



DRAFT

Local Public Agency Engineering Services Agreement

Agreement For	Agreement Type
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MFT PE	Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Lake County DOT	Lake	22-00999-92-EG	
Project Number	Contact Name	Phone Number	Email
	David Pugliese	(847) 377-7502	dpugliese@lakecountyil.gov

SECTION PROVISIONS

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

Project Description

Phase II engineering services for new traffic signals to be installed at the intersections of Sunset Ave at Northern Ave in Waukegan, and Deerfield Pkwy at Barclay Blvd in Buffalo Grove.

Engineering Funding	<input type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input checked="" type="checkbox"/> Other	Matching Tax
Anticipated Construction Funding	<input type="checkbox"/> Federal <input type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input checked="" type="checkbox"/> Other	Matching Tax

AGREEMENT FOR

☐ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Civiltech Engineering, Inc.	Joseph J. Emry, P.E.	(630) 735-3955	jemry@civiltechinc.com
Address	City	State	Zip Code
Two Pierce Place, Suite 1400	Itasca	IL	60143

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

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

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

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

AGREEMENT EXHIBITS

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

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☐ EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- ☐ EXHIBIT ____ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- ☒ Exhibit D: Cost Estimate of Consultant Services
- ☒ Exhibits E-G: Subconsultant Proposals
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- ☐ Percent
- ☐ Lump Sum
- ☐ Specific Rate

☒ Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

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

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

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

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

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

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

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Civiltech Engineering, Inc.		\$239,613.25

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Gewalt Hamilton Associates, Inc.		\$37,669.00
Huff & Huff, Inc.		\$17,224.48
Santacruz Land Acquisitions		\$20,250.00
Subconsultant Total		\$75,143.48
Prime Consultant Total		\$239,613.25
Total for all work		\$314,756.73

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Local Public Agency Type of Local Public Agency
Lake County DOT

By (Signature & Date)

By (Signature & Date)

Local Public Agency

Lake County DOT

Local Public Agency Type

Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name
Civiltech Engineering, Inc.

By (Signature & Date)

Title

Vice President

By (Signature & Date)

Title

President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake County DOT	Civiltech Engineering, Inc.	Lake	22-00999-92-EG

**EXHIBIT A
SCOPE OF SERVICES**

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

See Scope of Services attached

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake County DOT	Civiltech Engineering, Inc.	Lake	22-00999-92-EG

**EXHIBIT B
PROJECT SCHEDULE**

April 2023 - Notice to Proceed
 October 2023 - Preliminary Plan Submittal
 February 2024 - Plat Approval
 May 2024 - Pre-Final P, S & E
 September 2024 - Final P, S & E
 November 2024 - ROW Certified
 January 2025 - LCDOT Letting

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake County DOT	Civiltech Engineering, Inc.	Lake	22-00999-92-EG

Exhibit C
Qualification Based Selection (QBS) Checklist

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

☐ Form Not Applicable (engineering services less than the threshold)

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

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

EXHIBIT D

Cost Estimate of Consultant Services



Proposal to Furnish Professional Engineering Services

Sunset Avenue at Northern Avenue and Deerfield Parkway at Barclay Boulevard (Section No. 22-00999-92-EG)

Lake County Division of Transportation

COST ESTIMATE OF CONSULTANT SERVICES

	Director of Design Services	Project Manager	Eng V	Eng II	Traffic Engineer	Lighting Engineer	Senior Design Technician	QC/QA Engineer		Total Hours	% of Hours	Labor Cost
	\$78.00	\$63.50	\$54.00	\$36.75	\$45.50	\$45.50	\$37.00	\$78.00				
1 Data Collection and Early Coordination	3	25	34	32	0	0	0	0		94	5.4%	\$4,833.50
2 Traffic Engineering	0	0	0	10	50	0	10	0		70	4.0%	\$3,012.50
3 Preliminary Utility Coordination	0	22	41	39	0	0	16	0		118	6.8%	\$5,636.25
4 Preliminary Plans	0	62	115	317	0	40	54	0		588	33.7%	\$25,614.75
5 Pre-Final (90%) Plans, Special Provisions, and Estimates	8	53	93	258	0	12	24	16		464	26.6%	\$21,175.00
6 Final Plans, Special Provisions, and Estimates	4	26	46	66	0	0	8	4		154	8.8%	\$7,480.50
7 Project Administration, Coordination and Permits	12	96	84	56	0	8	0	0		256	14.7%	\$13,990.00
Total Labor Cost												\$81,742.50
Overhead and Profit Multiplier = 1.70												\$138,962.25
Direct Costs and Sub Consultant Expense (See attached calculation)												\$94,051.98
Total Cost:										1744	100.0%	\$314,756.73



Proposal to Furnish Professional Engineering Services
Sunset Avenue at Northern Avenue and Deerfield Parkway at Barclay Boulevard (Section No. 22-00999-92-EG)

Lake County Division of Transportation

WORKHOURS

Task No.	Task	Director of Design Services	Project Manager	Project Engineer	Design Engineer	Traffic Engineer	Lighting Engineer	Senior Design Technician	QC/QA Engineer	Total Hours	% of Hours
1	Data Collection and Early Coordination										
A.	LCDOT Kick-off Meeting	3	3	6						12	12.8%
B.	Obtain and Review Record Data		4	4	8					16	17.0%
C.	Preliminary Utility Company Coordination		2	8	24					34	36.2%
D.	EcoCAT Coordination		4	4						8	8.5%
E.	Survey (by Gewalt Hamilton, Inc.) coordination only		8	8						16	17.0%
F.	Prepare LPC 663 (by Huff & Huff) coordination only		4	4						8	8.5%
	Sub-total Item 1	3	25	34	32	0	0	0	0	94	100.0%
2	Traffic Engineering										
A.	Traffic Counts				10	14		10		34	48.6%
B.	Verify Signal Warrants and prepare Technical Memorandum					36				36	51.4%
	Sub-total Item 2	0	0	0	10	50	0	10	0	70	100.0%
3	Preliminary Utility Coordination										
A.	JULIE Design Stage Ticket			1	3					4	3.4%
B.	Draft utility atlases into CAD Base File		2	4	8			16		30	25.4%
C.	Preliminary Utility Conflict Review and Assessment		4	12	12					28	23.7%
D.	Preliminary Utility Company Submittal and Coordination		8	8	8					24	20.3%
E.	ComEd Electrical Service Coordination		8	16	8					32	27.1%
	Sub-total Item 3	0	22	41	39	0	0	16	0	118	100.0%
4	Preliminary Plans										
A.	Plan Base Sheet Preparation		2	4	16			40		62	10.5%
B.	Autoturn Analysis			4	8					12	2.0%
C.	Photometric Analysis		8				40			48	8.2%
D.	Sidewalk Feasibility Study		4	8	8					20	3.4%
E.	Preliminary Plans (Sunset Avenue/Northern Avenue)	No. of Sheets									
	Cover Sheet and Index of Sheets	1		1	1					2	0.3%
	General Notes and List of State/County Standards	1	4	12	8					24	4.1%
	Plan Sheets (1"=50')	2	4	16	32			4		56	9.5%
	Curb Ramp Details (1"=5')	2	4	4	40					48	8.2%
	Pavement Marking Plan (1"=50')	1	2	4	4					10	1.7%
	Traffic Signal Installation Plan (1"=20')	1	4		16			4		24	4.1%
	Cable Plan	1			8					8	1.4%
	Preliminary Plans (Deerfield Parkway/Barclay Boulevard)	No. of Sheets									
	Cover Sheet and Index of Sheets	1		1	1					2	0.3%
	General Notes and List of State/County Standards	1	4	12	8					24	4.1%
	Existing and Proposed Typical Sections	1	1	2	8					11	1.9%
	Plan Sheets (1"=50')	1	2	8	16			2		28	4.8%
	Drainage and Utility Plan (1"=20')	2	2	8	16					26	4.4%
	Curb Ramp Details (1"=5')	2	4	4	40					48	8.2%
	PACE Bus Stop Details (1"=5')	2	2	4	20					26	4.4%
	Intersection Grading Plan (1"=10') (if necessary)	1	2	6	14					22	3.7%
	Pavement Marking and Signing Plan (1"=50')	2	2	8	12					22	3.7%
	Traffic Signal Installation Plan (1"=20')	1	4		16			4		24	4.1%
	Cable Plan	1			8					8	1.4%
F.	Preliminary Quantity Calculations		2	4	8					14	2.4%
G.	Preliminary Estimate of Cost and Estimate of Construction Time		2	2	4					8	1.4%
H.	Preliminary Project Review Meeting		3	3	5					11	1.9%
	Sub-total Item 4	0	62	115	317	0	40	54	0	588	100.0%



Proposal to Furnish Professional Engineering Services
Sunset Avenue at Northern Avenue and Deerfield Parkway at Barclay Boulevard (Section No. 22-00999-92-EG)

Lake County Division of Transportation

WORKHOURS (CONTINUED)

Task No.	Task		Director of Design Services	Project Manager	Project Engineer	Design Engineer	Traffic Engineer	Lighting Engineer	Senior Design Technician	QC/QA Engineer	Total Hours	% of Hours
5	Pre-Final (90%) Plans, Special Provisions, and Estimates											
A.	Pre-Final Plans (Sunset Avenue/Northern Avenue)	No. of Sheets										
	Cover Sheet and Index of Sheets	1			1	1					2	0.4%
	General Notes and List of State/County Standards	1			2	2					4	0.9%
	Summary of Quantities	2			2	2					4	0.9%
	Alignment, Ties and Benchmarks	1		1	2	4					7	1.5%
	Schedule of Quantities	1		2	4	12					18	3.9%
	Plan Sheets (1"=50')	2			8	16					24	5.2%
	Curb Ramp Details (1"=5')	2		2	2	20					24	5.2%
	Plat of Highways	2		1	1	2					4	0.9%
	Pavement Marking Plan (1"=50')	1			2	2					4	0.9%
	Erosion Control and Landscaping Plan (1"=50')	1		1	2	2					5	1.1%
	Traffic Signal Installation Plan (1"=20')	1		4		16					20	4.3%
	Cable Plan	1				2					2	0.4%
	Schedule of Quantities and Mast Arm Mounted Street Name Signs	1		2		2					4	0.9%
	Interconnect Plan (1"=50')	2				16			8		24	5.2%
	Interconnect Schematic	1		4		4					8	1.7%
	PASSAGE Details (provided by LCDOT)	2							2		2	0.4%
	IDOT District One and LCDOT Traffic Signal Design Details	9				2			2		4	0.9%
	Pre-Final Plans (Deerfield Parkway/Barclay Boulevard)	No. of Sheets										
	Cover Sheet and Index of Sheets	1			1	1					2	0.4%
	General Notes and List of State/County Standards	1			2	2					4	0.9%
	Summary of Quantities	2			2	2					4	0.9%
	Alignment, Ties and Benchmarks	1		1	2	4					7	1.5%
	Schedule of Quantities	1		2	4	12					18	3.9%
	Existing and Proposed Typical Sections	1			1	4					5	1.1%
	Plan Sheets (1"=50')	1			4	8					12	2.6%
	Drainage and Utility Plan (1"=20')	2		1	4	8					13	2.8%
	Curb Ramp Details (1"=5')	2		2	2	20					24	5.2%
	PACE Bus Stop Details (1"=5')	2			2	10					12	2.6%
	Intersection Grading Plan (1"=10') (if necessary)	1			4	8					12	2.6%
	Plat of Highways	2		1	1	4					6	1.3%
	Pavement Marking and Signing Plan (1"=50')	2			4	6					10	2.2%
	Erosion Control and Landscaping Plan (1"=50')	1		1	2	2					5	1.1%
	Proposed Lighting Plan (1"=50')	1		4				12			16	3.4%
	Traffic Signal Installation Plan (1"=20')	1		4		16					20	4.3%
	Cable Plan	1				2					2	0.4%
	Schedule of Quantities and Mast Arm Mounted Street Name Signs	1		2		2					4	0.9%
	Interconnect Plan (1"=50')	2				16			8		24	5.2%
	Interconnect Schematic	1		4		4					8	1.7%
	PASSAGE Details (provided by LCDOT)	2							2		2	0.4%
	IDOT District One and LCDOT Traffic Signal Design Details	9							2		2	0.4%
B.	Pre-Final Special Provisions			4	24	8					36	7.8%
C.	Pre-Final Quantity Calculations			2	4	8					14	3.0%
D.	Pre-Final Estimate of Cost and Estimate of Construction Time			2	2	4					8	1.7%
E.	Pre-Final QC/QA Review		8	4						16	28	6.0%
F.	Pre-Final Project Review Meeting			2	2	2					6	1.3%
	Sub-total Item 5		8	53	93	258	0	12	24	16	464	100.0%



