



February 1, 2017

Ms. Paula Trigg, P.E.
Director of Transportation / County Engineer
Lake County Division of Transportation
600 W. Winchester Road
Libertyville, IL 60048-1381

Attn: Mr. Richard McMorris, P.E.
Project Engineer

RE: Engineering Services Agreement
BLA Project No. 877-018

Section 17-00999-29-RS
Darrell Road Resurfacing (IL Route 176 to South of Burnett Road) – Approx 6,250 lf
Bonner Road Resurfacing (Darrell Road to US Route 12) – Approx 6,250 lf

Dear Mr. McMorris:

Enclosed please find a draft copy of the Engineering Services Agreement for the Darrell Road and Bonner Road Resurfacing Improvements.

We sincerely appreciate the opportunity to submit the agreement to you and look forward to answering any questions you may have to further clarify our submittal.


Sincerely,

BOLLINGER, LACH & ASSOCIATES, INC.

Craig Lukowicz, P.E.
CEO

Erik Olson, PE
Project Manager

Enclosure

Municipality	LOCAL AGENCY	 Illinois Department of Transportation	CONSULTANT	Name Bollinger, Lach & Associates Inc
Township				Address 333 Pierce Road Suite 200
County Lake County – Division of Transportation		City Itasca		
Section 17-00999-29-RS		State IL		
		Preliminary Engineering Services Agreement For Non-Motor Fuel Tax Funds		

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

Section Description

Name Darrell Road and Bonner Road

Route _____ Length 2.37 Mi. _____ FT (Structure No. _____)

Termini Darrell Rd (IL Rte 176 to S. of Burnett Rd) and Bonner Rd (Darrell Rd. to US Route 12)

Description:
Phase II Engineering of PS&E docs for the resurfacing projectst stated above.

Agreement Provisions

The Engineer Agrees,

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

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

The LA Agrees,

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

Schedule for Percentages Based on Awarded Contract Cost

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

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

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

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

The Total Not-to-Exceed Contract Amount shall be \$168,797.54

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed. ~~in accordance with the following schedule:~~

- a. ~~Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by section 1 of the ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.~~
- b. ~~Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.~~

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

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in sections 1 and 3 of the ENGINEER AGREES and prior to the completion of such services, the LA shall reimburse the ENGINEER for the ENGINEER's actual costs plus 1.4 percent incurred up to the time the ENGINEER is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of the LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of the ENGINEER AGREES, ~~after they have been approved by the DEPARTMENT,~~ the LA will pay the ENGINEER for such changes on the basis of actual cost plus 1.4 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 ~~and their approval by the DEPARTMENT,~~ the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA ~~and the DEPARTMENT.~~
4. That the ENGINEER warrants that the ENGINEER has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that the ENGINEER's has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

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

Executed by the LA:

ATTEST: _____ County of Lake _____ of the
(Municipality/Township/County)
State of Illinois, acting by and through its
County Board
By _____
Lake County Clerk
(Seal) 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: _____
Engineering Firm
Street Address
City, State
By _____
Title _____

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME
PRIME/SUPPLEMENT

Bollinger, Lach & Associates, Inc.

DATE 01/30/17
PTB NO.

CONTRACT TERM
START DATE
RAISE DATE

6 MONTHS
2/20/2017
1/1/2018

OVERHEAD RATE
COMPLEXITY FACTOR
% OF RAISE

114.33%
0
3.00%

ESCALATION PER YEAR

2/20/2017 - 8/19/2017

6 6

= 100.00%
= 1.0000

The total escalation for this project would be:

0.00%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

Bollinger, Lach & Assoc DATE

01/30/17

ESCALATION FACTOR 0.00%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Director	\$70.00	\$70.00
Resident Engineer II	\$49.33	\$49.33
Project Manager	\$52.11	\$52.11
Design Engineer	\$30.36	\$30.36
CADD Technician II	\$33.49	\$33.49
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

Subconsultants

FIRM NAME

PRIME/SUPPLEMENT

PSB NO.

Bollinger, Lach & Associates, Inc.

DATE

01/30/17

NAME	Direct Labor Total	Contribution to Prime Consultant
Weaver Consultants	482.70	48.27
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
Total	482.70	48.27

COST PLUS FIXED FEE

FIRM

Bollinger, Lach & Associates, Inc.

DATE 01/30/17

PSB

OVERHEAD RATE
COMPLEXITY FACTOR

$$\frac{1.1433}{0}$$

PRIME/SUPPLEMENT

[illegible]

DBE

DBE 0.00%

PREPARED BY THE AGREEMENTS UNIT

AVERAGE HOURLY PROJECT RATES

FIRM Bollinger, Lach & Associates, Inc.

