	58,350	58,350	7.28%
CCDD (LPC-663) Investigation (TSC)			-	-	-	11,430	11,430	1.43%
			-	-	-		-	
			-	-	-		-	
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			-	-	-		-	
Subconsultant DL							\$0.00	
Direct Costs Total ==>	\$0.00						\$4,527.50	0.57%
TOTALS		4224	245,836	326,666	81,127	142,920	801,077	100.00%

572,502

BLR 05514 (Rev. 02/09/23)  
COST EST



## Local Public Agency

Lake County Division of Transportation

## County

Lake

## Section Number

24-00999-02-DR

## Consultant / Subconsultant Name

Christopher B. Burke Engineering, Ltd.

## Job Number

## AVERAGE HOURLY PROJECT RATES

## EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Meetings and Coordination			Utility Coordination			Topographic Survey			Plats and Legals			Wetland Delineation and Permitting		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	84.52	34.0	0.80%	0.68															
Engineer V	74.25	638.0	15.10%	11.22	48	27.91%	20.72	4	6.67%	4.95	8	2.00%	1.48	4	1.82%	1.35			
Engineer IV	60.77	1,168.0	27.65%	16.80	116	67.44%	40.99	44	73.33%	44.57									
Engineer III	47.87	202.0	4.78%	2.29	8	4.65%	2.23												
Engineer I/II	37.05	742.0	17.57%	6.51				12	20.00%	7.41									
Survey V	86.00	11.0	0.26%	0.22							7	1.75%	1.50	4	1.82%	1.56			
Survey IV	78.00	62.0	1.47%	1.14							12	2.99%	2.33	50	22.73%	17.73			
Survey III	68.16	56.0	1.33%	0.90							50	12.47%	8.50	6	2.73%	1.86			
Survey II	55.75	188.0	4.45%	2.48							128	31.92%	17.80	60	27.27%	15.20			
Survey I	39.64	188.0	4.45%	1.76							128	31.92%	12.65	60	27.27%	10.81			
Engineering Technician V	70.48	0.0																	
Engineering Technician IV	65.50	0.0																	
Engineering Technician III	43.84	0.0																	
Engineering Technician I/II	30.69	0.0																	
CAD Manager	72.45	104.0	2.46%	1.78							68	16.96%	12.29	36	16.36%	11.86			
CAD Technician II	54.51	480.0	11.36%	6.19															
GIS Specialist III	59.33	0.0																	
Landscape Architect	66.49	0.0																	
Landscape Designer III	41.43	0.0																	
Environmental Resource S	77.75	290.0	6.87%	5.34													218	80.44%	62.55
Environmental Resource S	62.17	53.0	1.25%	0.78													53	19.56%	12.16
Environmental Resource S	53.96	0.0																	
Environmental Resource S	31.63	0.0																	
Environmental Resource T	46.34	8.0	0.19%	0.09															
Engineering Itern	19.31	0.0																	
Business Operations Depa	59.01	0.0																	
		0.0																	
TOTALS		4224.0	100%	\$58.20	172.0	100.00%	\$63.93	60.0	100%	\$56.93	401.0	100%	\$56.55	220.0	100%	\$60.37	271.0	100%	\$74.70

**Local Public Agency**

Lake County Division of Transportation

**County**

Lake

**Section Number**

24-00999-02-DR

**Consultant / Subconsultant Name**

Christopher B. Burke Engineering, Ltd.

**Job Number****AVERAGE HOURLY PROJECT RATES****EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**SHEET 2 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Potential North Long-Eared Bat Coord			Water Resources Services			Structures			Preliminary PS&E (60%)			Pre-Final PS&E (95%)			Final PS&E (100%)		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	84.52				18	3.73%	3.16												
Engineer V	74.25				20	4.15%	3.08	266	20.62%	15.31	125	25.41%	18.87	15	5.28%	3.92	4	1.67%	1.24
Engineer IV	60.77				76	15.77%	9.58	528	40.93%	24.87	26	5.28%	3.21	126	44.37%	26.96	132	55.00%	33.42
Engineer III	47.87										194	39.43%	18.88						
Engineer I/II	37.05				368	76.35%	28.29	16	1.24%	0.46	147	29.88%	11.07	95	33.45%	12.39	104	43.33%	16.05
Survey V	86.00																		
Survey IV	78.00																		
Survey III	68.16																		
Survey II	55.75																		
Survey I	39.64																		
Engineering Technician V	70.48																		
Engineering Technician IV	65.50																		
Engineering Technician III	43.84																		
Engineering Technician I/II	30.69																		
CAD Manager	72.45																		
CAD Technician II	54.51							480	37.21%	20.28									
GIS Specialist III	59.33																		
Landscape Architect	66.49																		
Landscape Designer III	41.43																		
Environmental Resource Spe	77.75	24	75.00%	58.31										48	16.90%	13.14			
Environmental Resource Spe	62.17																		
Environmental Resource Spe	53.96																		
Environmental Resource Spe	31.63																		
Environmental Resource Tec	46.34	8	25.00%	11.58															
Engineering Item	19.31																		
Business Operations Departn	59.01																		
<b>TOTALS</b>		32.0	100%	\$69.90	482.0	100%	\$44.11	1290.0	100%	\$60.93	492.0	100%	\$52.02	284.0	100%	\$56.42	240.0	100%	\$50.72

**Local Public Agency**

Lake County Division of Transportation

**County**

Lake

**Section Number**

24-00999-02-DR

**Consultant / Subconsultant Name**

Christopher B. Burke Engineering, Ltd.

**Job Number****AVERAGE HOURLY PROJECT RATES****EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET****SHEET 3 OF 3**

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Phase III Support			QA/QC			Project Management & Administration			Appraisals & Negotiations (Santacruz)			SUE Level B (Gasparesc Elberts)			Geotech Borings & Pvmt Cores (TSC)		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	84.52							16	12.50%	10.57									
Engineer V	74.25	8	10.00%	7.43	24	33.33%	24.75	112	87.50%	64.97									
Engineer IV	60.77	72	90.00%	54.69	48	66.67%	40.51												
Engineer III	47.87																		
Engineer I/II	37.05																		
Survey V	86.00																		
Survey IV	78.00																		
Survey III	68.16																		
Survey II	55.75																		
Survey I	39.64																		
Engineering Technician V	70.48																		
Engineering Technician IV	65.50																		
Engineering Technician III	43.84																		
Engineering Technician I/II	30.69																		
CAD Manager	72.45																		
CAD Technician II	54.51																		
GIS Specialist III	59.33																		
Landscape Architect	66.49																		
Landscape Designer III	41.43																		
Environmental Resource Spe	77.75																		
Environmental Resource Spe	62.17																		
Environmental Resource Spe	53.96																		
Environmental Resource Spe	31.63																		
Environmental Resource Tec	46.34																		
Engineering Intern	19.31																		
Business Operations Departm	59.01																		
TOTALS		80.0	100%	\$62.12	72.0	100%	\$65.27	128.0	100%	\$75.54	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



Monday, December 09, 2024

Mr. Stephen Sugg, PE  
Head, Phase II Engineering Dept  
Christopher B. Burke Engineering, Ltd.  
9575 W. Higgins Road, Suite 600  
Rosemont, Illinois 60018

Re: **Lake County Department of Transportation  
Culvert Replacement Surveys  
Various Locations  
Lake County, Illinois**

Dear Mr. Sugg:

Gasperec Elberts Consulting, LLC (GEC) is pleased to provide this proposal to Christopher B. Burke Engineering, Ltd. (CBBEL) to provide professional land surveying services for the Lake County Department of Transportation. GEC understands that SUE Level B and Level A surveys are needed as part of a culvert replacement analysis.

#### **PROJECT UNDERSTANDING**

It is our understanding that Client requires Utility Survey as part of a culvert replacement project. The following three locations are included as shown in Exhibit A, Attached hereto: Culvert 388 (Grass Lake Road), Culvert 716 (River Road) and Culvert 765 (Rollins Road).

Gasperec Elberts Consulting, LLC (GEC) offers to complete the following services as indicated below:

##### **I. SUE LEVEL B SURVEY**

GEC will tie into project control provided by CBBEL. Site utilities will be mapped based on available information. All aboveground, visible evidence of utilities will be surveyed in addition to rim and invert information. GEC will coordinate a JULIE field locate upon notice to proceed. GEC will survey the location of all utility markings placed as part of the JULIE request. GEC will combine this information to depict existing utility locations. No guarantee is made that all utilities will be discovered as part of the survey. This scope will generally result in SUE Level C results, with SUE Level B for any utilities marked by JULIE as part of this project. A Microstation .dgn file containing the surveyed utility markings will be provided, along with any measuredown sheets.

##### **II. SUE LEVEL A UTILITY SURVEY:**

Based on the SUE Level B Survey, CBBEL will determine where any utility conflicts may exist with the proposed culvert replacement design. Once these locations are provided to GEC, we will coordinate with a hydro-vac subcontractor to have these locations potholed and exposed. GEC will survey the location and elevation of those exposed utilities as part of this scope. Per conversation with CBBEL, this estimate includes up to eight (8) potholes at each of the three (3) Sites. Estimated Direct Costs for this service are included below and would be invoiced at actual cost spent if the service is needed. This service will produce SUE Level A results at the locations potholed. Tabulated data of the surveyed utility locations and elevations will be provided.

**LIMITS AND EXCLUSIONS:**

- No topographic or boundary survey will be provided.
- If more than eight potholes are required at any of the three locations, additional fees may apply.

Any additional requirements may be negotiated as a change order at a later date.

**SUMMARY OF FEES**

I.	SUE Level B Survey	Lump Sum Fee	\$ 4,500.00
II.	SUE Level A Survey	Lump Sum Fee	\$ 4,500.00

**ESTIMATED DIRECT COSTS**

Private Utility Locate	\$ 17,610.27
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**CONDITIONS**

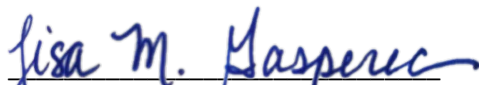
- A. The proposed fees for normal engineering and surveying services were developed after careful evaluation of the work involved and the conditions stated in this proposal. The estimated direct costs will be invoiced for the actual costs incurred. Reimbursable expenses for blueprints, photocopying, mileage, overnight delivery, messenger services and report compilation are not included in the fee estimate and will also be invoiced. Additional services that are not included in the proceeding fee estimate will be billed at the staff hourly rates.
- B. The attached General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.
- C. The staff hourly rates and other approved expenses referred to in this proposal shall not exceed the limits shown and specified on the attached GEC Standard Charges.

GEC reserves the right to increase these rates and costs by 5 percent annually.

If the above services, fees and conditions are acceptable, please return an executed copy of this proposal to us. The signed copy will serve as our agreement and authorization to proceed.

Very truly yours,

GASPEREC ELBERTS CONSULTING, LLC

  
Lisa M. Gasperec, PE - Principal

**ACCEPTED:**

\_\_\_\_\_  
Christopher B. Burke Engineering, Ltd.

\_\_\_\_\_  
DATE



222 Northfield Road · Suite 201· Northfield, IL 60093  
Telephone: 847.251.5800 | Facsimile: 847.868.9620  
[www.santacruz-associates.com](http://www.santacruz-associates.com)

*Providing Right-of-Way Acquisition services since 1992*

## **PROPOSAL FOR LAND ACQUISITION SERVICES**

### **Culvert Replacements**

**Christopher B. Burke Engineering Ltd. for the benefit of  
Lake County Division of Transportation**

**Santacruz Land Acquisitions** specializes in negotiating and acquiring parcels of land for right-of-way use by governmental bodies in roadway construction and other public infrastructure projects. Founded in 1992, we have been helping our clients acquire right-of-way on budget and in a timely manner to keep their projects on schedule. We have worked extensively with the Illinois Department of Transportation (IDOT), the Illinois State Toll Highway Authority (ISTHA), Cook County, Lake County, Will County and other local municipalities in facilitating property owners through the acquisition process with great success.

