

Municipality	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	CONSULTANT	Name Crawford, Murphy and Tilly, Inc.
Township				Address 550 N. Commons Drive, Suite 116
County Lake County				City Aurora
Section 08-00065-02-RS				State IL

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Cedar Lake Road

Route _____ Length .96 Mi. 5080 FT (Structure No. _____)

Termini IL Route 120 to Nippersink Road

Description:

Phase II Project that includes the preparation of Plans, Specifications, Engineers Estimate, Plats and Legals. The existing two-lane section of Cedar Lake Road will be widened and reconstructed as a 3-lane facility.

Agreement Provisions

The Engineer Agrees,

1. 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:
 - a. ☒ Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. ☐ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. ☒ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. ☒ Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, ~~Bridge waterway sketch, and/or Channel Change sketch~~, Utility plan and locations, and ~~Railroad Crossing work agreements~~. **Lake County Stormwater Management Commission Permit, Lake County Watershed Development Permit and IEPA 401 Water Quality Certification.**
 - f. ☐ Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. ☒ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. ☒ Furnish the LA with survey and drafts in ~~duplicate~~ **quadruplicate** of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

~~Note: Four copies to be submitted to the Regional Engineer~~

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- i. ☒ Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. ☒ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. ☐ Prepare the Project Development Report when required by the DEPARTMENT.
 - l. ☒ **Additional services as included and/or defined in the attached Scope of Services (Exhibit "A").**
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the LA DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested 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 construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That 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 LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a. ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	_____	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

~~Note: Not necessarily a percentage. Could use per diem, cost plus or lump sum.~~

2. To pay for services rendered in accordance with this AGREEMENT at actual cost of performing such work plus 172 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.
- "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

The Total Not-to-Exceed Contract Amount shall be \$543,160.20. A copy of CECS is included as Exhibit "B".

3. 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.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 172 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, ~~after they have been approved by the DEPARTMENT~~, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 172 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

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.

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.

Executed by the LA:

County of Lake _____ of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

County Board

Lake County

Clerk

(Seal)

By _____

Title _____

Board Chairman

RECOMMENDED FOR EXECUTION

Paula J. Trigg, P.E.
Director of Transportation/County Engineer
Lake County

ATTEST:

By _____

Title _____

Senior Project Manager

Crawford, Murphy and Tilly, Inc.

550 North Commons Drive, Suite 116

Aurora, IL 60504

By _____

Title _____

Kerri D. Nelson

Vice President

NOTE: Three (3) Original Executed Contracts – (2) LCDOT, (1) Consultant

EXHIBIT “A”

**CMT Phase II Scope of Services
Cedar Lake Road
IL 120 to Nippersink Road**

Exhibit A

Lake County Division of Transportation Project Scope Description to Provide Phase II (Design) Services for Cedar Lake Road – IL Route 120 to Nippersink Road

ENGINEERING SERVICES

General Project Information

1. This project is anticipated to begin in June 2015 and be completed by August 2016.
2. Roadway limits: Cedar Lake Road - IL Route 120 to Nippersink Road (Approx. 4900')
 - a. Scope assumes that the south widening and reconstruction limits of the project will match into the north limits of the IL Route 120/Cedar Lake Road Extension project that was recently completed.
 - b. Scope assumes that the north widening and reconstruction limits will match in south of the Nippersink Road intersection.
 - c. Scope assumes that the rehabilitation improvements for Nippersink Road will be from North limits of Cedar Lake Road Improvements to Village of Round Lake Fire Station (Approx. 750')
3. This Phase II Scope of Services assumes three plan submittals. Preliminary Plans (75%) Pre-Final Plans (90%) and Final Plans (100%). Pre-final and final submittals include specifications, cost estimates and estimate of time.
4. Estimated structural elements:
 - Culvert Replacement (@ Squaw Creek Crossing)
5. CMT will prepare plat of highways. Legal efforts, property appraisals, review appraisals and negotiations are included in the project scope.

PRELIMINARY INDEX OF SHEETS**# OF SHEETS**

Cover Sheet/Index of Sheets	1
General Notes & Highway Standards	1
Utility Plan Relocation Matrix	1
Summary of Quantities	3
Schedule of Quantities	4
Typical Sections (w/Mix Requirements)	4
Alignment, Ties, and Benchmarks	2
Construction Staging and Maintenance of Traffic	44
Removal Plans (Dual Pane 1"=20')	9
Roadway Plan and Profile – Cedar Lake Road (1"=20')	9
Roadway Plan Sheets (Dual Pane - No Profile) – Nippersink Road (1"=50')	1
Drainage Plan and Profile	9
Drainage Tables	4
Watermain Relocation Plans	11
Erosion and Sediment Control (Including SWPPP Sheets)	26
Grading Plan – Culvert Area	1
Grading Plan – Miscellaneous Intersections (ADA Included)	3
Pump Station Design Plan and Details	5
RV Site Design Plan and Details	5
Pavement Marking/Landscaping Plans/Roadway Signing Plans	8
Signal Modification Plans (IL 120)	2
Signal Detail Sheets	3
Lighting Plans (Not included)	0
Culvert Design and Replacement (Squaw Creek Crossing)	12
Retaining Wall for Bike Path Accommodations - Nippersink Rd Curve	2
Dewatering Plans for Culvert Replacement	2
Miscellaneous Details	3
Plat of Highways	4
Earthwork Schedule	1
Cross Sections – Cedar Lake Road (Assumes 128 x-sections – 50')	44
Cross Sections – Nippersink Road (Assumes 15 x-sections – 100')	3
Total Sheets	227

Phase II Engineering - Detailed Scope of Services

1. Data Collection

- a. Obtain, Review, and Inventory the following:
 - 1) Existing utility information (electric, natural gas, gas pipelines, transmission lines, telecommunication, cable TV, water, sewer).
 - 2) Available roadway plans / record drawings (to be obtained from Lake County and Village of Round Lake)
 - 3) Available plans/information for the pump station facility just north of Squaw Creek (to be obtained from the Village of Round Lake)
 - 4) All information pertaining to the existing RV sales/service facility (Forest Preserve property adjacent to IL 120). Information to be provided by Forest Preserve.
 - 5) Obtain/Review updated accident data (to be provided by the Lake County Sheriff's Department and LCDOT/TARS)
- b. Project Site Visits (Assume 3)

2. Field and Land Surveys (State Plane): Supplemental pick-up surveys will be required. Field Surveys (Accordance w/ LCDOT Survey Procedures)

- a. Detailed surveys at existing Squaw Creek culvert
- b. Topographic surveys and cross-sectional (50' centers) surveys for recently constructed Cedar Lake Road/IL 120 intersection
- c. Topographic surveys and cross-sectional surveys on Nippersink Road.
- d. Plot of Survey Data
 - 1.) Download of survey data/points
 - 2.) Create existing conditions plan view
 - 3.) Update Phase I Digital Terrain Model (DTM) (Contours)
 - 4.) Generate existing condition cross sections for newly surveyed areas
- e. Pick-up surveys (As Needed)

3. Pump Station Alternative Analysis, Surveys and Design

- a. Field visit to inspect existing scour issues and pump station
- b. Surveys:
 - 1) Stream Survey: Squaw Creek topo and cross-sections back to pump station
 - 2) Detailed surveys of Squaw Creek slope and scour issue at pump station
- c. Develop technical memo of slope stabilization methods (with recommendations) to address scour issue. Memo will also include ROW/easement impact analysis.
- d. Coordination with Army Corp of Engineers (ACOE) regarding preferred option.
- e. Plan Sheet Development:
 - 1) Streambank Stabilization Plan
 - 2) Streambank Stabilization Details (Details and Notes)
 - 3) Streambank Stabilization Grading Plan
 - 4) Streambank Stabilization Cross-sections
- f. Specifications and Quantities

4. RV Sales/Service Facility Improvements (Forest Preserve Property)

- a. Field visit
- b. Surveys:
 - 1) Topographic surveys and cross-sectional surveys of existing RV sale/service facility.
- c. Wetland Screening
- d. Review of existing PESA previously prepared by Forest Preserve's consultant.
- e. Plan Sheet Development:
 - 1) Proposed site plan
 - 2) Proposed grading plan
 - 3) Removal sheet
 - 4) Cross-sections
- f. Specifications and Quantities

5. Geotechnical Investigations and Reports: Geotechnical Scope is submitted as Attachment A and will be performed by Chicago Testing Laboratory, Inc. Report will be provided in a PDF format.

- a. Structural Borings: Additional geotechnical borings will be needed for the replacement of the existing culvert as well as the proposed improvements to the pump station area. The original Phase I scope did not anticipate the removal and replacement of the culvert or improvement to the area near the existing pump station.
 - 1) Two additional structural borings (80') are anticipated for Squaw Creek Culvert
 - 2) One soil boring (10') is anticipated for scour issue @ pump station. (Cost for this boring is presented under Item 3 Pump Station - Services by Others)

6. Intersection Design Study

Work associated with this task is anticipated if pedestrian/bike path facilities are incorporated into the Cedar Lake Road/IL 120 intersection.

- a. Cedar Lake Road/IL Route 120
 - 1) Revise Optimum Phasing Analysis to include pedestrian phase
 - 2) Revise Capacity Analysis to include pedestrian phase
 - 3) Update intersection geometry to incorporate pedestrian crossing
 - 4) Review preliminary traffic signal layout plan for pedestrian equipment
 - 5) Develop changes to pavement marking layout to incorporate pedestrian crossing
 - 6) Prepare and submit revised IDS drawings for submittal
 - 7) Coordination with IDOT Bureau of Programming regarding intersection changes
 - 8) Address County/IDOT and Village review comments

7. Preliminary Structural Plans (Squaw Creek Culvert)

- a. Plan Development Outline - PDO
- b. Preliminary Structure Drawings Disposition - TS&L
- c. Geotechnical Engineering Services

8. Prefinal & Final Structural Plans (Squaw Creek Culvert)

a. Prefinal Structure Drawings - Main Span & Approaches	
General Plan & Elevation	1
General Notes & Bill of Material	1
Construction Staging Details	2
Proposed Culvert & Wing Wall Details	6
Soil Boring Logs	2
Total Sheets	12

9. Roadway Plans

A detailed breakdown of proposed plan sheet count is presented on page 2 of this scope. Plan sheets will meet the requirement of Lake County Division of Transportation. The following is a general description of sheet layout and content that will be presented.

- a. Plan Preparation
 - 1) Cover Sheet/Signature Sheet/Index of Sheets
 - 2) General Notes/Commitments/Highway Standards
 - 3) Utility Plan Relocation Matrix: Status of Utilities to be adjusted – One sheet.
 - 4) Summary of Quantities – Listing of all pay items
 - 5) Schedule of Quantities – Sheet will include select quantity calculation schedules for the following items:
 - a) Earthwork (Shown prior to cross-section sheets)
 - b) Tree removal
 - c) Seeding
 - d) Erosion control
 - e) Paving
 - f) Removals
 - g) Storm sewer pipe and drainage structures (Shown after drainage sheets)
 - h) Right-of-Way markers
 - i) Pavement marking/signing
 - j) Guardrail
 - k) Structural items (Shown on structural plans)
 - 6) Typical Sections/Mixture Requirements – Existing and proposed sections will be prepared for Cedar Lake Road, Nippersink Road and side roads (as needed).
 - 7) Alignment Ties and Benchmarks (1" = 100') – Plan sheets will be prepared to show the centerline break points and curve information, horizontal control points and vertical benchmarks. The design coordinates for each point will be provided along with station and offsets. Field survey swing ties and control points will also be included for re-establishing any lost or obliterated points.
 - 8) Construction Staging and Maintenance of Traffic Control (1" = 20') – Staging and MOT sheets for Cedar Lake Road and all side roads.
 - a) Typical sections will be created to show stage construction details, including pavement widening/new construction and traffic/lane configurations.
 - b) Plan sheets will be developed at the same scale as the plan and profile sheets to show interim connections and drainage work required to construct the project in stages while maintaining traffic.