BSA

PRIME/SUPPLEMENT

DATE _____

04/30/17

SHEET

2

FO

5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	QA/QC			Phase III Coordination			Administrative						Utility Coordination			Address Scope Rpt Items		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Director	70.00	32	44.44%	31.11	6	15.79%	11.05										8	3.03%	2.12
Resident Engineer II	49.33																24	9.09%	4.48
Project Manager	52.11	40	55.56%	28.95	32	84.21%	43.88	24	50.00%	26.06							100	37.88%	19.74
Design Engineer	30.36							24	50.00%	15.18							100	37.88%	11.50
CADD Technician II	33.49																32	12.12%	4.06
TOTALS		72	100%	\$60.06	38	100%	\$54.93	48	100%	\$41.24	0	0%	\$0.00	24	100%	\$41.24	264	100%	\$41.90

Section 17-00999-29-RS

Darrell Road Resurfacing (IL Route 176 to South of Burnett Road) – Approx 6,250 lf

Bonner Road Resurfacing (Darrell Road to US Route 12) – Approx 6,250 lf

PROJECT SCOPE DESCRIPTION

Darrell Road Resurfacing (IL Route 176 to South of Burnett Rd) & Bonner Road Resurfacing (Darrell Road to US Route 12)

The project scope will consist of the preparation of plans, specifications and quantities for the resurfacing of Darrell Road from IL Route 176 to approximately 1,000 feet south (will be verified) of Burnett Road and resurfacing of Bonner Road from Darrell Road to US Route 12 in Lake County, Illinois. Plans, Special Provisions, IDOT check sheets and cost estimates will be prepared per LCDOT standards. Work shall also include field check of all curb ramps for ADA compliance and any ramps found to be non-compliant shall be surveyed and re-designed. Ramps are located at intersection of Darrell and Bonner (north and east legs), Bonner and US 12 (west side only) and Bonner at Larkdale and ramp at west end of sidewalk at school entrance. BLA will verify the height and condition of 2 sections of guardrail to see if they meet current design guidelines. If guard rail is found to not meet current guidelines they will be replaced with the Midwest Guardrail system. Guardrail sections to be evaluated are the following; one section approx. 2,200 lf east of Darrell Rd on north side of Bonner and is approximately 630 feet in length, other section north and south of intersection of Darrell and Bonner on west side of Darrell Road and is approximately 1,600 feet in length with multiple openings. Cross sections will not be done along guardrail lengths but critical slope areas will be identified near ends of guardrail as required / needed. Consultant will verify limits per previous resurfacing projects. Existing storm sewer inspection will be made to determine if repair or jetting / cleaning is required with particular attention to Culverts 113, 114 and 112 to determine if they need replacement or push together. Contract shall include removal and replacement of ends with joint ties for concrete pipe if any joint separation is found. BLA will review existing RPM locations (if any), detector loops, signal controls during construction and inclusion of bike friendly shoulders where applicable. Work may also include modification to pedestrian signals at the intersection of Darrell and Bonner if required.

Surveys: BLA Survey Staff will establish State Plane Illinois East Zone Coordinates for the 2.4 miles of roadway resurfacing. The following items will be completed along the route:

- Horizontal Control: BLA will perform the horizontal alignment check for the entire project length. No vertical control is included in this scope.
- Alignment Ties: Provide Field and Office Survey Staff support to establish alignment ties for the entire project length.

Roadway Evaluation: BLA will inspect the 2.4 miles of roadway for pavement width/ condition, shoulder vs. curb and gutter locations, approximate culvert locations and conditions, and locations of pavement markings, guardrails, driveways, manholes/utilities in the pavement only and loop detectors. This time will include field inspections as well as office time to delineate the items found.

Title Sheet: BLA will prepare the title sheet according to the BDE manual chapter 63, state job numbering form, along with the mixture requirement chart, Index of Sheets and as directed by the Lake County Division of Transportation (LCDOT). LCDOT will provide a dgn file with map filled in and BLA will add other design data, index of sheets, etc.

Notes and Standards: The sheet will include a list of applicable highway standards; general notes (LCDOT).

Summary of Quantities: BLA will prepare the sheets including construction and funding code breakdowns and the quantity calculations/take off for each pay item.

Schedule of Quantities: The sheets will have a schedule for each pay item in the plans with the exception of lump sum items and contingency items.

Typical Sections: The typical section sheets will be prepared which will include existing and proposed typical sections and notes and the applicable legend items. Existing and Proposed typical sections may be combined on same typical depending on complexity.

Alignment Ties: The sheet will include complete alignment with curve data and ties for the roadway per the alignment plats provided to BLA from LCDOT.

Base Sheet: The base sheet will be prepared for the geometry for the length of the project. Plans will consist of aerials with the alignment overlaid.

Traffic Control Plans: The traffic control plans will be prepared in compliance with the LCDOT and IDOT standard MOT details. Special care will be taken regarding the intersection work areas.

Plan Sheets: The roadway plans will have both top and bottom plan views showing the existing aerial, the existing limited verified topography and proposed roadway improvements including loop detector replacements, erosion control measures and pavement markings. It will have two panel views. Any removal work required to be noted, butt joints, etc will be noted on these sheets. No drainage or utility improvements beyond this are included in this scope. BLA will include temporary erosion control plans for the area disturbed by the improvements as needed

Sidewalk Detail Sheet: Sidewalk and ramp grading detail sheets will be provided as required for ramps not complying with ADA requirements. Sheets shall have detailed point with Station, Offset and elevations and percentage slope shown.

