


Municipality	L O C A L A G E N C Y	 Illinois Department of Transportation	C O N S U L T A N T	Name Christopher B. Burke Engineering
Township				Address 9575 West Higgins Road, Suite 600
County Lake County – Division of Transportation		Preliminary Engineering Services Agreement For Motor Fuel Tax Funds		City Rosemont, 60188
Section 15-00038-07-WR 19-00248-03-GM				State Illinois

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. 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 Deerfield Road Reconstruction; Deerfield Parkway Rehabilitation

Route CH 11 Length 2.14 Mi. 11,308 FT (Structure No. 049-074)

Termini IL 21/US 45 to Riverwoods Rd/Saunders Rd; Krause Rd to IL 21/US 45 (Milwaukee Rd)

Description:

Phase II Engineering for: Deerfield Road including reconstruction, bridge widening, traffic signal modernization, drainage improvements, and ADA improvements; Deerfield Parkway Pavement patching and joint sealing

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
Under \$50,000	_____ (see note)
	_____ %
	_____ %
	_____ %

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

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

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

The Total Not-to-Exceed Contract Amount shall be \$2,634,307.26

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: _____ County of Lake _____ of the
(Municipality/Township/County)
State of Illinois, acting by and through its
County Board
By _____
Lake County Clerk
(Seal)

By _____
Title Chair, Lake County Board

RECOMMENDED FOR EXECUTION

Shane E. Schneider, P.E.
Director of Transportation/County Engineer
Lake County

Executed by the ENGINEER:

Engineering Firm

Street Address

City, State

ATTEST: _____
By _____
Title _____

By _____
Title _____

Approved

Date

Department of Transportation

Regional Engineer

County Engineer

On behalf of IDOT pursuant to Agreement
of Understanding dated May 3, 2018

Note: Five (5) Original Executed Contracts – (2) LCDOT; (2) IDOT District 1, Local Roads; (1) Consultant

SCOPE OF SERVICES PHASE II – DESIGN ENGINEERING SERVICES

Deerfield Road Reconstruction from IL Route 21/US Route 45 to Saunders Road/Riverwoods Road Section No. 15-00038-07-WR

Christopher B. Burke Engineering, Ltd. (CBBEL) will perform Phase II Engineering Services for the improvement of Deerfield Road from IL Route 21/US Route 45 to Saunders/Riverwoods Road. Anticipated Phase II work will include field surveys; preliminary, prefinal and final plans, specifications and cost estimates; coordination with permitting agencies, local communities and utility companies; soils analysis; structural design work for retaining walls and bridge widening; culvert, storm sewer and stormwater detention design; pavement life cycle cost analysis; sidewalk and ADA ramp improvements; a determination of proposed right-of-way and/or easement and the preparation of plats and legal descriptions and public involvement. It is anticipated that federal funds will be used for construction.

Task 1 – Pick-Up Survey

Task 1.1 –Topographic Survey: As part of this task, CBBEL will perform a Topographic Survey of 1 Intersection & 2 Detention/Floodway Areas (Deerfield Rd & Milwaukee Ave., 3,000'lf± rdwy & 9 acre± floodway; Deerfield Rd & Thorngate Creek Crossing, 400'lf± stream survey & 2 acre± floodway; Deerfield Rd Southerly Parkway, from Saunders Rd. to 700'LF West of Saunders Rd., 700lf in Lake County), IL. CBBEL will perform the following survey tasks:

Horizontal Control: Utilizing state plane coordinates, CBBEL will recover primary control utilizing state of the art GPS equipment based on NGS Control Monumentation.

Vertical Control: CBBEL will recover benchmarks and verify elevations. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum).

Existing Right-of-Way: CBBEL will establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.

Topographic Survey: CBBEL will field locate all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross road culverts, etc. within the project limits. Establish all rim and invert elevations, utility sizes & type, depth subterranean structure, etc., at all points of access to below-grade utilities.

Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features. Survey will be obtained for the "Primary Survey Area" on attached exhibit.

Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be

located.

Tree Survey: CBBEL will locate all trees over 6" inches in diameter within the existing right-of-way and ultimately the proposed right-of-way for the project in order to assess potential tree impacts, if any, associated with the project. The located trees will be identified by species (deciduous or coniferous) and the size and condition determined as appropriate.

Base Mapping: CBBEL will compile all of the above information onto one base map at 1'=20' scale that is representative of existing conditions for use as the base sheet for the construction of any public or private infrastructure subsequent to the findings of engineering/drainage analysis.

Task 1.2 – JULIE Utility Survey: CBBEL will coordinate with utility owners and with JULIE Utility Coordination to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities /obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE Utility Coordination. All utilities /obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities / obstructions / systems whether or not shown on base map.

Task 2 – Geotechnical Investigation and Analysis:

Testing Service Corporation will complete a geotechnical investigation and analysis for the proposed pavement reconstruction, bridge widening and retaining/noise walls. For the roadway reconstruction, fifty (50) soil borings, 10 feet deep, and thirty (30) pavement cores are proposed. For the bridge widening, two (2) soil borings, 75 feet deep, are proposed. For the retaining/noise walls, forty-three (43) soil borings, 15 to 25 feet deep are proposed.

Task 3 – Drainage Studies:

CBBEL will review data to be collected in Task 1 (Pick-Up Survey) and Task 2 (Geotechnical Investigation and Analysis).

The drainage studies will include:

- Update hydrologic and hydraulic modeling design of the proposed storm sewer, ditch, and detention systems for updated Bulletin 70 rainfall
- Verify capacity of proposed ditch conveyance system carrying offsite flow and check cross sections.
- Finalize design of the Des Plaines River compensatory storage area east of the Milwaukee Avenue intersection.
- Finalize design of the Thorngate Creek compensatory storage area
- Design inlet spacing.

All stormwater within the project limits is ultimately tributary to the Des Plaines River. Several suboutlets exist along Deerfield Road, where storm sewers leave the project right-of-way flowing toward the river or its tributaries, Aptakisic Creek and Thorngate

Creek. The proposed drainage improvement will generally include a full removal and replacement of existing storm sewers within the project limits, with the exception of the area west of Milwaukee Avenue.

Roadway widening and use of an urban section will require all new drainage structures at the new curb and gutter locations. Care will be taken at all sensitive outlet locations and identified areas of flooding. CBBEL will provide analysis of alternatives for the proposed drainage systems, including ditches behind the curb to provide additional capacity for offsite flow. Anticipated alternatives include the staging of the proposed drainage improvements and best management practices as applicable.

Stormwater detention will be required due to roadway widening and is proposed to be contained in oversized pipes under the proposed bike path east of the Des Plaines River and in a combined compensatory storage/detention basin near Milwaukee Avenue. Stormwater detention volumes will be sized to meet local ordinances and be based on the updated Bulletin 70 rainfall data.

Task 4 – Permits:

Obtain permits needed for agency approvals and project construction, including United States Army Corps of Engineers (USACE), IDNR-OWR, Lake County Stormwater Management Commission (LCSMC), Soil Conservation District, and IEPA (NPDES, Section 401 and Water/Sewer Construction).

- For wetland permitting, CBBEL will prepare the required USACE Permit Application for the anticipated wetland impact per the Phase I PDR. This information will include the required exhibits, specifications, data and project information. This information will also be compiled and assembled for placement in a permit application package to the Illinois Environmental Protection Agency (IEPA).
- The Preliminary Bridge Design and Hydraulic Report (PBDHR) for the bridge over the Des Plaines River and culvert replacement at Thorngate Creek will be submitted to IDOT for approval as part of Phase I completion. The PBDHR for the widened bridge over the Des Plaines River is the basis of the IDNR-OWR floodway construction permit processed through IDOT in Phase II. The hydraulic analysis will be refined based on the final structural plans and the application forms and supporting documentations submitted to IDOT for permit issuance. The drainage area at the Thorngate Creek culvert crossing is less than one square mile, so an IDNR-OWR floodway crossing permit is not required for that crossing.
- A Watershed Development Permit (WDP) will be required from the LCSMC for the corridor. CBBEL will review and compile as necessary the stormwater management calculations associated with the IDNR-OWR floodway construction permit, existing and proposed conditions Thorngate Creek Base Flood Elevation (BFE) determination, compensatory storage, stormwater conveyance, water quality requirements, and culvert sizing. Detention storage will be provided based on the added impervious areas and March 2019 Bulletin 70 rainfall depths.

LCSMC permit submittal support documentation included in this task includes:

- Review and coordinate detention and runoff volume reduction requirements.
- Provide copy of the IDNR-OWR permit documentation.
- Provide documentation for the Thorngate Creek floodplain crossing.

- Verify floodplain fill and provided compensatory storage calculations
- Prepare wetland impact documentation hydrology analysis for isolated wetlands of Lake County (IWLC).
- Incorporate Best Management Practices with the project to satisfy water quality requirements for both the WDP and the USACE wetland permit.
- Complete LCSMC application forms and compile supporting documentation.

Before and during the permit review process, we expect to have meetings with the regulatory agencies and client. We also expect to have to prepare responses to comments received during the review process. We have included budget to cover the cost of submittal of two responses to comments. Time for meetings is covered under Task 5 – Coordination.

USACE and IEPA – Individual Permit Applications We anticipate project will be processed as an Individual Permit because the site is adjacent to Nature Preserve, Nature Preserve buffer, contains wetland and ADID wetland and is near an Illinois Natural Area Inventory Site. The initial application may be made using preliminary engineering plans. Below is the typical chronology of an Individual Permit application processing. Please note that actual review times may vary and often are based on the level of detail necessary to respond to public notice comments. It is not unusual for the IP process to take more than a year to complete.

Individual Permit:

- Submit Application
- 45 days – receive letter from USACE acknowledging application
- 45 days – USACE issues public notice
- Public notice posted for 30 days
- 30 days to receive comments back from USACE after notice is closed.
- 30 days to respond to comments received.

After the process listed above has been completed, the clock stops for the USACE, and there is typically 2-6 (or more) months of negotiation with the USACE. How long it will take to negotiate an acceptable permit is an unknown factor. Once conditions of the permit are agreed to, expect 1-2 months for the USACE to prepare the decision document and issue the permit.

For your planning purposes, assume a minimum of 12 months to process the application.

Please also note that if project is processed as an Individual Permit, the project will be required to receive Individual Water Quality Certification from IEPA. That Certification requires an Anti-degradation Review, which can take 1-6 months longer than the USACE process to complete.

Task 4.1 - LCSMC Stormwater Calculations and Permit: A WDP will be required from the LCSMC. CBBEL will review and compile as necessary the stormwater management calculations associated with the Thorngate Creek Base Flood Elevation (BFE) Determination, detention storage, compensatory storage, stormwater conveyance, water quality requirements and culvert sizing. CBBEL will schedule a pre-application meeting with

SMC prior to permit submittals. Permit submittal support documentation included in this task are:

- Review and coordinate detention requirements based on March 2019 Bulletin 70 rainfall depths. Coordination may be required with the Village of Buffalo Grove and Buffalo Grove Park District to document impervious area reduction credit for detention requirements associated with those agencies planning to remove sections of their multi-use paths.
- Size detention pond volumes to coordinate adjacent project.
- Update the hydrologic and hydraulic modeling as necessary for the March 2019 Bulletin 70 rainfall depths/intensities for storm sewer and culvert analyses.
- Verify floodplain fill and compensatory storage calculations.
- Incorporate Best Management Practices with the project to satisfy water quality requirements for both the WDP and the USACE wetland permit.
- Complete wetland impact documentation and hydrology analysis for IWLC.
- Comply with Watershed Development Ordinance runoff volume reduction requirements.
- Provide a copy of the IDNR-OWR floodway construction permit issued by IDOT and supporting documentation for proposed floodplain fill/cut volumes for the Des Plaines River bridge widening.

Task 4.2 - USACE and IEPA Permits

Task 4.2.1 – Pre-Application Meetings and Coordination: The site is adjacent to Nature Preserve, Nature Preserve buffer, contains wetland and ADID wetland and is near an Illinois Natural Area Inventory Site; additionally, the site will likely be required to incorporate wildlife crossings at several locations. Due to these project complexities, CBBEL Environmental Resources staff will coordinate and attend meetings to strategize the permitting approach and information needs. Staff will coordinate the compilation of required documents and support materials. This Task may include attendance at coordination meetings or participation on conference calls.

Task 4.2.2 – Individual Permit Application Preparation and Submittals: The required exhibits, specifications, data and project information will be compiled and assembled in a permit application packages to LCSMC, IEPA, U.S. Fish and Wildlife Service, and the USACE. The following information will be required as part of the application:

- Narrative description of Best Management Practices (BMPs) proposed
- Management and monitoring plan for BMPs
- Plan and profile drawings for road crossings
- Planting plan for wet bottom detention basins

As part of the IP process, the USACE will require the submittal of an Alternative Sites Analysis to consider alternative property locations and alternative site designs which may be constructed that may have less impact on aquatic resources. We will distill information from Phase 1 to include in the application documentation.

Task 4.2.3 – Preparation of IEPA Individual Water Quality Certification and Anti-Degradation Application: CBBEL staff will prepare and submit the required documentation to the IEPA for an application for Individual Water Quality Certification and Anti-degradation.

Task 4.2.4 – Agency/Client Coordination: During the project permitting process, meetings with the client, regulatory agencies; such as U. S. Fish and Wildlife Service, IDNR, USACE, IEPA and project engineer may be necessary to finalize required information, submittals and documentation. In addition to regulatory agencies, meetings with LCFPD and RPC are anticipated to discuss wildlife crossings, tree mitigation, and other potential mitigation strategies.

Task 4.2.5 – Best Management Practice Design Assistance: CBBEL Environmental Resource Department Staff will assist the site civil engineer in the design of the site BMPs. This assistance will include preparation of concept BMP/bioswale design, preparation of planting and seeding plans, and preparation of short and long-term maintenance and monitoring plans. This work may also include assistance with threatened and endangered species site design elements.

Task 4.2.6 – Tree Survey and Tree Mitigation Plan: Additional tree survey may be required to be completed. Additionally, it is likely that a tree mitigation plan will be required. CBBEL staff will perform the additional tree survey, as needed and work with the project team to develop a tree mitigation plan in accordance with review agency requirements.

Task 4.3 – Threatened and Endangered (T&E) Species Permits: The project is located adjacent to high quality natural communities. Additional T&E species coordination/consultation is likely to be required during Phase II. T&E species clearance will need to be renewed during the permit process and prior to the start of construction.

Task 4.3.1 – Renewal of T&E Species Clearances:

State-Listed T&E species consultation with the IDNR and Northern Long-Eared Bat (NLEB) verification with the USFWS that are being obtained during Phase I are likely to expire during Phase II. This task includes re-submittal to the agencies to update the project clearance through the IDNR Ecological Compliance Assessment Tool (EcoCAT) website and the USFWS Information for Planning and Consultation (IPaC) system. This task does not include a detailed search for T&E species.

Task 4.3.2 – Incidental Taking Authorization

State-Listed T&E species are known to occur in the vicinity of the project. This task includes preparation of an Incidental Taking Authorization (ITA), if determined necessary through consultation with IDNR. ITA preparation includes, but is not limited to: a Conservation Plan, an implementing agreement, and a notice for publication in the newspaper. The Conservation Plan includes a description of the potential impact on the State-Listed T&E species, measures that will be taken to minimize and mitigate the impact, alternatives, and additional information. The IDNR ITA review can be a lengthy process. For planning purposes, assume a minimum of 150 days required for public review, biological and legal analysis, and permitting.

Before and during the ITA review process, we expect to have meetings/discussions with

IDNR, resource agencies, and the client. We also expect to have to prepare responses to comments received during the review process. We have included budget to cover the cost of submittal for one State-Listed T&E species and two responses to comments. Time for meetings is covered under Task 4.3.3 – Agency/Client Coordination.

Task 4.3.3 – Agency/Client Coordination

Meetings with the client, IDNR, and other resource agencies (e.g., Forest Preserve District) are likely to be required to prepare necessary information, submittals, and documentation to proceed with construction. Topics for discussion may include avoidance, minimization, mitigation, and Best Management Practices to protect potential State-Listed T&E species in the vicinity of the project. We have budgeted for up to 2 meetings for 2 staff.

Task 5 – Agency/Public Coordination:

CBBEL will lead the agency and public coordination effort. The Phase I project website will be kept live during Phase II Engineering. It is assumed that the Phase II project page will be provided on the LCDOT website to post project updates and link to the Phase I Engineering web page. This task includes overall agency outreach and stakeholder coordination for completion of the project. A focus of the agency/stakeholder coordination task will be to build on the coordination effort conducted during Phase I.