- c) Plan and profile sheets along with any associated cross section sheets will be created for temporary crossovers or connections required to shift traffic to and from existing and proposed pavement.
 - d) Detour sheets will be developed if required.
 - e) Suggested sequence of construction sheets will be developed for the Squaw Creek culvert replacement.
- 9) Removal Plan (1" = 20')
 - 10) Roadway Plan and Profile – Cedar Lake Road (1" = 20')
 - 11) Roadway Plan (Double Pane – No profile) – Nippersink Road (1" = 50')
 - 12) Drainage Plan and Profile (1" = 20')
 - 13) Drainage Tables
 - 14) Watermain Relocation Plans and Details (1" = 20')
 - 15) Erosion and Sediment Control Plans (1" = 20')
 - 16) Grading Plan – Culvert Area
 - 17) Grading Plans – Miscellaneous Intersections (Including ADA)
 - 18) Pump Station Design Plan, Details and Cross-section (See Section 3 for details)
 - 19) RV Site Design Plan, Details and Cross-sections (See Section 4 for details)
 - 20) Pavement Marking/Landscaping/Signing Plans – Sheets will show the plan view layout, sign panel details, and structural elements for sign supports. (1" = 20')
 - 21) Traffic Signal Modification Plans and Details. Traffic signal plan sheet and cable plan sheet will be developed for IL 120 intersection to incorporate pedestrian crossing.
 - 22) Lighting Plans: Lighting is not anticipated.
 - 23) Culvert Design Plans (Refer to Section 8 for sheet breakdown)
 - 24) Retaining Wall for Bike Path Accommodations – Nippersink Road Curve
 - 25) Dewatering/Diversion Detail Plan for Culvert Replacement
 - 26) Miscellaneous Details – Details will be prepared for items not covered by IDOT or Lake County Division of Transportation.
 - 27) Cross Sections:
 - a) Cross sections will be prepared every 50 feet, driveways and cross streets for Cedar Lake Road
 - b) Cross-sections will be prepared every 100 feet, driveways and cross streets for Nippersink Road
 - c) Cross sections shall also include the following information:
 - Existing and proposed right-of-way limits
 - Proposed profile elevation
 - Proposed ditch elevations
 - Existing utility information
 - Limits of stage construction
 - Excavation and embankment by construction stage
 - Limits of topsoil excavation and placement
 - Removal limits of unsuitable material
 - Sub base, shoulder and pavement structures
 - Grading for any temporary pavement
 - Pavement removal

10. Specifications and Quantities

- a. Specifications
 - 1) Prefinal specifications for roadway items

- 2) Prefinal specifications for structural items
- 3) Final specifications for roadway items
- 4) Final specifications for structural items
- b. Quantities - Computations for all pay items.
 - 1) Prefinal quantities for roadway items
 - 2) Prefinal quantities for structural items
 - 3) Final quantities for roadway items
 - 4) Final quantities for structural items
- c. An estimate of time will be prepared for the primary pay items and the anticipated construction staging method. (Prefinal and final plan submittal only)
- d. An engineer's estimate of probable cost will be prepared in unit price format for all proposed pay items. (Preliminary, prefinal and final submittals)

11. Environmental/Permitting: Environmental Services is submitted as Attachment B and will be performed by Huff & Huff, Inc. All environmental services related to the stream bank stabilization has been presented in the CECS under Item 3 – Services by Others. Additional permitting services for this section are as follows:

- a. Anticipated Permits
 - 1) IDNR – OWR Permit (Culvert Replacement)
 - a) Complete application and submit
 - b) Address permit review comments and issues
 - c) Obtain approval
 - 2) USACOE 404 Permit Coordination
 - 3) Watershed Development Permit (WDP) – LCSMC
 - 4) IEPA – Notice of Intent (NOI) – Watermain
 - 5) IEPA – Notice of Intent (NOI) – Sanitary (If required)

12. Soil Erosion and Sediment Control

- a. Prepare SWPP – Plan Sheets (See sheet/hour break out in Section 9 of Total Hours Sheet)
- b. Prepare SWPP – Narrative (IDOT Form BDE 2342)
- c. Submit NPDES (IEPA NOI Form)
- d. Submit plan to Lake County Storm Water Management Commission (LCSMC) and ACOE for approval and sign-off

13. Right of Way Services

- a. Verify existing ROW conditions
 - 1) Research and review existing plats (Assumed 5 parcels)
 - 2) Search and locate existing property/section monumentation
 - 3) Download monumentation (fieldwork), calculate section, subdivision, highway and R.O.W. lines
 - 4) Calculate and complete property parcel mapping

- b. Finalize Right-of-Way Impact Analysis
 - 1) Identify Right-of-way impacts based on proposed improvements
 - 2) Identify property ownership, parcel number and information
- c. Plat of Highways
 - 1) Preparing Plat of Highways (Scope/manhours assumes 5 parcels)
 - 2) Preparation of legal descriptions (Assumes 5 parcels)
- d. Right-of-Way Appraisals and Negotiations: Scope of services and hours is included as Attachment C and will be completed by our sub-consultant: Santacruz Associates

14. Design Services During Bid/Construction

- a. Attend pre-bid meeting
- b. Bid analysis
- c. Attend pre-construction meeting
- d. Respond to Request for Information (RFI's)
- e. Shop drawing reviews
- f. Consultation regarding design questions during construction.

Project Management - Detailed Scope of Services

15. Progress Meetings/Field Meetings/Field Checks/Coordination

- a. Progress meetings with Lake County Division of Transportation (4 meetings)
- b. Meetings with Village of Round Lake (2 meetings)
- c. Meetings with Lake County Forest Preserve (2 meetings assumed)
- d. Meeting with IDOT Bureau of Programming (2 meetings assumed)
- e. Drainage Meetings (4 meetings assumed) and Coordination
- f. Environmental Permitting Meetings (2 meetings) and Coordination
- g. Joint Utility Coordination Meetings (4 meetings)
- h. Coordination with each utility company. The following is a list of utility companies within the project limits:
 - 1) ComEd (Electrical)
 - 2) Nicor (Natural Gas)
 - 3) AT&T (Fiber/Telephone)
 - 4) Comcast
 - 5) Village of Round Lake
 - 6) MCI (Verizon Business)
- i. Field check and review by the project team after each of the milestone plan submittals
- j. Coordination with the Lake County Division of Transportation
- k. Coordination with Lake County Forest Preserve
- l. Preparation time prior to each external meeting. (1 hour/meeting assumed)
- m. Preparation of meeting minutes for each external meeting. (2 hours/meeting assumed)
- n. Maintain Project Website
- o. Construction Public Information Meeting (CPIM) prior to the start of construction. Hours include preparation of exhibits, attending meeting (1 person) and other pre-meeting preparation required for the meeting.

16. Quality Management Plan

- a. Preparation of Consultant Quality Assurance Plan (QAP)
- b. Quality assurance and constructability reviews.
- c. The project principal shall monitor and conduct QAP implementation meetings with the PM to assure conformance with the approved plan.
- d. Disposition of review comments

17. Administration/Project Management

- a. Scope of work reviews
- b. Create and maintain progress schedule
- c. Budget control
- d. Includes preparation of monthly progress reports and narratives
- e. Personnel planning, scheduling, budget control monitoring
- f. Internal project team meetings
- g. Project close out
- h. Project Invoicing/Review of subconsultant invoices

EXHIBIT “B”

CMT Cost Estimate of Consultant Services (CECS)

EXHIBIT "B"

Route: Cedar Lake Road - Phase II
 Local Agency: Lake County Division of Transportation
 Section No.: 08-00065-02-RS

Method of Compensation:

- ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]
☐ Cost Plus Fixed Fee 1
☐ Cost Plus Fixed Fee 2
☐ Cost Plus Fixed Fee 3

*Firm's approved rates on file with DOT'S
 Bureau of Accounting and Auditing:

Overhead Rate (OH) 136.69%
 Complexity Factor @ 0.00
 Calendar Days 426

Cost Estimate of Consultant's Services in Dollars

Element of Work		Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by others	In-House Direct Costs (IHDC)	Profit	Total	% of Grand Total
Phase II Tasks										
1	Data Collection	28.0	\$34.26	\$959.42	\$1,311.43	\$0.00	\$168.00	\$353.63	\$2,792.48	0.51%
2	Field Surveys	96.0	\$38.11	\$3,658.95	\$5,001.42	\$0.00	\$448.00	\$1,320.71	\$10,429.09	1.92%
3	Pump Station Alt Analysis/Surveys/Des	202.0	\$34.65	\$6,999.72	\$9,567.92	\$6,057.53	\$224.00	\$2,434.79	\$25,283.97	4.65%
4	RV Sales/Service Facility Improvements	170.0	\$36.25	\$6,162.11	\$8,422.98	\$0.00	\$224.00	\$2,147.32	\$16,956.41	3.12%
5	Geotechnical Investigations	18.0	\$41.50	\$747.06	\$1,021.16	\$11,568.13	\$0.00	\$256.39	\$13,592.74	2.50%
6	Intersection Design Study	80.0	\$32.89	\$2,630.82	\$3,596.07	\$0.00	\$0.00	\$902.90	\$7,129.78	1.31%
7	Preliminary Structural Plans (Culvert)	70.0	\$48.32	\$3,382.39	\$4,623.38	\$0.00	\$0.00	\$1,160.84	\$9,166.61	1.69%
8	Prefinal & Final Structural Plans	348.0	\$46.67	\$16,240.02	\$22,198.48	\$0.00	\$0.00	\$5,573.58	\$44,012.09	8.10%
9	Roadway Plans	2256.0	\$34.66	\$78,199.62	\$106,891.06	\$0.00	\$850.80	\$26,961.51	\$212,902.99	39.20%
10	Specifications & Quantities	232.0	\$37.46	\$8,690.55	\$11,879.12	\$0.00	\$600.00	\$3,069.60	\$24,239.27	4.46%
11	Environmental/Permitting	140.0	\$37.27	\$5,217.67	\$7,132.03	\$36,532.28	\$0.00	\$1,790.71	\$50,672.69	9.33%
12	Soil Erosion and Sediment Control	32.0	\$35.90	\$1,148.76	\$1,570.24	\$0.00	\$0.00	\$394.25	\$3,113.25	0.57%
13	Right of Way Services	120.0	\$40.60	\$4,872.10	\$6,659.68	\$30,000.00	\$2,000.00	\$1,962.11	\$45,493.88	8.38%
14	Design Services During Bid/Constructio	94.0	\$37.16	\$3,493.47	\$4,775.22	\$0.00	\$0.00	\$1,198.96	\$9,467.65	1.74%
Project Management Tasks										
15	Meetings and Coordination	346.0	\$39.69	\$13,733.80	\$18,772.73	\$0.00	\$1,973.76	\$4,999.64	\$39,479.94	7.27%
16	Quality Assurance Plan	84.0	\$43.06	\$3,617.09	\$4,944.21	\$0.00	\$0.00	\$1,241.39	\$9,802.69	1.80%
17	Project Administration	154.0	\$44.63	\$6,872.32	\$9,393.78	\$0.00	\$0.00	\$2,358.58	\$18,624.68	3.43%
Totals		4470.0	\$37.28	\$166,625.87	\$227,760.90	\$84,157.94	\$6,488.56	\$58,126.92	\$543,160.20	100.00%

Cedar Lake Road - Phase II
 II 120 to Nippersink Road
 Lake County Division of Transportation

Man Hour Estimate for Consulting Services (Total Project)

Crawford, Murphy, and Tilly, Inc.

Summary of Man Hours

Item		CMT Total Hours
Phase II Tasks		
1	Data Collection	28.0
2	Field Surveys	96.0
3	Pump Station Alt Analysis/Surveys/Design	202.0
4	RV Sales/Service Facility Improvements	170.0
5	Geotechnical Investigations	18.0
6	Intersection Design Study	80.0
7	Preliminary Structural Plans (Culvert)	70.0
8	Prelinal & Final Structural Plans	348.0
9	Roadway Plans	2,258.0
10	Specifications & Quantities	232.0
11	Environmental/Permitting	140.0
12	Soil Erosion and Sediment Control	32.0
13	Right of Way Services	120.0
14	Design Services During Bid/Construction	94.0
Project Management Tasks		
15	Meetings and Coordination	346.0
16	Quality Assurance Plan	84.0
17	Project Administration	154.0
Total Project Hours:		4,470.0

Cedar Lake Road - Phase II
IL 120 to Nippersink Road
Lake County Division of Transportation

Man Hour Estimate for Consulting Services (Total Project)

Crawford, Murphy, and Tilly, Inc.

		<u>CMT Hours</u>	
1	Data Collection		
1.a	Obtain and Review Project Information	10	
1.b	Project Site Visit	18	
	Sub - total		28
2	Field Surveys		
2.a	Survey of Squaw Creek Culvert	6	
2.b	Cedar Lake Road/IL 120 Intersection	16	
2.c	Nippersink Road	32	
2.d	Download/Plot Survey Data	10	
2.e	Misc. Pick-up Surveys	32	
	Sub - total		96
3	Pump Station Alt Analysis/Surveys/Design		
3.a	Field Visit to Inspect Existing Scour Issues at Pump House	8	
3.b	Surveys	48	
3.c	Develop Technical Memo to Address Scour Issue	40	
3.d	Coordination w/ ACOE Regarding Slope Stabilization Option	10	
3.e	Plan Sheet Development	80	
3.f	Specifications and Quantities	16	
	Sub - total		202
4	RV Sales/Service Facility Improvements		
4.a	Field Visit to Inspect Existing Scour Issues at Pump House	8	
4.b	Surveys	48	
4.c	Wetland Screening	12	
4.d	Reviewing Existing PESA	6	
4.e	Plan Sheet Development	80	
4.f	Specifications and Quantities	16	
	Sub - total		170
5	Geotechnical Investigations		
5.a	Coordination with Subconsultant	6	
5.b	Engineering Analysis, Recommendations and Reporting	12	
	Sub - total		18
6	Intersection Design Study		
6.a	Prepare and Submit IDS for Cedar Lake Road/IL 120 Intersection	80	
	Sub - total		80
7	Preliminary Structural Plans (Culvert)		
7.a	Plan Development Outline - PDO	16	
7.b	Preliminary Structure Drawings	40	
7.c	Geotechnical Engineering Element	14	
	Sub - total		70

Cedar Lake Road - Phase II
 II 120 to Nippersink Road
 Lake County Division of Transportation

Man Hour Estimate for Consulting Services (Total Project)

Crawford, Murphy, and Tilly, Inc.

