

Municipality	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>	<b>C O N S U L T A N T</b>	Name TranSystems Corporation
Township				Address 1475 E Woodfield Road Suite 600
County Lake County – Division of Transportation		City Schaumburg		
Section 11-00083-09-RS		State IL		

**Preliminary Engineering  
Services Agreement  
For  
Non-Motor Fuel Tax Funds**

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

**Section Description**

Name Old McHenry Road

Route CH32(V77) Length \_\_\_\_\_ Mi. \_\_\_\_\_ FT (Structure No. \_\_\_\_\_ )

Termini 1200 feet north of Illinois Route 53 to 1000 feet south of Cuba Road

Description:  
Old McHenry Road- Phase 2 Design Engineering for Roadway Improvement.

**Agreement Provisions**

**The Engineer Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans
  - b.  Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.  Prepare Army Corps of Engineers Permit, **Lake County Stormwater Management Commission Permit**, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
  - f.  Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with **one (1) copy of each document in both hardcopy and electronic format**. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at the ENGINEER's actual cost for reproduction.
  - h.  Furnish the LA with survey and drafts in **duplicate** of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
  - i.  Assist the LA in the tabulation and interpretation of the contractors' proposals

- j.  Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
  - k.  Prepare the Project Development Report when required by the DEPARTMENT.
  - l.  **Services as included and/or defined in the attached Scope of Services.**
2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies **of the LA** ~~of the DEPARTMENT~~. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA ~~and the DEPARTMENT~~.
  3. To attend conferences at any reasonable time when requested to do so by representatives of the LA ~~or the Department~~.
  4. In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that the ENGINEER will perform such work without expense to the LA, even though final payment has been received by the ENGINEER. The ENGINEER shall give immediate attention to these changes so there will be a minimum delay to the CONTRACTOR.
  5. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available, upon request, to the LA ~~or the DEPARTMENT~~ without cost and without restriction or limitations as to their use.
  6. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will show the ENGINEER's professional seal where such is required by law.

**The LA Agrees,**

1. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT according to the following method indicated by a check mark:
  - a.  A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
  - b.  A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

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

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

2. To pay for all services rendered in accordance with this AGREEMENT at the actual cost of performing such work plus    percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at the ENGINEER's actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided in section 1 of the ENGINEER AGREES. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus an additional service charge of up to five (5) percent.

"Cost to Engineer" to be verified by furnishing the LA ~~and the DEPARTMENT~~ copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed. **\*See the CECS**

**The Total Not-to-Exceed Contract Amount shall be \$828,796.02**

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

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

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in sections 1 and 3 of the ENGINEER AGREES and prior to the completion of such services, the LA shall reimburse the ENGINEER for the ENGINEER's actual costs plus \* percent incurred up to the time the ENGINEER is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of the LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of the ENGINEER AGREES, ~~after they have been approved by the DEPARTMENT~~, the LA will pay the ENGINEER for such changes on the basis of actual cost plus \* percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of the LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of the ENGINEER's responsibility to prepare a complete and adequate set of plans and specifications.

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#### **It is Mutually Agreed,**

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

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

Executed by the LA:

ATTEST: \_\_\_\_\_ County of Lake \_\_\_\_\_ of the  
 (Municipality/Township/County)  
 State of Illinois, acting by and through its  
 By \_\_\_\_\_ County Board  
 \_\_\_\_\_  
 Lake County Clerk By \_\_\_\_\_  
 (Seal) Title Chairman of the County Board

RECOMMENDED FOR EXECUTION

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

Executed by the ENGINEER:

ATTEST: \_\_\_\_\_ TranSystems Corporation  
 Engineering Firm  
 1475 East Woodfield Road Suite 600  
 Street Address  
 Schaumburg, IL 60173  
 City, State  
 By \_\_\_\_\_ By Marton A. Fey  
 Title Vice President Title Senior Vice President

**Note: Three (3) Original Executed Contracts – (2) LCDOT; (1) Consultant**

**EXHIBIT A**  
**SCOPE OF SERVICES**



## **EXHIBIT A - PROJECT SCOPE OF SERVICES**

Old McHenry Road  
Phase II Engineering  
Lake County Division of Transportation  
Section 11-00083-09-RS  
January 20, 2015

Old McHenry Road through the Village of Long Grove is to be reconstructed. A traffic signal will be installed at the intersection of Old McHenry Road and Robert Parker Coffin Road. Also, streetscape elements such as brick paver sidewalk, pedestrian lighting and landscape planter boxes, among other items, will be placed along Old McHenry Road through the downtown area. Old McHenry Road is under the jurisdiction of the Lake County Division of Transportation (LCDOT) while Robert Parker Coffin Road is under the jurisdiction of the Village of Long Grove.

The project consists of providing design engineering services for the preparation of contract plans and documents for the improvements along Old McHenry Road. The following is a summary of the items that are included in the proposed scope of services: Coordination, Survey, Geotechnical, Permitting, Preliminary Plans, Pre-Final Plans, Final Plans, Right-of-Way Acquisition, Phase III Support, and Project Administration. Please note that it was assumed that no TS&Ls and no IDOT reviews of the retaining walls will be necessary.

### **1. Coordination**

- a. Meet and coordinate with LCDOT (Eight meetings assumed).
- b. Meet and coordinate with the Lake County Stormwater Management Commission (SMC) (Three meetings assumed).
- c. Meet and coordinate with the Village of Long Grove (Three meetings assumed).
- d. Coordinate with utility companies regarding utility relocations. Plans to be submitted to utility companies at the preliminary, pre-final, and final submittals. In addition, meet with utility companies regarding utility relocations after plan submittals (Three meetings assumed).
- e. No public meetings or public involvement other than the Construction Public Information Meeting are anticipated. See Item 9 for a description of the scope of services provided for this meeting.

### **2. Survey**

- a. Initial field survey was conducted during Phase I study. Horizontal and vertical control was established in Phase I.
- b. Tree survey was conducted in Phase I and will not be updated during Phase II.
- c. Control point and four point tie survey is included in Phase I.
- d. Conduct supplemental survey for additional survey areas identified during Phase I.
- e. Conduct full topographic survey field check.
- f. Conduct additional survey based on field check.
- g. Conduct survey of structure boring locations.
- h. Complete digital terrain model, incorporating Phase I full survey and pick-up survey.

### **3. Geotechnical**

Geotechnical drilling services including laboratory testing and engineering analysis and recommendations for the proposed retaining walls will be provided by O'Brien & Associates, Inc. (see attached scope of services in Exhibit C).

- a. Meet and coordinate with LCDOT to discuss boring locations.
- b. Coordinate soils investigation report with soil borings and logs with recommendations meeting IDOT and LCDOT guidelines.
- c. Meet and coordinate with LCDOT to discuss soils report recommendations.

## **EXHIBIT A - PROJECT SCOPE OF SERVICES**

Old McHenry Road  
Phase II Engineering  
Lake County Division of Transportation  
Section 11-00083-09-RS  
January 20, 2015

- d. Incorporate geotechnical recommendations into the structural retaining wall plans as necessary.

### **4. Permitting**

Environmental services including preparation of a Preliminary Environmental Site Assessment (PESA) and PESA Response along with a Preliminary Site Investigation (PSI) Report and Clean Construction and Debris Demolition (CCDD) sampling and determination will be completed by Huff & Huff, Inc. (see attached scope of services in Exhibit C).

- a. A U.S. Army Corps of Engineers (USACE) Section 404 Permit and Illinois Environmental Protection Agency (IEPA) Section 401 Certification for impacts to wetlands and/or Waters of the U.S. (WOUS) are not required.
- b. An IEPA Permit for water main or sanitary sewer construction is not required since no improvements are anticipated.
- c. Review Special Waste Screening Memo prepared during Phase I by Cardno Entrix. Coordinate PESA and PESA Response.
- d. Coordinate Preliminary Site Investigation (PSI) Report and Clean Construction and Debris Demolition (CCDD) sampling and determination. Incorporate recommendations into contract plans.
- e. Submit application for NPDES Permit including Storm Water Pollution Prevention Plan and Notice of Intent.
- f. Prepare preliminary SMC Watershed Development Ordinance (WDO) permit including narrative and exhibits. Prepare permits for the following:
  1. Soil erosion and sediment control.
  2. Water quality measures.

Permits will not be prepared for the following:

1. Wetland mitigation.
  2. Compensatory storage within a floodplain.
  3. Modifying watercourse draining 20 or more acres.
  4. Detention.
- g. Prepare revised WDO permit, based on comments received from SMC. Submit pre-final WDO permit to SMC.
  - h. Submit final WDO permit to SMC.
  - i. The Biological Resources signoff will need to be updated in Phase II.
  - j. A Cultural Resources Sign-off was received in Phase I.
  - k. All permit fees will be paid by the County.

### **5. Preliminary Plans**

- a. It is anticipated that the following sheets will be included in the contract plans. The plans will include streetscape elements matching those along Archer Road. All retaining walls will be cast-in-place walls. Typical tree replacement and landscaping will be utilized using County preferred landscaping elements. Additional plantings will be placed within planter boxes installed as part of the streetscaping. The streetscape elements, including but not limited to brick paver sidewalk, pedestrian lighting, trash bins/recycling receptacles, and planter boxes will match those along Archer Road. It is assumed that the existing plans and specifications for the Archer Road improvements will be provided and that the Village of Long Grove does not decide to vary the streetscape design from that along Archer Road. If

**EXHIBIT A - PROJECT SCOPE OF SERVICES**

Old McHenry Road  
Phase II Engineering  
Lake County Division of Transportation  
Section 11-00083-09-RS  
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so, the Archer Road plans and specifications will be used to develop the streetscape plans along Old McHenry Road. As such, no design services by a landscape architect will be provided.

