

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 Ciorba Group, Inc.
Township				Address 8725 W. Higgins Road, Suite 600
County Lake County - Division of Transportation		Preliminary Engineering Services Agreement For Motor Fuel Tax Funds		City Chicago
Section 19-00055-08-RS				State IL

THIS AGREEMENT is made and entered into this _____ day of June, 2020 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 Wadsworth Road

Route CH 17 Length 2.60 Mi. 14,000 FT (Structure No. N/A)

Termini Green Bay Road to Sheridan Road

Description:

Phase I engineering services for the roadway resurfacing, restoration, rehabilitation and drainage improvements along Wadsworth Road, excluding the Lewis Avenue intersection.

Agreement Provisions

The Engineer Agrees,

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

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

The LA Agrees,

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

~~Schedule for Percentages Based on Awarded Contract Cost~~

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

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

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

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

The Total Not-to-Exceed Contract Amount shall be \$663347.32

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:

ATTEST: Ciorba Group, Inc.
Engineering Firm
8725 W. Higgins Road, Suite 600
Street Address
Chicago, IL
City, State
By [Signature] Chief Executive Officer
By [Signature] Chief Financial Officer
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

Exhibit A - Preliminary Engineering

Client: Lake County Division of Transportation
 Local Agency: Lake County Division of Transportation
 (Municipality/Township/County)

Project: Wadsworth Road Improvement
 Job No.: _____

Overhead Rate	<u>128.39%</u>
Complexity Factor	<u>0.00</u>
Calendar Days	<u>365</u>

- Method of Compensation:
- Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
 - Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 - Cost Plus Fixed Fee 3 14.5%[(2.3 + R)DL + IHDC]
 - Specific Rate
 - Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Meetings, Data Collection & Coordination	*	261	\$63.90	\$16,678.33	\$21,413.31		\$575.00	\$5,606.66	\$44,273.30
Topographic Survey	*	288	\$38.54	\$11,098.52	\$14,249.39	\$21,600.00	\$910.00	\$3,807.40	\$51,665.30
Water Resources	*	670	\$44.32	\$29,691.64	\$38,121.10	\$300.00		\$9,832.85	\$77,945.59
Engineering Studies/Plans	*	952	\$40.75	\$38,795.15	\$49,809.09	\$876.00		\$12,847.61	\$102,327.85
Structural Studies/Plans	*	218	\$41.04	\$8,946.33	\$11,486.19		\$65.00	\$2,972.14	\$23,469.65
Public Involvement	*	178	\$42.69	\$7,598.74	\$9,756.02		\$2,000.00	\$2,806.44	\$22,161.21
QC/QA	*	72	\$70.00	\$5,040.00	\$6,470.86			\$1,669.07	\$13,179.93
Project Management & Administration	*	80	\$70.00	\$5,600.00	\$7,189.84			\$1,854.53	\$14,644.37
American Surveying and Engineering						\$204,611.00			\$204,611.00
Huff and Huff						\$15,247.12			\$15,247.12
Kimley-Horn						\$5,507.00			\$5,507.00
Rubino						\$39,455.00			\$39,455.00
Surveying & Mapping						\$48,860.00			\$48,860.00
Totals		2719		\$123,448.71	\$158,495.79	\$336,456.12	\$3,550.00	\$41,396.70	\$663,347.32

* See attached

EXHIBIT B

SCOPE OF WORK

CONSULTANT:	Ciorba Group, Inc.
PROJECT MANAGER:	Diana Decker, PE
PROJECT ENGINEER:	Mark Johnson, PE, PTOE
LEAD ROADWAY ENGINEER:	Tim Heuer, PE
LEAD STRUCTURAL ENGINEER:	Brett Sauter, PE, SE
LEAD DRAINAGE ENGINEER:	Tony Wolff, PE, CFM
ROUTE:	Wadsworth Road (CH 17)
SECTION:	19-00055-08-RS
COUNTY:	Lake
LOCAL AGENCY CONTACT:	Matt Emde, PE Lake County Division of Transportation (LCDOT)

Project Understanding

Ciorba Group, Inc. will be leading a team responsible for the Phase I engineering services for the roadway resurfacing, restoration, rehabilitation and drainage improvements along Wadsworth Road between Green Bay Road and Sheridan Road in Waukegan and Beach Park, Illinois. The intersections of Lewis Avenue, Green Bay Road, and Sheridan Road with Wadsworth Road are not included in this project. This project will utilize 3R criteria to extend the service life of the existing pavement, enhance roadside safety and improve drainage. This project will use MFT funding for engineering and construction, it will be designed in accordance with IDOT's BLR Manual and LCDOT requirements.

