


Municipality	LOCAL AGENCY	 Illinois Department of Transportation	CONSULTANT	Name Stanley Consultants
Township				Address 8501 W. Higgins Road, Ste 730
County Lake County – Division of Transportation		Preliminary Engineering Services Agreement For Non-Motor Fuel Tax Funds		City Chicago
Section 14-00095-17-CH				State IL, 60631

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

Section Description

Name Hunt Club Road (CH 29) at IL Route 132, Intersection Improvements

Route CH 29 Length 0.95 Mi. 5000 FT (Structure No. N/A)

Termini Hunt Club Rd: Dada Dr to Westbrook Ln IL 132: Walmart Entrance to Gurnee Mills Circle West

Description:

This project will include safety improvements such as intersection channelization and pedestrian accommodations.

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 and** 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 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 \$705,931.53

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

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

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

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 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 quintuplicate 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

(Municipality/Township/County)

of the

State of Illinois, acting by and through its

County Board

By

Title

Chairman of the County Board

RECOMMENDED FOR EXECUTION

Shane E. Schneider, 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

Introduction

The intersection of Hunt Club Road and IL Route 132 (Grand Avenue) improvements will include the addition of turn lanes to improve safety. The project will include design engineering services for the intersection improvements. The major scope items will include:

- Roadway improvement plans
- Maintenance of traffic Plans
- Traffic signal design and plans
- Lighting design and plans
- Drainage design and plans
- Median landscaping plans
- Permits
- Quantities, cost estimates and specifications
- Plats and Legals
- ROW appraisal and negotiations

In addition, Stanley Consultants will assist with the following:

- Develop landscaping design and plans for the concrete median between Dada Drive and Grand Avenue
- Prepare for and attend one public meeting
- Assist during construction to address Request for Information (RFI's), conduct shop drawing review of the junction chamber, and attend two field meeting.

We propose the following scope of services. Stanley Consultants is referred to as CONSULTANT in the scope.

I. Data Collection

CONSULTANT will utilize data collected during Phase I and collect additional information as necessary.

A. Field Checks

Two site visits are included to review the project site and conduct plan review.

B. Utility Atlases

A JULIE design stage utility locate will be processed to request atlases from utility companies. The utilities will be drawn in CADD. ASE will survey the field locates and draw them in CADD.

C. Topographic Survey

Additional topographic survey may be necessary to locate features to complete detailed design. Topographic survey will be conducted by American Surveying and Engineering (ASE). See attached scope.

Scope of Services

II. Environmental Studies

The environmental studies will include conducting a Preliminary Site Investigation (PSI) and CCDD testing. The services will be provided by Huff and Huff, Inc. See attached scope.

III. Median Landscaping Preliminary Design

The concrete barrier median on Hunt Club Road (south of Grand Avenue) between the streets of Dada Drive and Grand Hunt Drive (existing) and Grand Hunt Drive and Grand Avenue (proposed) will be designed to include landscaping and streetscaping elements. The preliminary design will include review of alternatives and preparation of concept drawings. Plant materials taking into consideration site triangles, plant material preferences of the County and Village of Gurnee, mulch specifications, hardscape materials and other relevant materials and construction details will be presented. Two color renderings, 2D, will be prepared for review. The rendering will be presented to the County and the Village of Gurnee for review.

IV. Right-of-Way (ROW) Acquisition

A. Plats and Legals

ASE will conduct necessary research and prepare documents. See attached scope.

B. Appraisals and Negotiations

Santacruz Land Acquisitions will assist with the ROW acquisition. See attached scope.

V. Contract Documents

The contract documents will include:

- A. Lighting Analysis and Submittals
- B. Plan Preparation
- C. Permits
- D. Cost Estimate
- E. Specifications
- F. Estimate of Time

The contract documents will be prepared in three stages as follows

- Preliminary – 60%
- Prefinal – 90%
- Final – 100%

A. Lighting Analysis and Submittals

The lighting analysis will be conducted using AGI32 software for temporary and proposed lighting layout. The submittal will follow IDOT requirements and will involve three submittals.

B. Plan Preparation

The plans will be prepared according to Lake County Division of Transportation Plan Preparation Guidelines (<http://www.lakecountyil.gov/3870/Consultant-Resources>).

Scope of Services

Complete traffic signal plans are anticipated at the IL Route 132 intersection. Signal plans will include cable plans for temporary traffic signals. Pedestrian signals and push buttons are anticipated at three intersections. Signal interconnect, temporary and permanent, plans will be prepared.

A junction chamber is proposed in the southwest corner of the intersection. It will include design of the junction chamber and preparation of plans.

A summary of anticipated sheets is as follows:

	Description	Sheets
1	Cover Sheet	1
2	General Notes	3
3	Summary of Quantities	2
4	Typical Sections	4
5	Quantity Schedules	6
6	Alignment, Ties & Benchmarks	2
7	Plan & Profile (1"=30')	5
8	Removal Plan (1"=30')	3
9	Traffic Control Plan (1"=50')	
	<i>Staging Notes & Typical Sections</i>	4
	<i>Pre-stage</i>	2
	<i>Stage 1</i>	2
	<i>Stage 2</i>	2
	<i>Detail Sheet</i>	1
10	Erosion Control Plan (1"=50')	
	<i>Notes</i>	1
	<i>Pre-stage</i>	2
	<i>Stage 1</i>	2
	<i>Stage 2</i>	2
11	Pavement Marking & Landscaping Plan (1"=50')	2
12	Median Landscaping Plan	2
13	Traffic Signal Plans (1"=50')	
	<i>Signal Installation</i>	1
	<i>Cable Plan</i>	1
	<i>Temp Signal Plan</i>	2
	<i>Temp Cable Plan</i>	1
	<i>Signal Interconnect Plan</i>	1
	<i>Interconnect Schematic</i>	1
	<i>Temp Signal Interconnect Plan</i>	1
	<i>Temp Interconnect Schematic</i>	1
	<i>Mast Arm Sign Sheet</i>	1
	<i>Standard Details</i>	6
	<i>Signal Installation</i>	3
	<i>Cable Plan</i>	3
	<i>PASSAGE Network Detail</i>	4
14	Lighting Plan (1"=50')	
	<i>Temporary Lighting Plans</i>	2
	<i>Temporary Lighting System Schematic</i>	1

Scope of Services

	Description	Sheets
	<i>Permanent Lighting Plans</i>	2
	<i>Permanent Lighting System Schematic</i>	1
	<i>Lighting Details</i>	1
	<i>Controller Detail</i>	1
15	Structural Plans	2
16	Miscellaneous Design Details	2
17	Intersection Paving Plan (1"=15')	
	<i>IL Route 132 at Grand Hunt Center</i>	1
	<i>Hunt Club Rd at IL Route 132</i>	1
	<i>IL Route 132 at Gurnee Mill Circle W</i>	1
18	Sidewalk Detail Sheet (1"=5')	
	<i>Hunt Club Road at IL Route 132</i>	2
	<i>Hunt Club Road at Grand Hunt Drive</i>	2
	<i>Hunt Club Road at Westbrook Lane</i>	1
	<i>IL Route 132 at Grand Hunt Center</i>	2
	<i>IL Route 132 at Gurnee Mill Circle W</i>	2
19	Hunt Club Road Sidewalk Construction	1
20	Cross sections (every 50')	38
21	Standard Details	78
	Total	215

C. Permits

As the project may disturb more than one acre, an NPDES permit may be required. The preparation of the SWPPP is included in the preparation of the NPDES permit. The task will include preparation of a PESA response form. A Lake County Stormwater Management Commission (SMC) permit may be necessary.

D. Cost Estimate

Construction Estimate of Cost will be prepared using form BLR 11510 using current bid tabs for projects of similar size. A cost breakdown of lump-sum items and a breakdown for municipal participation on relevant items will be prepared.

E. Specifications

Specifications including Local Roads and Streets and BDE Special Provisions will be prepared. Additional special provisions provided by the County will be included.

F. Estimate of Time Required

The Estimate of Time will be prepared using form BDE 220A.