Task 5.1 – Agency Coordination

Email and 1-on-1 meetings will be utilized to coordinate with agencies. The following agency meetings (2 CBBEL attendees) are included:

- Lake County Forest Preserve District (2)
- Buffalo Grove (2)
- Village of Riverwoods (3)
- Village of Deerfield (1)
- Contingency Meetings (1)

Task 5.2 – Stakeholder Coordination

Email and 1-on-1 meetings will be utilized to coordinate with project stakeholders. The following are included:

- Maintenance of project email address to field stakeholder comments throughout the project comments. This includes logging of the comment and providing a response with supporting project information. LCDOT will be informed of all comments received and consulted on appropriate responses.
- 1-on-1 meetings (2 CBBEL attendees) with project stakeholders. Included in this sub task are meetings with:
 - Riverwoods Preservation Council (2)
 - Shoppes of Buffalo Grove (1)
 - Colonial Court (1)
 - Federal Life (Compensatory Storage/Detention Site #1) (2)
 - Brentwood North Medical Center (2)
 - Mr. Fourkas (Compensatory Storage Site #2) (1)
 - Thorngate HOA (Noise Wall) (1)
 - Mobil Gas Station (1)
 - Contingency Stakeholder meetings with individual property owners related

to proposed acquisition and impacts (3).

Task 5.3 – Project Updates

Project updates will be provided for the Village of Riverwoods Village Voice Newsletter. Ten project updates will be provided. The project updates will also be posted on the project page on the LCDOT website. Any other relevant project information will be provided in a usable format to be posted on the project page.

Task 5.4 – Public Information Meeting

One public information meeting will be held for the project near the end of Phase II leading into Phase III to present the final design, drainage design, tree impacts, maintenance of traffic plan, and anticipated schedule.

Specific work tasks for both the Public Meeting include the following:

- Compile Mailing List (including Stakeholders and all adjacent property owners).
- Preparation of Public Meeting Brochures/Handouts.
- Preparation of Public Meeting Display Exhibits (Aerial Displays with final design, maintenance of traffic plan, and other displays as appropriate).
- Attendance at Public Meeting “Dry Run”.
- Secure location for Public Meeting site.
- Preparation of Public Meeting Display Ads content for release by LCDOT.
- Attendance at Public Meeting (6 CBBEL Staff).
- Preparation of record summaries of the Public Meeting which will include at a minimum copies of all notices, meeting materials, attendance lists, comments, and responses.
- Prepare a project FAQ to address most comments and individual response letters as needed.

Task 6 – Corridor Landscaping

A major goal of the project will be to minimize removal of existing trees where possible, and to protect trees that are to remain. CBBEL will prepare concepts for the landscape plans for the corridor that will include replacement trees where practical, naturalized plantings, and Best Management Practices for permanent erosion control. Concepts for the corridor landscaping will be developed to maintain and enhance the character of the existing landscaping throughout the corridor. Replacement tree species will be coordinated with LCDOT, LCFPD, and the local municipalities. Several architectural renderings will be prepared to clearly show the intent of the corridor landscaping plan for coordination with stakeholders for the project. Cost estimates will be developed and coordinated for cost participation with the local municipalities if additional landscaping treatments are requested.

Task 7 – Traffic Maintenance Analysis

Traffic will be maintained with a minimum of one lane in each direction along Deerfield Road utilizing staged construction. CBBEL will develop a preliminary maintenance of traffic staging concept that minimizes disruption to the traveling public while maintaining a satisfactory work zone for the contractor. Sub-staging for intersection construction will be developed to a concept level plan. The intersection sub-staging plans will be reviewed for constructability by our Construction Department. Once the preliminary maintenance of

traffic staging concept has been agreed to by LCDOT, it will serve as the basis for the development of detailed Maintenance of Traffic plans.

Task 8 – Plat of Highways

Task 8.1 – Reconnaissance: CBBEL will field recon the project area in an attempt to discover sufficient right-of-way, property line and Section/Quarter line evidence within the project limits. Research will be performed at the Lake County Recorder's office to obtain record information to aid in the recovery of the above mentioned right-of-way, property lines and Section/Quarter lines.

Task 8.2 – Parcel Surveys: CBBEL will field locate all property and section\ quarter line evidence discovered during Task 1.1. CBBEL will also locate the existing buildings within the parcels affected by the proposed right-of-way takes and easements as required for Task 1.4.

Task 8.3 – Parcel Calculations: Utilizing the information and physical evidence found in Task 1.1 and 1.2, CBBEL will compute the location of the existing right-of-way, property lines and Section/Quarter lines along with the proposed take and easement lines for this project.

Task 8.4 – Drafting of the “Plat of Highway”: CBBEL will compile all the information gathered in Task 1.1 thru 1.3 on the “Plat of Highway” in a format suitable for submittal to and approval by IDOT & LCDOT

Task 8.5 – Prepare Written Legal Description: CBBEL will prepare written legal descriptions of all permanent right-of-way takes and temporary easements suitable for submittal to and approval by IDOT & LCDOT.

Task 8.6 – Final Submittal and Revisions: CBBEL will submit hard and electronic copies of the Plat of Highway, Legal Descriptions and Title Reports for review and approval by IDOT & LCDOT and will make the necessary revisions to the Plat of Highway and Legal Descriptions after the review comments are received.

Task 9 – Preliminary Plans and Cost Estimate (60%):

Based on the approved Phase I Preliminary Geometric Plans, CBBEL will prepare preliminary plans and an estimate of construction cost. Contract documents will be in accordance with IDOT federal letting standards and will be in English units.

The following drawings will be provided for preliminary review:

- | | |
|----------|---|
| 1 Sheet | Cover Sheet |
| | <ul style="list-style-type: none">▪ IDOT format▪ List of applicable LCDOT and State Highway Standards▪ Project location map |
| 2 Sheets | General Notes |
| | <ul style="list-style-type: none">▪ Include notes needed to clarify project's intent▪ Index of sheets▪ Commitments |

	<ul style="list-style-type: none"> ▪ Utility Company and Village points of contact
3 Sheets	Summary of Quantities
20 Sheets	<p>Schedules of Quantities (Submitted during Pre-Final)</p> <ul style="list-style-type: none"> ▪ Schedules for all pay items will be included except lump sum and contingency items ▪ Schedules for traffic signal plans will follow standard LCDOT sheet layout
2 Sheets	<p>Typical Sections</p> <ul style="list-style-type: none"> ▪ Including existing and proposed utilities ▪ Covers main line and cross roads ▪ Extend from ROW to ROW line
3 Sheets	<p>Alignment, Ties and Benchmarks</p> <ul style="list-style-type: none"> ▪ Provides centerline alignment, horizontal and vertical control for the project ▪ Provides ties for the centerline alignment and control points.
31 Sheets	<p>Maintenance of Traffic (1"=20' plan sheets) 2 stages and sub stages</p> <ul style="list-style-type: none"> ▪ General Notes ▪ Will show the traffic control and staging of the work that minimizes the disturbance to existing traffic patterns ▪ Temporary drainage ▪ Cross-sections at critical area will be provided to determine limits of construction and staging constructability ▪ LCDOT TCP sheet with notes, speed limit, RWA locations, etc. ▪ Detour sheets
12 Sheets	<p>Existing Conditions and Removal Plans (1"=20' plan sheets)</p> <ul style="list-style-type: none"> ▪ Will show the traffic control and staging of the work that minimizes the disturbance to existing traffic patterns ▪ Cross-sections at critical area will be provided to determine limits of construction and staging constructability
12 Sheets	<p>Roadway Plan and Profile Sheets (1"=20' horizontal, 1"=5' vertical)</p> <ul style="list-style-type: none"> ▪ Existing and proposed plan view top, profile view bottom ▪ Horizontal and vertical alignments ▪ Existing edges of pavement, medians, C&G, shoulders, driveways, lighting, signing, signals, guardrails, structures, etc. ▪ All existing storm sewers, cross road culverts, manholes, catch basins, inlets, headwalls, ditches, pump stations, etc. ▪ Station, offset, and elevation callouts to proposed elements ▪ All known utilities plotted as accurately as possible including horizontal and vertical locations ▪ Identification, sizes and appurtenances on existing topography, proposed geometry, existing drainage, proposed

	<ul style="list-style-type: none"> drainage Edges of pavement, C&G, medians, driveways, sidewalks, retaining walls, structure locations, and identifications, etc.
5 Sheets	Pavement Marking, Signing, and Landscaping Plans (1"=50' plan sheets)
5 Sheets	Brentwood Parking Lot Plans (1"=20' plan sheets)
2 Sheets	Median Landscaping Plans (1"=20' plan sheets)
14 Sheets	<p>Erosion and Sediment Control Plans and Details (1"=50' plan sheets) 2 stages</p> <ul style="list-style-type: none"> Will show erosion and sediment control for the main construction stages LCDOT ECP sheet with disturbed area, drainage basin map, notes, quantities, etc.
3 Sheet	<p>Intersection Details (1"=10' plan sheets)</p> <ul style="list-style-type: none"> Provide detailed horizontal and vertical control for the intersection of Deerfield Road with Milwaukee Avenue, Portwine Road and Riverwoods/Saunders Roads.
10 Sheets	<p>Sidewalk Curb Ramp Details (1"=5' plan sheets)</p> <ul style="list-style-type: none"> Provide detailed horizontal and vertical for the curbed ramp details
12 Sheets	<p>Traffic Signal Modernization Plans – Deerfield Road and IL Rt 21 (1"=20' plan sheets)</p> <ul style="list-style-type: none"> Temporary Traffic Signal and Removal Plans Preliminary, pre-final, and final traffic signal modification plans Cable plan and schedule of quantities Phase designation diagrams Adaptive Signal Control Details Video or Loop detection details and general notes Traffic Signal interconnect plan Technical specifications employing LCDOT special provisions to the extent that they apply will be assembled
12 Sheets	<p>Traffic Signal Modernization Plans – Deerfield Road and Portwine Road (1"=20' plan sheets)</p> <ul style="list-style-type: none"> Permanent Temporary Traffic Signal Removal Plans Preliminary, pre-final, and final traffic signal modification plans Cable plan and schedule of quantities Phase designation diagrams Adaptive Signal Control Details

12 Sheets	<p>Traffic Signal Modernization Plans – Deerfield Road and Saunders Road (1"=20' plan sheets)</p> <ul style="list-style-type: none"> ▪ Preliminary, pre-final, and final traffic signal modification plans ▪ Cable plan and schedule of quantities ▪ Phase designation diagrams ▪ Technical specifications employing LCDOT special provisions to the extent that they apply will be assembled
4 Sheets	<p>Interconnect Plans (1"=50' plan sheets)</p> <ul style="list-style-type: none"> ▪ Interconnect schematic plan along Deerfield Road connecting the three signalized intersections ▪ Schedule of quantities.
8 Sheets	<p>Roadway Lighting Plans (1"=50' plan sheets) Deerfield Road at IL Rt 21</p> <ul style="list-style-type: none"> ▪ Temporary lighting plan. ▪ Unit duct and cable plan. ▪ Details. ▪ Schedule of quantities.
2 Sheets	<p>Compensatory Storage Grading Plans</p> <ul style="list-style-type: none"> ▪ Existing and proposed contours
10 Sheets	Bridge Widening Structural Plans
8 Sheets	Culvert Structural Plans
16 Sheets	Retaining Wall Structural Plans
6 Sheets	Noise Wall Structural Plans
7 Sheets	Construction Details (project specific)
34 Sheets	<p>Cross-Sections</p> <ul style="list-style-type: none"> ▪ At a scale of 1" = 5'-0" horizontal and vertical ▪ At 50' intervals ▪ At all entrances to verify easement need and constructability (satisfactory grades) ▪ At all proposed drainage structures ▪ All known utilities plotted and proposed ditching sufficiently complete to allow identification of utility conflicts ▪ Existing topography including drainage within the ROW shown on the nearest cross section
6 Sheets	IDOT D1 Standards
18 Sheets	LCDOT Standards

20 Sheets IDOT Standards

Estimated 300 Total Sheets

An estimate of construction cost will be submitted along with the preliminary plans to LCDOT and the local municipalities for review. The cost estimate will have costs broken out for items that will have cost sharing with the local municipalities.

Task 10 – Traffic Signal Improvement Plans – Deerfield Road: IL Rte. 21 (Milwaukee Avenue) to Saunders Road/Riverwoods Road: The existing traffic signal installations on Deerfield Road at IL Rte. 21 (Milwaukee Avenue), Deerfield Road at Portwine Road and Deerfield Road at Riverwoods Drive/ Saunders Road will be modernized (replaced) as part of the overall improvements.

Task 10.1 – Base Sheet Preparation: Prepare base sheets at a scale of 1" = 20' for the traffic signal modernization plans and 1"= 50' for the traffic signal interconnect system using the existing traffic signal plan information and the proposed roadway improvement plans to be prepared by CBBEL. This information shall be supplemented by a field reconnaissance of the existing traffic signal installations to verify existing conditions.

Task 10.2 – Traffic Signal Modernization Plans: Prepare the traffic signal modification plans using the base sheet information from Task 9.1. The traffic signal modernization plans shall be developed based on County and IDOT standards current at the time said plans are prepared. The traffic signal modernization plans shall include the following:

- a. Temporary Traffic Signal and Removal Plans, including 4 MOT temporary signal staging plans.
- b. Preliminary, pre-final and final traffic signal modification plans.
- c. Cable plan and schedule of quantities.
- d. Phase Designation Diagrams.
- e. Video or Loop detector detail and general notes.
- f. Traffic signal interconnect plan.
- g. Signal System Schematic plan.
- h. Fiber Optic Splicing Detail(s).
- i. Technical specifications employing County and IDOT special provisions to the extent that they apply will be assembled.

Task 10.3 – Coordination with County and IDOT: The consultant shall be responsible for meeting with representatives from the County and IDOT to review the proposed scope of services and to determine specific design criteria required by the County and IDOT for proposed project. In addition, the consultant will review with the County and IDOT design review comments and project letting requirements. In addition, CBBEL will submit to the utility companies a set of pre-final and final engineering plans to verify or identify potential conflicts. CBBEL will notify the County of potential conflicts.

Task 10.4 – Consultation During the Design Process: The consultant will meet with the County to advise as to the status of the project and concerns regarding specific design elements. The meetings will also serve to clarify specific design requirements that the

County, IDOT, and other local agencies may want incorporated into the plans.

Task 11 – Pump Station Relocation Design

Task 11.1 – Data Collection and Review Existing Conditions: CBBEL will meet on site with the Village to review existing conditions. CBBEL will review any available information, record drawings, and the IEPA Permits the Village may have in its files pertinent to the existing system.

Task 11.2 – Preparation of Preliminary Design Memorandum: This task will include a general description of the pump station improvements (if required) and will detail pump station relocation design parameters such as range of pumping flow rate, pumping head, motor horsepower, and general layout and configuration of the wet well, controls, enclosures and site amenities. Pump controls will be housed in weather-proof standalone enclosure on a concrete slab on grade. The preparation of the Preliminary Design Memorandum establishes the design parameters prior to final drawing preparation. Once design parameters and requirements are established by the Design Memorandum and agreed upon, we will proceed with Task 11.3. One meeting has been assumed for presentation and discussion of the Design Memorandum.

Task 11.3 – Preparation of Plans and Specifications: CBBEL will prepare technical specifications and design drawings for the project. The drawings will include a demolition plan, site plan, plan view and sections detailing the work to be performed along with mechanical, electrical and civil details. The drawings will also include a one-line diagram of the pump power plan and controls, and details of site-specific equipment. Technical specifications will be prepared for all equipment to be included in the project. CBBEL will prepare an opinion of probable construction cost for the lift station improvements. CBBEL will prepare and submit an IEPA Lift Station Construction Permit Application along with the completed plans and specs.

Task 12 – Bridge Widening Design (Deerfield Road Bridge over Des Plaines River):

The structure carrying Deerfield Road (SN 049-0174) over Des Plaines road is a three-span continuous bridge with 225'-0" back to back of abutments, spans 67'-5 7/8", 85'-0", 67'-5 7/8" (center of bearing to center of bearing). The superstructure consists of a 7 1/2" concrete deck supported on 7 wide flange beams (W33x118 in positive moment areas and W33x152 over the piers). The out to out of the deck is 43'-2", providing a 12'-0" traffic lane, and an 8'-0" shoulder with 1'-7" type F parapets on each direction. The substructure consists of two pile bent stub abutments and solid web piers all supported on concrete piles. There is a paved bike path under the bridge at west span.

The structure will be widened with Complete Deck Replacement and Approach Slab will be replaced. The new superstructure will accommodate the ultimate widened road section and sidewalk, minimizes future maintenance costs and will align the bridge deck life with the remaining service life of the structure. Additionally, the abutments will be converted to semi-integral abutments, eliminating leaking at the abutments and causing damage to end of beams and bearings. CBBEL will prepare TS&L and final plans according to IDOT requirements.

