


Municipality	L O C A L A G E N C Y	 Illinois Department of Transportation	C O N S U L T A N T	Name Alfred Benesch & Company, Inc.
Township				Address 205 N. Michigan Avenue Suite 2400
County Lake County – Division of Transportation		Preliminary Engineering Services Agreement For Non-Motor Fuel Tax Funds		City Chicago
Section 10-00279-01-CH				State Illinois

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, under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Illinois Route 59 at Grand Avenue

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

Termini IL 59 from north of Devlin Rd. to approximately 760 north of Grand Avenue. Grand Ave. from Rushmore Rd. to proposed relocated Washington Ave. Relocated Washington Ave. from IL 59 to existing Washington Ave.

Description: Improvement of the existing intersection of Grand Ave. at IL 59 with turn lanes and traffic signals. Relocation of Washington Ave. to intersection IL 59 at proposed signalized intersection. Improvement of IL 59 to include center median/left-turn lane from proposed Washington Ave. intersection to Devlin Rd.

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. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA.
 - 3. To attend conferences at any reasonable time when requested to do so by representatives of the LA.
 - 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 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 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 as provided on the attached Cost Estimate of Consultant Services (CECS). 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 copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

The Total Not-to-Exceed Contract Amount shall be \$739,049.

- 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.

By Mutual agreement, partial payments, 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 151.68 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, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 151.68 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.

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 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.
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:

By

Lake County

Clerk

(Seal)

County of Lake

(County)

of the

State of Illinois, acting by and through its

County Board

By

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:

By

Title

Engineering Firm

Street Address

City, State

By

Title

SCOPE OF SERVICES

Phase II Engineering for Grand Avenue at IL Route 59 Intersection Improvement

Lake County Section: 10-00279-01-CH

The scope of work for this project includes Phase II engineering services for the design of the intersection improvements at Grand Avenue and Illinois Route 59 in the Village of Fox Lake, IL. This also includes the relocation of the south leg of Washington Avenue that will result in a new signalized intersection at IL Route 59. The following tasks are included to complete this work.

1.0 Project Coordination

This task includes coordination with various entities to complete the project. This includes coordination with Lake County DOT, IDOT, Village of Fox Lake, and Lake County SMC.

2.0 Cost Management

This task will include the preparation of cost estimates for the improvements at the preliminary, pre-final and final phases of the project. These will be developed utilizing a compilation of recent bid prices for typical items of similar quantities, and customized estimates for unique items prepared by analyzing the labor and materials required to complete the work and then applying appropriate industry costs. Division of costs by funding type (State, County, Municipal, etc.) is included in this task.

This task also includes preparation of CMAQ grant applications.

3.0 Civil Plans

All plans for the subject project will be prepared using English units. Plans will be prepared in accordance with chapters 63-66 of the Bureau of Design and Environment Manual. The project will be let by IDOT (Federal Funds). The tasks comprising the scope of work are detailed below

3.1 Roadway Plans

This portion of the Phase II task will include the extensive task of preparation of roadway plans. The following process will be utilized to complete this task:

1. Cover Sheet

The standard IDOT Title Sheet will be utilized.

2. Notes/Index/Standards

- A list of commitments from Phase I will be included.
- An index of sheets will be included
- A list of current IDOT and Village of Fox Lake standards pertinent to the subject project will be included in the plans.

3. Summary of Quantities

- Hours for preparing the Summary of Quantity sheets will consist of formatting the summary of quantity tables and inputting the required information. Appropriate funding columns shall be shown on the Summary of Quantity sheets and quantities shall be calculated accordingly.
- Hours for calculating the quantities will be included in the hours for the preparation of the respective plan sheets on which the items appear.
- Benesch will coordinate with IDOT to obtain the proper construction type fund coding.

4. Schedules of Quantities

- Schedule of Quantities will be prepared in a tabular format for all quantities.
- Hours for preparing Schedule of Quantity sheets will consist of formatting the schedules and inputting the required information.
- Hours for calculating the quantities will be included in the hours for the preparation of the respective plan sheets on which the items appear.
- A bituminous mixture chart and QC/QA schedule for bituminous materials will be included with the Schedules of Quantities.

5. Typical Sections

- A legend will be provided on all sheets. Pay items will be called out exactly as they appear on the Summary of Quantity sheets.
- The typical sections will be proportioned in such a manner that all information will be adequately conveyed.
- Pavement design information will be provided on all sheets.
- Pavement design will be prepared and submitted to the appropriate agency for approval
- Separate existing and proposed typical sections will be prepared.
- Existing Typical Sections will cover the entire length of the proposed improvement and will be determined based on the various pavement structures.
- Removal items will be cross hatched on the existing typical sections.
- Proposed Typical Sections (as presented in plan sheets) will cover the entire length of the proposed improvement for the construction and will be provided based on the following conditions: superelevation, where the roadway transitions from a curbed section to a non-curbed section and vice versa, changes to the pavement structure, changes to pavement width, cross section changes and side slope variations.
- Notes will be utilized where feasible to describe special cases and therefore limit the number of typical sections required.
- Details will be provided for a segmental block retaining wall.

6. Alignment and Ties

- A scale of 1"=250' will be utilized in order to fit the entire project on one sheet.
- Schematic drawings for all of the reference ties will be shown together on a separate sheet.
- Curve data and the survey marker schedule will be shown together on a separate sheet.

7. Plan and Profile Sheets

The plans will be assembled under the following general assumptions:

- Two window view: existing plan/proposed plan, existing profile/proposed profile.
- Vertical and horizontal curve data, including superelevation rates and transitions, will be shown on the plans.
- Horizontal scale: 1"=20', Vertical scale: 1"=10' (with 1/10 grid)
- Utility lines will not be shown (see drainage and utility plans)
- Benchmarks will be depicted and detailed on the plan sheets.
- Items which are repeated on multiple pages will be shown in a tabular format within the Schedule of Quantities.
- Roadway removal items (including tree removal) will be shown on the Removal sheets.

Hours to prepare the plan and profile sheets will also include the following:

- Quantity take offs.
- Clear zone and barrier warrant analyses.

8. Intersection Details/Elevations/Geometrics

- 1"=20' Scale
- Intersection Details will include ADA details for each ramp.

9. Removal Plans

- These will be prepared as separate sheets at 1"=20' Scale

10. Driveway Details

- 1"=10' Scale for each impacted driveway.
- These will include ADA details where applicable

11. Cross Sections

- Horizontal scale: 1"=10', Vertical scale: 1"=5' (with 1/10 grid)
- Cross Sections will be provided at 50' intervals along the length of the project, including all driveways and side roads as necessary.
- Cross Sections will be provided at every culvert crossing.
- Existing and proposed right of way will be shown.
- Profile grade line, edge of pavement and ditch elevations will be depicted.
- Cut and fill areas will be labeled on each cross section per stage of construction.
- Locations of unsuitable materials to be removed will be indicated.
- Temporary widening and temporary cut and fill areas will be shown.
- The proposed drainage system and existing utility lines will be shown and labeled.
- Cross Sections will show the grading required for the multi-use path.
- Earth excavation and embankment must be calculated and paid for in accordance with the new methods outlined in the IDOT Standard Specifications. A 15% shrinkage factor is utilized in District One.

Hours to prepare Cross Sections will also include earthwork quantity take offs.

12. Special Provisions

- The Standard Specifications for Road and Bridge Construction in Illinois, IDOT Recurring Special Provisions and IDOT District Ones Special Provisions will form the basis of the Special Provisions to be prepared for the project.
- The County and Village will supply Benesch with any special provisions related to landscaping, erosion control, traffic signals, etc., specific to Lake County and the Village of Fox Lake items as required.
- Benesch will prepare additional special provisions as necessary.

3.2 Drainage and Utility Plans

This portion of the Phase II task will include the preparation of drainage and utility plans. The following process will be utilized to complete this task:

General Assumptions:

- The Plan and Profile base sheets will be utilized as the basis of the drainage sheets.
- Drainage and Utility sheets will depict and annotate drainage removal/adjustment items and the proposed drainage system in the existing and proposed plan views respectively. In profile, the proposed drainage system will be depicted and annotated.
- Utility lines and structures will be shown.
- Drainage structure and storm sewer schedules will be shown on the same sheet.
- All drainage and utility lines and structure removals will be shown and noted.

Hours to prepare the Drainage and Utility sheets will also include quantity take-offs.

Drainage Calculations:

The IDOT Drainage Manual and Lake County Watershed Development Ordinance will be consulted to determine approved drainage software packages and methods for hydraulic calculations.

The following drainage calculations will be required to design and analyze the proposed drainage system:

- Inlet Spacing
- Storm Sewer Design
- Ditch Analysis
- Culvert Analysis
- Detention Calculations

Utility Coordination:

- Potholing and utility location

- Correspondence with impacted utility companies
- Coordination meetings for required facility relocation
- Permit submittal review

3.3 Permitting, Erosion Control and Sediment Plans

Erosion control and sediment plans will be prepared in accordance with the following:

- 1"=50' Scale plans for each stage of construction.
- The Maintenance of Traffic base sheets will be utilized as the basis of the Erosion Control plans since erosion control must be shown for each major construction stage.
- Text describing the erosion control measures to be implemented at each stage of construction will also be included.
- During the development of the staging for the project, consideration will be given to IEPA requirements regarding disturbed area and discharge testing requirements during construction. Options will be presented to the county for review and decisions will be documented.
- Hours to prepare the erosion control plans will also include quantity take offs.

This task will also include the preparation of a joint permit application for the required U.S. Army Corps of Engineers permit that is required for the project. This work includes preparing the Stormwater Pollution and Prevention Plan (SWPP).