Having extensive experience with right of way projects, we understand the importance of keeping on schedule. On-time lettings gives the Lake County Division of Transportation, the Local Public Agency (“LPA”) the best use of its resources and strengthens the efficiencies in the implementation of its roadway improvement program. To achieve your goals, it is critical that your land acquisition consultant understands the importance and addresses three critical issues in your acquisition of right of way:

- Deliver the right of way on-time to meet the letting.
- Manage the acquisition risks, including the cost of condemnation litigation.
- Compliance with land acquisition policies and procedures and FWA policies that affect the certification and funding of your project.

Santacruz Land Acquisitions (“Santacruz”) will work with the staff for the LPA and/or, Christopher B. Burke Engineering Ltd., Engineer for the LPA, (“Consultant”) to develop a land acquisition plan for the Culvert Replacement (the “Project”) to assure that the goals are met.

*Santacruz Land Acquisitions is certified as a Disadvantaged Business Enterprise (DBE) by the State of Illinois, Department of Transportation and a Minority Business Enterprise (MBE) with the City of Chicago and Cook County.*

### **COMPENSATION**

Santacruz shall be entitled to compensation, based on **six (6)** projected parcels of right-of-way, on a per parcel basis, as follows:

<b>APPRAISALS:</b>	<b>\$20,400.00</b>
<b>NEGOTIATIONS:</b>	<b>\$21,000.00</b>

In fulfillment of its project management responsibilities, Santacruz will attend and/or participate in meetings and conference calls for consultations on the project. This will include, without limitation, kick-off meetings, planning discussions, project strategy development and review of parcels with acquisition challenges.

**DIRECT EXPENSES RELATED TO LAND ACQUISITION**

As directed, Santacruz shall invoice the LPA or Consultant for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii) the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender's fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees. Santacruz shall include **\$850.00** per parcel towards the payment of these charges. Santacruz shall pay any such fees and charges in excess of the **\$850.00** per parcel allowance for which Santacruz Land Acquisitions shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered at a cost not to exceed **\$46,500.00** as follows:

<b>Land Acquisition Services</b>	<b>\$41,400.00</b>
<b>Estimated Direct Billable Expenses</b>	<b>\$5,100.00</b>

**The pricing on this proposal shall be good for twelve months of the date of this proposal: November 27, 2024.**

*See attached for Scope of Services and Team resumes.*

We look forward to the opportunity of serving you on this project. If you have any questions, do not hesitate to contact Javier Steve Santacruz at 847-868-9620 or via email at [javier@santacruz-associates.com](mailto:javier@santacruz-associates.com).

Sincerely,



Javier Steve Santacruz

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_

\_\_\_\_\_

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

Its: \_\_\_\_\_

**PRICING SCHEDULE**

**Appraisal Services (per parcel)**

Appraisals	\$3,400.00
Revision to appraisal due to change in ROW or plans <sup>1</sup>	\$1,700.00 - \$3,400.00

**Negotiation Services (per parcel)**

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$3,500.00
Additional negotiations due to change in ownership or plans <sup>1</sup>	\$1,750.00 - \$3,500.00

**Witness Services (if applicable)**

Rate for each ½ day in pretrial conference or in court for Negotiator <sup>1</sup>	\$1,000.00
Rate for each ½ day in pretrial conference or in court for Appraiser <sup>1</sup>	\$1,000.00
Hourly rate for consultation not otherwise specifically provided for herein	\$250.00

**Title Services (if applicable)**

Later date commitment – In addition to actual recording costs	
+ Administrative fee	\$25.00
Title insurance policies – In addition to actual recording costs	
+ Administrative fee	\$25.00
Recording of Documents – In addition to actual recording costs	
+ Administrative fee	\$25.00
Copies of recorded documents – In addition to actual copying costs & research fees	
+ Administrative fee	\$25.00

<sup>1</sup> Requires supplemental work order.



**LAND ACQUISITION SCOPE OF SERVICES**

Santacruz Land Acquisitions (“Santacruz”) shall provide Right-of-Way Acquisition Services as follows:

- Project Management
- Appraisals
- Negotiations

All services shall be performed at the direction of the County and in accordance with the policies and procedures of IDOT, as applicable, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”), as amended (49 CFR Part 24), the Illinois Eminent Domain Act (735 ILCS 30) (“Eminent Domain Act”), and the Illinois Code of Civil Procedure (“Code of Civil Procedure”).

- **Notice to Proceed.** Our services start after authorization to proceed from LPA and IDOT (as necessary).
- **Kick-off Meeting.** Santacruz will meet with LPA and Consultant to discuss the Project, identify issues and develop any necessary strategies to assure the timely completion of the Project.
- **Delivery and Review of Project Information.** LPA or Consultant will provide Santacruz with plats of highway, legal descriptions, the most recent title commitments and any other pertinent information regarding the property owner for each parcel assigned for acquisition. In addition, LPA or Consultant will also provide Santacruz with a set of project plans, including, (i) plan and profile, (ii) drainage and utilities, (iii) pavement markings and (iv) cross sections.
- **Introductory Notice to Owners.** The appraiser will notify the property owner of the proposed taking and will invite the property owner to be present during the inspection by the appraiser.
- **Appraisal.** The appraiser shall make a detailed inspection of the properties and make such investigations and studies as are consistent with industry standard and necessary to derive sound conclusions for the preparation of appraisal reports. As necessitated by a change of ownership, a revision to the right of way or for condemnation purposes, Santacruz will furnish and deliver updated or revised appraisals pursuant to a separate or supplemental work order.
- **Negotiation and Acquisition.** Santacruz shall commence negotiations after approval by LPA of the appraisals and the amount of just compensation to be offered to the property owner.
  - Before contacting the property owner, Santacruz will prepare and send the introductory letter to the property owner on the LPA’s letterhead.
  - Santacruz will present the property owner with an offer package, which shall contain the Offer to Purchase and other documents to assist the property owner with reviewing the right-of-way request.
  - Santacruz will make all reasonable efforts to complete the acquisition of the right-of-way from the property owner.
  - Santacruz will not have any authority to determine administrative settlements. Santacruz will consult with LPA for approval of any counter offers and upon acceptance by LPA of any such counter-offer, Santacruz will prepare the necessary documentation for administrative settlement.
  - Santacruz will review the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for LPA.
  - If, during its discussions with the property owner, errors in the plans are discovered or the property owner requests design changes, Santacruz will immediately notify LPA and Consultant with this information. At any time during negotiations for situations involving design changes, errors in plans or for any other

reason, if requested by LPA or Consultant, Santacruz will cease negotiations on certain parcels until corrected information or further instruction is provided to Santacruz.

- Upon successful negotiations with the property owner, Santacruz will prepare all necessary conveyance documents in order to complete the acquisition and obtain title approval for the property. Santacruz will submit the completed parcel file with original conveyance documents, any documents necessary for title clearance, the Negotiator's Log documenting all negotiation activities, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by LPA and IDOT (if applicable).
- **Project Management.** Santacruz shall appoint a Project Manager for this project. The Project Manager will provide proposed project time-line with milestones on delivery. The Project Manager will coordinate all deliverables, keep project on schedule and maintain the channels of communication with the LPA. The Project Manager will attend project kick-off meetings and project status meetings. In addition, when needed, the Project Manager will review construction plans and provide comments. The Project Manager shall provide QA/QC oversight for this contract. In addition to monthly status reports prepared for our clients in which we review the progress of each parcel, Santacruz meets on a bi-weekly basis with its production team to assure that projects are on schedule and proceeding to letting.

The paralegal team at Santacruz reviews every title commitment to alert the negotiator of title concerns and to prepare for title clearance. Also, all conveyance documents prepared by the paralegals are reviewed by the head paralegal and/or the negotiator. Finally, all final packages of settled or condemned parcels are compiled using QA/QC checklist and reviewed by the Project Manager to assure proper completion.

- **Condemnation Support.** Santacruz understands that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pre-trial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation. In the event, after making every reasonable effort to contact and negotiate with a property owner, Santacruz is unable to obtain a settlement for the acquisition of the right-of-way, Santacruz shall refer the parcel to the LPA for acquisition by condemnation.

In such case, at the request of LPA or its trial counsel, the Appraiser assigned to appraise the parcel shall make any such appearances or complete such preparation work in order to assist with this process. In addition, at the request of LPA or its trial counsel, the Negotiator assigned to negotiate the parcel shall make any such appearances or complete such preparation work in order to assist with this process. Such requests for trial appearances or condemnation support will be pursuant to a separate or supplemental work order.

## **THE TEAM**

### ***Javier Steve Santacruz – President and Project Manager***

Javier has more than 25 years of experience in providing right-of-way services for a variety of governmental agencies. He has assisted on planning of right-of-way during plan development stages, as well as worked as a right-of-way agent in the acquisition and facilitation of right-of-way necessary for the completion of a project. He has extensive experience working with the Illinois Department of Transportation and the Illinois State Toll Highway Authority gaining a thorough understanding of the policies and procedures of those agencies in meeting their right-of-way requirements. Javier has his B.S. in Accounting and a Juris Doctorate from DePaul University.

### ***Jonathan Abplanalp – Vice President and Negotiator***

Jonathan graduated from the University of Illinois with a B.S. in Architectural Studies. He has been with Santacruz since 2011 and has experience in all aspects of the land acquisition process. He is approved by IDOT – District 1 as a fee negotiator.

***Dylan Santacruz – Negotiator***

Dylan graduated cum laude from Miami University in Oxford, OH where he obtained a B.S. in Business Analytics. He joined Santacruz in 2021. He is approved by IDOT – District 1 as a fee negotiator.

***Agafya Gerovoy – Real Estate Paralegal***

Agafya has been with Santacruz since 2017 and is realtor with extensive experience real estate and right-of-way transactions.



December 12, 2024

Mr. Stephen Sugg, PE, PTOE  
Christopher B. Burke Engineering, Ltd.  
9575 West Higgins Road Suite 600  
Rosemont, IL 60018-4920

**TESTING SERVICE CORPORATION**

**Corporate Office**

360 South Main Place, Carol Stream, IL 60188-2404  
Phone 630.462.2600

RE: P.N. 74,330A  
Geotechnical Exploration and  
Environmental Analysis for LPC-662/663

Culvert 388 Replacement  
Grass Lake Road  
Lake Villa, IL

Dear Mr. Sugg:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Geotechnical Engineering Services for the above-captioned project. It is in response to your email dated November 26, 2024. The objectives of the Geotechnical Exploration are to explore soil and groundwater conditions and provide recommendations for foundation design in connection with the proposed culvert replacement located about 2700 feet east of IL-83.

An alternate is also included for Environmental Analysis in connection with IEPA LPC-662/663 forms.

Current plans call for the replacement of an existing culvert along Grass Lake Road which spans over Sequoit Creek. It consists of a 79" x 117" corrugated structural plate arch culvert and is about 48 feet long. The replacement structure is to consist of a box culvert of equivalent size. Consideration may also be given to replacing the culvert with a single-span bridge.

**Boring Program:**

As requested, two (2) soil borings are to be taken as part of our Geotechnical Exploration. The borings are to be extended to 75 feet below existing grade. Total drilling footage on this basis is estimated to be about 150 lineal feet.

For the purposes of this proposal, we have assumed that the boring locations will be accessible to a conventional truck or ATV-mounted drill. In this regard, they should not be located in standing water, within wooded areas or on steeply sloping ground. No provisions have been made for tree/brush clearing or removal of other obstructions should borehole access be impeded. Landscape restoration (if required) is also not included in the project budget.

TSC will utilize personnel who are trained in layout procedures to stake the borings in the field. Ground surface elevations for each borehole will be determined by GPS using a Trimble R12 GNSS receiver. Utility clearance for the borings will be obtained by contacting JULIE (Joint Utility Locating Information for Excavators). Private underground utility lines will have to be marked by the property owner or their agents; a private locator can be hired for an added cost if necessary.