Proposal to Furnish Professional Engineering Services

Sunset Avenue at Northern Avenue and Deerfield Parkway at Barclay Boulevard (Section No. 22-00999-92-EG)

Lake County Division of Transportation

WORKHOURS (CONTINUED)

Task No.	Task	Director of Design Services	Project Manager	Project Engineer	Design Engineer	Traffic Engineer	Lighting Engineer	Senior Design Technician	QC/QA Engineer	Total Hours	% of Hours
6	Final Plans, Special Provisions, and Estimates										
A.	Final Plans		16	16	40			8		80	51.9%
B.	Final Special Provisions		4	12	8					24	15.6%
C.	Final Quantity Calculations		2	8	8					18	11.7%
D.	Final Estimate of Cost and Construction Time		2	2	2					6	3.9%
E.	Final QC/QA Review	4							4	8	5.2%
F.	Project Documentation and Files		2	8	8					18	11.7%
	Sub-total Item 6	4	26	46	66	0	0	8	4	154	100.0%
7	Project Administration, Coordination and Permits										
A.	Project Administration	8	24	12	4					48	18.8%
B.	Project Submittals		4	12	16					32	12.5%
C.	LCDOT Coordination		16	16						32	12.5%
D.	Local Agency Coordination	4	12	8			8			32	12.5%
E.	Land Acquisition Coordination		20	16	16					52	20.3%
F.	Utility Company Coordination		12	16	16					44	17.2%
G.	Pace Bus Coordination		8	4	4					16	6.3%
	Sub-total Item 7	12	96	84	56	0	8	0	0	256	100.0%
Total Hours:		27	284	413	778	50	60	112	20	1744	
% of Hours:		1.5%	16.3%	23.7%	44.6%	2.9%	3.4%	6.4%	1.1%	100.0%	



DIRECT COSTS

ITEM 1 - Mileage		
Traffic Counts		
Sunset Avenue/Northern Avenue - 2 trips X 90 miles X \$0.655		\$117.90
Sunset Avenue/Northern Avenue - 2 trips X 40 miles X \$0.655		\$52.40
Field Reconnaissance		
Sunset Avenue/Northern Avenue - 2 trips X 90 miles X \$0.655		\$117.90
Sunset Avenue/Northern Avenue - 2 trips X 40 miles X \$0.655		\$52.40
Meetings		
3 meetings X 60 miles X \$.655		\$117.90
Total Item 1		\$458.50
ITEM 2 - Data Processing		
Traffic Counts		
Miovision Traffic Count Processing - 3 intersections X \$410		
Total Item 2		\$1,230.00
ITEM 3 - Printing		
Preliminary Plans (Sunset Avenue/Northern Avenue)		
County 8 sets X 9 sheets/set X \$0.25/sheet		\$18.00
Preliminary Plans (Sunset Avenue/Northern Avenue)		
County 8 sets X 15 sheets/set X \$0.25/sheet		\$30.00
Pre-Final Plans (Sunset Avenue/Northern Avenue)		
County 8 sets X 31 sheets/set X \$0.25/sheet		\$62.00
Utility Co. 8 sets X 31 sheets/set X \$0.25/sheet		\$62.00
Pre-Final #1 Specification Books		
County 8 books X \$20/book		\$160.00
Pre-Final Plans (Deerfield Parkway/Barclay Boulevard)		
County 8 sets X 38 sheets/set X \$0.25/sheet		\$76.00
Utility Co. 8 sets X 38 sheets/set X \$0.25/sheet		\$76.00
Pre-Final #2 Specification Books		
County 8 books X \$20/book		\$160.00
Final Plans (Sunset Avenue/Northern Avenue)		
County 8 sets X 31 sheets/set X \$0.25/sheet		\$62.00
Utility Co. 8 sets X 31 sheets/set X \$0.25/sheet		\$62.00
Final Plans (Deerfield Parkway/Barclay Boulevard)		
County 8 sets X 38 sheets/set X \$0.25/sheet		\$76.00
Utility Co. 8 sets X 38 sheets/set X \$0.25/sheet		\$76.00
Final Specification Books		
County 8 books X \$20/book		\$160.00
Total Item 3		\$1,080.00
ITEM 4 - Shipping		
4 overnight shipping items X \$35/each		
Total Item 4		\$140.00
ITEM 5 - Topographic Survey, Plats and Legal Documents		
Gewalt Hamilton Associates, Inc.		
Total Item 5		\$37,669.00
ITEM 6 - Environmental Coordination		
Huff & Huff, Inc. - testing and CCDD certification		
Total Item 6		\$17,224.48
ITEM 7 - Right-of-Way Acquisition		
Appraisals		
5 parcels X \$3,200/parcel		\$16,000.00
Negotiations		
Santacruz Land Acquisitions		\$20,250.00
Total Item 7		\$36,250.00
TOTAL DIRECT EXPENSES:		\$94,051.98

ATTACHMENT 1

Scope of Services



Civiltech Engineering, Inc. (Civiltech) understands that the Lake County Division of Transportation (LCDOT) has requested that Civiltech prepare a proposal to perform Phase II engineering services for new traffic signal installations at the intersections of Sunset Avenue/Northern Avenue and Deerfield Parkway/Barclay Boulevard.

The following project understanding and scope of services is based upon the Project Scoping Reports prepared for each location, and further coordination with LCDOT staff.

Project Understanding and Approach

LCDOT is installing new traffic signal installations at two intersections in Lake County. The first location is the intersection of Sunset Avenue at Northern Avenue in the City of Waukegan. The second location is the intersection of Deerfield Parkway and Barclay Boulevard in the Village of Buffalo Grove. The south approach for this location is private property for The Wheatlands apartment complex.

The two locations will be constructed under separate construction contracts, however they will be designed under a single design contract. LCDOT has previously completed traffic counts and a warrant analysis at each location, and confirmed that both intersections meet traffic signal warrants.

Traffic Signal Design

Phase II engineering services will include the necessary work to prepare plans, specifications and estimates (PS&E) for the installation of a new traffic signal at each of the two intersections. Each traffic signal installation will include Accessible Pedestrian Signals (APS) and combination mast arm assemblies and poles with video detection cameras and luminaires. Traffic signals will also include LED internally illuminated street name signs, a remote controlled video system, and Layer II switch in accordance with LCDOT traffic signal design standards.

Both intersections will also be incorporated in Lake County's PASSAGE network. We understand that fiber optic interconnect already exists along Sunset Avenue from IL Route 131 (Green Bay Road) to McAree Road. The existing fiber optic cable will be utilized for the interconnect from Green Bay Road to Northern Avenue, and new fiber optic cable will be installed from Northern Avenue to McAree Road.

Existing interconnect is not present along Deerfield Parkway at Barclay Boulevard, thus new conduit and fiber optic cable will be installed to the next signal to the west (Busch Parkway) and to the east (Woodman's entrance)

Traffic Engineering

In addition to the traffic signal design, some preliminary traffic engineering tasks are also included in this contract. This work consists of collecting updated 24-hour traffic counts at each of the two intersections and confirming if the signal warrants are still met. The results of the warrant studies will be provided to the County as a technical memorandum. We will also collect a 24-hour traffic count at the eastern driveway for The Wheatlands Apartments, to determine how many vehicles are using this driveway. We propose to use Miovision cameras to collect all traffic data, which will include counts for all through traffic and turning movements.



Topographic Survey

A topographic survey will be performed at each intersection to collect horizontal and vertical information for the road, existing above-ground utility structures, and trees. This will also include detailed survey at the existing sidewalk ramps for the purposes of designing ADA-compliant sidewalk ramps at the intersections. Existing ROW linework will be established and depicted in the CAD design files to ensure work is being completed within existing ROW boundaries, or used to develop ROW documents where required. In addition to the two intersections, the area around the existing sidewalk gap on the north side of Sunset Avenue will also be surveyed, as well as the existing median opening on Deerfield Parkway, east of Barclay Boulevard.

Utility Coordination

Civiltech will place a JULIE design stage call to identify the utilities at the two intersections, and to gather atlases and record data. After the preliminary plan submittal, plans will be sent to utilities to identify potential conflicts, and/or to identify their facilities on the plan sheets.

Coordination will also be required with ComEd to identify electrical service locations for the two new traffic signal installations. Additionally, it appears that the overhead lines on the ComEd poles at the intersection of Sunset Avenue/Northern Avenue appear to be low, and may interfere with the installation of new combination mast arm poles. If the lines are found to be in conflict with the proposed traffic signal equipment, we will coordinate with ComEd to relocate their poles and raise the aerial lines, including a review of ComEd's relocation permit plans.

Photometric Analysis

Photometric calculations will be completed at the intersection of Deerfield Parkway/Barclay Boulevard to ensure proper illumination. There is existing lighting on all approach roadways at the intersection. The lighting on three approaches is owned by the Village of Buffalo Grove, while the south approach is a property development. With the poles on Deerfield Parkway being so close to the intersection, it is likely that they will need to be removed or relocated so as to not over-light the intersection. We will follow IES guidelines for lighting the intersection.

Plans will include removal on any necessary Village of Buffalo Grove poles and installation of new unit duct to connect their systems across the intersection. Coordination efforts with the Village will be included.

Sidewalk Feasibility Study

There is a gap in the existing sidewalk on the north side of Sunset Avenue, approximately 300 feet east of Green Bay Road. The gap appears to be about 60 feet long. Topographic survey will be gathered in this area to determine the feasibility of installing sidewalk to close this gap. This will include an investigation of utilities which may be in conflict with proposed sidewalk, as well as the grade of the existing ground where sidewalk would be installed. If the installation of sidewalk in this area is determined to be feasible, plans will be prepared to include this work in the construction documents.

Close Deerfield Parkway Median Opening

There is an opening in the median along Deerfield Parkway east of Barclay Boulevard at the east access driveway for The Wheatlands apartments. The median allows for full access at the driveway. The plans will include work to close



the median opening, changing this east driveway to right turn in/right turn out operation. This section of Deerfield Parkway is along a horizontal curve and may be superelevated, and there are also existing drainage structures in the median which will need to be revised with the work to close the opening. LCDOT Planning staff will coordinate outreach with the Village of Buffalo Grove and/or The Wheatlands Apartments in regards to closing the median.

Right of Way Acquisition

At this time it is not known whether right of way acquisition will be needed at either location in order to construct and maintain the traffic signal improvements. If acquisition is required, this contract includes the work to prepare plats and legal descriptions, appraisals, and negotiations. For the purposes of this proposal, acquisition is assumed for five (5) parcels, including general "corner clips" at four parcels. We also assume there may be potential acquisition at The Wheatlands parcel, including some right of way acquisition at the main entrance for placement of the traffic signal equipment, and/or a temporary easement at the complex's east driveway onto Deerfield Parkway, to revise the pavement markings when the driveway changes to right turn in/right turn out operation.

Subconsultants

Civiltech will utilize the services of several subconsultants in order to complete the work under this proposal. We propose to team with **Gewalt Hamilton Associates, Inc., Huff & Huff, Inc./GZA, and Santacruz Land Acquisitions.** Gewalt Hamilton will complete the topographic survey, as well as plats and legal descriptions, should right-of-way acquisition be required. Huff & Huff will complete the required testing, and complete the LPC-663 form. Santacruz will provide negotiations if right-of-way acquisition is required. Civiltech has successfully completed multiple projects with these subconsultants, and enjoys an excellent working relationship with all of them. Teaming with these qualified firms will allow us to provide exceptional service to the County.

Anticipated Scope of Services

The following scope of services is based upon the Project Scoping Reports provided by LCDOT for the two locations and subsequent discussions.

