Municipality Lake County Div. of Transportation	Illinois Department of Transportation	C McClure Engineering Assocs., Inc				
Township Newport	A L Preliminary Engineering A Services Agreement	N Address 2728 Grand Avenue L City				
Lake	For E Motor Fuel Tax Funds	A Waukegan				
Section 09-00999-08-GM	N C Y	N State Illinois				
improvement of the above SECTION. supervision of the State Department of	ed into this <u>14th</u> day of <u>April</u> ER) and covers certain professional engineeri Motor Fuel Tax Funds, allotted to the LA by th Transportation, hereinafter called the "DEPAI described under AGREEMENT PROVISIONS	ne State of Illinois under the general RTMENT", will be used entirely or in part				
	Section Description					
Name 21 <sup>st</sup> Street Retaining Wall and Russell Road Retaining Wall Rehabilitation						
Route CH 67 Length CH 19	Mi. 200 FT 500 FT	(Structure No)				
Termini West 21 <sup>st</sup> St. Over Des Plai	nes River Tributary 0.3 Miles East of Delany F	Rd and Russell Rd East of Lewis Ave				
Description: Prepare plans, specifications, estimate of cost, and permit applications for retaining wall rehabilitation in accordance with Exhibit A, Scope of Services, Design Schedule, LRS11 and Survey Procedures attached hereto and made a part hereof.						
Agreement Provisions						
The Engineer Agrees,  1. To perform or be responsible for the performance of the fall with the second secon						
<ol> <li>To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:</li> </ol>						
·	a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans					
<ul> <li>b.</li></ul>	hydraulic surveys and gather high water data	a, and flood histories for the preparation				
analyses thereof as may be	uch soil surveys or subsurface investigations equired to furnish sufficient data for the designate in accordance with the current require	on of the proposed improvement.				
<ul> <li>d.      Make or cause to be made s furnish sufficient data for the</li> </ul>	uch traffic studies and counts and special inte design of the proposed improvement.	ersection studies as may be required to				
of Natural Resources-Office of	neers Permit, Lake County Stormwater Mana of Water Resources Permit, Bridge waterway Railroad Crossing work agreements	gement Commission Permit, Department sketch, and/or Channel Change sketch,				
f. Prepare Preliminary Bridge of and high water effects on roa	esign and Hydraulic Report, (including econo dway overflows and bridge approaches.	mic analysis of bridge or culvert types)				
with one (1) copy of each do	detailed plans, special provisions, proposals a sument in both hardcopy and electronic forma be furnished to the LA by the ENGINEER at I	at. Additional copies of any or all				
<ul> <li>h.  Furnish the LA with survey at easement and borrow pit and as required.</li> </ul>	nd drafts in duplicate of all necessary right-of- channel change agreements including prints	way dedications, construction of the corresponding plats and staking				
i. Assist the LA in the tabulation	and interpretation of the contractors' propos	als				
Printed 3/31/2009	Page 1 of 4	09-1404				
•		.01-1709				