3.4 Staging and Traffic Control

- Measures that are required to maintain drainage during construction will be evaluated.
- Access to active properties will be maintained during construction.
- MOT will be demonstrated at a 1"=20' scale
- A separate sheet for staging notes, general notes and the legend will be included and placed on all sheets as applicable.
- Temporary roadway plan and profile sheets will be detailed within the Maintenance of Traffic plans.
- Construction guide signing will be depicted on the Maintenance of Traffic plans in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).
- Temporary lighting is not included in this scope of work.
- Benesch will develop special provisions for MOT as required.
- Benesch will be responsible for obtaining District One standard details pertaining to Maintenance of Traffic and incorporating the standards into the plan set.

Estimate of Time

BDE 220A will be utilized to prepare the estimate of construction time.

3.5 Pavement Marking and Signing Plans

- Scale 1" = 50'
- Pavement marking shall be detailed and called out on the plans.
- Signage will also be detailed.

The quantities for the items under this task will be tallied and added to the Schedule of Quantities.

3.6 Traffic Signal, Intersection Lighting and ITS Plans

Benesch will develop temporary and permanent traffic signal plans for the following intersections:

- Illinois Route 59 and Grand Avenue
- Illinois Route 59 and Washington Avenue

Benesch will also develop permanent interconnect plans to maintain interconnect along IL Route 59 and Grand Avenue.

Benesch will provide plans for intersection lighting at the following locations:

- Illinois Route 59 and Grand Avenue
- Illinois Route 59 and Washington Avenue

This work will include calculations of lighting levels to determine the number and type of fixtures to be utilized.

4.0 Landscaping Plans

- 1"=50' Scale.
- Landscaping slated for removal during construction will be shown for restoration in these sheets.

5.0 Public Involvement:

This scope of work involves continuing to communicate with the stakeholders who have supported the project as well as coordination meetings with the Village of Fox Lake, local fire and rescue agencies and the school district.

6.0 Submittals (plans, specifications and estimates):

The scope of work consists of efforts to assemble and package the plans, specifications and estimate of costs for the defined submittals to the County, Village of Fox Lake, utility companies, and to IDOT. The following submittals are anticipated:

- Preliminary (60%)
- Pre-Final (90%)
- Final (100%)

This scope of work covers the final submittal requirements in both hard and electronic formats. The electronic bid package will be prepared in accordance with the LCDOT guideline.

7.0 Quality Assurance/Quality Control

The development of a Quality Management Plan (QMP) is included with the proposed administration scope. Also included is the effort to implement the plan during the Phase II schedule. Quality Assurance at Benesch involves a commitment to provide the County with a project that satisfies your needs. Included in this broad goal of satisfaction are:

- timely coordination with LCDOT;
- development of cost-effective solutions;
- documentation of key decisions; and
- adherence to schedule.

Benesch's Quality Management Plan (QMP) procedures are compatible with the County's QA/QC program. This process is initiated with the development of the work plan that is used as the basis for the QMP. The QMP will define the procedures used to control and insure the quality of the preliminary engineering. The draft QMP will be submitted after notice to proceed and the Final QMP incorporating comments by the County; will be submitted within two weeks of receipt of comments. The QMP will address the following:

- management responsibility;
- design standards and documents;
- document control;
- process control;
- review of preliminary engineering; and quality records; and
- audit procedures.

A key element to the successful implementation of the QMP is the active preparation of the Quality Management Team (QMT). The QMT is composed of senior members of the project team's staff who are not directly responsible for production of the project. The QMT will meet with the project manager and the project design team at an initial start-up meeting, during which the key technical issues are discussed and the production schedule is established.

Throughout the duration of this project, the lead member of the QMT will meet with the project manager monthly to review:

- the key decisions made since the last meeting;
- project staffing issues;
- the schedule of the work; and
- any changes in the scope of work that impact on previous technical decisions.

Through this active participation, the QMT will assure that the QMP is followed.

The third major function of the QMT is to perform an independent review of all plans prior to submittal. The purpose of this review is to look for inconsistencies in the information presented and to spot check design details for constructability problems.

8.0 Project Administration

Administration consists of the following project management responsibilities to ensure a quality product on schedule and within budget:

- MS Project Plan including baseline and critical path shown,
- invoicing (Progress Report BDE 430)
- staffing resource management
- internal project team meetings
- preparation of the Project Management Plan which includes the Quality Management Plan

- preparation and distribution of correspondence, meeting minutes, records of conversation and all other project documentation necessary to track and document the project decisions

Benesch will prepare progress reports and invoices on a four-week cycle. These progress reports and invoices will be issued using IDOT BDE 430 form. The percent complete shown on the form shall be in agreement with MS Project percent complete reported on a monthly basis.

Benesch will prepare the design project schedule in MS Project format, including a breakdown of the major tasks depicting the project's key milestones and deliverables for Phase II. The schedule will be updated monthly and at a minimum, will include:

- milestones of key decisions
- submittals of project documents for County review and IDOT review
- receipt of review comments
- submittals of documents for permit review
- progress meetings
- agency review meetings

9.0 Survey

This work will be performed in accordance with LCDOT survey procedures. The scope of this work specifically includes the following:

- Pick-Up additional topography as needed
- Centerline and ROW Staking
- Creation of Plat of Highways which includes section corner field search, section corner research/drafting, search for back of property corners, computations and legal, property pick up survey, check existing ROW, stake new ROW, and drafting of Plat of Highways.

10.0 Land Acquisition Support Services

Cost of Land Acquisition Support Services will be included as a direct cost to the project.

11.0 PESA Update, CCDD Testing, Supplemental Soil Borings

To meet IDOT and IEPA requirements, an update of the PESA will be conducted. Clean construction demolition debris (CCDD) testing and executed 622/663 forms will be provided. This work will be conducted by Huff & Huff, Inc. and coordinated by Benesch.

This task also including performing four additional soil borings (includes ATV equipment and limited clearing for access) to assist in refining the geotechnical requirements. This work will be performed by Rubino Engineering, Inc. and coordinated by Benesch.

**Lake County Division of Transportation - Grand Avenue at IL Route 59
Phase II Scope of Work & Estimate of Staff-hours**

ITEM			TOTALS
1.0 PROJECT COORDINATION			120
2.0 COST MANAGEMENT			56
3.0 CIVIL PLANS			2663
	3.1 ROADWAY PLANS	791	
	3.2 DRAINAGE AND UTILITY PLANS	480	
	3.3 EROSION CONTROL AND SEDIMENT PLANS	300	
	3.4 STAGING AND TRAFFIC CONTROL	512	
	3.5 PAVEMENT MARKING AND SIGNING PLANS	128	
	3.6 TRAFFIC SIGNALS, LIGHTING AND ITS PLANS	452	
4.0 LANDSCAPING PLANS			192
5.0 PUBLIC INVOLVEMENT			48
6.0 SUBMITTALS			224
7.0 QUALITY ASSURANCE			136
8.0 ADMINISTRATION			88
9.0 SURVEY			431
10.0 LAND ACQUISITION SERVICES			0
11.0 PESA/ CCDD/ GEOTECHNICAL			16
			3974

COST ESTIMATE OF CONSULTANT SERVICES

Sheet: 1 of 4

Project: IL 59 & Grand Avenue Phase II Engineering

Section: 10-00279-01-CH

Firm: ALFRED BENESCH & COMPANY

Date: September 7, 2016

County: Lake

Overhead Rate: 151.68

Complexity Factor: 0

Job No.: _____

Estimate Prepared By: _____ State _____ Firm X

Item	Number of Staff hours (A)	Estimated Cost In Dollars									Percent Of Grand Total (I)
		Adjusted Hourly Rate (A1)	Payroll (B)	Overhead Fringe Benefits (C)	Eligible Direct Costs (D)	Subtotal (E)	Profit (F)	Ineligible Direct Costs (D1)	Services By Others* (G)	Total (H)	
PROJECT TASKS											
1.0 Project Coordination	120	\$42	\$5,006	\$7,594	\$540	\$13,140	\$1,905	\$0		\$15,046	2.0
2.0 Cost Management	56	\$42	\$2,337	\$3,545	\$0	\$5,883	\$853	\$0		\$6,736	0.9
3.0 Civil Plans	2,663	\$40	\$106,669	\$161,795	\$21,200	\$289,664	\$42,001	\$0	\$33,916	\$365,581	49.5
4.0 Landscaping Plans	192	\$40	\$7,775	\$11,793	\$0	\$19,568	\$2,837	\$0		\$22,405	3.0
5.0 Public Involvement	48	\$43	\$2,050	\$3,109	\$1,835	\$6,994	\$1,014	\$0		\$8,008	1.1
6.0 Submittals	224	\$40	\$9,038	\$13,708	\$0	\$22,746	\$3,298	\$0		\$26,044	3.5
7.0 Quality Assurance	136	\$45	\$6,106	\$9,261	\$0	\$15,367	\$2,228	\$0		\$17,595	2.4
8.0 Administration	88	\$47	\$4,136	\$6,274	\$0	\$10,410	\$1,509	\$0		\$11,920	1.6
9.0 Survey	431	\$42	\$17,925	\$27,189	\$990	\$46,104	\$6,685	\$350		\$53,139	7.2
10.0 Land Acquisition (18 parcels)									\$198,990	\$198,990	26.9
11.0 PESA, CCDD and Geotechnical	16	\$41	\$661	\$1,003	\$0	\$1,663	\$241	\$0	\$11,680	\$13,584	1.8
Sub-totals	3,974		\$161,703	\$245,271	\$24,565	\$431,540	\$62,573	\$350	\$244,586	\$739,049	100.0