Soil samples will primarily be obtained by split-spoon methods, with thin-walled tubes also taken if conditions dictate. Sampling will be performed at 2½-foot intervals for at least the first 30 feet (and greater if fill or unsuitable soil types extend below that depth as well as in cut or detention areas), to otherwise not exceed 5-foot intervals. A representative portion of the split-spoon samples will be

placed in a glass jar with a screw-type lid for transportation to our laboratory, along with select dual samples for analytical testing (if required). Groundwater observations will also be made during and following completion of drilling operations, with the boreholes to be backfilled immediately and any in pavement areas also patched at the surface.

### **Assumptions for Permits:**

It is understood that Grass Lake Road (County Highway A10) is under Lake County jurisdiction and will require a county permit to perform the fieldwork within the county highway right-of-way. Please note that our cost estimate for this project is based on the assumption that TSC will be able to perform all borings and cores during weekdays (Monday through Friday) beginning no later than 8:00 AM and ending no sooner than 3:00 PM.

### **Traffic Control:**

The borings and core are located along Grass Lake Road. It is anticipated that the shoulder and/or one traffic lane will have to be temporarily blocked at each boring/core location using professional traffic control with flagmen or specific traffic control measures. This proposal includes a provision for lane closures by a professional traffic control firm. If it is determined that traffic control is not needed you will not be charged for this service.

### **Laboratory Testing:**

Samples obtained from the borings will be examined by experienced laboratory personnel in order to verify field descriptions as well as to visually classify in accordance with the Unified Soil Classification System. Laboratory testing will include moisture content and dry unit weight determinations as well as measurements of unconfined compressive strength by direct or indirect methods, as appropriate. Other tests deemed to be necessary by TSC's Project Engineer may also be recommended for your approval.

### **Engineering Report:**

A geotechnical engineering report will be prepared upon completion of field and laboratory testing, to include typed boring logs and a location plan. The report will provide a summary of soil and groundwater conditions as well as address their impact on the proposed site development. It will also provide recommendations to guide design and specification preparation pertaining to geotechnical issues relevant to the structure or purpose described in this proposal. These may include the following as applicable:

- General earthwork and construction considerations.
- Remedial work and/or treatment of unstable or unsuitable soil types.
- Fill placement and compaction requirements.
- Foundation type, capacity and depth/elevation.
- Anticipation and management of groundwater.

## **POTENTIALLY IMPACTED PROPERTY (PIP) EVALUATION & ENVIRONMENTAL SOIL ANALYSIS FOR IEPA LPC-662 OR LPC-663 FORM:**

Testing Service Corporation (TSC) will perform a "Potentially Impacted Property" (PIP) evaluation for completion of the LPC-662 Form and, if necessary, provide sampling and laboratory analyses for completion of the LPC-663 Form.

Uncontaminated soil including uncontaminated soil mixed with clean construction or demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51(f)(2)(B)].

Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51a(d)(2)(B)]. These certifications must be made by a licensed professional engineer or geologist (PE/PG) using the attached Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a "Potentially Impacted Property" (PIP) based on review of readily ascertainable property history, environmental databases and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

### **STEP ONE: Potentially Impacted Property (PIP) Evaluation**

TSC will evaluate current Federal and State environmental agency records for the site by obtaining a First Radius Map Report from Environmental Data Resources, Inc. (EDR). Review of the Radius Map Report assists in identifying potential contamination sources from the project site as well as nearby properties which may cause it to be considered a PIP. TSC will also perform a site reconnaissance to evaluate it and the surrounding area for evidence of the use or release of hazardous substances or petroleum products. Soil samples collected from the borings will be analyzed for pH.

Based on the results of this review, the TSC Professional Geologist will conclude if the source site is a PIP. If the source site is not identified as a PIP and pH analysis meet IEPA requirements, TSC will prepare a letter discussing the reviewed information and recommend that the Owner or Operator sign the LPC-662 Form certifying that the site is not a PIP and the soil is presumed to be uncontaminated. This form is acceptable at most of the Uncontaminated Soil Fill Operation (USFO/CCDD) facilities.

### **STEP TWO: LPC-663 Analytical Testing (if required)**

In the event that the source site (or portions thereof) is identified as a PIP, the owner is unwilling to sign the LPC-662 form or the prospective USFO/CCDD facility selected for disposal of the soil requires analysis for acceptance of it, TSC will perform additional soil analysis for completion of the LPC-663 form at additional costs outlined in this proposal. Soil samples are to be collected from zones to be excavated as part of the proposed site improvements. Immediately upon removing the soil from the sampler, a representative portion will be placed in a clean glass sample jar and kept cool for possible analytical testing. A second portion will be broken up to maximize surface area and placed in a separate clean jar which is covered with an aluminum foil liner. A headspace analysis will be performed on the second samples, i.e. a photo-ionization detector (PID) used to check for the presence of volatile organic vapors.

**The number of samples analyzed and the parameters of the analytical testing will be based upon the Potentially Impacted Property evaluation.** For proposal purposes, it is assumed that two (2) samples will be analyzed for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), polynuclear aromatic hydrocarbons (PNAs), total RCRA Metals, iron, and pH. If additional samples or analytical parameters are appropriate in the judgement of the PE/PG based on the records review, site reconnaissance or PID screening, additional samples will be collected at that time with the costs of analysis to be discussed with the client prior to analysis. Selected samples will be placed in laboratory supplied jars or vials and properly preserved in a cooler on ice. They will be shipped to an analytical laboratory following standard chain-of-custody procedures.

The list of analytical parameters noted is acceptable at the majority of local CCDD/USFO facilities although analysis of additional parameters may be required by some USFO facilities. In particular, Thelen Sand & Gravel requires analysis of additional parameters and number of samples based on volume. In order to meet the volume requirements Thelen Sand & Gravel requires a minimum of two (2) soil tests for the first 500 cubic yards of soil disposed, and an additional soil test for each additional 1,00 cubic yards of soil disposed. If possible, we recommend that the USFO/CCDD facility destination to be used for a particular project be contacted to verify that the analytical parameters proposed will be sufficient. Additional cost for analysis of the full MAC list is listed as an optional item in the Cost Estimate.

The analytical results will be compared to Maximum Allowable Concentrations of Chemical Constituents in Uncontaminated Soil Used as Fill Material At Regulated Fill Operations (MACs) as presented in 35 IAC 1100.Subpart F.

It should be noted that if one or more total metals concentrations exceed their respective MAC, addition analysis of the TCLP or SPLP extract may be performed for those metals. In accordance with 35IAC1100.610(b)(3)(C) and as an alternative to the MAC value, compliance verification may be determined by comparing soil sample extraction results by TCLP or SPLP to the respective TACO Class 1 Soil Component of the Groundwater Ingestion Exposure Route Objective in 35IAC742 Appendix B, Table A. TSC will perform this additional analysis if all other parameters with the exception of the metal(s) meet the MACs.

A summary report will be prepared which describes the sampling procedures and results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The LPC-663 Form will be included as an attachment to the summary report.

Please note that our signing of Form LPC-663 is contingent upon all constituents meeting their respective MACs. If any constituent exceeds the MACs, the Licensed Professional Engineer or Geologist will not be able to certify the soil as uncontaminated. In that event, additional analysis may be required in connection with disposal at a Subtitle D landfill, at additional cost for consulting, analytical testing and completion of the waste profile.



## **Fees and Scope:**

In accordance with the first Cost Estimate attached, TSC is proposing a not-to-exceed budget amount of **Nineteen Thousand Four Hundred and Fifty Dollars (\$ 19,450.00)** to provide the Geotechnical Exploration outlined above. This is based on the understanding that the boring locations are accessible to conventional drilling equipment and the work can be performed during standard business hours. Our fees are further subject to this proposal being accepted by you on or before May 31, 2025.

The PIP evaluation with pH analysis for completion of the LPC-662 Form would be One Thousand Six Hundred and Fifty Dollars (\$1,650.00). If the PIP evaluation indicates the need for analytical testing, this additional analysis and completion of the associated LPC-663 Form would add an estimated Two Thousand One Hundred and Sixty Dollars (\$2,160.00). This results in a total environmental budget amount of up to Three Thousand Eight Hundred and Ten Dollars (\$3,810.00) per a second Cost Estimate attached.

Should the study reveal unexpected subsurface conditions requiring a change in the scope of work, you will be contacted before we proceed with any additional work. Our invoice would then be based on our standard unit rates given in the attached Cost Estimates or as otherwise agreed upon. While our quoted fee does not include earthwork, excavation, and/or footing observations during the construction phase, the project budget should include a provision for these services. Plan review, preconstruction meetings and/or other consulting and professional services that are provided subsequent to the delivery of TSC's report would be covered by separate invoice.

## **Closure:**

The geotechnical engineering and environmental services being performed are subject to TSC's attached General Conditions. TSC charges include all state and federal taxes that may be required. However, unless stated otherwise they do not include license, permit or bond fees that local governments may impose, if any to potentially be added to our invoice. The invoice(s) will be sent to the following unless written instructions to the contrary are received:

Mr. Stephen Sugg, PE, PTOE  
Christopher B. Burke Engineering, Ltd.  
9575 West Higgins Road Suite 600  
Rosemont, IL 60018-4920  
Tel: (847) 823-0500  
Email: [ssugg@cbbel.com](mailto:ssugg@cbbel.com)

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream, Illinois office. It would be helpful if you could also complete the attached Project Data form indicating who is to receive copies of TSC's report and other related information.





Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted,

TESTING SERVICE CORPORATION

A handwritten signature in blue ink, appearing to read "T. Peceniak", is written over a horizontal line.

Timothy R. Peceniak, P.E.  
Geotechnical Engineer

Enc: Cost Estimates  
General Conditions  
Project Data Sheet

PLEASE CHECK IF DESIRED

☐ Potentially Impacted Property Evaluation (PIP) AND LPC-662/663 ANALYSIS

Approved and accepted for \_\_\_\_\_ by:

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

**CBBEL Project Number:**    \_ \_ \_ . \_ \_ \_ \_ \_ . \_ \_ \_ \_ \_

Please fill out the Project Data Sheet at the end of this document



**COST ESTIMATE**  
Culvert 388 Replacement  
Grass Lake Road  
Lake Villa, IL

ITEM		UNIT	QTY	RATE	COST
<b>STAKING AND UTILITY CLEARANCE</b>					
1.1	Layout Person to Mark Boring Locations, Obtain Surface Elevations and Arrange for Clearance of Underground Utilities	Hour	3.5	120.00	\$ 420.00
1.2	Utility Locator to Mark Private Underground Lines incl. Inside Existing Buildings	Cost + 10%	0	Est. 800.00	\$ 0.00
1.3	Engineer to Prepare and Submit Permit	Lump Sum	1	450.00	\$ 450.00
<b>DRILLING AND SAMPLING (Includes taking LPC 662/663 Samples)</b>					
2.1	Drill Mounted on Truck or ATV with Two-Person Crew (Portal-to-Portal)	Lump Sum	1	8,000.00	\$ 8,000.00
<b>TRAFFIC CONTROL</b>					
3.1	2-Man Flagging Crew, Regular Time (Portal to Portal), minimum 6.0 Hours	Hour	16	340.00	\$ 5,440.00
3.2	2-Man Flagging Crew, Overtime	Hour	2	425.00	\$ 850.00
<b>LABORATORY TESTING</b>					
4.1	Examine Samples to Describe by Textural System and Classify Using the Unified Soil Classification System	Each	42	5.00	\$ 210.00
4.2	Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	40	9.00	\$ 360.00
4.3	Unconfined Compressive Strength of Cohesive Soils (or Torvane Shear Strength Measurement)	Each	10	18.00	\$ 180.00
4.4	Dry Unit Weight Determination	Each	5	9.00	\$ 45.00
<b>ENGINEERING SERVICES</b>					
5.1	Prepare Geotechnical Report with Typed Boring Logs and Location Plan	Lump Sum	1	2,100.00	\$ 2,100.00
5.2	Senior Geotechnical Engineer to Consult or Attend Project Meetings	Hour	8.0	175.00	\$ 1,400.00
ESTIMATED TOTAL					\$ 19,455.00
RECOMMENDED BUDGET					\$ 19,450.00