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

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

# It is Mutually Agreed,

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

	<ul> <li>j.</li></ul>	naccordance with the procedures adopted	by the
	k.   Prepare the Project Development Report when requ	uired by the DEPARTMENT.	•
(2)	) That all reports, plans, plats and special provisions to be fube in accordance with current standard specifications and understood that all such reports, plats, plans and drafts shaLA and the DEPARTMENT.	policies of the LA and of the DEPARTMEN	NT. It is being
(3)	) To attend conferences at any reasonable time when reque	sted to do so by representatives of the LA	or the Department.
(4)	In the event plans or surveys are found to be in error during survey corrections are necessary, the ENGINEER agrees though final payment has been received by him. He shall gminimum delay to the Contractor.	that he will perform such work without expe	ense to the LA, ever
(5)	That basic survey notes and sketches, charts, computation pursuant to this AGREEMENT will be made available, upor without restriction or limitations as to their use.	s and other data prepared or obtained by request, to the LA or the DEPARTMENT	the Engineer without cost and
(6)	That all plans and other documents furnished by the ENGIN and will show his professional seal where such is required by	NEER pursuant to this AGREEMENT will boy law.	e endorsed by him
The	e LA Agrees,		
1.	To pay the ENGINEER as compensation for all services per accordance with one of the following methods indicated by	rformed as stipulated in paragraphs 1a, 1o	g, 1i, 2, 3, 5 and 6 in
		of the awarded contract cost of the propose	ed improvement as
	approved by the DEPARTMENT.	, and and sometimes proposed	sa improvement as
	b. A sum of money equal to the persent of the awarded the DEPARTMENT based on the following schedule:	contract cost for the proposed improvem	ent as approved by
	Schedule for Percentages Base	eden Awarded Contract Cost	
	Awarded Cost	Percentage Fees	
	Under \$50,000	ercemage rees	(see note)
			_ %
			_ %
			- %
			7
			_ %
	Note: Not necessarily a percentage. Co	ould use per diem, cost-plus or lump sum.	
1	To pay for services stipulated in paragraphs 1a, 1c, 1g of the performing such work plus <u>115</u> percent to cover profit,	overhead and readiness to serve - "actual	I cost" being defined
•	as material cost plus payrolls, insurance, social security and expenses will be reimbursed to the ENGINEER at his actual sublet all or part of the services provided under the paragrap will pay the cost to the ENGINEER plus a five (5) percent ser	cost. Subject to the approval of the LA, to the LA to the LA to the the ENGINEER sublets all or particular to the	he ENGINEER may
t s	'Cost to Engineer" to be verified by furnishing the LA and the work. The classifications of the employees used in the work the services performed. If the personnel of the firm, including should normally be performed by lesser-salaried personnel, to the more with the work performed.	should be consistent with the employee of the Principal Engineer, perform routines	classifications for services that

Printed 3/26/2009

The Total Not-to-Exceed Contract Amount shall be \$75,727.85.

Executed by the LA:  ATTEST:	County of Lake of the (Municipality/Township/County)
	State of Illinois, acting by and through its
LAKE COUNTY Clerk (Seal)	By
Executed by the ENGINEER:	
ATTEST:  By LARRY F. JOHNSON, P.E.  Title PRESIDENT/CEO	By HARLAN M. DOLAND, P.E., P.L.S. Title DIVISION MANAGER/VICE PRESIDENT
Approved  Date  Department of Transportation  Regional Engineer	

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

# Exhibit A Preliminary Engineering

			J	]	}	
Koute:	Local Agency: LAKE	(Municipality/Township/County)	Section:	Project: 21st Street Retaining Wall Rehab.	Job No.:	

*Firm's approved rates on file with IDOT's Bureau of Accounting and	Auditing:	Overhead & Expense Rate	Complexity Factor

	Cost Estim	ate of Con	sultant's Se	Cost Estimate of Consultant's Services in Dollars	51			
Element of Work			Pay-	Pav-	Payroll Burden &	Overhead		
; ;	Employee	Man-	Roll	Roll	Fringe	and	Profit	
Surveys, Plans, Specifications, Estimate	Classification	Hours	Rate	Costs	Costs	Expenses*		Total
				;				
DATA COLLECTION	STRUCTURAL ENG.	∞	47.00	\$376.00	\$350.28	.8360 88	\$163.07	64 250 22
	CIVIL ENG.	æ	34.99	\$279.92	\$260.77	\$268 67	\$121.40	#020.20
SURVEYS	PARTY CHIEF	16	33.13	\$530.08	\$493.82	\$508 77	8229 90	\$4 782 K7
	INST. OPERATOR	16	24.40	\$390.40	\$363.70	\$374.71	\$169.32	\$1 298 13
	CADD TECH.	16	26.55	\$424.80	\$395.74	\$407.72	\$184.24	\$1,412.50
WILL BURINGS	SUBCONTRACTOR							\$2,945.00
VVE I LAND DELINEATION	SUBCONTRACTOR							\$2,350,00
ARIMY CORP.'S PERMI	SUBCONTRACTOR							\$1,675.00
70000								
DESIGN	CIVIL ENG.	16	34.99	\$559.84	\$521.55	\$537,33	\$242.81	\$1.861.53
	STRUCTURAL ENG.	32	00 24	\$1,504.00	\$1,401.13	\$1,443,54	\$652.30	\$5,000,97
	CADD TECH.	32	26.55	\$849,60	\$791.49	\$815.45	\$368.48	\$2,825,02
PLANS, SPECS., ESTIMATE OF COST	CIVIL ENG.	40	34.99	\$1,399.60	\$1,303.87	\$1,343.34	\$607.02	\$4.653.83
	STRUCTURAL ENG.	20	47.00	\$940.00	\$875.70	\$902.21	\$407.69	\$3,125.60
	CADD TECH.	40	26.55	\$1,062.00	\$989.36	\$1,019.31	\$460.60	\$3,531.27
REVIEW AGENCY COORDINATION	CIVIL ENG.	16	34.99	\$559.84	\$521.55	\$537.33	\$242.81	\$1,861.53
W. C. L. C. L. L. L. C. L. C. C. L. C.								
TROCEC MANAGEMENT,	PRINCIPAL	80	62.55	\$500.40	\$466.17	\$480.28	\$217.03	\$1,663.88
THANDON TATION AND THE TOTAL								
I KANSPORTATION AND COLL OF POCKET	ALLOWANCE							\$1,000.00
Totale		990		00 040 00	07 100			
- Otalo		202		40,0/0,40	\$6,735.13	\$8,999,54	\$4,066,67	\$39.147,82