<b>Sheet Description</b>	<b>No. of Sheets</b>
Title Sheet	1
General Notes	1
Summary of Quantities	8
Existing and Proposed Typical Sections	4
Schedule of Quantities	10
Alignment, Ties and Benchmarks	2
Plan and Profile (1"=20')	8
Traffic Control Typical Sections	1
Maintenance of Traffic (Suggested Staging Plan)	6
Detour Route Plan	2
Erosion and Sediment Control Plan (1"=20')	4
Drainage and Utilities Plan (1"=20')	8
Right-of-Way Plans	18
Intersection Paving Plan (1"=20')	2
Pavement Marking, Signing & Landscaping Plan (1"=20')	4
Old McHenry Road at Robert Parker Coffin Road Traffic Signal Plans (1"=20')	2
Old McHenry Road at Robert Parker Coffin Road Cable Plans, Sequence of Operations, and Schedule of Quantities	1
Signal Interconnect Plans, Interconnect Schematics, and Schedule of Quantities	2
IDOT Traffic Signal District Details	8
Lighting General Notes, Legend, and Schedule of Quantities	1
Lighting Plan - Old McHenry Road at Robert Parker Coffin Road Intersection (1"=20')	1
Lighting Plan - Old McHenry Road from Archer Road to Buffalo Creek Park (1"=20')	1
Wiring Diagram - Old McHenry Road from Archer Road to Buffalo Creek Park	1
Lighting Details	2
Streetscape Plan - Old McHenry Road from Archer Road to Buffalo Creek Park (1"=20')	2
Streetscape Details	3
Retaining Wall Plans	

**EXHIBIT A - PROJECT SCOPE OF SERVICES**

Old McHenry Road  
Phase II Engineering  
Lake County Division of Transportation  
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January 20, 2015

Sheet Description	No. of Sheets
-General Plan & Elevation	10
-Retaining Wall Details	5
-Railing/Fence Details	4
-Soil Boring Logs	10
Project Details	2
LCDOT Standard Details (2 per sheet)	20
IDOT District 1 Details (1 per sheet)	20
IDOT Highway Standards (6 per sheet)	10
Cross Sections (@ 50 ft stations, 1"=5' horizontal, 1"=5' vertical)	35
<b>Totals</b>	<b>219</b>

- b. Prepare quantity calculations, estimate of cost based on current contract unit prices and estimate of construction time.
- c. Prepare contract specifications including supplemental, recurring, Guide Bridge, BDE, LCDOT, IDOT District 1, SWPPP, permits, and project special provisions including status of utilities to be adjusted in LCDOT format.
- d. Submit preliminary plans, estimate of cost, estimate of time and contract specifications to the County, SMC and utility companies for review.
- e. Perform independent Quality Assurance/Quality Control review of preliminary plans and documents.

**6. Pre-Final Plans**

- a. Update pre-final contract plans and documents based on comments received on preliminary plans.
- b. Update summary of quantities, estimate of cost and estimate of time for pre-final submittal.
- c. Update contract specifications for pre-final submittal.
- d. Submit pre-final plans, estimate of cost, estimate of time and contract specifications to the County, SMC and utility companies for review.
- e. Perform independent Quality Assurance/Quality Control review of pre-final plans and documents.

**7. Final Plans**

- a. Update final contract plans and documents based on comments received on pre-final plans.
- b. Update summary of quantities, estimate of cost and estimate of time for final submittal.
- c. Update contract specifications for final submittal.
- d. Submit final plans, estimate of cost, estimate of time and contract specifications to the County, SMC and utility companies for review.
- e. Perform independent Quality Assurance/Quality Control review of final plans and documents.
- f. Submit final plans, specs, cost estimate, and quantity calculations in electronic (.dgn and .pdf) format to the County.

## **EXHIBIT A - PROJECT SCOPE OF SERVICES**

Old McHenry Road  
Phase II Engineering  
Lake County Division of Transportation  
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### **8. Right-of-Way Acquisition Services**

Right-of-way acquisition services including preparation of the statutory plat of highways and legal descriptions will be provided by Jorgensen & Associates, Inc. (see attached scope of services in Exhibit C). Right-of-way consulting services including negotiations, appraisals and review appraisals will be performed by Mathewson Right of Way Company (see attached scope of services in Exhibit C).

- a. Provide engineering services and clarify questions or comments identified during the plat of highways and negotiation process.

### **9. Phase III Support**

- a. A Construction Public Information Meeting will be held for this project. The following is a list of services that will be provided:
  - i. Conduct one Dry-Run Construction Public Information Meeting with LCDOT.
  - ii. Attend one Construction Public Information Meeting to present preferred improvement and staging plans.
  - iii. Coordinate site use near Downtown Long Grove.
  - iv. Prepare and publish public meeting notice.
  - v. Prepare and distribute public meeting invitation.
  - vi. Prepare public meeting brochure, sign-in sheets, and comment forms.
  - vii. Prepare public meeting exhibits.
  - viii. Prepare educational materials and videos.
  - ix. Collect, compile, and respond to public meeting comments.
- b. Attend pre-construction meeting.
- c. Provide engineering services to review shop drawings for retaining walls, attend on-site meetings, answer questions about the intent of the design, and offer assistance to make design changes necessary during construction of the project.

### **10. Project Administration**

- a. Provide internal project management and staffing.
- b. Prepare monthly invoices.
- c. Maintain project schedule in Microsoft Project.



**EXHIBIT B**

**COST ESTIMATE OF CONSULTANT SERVICES**



**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME TranSystems Corporation  
PRIME/SUPPLEMENT \_\_\_\_\_

DATE 01/20/15  
PTB NO. \_\_\_\_\_

CONTRACT TERM 33 MONTHS  
START DATE 3/1/2015  
RAISE DATE 4/1/2015

OVERHEAD RATE 145.47%  
COMPLEXITY FACTOR \_\_\_\_\_  
% OF RAISE 3.00%

**ESCALATION PER YEAR**

3/1/2015 - 4/1/2015
1
33

4/2/2015 - 4/1/2016
12
33

4/2/2016 - 4/1/2017
12
33

4/2/2017 - 12/1/2017
8
33


= 3.03%  
= 1.0555

37.45%

38.58%

26.49%

**The total escalation for this project would be:**

**5.55%**











## AVERAGE HOURLY PROJECT RATES

**FIRM** TranSystems Corporation  
**PSB** \_\_\_\_\_  
**PRIME/SUPPLEMENT** \_\_\_\_\_

**DATE** 01/20/15

**SHEET** 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Coordination			Survey			Geotechnical			Permitting			Preliminary Plans		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer 5 (E5)	70.00	0																	
Engineer 4 (E4)	70.00	632	14.75%	10.32	102	50.00%	35.00	4	3.85%	2.69	4	12.50%	8.75	8	7.69%	5.38	182	9.61%	6.73
Engineer 3 (E3)	55.76	1138	26.55%	14.81	102	50.00%	27.88	4	3.85%	2.14	20	62.50%	34.85	24	23.08%	12.87	428	22.60%	12.60
Engineer 2 (E2)	41.44	882	20.58%	8.53				12	11.54%	4.78	8	25.00%	10.36	24	23.08%	9.56	428	22.60%	9.36
Engineer 1 (E1)	32.25	878	20.49%	6.61				4	3.85%	1.24				48	46.15%	14.88	428	22.60%	7.29
Surveyor 3 (S3)	35.47	40	0.93%	0.33				40	38.46%	13.64									
Surveyor 1 (S1)	21.01	40	0.93%	0.20				40	38.46%	8.08									
Technician 3 (T3)	36.52	652	15.21%	5.56													428	22.60%	8.25
Technician 2 (T2)	29.08	0																	
Technician 1 (T1)	21.46	0																	
Administrative 3 (A3)	46.39	0																	
Administrative 2 (A2)	31.19	24	0.56%	0.17															
Administrative 1 (A1)	22.59	0																	
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<b>TOTALS</b>		4286	100%	\$46.52	204	100.00%	\$62.88	104	100%	\$32.58	32	100%	\$53.96	104	100%	\$42.70	1894	100%	\$44.23



**EXHIBIT C**

**SUBCONSULTANT SERVICES  
O'Brien & Associates, Inc.**





O'BRIEN & ASSOCIATES, INC.  
CONSULTING ENGINEERS

1235 E. DAVIS ST./ARLINGTON HTS., IL 60005  
(847)398-1441 \* FAX(847) 398-2376

September 25, 2014

TranSystems Corporation  
1475 East Woodfield Road  
Suite 600  
Schaumburg, IL 60173-5440

Attn: Mr. Jesse Vuorenmaa, P.E.

Proposal No. P-14-075

Re: Geotechnical Engineering Services, Phase 2, Proposed Retaining Walls, Old McHenry Road/Robert Coffin Road, Long Grove, Illinois

Dear Mr. Vuorenmaa:

In accordance with your request we are pleased to submit our proposal for the performance of a Phase 2 investigation. We understand that Phase 2 work will include retaining walls along Old McHenry Road.

We understand that this investigation will consist of a total of sixteen (16) soil borings extending to a depth of 20.0' for various wall lengths. The proposed walls will be less than 5.0' in height. The wall locations, as well as the number of borings per wall, are shown on a drawing with your request for proposal.

Upon completion, the boring holes backfilled and be patched to match existing grade. We have assumed that signs, cones can be used for traffic control. .

Along with these borings, laboratory tests will be performed on the samples recovered and an engineering report will be prepared under the direction of a Registered Professional Engineer. Below is the detailed information that will be included in the subsurface investigation report.

- a. Soil conditions
- b. Ground water elevations
- c. Site preparation recommendations
- d. Retaining wall foundation recommendations
- e. Lateral support and excavation recommendations
- f. Copies of boring logs, test results and location diagram
- g. Recommendations relative to any unusual design or construction techniques which may be required due to subsurface conditions

On the basis of this scope of work and the unit charges indicated on the enclosed cost estimate the total cost of this investigation will be \$21,779.22.

Any additional work will be performed at the appropriate unit charges or hourly rates indicated on the cost estimate of services. All work will be performed in accordance with the attached Terms and Conditions.

We appreciate the opportunity of being of service to you on this project and look forward to hearing from you when work is ready to begin. If there are any questions regarding the information submitted herein, please do not hesitate to contact us.

Very truly yours,

O'BRIEN & ASSOCIATES, INC.



Jim Wandell  
Project Manager



Dixon O'Brien, P.E.  
Vice-President  
JW/DOB/ckb  
enc.