**COST ESTIMATE**  
**PIP EVALUATION FOR LPC-662 AND LPC-663 ANALYSIS**

ITEM		UNITS	QTY	RATE	COST
<b>STEP 1: RECORDS REVIEW, SITE RECONNAISSANCE &amp; PH ANALYSIS FOR PIP EVALUATION</b>					
1.1	PIP Evaluation, Select Samples for Analysis & Completion of LPC-662 Form for Owners Signature if Site is not Identified as a PIP.	Lump Sum	1	1,500.00	\$ 1,500.00
1.2	Environmental Personnel to Screen Samples with PID	Hour	1	150.00	\$ 150.00
<b>STEP 2: IF A PIP IS IDENTIFIED, BELOW ARE ADDITIONAL COSTS FOR LPC-663 ANALYSIS</b>					
<b>ANALYTICAL TESTING FOR LPC-663 FORM</b>					
2.1	VOCs, SVOCs, PNA's, RCRA Metals, Iron & pH @ Standard 5 to 7 Business Day Turnaround (Analysis Dependent on Contaminants of Concern Identified in PIP Evaluation)	Each	2	680.00	\$ 1,360.00
2.2	Surcharge for Expedited 2-3 Business Day Turnaround	Each	0	100%	\$ 0.00
2.3	TCLP/SPLP Analysis of Metals which exceed MACs, if required. (Cost dependent on specific metals analyzed)	Each	2	150.00	\$ 300.00
2.4	Analytical testing for full MAC list, required at some CCDD/USFO facilities @ Standard 5 to 7 Business Day Turnaround	Each	0	1,750.00	\$ 0.00
2.5	Added Drilling Charge for Obtaining Select Dual Samples for Analytical Testing	Lump Sum	1		\$ 0.00
<b>REPORTING SERVICES</b>					
3.1	Professional Geologist for Project Management and Prepare Summary Report, with P.G. Signed Form LPC-663, if uncontaminated.	Lump Sum	1	500.00	\$ 500.00
3.2	Additional Analytical Testing and Completion of Waste Profile if Soil is Landfilled	Est.	0.0	2,000.00	\$ 0.00
<b>ESTIMATED COST OF PIP EVALUATION AND LPC-662 FORM</b>					\$ 1,650.00
<b>ADDITIONAL ESTIMATED COST OF SERVICES FOR COMPLETION OF LPC-663 FORM IF PIP IS IDENTIFIED (STANDARD TAT):</b>					\$ 2,160.00
<b>ESTIMATED TOTAL COST FOR PIP EVALUATION &amp; LPC-663 SERVICES (STANDARD TAT):</b>					\$ 3,810.00



**TESTING SERVICE CORPORATION**

**PROJECT DATA SHEET**

**CBBEL Project Number:**    \_ \_ \_ . \_ \_ \_ \_ \_ . \_ \_ \_ \_ \_

Project Info		Changes (If needed)
Name:	Culvert 388 Replacement	
Address:	Grass Lake Road	
City/State/Zip:	Lake Villa, IL	
Project Manager:	Timothy Peceniak	
Email:	trp@tsccorp.com	
Telephone:	(630)-784-4079	

Invoicing	
To:	Accounts Payable
Email:	ap@cbbel.com





## TESTING SERVICE CORPORATION

# GENERAL CONDITIONS

## Geotechnical and Construction Services

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

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

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

**4. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.

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

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

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

perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

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

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

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

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

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

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

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

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

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

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





## TESTING SERVICE CORPORATION

# GENERAL CONDITIONS ENVIRONMENTAL SERVICES

**1. PARTIES AND SCOPE OF WORK:** "This Agreement" consists of Testing Service Corporation's ("TSC") proposal, TSC's Schedule of Fees and Services, client's written acceptance thereof, if accepted by TSC, and these General Conditions. The terms contained in these General Conditions are intended to prevail over any conflicting terms in this Agreement. "Client" refers to the person or entity ordering the work to be done or professional services to be rendered by TSC (except where distinction is necessary, either work or professional services are referred to as "services" herein). If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for client's intended purpose. ~~Client shall communicate these General Conditions to each and every third party to whom the Client transmits any report prepared by TSC.~~ Unless otherwise expressly assumed in writing, TSC shall have no duty to any third party, and in no event shall TSC have any duty or obligation other than those duties and obligations expressly set forth in this Agreement. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

**2. HAZARDOUS SUBSTANCES:** TSC's professional services shall include limited visual observation, laboratory analyses or physical testing for the purpose of detection, quantification or identification of the extent, if any, of the presence of hazardous substances, materials or waste, petroleum products, asbestos-containing materials or lead based paint as specifically set forth in TSC's proposal. Hazardous materials, substances or waste (all cumulatively referred to herein as "hazardous substances") include those defined as such in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., ("CERCLA"), the Resource Conservation Recovery Act, 42 U.S.C. § 6901 et seq., as amended, ("RCRA") or by a state or Federal Environmental Protection Agency ("EPA"), including but not limited to §§ 3.14 - 3.15 of the Illinois Environmental Protection Act, 415 ILCS 5/3.14 and 3.15 (West, 1994). "Contaminants" as used herein shall refer to hazardous substances, asbestos-containing materials, petroleum products, lead based paint and the like. "Polluted" as used herein shall mean containing contaminants. Unless specifically set forth in TSC's proposal, nothing contained in this agreement shall, however, be construed or interpreted as requiring TSC to assume the status of a generator, transporter,

treater, storer, as those terms appear within RCRA or within any Federal or state statute or regulation. Client assumes full responsibility of compliance with CERCLA, RCRA and any other Federal or state statute or regulation governing the generation, handling, storage, transportation, treatment and disposal of contaminants or other refuse.

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

**4. ACCESS TO SITE:** Client will arrange and provide access to each site upon which it will be necessary for TSC to perform its services pursuant to this agreement. In the event services are required on any site not owned by Client, Client represents and warrants to TSC that Client has obtained all necessary permissions for TSC to enter upon the site and conduct its services. Client shall, upon request, provide TSC with evidence of such permission, as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in form acceptable to TSC. Client acknowledges that it is not TSC's responsibility to notify any such property owner or tenant of the discovery of actual or suspected contaminants. Client further recognizes that knowledge of such suspected or actual condition may result in a reduction in a property's value and may provide incentive to owners of properties affected to initiate legal action against Client and/or others. Any work performed by TSC with respect to obtaining permission to enter upon and perform professional services on the lands of others as well as any work performed by TSC pursuant to this agreement, shall be deemed as being done on behalf of Client, and Client agrees to assume all risks thereof. TSC shall take reasonable measures and precautions to minimize damage to each site and any improvements thereon resulting from its work and the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage that may occur. If Client or the possessor of any interest in any site desires or requires TSC to restore the site to its former condition, upon written request from Client, TSC will perform such additional work as is necessary to do so, and Client agrees to pay TSC the costs thereof plus TSC's normal mark up for overhead and profit.

**5. CLIENT'S DUTY TO NOTIFY TSC:** ~~Client represents and warrants that~~ Client has advised TSC of any known or suspected contaminants, utility lines and underground structures at any site at which TSC is to perform services under this agreement. Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses,

including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to TSC's performance of its services and resulting to or caused by contact with sub-surface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to TSC by Client. In the event that TSC's undertaking includes contacting a public utility locating agency, its responsibility shall not extend to warranty the accuracy of the information so obtained.

**6. DISCOVERY OF UNANTICIPATED CONTAMINANTS:** The discovery of certain contaminants may make it necessary for TSC to take immediate measures to protect health and safety. TSC agrees to notify Client as soon as practically possible should such contaminants be suspected or discovered. Client agrees to reimburse TSC for the reasonable cost of implementing such measures under the circumstances.

**7. LIMITATIONS OF PROCEDURES, EQUIPMENT AND TESTS:** Information obtained from borings, observations, and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence with respect to the detection, quantification and identification of contaminants, but any inference or conclusion based thereon is, necessarily, an opinion also based on professional judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site. The presence and extent of contaminants as well as the levels of groundwater may fluctuate within the site due to climatic and other variations and, unless thorough sampling and testing are conducted over an extended period of time, contaminants contained within the site may escape detection. A site at which contaminants are not found to exist, or at the time of inspection do not, in fact, exist, may later, due to intervening causes, such as natural groundwater flows or human activities, become polluted. There is a risk that sampling techniques may themselves result in pollution of certain sub-surface areas such as when a probe or boring device moves through an area containing contaminants linking it to an aquifer, underground stream or other hydrous body not previously polluted. Because the risks set forth in this paragraph are unavoidable and because the sampling techniques to be employed are a necessary aspect of TSC's work on client's behalf, Client agrees to assume these risks.

**8. SOIL AND SAMPLE DISPOSAL:** Unless otherwise agreed in writing, soils known at the time to be polluted will be left on the site for proper disposal by Client; and samples removed by TSC to its laboratory, upon completion of testing, will be disposed by TSC in an approved manner or returned to the site for disposal by others.



**9. MONITORING:** If TSC is retained by Client to provide a site representative for the purpose of monitoring portions of site cleanup or other field activities, TSC will report its observations and test results as more specifically set forth elsewhere in this agreement. In such cases, TSC's services shall not include (i) determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored; (ii) evaluating, reporting or affecting job conditions concerning health, safety or welfare; (iii) the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate to excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and project managers.

**10. RECOMMENDATIONS:** If TSC's services include making recommendations for further exploration, clean-up or remediation of a site or the improvements thereon, Client shall cause all tests and inspections of the site and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been rigorously followed.

**11. CLEAN UP:** If TSC is retained by Client to physically perform the work of clean up of a site through its own forces or those of subcontractors, Client shall obtain all necessary permits and generator identification numbers. In such cases Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses, including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to TSC's performance of its services and resulting to or caused by the generation, transportation, treatment, storage or disposal of contaminants, except to the extent of the negligent performance by TSC of the duties undertaken by TSC, if any.

**12. TERMINATION:** This agreement may be terminated by either party upon seven (7) day's prior written notice. In the event of termination, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. In the event that TSC has agreed to provide clean up services pursuant to paragraph 10 of this Agreement, TSC shall be entitled to recover anticipated profits, in the event of termination.

**13. PAYMENT:** Client shall be invoiced periodically for services performed. ~~Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the~~

~~maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.~~

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

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

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

**15. INDEMNITY:** Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found

to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

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

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



December 12, 2024

Mr. Stephen Sugg, PE, PTOE  
Christopher B. Burke Engineering, Ltd.  
9575 West Higgins Road Suite 600  
Rosemont, IL 60018-4920

**TESTING SERVICE CORPORATION**

**Corporate Office**

360 South Main Place, Carol Stream, IL 60188-2404  
Phone 630.462.2600

RE: P.N. 74,331A  
Geotechnical Exploration and  
Environmental Analysis for LPC-662/663

Culvert 716 Replacement  
River Road  
Lake Barrington, IL

Dear Mr. Sugg:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Geotechnical Engineering Services for the above-captioned project. It is in response to your email dated November 26, 2024. The objectives of the Geotechnical Exploration are to explore soil and groundwater conditions and provide recommendations for foundation design in connection with the proposed culvert replacement located about 3000 feet north of Kelsey Road.

An alternate is also included for Environmental Analysis in connection with IEPA LPC-662/663 forms.

Current plans call for the replacement of an existing culvert along Rollins Road which spans over Manitou Creek. It consists of a 144" arched corrugated metal pipe and is about 68 feet long. The replacement structure is likely to consist of a box culvert of equivalent size. Consideration may also be given to replacing the culvert with a single-span bridge.

**Boring Program:**

As requested, two (2) soil borings are to be taken as part of our Geotechnical Exploration. The borings are to be extended to 75 feet below existing grade. Total drilling footage on this basis is estimated to be about 150 lineal feet.