BLR 4351 (Rev. 11/89) (Sheet 8 of 8)

A:\IDOT0808

McCLURE ENGINEERING ASSOCIATES, INC. ACTIVE PERSONNEL CATEGORY LISTINGS

REPÓRT: EMPLOYEE CLASSIFICATION LIST

DATE:

08/05/08

	AVERAGE HR. RATE
PRINCIPAL	62.55
LICENSED STRUCTURAL ENGINEER	47.00
PROJECT MANAGER	48.24
PROF. LAND SURVEYOR	38,06
PROFESSIONAL CIVIL ENGINEER	34.99
	2
SURVEY PARTY CHIEF	33.13
SURVEY INSTRUMENT OPERATOR	24.40
ENGINEER TECHNICIAN	26.55
DRAFTERS/CADD .	26,55
ENGR. INTERN/SURVEY INTERN	25.80
CLERICAL	20,08
SURVEY TECHNICIAN	18.37

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

# LAKE COUNTY DIVISION OF TRANSPORTATION 21<sup>ST</sup> STREET RETAINING WALL REHABILITATION SCOPE OF SERVICES MANHOURS PROJECTIONS

# PRELIMINARY ENGINEERING

Da	ata Collection		•
1.	Data Collection		4
2.	Initial Field Inspection		8
3.	Meetings with Lake County Division of Transportation	n	_4
		Total Task 1	16
Su	TASK 2 rveys		
1.	Topographic Survey		<u>48</u>
		Total Task 2	48
	TASK 3		
1.	Soil Borings (By Subcontractor)	Allowance	\$2945
	•	Total Task 3	\$2945
	TASK 4		,
	Wetland Delineation (By Subcontractor) Army Corps Permit Processing (By Subcontractor)	Allowance Allowance	\$2350 \$1675
		Total Task 4	\$4025

De	esign			
1.	Structural Design Calculations			24
2.	Prepare Plan Profile of Wall Impro	vements		40
3.	Prepare Site Erosion Control/Resto	ration Plan		8
4.	Prepare Traffic Control Plan			_8
		i"	Total Task 5	80
-		TASK 6		
Pla	ns, Specifications, Estimate of Cost			
1.	Prepare Plans			60
2.	Prepare Specifications			16
3.	Prepare Quantities			16
4.	Prepare Estimate of Cost			8
			Total Task 6	100
		TASK 7		
Loc	al Agency Coordination			
1.	Coordination with LCDOT	•		8
2. (	Coordination with LCSMC			_8
			Total Task 7	16

Project Management and Administrat	ion		_8
		Total Task 8	8
Total Manhours			<u>268</u>

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

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

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



# SOIL AND MATERIAL CONSULTANTS, INC.

office: 1-847-870-0544

fax: 1-847-870-0661

www.soilandmaterlalconsultants.com us@soilandmaterialconsultants.com

> March 2, 2009 Proposal No. 11,084

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

> Re: Geotechnical Investigation Retaining Wall – 21<sup>st</sup> Street East of Delaney Road Lake County, Illinois

## Dear Mr. Doland:

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

# Field Investigation

We propose the layout of 4 borings at the requested locations and in areas accessible to our truck mounted drilling equipment. We will contact JULIE for location of public utilities.