ACCEPTED FOR TRANSYSTEMS CORPORATION

BY \_\_\_\_\_

DATE \_\_\_\_\_

O'BRIEN & ASSOCIATES, INC.

TranSystems  
 Old McHenry Road and Robert Coffin Road  
 Long Grove, IL

**COST ESTIMATE OF SERVICES**

September 25, 2014

Overhead Rate = 1.4645

**PHASE 2**

ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRING BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (D)	SERVICES BY OTHERS (E)	TOTAL (F)	% OF GRAND TOTAL (H)
Project Management	12.0	\$ 644.00	\$ 943.14		\$ 158.71		\$ 1,745.85	8.0%
Boring Logs/Analysis	27.0	\$ 1,188.00	\$ 1,739.83		\$ 292.78		\$ 3,220.61	14.8%
Report Preparation	24.0	\$ 1,056.00	\$ 1,546.51		\$ 260.25		\$ 2,862.76	13.1%
Drilling/Coring				\$ 12,830.00			\$ 12,830.00	58.9%
Laboratory Testing				\$ 1,120.00			\$ 1,120.00	5.1%
<b>TOTAL</b>	<b>63.0</b>	<b>\$ 2,888.00</b>	<b>\$ 4,229.48</b>	<b>\$ 13,950.00</b>	<b>\$ 711.75</b>	<b>0</b>	<b>\$ 21,779.22</b>	<b>100%</b>

O'BRIEN & ASSOCIATES, INC.  
**COST ESTIMATE OF SERVICES**  
TranSystems  
Old McHenry Road and Robert Coffin Road  
Long Grove, IL

September 25, 2014

**PHASE 2**

PAYROLL CLASSIFICATION	HOURLY RATES	Project Management		Bore Logs Summary/Analysis		Engineering Report Preparation	
		HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL
PRINCIPAL	\$ 70.00	2.0	140.00	0.0	0.00	0.0	0.00
PRINCIPAL ENGINEER	\$ 66.00	4.0	264.00	8.0	528.00	8.0	528.00
PROJECT MANAGER	\$ 40.00	6.0	240.00	1.0	40.00	2.0	80.00
PROJECT ENGINEER	\$ 36.00		0.00	0.0	0.00	0.0	0.00
PROJECT COORDINATOR	\$ 30.00		0.00	0.0	0.00	0.0	0.00
ENGINEERING GEOLOGIST	\$ 36.00		0.00	16.0	576.00	10.0	360.00
SECRETARY	\$ 22.00		0.00	2.0	44.00	4.0	88.00
Total Labor Cost			\$ 644.00		\$ 1,188.00		\$ 1,056.00
Overhead	1.4645		\$ 943.14		\$ 1,739.83		\$ 1,546.51
Profit (10% of Labor & Overhead)	0.1		\$ 158.71		\$ 292.78		\$ 260.25
<b>TOTAL</b>			\$ 1,745.85		\$ 3,220.61		\$ 2,862.76

**TranSystems**  
**Old McHenry Road and Robert Coffin Road**  
**Long Grove, IL**  
**PHASE 2**

September 25, 2014

**Scope: 16 soil borings to 20' totaling 240', Limited drilling time (9am to 3pm)**  
**Traffic Control with signs, cones**

		Unit Cost	Cost
DRILLING			
Mobilization	1.0 ea	\$ 400.00 /ea	\$ 400.00
Daily Mobilization	2.0 ea	\$ 200.00 /ea	\$ 400.00
Drill/Core Rig and Crew	24.0 hrs	\$ 340.00 /hr	\$ 8,160.00
Drill/Core Rig and Crew (OT)	-	\$ 510.00 /hr	\$ -
Field Engineer	24.0 hrs	\$ 95.00 /hr	\$ 2,280.00
Core Patch	16.0 ea	\$ 5.00 /ea	\$ 80.00
Backfill Materials	240.0 ft	\$ 2.00 /ft	\$ 480.00

Subtotal	\$ 11,800.00
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**ADDITIONAL ITEMS**

Layout, Utility Clearance, Joint Meet	6.0 hrs	\$ 125.00 /hr	\$ 750.00
Traffic Control Signs, Cones	3.0 days	\$ 75.00 /day	\$ 225.00
Flagman (2)	- hrs	\$ 85.00 /hr	\$ -
Support Vehicle	1.0 days	\$ 55.00 /day	\$ 55.00

Subtotal	\$ 1,030.00
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<b>DRILLING TOTAL</b>	<b>\$ 12,830.00</b>
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**LABORATORY TESTING**

Moisture Content	96.0 ea	\$ 5.00 /ea	\$ 480.00
Unconfined (Rimac)/Density	- ea	\$ 15.00 /ea	\$ -
Hand Penetrometer	- ea	\$ 3.00 /ea	\$ -
Proctor/CBR (Using ASTM D-1557)	- ea	\$ 600.00 /ea	\$ -
Combined Analysis (ASTM C-422)	4.0 ea	\$ 100.00 /ea	\$ 400.00
Atterberg Limits (ASTM D-4318)	4.0 ea	\$ 60.00 /ea	\$ 240.00
Organic Content	- ea	\$ 50.00 /ea	\$ -

<b>TESTING TOTAL</b>	<b>\$ 1,120.00</b>
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**GENERAL CONDITIONS  
O'BRIEN & ASSOCIATES, INC.**

**SECTION 1: SCOPE OF WORK:** O'BRIEN & ASSOCIATES, INC. (OBA) shall perform the services defined in the contract and shall invoice the client for those services at the fee schedule rates. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work may change even as the work is in progress. OBA will provide these additional services at the contract fee schedule rate.

Rates for work beyond the scope of this contract and not covered by the contract fee schedule can be provided. OBA can perform additional work with prior authorization, and will provide confirmation of fees. All costs incurred because of delays in authorizing the additional work will be billed to the client. Fee schedules are valid for one year following the date of the contract unless otherwise noted. Initiation of services by OBA pursuant to this proposal will incorporate these terms and conditions.

**SECTION 2: ACCESS TO SITES, PERMITS AND APPROVALS:** Unless otherwise agreed, the client will furnish OBA with right-of-access to the site in order to conduct the planned exploration. All work will be performed using union work crews. While OBA will take all reasonable precautions to minimize any damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not part of this agreement. Unless otherwise agreed, the client will secure all necessary approvals, permits, licenses and consents necessary to the performance of the services hereunder.

**SECTION 3: SOIL BORING AND TEST LOCATIONS:** The accuracy and proximity of provided survey control will affect the accuracy of in-situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will commensurate only with pacing and approximate measurements or estimates. If greater accuracy is required, the services of a professional surveyor should be obtained.

The client will furnish OBA with a diagram indicating the location of the site. Boring and test locations may also be indicated on the diagram. OBA reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked by the client in writing at the time the diagram is supplied. OBA reserves the right to terminate this contract if conditions preventing drilling at the specified locations are encountered which were not made known to OBA prior to the date of this contract.

**SECTION 4: UTILITIES:** In the performance of its work, OBA will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The client agrees to hold OBA harmless and indemnify OBA for any claims, payments or other liability, including costs and attorney fees, incurred by OBA for any damages to subterranean structures or utilities which are not called to OBA's attention and correctly shown on the plans furnished to OBA.

**SECTION 5: UNANTICIPATED HAZARDOUS MATERIALS:** It shall be the duty of the owner, the client, or their representative to advise OBA of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances include but are not limited to products, materials, by-products, wastes or samples of the foregoing which OBA may be provided or obtain while performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by OBA employees, agents or subcontractors.

**SECTION 6: DISPOSAL OF HAZARDOUS MATERIALS:** OBA does not create, generate or at any time own or take possession or ownership of or arrange for transport, disposal or treatment of hazardous materials as a result of its exploration services. All hazardous materials, including but not limited to samples, drilling fluids, decontamination fluids, development fluids, soil cuttings and tailings, and used disposable protective gear and equipment, are the property of the client, and responsibility for proper transportation and disposal is the client's unless prior contractual arrangements are made. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of the client. The client shall purchase all such equipment and it shall be turned over to the client for proper disposal unless prior alternate contractual arrangement are made.

**SECTION 7: REPORTS AND INVOICES:** OBA will furnish two copies of the report to the client. Additional copies will be furnished at the rate specified in the fee schedule. OBA will submit invoices to the client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, but not exceeding the maximum rate allowed by law, on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by OBA relating to collection procedures on overdue accounts. Failure of client to abide by the provisions of this section will be considered ground for termination of this agreement by OBA.

**SECTION 8: OWNERSHIP OF DOCUMENTS:** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by OBA as instruments of service, shall remain the property of OBA unless there are other contractual agreements.

**SECTION 9: CONFIDENTIALITY:** OBA shall hold confidential all business or technical information obtained from the client or his affiliates or generated in the performance of services under this agreement and identified in writing by the client as "confidential". OBA shall not disclose such information without the client's consent except to the extent required for: 1) Performance of services under this agreement; 2) Compliance with professional or ethical standards of conduct for preservation of public safety, health, and welfare; 3) Compliance with any court order or other governmental directive and/or; 4) Protection of OBA against claims or liabilities arising from performance of services under this agreement. OBA's obligation hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

**SECTION 10: STANDARD OF CARE:** Services performed by OBA under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. No other warranty, expressed or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. The client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests or explorations are made by OBA and that the data, interpretations and recommendations of OBA are based solely upon the data available to OBA. OBA will be responsible for those data, interpretations and recommendations, but shall not be responsible for the interpretations by others of the information developed.

**SECTION 11: SAFETY:** OBA has adopted safety policy procedures for its personnel when providing services at known or suspected hazardous waste sites. OBA personnel will adhere to these procedures as site conditions require. A copy of the "Safety Policy Procedures for Environmental/Hazardous Waste Projects" is on file with the corporate safety officer and is available for review. OBA is not responsible or liable for injuries or damage incurred by third parties who are not employees of OBA.

It is understood that OBA will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

**SECTION 12: SUBPOENAS:** The client is responsible, after notification, for payment of time charges and expenses resulting from the required response by OBA to subpoenas issued by any party other than OBA in conjunction with work performed under this contract. Charges are based on fee schedules in effect at the time the subpoena is served.