For the purposes of this proposal, we have assumed that the boring locations will be accessible to a conventional truck or ATV-mounted drill. In this regard, they should not be located in standing water, within wooded areas or on steeply sloping ground. No provisions have been made for tree/brush clearing or other obstruction removal should borehole access be impeded. Landscape restoration (if required) is also not included in the project budget.

TSC will utilize personnel who are trained in layout procedures to stake the borings in the field. Ground surface elevations for each borehole will be determined by GPS using a Trimble R12 GNSS receiver. Utility clearance for the borings will be obtained by contacting JULIE (Joint Utility Locating Information for Excavators). Private underground utility lines will have to be marked by the property owner or their agents; a private locator can be hired for an added cost if necessary.

Soil samples will primarily be obtained by split-spoon methods, with thin-walled tubes also taken if conditions dictate. Sampling will be performed at 2½-foot intervals for at least the first 15 feet (and greater if fill or unsuitable soil types extend below that depth as well as in cut or detention areas), to otherwise not exceed 5-foot intervals. A representative portion of the split-spoon samples will be



placed in a glass jar with a screw-type lid for transportation to our laboratory, along with select dual samples for analytical testing (if required). Groundwater observations will also be made during and following completion of drilling operations, with the boreholes to be backfilled immediately and any in pavement areas also patched at the surface.

### **Assumptions for Permits:**

It is understood that River Road (County Highway 4) is under Lake County jurisdiction and will require a county permit to perform the fieldwork within the county highway right-of-way. Please note that our cost estimate for this project is based on the assumption that TSC will be able to perform all borings and cores during weekdays (Monday through Friday) beginning no later than 8:00 AM and ending no sooner than 3:00 PM.

### **Traffic Control:**

The borings and core are located along River Road. It is anticipated that the shoulder and/or one traffic lane will have to be temporarily blocked at each boring/core location using professional traffic control with flagmen or specific traffic control measures. This proposal includes a provision for lane closures by a professional traffic control firm. If it is determined that traffic control is not needed you will not be charged for this service.

### **Laboratory Testing:**

Samples obtained from the borings will be examined by experienced laboratory personnel in order to verify field descriptions as well as to visually classify in accordance with the Unified Soil Classification System. Laboratory testing will include moisture content and dry unit weight determinations as well as measurements of unconfined compressive strength by direct or indirect methods, as appropriate. Other tests deemed to be necessary by TSC's Project Engineer may also be recommended for your approval.

### **Engineering Report:**

A geotechnical engineering report will be prepared upon completion of field and laboratory testing, to include typed boring logs and a location plan. The report will provide a summary of soil and groundwater conditions as well as address their impact on the proposed site development. It will also provide recommendations to guide design and specification preparation pertaining to geotechnical issues relevant to the structure or purpose described in this proposal. These may include the following as applicable:

- General earthwork and construction considerations.
- Remedial work and/or treatment of unstable or unsuitable soil types.
- Fill placement and compaction requirements.
- Foundation type, capacity and depth/elevation.
- Anticipation and management of groundwater.

## **POTENTIALLY IMPACTED PROPERTY (PIP) EVALUATION & ENVIRONMENTAL SOIL ANALYSIS FOR IEPA LPC-662 OR LPC-663 FORM:**

Testing Service Corporation (TSC) will perform a "Potentially Impacted Property" (PIP) evaluation for completion of the LPC-662 Form and, if necessary, provide sampling and laboratory analyses for completion of the LPC-663 Form.

Uncontaminated soil including uncontaminated soil mixed with clean construction or demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51(f)(2)(B)]. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51a(d)(2)(B)]. These certifications must be made by a licensed professional engineer or geologist (PE/PG) using the attached Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a "Potentially Impacted Property" (PIP) based on review of readily ascertainable property history, environmental databases and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

### **STEP ONE: Potentially Impacted Property (PIP) Evaluation**

TSC will evaluate current Federal and State environmental agency records for the site by obtaining a First Radius Map Report from Environmental Data Resources, Inc. (EDR). Review of the Radius Map Report assists in identifying potential contamination sources from the project site as well as nearby properties which may cause it to be considered a PIP. TSC will also perform a site reconnaissance to evaluate it and the surrounding area for evidence of the use or release of hazardous substances or petroleum products. Soil samples collected from the borings will be analyzed for pH.

Based on the results of this review, the TSC Professional Geologist will conclude if the source site is a PIP. If the source site is not identified as a PIP and pH analysis meet IEPA requirements, TSC will prepare a letter discussing the reviewed information and recommend that the Owner or Operator sign the LPC-662 Form certifying that the site is not a PIP and the soil is presumed to be uncontaminated. This form is acceptable at most of the Uncontaminated Soil Fill Operation (USFO/CCDD) facilities.

### **STEP TWO: LPC-663 Analytical Testing (if required)**

In the event that the source site (or portions thereof) is identified as a PIP, the owner is unwilling to sign the LPC-662 form or the prospective USFO/CCDD facility selected for disposal of the soil requires analysis for acceptance of it, TSC will perform additional soil analysis for completion of the LPC-663 form at additional costs outlined in this proposal. Soil samples are to be collected from zones to be excavated as part of the proposed site improvements. Immediately upon removing the soil from the sampler, a representative portion will be placed in a clean glass sample jar and kept cool for possible analytical testing. A second portion will be broken up to maximize surface area and placed in a separate clean jar which is covered with an aluminum foil liner. A headspace analysis will be performed on the second samples, i.e. a photo-ionization detector (PID) used to check for the presence of volatile organic vapors.

**The number of samples analyzed and the parameters of the analytical testing will be based upon the Potentially Impacted Property evaluation.** For proposal purposes, it is assumed that two (2) samples will be analyzed for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), polynuclear aromatic hydrocarbons (PNAs), total RCRA Metals, iron, and pH. If additional samples or analytical parameters are appropriate in the judgement of the PE/PG based on the records review, site reconnaissance or PID screening, additional samples will be collected at that time with the costs of analysis to be discussed with the client prior to analysis. Selected samples will be placed in laboratory supplied jars or vials and properly preserved in a cooler on ice. They will be shipped to an analytical laboratory following standard chain-of-custody procedures.

The list of analytical parameters noted is acceptable at the majority of local CCDD/USFO facilities although analysis of additional parameters may be required by some USFO facilities. In particular, Thelen Sand & Gravel requires analysis of additional parameters and number of samples based on volume. In order to meet the volume requirements Thelen Sand & Gravel requires a minimum of two (2) soil tests for the first 500 cubic yards of soil disposed, and an additional soil test for each additional 1,00 cubic yards of soil disposed. If possible, we recommend that the USFO/CCDD facility destination to be used for a particular project be contacted to verify that the analytical parameters proposed will be sufficient. Additional cost for analysis of the full MAC list is listed as an optional item in the Cost Estimate.

The analytical results will be compared to Maximum Allowable Concentrations of Chemical Constituents in Uncontaminated Soil Used as Fill Material At Regulated Fill Operations (MACs) as presented in 35 IAC 1100.Subpart F.

It should be noted that if one or more total metals concentrations exceed their respective MAC, addition analysis of the TCLP or SPLP extract may be performed for those metals. In accordance with 35IAC1100.610(b)(3)(C) and as an alternative to the MAC value, compliance verification may be determined by comparing soil sample extraction results by TCLP or SPLP to the respective TACO Class 1 Soil Component of the Groundwater Ingestion Exposure Route Objective in 35IAC742 Appendix B, Table A. TSC will perform this additional analysis if all other parameters with the exception of the metal(s) meet the MACs.

A summary report will be prepared which describes the sampling procedures and results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The LPC-663 Form will be included as an attachment to the summary report.

Please note that our signing of Form LPC-663 is contingent upon all constituents meeting their respective MACs. If any constituent exceeds the MACs, the Licensed Professional Engineer or Geologist will not be able to certify the soil as uncontaminated. In that event, additional analysis may be required in connection with disposal at a Subtitle D landfill, at additional cost for consulting, analytical testing and completion of the waste profile.

### **Fees and Scope:**

In accordance with the first Cost Estimate attached, TSC is proposing a not-to-exceed budget amount of **Nineteen Thousand Four Hundred and Fifty Dollars (\$ 19,450.00)** to provide the Geotechnical Exploration outlined above. This is based on the understanding that the boring locations are accessible to conventional drilling equipment and the work can be performed during standard business hours. Our fees are further subject to this proposal being accepted by you on or before May 31, 2025.

The PIP evaluation with pH analysis for completion of the LPC-662 Form would be One Thousand Six Hundred and Fifty Dollars (\$1,650.00). If the PIP evaluation indicates the need for analytical testing, this additional analysis and completion of the associated LPC-663 Form would add an estimated Two Thousand One Hundred and Sixty Dollars (\$2,160.00). This results in a total environmental budget amount of up to Three Thousand Eight Hundred and Ten Dollars (\$3,810.00) per a second Cost Estimate attached.

Should the study reveal unexpected subsurface conditions requiring a change in the scope of work, you will be contacted before we proceed with any additional work. Our invoice would then be based on our standard unit rates given in the attached Cost Estimates or as otherwise agreed upon. While our quoted fee does not include earthwork, excavation, and/or footing observations during the construction phase, the project budget should include a provision for these services. Plan review, preconstruction meetings and/or other consulting and professional services that are provided subsequent to the delivery of TSC's report would be covered by separate invoice.

### **Closure:**

The geotechnical engineering and environmental services being performed are subject to TSC's attached General Conditions. TSC charges include all state and federal taxes that may be required. However, unless stated otherwise they do not include license, permit or bond fees that local governments may impose, if any to potentially be added to our invoice. The invoice(s) will be sent to the following unless written instructions to the contrary are received:

Mr. Stephen Sugg, PE, PTOE  
Christopher B. Burke Engineering, Ltd.  
9575 West Higgins Road Suite 600  
Rosemont, IL 60018-4920  
Tel: (847) 823-0500  
Email: ssugg@cbbel.com

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream, Illinois office. It would be helpful if you could also complete the attached Project Data form indicating who is to receive copies of TSC's report and other related information.



Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted,

TESTING SERVICE CORPORATION

A handwritten signature in blue ink, appearing to read "T. Peceniak", is written over a horizontal line.