8 Prefinal & Final Structural Plans

8.a	Prefinal Structure Drawings - Main Span & Approaches	<u>No. Sheets</u>	<u>Hours/Sheet</u>	<u>Total</u>
	General Plan & Elevation	1	30	30
	General Notes & Bill of Material	1	30	30
	Construction Staging Details	2	30	60
	Proposed Culvert & Wing Wall Details	6	34	204
	Soil Boring Logs	2	12	24
		12		348
	Sub - total			348

9 Roadway Plans

9.a	Plan Sheet Preparation	<u>No. Sheets</u>	<u>Hours/Sheet</u>	<u>Total</u>
	Cover Sheet/Index of Sheets	1	8	8
	General Notes & Highway Standards	1	6	6
	Utility Plan Relocation Matrix	1	8	8
	Summary of Quantities	3	10	30
	Schedule of Quantities	4	14	56
	Typical Sections (w/Mix Requirements)	4	20	80
	Alignment, Ties, and Benchmarks	2	16	32
	Construction Staging and Maintenance of Traffic	44	8	352
	Removal Plans (Dual Pane 1"=20')	9	18	162
	Roadway Plan and Profile - Cedar Lake Road (1"=20')	9	18	162
	Roadway Plan and Profile - Nippersink (1"=50')	1	14	14
	Drainage Plan and Profile	9	20	180
	Drainage Tables	4	16	64
	Watermain Relocation Plans	11	18	198
	Erosion and Sediment Control	26	12	312
	Grading Plan - Culvert Area	1	16	16
	Grading Plans - Miscellaneous	3	16	48
	Pump Station Design Plan, Details & Cross-sections (See Section 3)	5	0	0
	RV Site Design Plan, Details & Cross-sections (See Section 4)	5	0	0
	Pavement Marking/Landscaping Plans/Roadway Signing Plans	8	18	144
	Traffic Signal Modification Plans (IL 120)	2	24	48
	Traffic Signal Detail Sheets	3	6	18
	Lighting Plans (Not anticipated)	0	0	0
	Culvert Design and Replacement (Squaw Creek Crossing) (See Section 8)	12	0	0
	Retaining Wall for Bike Path Accommodations - Nippersink Rd Curve	2	15	30
	Dewatering/Diversion Plans for Culvert Replacement	2	20	40
	Miscellaneous Details	3	15	45
	Plat of Highways (Insert Plat of Highways)	4	0	0
	Earthwork Schedule	1	15	15
	Cross Sections -- Cedar Lake Road	44	4	176
	Cross Sections -- Nippersink Road	3	4	12
		227		2256
	Sub - total			2256

Cedar Lake Road - Phase II
 II 120 to Nippersink Road
 Lake County Division of Transportation

Man Hour Estimate for Consulting Services (Total Project)

Crawford, Murphy, and Tilly, Inc.

10	Specifications & Quantities		
10.a	Specifications		
	Prefinal specifications for roadway items	40	
	Prefinal specifications for structural items	16	
	Final specifications for roadway items	30	
	Final specifications for structural items	4	
10.b	Quantities		
	Prefinal quantities for roadway items	40	
	Prefinal quantities for structural items	16	
	Final quantities for roadway items	40	
	Final quantities for structural items	4	
10.c	Estimate of Time		
	Roadway	8	
10.d	Engineers Estimate of Probable Cost		
	Preliminary submittal	16	
	Prefinal submittal	12	
	Final submittal	6	
	Sub - total		232
11	Environmental/Permitting		
11.a	Anticipated Permits		
	IDNR/OWR Permit	40	
	USACOE 404 Permit	24	
	Watershed Development Permit (WDP) - LCSMC	60	
	IEPA - Notice of Intent - Watermain	8	
	IEPA - Notice of Intent - Sanitary (If required)	8	
	Sub - total		140
12	Soil Erosion and Sediment Control		
12.a	Prepare SWPP - Plan Sheets (See sheet/hour break out in Section 9)	0	
12.b	Prepare SWPP - Narrative (IDOT Form BDE 2342)	10	
12.c	Submit NPDES (IEPA NOI Form)	6	
12.d	Submit plan to LCSME and ACOE for approval and sign-off	16	
	Sub - total		32
13	Right of Way Services		
13.a	Verify existing ROW conditions	6	
13.b	Finalize Right-of-way impact analysis	6	
13.c	Plat of highways (assume 5 parcels @ 20 hours/parcel)	100	
13.d	Right-of-way Appraisals and Negotiations	8	
	Sub - total		120
14	Design Services During Bld/Construction		
14.a	Attend pre-bid meeting	6	
14.b	Bid analysis	6	
14.c	Attend pre-construction meeting	6	
14.d	Respond to RFI's	24	
14.e	Shop drawing reviews	12	
14.f	Consultation regarding design questions during construction	40	
	Sub - total		94

Cedar Lake Road - Phase II
 II 120 to Nippersink Road
 Lake County Division of Transportation

Man Hour Estimate for Consulting Services (Total Project)

Crawford, Murphy, and Tilly, Inc.

15	Meetings and Coordination		
15.a	Progress meetings with LCDOT	24	
15.b	Meetings with Village of Round Lake	12	
15.c	Meetings with Lake County Forest Preserve	12	
15.d	Meetings with IDOT Bureau of Programming	12	
15.e	Drainage meetings and coordination	32	
15.f	Environmental meetings/coordination with subconsultant	10	
15.g	Meetings with utility companies	32	
15.h	Coordination with utility companies	40	
15.i	Field check after each of the milestone submittals	12	
15.j	Coordination with Lake County DOT	40	
15.k	Coordination with Lake County Forest Preserve	24	
15.l	Preparation time prior to meetings (Total of 20 meetings)	20	
15.m	Prepare Meeting Minutes (Total of 20 meetings)	40	
15.n	Maintain Project Website	12	
15.o	Construction Public Information Meeting	24	
	Sub - total		346
16	Quality Assurance Plan		
16.a	Prepare Quality Assurance Plan	8	
16.b	Quality Assurance Reviews	40	
16.c	Monitor QAP Compliance	12	
16.d	Disposition of Review Comments	24	
	Sub - total		84
17	Project Administration		
17.a	Scope of Work Reviews	12	
17.b	Create and Maintain Progress Schedule	20	
17.c	Budget Control	20	
17.d	Monthly Progress Reports	14	
17.e	Personnel Planning	12	
17.f	Internal Team Meetings	40	
17.g	Project Close Out	24	
17.h	Project Invoicing	12	
	Sub - total		154

Cedar Lake Road - Phase II
 II 120 to Nippersink Road
 Lake County Division of Transportation

Development of Project Hourly Rates (IDOT Method)

Crawford, Murphy, and Tilly, Inc.

Item	2015 Actual Rate	2016 Projected @ 3.0% Increase	2017 Projected @ 3.0% Increase	2018 Projected @ 3.0% Increase	2019 Projected @ 3.0% Increase	2020 Projected @ 3.0% Increase
Average Hourly Rate as a Percent of 2015 Rate	100.0%	103.0%	106.1%	109.3%	112.6%	115.9%
Estimated Months of Contract in Given Year	7	7	0	0	0	0
% of Project Duration	50.00%	50.00%	0.00%	0.00%	0.00%	0.00%
Extension	0.500	0.515	0.000	0.000	0.000	0.000
Weighted Project Hourly Rate Multiplier	Note: Salary Adjustments are Given on January 1 of Each Year					1.0150

Project Duration: June 1, 2015 to July 31, 2016= 14 months

**Cedar Lake Road - Phase II
Lake County Division of Transportation**

**Computation of Prorated
Project Hourly Rates**

Crawford, Murphy, and Tilly, Inc.

Classification	Actual 2015 Average Hourly Rate	Weighted Hourly Rate Multiplier	Project Hourly Rates *
Principal	\$70.00	1.0150	\$70.00
Senior Project Engineer	\$58.29	1.0150	\$59.16
Project Engineer	\$45.33	1.0150	\$46.01
Senior Engineer	\$35.34	1.0150	\$35.87
Senior Technical Manager	\$38.94	1.0150	\$39.52
Engineer	\$27.96	1.0150	\$28.38
Planner	\$22.21	1.0150	\$22.54
Registered Land Surveyor	\$40.50	1.0150	\$41.11
Senior Technician	\$34.51	1.0150	\$35.03
Technician II	\$26.08	1.0150	\$26.47
Technician I	\$20.22	1.0150	\$20.52
Clerical	\$20.51	1.0150	\$20.82

* Rates to be applied to all project work tasks

Cedar Lake Road - Phase II
 II 120 to Nippersink Road
 Lake County Division of Transportation

Estimate of Direct Costs

Crawford, Murphy, and Tilly, Inc.

1	Data Collection		
a	Travel: 3 trips x 100 miles x \$.56/mile	\$168.00	
	Sub - total		\$168.00
2	Field Surveys		
a	Travel: 8 trips x 100 mile x \$.56/mile	\$448.00	
	Sub - total		\$448.00
3	Pump Station Alt Analysis/Surveys/Design		
a	Travel: 4 trips x 100 miles x \$.56/mile	\$224.00	
	Sub - total		\$224.00
4	RV Sales/Service Facility Improvements		
a	Travel: 4 trips x 100 miles x \$.56/mile	\$224.00	
	Sub - total		\$224.00
5	Geotechnical Investigations		
a	No Direct Costs		
	Sub - total		\$0.00
6	Intersection Design Study		
a	No Direct Costs		
	Sub - total		\$0.00
7	Preliminary Structural Plans (Culvert)		
a	No Direct Costs	\$0.00	
	Sub - total		\$0.00
8	Prefinal & Final Structural Plans		
a	No Direct Costs		
	Sub - total		\$0.00

**Cedar Lake Road - Phase II
II 120 to Nippersink Road
Lake County Division of Transportation**

Estimate of Direct Costs

9	Roadway Plans		
a	Printing: Preliminary Plans 204 Sheets/set x 10 sets (11"x17" sheets) x \$.14/sheet	\$285.60	
b	Printing: Prefinal Plans 204 Sheets/set x 10 sets (11"x17" sheets) x \$.14/sheet	\$282.60	
c	Printing: Final Plans 204 Sheets/set x 10 sets (11"x17" sheets) x \$.14/sheet	\$282.60	
	Sub - total		\$850.80
10	Specifcations & Quantities		
a	Printing: Preliminary Submittal 200 Sheets/set x 10 sets (8 1/2" x 11" sheets) x \$.10/sheet	\$200.00	
b	Printing: Prefinal Submittal 200 Sheets/set x 10 sets (8 1/2" x 11" sheets) x \$.10/sheet	\$200.00	
c	Printing: Final Submittal 200 Sheets/set x 10 sets (8 1/2" x 11" sheets) x \$.10/sheet	\$200.00	
	Sub - total		\$600.00
11	Environmental/Permitting		
a	No Direct Costs	\$0.00	
	Sub - total		\$0.00
12	Soil Erosion and Sediment Control		
a	No Direct Costs	\$0.00	
	Sub - total		\$0.00
13	Right of Way Services		
a	Title Commitments Assume 5 parcels/\$400 per commitment	\$2,000.00	
	Sub - total		\$2,000.00
14	Design Services During Bid/Construction		
a	No Direct Costs	\$0.00	
	Sub - total		\$0.00

Cedar Lake Road - Phase II
II 120 to Nippersink Road
Lake County Division of Transportation

Estimate of Direct Costs

15	Meetings and Coordination		
a	Travel:		
	17 Meetings x 110 mile x \$.56/mile (LCDOT)	\$985.60	
	2 Meetings x 68 mile x \$.56/mile (IDOT)	\$76.16	
	2 Meetings x 100 mile x \$.56/mile (Round Lake)	\$112.00	
b.	Exhibit Boards:		
	Professionally printed exhibit boards for CPIM	\$800.00	
	Sub - total		\$1,973.76
16	Quality Assurance Plan		
a	No Direct Costs	\$0.00	
	Sub - total		\$0.00
17	Project Administration		
a	No Direct Costs	\$0.00	
	Sub - total		\$0.00

ATTACHMENT “A”

Chicago Testing Laboratory, Inc.

Sub-Consultant Agreement

**Scope and Man-hours for
Geotechnical Investigations and Reports**



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Chicago Testing Laboratory, Inc.

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info@chicagotestinglab.com

April 15, 2015

Mr. Kelly Farley, P. E.
Crawford, Murphy & Tilly, Inc.
550 North Commons Drive, Suite 116
Aurora, Illinois 60504

Re: Request for Proposal - CTL Proposal No. EG13218R1
Geotechnical Exploration, Lab Testing and Engineering
Phase II - Cedar Lake Road
Additional Borings for Culvert and Pump House Area
Lake County, Illinois

Dear Mr. Farley,

Please find the enclosed copy of Chicago Testing Laboratory's revised cost estimate proposal for the requested phase II geotechnical exploration and engineering services for the Squaw Creek culvert and pump house area on Cedar Lake Road near Forest Ave. in Round Lake, Lake County, Illinois. The proposed scope of work outlined in this revised proposal has been changed based on your verbal request given on April 14, 2015. Also included are a brief summary of our history and performance, and an outline of our capabilities.

We appreciate the opportunity to provide this proposal and look forward to continuing work with you on this important project. With almost a century of heritage, and a reputation consistent with more than 100 years of materials testing and geotechnical expertise, CTL remains "best in class" for construction materials inspection, training, and research. We look forward to being a part of your team, and thank you for your time and consideration.

Sincerely,
CHICAGO TESTING LABORATORY, INC.

Donald K. Sisson
Project Manager / Geologist

Phase II - Cedar Lake Road
Additional Borings for Culvert and Pump House Area
(Squaw Creek Crossing near Forest Ave.)
Lake County, IL
Geotechnical Exploration, Lab Testing and Engineering

CTL Proposal No. EG13218R1



Chicago Testing Laboratory, Inc.

