



Local Public Agency Engineering Services Agreement



Using Federal Funds? [] Yes [x] No Agreement For Non-MFT CE

Agreement Type Original

LOCAL PUBLIC AGENCY

Local Public Agency Lake County Division of Transportation County Lake Section Number 10-00079-16-CH

SECTION PROVISIONS

Local Street/Road Name Gilmer Rd @ Midlothian Rd Key Route Length 2.26 mi Structure Number Location Termini Add Location Remove Location

Project Description Construction Engineering (Phase III) for overseeing intersection reconstruction with HMA pavement and a new traffic signal. Two through lanes and left turns on all legs and right turn on three legs. Additional work on Sylvan Drive intersections as well as sidewalk and bikepaths. Engineers #210126.60

Engineering Funding [x] non-MFT [] Other [x] Sales Tax Anticipated Construction Funding [] non-MFT [] Other

AGREEMENT FOR

[x] Phase III - Construction Engineering

CONSULTANT

Consultant (Firm) Name Baxter & Woodman, Inc. Contact Name Craig Mitchell Phone Number 815-444-3278 Email cmitchell@baxterwoodman.com Address 8678 Ridgefield Road City Crystal Lake State ILL Zip Code 60012

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 in coordination with 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
Contractor 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:

10-00079-16-CH

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Direct Costs Check Sheet
- EXHIBIT D: Qualification Based Selection (QBS) Checklist
- EXHIBIT E: Cost Estimate of Consultant Services Worksheets (BLR 05513 or BLR 05514)
- EXHIBIT F: Baxter & Woodman Scope of Services
- EXHIBIT G: Estimated Phase III Schedule
- EXHIBIT H: Material Testing Sub-Contract

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, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
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 Construction Engineering Contracts:
 - (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
10. That engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To ~~submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.~~
4. 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.

5. 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.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. 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 and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the 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 **construction documentation** 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 (e) 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 or 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 the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy 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) 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 Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that 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.
 - (c) That any difference between the ENGINEER and the LPA concerning the 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 LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided a the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Baxter & Woodman, Inc	36-2845242	\$1,228,014.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Soil and Material Consultants	36-3094075	\$5,000.00
Subconsultant Total		\$5,000.00
Prime Consultant Total		\$1,228,014.00
Total for all work		\$1,233,014.00

Add Subconsultant

The Total Not-to-Exceed Contract Amount shall be \$ 1,233,014.00 as shown above and attached.

AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type

Name of Local Public Agency

Attest:

The **County** of **Lake**

By _____ Date _____

By _____ Date _____

Name of Local Public Agency

Local Public Agency Type

Title

Lake

County

Clerk

Chair of the County Board

RECOMMENDED FOR EXECUTION

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

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name

Attest:

Baxter & Woodman, Inc.

By _____ Date _____

By _____ Date _____

Title
Deputy Secretary

Title
Vice President - Construction

**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

(1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LPA.)

- a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor
- b. Spot checking of lines and grades.
- c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
- d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples
- e. Revision of contract drawings to reflect as built conditions
- f. Preparation and submission to the LPA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LPA.
- g. At least one DECI-certified employee available for erosion control inspection duties
- h. Provide public outreach and maintain a website, which includes an open house and public sign-up for on-going project information.

NOTE: The ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification

(2) That all construction documentation to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT & the LPA, it being understood that all construction documentation shall before being finally accepted, be subject to approval by the LPA.

(3) To attend conferences at any reasonable time when requested to do so by the LPA.

(4) The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LPA without cost and without restriction or limitations as to their use.

(5) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed and will show professional seal where such is required by law.

(6) To submit, upon request by the LPA a list of the personnel and the equipment proposed to use in fulfilling the requirements of this AGREEMENT.

Local Public Agency

County

Section Number

Lake

Lake

10-00079-16-CH

**EXHIBIT B
PROJECT SCHEDULE**

Anticipated start of construction October 2021

Completion of all work June 2023

Lake County DOT

Lake

10-00079-16-CH

**Exhibit C
Direct Costs Check Sheet**

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

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input checked="" type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	29,460	\$0.56	\$16,497.60
<input checked="" type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	472	\$65.00	\$30,680.00
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input checked="" type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)	2	\$250.00	\$500.00
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input checked="" type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input checked="" type="checkbox"/> Drone Rental		28	\$250.00	\$7,000.00
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
Total Direct Costs				\$54,677

Local Public Agency	County	Section Number
	Lake	

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

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

Form Not Applicable (engineering services less than the threshold)