Timothy R. Peceniak, P.E.  
Geotechnical Engineer

Enc: Cost Estimates  
General Conditions  
Project Data Sheet

PLEASE CHECK IF DESIRED

☐ Potentially Impacted Property Evaluation (PIP) AND LPC-662/663 ANALYSIS

Approved and accepted for \_\_\_\_\_ by:

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

CBBEL Project Number: \_ \_ \_ . \_ \_ \_ \_ \_ . \_ \_ \_ \_ \_

Please fill out the Project Data Sheet at the end of this document



**COST ESTIMATE**  
**Culvert 716 Replacement**  
**River Road**  
**Lake Barrington, IL**

ITEM		UNIT	QTY	RATE	COST
<b>STAKING AND UTILITY CLEARANCE</b>					
1.1	Layout Person to Mark Boring Locations, Obtain Surface Elevations and Arrange for Clearance of Underground Utilities	Hour	3.5	120.00	\$ 420.00
1.2	Utility Locator to Mark Private Underground Lines incl. Inside Existing Buildings	Cost + 10%	0	Est. 800.00	\$ 0.00
1.3	Engineer to Prepare and Submit Permit	Lump Sum	1	450.00	\$ 450.00
<b>DRILLING AND SAMPLING (Includes taking LPC 662/663 Samples)</b>					
2.1	Drill Mounted on Truck or ATV with Two-Person Crew (Portal-to-Portal)	Lump Sum	1	8,000.00	\$ 8,000.00
<b>TRAFFIC CONTROL</b>					
3.1	2-Man Flagging Crew, Regular Time (Portal to Portal), minimum 6.0 Hours	Hour	16	340.00	\$ 5,440.00
3.2	2-Man Flagging Crew, Overtime	Hour	2	425.00	\$ 850.00
<b>LABORATORY TESTING</b>					
4.1	Examine Samples to Describe by Textural System and Classify Using the Unified Soil Classification System	Each	42	5.00	\$ 210.00
4.2	Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	40	9.00	\$ 360.00
4.3	Unconfined Compressive Strength of Cohesive Soils (or Torvane Shear Strength Measurement)	Each	10	18.00	\$ 180.00
4.4	Dry Unit Weight Determination	Each	5	9.00	\$ 45.00
<b>ENGINEERING SERVICES</b>					
5.1	Prepare Geotechnical Report with Typed Boring Logs and Location Plan	Lump Sum	1	2,100.00	\$ 2,100.00
5.2	Senior Geotechnical Engineer to Consult or Attend Project Meetings	Hour	8.0	175.00	\$ 1,400.00
ESTIMATED TOTAL					\$ 19,455.00
RECOMMENDED BUDGET					\$ 19,450.00

**COST ESTIMATE**  
**PIP EVALUATION FOR LPC-662 AND LPC-663 ANALYSIS**

ITEM		UNITS	QTY	RATE	COST
<b>STEP 1: RECORDS REVIEW, SITE RECONNAISSANCE &amp; PH ANALYSIS FOR PIP EVALUATION</b>					
1.1	PIP Evaluation, Select Samples for Analysis & Completion of LPC-662 Form for Owners Signature if Site is not Identified as a PIP.	Lump Sum	1	1,500.00	\$ 1,500.00
1.2	Environmental Personnel to Screen Samples with PID	Hour	1	150.00	\$ 150.00
<b>STEP 2: IF A PIP IS IDENTIFIED, BELOW ARE ADDITIONAL COSTS FOR LPC-663 ANALYSIS</b>					
<b>ANALYTICAL TESTING FOR LPC-663 FORM</b>					
2.1	VOCs, SVOCs, PNAs, RCRA Metals, Iron & pH @ Standard 5 to 7 Business Day Turnaround (Analysis Dependent on Contaminants of Concern Identified in PIP Evaluation)	Each	2	680.00	\$ 1,360.00
2.2	Surcharge for Expedited 2-3 Business Day Turnaround	Each	0	100%	\$ 0.00
2.3	TCLP/SPLP Analysis of Metals which exceed MACs, if required. (Cost dependent on specific metals analyzed)	Each	2	150.00	\$ 300.00
2.4	Analytical testing for full MAC list, required at some CCDD/USFO facilities @ Standard 5 to 7 Business Day Turnaround	Each	0	1,750.00	\$ 0.00
2.5	Added Drilling Charge for Obtaining Select Dual Samples for Analytical Testing	Lump Sum	1		\$ 0.00
<b>REPORTING SERVICES</b>					
3.1	Professional Geologist for Project Management and Prepare Summary Report, with P.G. Signed Form LPC-663, if uncontaminated.	Lump Sum	1	500.00	\$ 500.00
3.2	Additional Analytical Testing and Completion of Waste Profile if Soil is Landfilled	Est.	0.0	2,000.00	\$ 0.00
	<b>ESTIMATED COST OF PIP EVALUATION AND LPC-662 FORM</b>				\$ 1,650.00
	<b>ADDITIONAL ESTIMATED COST OF SERVICES FOR COMPLETION OF LPC-663 FORM IF PIP IS IDENTIFIED (STANDARD TAT):</b>				\$ 2,160.00
	<b>ESTIMATED TOTAL COST FOR PIP EVALUATION &amp; LPC-663 SERVICES (STANDARD TAT):</b>				\$ 3,810.00



**TESTING SERVICE CORPORATION**

**PROJECT DATA SHEET**

**CBBEL Project Number:**    \_ \_ \_ . \_ \_ \_ \_ \_ . \_ \_ \_ \_ \_

Project Info		Changes (If needed)
Name:	Culvert 716 Replacement	
Address:	River Road	
City/State/Zip:	Lake Barrington, IL	
Project Manager:	Timothy Peceniak	
Email:	trp@tsccorp.com	
Telephone:	(630)-784-4079	

Invoicing	
To:	Accounts Payable
Email:	ap@cbbel.com





## TESTING SERVICE CORPORATION

# GENERAL CONDITIONS

## Geotechnical and Construction Services

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

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

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

**4. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.

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

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

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

perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

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

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

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

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

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

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

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

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

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

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





## TESTING SERVICE CORPORATION

# GENERAL CONDITIONS ENVIRONMENTAL SERVICES

**1. PARTIES AND SCOPE OF WORK:** "This Agreement" consists of Testing Service Corporation's ("TSC") proposal, TSC's Schedule of Fees and Services, client's written acceptance thereof, if accepted by TSC, and these General Conditions. The terms contained in these General Conditions are intended to prevail over any conflicting terms in this Agreement. "Client" refers to the person or entity ordering the work to be done or professional services to be rendered by TSC (except where distinction is necessary, either work or professional services are referred to as "services" herein). If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for client's intended purpose. ~~Client shall communicate these General Conditions to each and every third party to whom the Client transmits any report prepared by TSC.~~ Unless otherwise expressly assumed in writing, TSC shall have no duty to any third party, and in no event shall TSC have any duty or obligation other than those duties and obligations expressly set forth in this Agreement. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

**2. HAZARDOUS SUBSTANCES:** TSC's professional services shall include limited visual observation, laboratory analyses or physical testing for the purpose of detection, quantification or identification of the extent, if any, of the presence of hazardous substances, materials or waste, petroleum products, asbestos-containing materials or lead based paint as specifically set forth in TSC's proposal. Hazardous materials, substances or waste (all cumulatively referred to herein as "hazardous substances") include those defined as such in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., ("CERCLA"), the Resource Conservation Recovery Act, 42 U.S.C. § 6901 et seq., as amended, ("RCRA") or by a state or Federal Environmental Protection Agency ("EPA"), including but not limited to §§ 3.14 - 3.15 of the Illinois Environmental Protection Act, 415 ILCS 5/3.14 and 3.15 (West, 1994). "Contaminants" as used herein shall refer to hazardous substances, asbestos-containing materials, petroleum products, lead based paint and the like. "Polluted" as used herein shall mean containing contaminants. Unless specifically set forth in TSC's proposal, nothing contained in this agreement shall, however, be construed or interpreted as requiring TSC to assume the status of a generator, transporter,

treater, storer, as those terms appear within RCRA or within any Federal or state statute or regulation. Client assumes full responsibility of compliance with CERCLA, RCRA and any other Federal or state statute or regulation governing the generation, handling, storage, transportation, treatment and disposal of contaminants or other refuse.

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

**4. ACCESS TO SITE:** Client will arrange and provide access to each site upon which it will be necessary for TSC to perform its services pursuant to this agreement. In the event services are required on any site not owned by Client, Client represents and warrants to TSC that Client has obtained all necessary permissions for TSC to enter upon the site and conduct its services. Client shall, upon request, provide TSC with evidence of such permission, as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in form acceptable to TSC. Client acknowledges that it is not TSC's responsibility to notify any such property owner or tenant of the discovery of actual or suspected contaminants. Client further recognizes that knowledge of such suspected or actual condition may result in a reduction in a property's value and may provide incentive to owners of properties affected to initiate legal action against Client and/or others. Any work performed by TSC with respect to obtaining permission to enter upon and perform professional services on the lands of others as well as any work performed by TSC pursuant to this agreement, shall be deemed as being done on behalf of Client, and Client agrees to assume all risks thereof. TSC shall take reasonable measures and precautions to minimize damage to each site and any improvements thereon resulting from its work and the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage that may occur. If Client or the possessor of any interest in any site desires or requires TSC to restore the site to its former condition, upon written request from Client, TSC will perform such additional work as is necessary to do so, and Client agrees to pay TSC the costs thereof plus TSC's normal mark up for overhead and profit.

**5. CLIENT'S DUTY TO NOTIFY TSC:** ~~Client represents and warrants that~~ Client has advised TSC of any known or suspected contaminants, utility lines and underground structures at any site at which TSC is to perform services under this agreement. Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses,

including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to TSC's performance of its services and resulting to or caused by contact with sub-surface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to TSC by Client. In the event that TSC's undertaking includes contacting a public utility locating agency, its responsibility shall not extend to warranty the accuracy of the information so obtained.

**6. DISCOVERY OF UNANTICIPATED CONTAMINANTS:** The discovery of certain contaminants may make it necessary for TSC to take immediate measures to protect health and safety. TSC agrees to notify Client as soon as practically possible should such contaminants be suspected or discovered. Client agrees to reimburse TSC for the reasonable cost of implementing such measures under the circumstances.

**7. LIMITATIONS OF PROCEDURES, EQUIPMENT AND TESTS:** Information obtained from borings, observations, and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence with respect to the detection, quantification and identification of contaminants, but any inference or conclusion based thereon is, necessarily, an opinion also based on professional judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site. The presence and extent of contaminants as well as the levels of groundwater may fluctuate within the site due to climatic and other variations and, unless thorough sampling and testing are conducted over an extended period of time, contaminants contained within the site may escape detection. A site at which contaminants are not found to exist, or at the time of inspection do not, in fact, exist, may later, due to intervening causes, such as natural groundwater flows or human activities, become polluted. There is a risk that sampling techniques may themselves result in pollution of certain sub-surface areas such as when a probe or boring device moves through an area containing contaminants linking it to an aquifer, underground stream or other hydrous body not previously polluted. Because the risks set forth in this paragraph are unavoidable and because the sampling techniques to be employed are a necessary aspect of TSC's work on client's behalf, Client agrees to assume these risks.

**8. SOIL AND SAMPLE DISPOSAL:** Unless otherwise agreed in writing, soils known at the time to be polluted will be left on the site for proper disposal by Client; and samples removed by TSC to its laboratory, upon completion of testing, will be disposed by TSC in an approved manner or returned to the site for disposal by others.



**9. MONITORING:** If TSC is retained by Client to provide a site representative for the purpose of monitoring portions of site cleanup or other field activities, TSC will report its observations and test results as more specifically set forth elsewhere in this agreement. In such cases, TSC's services shall not include (i) determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored; (ii) evaluating, reporting or affecting job conditions concerning health, safety or welfare; (iii) the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate to excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and project managers.

**10. RECOMMENDATIONS:** If TSC's services include making recommendations for further exploration, clean-up or remediation of a site or the improvements thereon, Client shall cause all tests and inspections of the site and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been rigorously followed.

**11. CLEAN UP:** If TSC is retained by Client to physically perform the work of clean up of a site through its own forces or those of subcontractors, Client shall obtain all necessary permits and generator identification numbers. In such cases Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses, including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to TSC's performance of its services and resulting to or caused by the generation, transportation, treatment, storage or disposal of contaminants, except to the extent of the negligent performance by TSC of the duties undertaken by TSC, if any.

**12. TERMINATION:** This agreement may be terminated by either party upon seven (7) day's prior written notice. In the event of termination, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. In the event that TSC has agreed to provide clean up services pursuant to paragraph 10 of this Agreement, TSC shall be entitled to recover anticipated profits, in the event of termination.

**13. PAYMENT:** Client shall be invoiced periodically for services performed. ~~Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the~~

~~maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.~~

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

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

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

**15. INDEMNITY:** Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found

to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

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

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



December 12, 2024

Mr. Stephen Sugg, PE, PTOE  
Christopher B. Burke Engineering, Ltd.  
9575 West Higgins Road Suite 600  
Rosemont, IL 60018-4920

**TESTING SERVICE CORPORATION**

**Corporate Office**

360 South Main Place, Carol Stream, IL 60188-2404  
Phone 630.462.2600

RE: P.N. 74,332A  
Geotechnical Exploration and  
Environmental Analysis for LPC-662/663

Culvert 765 Replacement  
Rollins Road  
Fox Lake, IL

Dear Mr. Sugg:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Geotechnical Engineering Services for the above-captioned project. It is in response to your email dated November 26, 2024. The objectives of the Geotechnical Exploration are to explore soil and groundwater conditions and provide recommendations for foundation design in connection with the proposed culvert replacement located about 2700 feet west of Wilson Road.