Task 13 – Box Culvert Design:

The existing culvert at Thorngate Creek will be replaced with a 12'x 5' precast culvert. CBBEL will develop the final plans, including the stage construction and headwalls. This culvert will have mammal passage shelves cast inside of the culvert on both sides to accommodate wildlife crossings. It is anticipated that a temporary bypass culvert will be installed to the west of the existing culvert to maintain flow of the creek during construction of the proposed precast box culvert.

A single 4-feet (W) by 3-feet (H) precast RCBC is currently being investigated at the east side of the Des Plaines River riparian corridor between Wetland 1 and Wetland 15. Under existing conditions there is not a culvert at this location. The culvert would accommodate the movement of medium to small sized terrestrial wildlife along the Des Plaines River riparian corridor. If the wetland hydrology analysis allows the restoration of the hydrologic connection between the two wetlands based on the Lake County Watershed Development Ordinance permitting in Task 4.1 above, the culvert will be included in the plans. The culvert would be embedded 0.5 foot to allow natural substrate to accumulate along the bottom of the culvert. The proposed embedment also allows the flowline through the culvert to closely match the approximate existing ground elevations in the vicinity of the Deerfield Road crossing. The proposed culvert would be approximately 53 feet from face to face.

Task 14 – Retaining Wall Design:

There are eight (8) proposed retaining walls along the proposed widening of the Deerfield road. These walls will support the roadway embankment widening. It is assumed that most of these walls will be soldier pile retaining walls due to proximity to right-of-way line. It is possible that a couple of them may be segmental block walls, depending on the roadway widening limits. There are several utility lines along the Deerfield Road, and they will impact the retaining walls types. All the walls are shorter than 7' high and TS&L are not required.

The final type of the retaining walls will be determined after reviewing the geotechnical report and final roadway plans are set. CBBEL will prepare final design plans for the retaining walls according to IDOT procedures and requirements.

Task 14.1 – Noise Abatement Walls: There are two proposed Noise Abatement Walls (NAW) along the Deerfield Road and Saunders Road. These walls will also act as retaining walls and supporting 4'-5' of the roadway embankment. These walls will be adjacent to residential houses. It is assumed that the walls will be drilled soldier piles with precast panels. It is assumed that the NAWs will be performance walls, CBBEL will prepare plans and specification for performance design and the Contractor will develop design plans.

Task 15 – Intersection Lighting Design

The existing light poles on the south side of Deerfield Road (from Milwaukee Avenue to about 700 feet west) are in conflict with the widening project and will be relocated. New intersection lighting will be provided at Deerfield Road and Milwaukee Avenue as well as transition lighting (800 ft north, 750 ft south, and 750 ft east). The new light lighting equipment will be standard spun aluminum poles with LED cobra head type luminaires.

The design will be in accordance with current IDOT District 1 “General Guidelines for Lighting Design, Plan Preparation, and Highway Lighting by Permit”, Lake County Standards, and ANSI-IES RP-8-18 “American National Standard Practice for Roadway Lighting”, latest editions.

Task 15.1 Preliminary Submittal (Photometric Calculations): CBBEL will perform lighting photometric calculations to achieve the required lighting levels for the roadways and intersections. The photometric calculations will be performed using the last version of AGI32 photometric software. A Preliminary lighting submittal report will be created including a project description, target lighting levels with justification, photometric calculations, and cut sheets of the proposed lighting equipment.

Task 15.2 Prefinal Submittal (Detailed Electrical Design): Proposed lighting plans/detail sheets and specifications will be prepared. The plan sheets will include the locations of the lighting units along with the controller, electric cables/raceways, and hand holes. Detail drawings will include light pole and luminaire, concrete foundation, pole handhole wiring diagram, one-line circuit diagram, handhole and conduit installation details. Detailed specifications will be prepared along with the appropriate County/IDOT standards. The plans/details, special provisions, and opinion of probable construction cost will be prepared. This task will also include coordination with ComEd for electrical service to the new lighting controller.

Task 15.3 Final Submittal: CBBEL will respond to review comments from the County and IDOT, and revise the design as required.

Task 16 – Utility Coordination

Once the utilities have verified the location of their facilities, CBBEL will identify potential conflicts, and will set up meetings to discuss necessary utility relocations or plan adjustments. The scheduling of the necessary utility relocation work will also be reviewed in the coordination meetings. We anticipate six meetings with individual utility companies will be required.

CBBEL will continue coordination with the Northwest Water Commission concerning their proposed plans for a new transmission line through the project corridor.

Proposed utility relocations determined through coordination will be shown in plan view, profile view, and on cross sections. CBBEL will coordinate the design with utility companies and provide CADD files to utility companies when requested. CBBEL will assist LCDOT with review utility relocation plan permit submissions.

Surveying And Mapping, LLC will complete a Subsurface Utility Engineering survey of the project area to provide Quality Level B utility data. Quality Level B utility data gathered through a process known as Designating, are representations of the approximate horizontal positions of underground utilities. These representations will be obtained by applying appropriate surface geophysical methods within the project limits in order to image and mark existing utilities. The marked utility will then be measured and documented in accordance with the standard of care of the subsurface utility engineering profession. Utilities of record but not capable of designation will be depicted at a lower quality level (Quality Level “C” or “D”).

Task 17 – Pre-Final Plans, Specifications and Cost Estimate (90%)

Based on comments provided by LCDOT, local municipalities, the permitting agencies, and coordination with utility companies, CBBEL will submit pre-final construction documents for review. CBBEL will write a separate disposition of comments to address each reviewing agency's preliminary comments. The cost estimate will identify federal funding codes, identify non-federal items, and breakout costs for local participation.

Due to the current funding being located late in LCDOT's Program, it is anticipated that there will be a significant amount of time between submittal of Pre-Final plans to LCDOT and submittal of Pre-Final plans to IDOT. Effort is included in this task to address the shut-down and start-up associated with this dormant period. Additionally, specifications, pay items, standards, and permitting regulations will be updated prior to submitting Pre-Final plans to IDOT.

Task 18 – Final Plans, Specifications and Cost Estimate (100%)

CBBEL will finalize the contract documents based on the pre-final review and current standards and pay items. The requested number of copies of plans and specifications will be submitted to LCDOT and IDOT. A final estimate of construction cost and estimate of required working days will also be submitted. Final bid documents shall be provided in IDOT format for a state letting.

Task 19 – Land Acquisition Services

CBBEL will retain Santacruz Associates and HLR, Inc. to perform land acquisition services for the project. These services will include appraisals, review appraisals, and negotiation services for the project. The timing of this work will be discussed at the Local Agency Kickoff Meeting.

Testimony in court by the appraiser, review appraiser, and negotiator as witness on behalf of LCDOT, if applicable, during eminent domain trials is not included in this proposal.

It is anticipated that some changes to the plans will come out of the land acquisition negotiation process. CBBEL will provide support during the land acquisition process including revisions to the construction documents and meetings with property owner as needed.

It is estimated that approximately 62 parcels will be affected.

Task 20 – Preliminary Site Investigation

CBBEL will retain Huff & Huff, Inc. (H&H) to update the Preliminary Environmental Site Assessment (PESA) completed in Phase I. Once updated, H&H will perform up to seven soil borings and include analytical results from the borings in the Preliminary Site Investigation (PSI) report. The PSI will determine if the recognized environmental concern on the identified potentially impacted property will have the potential to affect the condition of the soil encountered during construction. H&H will then complete and stamp form LPC-663 for portions of the project where uncontaminated soils are identified. Huff & Huff will obtain one or two pre-certification letters from CCDD fill operations to include in the contract documents.

Task 21 – Phase III Support

CBBEL will provide assistance to IDOT/LCDOT during the bid process. CBBEL will address questions from bidders and, if necessary, will compile an addendum to be issued to bidders. In addition, CBBEL will provide shop drawing review for LCDOT during construction and will clarify design intent to the RE if questions arise.

CBBEL will prepare exhibits for and attend the Phase III Kickoff Public Meeting.

Once the project reaches substantial completion, CBBEL will verify the iron rods at all the corners of the right-of-way takes and permanent easements previously set under Task 1 and reset 5\8 x 24-inch iron rods (with survey caps) as necessary.

Task 22 – QA/QC

The CBBEL QC/QA plan emphasizes an integrated project development process, with a guiding principal to ensure cost effective and practical infrastructure management that advocates a safe, constructible and cost-effective design solution that minimizes change orders and schedule delays.

The QC/QA Manager will perform a comprehensive evaluation of the following items throughout the design process.

- Scoping/field checks
- Submittals
- Design calculations
- Computer inputs/outputs
- Documentation of decisions and directives
- Pay items and quantity calculations
- Project records
- Compliance statements
- Pre-Final and Final Plan format and content

The Project Manager manages the overall project quality control's process and, through the QC/QA Manager, assigns qualified senior quality reviewers for pending deliverables as required.

Task 23 – Administration

This task will include overall project administration and work force planning/allocation. This task also includes development of monthly progress reports which will be submitted to LCDOT each month in conjunction with submittal of project invoices.

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME Christopher B. Burke Engineering, Ltd.
PRIME/SUPPLEMENT _____

DATE 03/19/20
PTB NO. _____

CONTRACT TERM 24 MONTHS
START DATE 6/1/2020
RAISE DATE 1/1/2021

OVERHEAD RATE 129.83%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

6/1/2020 - 1/1/2021

1/2/2021 - 1/1/2022

1/2/2022 - 6/1/2022

7
24

12
24

5
24

= 29.17%
= 1.0277

51.50%

22.10%

The total escalation for this project would be:

2.77%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT

Christopher B. Burke Engineering, L DATE

03/19/20

ESCALATION FACTOR

2.77%

CLASSIFICATION	CURRENT RATE	PROPOSED RATE	CALCULATED RATE
PRINCIPAL	\$70.00		\$70.00
ENGINEER VI	\$70.00		\$70.00
ENGINEER V	\$65.98		\$67.81
ENGINEER IV	\$54.41		\$55.92
ENGINEER III	\$46.70		\$47.99
ENGINEER I/II	\$33.08		\$34.00
SURVEY V	\$70.00		\$70.00
SURVEY IV	\$65.50		\$67.31
SURVEY III	\$57.75		\$59.35
SURVEY II*	\$43.30		\$44.50
SURVEY I*	\$34.50		\$35.46
ENGINEERING TECHNICIAN V	\$64.77		\$66.56
ENGINEERING TECHNICIAN IV	\$48.25		\$49.59
ENGINEERING TECHNICIAN III	\$51.44		\$52.86
ENGINEERING TECHNICIAN I/II*	\$20.67		\$21.24
CAD MANAGER	\$61.75		\$63.46
ASST. CAD MANAGER	\$51.33		\$52.75
CAD II *	\$46.92		\$48.22
GIS SPECIALIST III	\$49.00		\$50.36
GIS SPECIALIST I/II*	\$32.00		\$32.89
LANDSCAPE ARCHITECT	\$55.50		\$57.04
ENVIRONMENTAL RESOURCE SPECIALIST V	\$68.50		\$70.00
ENVIRONMENTAL RESOURCE SPECIALIST IV	\$53.13		\$54.60
ENVIRONMENTAL RESOURCE SPECIALIST III	\$40.67		\$41.80
ENVIRONMENTAL RESOURCE SPECIALIST I/II	\$31.13		\$31.99
ENVIRONMENTAL RESOURCE TECHNICIAN*	\$38.50		\$39.57
ADMINISTRATIVE*	\$36.28		\$37.28
ENGINEERING INTERN	\$16.00		\$16.44

DF-824-039
REV 12/04

0

14.50% [DL+R(DL) +1.4(DL)+IHDC]

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AVERAGE HOURLY PROJECT RATES

FIRM
Local Agency
Section
Project
Job No:

Christopher B. Burke Engineering, Ltd.
LCDOT
15-00038-07-WR
Deerfield Road
0

DATE 03/19/20

SHEET 1 OF 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Pick-Up Survey			Geotechnical Investigatio			Drainage Studies			Permits			Agency/Public Coordinatio		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PRINCIPAL	70.00	0																	
ENGINEER VI	70.00	672	5.11%	3.58													32	5.99%	4.19
ENGINEER V	67.81	2106	16.02%	10.86	4	1.68%	1.14	16	100.00%	67.81	200	50.00%	33.90	56	5.51%	3.74	88	16.48%	11.17
ENGINEER IV	55.92	1367	10.40%	5.81										200	19.69%	11.01	260	48.69%	27.23
ENGINEER III	47.99	3644	27.72%	13.30							200	50.00%	24.00	340	33.46%	16.06	66	12.36%	5.93
ENGINEER I/II	34.00	625	4.75%	1.62															
SURVEY V	70.00	48	0.37%	0.26	8	3.36%	2.35												
SURVEY IV	67.31	315	2.40%	1.61															
SURVEY III	59.35	108	0.82%	0.49															
SURVEY II*	44.50	515	3.92%	1.74	80	33.61%	14.96												
SURVEY I*	35.46	515	3.92%	1.39	80	33.61%	11.92												
ENGINEERING TECHNICIAN V	66.56	66	0.50%	0.33															
ENGINEERING TECHNICIAN IV	49.59	0																	
ENGINEERING TECHNICIAN III	52.86	0																	
ENGINEERING TECHNICIAN I/II*	21.24	0																	
CAD MANAGER	63.46	834	6.34%	4.03	66	27.73%	17.60										88	16.48%	10.46
ASST. CAD MANAGER	52.75	0																	
CAD II *	48.22	1732	13.17%	6.35															
GIS SPECIALIST III	50.36	0																	
GIS SPECIALIST I/II*	32.89	170	1.29%	0.43										170	16.73%	5.50			
LANDSCAPE ARCHITECT	57.04	196	1.49%	0.85										16	1.57%	0.90			
ENVIRONMENTAL RESOURCE SPECIALIST V	70.00	0																	
ENVIRONMENTAL RESOURCE SPECIALIST IV	54.60	132	1.00%	0.55										132	12.99%	7.09			
ENVIRONMENTAL RESOURCE SPECIALIST III	41.80	40	0.30%	0.13										40	3.94%	1.65			
ENVIRONMENTAL RESOURCE SPECIALIST I/II	31.99	16	0.12%	0.04										16	1.57%	0.50			
ENVIRONMENTAL RESOURCE TECHNICIAN*	39.57	46	0.35%	0.14										46	4.53%	1.79			
ADMINISTRATIVE*	37.28	0																	
ENGINEERING INTERN	16.44	0																	
TOTALS		13147	100%	\$53.50	238	100.00%	\$47.97	16	100%	\$67.81	400	100%	\$57.90	1016	100%	\$48.24	534	100%	\$58.98

AVERAGE HOURLY PROJECT RATES

FIRM Christopher B. Burke Engineering, Ltd.
Local Agency LCDOT
Section 15-00038-07-WR
Project Deerfield Road
Job No: 0

DATE 03/19/20

SHEET 2 OF 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Corridor Landscaping			Traffic Maintenance Analysis			Plat of Highways			Preliminary Plans and Cost Est			Traffic Signal Improvement Pla			Pump Station Relocation Desi		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PRINCIPAL	70.00																		
ENGINEER VI	70.00				2	1.30%	0.91				80	3.40%	2.38	48	7.89%	5.53			
ENGINEER V	67.81	2	0.83%	0.56	32	20.78%	14.09				680	28.91%	19.60				48	14.37%	9.74
ENGINEER IV	55.92																		
ENGINEER III	47.99	60	24.79%	11.90	120	77.92%	37.40				1240	52.72%	25.30	260	42.76%	20.52	220	65.87%	31.61
ENGINEER I/II	34.00																		
SURVEY V	70.00							40	2.40%	1.68									
SURVEY IV	67.31							315	18.92%	12.73									
SURVEY III	59.35							60	3.60%	2.14									
SURVEY II*	44.50							435	26.13%	11.63									
SURVEY I*	35.46							435	26.13%	9.26									
ENGINEERING TEC	66.56																66	19.76%	13.15
ENGINEERING TEC	49.59																		
ENGINEERING TEC	52.86																		
ENGINEERING TEC	21.24																		
CAD MANAGER	63.46							380	22.82%	14.48	220	9.35%	5.94						
ASST. CAD MANAG	52.75																		
CAD II *	48.22										132	5.61%	2.71	300	49.34%	23.79			
GIS SPECIALIST III	50.36																		
GIS SPECIALIST I/II	32.89																		
LANDSCAPE ARCH	57.04	180	74.38%	42.42															
ENVIRONMENTAL P	70.00																		
ENVIRONMENTAL P	54.60																		
ENVIRONMENTAL P	41.80																		
ENVIRONMENTAL P	31.99																		
ENVIRONMENTAL P	39.57																		
ADMINISTRATIVE*	37.28																		
ENGINEERING INTE	16.44																		
TOTALS		242	100%	\$54.88	154	100%	\$52.40	1665	100%	\$51.93	2352	100%	\$55.93	608	100%	\$49.84	334	100%	\$54.51