SUMMARY OF QUALIFICATIONS

Since 1912, the Chicago Testing Laboratory, Inc. has been a professional engineering consulting firm actively engaged in the research, consulting, testing, and inspection of construction materials. CTL continues to maintain its reputation as a leader in the field of materials testing and inspection, and is used by public agencies and private corporations worldwide for our analysis and testing expertise.

Chicago Testing Laboratory:

- Is a professional engineering consultant in the state of Illinois and Indiana, and is prequalified by the Illinois Department of Transportation and Indiana Department of Transportation.
- Has provided construction and materials expertise on numerous projects in the Chicago metro area.
- Contracts with the Illinois DOT for quality assurance of construction materials and bituminous mix designs.
- Has worked as a sub consultant to numerous prime consultants on Illinois DOT and Illinois State Toll Highway Authority projects, and provides materials inspection for dozens of villages and municipalities.
- Provides construction and materials training to agency, contractor and consultant personnel throughout the United States.

CTL is committed to the principles of quality – from design through the construction of pavement structures. With our independent locations, CTL strives to:

- Ensure customer satisfaction through meaningful process control
- Maintain a high level of Total Quality Management
- Maximize the quality and serviceability of today's construction projects

CTL has four full service laboratories in Illinois – in Elk Grove Village, Thornton, Joliet and Warrenville – all are Illinois DOT-approved. CTL's laboratories are AMRL and ASTM accredited, and staffed with IDOT Certified Technicians. CTL strives for successful completion of each project by providing well-qualified personnel to furnish superior quality.

CTL teaches and develops construction and materials testing training programs, including the IDOT QC/QA certification training courses. CTL has taught numerous national courses for different state, local, and federal agencies on the proper use of construction materials. Not only are CTL technicians QC/QA certified, but many are also IDOT QC/QA instructors.

CTL research activities have resulted in several ASTM test specifications, including the Abson asphalt recovery test (ASTM D1856) and the Root-Tunnicliff method for evaluating stripping of asphalt mixtures (ASTM D 4867). Numerous other special tests and equipment have been developed in connection with special investigations and research studies for various clients and technical societies.

FIELD/LAB TESTING SERVICES

CTL is completely equipped to test and analyze asphalt, concrete, soils, steel, and other construction materials. CTL's technicians are certified and skilled in all aspects of field construction testing, from soil density to interstate paving inspection. CTL is qualified in performing geotechnical investigation, evaluation, and report writing in the state of Illinois and Indiana, and has successfully completed numerous projects in the past of various scope and scale.

For geotechnical exploration projects similar in scope and magnitude, CTL typically assigns:

- Engineering Technicians - for reconnaissance, boring layout, coring of pavements using standard coring equipment and traffic control measures.
- Project Manager/Sr. Engineering Technicians - for project planning and coordination of traffic control measures. The project manager is the primary contact to the client for all aspects of the project.
- Drilling Services – CTL would typically hire a reputable sub-contractor. CTL has an extensive work history with providers of geotechnical drilling services.

Included unit rates are based on the indicated scope of requested services.

PROJECT OVERVIEW

CTL understands that the objective of this project is to provide additional field and lab testing and engineering analysis required to help further establish the existing subsurface conditions for design of the proposed culvert replacement at the Squaw Creek Crossing on Cedar Lake Road. In addition, an additional boring has been requested in the vicinity of a nearby pump house structure for the design of slope stabilization measures at the adjacent stream.

The proposed geotechnical field investigation would include the following:

1) Structural soil borings (2) as outlined in the IDOT's Geotechnical Manual would be drilled at accessible locations near the existing culvert on either side of the structure to supplement boring information obtained in the phase I exploration. The depth of the structural soil borings would be determined in the field at the time of the exploration by the field engineer/field geologist according to IDOT's guidelines. For estimating purposes the depth of each boring is approximately 80 feet below the ground surface.

Temporary shoulder closures are required for some of the work. All work would take place during normal working days and normal day working hours.

2) Additional soil boring (1) as would be drilled at an accessible location near the existing pump house located on the east side of Cedar Lake Road just North of Squaw Creek for design of slope stabilization measures. The soil boring would be drilled to a depth of 10 feet below the ground surface, as requested.

We anticipate a minimum of 1 day to layout boring locations, 2-3 days to complete the soil borings. Depending on weather, scheduling, utility location/conflict resolution and other unknown factors it may be possible to complete the field work in approximately 1-2 weeks.

Lab testing required typically includes testing to determine the physical properties of soils encountered and depends largely upon the type and condition of the soils encountered. Moisture Content, Unconfined Compressive Strength, Grain Size Analysis, Liquid/Plastic Limit and Illinois Bearing Ratio tests are typically included in the lab testing program.

A report would typically be available within 3-4 weeks after completion of the field work.

Estimate

The estimate is based on full time daytime work scheduled on consecutive weekdays. If unforeseen conditions and restrictions, other than those mentioned herein, affect the reasonably regular scheduling of technicians, overtime charges may be incurred. Overtime unit rates would be increased to 1.5 times the standard unit rate for work performed on Monday through Saturday, while Sunday work will be at 2.0 times the standard unit rate. Work performed in excess to an 8 hour shift may also be subject to over time rate.

Travel / Vehicle unit rate is based on an estimated average 72 miles round trip to and from the project site to CTL (Elk Grove Village) at reimbursement rate of \$0.555 per mile.

The estimated budget has been prepared using the 'Cost Plus Fixed Fee' spreadsheet provided by IDOT. An outline of Direct Costs and Services by Others has also been prepared. These calculations are enclosed with this proposal for your reference.

Estimated Budget Total = \$12972.38

TASK BREAKDOWN

As requested, the proposed work was divided into two (2) separate tasks for presentation to the client. Accordingly, the estimated cost of each task is as follows:

Task 1 – Additional Borings for Culvert	=	\$11,568.13
Task 2 – Pump House Area boring	=	\$ 1,404.25
Estimated Budget Total	=	\$12,972.38

PREVAILING WAGES

Our unit rates take into consideration the prevailing wage rate set by the IDOL associated with publicly funded projects. Changes in the prevailing wage rates may result in a modification to the listed unit rates and will likely affect the estimated cost.

UNION AFFILIATIONS

Chicago Testing Laboratory, Inc. technicians have chosen to be represented by the IUOE Local 150 materials testers union. The addition of this bargaining agreement is reflected in the pricing and provisions shown in this proposal.

ACCEPTANCE

CTL Proposal No. EG13218R1

Reference: Geotechnical Exploration, Lab Testing and Engineering
Phase II - Cedar Lake Road
Additional Borings for Culvert and Retaining Wall
Lake County, IL

Estimated Budget Total = \$12,972.38

Enclosures: -'Payroll Escalation Table..., Payroll Rates..., Subconsultants..., Cost Plus Fixed Fee Cost Estimate..., Average Hourly Project Rates' (Total 7 pp.)
-Breakdown of In-House Direct Costs etc... (2 pp.)
-General Conditions (1p.)

Please sign and return this acceptance form as your agreement to proceed with the scope of work as indicated. By signing this form, you agree to remit payment to CTL at the rates listed in the referenced proposal and attachments dated April 15, 2015.

Company Name:

Contact Name:

Address:

Telephone Number:

Fax Number:

Signature: _____

Date: _____



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Chicago Testing Laboratory, Inc.

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CHICAGO TESTING LABORATORY, INC.
CIVIL - GEOTECHNICAL - CONSTRUCTION MATERIALS
GENERAL CONDITIONS

TEST BORINGS AND FIELD INVESTIGATIONS

On projects requiring test borings, test pits, or other explorations, we may obtain the services of reputable subcontractors to perform such work.

ACCESS TO SITES

Unless otherwise agreed, the Client will furnish us with right-of-access to the site in order to conduct the planned exploration. We will take responsible precautions to minimize damage to the site due to our operations, but have not included in the fee the cost of restoration of any damage resulting from the operations. If the Client desires, we will restore any damage to the site and add the cost of restoration to the fee.

INSURANCE

We maintain Workman's Compensation Insurance and Employer's Liability Insurance in conformance with state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury (limit \$1,000,000 each occurrence, \$1,000,000 aggregate) and property damage (limit \$1,000,000 each occurrence, \$1,000,000 aggregate).

Within the limits of said insurance, we agree to hold the client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of ourselves and our employees. If the client placed greater responsibilities upon us or requires further insurance coverage, we if specifically so directed, will take out additional insurance (if procurable) to protect us at the clients' expense. We shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of our insurance.

LIMITATION OF PROFESSIONAL LIABILITY

The Client recognizes the inherent risks connected with construction. In performing our professional services, we will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of our profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the proposal for consulting service or by furnishing oral or written reports of the findings made. It is agreed that the Client will limit any and all liability, claim for damages, cost of defense or expenses to be levied against us on account of any design defect, error, omission, or professional negligence to a sum not to exceed \$50,000, or the amount of our fees, which ever is less.

INVOICES

Progress invoices will be submitted to the client monthly and a final bill will be submitted upon completion of the services. Invoices will show charges for different personnel and expense classifications. A more detailed separation of charges and data will be provided at clients request, but each invoice is due on presentation and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of 1 1/2% per month, or the maximum rate allowed by law on past due accounts.

The client's obligation to pay for the work contracted is in no way dependent upon the client's ability to obtain financing, zoning, approval of governmental or regulatory agents, or upon the client's successful completion of the project.

WE RESERVE THE RIGHT TO SUSPEND OR TERMINATE WORK OR WITHHOLD REPORTING UPON FAILURE OF THE CLIENT TO PAY INVOICES AS DUE.

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME
PRIME/SUPPLEMENT

Chicago Testing Laboratory, Inc.

DATE 04/15/15
PSB NO.

CONTRACT TERM
START DATE
RAISE DATE

12 MONTHS
6/1/2015

OVERHEAD RATE
COMPLEXITY FACTOR
% OF RAISE

230.15%
0
4.00%

ESCALATION PER YEAR

6/1/2015 - 12/31/2015

7

12

1/1/2016 - 5/31/2016

5

12

= 58.33%

= 1.0167

43.33%

The total escalation for this project would be:

1.67%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

Chicago Testing Laboratory, Inc.

DATE _____

04/15/15

ESCALATION FACTOR

1.67%

[illegible]

Subconsultants

FIRM NAME Chicago Testing Laboratory, Inc.
PRIME/SUPPLEMENT _____
PSB NO. _____

DATE 04/15/15

NAME	Direct Labor Total	Contribution to Prime Consultant
Task 1 - GeoCon	6,300.00	630.00
Task 2 - GeoCon	350.00	35.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
Total	6,650.00	665.00

COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

FRM

Chicago Testing Laboratory, Inc.

DATE _____

MSD

PSB
PRIME/SUPPLEMENT

OVERHEAD RATE
COMPLEXITY FACTOR

2.3015
0

$$\text{Profit} = 14.5\%[\text{DL} + \text{R}(\text{DL}) + \text{OH}(\text{DL}) + \text{IHDC}]$$
[illegible]

12,972.38

AVERAGE HOURLY PROJECT RATES

FIRM
Chicago Testing Laboratory, Inc.

□ □
 ○ ○
 △ △

PRIME/SUPPLEMENT

DATE _____

04/15/15

SHEET

3

FO

5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Task 2 - Engineering			Task 2 - Report								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Manager	30.39												
Materials Tester II	38.81												
Project Geologist	30.39				0.5	33.33%	10.13						
Lab Technician	29.78												
Geotechnical Engine	44.73	1	100.00%	44.73									
Field Secretary	18.30				1	66.67%	12.20						
TOTALS		1	100%	\$44.73	1.5	100%	\$22.33	0	0%	\$0.00	0	0%	\$0.00

DETERMINED BY THE ACCIDENTS UNIT

Phase II - Cedar Lake Road Additional Borings for Culvert and
Retaining Wall
Lake County, IL
CTL Proposal EG13218R1



Chicago Testing Laboratory, Inc.
1348 Ridge Avenue
Elk Grove Village, IL 60007

Breakdown of Estimated In-House Direct Costs

4/15/2015

Item	Task Description	Unit Cost	Units	Rate
Planning	Site reconnaissance necessary for planning/ drill rig access etc...			
	-Daily Mileage (per vehicle)	\$0.555	72	\$39.96
	Total Daily Cost (per vehicle)			\$39.96
	Total Vehicle days		1	
	Total Planning Cost			\$39.96 ←
Layout	Layout boring and core locations			
	Coordinate Utility Location/ Joint Meet			
	-Daily Mileage (per vehicle)	\$0.555	72	\$39.96
	Total Daily Cost (per vehicle)			\$39.96
	Total Vehicle days		1	
	Total Layout Cost			\$39.96 ←
Field Work	Drilling Personnel / Field Engineer/Geologist			
	-Daily Mileage (per vehicle)	\$0.555	72	\$39.96
	Total Daily Cost (per vehicle)			\$39.96
	Total Vehicle days		2	
	Total Drilling cost			\$79.92 ←
Lab Testing	Miscellaneous Lab Supplies			
	-Supplies (lump sum)	\$50.00	1	\$50.00
	Total Lab Testing Cost			\$50.00 ←
Engineering	Miscellaneous Supplies/Drafting			
	-Supplies (lump sum)	\$40.00	1	\$40.00
	Total Engineering Cost			\$40.00 ←
Report	Miscellaneous Office Supplies/Reporting			
	-Supplies (lump sum)	\$40.00	1	\$40.00
	Total Report Cost			\$40.00 ←

Phase II - Cedar Lake Road Additional Borings for Culvert and
Retaining Wall
Lake County, IL
CTL Proposal EG13218R1



Chicago Testing Laboratory, Inc.
1348 Ridge Avenue
Elk Grove Village, IL 60007

Breakdown of Estimated Outside Direct Costs

4/15/2015

Item	Task Description	Unit Cost	Units	Rate
Field Work				
	-Sign Rental (per day)	\$ 100.00	2	\$200.00
	Total Outside Direct Costs			\$200.00 ←

Breakdown of Estimated Cost of Services By Others

Item	Task Description	Unit Cost	Units	Rate
Field Work				
	Drill Rig Mobilization			
	-Mobilization (Lump Sum)	\$ 650.00	1	\$650.00
	Drilling & Sampling (per rig hour)			
	-(Includes drill crew of 2 operators)	\$ 300.00	20	\$6,000.00
	Total Cost of Services By Others			\$6,650.00 ←

ATTACHMENT “B”

Huff & Huff, Inc.