* See attached sheets for Cost Estimate of Sub-consultant Services

AVERAGE HOURLY PROJECT RATES

Project: IL 59 & Grand Avenue Phase II Engineering

Section: 10-00279-01-CH

County: Lake

Job No.: _____

Firm: ALFRED BENESCH & COMPANY

Date: September 7, 2016

Sheet: 2 of 4

PAYROLL CLASSIFICATION	AVERAGE HOURLY RATES (2016)	1.0 Project Coordination			2.0 Cost Management			3.0 Civil Plans		
		HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
SR. PROJECT MANAGER	\$69.56	2	5.00	\$3.48	0	0.00	\$0.00	53	2.00	1.39
PROJECT MANAGER I	\$53.14	30	25.00	\$13.29	11	20.00	10.63	213	8.00	4.25
SR. PROJECT ENGINEER	\$51.77	12	10.00	\$5.18	6	10.00	5.18	266	10.00	5.18
PROJECT ENGINEER II	\$41.88	12	10.00	\$4.19	6	10.00	4.19	266	10.00	4.19
PROJECT ENGINEER I	\$36.27	12	10.00	\$3.63	28	50.00	18.14	266	10.00	3.63
SR. DESIGNER	\$41.42		0.00	\$0.00	0	0.00	0.00	399	15.00	6.21
DESIGNER II	\$34.70	12	10.00	\$3.47	0	0.00	0.00	533	20.00	6.94
SR. TECHNICAL SPECIALIST	\$48.49		0.00	\$0.00	0	0.00	0.00	0		0.00
SR. TECHNOLOGIST	\$37.37	12	10.00	\$3.74	0	0.00	0.00	399	15.00	5.61
TECHNOLOGIST SPECIALIST I	\$29.93		0.00	\$0.00	6	10.00	2.99	0	0.00	0.00
PROJECT ASSISTANT I	\$20.71	24	20.00	\$4.14	0	0.00	0.00	266	10.00	2.07
SR. SURVEYOR	\$46.14									
SR. PARTY CHIEF	\$39.14									
Sub-Totals		120	100.00	41.10	56	100.00	41.12	2,663	100.00	39.46
WGTD RATE WITH ESCALATION*	1.50%			\$41.72			\$41.74			\$40.06

AVERAGE HOURLY PROJECT RATES

Project: IL 59 & Grand Avenue Phase II Engineering

Section: 10-00279-01-CH

County: Lake

Job No.: _____

Firm: ALFRED BENESCH & COMPANY

Date: September 7, 2016

Sheet: 3 of 4

PAYROLL CLASSIFICATION	AVERAGE HOURLY RATES* (2016)	4.0 Landscaping Plans			5.0 Public Involvement			6.0 Submittals		
		HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
SR. PROJECT MANAGER	\$69.56	10	5.00	\$3.48	5	10.00	\$6.96	4	2.00	1.39
PROJECT MANAGER I	\$53.14	10	5.00	\$2.66	5	10.00	5.31	29	13.00	6.91
SR. PROJECT ENGINEER	\$51.77	0	0.00	\$0.00	5	10.00	5.18	0	0.00	0.00
PROJECT ENGINEER II	\$41.88	19	10.00	\$4.19	0	0.00	0.00	0	0.00	0.00
PROJECT ENGINEER I	\$36.27	19	10.00	\$3.63	0	0.00	0.00	0	0.00	0.00
SR. DESIGNER	\$41.42	29	15.00	\$6.21	5	10.00	4.14	90	40.00	16.57
DESIGNER II	\$34.70	19	10.00	\$3.47	5	10.00	3.47	22	10.00	3.47
SR. TECHNICAL SPECIALIST	\$48.49	19	10.00	\$4.85	5	10.00	4.85	0	0.00	0.00
SR. TECHNOLOGIST	\$37.37	48	25.00	\$9.34	7	15.00	5.61	56	25.00	9.34
TECHNOLOGIST SPECIALIST I	\$29.93	0	0.00	\$0.00	7	15.00	4.49	0	0.00	0.00
PROJECT ASSISTANT I	\$20.71	19	10.00	\$2.07	5	10.00	2.07	22	10.00	2.07
SR. SURVEYOR	\$46.30									
SR. PARTY CHIEF	\$39.20									
Sub-Totals		192	100.00	39.90	48	100.00	42.07	224	100.00	39.75
WGTD RATE WITH ESCALATION*	1.50%			\$40.49			\$42.71			\$40.35

AVERAGE HOURLY PROJECT RATES

Project: IL 59 & Grand Avenue Phase II Engineering

Section: 10-00279-01-CH

County: Lake

Job No.: _____

Firm: ALFRED BENESCH & COMPANY

Date: September 7, 2016

Sheet: 4 of 4

PAYROLL CLASSIFICATION	AVERAGE HOURLY RATES* (2016)	7.0 Quality Assurance			8.0 Administration			9.0 Survey			11.0 PESA/CCDD/Geotech		
		HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
SR. PROJECT MANAGER	\$69.56	14	10.00	\$6.96	9	10.00	6.956	0	0.00	\$0.00	1	5.00	\$3.48
PROJECT MANAGER I	\$53.14	14	10.00	\$5.31	26	30.00	15.942	0	0.00	0.00	3	20.00	10.63
SR. PROJECT ENGINEER	\$51.77	27	20.00	\$10.35	9	10.00	\$5.18	0	0.00	0.00	0	0.00	0.00
PROJECT ENGINEER II	\$41.88	34	25.00	\$10.47	0	0.00	\$0.00	0	0.00	0.00	0	0.00	0.00
PROJECT ENGINEER I	\$36.27	34	25.00	\$9.07	0	0.00	\$0.00	0	0.00	0.00	12	75.00	27.20
SR. DESIGNER	\$41.42	0	0.00	\$0.00	26	30.00	\$12.43	0	0.00	0.00	0	0.00	0.00
DESIGNER II	\$34.70	0	0.00	\$0.00	0	0.00	\$0.00	0	0.00	0.00	0	0.00	0.00
SR. TECHNICAL SPECIALIST	\$48.49	0	0.00	\$0.00	0	0.00	\$0.00	0	0.00	0.00	0	0.00	0.00
SR. TECHNOLOGIST	\$37.37	0	0.00	\$0.00	9	10.00	\$3.74	0	0.00	0.00	0	0.00	0.00
TECHNOLOGIST SPECIALIST I	\$29.93	0	0.00	\$0.00	0	0.00	\$0.00	0	0.00	0.00	0	0.00	0.00
PROJECT ASSISTANT I	\$20.71	14	10.00	\$2.07	9	10.00	\$2.07	0	0.00	0.00	0	0.00	0.00
SURVEYOR	\$46.30							108	25.00	11.58	0	0.00	0.00
SR. PARTY CHIEF	\$39.20							323	75.00	29.40	0	0.00	0.00
Sub-Totals		136	100.00	44.23	88	100.00	46.31	431	100.00	40.98	16	100.00	41.31
WGTD RATE WITH ESCALATION*	1.50%			\$44.90			\$47.00			\$41.59			\$41.93



A Subsidiary of GZA



GEOTECHNICAL

ENVIRONMENTAL

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WATER

CONSTRUCTION
MANAGEMENT

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August 5, 2016

Michael P. Magnuson, PE, PTOE, AVS
Senior Project Manager | Director of Value Engineering
Alfred Benesch & Company
205 North Michigan Avenue, Suite 2400
Chicago, Illinois 60601

Re: Phase I Environmental Services
IL 59 & Grand - Village of Fox Lake, Lake County, Illinois
Proposal No.: 81.PT00071.17

Dear Mr. Magnuson:

Huff & Huff, Inc., a subsidiary of GZA GeoEnvironmental, Inc. (Consultant) is pleased to submit this scope to Civiltech Engineering, Inc. (Client) to provide Phase I environmental services in conjunction with the proposed improvements for the IL 59 and Grand Avenue project in the Village of Fox Lake, Lake County, Illinois. This submittal presents our qualifications, project understanding, and scope of services for completing the project.

1. PROJECT UNDERSTANDING

The Village of Fox Lake is proposing completion of Phase I Study for the proposed intersection improvements and we understand the improvements will be funded through the Surface Transportation Program (STP) involving federal funding and therefore will involve approvals from the Lake County Division of Transportation and the Illinois Department of Transportation (IDOT). Consultant understands that the project area includes areas of Route 59 which is under IDOT jurisdiction. It is anticipated that IDOT will facilitate the PESA and PSI activities within the IDOT ROW and are not included for completion by H&H. The remaining project area includes Grand Avenue from the Rt 59 intersection approximately 1,000 feet west to Rushmore Road; Washington Street from the Rt 59 intersection approximately 1,000 feet south; and the area of rerouted Washington Street from existing Washington Street west to Rt 59 (including a 100 foot portion of Grand Community High School parking lot.

Specifically, Consultant has included scope for services including a Preliminary Environmental Site Assessment (PESA) Update and a completion of Form 663 to address concerns for soils management (Clean Construction and Demolition Debris). The CCDD forms will incorporate findings of the PESA Update and PSI. Note that PSI activities are addressed in the previously approved work for the project.

2. SCOPE OF SERVICES

Task 1 – Preliminary Environmental Site Assessment (PESA) Update

The previously completed PESA, dated August 2014, will be updated to assess the current site conditions. As the previous PESA included areas under IDOT jurisdiction, the update will include figures depicting the revised project area as well as a listing of sites considered to be Potentially Impacted Properties (PIPs).



The PESA Update will include a new database search and include a site visit to assess current conditions. For identifying new PIPs or confirming previously identified PIPs, the PESA Update 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 IDOTs 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 review of the previously completed PESA.