The borings will be power auger drilled and soils sampled using a split barrel sampler at intervals of 2.5 feet within 15.0 feet of the surface and at intervals of 5.0 feet below this depth. The proposed borings will extend to minimum depths of 30.0 feet. Additional boring depth and sampling may be provided based on soil conditions encountered.

# Laboratory Testing

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

# Engineering Evaluation, Report

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

Proposal No. 11,084

Re: Retaining Wall – 21<sup>st</sup> Street East of Delaney Road Lake County, Illinois Page 2

# Charges

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

Your consideration of this proposal is appreciated. The attached General Conditions are understood to be part of this proposal. If acceptable, please execute and return one copy to our office. Should you have any questions concerning the scope of the investigation, please let us know.

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.

Gerald J. Kissner, P.E.

President

GJK:kg

Pro	роваі	Acce	pted	Bv:
			~:~~	

Client	-					
Street				· · · · · · · · · · · · · · · · · · ·		
Town		-		State	Zip Code	*******
Phone (	)		Fax (	)		
Signature			,	Posit	lion	
Printed Name				Date		

Proposal No. 11,084

Re: Retaining Wall – 21<sup>st</sup> Street

East of Delaney Road

Lake County, Illinois

Page 3

# SCHEDULE OF FEES -- SUBSURFACE SOIL INVESTIGATION

<u>Fleid</u>							
Boring Layout	1	hr.	\$	80.00	/hr.	\$	80.00
Utility Location	1	hr.	\$	80.00	/hr.	\$	80.00
Mobilization	1		\$	Lump	Sum	\$	225.00
Drilling (4 at 30')	120	ft.	\$	11.00	/ft.	\$	1,320.00
Split Barrel Sampling	36	ea.	\$	8.00	ea.	\$	288.00
<u>Laboratory</u>							
Moisture Content	36	ea.	\$	3.00	ea.	\$	108.00
Unit Weight	36	ea.	\$	3.00	ea.	\$	108.00
Unconfined	36	ea.	\$	6.00	ea.	\$	216.00
Compressive Strength			·			Ť	
Report							
Senior Engineer (P.E.)	4	hr.	\$	130.00	/hr.	\$	520.00
				Estimated	i Total Cost:	\$	2,945.00

Proposal No. 11,084
Re: Retaining Wall – 21<sup>st</sup> Street
East of Delaney Road
Lake County, Illinois

Page 4

# TERMS AND CONDITIONS

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

## **GEOTECHNICAL INVESTIGATIONS**

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

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

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

#### **TESTING SERVICES**

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

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

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

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

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

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

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

# PROPOSAL FOR ENVIRONMENTAL SERVICES Wadsworth Area, ILLINOIS

21st Street Bridge

Ehorn Environmental is proposing the following environmental services for the stabilization of a road way and bridge across the Des Plaines River commonly know n as the 21<sup>st</sup> Street Bridge. The existing bridge structure is in need of repair and the proposed repair may include the placement of sheet piles immediately adjacent to the existing wall.

It is known that wetlands and water of the United States exist on the site based upon initial maps available. The Des Plaines river is a federally navigable water and the repair action would have to be approved by the Corps of Engineers.

Maintenance or repair of serviceable structures is a allowed by the Corps of Engineers as Regional Permit 9 within the existing regional permit system. The Corps requires the submittal of documentation of the proposed work in advance of any on site work. The documentation may include but not be limited to a wetland delineation, a permit application for the Regional Permit 9, engineering drawings with erosion control measures and a statement concerning the environmental impacts of the proposed project on the aquatic environment.

Scope of Services:

# 1. Wetland Delineation

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

Ehorn Environmental will prepare a wetland delineation report that satisfies the Corps of Engineers guidance for the wetland permit program and address current guidelines of the NRCS and State of Illinois. The wetland report will document the three parameters required including soils, vegetation and hydrology. Due to the site being an agricultural area, the report will have to be designed to address the NRCS requirements and data bases.

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

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

Initial coordination will be provided with the U.S. Fish and Wildlife Service and the Illinois Department of Natural Resources concerning Threatened or Endangered Species. If extended

consultation is required due the presence of threatened or endangered species, a revised scope of services associated with the consultation would be required to address State or Federal issues.

Initial coordination will be provided with the Illinois Historic Preservation Agency to clear the site. In some cases a site can be cleared without a formal archaeological study.