Sub-Consultant Agreement

**Scope and Man-hours for
Environmental Permitting**



environmental engineers
and consultants

915 Harger Road, Suite 330
Oak Brook, IL 60523
Phone (630) 684-9100
Fax (630) 684-9120
Website: <http://huffinhuff.com>

April 15, 2015

Mr. Kelly Farley, P.E.
Crawford, Murphy & Tilly, Inc.
550 Commons Drive
Aurora, Illinois 60504-8198

Re: **Phase 2 Environmental Permitting Services**
Cedar Lake Road, from IL 120 to Nippersink Road
Round Lake, Lake County, Illinois
Proposal No.: W14-014WP

Dear Mr. Farley:

Huff & Huff, Inc. (CONSULTANT) is pleased to submit this proposal to perform Phase 2 permitting services for the proposed improvements of Cedar Lake Road in Round Lake, Illinois. This proposal presents our project approach, the scope of services, cost, and schedule for completing the project.

1. PROJECT UNDERSTANDING

The Lake County Division of Transportation (LCDOT) is proposing roadway improvements to Cedar Lake Road from Illinois Route 120 (IL 120) to Nippersink Road in the Village of Round Lake, Lake County, Illinois (T45N, R10E, Sections 29 and 32). Existing land use within the project corridor includes residential and Lake County Forest Preserve District (LCFPD) Nippersink Forest Preserve.

The services requested of CONSULTANT involve Phase 2 permitting services. Wetland delineations were completed by CONSULTANT in Phase 1 for this project in 2011. This proposal presents our project understanding, the scope of services, and cost for completing the project.

2. SCOPE OF SERVICES

The following scope of services will be completed for the proposed improvements to Cedar Lake Road in Lake County. The Phase 2 permitting services to be completed for this project include wetland permitting, threatened and endangered species signoffs, and initial coordination with the Illinois Historic Preservation Agency for historic or archeological resources.

Task 1. Wetland Delineation Update

Wetland delineations were completed by CONSULTANT in Phase 1 for this project in 2011. As wetland delineations are only valid for five years a wetland delineation update is required.

A. Off-site Record/Document Review

Based on available mapping as well as current aerial photography and previous wetland delineations, it is anticipated there are four wetland/"Waters of the U.S" (WOUS) present within the project limits.

The following records/documents will be reviewed prior to conducting the field investigation. Soils information will be reviewed to determine the soil types encountered during the delineation procedures. The sources to be reviewed and used include:

- U.S. Geological Survey Topographic Map
- National Wetlands Inventory Map (NWI)
- Lake County Wetland Inventory Map
- Lake County Advanced Identification (ADID) Map
- Lake County Soil Survey
- FEMA Floodplain Maps
- Hydric Soils of the United States
- Aerial Photographs

B. On-Site Investigation (Field Inventory)

Wetland delineations were completed by CONSULTANT in Phase 1 for this project in 2011. Therefore, this scope of services includes a re-delineation of wetlands previously delineated by CONSULTANT in 2011.

The on-site investigation will be conducted by our environmental staff experienced in Federal methods for conducting wetland delineations. Our staff will classify and define hydric soils, hydrophytic vegetation, and evidence of hydrology to determine if wetlands are present. The wetland perimeters will be flagged and surveyed in the field using Global Positioning System (GPS) equipment.

A wetland delineation of the project site will be conducted that will meet the requirements of Executive Order 11990, "Protection of Wetlands;" Section 404 of the Federal Water Pollution Control Act as amended by the Clean Water Act (Corps of Engineers, Section 404 Permit) and the Illinois Environmental Protection Agency Section 401 Guidelines regulations. These regulations pertain to the placement of fill or alteration of drainage within wetlands of any type and apply to privately as well as publicly-owned wetlands. The investigation will meet the requirements of these regulations by identifying the type, functions, and boundaries of the involved wetlands.

Wetlands found will be classified according to type using the "Classification of Wetlands and Deep Water Habitats of the United States" by Cowardin. Wetland boundaries will be defined using the Corps of Engineers Regional Supplement to the COE Wetlands Delineation Manual (COE, 2010). This includes a soil investigation to determine the presence or absence of hydric soils and an analysis of the dominant plant species. Field observations will be made on any evidence indicating the hydrology of the area and on water sources that are supporting these

wetlands. Functions of these wetlands will be evaluated from field observations.

In addition to the wetland/WOUS's identified by aerial photography, the entire project area will be investigated in the event that unmapped wetlands are present. The NWI map and previous wetland delineation reports for the project area identified 25 wetland/WOUS within the project limits.

C. Wetland Report

Upon completion of the wetland delineations, a wetland delineation report will be prepared summarizing the findings of the formal delineation upon completion. This report will be used for the basis of permitting.

Wetland delineation data sheets will be included in the report, which summarize the findings of the field investigation. A minimum of one wetland and one upland data point is needed for each wetland encountered.

Specific items to be included are as follows:

- a) Map showing the wetland/WOUS boundaries and project boundaries
- b) COE data sheets with color photos
- c) Written description of wetland functional classification
- d) Floristic Quality Index Rating assessment
- e) Mitigation options
- f) Jurisdictional Summary Table
- g) Identification of 303d impaired waterways

A formal delineation of wetlands is required in accordance with the Chicago District COE regulations, prior to permitting any wetland impacts. In the Chicago District, within Illinois, the wetland delineation report must include a floristic quality assessment. CONSULTANT will provide four bound hard copies of the Wetland and WOUS Investigation Report and one CD containing a PDF of the report and shape files of the wetland and WOUS boundary.

Task 2. Wetland Permitting Corps of Engineers

Permits for wetland impacts are issued through the Chicago District, COE in Lake County. CONSULTANT will complete and submit the Joint Application form and other necessary information to obtain a permit from the COE for impacts to "Waters of the U.S." (WOUS) and/or wetlands. The COE will coordinate with the following agencies during the review of the Joint Application as required:

- U.S. Army Corps of Engineers (COE)
- U.S. Fish & Wildlife Service (FWS)
- Illinois Department of Natural Resources (IDNR)
- Illinois Department of Natural Resources/Office of Water Resources (IDNR/OWR)

- Illinois Environmental Protection Agency (IEPA)
- Illinois Historic Preservation Agency (IHPA)

The Chicago District of the COE has a regional permit program meant to simplify and expedite specific types of projects. Most regional permits have automatically authorized Section 401 Water Quality Certification (WQC) from the IEPA. It is anticipated that this project will qualify for a regional permit. If the project does not qualify for a regional permit, an individual permit will be required. Individual permits require a public notice period as well as separate WQC from the IEPA. The individual permit process can take significantly more time than the regional permit process. This scope of work assumes the project will qualify under the Regional Permit program. This scope does not include permitting under the Individual Permit.

Within the regional permit program, permits are classified as either Category I or Category II. Category I includes activities with minimal impacts requiring review by the COE. Category II includes activities with minimal impacts requiring more rigorous review by the COE and coordination with the resource agencies.

Regional Permit 3 (RP3) authorizes the construction or replacement of public transportation projects, including roads, bridges, runways and taxiways, and railroads. Impacts to WOUS permitted under an RP3 shall not exceed 0.25 acre for any single crossing. For projects that involve multiple crossings of WOUS, the cumulative impact cannot exceed 1.0 acre.

At this time, no on-site mitigation design is included in the scope of services. If wetland mitigation is required, wetland banking may or may not be an option for this project. If not, a separate proposal will be prepared for wetland mitigation design.

Endangered species review is also required through the U.S. Fish and Wildlife Service (USFWS) under Section 7 of the Federal Endangered Species Act if a federal action is undertaken (the COE issuing a permit).

The USFWS no longer conducts project-by-project review upon request; rather, the applicant is required to conduct an assessment and determine if impacts to federally listed species will occur as a result of the proposed project. To conduct this review, applicants are required to conduct the USFWS Section 7 Consultation and document their findings. CONSULTANT will prepare the Section 7 Consultation letter. Threatened or endangered species surveys are not included in this scope. Coordination with the IDNR is initiated through the submittal of the Ecological Compliance Assessment Tool (EcoCAT), requesting information on project threatened or endangered species.

Coordination with the Illinois Historic Preservation Agency (IHPA) is required to determine the presence/absence and potential impacts of the project to cultural or archeological resources. If cultural or archeological resources are identified within the proposed project a Phase I archeological survey could be required by IHPA. CONSULTANT will coordinate with CLIENT to find a qualified firm if a certified Phase I archeologist is required for the project. A cost for such a study is not included in this proposal as the need is undetermined until IHPA responds.

Mitigation

There are currently two options by which mitigation criteria can be met: 1) the use of a wetland bank, or 2) new wetland construction. In most cases, the COE prefers the use of wetland banks over new wetland construction.

Wetland banking is typically the best way to provide mitigation for wetland impacts. The creation of small isolated mitigated wetlands does not replace the functions of wetlands as well as a large scale wetland bank. In many cases, the regulatory community prefers the use of wetland banks to mitigate impacts. Banking is a viable mitigation option for this project.

Because the COE generally prefers the use of mitigation banks and the level of mitigation required, if any, is currently unknown, wetland mitigation design is not included in this proposal. Wetland mitigation design is not included in this scope of work.

Other permits

Costs for the following permits are not included in this proposal. If these permits become necessary, a separate proposal can be submitted.

- Section 401 of the Clean Water Act is automatically granted under most Regional Permits from the COE. If the project does not meet the guidelines of the Regional Permit Program, separate Section 401 WQC will be required. This proposal assumes the project will qualify for a regional permit.
- National Pollutant Discharge Elimination System (NPDES) Permitting - Client will be responsible for preparation of the NPDES permitting, plan preparation, and associated coordination. CONSULTANT will not complete this item; however, as stated above, CONSULTANT will complete the coordination with the IDNR and IHPA (associated with a Section 404 permit), which will need to be submitted by Client during the NPDES permitting process, prior to receiving an NPDES permit.

Task 3. Lake County Wetland Permitting

Lake County regulates all wetlands including isolated waters of Lake County and buffers to these wetlands. Lake County defines four levels of wetland impacts:

- Category I includes wetland impacts with a cumulative impact area of 0.25 acre or less, without impacts to High Quality Aquatic Resources (HQAR), High Functional Value Wetland (HFVW), or High Quality Habitat Sites (HQHS).
- Category II includes projects that have between 0.25 and 2 acres of wetland impact and do not impact HQAR, HFVW, and/or HQHS.
- Category III includes wetland impacts with a cumulative impact area of 2 acres or greater in size, or that impact HQAR, HQHS, and/or HFVW.
- Category IV includes wetland impacts for the restoration, creation, and enhancement of wetlands provided that there are net gains in aquatic resource function.

It is anticipated that ADID mapped wetland sites mapped within the project limits will be considered Category III. Category III permit applications must include documentation of

avoidance and minimization on the site. In addition, any permit application that includes an impact to a HQAR, HQHS, or HFVW must include an alternative analysis for wetland avoidance.

Several other agencies are involved in the permitting process through external reviews related to the natural resources of the wetland. The following summarizes additional requirements:

The CONSULTANT will work with the LCDOT to obtain permits as required under the Lake County Watershed Development Ordinance. The Lake County Ordinance requires permits for impacts related to stormwater and wetlands. CONSULTANT will work with CMT (Client) to obtain the wetland authorizations through the County. Client will obtain the necessary stormwater permits. This scope includes a boundary verification and pre-application meeting with Lake County.

Task 6. Erosion Control Coordination

The Lake County SMC is required to review the project for erosion and sedimentation control measures for projects in Lake County. If wetland impacts are unavoidable, the SMC reviews the entire project for erosion control protection (not just the wetland areas). The COE issuance of a permit to impact wetlands will be contingent upon approval of the erosion and sediment control plan by the SMC. The SMC review is initiated under a separate application process.

The Designated Erosion Control Inspector (DECI) provision in the Lake County Watershed Development Ordinance (WDO) was adopted in 2007 to ensure the effectiveness of soil erosion and sediment control measures during construction. The DECI provision applies to development sites with over 10 acres of hydrologic disturbance and those with over one acre of hydrologic disturbances that have wetlands and/or floodplain on site or adjoining the site. The DECI will oversee the installation and maintenance of soil erosion and sediment control measures during construction.

Task 7. Meetings

This task will cover coordination meetings with CMT, COE, and Lake County DOT. We anticipate up to four coordination meetings for the project.