Special Provisions: LCDOT will assemble the contract specifications for the project. BLA will provide a list (or checklist) of BDE and D1 specifications to be included and will prepare any special provisions for any included pay items that are not covered by the Standard Specifications, BDE or LCDOT Specifications.

Estimate of Time: The form will be prepared and updated for the Final plan submittal.

1/30/2017

Estimate of Cost: The forms will be prepared and updated per each submittal (Pre-final and Final) for all the items.

Consultant Details: BLA will prepare Butt Joint Details and guardrail details as required.

District Details: BLA will utilize IDOT district details as needed and include them in the plans. Typically LCDOT standards will have two per sheet but some details are one full sheet per detail. LCDOT full sheet standards already have a sheet border and another border will not be added. IDOT standards will be added to the end of the plan set using the pdf version of each. If any D1 standards are required they will be sized accordingly.

Cross Sections: No cross sectioning work is included in this scope.

Meeting/Field Checks/Coordination: See attached sheet for the detail break down of the items.

QA/QC: BLA will perform the QA/QC throughout the project however; the detailed QA/QC will be emphasized at the time of the two-milestone submittals.

Phase III Coordination: The coordination during Phase III will be made as needed as per the instruction from LCDOT.

Utility Coordination: LCDOT will send the initial request to the utility companies for them to provide the locations of their facilities. BLA will add the existing utility locations to the plans. Given LCDOT's standards regarding no utilities in the pavement, we are anticipating minimal adjustments and have included time for coordinating as required.

Coordination with the local agencies will go through LCDOT.

BLA Manhours
PROJECT: Darrell Road/Bonner Road -Section 17-00999-29-RS
BLA Project No. 877-018

<u>ITEM</u>	<u># OF SHEETS</u>	<u>MH PER SHEET</u>	<u>TOTAL MH'S</u>
Survey			
Horizontal Control Check (2.4 miles)			40
Roadway Evaluation			174
Title Sheet	1	6	6
Typical Section (Exist & Proposed Combine)	5	16	80
Notes/ Standards	1	12	12
Summary of Quantities	2	24	48
Schedule of Quantities	12	8	96
Base Sheets	12	8	96
Maintenance of Traffic	8	8	64
Plan/Pavement Marking	12	18	216
Guardrail Length of Need / Checks / Calcs			32
Sidewalk detail sheet / ADA	4	16	64
Special Provisions			32
Estimate of Time			8
Estimate of Cost (PreFinal and Final)			40
Consultant Details	1	8	8
IDOT and LCDOT Details (2 details/sheet)	25	2	50
Some details are single per sheet			

Meeting/Field Checks/ Coordination		
LCDOT Office (1 kickoff, 1 Prefinal, 1		
Final, 1 Precon) (2 staff/meeting)		24
Plan in Hand Field Review		24
Utility/ (mh adjustments, etc.)		48
QA/QC		72
Phase III Coordination		38
Utility Coordination, Drafting		<u>24</u>
Sub-Total	83	1296
Administration/ Management		<u>48</u>
Address Scoping Report Items		<u>264</u>
Total	83	1,608

BLA Direct Costs
PROJECT: Darrell Road and Bonner Road
BLA Project: 877-018

	<u># of Sets</u>	<u>Size</u>	<u># of Sheets</u>	<u>Rate per Sheet</u>	<u>Total</u>
<u>SURVEY DOCUMENTS</u>					
Vehicles	4			\$48.00	<u>\$192.00</u>
				Survey Total	\$192.00
<u>PRE-FINAL PLANS (90%)</u>					
Plan Sets (BLA Field Use Markups)	6	Quarter	50	\$0.25	\$75.00
Cost Estimate	2	8.5"x11"	4	\$0.10	\$0.80
Estimate of Time	6	8.5"x11"	2	\$0.10	\$1.20
Roadway Evaluation Vehicles	6			\$48.00	<u>\$288.00</u>
				Pre-Final Total	\$365.00
<u>FINAL PLANS (100%)</u>					
Plan Sets (2-LCDOT)	6	Quarter	50	\$0.25	\$75.00
Cost Estimate	6	8.5"x11"	3	\$0.10	\$1.80
Estimate of Time	6	8.5"x11"	2	\$0.10	<u>\$1.20</u>
				Final Total	\$78.00
<u>MEETINGS</u>					
Vehicles	8			\$48.00	<u>\$384.00</u>
				Meetings Total	\$384.00

Grand Total \$1,019.00



January 23, 2017

Erik R. Olson, P.E., DECI
Project Manager
Bollinger, Lach & Associates, Inc.
333 Pierce Road, Suite 200
Itasca, IL 60143

Re: Land Surveying Services Proposal-REVISED
W Bonner Road crosswalks topo, Wauconda, IL

Dear Mr. Olson,

Thank you for this opportunity to submit a proposal to you for providing professional land surveying services as outlined herein.

For purposes of the Agreement, **Bollinger, Lach & Associates, Inc.** will be identified as the "CLIENT", and **Weaver Consultants Group, Inc.** will be identified as "WCG" or "Surveyor".