**SECTION 13: LIMITATION OF LIABILITY:** The client agrees to limit OBA's liability to the owner and all construction contractors and subcontractors on the project arising from OBA's professional acts, errors or omissions, or omissions or breach of contract or other cause of action, such that the total aggregate liability of OBA to all those named shall not exceed \$50,000 or OBA's total fee for the services rendered on this project, whichever is greater, and client hereby releases OBA from any liability above such amount. The client further agrees to require of the contractor and his subcontractors an identical limitation of OBA's liability for damages suffered by the contractor or the subcontractor arising from OBA's performance of services. Neither the contractor nor any of his subcontractors assumes any liability for damages to others which may arise on account of OBA's professional acts, errors or omissions.

**SECTION 14: INSURANCE:** OBA carries worker's compensation and employer's liability insurance and has coverage under public liability and property damage insurance policies. Certificates for all such policies of insurance will be provided to client upon request. Within the limits and conditions of such insurance, OBA agrees to indemnify and save client harmless from and against any loss, damage, injury or liability arising from any negligent acts of OBA, its employees, agents, subcontractors and their employees and agents. OBA shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. OBA shall not be responsible for any loss, damage or liability arising from any acts by a client, its agents, staff consultants employed by others, or other third parties who are not employees of OBA.

**SECTION 15: INDEMNITY:** The client acknowledges that OBA has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions at the site. Accordingly, except as expressly provided in this contract, the Client waives any claim against OBA and agrees to indemnify and save OBA, its agents, and employees harmless from any claim, liability or defense cost, including but not limited to attorney fees and other incidental costs, for injury or loss sustained by any party from such exposures allegedly arising out of or related to OBA's performance of services hereunder. Client and OBA agree that they will not be liable to each other, under any circumstances, for special, consequential or punitive damages arising out of or related to this Contract.

**SECTION 16: TESTING AND OBSERVATION SERVICES:** If OBA is retained by Client to provide a site representative for the purpose of testing or observing specific portions of the work or other field activities as set forth in the proposal, then this section applies. For the specified assignment, OBA will report test results, observations and professional opinions to Client.

The presence of OBA field representatives will be for the purpose of providing field testing and observation. Our work does not include supervision or direction of the actual work of the Contractor, his employees or agents. The Contractor for this project should be so advised. The Contractor should also be informed that neither the presence of our field representative nor the testing and observation by our firm shall excuse him in any way for defects discovered in his work.

The term, "observation", implies that we would observe the progress of the work we have agreed to be involved with and perform tests from which to develop an opinion as to whether the work essentially complies with the job requirements.

With any manufactured product there are statistical variations in its uniformity and the accuracy of tests used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful testing and observation, it cannot be said that all parts of the product comply with the job requirement. Our proposal is for the scope of services requested by our Client. The degree of certainty for compliance with project specifications is much greater with full time observation than it is with intermittent observation.

**SECTION 17: SAMPLES:** OBA will retain all soil and rock samples that are transported to OBA laboratories for 60 days after submission of the report. Further storage or transfer of samples can be made at client expense upon written request.

**SECTION 18: SEVERABILITY:** If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

**SECTION 19: TERMINATION:** This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. Termination due to union work stoppages, picketing or other labor actions shall invoke liquidated damages in the amount of \$5,000 or 25% of our total cost estimate, whichever is greater, to be paid to OBA by the client. In addition, in the event of termination, OBA shall be paid for services performed prior to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of OBA required to complete analyses and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

**SECTION 20: ASSIGNS:** Neither the client nor OBA may delegate, assign, subwrite or transfer its duties or interest in this agreement without the written consent of the other party.

**SECTION 21: PRECEDENCE:** These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding OBA's services.

**SECTION 22: UNIONIZATION/PREVAILING WAGE:** If during the course of this contract, OBA experiences an escalation in technician wage and/or benefit costs as a result of any collective bargaining obligation, then OBA's unit prices will be automatically increased to a level commensurate with the new pay and benefit package and additional charges will be adjusted and billed for all prior services invoiced.

If Client and OBA are unable to agree on compensation to cover our increased costs as a result of unionization, we reserve the right to cancel this contract on three (3) days written notice. Client shall then pay all outstanding invoices and subsequent invoices for work performed, but not invoiced as of the date of cancellation, and Client waives any claim of any kind whatsoever against OBA as a result of cancellation, and releases OBA from any further obligation under this contract.

If the work performed by OBA is subject to prevailing wage criteria that may be imposed by federal or state law, or by union demands, then OBA's unit prices will be automatically increased to a level commensurate with new pay and benefit package and additional charges will be adjusted and billed for all prior services invoiced.



**EXHIBIT C**

**SUBCONSULTANT SERVICES**  
**Huff & Huff, Inc.**





environmental engineers  
and consultants

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

October 8, 2014

Mr. Jesse L. Vuorenmaa, P.E., LEED Green Associate  
TranSystems Corporation  
1475 East Woodfield Road, Suite 600  
Schaumburg, Illinois 60173-5440

**Re: Phase II Services (PESA, PSI, and CCDD)  
Old McHenry Road – Long Grove, Lake County, Illinois  
Proposal No. T14-141PI**

Dear Mr. Vuorenmaa:

Huff & Huff, Inc. (Consultant) is pleased to submit this proposal to TranSystems Corporation (Client) perform Phase II services for the referenced project. This proposal presents our project approach, the scope of services, cost, and schedule for completing the project.

## **1. PROJECT UNDERSTANDING**

This scope of services submitted by Consultant pertains to Phase II services for the proposed Old McHenry Road Reconstruction Project in the Village of Long Grove in Lake County, Illinois. The scope of work includes reconstruction of Old McHenry Road through Long Grove along with the installation of a traffic signal at the Old McHenry Road at Robert Parker Coffin Road intersection. Streetscaping elements will be added within downtown Long Grove, including sidewalks, and a multi-use path will be constructed along the Kildeer-Countryside School. The project will be funded by Lake County Division of Transportation.

Consultant understands that a Special Waste Screening was previously completed by Cardno ENTRIX (dated December 12, 2012) as part of the Phase I study. The Special Waste Screening identified three listed Leaking Underground Storage Tank (LUST) sites, three listed Underground Storage Tank (UST) sites, and one listed Resource Conservation and Recovery Act (RCRA) site within the project limits. Consultant understands that temporary construction easements for re-grading purposes are required from two of the three sites including:

- Site #1 – Kildeer Countryside School (3100 Old McHenry Road Long Grove, IL 60047)
- Site #2 – Grills, Mary, a/k/a Red Oaks Furniture (340 Old McHenry Road Long Grove, IL 60047)

Information contained within the Screening document indicates that both of these sites have received a No Further Remediation (NFR) Letter by the Illinois Environmental Protection Agency (IEPA). However, it should be noted that specific information from the NFR letter is not indicated,

indicated, including potential engineering or institutional controls that may have been a requirement or conditions contained within the NFR letter. This information is typically derived from obtaining copies of the file via Freedom of Information Act (FOIA) request submitted to the IEPA.

Specific tasks being requested of Consultant by Client for the Phase II study include conducting a Preliminary Site Investigation (PSI) and considerations for off-site final disposition of soil spoils at a Clean Construction and Demolition Debris (CCDD) or soil-only facility, including completion of the appropriate LPC-662 and/or LPC-663 Form documentation for inclusion in the bidding documents. It should be noted that Consultant noticed in the Screening document provided; Cardno ENTRIX *recommends that a Preliminary Environmental site Assessment (PESA) be performed should the Old McHenry Road Project be extended into the sites specified.* Consultant understands that a PESA has not yet been completed subsequent to the Screening documentation. In addition, based on the time lapse since completion of the Screening (December 12, 2012), the information within the Screening is construed as out-of-date and would require an update/confirmation of previously identified results.

Therefore, consistent with the results of the Screening and discussion with Client, Consultant recommends completion of a PESA to serve as the basis for determining the final scope of the PSI and CCDD services. For budgetary purposes, Consultant has utilized the findings of the Screening as the basis for the PSI scope and does not anticipate significant changes that would affect the currently identified PSI scope. The scope of services is outlined in Section 2 of this proposal.

Soil samples appropriate for the identified contamination risk from the areas of potential concern will be analyzed for petroleum constituents as appropriate based on location. Analytical results will be reviewed and a report will be prepared summarizing and comparing the results to the Illinois Environmental Protection Agency's Tiered Approach to Corrective Action (TACO) standards and assessing areas requiring special handling or disposal.

In addition, the PSI phase will include collection of soil samples for assessment of appropriate disposal practices and consideration as Clean Construction Demolition Debris (CCDD). Collection of soil samples for landfill permitting is not included as part of this scope as analytical results should remain applicable based on the construction schedule.

## **2. SCOPE OF SERVICES**

H&H will provide the following scope of services for the proposed project:

### **Task 1 – Preliminary Environmental Site Assessment (PESA)**

The process will follow general protocols contained within:

- A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation (IDOT) Highway Projects (Erdmann et al., 2012)
- ASTM International (ASTM) standard 1527-13

- The IDOT's Bureau of Design and Environment (BDE) Procedure Memorandum Number 10-07, *Special Waste Procedures*. This memo was incorporated into Chapter 27-3 of the IDOT BDE Manual in June 2012.
- IDOT Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, July 2013.
- Public Act 96-1416
- Clean Construction or Demolition Debris Fill Operations (CCDD) and Uncontaminated Soil Fill Operations: Amendments to 35 Illinois Administrative Code 1100. Effective on August 27, 2012.

#### **A. Historical Research**

The site's historical land use/ownership record will be developed from standard historical sources. Historic aerial photographs will be reviewed to identify land use over time and potential areas of environmental concern, such as areas of surface disturbance and outside storage.

#### **B. Site Evaluation**

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

#### **C. Records Review**

A records review will be conducted to determine potential environmental concerns within the study area. It will include a search of standard state and federal environmental record databases in accordance with the specifications of ASTM standards. This search is based on the outline of the study area.

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

#### **D. Report Preparation**

One report summarizing the results of the evaluation will be prepared. The following information will be included in this report:

- a) The project location and description
- b) Historical uses of corridor.
- c) The area geology and hydrology.