Item 1 - Early Coordination and Data Collection

- A. LCDOT Kick-off Meeting
- B. Obtain and Review Record Data
- C. Preliminary Utility Company Coordination
- D. EcoCAT Coordination
- E. Survey (by Gewalt Hamilton Associates, Inc.)
- F. Prepare LPC 663 (by Huff & Huff)

Item 2 – Traffic Engineering

- A. Traffic Counts
- B. Verify Signal Warrants and Prepare Technical Memorandum
- C. Deerfield Parkway Timing Evaluation



Item 3 – Preliminary Utility Coordination

- A. Submit JULIE Design Stage Ticket requests at two locations.
- B. Gather utility atlases and draft utilities into CAD files
- C. Preliminary Utility Conflict Review and Assessment
- D. Preliminary Utility Company Submittal and Coordination
- E. Coordinate with ComEd regarding potential pole relocations at Sunset Avenue/Northern Avenue intersection, and electrical service locations at both intersections.

Item 4 – Preliminary Plans

- A. Plan Base Sheet Preparation. This work will include creation of Microstation CADD base/reference files containing topographic survey data obtained in Item 1. Existing underground utilities will be plotted at signalized intersections where underground work is anticipated. The files will include existing right-of-way lines. The additional roadway limits needed for the interconnect design (Sunset Avenue from Green Bay Road to McAree Road, and Deerfield Parkway from Busch Parkway to Woodman's entrance) will be drawn using aerial imagery and/or GIS information. Mainline roadway baselines/centerlines with stationing will be established.
- B. Autoturn Analysis. This item consists of an Autoturn analysis at the intersection of Deerfield Parkway/Barclay Boulevard to determine if the existing corner radii are sufficient for the design vehicle, or if they need to be increased.
- C. Photometric analysis
- D. Sidewalk feasibility study for the north side of Sunset Avenue
- E. Preliminary Plans

Preliminary plans will include a proposed traffic signal layout in order to determine if right-of-way acquisition will be needed for placement of the traffic signal equipment. It will also use the proposed pole locations in the photometric analysis at the two intersections.

We anticipate the preliminary plans will contain the following sheets:

Sunset Avenue at Northern Avenue

- Cover Sheet and Index of Sheets (1 sheet)
- General Notes and List of State/County Standards (1 sheet)
- Plan Sheets (1"=50') (1 sheet)
- Curb Ramp Details (1"=5') (2 sheets)
- Pavement Marking Plan (1"=50') (1 sheet)
- Traffic Signal Installation Plan (1"=20') (1 sheet)
- Cable Plan (1 sheet)

Deerfield Parkway at Barclay Boulevard

- Cover Sheet and Index of Sheets (1 sheet)
- General Notes and List of State/County Standards (1 sheet)
- Existing and Proposed Typical Sections (1 sheet)
- Plan Sheets (1"=50') (1 sheet)
- Drainage and Utility Plan (1"=20') (2 sheets)
- Curb Ramp Details (1"=5') (2 sheets)



- PACE Bus Stop Details (1"=5') (2 sheets)
- Intersection Grading Plan (1"=10') (if necessary) (1 sheet)
- Pavement Marking and Signing Plan (1"=50') (2 sheets)
- Traffic Signal Installation Plan (1"=20') (1 sheets)
- Cable Plan (1 sheet)

- F. Preliminary Quantity Calculations
- G. Preliminary Estimate of Cost and Estimate of Construction Time
- H. Preliminary Project Review Meeting

Item 5 – Pre-Final (90%) Plans, Special Provisions and Estimates

- A. Pre-Final Plans. We will prepare pre-final plans containing the following sheets:

Sunset Avenue at Northern Avenue

- Cover Sheet and Index of Sheets (1 sheet)
- General Notes and List of State/County Standards (1 sheet)
- Summary of Quantities (2 sheets)
- Alignment, Ties and Benchmarks (1 sheet)
- Schedule of Quantities (1 sheet)
- Plan Sheets (1"=50') (2 sheets)
- Curb Ramp Details (1"=5') (2 sheets)
- Highway Plats (if necessary) (2 sheets)
- Pavement Marking Plan (1"=50') (1 sheet)
- Erosion Control and Landscaping Plan (1"=50') (1 sheet)
- Traffic Signal Installation Plan (1"=20') (1 sheet)
- Cable Plan (1 sheet)
- Schedule of Quantities and Mast Arm Mounted Street Name Signs (1 sheet)
- Interconnect Plan (1"=50') (2 sheets)
- Interconnect Schematic (1 sheet)
- PASSAGE Details (2 sheets – provided by LCDOT)
- IDOT District One and LCDOT Traffic Signal Design Details (9 sheets)

Deerfield Parkway at Barclay Boulevard

- Cover Sheet and Index of Sheets (1 sheet)
- General Notes and List of State/County Standards (1 sheet)
- Summary of Quantities (2 sheets)
- Alignment, Ties and Benchmarks (1 sheet)
- Schedule of Quantities (1 sheets)
- Existing and Proposed Typical Sections (1 sheet)
- Plan Sheets (1"=50') (1 sheet)
- Drainage and Utility Plan (1"=20') (2 sheets)
- Curb Ramp Details (1"=5') (2 sheets)
- PACE Bus Stop Details (1"=5') (2 sheets)



- Intersection Grading Plan (1"=10') (if necessary) (1 sheet)
- Highway Plats (if necessary) (2 sheets)
- Pavement Marking and Signing Plan (1"=50') (2 sheets)
- Erosion Control and Landscaping Plan (1"=50') (1 sheet)
- Proposed Lighting Plan (1"=50') (1 sheet)
- Traffic Signal Installation Plan (1"=20') (1 sheets)
- Cable Plan (1 sheet)
- Schedule of Quantities and Mast Arm Mounted Street Name Signs (1 sheet)
- Interconnect Plan (1"=50') (2 sheets)
- Interconnect Schematic (1 sheets)
- PASSAGE Details (2 sheets – provided by LCDOT)
- IDOT District One and LCDOT Traffic Signal Design Details (9 sheets)

- B. Pre-Final Special Provisions
- C. Pre-Final Quantity Calculations
- D. Pre-Final Estimate of Cost and Estimate of Construction Time
- E. Pre-Final QC/QA Review
- F. Pre-Final Project Review Meeting

Item 6 – Final Plans, Special Provisions and Estimates

- A. Final Plans
- B. Final Special Provisions
- C. Final Quantity Calculations
- D. Final Estimate of Cost and Estimate of Construction Time
- E. Final QC/QA Review
- F. Project Documentation and Files
 - PDF format
 - Original format (e.g. *.dgn, *.xls, etc.) as appropriate

Item 7 – Project Administration, Coordination and Permits

- A. Project Administration
- B. Project Submittals
- C. LCDOT Coordination
- D. Local Agency Coordination
- E. Land Acquisition Coordination
- F. Utility Company Coordination
- G. Pace Bus Coordination

ATTACHMENT 2





Project Schedule



Proposal to Furnish Professional Engineering Services
Sunset Avenue at Northern Avenue and Deerfield Parkway at Barclay Boulevard (Section No. 22-00999-92-EG)

Lake County Division of Transportation

SCHEDULE

LEGEND	
	Consultant Controlled Item
	Agency Controlled Item
	Advertisement and Bidding Phase
	Project Milestone

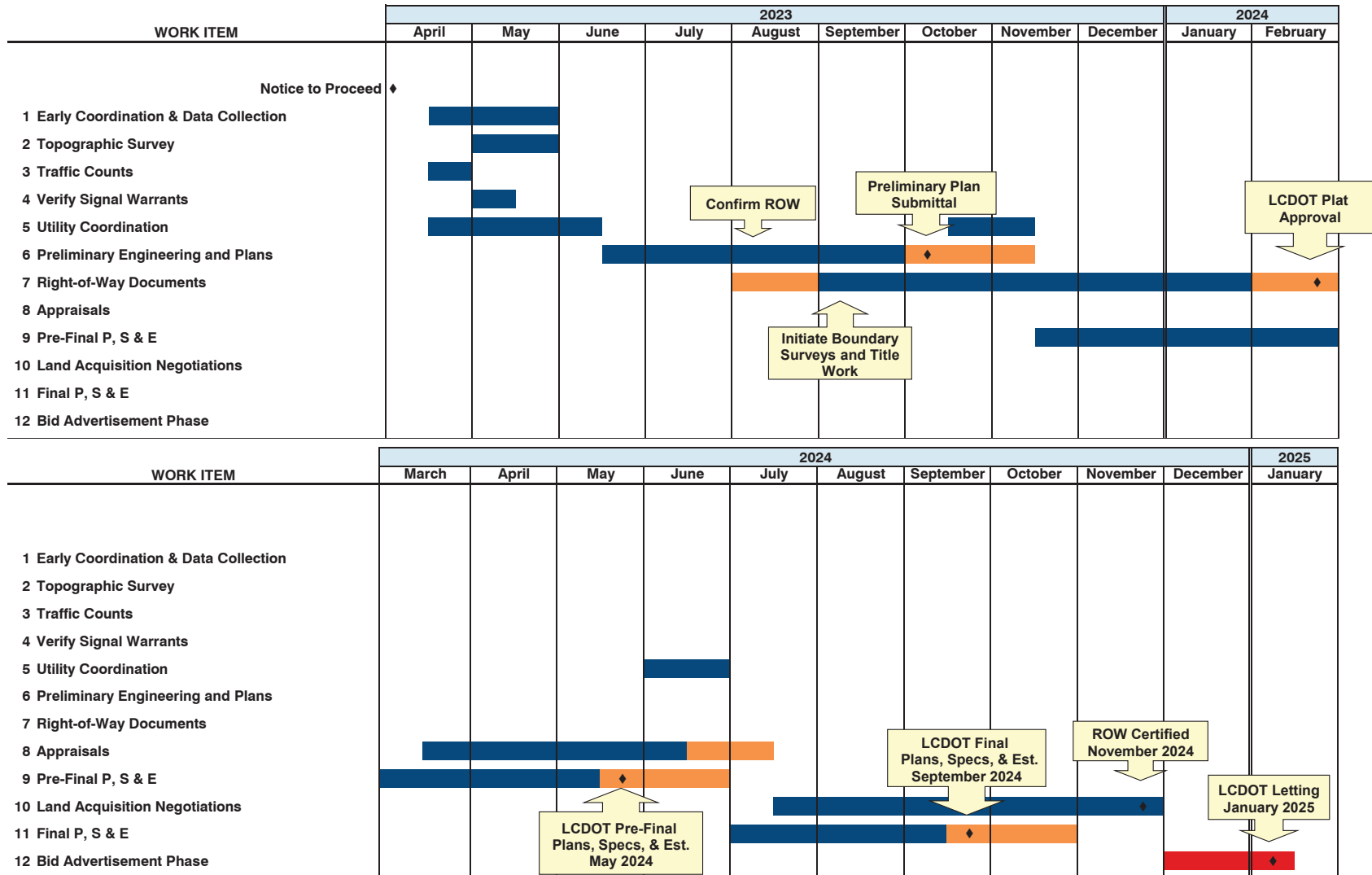


EXHIBIT E

Subconsultant Proposal
Gewalt Hamilton Associates, Inc.

January 13, 2023

Revised January 31, 2023

Mr. Joseph Emry, P.E.

Project Manager

CivilTech Engineering, Inc.

2 Pierce Place, Suite 1400

Itasca, Illinois 60143

Re: **Proposal for Professional Surveying Services for Intersection Improvements**

Sunset Ave & Northern Ave, Waukegan, Lake County, IL.

Deerfield Pkwy & Barclay Blvd, Buffalo Grove, Lake County, IL.

GHA Proposal No. 2023.CS010

Dear Mr. Emry:

Thank you for offering Gewalt Hamilton Associates, Inc. (GHA) the opportunity to once again team with Civiltech to provide surveying services of the above referenced intersection improvements for the Lake County Department of Public Works. We have reviewed your RFP and provided documentation; the following is our scope of services and fee proposal.

If you have any questions or would like to consider revisions to this proposal, please do not hesitate to contact our office.

Civiltech Engineering, Inc., 2 Pierce Place, Suite 1400, Itasca, Illinois 60143 and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

Project Understanding

Intersection of Sunset Avenue and Northern Avenue, Waukegan

Full topography of the intersection within the ROW, including all above-ground utilities, power poles, trees, and ROW boundaries.