Proposed roadway improvements will be determined as part of these Phase I studies. The following assumptions are made regarding the proposed pavement treatments.

- Resurfacing only – Green Bay Road to Lewis Avenue
- Widening and resurfacing – Bernice Terrace to Sheridan Road (excluding North Avenue)
- Widening and reconstruction – North Avenue

The proposed Pavement Management Strategy will consist of:

- Green Bay Road to Lewis Avenue: Mill 2 ½", potential overlay 4 ½". Included in this design will be leveling binder and area reflective crack control fabric pending coordination with Waukegan National Airport and the FAA regarding runway clearances. A section of Wadsworth Road near the Lewis Avenue intersection may not be compliant.
- Bernice Terrace to Sheridan Road: Mill 4 ½", overlay 4 ½". Included in this design will be leveling binder and area reflective crack control fabric.

Scope of Services

1. Coordination, Data Collection & Meetings - **Ciorba**
 - a. Attend 3 meetings with LCDOT to discuss project progress and review comments.

EXHIBIT B

SCOPE OF WORK

- b. Attend 1 meeting with IDOT.
 - c. Attend 3 stakeholder meetings (local agencies, fire department, school).
 - d. Attend pre-application coordination meeting with Lake County Stormwater Management Commission.
 - e. Attend pre-application coordination meeting with Army Corps of Engineers.
 - f. Coordinate project with private utility companies to identify potential conflicts.
 - g. Coordination with IDOT BLR.
 - h. Monthly Project Team meetings to gauge progress, identify issues, and verify interdisciplinary coordination.
 - i. Coordination with subconsultants.
 - j. Peak hour traffic turning movement counts will be obtained using MioVision at the following intersections: Gabriel Avenue, North Avenue, and Holdridge Avenue. Tube counts will be performed on Wadsworth Road at one location west of Lewis Avenue and one location east of Lewis Avenue. 2050 traffic projections will be requested from CMAP.
2. Topographic Survey – **Ciorba**
- a. Perform topographical survey along Wadsworth Road from the Green Bay Road intersection to the Sheridan Road intersection, approximately 14,000 feet in length.
 - b. Perform stream survey along the North Branch of Bull Creek from 1,000 feet upstream to 1,500 feet downstream of the existing box culvert.
 - c. Establish benchmarks and control points at locations recoverable at the time of construction, nails in the pavement will not be used.
 - d. Survey will be completed in accordance with LCDOT Design Survey Procedures requirements.
3. Subsurface Utility Engineering – **Surveying and Mapping, LLC (SAM)** See attached detailed scope of work.
- a. Perform Level B through D utility investigations within the project limits.
4. Geotechnical – **Rubino Engineering, Inc.** See attached detailed scope of work.
- a. Pavement cores will be taken throughout the project.
 - b. Soil borings will be taken in pavement widening and reconstruction areas identified above.
 - c. Soil borings will be taken at retaining wall locations and at the existing box culvert near North Avenue.
5. Environmental Services – **Huff and Huff** See attached detailed scope of work.
- a. Preliminary Environmental Site Assessment (PESA)
 - b. Wetland Delineation

EXHIBIT B

SCOPE OF WORK

6. Right of Way – **American Surveying and Engineering** See attached detailed scope of work.
 - a. Prepare plats and legal descriptions for an assumed 32 parcels.
7. Aviation Coordination and Permitting – **Kimley-Horn** See attached detailed scope of work.
 - a. Coordination with Waukegan National Airport, FAA and IDOT -IDA.
 - b. One in person meeting is included.
 - c. Submit 7460-1 permit.
8. Water Resources - **Ciorba**
 - a. Hydraulic Analysis – Assuming that Wadsworth Road will be widened, and the box culvert carrying the North Branch of Bull Creek will need to be extended, Ciorba will perform the following:
 - i. Obtain regulatory hydraulic model of Bull Creek from FEMA to be used as the tailwater condition for the North Branch Bull Creek model.
 - ii. Hydraulic analysis of the proposed culvert extension on the North Branch of Bull Creek. This will include utilizing the collected stream survey data to develop a HEC-RAS model to evaluate both existing and proposed conditions. The North Branch of Bull Creek does not have an existing hydraulic model.
 - iii. Develop Hydraulic Report summarizing methodologies and results of hydraulic analysis.
 - b. Preliminary Drainage Design
 - i. Evaluate existing drainage system, including storm sewers, ditches, and culverts to determine needs for improvement/replacement. This will include televising the existing storm sewer system to be completed by National Power Rodding.
 - ii. Determine need for stormwater detention based on proposed roadway widening.
 - iii. Submit drainage technical memo summarizing existing conditions analysis and recommended improvements.
 - iv. Complete preliminary design of storm sewer, culvert, and ditch improvements to be included in Phase I plans.
 - v. Identify slope stabilization measures for the eroded areas near the intersection of Wadsworth Road and North Avenue.
9. Engineering Studies - **Ciorba**
 - a. Prepare and submit the Environmental Survey Request.
 - b. Section 4(f) Report - Potential Section 4(f) impacts include Kenneth Murphy School and Land Conservancy of Lake County.
 - c. Geometric Studies – Ciorba will perform geometric checks. Following 3R criteria, the geometric checks will evaluate the existing horizontal and vertical alignments, superelevation rates and transition lengths, and