- d) The environmental status of sites adjacent to the corridor regarding chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, and hazardous waste, and PCBs.
- e) An analysis of the site inspection.
- f) A summary of the findings regarding any environmental concerns. This will include IDOT's per Memo 66-10 and identification of Potentially Impacted Properties (PIPs) per Subpart F, Section 1100, 35 IAC, related to Clean Construction Demolition Debris management.

## **Task 2 – Preliminary Site Investigation (PSI) and CCDD Sampling**

H&H utilized the findings of the Screening previously completed for the project corridor to preliminarily locate up to (four) 4 soil borings along the project corridor to address the sites with identified potential impacts related to the three (3) sites that potentially present RECs to the reconstruction project. The proposed PESA may change this determination, however; since up to four (4) additional borings are also included in this scope for CCDD purposes, any slight changes to the currently proposes scope would still be covered in this proposal.

For budgetary purposes, these borings are planned for advancement to 12 feet deep. However, these depths will be adjusted to be consistent with the proposed plan/profile sheets and consistent with anticipated excavation depths to ensure that the PSI addresses the RECs/PIPs to depths consistent with planned excavation.

Boring locations where petroleum products represent the primary concern, samples will be field screened with a photoionization detector (PID). The sample with the highest PID reading in each boring and considerations for providing depth stipulations associated with vertical extent of impact, if applicable have been included and samples will be analyzed for:

- **Benzene, Toluene, Ethyl benzene, and Xylene (BTEX)** (up to 8 samples) – BTEX are volatile compounds found in gasoline and other petroleum-based products; and
- **Polynuclear Aromatic Compounds (PNAs)** (up to 8 samples) – PNAs are semi-volatile compounds commonly formed during incomplete combustion of organic compounds. PNAs can be formed by the combustion of wood, coal, and petroleum products. They are also found in less refined, nonvolatile petroleum products and can be used to identify potential for diesel or fuel oil contamination in soil.

Other field screening factors such as visual, or proximity to potential sources of known contamination to determine which samples will be analyzed to identify the presence of:

- **Total and SPLP or TCLP RCRA Heavy Metals** (up to 2 samples each method) – Federal environmental regulations identify eight (8) heavy metals as hazardous if present in a *solid waste* at concentrations above varying threshold concentrations. Samples will be analyzed for select RCRA Metals, some of which may require further SPLP or TCLP analysis for consideration as CCDD.

In addition, up to twelve (12) soil samples will be analyzed for pH to evaluate the acidic or alkaline characteristics of a liquid or solid. High concentrations of either acid or alkaline materials introduced into the environment can impair the effected environment. Soil pH is important in the CCDD Maximum Allowable Concentrations (MACs).

As the soils borings are being completed for Lake County DOT within the Village of Long Grove, permitting fees are not included in this cost estimate. However, it is anticipated that right-of-way and/or lane closure permits may be required for conducting soil borings along the roadways. Additionally, traffic control services are anticipated and direct costs for this service has been included. For this task, the scope of work includes time necessary to schedule the project and coordination with the prime consultant, driller, traffic control services, and environmental laboratory.

### **Task 3 – PSI Report Preparation and CCDD Determination**

A report summarizing the results of the soil sample collection activities and analytical results will be prepared. This proposal also includes time for preparing, approving and signing the PE certification needed for CCDD under the new IEPA regulations.

### **Task 4 – Project Management -QA/QC**

Time under this task includes project management and QA/QC time for the above tasks.

## **3. LEVEL OF EFFORT AND SCHEDULE**

The level of effort and project cost is provided in the CECS Form attached to this proposal. Costs will be invoiced as a cost plus fixed fee.

## **4. CONTRACT CONDITIONS**

1. **CONSULTANT'S SERVICES:** The Consultant's (Huff & Huff, Inc.) services shall consist of those tasks described in Section 1.
2. **SCHEDULE:** The Consultant's work under this Agreement shall begin upon receipt of written notice to proceed or a signed copy of this Agreement.
3. **COMPENSATION:** The fee basis for the scope of work, as outlined in Section 3, pertains to the specific scope work outlined in Section 1. This cost estimate is valid for 60 days based upon Consultant's 2014 Fee Schedule.
4. **DIRECTION:** For work performed under this Agreement, Consultant shall take direction from the Client.
5. **CHANGES:** This Agreement may only be changed by written amendment which specifies the terms being revised and which has been signed by both parties hereto.

6. **PROJECT DATA:** The Consultant, in coordination with the Client, shall obtain from the appropriate sources all data and information necessary for the proper and complete execution of the Consultant's services. Consultant shall be entitled to rely on materials and information provided by the Client.

7. **INDEPENDENT CONSULTANT:** The Consultant shall be deemed to be an independent contractor in all its operations and activities hereunder. The employees furnished by Consultant to perform the work shall be deemed to be Consultant employees exclusively, and said employees shall be paid by Consultant for all services in this connection. The Consultant shall be responsible for all obligations and reports covering Social Security, Unemployment Insurance, Worker's Compensation, Income Tax, and other reports and deductions required by an applicable state or Federal law.

8. **RIGHTS OF WORK PRODUCT:** Client shall have unlimited rights in all drawings, designs, specifications, notes, and other work developed in the performance of this contract, including the right to use same on any other work without additional cost to the Client. The Consultant shall not be liable for any use or reuse of the drawings, designs, specifications, notes and other work for use other than intended under the terms of this Agreement.

9. **INDEMNIFICATION:** The Consultant hereby agrees to indemnify and hold harmless the Client and any proper owners whose property it is necessary to access in the performance of this work, against any and all liability, loss, damages, demands, or actions or causes of action, which may result from any damages or injuries sustained by a person or entity in connection with or on account of any negligent act or omission of the Consultant or its employees relating to its obligations pursuant to this Agreement.

10. **TERMINATION:** Client may terminate this Agreement at any time upon ten (10) days written notice for whatsoever reason, provided Client shall pay the Consultant a reasonable fee for work satisfactorily performed prior to the effective date of termination. In no case, however, shall the total amount paid to Consultant exceed the amount set out above.

11. **INSURANCE:** The Consultant shall maintain insurance as set forth in the prime contract, if attached, or as set forth below.

- a. **Worker's Compensation and Employer's Liability Insurance:** Worker's Compensation in compliance with applicable State and Federal laws.
- b. **Comprehensive General Liability Insurance for Bodily Injury and Property Damage** to a combined single limit of \$2,000,000 per occurrence/claim or an umbrella of \$3,000,000.
- c. **Comprehensive Automobile Liability Insurance**, including owned, hired, and non-owned automobiles, for Bodily Injury and Property Damage to a combined single limit of \$1,000,000 per occurrence.
- d. **Professional liability insurance** \$2,000,000 on a claims made basis.

12. **STANDARD OF CARE:** Services performed by the Consultant under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

13. RETENTION OF RECORDS: Consultant shall maintain complete records of all hours billed and direct costs incurred under this Agreement so as to accurately reflect the services performed and basis for compensation and reimbursement under this Agreement.

14. LEGAL: This Agreement shall be construed and interpreted solely in accordance with the laws of the State of Illinois.

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

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

CONSULTANT:  
HUFF & HUFF, INC.

CLIENT:  
TRANSYSTEMS CORPORATION

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

By: Linda L. Huff, P.E.  
\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Typed Name

President  
\_\_\_\_\_  
Officer's Title

\_\_\_\_\_  
Title

October 8, 2014  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



FIRM NAME Huff & Huff, Inc.  
 PRIME/SUPPLEMENT TranSystems

Payroll Escalation Table  
 Fixed Raises

DATE 10/8/2014  
 PTB NO. \_\_\_\_\_  
 OVERHEAD RATE 148.80%  
 COMPLEXITY FACTOR 0  
 % OF RAISE 3.00%

CONTRACT TERM 12 MONTHS  
 START DATE 11/1/2014  
 RAISE DATE 1/1/2015

ESCALATION PER YEAR

11/1/2014 - 1/1/2015	1/2/2015 - 11/1/2015		
2	10		
12	12		

= 16.67%  
 = 1.0250  
 = 85.83%  
 = 2.50%

The total escalation for this project would be:







**Illinois Department  
of Transportation**

**Average Hourly Project Rates**

Route Old McHenry Rd  
 Section Route 53 to Twin Knolls Drive  
 County Lake  
 Job No. \_\_\_\_\_  
 PTB/Item \_\_\_\_\_

Consultant Huff & Huff, Inc.

Date 10/8/2014

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			PESA			PSI and CCDD Sampling			PSI Report / CCDD Form			PM and QA/QC			Hours	% Part.	Wgtd Avg
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Principal	69.39	4	3.74%	2.59	1	2.22%	1.54				1	2.86%	1.98	2	33.33%	23.13			
Senior Project Manager	59.25	0																	
Senior Transp. Planner	40.77	0																	
Senior Engineer III		0																	
Senior Engineer II	38.21	0																	
Senior Engineer I	38.09	0																	
Senior Scientist IV	49.45	0																	
Senior Scientist III	38.10	0																	
Senior Scientist II	30.52	0																	
Senior Scientist I		0																	
Senior Geologist I	36.33	13	12.15%	4.41	3	6.67%	2.42	3	14.29%	5.19	3	8.57%	3.11	4	66.67%	24.22			
Transportation Planner		0																	
Project Engineer II	35.79	0																	
Project Engineer I	28.45	74	69.16%	19.68	32	71.11%	20.23	18	85.71%	24.39	24	68.57%	19.51						
Project Scientist I	21.54	0																	
Project Geologist I	20.62	0																	
Staff Planner	30.14	0																	
Senior CADD I	39.57	2	1.87%	0.74	1	2.22%	0.88				1	2.86%	1.13						
CADD II	28.95	9	8.41%	2.43	5	11.11%	3.22				4	11.43%	3.31						
CADD I	17.96	0																	
Admin. Manager I	34.73	1	0.93%	0.32	1	2.22%	0.77												
Administrative IV	23.78	4	3.74%	0.89	2	4.44%	1.06				2	5.71%	1.36						
Administrative III		0																	
Administrative II	21.12	0																	
Administrative I		0																	
Interns	15.38	0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
<b>TOTALS</b>		107	100%	\$31.07	45	100%	\$30.12	21	100%	\$29.58	35	100%	\$30.41	6	100%	\$47.35	0	0%	\$0.00