Modifications of the site boundary after the wetland delineation is completed to change the size of the parcel reviewed may lead to the imposition of an additional fee to review areas added to the site.

# 2. Permit Application Preparation and Submittal

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

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

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

The permit application submittals will be provided to the required state and federal agencies. The package will include coordination for archaeological and historic reviews, and threatened and endangered species. It is anticipated that there will not be any requirement for threatened species coordination, however, an archaeological review may be required for the site and should be initiated as a separate item as noted in the cost proposal below.

A brief alternatives analysis and impact analysis will be provided for the project.

The project should not require any mitigation for impacts and should not require the establishment and protection of buffers.

## FEES

The following costs are associated with the scope of services for the structural repair work on the 21<sup>st</sup> Street Bridge

1. Wetland Delineation

\$2,350.00

Wetland delineation
Early coordination
Review of survey by others
Field inspection of wetland limits
with permit authority if required

2. Permit Application Preparation

\$1,675.00

Prepare documents
Coordination of wetland engineering
Meetings with client and permit authority
Management plan

The fee for the wetland delineation is \$2,350 and this fee will be billed at the time the delineation report is provided. Payment of the fee is due within 30 days of the presentation of the invoice.

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

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

Archaeological survey services are conducted by others. Ehorn can provide the names of several consultants registered with the State if the survey is required.

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

Agreement:

By McClure Engineering

By Ehorn Environmental

	Doug Ehorn
Date	Date

# Exhibit A Preliminary Engineering

Route:	
Local Agency: LAKE	s o'creiD*
(Municipality/Township/County)	a s'TOCI
Section:	Auditina:
Project: Russell Road Retaining Wall Rehab.	Payroll B
JOB NO.:	Overhea

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

	Cost Estim	ate of Con	sultant's Se	Cost Estimate of Consultant's Services in Dollars	SIS				
Element of Work			Pay-	Pay-	Payroll Burden &	Overhead			
Surveys, Plans, Specifications, Estimate	Employee Classification	Man- Hours	Roll	Roll	Fringe	and	Profit	······································	
		3	Alles	Signo	ejeno	EXPENSES		lotai	
DATA COLLECTION	STRUCTURAL ENG.	80	47.00	\$376.00	\$350.28	\$360.88	\$163.07	\$1.050.03	
G. (2) (4) (4)	CIVIL ENG.	æ	34.99	\$279.92	\$260.77	\$268.67	\$121.40	\$930.76	
SURVEYS	PARTY CHIEF	16	33.13	\$530.08	\$493.82	\$508.77	\$229.90	\$1.762.57	
	INST. OPERATOR	9	24.40	\$390.40	\$363.70	\$374.71	\$169.32	\$1,298.13	
SONIGOR IIOS	CADD TECH.	16	26.55	\$424.80	\$395.74	\$407.72	\$184.24	\$1,412.50	
SOIL BORINGS	SUBCONTRACTOR			,				\$2,945.00	
VELLAND DELINEATION	SUBCONTRACTOR							\$2,350.00	
ANIMI CORT. S PERIMI	SUBCONIKACIOR							\$1,675.00	
DESCON									
	CIVIL ENG.	16	34.99	\$559.84	\$521.55	\$537.33	\$242.81	\$1,861.53	
	STRUCTURAL ENG.	32	47.00	\$1,504.00	\$1,401.13	\$1,443.54	\$652.30	\$5,000.97	
	CADD TECH.	32	26.55	\$849.60	\$791.49	\$815.45	\$368.48	\$2,825.02	
			٠						
PLANS, SPECS., ESTIMATE OF COST	CIVIL ENG.	32	34.99	\$1,119.68	\$1,043.09	\$1,074.67	\$485.62	\$3,723.06	
	STRUCTURAL ENG.	50	47.00	\$940.00	\$875.70	\$902.21	\$407.69	\$3,125.60	
	CADD TECH.	32	26.55	\$849.60	\$791.49	\$815.45	\$368.48	\$2,825.02	
REVIEW AGENCY COORDINATION	CIVII ENG		00.76	00.020	2000	10000	0, , 0, 0		
	CIVIL LING.	0	34.33	9619.92	\$200.11	\$20g.b/	\$121.40	\$930.76	
DOO IECT MANNACEMENT	TAGIO NIGO	ŀ	33	07 0000	-, 00, 0				
COTO STORES	FRINCIPAL	×	62.29	\$500.40	\$466.17	\$480.28	\$217.03	\$1,663.88	
TRANSPORTATION AND OUT OF POCKET	ALLOWANCE							\$1,000,00	
*	-								
Totals		244		\$8,604.24	\$8,015.71	\$8,258.35	\$3,731.74	\$36,580,03	