AVERAGE HOURLY PROJECT RATES

FIRM Christopher B. Burke Engineering, Ltd.
Local Agency LCDOT
Section 15-00038-07-WR
Project Deerfield Road
Job No: 0

DATE 03/19/20

SHEET 3 OF 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Bridge Widening Design			Box Culvert Design			Retaining Wall Design			Intersection Lighting Design			Utility Coordination			Pre-Final Plans, Specifications		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PRINCIPAL	70.00																		
ENGINEER VI	70.00	12	2.22%	1.56	4	1.54%	1.08	16	0.89%	0.62							48	3.83%	2.68
ENGINEER V	67.81	48	8.89%	6.03	16	6.15%	4.17	120	6.68%	4.53				24	17.39%	11.79	312	24.88%	16.87
ENGINEER IV	55.92	180	33.33%	18.64	96	36.92%	20.65	560	31.18%	17.43	71	31.98%	17.88						
ENGINEER III	47.99										70	31.53%	15.13	66	47.83%	22.95	654	52.15%	25.03
ENGINEER I/II	34.00	80	14.81%	5.04	24	9.23%	3.14	260	14.48%	4.92	81	36.49%	12.40				120	9.57%	3.25
SURVEY V	70.00																		
SURVEY IV	67.31																		
SURVEY III	59.35													48	34.78%	20.64			
SURVEY II*	44.50																		
SURVEY I*	35.46																		
ENGINEERING TEC	66.56																		
ENGINEERING TEC	49.59																		
ENGINEERING TEC	52.86																		
ENGINEERING TEC	21.24																		
CAD MANAGER	63.46																40	3.19%	2.02
ASST. CAD MANAG	52.75																		
CAD II *	48.22	220	40.74%	19.64	120	46.15%	22.25	840	46.77%	22.55							80	6.38%	3.08
GIS SPECIALIST III	50.36																		
GIS SPECIALIST I/II	32.89																		
LANDSCAPE ARCH	57.04																		
ENVIRONMENTAL P	70.00																		
ENVIRONMENTAL P	54.60																		
ENVIRONMENTAL P	41.80																		
ENVIRONMENTAL P	31.99																		
ENVIRONMENTAL P	39.57																		
ADMINISTRATIVE*	37.28																		
ENGINEERING INTE	16.44																		
TOTALS		540	100%	\$50.90	260	100%	\$51.29	1796	100%	\$50.06	222	100%	\$45.42	138	100%	\$55.39	1254	100%	\$52.93

AVERAGE HOURLY PROJECT RATES

FIRM Christopher B. Burke Engineering, Ltd.
Local Agency LCDOT
Section 15-00038-07-WR
Project Deerfield Road
Job No: 0

DATE 03/19/20

SHEET 4 OF 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Final Plans, Specifications and			Land Acquisition Services			Preliminary Site Investigation			Phase III Support			QA/QC			Administration		
		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	70.00																		
ENGINEER VI	70.00	24	5.22%	3.65	24	19.35%	13.55	2	14.29%	10.00	40	13.33%	9.33	140	50.00%	35.00	200	100.00%	70.00
ENGINEER V	67.81	88	19.13%	12.97	60	48.39%	32.81	12	85.71%	58.12	160	53.33%	36.16	140	50.00%	33.90			
ENGINEER IV	55.92																		
ENGINEER III	47.99	248	53.91%	25.87							100	33.33%	16.00						
ENGINEER I/II	34.00	60	13.04%	4.43															
SURVEY V	70.00																		
SURVEY IV	67.31																		
SURVEY III	59.35																		
SURVEY II*	44.50																		
SURVEY I*	35.46																		
ENGINEERING TEC	66.56																		
ENGINEERING TEC	49.59																		
ENGINEERING TEC	52.86																		
ENGINEERING TEC	21.24																		
CAD MANAGER	63.46				40	32.26%	20.47												
ASST. CAD MANAG	52.75																		
CAD II *	48.22	40	8.70%	4.19															
GIS SPECIALIST III	50.36																		
GIS SPECIALIST I/II	32.89																		
LANDSCAPE ARCH	57.04																		
ENVIRONMENTAL P	70.00																		
ENVIRONMENTAL P	54.60																		
ENVIRONMENTAL P	41.80																		
ENVIRONMENTAL P	31.99																		
ENVIRONMENTAL P	39.57																		
ADMINISTRATIVE*	37.28																		
ENGINEERING INT	16.44																		
TOTALS		460	100%	\$51.13	124	100%	\$66.83	14	100%	\$68.12	300	100%	\$61.49	280	100%	\$68.90	200	100%	\$70.00



TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600 • Fax 630.653.2988

October 14, 2019

Mr. Jason G. Souden, PE
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road Suite 600
Rosemont, IL 60018-4920

RE: P.N. 55,835A
Geotechnical Exploration
Roadway Improvements
Deerfield Road, US 45/IL21,
Portwine & Saunders Roads
Lake County, IL

Dear Mr. Souden:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Geotechnical Engineering Services for the above captioned project. Our proposal responds to your email dated September 24, 2019 and subsequent phone conversations. The objectives of the Geotechnical Study are to explore soil conditions and provide recommendations for pavement design in connection with the proposed reconstruction/rehabilitation.

Project Description:

This project includes Phase 2 Engineering for roadway improvements to Deerfield Road (County Highway 11) from west of US 45/IL 21 (Milwaukee Avenue) to Saunders Road (County Highway 58), in Lake County, a mainline distance of approximately 11,300 feet, or 2.1 miles. This project is located within the municipal boundaries of the Village of Riverwoods on the east and the Village of Buffalo Grove on the west. This project also traverses the Edward L. Ryerson Woods Forest Preserve, a Lake County Forest Preserve District (LCFPD) holding, which includes an Illinois Dedicated Nature Preserve east of the Des Plaines River and north of Deerfield Road.

This project is anticipated to include widening and/or reconstruction of Deerfield Road to generally provide one travel lanes in each direction with a middle turn lane. The existing rural cross section including shoulders and a generally open drainage system, is anticipated to be converted to an urban section with curb and gutter and a closed drainage system. Based on the adjacent forest preserve property and residential property, a range of alternatives will be investigated. Plans also include a new right-hand turn lanes from U.S. Route 45 (IL-21/Milwaukee Avenue) to Deerfield Road as well as Saunders Road to Deerfield Road. New left-hand turn lanes are also planned for north and south bound Portwine Road to Deerfield Road.

Boring Program:

We are proposing to drill a total of fifty (50) soil borings as part of our Geotechnical Exploration for the roadway improvements. They are to be extended to a depth of 10 feet below existing grade. Thirty (30) pavement cores are also included as part of our Geotechnical Exploration.

Road	Length (Feet)	Borings	Depth (Feet)	Footage (Feet)	Cores
Deerfield Road Sta. 93+49 to 206+57	11,300	39	10	390	16
US45 / IL 21 (South) Sta. 69+55 to 75+44	590	3	10	30	2
Portwine Road Sta. 294+92 to 305+06	1,015	4	10	40	4
Saunders Road Sta. 415+49 to 419+00	350	2	10	20	2
Thorngate Creek Culvert	0	2	15	30	0
Driveways Extra Cores	0	0	0	0	6
TOTALS	13,255	50		510	30

Total drilling footage on this basis is estimated to be about 510 lineal feet.

The pavement cores will be taken using a 4-inch diameter core barrel. Auger samples will also be obtained of underlying base course/subbase materials. A macro-core sample will then be taken of the upper subgrade to a depth of approximately 3 feet below the top of pavement. The core holes will be patched upon completion using a cold mix asphalt or non-shrink concrete grout.

For the purposes of this proposal, we have assumed that the boring locations will be accessible to conventional drilling equipment. In this regard, they should not be located in standing water, within wooded or landscaped areas, or on steeply sloping ground. No provisions have been made for tree/brush clearing or other obstruction removal should borehole access be impeded. Landscape restoration or crop damage (if required) is also not included in the project budget.

TSC will utilize personnel who are trained in layout procedures to stake the borings in the field. Ground surface elevations for each borehole will be determined by GPS using a Trimble R8S GNSS receiver. Utility clearance for the borings will be obtained by contacting JULIE (Joint Utility Locating Information for Excavators). Secondary and/or private underground utility lines will have to be marked by the property owner or their agents; a private locator can be hired (at an added cost) if necessary.

Soil samples will be obtained by standard split-spoon (ASTM D 1586) methods at each boring location in accordance with IDOT procedures. Special circumstances (trees, slopes, power lines, etc.) may dictate use of a small drill rig where soil samples will be obtained by geo-probe methods. Subgrade borings will be sampled continuously in the upper 5 feet and not exceed 2½-foot intervals below this

level, unless unforeseen circumstances present themselves. A representative portion of the split-spoon samples will be placed in a glass jar with screw-type lid for transportation to our laboratory.

Groundwater observations will also be made during and following completion of drilling operations, with any boreholes in pavement areas to be backfilled immediately and patched at the surface. It should be noted that our cost estimate does not include 24 hours water level readings or the installation of piezometers to monitor groundwater fluctuations which may occur seasonally. An additional cost could be included if required.

Assumptions for Permits:

U.S. Route 45/IL Route 21 (Milwaukee Avenue) is under IDOT jurisdiction and will require an IDOT permit to perform the field work. It has been our experience that it may take at least 6 to 8 weeks or more to get a permit from IDOT.

Deerfield Road (County Highway 11) and Saunders Road (County Highway 58) are under Lake County jurisdiction and will require a county permit to perform the field work.

It is assumed the Christopher B. Burke Engineering, Ltd. would help obtain any Forest Preserve permits and/or right of entry in order to allow TSC to take soil boring located within Edward L. Ryerson Woods Forest Preserve or the Lake County Forest Preserve District (LCFPD).

Traffic Control:

The pavement cores located along Deerfield, US 45/IL-21, Portwine and Saunders Roads will require lane closures as well as some of the soil borings. This proposal includes a provision for lane closures by a professional traffic control firm. Please note that our cost estimate for this project is based on the assumption that TSC will be able to perform cores and borings during weekdays (Monday through Friday) beginning no later than 8:00 AM and ending no sooner than 3:00 PM. A cost supplement to this proposal may be required if the City or IDOT imposes restricted hours (nights or weekends) to complete any of this work. If it is determined that traffic control is not needed you will not be charged for this service.

Professional traffic control is not anticipated for the borings located in the grass parkways. Traffic control is also not anticipated for the borings and cores along the side streets, however, cones, signs and/or an arrow board may be required.

Laboratory Testing:

The pavement cores will be examined and described by an experienced laboratory materials technician, with measurements taken of individual bituminous layer thicknesses. The subgrade samples obtained from the borings and cores will be examined by experienced laboratory personnel in order to verify field descriptions as well as to visually classify in accordance with the Unified and AASHTO Soil Classification Systems.

Samples retained from the borings will be examined by laboratory personnel to verify field descriptions and to estimate soil classifications in accordance with the Unified and AASHTO Soil Classification Systems. Laboratory testing will include moisture content determinations, as well as unconfined compressive strength (Qu) on cohesive soils using a proving ring tester, approved by IDOT. Estimate of unconfined compressive strength using a calibrated pocket penetrometer (Qp) will be obtained on cohesive samples when unconfined compressive strength (Qu) is not possible. Representative subgrade samples will be tested for Atterberg limits, grain size with hydrometer analysis and LOI / Wet Combustion (Organic Content) accordance with IDOT procedures. Other tests deemed to be necessary by TSC's Project Engineer may also be recommended for your approval. Our scope of work does not include any tests for Illinois Bearing Ratio (IBR) on representative subgrade samples.

Engineering Report:

Upon completion of drilling and testing, you will receive an engineering report summarizing field and laboratory test data, including a boring location plan and computer generated boring logs. It will include pavement and base course composition and thickness measurements of the pavement cores. The report will address anticipated soil and groundwater conditions impacting site development, based upon the information obtained from the borings. It will also provide recommendations to guide design and specification preparation pertaining to geotechnical issues relevant to the structure or purpose described in this proposal. These may include the following:

- General earthwork and construction considerations.
- Remedial work and/or treatment of unstable or unsuitable soil types.
- Fill placement and compaction requirements for pavements and culvert foundations.
- Foundation type, capacity and depth/elevation.
- Anticipation and management of groundwater.

This proposal does not include preparing a pavement design life-cycle cost analysis.

TSC has allowed for a pre and post meeting with Lake County Division of Transportation meeting.

Fees and Scope:

In accordance with the Cost Estimate attached, TSC is proposing a not-to-exceed budget amount of **Sixty-Four Thousand Dollars (\$ 64,000.00)** to provide the Geotechnical Exploration outlined above. Our proposal is based on the understanding that: the boring locations are accessible to a conventional truck or All-Terrain Vehicle (ATV) mounted drill; none of the borings will be located in standing water; in wooded or landscaped areas or on steeply sloping ground; and that the work can be performed during standard business hours. Our fee is further subject to this proposal being accepted by you on or before June 30, 2020.

The Illinois Department of Labor (IDOL) has taken the position that Core Drilling/Soil Testing is a covered activity under the Illinois Prevailing Wage Act (IPWA). TSC must be notified if this project is to be funded in part or total by state or local government sources, for which it would be subject to IPWA

requirements. The unit prices provided in the attached fee schedule are meant to comply with the IPWA.

Should the study reveal unexpected subsurface conditions requiring a change in the scope of work, you will be contacted before we proceed with additional work. Our invoice would then be based on the unit rates given in the attached Cost Estimate or as otherwise agreed upon. While our quoted fee does not include excavation, fill, earthwork, footing or foundation observations during the construction phase, the project budget should include a provision for these services. Plan review, pre-construction meetings and/or other consulting and professional services that are provided subsequent to delivery of TSC's report would be covered by separate invoice.

TSC's geotechnical investigation does not include services required to evaluate the likelihood of the site being contaminated by hazardous materials or other pollutants. Analytical testing which would be required in connection with IEPA Form LPC-663, Uncontaminated Soil Certification is also not included. Should an environmental and/or analytical testing be desired, please contact the undersigned for additional details and/or associated cost.