Task 8. Preliminary Environmental Site Assessment (PESA)

CONSULTANT will prepare a PESA for the Cedar Lake Road project from Illinois Route 120 (IL 120) to Nippersink Road. Based on the time since completion (greater than three years) of the previous PESA in January 2012 a new PESA will be necessary. However, information from the January 2012 PESA will be used to aid in completion of the new PESA.

H&H will prepare separate Preliminary Environmental Site Assessment for the local roads portions of the Project Corridor; IDOT completes PESAs for state right of way portions of the project. The process will follow general protocols associated with ASTM E1527-13, which is a

standard environmental site assessment methodology and IDOT procedures. These protocols are consistent with the "Preliminary Site Assessment (PESA)" procedures outlined by the Illinois Department of Transportation (IDOT) in BDE #66-10A and the "Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation Highway Projects." No soil sampling is included in this task.

A. Historical Research

The project corridors historical land use/ownership records will be developed from standard historical sources. Historical aerial photographs or historical maps, such as Sanborn Fire Insurance Maps, will be reviewed, as available. The review will identify land use over time and potential areas of environmental concern, such as areas of surface disturbance and outside storage.

B. Site Evaluation

Current environmental features and conditions of sites adjacent to the right-of-way/project areas will be evaluated. A site walkover of potential right-of-way/project areas designated for excavation and/or acquisition will be conducted for first-hand evaluation of current environmental conditions within the project limits. All of the features and conditions listed above will be investigated and, as appropriate, documented in photographs. The land-use and housekeeping practices of adjacent properties also will be evaluated in accordance with ASTM protocols.

C. Records Review

A records review will be conducted to determine potential environmental concerns within the study areas. The reviews will include a search of standard state and federal environmental record databases in accordance with the specifications of ASTM standards. The searches are based on the outline of the study areas.

Specifically, CONSULTANT will search each database to identify any potential sources requiring further investigation. As appropriate, Freedom of Information Act (FOIA) requests will be filed with the Illinois Environmental Protection Agency (IEPA) to obtain additional data pertaining to identified sites.

D. Report Preparation

A PESA report summarizing the results of the evaluation will be prepared for each of the project corridors. The following information will be included in these reports:

- a) The project location and description
- b) Historical uses of corridor.
- c) The area geology and hydrology.
- d) The environmental status of sites adjacent to the corridor regarding chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, and hazardous waste, wastewater, and PCBs.
- e) An analysis of the site inspection.
- f) A summary of the findings regarding any environmental concerns. This will include IDOT's per Memo 66-10 and identification of Potentially Impacted

Properties (PIPs) per Subpart F, Section 1100, 35 IAC, related to Clean Construction Demolition Debris management.

Task 9. CCDD Determination and Documentation

Since final disposition concerns are primarily related to CCDD considerations, CONSULTANT proposes to complete the LPC-662 document (owner-signed and analysis for soil pH only in conjunction with the PESA and PESA Update documentation). It should be noted that receiving facilities typically like to see laboratory analytical results within one-year of collection

CONSULTANT understands that the depth of excavation on the majority of the project corridor is relatively shallow, less than 4 feet below ground surface (bgs); with the potential exception of a detention area where excavation may extend to depths of approximately 8 feet bgs. Therefore, CONSULTANT proposes to collect up to 12 soil pH samples, via hand auger, representative of the project corridor, and specifically related to areas of proposed excavation.

The pH results will be compared to the acceptable range of 6.25 to 9.0 to ensure spoils meet the soil pH requirement. The LPC-662 documentation shall be prepared using historic research and pH results, noting any exceptions or exclusion zones that do not meet the acceptable range. This information is useful to determine pay items associated with handling and disposal considerations.

The intent is to include the completed LPC-662 documentation in conjunction with the PESA Update Memo, to be included with the bidding documents provided to contractors.

Task 10. Sustainable Concepts

H&H will work with CMT in the design phase to develop potential sustainable concepts for this project. As there are existing drainage issues related to the project, H&H will investigate various “green” concepts that may be feasible for this project. As drainage improvements are required, bioswales may be a feasible alternative to conventional drainage swales. Bioswales allow for more infiltration of groundwater and provide a filtering effect through the vegetation and increased infiltration. Preliminary or concept designs will be developed during the Phase 1 Engineering and will be presented to the LCDOT as potential options.

Task 11. QA/QC

For this task, time has been allotted for quality assurance/quality control, specifically for review of laboratory analytical information and internal document review.

Task 12. Village of Round Lake Pump Station

The Village of Round Lake has requested streambank stabilization measures for a pump station located on the east side of Cedar Lake Road, north of Squaw Creek, be incorporated into this project. This task includes the work as described in Tasks 1 through 11 above, for the

streambank stabilization of Squaw Creek. CONSULTANT will develop conceptual streambank stabilization methods. The COE RP10, Bank Stabilization, allows for a total of 500 lineal feet of structural streambank stabilization practices. If greater than 500 lineal feet of structural streambank stabilization practices are proposed, an Individual Permit (IP) will be required. This task does not include costs for an IP.

3. PROJECT COST

This proposal covers Phase 2 permitting services for the Cedar Lake Road improvement project. Compensation for the services provided under this agreement will be on a time and material basis in accordance with the tasks described in Section 2.

The CONSULTANT will invoice monthly after the project is initiated. Payment is requested within 30 days of the date of invoice. The project costs are presented on the attached Cost Estimate for CONSULTANT Services forms. This scope of services does not include the additional tasks necessary for an Individual Permit or wetland bank mitigation credits. No permitting fees are including in the cost estimate.

4. SCHEDULE

The CONSULTANT will initiate the wetland delineation and permitting process upon Notice to Proceed.

Please indicate acceptance of this agreement by returning a signed copy of this agreement. We appreciate the opportunity to work with you and look forward to a successful resolution. If you have any questions concerning our proposed scope of services or fees, please contact us.

5. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

© 2008 by GZA GeoEnvironmental, Inc.

Crawford, Murphy, & Tilly, Inc.:

Site: Cedar Lake Road (IL Route 120 to Nippersink Avenue)

These Terms and Conditions, together with Consultant's Proposal, make up the Agreement between with Consultant, Crawford, Murphy, & Tilly, Inc., named above.

1. Services. H&H will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in H&H's costs will be the subject of a negotiated amendment or change order.

2. Standard of Care. H&H will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. **NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY H&H'S PROPOSAL OR BY ANY OF H&H'S ORAL OR WRITTEN REPORTS.**

3. Payment.

- a. Except as otherwise stated in the Proposal, you will compensate H&H for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
- b. Any retainer specified in H&H's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
- c. H&H will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. H&H may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse H&H's costs of collecting overdue invoices, including reasonable attorneys' fees.

4. Your Responsibilities.

- a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide H&H with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to H&H. Unless otherwise indicated in writing, H&H will be entitled to rely on documents and information you provide.
- b. If you use the services of a construction contractor at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
 - (i) to indemnify, defend and hold harmless, to the fullest extent permitted by law, you and H&H, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;
 - (ii) to name you and H&H as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and
 - (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
- c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify H&H and H&H shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.

5. Right of Entry. You grant H&H and its subcontractor(s) permission to enter the site to perform the services. If you do not own the site, you represent and warrant that the owner has granted permission for H&H to enter the site and perform the services; you will provide reasonable verification on request; and you will indemnify H&H for any claims by the site owner related to alleged trespass by H&H or its subcontractors.

6. Reliance. The services, information, and other data furnished by you shall be at your expense, and H&H may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by H&H is directly related to the

accuracy and completeness of the information and data that you furnish to H&H. **H&H's REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO H&H.**

7. H&H Professionals. H&H employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists, collectively referred to in this section as "H&H Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of H&H or other contractor/consultant(s), which audit may require additional services, even though H&H and such H&H Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate H&H for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.

8. Hazardous Materials; H&H "Not a Generator". Before any hazardous or contaminated materials are removed from the site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. H&H will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the site. H&H will not have responsibility for or control of the site or of operations or activities at the site other than its own. H&H will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold H&H harmless for any costs or liability incurred by H&H in defense of or in payment for any legal actions in which it is alleged that H&H is the owner, generator, treater, storer or disposer of hazardous waste.

9. Limits on H&H's Responsibility. H&H will not be responsible for the acts or omissions of contractors or others at the site, except for its own subcontractors and employees. H&H will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall H&H's professional activities or the presence of H&H or its employees and subcontractors be construed to imply that H&H has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by H&H of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.

10. Changed Conditions.

- a. You recognize the uncertainties relating to the furnishing of professional services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.

- b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, H&H will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.
- c. If no agreement can be reached, H&H will be entitled to terminate its services and to be equitably compensated for the services already performed. H&H will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part or any other causes beyond H&H's reasonable control, and you will compensate H&H for any resulting increase in its costs.

11. Documents and Information. All documents, data, calculations and work papers prepared or furnished by H&H are instruments of service and will remain H&H's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to H&H. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to H&H. Any technology, methodology or technical information learned or developed by H&H will remain its property. Provided H&H is not in default under this Agreement, H&H's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.

12. Electronic Media. In accepting and utilizing any drawings, reports and data on any form of electronic media generated by H&H, you covenant and agree that all such electronic files are instruments of service of H&H, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by H&H and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of H&H will be at the user's sole risk and without any liability to H&H.

13. Confidentiality; Subpoenas. Information about this Agreement and H&H's services and information you provide to H&H regarding your business and the site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as H&H reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. H&H will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. You will reimburse H&H for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.

14. Insurance. During performance of the services, H&H will maintain workers compensation, commercial general liability, automobile liability, and professional liability insurance. H&H will furnish you certificates of such insurance on request.

15. Indemnification. You agree to hold harmless, indemnify, and defend H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by H&H's negligence or willful misconduct.

16. Limitation of Remedies.

- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by H&H under this Agreement.
- b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
- c. Any claim will be deemed waived unless received by H&H within one year of substantial completion of the services.
- d. H&H will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages.
- e. H&H will not be liable to you or the site owner for injuries or deaths suffered by H&H's or its subcontractors' employees.
- f. You will look solely to H&H for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any H&H principal, officer, employee or agent.

17. Disputes.

- a. All disputes between you and H&H shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
- d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

18. Miscellaneous.

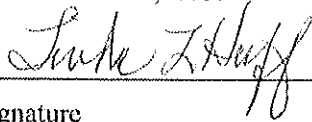
- a. Massachusetts law shall govern this Agreement.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.
- d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to H&H under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in H&H's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.

- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.

BOTH PARTIES HERETO WARRANT AND REPRESENT that they have full right, power, and authority to execute this Contract.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first specified above.

CONSULTANT
HUFF & HUFF, INC.



Signature

By Linda L. Huff, P.E.
Typed Name

Principal
Officer's Title

April 15, 2015
Date

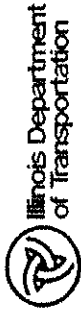
CLIENT
Crawford, Murphy, & Tilly, Inc.

Signature

Typed Name

Officer's Title

Date



Payroll Escalation Table
Fixed Raises

FIRM NAME	Huff & Huff, Inc.	DATE	4/16/2015	OVERHEAD RATE	148.80%
PRIME/SUPPLEMENT		PTB NO.		COMPLEXITY FACTOR	0
				% OF RAISE	3.00%

CONTRACT TERM	18 MONTHS
START DATE	11/1/2014
RAISE DATE	4/1/2015

ESCALATION PER YEAR

11/1/2014 - 4/1/2015	4/2/2015 - 4/1/2016	4/2/2016 - 5/1/2016	
5	12	1	
18	18	18	

= 27.78%
= 1.0234
The total escalation for this project would be:
5.89%
2.34%



Payroll Rates

DATE 4/16/2015

2.34%

[illegible]

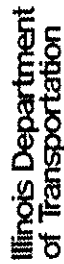


Firm	Huff & Huff, Inc.
Route	Cedar Lake Road
Section	IL-120 to Nipper
County	Lake
Job No.	
PTB & Item	

Complexity Factor 0

Item	Manhours	Payroll	Overhead & Fringe Benefits	In-House Direct Costs	Fixed Fee	Outside Direct Costs	Services By Others	Total	% of Grand Total
Wetland Delineation Update	60	1,795.16	2,671.19	139.10	667.79	20.00	0.00	5,293.24	12.85%
Wetland Permitting COE	68	2,058.45	3,062.98	93.40	756.15	40.00	0.00	6,010.98	14.59%
Lake County Wetland Permitting.	34	1,081.70	1,609.56	84.60	402.50	40.00	0.00	3,218.36	7.81%
Erosion Control Coordination	24	890.71	1,325.38	47.90	328.28	0.00	0.00	2,592.27	6.29%
Meetings	34	1,350.31	2,009.27	195.95	515.55	0.00	0.00	4,071.08	9.88%
PESA	43	1,476.58	2,197.15	73.35	543.33	270.00	0.00	4,560.40	11.07%
CCDD Determination	26	924.38	1,375.48	96.21	347.43	332.00	0.00	3,075.50	7.47%
Sustainable concepts	44	1,886.18	2,806.64	73.10	691.06	0.00	0.00	5,456.97	13.25%
QA/QC	14	791.04	1,177.06	0.00	285.37	0.00	0.00	2,253.47	5.47%
Village of Round Lake Pump Station	47	1,579.29	2,349.98	77.10	580.92	66.00	0.00	4,653.29	11.30%
TOTALS	394	13,833.79	20,584.69	880.71	5,118.38	768.00	0.00	41,185.57	100.00%

X				
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Route	Cedar Lake Road
Section	IL-120 to Nippersink Rd
County	Lake
Job No.	
PTB/Item	