B. Site Evaluation

Current environmental features and conditions of sites adjacent to the right-of-way/project area (local, non-IDOT jurisdiction) 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 letter report summarizing the results of the evaluation will be prepared. The summary will reference the previous PESA and identify PIPs. Figures identifying the revised project area and will be included in the letter report.

Task 2 – Clean Construction Demolition Debris (CCDD) Documentation

The soil sample results from the PSI (completed under separate scope) will be compared to the Maximum Allowable Concentrations (MACs) associated with CCDD facility acceptance, including the soil pH range of 6.25 to 9.0. If results achieve the MAC values, Consultant will prepare the LPC-663 document that will be signed/stamped by the Consultant. Based on current information on the project area it is anticipated that one LPC-663 will be prepared with exclusion areas highlighted.



Any locations that do not achieve the MACs (including soil pH range) will be identified as exclusion zones, not acceptable for CCDD facility disposal.

Task 3 – QA/QC

Time under this task includes QA/QC time for the reports as described above.

Task 4 – Project Management

Time under this task includes project administration and management activities that include cost and schedule tracking, coordination with Client on authorized activities, memo production and other in-house management activities.

3. PROJECT SCHEDULE AND COSTS

PESA Update work will commence within 10 business days of project approval, with a target completion date of five weeks from the date of approval. The completion of the CCDD information will occur within two weeks of issuance of the PSI. Proposed costs are presented on the attached spreadsheets in cost plus fixed fee (CPFF) format.

4. TERMS AND CONDITIONS

CONDITIONS OF ENGAGEMENT

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

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to H&H. Issuance of a Purchase Order implicitly acknowledges acceptance of this proposal. This proposal is valid for a period of 30 days from the date of issue.

We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (630) 684-9100 with any questions.

Very truly yours,

Huff & Huff, Inc.

Jeremy J. Reynolds, P.G.

Associate Principal

Attachments: Terms and Conditions



This Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of _____.

By: _____ Title: _____

Printed/Typed Name: _____ Date: _____

The Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail delivery of a document in “.pdf” format, each such signature shall create a valid and binding obligation of the party executing the document, or on whose behalf each document is executed, with the same force and effect as if each such facsimile or “.pdf” signature were an original thereof.

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

© 2016 by Huff & Huff, Inc., a Subsidiary of GZA GeoEnvironmental, Inc.

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

Before signing the Proposal, be sure you read and understand the paragraphs entitled "Indemnification" and "Limitation of REMEDIES" which deal with the allocation of risk between you and H&H.

1. **Services.** H&H will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in H&H's costs will be the subject of a negotiated amendment or change order.
2. **Standard of Care; Warranties.**
 - a. H&H will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality.
 - b. H&H warrants that its construction services will be of good quality, free of faults and defects and in conformance with the Proposal.
 - c. **EXCEPT AS SET FORTH IN SUBSECTIONS 2a AND 2b, ABOVE, NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY H&H’S PROPOSAL OR BY ANY OF H&H’S ORAL OR WRITTEN REPORTS.**
 - d. H&H assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.
3. **Payment.**
 - a. Except as otherwise stated in the Proposal, you will compensate H&H for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a



communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.

- b. Any retainer specified in H&H's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
- c. H&H will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. H&H may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse H&H's costs of collecting overdue invoices, including reasonable attorneys' fees.

4. Your Responsibilities.

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

5. Right of Entry; Site Restoration. You grant H&H and its subcontractor(s) permission to enter the Site to perform the services. If you do not own the Site, you represent and warrant that the owner has granted permission for H&H to enter the Site and perform the services; you will provide reasonable verification on request; and you will indemnify H&H for any claims by the Site owner related to alleged trespass by H&H or its subcontractors. H&H will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site that may occur and you agree to compensate H&H for any restoration it is asked to perform, unless otherwise indicated in the Proposal.

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

- (i) that are not correctly shown on any plans and information you or governmental authorities provide to H&H; or
- (ii) that are not correctly marked by the appropriate utility.



7. **Reliance.** The services, information, and other data furnished by you shall be at your expense, and H&H may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by H&H is directly related to the accuracy and completeness of the information and data that you furnish to H&H. **H&H's REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO H&H.**
8. **Lab Tests and Samples.** H&H is entitled to rely on the results of laboratory tests using generally accepted methodologies. H&H may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate H&H for storage and/or shipping beyond 30 days.
9. **H&H Professionals.** H&H employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists collectively referred to in this section as "H&H Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of H&H or other contractor/consultant(s), which audit may require additional services, even though H&H and such H&H Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate H&H for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.
10. **Hazardous Materials; H&H "Not a Generator".** Before any hazardous or contaminated materials are removed from the Site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. H&H will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the Site. H&H will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. H&H will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold H&H harmless for any costs or liability incurred by H&H in defense of or in payment for any legal actions in which it is alleged that H&H is the owner, generator, treater, storer or disposer of hazardous waste.
11. **Limits on H&H's Responsibility.** H&H will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. H&H will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall H&H's professional activities nor the presence of H&H or its employees and subcontractors be construed to imply that H&H has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by H&H of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.
12. **Changed Conditions.**
 - a. You recognize the uncertainties related to environmental and geotechnical services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.



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

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

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

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

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

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

18. Limitation of Remedies.

- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by H&H under this Agreement.



- b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
- c. Any claim will be deemed waived unless received by H&H within one year of substantial completion of the services.
- d. H&H will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary, or multiple damages.
- e. H&H will not be liable to you or the Site owner for injuries or deaths suffered by H&H's or its subcontractors' employees.
- f. You will look solely to H&H for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any H&H principal, officer, employee or agent.

19. Disputes.

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

20. Miscellaneous.

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

PAYROLL ESCALATION TABLE FIXED RAISES

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

DATE 8/5/2016
PTB NO. IL 59 & Grand

CONTRACT TERM 6 MONTHS
START DATE 8/15/2016
RAISE DATE 2/15/2017

OVERHEAD RATE 171.26%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

8/15/2016 - 2/14/2017
6
6

= 100.00%
= 1.0000

The total escalation for this project would be:

0.00%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

Huff & Huff, Inc.
Benesch
IL 59 & Grand

DATE

8/5/2016

ESCALATION FACTOR 0.00%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal	\$70.00	\$70.00
Senior Geotechnical Cons.	\$58.08	\$58.08
Senior Consultant	\$57.95	\$57.95
Senior Geologist PM	\$48.62	\$48.62
Geologist PM	\$30.64	\$30.64
Senior Engineering PM	\$46.41	\$46.41
Engineering PM	\$38.32	\$38.32
Assistant PM Engineer II	\$37.08	\$37.08
Assistant PM Engineer I	\$31.66	\$31.66
Engineer 1	\$29.56	\$29.56
Senior Scientist PM	\$40.01	\$40.01
Scientist PM I	\$39.82	\$39.82
Assistant PM Scientist	\$25.51	\$25.51
Senior Technical Scientist	\$34.00	\$34.00
Environmental Scientist E1	\$23.74	\$23.74
Senior Planning PM	\$45.04	\$45.04
Planning PM	\$32.64	\$32.64
Senior Technical Specialist	\$42.88	\$42.88
Senior CADD Specialist	\$31.20	\$31.20
Administrative Managers	\$37.12	\$37.12
Sr. Administrative Assistant	\$25.88	\$25.88
Administrative Assistant	\$21.16	\$21.16
Senior PM II (on call)	\$57.69	\$57.69
Senior PM I (on call)	\$38.89	\$38.89
Engineering Intern	\$18.00	\$18.00
Intern	\$15.50	\$15.50

Subconsultants

FIRM NAME Huff & Huff, Inc.
 PRIME/SUPPLEMENT Benesch
 PSB NO. IL 59 & Grand

DATE 8/5/2016

NAME	Direct Labor Total	Contribution to Prime Consultant
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
Total	0.00	0.00

**COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES**

Huff & Huff, Inc.

Rt 59 & Grand, Fox Lake

Benesch

1.7126

0

8/5/2016

[illegible]

DBE 0.00%

AVERAGE HOURLY PROJECT RATES

FIRM Huff & Huff, Inc.
PSB IL 59 & Grand
PRIME/SUPPLEMENT Benesch

DATE 8/5/2016

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			PESA Update			CCDD			QA/QC			Project Management					
		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	70.00	3	7.32%	5.12	1	3.85%	2.69	1	12.50%	8.75	1	20.00%	14.00						
Senior Geotechnical Cons.	58.08	0																	
Senior Consultant	57.95	4	9.76%	5.65							4	80.00%	46.36						
Senior Geologist PM	48.62	0																	
Geologist PM	30.64	0																	
Senior Engineering PM	46.41	0																	
Engineering PM	38.32	0																	
Assistant PM Engineer II	37.08	0																	
Assistant PM Engineer I	31.66	22	53.66%	16.99	18	69.23%	21.92	4	50.00%	15.83									
Engineer 1	29.56	0																	
Senior Scientist PM	40.01	5	12.20%	4.88	1	3.85%	1.54	2	25.00%	10.00				2	100.00%	40.01			
Scientist PM I	39.82	0																	
Assistant PM Scientist	25.51	0																	
Senior Technical Scientist	34.00	0																	
Environmental Scientist E1	23.74	0																	
Senior Planning PM	45.04	0																	
Planning PM	32.64	0																	
Senior Technical Specialist	42.88	2	4.88%	2.09	2	7.69%	3.30												
Senior CADD Specialist	31.20	2	4.88%	1.52	2	7.69%	2.40												
Administrative Managers	37.12	0																	
Sr. Administrative Assistant	25.88	3	7.32%	1.89	2	7.69%	1.99	1	12.50%	3.24									
Administrative Assistant	21.16	0																	
Senior PM II (on call)	57.69	0																	
Senior PM I (on call)	38.89	0																	
Engineering Intern	18.00	0																	
Intern	15.50	0																	
		0																	
TOTALS		41	100%	\$38.15	26	100.00%	\$33.84	8	100%	\$37.82	5	100%	\$60.36	2	100%	\$40.01	0	0%	\$0.00

HUFF & HUFF, INC.