A disposition of comments will be prepared after each submittal for comments provided by the County and IDOT.

Scope of Services

VI. Meetings and Coordination

1. Meetings

It is anticipated that there will be a kick-off meeting, two meetings with IDOT, two meetings with the Village of Gurnee and three plan review meetings with the County. The time to complete minutes is included in the time per meeting.

2. Stakeholder Coordination

Two meetings are included to coordinate with stakeholders.

3. ComEd Coordination

Two meetings will be attended with utilities to discuss conflicts including ComEd to discuss power source for traffic signals and roadway lighting.

4. Coordination with Subconsultants

The CONSULTANT will coordinate with subconsultants ASE, Huff and Huff, Inc. and Santacruz Land Acquisition during the duration of the project.

VII. Public Meeting

One public meeting will be conducted before the construction to present improvement details, construction schedule and construction staging. The public meeting will be held at the Woodland Intermediate School. The scope for preparing and conducting one public meeting will include:

- The CONSULTANT will prepare the invitation, postcards, advertising, meeting handout, display exhibits, and powerpoint presentation. The mailing lists prepared during the Phase I will be used for the invitation.
- The postcards will be hand delivered to the businesses.
- The CONSULTANT will attend a dry run for the public meeting, attend the public meeting and answer questions
- The CONSULTANT will prepare a public meeting summary of comments.

VIII. Phase III Assistance

The CONSULTANT will assist during construction to address Request for Information (RFI's), conduct shop drawing review of the junction chamber, and attend two field meeting.

IX. Project Management

The task will include managing the project budget and schedule and preparing invoices. The CONSULTANT will submit an invoice once a month.

Items excluded from scope

- PSI for IL Route 132 to be provided by IDOT.

FIXED RAISES **COST PLUS FIXED FEE**

FIRM NAME Stanley Consultants
 PRIME/SUPPLEMENT Prime

DATE 09/14/17
 PTB NO. _____

CONTRACT TERM 15 MONTHS
 START DATE 11/1/2017
 RAISE DATE 4/1/2018

OVERHEAD RATE 169.45%
 COMPLEXITY FACTOR _____
 % OF RAISE 3.00%

ESCALATION PER YEAR

11/1/2017 - 4/1/2018

4/2/2018 - 2/1/2019

5
15

10
15

= 33.33%
 = 1.0200

68.67%

The total escalation for this project would be:

2.00%

PAYROLL RATES

FIRM NAME Stanley Consultants DATE 09/14/17
 PRIME/SUPPLEMENT Prime
 Project Hunt Club Rd at IL Route 132

ESCALATION FACTOR 2.00%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Project Principal	\$70.00	\$70.00
Engineering Grp Manager	\$70.00	\$70.00
Department Manager	\$60.00	\$61.20
Senior Engineer	\$55.49	\$56.60
Engineer	\$38.76	\$39.54
Engineer Intern II	\$34.66	\$35.35
Engineer Intern I	\$30.12	\$30.72
Sr Resident Project Rep	\$59.29	\$60.48
Resident Project Rep	\$45.77	\$46.69
Sr Construction Observer	\$37.01	\$37.75
Construction Observer	\$25.49	\$26.00
CAD/ Graphics Manager	\$51.77	\$52.81
Designer	\$42.64	\$43.49
Associate Designer	\$33.63	\$34.30
Sr Admin Assistant	\$24.50	\$24.99
Admin Assisstant	\$23.62	\$24.09
Admin Services Manager	\$33.72	\$34.39

Subconsultants

FIRM NAME

Stanley Consultants

DATE

09/14/17

PRIME/SUPPLEMENT

Prime

PSB NO.

Name	Direct Labor Total	Contribution to Prime Consultant
American Surveying and Engineering	87,627.43	0.00
Santacruz Land Acquisitions	176,500.00	0.00
Huff and Huff, Inc.	20,192.09	0.00
Total	284,319.52	0.00

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

FIRM
Project
PRIME/SUPPLEMENT

Stanley Consultants
Hunt Club Rd at IL Route 132
Prime

**OVERHEAD RATE
COMPLEXITY FACTOR**

$$\begin{array}{r} 1.6945 \\ \hline 0 \end{array}$$

DATE **09/14/17**

DBE DROP BOX	ITEM	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENF	IN-HOUSE DIRECT COSTS	FIXED FEE	Outside Direct Costs	SERVICES BY OTHERS	DBE TOTAL	TOTAL	% OF GRAND TOTAL
		(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(B-G)	
	Data Collection	40	1,923.68	3,259.67	71.00	711.76				5,966.11	0.85%
	Right-of-Way Acquisition	32	1,884.80	3,193.79	0.00	697.37		246,336.29	246,336.29	252,112.25	35.71%
	Contract Documents	2578	115,034.91	194,926.65	631.00	42,562.92		17,791.14	17,791.14	370,946.61	52.55%
	Meetings and Coordination	108	6,117.37	10,365.88	425.00	2,263.43				19,171.68	2.72%
	Project Management	75	3,757.17	6,366.52	8.00	1,390.15				11,521.85	1.63%
	Environmental Studies	8	471.20	798.45		174.34		20,192.09		21,636.08	3.06%
	Median Landscaping Prelim	36	1,842.02	3,121.30		681.55				5,644.86	0.80%
	Public Meeting	88	4,511.93	7,645.46	100.00	1,669.41				13,926.81	1.97%
	Phase III Assistance	28	1,610.47	2,728.94	70.00	595.87				5,005.28	0.71%
	Subconsultant DL					0.00				0.00	0.00%
	TOTALS	2993	137,153.53	232,406.66	1,305.00	50,746.81	0.00	284,319.52	264,127.43	705,931.53	100.00%

DBE 37.42%

AVERAGE HOURLY PROJECT RATES

FIRM Stanley Consultants
PSB _____
PRIME/SUPPLEMENT Prime

DATE 09/14/17

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Data Collection			Right-of-Way Acquisition			Contract Documents			Meetings and Coordination			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
Project Principal	70.00	0																	
Engineering Grp Manager	70.00	55	1.84%	1.29							55	2.13%	1.49						
Department Manager	61.20	552	18.44%	11.29	12	30.00%	18.36	16	50.00%	30.60	371	14.39%	8.81	46	42.59%	26.07	52	69.33%	42.43
Senior Engineer	56.60	796	26.60%	15.05	12	30.00%	16.98	16	50.00%	28.30	653	25.33%	14.34	54	50.00%	28.30			
Engineer	39.54	57	1.90%	0.75							43	1.67%	0.66						
Engineer Intern II	35.35	126	4.21%	1.49	4	10.00%	3.54				106	4.11%	1.45						
Engineer Intern I	30.72	1010	33.75%	10.37	12	30.00%	9.22				990	38.40%	11.80	8	7.41%	2.28			
Sr Resident Project Rep	60.48	0																	
Resident Project Rep	46.69	0																	
Sr Construction Observer	37.75	0																	
Construction Observer	26.00	0																	
CAD/ Graphics Manager	52.81	0																	
Designer	43.49	368	12.30%	5.35							360	13.96%	6.07						
Associate Designer	34.30	0																	
Sr Admin Assistant	24.99	29	0.97%	0.24													23	30.67%	7.66
Admin Assisstant	24.09	0																	
Admin Services Manager	34.39	0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
TOTALS		2993	100%	\$45.82	40	100.00%	\$48.09	32	100%	\$58.90	2578	100%	\$44.62	108	100%	\$56.64	75	100%	\$50.10

FIRM	<u>Stanley Consultants</u>
PSB	<u> </u>
PRIME/SUPPLEMENT	<u>Prime</u>

SHEET 2 OF 2

Page 6 of 6
Printed 9/14/2017 10:42 AM

BDE 3608 Template
(Rev. 01/12/17)