Date 4/16/2015

Sheet 1 OF 2

Payroll		Total Project Rates						Wetland Delineation Update				Wetland Permitting COE				Lake County Wetland Permittin				Erosion Control Coordination				Meetings	
Classification	Avg Hourly Rates	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	% Part.		
Principal	70.00	9	2.28%	1.60																					
Senior Geotechnical Cons.	58.29	0																							
Senior Consultant	54.13	42	10.66%	5.77	2	3.33%	1.80	2	2.94%	1.59	2	5.88%	3.18	4	16.67%	9.02	10	29.41%	15.92						
Senior Geologist PM	54.51	4	1.02%	0.55																					
Senior Engineering PM	39.38	0																							
Senior Scientist PM	42.07	0																							
Senior Planning PM	44.53	0																							
Engineering PM	37.89	0																							
Geologist PM	39.37	10	2.54%	1.00																					
Scientist PM II	33.71	168	42.64%	14.37	20	33.33%	11.24	30	44.12%	14.87	20	58.82%	19.83	20	83.33%	28.09	24	70.59%	23.80						
Scientist PM I	40.60	0																							
Asst. PM Engineer II	37.39	0																							
Asst PM Engineer I	29.52	0																							
Asst PM Planning	31.49	0																							
Sr. Technical Specialist	42.81	12	3.05%	1.30	3	5.00%	2.14	2	2.94%	1.26															
Sr. CADD Specialist	31.00	10	2.54%	0.79	3	5.00%	1.55	2	2.94%	0.91															
Environmental Engineer	32.48	50	12.69%	4.12																					
Environmental Scientist E1	24.60	80	20.30%	5.00	30	50.00%	12.30	30	44.12%	10.85	10	29.41%	7.24												
Environmental Scientist E2	22.64	0																							
Administrative Managers	38.13	0																							
Sr. Administrative Asst.	26.61	9	2.28%	0.61	2	3.33%	0.89	2	2.94%	0.78	2	5.88%	1.57												
Administrative Assistant	21.65	0																							
Senior PM II	59.04	0																							
Senior PM I	39.60	0																							
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HUFF & HUFF, INC.
SUMMARY OF INHOUSE DIRECT COSTS
Project:

							DIRECT	
Task 1 - Wetland Delineation Update								
Trips - Company	100 miles	x	2 x	\$	0.575	=	\$	115.00
Tolls			1 x	\$	1.90	=	\$	1.90
Reproduction	4 sets	x	75 x	\$	0.03	=	\$	9.00
Color copies	4 sets	x	30 x	\$	0.11	=	\$	13.20
Task Total							\$	139.10
Task 2 - Wetland Permitting COE								
Trips - Company	100 miles	x	1 x	\$	0.575	=	\$	57.50
Tolls			1 x	\$	1.90	=	\$	1.90
Reproduction	4 sets	x	100 x	\$	0.03	=	\$	12.00
Color copies	4 sets	x	50 x	\$	0.11	=	\$	22.00
Task Total							\$	93.40
Task 3 - Wetland Permitting SMC								
Trips - Company	100 miles	x	1 x	\$	0.575	=	\$	57.50
Tolls			1 x	\$	1.90	=	\$	1.90
Reproduction	4 sets	x	100 x	\$	0.03	=	\$	12.00
Color copies	4 sets	x	30 x	\$	0.11	=	\$	13.20
Task Total							\$	84.60
Task 4 - Erosion Control Coordination								
Trips - Company	80 miles	x	1 x	\$	0.575	=	\$	46.00
			0 x	\$	-	=	\$	-
Task Total							\$	47.90
Task 5 - Meetings								
Trips - Company	90 miles	x	3 x	\$	0.575	=	\$	155.25
Tolls			3 x	\$	1.90	=	\$	5.70
Parking			1 x	\$	35.00	=	\$	35.00
Task Total							\$	196.95
Task 6 - PESA								
Trips - Company	100 miles	x	1 x	\$	0.575	=	\$	57.50
Tolls			1 x	\$	1.90	=	\$	1.90
Parking			0 x	\$	5.00	=	\$	-
Reproduction	3 sets	x	100 x	\$	0.03	=	\$	9.00
Color copies	3 sets	x	10 x	\$	0.11	=	\$	3.30
Photo sheets	3 sets	x	5 x	\$	0.11	=	\$	1.65
CAD Plots			0 x	\$	1.85	=	\$	-
			0 x	\$	-	=	\$	-
Task Total							\$	73.35
Task 7 - CCDD Determination								
Trips - Company	100 miles	x	1 x	\$	0.575	=	\$	57.50
Tolls			1 x	\$	1.90	=	\$	1.90
Parking			0 x	\$	5.00	=	\$	-
Reproduction	3 sets	x	50 x	\$	0.03	=	\$	4.50
Color copies	3 sets	x	5 x	\$	0.11	=	\$	1.65
Photo sheets	3 sets	x	2 x	\$	0.11	=	\$	0.66
Field Kit	1 day	x	1 x	\$	30.00	=	\$	30.00
CAD Plots			0 x	\$	1.85	=	\$	-
			0 x	\$	-	=	\$	-
Task Total							\$	95.21
Task 8 - Sustainable Concepts								
Trips - Company	50 miles	x	2 x	\$	0.575	=	\$	57.50
Tolls			0 x	\$	1.00	=	\$	-
Parking			0 x	\$	5.00	=	\$	-
Reproduction	6 sets	x	50 x	\$	0.03	=	\$	9.00
Color copies	6 sets	x	10 x	\$	0.11	=	\$	6.60
Photo sheets	0 sets	x	0 x	\$	0.11	=	\$	-
CAD Plots			0 x	\$	1.85	=	\$	-
			0 x	\$	-	=	\$	-
Task Total							\$	73.10
Task 9 - QA/QC								
			0 x	\$	-	=	\$	-
Task Total							\$	-
Task 10 - Village of Round Lake Pump Station								
Trips - Company	100 miles	x	1 x	\$	0.575	=	\$	57.50
Tolls			1 x	\$	1.90	=	\$	1.90
Parking			0 x	\$	5.00	=	\$	-
Reproduction	3 sets	x	50 x	\$	0.03	=	\$	4.50
Color copies	3 sets	x	20 x	\$	0.11	=	\$	6.60
Photo sheets	3 sets	x	20 x	\$	0.11	=	\$	6.60
CAD Plots			0 x	\$	1.85	=	\$	-
			0 x	\$	-	=	\$	-
Task Total							\$	77.10
GRAND TOTAL							\$	880.71

HUFF & HUFF, INC.
SUMMARY OF OUTSIDE DIRECT COSTS
Project:

				<u>OUTSIDE</u>
Task 1 - Wetland Delineation Update				
Federal Express	1 x	\$ 20.00	= \$	20.00
		Task Total	\$	20.00
Task 2 - Wetland Permitting COE				
Federal Express	2 x	\$ 20.00	= \$	40.00
		Task Total	\$	40.00
Task 3 - Wetland Permitting SMC				
Federal Express	2 x	\$ 20.00	= \$	40.00
		Task Total	\$	40.00
Task 4 - Erosion Control Coordination				
	0 x	\$ -	= \$	-
		Task Total	\$	-
Task 5 - Meetings				
	0 x	\$ -	= \$	-
		Task Total	\$	-
Task 6 - PESA				
Federal Express	1 x	\$ 20.00	= \$	20.00
Records Search	1 x	\$ 250.00	= \$	250.00
	0 x	\$ -	= \$	-
		Task Total	\$	270.00
Task 7 - CCDD Determination				
Federal Express	1 x	\$ 20.00	= \$	20.00
pH sampling	12 x	\$ 26.00	= \$	312.00
		Task Total	\$	332.00
Task 8 - Sustainable Concepts				
	0 x	\$ -	= \$	-
		Task Total	\$	-
Task 9 - QA/QC				
	0 x	\$ -	= \$	-
		Task Total	\$	-
Task 10 - Village of Round Lake Pump Station				
Federal Express	2 x	\$ 20.00	= \$	40.00
pH sampling	1 x	\$ 26.00	= \$	26.00
Records Search	0 x	\$ 250.00	= \$	-
	0 x	\$ -	= \$	-
		Task Total	\$	66.00
GRAND TOTAL				\$ 768.00

ATTACHMENT “C”

Santacruz Associates

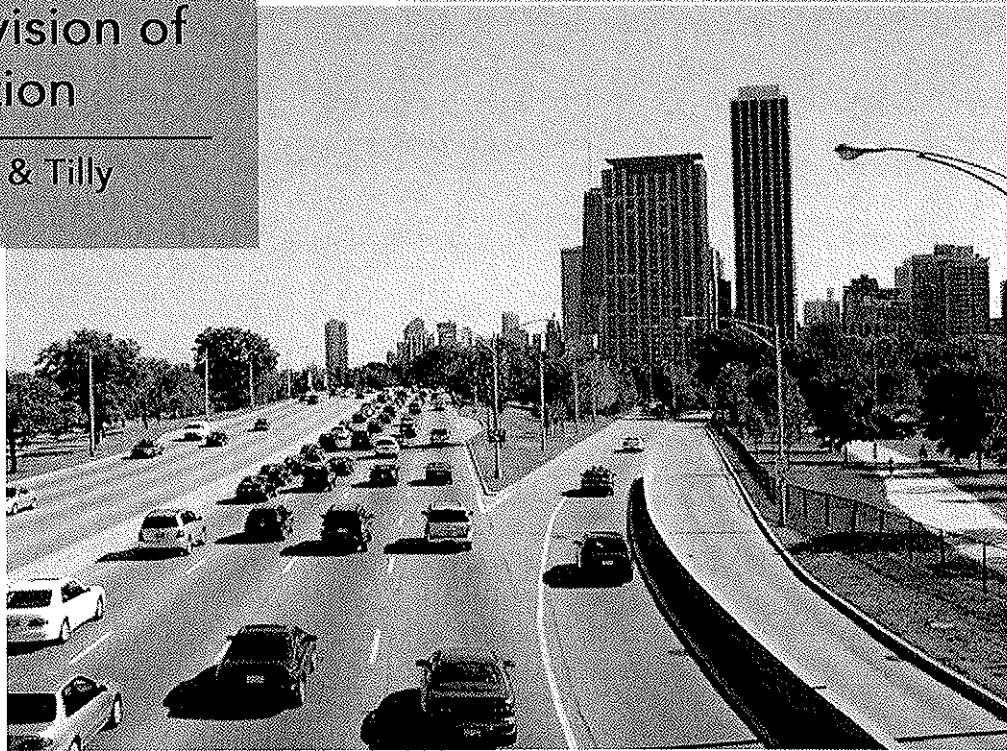
Sub-Consultant Agreement

Scope and Man-hours for Appraisals and Negotiations


PROPOSAL FOR LAND ACQUISITION SERVICES

Lake County Division of
Transportation

Crawford, Murphy & Tilly



Cedar Lake Road
from IL 120 to Nippersink Road

**Santacruz Land
Acquisitions** 

2650 Valor Drive · Glenview, IL 60026
www.santacruz-associates.com

Contact:
J. Steve Santacruz
847-868-9620
jsteve@santacruz-associates.com

1

EXECUTIVE SUMMARY

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

- Deliver the right of way on-time to meet the letting
- Manage the acquisition risks, including the cost of condemnation litigation
- Compliance with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act), IDOT land acquisition policies and procedures and FWA policies.

CRITICAL ISSUE 1: DELIVER THE RIGHT-OF-WAY ON-TIME TO MEET LETTING

Delivery of right of way on-time keeps the project on its letting schedule. We understand that nothing is more important to the LPA. We also know that keeping the land acquisition on-time and within budget is a measurement of success for the LPA. When a project does not meet its letting schedule, we know it can impact the budget for the LPA, causing scheduling conflicts with potential contractors and also affect other economic factors which govern the delivery of the overall roadway improvement program for the LPA.

Our solution is to assemble a team of industry leading right of way professionals that have years of experience working on land acquisition projects with the understanding of what needs to be done to complete an acquisition on time.

Santacruz Land Acquisitions will work with the staff for the LPA and/or **Crawford, Murphy & Tilly**, Engineer for the LPA, ("Consultant") to develop a land acquisition plan for the reconstruction of Cedar Lake Road from IL 120 to Nippersink Road (the "Project") to assure that the goals are met. Beginning with waiver valuations on the appraisal side, we look for ways to reduce the time on the acquisition cycle. With years of right of way acquisition work, we have a large database of real estate representatives for corporate acquisitions to cut down the time spent in the initial steps of locating the real estate representative for each property.

All of these efficiencies lead to ways in which we minimize our time with an acquisition and translate to your project staying on schedule.

CRITICAL ISSUE 2: MANAGE THE ACQUISITION RISKS

Equally important as the scheduled letting is the acquisition budget for the Project. Cost overruns can jeopardize a project from moving forward. Because real estate costs can represent a significant portion of the budget for a transportation project, our team will suggest ways to minimize impacts and reduce costs in challenging acquisitions. We will also work with the LPA to minimize the condemnation referrals that impact the budget for this Project. By the same token, our team will quickly identify parcels in the very beginning of the process that have title issues that can only be resolved through condemnation.

Through experience, we know that a portion of the parcels will need to be acquired through condemnation. As such, your land acquisition consultant needs to have knowledge of the legal requirements necessary to position an agency for condemnation. Our team possesses that knowledge and has years of experience providing "expert witness" testimony in these matters.