Closure:

The geotechnical services being performed are subject to TSC's attached General Conditions. Unless stated otherwise, TSC fees include all state and federal taxes and permits that may be required. However, they do not include any license, permit or bond fees that local governments may impose. The local fees, if any, will be added to the invoice. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. Jason G. Souden, PE
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road Suite 600
Rosemont, IL 60018-4920
Tel: (847) 823-0500
Fax: (847) 823-0520
email: jsouden@cbbel.com

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream, Illinois office. It would be helpful if you could also complete the attached Project Data form indicating who is to receive copies of TSC's report and other related information.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted,

TESTING SERVICE CORPORATION



Timothy R. Peceniak, P.E.
Geotechnical Engineer



Kathy Schimick
Customer Relations

TRP:KJS:lm

Enc: Cost Estimate
General Conditions
Project Data Sheet

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)



COST ESTIMATE
Roadway Improvements
Deerfield Road, US 45/IL21,
Portwine & Saunders Roads
Lake County, IL

ITEM		UNITS	QTY	RATE	COST
STAKING AND UTILITY CLEARANCE					
1.1	Layout Person to Mark Boring Locations, Obtain Surface Elevations and/or Arrange for Clearance of Underground Utilities	Hour	24.0	110.00	\$ 2,640.00
1.2	IDOT Permits, Bonds and Other Direct Charges	Lump Sum	1	900.00	\$ 900.00
1.3	Engineer to Prepare and Submit Permit	Lump Sum	1	360.00	\$ 360.00
DRILLING AND SAMPLING					
2.1	Drill Mounted on Truck and Two Person Crew (8.0 Hours per Day Portal to Portal)	Day	5	3,000.00	\$ 15,000.00
PAVEMENT CORING AND SAMPLING					
3.1	Core Van and One-Man Crew (8.0 Hours per Day Portal to Portal)	Day	4	1,500.00	\$ 6,000.00
3.2	Bit Wear - Per Inch of Asphalt or PCC Pavement	Inch	240	4.00	\$ 960.00
3.3	Patch Holes with Cold Patch Asphalt or Non-Shrink Grout	Each	30	10.00	\$ 300.00
3.4	Visual Classification, Water Content, Pocket Penetrometer Reading (Qp) on Cohesive Samples and Dry Unit Weight Determination on Fill Materials	Each	30	15.00	\$ 450.00
3.5	Materials Technician to Measure and Describe Core Sample in Laboratory	Each	30	15.00	\$ 450.00
TRAFFIC CONTROL					
4.1	2-Man Flagging Crew, Regular Time (Portal to Portal)	Hour	56.0	300.00	\$ 16,800.00
4.2	2-Man Flagging Crew, Overtime	Hour	10.0	350.00	\$ 3,500.00
4.3	TSC Pickup, Arrowboard and/or cones	Day	2	125.00	\$ 250.00
LABORATORY TESTING					
5.1	Examine Samples to Describe by Textural System and Classify Using the Unified Soil Classification System	Each	250	4.00	\$ 1,000.00



ITEM		UNITS	QTY	RATE	COST
5.2	Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	230	7.00	\$ 1,610.00
5.3	Unconfined Compressive Strength of Cohesive Soils (or Torvane Shear Strength Measurement)	Each	100	14.00	\$ 1,400.00
5.4	Dry Unit Weight Determination	Each	40	7.00	\$ 280.00
5.5	Atterberg Limit Determination	Each	10	100.00	\$ 1,000.00
5.6	Sieve Analysis with #200 Wash	Each	0	90.00	\$ 0.00
5.7	Sieve Analysis with Hydrometer	Each	10	130.00	\$ 1,300.00
5.8	Loss-On-Ignition and Wet Combustion (Organic Content)	Each	5	115.00	\$ 575.00
ENGINEERING SERVICES					
6.1	Prepare Roadway Geotechnical Report (RGR) with Boring Logs and Location Plan	Lump Sum	1	7,000.00	\$ 7,000.00
6.2	Geotechnical Engineer to Perform Special Calculations or Run Slope Stability Analyses	Hour	0.0	140.00	\$ 0.00
6.3	CADD Operator	Hour	0	100.00	\$ 0.00
6.4	Geotechnical Engineer to Consult or Attend Project Meetings	Hour	16.0	140.00	\$ 2,240.00
	ESTIMATED TOTAL:				\$ 64,015.00
	RECOMMENDED BUDGET:				\$ 64,000.00



TESTING SERVICE CORPORATION

GENERAL CONDITIONS

Geotechnical and Construction Services

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et. seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to

perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



TESTING SERVICE CORPORATION

Project Data Sheet

General Information:

Project Name: _____

Project Address: _____

City / State / Zip: _____

Project Manager: _____

E-Mail: _____

Telephone: _____

Fax: _____

Site Contact: _____

E-Mail: _____

Telephone: _____

Fax: _____

Send Invoice To:

Purchase Order Number: _____

Attention: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Important Notes:

Completed By:

Signature: _____

Name: _____

Date: _____

Distribute Reports as Follows:

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

**TESTING SERVICE CORPORATION***Corporate Office*360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600 • Fax 630.653.2988

October 11, 2015

Mr. Jason G. Souden, PE
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road Suite 600
Rosemont, IL 60018-4920

RE: P.N. 55,836A
Geotechnical Exploration
Retaining Walls
Deerfield Road
Lake County, Illinois

Dear Mr. Souden:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Geotechnical Engineering Services for the above captioned project. Our proposal responds to your email dated September 24, 2019 and subsequent phone conversations. The objectives of the Geotechnical Study are to explore soil conditions and provide recommendations for foundation design in connection with nine (9) proposed retaining walls and two (2) noise walls.

Project Description:

This project includes Phase 2 Engineering for retaining walls along Deerfield Road (County Highway 11) between US 45/IL 21(Milwaukee Avenue) and along the west side of Saunders Road (County Highway 58), in Lake County. Plans also include noise walls along Deerfield and Saunders Roads. This project is located within the municipal boundaries of the Village of Riverwoods on the east and the Village of Buffalo Grove on the west. This project also traverses the Edward L. Ryerson Woods Forest Preserve, a Lake County Forest Preserve District (LCFPD) holding, which includes an Illinois Dedicated Nature Preserve east of the Des Plaines River and north of Deerfield Road.

Station	Length (Feet)	No. of Borings	Depth (Feet)	Footage (Feet)	Max Exposed Wall Height (Feet)	Wall Type
Deerfield Road						
98+83 to 99+59 (Right)	76	2	15	30	7	Sheet Pile
103+99 to 105+30 (Right)	131	2	15	30	7	Sheet Pile
104+25 to 107+54 (Left)	329	4	15	60	7	Sheet Pile
119+08 to 121+04 (Right)	196	3	15	45	7	Sheet Pile
120+10 to 121+30 (Left)	120	1*	15	15	7	Sheet Pile

Providing a Full Range of Geotechnical Engineering, Environmental Services, and Construction Materials Engineering & Testing

Station	Length (Feet)	No. of Borings	Depth (Feet)	Footage (Feet)	Max Exposed Wall Height (Feet)	Wall Type
Deerfield Road						
123+57 to 128+77 (Right)	520	7	15	105	7	Sheet Pile
123+70 to 128+75 (Left)	505	7*	15	105	7	Sheet Pile
133+97 to 136+15 (Left)	218	3	15	45	7	Sheet Pile
133+92 to 137+75 (Right)	383	5	15	75	7	Sheet Pile
195+50 to 205+15 (Right)	965	5	25	125	15	Noise Wall
Saunder Road						
413+00 to 420+00 (Left)	700	4	25	100	15	Noise Wall
Totals:	4143	43	15 - 25	735	7 - 15	

* Bridge Boring will be used also as a retaining wall boring.

Boring Program:

As seen in the above table TSC is proposing to drill a total of forty-three (43) soil borings as part of our Geotechnical Exploration. The sheet pile walls will be spaced approximately 75 feet apart, with a minimum of 2 borings per wall. The noise abatement walls will be spaced approximately 200 feet apart. The borings will be extended to depths of 15 to 25 feet below existing grade. Total drilling footage on this basis is estimated to be about 735 lineal feet.

For the purposes of this proposal, we have assumed that the boring locations will be accessible to conventional drilling equipment. In this regard, they should not be located in standing water, within wooded or landscaped areas, or on steeply sloping ground. No provisions have been made for tree/brush clearing or other obstruction removal should borehole access be impeded. Landscape restoration or crop damage (if required) is also not included in the project budget.

TSC will utilize personnel who are trained in layout procedures to stake the borings in the field. Ground surface elevations for each borehole will be determined by GPS using a Trimble R8S GNSS receiver. Utility clearance for the borings will be obtained by contacting JULIE (Joint Utility Locating Information for Excavators). Secondary and /or private underground utility lines will have to be marked by the property owner or their agents; a private locator can be hired (at an added cost) if necessary.

Soil samples will be obtained by standard split-spoon (ASTM D 1586) methods at each boring location in accordance with IDOT procedures. Special circumstances (trees, slopes, power lines, etc.) may dictate use of a small drill rig where soil samples will be obtained by geo-probe methods. The soil borings will be sampled at 2½ foot intervals to 30 feet and then at 5 foot intervals. A representative portion of the split-spoon samples will be placed in a glass jar with screw-type lid for transportation to our laboratory.

Groundwater observations will also be made during and following completion of drilling operations, with any boreholes in pavement areas to be backfilled immediately and patched at the surface. It should be noted that our cost estimate does not include 24 hours water level readings or the installation of piezometers to monitor groundwater fluctuations which may occur seasonally. An additional cost could be included if required.

Assumptions for Permits:

The soil borings for the retaining walls along Deerfield Road (County Highway 11) and Saunders Road (County Highway 58) are under Lake County jurisdiction and will require a county permit to perform the field work.

The soil borings for the retaining wall within U.S. Route 45/IL Route 21 (Milwaukee Avenue) right-of-way is under IDOT jurisdiction and will require an IDOT permit to perform the field work. It has been our experience that it may take at least 6 to 8 weeks or more to get a permit from IDOT.

Traffic Control:

It is assumed that most of the soil borings for the retaining walls will be located off the existing roadway. Therefore, professional traffic control is not anticipated at most of the boring locations, however, cones, signs and/or an arrow board may be required.

The exception being the retaining walls on the north and south side of Deerfield Road extending east and west of the bridge over the Des Plaines River. These borings will likely need to be drilled on the shoulder of the existing roadway due to the guard rail. This will require shoulder and partial lane closures. This proposal includes a provision for a partial lane closures by a traffic control firm. Please note that our cost estimate for this project is based on the assumption that TSC will be able to perform all borings and cores during weekdays (Monday through Friday) beginning no later than 8:00 AM and ending no sooner than 3:00 PM. A cost supplement to this proposal may be required if the Village or County imposes restricted hours (nights or weekends) to complete any of this work. If it is determined that traffic control is not needed you will not be charged for this service.

Laboratory Testing:

Samples retained from the borings will be examined by laboratory personnel to verify field descriptions and to estimate soil classifications in accordance with the Unified and AASHTO Soil Classification Systems. Laboratory testing will include moisture content determinations, as well as unconfined compressive strength (Qu) on cohesive soils using a proving ring tester, approved by IDOT. Estimate

of unconfined compressive strength using a calibrated pocket penetrometer (Qp) will be obtained on cohesive samples when unconfined compressive strength (Qu) is not possible. Representative subgrade samples will be tested for Atterberg limits and grain size analysis in accordance with IDOT procedures. Other tests deemed to be necessary by TSC's Project Engineer may also be recommended for your approval.

Engineering Report:

Upon completion of drilling and testing, you will receive a Structural Geotechnical Report (SGR) for the retaining walls. The engineering report will summarize field and laboratory test data, including a boring location plan and boring logs. The reports will address anticipated soil and groundwater conditions impacting site development, based upon the information obtained from the borings. It will also provide recommendations to guide design and specification preparation pertaining to geotechnical issues relevant to the structure or purpose described in this proposal. These may include the following:

- General earthwork and construction considerations.
- Remedial work and/or treatment of unstable or unsuitable soil types.
- Fill placement and compaction requirements for foundations for retaining walls.

Fees and Scope:

In accordance with the Cost Estimate attached, TSC is proposing a not-to-exceed budget amount of **Forty Thousand Dollars (\$ 40,000.00)** to provide the Geotechnical Exploration outlined above. Our proposal is based on the understanding that: the boring locations are accessible to a conventional truck or All-Terrain Vehicle (ATV) mounted drill; none of the borings will be located in standing water; in wooded or landscaped areas or on steeply sloping ground; and that the work can be performed during standard business hours. Our fee is further subject to this proposal being accepted by you on or before June 30, 2020.

The Illinois Department of Labor (IDOL) has taken the position that Core Drilling/Soil Testing is a covered activity under the Illinois Prevailing Wage Act (IPWA). TSC must be notified if this project is to be funded in part or total by state or local government sources, for which it would be subject to IPWA requirements. The unit prices provided in the attached fee schedule are meant to comply with the IPWA.

Should the study reveal unexpected subsurface conditions requiring a change in the scope of work, you will be contacted before we proceed with additional work. Our invoice would then be based on the unit rates given in the attached Cost Estimate or as otherwise agreed upon. While our quoted fee does not include excavation, fill, earthwork, footing or foundation observations during the construction phase, the project budget should include a provision for these services. Plan review, pre-construction meetings and/or other consulting and professional services that are provided subsequent to delivery of TSC's report would be covered by separate invoice.

Closure:

The geotechnical services being performed are subject to TSC's attached General Conditions. Unless stated otherwise, TSC fees include all state and federal taxes and permits that may be required. However, they do not include any license, permit or bond fees that local governments may impose. The local fees, if any, will be added to the invoice. Unless we receive written instructions to the contrary, invoices will be sent to:


Mr. Jason G. Souden, PE
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road Suite 600
Rosemont, IL 60018-4920
Tel: (847) 823-0500
Fax: (847) 823-0520
email: jsouden@cbbel.com

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream, Illinois office. It would be helpful if you could also complete the attached Project Data form indicating who is to receive copies of TSC's report and other related information.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted,

TESTING SERVICE CORPORATION



Timothy R. Peceniak, P.E.
Geotechnical Engineer



Kathy Schimick
Customer Relations

TRP:KJS:lm

Enc: Cost Estimate
General Conditions
Project Data Sheet

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)



COST ESTIMATE
Retaining Walls
Deerfield Road
Lake County, Illinois

ITEM		UNITS	QTY	RATE	COST
STAKING AND UTILITY CLEARANCE					
1.1	Layout Person to Mark Boring Locations, Obtain Surface Elevations and/or Arrange for Clearance of Underground Utilities	Hour	8.0	110.00	\$ 880.00
1.2	Permits, Bonds and Other Direct Charges	Cost + 10%	0	0.00	\$ 0.00
DRILLING AND SAMPLING					
2.1	Drill Mounted on Truck and Two Person Crew	Day	7	3,000.00	\$ 21,000.00
TRAFFIC CONTROL					
3.1	2-Man Flagging Crew, Regular Time (Portal to Portal)	Hour	16.0	300.00	\$ 4,800.00
3.2	2-Man Flagging Crew, Overtime	Hour	0.0	350.00	\$ 0.00
LABORATORY TESTING					
4.1	Examine Samples to Describe by Textural System and Classify Using the Unified Soil Classification System	Each	295	4.00	\$ 1,180.00
4.2	Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	285	7.00	\$ 1,995.00
4.3	Unconfined Compressive Strength of Cohesive Soils (or Torvane Shear Strength Measurement)	Each	245	14.00	\$ 3,430.00
4.4	Dry Unit Weight Determination	Each	45	7.00	\$ 315.00
ENGINEERING SERVICES					
5.1	Prepare Geotechnical Report with Boring Logs and Location Plan	Lump Sum	1	6,400.00	\$ 6,400.00
5.2	Geotechnical Engineer to Perform Special Calculations or Run Slope Stability Analyses	Hour	0.0	140.00	\$ 0.00
5.3	CADD Operator	Hour	0.0	100.00	\$ 0.00
5.4	Senior Engineer to Consult or Attend Project Meetings	Hour	0.0	190.00	\$ 0.00
ESTIMATED TOTAL:					\$ 40,000.00
RECOMMENDED BUDGET:					\$ 40,000.00



TESTING SERVICE CORPORATION

GENERAL CONDITIONS

Geotechnical and Construction Services

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et. seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to

perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



TESTING SERVICE CORPORATION

Project Data Sheet

General Information:

Project Name: _____

Project Address: _____

City / State / Zip: _____

Project Manager: _____

E-Mail: _____

Telephone: _____

Fax: _____

Site Contact: _____

E-Mail: _____

Telephone: _____

Fax: _____

Send Invoice To:

Purchase Order Number: _____

Attention: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Important Notes:

Completed By:

Signature: _____

Name: _____

Date: _____

Distribute Reports as Follows:

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

October 14, 2019



TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600 • Fax 630.653.2988

Mr. Jason G. Souden, PE
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road Suite 600
Rosemont, IL 60018-4920

RE: P.N. 55,837A
Geotechnical Exploration
Bridge Widening (Abutments Only)
Deerfield Road
Sta. 121+25 to 123+50
Lake County, IL

Dear Mr. Souden:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Geotechnical Engineering Services for the above captioned project. Our proposal responds to your email dated September 24, 2019 and subsequent phone conversations. The objectives of the Geotechnical Study are to explore soil conditions and provide recommendations for foundation design in connection with bridge widening (abutments only no piers).

Project Description:

This project includes Phase 2 Engineering for the widening of the Deerfield Road (County Highway 11) Bridge over the Des Plaines River, in Lake County. The bridge is located within the municipal boundaries of the Village of Riverwoods. It is understood that the bridge will be widening about 8 feet along the south side.

Boring Program:

We are proposing to drill two (2) soil borings extended to a depth of 75 feet as part of our Geotechnical Exploration. Due to the existing guard rails the borings will be taken on the shoulder of the existing roadway as close to the existing abutment as possible.

Bridge Abutment	Borings	Depth	Footage
East Bridge Abutment	1	75	75
West Bridge Abutment	1	75	75
TOTALS	2		150

Total drilling footage on this basis is estimated to be about 150 lineal feet.

For the purposes of this proposal we have assumed that the boring locations will be accessible to conventional drilling equipment. In this regard, they should not be located in standing water, within wooded or landscaped areas, or on steeply sloping ground. No provisions have been made for tree/brush clearing or other obstruction removal should borehole access be impeded. Landscape restoration or crop damage (if required) is also not included in the project budget.

Providing a Full Range of Geotechnical Engineering, Environmental Services, and Construction Materials Engineering & Testing

TSC will utilize personnel who are trained in layout procedures to stake the borings in the field. Ground surface elevations for each borehole will be determined by level survey methods (benchmark to be provided). Utility clearance for the borings will be obtained by contacting JULIE (Joint Utility Locating Information for Excavators). Secondary and /or private underground utility lines will have to be marked by the property owner or their agents; a private locator can be hired (at an added cost) if necessary.