Hunt Club Road at IL Route 132

Lake County Division of Transportation

Estimate of Manhours

Task	SubTask	Notes	Sub-Total (Hrs)	Sub-Sub (Hrs)	Sonar	Decker	Eshleman	Grau	Phillips	Frank	Hamilton	Delves	Grass	Dalton	Admin	Powell (LA)	Schultz (LA)	Direct Cost (\$)
I	Data Collection		40															71
	Field Checks	2 site visits, 3 engineers, 4 hrs / visit		24		8		4				4	8					
	Utility Atlases			8				4					4					
	Pick-up Survey	Coordinate survey and incorporate		8		4		4										
					0	12	0	12	0	0	0	4	12	0	0	0	0	
II	Environmental Studies		8															0
	PSI and CCDD	by Huff and Huff		8		4		4										
					0	4	0	4	0	0	0	0	0	0	0	0	0	
III	Median Landscape Preliminary Design		36															0
	Preliminary design	2 median, 16 hours / median including renderings		36		2		2								20	12	
					0	2	0	2	0	0	0	0	0	0	0	20	12	
IV	Right-of-Way Acquisition		32															0
	Plats and Legals			16		8		8										
	Appraisal and Negotiation			16		8		8										
					0	16	0	16	0	0	0	0	0	0	0	0	0	
V	Contract Documents (See tab)		2578															631
	Lighting Analysis & Submittals			136	24	4		40					60	8				
	Plan Preparation			2298	56	272	4	532	40	24	20	86	880	336		48		
	Permits	SMC (16), SWPPP (24), Special Waste (8) & IDOT (8)		56		4		4		2		16	14	16				
	Cost Estimate			40		4		16	1	1		2	16					
	Specifications			40	2	4		12	2	1	1	2	16					
	Estimate of Time			8		1		1			2		4					
					82	289	4	605	43	28	23	106	990	360	0	48	0	

Hunt Club Road at IL Route 132

Lake County Division of Transportation

Estimate of Manhours

Task	SubTask	Notes	Sub-Total (Hrs)	Sub-Sub (Hrs)	Sonar	Decker	Eshleman	Grau	Phillips	Frank	Hamilton	Delves	Grass	Dalton	Admin	Powell (LA)	Schultz (LA)	Direct Cost (\$)
VI	Meetings and Coordination		108															425
	Meetings	kick-off, 2 IDOT, 3 County, 2 Gurnee-4 hrs/meeting, 2 staff	64	4	28		32											
	Stakeholder Coordination	2 meetings, 4 hrs/meeting, 2 staff	16		8		8											
	Utility Coordination	2 meetings for utility, signal & lighting-4 hrs/meeting, 2 staff	16				8						8					
	Subconsultant Coordination	4 hrs / subconsultant - 3 subs	12		6		6											
				4	42	0	54	0	0	0	0	0	8	0	0	0	0	
VII	Public Meeting		88															100
	Preparation of material	(Use Phase I template)																
	Postcard / Advertisement		8	2	2		2								2			
	Handout		8	2	2		2								2			
	Exhibit boards, 3		24	2	2		2						8	8	2			
	Powerpoint Presentation		8		4		4											
	Deliver postcards		8										8					
	Attend dry-run	1 meeting, 4 hrs/meeting, 2 staff	8		4		4											
	Public meeting and minutes	1 meeting, 8 hrs/meeting, 3 staff	24	8	8		8											
				14	22	0	22	0	0	0	0	0	16	8	6	0	0	
VIII	Phase III Assistance		28															70
	Request for Information (RFI)	2 hrs/month for 9 months	18		9		9											
	Shop drawing review	Junction Chamber ONLY	2					2										
	Field meetings	2 meeting, 4hrs/meeting, 1 staff	8		4		4											
				0	13	0	13	2	0	0	0	0	0	0	0	0	0	
IX	Project Management		75															8
	Project Management	Budget & schedule monitoring, 2 hrs/month	30		30													
	Administration	Admin and Invoicing, 3 hrs / month	45		22										23			
				0	52	0	0	0	0	0	0	0	0	0	23	0	0	
				0	52	0	0	0	0	0	0	0	0	0	23	0	0	1304
	SUBTOTAL		2993	100	452	4	728	45	28	23	110	1026	368	29	68	12		
				3.3%	15.1%	0.1%	24.3%	1.5%	0.9%	0.8%	3.7%	34.3%	12.3%	1.0%	2.3%	0.4%		

Hunt Club Road at IL Route 132

Lake County Division of Transportation

In-house Direct Costs

Task	SubTask	Notes	Sub-Total (\$)	\$	Comment
I	Data Collection		71		
	Mileage	2 trips, 65 miles roundtrip @ \$0.535/mile		70	
	Printing	10 sheets 11x17 B&W @ \$0.13/sheet		1	
V	Contract Documents (See tab)		631		
	Mileage	None		0	
	Printing				
	Specs	3x50 sheets 8.5x11 B&W @ \$0.10/sheet x 3 copies	45		3 submittals, County, Village and IDOT
	Plans	3x215 sheets 11x17 B&W @ \$0.13/sheet x 3 copies	252		3 submittals, County, Village and IDOT
	Plans	3x215 sheets 22x34 B&W @ \$0.25/sheet x 2 copies	323		3 submittals, Village and IDOT
	Permits	3x20 sheets 8.5x11 B&W @ \$0.10/sheet x 2 copies	12		3 permits, 2 copies
VI	Meetings and Coordination		425		
	Mileage	9 trips, 65 miles roundtrip @ \$0.535/mile		313	
	Printing	8x3 sheets 8.5x11 B&W @ \$0.10/sheet		2	
		4x10 sheets 11x17 Color @ \$0.25/sheet		10	
		4x5 sheets 22x34 Color @ \$5.0/sheet		100	
VII	Public Meeting		100		
	Mileage	2 trips, 65 miles roundtrip @ \$0.535/mile		70	
	Printing	3 boards, 2 meetings, \$5/board		30	
VIII	Phase III Assistance		70		
	Mileage	2 trips, 65 miles roundtrip @ \$0.535/mile		70	
	Printing	None		0	

Hunt Club Road at IL Route 132

Lake County Division of Transportation

In-house Direct Costs

Task SubTask		Notes	Sub-Total (\$)	\$	Comment
IX	Project Management		8		
	Mileage	None		0	
	Printing	15 invoices at 5 shtsx1 copy 8.5x11 B&W @ \$0.10/sheet		8	
TOTAL			\$1,305		

Hunt Club Road at IL Route 132

Lake County Division of Transportation

Total Sheet Hours

Project Length

Hunt Club Road

1,842

feet

IL Route 132

1,786

feet

of Intersections

5

	Description	Sheets	Hours/sht	Total	Comment
1	Cover Sheet	1	8	8	
2	General Notes	3	4	12	LCDOT to provide template and notes
3	Summary of Quantities	2	12	24	
4	Typical Sections	4	8	32	1 sheet for Existing Typical, 1 sheet for Proposed Typical per roadway
5	Quantity Schedules	6	16	96	
6	Alignment, Ties & Benchmarks	2	16	32	1 plan sheets, 1 sheet for ties, alignment tables, benchmark
7	Plan & Profile (1"=30')	5	60	300	Includes inlet spacing calcs, pipe sizing and sewer profiles
8	Removal Plan (1"=30')	3	24	72	Double plan view
9	Traffic Control Plan (1"=50')				
	Staging Notes & Typical Sections	4	16	64	
	Pre-stage	2	28	56	
	Stage 1	2	32	64	
	Stage 2	2	32	64	
	Detail Sheet	1	24	24	Lateral storm sewer construction
10	Erosion Control Plan (1"=50')				
	Notes	1	8	8	LCDOT to provide template and notes
	Pre-stage	2	12	24	
	Stage 1	2	12	24	
	Stage 2	2	12	24	
11	Pavement Marking & Landscaping Plan (1"=50')	2	24	48	Double plan view
12	Median Landscaping Plan	2	24	48	
13	Traffic Signal Plans (1"=50')				
	Signal Installation	1	32	32	Hunt Club Rd at IL Route 132
	Cable Plan	1	20	20	
	Temp Signal Plan	2	20	40	
	Temp Cable Plan	1	16	16	
	Signal Interconnect Plan	1	24	24	
	Interconnect Schematic	1	16	16	
	Temp Signal Interconnect Plan	1	24	24	
	Temp Interconnect Schematic	1	16	16	
	Mast Arm Sign Sheet	1	12	12	
	Standard Details	6	1	6	
	Signal Installation	3	16	48	Ped signal only
	Cable Plan	3	12	36	Ped signal only
	PASSAGE Network Detail	4	0.5	2	By Lake County
14	Lighting Plan (1"=50')			0	Hunt Club Rd at IL Route 132
	Temporary Lighting Plans	2	24	48	
	Temporary Lighting System Schematic	1	16	16	
	Permanent Lighting Plans	2	24	48	
	Permanent Lighting System Schematic	1	16	16	
	Lighting Details	1	16	16	
	Controller Detail	1	16	16	
15	Structural Plans	2	30	60	Proposed junction chamber