Santacruz Land Acquisitions is made up of skilled right of way professionals with a vast background in real estate and civil engineering with respect to transportation projects which gives us the ability to recognize issues and resolve them before they create delays.

CRITICAL ISSUE 3: COMPLIANCE WITH GOVERNMENT REGULATIONS

All land acquisition services must be performed in accordance with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act). In addition, we are familiar with IDOT's land acquisition guidelines, policies and procedures.

WHY SANTACRUZ LAND ACQUISITIONS?

As you review our proposal, you will see that the team that Santacruz Land Acquisitions has assembled is versatile, experienced and qualified to deliver the full scope of the land acquisition needs for the LPA. What sets apart our team is:

- Years of successful on-time delivery of right of way land acquisition services to various other agencies
- Diverse set of real estate acquisition disciplines including backgrounds in law and civil engineering
- Extensive experience with complex valuations and acquisitions
- Title review experience, including familiarity with all types of recorded documents affecting real estate and knowledge on how to clear title
- Experience in reviewing plats and legal descriptions, as well as an ability to review and understand roadway construction plans
- Expertise with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act), Illinois Eminent Domain Act (735 ILCS 30), IDOT Land Acquisition Guidelines.
- Familiarity with IDOT policies and procedures related to land acquisition and appraisals.

Our solution is to apply our team's extensive collective decades of experience complying with federal and state laws and maximizing the team's knowledge of the land acquisition policies of IDOT.

ADDITIONAL COMPONENT OF OUR PROPOSAL: BEP UTILIZATION

Santacruz Land Acquisitions is a BEP with Central Management Services, a DBE with IDOT and an MBE with Cook County and the City of Chicago.

TEAM ORGANIZATION

Santacruz Land Acquisitions has assembled a versatile team of professional right of way consultants with the experience to deliver successful land acquisition services and meet the letting dates of the project. J. Steve Santacruz, President of Santacruz Associates Ltd. d/b/a Santacruz Land Acquisitions will lead the team as Project Manager. The team brings a wealth of experience in land acquisition for governmental agencies and related real estate law and civil engineering disciplines to assure the proper handling of even the most complicated of acquisitions. Additionally, the key members of the Santacruz Land Acquisitions team have collaborated in the past on projects.

SUMMARY

With a long history of successful delivery of a variety of right of way projects on-time, within budget and to our client's satisfaction, we look forward to the opportunity to assist the LPA with its land acquisition needs

COMPENSATION

Santacruz Land Acquisitions shall be entitled to the compensation as shown on the attached schedule. Our cost proposal, based on five (5) projected parcels of right-of-way, is as follows:

<u>APPRAISALS:</u>	\$11,500.00.
<u>REVIEW APPRAISALS:</u>	\$5,000.00.
<u>NEGOTIATIONS:</u>	\$11,500.00.

As directed, Santacruz Land Acquisitions shall invoice the LPA or Consultant for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii) the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender's fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees. Santacruz Land Acquisitions shall include \$400.00 per parcel for these charges. Santacruz Land Acquisitions shall pay any such fees and charges in excess of the \$400.00 per parcel allowance for which Santacruz Land Acquisitions shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered a cost not to exceed of \$30,000.00 as follows:

Land Acquisition Services	\$28,000.00
Direct Billable Expenses	\$2,000.00

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TECHNICAL APPROACH

Santacruz Land Acquisitions shall perform all necessary services in the preparation of appraisals and review appraisals and the negotiation of the acquisition of necessary properties required for the completion of the Project. All services shall be performed at the direction of the LPA and Consultant in accordance with the policies and procedures of IDOT, as applicable, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act"), as amended (49 CFR Part 24), the Illinois Eminent Domain Act (735 ILCS 30) ("Eminent Domain Act") and the Illinois Code of Civil Procedure ("Code of Civil Procedure").

Santacruz Land Acquisitions will review the highway construction plans with the LPA and/or the Consultant to understand the nature and purpose of the project.

Santacruz Land Acquisitions agrees to perform the services as set forth herein as well as furnish and deliver to the LPA the final reports accompanied by all necessary documents needed for recordation and/or necessary for eminent domain proceedings. **The process described in this section has been the roadmap to many successful right of way projects for Santacruz Land Acquisitions helping us help you keep your projects on-time and within budget.**

LAND ACQUISITION CRITICAL PATH STEPS – "OUR ROAD MAP"

Task 1: Notice to Proceed

Our services start within one week (or sooner, if requested) of an authorization to proceed from the LPA.

Task 2: Kick-off Meeting

Santacruz Land Acquisitions will meet with the LPA and/or Consultant to discuss the Project, identify issues and develop any necessary strategies to assure the timely completion of the Project. At that time, we will identify the subconsultants that shall be assigned to the Project to perform the appraisal and review appraisal functions.

Task 3: Delivery and Review of Project Information

The LPA or Consultant will provide Santacruz Land Acquisitions with plats of highway, legal descriptions, the most recent title commitments and any other pertinent information regarding the property owner for each parcel assigned for acquisition. In addition, the LPA or Consultant will also provide us with a set of project plans, including, (i) plan and profile, (ii) drainage and utilities, (iii) pavement markings and (iv) cross sections.

Task 4: Introductory Notice to Owners

The assigned Appraiser will notify the property owner of the proposed taking and the beginning the valuation process of the property. The notice will invite the property owner to be present during the inspection by the appraiser.

Task 5: Appraisal / Waiver Valuation

All appraisal work shall be completed within the time frame provided by the LPA at the time the project is assigned.

The Appraiser will review the plat of highways and the construction plans to determine the type of appraisal to be used for each parcel. The Appraiser will recommend the type of appraisal, which type shall be approved by IDOT. The types of appraisals to be used are the following:

- Waiver Valuation
- Non-complex – damages less than \$5,000
- Complex

The Appraiser shall make a detailed inspection of the properties and make such investigations and studies as are consistent with industry standard and necessary to derive sound conclusions for the preparation of appraisal reports.

All appraisals shall be prepared using the forms as provided or outlined by IDOT's land acquisition division. Santacruz Land Acquisitions shall furnish

and deliver four copies of the completed appraisal report for each parcel.

The Appraiser shall assist in analyzing and responding to valuation information provided by a property owner in support of a counter offer. At the request of the LPA or Consultant, Santacruz Land Acquisitions will furnish and deliver updated or revised appraisals resulting from a revision to the right of way or for condemnation purposes. Such requests will be pursuant to a separate work order.

We understand that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pre-trial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation. In such case, at the request of the LPA or its trial counsel, the Appraiser assigned to appraise the parcel shall make any such appearances or complete such preparation work in order to assist with this process. Such requests will be pursuant to a separate work order.

Task 6: Review Appraisal

All appraisals will be reviewed by the Review Appraiser assuring that all items affecting the value of the property have been considered in the appraisal.

The Review Appraiser will complete the Right of Way Appraisal Review Certification (using the form designated by IDOT) and a copy will be attached to each appraisal delivered by Santacruz Land Acquisitions.

At the request of the LPA or Consultant, Santacruz Land Acquisitions will furnish and deliver updated or revised appraisals resulting from a revision to the right of way or for condemnation purposes. Such requests will be pursuant to a separate work order.

Task 7: Negotiation and Acquisition

All negotiations and acquisition services shall be provided by Santacruz Land Acquisitions after approval by the LPA of the amount of just compensation to be offered to the property owner.

The Negotiator will not have any authority to determine administrative settlements. The Negotiator will consult with the LPA for approval of any counter offers and upon acceptance by the LPA of any such counter offer, Santacruz Land Acquisitions will prepare the necessary documentation for administrative settlement.

Prior to the start of negotiations, the Negotiator will review the plats of highway and appraisals for each parcel before the start of negotiations with a property owner to understand the valuation and impact to the property. Santacruz Land Acquisitions will also inspect the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for the Authority. Santacruz Land Acquisitions will direct any questions to the LPA or Consultant resulting from its review of the plans, plats, appraisals and title commitments so that Santacruz Land Acquisitions is prepared for any issues raised by the property owner during negotiations.

Before contacting the owner of a parcel, Santacruz Land Acquisitions will prepare and send the introductory letter to the property owner on the LPA's letterhead. This letter will provide a general statement of the Project, identify the property and the legal property owner, and briefly state the right of requirements necessary from the parcel. This letter shall also contain contact information for Santacruz Land Acquisitions and a representative of the LPA.

Santacruz Land Acquisitions will prepare an offer package for presentation to the owner at the first meeting. The offer package shall contain the Basis for Computing Total Approved Compensation and Offer to Purchase (in the

format approved by IDOT), a copy of the plat of highway with the acquisition areas highlighted and a copy of the legal descriptions of the parcels to be acquired. If, after repeated efforts to contact the property owner to schedule a meeting to present the offer, Santacruz Land Acquisitions is unable to make contact with the property owner, or if the property owner is located out of town, or at the request of the property owner to have the offer package mailed, Santacruz Land Acquisitions will send the offer package by certified mail so that a receipt of delivery can be established.

Santacruz Land Acquisitions will personally contact the property owner a minimum of three times before making a determination that the acquisition of the parcel cannot be successfully negotiated. In most cases, Santacruz Land Acquisitions will exceed the minimum number of contacts in an attempt to make all reasonable efforts to reach a settlement before recommending that the LPA commence condemnation proceedings. All contacts and efforts to make contact with the property owner shall be documented in the negotiator's report maintained by Santacruz Land Acquisitions for each parcel.

If, during its discussions with the property owner, errors in the plans are discovered or the property owner requests design changes, Santacruz Land Acquisitions will immediately notify LPA or Consultant with this information. At any time during negotiations for situations involving design changes, errors in plans or for any other reason, if requested by LPA or Consultant, Santacruz Land Acquisitions will cease negotiations on certain parcels until corrected information or further instruction is provided to Santacruz Land Acquisitions.

Upon successful negotiations with the property owner, Santacruz Land Acquisitions will prepare all necessary conveyance documents in the forms provided by and approved by IDOT in order to complete the acquisition and obtain title approval for the property. Santacruz Land Acquisitions will submit the completed parcel file with original

conveyance documents, any documents necessary for title clearance, the Negotiator's Log documenting all negotiation activities, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by the LPA.

In the event that Santacruz Land Acquisitions, after having made every reasonable effort to contact and negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, Santacruz Land Acquisitions shall prepare and submit to the LPA a completed parcel file with its recommendation to acquire the parcel by means of condemnation. In addition, the file will include the Negotiator's Log, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by the LPA.

We understand that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pre-trial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation. In such case, at the request of the LPA or its trial counsel, the Review Appraiser assigned to appraise the parcel shall make any such appearances or complete such preparation work in order to assist with this process. Such requests will be pursuant to a separate work order.

PERSONNEL

The experience and talent of the right of way professionals that make up the team for Santacruz Land Acquisitions will, to a large extent, be the basis for the success of keeping this Project on-time and within budget. J. Steve Santacruz brings nearly twenty years of right of way acquisition experience to lead this team as its project manager. Steve has worked on thousands of acquisition parcels for ISTHA, IDOT, Cook, Kane, Lake, and Will Counties. He has also worked for numerous township and municipalities. Steve has a reputation in the right of community of being able to handle the most complex of land acquisition transactions.

The internal support team members for Santacruz Land Acquisitions include Robin Weber, a real estate paralegal with over twenty years experience in closing residential and commercial real estate transactions, and Jonathan Abplanalp, a District 1 fee negotiator.

Each of our team members, including subconsultants, has relevant experience working collaboratively with professionals of other disciplines and other agencies. They understand the importance of effective coordination throughout the land acquisition process.

PRIOR EXPERIENCE

Santacruz Land Acquisitions was founded in 1992 as Santacruz Associates Ltd. and has grown to be one of the most dependable right of way negotiation firms in IDOT's District 1. Since it opened, Santacruz Land Acquisitions has been providing comprehensive right of way solutions, including negotiation activities and the coordination of the valuations of parcels for various public agencies. Having developed its own proprietary database overlay, we have developed great efficiencies that allow us to handle hundreds of parcels at one time keeping deadlines organized for each of our different clients.

Our team brings an array of services and broad disciplines in real estate which gives us a distinct advantage in handling even the most complex of your land acquisition projects. In addition, our team of subconsultants is not new to each other as we have collaborated together on various other projects.

Our team has delivered real estate solutions for its public agencies balancing risk management and letting dates on some of the largest and most intricate projects in the State.

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EXHIBITS

a. Pricing Schedule

Compensation for Services

Appraisal Services

Appraisals (Non-Complex)	\$2,300.00
Appraisals (Complex)	\$4,500.00
Revision to appraisal due to change in ROW or plans	\$1,000.00 - \$3,000.00

Review Appraisal Services

Review Appraisals (Non-Complex)	\$1,000.00
Review Appraisals (Complex)	\$1,500.00
Revision to review appraisal due to change in ROW or plans	\$500.00 - \$1,000.00

Negotiation Services

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$2,300.00
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Witness Services

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

Title Services (if applicable)

Later date commitment	\$50.00
+ Administrative fee	\$25.00
Title insurance policies	\$75.00
+ Additional costs of	\$3.50 per thousand
+ Administrative fee	\$25.00
Recording of Documents – In addition to actual recording costs	
+ Administrative fee	\$25.00
Copies of recorded documents – In addition to actual copying costs	
+ Research fee	\$50.00
+ Administrative fee	\$25.00

ATTACHMENT “D”

LCDOT Survey Procedures