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

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



Local Public Agency Lake County DOT	County Lake	Section Number 10-00079-16-CH
Consultant (Firm) Name Baxter & Woodman, Inc.	Prepared By Craig Mitchell	Date 6/7/2021

PAYROLL ESCALATION TABLE

CONTRACT TERM	22	MONTHS	OVERHEAD RATE	143.55%
START DATE	10/1/2021		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2022		% OF RAISE	2.00%
END DATE	7/31/2023			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	10/1/2021	1/1/2022	3	13.64%
1	1/2/2022	1/1/2023	12	55.64%
2	1/2/2023	8/1/2023	7	33.10%

The total escalation = 2.38%

Local Public Agency Lake County DOT	County Lake	Section Number 10-00079-16 CH
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MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	2.38%

PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Vice President	\$70.13	\$71.80
Engineer IV	\$53.18	\$54.44
Engineer II	\$35.49	\$36.33
Engineer I	\$30.60	\$31.33
Engineering Intern	\$17.90	\$18.33
Survey Manager	\$39.93	\$40.88
Surveyor, Project	\$35.27	\$36.11
Engineering Technician I	\$22.25	\$22.78
CADD Technician III	\$44.14	\$45.19
Marketing Professional IV	\$38.38	\$39.29
Marketing Professional III	\$34.13	\$34.94
Marketing Professional II	\$26.68	\$27.31
Accounting Professional I	\$23.00	\$23.55
Administrative Support IV	\$32.60	\$33.37
Spatial Technology Professional III	\$37.90	\$38.80

Local Public Agency

County

Section Number

Lake County DOT

Lake

10-00079-16-CH

COST ESTIMATE WORKSHEET

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

OVERHEAD RATE **143.55%**

COMPLEXITY FACTOR **0**

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Construction Administration	520	35,408	50,828	3,380	11,685		101,301	8.22%
Field Observation	7864	314,832	451,941	37,407	103,894	5,000	913,074	74.05%
Public Relations	736	31,092	44,633	8,642	10,260		94,627	7.67%
Complete Project	536	23,607	33,888	3,079	7,790		68,364	5.54%
Project Closeout	412	19,157	27,500	2,169	6,322		55,148	4.47%
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		-	-		-		-	
Subconsultant DL					500		500	0.04%
TOTALS	10068	424,096	608,790	54,677	140,451	5,000	1,233,014	100.00%

1,032,886

BLR 05514 (Rev. 04/30/21)
 Cost Estimate Worksheet

Local Public Agency

Lake County DOT

County

Lake

Section Number

10-00079-16-CH

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Construction Administration			Field Observation			Public Relations			Complete Project			Project Closeout		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Vice President	71.80	658.0	6.54%	4.69	470	90.38%	64.89				108	14.67%	10.54	40	7.46%	5.36	40	9.71%	6.97
Engineer IV	54.44	3,490.0	34.66%	18.87	10	1.92%	1.05	3008	38.25%	20.82	72	9.78%	5.33	200	37.31%	20.31	200	48.54%	26.43
Engineer II	36.33	1,232.0	12.24%	4.45				1232	15.67%	5.69									
Engineer I	31.33	3,248.0	32.26%	10.11				2904	36.93%	11.57				176	32.84%	10.29	168	40.78%	12.77
Engineering Intern	18.33	600.0	5.96%	1.09				600	7.63%	1.40									
Survey Manager	40.88	32.0	0.32%	0.13							32	4.35%	1.78						
Surveyor, Project	36.11	240.0	2.38%	0.86				120	1.53%	0.55				120	22.39%	8.08			
Engineering Technician I	22.78	0.0																	
CADD Technician III	45.19	0.0																	
Marketing Professional IV	39.29	116.0	1.15%	0.45							116	15.76%	6.19						
Marketing Professional III	34.94	138.0	1.37%	0.48							138	18.75%	6.55						
Marketing Professional II	27.31	152.0	1.51%	0.41							152	20.65%	5.64						
Accounting Professional I	23.55	22.0	0.22%	0.05	22	4.23%	1.00												
Administrative Support IV	33.37	22.0	0.22%	0.07	18	3.46%	1.16										4	0.97%	0.32
Spatial Technology Profess	38.80	118.0	1.17%	0.45							118	16.03%	6.22						
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TOTALS		10068.0	100%	\$42.12	520.0	100.00%	\$68.09	7864.0	100%	\$40.03	736.0	100%	\$42.24	536.0	100%	\$44.04	412.0	100%	\$46.50



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

February 19, 2021

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

John Ambrose
BAXTER & WOODMAN, INC.
8678 Ridgefield Road
Crystal Lake, IL 60012

Dear John Ambrose,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2019. Your firm's total annual transportation fee capacity will be \$44,000,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 143.55% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2020. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
Jack Elston, P.E.
Bureau Chief
Bureau of Design and Environment

SEFC PREQUALIFICATIONS FOR BAXTER & WOODMAN, INC.