Hunt Club Road at IL Route 132

Lake County Division of Transportation

Total Sheet Hours

Project Length

Hunt Club Road

1,842

feet

IL Route 132

1,786

feet

of Intersections

5

	Description	Sheets	Hours/sht	Total	Comment
16	Miscellaneous Design Details	2	24	48	
17	Intersection Paving Plan (1"=15')				
	IL Route 132 at Grand Hunt Center	1	40	40	
	Hunt Club Rd at IL Route 132	1	40	40	
	IL Route 132 at Gurnee Mill Circle W	1	40	40	
18	Sidewalk Detail Sheet (1"=5')				2 corners per sheet
	Hunt Club Road at IL Route 132	2	2	4	
	Hunt Club Road at Grand Hunt Drive	2	2	4	
	Hunt Club Road at Westbrook Lane	1	2	2	
	IL Route 132 at Grand Hunt Center	2	2	4	
	IL Route 132 at Gurnee Mill Circle W	2	2	4	
19	Hunt Club Road Sidewalk Construction	1	24	24	
20	Cross sections (every 50')	38	14	532	Assume 2 cross sections per sheet
21	Standard Details	78	0.25	19.5	

215

Total

2298

Avg hours per sheet

11

Hunt Club Road at IL Route 132

Lake County Division of Transportation

Intersection Lighting Analysis and Submittals

Description		
Lighting Analysis		80
Temporary	40	
Proposed	40	
Submittals		56
25% Initial Submittal - Photometric Calculations	24	
75% Preliminary - Photometrics, Voltage Drop, controller, schematic	16	
95% Pre-Final - Address comments	8	
100% Final	8	
SUBTOTALS =		136



Scope of Work

PROJECT SUMMARY

Project Name: Phase II at Hunt Club Road

ASE Proposal No.: 215201.2

Owner: Lake County

Date: September 14, 2017

Agent: Stanley

Project Description – Pick-up Survey and Land Acquisition Survey Services for Phase II Design Engineering Services.

Project Location – The project is located at Hunt Club Road at Grand Avenue in Lake County, IL.

GENERAL CONDITIONS AND SCOPE ASSUMPTIONS

1. All professional services will be performed to appropriate Minimum Standards of practice and Section 1270.56, Minimum Standards of Practice for surveys in Illinois; Plats and Legal descriptions will be performed to Illinois Department of Transportation's District 1 Land Acquisition standards. ASE will also meet LCDOT Plat Guidelines where they do not conflict with the IDOT standards noted above.
2. All previous and relevant survey information such as previous horizontal survey control, Right-of-Way plans, construction plans, and plats of highway will be furnished to ASE, at no cost, prior to commencement of the work.
3. Owner/Agent will provide a Letter of Introduction to facilitate field operations.
4. Hazardous Waste sites designated "Class D" or greater will not be entered unless provided for otherwise in the Scope of Work Tasks.
5. American Surveying & Engineering is not signatory to any organized labor agreements. We will not provide services in any capacity where labor disputes may exist. We will not be responsible for costs or delays associated with labor disputes relevant to work on this project.
6. Field work performed on this project is subject to the vagaries of weather. In the event weather impairs our ability to perform any specified professional services, we will contact the Owner/Agent to determine changes in schedule or cost. No additional work will be performed until the owner/agent has reviewed and approved a revised cost or schedule.
7. Work will commence within ten (10) working days thereafter. Further, that work will continue in an uninterrupted manner until 60 days after Title Commitments have been received.
8. This Scope of Work shall become part of the contract between Owner/Agent and ASE.
9. Manholes or other confined spaces (as defined by OSHA) will not be entered or cleaned. Invert elevation, pipe size/type were obtained from surface level and should be used as a check on plan information only. For design purposes field verification by below grade examination (SUE) should be performed. ASE will not be responsible for opening or accessing structures with large, locked or otherwise inaccessible covers.

10. The proposal assumes 18 parcels (PINs) will be impacted by permanent or temporary easements. Those parcels (PINs) are listed below with the type of easement expected.
- a. PIN 07-16-101-026: TE
 - b. PIN 07-16-101-023: TE
 - c. PIN 07-16-101-044: TE
 - d. PIN 07-16-101-015: TE
 - e. PIN 07-16-100-002: PE & TE
 - f. PIN 07-16-103-043: PE & TE
 - g. PIN 07-16-103-003: PE & TE
 - h. PIN 07-17-202-021: PE & TE
 - i. PIN 07-17-202-002: PE & TE
 - j. PIN 07-17-202-004: PE & TE
 - k. PIN 07-17-202-011: PE & TE
 - l. PIN 07-17-202-006: PE & TE
 - m. PIN 07-17-202-007: TE
 - n. PIN 07-17-202-008: TE
 - o. PIN 07-17-202-012: TE
 - p. PIN 07-17-202-013: TE
 - q. PIN 07-09-301-023: TE
 - r. PIN 07-08-401-006: TE
 - s. Assume an additional Two PIN's will be affected with four additional property takes beyond those identified above.

PROPOSED TASKS

- 1. Administration
 - 1.1. Meetings with Owner or Agent, including in-house meetings. Progress reports, scheduling, invoicing and other project administrative tasks.
 - 1.2. Technical direction of staff and
 - 1.3. Project Management, resource coordination,
- 2. Document Compilation
 - 2.1. Obtain relevant project documents from Owner/Agent.
 - 2.2. Compile, review and index information
 - 2.3. Prepare compiled information for field and office tasks.
- 3. Horizontal and Vertical Control
 - 3.1. Recovery and verification of existing project control.
 - 3.2. Densification of control.
 - 3.3. Analyze, process and adjust control.
- 4. Pick-up Survey
 - 4.1. Perform Pick-Up Survey including marked utilities as Directed (Assume 40 hours of field time).
 - 4.2. Perform median survey for centerline median of Hunt Club Road from Dada Drive on the south for approximately 1150 feet north to the mall entrance.
 - 4.2.1. Obtain cross sections within curb outline,
 - 4.2.2. Obtain locations of topographic features within curb outline including signs, and drainage structures,

- 4.2.3. Obtain drainage structure details, provide reduced field notes as final product (no CADD annotation of utility lines or structure details)
 - 4.2.4. Include topographic features in updated planimetrics drawing file, does not include drafting of cross sections.
- 5. Land Acquisition Surveys, Plats and Documents – (Assume 20 parcels/PINs)
 - 5.1. Determine Section Corners (Assume 4 corners)
 - 5.2. Right-of-Way Surveys.
 - 5.2.1. Obtain Title Commitments, sketch and review description
 - 5.2.2. Courthouse research for adjoiner's deeds.
 - 5.2.3. Right-of-Entry letter, questionnaire
 - 5.2.4. Incidental surveys for metes and bounds parcels.
 - 5.2.5. Incidental survey for subdivided Lots.
 - 5.2.6. Topographic features, tie buildings within 100' of right-of-way; tie PRIVATE features located in proposed right-of-way and within 20' of proposed right-of-way.
 - 5.2.7. Office calculations.
 - 5.2.8. Does not include setting missing lot corners.
 - 5.3. Land Acquisition Documents
 - 5.3.1. Cover sheet and plan sheets. Assume one sheet.
 - 5.3.2. Prepare Plat of Highway.
 - 5.3.3. Parcel calculations.
 - 5.3.4. Parcel descriptions.
 - 5.4. Parcel revisions from design.
 - 5.5. Stake Right-of-Way.
 - 5.5.1. Calculations and staking plans.
 - 5.5.2. Field staking and tie points after construction has been completed.
 - 5.6. Prepare Deliverables
 - 5.6.1. One set signed and sealed Mylar's.
 - 5.6.2. Two CD's with Microstation DGN file; PDF file of DGN; PDF file of descriptions.
- 6. QA/QC
 - 6.1. Review contract documents to verify ASE project QA/QC requirements.
 - 6.2. Periodic project review to assure compliance with policy and contract documents.
 - 6.3. Final review of QA/QC compliance.