Soil samples will be obtained by standard split-spoon (ASTM D 1586) methods at each boring location in accordance with IDOT procedures. Special circumstances (trees, slopes, power lines, etc.) may dictate use of a small drill rig where soil samples will be obtained by geo-probe methods. The structure borings will be sampled at 2½ foot intervals to 30 feet and then at 5 foot intervals. A representative portion of the split-spoon samples will be placed in a glass jar with screw-type lid for transportation to our laboratory.

Groundwater observations will also be made during and following completion of drilling operations, with any boreholes in pavement areas to be backfilled immediately and patched at the surface. It should be noted that our cost estimate does not include 24 hours water level readings or the installation of piezometers to monitor groundwater fluctuations which may occur seasonally. An additional cost could be included if required.

Assumptions for Permits:

Deerfield Road (County Highway 11) are under Lake County jurisdiction and will require a county permit to perform the field work.

Traffic Control:

The borings located along Deerfield Road (County Highway 11) will likely require shoulder and partial lane closure. This proposal includes a provision for a partial lane closures by a traffic control firm. Please note that our cost estimate for this project is based on the assumption that TSC will be able to perform all borings and cores during weekdays (Monday through Friday) beginning no later than 8:00 AM and ending no sooner than 3:00 PM. A cost supplement to this proposal may be required if the Village or County imposes restricted hours (nights or weekends) to complete any of this work. If it is determined that traffic control is not needed you will not be charged for this service.

Laboratory Testing:

Samples retained from the borings will be examined by laboratory personnel to verify field descriptions and to estimate soil classifications in accordance with the Unified and AASHTO Soil Classification Systems. Laboratory testing will include moisture content determinations, as well as unconfined compressive strength (Qu) on cohesive soils using a proving ring tester, approved by IDOT. Estimate of unconfined compressive strength using a calibrated pocket penetrometer (Qp) will be obtained on cohesive samples when unconfined compressive strength (Qu) is not possible. Representative subgrade samples will be tested for Atterberg limits and grain size analysis in accordance with IDOT procedures. Other tests deemed to be necessary by TSC's Project Engineer may also be recommended for your approval.

Engineering Report:

Upon completion of sampling and testing, you will receive Structural Geotechnical Report (SGR) summarizing field and laboratory test data, including a boring location plan and boring logs. The report will address anticipated soil and groundwater conditions impacting the bridge widening at the abutments, based upon the information obtained from the structure borings. The SGR will also provide recommendations to guide design and specification preparation pertaining to the new foundations relevant to the bridge structure (per LRFD code). These may include the following:

- General earthwork and construction considerations.
- Remedial work and/or treatment of unstable or unsuitable soil types.
- Undercut recommendations.
- Foundation type, capacity and depth/elevation.
- Load and Resistance Factor Design (LRFD) pertaining to new abutment foundations.

Fees and Scope:

In accordance with the Cost Estimate attached, TSC is proposing a not-to-exceed budget amount of **Fifteen Thousand Seven Hundred and Fifty Dollars (\$ 15,750.00)** to provide the Geotechnical Exploration outlined above. Our proposal is based on the understanding that: the boring locations are accessible to a conventional truck or All-Terrain Vehicle (ATV) mounted drill; none of the borings will be located in standing water; in wooded or landscaped areas or on steeply sloping ground; and that the work can be performed during standard business hours. Our fee is further subject to this proposal being accepted by you on or before June 30, 2020.

The Illinois Department of Labor (IDOL) has taken the position that Core Drilling/Soil Testing is a covered activity under the Illinois Prevailing Wage Act (IPWA). TSC must be notified if this project is to be funded in part or total by state or local government sources, for which it would be subject to IPWA requirements. The unit prices provided in the attached fee schedule are meant to comply with the IPWA.

Should the study reveal unexpected subsurface conditions requiring a change in the scope of work, you will be contacted before we proceed with additional work. Our invoice would then be based on the unit rates given in the attached Cost Estimate or as otherwise agreed upon. While our quoted fee does not include excavation, fill, earthwork, footing or foundation observations during the construction phase, the project budget should include a provision for these services. Plan review, pre-construction meetings and/or other consulting and professional services that are provided subsequent to delivery of TSC's report would be covered by separate invoice.

Closure:

The geotechnical services being performed are subject to TSC's attached General Conditions. Unless stated otherwise, TSC fees include all state and federal taxes and permits that may be required. However, they do not include any license, permit or bond fees that local governments may impose. The local fees, if any, will be added to the invoice. Unless we receive written instructions to the contrary, invoices will be sent to:

Christopher B. Burke Engineering, Ltd.
Deerfield Road - Bridge Abutments Only
P.N. 55,837A - October 14, 2019

Mr. Jason G. Souden, PE
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road Suite 600
Rosemont, IL 60018-4920
Tel: (847) 823-0500
Fax: (847) 823-0520
email: jsouden@cbbel.com

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream, Illinois office. It would be helpful if you could also complete the attached Project Data form indicating who is to receive copies of TSC's report and other related information.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted,

TESTING SERVICE CORPORATION



Timothy R. Peceniak, P.E.
Geotechnical Engineer



Kathy Schimick
Customer Relations

TRP:KJS:lm

Enc: Cost Estimate
General Conditions
Project Data Sheet

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)

COST ESTIMATE
Bridge Widening (Abutments Only)
Deerfield Road
Sta. 121+25 to 123+50
Lake County, IL

ITEM		UNITS	QTY	RATE	COST
STAKING AND UTILITY CLEARANCE					
1.1	Layout Person to Mark Boring Locations, Obtain Surface Elevations and/or Arrange for Clearance of Underground Utilities	Hour	4.0	110.00	\$ 440.00
DRILLING AND SAMPLING					
2.1	Drill Mounted on Truck and Two Person Crew (Portal to Portal)	Lump Sum	1	6,600.00	\$ 6,600.00
TRAFFIC CONTROL					
3.1	2-Man Flagging Crew, Regular Time (Portal to Portal)	Hour	16.0	300.00	\$ 4,800.00
3.2	2-Man Flagging Crew, Overtime	Hour	4.0	350.00	\$ 1,400.00
LABORATORY TESTING					
4.1	Examine Samples to Describe by Textural System and Classify Using the Unified Soil Classification System	Each	42	4.00	\$ 168.00
4.2	Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	39	7.00	\$ 273.00
4.3	Unconfined Compressive Strength of Cohesive Soils (or Torvane Shear Strength Measurement)	Each	40	14.00	\$ 560.00
4.4	Dry Unit Weight Determination	Each	2	7.00	\$ 14.00
ENGINEERING SERVICES					
5.1	Prepare Geotechnical Report with Boring Logs	Lump Sum	1	1,500.00	\$ 1,500.00
5.2	Geotechnical Engineer to Perform Special Calculations or Run Slope Stability Analyses	Hour	0.0	140.00	\$ 0.00
5.3	CADD Operator	Hour	0.0	100.00	\$ 0.00
5.4	Senior Engineer to Consult or Attend Project Meetings	Hour	0.0	190.00	\$ 0.00
ESTIMATED TOTAL:					\$ 15,755.00
RECOMMENDED BUDGET:					\$ 15,750.00



TESTING SERVICE CORPORATION

GENERAL CONDITIONS

Geotechnical and Construction Services

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et. seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to

perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



TESTING SERVICE CORPORATION

Project Data Sheet

General Information:

Project Name: _____

Project Address: _____

City / State / Zip: _____

Project Manager: _____

E-Mail: _____

Telephone: _____

Fax: _____

Site Contact: _____

E-Mail: _____

Telephone: _____

Fax: _____

Send Invoice To:

Purchase Order Number: _____

Attention: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Important Notes:

Completed By:

Signature: _____

Name: _____

Date: _____

Distribute Reports as Follows:

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____



October 10, 2019

Jason G. Souden, PE
Vice President, Head, Civil Design Department
Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600
Rosemont, IL 60018

**Re: Proposal for Land Acquisition Services
Deerfield Road – IL Route 21 to Saunders
Lake County DOT**

Dear Mr. Souden:

We prepared this letter to serve as the agreement between Christopher B. Burke Engineering, Ltd. (Client) and Hampton, Lenzini and Renwick, Inc. (Consultant) for land acquisition services requested relative to the Deerfield Road, IL Route 21 to Saunders, Lake County DOT project.

SCOPE OF SERVICES

The Client and Consultant have agreed to a list of Basic Services the Consultant will provide to the Client, listed on the appended Scope of Services, labeled as Exhibit A.

Services not set forth above as Basic Services and not listed in Exhibit A of this Agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed in Exhibit A.

RESPONSIBILITIES OF CLIENT

It is the Consultant's understanding that the Client will provide the following assistance, information, and related materials relative to the above-described project:

Current and valid title insurance commitments, plats, legal descriptions, and for negotiations, approved appraisal report, if applicable, for each parcel.

COMPENSATION

Billing Terms

For our services we will be paid the following lump-sum amounts per parcel:

Property / PIN	Property Type	Appraisal Fee	Review Fee	Negotiation Fee
15-35-100-253	Vacant	\$1,000.00	\$500.00	\$3,000.00
15-35-100-255	Vacant	\$1,200.00	\$600.00	\$3,000.00
15-35-100-256	Vacant	\$1,200.00	\$600.00	\$3,000.00

Property / PIN	Property Type	Appraisal Fee	Review Fee	Negotiation Fee
15-35-105-002	Vacant	\$1,000.00	\$500.00	\$3,000.00
15-35-105-003	Storage Facility	\$3,000.00	\$1,500.00	\$3,000.00
15-35-105-004	Entrance	\$3,000.00	\$1,500.00	\$3,000.00
15-35-100-003 – 15-35-200-002	Condos	\$1,200.00	\$600.00	\$3,000.00
15-35-202-001	SFR	\$1,000.00	\$500.00	\$3,000.00
15-35-202-004	SFR	\$1,000.00	\$500.00	\$3,000.00
15-36-101-001	SFR	\$1,000.00	\$500.00	\$3,000.00
15-36-101-002	SFR	\$1,000.00	\$500.00	\$3,000.00
15-36-101-003	SFR	\$1,200.00	\$600.00	\$3,000.00
15-36-100-002 – 15-36-102-001	SFR	\$1,200.00	\$600.00	\$3,000.00
15-36-102-002	SFR	\$1,200.00	\$600.00	\$3,000.00
15-36-102-003	SFR	\$1,200.00	\$600.00	\$3,000.00
15-36-102-004	SFR	\$1,200.00	\$600.00	\$3,000.00
15-36-102-005	SFR	\$1,000.00	\$500.00	\$3,000.00
15-36-102-006	SFR	\$1,000.00	\$500.00	\$3,000.00
15-36-102-007	SFR	\$1,200.00	\$600.00	\$3,000.00
15-36-102-009	SFR	\$1,000.00	\$500.00	\$3,000.00
16-31-107-001	Common Area	\$1,200.00	\$600.00	\$3,000.00
16-31-107-006	Common Area	\$1,200.00	\$600.00	\$3,000.00
16-31-100-002	Gas Station	\$3,000.00	\$1,500.00	\$3,000.00
16-31-100-003	Bank	\$3,000.00	\$1,500.00	\$3,000.00
16-30-303-016	SFR	\$1,200.00	\$600.00	\$3,000.00
16-30-303-017	SFR	\$1,200.00	\$600.00	\$3,000.00
16-30-303-018	SFR	\$1,200.00	\$600.00	\$3,000.00
16-30-303-019	SFR	\$1,200.00	\$600.00	\$3,000.00
16-30-303-020	SFR	\$1,200.00	\$600.00	\$3,000.00
Subtotals		\$40,200.00	\$20,100.00	\$93,000.00
Total		\$153,300.00		

Appraisal Reports to be prepared by Nicholas Solano, Chicago Metro Realty Valuation Corp.

Appraisal Reviews to be prepared by David Rogers, HLR.

This appraisal assignment will comply with the following standards, laws, regulations, and policies:

- The Uniform Relocations Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act) and its implementing regulation 49 CFR Part 24,
- The Uniform Standards of Professional Appraisal Practice (USPAP), and
- The Illinois Department of Transportation's Land Acquisition Policies and Procedures Manual.

Payment Terms

Invoices shall be submitted by the Consultant on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the invoice date.

If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon 30 calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

Payments to the Consultant shall not be withheld, postponed, or made contingent on the construction, completion, or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions, or offsets shall be made from the Consultant's compensation for any reason unless the Consultant has been found to be legally liable for such amounts.

GENERAL TERMS AND CONDITIONS

Assignment

Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this agreement without the prior written consent of the other party. Subcontracting to sub-consultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this agreement.

Authorized Representatives

The Client and Consultant hereby designate their authorized representatives to act on their behalf with respect to the services and responsibilities under this agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project on behalf of their respective parties.

For the Client:

Jason G. Souden, PE
Vice President, Head, Civil Design Department
Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600
Rosemont, IL 60018

Office Phone: 847-823-0500
E-mail: jsouden@cbbel.com

For the Consultant:

ReJena Lyon, PE, PLS
President/CEO
Hampton, Lenzini and Renwick, Inc.
380 Shepard Drive
Elgin, IL 60123-7010

Office Phone: 847-697-6700
E-mail: jl原因@hl原因.com

Corporate Protection

It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against Hampton, Lenzini and Renwick, Inc., a Delaware corporation, and not against any of the Consultant's individual employees, officers, or directors.

Defects in Service

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Entire Agreement

This Agreement, comprising pages 1 through 7, and Exhibit A, is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings, and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Extension of Protection

The Client agrees that any and all limitations of the Consultant's liability and indemnifications by the Client to the Consultant shall include and extend to those individuals and entities the Consultant retains for performance of the services under this Agreement, including but not limited to the Consultant's officers, partners, and employees and their heirs and assigns, as well as the Consultant's sub-consultants and their officers, employees, heirs and assigns.

Governing Law and Jurisdiction

The Client and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of the State of Illinois.

It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the County of Kane, Illinois.

Indemnification

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants (collectively, Consultant) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants, or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Mediation

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub-consultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

Severability

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of the Agreement shall remain in full force and effect.

Standard of Care

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this Project to carry out the intent of this provision.

If this agreement meets with Christopher B. Burke Engineering, Ltd.'s approval, please have the officials sign and date same where indicated below and return one (1) copy for our file. If you have questions on any of the above, please call me at our Elgin office.

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.

A handwritten signature in blue ink, appearing to read "ReJena Lyon".

ReJena Lyon, PE, PLS
President/CEO

Jason G. Souden, PE
Christopher B. Burke Engineering, Ltd.
October 10, 2019
Page 7

ACCEPTANCE

The terms and conditions of this letter agreement are hereby accepted by Christopher B. Burke Engineering, Ltd. for Land Acquisition services set forth above.

By _____
Title _____

_____ Date

ATTEST:

By _____
Title _____

Exhibit A

Negotiation Scope

- The negotiator will personally contact the property owner(s) and offer to meet in-person to discuss the project and the acquisition process.
- The negotiator will personally present the approved fair market value of the property (offer to purchase) to the property owner(s).
- The negotiator will document all efforts in the Negotiator's Report which shall contain the names and addresses of all interested parties, and if necessary, a recommendation for further action. The negotiator shall maintain and submit this completed report to the Client upon request.
- The negotiator will review title exceptions and obtain "clear" title.
- The negotiator will obtain proper documentation to secure an adequate interest for the purpose for which it is being acquired.
- The negotiator will be available to meet with Client personnel regarding status.
- The negotiator's files will be available for review by the Client.
- Negotiations will be performed in compliance with IDOT Land Acquisition Policies and Procedures.
- Negotiation services will include obtaining right-of-way certification by IDOT.

Appraisal Scope

- Estimate the compensation to be paid by the Lake County DOT to individual property owners for the rights to be acquired by the Lake County DOT along Deerfield Road, IL Route 21 to Saunders.
- The reports will be prepared in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP). The reports will be presented in accordance with and are intended to comply with the reporting requirements as set forth in Standard 2-2. Supporting documentation will either be included in the report as addenda exhibits or held in our work files. The depth of discussion in the report will be specific to your needs.
- The definition of market value to be used in this report is the definition cited below.
- The fair cash market value of a property in an eminent domain proceeding is that price which a willing buyer would pay in cash, and a willing seller would accept, when the buyer is not compelled to buy and the seller is not compelled to sell. In the condemnation of a property for a public improvement, any appreciation or depreciation in value caused by the contemplated improvement shall be excluded from the consideration of the fair cash market value of the whole property and the value of the part taken. (Illinois Pattern Jury instructions)
- In the event of a partial acquisition where there is a remainder property, any appreciation or depreciation caused by the contemplated improvement shall be considered when determining the fair cash market value of the remainder. Any increase or decrease in value caused by the actual acquisition of a part of the property must be considered in estimating the value of the remainder after taking.