**HUFF & HUFF, INC.**  
**SUMMARY OF INHOUSE DIRECT COSTS**

Project: TS - Old McHenry Rd PESA PSI CCDD

**DIRECT**

**Task 1 - PESA**

Trips - Company	60 miles	x	1	x	\$	0.56	=	\$	33.60	
Tolls			6	x	\$	1.00	=	\$	6.00	
Reproduction	3 sets	x	150	x	\$	0.03	=	\$	13.50	
Color copies	3 sets	x	15	x	\$	0.11	=	\$	4.95	
			0	x	\$	-	=	\$	-	
									<b>Task Total</b>	<b>\$ 58.05</b>

**Task 2 - PSI and CCDD Sampling**

Trips - Company	60 miles	x	2	x	\$	0.56	=	\$	67.20	
Tolls			12	x	\$	1.00	=	\$	12.00	
			0	x	\$	-	=	\$	-	
									<b>Task Total</b>	<b>\$ 79.20</b>

**Task 3 - PSI Report and CCDD Form**

Reproduction	3 sets	x	150	x	\$	0.03	=	\$	13.50	
Color copies	3 sets	x	15	x	\$	0.11	=	\$	4.95	
			0	x	\$	-	=	\$	-	
									<b>Task Total</b>	<b>\$ 18.45</b>

**Task 4 - PM and QA/QC**

Reproduction	2 sets	x	50	x	\$	0.03	=	\$	3.00	
			0	x	\$	-	=	\$	-	
									<b>Task Total</b>	<b>\$ 3.00</b>

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**GRAND TOTAL**      **\$ 158.70**

**HUFF & HUFF, INC.**  
**SUMMARY OF OUTSIDE DIRECT COSTS**  
 Project: TS - Old McHenry Rd PESA PSI CCDD

**OUTSIDE**

**Task 1 - PESA**

Maps/Aerials	1 x	\$	90.00	=	\$	90.00
Federal Express	1 x	\$	20.00	=	\$	20.00
Records Search	1 x	\$	250.00	=	\$	250.00
			<b>Task Total</b>		<b>\$</b>	<b>360.00</b>

**Task 2 - PSI and CCDD Sampling**

Analytical						
PNA	8 x	\$	105.00	=	\$	840.00
Metals Total	2 x	\$	85.00	=	\$	170.00
Metals TCLP/SPLP	2 x	\$	165.00	=	\$	330.00
BTEX	8 x	\$	65.00	=	\$	520.00
BTEX 5035 kits	8 x	\$	12.00	=	\$	96.00
pH	12 x	\$	24.00	=	\$	288.00
			<b>Task Total</b>		<b>\$</b>	<b>2,244.00</b>

**Task 3 - PSI Report and CCDD Form**

Federal Express	1 x	\$	20.00	=	\$	20.00
			<b>Task Total</b>		<b>\$</b>	<b>20.00</b>

**Task 4 - PM and QA/QC**

			<b>Task Total</b>		<b>\$</b>	<b>-</b>
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**GRAND TOTAL      \$    2,624.00**

**HUFF & HUFF, INC.**  
**SUMMARY OF SERVICES BY OTHERS**  
Project: TS - Old McHenry Rd PESA PSI CCDD

**OUTSIDE**

**Task 1 - PESA**

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<b>Task Total</b>	<b>\$</b>	<b>-</b>
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**Task 2 - PSI and CCDD Sampling**

Driller (DAY)	1 x	\$ 2,200.00	=	\$	2,200.00
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<u>Traffic Control (DAY)</u>	1 x	\$ 2,200.00	=	\$	2,200.00
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<b>Task Total</b>	<b>\$</b>	<b>4,400.00</b>
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**Task 3 - PSI Report and CCDD Form**

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<b>Task Total</b>	<b>\$</b>	<b>-</b>
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**Task 4 - PM and QA/QC**

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<b>Task Total</b>	<b>\$</b>	<b>-</b>
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<b>GRAND TOTAL</b>	<b>\$</b>	<b>4,400.00</b>
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**EXHIBIT C**

**SUBCONSULTANT SERVICES  
Jorgensen & Associates, Inc.**





**JORGENSEN & ASSOCIATES, INC.**  
**CONSTRUCTION and LAND SURVEYORS**

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Est. 1990

October 1, 2014

Mr. Jesse L. Vuorenmaa, P.E.  
TranSystems Corporation  
1475 East Woodfield Road  
Suite 600  
Schaumburg, Illinois 60173-5440

Re: Village of Long Grove - Old McHenry Road at Robert Parker Coffin Road Survey  
Proposal

Dear Mr. Vuorenmaa:

Enclosed, please find our proposal to prepare an additional 13 parcels to a statutory plat of highways and legal descriptions for the referenced project.

I would like to thank you for considering Jorgensen & Associates for this project. We look forward to continuing our working relationship with your firm. Should you have any questions, comments or require any further information concerning our proposal, please feel free to call me at (847)356-3371.

Respectfully submitted,  
Jorgensen & Associates, Inc.

Christian H. Jorgensen, P.L.S.  
President

CHJ/pt

Enclosures

E:\TranSystem\Old McHenry Rd.\Additional\LTR

**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME Jorgensen & Associates, Inc.  
PRIME/SUPPLEMENT Prime

DATE 10/01/14  
PTB NO. \_\_\_\_\_

CONTRACT TERM 12 MONTHS  
START DATE 12/1/2014  
RAISE DATE 6/1/2015

OVERHEAD RATE 146.16%  
COMPLEXITY FACTOR \_\_\_\_\_  
% OF RAISE 3.00%

**ESCALATION PER YEAR**

12/1/2014 - 6/1/2015

6/2/2015 - 12/1/2015

$\frac{6}{12}$

$\frac{6}{12}$

= 50.00%  
= 1.0150

51.50%

**The total escalation for this project would be:**

1.50%





### AVERAGE HOURLY PROJECT RATES

FIRM Jorgensen & Associates, Inc.  
 PSB \_\_\_\_\_  
 PRIME/SUPPLEMENT Prime

DATE 10/01/14

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			(1) Pre-Survey			(2) Survey Reconnaissan			(3) Project Survey Plan			(4) First Submittal Plat of			(5) Survey (Field)		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal/Officer	44.00	2	0.29%	0.13															
Supervisor, P.L.S.	41.00	150	21.90%	8.98									23	14.84%	6.08				
Survey Party Chief, S	24.00	172	25.11%	6.03				24	50.00%	12.00							148	50.00%	12.00
Instrument Operator	19.50	172	25.11%	4.90				24	50.00%	9.75							148	50.00%	9.75
Cadd Supervisor	29.25	183	26.72%	7.81	5	62.50%	18.28				4	100.00%	29.25	132	85.16%	24.91			
Administrative Assist	19.25	6	0.88%	0.17	3	37.50%	7.22												
		0																	
		0																	
		0																	
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<b>TOTALS</b>		685	100%	\$28.01	8	100.00%	\$25.50	48	100%	\$21.75	4	100%	\$29.25	155	100%	\$30.99	296	100%	\$21.75



Route: Old McHenry Road  
 Section: @ Robert Parker Coffin Road  
 County: Lake  
 Job No.:

**Manhour Breakdown  
 Land Acquisition Estimate**

Length of Project

Archer Road	=	$\pm$	513'	=	$\pm$ 0.097 mile
Old McHenry Road	=	$\pm$	1,490'	=	$\pm$ 0.282 mile
Robert Parker Coffin Rd.	=	<u>+</u>	<u>300'</u>	=	<u>+ 0.057 mile</u>
 Total Length	 =	 $\pm$	 2,303'	 =	 $\pm$ 0.436 mile

13 Parcels: 2 Fee Simple & Temporary Easement, and 11 Temporary Easement Only

1.	Pre-Survey Phase		
	Research available records		
	a. Title Co.	)	
		)	
	b. Recorder's Office	)	
		)	
	c. I.D.O.T.	)	5 MH
		)	
	d. Utilities	)	
		)	
	e. Private Surveyors	)	
		)	
	f. Land Owners	)	<u>3 MH</u>
		Sub-total Item # 1	8 MH
2.	Reconnaissance Survey	2 Men	48 MH

3.	Project Survey Plan		
a.	Alignment info	)	
		)	
b.	Existing R.O.W. info	)	
		)	
c.	Land line data	)	
		)	
d.	Subdivision data	)	<u>4 MH</u>
		Sub-total Item #3	4 MH
4.	First Submittal Plat of Highways & Descriptions		
a.	Ownership info	)	
		)	
b.	Total holding boundaries	)	
		)	
c.	Total holding area listing	)	8 MH
		)	
d.	Private survey info	)	
		)	
e.	Deed calculated closures	)	
		)	
f.	Layout and drafting	± 6 sheets	
	108 hours x 1 man =		108 MH
	Index sheet		
	4 hours x 1 man =		4 MH
	Total Holding sheets	5 sheets	
	15 hours x 1 man =		15 MH
	Alignment & Tie sheets	2 sheets	
	5 hours x 1 man =		5 MH
g.	Legal descriptions	15 descriptions	<u>15 MH</u>
		Sub-total Item #4	155 MH

5.	Survey (Field)		
a.	Measure existing R.O.W. & property lines 70 hours x 2 men =		140 MH
b.	Monument center line alignments & recovery ties		
	Old McHenry Road            6 hrs. x 2 men =		12 MH
	Robert Parker Coffin Rd.    6 hrs. x 2 men =		12 MH
	Archer Road                    8 hrs. x 2 men =		16 MH
c.	Monument & tie proposed R.O.W. 5 hours x 2 men =		10 MH
d.	Appraisal topography 53 hours x 2 men =		<u>106 MH</u>
		Sub-total Item #5	296 MH
6.	Survey (Office)		
a.	Compute traverse 12 hours x 1 man =		12 MH
b.	Compute existing R.O.W. & property boundaries 69 hours x 1 man =		69 MH
c.	Compile appraisal topography 13 hours x 1 man =		13 MH
d.	Compute center line alignments 3 hours x 1 man =		3 MH
e.	Compute proposed R.O.W. & easement lines 7 hours x 1 man =		<u>7 MH</u>
		Sub-total Item #6	104 MH