BLR 4351 (Rev. 11/89) (Sheet 8 of 8)

8080TOQI/:A

McCLURE ENGINEERING ASSOCIATES, INC. ACTIVE PERSONNEL CATEGORY LISTINGS REPÓRT: EMPLOYEE CLASSIFICATION LIST

DATE:

08/05/08

CLASSIFICATIONS	AVERAGE HR. RATE
PRINCIPAL	62.55
LICENSED STRUCTURAL ENGINEER	47.00
PROJECT MANAGER	48.24
PROF. LAND SURVEYOR	38,06
PROFESSIONAL CIVIL ENGINEER	34.99
SURVEY PARTY CHIEF	33.13
SURVEY INSTRUMENT OPERATOR	24.40
ENGINEER TECHNICIAN	26.55
DRAFTERS/CADD	26.55
ENGR. INTERN/SURVEY INTERN	25.80
CLERICAL	20.08
SURVEY TECHNICIAN	18.37

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

# LAKE COUNTY DIVISION OF TRANSPORTATION RUSSELL ROAD RETAINING WALL REHABILITATION SCOPE OF SERVICES MANHOURS PROJECTIONS

# PRELIMINARY ENGINEERING

D	ata Collection			
1.	Data Collection			4
2.	Initial Field Inspection			. 8
3.	Meetings with Lake County Divisi	on of Transportation	on	_4
			Total Task 1	16
Su	ırveys	TASK 2		
1.	Topographic Survey			<u>48</u>
			Total Task 2	48
		TASK 3		
1.	Soil Borings (By Subcontractor)		Allowance	\$2945
			Total Task 3	\$2945
		TASK 4		
1. 2.	Wetland Delineation (By Subcontra Army Corps Permit Processing (By		Allowance Allowance	\$2350 \$1675
			Total Task 4	\$4025

Design				
1. Structural	Design Calculations			24
2. Prepare Pl	an Profile of Wall Im	provements		40
3. Prepare Si	te Erosion Control/Re	estoration Plan		8
4. Prepare Tr	raffic Control Plan			_8
			Total Task 5	80
		TASK 6		
Plans, Specific	cations, Estimate of C	ost		
1. Prepare Pla	ans			40
2. Prepare Sp	ecifications			16
3. Prepare Qu	antities			16
4. Prepare Es	timate of Cost			12
·			Total Task 6	84
		TASK 7		
Local Agency	Coordination			
1. Coordination	on with LCDOT			4
2. Coordination	on with LCSMC			_4
			Total Tools 7	0

Project Management and Administration		8
	Total Task 8	8
Total Manhours	·	<u>244</u>

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

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

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

office: 1-847-870-0544 fax: 1-847-870-0661

www.soilandmaterialconsultants.com

March 24, 2009 Proposal No. 11,112

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

> Re: Geotechnical Investigation Retaining Wall – East Russell Road Lake County, Illinois

## Dear Mr. Doland:

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

# Field Investigation

We propose the layout of 4 borings at the requested locations and in areas accessible to our truck mounted drilling equipment. We will contact JULIE for location of public utilities.

The borings will be power auger drilled and soils sampled using a split barrel sampler at intervals of 2.5 feet within 15.0 feet of the surface and at intervals of 5.0 feet below this depth. The proposed borings will extend to minimum depths of 30.0 feet. Additional boring depth and sampling may be provided based on soil conditions encountered.

# Laboratory Testing

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

# Engineering Evaluation, Report

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

Proposal No. 11,112

Re: Retaining Wall - East Russell Road

Lake County, Illinois

Page 2

# Charges

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

Your consideration of this proposal is appreciated. The attached General Conditions are understood to be part of this proposal. If acceptable, please execute and return one copy to our office. Should you have any questions concerning the scope of the investigation, please let us know.

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.

Gerald J. Kissner, P.E.