The limits of the survey will extend 300' back from the stop bars on Sunset Ave., on Northern Ave., the limits will extend 150' +/- north and south of the stop bars to include the first utility pole to the north and south of Sunset Ave. In addition, GHA will survey the 70' +/- sidewalk gap on the north side of Sunset Ave., the west limit being at the fueling station at the northeast corner of Green Bay Road. This section of

the survey will extend north, 20' from the north back of curb. (See attached Sunset-Northern survey limits).

Intersection of Deerfield Parkway and Barclay Boulevard, Buffalo Grove

Full topography of the intersection within the ROW, including all above-ground utilities, power poles, trees, and ROW boundaries.

The limits of the survey will extend 300' to the east and west of the stop bars on Deerfield Parkway and 300' to the north and 50' to the south of the stop bars on Barclay Boulevard and will also include between the curbs topography of a 550'+/- stretch of Deerfield Parkway, the west end being 600'+/- east of Barclay Boulevard (See Deerfield-Barclay survey limits).

Scope of Services

I. Existing Conditions Topographic Survey | Roadway Improvements

The survey will meet or exceed the Minimum Standards of Practice as set forth by the Illinois Administrative Code for a Topographic Survey. Accordingly, we will provide the following services:

1. Obtain benchmark information (NAVD88) from USGS, Lake County, the Village of Buffalo Grove, or Trimble VRS Now Network.
2. Horizontal coordinates shall be referenced to the State Plane Coordinate System, Illinois East Zone, NAD83 adjustment. Vertical elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD88). All units shall be U.S. Survey feet and decimal parts thereof.
3. Establish two (2) permanent site benchmarks per intersection (i.e., crosses or boxes cut on concrete, flange bolts on fire hydrants, etc.) on site.
4. Contours will be provided at 1' intervals, with an error not to exceed one-half the contour interval.
5. Elevations will be taken at 50-foot cross sections across the right-of-way width along the limits of survey, including spot grades at high points, low points, and grade changes. Points required are located at the right-of-way line, sidewalk, driveways and aprons, back of curb, flow line, centerline/concrete median, etc. The topography will extend approximately 15 feet beyond the existing ROW. The survey limits will also extend 50 feet into the intersecting public side streets along the project limits.
6. The survey will show the location of the visible ground features, physical improvements within the project limits including location and elevation of light poles, utility poles, traffic lights, sidewalks, bus stops, driveways, fences, guard rails, signage, striping, overhead wires, etc.
7. The location of underground utilities, both observed and from record information such as City/Village provided utility atlases, will be provided, and will include location and size of water mains, fire hydrants and valves. The survey will show depth, size, and direction of flow for all

sanitary, storm drains, and culverts serving the property. The location of all manholes, catch basins and all pipe inverts that are accessible from grade will be depicted.

8. Location of "dry" utilities such as telephone, electric, gas and cable T.V. lines, etc. will be depicted based on visual surface evidence and available utility atlas information from the respective utility companies. The cost for the marking of private utilities is not included in this proposal, but GHA will include this information if the Client arranges to have private utilities marked in the field prior to our field visit.
9. Locate existing tree and brush lines in the right-of-way (ROW). Individual free-standing trees of 6" caliper or greater at breast height (DBH) will be individually located (tagging and identification are not included); and will be shown as deciduous or coniferous. Groupings of trees or landscaped areas will be shown in mass.

II. Right-of-Way Survey

When surveying and preparing plats and legal descriptions for parcel acquisition, it is necessary to obtain title commitments for five (5) parcels that will be acquired. GHA has included fee estimates of \$1,000.00 per parcel for five (5) title commitments.

Obtain all necessary documentation and complete a survey of the right-of-way (ROW) within project limits for the purposes of establishing the ROW and preparing a Plat of Highways.

GHA will mobilize a survey crew directed by an Illinois Professional Land Surveyor to perform field work necessary to establish the existing right of way and parcel boundaries. Review provided Title Commitments of the parcels proposed for acquisition and prepare Plat(s) of Highways and Legal Descriptions in accordance with jurisdictional Department of Transportation requirements.

1. Survey and establish the roadway centerline and stationing (as provided by the applicable jurisdiction) on recovered monumentation and research of available plats and property records.
2. Locate and survey the existing property monumentation in the project area and confirm the position of the property lines within the project limits.
3. Locate monuments on side lot lines along the ROW that will be within the project limits.
4. On the properties that have right-of-way being acquired, the entire parcel must be surveyed to show the entire boundary along with the area of the parcel.
5. Right-of-way shall be based on field located property corners and other survey markers, etc., as well as title commitments, recorded subdivision plats, recorded dedication plats, recorded easement documents, recorded survey plats and other information available through the County Recorder's website.

Note: GHA will provide the Client with a cost estimate for obtaining the title commitments or deeds for the parcels. Title commitments or deeds will not be obtained without the written authorization of the Client. The fee for the title commitments will be billed to the Client without markup.

III. Services Not Included

Any service not enumerated in *Section I. and Section II Scope of Services*, including, but not limited to the following, is not included in this proposal/agreement. These services may be provided at the request of the Client as an additional service. GHA will provide the Client with an estimate of the additional work scope and request authorization to proceed prior to commencing additional services.

- A. Wetland determination, delineation, environmental testing, geotechnical investigation, or environmental engineering services;
- B. Meetings with public officials, agencies, or architects, etc.;
- C. Any other surveying services not specified in *Section I and II. Scope of Services*.

IV. Compensation for Services

Based upon the scope of services, GHA proposes a fee breakdown as shown below.

See attached BLR 05514 Form.

Additional services requested and authorized by the Client, beyond those outlined in *Section I: Scope of Services*, will be billed on a time-and-materials (T&M) basis.

Invoices will be submitted on a monthly basis and will detail charges made against the project and services performed. This allows the Client to review the status of the work in progress and the charges made.

Additional services requested and authorized by the Client, beyond those outlined in *Section I: Scope of Services*, will be billed on a time-and-materials (T&M) basis.

Invoices will be submitted on a monthly basis and will detail charges made against the project and services performed. This allows the Client to review the status of the work in progress and the charges made.

V. General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim

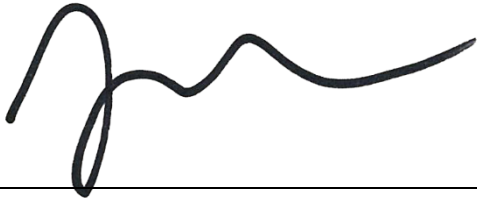
against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and *Attachment A*, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

By signing below, you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.



Jonathan F. Past, P.L.S.
Senior Land Surveyor

Civiltech Engineering, Inc.

Joseph J. Emry, P.E.
Project Manager

Date: January 31, 2023

Date: _____

Enc.: Attachment A

BLR 05514 Cost Plus Fixed Fee Worksheet

Sunset-Northern Survey Limits Exhibit

Deerfield-Barclay Survey Limits Exhibit

**ATTACHMENT A TO GEWALT HAMILTON ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT**

1. Standard of Care. The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonably performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time when and the place where the services are provided. GHA will use reasonable care to comply with applicable codes and laws in effect at the time its services are provided.

2. Duration of Proposal. The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of the date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. The fees and terms of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall be subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement as provided for herein.

3. Client Information. Client shall provide GHA with all project criteria and full information for its Scope of Basic Services. GHA may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultants, contractors and subcontractors, without independently verifying that information.

4. Payment. Payments are due within 30 calendar days after a statement is rendered. Statements not paid within 60 calendar days of the end of the calendar month when the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. The provision for the payment of interest shall not be construed as authorization to pay late. Failure of the Client to make payments when due shall, in GHA's sole discretion, be cause for suspension of services without breach or termination of this agreement. Upon notification by GHA of suspension of services, Client shall pay in full all outstanding invoices within 7 calendar days. Client's failure to make such payment to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled to reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitations, attorney's fees and costs. GHA shall have no liability for any claims or damages arising from either suspension or termination of this Agreement due to Client's breach. The Client's obligation to pay for GHA's services is in no way dependent upon the Client's ability to obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client's completion of the project.

5. Instruments of Service. The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and all documents or electronic data, are instruments of service. GHA shall retain ownership rights over all original documents and instruments of service. All instruments of service provided by GHA shall be reviewed by Client within 10 calendar days of receipt. Any deficiencies, errors, or omissions the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Services. Failure to provide such notice shall constitute a waiver. The Client shall not reuse or make, or permit to be made, any modifications to the instruments of service without the prior written authorization of GHA. The Client waives all claims against GHA arising from any reuse or modification of the instruments of service not authorized by GHA. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any liability, damage, or cost, including attorneys' fees, arising from the unauthorized reuse or modification of the instruments of service by any person or entity. The parties agree that if elements of the Scope of Basic Services identified in this Agreement are reduced and/or eliminated by Client, then Client waives, releases and holds GHA harmless from all claims and damages arising from those reduced and/or eliminated services. If GHA's Scope of Basic Services does not include construction administration phase services, Client assumes responsibility for interpretation of the instruments of service and construction observation, and waives all claims against GHA for any act, omission or event connected thereto. Unless included in GHA's Scope of Basic Services, GHA shall not be liable for coordination with of the services of Client's other design professionals.

6. Electronic Files. The Client acknowledges that differences may exist between the electronic files delivered and the printed instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and the electronic files, the signed / sealed instruments of service shall control. GHA's electronic files shall be prepared in the current software GHA uses and will follow GHA's standard formatting unless the Scope of Basic Services requires otherwise. Client accepts that GHA makes no warranty that its software will be compatible with other systems or software.

7. Applicable Codes. The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possibly contradictory, interpretations. Client accepts that GHA does not warrant or guarantee that the Client's project will comply with interpretations of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for added project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulations applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completion of GHA's instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to comply with such interpretations. Client shall also compensate GHA for additional fees required to revise the instruments of service if Client changes the project scope after GHA's completes its instruments of service.

8. Utilities and Soils. When the instruments of service include information pertaining to the location of underground utility facilities or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained from visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or nature of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnished by third parties respecting utilities, underground conditions and soils without performing any independent verification. Contractor is solely responsible for utility locations, their markings in the field and their placement on the plans based on information they provided. Client agrees GHA is not liable for damages resulting from utility conflicts, mistaken utility locates, unfavorable soils, and concealed or unforeseen conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If not included in the Scope of Basic Services, such work will be compensated as additional services.

9. Opinion of Probable Construction Costs. GHA's Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecting construction costs.

10. Contractor's Work. Client agrees that GHA does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA is not responsible for the supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work, or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor is solely responsible for jobsite and worker safety and warrants that this intent shall be included in the Client's agreement with all prime contractors. The Client agrees that GHA and GHA's personnel and consultants (if any) shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in the performance of their work, and shall also be named as an additional insured on the Contractor's and subcontractors' general liability insurance policy. Client warrants that this intent shall be included in the Client's agreement with all prime contractors. If the responsible prime contractor's agreement fails to comply with the Client's intent, then the Client agrees to assume the duty to defend and indemnify GHA for claims arising out of the Contractor's or subcontractors' negligence, errors or omissions in the performance of their work.

11. Contractor Submittals. Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GHA's consideration of a component does not constitute acceptance of an assembled item.

12. Hazardous Materials. Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contaminants or pollutants.

13. Record Drawings. If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.

14. Disputes. Client agrees to limit GHA's total aggregate liability to the Client for GHA's alleged acts, errors or omissions to \$50,000 or the amount of GHA's paid fees for its services on the project, whichever is greater. GHA's liability to Client shall be limited to twelve months from the last invoice submitted to Client by GHA, regardless of payment by Client. GHA makes no guarantees or warranties, either expressed or implied, including any warranty of habitability or fitness for a particular purpose. The parties agree to waive all claims against the other for any and all consequential damages, including attorneys' fees. The parties agree to waive against each other all rights and claims otherwise covered by property insurance, by builder's risk insurance or by all risk insurance, including but not limited to subrogation rights regardless of whether the claims arise during or post-construction and regardless of final payment to GHA.