EXHIBIT B

SCOPE OF WORK

intersection sight distance. We will provide recommended countermeasures to improve safety based on our analysis.

- i. Existing side street and driveway geometry will be reviewed for conformance to LCDOT standards.
 - ii. Plan & Profile sheets will be prepared.
 - iii. Cross sections at 100' intervals, at driveways and critical sections will be developed for the pavement widening and/or reconstruction sections.
 - iv. Intersection Design Studies will not be prepared.
- d. Crash Analysis – Ciorba will review crash data provided by LCDOT and tabulate for 5 years of data. Ciorba will write a crash analysis and indicate countermeasures per the Highway Safety Manual.
 - e. Transportation Management Plan – An analysis will be done to evaluate the feasibility of different strategies including staged construction, detour and alternating one-way traffic with temporary signals.
 - f. Typical Section Studies – Ciorba will investigate the need and feasibility of widening the existing pavement from a 2-lane to a 3-lane cross section between Bernice Terrace and Sheridan Road. Inclusion of 4-foot bicycle friendly shoulders will be investigated within the project limits. Installation of pedestrian accommodations will be investigated on both the north and south side of Wadsworth Road from Kenneth Murphy School to Sheridan Road. Pedestrian facilities may include a sidewalk and/or a shared use path.
 - g. Field Visit – A field visit will be conducted to perform a pavement evaluation to confirm limits of pavement reconstruction and patching, identify areas of curb and gutter replacement and observe any drainage issues.
 - h. A Tech Memo will be prepared including findings, recommendations and a cost estimate.

10. Structural Design/Plans - **Ciorba**

- a. Wadsworth Road over the North Branch of Bull Creek
 - i. Culvert inspection
 - ii. Preparation of a culvert tech memo summarizing condition of culvert and recommended repairs.
- b. Retaining Walls near North Avenue – Several retaining walls may be needed along Wadsworth Road near the North Avenue intersection due to potential pavement widening and for embankment stabilization.
 - i. Evaluate the need and length of these retaining walls based on project limitations (ROW, proposed grading, etc.).
 - ii. If retaining walls are required, we will evaluate 3 types (gabions, soldier pile and cast in place concrete) of retaining walls to determine the most cost effective and constructible retaining wall. These alternatives and a recommendation will be presented to LCDOT in a Tech Memo.

EXHIBIT B

SCOPE OF WORK

- iii. Assumed preparation of a TSL will be needed with anticipated retained heights will be over 7' tall.
- iv. Coordinate with Rubino on soil boring locations and retaining wall recommendations.

11. Public Involvement – **Ciorba**

- a. Conduct two Open Houses including advertisement in newspaper, preparation of exhibits and brochures, and collecting public comments.
- b. Prepare responses to public comments.
- c. Prepare property impact letters with exhibit indicating limits of proposed ROW.

12. QC/QA Roadway, Water Resources, and Structural – Perform Quality Control/Quality Assurance during the project per Ciorba Group's Quality Assurance/Quality Control Plan.

13. Project Management and Administration

- a. Provide project oversight.
- b. Prepare invoices and progress reports.
- c. Project control of scope, schedule, and budget.

14. Information to be provided by the County

- a. Plans and CADD files for the Lewis Avenue and Wadsworth Road intersection improvement project.
- b. Landscaping plans for the median on Wadsworth Road east of Sheridan Road.
- c. Plans for the Wadsworth Road Storm Sewer at Robert McClory Bike Path improvement.