SUMMARY OF INHOUSE DIRECT COSTS

Project: IL 59 & Grand Fox Lake

										<u>DIRECT</u>
<i>Task 1 - PESA Update</i>										
Trips - Company	55 miles	x	2	x	\$	0.54	=	\$	59.40	
Tolls			4	x	\$	1.50	=	\$	6.00	
Reproduction	3 sets	x	300	x	\$	0.03	=	\$	27.00	
Color copies	3 sets	x	15	x	\$	0.11	=	\$	4.95	
Photo sheets	3 sets	x	8	x	\$	0.22	=	\$	5.28	
CAD Plots			2	x	\$	1.85	=	\$	3.70	
			0	x	\$	-	=	\$	-	
<hr/>									Task Total	\$ 106.33
<i>Task 2 - CCDD</i>										
Reproduction	3 sets	x	350	x	\$	0.03	=	\$	31.50	
Color copies	3 sets	x	15	x	\$	0.11	=	\$	4.95	
Photo sheets	3 sets	x	8	x	\$	0.22	=	\$	5.28	
			0	x	\$	-	=	\$	-	
<hr/>									Task Total	\$ 41.73
<i>Task 3 - QA/QC</i>										
<hr/>									Task Total	\$ -
<i>Task 4 - Project Management</i>										
<hr/>									Task Total	\$ -
<hr/>										
									GRAND TOTAL	\$ 148.06

HUFF & HUFF, INC.
SUMMARY OF OUTSIDE DIRECT COSTS

Project: IL 59 & Grand Fox Lake

					<u>OUTSIDE</u>
<i>Task 1 - PESA Update</i>					
Federal Express	1	x	\$	20.00	= \$ 20.00
Records Search	1	x	\$	200.00	= \$ 200.00
	0	x	\$	-	= \$ -
				Task Total	\$ 220.00
<i>Task 2 - CCDD</i>					
Federal Express	1	x	\$	20.00	= \$ 20.00
	0	x	\$	-	= \$ -
				Task Total	\$ 20.00
<i>Task 3 - QA/QC</i>					
				Task Total	\$ -
<i>Task 4 - Project Management</i>					
				Task Total	\$ -
<hr/>					
				GRAND TOTAL	\$ 240.00

HUFF & HUFF, INC.
SUMMARY OF SERVICES BY OTHERS
Project: IL 59 & Grand Fox Lake

				<u>OUTSIDE</u>
<i>Task 1 - PESA Update</i>				
<hr/>	0 x	\$ -	=	\$ -
		Task Total		\$ -
<i>Task 2 - CCDD</i>				
<hr/>	0 x	\$ -	=	\$ -
		Task Total		\$ -
<i>Task 3 - QA/QC</i>				
<hr/>	0 x	\$ -	=	\$ -
		Task Total		\$ -
<i>Task 4 - Project Management</i>				
<hr/>	0 x	\$ -	=	\$ -
		Task Total		\$ -
<hr/>				
		GRAND TOTAL		\$ -



SENT VIA ELECTRONIC MAIL

August 25, 2016

Ashley Fowler, PE
Alfred Benesch
205 N. Michigan Ave.,
Suite 2400
Chicago, IL. 60601

RE: SUE LEVEL A SUPPORT INTERSECTION IMPROVEMENTS – #216165
Utility Conflicts in Fox Lake, IL.

Dear Ms. Fowler:

American Surveying & Engineering, P.C. (ASE) offers to perform the following professional SUE Level A services in support of Alfred Benesch's Engineering Design for the intersection of IL Rte. 59 and Grand Ave., and Washington Street in The Village of Fox Lake.

Services to be performed:

ASE will perform Subsurface Utility Engineering (SUE) Level A Test Hole (TH) services at designated locations. SUE Level B Designation will be performed in support of the Level A work to confirm the presence and approximate location of the utility to be excavated.

Location and Estimated Number of Test Holes:

These services will be provided at Client designated locations shown on the attached exhibit. Utility exposures are anticipated at 11 locations with 11 test holes. For purposes of this proposal, we are estimated a maximum depth of 6 feet for all utilities. If actual field conditions indicate otherwise, then ASE will temporarily suspend operations and request direction from the Client on how to proceed.

Utility Coordination:

ASE will apply for permits with the Village of Fox Lake and IDOT, coordinate with the utility owners before exposing and various other tasks for a cost of \$4,335.00

Deliverables:

ASE will detail and survey the utilities that are found in the field. ASE will provide the x, y, z of the top center of the facility and width of the facility in a spreadsheet to the Client.

Visit our website at: www.americansurvey.com

150 N. Wacker Drive * Suite 2650 * Chicago, IL 60606 * 312-277-2000 * FAX 312-277-2002
P.O. Box 8 * 841 N. Galena Ave. * Dixon, IL 61021 * 815-288-6231 * FAX 815-288-6277
888 S. Edgelawn Drive. * Suite 1759 * Aurora, IL 60506 * 630-897-4105 * FAX 630-897-4121

ASE based our estimate on the following estimate of hole depths and unit costs:

Cost	\$999	\$1,350	\$1,845	\$2,558
Depth	0-3'	3-6'	6-12'	12-18'
Estimated Number	0	11	0	0
Total Cost	\$0	\$14,850	\$0	\$0

Additional assumptions for our proposal are as follows:

- A. Level B (Assume 220' at \$1.96/foot = \$431.20)
- B. Coring unit cost (Assume 8 cores at \$300/ea. = \$2,400)
- C. Permit Costs. (Assume 1 permits at \$500 = \$500)
- D. Traffic Control costs (Assume 11 days @ \$800/day = \$8,800)
- E. Surety Bond of \$10,000 (Assume 2 at \$100/each = \$200)
- F. Flowable Fill at all THs. (Assume 8 @ \$300/hole = \$2,400)

Total Cost for these services is \$33,916.20.

Schedule:

Exact dates are to be mutually acceptable to both parties but ASE understands that this project will start and end in the first quarter of 2017.

ITEMS TO BE SUPPLIED BY OTHERS

- A. Atlas information, record plans, including any previous survey information (if available).
- B. Permission and access to closed or locked areas requiring access to complete the survey.
- C. Letter of Introduction and written authorization for access to subject property for ASE's services on subject site.

As requested, we are providing Alfred Benesch a total cost for this work. This quote is based upon ASE performing a minimum of 5 test holes. Please note that we will invoice Alfred Benesch for the work actually performed by ASE, e.g., actual QL A depths (11 holes), QL B (min. 20 ft. per hole), permit, Bond, fees, etc.

If you have any questions or need additional information, please contact our office.

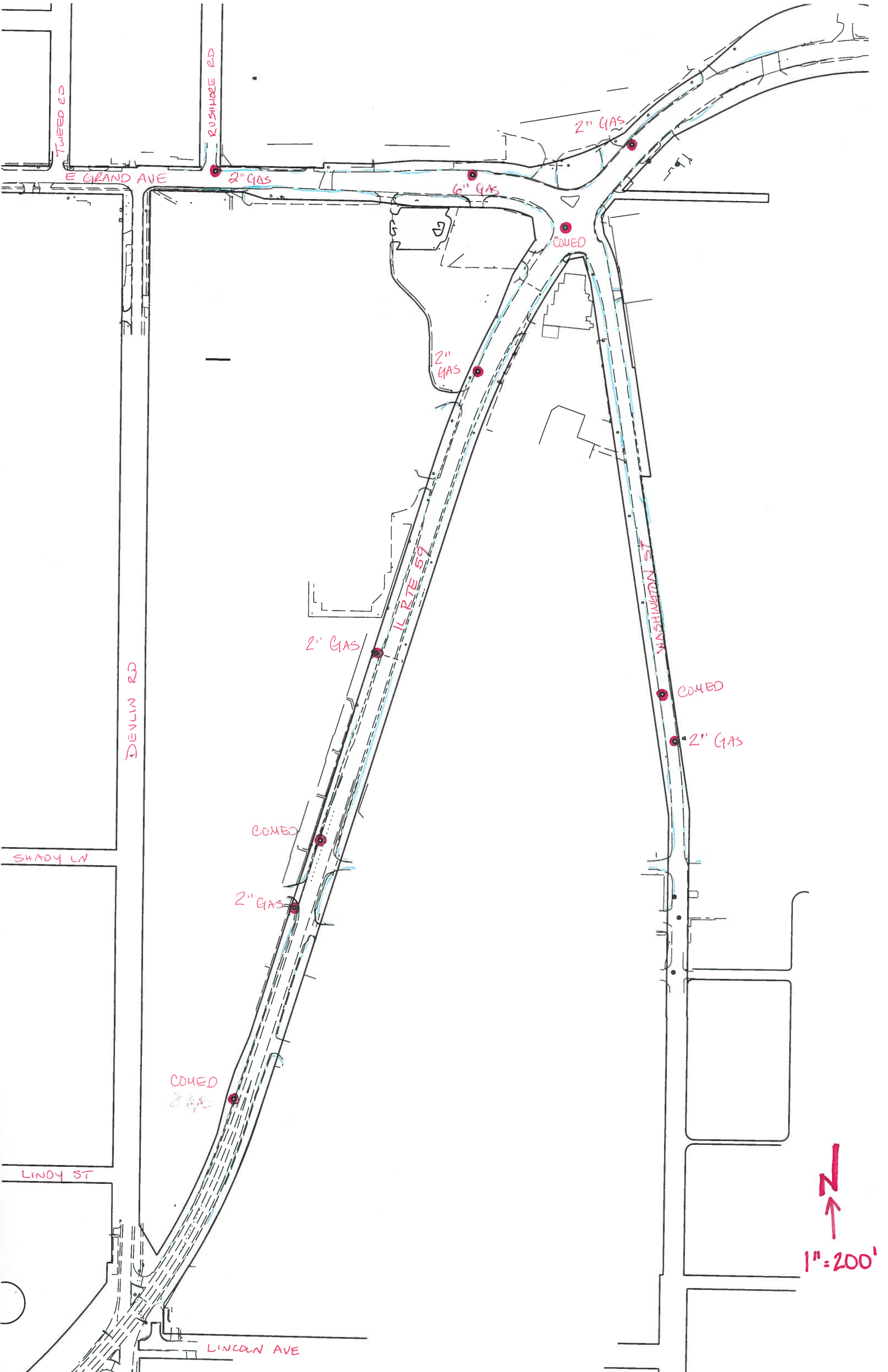
Sincerely,

American Surveying & Engineering, P.C.