All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute shall be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GHA mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessful, litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was pending. The controlling law shall be the law of the jurisdiction where the project was located. Client agrees that all causes of action under this Agreement shall be deemed to have accrued and all statutory limitations periods shall commence no later than the date of GHA's services being substantially completed. Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GHA's owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

15. Miscellaneous. Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.



Local Public Agency Lake County Public Works	County Lake	Section Number
Prime Consultant (Firm) Name Gewalt Hamilton Associates, Inc.	Prepared By Lauren Cherepski	Date 1/31/2023
Consultant / Subconsultant Name Gewalt Hamilton Associates, Inc.	Job Number N/A	

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

Remarks

CivilTech Sunset-Northern and Deerfield-Barclay Survey

PAYROLL ESCALATION TABLE

CONTRACT TERM	12	MONTHS	OVERHEAD RATE	165.81%
START DATE	2/1/2023		COMPLEXITY FACTOR	
RAISE DATE	5/15/2023		% OF RAISE	2.00%
END DATE	1/31/2024			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	2/1/2023	5/15/2023	3	25.00%
1	5/16/2023	2/15/2024	9	76.50%

Local Public Agency	County	Section Number
Lake County Public Works	Lake	
Consultant / Subconsultant Name	Job Number	
Gewalt Hamilton Associates, Inc.	N/A	

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	1.50%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$78.21	\$78.00
CE VI	\$75.00	\$76.13
CE V	\$70.25	\$71.30
CE IV	\$57.50	\$58.36
CE III	\$44.00	\$44.66
CE II	\$39.79	\$40.39
CE I	\$33.21	\$33.71
LS IV	\$52.88	\$53.67
LS III	\$43.81	\$44.47
LS I	\$23.50	\$23.85
GISP III	\$61.00	\$61.92
ET V	\$63.25	\$64.20
ET IV	\$40.21	\$40.81
ET III	\$33.83	\$34.34
ET III	\$31.50	\$31.97
ET I	\$24.50	\$24.87
AD I	\$25.96	\$26.35
Environmental Consultant I	\$31.00	\$31.47

Local Public Agency

Lake County Public Works

County

Lake

Section Number**Consultant / Subconsultant Name**

Gewalt Hamilton Associates, Inc.

Job Number

N/A

DIRECT COSTS WORKSHEET

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

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	11	\$65.00	\$715.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Title Commitments	Actual Cost	5	\$1,000.00	\$5,000.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$5,715.00

Local Public Agency

Lake County Public Works

County

Lake

Section Number

Job Number

N/A

Consultant / Subconsultant Name

Gewalt Hamilton Associates, Inc.

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 165.81%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Project Management - Topo		4	215	356	71		642	1.70%
Topographic Survey		114	4,461	7,398	1,472		13,331	35.39%
Project Management - Plat of Highway		4	215	356	71		642	1.70%
Deed Research		4	215	356	71		642	1.70%
Field		28	1,319	2,187	435		3,941	10.46%
Boundary Analysis		32	1,718	2,848	567		5,133	13.63%
Draft Plats		40	1,373	2,277	453		4,103	10.89%
QA/QC		12	644	1,068	213		1,925	5.11%
Monument ROW		12	534	885	176		1,595	4.23%
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Subconsultant DL							\$0.00	
Direct Costs Total ==>	\$0.00						\$5,715.00	15.17%
TOTALS		250	10,694	17,731	3,529	-	37,669	84.83%

28,425

Lake County Public Works

Lake

Gewalt Hamilton Associates, Inc.

N/A

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 **OF** 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Management - Topo			Topographic Survey			Project Management - Plat of Highway			Deed Research			Field		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Principal	78.00	0.0																	
CE VI	76.13	0.0																	
CE V	71.30	0.0																	
CE IV	58.36	0.0																	
CE III	44.66	0.0																	
CE II	40.39	0.0																	
CE I	33.71	0.0																	
LS IV	53.67	64.0	25.60%	13.74	4	100.00%	53.67				4	100.00%	53.67	4	100.00%	53.67	8	28.57%	15.34
LS III	44.47	86.0	34.40%	15.30				54	47.37%	21.06							20	71.43%	31.76
LS I	23.85	0.0																	
GISP III	61.92	0.0																	
ET V	64.20	0.0																	
ET IV	40.81	0.0																	
ET III	34.34	100.0	40.00%	13.73				60	52.63%	18.07									
ET III	31.97	0.0																	
ET I	24.87	0.0																	
AD I	26.35	0.0																	
Environmental Consultant I	31.47	0.0																	
		0.0																	
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TOTALS		250.0	100%	\$42.77	4.0	100.00%	\$53.67	114.0	100%	\$39.14	4.0	100%	\$53.67	4.0	100%	\$53.67	28.0	100%	\$47.10

Lake County Public Works

Lake

Gewalt Hamilton Associates, Inc.

N/A

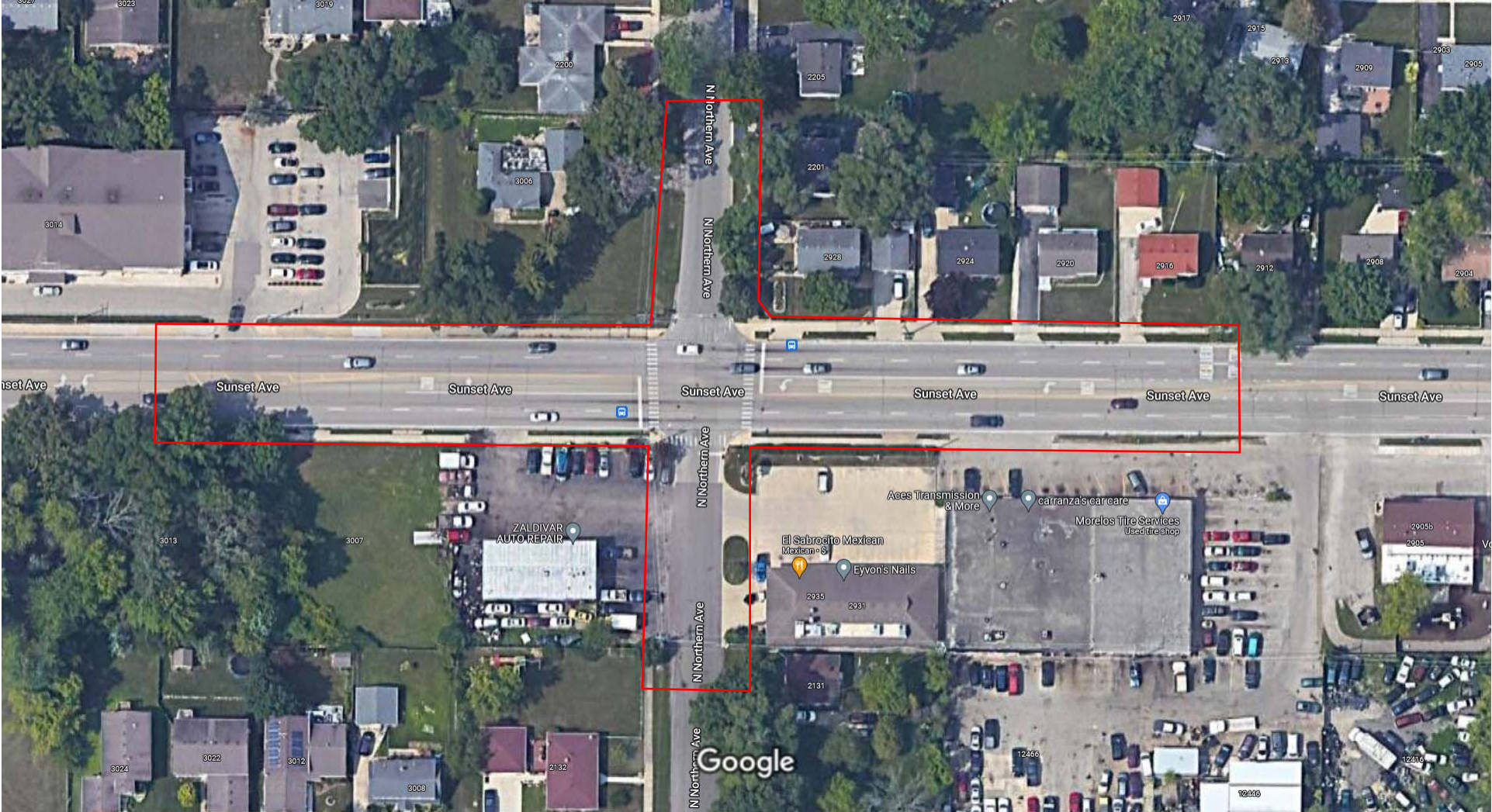








EXHIBIT F

Subconsultant Proposal
Huff & Huff, Inc.



A Subsidiary of GZA

GEOTECHNICAL

ENVIRONMENTAL

ECOLOGICAL

WATER

CONSTRUCTION
MANAGEMENT

915 Harger Road
Suite 330
Oak Brook, IL 60523
T: 630.684.9100
F: 630.684.9120
www.huffnhuff.com
www.gza.com



February 8, 2023

via email: jemry@civiltechinc.com

Mr. Joseph J. Emry, P.E.
Project Manager
Civiltech Engineering, Inc.
Two Pierce Place – Suite 600
Itasca, IL 60143

Re: CCDD Spoils Management Assistance
Two Signal/Intersection Projects, Lake County, Illinois
Sunset Avenue at Northern Avenue & at Green Bay Road, Waukegan, IL
(Section 22-00108-06-TL); and
Deerfield Parkway at Barclay Boulevard, Buffalo Grove, IL (Section 22-00248-04-TL)
Proposal No.: 81.P002024.23 (R2)

Dear Mr. Emry:

Huff & Huff, Inc. a subsidiary of GZA, Inc. (H&H) is pleased to submit this revised proposal to Civiltech Engineering, Inc. (Client) to perform soil management services for LPC-663 Form documentation regarding final disposition of project spoils at Clean Construction and Demolition Debris (CCDD) and/or uncontaminated soil fill operation (USFO) facilities. This proposal presents our project approach, the scope of services, cost, and schedule for completing the project.

1. INTRODUCTION

Client has provided Lake County Division of Transportation (LCDOT) Project Scoping Reports for the two project areas where signal installations are proposed, including:

- Sunset Avenue at Northern Avenue, Waukegan, IL; and
- Deerfield Parkway at Barclay Boulevard, Buffalo Grove, IL.

In addition to traffic signal installation at each location, we understand proposed improvements also include improving the sidewalk ramps, along with some additional tasks (such as installation of underground conduit from Deerfield/Busch to Deerfield/Woodman's, and work to close a median opening).

A third location is also anticipated for sidewalk improvements in relative close proximity to the Sunset Ave and Northern Ave. project, along the north side of Sunset Avenue, just east of Green Bay Road, approximately 2,000 feet west of the Sunset/Northern project location.

2. SCOPE OF SERVICES

Task 1 – Research and Listing Confirmation

A database will be ordered for each of the two (2) project locations and will include the additional sidewalk location at Green Bay Road to review for potentially impacted properties



(PIPs) that would indicate a potential for contaminated soil in the project corridor(s). It will include a search of standard state and federal environmental record databases in accordance with the specifications of ASTM standards. This information is utilized to determine if sites exist within close-enough proximity to impact the project corridor and to identify the potential contaminants of concern that would require laboratory analysis to confirm or deny the presence of contaminants that may affect soil disposal considerations.

Task 2 – Soil Sampling

An initial site visit will be conducted to mark boring locations for utility locates and to assess the project corridor. H&H proposes to conduct up to four (4) soil borings for each of the signal installation projects and one (1) additional location for the Sunset/green Bay sidewalk, to depths consistent with the proposed improvements, currently assumed to a depth of up to 10 feet deep. In addition, two locations are proposed to be sampled, if necessary, related to the conduit work along Deerfield parkway, including one (1) each at the entrance to Woodman's and at the intersection of Deerfield Parkway and Busch Parkway, or adjusted to be in locations specifically related to excavations where spoils may be generated requiring off-site final disposition.

Soil samples will be collected continuously to terminal depth and field assessed with a photo-ionization detector (PID) to aid in determining which samples to submit for laboratory analysis. We currently anticipate utilizing drilling and traffic control subcontractors. However, if the nature of the improvements are within 5-feet of ground surface, we could eliminate the driller and traffic control and propose to sample via hand auger, under assumption of sampling commencing in Spring 2023.