DELIVERABLES

- A. Preliminary submittal (IDOT District 1 format) one Set Plats of Highway on Bond. Final one set on mylar.
- B. Final submittal two CDs with Microstation and pdf file; Legal Descriptions in Word and “pdf” format (IDOT District 1 format).
- C. QA/QC Report.

DIRECT COSTS

- 1. Title Commitments. ASE has title commitments for five of the 20 parcels (PINs) . This proposal assumes each title commitment will have a fee of \$750 and a Later Date fee of \$75.
 - a. 15 Title commitments @ (\$750 + \$75)each = \$12,375
 - b. 5 Later Date fees @ \$75 each = \$ 375
 - Total = \$12,750

ITEMS TO BE SUPPLIED BY OTHERS

- 1. Record plans, including any previous survey information (if available).
- 2. Any and all pertinent site information including, but not limited to previous horizontal and vertical survey control survey information, existing aerial photography, Construction plans and plats will be furnished to ASE, at no cost to ASE, prior to commencement of field operations.
- 3. Permission and access to closed or locked areas requiring access to complete the survey.
- 4. Letter of Introduction and written authorization for access to subject property for ASE’s services on subject site.



PROJECT: Phase II Pick Up Survey and Land Acq.

LOCATION: Hunt Club Road at Grand Ave.

CLIENT: Stanley

PROPOSAL No.: 215201.2

DATE: 8/30/2017

TASK 1.0 Administration		Man Hours																					
ITEM	Description	PIC	PM	P S/E 4	P S/E 3	P S/E 2	P S/E 1	CADD	ST4	ST3	ST2	ST1	ROW 4	ROW 3	ROW 2	ROW 1	SUE 3	SUE 2	SUE 1	A/C 3	A/C 2	A/C 1	TOTAL
1.1	Meetings, reports, scheduling, etc.		3																				3
1.2	Technical Direction of Staff		3																				3
1.3	Project management & coord.		3																				3
1.4																							0
1.5																							0
1.6																							0
1.7																							0
1.8																							0
1.9																							0
	TOTAL HOURS	0	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9

TASK 2.0 Data Compilation		Man Hours																					
ITEM	Description	PIC	PM	P S/E 4	P S/E 3	P S/E 2	P S/E 1	CADD	ST4	ST3	ST2	ST1	ROW 4	ROW 3	ROW 2	ROW 1	SUE 3	SUE 2	SUE 1	A/C 3	A/C 2	A/C 1	TOTAL
2.1	Courthouse & Data Research		1		2																		3
2.2	Compile & Review data		1		2																		3
2.3	Catalog and transfer to field		1		2																		3
2.4																							0
2.5																							0
2.6																							0
2.7																							0
2.8																							0
2.9																							0
	TOTAL HOURS	0	3	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9

TASK 3.0 Horizontal & Vertical Control		Man Hours																					
ITEM	Description	PIC	PM	P S/E 4	P S/E 3	P S/E 2	P S/E 1	CADD	ST4	ST3	ST2	ST1	ROW 4	ROW 3	ROW 2	ROW 1	SUE 3	SUE 2	SUE 1	A/C 3	A/C 2	A/C 1	TOTAL
3.1	Recon. & locate existing mon's.		1			1		1		2	2												7
3.2	Traverse/GPS		1			1				2	2												6
3.3	Office Calc's.		1			1																	2
3.4																							0
3.5																							0
3.6																							0
3.7																							0
3.8																							0
3.9																							0
	TOTAL HOURS	0	3	0	0	3	0	1	0	4	4	0	0	0	0	0	0	0	0	0	0	0	15

TASK 4.0 Pick Up Survey		Man Hours																					
ITEM	Description	PIC	PM	P S/E 4	P S/E 3	P S/E 2	P S/E 1	CADD	ST4	ST3	ST2	ST1	ROW 4	ROW 3	ROW 2	ROW 1	SUE 3	SUE 2	SUE 1	A/C 3	A/C 2	A/C 1	TOTAL
4.1	Perform Pick Up Survey		2		6			32		40	40												120
4.2	Median Survey		0.5					4		6	6									1			17.5
4.3																							0
4.4																							0
4.5																							0
4.6																							0
4.7																							0
4.8																							0
4.9																							0
	TOTAL HOURS	0	2.5	0	6	0	0	36	0	46	46	0	0	0	0	0	0	0	0	1	0	0	137.5



PROJECT: Phase II Pick Up Survey and Land Acq.
 LOCATION: Hunt Club Road at Grand Ave.
 CLIENT: Stanley

PROPOSAL No. 215201.2
 DATE: 8/30/2017

TASK 5.0 Land Acquisition Services		Man Hours																					
ITEM	Description	PIC	PM	P S/E 4	P S/E 3	P S/E 2	P S/E 1	CADD	ST4	ST3	ST2	ST1	ROW 4	ROW 3	ROW2	ROW 1	SUE 3	SUE 2	SUE 1	A/C 3	A/C 2	A/C 1	TOTAL
5.1	Section Corners	2	1		8					8	8												27
5.2	Right of Way Surveys		5		20					60	60												145
5.3	Land Acquisition Documents	2	5		76			100															183
5.4	Parcel Revisions		5		6			10		6	6												33
5.5	Stake Right of Way		2		2			2		8	8												22
5.6	Prepare Deliverables	4			1			4															9
5.7																							0
5.8																							0
5.9																							0
																							0
	TOTAL HOURS	8	18	0	113	0	0	116	0	82	82	0	0	0	0	0	0	0	0	0	0	0	419

TASK 6.0 QA/QC		Man Hours																					
ITEM	Description	PIC	PM	P S/E 4	P S/E 3	P S/E 2	P S/E 1	CADD	ST4	ST3	ST2	ST1	ROW 4	ROW 3	ROW2	ROW 1	SUE 3	SUE 2	SUE 1	A/C 3	A/C 2	A/C 1	TOTAL
6.1	Project QA/QC		3																				3
6.2	Periodic Project review		3																				3
6.3	Final review and report		3																				3
6.4																							0
6.5																							0
6.6																							0
6.7																							0
6.8																							0
6.9																							0
	TOTAL HOURS	0	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9

TASK		Man Hours																					
ITEM	Description	PIC	PM	P S/E 4	P S/E 3	P S/E 2	P S/E 1	CADD	ST4	ST3	ST2	ST1	ROW 4	ROW 3	ROW2	ROW 1	SUE 3	SUE 2	SUE 1	A/C 3	A/C 2	A/C 1	TOTAL
7.1																							0
7.2																							0
7.3																							0
7.4																							0
7.5																							0
7.6																							0
7.7																							0
7.8																							0
7.9																							0
	TOTAL HOURS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

TASK		Man Hours																					
ITEM	Description	PIC	PM	P S/E 4	P S/E 3	P S/E 2	P S/E 1	CADD	ST4	ST3	ST2	ST1	ROW 4	ROW 3	ROW2	ROW 1	SUE 3	SUE 2	SUE 1	A/C 3	A/C 2	A/C 1	TOTAL
8.1																							0
8.2																							0
8.3																							0
8.4																							0
8.5																							0
8.6																							0
8.7																							0
8.8																							0
8.9																							0
	TOTAL HOURS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