Paul Stanton, PLS
Vice President of Dixon Office
cc: File

Visit our website at: www.americansurvey.com



↑ N
1" = 200'



September 8, 2016

To: Michael P. Magnuson, PE
Alfred Benesch & Company
205 N. Michigan Avenue, Suite 2400
Chicago, IL 60601
Phone: 312.565.0450

Re: Proposal - Geotechnical Exploration
Proposed Roadway
Illinois Route 59 and Grand Avenue
Fox Lake, IL

Proposal No. Q16.347g

Via email: mmagnuson@benesch.com

Dear Mr. Magnuson,

Rubino Engineering, Inc. (Rubino) is pleased to submit the following proposal to provide geotechnical engineering services for the above referenced project. Rubino received a request for proposal from you via email on September 7, 2016.

PROJECT UNDERSTANDING

Rubino understands that Lake County is planning to construct a new roadway from Illinois Route 59 to Washington Street. See Boring Locations for the anticipated alignment.

Information received:

- RFP Email from Michael Magnuson of Alfred Benesch & Company on September 7, 2016.
- Rubino_Aerial_GrandIL59.PDF – exhibit showing the alignment and proposed boring locations.

Should any of the information on which this proposal has been based, including as described above, be inconsistent with the planned construction, Rubino requests to be contacted immediately in order to make any necessary changes to this proposal and scope of work.

SCOPE OF SERVICES

The following sections outline the scope of services developed based on the information provided by the client and the information listed above in order to provide a geotechnical exploration the planned project. The exploration will be performed in general accordance with both the requested proposal information and Rubino's current understanding of the project.

Site Access and Traffic Control

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that site clearing will be needed to access the site. Additionally, the proposed boring locations will not be accessible to truck-mounted drilling equipment and will require an all-terrain vehicle (ATV).

Traffic control will consist of cones and approach signage. Flaggers are not anticipated for this project.

Boring Locations



Boring Depths

To obtain data to evaluate subsurface conditions within the proposed development/construction areas, Rubino proposes to drill soil test borings as specified below.

NUMBER OF BORINGS	DEPTH (FEET BEG*)	LOCATION
4	15	B-1 to B-4 along new roadway alignment. See Boring Locations

*BEG = below existing grade

Rubino recommends that the borings be located and surveyed for elevation by others prior to drilling. If the borings cannot be surveyed, Rubino will locate the borings in the field by measuring distances from known, fixed site features.

Soil Sampling

Soil sampling will include split-barrel samples (ASTM D 1586) or thin-walled tube samples on cohesive soils (ASTM D 1587) at 2 ½ - foot intervals to a depth of 10 feet and 5 - foot intervals thereafter.

If unsuitable bearing soils are encountered within the borings as proposed herein, the borings will be extended an additional 5 feet to attempt to end the borings in suitable soils. If unsuitable soils persist at the end of an additional 5 feet the client will be contacted prior to demobilizing.

Unsuitable soils will be defined by field personnel using the following criteria:

- Cohesive soils with an N value less than or equal to 6.
- Granular soils with an N-value less than 10.
- Black cohesive or silty soil with visible signs of organic matter and / or organic odor and low blow counts as described above.

Completion of Borings

Upon completion of drilling, the borings will be backfilled with soil cuttings. Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. Rubino will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included.

It should be noted that over time, some settlement may occur in the bore hole. If Rubino is requested to return to the site for the purpose of filling any bore holes that may have settled, additional time and material charges may apply.

Laboratory Testing

The soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of laboratory tests. The nature and extent of the laboratory testing program is at the discretion of Rubino Engineering, Inc. and will depend upon the subsurface conditions encountered during drilling.

Laboratory testing will be performed in accordance with ASTM procedures and may include examination of selected samples to evaluate the soils' index properties and relative strength characteristics.

LABORATORY TEST	ESTIMATED QUANTITY	SAMPLE TYPE
Atterberg Limits	4	Split spoon, bulk, or Shelby Tube
Hydrometer	4	Split spoon, bulk, or Shelby Tube
Natural Moisture Content	20	Shelby Tube, Cohesive Samples
Organic Content	4	Split spoon, bulk, or Shelby Tube

GEO REPORT

Upon completion of field and laboratory work, Rubino will prepare a geotechnical engineering report using the collected data. The geo report will include the following:

- *Summary of client-provided project information and report basis*
- *Overview of encountered subsurface conditions*

- Overview of field and laboratory tests performed including results
- Geotechnical recommendations pertaining to:
 - Subgrade preparation and stability recommendations
- Construction considerations, including temporary excavation and construction control of water

An electronic copy of the report will be provided. The report will be addressed to Alfred Benesch & Company.

PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 5 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

Task	Number of Working Days
Utility clearance and rig mobilization	10
Field work including site layout and drilling	5
Laboratory Testing	10
Preparation of the Geotechnical Report	10

Project schedules can be affected by weather conditions and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible. Preliminary verbal recommendations can be made to appropriate parties upon completion of the field investigation and laboratory testing. Rubino will need to receive a signed copy of this proposal intact prior to mobilizing the drill rig.

SPECIAL INSTRUCTIONS

Rubino will coordinate contacting the Utility "One-Call" for public utility clearance prior to the start of drilling activities. It is Rubino's experience that this service does not mark the locations of privately owned utilities. This proposal is based on private utility lines and other subsurface appurtenances being located in the field by others prior to our mobilization.

FEES

Rubino proposes to charge the fee for performance of the outlined scope of services on a lump-sum basis. Based on the scope of services outlined above, the lump-sum fee will be:

Geotechnical	Drilling and Report Preparation:	\$3,600.00	Lump sum
Site Clearing	Two days, two man crew, ~8 foot wide path	\$2,850.00	Lump Sum
		\$6,450.00	Total

Please see the attached fee schedule for additional unit rates for services requested after issuing the geotechnical report (drawing / spec review, scope or site layout change, etc.).

Scope Limitations

Project services do not include a site evaluation to determine the presence or absence of wetlands, hazardous substances, or toxic materials.

Rock coring is not included in the scope of this exploration, therefore, the character and continuity of refusal materials, if encountered, can be determined only with a more comprehensive scope of services. Therefore, the borings will be advanced to the depths referenced above, or to refusal, whichever is shallower.

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. The proposed lump-sum fee is based on the use of shallow foundations to support the planned construction and the existence of adequate bearing materials being encountered within the proposed boring depths. Should conditions be encountered which require a deepening of borings or additional investigation, Rubino will notify you to discuss modifying the outlined scope of services. Additional work beyond the lump-sum fee will not be performed without your prior authorization.

AUTHORIZATION

If this proposal is acceptable to you, Rubino will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. Rubino will proceed with the work upon receipt of authorization.

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact Rubino with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE
President

RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)

MAL/file

Attachments: Proposal Acceptance and Data Sheet
 Schedule of Services and Fees
 General Conditions

**This is an electronic copy. Hard Copies of this proposal are available upon request.

PROPOSAL ACCEPTANCE:

AGREED TO, THIS _____ DAY OF _____, 2016.
BY (please print): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Number and Distribution of Reports:
() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____
Email: _____ Email: _____

() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____
Email: _____ Email: _____
7. Invoicing Address: _____

Attn: _____
Email: _____
8. Other Pertinent Information Or Previous Subsurface Information Available:

Rubino Engineering, Inc.
2016 Schedule of Geotechnical Services & Fees

ENGINEERING

Professional and Technical Services for site evaluation, field supervision, analysis of test data and engineering recommendations and consultation:

Principal Engineer	Per Hour	\$	150.00
Project Engineer/Manager	Per Hour	\$	100.00
Engineering Field Technician / Field Engineer / Field Geologist	Per Hour	\$	89.00
Secretarial Services	Per Hour	\$	55.00

SUBSURFACE EXPLORATION

Mobilization and moving of truck-mounted drilling equipment and crew	Per Trip	\$	550.00
Mobilization and moving of All-Terrain-Vehicle (ATV) - mounted drilling equipment and crew	Per Trip	\$	660.00
All-Terrain Vehicle (ATV) Usage Surcharge	Per Day	\$	195.00
Boring Layout - Two-man crew (2 hour minimum)	Per Hour	\$	166.00

Soil Sampling using split-barrel sampler (ASTM D-1586) 2.5-foot intervals to 15 feet and 5-foot intervals thereafter, 3-1/4" E.D. HAS:

Depth Range		
Feet	Easy Drilling*	Hard Drilling**
0 - 25	\$24.50	\$27.00
25 - 50	\$26.50	\$29.00
50 - 72	\$30.50	\$31.00
75 - 100	\$32.00	\$33.50

* Less than 50 blows per foot or a Qp of 4 tsf

** 50 blows or more per foot, Qp more than 4 tsf, or strata containing coarse gravel or cobbles

Hourly Rate Drilling (difficult or unusual conditions, hard material, boulders, rubble, etc.)	Per Hour	\$	325.00
Thin Wall Tubes (ASTM D-1587)	Each	\$	50.00

LABORATORY TESTING

Moisture Content Test / Visual Classification	Each	\$	6.00
Atterberg Limits Determination (LL, PL)	Each	\$	85.00
Combined Hydrometer & Sieve Analysis	Each	\$	130.00
Sieve Analysis (washed)	Each	\$	85.00
Unconfined Compression Test, Tube Sample	Each	\$	35.00
Unconfined Compression Test, with Stress-Strain Curve	Each	\$	55.00
Density Determination	Each	\$	15.00
Specific Gravity Determination	Each	\$	65.00
Organic Content Determination Test (wet combustion)	Each	\$	25.00
ASTM D698 - AASHTO T99 (Standard Proctor)	Each	\$	195.00
ASTM D1557 - AASHTO T180 (Modified Proctor)	Each	\$	215.00
One-Dimensional Consolidation Test (ASTM D-2435)	Each	\$	750.00

FEE REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino General Conditions.
- 2) Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond Rubino's control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum charge of 4 hours.
- 10) For all Rubino services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional services rates are exclusive of expert deposition or testimony time.
- 14) Drilling and field service rates are based on OSHA Level D personnel protection.
- 15) For sites where drilling is to occur that are not readily accessible to a truck mounted drill rig, rates for rig mobility, site clearing, crew stand-by time, etc. will be charged as applicable.
- 16) If applicable the prevailing wage fees charged under this agreement will be adjusted if there is any change in the applicable prevailing wage rate established by the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF WORK: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by Rubino Engineering, Inc. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s work. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of work from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold RUBINO ENGINEERING, INC., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF WORK: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the work or if, upon embarking upon its work, Rubino Engineering, Inc. is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the work. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional work as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to do work hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client.

6. RESPONSIBILITY: Rubino Engineering, Inc.'s work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

9. WARRANTY: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

10. INDEMNITY: Subject to the foregoing limitations, Rubino Engineering, Inc. agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of Rubino Engineering, Inc.'s negligence to the extent of RUBINO ENGINEERING, INC.'s negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against Rubino Engineering, Inc., the party initiating such action shall pay to Rubino Engineering, Inc. the costs and expenses incurred by Rubino Engineering, Inc. to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that Rubino Engineering, Inc. shall prevail in such suit.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation.

12. EMPLOYEES/WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena. Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

13. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA of within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

14. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

15. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

**AGREEMENT FOR
LAND ACQUISITION CONSULTING SERVICES**

**Lake County / Alfred Benesch & Company
Grand Avenue at IL 59**

AGREEMENT between Mathewson Right of Way Company (MROWCO) whose address is 30 North LaSalle Street, Suite 2400, Chicago, Illinois 60602 and Alfred Benesch & Company (BENESCH), whose address is 205 North Michigan Avenue, Suite 2400, Chicago, Illinois 60601.

MROWCO shall provide to BENESCH, on behalf of Lake County (COUNTY), consulting services for the acquisition of right of way for the Grand Avenue at IL 59 Project (PROJECT).

The PROJECT shall consist of the acquisition of approximately 18 parcels.

MROWCO shall perform the following services:

1. Project Management
2. Later Date Title Commitment
3. Appraisal
4. Appraisal Review
5. Negotiations
6. Closing Fee
7. Direct Costs

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

BENESCH 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 \$198,990.00.

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

Submitted this 15th day of January, 2016.

Accepted this ____ day of _____, 2016.

Mathewson Right of Way Company

Alfred Benesch & Company

By: _____
Mark D. Mathewson
President

By: _____

EXHIBIT A: SCOPE OF SERVICES

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

1. Later Date Title Commitment
2. Appraisal
3. Appraisal Review
4. Negotiations
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.

PROJECT MANAGEMENT

MROWCO shall establish a Project Manager who will be knowledgeable and responsible for all services performed under this AGREEMENT. The main duties of the Project Manager may include:

- Be the liaison between the COUNTY and MROWCO and coordinate all daily project activities of MROWCO.
- Understand the scope of work for each work order and the associated deadlines/timeframes the COUNTY needs to meet.
- Assign work to appropriate staff.
- Coordinate all deliverables, keep project on schedule and maintain the channels of communication between the COUNTY and MROWCO.
- Provide the appropriate staff and SUBCONSULTANTS that have knowledge of and will follow Illinois Department of Transportation's LAPPM.
- Submit accurate invoices that have documentation to support the invoiced amount.
- Ensure SUBCONTRACTORS' prompt and efficient performance.
- Provide QA/QC oversight.
- Provide coordination with IDOT to obtain project right of way, herein referred to as ROW, certification when necessary.

LATER DATE TITLE COMMITMENT

Later Date Title Commitments will be provided by a Title Insurance Company licensed to issue title insurance in the State of Illinois.

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.

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>Task</u>	<u>Fee</u>	<u>Parcels</u>	<u>Total</u>
Project Management	\$500.00	18	\$9,000.00
Appraisals	\$3,000.00	18	\$54,000.00
Appraisal Review	\$1,500.00	18	\$27,000.00
Negotiations	\$3,500.00	18	\$63,000.00
Closing Fee	\$750.00	18	\$13,500.00
Direct Costs	\$800.00	18	\$14,400.00
Contingency (10%)			\$18,090.00
Total:			\$198,990.00

This agreement shall provide for a cost contingency of 10%, or \$18,090.00, over the estimated total. The sum total of all services shall not exceed **\$198,990.00**.

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 later dates, title insurance fees, document copy fees, recording fees, partial release fees, land trustee fees, escrow fees, shipping and the like. BENESCH 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

BENESCH 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 BENESCH 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 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.

BENESCH 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. BENESCH shall be named as additional insured on all liability policies, and MROWCO acknowledges that any insurance maintained by BENESCH 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.

BENESCH 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.

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 BENESCH or its authorized representative and shall be binding on MROWCO, its executors, administrators, successors or assigns, as may be applicable.

Lake County Grand Avenue at IL 59

PIN	Project Management Fee	Appraisal Fee	Review Appraisal Fee	Negotiation Fee	Closing Fee	Direct Costs	Total
05-11-300-005	\$500.00	\$3,000.00	\$1,500.00	\$3,500.00	\$750.00	\$800.00	\$10,050.00
05-11-300-001	\$500.00	\$3,000.00	\$1,500.00	\$3,500.00	\$750.00	\$800.00	\$10,050.00
05-11-300-014	\$500.00	\$3,000.00	\$1,500.00	\$3,500.00	\$750.00	\$800.00	\$10,050.00
05-11-300-015	\$500.00	\$3,000.00	\$1,500.00	\$3,500.00	\$750.00	\$800.00	\$10,050.00
05-11-100-003	\$500.00	\$3,000.00	\$1,500.00	\$3,500.00	\$750.00	\$800.00	\$10,050.00
05-11-100-022	\$500.00	\$3,000.00	\$1,500.00	\$3,500.00	\$750.00	\$800.00	\$10,050.00
05-11-300-041	\$500.00	\$3,000.00	\$1,500.00	\$3,500.00	\$750.00	\$800.00	\$10,050.00
05-11-300-010	\$500.00	\$3,000.00	\$1,500.00	\$3,500.00	\$750.00	\$800.00	\$10,050.00
05-11-300-039	\$500.00	\$3,000.00	\$1,500.00	\$3,500.00	\$750.00	\$800.00	\$10,050.00
05-11-300-039	\$500.00	\$3,000.00	\$1,500.00	\$3,500.00	\$750.00	\$800.00	\$10,050.00
05-11-100-016	\$500.00	\$3,000.00	\$1,500.00	\$3,500.00	\$750.00	\$800.00	\$10,050.00
05-11-300-045	\$500.00	\$3,000.00	\$1,500.00	\$3,500.00	\$750.00	\$800.00	\$10,050.00
05-11-302-001	\$500.00	\$3,000.00	\$1,500.00	\$3,500.00	\$750.00	\$800.00	\$10,050.00
05-11-300-037	\$500.00	\$3,000.00	\$1,500.00	\$3,500.00	\$750.00	\$800.00	\$10,050.00
05-11-300-035	\$500.00	\$3,000.00	\$1,500.00	\$3,500.00	\$750.00	\$800.00	\$10,050.00
05-11-300-013	\$500.00	\$3,000.00	\$1,500.00	\$3,500.00	\$750.00	\$800.00	\$10,050.00
05-11-104-019	\$500.00	\$3,000.00	\$1,500.00	\$3,500.00	\$750.00	\$800.00	\$10,050.00
05-11-104-018	\$500.00	\$3,000.00	\$1,500.00	\$3,500.00	\$750.00	\$800.00	\$10,050.00
	\$9,000.00	\$54,000.00	\$27,000.00	\$63,000.00	\$13,500.00	\$14,400.00	\$180,900.00

Total for Project Management, Appraisal, Appraisal Review and Negotiation:

\$153,000.00

Closing Fees:

\$13,500.00

Direct Costs:

\$14,400.00

Contingency (10%):

\$18,090.00

Grand Total:

\$198,990.00

**Lake County Division of Transportation - Grand Avenue at IL Route 59
Phase II Scope of Work & Estimate of Staff-hours**

ITEM			TOTALS
1.0 PROJECT COORDINATION			120
2.0 COST MANAGEMENT			56
3.0 CIVIL PLANS			2663
	3.1 ROADWAY PLANS	791	
	3.2 DRAINAGE AND UTILITY PLANS	480	
	3.3 EROSION CONTROL AND SEDIMENT PLANS	300	
	3.4 STAGING AND TRAFFIC CONTROL	512	
	3.5 PAVEMENT MARKING AND SIGNING PLANS	128	
	3.6 TRAFFIC SIGNALS, LIGHTING AND ITS PLANS	452	
4.0 LANDSCAPING PLANS			192
5.0 PUBLIC INVOLVEMENT			48
6.0 SUBMITTALS			224
7.0 QUALITY ASSURANCE			136
8.0 ADMINISTRATION			88
9.0 SURVEY			431
10.0 LAND ACQUISITION SERVICES			0
11.0 PESA/ CCDD/ GEOTECHNICAL			16
			3974

1.0 PROJECT COORDINATION

Item	No. of Meetings	Hours per meeting	TOTAL
Coordination with LCDOT/IDOT (1 hours per week)			72
Meetings with IDOT	2	4	8
Meetings with Fox Lake	2	4	8
Meetings with Lake County SMC	2	4	8
Meetings with Stakeholders (School district, police, fire)	2	4	8
Miscellaneous exhibits			16

120

2.0 COST MANAGEMENT

Item	TOTAL
Develop cost estimate for preliminary submittal	24
Update cost estimate for prefinal submittal	16
Update cost estimate for final submittal	8
CMAQ Application Assistance	8

56

3.1 ROADWAY PLANS

ITEMS AND TASKS	No. of Sheets	Hrs per Sheet	Task or Sheet Hours Extended	ITEM TOTALS
GENERAL PLAN SHEETS				32
Cover Sheet	1	8	8	
Index of Sheets	1	8	8	
Standard Sheets	1	8	8	
General Notes & Commitments	1	8	8	
SUMMARY AND SCHEDULE OF QUANTITIES (not quantity take-offs)				72
Summary of Quantities	3	8	24	
Schedules	6	8	48	
TYPICAL SECTIONS (Ex. and Proposed)*				76
West Leg Grand (2 sections)	1	8	8	
East Leg Grand (2 sections)	1	8	8	
Washington Ave (4 sections)	2	8	16	
IL 59 (6 sections)	3	8	24	
Segmental Block Wall Details			20	
* Hours include proposed pavement design				
ALIGNMENT, TIES AND BENCHMARKS	5	5	25	25
PLAN & PROFILE SHEETS				196
West Leg Grand Ave	2	12	24	
East Leg Grand Ave	2	12	24	
Washington Ave	2	12	24	
IL Route 59	7	12	84	
Quantity Calculations			40	
INTERSECTION + ADA DETAILS				64
IL Route 59 & Grand Ave	2	16	32	
IL Route 59 & Washington Ave	2	16	32	
REMOVAL PLANS				108
West Leg Grand Ave	2	8	16	
East Leg Grand Ave	2	8	16	
Washington Ave	2	8	16	
IL Route 59	7	8	56	
Grand & 59 SW Quad	1	4	4	
DRIVEWAY DETAILS				48
Driveways and ADA Design (24 Driveways)	12	4	48	
DETAILS - ROADWAY				16
Various	2	8	16	
CROSS SECTIONS				114
West Leg Grand Ave	15	1	15	
East Leg Grand Ave	15	1	15	
Washington Ave	15	1	15	
IL Route 59	45	1	45	
Staged Earth Quantity Calculations & Earthwork Summary Table	1		24	
SPECIAL PROVISIONS				40

791

3.2 DRAINAGE AND UTILITY PLANS

ITEMS AND TASKS		No. of Sheets	Hrs per Sheet	Task or Sheet Hours Extended	ITEM TOTALS
SCHEDULES					32
(not quantity take-offs)					
	Drainage Schedules	4	8	32	
DRAINAGE PLAN & PROFILE SHEETS					408
	West Leg Grand Ave	2	24	48	
	East Leg Grand Ave	2	24	48	
	Washington Ave	2	24	48	
	IL Route 59	7	32	224	
	Quantity Calculations			40	
DETAILS - DRAINAGE					24
	Outlet Structures	1	8	8	
	Miscellaneous	2	8	16	
UTILITY COORDINATION					
	Meeting with Nicor for IL 59 relocation				4
	Meeting with Comed for OH/UG relocation & coordination				4
	Misc. Correspondance				8

480

3.3 EROSION CONTROL AND SEDIMENT PLANS

ITEMS AND TASKS	No. of Sheets	Hrs per Sheet	Task or Sheet Hours Extended	ITEM TOTALS
EROSION CONTROL				300
Schedule & Notes	2	8	16	
Plan (includes USACOE permit)	26	8	208	
Details	5	4	20	
Quantity calculations			40	
Special Provisions			16	

300

3.4 STAGING AND TRAFFIC CONTROL

ITEMS AND TASKS	No. of Sheets	Hrs per Sheet	Task or Sheet Hours Extended	ITEM TOTALS
M.O.T. Typical Sections	6	12	72	72
Prestage Plan Sheets				56
	7	8	56	
Stage 1 Plan Sheets				168
	14	12	168	
Stage 2 Plan Sheets				112
	14	8	112	
Stage 3 Plan Sheets				56
	7	8	56	
Estimate of Time Construction Duration				8
M.O.T. Quantity Calculations				24
M.O.T. Specifications				16

512

3.5 PAVEMENT MARKING AND SIGNING PLANS

ITEMS AND TASKS		No. of Sheets	Hrs per Sheet	Task or Sheet Hours Extended	ITEM TOTALS
PLAN					104
	West Leg Grand Ave	1	16	16	
	East Leg Grand Ave	1	16	16	
	Washington Ave	1	16	16	
	IL Route 59	3	16	48	
	Grand & 59 SW Quad	1	8	8	
Quantity Calculations					24

128

3.6 TRAFFIC SIGNAL, LIGHTING AND ITS PLANS

ITEMS AND TASKS		No. of Sheets	Hrs per Sheet	Task or Sheet Hours Extended	ITEM TOTALS
Index of Sheets, General Electrical and Construction Notes		1	12	12	12
Proposed Signal Plan Sheets					48
	IL Route 59 & Grand Ave	1	24	24	
	IL Route 59 & Washington Ave	1	24	24	
Proposed Wiring Diagrams		2	24	48	48
Existing and Removal					32
	IL Route 59 & Grand Ave	1	16	16	
	IL Route 59 & Washington Ave	1	16	16	
Electrical Details		4	8	32	32
Temporary Signal Plan					48
	IL Route 59 & Grand Ave	1	16	16	
	IL Route 59 & Washington Ave	1	16	16	
	Preemption Sequence of Operations	1	16	16	
Temporary Wiring Plan		2	16	32	32
Permanent Interconnect Plan					40
	Traffic Signal Interconnect Plan	1	24	24	
	Traffic Signal Interconnect Schematic	1	16	16	
Proposed Intersection Lighting Plan					120
	IL Route 59 & Grand Ave			60	
	IL Route 59 & Washington Ave			60	
Quantity Calculations and Electrical SOQ					40

452

4.0 LANDSCAPING PLANS

ITEMS AND TASKS	No. of Sheets	Hrs per Sheet	Task or Sheet Hours Extended	ITEM TOTALS
LANDSCAPING PLANS				192
Plan Sheets	13	8	104	
Detail Sheets	1	8	8	
Specs			40	
Quantity Calculations			40	

192

5.0 PUBLIC INVOLVEMENT

ITEMS	Benesch Totals
Visualization Techniques	
2 - 3D Renderings @ 16 hrs each	32
4 - 2D Exhibits @ 4 hrs each	16
TOTAL	48

6.0 SUBMITTALS

	60% Submittal	Pre-Final Submittal	Final Submittal	Bid Submittal	Total
Lake County	16	24	24	24	88
IDOT	16	24	24	24	88
LCSMC, USACOE		24	24		48
Total	32	72	72	48	224

7.0 QUALITY ASSURANCE

	Hours -Civil			Total
	Preliminary Submittal	Pre-Final Submittal	Final Submittal	
QA - Roadway	40	40	40	120
Field Checks		16		16

SubTotal 136

Total 136

8.0 ADMINISTRATION

	Staff	Hours/ week	# of Weeks	Hours/ month	# of Months	Total
Project Start-up	1	8	1			8
Progress Reports (invoicing)	1			2	18	36
PMP (includes QMP)	1	8	1			8
Schedules/monitoring	1	0.25	72			18
Preparation and distribution of correspondence	1	0.25	72			18

88

9.0 SURVEY

ITEMS AND TASKS		TASK HOURS	TOTAL
START UP/GENERAL ADMINISTRATION			20
FIELD WORK			64
	Extra Engineering Topo	40	
	Centerline Staking	16	
	Office Work	8	
PARCEL PLATS/EXISTING ROW			347
	Section Corner Field Search	16	
	Section Corner Research/Drafting	10	
	Search For Back Property Corners	24	
	Computations and Legal	45	
	Property Pick Up Survey	24	
	Check Existing ROW	8	
	Stake New ROW	20	
	Draft Plat of Highways	200	
		Total	431

11.0 PESA Update, CCDD, Geotechnical

ITEMS AND TASKS		TASK HOURS	TOTAL
	COORDINATION OF SUBCONSULTANTS		16
		Total	16