President

GJK:kg

Proposal Accepted	<u>By</u> :
-------------------	-------------

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

Proposal No. 11,112

Re: Retaining Wall – East Russell Road

Lake County, Illinois

Page 3

2,945.00

# SCHEDULE OF FEES -- SUBSURFACE SOIL INVESTIGATION

<u>Field</u>							
Boring Layout Utility Location Mobilization Drilling (4 at 30') Split Barrel Sampling	1 1 1 120 36	hr. hr. ft. ea.	\$ \$ \$ \$	80.00 80.00 Lump 11.00 8.00	/hr. /hr. Sum /ft. ea.	\$ <b>\$</b> \$ \$ \$	80.00 80.00 225.00 1,320.00 288.00
Laboratory							
Moisture Content Unit Weight Unconfined Compressive Strength	36 36 36	ea. ea. ea.	\$ \$ \$	3.00 3.00 6.00	ea. ea. ea.	\$ \$ \$	108.00 108.00 216.00
Report							
Senior Engineer (P.E.)	4	hr.	\$	130.00	/hr.	\$ 	520.00

**Estimated Total Cost:** 

Proposal No. 11,112

Re: Retaining Wall - East Russell Road

Lake County, Illinois

Page 4

# TERMS AND CONDITIONS

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

#### **GEOTECHNICAL INVESTIGATIONS**

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

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

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

#### **TESTING SERVICES**

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

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

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

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

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

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

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

# PROPOSAL FOR ENVIRONMENTAL SERVICES WADSWORTH AREA, ILLINOIS

Russell Road Repairs

Ehorn Environmental is proposing the following environmental services for the stabilization of a road way in an area tributary to the Lake Michigan Watershed. The existing roadway requires structural repair.

It is known that wetlands and water of the United States exist on the site based upon initial maps available. The tributary adjacent to the roadway is a part of a federally navigable water and the repair action would have to be approved by the Corps of Engineers.

Maintenance or repair of serviceable structures is allowed by the Corps of Engineers as Regional Permit 9 within the existing regional permit system. The Corps requires the submittal of documentation of the proposed work in advance of any on site work. The documentation may include but not be limited to a wetland delineation, a permit application for the Regional Permit 9, engineering drawings with erosion control measures and a statement concerning the environmental impacts of the proposed project on the aquatic environment.

Scope of Services:

## 1. Wetland Delineation

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

Ehorn Environmental will prepare a wetland delineation report that satisfies the Corps of Engineers guidance for the wetland permit program and address current guidelines of the NRCS and State of Illinois. The wetland report will document the three parameters required including soils, vegetation and hydrology. Due to the site being an agricultural area, the report will have to be designed to address the NRCS requirements and data bases.

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

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

Initial coordination will be provided with the U.S. Fish and Wildlife Service and the Illinois Department of Natural Resources concerning Threatened or Endangered Species. If extended

consultation is required due the presence of threatened or endangered species, a revised scope of services associated with the consultation would be required to address State or Federal issues.

Initial coordination will be provided with the Illinois Historic Preservation Agency to clear the site. In some cases a site can be cleared without a formal archaeological study.

Modifications of the site boundary after the wetland delineation is completed to change the size of the parcel reviewed may lead to the imposition of an additional fee to review areas added to the site.

# 2. Permit Application Preparation and Submittal

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

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

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

The permit application submittals will be provided to the required state and federal agencies. The package will include coordination for archaeological and historic reviews, and threatened and endangered species. It is anticipated that there will not be any requirement for threatened species coordination, however, an archaeological review may be required for the site and should be initiated as a separate item as noted in the cost proposal below.

A brief alternatives analysis and impact analysis will be provided for the project.

The project should not require any mitigation for impacts and should not require the establishment and protection of buffers.

#### FEES

The following costs are associated with the scope of services for the structural repair work on the Russell Road Bridge

1. Wetland Delineation

Wetland delineation
Early coordination
Review of survey by others
Field inspection of wetland limits
with permit authority if required

\$2,350.00

2. Permit Application Preparation

Prepare documents
Coordination of wetland engineering
Meetings with client and permit authority
Management plan

\$1,675.00

The fee for the wetland delineation is \$2,350 and this fee will be billed at the time the delineation report is provided. Payment of the fee is due within 30 days of the presentation of the invoice.