EXHIBIT C

CIORBA FEE – ADDITIONAL DETAILS



FIRM NAME Ciorba Group, Inc. **DATE** 05/07/20
PRIME/SUPPLEMENT Prime
Client Lake County Division of Transportation

ESCALATION FACTOR 1.25%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Principal	\$70.00	\$70.00
Project Manager	\$70.00	\$70.00
Lead Structural Engineer	\$70.00	\$70.00
Senior Project Engineer	\$66.55	\$67.38
Project Engineer	\$54.50	\$55.18
Senior Resident Engineer	\$64.00	\$64.80
Resident Engineer	\$50.25	\$50.88
Senior Engineer	\$47.00	\$47.59
Engineer II	\$39.44	\$39.93
Engineer I	\$31.00	\$31.39
Senior Technician	\$43.25	\$43.79
Technician II	\$33.50	\$33.92
Administrative Services	\$42.80	\$43.34



Payroll Escalation Table
Fixed Raises
New Formula

CLIENT
 FIRM NAME
 PRIME/SUPPLEMENT

Lake County Division of Transportation
Ciorba Group, Inc
Prime

DATE 05/07/20

CONTRACT TERM 12 MONTHS
 START DATE 6/1/2020
 RAISE DATE 1/1/2021

OVERHEAD RATE 128.39%
 COMPLEXITY FACTOR 0
 % OF RAISE 3.00%

ESCALATION PER YEAR

6/1/2020 - 1/1/2021
7
12

1/2/2021 - 6/1/2021
5
12

= 58.33%
 = 1.0125

42.92%

The total escalation for this project would be:

1.25%

IN-HOUSE DIRECT COSTS
Lake County Division of Transportation
Wadsworth Road Improvement
PHASE II

Meetings, Data Collection & Coordination

Description	Unit	Unit Cost	Quantity	Extended Cost
Vehicle (mileage)	mile	\$ 0.575	1000	\$ 575.00
Total:				\$ <u>575.00</u>

Topographic Survey

Description	Unit	Unit Cost	Quantity	Extended Cost
Vehicle (day)	day	\$ 65.00	14	\$ 910.00
Total:				\$ <u>910.00</u>

Structural Studies/Plans

Description	Unit	Unit Cost	Quantity	Extended Cost
Vehicle (day)	day	\$ 65.00	1	\$ 65.00
Total:				\$ <u>65.00</u>

Public Involvement

Description	Unit	Unit Cost	Quantity	Extended Cost
Advertisement	Each	\$ 1,000.00	2	\$ 2,000.00
Total:				\$ <u>2,000.00</u>

OUTSIDE DIRECT COSTS
Lake County Division of Transportation
Wadsworth Road Improvement

<u>Topographic Survey</u>	Quantity		Unit Cost		Cost
Storm Sewer Televising (\$/LF)	3600	\$	6.00	\$	21,600.00
				\$	21,600.00

<u>Water Resources</u>	Quantity		Unit Cost		Cost
FEMA - Regulatory hydraulic model for Bull Creek	1	\$	300.00	\$	300.00
				\$	300.00



NATIONAL POWER RODDING

A Carylton Company

Proposal: 20-395

2500 West Arthington Street
Chicago, IL 60612

p: (312) 666-7700

f: (312) 666-0748

www.nationalpowerrodding.com

March 10, 2020

PROPOSAL
Submitted to:

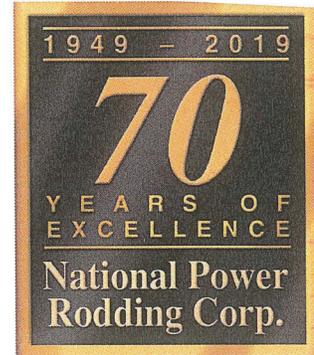
Ciorba Group, Inc.
5507 N. Cumberland
Chicago, IL 60656
Ph: 773.775.4009 Email: twolff@ciorba.com

ATTENTION:

Tony Wolff

SUBJECT:

CLOSED CIRCUIT TV INSPECTION OF SEWERS



We propose to furnish the necessary labor, supervision and equipment to perform a closed-circuit color TV inspection of sewer as described in the Scope of Work below. This proposal includes preparatory light cleaning with high velocity jetting equipment (up to 2 passes). The cost for heavy cleaning, if needed, would be negotiated. Computerized log sheets describing observations noted during the inspection will be furnished along with the recorded video tape/DVD(s).