Pursuant to your request, Weaver Consultants Group North Central, LLC (The Surveyor) proposes to provide you with the survey services of the aforementioned roadways in Wauconda, Illinois as detailed here within. Weaver understands this to be crosswalks areas as depicted in Exhibit A (attached). We will perform this work based upon a fixed fee basis as indicated in this agreement.

We will undertake this work on the following basis:

SECTION 1 – SCOPE OF SERVICES

Topographic Exhibit \$1,489.52

- WCG will conduct Topographic Mapping of the 4 clouded areas depicted below in Exhibit A. 3 areas along W Bonner Road, West of N Rand Road, 1 area at the intersection of Darrell Road and W Bonner Road the topographic requirements are as follows:
This will be a surface topo only, deliverables to be in Microstation. No underground or ROW. This is being used for sidewalk / ADA ramp design work. Detail to be focused on the ramps / adjacent walks or bituminous shoulder in area of ramps so detailed design can be done. The two project areas will be near the west leg of US Highway 12 and Bonner Rd and the other at intersection of Bonner rd. and Darrell rd. east of US 12, as indicated above.
- Unless specified, state plane datum will be utilized for this project. No boundary work will be performed. The Topographic Survey will be completed in accordance with the LCDOT Design Survey procedures.
- Said topographic survey will be delivered to the client in Adobe Acrobat and an appropriate digital format.

This represents a one-time execution of the above-described services based on the information received at the time of authorization to proceed. Any additional re-executions of said services based upon circumstances outside of the quality of our work product or change of scope as defined herein, will be done at an additional cost based on the Hourly Fee Schedule contained herein.

SECTION 2 - PERFORMANCE

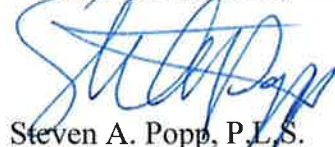
Within one week of authorization to proceed and receipt of an executed copy of this agreement as well as the receipt of the above mentioned documents, the SURVEYOR shall begin an on the ground survey of the premises. Based on our understanding and available information, the completed Topographic Exhibit will be completed within 10 business days after receipt of the executed agreement.

In addition to the above professional fee, reimbursable expenses including blueprints, sepias, mylars, purchased documents (maps, photos, etc.) overnight mail services, messenger services, and other miscellaneous reimbursable expenses will be billed separate and beyond the professional fee, at cost plus 15% for handling.

Weaver Consultants Group, Inc. will consider your signing and returning one (1) original of the "Proposal Acceptance Sheet" (attached hereto) as our authorization to proceed, based upon your development schedule. Thank you again for the opportunity to submit our proposal on this matter.

Very Truly Yours

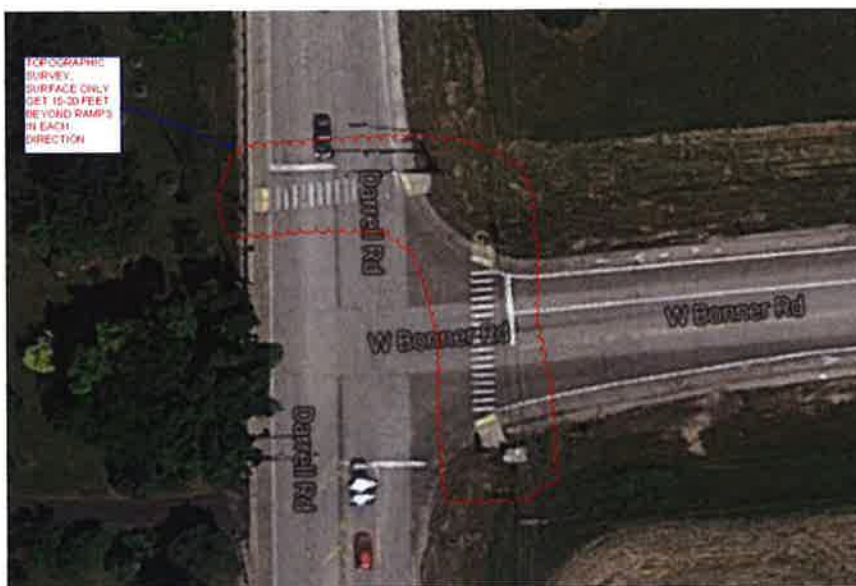
Weaver Consultants Group, North Central, LLC



Steven A. Popp, P.L.S.
Senior Project Manager

Attachments: Acceptance Sheet
Fee Schedule
Terms and Conditions

EXHIBIT A: Survey Areas



WEAVER CONSULTANTS GROUP NORTH CENTRAL, LLC

1316 Bond Street – Suite 108

Naperville, Illinois 60563

Voice: (630) 717-4848

Fax: (630) 717-4850

PROPOSAL ACCEPTANCE SHEET

Description of Services: **Topographic Surveying Services**

Project Name: **W Bonner Rd Crosswalk topos**

Project Address: **W Bonner Rd., Rand Rd, Darrell Rd, Wauconda, IL**

Weaver Consultants Group Proposal No.:

Date: January 20, 2017

Client Contract No.:

For approval and payment of charges, invoices will be charged to the account of:

Firm: **Bollinger, Lach & Associates, Inc.**

Attention: **Mr. Erik R. Olson**

Street Address: **333 Pierce Road, Suite 200**

Telephone: **630-438-6400**

City/State: **Itasca, Illinois**

Zip Code: **60143**

This AGREEMENT is subject to the attached General Terms and Conditions Version 2009 – A1 comprising 3 pages and the following special provisions/payment schedule:

This Agreement is accepted by:

**Weaver Consultants Group North
Central, LLC**

Client



By (Signature)

By (Signature)

By (Type/Print)

Steven A. Popp

By (Type/Print)

Title

Senior Project Manager/PLS

Title

Accepted _____, 2017
Acknowledge the Terms and Conditions

Accepted January 20, 2017
Acknowledge the Terms and Conditions

**WEAVER CONSULTANTS GROUP
FEE SCHEDULE
(Effective July 1, 2015)**

VI. TESTING AND EQUIPMENT RENTAL FEES

	Unit	U.S. \$
a) pH, Specific Conductance and Temperature Meter	Day	85.00
b) Peristaltic Filter Pump	Day	40.00
c) Electric Purge Pump	Day	45.00
d) Grundfos Pump Control Box	Day	110.00
e) Water Level Indicator	Day	35.00
f) Filter and Hose (for pump)	Ea	22.00
g) Micropurge Flow Cell and Sonde	Day	130.00
h) Modified Level "D" (Tyveks, Boots, Gloves)/per person/per change of clothing	Ea	53.00
i) Photoionization Detector Meter	Day	116.00
j) Nuclear Density Gauge	Day	70.00
Nuclear Density Gauge	Wk	300.00
k) Air Sampling Equipment, per pump	Day	53.00
l) Hand Operated Field Probe Equipment	Day	30.00
m) Explosimeter	Day	35.00
n) Gas Analyzer	Day	190.00
o) Flame Ionization Detector	Day	265.00
p) Interface Probe	Day	55.00
q) ATV	Day	53.00
r) Company Truck	Day	95.00
Company Truck (does not include fuel or mileage)	Wk	450.00
s) Hand-Held Field GPS/G15	Day	158.00
t) Laser Level	Day	79.00
u) Spatial Imaging Laser Scanner	Day	525.00
v) Ground Penetrating Radar	Day	250.00
w) Geonics EM-61	Day	525.00
x) Survey Grade GPS Unit	Day	360.00
y) Electric Generator	Day	69.00
z) Slug Test Equipment	Day	210.00
aa) All Weather Key Alike Locks	Ea	20.00
bb) Equipment Trailer	Day	79.00
cc) Fluk Meter/Volt Meter/Loop Calibrator	Day	126.00

UNIT PRICE NOTES:

1. All professional, technical, and support staff time and expenses spent in furtherance of the client's work will be billed. This includes, but is not limited to, proposal, field, travel, research, technical review and reporting, project management, client meeting, and project-specific administrative support.
2. An overtime rate of 1.3 times the regular rate is billed for technical and support staff services for work in excess of 40 hours per week, work between 7:00 p.m. to 5:00 a.m., and work on Saturdays. This overtime rate is increased to 2.0 times the regular rate for work on Sundays and holidays.
3. Unless otherwise agreed to in writing, a monthly interest charge of 18% per annum, will be charged accruing from the date of invoice, on all invoices not paid within 30 days.
4. The unit rates are subject to periodic modification (typically annually). These rate modifications will be incorporated into long-term projects, unless otherwise addressed in the project contract.
5. Litigation Support and Expert Witness services will be charged at a Senior Principal rate of \$250/hour. Deposition and testimony services are charged at 1.5 times the Senior Principal billing rate.

GENERAL EXPENSE NOTES:

1. Rates quoted are for expenses only, equipment purchased on the client's behalf is marked up 25%.
2. Personnel rates are billed separately from general expenses.
3. Standard non-disposable protective outer-wear or equipment damaged or contaminated by site conditions are billed at replacement cost plus 30%.
4. General expense mark-ups may be negotiated based upon contract size and payment terms.
5. The per diem rates set forth above are the standard rates we typically use for our technical staff on projects. We reserve the right to modify these rates in high cost areas.
6. Mileage rate is based on gasoline price of \$3.50 per gallon. A fuel surcharge may be added if a condition beyond Weaver Consultants Group control warrants it.

TESTING AND EQUIPMENT RENTAL NOTES:

1. Rates for testing and equipment not listed above are available on request.
2. Testing and equipment rental costs are negotiable for specific projects and for on-site laboratory programs.
3. Laboratory unit prices cover equipment and labor costs to perform standard test procedures and laboratory reports with normal turn-around times. Non-standard testing requirements, supervisory and project management costs, data evaluation costs, and environmental sample disposal costs are not included in the testing unit prices and are billed separately.
4. Equipment rental rates are for equipment costs only. Transportation, calibration and personnel costs are billed separately.
5. Daily and weekly rates cover a maximum of 10 and 50 hours respectively.
6. SAMPLES WILL NOT BE RETAINED beyond classification and testing unless other arrangements are agreed to in writing. Environmental samples remain the property of the client.