CATEGORY	STATUS
Special Services - Public Involvement	X
Special Plans - Traffic Signals	X
Special Studies - Traffic Studies	X
Special Services - Construction Inspection	X
Hydraulic Reports - Waterways: Typical	X
Hydraulic Reports - Pump Stations	X
Special Studies- Location Drainage	X
Hydraulic Reports - Waterways: Complex	X
Special Studies - Feasibility	X
Location Design Studies - Rehabilitation	X
Highways - Freeways	X
Location Design Studies - New Construction/Major Reconstruction	X
Special Services - Electrical Engineering	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Special Services - Surveying	X
Special Services - Mechanical	X
Highways - Roads and Streets	X
Special Plans - Pumping Stations	X
Special Studies - Safety	X
Special Services - Sanitary	X
Structures - Highway: Typical	X
Structures - Highway: Simple	X

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST

LAKE COUNTY DOT
Gilmer Road and Midlothian Road

EXHIBIT F

SCOPE OF SERVICES

1. Act as the Owner's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
2. PROJECT INITIATION
 - Attend the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
3. CONSTRUCTION ADMINISTRATION
 - Attend periodic construction progress meetings.
 - Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs of precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.
 - Prepare construction contract change orders and work directives when authorized by the Owner.
 - Review the Contractor's requests for payments as construction work progresses, and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
 - Research and prepare written response by Engineer to request for information from the Owner and Contractor.
 - Provide the services of a materials testing company, as a subconsultant, to perform soils testing, proportioning and testing of the Portland cement concrete and bituminous mixtures in accordance with the IDOT's Bureau of Materials manuals of instructions for proportioning. Review laboratory, shop and mill test reports of materials and equipment furnished by the Contractor.
 - Project manager or other office staff visit site as needed.
4. FIELD OBSERVATION
 - Engineer's site observation shall be at the times agreed upon with the Owner. Engineer will provide Resident Project Representatives at the construction site on either a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, or on a periodic part-time basis from the Engineer's office of not more than eight (8) hours per regular weekday, not including legal holidays as deemed necessary by the Engineer, to assist the Contractor with interpretation of the

Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.

- Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Owner of the construction progress and working days charged against the Contractor's time for completion.

5. COMPLETION OF PROJECT

- Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Owner.
- Review the Contractor's requests for final payment, and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.

6. PROJECT CLOSEOUT

- Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.

EXHIBIT G: PHASE III SCHEDULE

Lake County - Gilmer Road and Midlothian Road Reconstruction
 Estimated Phase III Schedule
 Contract Time Limit 150 WD

	2021					2022												2023							
	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	
Avg Working Days (per IDOT)			16	14						15	17	17	17	16	16	14									
Contract Working days total			16	30	30	30	30	30	30	45	62	79	96	112	128	142	142	142	142	142	142	150			
Letting																									
Utility Relocations																									
Construction Observations																									
Public Involvement																									
Complete Project																									
Project Closeout																									

Assumptions:

1. Utility relocations start and of unknown duration: August, 2021
2. Contract Letting Date: August, 2021
3. Start Construction: Oct-21
4. 2021 Working Days Used (Per IDOT): 30
5. 2022 Working Days Used (Per IDOT): 112
6. 2023 Working Days Used (Per IDOT): 8
7. Jan 2022 thru March 2022, and December 2022 thru March 2023 reduced time on project
8. Construction complete: May, 2023
8. Submit Final Records: July, 2023



SOIL AND MATERIAL CONSULTANTS, INC.

Office: 847-870-0544

Fax: 847-870-0661

us@soilandmaterialconsultants.com

www.soilandmaterialconsultants.com

EXHIBIT H

June 3, 2021

Proposal No. 19,282

Mr. Craig D. Mitchell, P.E.
Baxter & Woodman, Inc.
8678 Ridgefield Road
Crystal Lake, IL 60012

Re: Soil and Construction Material Testing
Gilmer Road Improvements
Lake County, Illinois

Dear Mr. Mitchell:

We are submitting for your consideration our proposal to provide soil and construction material testing for the above referenced project on a will-call basis initiated by your office or representative.

Attached is the Schedule of Fees for the requested services. Note that hourly rates are inclusive of mileage and equipment charges. Based on available information provided and our experience on similar projects, we estimate a charge of \$5,000.00 for the anticipated services. Actual billing will be on a unit price basis and you will only be billed for those services actually provided. Final billing may be less than or greater than the estimated charge. Should additional services be requested which are not included within the scope of this proposal, they will be provided at our established unit prices.