PAYROLL ESCALATION TABLE **FIXED RAISES**

FIRM NAME AMERICAN SURVEYING & ENGINEERING, P.C.
PRIME/SUPPLEMENT PRIME

DATE 08/30/17
PTB NO. 123

CONTRACT TERM 5 MONTHS
START DATE 9/15/2017
RAISE DATE 1/1/2018

OVERHEAD RATE 166.92%
COMPLEXITY FACTOR 3.00%
% OF RAISE 3.00%

ESCALATION PER YEAR

<div>9/15/2017 - 1/1/2018</div>	<div>1/2/2018 - 2/1/2018</div>	<div></div>	<div></div>	<div></div>
<div>4</div>	<div>1</div>			
<div>5</div>	<div>5</div>			
<div>= 80.00%</div>	<div>20.60%</div>			
<div>= 1.0060</div>				
The total escalation for this project would be:		0.60%		

PAYROLL RATES

FIRM NAME AMERICAN SURVEYING DATE 08/30/17
 PRIME/SUPPLEMENT PRIME
 PSB NO. 123

ESCALATION FACTOR 0.60%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal-in Charge	70.00	70.00
Project Manager	68.51	68.92
Project Surveyor/Engineer_4	63.66	64.04
Project Surveyor/Engineer_3	56.86	57.20
Project Surveyor/Engineer_2	37.57	37.80
Project Surveyor/Engineer_1	41.35	41.60
CADD Technicians	36.49	36.71
Engr. / Survey Tech. 4	52.69	53.01
Engr. / Survey Tech. 3	35.24	35.45
Engr. / Survey Tech. 2	25.83	25.98
Engr. / Survey Tech. 1	19.20	19.32
ROW Specialist_4	52.69	53.01
ROW Specialist_3	40.00	40.24
ROW Specialist_2	31.97	32.16
ROW Specialist 1	17.88	17.99
S.U.E. Tech. Grade 3	37.13	37.35
S.U.E. Tech. Grade 2	22.27	22.40
S.U.E. Tech. Grade 1	19.60	19.72
Administrative/Clerical 3	20.50	20.62
Administrative/Clerical 2	16.75	16.85
Administrative/Clerical 1	14.42	14.51

AVERAGE HOURLY PROJECT RATES

FIRM
PSB
PRIME/SUPPLEMENT

AMERICAN SURVEYING & ENGINEERING, P.C.
123
PRIME

DATE 08/30/17

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			1.0 Administration			2.0 Data Compilation			3.0 Horizontal & Vertical			4.0 Pick Up Survey			5.0 Land Acquisition Serv		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Principal-in Charge	70.00	8	1.34%	0.94	0			0			0			0			8	1.91%	1.34
Project Manager	68.92	44.5	7.44%	5.12	9	100.00%	68.92	3	33.33%	22.97	3	20.00%	13.78	2.5	1.82%	1.25	18	4.30%	2.96
Project Surveyor/Engineer_4	64.04	0			0			0			0			0			0		
Project Surveyor/Engineer_3	57.20	125	20.89%	11.95	0			6	66.67%	38.13	0			6	4.36%	2.50	113	26.97%	15.43
Project Surveyor/Engineer_2	37.80	3	0.50%	0.19	0			0			3	20.00%	7.56	0			0		
Project Surveyor/Engineer_1	41.60	0			0			0			0			0			0		
CADD Technicians	36.71	153	25.56%	9.38	0			0			1	6.67%	2.45	36	26.18%	9.61	116	27.68%	10.16
Engr. / Survey Tech. 4	53.01	0			0			0			0			0			0		
Engr. / Survey Tech. 3	35.45	132	22.06%	7.82	0			0			4	26.67%	9.45	46	33.45%	11.86	82	19.57%	6.94
Engr. / Survey Tech. 2	25.98	132	22.06%	5.73	0			0			4	26.67%	6.93	46	33.45%	8.69	82	19.57%	5.09
Engr. / Survey Tech. 1	19.32	0			0			0			0			0			0		
ROW Specialist_4	53.01	0			0			0			0			0			0		
ROW Specialist_3	40.24	0			0			0			0			0			0		
ROW Specialist_2	32.16	0			0			0			0			0			0		
ROW Specialist_1	17.99	0			0			0			0			0			0		
S.U.E. Tech. Grade 3	37.35	0			0			0			0			0			0		
S.U.E. Tech. Grade 2	22.40	0			0			0			0			0			0		
S.U.E. Tech. Grade 1	19.72	0			0			0			0			0			0		
Administrative/Clerical 3	20.62	1	0.17%	0.03	0			0			0			1	0.73%	0.15	0		
Administrative/Clerical 2	16.85	0			0			0			0			0			0		
Administrative/Clerical 1	14.51	0			0			0			0			0			0		
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
TOTALS		598.5	100%	\$41.16	9	100.00%	\$68.92	9	100%	\$61.11	15	100%	\$40.17	137.5	100%	\$34.06	419	100%	\$41.91

FIRM
PSB
PRIME/SUPPLEMENT

123

PRIME

SHEET 2 OF 2

Printed 8/30/2017Bureau of Design and
Environment (Rev. 11/19/15)



A Subsidiary of GZA



August 30, 2017

Mr. Sagar R. Sonar, P.E., PTOE
Client Service Manager
Stanley Consultants
8501 West Higgins Road, Suite 730
Chicago, IL 60631

via email: SonarSagar@stanleygroup.com

**Re: Environmental Services: Hunt Club Road – Gurnee, Lake County, Illinois
Proposal No. 81.PT00102.18**

Dear Mr. Sonar:

Huff & Huff, Inc., a subsidiary of GZA GeoEnvironmental, Inc. (H&H) is pleased to submit this proposal to Stanley Consultants (Client) to provide environmental services for the proposed Hunt Club Road improvement project at IL Route 132, located in Gurnee, Lake County, Illinois. Client has requested completion of a Preliminary Site Investigation (PSI) including documentation for off-site final disposition of soils at a clean construction and demolition debris (CCDD) facility, specifically for the local-roads portion of the project corridor (Hunt Club Road) under Lake County Division of Transportation (LCDOT) jurisdiction. The local-roads portion of the project extends along Hunt Club Road from approximately 1,500 feet south of IL132 to approximately 1,300 feet north of IL132.

We understand the proposed project improvements include the following:

- Widening;
- Pavement rehabilitation;
- Signals;
- Lighting; and
- Drainage modifications.

H&H understands that the Illinois State Geological Survey (ISGS), on behalf of the Illinois Department of Transportation (IDOT) has completed a Preliminary Environmental Site Assessment (PESA), ISGS #3330 dated March 1, 2017. This document shall serve as the basis for the scope provided in this proposal. Based on a review of the PESA document, we understand that ISGS identified a total of fifteen (15) recognized environmental conditions (RECs), eight (8) of which have frontage along the local jurisdiction portion of the project corridor. Therefore, the scope for our PSI is specific to the eight (8) RECs identified by ISGS.

In addition, with respect to CCDD determination along the local jurisdiction portion of the project, additional borings may be advanced in non-REC areas to provide adequate coverage for determination of suitability for project spoils to be considered for disposal at a CCDD facility.