Any modification to this fee schedule requires the written approval of Weaver Consultants Group

These General Terms and Conditions are incorporated by reference into the foregoing Proposal and shall along with the Proposal constitute the agreement (the "Agreement") under which services are to be performed by Weaver Consultants Group North Central, LLC (WCG) for Client. Unless timely accepted without reservation or change by Client, the Proposal shall remain valid for 90 days after which time it shall expire and be deemed revoked.

SECTION 1: SCOPE OF SERVICES

- a. It is understood that the scope of services and time schedule defined in the Proposal are based on the information provided by Client and certain assumptions based upon WCG's experience and Client's representations. If this information is incomplete or inaccurate, or if unexpected site conditions are discovered, the scope of services and time schedule may change, even as the work is in progress.
- b. The scope of services shall include all services provided by WCG in its discretion, which are reasonably necessary and appropriate for the effective and prompt fulfillment of WCG'S obligations under the Agreement and all services shall be subject to the provisions of the Agreement, including these General Terms and Conditions and any Supplemental Terms or Conditions incorporated herein. All such services provided shall be invoiced and paid for in accordance with Section 3 below.
- c. All additional or subsequent work performed for client, shall be subject to these General Terms and Conditions, unless otherwise expressly superseded or modified by mutual written agreement of WCG and Client.

SECTION 2: CLIENT DISCLOSURES

- a. It shall be the duty of the Client before and during the project to promptly notify WCG of any known or suspected hazardous substances which are or may be related to the services to be provided. Such hazardous substances shall include but not be limited to any substance which posed or may pose a present or potential hazard to human health or the environment, whether contained in product, material, by-product, waste or sample and whether it exists in a solid, liquid, semisolid or gaseous form.
- b. Following any disclosure as set forth in the preceding paragraph, or if any hazardous substances are discovered or reasonably suspected by WCG after its services are undertaken, and which WCG determines in its discretion substantially change the costs and risks of the project, then WCG may, at its discretion, discontinue its services.
- c. Client shall timely notify WCG of potential health hazards or nuisances which might arise out of the work by WCG and its contractors and/or subcontractors (hereinafter referred to as subcontractors), and thereafter WCG shall take necessary and reasonable measures to protect its employees against such possible health hazards or nuisances. The reasonable direct costs of such measures shall be borne by the Client.
- d. The Client shall notify WCG of any other conditions, of which Client is or should reasonably be aware of, which might significantly affect the efficiency or safety of work of WCG.

SECTION 3: BILLING AND PAYMENTS

- a. Unless otherwise specifically provided in the Agreement, billings will be based on the fee schedule referenced in the proposal. WCG shall submit invoices monthly for services performed and expenses incurred and not previously billed on

any previous invoice. Payment is due upon receipt. For all amounts unpaid after thirty (30) days of the invoice date Client agrees to pay to WCG a finance charge of one and one-half percent (1 1/2%) per month, eighteen percent (18%) annually, or the legal maximum rate if it is less. The billing rates described in this Agreement may be modified on a periodic basis (typically annually). These modifications will be incorporated into long term projects, unless otherwise addressed in the Proposal.

- b. The Client shall provide WCG with a clear written statement within fifteen (15) days after receipt of the invoice of any objections to the invoice or any portion or element thereof. Failure to provide such a written statement shall constitute acceptance of the invoice as submitted. Only reasonably disputed sums may be withheld from payment. For purposes of this section, Client may only dispute a charge on the basis that the related services were not performed, or that they were performed in a defective manner falling beneath the requisite standard of care. Further, WCG and Client agree to promptly meet, address and resolve invoice disputes.
- c. The Client's obligation to pay for the services performed under this Agreement is in no way contingent upon other events; including but not limited to Client's ability to obtain financing, zoning, approval of governmental or regulatory agencies, final adjudication of a lawsuit in which WCG is not involved, complete a transaction or successfully complete the project. No deduction shall be made from any invoice on account of penalty, liquidated damages or other sums withheld from payment to WCG.
- d. If timely payments are not received, then WCG may commence collection activities. It is agreed that all expenses incurred by WCG in obtaining liens, obtaining judgments or collecting any amounts due under the Agreement including the time of WCG employees, at full billing rates, all associated costs, and reasonable attorney's fees shall be recoverable from the Client.

SECTION 4: RIGHT OF ACCESS

- a. If services to be provided under this Agreement require the agents, employees, or subcontractors of WCG to enter onto the Project site, Client shall provide timely right of access to the site to WCG, its employees, agents and subcontractors, to conduct the planned field observations and services. WCG shall take reasonable precaution to reduce damage to the site due to its operations, but is not responsible for the cost of restoration for any damage resulting from its operations, unless otherwise provided for in the Proposal.