Task 3- Laboratory Analytical

Soil samples will be collected continuously at each location to terminal depth with field screening of samples in 2 to 4-foot depth increments, depending on the depth of the boring or sampling location. One (1) sample per boring location will be laboratory analyzed with up to three (3) for each intersection, plus up to two (2) related to the Deerfield Parkway Conduit work, and one (1) for the sidewalk work at Sunset/Green Bay, specifically to characterize the soils according to classifications established in IDOT Article 669.05 with remaining samples for pH only. A total of nine (9) soil samples are therefore proposed for laboratory analysis for the contaminants of concern (COCs) per IDOT protocol, which include:

- 22 Total metals (Target Analyte List (TAL) minus Aluminum)
- SPLP/TCLP Metals (8 RCRA and Be, Co, Cu, Fe, Mn, Ni, and Zn)
- Volatile organic compounds (VOCs)
- Semi-volatile organic compounds (SVOCs)
- Soil pH

Task 4 – Prepare LPC Forms (2)

H&H will prepare a separate LPC-663 Form for each of the project areas, for total of two (2) LPC-663 Form documents based on the results of due diligence and soil sampling. We anticipate including the sidewalk work at Sunset/Green Bay combined with the work 2,000 feet east at Sunset/Northern. The two (2) LPC Form deliverables to Client will include a cover memo summarizing the research, sampling, and results, the LPC-Form (signed and stamped by a P.E or P.G.) and supporting documentation including a narrative of the due diligence, sampling and analytical results, photo-log, database, figures, aerial photos, and pre-authorization documentation discussed in Task 5 below. Analytical results that do not achieve the MAC values (ineligible for CCDD disposal) and/or are not within the required soil pH range of 6.25 to 9.0 will be cited as exclusion zones and referenced as the appropriate IDOT Soil Classification per Article 669.05. Based on the



results, we will provide recommendations regarding options for handling, reuse (if possible) and/or disposal (if necessary) at a Sanitary Landfill. It should be noted that if Sanitary Landfill disposal is necessary, additional analytical parameters will be required to obtain a profile to dispose of material as non-special waste. Landfill disposal characterization costs are not included with this proposal and will require a supplement, if necessary, to complete, but are typically just included in the bidding specifications as pay items.

Task 5 – CCDD Facility Coordination

Time under this task will be used to coordinate with various CCDD and/or USFO facilities that are pre-approved for receiving uncontaminated soil and/or CCDD from LCDOT projects. H&H will submit LPC-Form documentation from this specific project to the facilities, including Thelen Sand & Gravel, in order to secure a minimum of three (3) project-specific, pre-approval letters for incorporation into the bidding specifications. However, it should be noted that CCDD and USFO facility response is beyond our control and in some cases, it may be problematic to receive a minimum of three (3) pre-authorizations. We understand Client will include language within the bidding specifications to encourage bidding contractors to utilize one of the pre-approved facilities for off-site final disposition of spoils from this project.

3. PROJECT COSTS AND SCHEDULE

The estimated manhours and project costs are tabulated in the attached tables. H&H proposes to undertake this work on a time and materials basis for the scope outlined, with a not-to-exceed cost of \$17,224.48 H&H will begin within 5 days of the notice to proceed with the final documentation to be submitted within 6 weeks of the notice to proceed.

Costs can be reduced by \$4,750 by shifting from standard soil borings with use of a drilling subcontractor to sampling via hand auger. However, hand auger sampling is limited to depths of approximately 4 to 5 feet deep and also cannot be completed during frost/winter conditions. Therefore, we have included the direct costs for the subcontractors at this time.

4. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

CONDITIONS OF ENGAGEMENT

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. H&H's report will be prepared on behalf of and for the exclusive use of Client. Client acknowledges and agrees that the report and the findings in the report shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without the written consent of H&H. H&H would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties.

ACCEPTANCE

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to H&H. Issuance of a Purchase Order implicitly acknowledges acceptance of this proposal. This proposal is valid for a period of 30 days from the date of issue. We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (630) 684-9100 with any questions.

Very truly yours,

Huff & Huff, Inc.



Jeremy J. Reynolds
Associate Principal

Attachments: Project Information and Backup Costs

**TERMS AND CONDITIONS
FOR PROFESSIONAL SERVICES
Including Site Investigation, Remediation,
Geotechnical, Construction, And Testing**

© 2022 by Huff & Huff, Inc., a Subsidiary of GZA GeoEnvironmental, Inc.

These Terms and Conditions, together with Huff & Huff, Inc.'s (H&H's) Proposal, make up the Agreement between H&H and you, Client, named in the attached proposal.

BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND H&H.

- 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; Warranties.**
 - a. 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.
 - b. H&H warrants that its construction services will be of good quality, free of faults and defects and in conformance with the Proposal.
 - c. **EXCEPT AS SET FORTH IN SUBSECTIONS 2a AND 2b, ABOVE, 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.**
 - d. H&H assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.
- 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 manager 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 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; Site Restoration. 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. H&H will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site that may occur and you agree to compensate H&H for any restoration it is asked to perform, unless otherwise indicated in the Proposal.

6. Underground Facilities. H&H's only responsibility under this Section will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless H&H with respect to personal injury and property damages due to H&H's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:

(i) that are not correctly shown on any plans and information you or governmental authorities provide to H&H; or

(ii) that are not correctly marked by the appropriate utility.

7. 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.**

8. Lab Tests and Samples. H&H is entitled to rely on the results of laboratory tests using generally accepted methodologies. H&H may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate H&H for storage and/or shipping beyond 30 days.

9. 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.

10. 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.

11. 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 nor 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.

12. Changed Conditions.

a. You recognize the uncertainties related to environmental and geotechnical 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.

13. 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.

14. 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.



15. 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. Information available to the public and information acquired from third parties will not be considered confidential. 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.

16. Insurance. During performance of the services, H&H will maintain workers compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. H&H will furnish you certificates of such insurance on request.

17. 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.

18. 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.

19. 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.

20. Miscellaneous.

- a. Illinois 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.



February 8, 2023
81.P002024.23(R2) – Spoils Management Services – CCDD Documentation
2 Signal/Intersection Installation & 1 Sidewalk Project (Buffalo Grove and Waukegan), Lake County, IL
ATTACHMENTS

ATTACHMENT A
LAKE COUNTY PROJECT INFORMATION

LCDOT Deerfield & Barclay Signal

Proposed CCDD Sampling

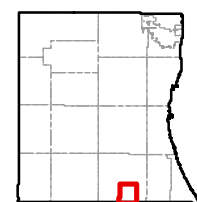
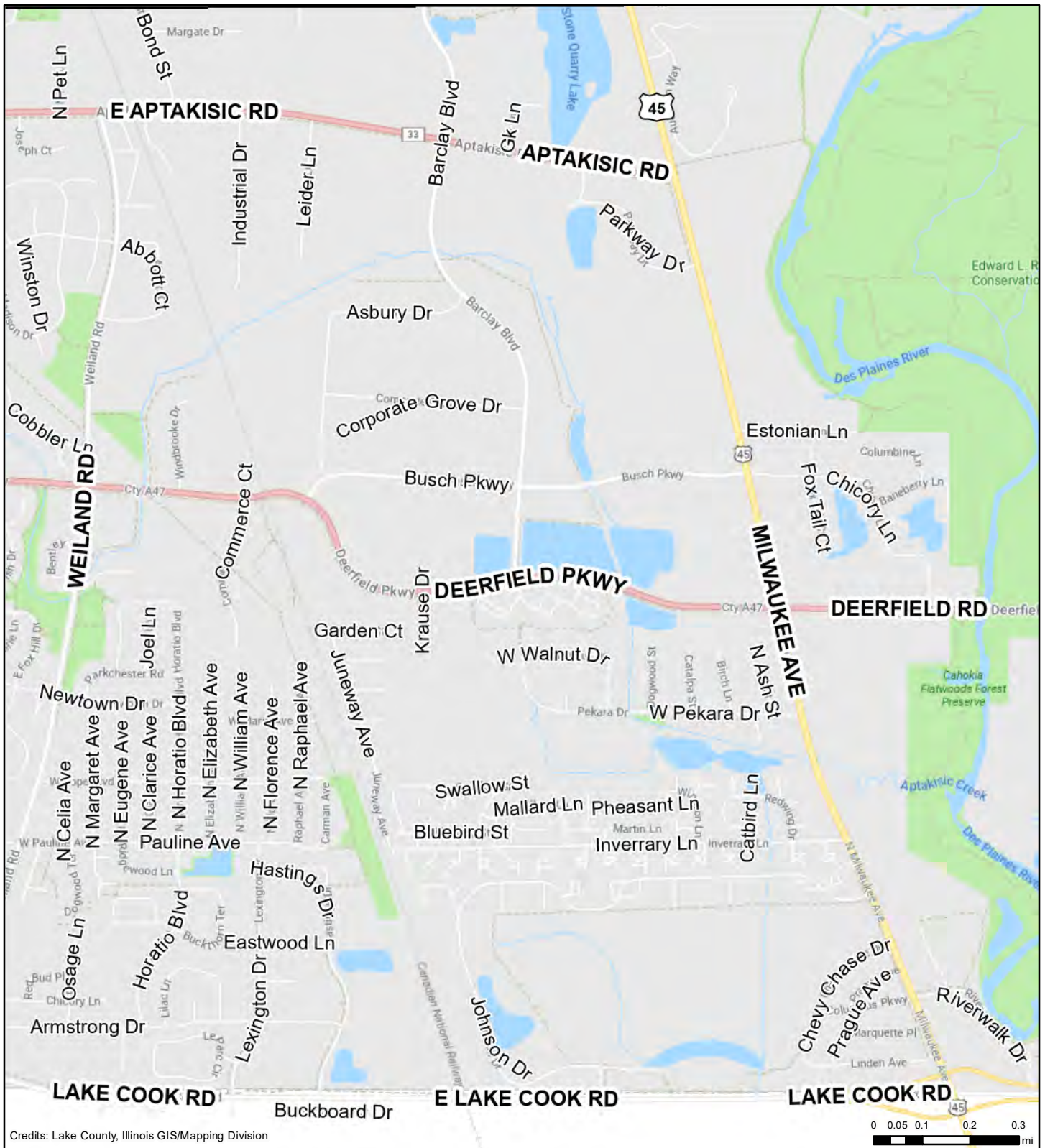
Legend

- Anticipated Conduit Route
- Conduit Sampling Location if Needed
- Deerfield Pky @ Barclay Blvd
- IEPA - BOL LUST Site
- IEPA - BOL SRP Site
- Proposed Soil Sampling Location