7.	Final Submittal Plat of Highways & Descriptions	
a.	Final drafting ± 14 sheets 10 hours x 1 man =	10 MH
b.	Final descriptions 15 descriptions	2 MH
c.	Assembly of final papers	<u>3 MH</u>
	Sub-total Item #7	15 MH
8.	Coordination Meetings	
	1 meeting @ 2 hours =	2 MH
9.	QC/QA	
a.	Check preliminary plats 14 sheets	40 MH
b.	Check preliminary legal descriptions 15 legal descriptions	5 MH
c.	Check final plats 14 sheets	6 MH
c.	Check final legal descriptions 15 legal descriptions	<u>2 MH</u>
	Total All Items	685 MH

(4)

Route: Old McHenry Road  
Section: @ Robert Parker Coffin Road  
County: Lake  
Job No.:

**Breakdown of  
In House Direct Costs**

Item

1. Pre-Survey Phase

a. Trips to Recorder's Office – 1 ea. ± 30 miles/trip x 1 trip = ± 30 miles ± 30 miles @ \$0.55/mile =	\$ 16.50
b. Miscellaneous Records from Recorder's Office	<u>\$ 65.00</u>
Sub-total Item #1	\$ 81.50

2. Survey Reconnaissance

a. Trips to project site - 3 ea. ± 50 miles/trip x 3 trips = ± 150 miles ± 150 miles @ \$0.55/mile =	\$ 82.50
--	----------

4. First Submittal Plat of Highways & Descriptions

a. Plat of Highways Mylars 14 sheets @ \$5.00/sheet =	\$ 70.00
--	----------

5. Survey (Field)

a. Trips to project site – 18 ea. ± 50 miles/trip x 18 trips = ± 900 miles ± 900 miles @ \$0.55/mile =	\$ 495.00
--	-----------

7. Final Submittal Plat of Highways & Descriptions

a. Deliver Final Papers to Lake County D.O.T.

± 30 miles/trip x 1 trip = ± 30 miles

± 30 miles @ \$0.55/mile =

\$ 16.50

8. Coordination Meetings

a. Meetings at TranSystems' office – 1 ea.

± 60 miles/trip x 1 trip = ± 60 miles

± 60 miles @ \$0.55/mile =

\$ 33.00

Total All Items

\$ 778.50

Route: Old McHenry Road  
Section: @ Robert Parker Coffin Road  
County: Lake  
Job No.:

**Breakdown of  
Services By Others**

Item

1. Pre-Survey Phase

a. Commitment for Title Insurance Letters 13 Letters @ \$380.00 each =	\$ 4,940.00
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**EXHIBIT C**

**SUBCONSULTANT SERVICES  
Mathewson Right of Way Company**



**AGREEMENT FOR  
RIGHT OF WAY CONSULTING SERVICES**

**Lake County / TranSystems  
Old McHenry Road**

AGREEMENT between Mathewson Right of Way Company (MROWCO) whose address is 30 North LaSalle Street, Suite 2400, Chicago, Illinois 60602 and TranSystems Corporation (TRANSYSTEMS), whose address is 1475 East Woodfield Road, Suite 600, Schaumburg, Illinois 60173.

MROWCO shall provide to TRANSYSTEMS, on behalf of Lake County (COUNTY), consulting services for the acquisition of right of way for the Old McHenry Road (PROJECT).

The PROJECT shall consist of the acquisition of approximately 17 parcels.

MROWCO shall perform the following services:

1. Later Date Title Commitment
2. Appraisal
3. Appraisal Review
4. Negotiation
5. Closing Fee
6. Direct Costs

All of the above are described as specified in Exhibit A: Scope of Services attached hereto.

TRANSYSTEMS shall compensate MROWCO for the services provided on behalf of the COUNTY under this AGREEMENT as provided in Exhibit B: Compensation attached hereto. The total amount of compensation authorized by this agreement is not to exceed \$158,100.00.

Exhibit C: Terms and Conditions is attached hereto and made a part hereof.

Submitted this 7th day of August, 2014.

Accepted this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**Mathewson Right of Way Company**

**TranSystems Corporation**

By:   
\_\_\_\_\_  
Mark D. Mathewson  
President

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

## **EXHIBIT A: SCOPE OF SERVICES**

MROWCO agrees to perform, at the direction of TRANSYSTEMS, the following services:

1. Later Date Title Commitment
2. Appraisal
3. Appraisal Review
4. Negotiation
5. Closing Fee
6. Direct Costs

All services called for in this AGREEMENT will be conducted by an individual or individuals whose qualifications have been approved by the Illinois Department of Transportation, when applicable.

All services within the scope of this AGREEMENT shall be performed, where applicable, in accordance with the Land Acquisition Policies and Procedures Manual, hereinafter referred to as the LAPPM.

### **APPRAISALS**

Determinations of fair market value performed by the Appraiser shall be in accordance with the LAPPM.

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

Valuations shall be prepared as outlined in the LAPPM. The format to be used shall be one of the following types as described in the LAPPM:

- Non-Complex Appraisal Report
- Complex Appraisal Report

The Appraiser is to determine which type of appraisal format should be used for each parcel and obtain the COUNTY'S concurrence. MROWCO shall provide a copy of an appraisal of each parcel together with Improvement Disposition Values form to be submitted to the COUNTY for approval.

Property needed shall be acquired by fee simple, dedication, permanent easement, temporary use permit, or temporary easement as determined and shown on the right of way plan furnished by the COUNTY.

It may be necessary for a completed appraisal to be updated for condemnation purposes or revised due to a change in the ROW plat or due to new information provided by the COUNTY. These updates or revisions will be assigned to the Appraiser in a separate work order as the need

arises. An Appraiser's revision of the appraisal due to the Review Appraiser's comments or corrections does not constitute an update or revision that would necessitate a separate work order.

On parcels that require the acquisition of a residence, it may be necessary for the Appraiser to perform an additional analysis to determine an allocated value for the residence and home site as separate from the whole parcel to be acquired. This would be needed for relocation purposes and is not to be included in the appraisal report. The cost for the additional appraisal analysis will be established in the work order for that appraisal.

The Appraiser shall prepare a comparable sales brochure in accordance with the LAPPM for each project and as directed by the COUNTY.

The Appraiser shall prepare grids that compare comparable sales to the subject parcel, where appropriate.

The Appraiser shall include land and improvement allocations in the comparable sales data section of all appraisals.

The Non-Complex Appraisal Report and Complex Appraisal Report, and an updated or revised appraisal report, shall be deemed complete when an acceptable appraisal report is submitted by MROWCO and approved by the COUNTY.

Appearances in court and/or pretrial conferences, which include depositions and preparation time for depositions and court, may be required for the appraisal services requested herein. The time spent at such appearance or appearances shall be made upon request of the COUNTY or its trial counsel and shall be paid for as specified in Exhibit B.

Appraiser may be asked to perform a Cost Analysis for budgetary purposes.

Appraiser may be asked to provide a Comparable Sales Book as an on-going assignment independent of individual appraisals.

MROWCO staff may assist in the preparation of appraisal work.

## **REVIEW APPRAISALS**

All appraisals must be reviewed and certified by a Review Appraiser. Appraisal reviews performed by the Review Appraiser must be in accordance with the LAPPM. It is the Review Appraiser's responsibility to ensure that all items affecting the value of the property have been considered in the appraisal. A study of the comparable sales brochure is considered as part of the appraisal review.

The Review Appraiser must complete an Appraisal Review Certification for all appraisal reviews.

It may be necessary for a completed appraisal review to be updated due to a change in the ROW plat or due to new information provided by the COUNTY. These updates or revisions will be assigned to MROWCO in a separate work order as the need arises. A Review Appraiser's second or other subsequent review of an appraisal, rewritten by the appraiser due to the Review Appraiser's comments or corrections, does not constitute an update or revision to the appraisal review that would necessitate a separate work order.

The Appraisal Review for the Non-Complex Appraisal Report and Complex Appraisal Report, and an updated or revised appraisal review, shall be deemed complete when an acceptable Appraisal Review is submitted by MROWCO and approved by the COUNTY.

Appearances in court and/or pretrial conferences, which include depositions, may be required for the review appraisal services requested herein. The time spent at such appearance or appearances shall be made upon request of the COUNTY or its trial counsel and shall be paid for as specified in Exhibit B.

The Review Appraiser may be asked to perform a Cost Analysis for budgetary purposes.

The Review Appraiser may be asked to review a Comparable Sales Book as an on-going assignment independent of individual appraisals.

MROWCO staff may assist in the preparation of review appraisal work.

## **NEGOTIATIONS**

The Negotiator is responsible for all land acquisition negotiations conducted under this AGREEMENT. Negotiations shall be in accordance with the LAPPM. The negotiator shall:

- Be the COUNTY's representative to the property owner.
- Work with the Project Manager to receive and understand the scope of work for each work order and the associated deadlines/time frames involved.
- Establish schedules for each activity and report the progress to the Project Manager to assure a quality product.
- Assure that the deadlines assigned are met.
- Maintain channels of communication.
- Provide a quality product.

Before the initiation of negotiations for each parcel, the COUNTY must approve the amount of just compensation. The Negotiator shall fully document on an ongoing basis all efforts made to acquire the parcel in the Negotiator's Report. Said report shall be available to the COUNTY as reasonably requested

The Negotiator may recommend administrative settlements as outlined in the LAPPM. Administrative settlements will be determined by the COUNTY on an individual parcel basis.

In the event MROWCO, after having made every reasonable effort to negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, MROWCO shall prepare and submit a written report summarizing the progress of negotiations to date together with a copy of MROWCO'S Negotiator's Report completed to date with the names and addresses of all interested parties. MROWCO'S written report shall also include its recommendation for further procedure towards acquiring the parcel. The COUNTY may elect to prepare and forward a Final Offer letter (with copy to MROWCO) to the owner of the parcel and thereafter refer the matter to the State's Attorney's Office to proceed with preparation of a condemnation petition. In any case, the COUNTY reserves the right to require MROWCO to make additional negotiation contacts with the parcel owner up until the actual date of filing a petition to condemn the parcel.