SECTION 5: SAMPLING OR TEST LOCATION

- a. If the scope of services includes performance of soil borings, or other subsurface excavations by WCG, it is understood that the Client will furnish WCG with a diagram indicating the location and boundaries of the site, and all subsurface structures and utilities. WCG reserves the right to deviate a reasonable distance from the proposed boring location(s). Client recognizes that drilling equipment is large and heavy and understands the risk of site damage. At Client's request and cost, WCG will restore the site to the conditions existing prior to WCG operations if practicable. WCG shall not be liable for damage or injury to or resulting from damage to subterranean structures (pipes, tanks, cables, wires or other utilities and subsurface structures, etc.) which are not called to WCG's

attention in writing and correctly shown on the diagram(s) furnished or correctly marked at the site.

- b. Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on sketches are based upon information furnished by others and/or estimates made in the field by our representatives. Such dimensions and elevations should be considered as approximations unless otherwise stated.
- c. This agreement may be terminated by WCG if site conditions prevent soil borings or other subsurface excavations by WCG at or near the designated locations, because of either obstructions or safety considerations, and these conditions were not revealed to WCG prior to acceptance of this Agreement. If, in order to complete borings, or other subsurface excavation, to their designated depths, additional work is necessitated by encountering impenetrable subsurface objects, this and all additional work will be charged for at the appropriate rates in the fee schedule.
- d. Any equipment lost or damaged due to site surface or subsurface conditions, and not due primarily to the negligence of WCG or its subcontractors, will be invoiced at cost plus 15 percent.

SECTION 6: SAMPLES

- a. All materials and samples will be discarded immediately after testing unless the Client advises WCG in writing to the contrary. In such case, the samples will be delivered, shipping charges collected, or stored at owner's expense.
- b. Client shall have the sole responsibility to dispose of any hazardous substance or regulated contaminant whether the result of or a by-product of sampling or not, in accordance with applicable law. Client shall bear all costs and liabilities associated therewith.
- c. Client agrees to indemnify, defend and hold harmless WCG from any claims made or asserted against WCG arising out of or related to collection, storage or disposition of samples or materials alleging a failure to comply with any Federal, State or local environmental law, regulation or ordinance.

SECTION 7: REPORTS AND OWNERSHIP OF DOCUMENTS

- a. With the exception of WCG reports to Client, all documents, including field data, field notes, laboratory test data, calculations and estimates are and remain the property of WCG. Client agrees that all reports and other work furnished to the Client but not paid for in full will be returned to WCG upon demand and will not be used for design, construction, permits, licensing, or any other purpose.
- b. Documents, including but not limited to, technical reports, field data, field notes, laboratory test data, calculations, and estimates furnished to the Client or its agency pursuant to this agreement are not intended or represented to be suitable for use by third parties or reuse by the Client or to the extensions of the Project or on any other project. Any use or reuse without WCG's written consent will be at Client's sole risk and without liability or legal exposure to WCG or to WCG's subcontractor(s). Client shall indemnify and hold harmless WCG and WCG's subcontractor(s) from all claims, damages,

losses and expenses including attorneys' fees arising out of or resulting therefrom.

SECTION 8: INDEMNITY PROVISIONS

- a. WCG agrees to indemnify, hold harmless, and defend Client from and against any loss, damage, injury, claim, and liability arising from and to the extent caused by the negligent acts or omissions of WCG, its agents and subcontractors, but subject to the limitations of liability set forth in Section 11 of this Agreement. Further, Client agrees to indemnify, hold harmless, and defend WCG against any loss, damage, injury, claim or liability not caused by or arising from the acts or omissions of WCG.
- b. Client hereby waives all claims for indemnity and contribution (and related theories) for claims which are otherwise covered (or would be ordinarily covered) when made directly to WCG or its subcontractors under Worker's Compensation insurance provided by WCG or its subcontractors.

SECTION 9: STANDARD OF CARE

- a. WCG represents that the services performed under this Agreement will be performed with the care and skill ordinarily exercised by reputable members of the profession practicing under similar conditions at the same time in the same or similar locality.
- b. Client recognizes that subsurface conditions may vary from those encountered at the locations where the borings, surveys, or explorations are made by WCG and that the data interpretations and recommendations of WCG's personnel are based solely on the information provided to WCG. WCG will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.
- c. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE OR INTENDED BY RENDITION OF CONSULTING SERVICES OR BY FURNISHING ORAL OR WRITTEN REPORTS OF THE FINDINGS MADE.

SECTION 10: INSURANCE

- a. WCG represents that it and its agents, consultants, and subcontractors employed by it, have procured Worker's Compensation insurance and that WCG has coverage under liability insurance policies which WCG deems reasonable and adequate. WCG shall furnish certificates of insurance upon request. If the Client requests specific inclusions or limits of coverage that are not present in WCG's insurance, the cost of such inclusions or coverage increases, if available, shall be at the expense of the Client.