Thank you for the opportunity of submitting this proposal, which includes the attached General Conditions. If acceptable, please sign and return one copy to our office. Also include applicable plans and specifications, if not already submitted.

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.

Reid T. Steinbach, P.E.
Director of Engineering

Proposal Accepted By: Client _____

Street _____

Town _____ State _____ Zip Code _____

Phone () _____ E-Mail Address _____

Signature _____ Position _____

Printed Name _____ Date _____

8 W. COLLEGE DR. • SUITE C • ARLINGTON HEIGHTS, IL 60004

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

SOIL AND MATERIAL CONSULTANTS, INC. SCHEDULE OF FEES
 Effective 1-1-21 Optional as needed testing Unit Costs BITUMINOUS CONCRETE

<u>Service</u>	<u>Estimated Units</u>	<u>Fee</u>	<u>Cost</u>
<u>Plant Testing</u>			
Technician	days	\$ 344.00 /day	\$
<u>Field Testing</u>			
Technician with Nuclear Gauge	hours	\$ 86.00 /hour 344.00 /day min.	\$
<u>Laboratory Testing</u>			
Asphalt Content (ignition)	each	\$ 175.00 each	\$
Bulk Specific Gravity (gyratory)	each	\$ 260.00 each	\$
Maximum Specific Gravity	each	\$ 100.00 each	\$
Unit Weight – cores	each	\$ 25.00 each	\$
<u>Engineering</u>			
Senior Engineer (P.E.) - QA Project Manager, includes project administration, field/laboratory engineering, mix design review, consultation and report review	hours	\$ 140.00 /hour	\$
Estimated Cost:			\$

Billing Notes:

Hourly Charges: Portal To Portal
 Weekdays over 8 hours/day: Hourly Rate x 1.5

Saturdays: Hourly Rate x 1.5
 Sundays: Hourly Rate x 2.0

SOIL AND MATERIAL CONSULTANTS, INC. SCHEDULE OF FEES
 Effective 1-1-21 Optional as needed testing Unit Costs PORTLAND CEMENT CONCRETE

<u>Service</u>	<u>Est. Work Units</u>	<u>Fee</u>	<u>Cost</u>
<u>Plant Testing</u>			
Technician	days	\$ 600.00 /day	\$
<u>Field Testing</u>			
Technician - includes temperature, slump, air and cylinders	hours	\$ 86.00 /hour 344.00 /day min.	\$
Cylinder Pick-up	hours	\$ 86.00 /hour	\$
<u>Laboratory Testing</u>			
Cylinder Compressive Strength	each	\$ 16.00 each	\$
<u>Engineering</u>			
Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	hours	\$ 140.00 /hour	\$
Estimated Cost:			\$

Billing Notes:

Hourly Charges: Portal To Portal	Saturdays: Hourly Rate x 1.5
Weekdays over 8 hours/day: Hourly Rate x 1.5	Sundays: Hourly Rate x 2.0

SOIL AND MATERIAL CONSULTANTS, INC. SCHEDULE OF FEES
 Effective 1-1-21 Optional as needed testing Unit Costs AGGREGATE AND SOIL

<u>Service</u>	<u>Est. Work Units</u>	<u>Fee</u>	<u>Cost</u>
<u>Field Testing</u>			
Technician	hours	\$ 96.00 /hour 384.00 /day min.	\$
Technician with Nuclear Gauge	hours	\$ 96.00 /hour 384.00 /day min.	\$
Material Pick-up	hours	\$ 86.00 /hour	\$
<u>Laboratory Testing</u>			
Sieve Analysis – washed	each	\$ 70.00 each	\$
Hydrometer Analysis	each	\$ 95.00 each	\$
Atterberg Limits	each	\$ 75.00 each	\$
Standard Proctor	each	\$ 170.00 each	\$
Modified Proctor	each	\$ 180.00 each	\$
<u>Engineering</u>			
Senior Engineer (P.E.) - includes project administrations field/laboratory engineering, consultation and report review	hours	\$ 140.00 /hour	\$
Project Engineer	hours	\$ 95.00 /hour	\$
Estimated Cost:			\$

Billing Notes:

Hourly Charges: Portal To Portal Saturdays: Hourly Rate x 1.5
 Weekdays over 8 hours/day: Hourly Rate x 1.5 Sundays: Hourly Rate x 2.0

TERMS AND CONDITIONS

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

GEOTECHNICAL INVESTIGATIONS

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

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

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

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

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

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

TESTING SERVICES

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

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

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

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