GEOTECHNICAL

ENVIRONMENTAL

ECOLOGICAL

WATER

CONSTRUCTION
MANAGEMENT

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

1. SCOPE OF SERVICES

Task 1 – Preliminary Site Investigation (PSI) / CCDD

The scope of the PSI was determined based on findings of the PESA which identified eight (8) RECs relative to the local jurisdiction, including:

Property Name	ISGS Site #	RECs, including de minimis conditions	Regulatory database
Walmart Supercenter	3330-2	Evidence of chemical use; spill, transformer; potential ACM and lead paint	RCRA, BOL, IEMA
Sam's Club	3330-3	Potential AST; potential UST(s) evidence of chemical use; transformers; potential ACM and lead paint	RCRA, BOL
Chick-fil-A	3330-4	AST, transformers, potential ACM and lead paint	None
Gurnee Mills	3330-6	ASTs; evidence of chemical use; spills; transformers; natural gas pipeline; potential ACM and lead paint	RCRA, BOL, IEMA
Ameritech Illinois	3330-7	AST; evidence of chemical use; potential ACM and lead paint	BOL
Commercial Building	3330-9	Potential UST(s); evidence of former chemical use; transformer; potential ACM and lead paint	BOL
Commercial Building	3330-22	Potential former chemical use; potential ACM and lead paint	None
Grand Hunt Center	3330-31	Evidence of chemical use; transformers; potential ACM and lead paint	RCRA, BOL

A. Soil Borings and Soil Sampling

It is anticipated that up to two (2) days of field effort will be required with up to fourteen (14) borings completed to address the RECs and up to an additional six (6) for CDD assessment, for a total of up to twenty (20) soil borings, assumed with the aid of traffic control services. The borings will be advanced and soil samples collected for laboratory analysis to address sites identified as RECs / potentially impacted properties (PIPs) for soil handling and disposal considerations, specifically at locations identified for proposed excavation. The depths of the soil borings will be dependent upon design details to account for depths of proposed disturbance. H&H will determine depths of planned borings prior to mobilization consistent with project plans as provided by Client, in conjunction with PESA findings. Currently it is estimated that borings will be advanced to depths ranging from approximately 4 to 16 feet below ground surface depending on the nature of work proposed for specific locations.

B. Analytical

Laboratory analysis of soil samples is proposed to be consistent with constituents of concern (COCs) as determined from the PESA as presented below. Boring locations where petroleum products or other volatile organic compounds represent the primary concern, samples will be field screened with a photoionization detector (PID). The sample with the highest PID reading in each boring will be analyzed for:

- **Volatile Organic Compounds** (up to 4 samples) – VOCs are volatile compounds found in gasoline and related to various solvents;



- **Benzene, toluene, ethylbenzene, and total xylenes (BTEX) and methyl-tert-butyl-ether (MTBE)** (up to 8 samples) – BTEX / MTBE are volatile compounds found in gasoline;
- **Semi-Volatile Organic Compounds (SVOCs) or Polynuclear Aromatic Hydrocarbons (PNAs)** (up to 10 samples) – SVOCs are semi-volatile compounds commonly formed during incomplete combustion of organic compounds. PNAs are a subset of SVOCs and can be formed by the combustion of wood, coal, and petroleum products. They are also found in less refined, nonvolatile petroleum products and can be used to identify potential for diesel or fuel oil contamination in soil.

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

- **RCRA Metals, total and SPLP/TCLP methods** (up to 8 samples) – Federal environmental regulations identify eight (8) heavy metals as hazardous if present in a *solid waste* at concentrations above varying threshold concentrations. Samples will be analyzed for select RCRA Metals, some of which may require further SPLP or TCLP analysis to determine compliance with the CCDD maximum allowable concentrations (MACs) (4 samples).

In addition, soil samples will be analyzed for soil pH from each boring location, analyzed with a field meter consistent with CCDD sampling requirements with select pH samples submitted for laboratory analysis (up to 10).

C. PSI Report Preparation

A report summarizing the results of the soil sample collection activities and analytical results will be prepared, including results of the updated database search for a PESA update. This document will present information pertinent for the bidding documents regarding conditions of soils tested, handling and final disposition considerations.

D. CCDD (LPC-Form) Documentation

The soil sample results 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, H&H will prepare the LPC-663 document that will be signed/stamped by the H&H. This proposal assumes the potential for requiring a separate form for each area to account for this currently unknown situation.

Any locations that do not achieve the MACs (including soil pH range) will be identified as exclusion zones, not acceptable for CCDD facility disposal. H&H will coordinate with local CCDD facilities that are on currently considered pre-approved facilities for receiving uncontaminated soil and/or CCDD from LCDOT projects (see attached). The goal will be to obtain project-specific pre-approval from a minimum of three facilities from the LCDOT list.

Task 2 – 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, and project closeout.

Task 3 – QA/QC

Time under this task includes QA/QC time for the PSI report\ and CCDD documentation as described above.



2. LEVEL OF EFFORT AND SCHEDULE

PSI work will commence within 5 business days of project approval, with a target completion date of six weeks from the date of approval. Please notify H&H if an expedited schedule is necessary to meet project deadlines.

3. 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.

ACCEPTANCE

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

Very truly yours,
Huff & Huff, Inc.

Jeremy J. Reynolds, 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.

**Pre-Approved Facilities for Receiving Uncontaminated Soil
and/or CCDD from LCDOT Projects**

Midwest Aggregates 28435 W. Route 173 Antioch, IL 60002 (847) 395-2595 Mr. Jim Mertes	Reliable Sand and Gravel Co., Inc. 2121 S River Road McHenry, IL 60051 (815) 385-5020 Mr. Don Roberts	47 Acres/Southwind Business Park 2250 Southwind Boulevard Bartlett, IL 60103 (630) 497-8700 Mr. William Haworth
Lake in the Hills CCDD Pingree Rd/Virginia Rd Lake in the Hills, IL 60156 (630) 497-8700 Mr. Michael Vondra	Reliable Lyons CCDD 4226 S Lawndale Avenue Lyons, IL 60534 (630) 497-8700 Mr. William Haworth	Blue Heron Business Park – Bartlett 23108 W Bartlett Road Bartlett, IL 60103 Mr. William Haworth
Petersen Sand & Gravel CCDD 914 W Route 120 Lakemoor, IL 60050 (847) 395-3313 Mr. Steve Thelen	Raymond Street – CCDD 1400 Route 25 South Elgin, IL 60177 (630) 497-8700 Mr. William Haworth	Gifford East – CCDD 1395 Gifford Road Elgin, IL 60120 Mr. William Haworth
Thelen Sand & Gravel 28955 E IL Route 173 Antioch, IL 60002 (847) 395-3313 Mr. Steve Thelen	Middle St – CCDD 1155 W Middle St South Elgin, IL 60177 (630) 497-8700 Mr. William Haworth	



Payroll Escalation Table
Fixed Raises

FIRM NAME Huff & Huff, Inc.
PRIME/SUPPLEMENT Stanley Consultants

DATE 8/30/2017
PTB NO. _____

CONTRACT TERM 12 MONTHS
START DATE 9/1/2017
RAISE DATE 3/1/2018

OVERHEAD RATE 186.64%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

9/1/2017 - 3/1/2018

3/2/2018 - 9/1/2018

6
12

6
12

= 50.00%

51.50%

= 1.0150

The total escalation for this project would be:

1.50%



**Illinois Department
of Transportation**

Payroll Rates

FIRM NAME
PRIME/SUPPLEMENT
PTB NO.

Huff & Huff, Inc.
Stanley Consultants

DATE 8/30/2017

ESCALATION FACTOR

1.50%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Senior Principal	\$70.00	\$70.00
Principal	\$70.00	\$70.00
Associate Principal II	\$70.00	\$70.00
Associate Principal I	\$53.54	\$54.34
Senior Consultant	\$66.94	\$67.94
Senior Geotechnical Consultant	\$61.91	\$62.84
Senior Project Manager III	\$57.69	\$58.56
Senior Project Manager II	\$40.93	\$41.54
Senior Landscape Architect	\$51.05	\$51.82
Senior Planning PM	\$45.89	\$46.58
Senior Geologist PM	\$40.81	\$41.42
Senior Technical Specialist	\$43.25	\$43.90
Senior Scientist PM II	\$44.75	\$45.42
Senior Scientist PM I	\$36.57	\$37.12
Senior Technical Scientist	\$35.02	\$35.55
Senior CADD Specialist	\$32.45	\$32.94
Scientist PM	\$41.32	\$41.94
Geologist PM	\$34.65	\$35.17
Engineer PM	\$39.86	\$40.46
Planning PM	\$33.95	\$34.46
Architect PM	\$33.69	\$34.20
Assistant PM Engineer II	\$38.01	\$38.58
Assistant PM Engineer I	\$33.08	\$33.58
Assistant PM Scientist	\$26.91	\$27.31
Engineer I	\$30.44	\$30.90
Scientist EI	\$24.77	\$25.14
Administrative Managers	\$39.03	\$39.62
Senior Administrative Assistant	\$27.04	\$27.45
Intern	\$15.50	\$15.73
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00