Division of Transportation

2. Location Map



N
LCDOT GIS
8/3/2022

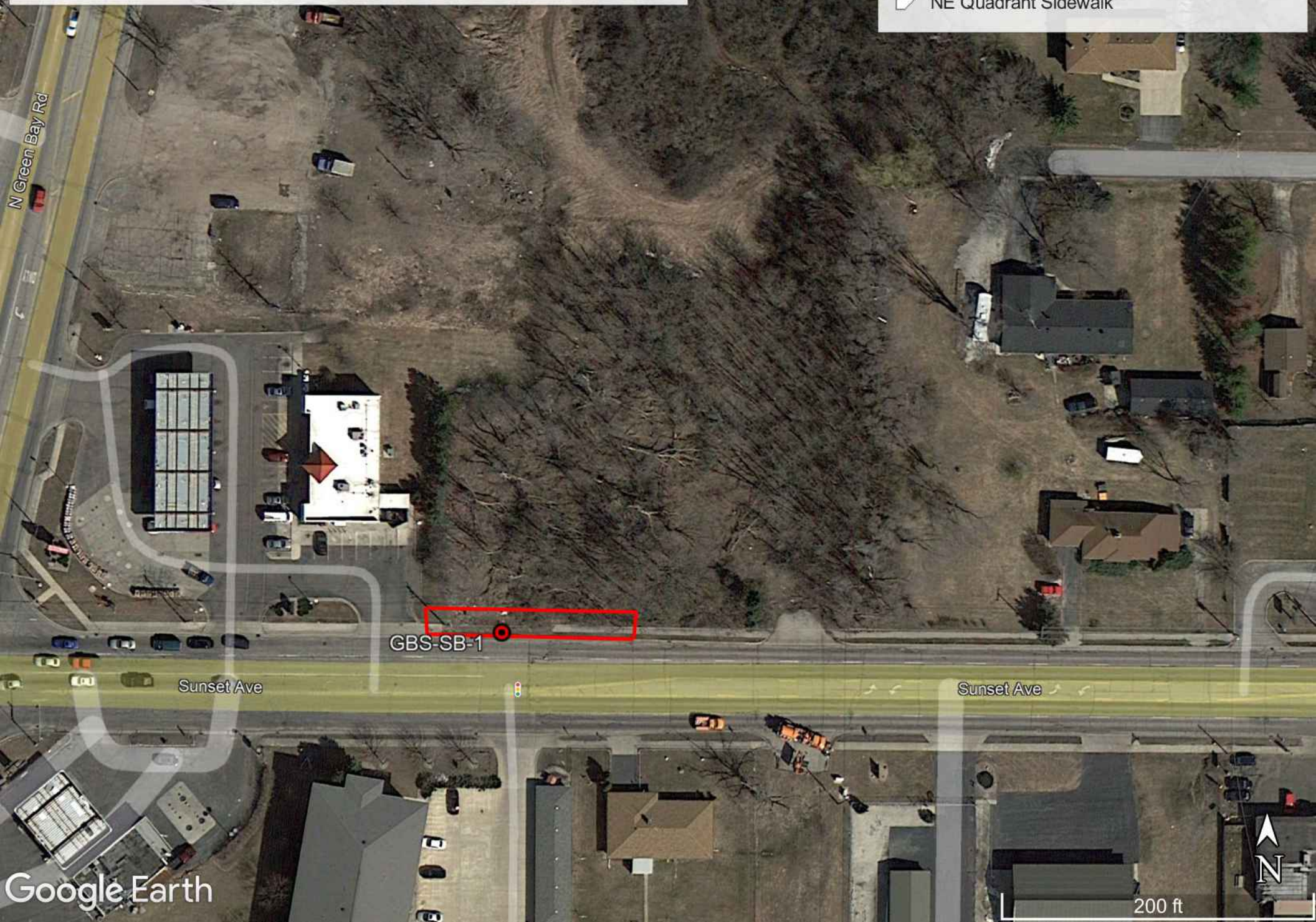


LCDOT green Bay Rd at Sunset Ave Sidewalk

Proposed CCDD Sampling

Legend

- GBS-SB-1 - Proposed Soil Sample Location
- ◻ NE Quadrant Sidewalk

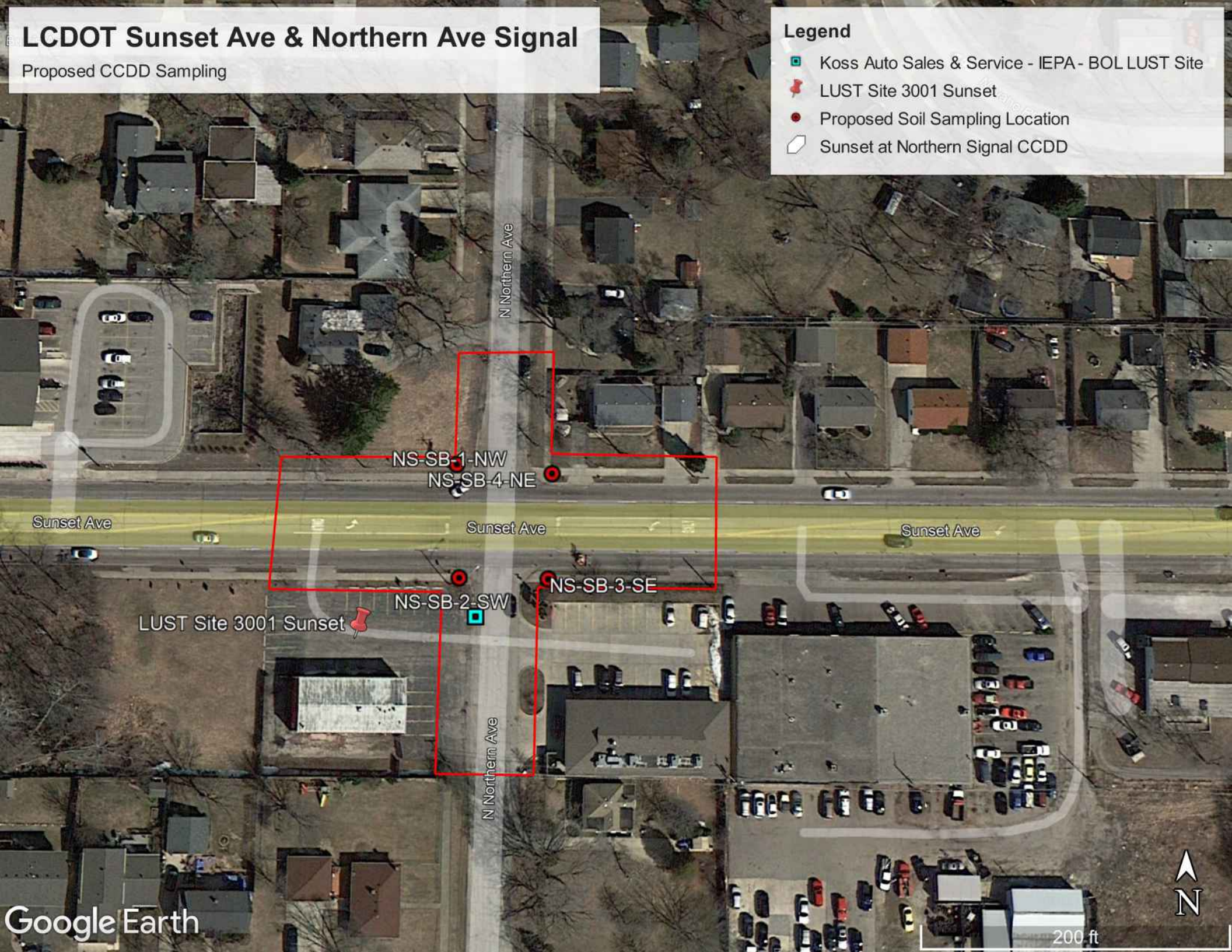


LCDOT Sunset Ave & Northern Ave Signal

Proposed CCDD Sampling

Legend

-  Koss Auto Sales & Service - IEPA - BOL LUST Site
-  LUST Site 3001 Sunset
-  Proposed Soil Sampling Location
-  Sunset at Northern Signal CCDD





Division of Transportation

Shane E Schneider, P.E.
Director of Transportation/
County Engineer600 W. Winchester Road
Libertyville, Illinois 60048-1381
Phone 847-377-7400
Fax 847-984-5888**PROJECT SCOPING REPORT**

Admin: SES Traffic: JN, BD, PS

Construction: GP, SH

Final - For Your Files

To: Design: MZ, ROW, Project File

Maintenance: KK, LS

GIS: BM

Date: 10/21/2022

Planning: KC, MK

PM: n/a**Engineer: David Pugliese****PROPOSED IMPROVEMENT**Road(s): **Sunset Ave & Northern Ave**Section Number: **22-00108-06-TL**

From: _____ To: _____

Omission(s): _____

Total Project Length: _____ feet

Traffic Signals**5 Lane Section****Consultant Design****Spec Book and Plans****Contract Constr.**☒ ROW Required☐ Easements Required☐ Crown Correction☐ Super Correction☐ Grade Correction☐ Intersection☒ Traffic Signals☐ Auxiliary Lane(s)☒ Utility Conflict(s)☐ Pavement Cores☐ Storm Sewer☐ Cross Road Culvert(s)☐ Guardrail☒ Curb and Gutter☐ Patch Max _____ %☐ Detention Required☐ Floodplain Impacts☐ Wetlands Impacts☐ Affects IL Natural Area☐ PESA Required**PROPOSED PAVEMENT**

Pavement Width _____ feet

Maximum Roll-over _____ %

☐ Multiple Proposed Pavements

Shoulder Width _____ feet

☐ 80K Design

...See Additional Information for Details

Overlay		Full Depth		Non-Motorized Travel Investments (NMTI)	
<input type="checkbox"/>		<input type="checkbox"/>	N/A	Is additional work required under the provisions of NMTI?	
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> TBD in PHASE I (See Additional Information)	
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/> Sidewalk Included/Required <input type="checkbox"/> Bike Path Included/Required	
<input type="checkbox"/>		<input type="checkbox"/>	N/A	SUSTAINABILITY (See Additional Information) <input type="checkbox"/> Porous Pavement	
<input type="checkbox"/>		<input type="checkbox"/>	N/A	<input type="checkbox"/> Recycling (Base) <input type="checkbox"/> Native Plants <input type="checkbox"/> Retention	
<input type="checkbox"/>	N/A	<input type="checkbox"/>		<input type="checkbox"/> Recycling (Pavement) <input type="checkbox"/> Bioswales <input type="checkbox"/> Other	
			Milling		
			Surface Course		
			Binder Course		
			Crack Control Fabric		
			Leveling Course		
			Base Course		

EXISTING PAVEMENT

Base Type: Cement Stabilized

Year Last Resurfaced? 2013

☒ Multiple Existing Pavements

Base Width: _____ feet

Surface Width: 55 feet

Total Bituminous Material: 10 inches

...See Additional Information for Details

TRAFFIC

ADT: 20,800

Year: 2018

PV 95.86%

SU 2.19%

MU 1.96%

Year: 2018

TRAFFIC STUDY BY: ☐ LCDOT
☐ CONSULTANT☐ Multiple ADT's...See Additional Information for Details☐ Intersection studies. ☐ Submittal to IDOT.

Posted Speed: 30 mph

85th % Speed: _____ mph☐ No intersections studied. (No earthwork)☐ Multiple Posted Speeds...See Additional Information for DetailsLocation for YES ☐ NO ☐Construction Zone Speed Limit: YES ☒ NO ☐

Accident Analysis Location:

DETOUR☒ Detour Not Necessary ☐ Detour Necessary

Possible Route:

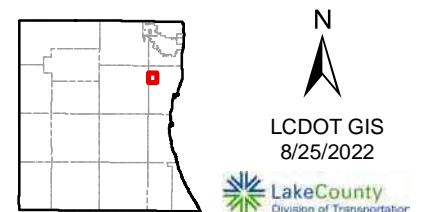
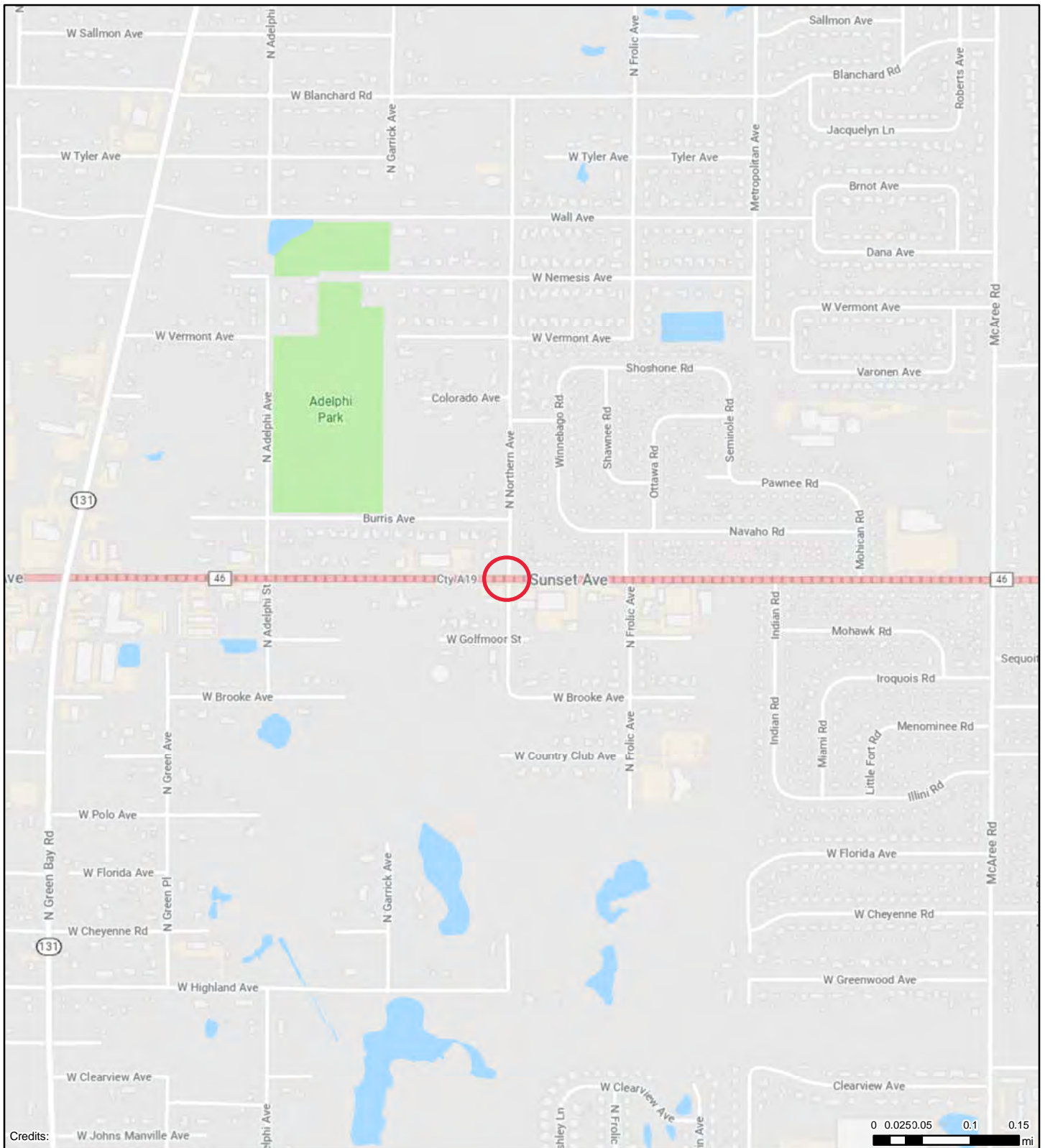
☐ PLEASE RESPOND TO THE POSSIBLE DETOUR ROUTE ON COMMENT SHEETOther projects in area at same time? NO ☒ YES ☐