SCOPE OF WORK

Televise approximately 3,600' of 4" through 36" storm sewer lines located at Wadsworth Road, in Beach Park, IL.

PURCHASER WILL FURNISH

Water for our high velocity jetting equipment; any special permits or fees, access to all manholes and sewer lines; and a dump site (if required) for disposal of debris removed from the sewers and/or manholes during cleaning; additional traffic control should it be necessary to provide more than standard traffic cones and truck-mounted arrow boards, at no additional charge to us.

PRICE

\$6.00/LF for light clean and TV or heavy cleaning if needed and approved by customer would be at the below hourly and disposal rates.

Charges for the above services will be computed at the rate of \$500.00/hr., portal to portal, including water fill-up and disposal at an approved dumpsite from our office in Chicago, with a four-hour minimum charge including pre-trip inspection of our truck and travel time. Also, \$100.00/ton for disposal.

If you find the above proposal satisfactory, please sign below, provide a purchase order number if applicable, initial General Terms and Conditions on back page, and return a signed of copy of both to us. To schedule the above services, please contact our office as soon as possible.

Respectfully submitted,

Purchase Order Number _____

NATIONAL POWER RODDING CORPORATION

Allan Thomas
Dispatcher

ACCEPTED this _____ day of _____, 20__

Name of Purchaser

By _____
Name and Title

April 16, 2020

Mark R. Johnson, PE, PTOE
Roadway Project Manager
Ciorba Group
8725 W. Higgins Road, Suite 600
Chicago, Illinois 60631
via e-mail: mjohnson@ciorba.com

Re: Agreement for Professional Services
Traffic Data Collection – Turning Movement Count
Waukegan, Illinois – Wadsworth Rd
GHA Proposal No. 2020.D100

Dear Mr. Johnson:

Gewalt Hamilton Associates, Inc., (GHA) is pleased to submit our proposal for traffic data collection services for the above referenced project.

Our proposal is based on GHA's understanding of the project based on our recent e-mail correspondence with you.

If our proposal is acceptable, please sign and return one complete copy to our office. Should you have any questions or if we can be of additional assistance, please feel free to contact me at (847) 821-6200.

Sincerely,
Gewalt Hamilton Associates, Inc.

William J. Klewin

William J. Klewin
Director of Data Collection Division
bklewin@gha-engineers.com

Encl.: GHA Proposal No. 2020.D100

Agreement for Professional Services
Traffic Data Collection – Turning Movement Count
Waukegan, Illinois – Wadsworth Rd
GHA Proposal No. 2020.D100

Ciorba Group (Client), 8725 W. Higgins Road, Suite 600, Chicago, Illinois 60631, and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Project Understanding

Ciorba Group is requesting three (3) Turning Movement Counts (TMC's) in Waukegan and Beach Park, Illinois for 2-hour AM and PM peaks, totaling four (4) hours per location. Classifications consist of lights, mediums, and articulated trucks classification for one (1) Typical Weekday. Bicycles and pedestrians are **not** included.

II. Traffic Data Collection Services

GHA will provide the count using Miovision Scout cameras at the following location based on the email received from Ciorba Group dated April 16, 2020. Please refer to the attached Exhibit A – Location Map:

A. TMC's

1. Wadsworth Rd & Gabriel Ave
2. Wadsworth Rd & North Ave
3. Wadsworth Rd & Holdridge Ave

Collection Times

- Weekday (T, W or TH)
- 7-9 (AM) & 4-6 (PM)
- 4 hours
- Lights / Mediums / Articulated Trucks

Deliverables

- Studies will be shared to Ciorba Group via Miovision DataLink

III. Project Schedule

GHA will schedule the work within two weeks of written authorization to proceed, weather permitting.

Data collection will be processed for 72-hour turn-around through Miovision and will be provided to the Client as soon as it is available to GHA.

IV. Key Personnel

Mr. William J. Klewin, the Director of the Data Collection Division, will function as the Project Manager. He will be assisted by additional professional and technical staff with years of experience.

V. Compensation for Services

GHA proposes to complete the above work for a lump sum fee as outlined below.

TMC's	Fee
3 location x 4 hours (\$73/hr)	\$876.00
Total Lump Sum Fee	\$876.00

The proposed fee includes all necessary equipment and deployment. Reimbursable expenses, including items such as photos, postage, messenger services, printing, mileage, etc., are included in the fee indicated above. An invoice will be submitted upon completion of the study and will detail charges made against the project and services provided.