Cost Estimate of Consultant Services (CPFF)

Firm Huff & Huff, Inc.
Route Hunt Club Road
Section 1500'S/1300'N IL132
County Lake
Job No.
PTB & Item

Date 8/30/2017

Overhead Rate 186.64%

Complexity Factor 0

Item	Manhours	Payroll	Overhead & Fringe Benefits	In-House Direct Costs	Fixed Fee	Outside Direct Costs	Services By Others	Total	% of Grand Total
PSI/CCDD	63	1,965.03	3,667.53	401.79	874.98	4,482.00	7,450.00	18,841.33	93.31%
Project Management	4	178.61	333.36	0.00	74.24	0.00	0.00	586.20	2.90%
QA/QC	5	232.95	434.78	0.00	96.82	0.00	0.00	764.56	3.79%
TOTALS	72	2,376.59	4,435.67	401.79	1,046.04	4,482.00	7,450.00	20,192.09	100.00%

Method of Compensation:

- ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]
☐ 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
☐ 14.5%[(2.3 + R)DL + IHDC]
☐ Specific Rate
☐ Lump Sum

Average Hourly Project Rates

Route Hunt Club Road
Section 1500'S/1300'N IL132
County Lake
Job No.
PTB/Item

Consultant Huff & Huff, Inc.

Date 8/30/2017

Sheet 1 **OF** 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			PSI/CCDD			Project Management			QA/QC								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Principal	70.00	0																	
Principal	70.00	0																	
Associate Principal II	70.00	0																	
Associate Principal I	54.34	3	4.17%	2.26				1	25.00%	13.59	2	40.00%	21.74						
Senior Consultant	67.94	0																	
Senior Geotechnical Consultant	62.84	0																	
Senior Project Manager III	58.56	0																	
Senior Project Manager II	41.54	0																	
Senior Landscape Architect	51.82	0																	
Senior Planning PM	46.58	0																	
Senior Geologist PM	41.42	6	8.33%	3.45				3	75.00%	31.07	3	60.00%	24.85						
Senior Technical Specialist	43.90	0																	
Senior Scientist PM II	45.42	0																	
Senior Scientist PM I	37.12	0																	
Senior Technical Scientist	35.55	0																	
Senior CADD Specialist	32.94	4	5.56%	1.83	4	6.35%	2.09												
Scientist PM	41.94	0																	
Geologist PM	35.17	0																	
Engineer PM	40.46	0																	
Planning PM	34.46	31	43.06%	14.84	31	49.21%	16.96												
Architect PM	34.20	0																	
Assistant PM Engineer II	38.58	0																	
Assistant PM Engineer I	33.58	0																	
Assistant PM Scientist	27.31	26	36.11%	9.86	26	41.27%	11.27												
Engineer I	30.90	0																	
Scientist EI	25.14	0																	
Administrative Managers	39.62	0																	
Senior Administrative Assistant	27.45	2	2.78%	0.76	2	3.17%	0.87												
Intern	15.73	0																	
		0																	
TOTALS		72	100%	\$33.01	63	100%	\$31.19	4	100%	\$44.65	5	100%	\$46.59	0	0%	\$0.00	0	0%	\$0.00

PROPOSAL FOR LAND ACQUISITION SERVICES

**Lake County Division of
Transportation**

Stanley Consultants



IL 132 & Hunt Club Road

**Santacruz Land
Acquisitions**

310 Happ Road · Suite 206
Northfield, IL 60093
www.santacruz-associates.com

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

1

EXECUTIVE SUMMARY

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

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

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

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

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

Santacruz Land Acquisitions will work with the staff for the LPA and/or Stantley Consultants, Engineer for the LPA, (“Consultant”) to develop a land acquisition plan for the reconstruction of the intersection of IL 132 and Hunt Club Road (the “Project”) to assure that the goals are met. Beginning with waiver valuations on the appraisal side, we look for ways to reduce the time on the acquisition cycle. With years of right of way acquisition work, we have a large database of real estate representatives for corporate acquisitions to cut down the time spent in the initial steps of locating the real estate representative for each property.

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

CRITICAL ISSUE 2: MANAGE THE ACQUISITION RISKS

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

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

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

CRITICAL ISSUE 3: COMPLIANCE WITH GOVERNMENT REGULATIONS

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

WHY SANTACRUZ LAND ACQUISITIONS?

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

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

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

ADDITIONAL COMPONENT OF OUR PROPOSAL: BEP UTILIZATION

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

TEAM ORGANIZATION

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

SUMMARY

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

COMPENSATION

Santacruz Land Acquisitions shall be entitled to the compensation as shown on the attached schedule. Our cost proposal, based on **twenty (20)** projected parcels of right-of-way, is as follows:

<u>APPRAISALS:</u>	\$70,000.00.
<u>REVIEW APPRAISALS:</u>	\$24,000.00.
<u>NEGOTIATIONS:</u>	\$70,000.00.

As directed, Santacruz Land Acquisitions shall invoice the LPA or Consultant for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii) the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender's fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees. Santacruz Land Acquisitions shall include **\$500.00** per parcel for these charges. Santacruz Land Acquisitions shall pay any such fees and charges in excess of the **\$500.00** per parcel allowance for which Santacruz Land Acquisitions shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued.

Santacruz Land Acquisitions will attend and/or participate in up to ten (10) hours of meetings and conference calls for consultations on the project. This will include, without limitation, kick-off meetings, planning discussions, project strategy development and review of parcels with acquisition challenges.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered a cost not to exceed of **\$176,500.00** as follows:

Land Acquisition Services	\$164,000.00
Consultation/Meeting Services	\$2,500.00
Direct Billable Expenses	\$10,000.00

2

TECHNICAL APPROACH

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

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

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

LAND ACQUISITION CRITICAL PATH STEPS – “OUR ROAD MAP”

Task 1: Notice to Proceed

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

Task 2: Kick-off Meeting

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

Task 3: Delivery and Review of Project Information

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

Task 4: Introductory Notice to Owners

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

Task 5: Appraisal / Waiver Valuation

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

The Appraiser will review the plat of highways and the construction plans to determine the type of appraisal to be used for each parcel. The Appraiser shall make a detailed inspection of the properties and make such investigations and studies as are consistent with industry standard and necessary to derive sound conclusions for the preparation of appraisal reports.

While IDOT has revised its policies regarding waiver valuations, their use on this Project would be available at this time. Waiver valuations would require coordination with the LPA. In addition, waiver valuations can only be used if the right-of-way is acquired in the name of the LPA.

It should be noted that a waiver valuation is not an appraisal and may not be represented to be an appraisal. Accordingly, when an offer to purchase based on a waiver valuation is rejected and the

parcel is referred to condemnation, an appraisal, written by a qualified staff or fee appraiser, must be written and reviewed.

Santacruz Land Acquisitions will provide guidance to the LPA in making its decision on whether or it should proceed with waiver valuations for this Project.

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

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

Task 6: Review Appraisal

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

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

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

Task 7: Negotiation and Acquisition

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

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

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

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

Santacruz Land Acquisitions will prepare an offer package for presentation to the owner at the first meeting. The offer package shall contain the Basis for Computing Total Approved Compensation and Offer to Purchase (in the format approved by IDOT), a copy of the plat of highway with the

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

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

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

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

documenting all negotiation activities, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by the LPA.

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

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

PERSONNEL

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

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

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

PRIOR EXPERIENCE

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

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

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

3

EXHIBITS

Compensation for Services

Appraisal Services (based on complexity)

Appraisals	\$3,500.00
Revision to appraisal due to change in ROW or plans ¹	\$1,500.00 - \$4,000.00

Review Appraisal Services (based on complexity)

Review Appraisals	\$1,200.00
Revision to review appraisal due to change in ROW or plans ¹	\$900.00 - \$2,000.00

Negotiation Services (based on complexity)

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$3,500.00
---	------------

Witness Services

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

Title Services (if applicable)

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

¹ Requires additional work order.