SECTION 11: LIMITATIONS OF LIABILITY

- a. IT IS AGREED THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT WILL LIMIT WCG'S TOTAL AGGREGATE LIABILITY TO CLIENT TO \$50,000 OR THE AMOUNT OF WCG'S FEE WHICH HAS BEEN ACTUALLY PAID TO AND RECEIVED BY WCG, WHICHEVER IS LESS, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES EXPENSES OR CLAIM EXPENSES (INCLUDING ATTORNEY'S AND EXPERT WITNESS FEES) ARISING OUT OF THIS AGREEMENT OR THE SERVICES TO BE PERFORMED PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO, WCG'S

NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, STATUTORY LIABILITY, BREACH OF WARRANTY, NEGLIGENT MISREPRESENTATIONS, ENVIRONMENTAL LIABILITY OR OTHER ACTS GIVING RISE TO LIABILITY BASED UPON CONTRACT, TORT OR STATUTE. IT IS EXPRESSLY AGREED THAT THE REMEDY STATED HEREIN IS THE CLIENT'S EXCLUSIVE AND SOLE REMEDY FOR ANY DAMAGE(S) ARISING OUT OF THIS AGREEMENT OR SERVICES TO BE PERFORMED PURSUANT TO THIS AGREEMENT.

- b. WCG will increase our limitation of liability up to the limits of our available insurance coverage or otherwise to \$100,000, whichever is greater, upon client's written request, and for the additional consideration of \$500. Said request and payment must be received within 14 days of the date of execution of the Proposal and be before any claim arises.
- c. The Client further agrees to notify any contractors or subcontractors who may perform work in connection with any design, report or study prepared by WCG of such limitation of liability for breach of contract, errors, omissions or negligence and require as a condition precedent to their performing their work a like limitation of liability on their part as against WCG.
- d. The Client and WCG agree that neither will be liable to the other for consequential damages incurred due to the fault of the other. Said damages include, but are not limited to, loss of use and lost profits.
- e. With the exception of actions pertaining to material men or mechanic's liens, and if lawful, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run on the date the alleged act or failure to act occurred.
- f. Notwithstanding the above, all claims, whether based upon contract, tort, breach of warranty, professional negligence (including errors, omissions or other professional acts), or otherwise, shall be deemed waived unless made by the Client in writing and received by WCG within one (1) year after Client reasonably knew or should have known of its existence, but in no event, shall such claim be asserted by Client later than two (2) years after WCG's completion of services with respect to which the claim is made.

SECTION 12: ARBITRATION OF DISPUTES

- a. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration rules of the American Arbitration Association currently in effect, such arbitration to be held in Chicago, Illinois, unless the parties mutually agree otherwise.
- b. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceeding based on such claim, dispute or other matter in question would be barred by applicable statutes of limitations subject to Section 10(e) above.

- c. No arbitration arising out of our relating to this Agreement shall include, by consolidation, joined or in any other manner, an additional person or entity not a party to this Agreement except by written consent of WCG, Client and any other person or entity sought to be joined.
- d. The award tendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

SECTION 13: TERMINATION

- a. This Agreement may be terminated by either party upon at least seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in written notice.
- b. WCG may terminate this Agreement if the Client suspends WCG's services for more than sixty (60) consecutive days through no fault of WCG's.
- c. This Agreement may be terminated without cause by either party upon at least sixty (60) days' written notice.
- d. If this Agreement is terminated, WCG shall be paid for services performed prior to the termination date set forth in the notice plus termination expenses. Termination expenses shall include costs attributable to personnel and equipment rescheduling and re-assignment and all other costs incurred directly attributable to termination.

SECTION 14: MISCELLANEOUS

- a. In the event that any provision (or portion thereof) herein shall be deemed invalid or unenforceable, the other provisions hereto shall remain in full force and effect, and binding upon the parties hereto. In such event, the provisions found to be invalid shall be deemed to be reformed so that the intent of such provision will be enforced to the maximum extent permitted by applicable law.
- b. The heading or title of a section is provided for convenience and information and shall not serve to alter or affect the provisions included herein.
- c. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and WCG shall survive the completion of services and the termination of the Agreement.
- d. Unless otherwise provided, the substantial law of the State of Indiana will govern the validity of this agreement, its interpretation and performance, and remedies for contract breach or any other claims related to this agreement.
- e. WCG shall apply professional judgment in determining the extent to which WCG shall comply with any given standard identified in WCG's documents. Unless otherwise indicated, such compliance, referred to as "General Compliance" specifically excludes consideration of any standard listed as a reference in the text of those standards cited by WCG.
- f. Unless specifically stated in WCG's Proposal, it is understood the costs for implementation of the work are based on privately owned projects utilizing merit (non-union) wages and employees. Government funded or publicly owned projects that require prevailing wages will have specific fees identified

in the Proposal. Any job action, strike, or other requirement to use union represented employees will require renegotiation of the costs for performing the work.

- g. In the event that WCG borrows or uses equipment or machinery, including but not limited to stationary, mobile and non-road mobile equipment, from the Client, it is agreed that the equipment is being rented for the sum of \$1.00 and other considerations unless a specific rental agreement is executed by the parties.
- h. This Agreement may be assigned by WCG to an affiliate company, in whole or in part. WCG may also retain persons or entities not in WCG's employ without Client's prior specific consent when such retention is appropriate and customary, including, but not necessarily being limited to, surveyors, drilling subcontractors, testing laboratories, remediation contractors, and specialized consultants. Client shall not assign its duties and obligations hereunder without the prior written consent of WCG.