An alternate is also included for Environmental Analysis in connection with IEPA LPC-662/663 forms.

Current plans call for the replacement of an existing culvert along Rollins Road which spans over Manitou Creek. It consists of a 98" diameter corrugated structural plate arch culvert and is about 100 feet long. The replacement structure is likely to consist of a box culvert of equivalent size. Consideration may also be given to replacing the culvert with a single-span bridge.

**Boring Program:**

As requested, two (2) soil borings are to be taken as part of our Geotechnical Exploration. The borings are to be extended to 75 feet below existing grade. Total drilling footage on this basis is estimated to be about 150 lineal feet.

For the purposes of this proposal, we have assumed that the boring locations will be accessible to a conventional truck or ATV-mounted drill. In this regard, they should not be located in standing water, within wooded areas or on steeply sloping ground. No provisions have been made for tree/brush clearing or removal of other obstructions should borehole access be impeded. Landscape restoration (if required) is also not included in the project budget.

TSC will utilize personnel who are trained in layout procedures to stake the borings in the field. Ground surface elevations for each borehole will be determined by GPS using a Trimble R12 GNSS receiver. Utility clearance for the borings will be obtained by contacting JULIE (Joint Utility Locating Information for Excavators). Private underground utility lines will have to be marked by the property owner or their agents; a private locator can be hired for an added cost if necessary.

Soil samples will primarily be obtained by split-spoon methods, with thin-walled tubes also taken if conditions dictate. Sampling will be performed at 2½-foot intervals for at least the first 15 feet (and greater if fill or unsuitable soil types extend below that depth as well as in cut or detention areas), to otherwise not exceed 5-foot intervals. A representative portion of the split-spoon samples will be



placed in a glass jar with a screw-type lid for transportation to our laboratory, along with select dual samples for analytical testing (if required). Groundwater observations will also be made during and following completion of drilling operations, with the boreholes to be backfilled immediately and any in pavement areas also patched at the surface.

### **Assumptions for Permits:**

It is understood that Rollins Road (County Highway A20) is under Lake County jurisdiction and will require a county permit to perform the fieldwork within the county highway right-of-way. Please note that our cost estimate for this project is based on the assumption that TSC will be able to perform all borings and cores during weekdays (Monday through Friday) beginning no later than 8:00 AM and ending no sooner than 3:00 PM.

### **Traffic Control:**

The borings and core are located along Rollins Road. It is anticipated that the shoulder and/or one traffic lane will have to be temporarily blocked at each boring/core location using professional traffic control with flagmen or specific traffic control measures. This proposal includes a provision for lane closures by a professional traffic control firm. If it is determined that traffic control is not needed you will not be charged for this service.

### **Laboratory Testing:**

Samples obtained from the borings will be examined by experienced laboratory personnel in order to verify field descriptions as well as to visually classify in accordance with the Unified Soil Classification System. Laboratory testing will include moisture content and dry unit weight determinations as well as measurements of unconfined compressive strength by direct or indirect methods, as appropriate. Other tests deemed to be necessary by TSC's Project Engineer may also be recommended for your approval.

### **Engineering Report:**

A geotechnical engineering report will be prepared upon completion of field and laboratory testing, to include typed boring logs and a location plan. The report will provide a summary of soil and groundwater conditions as well as address their impact on the proposed site development. It will also provide recommendations to guide design and specification preparation pertaining to geotechnical issues relevant to the structure or purpose described in this proposal. These may include the following as applicable:

- General earthwork and construction considerations.
- Remedial work and/or treatment of unstable or unsuitable soil types.
- Fill placement and compaction requirements.
- Foundation type, capacity and depth/elevation.
- Anticipation and management of groundwater.

## **POTENTIALLY IMPACTED PROPERTY (PIP) EVALUATION & ENVIRONMENTAL SOIL ANALYSIS FOR IEPA LPC-662 OR LPC-663 FORM:**

Testing Service Corporation (TSC) will perform a "Potentially Impacted Property" (PIP) evaluation for completion of the LPC-662 Form and, if necessary, provide sampling and laboratory analyses for completion of the LPC-663 Form.

Uncontaminated soil including uncontaminated soil mixed with clean construction or demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51(f)(2)(B)]. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51a(d)(2)(B)]. These certifications must be made by a licensed professional engineer or geologist (PE/PG) using the attached Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a "Potentially Impacted Property" (PIP) based on review of readily ascertainable property history, environmental databases and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

### **STEP ONE: Potentially Impacted Property (PIP) Evaluation**

TSC will evaluate current Federal and State environmental agency records for the site by obtaining a First Radius Map Report from Environmental Data Resources, Inc. (EDR). Review of the Radius Map Report assists in identifying potential contamination sources from the project site as well as nearby properties which may cause it to be considered a PIP. TSC will also perform a site reconnaissance to evaluate it and the surrounding area for evidence of the use or release of hazardous substances or petroleum products. Soil samples collected from the borings will be analyzed for pH.

Based on the results of this review, the TSC Professional Geologist will conclude if the source site is a PIP. If the source site is not identified as a PIP and pH analysis meet IEPA requirements, TSC will prepare a letter discussing the reviewed information and recommend that the Owner or Operator sign the LPC-662 Form certifying that the site is not a PIP and the soil is presumed to be uncontaminated. This form is acceptable at most of the Uncontaminated Soil Fill Operation (USFO/CCDD) facilities.

### **STEP TWO: LPC-663 Analytical Testing (if required)**

In the event that the source site (or portions thereof) is identified as a PIP, the owner is unwilling to sign the LPC-662 form or the prospective USFO/CCDD facility selected for disposal of the soil requires analysis for acceptance of it, TSC will perform additional soil analysis for completion of the LPC-663 form at additional costs outlined in this proposal. Soil samples are to be collected from zones to be excavated as part of the proposed site improvements. Immediately upon removing the soil from the sampler, a representative portion will be placed in a clean glass sample jar and kept cool for possible analytical testing. A second portion will be broken up to maximize surface area and placed in a separate clean jar which is covered with an aluminum foil liner. A headspace analysis will be performed on the second samples, i.e. a photo-ionization detector (PID) used to check for the presence of volatile organic vapors.

**The number of samples analyzed and the parameters of the analytical testing will be based upon the Potentially Impacted Property evaluation.** For proposal purposes, it is assumed that two (2) samples will be analyzed for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), polynuclear aromatic hydrocarbons (PNAs), total RCRA Metals, iron, and pH. If additional samples or analytical parameters are appropriate in the judgement of the PE/PG based on the records review, site reconnaissance or PID screening, additional samples will be collected at that time with the costs of analysis to be discussed with the client prior to analysis. Selected samples will be placed in laboratory supplied jars or vials and properly preserved in a cooler on ice. They will be shipped to an analytical laboratory following standard chain-of-custody procedures.

The list of analytical parameters noted is acceptable at the majority of local CCDD/USFO facilities although analysis of additional parameters may be required by some USFO facilities. In particular, Thelen Sand & Gravel requires analysis of additional parameters and number of samples based on volume. In order to meet the volume requirements Thelen Sand & Gravel requires a minimum of two (2) soil tests for the first 500 cubic yards of soil disposed, and an additional soil test for each additional 1,00 cubic yards of soil disposed. If possible, we recommend that the USFO/CCDD facility destination to be used for a particular project be contacted to verify that the analytical parameters proposed will be sufficient. Additional cost for analysis of the full MAC list is listed as an optional item in the Cost Estimate.

The analytical results will be compared to Maximum Allowable Concentrations of Chemical Constituents in Uncontaminated Soil Used as Fill Material At Regulated Fill Operations (MACs) as presented in 35 IAC 1100.Subpart F.

It should be noted that if one or more total metals concentrations exceed their respective MAC, addition analysis of the TCLP or SPLP extract may be performed for those metals. In accordance with 35IAC1100.610(b)(3)(C) and as an alternative to the MAC value, compliance verification may be determined by comparing soil sample extraction results by TCLP or SPLP to the respective TACO Class 1 Soil Component of the Groundwater Ingestion Exposure Route Objective in 35IAC742 Appendix B, Table A. TSC will perform this additional analysis if all other parameters with the exception of the metal(s) meet the MACs.

A summary report will be prepared which describes the sampling procedures and results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The LPC-663 Form will be included as an attachment to the summary report.

Please note that our signing of Form LPC-663 is contingent upon all constituents meeting their respective MACs. If any constituent exceeds the MACs, the Licensed Professional Engineer or Geologist will not be able to certify the soil as uncontaminated. In that event, additional analysis may be required in connection with disposal at a Subtitle D landfill, at additional cost for consulting, analytical testing and completion of the waste profile.

## **Fees and Scope:**

In accordance with the first Cost Estimate attached, TSC is proposing a not-to-exceed budget amount of **Nineteen Thousand Four Hundred and Fifty Dollars (\$ 19,450.00)** to provide the Geotechnical Exploration outlined above. This is based on the understanding that the boring locations are accessible to conventional drilling equipment and the work can be performed during standard business hours. Our fees are further subject to this proposal being accepted by you on or before May 31, 2025.

The PIP evaluation with pH analysis for completion of the LPC-662 Form would be One Thousand Six Hundred and Fifty Dollars (\$1,650.00). If the PIP evaluation indicates the need for analytical testing, this additional analysis and completion of the associated LPC-663 Form would add an estimated Two Thousand One Hundred and Sixty Dollars (\$2,160.00). This results in a total environmental budget amount of up to Three Thousand Eight Hundred and Ten Dollars (\$3,810.00) per a second Cost Estimate attached.

Should the study reveal unexpected subsurface conditions requiring a change in the scope of work, you will be contacted before we proceed with any additional work. Our invoice would then be based on our standard unit rates given in the attached Cost Estimates or as otherwise agreed upon. While our quoted fee does not include earthwork, excavation, and/or footing observations during the construction phase, the project budget should include a provision for these services. Plan review, preconstruction meetings and/or other consulting and professional services that are provided subsequent to the delivery of TSC's report would be covered by separate invoice.

## **Closure:**

The geotechnical engineering and environmental services being performed are subject to TSC's attached General Conditions. TSC charges include all state and federal taxes that may be required. However, unless stated otherwise they do not include license, permit or bond fees that local governments may impose, if any to potentially be added to our invoice. The invoice(s) will be sent to the following unless written instructions to the contrary are received:

Mr. Stephen Sugg, PE, PTOE  
Christopher B. Burke Engineering, Ltd.  
9575 West Higgins Road Suite 600  
Rosemont, IL 60018-4920  
Tel: (847) 823-0500  
Email: ssugg@cbbel.com

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream, Illinois office. It would be helpful if you could also complete the attached Project Data form indicating who is to receive copies of TSC's report and other related information.





Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted,

TESTING SERVICE CORPORATION

A handwritten signature in blue ink, appearing to read "T. Peceniak", is written over a light blue horizontal line.