PROJECT COSTS	ESTIMATE	CPMS
ROW		\$10,000.00
Preliminary Engineering		
Design Engineering		\$175,000.00
Construction		\$500,000.00
Total		\$685,000.00

PROPOSED SCHEDULE
Appropriation:
PS & E to IDOT:
Letting: 6/13/2023
Begin Construction: 2024
End Construction: 2024

CPMS Needs Revision ☐CPMS PIN # **B-1701** YEARS **22-27** Version # **6a**

2. Location Map





February 8, 2023
81.P002024.23(R2) – Spoils Management Services – CCDD Documentation
2 Signal/Intersection Installation & 1 Sidewalk Project (Buffalo Grove and Waukegan), Lake County, IL
ATTACHMENTS

**ATTACHMENT B
COSTS**

Huff & Huff, Inc.

Proposal

2/8/2023

Prepared for: **Civiltech Engineering, Inc.**

Project: **LCDOT 2 Signal intersections CCDD**

	Task	Hours	Labor	Reimbursables	Total
1	Task 1: Research and Listing Confirmation	9.00	1,020.00	770.99	1,790.99
2	Task 2: Soil Sampling	14.50	1,620.00	5,050.99	6,670.99
3	Task 3: Laboratory Analytical	0.50	70.00	5,755.00	5,825.00
4	Task 4: Prepare LPC-663 Forms (2)	19.00	2,592.50	-	2,592.50
5	Task 5: CCDD Facility Coordination	2.00	345.00	-	345.00
Grand Total		45.00	\$ 5,647.50	\$ 11,576.98	\$ 17,224.48

Huff & Huff, Inc.

Proposal

2/8/2023

Prepared for:

Civiltech Engineering, Inc.

Project:

LCDOT 2 Signal intersections CCDD

Task				Reimbursables			
1	Task 1: Research and Listing Confirmation						
Trips	98 miles	x	1 x	\$	0.655	=	\$ 64.19
Tolls			2 x	\$	3.40	=	\$ 6.80
Database Package	1 ea	x	2 x	\$	350.00	=	\$ 700.00
				Task Total		\$	770.99
2	Task 2: Soil Sampling						
Trips	98 miles	x	1 x	\$	0.655	=	\$ 64.19
Tolls			2 x	\$	3.40	=	\$ 6.80
Driller (day)	1 day	x	1 x	\$	2,750.00	=	\$ 2,750.00
Traffic Control	1 day	x	1 x	\$	2,000.00	=	\$ 2,000.00
Field Kit	1 day	x	1 x	\$	30.00	=	\$ 30.00
PID	1 day	x	1 x	\$	100.00	=	\$ 100.00
GPS Unit	1 day	x	1 x	\$	100.00	=	\$ 100.00
				Task Total		\$	5,050.99
3	Task 3: Laboratory Analytical						
VOCs w/5035 kits	1 ea	x	9 x	\$	100.00	=	\$ 900.00
SVOCs	1 ea	x	9 x	\$	160.00	=	\$ 1,440.00
22 Total metals	1 ea	x	9 x	\$	125.00	=	\$ 1,125.00
15 SPLP Metals	1 ea	x	9 x	\$	125.00	=	\$ 1,125.00
15 TCLP metals	1 ea	x	9 x	\$	125.00	=	\$ 1,125.00
pH	1 ea	x	2 x	\$	20.00	=	\$ 40.00
cost/sample \$ 635.00				Task Total		\$	5,755.00
4	Task 4: Prepare LPC-663 Forms (2)						
				0 x	\$ -	=	\$ -
				Task Total		\$	-
5	Task 5: CCDD Facility Coordination						
				0 x	\$ -	=	\$ -
				Task Total		\$	-
Grand Total						\$	11,576.98

EXHIBIT G

Subconsultant Proposal
Santacruz Land Acquisitions

PROPOSAL FOR LAND ACQUISITION SERVICES

**Lake County Division of
Transportation**

Civiltech Engineering, Inc.



**Traffic signal installation:
Sunset Avenue and
Northern Avenue in**

**Santacruz Land
Acquisitions** 

222 Northfield Road · Suite 201
Northfield, IL 60093
www.santacruz-associates.com

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

1

EXECUTIVE SUMMARY

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

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

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 have assembled 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 (“Santacruz”) will work with the staff for the LPA and Civiltech Engineering, Inc., Engineer for the LPA, (“Consultant”) to develop a land acquisition plan for the installation of new traffic signals at the intersection of Sunset Avenue and Northern Avenue in Waukegan (the “Project”) to assure that the goals are met.

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. 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. At the same, our team will quickly identify parcels in the very beginning of the process that have title issues that can only be resolved through condemnation so that the team can develop strategies on moving the land acquisition process forward.

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 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. In addition, we are familiar with IDOT’s land acquisition guidelines, policies and procedures.

We 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 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 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. Javier Santacruz 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 team have collaborated in the past on projects.

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 the 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.

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 shall be entitled to the compensation as shown on the attached schedule. Our cost proposal, based on **two (2)** projected parcels of right-of-way, is as follows:

NEGOTIATIONS: **\$6,600.00.**

As directed, **Santacruz** shall invoice the LPA or Consultant for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii) the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender's fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees. **Santacruz** shall include **\$750.00** per parcel for these charges. **Santacruz** shall pay any such fees and charges in excess of the **\$750.00** per parcel allowance for which Santacruz Land Acquisitions shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered at a cost not to exceed **\$8,100.00** as follows (per the pricing schedule in Exhibit 3.a.):

Land Acquisition Services	\$6,600.00
Estimated Direct Billable Expenses	\$1,500.00

2

TECHNICAL APPROACH

Santacruz 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 in accordance with the policies and procedures of IDOT, as applicable, the Uniform Act and the Illinois Eminent Domain Act.

Santacruz 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 helping us to 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 after authorization to proceed from the LPA and IDOT (as may be necessary).

Task 2: Kick-off Meeting

Santacruz 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.

Task 3: Delivery and Review of Project Information

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

Task 4: Negotiation and Acquisition

Santacruz shall commence negotiations after approval by the LPA of the appraisals and the amount of just compensation to be offered to the property owner.

Before contacting the property owner, **Santacruz** will prepare and send the introductory letter to the property owner on the LPA's letterhead.

Santacruz will present the property owner with an offer package, which shall contain the Offer to Purchase and other documents to assist the property owner with reviewing the right-of-way request.

Santacruz will make all reasonable efforts to complete the acquisition of the right-of-way from the property owner.

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

Santacruz will review the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for the LPA.

If, during its discussions with the property owner, errors in the plans are discovered or the property owner requests design changes, **Santacruz** will immediately notify LPA 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** will cease negotiations on certain parcels until corrected information or further instruction is provided to **Santacruz**.

Upon successful negotiations with the property owner, **Santacruz** will prepare all necessary conveyance documents in order to complete the acquisition and obtain title approval for the property. **Santacruz** will submit the completed parcel file with original conveyance documents, any documents necessary for title clearance, the Negotiator's Log documenting all negotiation activities, copies of all correspondence with the property owner, title commitments, plats, and all

other documentation as required by the LPA and IDOT (as necessary).

Condemnation Support

Santacruz understands that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pre-trial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation.

In the event, after making every reasonable effort to contact and negotiate with a property owner, **Santacruz** is unable to obtain a settlement for the acquisition of the right-of-way, **Santacruz** shall refer the parcel to the LPA for acquisition by condemnation.

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

PERSONNEL

The experience and talent of the right of way professionals that make up the team for **Santacruz** will, to a large extent, be the basis for the success of keeping this Project on-time and within budget. **Santacruz** brings over twenty-five years of right of way acquisition experience. Santacruz has worked on thousands of acquisition parcels for ISTHA, IDOT, Cook, Kane, Lake, and Will Counties. We have also worked for numerous township and municipalities. **Santacruz** has years of experience handling some of the most complex land acquisition transactions.

The **Santacruz** staff includes two negotiators and two paralegals with years of experience in acquiring a variety of right-of-way parcels.

PRIOR EXPERIENCE

Santacruz Land Acquisitions was founded in 1992 and has grown to be one of the most dependable right-of-way negotiation firms in Illinois. **Santacruz** has been providing comprehensive right-of-way solutions, including negotiation activities and the coordination of the valuations of parcels for various public agencies.

3

EXHIBITS

a. Pricing Schedule

Compensation for Services

Negotiation Services (per parcel)

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$3,400.00
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Additional negotiations due to change in ownership or plans ¹	\$2,000.00 - \$3,400.00
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Witness Services (if applicable)

Rate for each ½ day in pretrial conference or in court for Negotiator ¹	\$1,000.00
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Rate for each ½ day in pretrial conference or in court for Appraiser ¹	\$1,000.00
---	------------

Hourly rate for consultation not otherwise specifically provided for herein	\$250.00
---	----------

Title Services (if applicable)

Later date commitment – In addition to actual recording costs + Administrative fee	\$25.00
---	---------

Title insurance policies – In addition to actual recording costs + Administrative fee	\$25.00
--	---------

Recording of Documents – In addition to actual recording costs + Administrative fee	\$25.00
--	---------

Copies of recorded documents – In addition to actual copying costs & research fees + Administrative fee	\$25.00
--	---------

¹ May require supplemental work order.

PROPOSAL FOR LAND ACQUISITION SERVICES

**Lake County Division of
Transportation**

Civiltech Engineering, Inc.



**Traffic signal installation:
Deerfield Pkwy and Busch
Blvd in Buffalo Grove**

**Santacruz Land
Acquisitions** 

222 Northfield Road · Suite 201
Northfield, IL 60093
www.santacruz-associates.com

Contact:
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1

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

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SUMMARY

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COMPENSATION

Santacruz shall be entitled to the compensation as shown on the attached schedule. Our cost proposal, based on **three (3)** projected parcels of right-of-way, is as follows:

NEGOTIATIONS: **\$9,900.00**

As directed, **Santacruz** shall invoice the LPA or Consultant for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii) the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender's fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees. **Santacruz** shall include **\$750.00** per parcel for these charges. **Santacruz** shall pay any such fees and charges in excess of the **\$750.00** 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.

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Land Acquisition Services	\$9,900.00
Estimated Direct Billable Expenses	\$2,250.00

2

TECHNICAL APPROACH

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3

EXHIBITS

a. Pricing Schedule

Compensation for Services

Negotiation Services (per parcel)

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$3,400.00
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Additional negotiations due to change in ownership or plans ¹	\$2,000.00 - \$3,400.00
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Witness Services (if applicable)

Rate for each ½ day in pretrial conference or in court for Negotiator ¹	\$1,000.00
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Hourly rate for consultation not otherwise specifically provided for herein	\$250.00
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Title Services (if applicable)

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