Jason G. Souden, PE
Christopher B. Burke Engineering, Ltd.
October 10, 2019

- Research will be completed to identify appropriate market data.
- Information will be obtained from public sources, private sources including my files, county and township records. When possible, information will be verified by someone directly involved in the sale. At a minimum, sales will be verified by the assessor's office.
- The Jurisdictional Exception Rule of USPAP is not used. The report will comply with all of the requirements of the Uniform Standards of Professional Appraisal Practice. There is no need for use of the Jurisdictional Exception Rule.
- The appraisal reports and appraisal reviews will be completed by Illinois Certified General Appraisers who are on the approved IDOT Appraiser and Review Appraiser lists.

PROPOSAL FOR LAND ACQUISITION SERVICES

**Lake County Department
of Transportation**

Christopher B. Burke Engineering, Ltd.



**Deerfield Road
IL 21 to Sanders Road**

**Santacruz Land
Acquisitions** 

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

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

1

EXECUTIVE SUMMARY

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

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

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

Delivery of right of way on-time keeps the project on its letting schedule. We understand that nothing is more important to the LPA.

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

Santacruz Land Acquisitions (“Santacruz”) will work with the staff for the LPA and/or Christopher B. Burke Engineering, Ltd., Engineer for the LPA, (“Consultant”) to develop a land acquisition plan for the reconstruction of Deerfield Road from IL 21 (Milwaukee Avenue) to Sanders Road (the “Project”) to assure that the goals are met.

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

CRITICAL ISSUE 2: MANAGE THE ACQUISITION RISKS

Equally important as the scheduled letting is the acquisition budget for the Project. Our team will suggest ways to minimize impacts and reduce costs in challenging acquisitions. We will also work with the LPA to minimize the condemnation referrals that impact the budget for this Project. At the same, our team will quickly identify parcels in the very beginning of the process that have title issues that can only be resolved through condemnation so that the team can develop strategies on moving the land acquisition process forward.

Your land acquisition consultant needs to have knowledge of the legal requirements necessary to position an agency for condemnation. Our team possesses that knowledge and has years of experience providing “expert witness” testimony in these matters.

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

CRITICAL ISSUE 3: COMPLIANCE WITH GOVERNMENT REGULATIONS

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

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

ADDITIONAL COMPONENT OF OUR PROPOSAL: BEP UTILIZATION

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

TEAM ORGANIZATION

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

WHY SANTACRUZ LAND ACQUISITIONS?

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

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

SUMMARY

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

COMPENSATION

Santacruz shall be entitled to the compensation as shown on the attached schedule. Our cost proposal, based on **thirty-two (32)** projected parcels of right-of-way, is as follows:

<u>APPRAISALS:</u>	\$93,000.00.
<u>REVIEW APPRAISALS:</u>	\$39,000.00.
<u>NEGOTIATIONS:</u>	\$92,800.00.

As directed, **Santacruz** shall invoice the LPA or Consultant for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii) the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender's fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees. **Santacruz** shall include **\$500.00** per parcel for these charges. **Santacruz** 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.

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 **\$240,800.00** as follows:

Land Acquisition Services	\$224,800.00
Direct Billable Expenses	\$16,000.00

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TECHNICAL APPROACH

Santacruz shall perform all necessary services in the preparation of appraisals and review appraisals and the negotiation of the acquisition of necessary properties required for the completion of the Project. All services shall be performed in accordance with the policies and procedures of IDOT, as applicable, the Uniform Act and the Illinois Eminent Domain Act.

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

LAND ACQUISITION CRITICAL PATH STEPS – “OUR ROAD MAP”

Task 1: Notice to Proceed

Our services start after authorization to proceed from the LPA and IDOT (as may be necessary).

Task 2: Kick-off Meeting

Santacruz will meet with the LPA and/or Consultant to discuss the Project, identify issues and develop any necessary strategies to assure the timely completion of the Project.

Task 3: Delivery and Review of Project Information

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

Task 4: Introductory Notice to Owners

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

Task 5: Appraisal

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. All appraisal work shall be completed within eight to ten weeks after commencement.

The Appraiser shall assist in analyzing and responding to valuation information provided by a property owner in support of a counter offer.

As necessitated by a change of ownership, a revision to the right of way or for condemnation purposes, **Santacruz** will furnish and deliver updated or revised appraisals. Such requests may 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.

As necessitated by a change of ownership, a revision to the right of way or for condemnation purposes, **Santacruz** will furnish and deliver updated or revised reviews. Such requests may be pursuant to a separate work order.

Task 7: Negotiation and Acquisition

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

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

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

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

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

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

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

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

Condemnation Support

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

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

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

PERSONNEL

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

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

PRIOR EXPERIENCE

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

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EXHIBITS

a. Pricing Schedule

Compensation for Services

Appraisal Services

Appraisals	\$2,600.00 - \$4,200.00
Revision to appraisal due to change in ROW or plans ¹	\$1,500.00 - \$4,000.00

Review Appraisal Services

Review Appraisals	\$1,200.00 - \$1,700.00
Revision to review appraisal due to change in ROW or plans ¹	\$900.00 - \$2,000.00

Negotiation Services

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$2,900.00
Additional negotiations due to change in ownership or plans ¹	\$1,900.00 - \$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 May requires supplemental work order.



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GEOTECHNICAL

ENVIRONMENTAL

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WATER

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March 17, 2020

via email: mworman@cbbel.com

Mr. Martin C. Worman, PE
Senior Project Manager
Christopher B. Burke Engineering, Ltd.
9675 W. Higgins Road, Suite 600
Rosemont, IL 60018

**Re: Phase II Environmental Services (PSI and CCDD)– Deerfield Road
Lake County, Illinois
Proposal No. 81.PT00017.21**

Dear Mr. Worman:

Huff & Huff, Inc., a subsidiary of GZA, Inc. (H&H) is pleased to submit this proposal to Christopher B. Burke Engineering, Ltd. (Client) to provide environmental services for the local roads portion of the proposed improvements along Deerfield Road from Milwaukee Avenue to Saunders Road/Riverwoods Road in 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) or uncontaminated soil fill operation (USFO) facility. This proposal presents our project approach, the scope of services, cost, and schedule for completing the project.

1. PROJECT BACKGROUND

Client has provided Consultant with a copy of the following documents that shall serve as the basis of our understanding for this proposal:

- Preliminary Environmental Site Assessment (PESA) Report, prepared by Client and dated July 24, 2017;
- Excerpts from the Project Plans (Roadway Plan and Profile, 17"x11" format, 28 sheets);
- Excerpts from the Project Plans (Cross-Sections, 22"x34" format, 88 sheets); and
- Deerfield Road Preferred Alternative Figure (90"x36" format color aerial background, 1-sheet).

In addition, H&H has obtained a copy of IDOT's PESA #3488 completed by ISGS, dated February 27, 2018 as reference.

We understand the project includes reconstruction of Deerfield Road from Milwaukee Avenue to Saunders/Riverwoods Road (Section N. 15-00038-07-WR) following the Federal Process and that IDOT is performing the PSI/CCDD work associated with the Milwaukee Avenue portion of the project corridor. In addition, there are 3 potential areas of proposed compensatory storage of stormwater which we understand may also require excavation during construction, these areas have been included in the PSI/CCDD scope as well.

It should be noted that according to the IDOT Bureau of Local Roads and Streets (BLRS) Manual, a PESA requires validation after 180 days from issuance and a new PESA is required if the original PESA is greater than 3-years old. However, since we have not seen this equally applied to all projects, we will only propose activities the Client deems necessary for their project.



2. SCOPE OF SERVICES

H&H will conduct a PSI and complete CCDD documentation via LPC-663 Form for the local roads portion of the project corridor. The scope is based on the findings of the PESA in conjunction with CCDD assessment of the entire corridor, such that sampling is proposed in all areas of work, not only limited to areas where Recognized Environmental Conditions (RECs) and/or Potentially Impacted Properties (PIPs) were identified in the PESA. This proposal covers the following areas:

- Deerfield Road (east of Milwaukee Rd IDOT ROW to just east of intersection with Saunders Rd/Riverwoods Rd);
- Portwine Road (approximately 450' south and 500' north of Deerfield Rd);
- Saunders Road (approximately 450' south of Deerfield Road);
- Three potential compensatory stormwater storage areas (Option 1 and 2 at southeast and northeast quadrants of intersection of Deerfield Road and Milwaukee Avenue and the area along north side of Deerfield Road, just west of Jasmine Lane.

Please note, we understand improvements along Deerfield Road extend west of Milwaukee Avenue. However, we understand the scope is relegated to resurfacing and removal/replacement of the barrier median in this location. As a result, we expect minimal subsurface disruption and soil volume would be expected to be minimal and likely incidental to the contract items. Therefore, we have not included soil borings in this area. If coverage of this area is necessary, we can adjust the proposed locations to include coverage of this work area.

The PESA completed by Client identified the following RECs/PIPs:

- Site 3.2.89 – Deerfield Golf Club at 1201 Saunders Road (UST, LUST, Hazardous Materials Incidents);
- Site 3.2.96 – Landscaped Parkway at Unknown Address (Underground Pipeline);
- Site 3.2.98 – Mobil Gas Station at 2201 Deerfield Road (UST, LUST, Hazardous Materials Incidents);
- Site 3.2.101 – Bright Horizons at Parkway North (UST);
- Site 3.2.102 thru Site 3.2.125 Landscaped Parkway and Private Residences at historic Thorngate Country Club (UST, LUST, Hazardous Materials Incidents).

In addition, it should be noted that the IDOT/ISGS PESA #3488 identified RECs that are likely in conflict with the local roads portion of the project corridor, but were not cited in the local roads PESA, including:

- Site 3488-9 – Colonial Court at 1111-1147 N. Milwaukee Avenue (potential chemical use, transformers, ACM and lead paint);
- Site 3488-11 – Riverwoods Medical Center at 1105 N. Milwaukee Avenue (former USTs, potential USTs, former monitoring wells, potential former chemical use, impacted soil and groundwater, potential ACM and lead paint);
- Site 3488-13 – Vacant land at 1055 N. Milwaukee Avenue (potential USTs, former monitoring well, potential former chemical use, impacted groundwater);
- Site 3488-14 – Cube Smart Self Storage at 3725 Deerfield Road (former monitoring wells, impacted groundwater, transformer, likely natural gas pipeline, potential ACM and lead paint)

Task 1 – Preliminary Site Investigation (PSI) / CCDD

A. Soil Borings and Soil Sampling

It is anticipated that up to three days of field effort will be required with up to 42 soil borings completed, assumed with the aid of a drilling (GeoProbe) subcontractor and traffic control services along the project corridor(s) for 2 days and a single day for hand auger sampling. In addition, for coverage of the potential compensatory stormwater storage areas, an additional 10 hand auger samples are proposed. The borings will be advanced and soil samples collected for laboratory



analysis to address sites identified as RECs/PIPs and for full project coverage of non-REC/PIP for soil 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. Consultant will finalize 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 approximately 2 to 8 feet below ground surface.

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 and to also account for disposal considerations at local Lake County CCDD facilities based on our understanding of prior LCDOT projects and also specific facility requirements regarding sampling protocol including frequency based on volume, linear extent of work, and parameter specific requirements. 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 (VOCs) and/or benzene, toluene, ethylbenzene, and xylenes (BTEX)** (up to 12 samples VOCs and 18 samples BTEX) – VOCs are volatile compounds found in gasoline and related to various solvents;
- **Polynuclear Aromatic Hydrocarbons (PNAs)** (up to 30 samples) – Semi-volatile organic compounds (SVOCs) 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 via total method** (up to 30 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 up to 7 of the RCRA Metals, generally excluding chromium.
- **Chromium and iron via TCLP method** (up to 30 samples) – Chromium and iron are proposed for analyses via TCLP methodology to determine compliance with CCDD maximum allowable concentration (MAC) values for disposal considerations.
- **RCRA Metals via TCLP and/or SPLP methods** (up to 10 samples) – Based on the total RCRA metal results, it may become necessary to complete supplemental testing for select compounds via either TCLP or SPLP analysis methods to determine compliance with the CCDD maximum allowable concentrations (MACs).

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 (up to 52) pH samples submitted for laboratory analysis.

C. PSI Report Preparation

A report summarizing the results of the soil and sediment sample collection activities and analytical results will be prepared. 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 and CCDD Facility Coordination

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

Consistent with LCDOT approach, H&H will submit the completed LPC-663 documentation to CCDD facilities in relative close proximity to the project area for their review of the sampling information and to provide letters of pre-authorization for acceptance of project spoils, citing any exclusions, if any. We understand LCDOT includes the LPC-663 documentation and pre-authorization in the bidding documents. Please note that the pre-authorization letters do not guarantee that spoils will not be rejected because there are acceptance procedures for each incoming load which may trigger a rejection based on appearance, odors, or loads containing materials not eligible for CCDD facility disposal.

Task 3 – Project Management

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

Task 4 – QA/QC

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

3. LEVEL OF EFFORT AND SCHEDULE

Costs are proposed to be on a time and materials basis and are included on the attached spreadsheets. PSI work will commence within 5 business days of project approval, with a target completion date of eight weeks from the date of approval. CCDD facility pre-authorization may require an additional two weeks. Please notify H&H if an expedited schedule is necessary to meet project deadlines.

4. TERMS AND CONDITIONS

CONDITIONS OF ENGAGEMENT

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

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.**
- 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.
 - 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.
 - Any claim will be deemed waived unless received by H&H within one year of substantial completion of the services.
 - 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.
 - 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.
 - 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.**
- All disputes between you and H&H shall be subject to non-binding mediation.
 - 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.
 - 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.
 - 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.**
- Illinois law shall govern this Agreement.



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

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME	Huff & Huff, Inc.
PRIME/SUPPLEMENT	Deerfield Rd - CBBEL
Prepared By	JJR

DATE	03/17/20
PTB-ITEM#	0

CONTRACT TERM	12	MONTHS
START DATE	4/1/2020	
RAISE DATE	3/1/2021	
END DATE	3/31/2021	

OVERHEAD RATE	174.01%
COMPLEXITY FACTOR	0
% OF RAISE	3%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	4/1/2020	3/1/2021	11	91.67%
1	3/2/2021	4/1/2021	1	8.58%

The total escalation = 0.25%

PAYROLL RATES

FIRM NAME Huff & Huff, Inc. DATE 03/17/20
PRIME/SUPPLEMENT Deerfield Rd - CBBEL
PTB-ITEM # 0

ESCALATION FACTOR 0.25%

Note: Rates should be capped on the AVG 1 tab as necessary

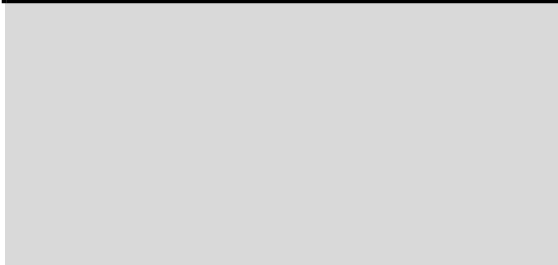
CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$72.80	\$72.98
Associate Principal II	\$75.00	\$75.19
Associate Principal I	\$62.63	\$62.79
Senior Consultant	\$69.44	\$69.61
Senior Project Manager III	\$60.73	\$60.88
Senior Project Manager II	\$46.64	\$46.76
Senior Project Manager I	\$45.12	\$45.23
Senior Landscape Architect	\$52.74	\$52.87
Senior Planning PM	\$51.48	\$51.61
Senior Geologist PM	\$47.33	\$47.45
Senior Technical Specialist	\$46.14	\$46.26
Senior Scientist PM II	\$48.58	\$48.70
Senior Scientist PM I	\$45.62	\$45.73
Senior Technical Scientist	\$44.24	\$44.35
Technical Graphics Technic	\$23.34	\$23.40
Scientist PM II	\$43.85	\$43.96
Engineer PM I	\$38.50	\$38.60
Assistant PM Engineer I	\$35.13	\$35.22
Engineer I	\$31.88	\$31.96
Assistant PM Scientist	\$31.50	\$31.58
Scientist E2	\$24.62	\$24.68
Administrative Managers	\$42.04	\$42.15
Senior Administrative Assist	\$29.53	\$29.60

Subconsultants

FIRM NAME Huff & Huff, Inc.
PRIME/SUPPLEMENT Deerfield Rd - CBBEL
PTB-ITEM # 0

DATE 03/17/20

NAME	Direct Labor Total	Contribution to Prime Consultant
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Total 0.00 0.00

COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

Bureau of Design and Environment
Prepared By: Consultant
DATE 03/17/20

FIRM Huff & Huff, Inc.
PTB-ITEM # 0
PRIME/SUPPLEMENT Deerfield Rd - CBBEL

OVERHEAD RATE 174.01%
COMPLEXITY FACTOR 0

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	PSI & CCDD	81	2,343	4,078	13,489	867	9,600	-	30,377	95.38%
	QAQC	5	268	466	0	99	0	-	833	2.62%
	Project Management	4	205	357	0	76	0	-	638	2.00%
			-	-		-		-	-	
			-	-		-		-	-	
			-	-		-		-	-	
	Subconsultant DL					0			-	
	TOTALS	90	2,816	4,901	13,489	1,042	9,600	-	31,848	100.00%

7,717

DBE 0.00%

AVERAGE HOURLY PROJECT RATES

FIRM Huff & Huff, Inc.
PTB-ITEM# 0
PRIME/SUPPLEMENT Deerfield Rd - CBBEL

DATE 03/17/20

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			PSI & CCDD			QAQC			Project Management								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	70.00	0.0																	
Associate Principal II	70.00	0.0																	
Associate Principal I	62.79	3.0	3.33%	2.09				2	40.00%	25.11	1	25.00%	15.70						
Senior Consultant	69.61	0.0																	
Senior Project Manager III	60.88	0.0																	
Senior Project Manager II	46.76	0.0																	
Senior Project Manager I	45.23	0.0																	
Senior Landscape Architect	52.87	0.0																	
Senior Planning PM	51.61	0.0																	
Senior Geologist PM	47.45	6.0	6.67%	3.16				3	60.00%	28.47	3	75.00%	35.59						
Senior Technical Specialist	46.26	0.0																	
Senior Scientist PM II	48.70	0.0																	
Senior Scientist PM I	45.73	0.0																	
Senior Technical Scientist	44.35	1.0	1.11%	0.49	1	1.23%	0.55												
Technical Graphics Technician	23.40	5.0	5.56%	1.30	5	6.17%	1.44												
Scientist PM II	43.96	0.0																	
Engineer PM I	38.60	0.0																	
Assistant PM Engineer I	35.22	10.0	11.11%	3.91	10	12.35%	4.35												
Engineer I	31.96	0.0																	
Assistant PM Scientist	31.58	32.0	35.56%	11.23	32	39.51%	12.48												
Scientist E2	24.68	32.0	35.56%	8.78	32	39.51%	9.75												
Administrative Managers	42.15	0.0																	
Senior Administrative Assistant	29.60	1.0	1.11%	0.33	1	1.23%	0.37												
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		90.0	100%	\$31.29	81.0	100.00%	\$28.93	5.0	100%	\$53.58	4.0	100%	\$51.28	0.0	0%	\$0.00	0.0	0%	\$0.00

HUFF & HUFF, INC.
SUMMARY OF INHOUSE DIRECT COSTS

Project: Deerfield Rd Local PSI

							<u>DIRECT</u>
Task 1: PSI & CCDD							
Trips - Company	70 miles	x	4 x	\$	0.58	=	\$ 161.00
Tolls	1 ea	x	24 x	\$	0.90	=	\$ 21.60
Field Kit	1 day	x	3 x	\$	30.00	=	\$ 90.00
PID	1 day	x	3 x	\$	50.00	=	\$ 150.00
				Task Total		\$	422.60

Task 2: QAQC

_____	0 x	\$ -	= \$ -
Task Total		\$	-

Task 2: Project Management

_____	0 x	\$ -	= \$ -
Task Total		\$	-

GRAND TOTAL \$ 422.60

HUFF & HUFF, INC.
SUMMARY OF OUTSIDE DIRECT COSTS
 Project: Deerfield Rd Local PSI

OUTSIDE

Task 1: PSI & CCDD

VOCs	1 ea	x	12 x	\$ 126.00	= \$	1,512.00
BTEX	1 ea	x	18 x	\$ 42.00	= \$	756.00
5035 kits for VOC/BTEX	ea	x	30 x	\$ 12.00	= \$	360.00
PNAs	1 ea	x	30 x	\$ 105.00	= \$	3,150.00
Total RCRA 7	1 ea	x	30 x	\$ 90.00	= \$	2,700.00
TCLP Fe & Cr	1 ea	x	30 x	\$ 90.00	= \$	2,700.00
TCLP RCRA 7	1 ea	x	10 x	\$ 90.00	= \$	900.00
pH Soil	1 ea	x	52 x	\$ 19.00	= \$	988.00
Task Total						\$ 13,066.00

Task 2: QAQC

_____	0 x	\$ -	= \$	-
Task Total				\$ -

Task 2: Project Management

_____	0 x	\$ -	= \$	-
Task Total				\$ -

GRAND TOTAL \$ 13,066.00

HUFF & HUFF, INC.
SUMMARY OF SERVICES BY OTHERS
Project: Deerfield Rd Local PSI

OUTSIDE

Task 1: PSI & CCDD

Traffic Control (day)	2	x	\$ 2,400.00	=	\$	4,800.00
Driller (day)	2	x	\$ 2,400.00	=	\$	4,800.00
	0	x	\$ -	=	\$	-
			Task Total		\$	9,600.00

Task 2: QAQC

	0	x		=	\$	-
			Task Total		\$	-

Task 2: Project Management

	0	x	\$ -	=	\$	-
			Task Total		\$	-

GRAND TOTAL	\$	9,600.00
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SCOPE OF SERVICES PHASE II – DESIGN ENGINEERING SERVICES

Deerfield Parkway Rehabilitation from Krause Road to Milwaukee Road Section No. 19-00248-03-GM

CBBEL will manage Kimley Horn as a sub-consultant to complete the Phase II plan design and production for Deerfield Parkway Rehabilitation from Krause Road at the west termini to Milwaukee Road as the east termini for a total length of 3,700 feet located in the Village of Buffalo Grove. Deerfield Parkway is under the jurisdiction of Lake County Division of Transportation (LCDOT). The improvements are anticipated to involve pavement rehabilitation including crack sealing and pavement patching. The location of the patches will be shown with dimensions and station/offset. The location of crack sealing will not be identified, and only quantities will be included to be used per the Resident Engineer's discretion. It is anticipated that County funds will be used for construction.

Task 1 – Administration

This task will include overall project administration and work force planning/allocation. CBBEL will manage Kimley Horn as a sub-consultant to prepare the plans including coordination with the client and monitoring of project progress. This task also includes development of monthly progress reports which will be submitted to LCDOT each month in conjunction with submittal of project invoices.

Task 2 – QA/QC

The CBBEL QC/QA plan emphasizes an integrated project development process, with a guiding principal to ensure cost effective and practical infrastructure management that advocates a safe, constructible and cost-effective design solution that minimizes change orders and schedule delays.

The QC/QA Manager will perform a comprehensive evaluation of the following items throughout the design process.

- Scoping/field checks
- Submittals
- Design calculations
- Computer inputs/outputs
- Documentation of decisions and directives
- Pay items and quantity calculations
- Project records
- Compliance statements
- Pre-Final and Final Plan format and content

The Project Manager manages the overall project quality control's process and, through the QC/QA Manager, assigns qualified senior quality reviewers for pending deliverables as required.

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME Christopher B. Burke Engineering, Ltd.
PRIME/SUPPLEMENT _____

DATE 03/18/20
PTB NO. _____

CONTRACT TERM 4 MONTHS
START DATE 6/1/2020
RAISE DATE 1/1/2021

OVERHEAD RATE 129.83%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

6/1/2020 - 9/30/2020

4
4

= 100.00%
= 1.0000

The total escalation for this project would be:

0.00%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT

Christopher B. Burke Engineering, LLC DATE

03/18/20

ESCALATION FACTOR

0.00%

CLASSIFICATION	CURRENT RATE	PROPOSED RATE	CALCULATED RATE
PRINCIPAL	\$70.00		\$70.00
ENGINEER VI	\$70.00		\$70.00
ENGINEER V	\$65.98		\$65.98
ENGINEER IV	\$54.41		\$54.41
ENGINEER III	\$46.70		\$46.70
ENGINEER I/II	\$33.08		\$33.08
SURVEY V	\$70.00		\$70.00
SURVEY IV	\$65.50		\$65.50
SURVEY III	\$57.75		\$57.75
SURVEY II*	\$43.30		\$43.30
SURVEY I*	\$34.50		\$34.50
ENGINEERING TECHNICIAN V	\$64.77		\$64.77
ENGINEERING TECHNICIAN IV	\$48.25		\$48.25
ENGINEERING TECHNICIAN III	\$51.44		\$51.44
ENGINEERING TECHNICIAN I/II*	\$20.67		\$20.67
CAD MANAGER	\$61.75		\$61.75
ASST. CAD MANAGER	\$51.33		\$51.33
CAD II *	\$46.92		\$46.92
GIS SPECIALIST III	\$49.00		\$49.00
GIS SPECIALIST I/II*	\$32.00		\$32.00
LANDSCAPE ARCHITECT	\$55.50		\$55.50
ENVIRONMENTAL RESOURCE SPECIALIST V	\$68.50		\$68.50
ENVIRONMENTAL RESOURCE SPECIALIST IV	\$53.13		\$53.13
ENVIRONMENTAL RESOURCE SPECIALIST III	\$40.67		\$40.67
ENVIRONMENTAL RESOURCE SPECIALIST I/II	\$31.13		\$31.13
ENVIRONMENTAL RESOURCE TECHNICIAN*	\$38.50		\$38.50
ADMINISTRATIVE*	\$36.28		\$36.28
ENGINEERING INTERN	\$16.00		\$16.00

DF-824-039
REV 12/04

DATE 03/18/20

Cost Plus Fixed Fee 2	14.50% [DL+R(DL) +1.4(DL)+IHDC]
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DBE

AVERAGE HOURLY PROJECT RATES

FIRM
Local Agency
Section
Project
Job No:

Christopher B. Burke Engineering, Ltd.
LCDOT
19-00248-03-GM
Deerfield Parkway
0

DATE 03/18/20

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Task 1 - Administration			Tsak 2 - QA/CQ											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PRINCIPAL	70.00	0																	
ENGINEER VI	70.00	6	30.00%	21.00	2	25.00%	17.50	4	33.33%	23.33									
ENGINEER V	65.98	14	70.00%	46.19	6	75.00%	49.49	8	66.67%	43.99									
ENGINEER IV	54.41	0																	
ENGINEER III	46.70	0																	
ENGINEER I/II	33.08	0																	
SURVEY V	70.00	0																	
SURVEY IV	65.50	0																	
SURVEY III	57.75	0																	
SURVEY II*	43.30	0																	
SURVEY I*	34.50	0																	
ENGINEERING TECHNICIAN V	64.77	0																	
ENGINEERING TECHNICIAN IV	48.25	0																	
ENGINEERING TECHNICIAN III	51.44	0																	
ENGINEERING TECHNICIAN I/II*	20.67	0																	
CAD MANAGER	61.75	0																	
ASST. CAD MANAGER	51.33	0																	
CAD II *	46.92	0																	
GIS SPECIALIST III	49.00	0																	
GIS SPECIALIST I/II*	32.00	0																	
LANDSCAPE ARCHITECT	55.50	0																	
ENVIRONMENTAL RESOURCE SPECIALIST V	68.50	0																	
ENVIRONMENTAL RESOURCE SPECIALIST IV	53.13	0																	
ENVIRONMENTAL RESOURCE SPECIALIST III	40.67	0																	
ENVIRONMENTAL RESOURCE SPECIALIST I/II	31.13	0																	
ENVIRONMENTAL RESOURCE TECHNICIAN*	38.50	0																	
ADMINISTRATIVE*	36.28	0																	
ENGINEERING INTERN	16.00	0																	
TOTALS		20	100%	\$67.19	8	100.00%	\$66.99	12	100%	\$67.32	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

Scope of Services

Introduction

The design engineering project involves Deerfield Parkway from Krause Road at the west termini to Milwaukee Road as the east termini for a total length of 3,700 feet located in the Village of Buffalo Grove. Deerfield Parkway is under the jurisdiction of Lake County Division of Transportation (LCDOT). The improvements are anticipated to involve pavement rehabilitation including crack sealing and pavement patching. The location of the patches will be shown with dimensions and station/offset. The location of crack sealing will NOT be identified and only quantities will be included to be used per the Resident Engineer's discretion.

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this scope of services to Christopher Burke Engineering (CBBEL). Based on our understanding of the project, the Consultant team has developed the following Scope of Services to prepare contract documents:

Contract Documents

The contract documents will include:

- A. Plan preparation
- B. Cost estimate
- C. Specifications

The contract documents will be prepared in two stages as follows

- Prefinal – 90%
- Final – 100%

A. Plan Preparation

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

A summary of anticipated sheets is as follows:

Sheet Title	# of sheets
Cover Sheet	1
General Notes and SOQ	2
Schedule of Quantities	1
Proposed Improvements	4
Traffic Control Plan	2
Construction Details	1
LCDOT Standard Details	2
IDOT Highway Standards	3
Total	16

The number of IDOT and LCDOT standard details are subject to change.

Scope of Services

B. Cost Estimate

Construction Estimate of Cost will be prepared using current bid tabs for projects of similar size. A cost breakdown of lump-sum items will be prepared.

C. Specifications

Specifications including Local Roads and Streets and BDE Special Provisions will be prepared. Additional special provisions provided by the County will be included. LCDOT will add the up-front contract pages to the specifications book.

D. Permits

A NPDES permit is not anticipated. A Lake County Stormwater Management Commission (SMC) permit is not anticipated. An IDOT permit is not anticipated.

Phase III Assistance

The Consultant will assist during construction to address Request for Information (RFI's). We have assumed 4 hours of effort to support the Phase III services. Shop drawing review and attendance at a preconstruction meeting is not anticipated.

Project Coordination

The team will coordinate with IDOT the patching on the west approach at the Milwaukee Avenue intersection. Traffic control is only anticipated on the west approach of Deerfield Pkwy. We will coordinate and review submittals via email and phone with the County.

Project Management

The Consultant will perform project management and administration, including staff and resource scheduling, progress monitoring, monthly invoice and progress reports. As part of the design development process, the Consultant will hold internal coordination meetings with all pertinent team members and coordinate with CBBEL.

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME
Prepared By

Kimley-Horn
Sagar Sonar

DATE 03/18/20

CONTRACT TERM 3 MONTHS
START DATE 6/18/2020
RAISE DATE 7/1/2020

END DATE 9/17/2020

OVERHEAD RATE 194.00%
COMPLEXITY FACTOR
% OF RAISE 3%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	6/18/2020	7/1/2020	0	0.00%
1	7/2/2020	10/1/2020	3	103.00%

The total escalation = 3.00%

FIRM NAME

DATE

PRIME/SUPPLEMENT

Prime

3.00%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Regional Manager	\$67.95	\$69.99
Project Manager	\$67.95	\$69.99
Senior Project Engineer	\$61.00	\$62.83
Project Engineer	\$44.95	\$46.30
Design Engineer 1	\$36.78	\$37.88
Design Engineer 2	\$32.24	\$33.21
Senior Landscape Architect	\$56.73	\$58.43
Landscape Architect 1	\$38.46	\$39.61
Landscape Architect 2	\$32.45	\$33.42
CADD/Graphics	\$37.00	\$38.11
Clerical	\$28.08	\$28.92
Accountant	\$40.00	\$41.20

FIRM	Kimley-Horn
PRIME/SUPPLEMENT	Prime

SHEET 1 OF 5

BDE 3608 Template (Rev. 10/19/17)

Deerfield Parkway
 Krause Road to Milwaukee Road
 Lake County Division of Transportation

Project Length

Deerfield Road 3,700 feet

20 Scale 550 feet/sht

Intersections

Signalized 0

50 Scale 1,200 feet/sht

Unsignalized 0

100 Scale 2,400 feet/sht

Sheet No	Sheet Title	# of sheets	Hours / sheet	Total Hours	Scale	Comment
1	Cover Sheet	1	8	8	NTS	
2	General Notes and SOQ	2	8	16	NTS	Use LCDOT standard notes
3	Schedule of Quantities	1	12	12	NTS	All items except lump-sum items
4	Proposed Improvements	4	20	80	1:20	Double-plan view, Includes pvmt marking, drainage, and erosion control
5	Traffic Control Plan	2	16	32	1:100	2 plans and 1 notes sheet
6	Construction Details	1	8	8	NTS	TBD
7	LCDOT Standard Details	2	0.5	1	NTS	2 per 11x17 sheet except for full size standards
8	IDOT Highway Standards	3	0.5	1.5	NTS	IDOT standards 11 x 17 pdf files
Total		16		158.5		