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

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

Archaeological survey services are conducted by others. Ehorn can provide the names of several consultants registered with the State if the survey is required.

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

Agreement:

By McClure Engineering

By Ehorn Environmental

	Doug Ehorn
Date	Date

# DESIGN SCHEDULE

Route:	Local Agency: LAKE COUNTY	Section:	Project: 21ST STREET RETAINING WALL REHABILITATION	Job No.:

		:		2	200	თ			
	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NON	DFC
DATA COLLECTION					1		_1		7
SURVEYS									
SOIL BORINGS									
WETLAND DELINEATION							'		
ARMY CORPS PERMIT									
DESIGN									
PLANS, SPECS, ESTIMATE OF COST									
							-		
LOCAL AGENCY COORDINATION									
PROJECT MANAGEMENT AND ADMIN.									

2:55:21 PM CDT 3/26/2009 W:\dwg\MISC\21ST,RETWALL,REHAB,dwg

# DESIGN SCHEDULE

Local Agency: LAKE COUNTY Section: Project: Job No.: Route:

RUSSELL ROAD RETAINING WALL REHABILITATION

	APRIL	, ,	MAY JUNE JULY AUG	2 JULY	2 0 0 AUG	9 SEPT	0CT	ACN.	DEC
DATA COLLECTION		1 1					3	5	2
SURVEYS									
SOIL BORINGS									
WETLAND DELINEATION	200000								
ARMY CORPS PERMIT									
DESIGN									
PLANS, SPECS, ESTIMATE OF COST									
LOCAL AGENCY COORDINATION									
PROJECT MANAGEMENT AND ADMIN.									

3:02:41 PM CDT 3/26/2009 W:\dwg\MISC\RUSSELLRDAD.RETWALL.REHAB.dwg

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

# SPECIAL PROVISION FOR EMPLOYMENT PRACTICES

Effective: January 1, 1999

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

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

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

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

# **SURVEY PROCEDURES** (Revised 4/21/08)

# **UNITS-COORDINATES**

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

# HORIZONTAL ALIGNMENT

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

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

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

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

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

TYPICAL PRI	NT-OUT FORM (EA	MPLE)						
BY	POINT NUMBERS						. "	
POINT NUMBER	STATION	OFFSET	NORTHING	EASTING	ELEVATION	DEFINITION CODE (1)	DESCRIPTION PD	MATERIAL CODE (1)
3331	104+23.306	-45.869	10313.993	20392.255	207.495	491.10	10 INCH TREE PINE	0
3332	104+50.475	-49.159	10323.810	20416.938	207.743	668	PAVEMENT EDGE	759
3333	104+69.987	-44.270	10261.604	20452.162	207.126	310	FL W/GRATE	774
-3334	103+93.865	+40.590	10297.779	20365.781	207.378	304.15	6 INCH TILE	836
BY S	STATION		·					
STATION	POINT NUMBER	OFFSET	NORTHING	EASTING	ELEVATION	DEFINITION CODE (1)	DESCRIPTION PD	MATERIAL CODE (1)
103+93.865	3334	+40.590	10297.779	20365.781	207.378	304.15	6 INCH TILE	836
104+23.306	3331	-45.869	10313.993	20392.255	207.495	491.10	10 INCHTREE PINE	0
104+50.475	3332	-49.159	10323.810	20416.938	207.743	668	PAVEMENT EDGE	759
104+69.987	3333	-44.270	10261.604	20452.162	207.126	310	FL W/GRATE	774
BYP	OINT DESCRIPTIO	N	· · · · · · · · · · · · · · · · · · ·			<u>'</u>		<del>-1</del>
POINT NUMBER	STATION	OFFSET	NORTHING	EASTING	ELEVATION	DEFINITION CODE (1)	DESCRIPTION PD	MATERIAL CODE (1)
3331	104+23.306	+40.590	10297.779	20365.781	207.378	304.15	6 INCH TREE PINE	0
3336	104+50.475	-45.869	10313.993	20392.255	207.495	491.10	10 INCHTREE PINE	0
2323	104+69.987	-49.159	10323.810	20416.938	207.743	668	6 INCH TREE OAK	0
2565	103+93.865	-44.270	10261.604	20452.162	207.126	310	5 INCH TREE OAK	0

(1) LCDOT CODES

LCDOT's Land Surveyor:

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