Timothy R. Peceniak, P.E.  
Geotechnical Engineer

Enc: Cost Estimates  
General Conditions  
Project Data Sheet

PLEASE CHECK IF DESIRED

☐ Potentially Impacted Property Evaluation (PIP) AND LPC-662/663 ANALYSIS

Approved and accepted for \_\_\_\_\_ by:

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

CBBEL Project Number: \_ \_ \_ . \_ \_ \_ \_ \_ . \_ \_ \_ \_ \_

Please fill out the Project Data Sheet at the end of this document



**COST ESTIMATE**  
Culvert 765 Replacement  
Rollins Road  
Fox Lake, IL

ITEM		UNIT	QTY	RATE	COST
<b>STAKING AND UTILITY CLEARANCE</b>					
1.1	Layout Person to Mark Boring Locations, Obtain Surface Elevations and Arrange for Clearance of Underground Utilities	Hour	3.5	120.00	\$ 420.00
1.2	Utility Locator to Mark Private Underground Lines incl. Inside Existing Buildings	Cost + 10%	0	Est. 800.00	\$ 0.00
1.3	Engineer to Prepare and Submit Permit	Lump Sum	1	450.00	\$ 450.00
<b>DRILLING AND SAMPLING (Includes taking LPC 662/663 Samples and Pavement Core)</b>					
2.1	Drill Mounted on Truck or ATV with Two-Person Crew (Portal-to-Portal)	Lump Sum	1	8,000.00	\$ 8,000.00
<b>TRAFFIC CONTROL</b>					
3.1	2-Man Flagging Crew, Regular Time (Portal to Portal), minimum 6.0 Hours	Hour	16	340.00	\$ 5,440.00
3.2	2-Man Flagging Crew, Overtime	Hour	2	425.00	\$ 850.00
<b>LABORATORY TESTING</b>					
3.1	Examine Samples to Describe by Textural System and Classify Using the Unified Soil Classification System	Each	42	5.00	\$ 210.00
3.2	Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	40	9.00	\$ 360.00
3.3	Unconfined Compressive Strength of Cohesive Soils (or Torvane Shear Strength Measurement)	Each	10	18.00	\$ 180.00
3.4	Dry Unit Weight Determination	Each	5	9.00	\$ 45.00
<b>ENGINEERING SERVICES</b>					
5.1	Prepare Geotechnical Report with Typed Boring Logs and Location Plan	Lump Sum	1	2,100.00	\$ 2,100.00
5.2	Senior Geotechnical Engineer to Consult or Attend Project Meetings	Hour	8.0	175.00	\$ 1,400.00
ESTIMATED TOTAL					\$ 19,455.00
RECOMMENDED BUDGET					\$ 19,450.00



COST ESTIMATE  
PIP EVALUATION FOR LPC-662 AND LPC-663 ANALYSIS

ITEM		UNITS	QTY	RATE	COST
<b>STEP 1: RECORDS REVIEW, SITE RECONNAISSANCE &amp; PH ANALYSIS FOR PIP EVALUATION</b>					
1.1	PIP Evaluation, Select Samples for Analysis & Completion of LPC-662 Form for Owners Signature if Site is not Identified as a PIP.	Lump Sum	1	1,500.00	\$ 1,500.00
1.2	Environmental Personnel to Screen Samples with PID	Hour	1	150.00	\$ 150.00
<b>STEP 2: IF A PIP IS IDENTIFIED, BELOW ARE ADDITIONAL COSTS FOR LPC-663 ANALYSIS</b>					
<b>ANALYTICAL TESTING FOR LPC-663 FORM</b>					
2.1	VOCs, SVOCs, PNA's, RCRA Metals, Iron & pH @ Standard 5 to 7 Business Day Turnaround (Analysis Dependent on Contaminants of Concern Identified in PIP Evaluation)	Each	2	680.00	\$ 1,360.00
2.2	Surcharge for Expedited 2-3 Business Day Turnaround	Each	0	100%	\$ 0.00
2.3	TCLP/SPLP Analysis of Metals which exceed MACs, if required. (Cost dependent on specific metals analyzed)	Each	2	150.00	\$ 300.00
2.4	Analytical testing for full MAC list, required at some CCDD/USFO facilities @ Standard 5 to 7 Business Day Turnaround	Each	0	1,750.00	\$ 0.00
2.5	Added Drilling Charge for Obtaining Select Dual Samples for Analytical Testing	Lump Sum	1		\$ 0.00
<b>REPORTING SERVICES</b>					
3.1	Professional Geologist for Project Management and Prepare Summary Report, with P.G. Signed Form LPC-663, if uncontaminated.	Lump Sum	1	500.00	\$ 500.00
3.2	Additional Analytical Testing and Completion of Waste Profile if Soil is Landfilled	Est.	0.0	2,000.00	\$ 0.00
<b>ESTIMATED COST OF PIP EVALUATION AND LPC-662 FORM</b>					\$ 1,650.00
<b>ADDITIONAL ESTIMATED COST OF SERVICES FOR COMPLETION OF LPC-663 FORM IF PIP IS IDENTIFIED (STANDARD TAT):</b>					\$ 2,160.00
<b>ESTIMATED TOTAL COST FOR PIP EVALUATION &amp; LPC-663 SERVICES (STANDARD TAT):</b>					\$ 3,810.00



**TESTING SERVICE CORPORATION**

**PROJECT DATA SHEET**

**CBBEL Project Number:**    \_ \_ \_ . \_ \_ \_ \_ \_ . \_ \_ \_ \_ \_

Project Info		Changes (If needed)
Name:	Culvert 765 Replacement	
Address:	Rollins Road	
City/State/Zip:	Fox Lake, IL	
Project Manager:	Timothy Peceniak	
Email:	trp@tsccorp.com	
Telephone:	(630)-784-4079	

Invoicing	
To:	Accounts Payable
Email:	ap@cbbel.com





## TESTING SERVICE CORPORATION

# GENERAL CONDITIONS

## Geotechnical and Construction Services

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

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

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

**4. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.

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

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

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

perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

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

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

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

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

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

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

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

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

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

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





## TESTING SERVICE CORPORATION

# GENERAL CONDITIONS ENVIRONMENTAL SERVICES

**1. PARTIES AND SCOPE OF WORK:** "This Agreement" consists of Testing Service Corporation's ("TSC") proposal, TSC's Schedule of Fees and Services, client's written acceptance thereof, if accepted by TSC, and these General Conditions. The terms contained in these General Conditions are intended to prevail over any conflicting terms in this Agreement. "Client" refers to the person or entity ordering the work to be done or professional services to be rendered by TSC (except where distinction is necessary, either work or professional services are referred to as "services" herein). If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for client's intended purpose. ~~Client shall communicate these General Conditions to each and every third party to whom the Client transmits any report prepared by TSC.~~ Unless otherwise expressly assumed in writing, TSC shall have no duty to any third party, and in no event shall TSC have any duty or obligation other than those duties and obligations expressly set forth in this Agreement. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

**2. HAZARDOUS SUBSTANCES:** TSC's professional services shall include limited visual observation, laboratory analyses or physical testing for the purpose of detection, quantification or identification of the extent, if any, of the presence of hazardous substances, materials or waste, petroleum products, asbestos-containing materials or lead based paint as specifically set forth in TSC's proposal. Hazardous materials, substances or waste (all cumulatively referred to herein as "hazardous substances") include those defined as such in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., ("CERCLA"), the Resource Conservation Recovery Act, 42 U.S.C. § 6901 et seq., as amended, ("RCRA") or by a state or Federal Environmental Protection Agency ("EPA"), including but not limited to §§ 3.14 - 3.15 of the Illinois Environmental Protection Act, 415 ILCS 5/3.14 and 3.15 (West, 1994). "Contaminants" as used herein shall refer to hazardous substances, asbestos-containing materials, petroleum products, lead based paint and the like. "Polluted" as used herein shall mean containing contaminants. Unless specifically set forth in TSC's proposal, nothing contained in this agreement shall, however, be construed or interpreted as requiring TSC to assume the status of a generator, transporter,

treater, storer, as those terms appear within RCRA or within any Federal or state statute or regulation. Client assumes full responsibility of compliance with CERCLA, RCRA and any other Federal or state statute or regulation governing the generation, handling, storage, transportation, treatment and disposal of contaminants or other refuse.

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

**4. ACCESS TO SITE:** Client will arrange and provide access to each site upon which it will be necessary for TSC to perform its services pursuant to this agreement. In the event services are required on any site not owned by Client, Client represents and warrants to TSC that Client has obtained all necessary permissions for TSC to enter upon the site and conduct its services. Client shall, upon request, provide TSC with evidence of such permission, as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in form acceptable to TSC. Client acknowledges that it is not TSC's responsibility to notify any such property owner or tenant of the discovery of actual or suspected contaminants. Client further recognizes that knowledge of such suspected or actual condition may result in a reduction in a property's value and may provide incentive to owners of properties affected to initiate legal action against Client and/or others. Any work performed by TSC with respect to obtaining permission to enter upon and perform professional services on the lands of others as well as any work performed by TSC pursuant to this agreement, shall be deemed as being done on behalf of Client, and Client agrees to assume all risks thereof. TSC shall take reasonable measures and precautions to minimize damage to each site and any improvements thereon resulting from its work and the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage that may occur. If Client or the possessor of any interest in any site desires or requires TSC to restore the site to its former condition, upon written request from Client, TSC will perform such additional work as is necessary to do so, and Client agrees to pay TSC the costs thereof plus TSC's normal mark up for overhead and profit.

**5. CLIENT'S DUTY TO NOTIFY TSC:** ~~Client represents and warrants that~~ Client has advised TSC of any known or suspected contaminants, utility lines and underground structures at any site at which TSC is to perform services under this agreement. Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses,

including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to TSC's performance of its services and resulting to or caused by contact with sub-surface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to TSC by Client. In the event that TSC's undertaking includes contacting a public utility locating agency, its responsibility shall not extend to warranty the accuracy of the information so obtained.

**6. DISCOVERY OF UNANTICIPATED CONTAMINANTS:** The discovery of certain contaminants may make it necessary for TSC to take immediate measures to protect health and safety. TSC agrees to notify Client as soon as practically possible should such contaminants be suspected or discovered. Client agrees to reimburse TSC for the reasonable cost of implementing such measures under the circumstances.

**7. LIMITATIONS OF PROCEDURES, EQUIPMENT AND TESTS:** Information obtained from borings, observations, and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence with respect to the detection, quantification and identification of contaminants, but any inference or conclusion based thereon is, necessarily, an opinion also based on professional judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site. The presence and extent of contaminants as well as the levels of groundwater may fluctuate within the site due to climatic and other variations and, unless thorough sampling and testing are conducted over an extended period of time, contaminants contained within the site may escape detection. A site at which contaminants are not found to exist, or at the time of inspection do not, in fact, exist, may later, due to intervening causes, such as natural groundwater flows or human activities, become polluted. There is a risk that sampling techniques may themselves result in pollution of certain sub-surface areas such as when a probe or boring device moves through an area containing contaminants linking it to an aquifer, underground stream or other hydrous body not previously polluted. Because the risks set forth in this paragraph are unavoidable and because the sampling techniques to be employed are a necessary aspect of TSC's work on client's behalf, Client agrees to assume these risks.

**8. SOIL AND SAMPLE DISPOSAL:** Unless otherwise agreed in writing, soils known at the time to be polluted will be left on the site for proper disposal by Client; and samples removed by TSC to its laboratory, upon completion of testing, will be disposed by TSC in an approved manner or returned to the site for disposal by others.



**9. MONITORING:** If TSC is retained by Client to provide a site representative for the purpose of monitoring portions of site cleanup or other field activities, TSC will report its observations and test results as more specifically set forth elsewhere in this agreement. In such cases, TSC's services shall not include (i) determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored; (ii) evaluating, reporting or affecting job conditions concerning health, safety or welfare; (iii) the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate to excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and project managers.

**10. RECOMMENDATIONS:** If TSC's services include making recommendations for further exploration, clean-up or remediation of a site or the improvements thereon, Client shall cause all tests and inspections of the site and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been rigorously followed.

**11. CLEAN UP:** If TSC is retained by Client to physically perform the work of clean up of a site through its own forces or those of subcontractors, Client shall obtain all necessary permits and generator identification numbers. In such cases Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses, including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to TSC's performance of its services and resulting to or caused by the generation, transportation, treatment, storage or disposal of contaminants, except to the extent of the negligent performance by TSC of the duties undertaken by TSC, if any.

**12. TERMINATION:** This agreement may be terminated by either party upon seven (7) day's prior written notice. In the event of termination, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. In the event that TSC has agreed to provide clean up services pursuant to paragraph 10 of this Agreement, TSC shall be entitled to recover anticipated profits, in the event of termination.

**13. PAYMENT:** Client shall be invoiced periodically for services performed. ~~Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the~~

~~maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.~~

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

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

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

**15. INDEMNITY:** Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found

to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

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

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