The negotiation for a parcel will be deemed complete when all required documents necessary to obtain title approval are submitted and approved by the COUNTY. If a negotiated settlement cannot be reached, the negotiation for a parcel will be deemed complete when the documentation for eminent domain action is submitted and approved by the COUNTY, and the complaint is filed.

If requested to do so, MROWCO shall provide title review and an attorney's approval letter provided by Mathewson Wishnoff & Taylor, P.C. for no additional cost.

Each Updated Negotiation or Revised Negotiation shall be paid for at the per parcel fee as specified in Exhibit B. An updated negotiation or revised negotiation is defined as additional negotiation work requested by the COUNTY due to new parcel information supplied by the COUNTY to MROWCO after first contact with the property owner. New parcel information could include, but is not limited to, significant changes in the area of the acquisition; updated (and modified) appraisal amounts that require revised negotiation documents; updated (and modified) title information that requires negotiations with additional property owner(s). Any additional work required to obtain title approval does not constitute an update or revision that would necessitate a separate work order.

Where the acquisition of a parcel involves the displacement of an owner or tenant occupant from a residence or any personal property thereof, MROWCO shall coordinate the offering of relocation assistance any payments to each displaced owner-occupant simultaneously with initiation of negotiations and to each displaced tenant-occupant within seven (7) days following initiation of negotiations for the parcel.

Appearances in court and/or pretrial conferences, which include depositions, may be required for the negotiation services requested herein. The time spent at such appearance or appearances shall be made upon request of the COUNTY or its trial counsel and shall be paid for as specified in Exhibit B.

## **CLOSINGS**

MROWCO shall attend or otherwise supervise the actual closing of each acquired parcel. It is anticipated that most closings will not require an escrow transaction but it is understood that certain acquisitions are best facilitated through an escrow closing.

Compensation for Closings shall be paid for as specified in Exhibit B.

**EXHIBIT B: COMPENSATION**

The services to be provided by MROWCO under this agreement shall be assigned and compensated as provided in the table below.

<u>Service</u>	<u>Amount</u>
Appraisals	\$3,000.00
Appraisal Review	\$1,500.00
Negotiations	\$3,500.00
Closing Fee	\$500.00
Direct Expenses	\$800.00
Total per parcel	<u>\$9,300.00</u>

The sum total of all services shall not exceed \$158,100.00.

MROWCO shall advance funds to cover direct expenses related to the project. These expenses shall include but not be limited to, title company expenses for title research, title commitments, title later dates, title insurance fees, document copy fees, recording fees, partial release fees, land trustee fees, escrow fees, shipping and the like. TRANSYSTEMS shall reimburse MROWCO for the actual cost of the direct expenses.

The fees for services shall include all transportation, food, lodging, telephone, or any other operating expenses incurred by MROWCO in the performance thereof.

## **EXHIBIT C: TERMS AND CONDITIONS**

### **1. Parcels**

The COUNTY shall provide MROWCO with relevant plats of highways, legal descriptions and construction plans for each parcel to be acquired. Each parcel shall consist of one or more basic parcels of land required as right of way for highway purposes to be acquired in fee simple title, and such other easements (temporary or permanent) for uses incidental to construction of the highway but which are not considered as part of the highway right of way, all of which are under the same ownership involving a complete contiguous parcel.

### **2. Termination**

TRANSYSTEMS may terminate this AGREEMENT at any time and for any cause by a notice in writing to MROWCO. In the event of such termination, payment will be made to MROWCO for any completed services. Services in the process of completion shall be compensated for on an equitable basis and all incomplete parcel data collected in connection with them shall be turned over and become the property of the COUNTY; provided, however, this AGREEMENT be terminated solely because the progress or quality of work is unsatisfactory as determined by TRANSYSTEMS accepting this AGREEMENT, then no payment will be made or demanded by MROWCO for any services which have not been completed and delivered to the COUNTY prior to the date of said termination.

### **3. Project Materials**

- a. It is understood and agreed that the COUNTY shall be considered the sole owner of all plats, legal descriptions, ownership and occupancy records, forms of deeds and easements, title reports, and any and all other material furnished, prepared or obtained by MROWCO during the course of providing its services for the parcel and shall be maintained in a separate parcel file for the parcel assigned. MROWCO will provide a copy of the original file of the parcel during the course of the project to COUNTY. MROWCO will provide a timely update of all documents that pertain to the parcel during the course of the project. Upon completion of the project the original file will be delivered to COUNTY. Upon termination of this AGREEMENT for any cause or upon completion of the acquisition of the parcel or upon request of COUNTY when acquisition is determined to be by Eminent Domain proceedings, MROWCO's parcel file shall be delivered to the COUNTY. MROWCO'S parcel files shall be available for inspection or review of its contents by COUNTY, Illinois Department of Transportation or Federal Highway Administration personnel at any time.
- b. Electronic copies shall be provided unless county requests to the contrary.

### **4. Records Preservation**

MROWCO shall maintain, for a minimum of five years after the completion of the AGREEMENT, adequate books, records, and supporting documents to verify the amount, recipients, and uses of all disbursements of funds passing in conjunction with the AGREEMENT; the AGREEMENT and all books, records, and supporting documents related to the AGREEMENT shall be available for review and audit by the COUNTY Auditor; and the MROWCO agrees to cooperate fully with any audit conducted by the Auditor 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 COUNTY for the recovery of any funds paid by the COUNTY under the AGREEMENT for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

## 5. Consultant Certifications and Representations

- a. MROWCO certifies that MROWCO has read the certifications and assurances described in this AGREEMENT and in the Standard Provisions, and certifies that Mark D. Mathewson's signature on the AGREEMENT constitutes an endorsement and execution of each certification and assurance as though each were individually signed, and made on behalf of the contracting entity and its officers and each individual authorized to do work for the COUNTY under this AGREEMENT.
- b. MROWCO under penalties of perjury, certifies that 20-3870734 is its correct Federal Taxpayer Identification number. It is doing business as a Corporation.
- c. MROWCO certifies that it is not in default on an educational loan.
- d. MROWCO certifies that it is not barred from bidding on State of Illinois AGREEMENTs because of violations of State law regarding bid rigging or rotating. 720 ILCS 5/33E-3, 33E-4.
- e. MROWCO certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this AGREEMENT, or if a corporation, partnership, or other entity with 25 or more employees, have completed and signed a "DRUG-FREE WORKPLACE CERTIFICATION."
- f. MROWCO, under penalty or perjury under the laws of the United States, certifies that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds:
  - i. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  - ii. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

- iii. does not have a proposed debarment pending; and
  - iv. has not been indicted, convicted, or the subject of a civil judgment by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.
- g. MROWCO certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois nor has MROWCO made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of this company been so convicted nor made such an admission.
- h. MROWCO is hereby notified that the COUNTY, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and Title 49, Code of Federal Regulations, Part 21, issued pursuant to such Act, will affirmatively insure that any AGREEMENT entered into pursuant to this AGREEMENT will be awarded without discrimination on the grounds of race, color, or national origin.
- i. MROWCO warrants and represents that it is fully qualified to provide the services hereunder provided for in this Agreement.

## 6. Disclosures

- a. MROWCO hereby certifies that if any conflict of interest arises, in any of the parcels subsequently assigned to it, it will immediately, within 5 business days of receipt, inform the COUNTY accepting this AGREEMENT and return all material furnished to him for reassignment to others.
- b. It is understood and agreed that Appendices A and B shall be a part of this AGREEMENT and MROWCO agrees to be bound by the terms and provisions contained herein.
- c. MROWCO warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for it, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the AGREEMENT. For breach or violation of this warranty, the COUNTY shall have the right to annul this AGREEMENT without liability.

## 7. Indemnity

MROWCO will indemnify and hold harmless the COUNTY from all claims and liability due to activities of himself, its agents, and its employees and will comply with all Federal, State, and local laws and ordinances.

## 8. **Insurance**

MROWCO shall obtain Commercial General Liability in a broad form, to include but not be limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed Operations, Personal Injury, Professional Liability\* and contractual Liability; limits of liability not less than: \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than: \$1,000,000.00 per occurrence, combined single limit for Bodily Injury and Property Damage Liability. Workers' Compensation Insurance will cover all employees that meet statutory limit in compliance with applicable state and federal laws. The coverage must also include employer's liability with minimum limits of \$100,000.00 for each incident.

TRANSYSTEMS shall be provided with Certificates of Insurance evidencing the above required insurance prior to the commencement of services and thereafter with the certificates evidencing renewals or changes to said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. TRANSYSTEMS shall be named as additional insured on all liability policies, and MROWCO acknowledges that any insurance maintained by TRANSYSTEMS shall apply in excess of, and not contribute to, insurance provided by MROWCO. The contractual liability arising out of the AGREEMENT shall be acknowledged on the Certificate of Insurance by the insurance company.

TRANSYSTEMS shall be provided with thirty (30) day prior notice, in writing, of Notice of Cancellation or material change and said notification requirements shall be stated on the Certificate of Insurance.

\* Professional Liability coverage shall be provided via Mathewson, Wishnoff & Taylor, P.C.

## 9. **Breach**

Nothing herein shall be construed as prohibiting the parties to the AGREEMENT from pursuing any other remedies available to the parties for such breach or threatened breach, including recovery of damages from the parties. This provision shall survive any termination of this AGREEMENT.

## 10. **Governing Law**

Terms of this AGREEMENT will be governed by Illinois law.

## 11. **Transferability**

MROWCO agrees that this AGREEMENT or any part thereof will not be sublet or transferred without the written consent of the COUNTY accepting this AGREEMENT.

## **12. Execution of AGREEMENT**

In the event this AGREEMENT is executed, it shall constitute a contract as of the date it is approved by TRANSYSTEMS or its authorized representative and shall be binding on MROWCO, its executors, administrators, successors or assigns, as may be applicable.