Please note that our proposal assumes the study will be completed within one deployment. If multiple deployments are requested, an adjustment to the fee will be necessary. GHA will provide the Client a written estimate of any additional fees prior to commencing with such work.

Any additional services requested and authorized by the Client will be billed on a time-and-materials (T&M) basis in accordance with the attached *GHA Hourly Rates*.

Any required permits, if needed, from applicable regulatory agencies are to be obtained by the Client prior to the study date.

VI. Services Not Included

Should additional services be required or expanded beyond those outlined in *Section II: Traffic Data Collection Services* of this Agreement, GHA will request written authorization prior to commencing the work and the following billing rate schedule will apply.

VII. General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

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 GHA. GHA'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 GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and *Attachment A*, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

VIII. Authorization

By signing below you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.

Ciorba Group



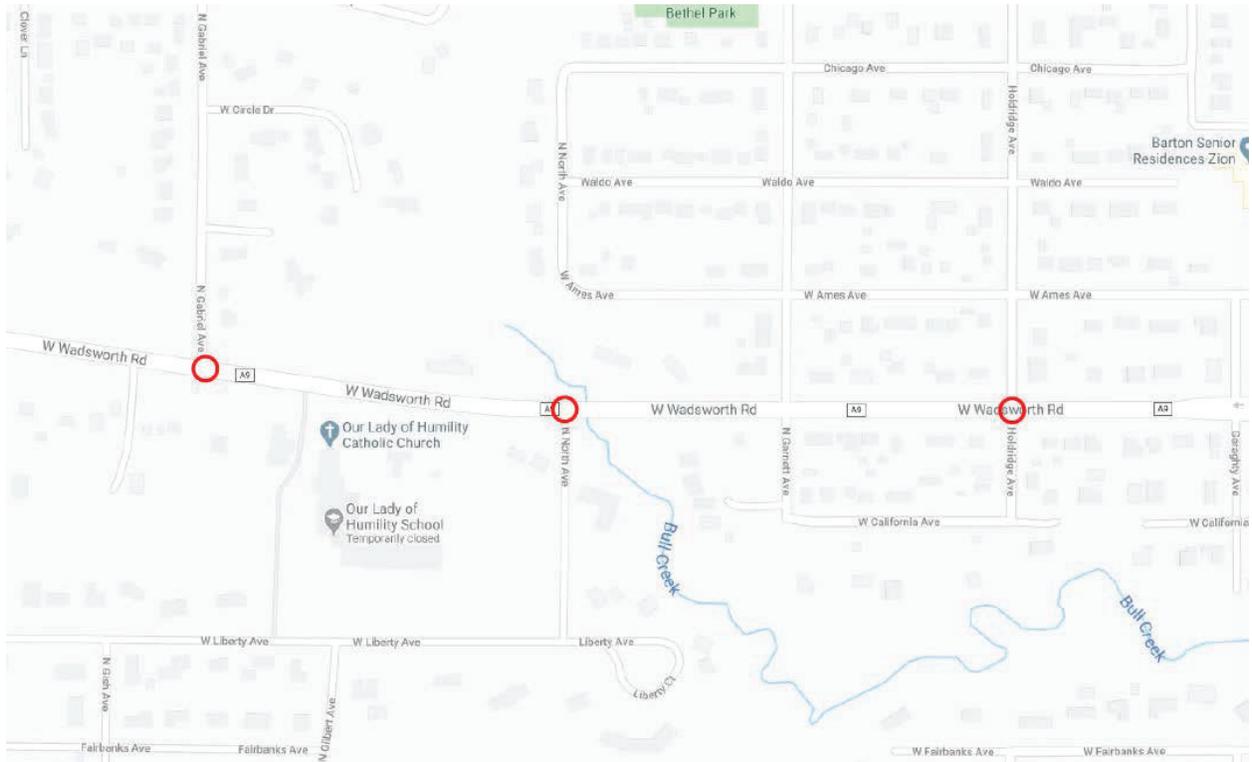
William J. Klewin
Director of Data Collection Division

Mark R. Johnson, PE, PTOE
Roadway Project Manager

Date: _____

Encl.: Exhibit A – Location Map
Hourly Rates
Attachment A

Exhibit A



WORK BREAKDOWN STRUCTURE
Lake County Division of Transportation
Wadsworth Road Improvement

Task	Sub-Task	Activity	Grand Total	Project Manager	Lead Structural Engineer	Senior Project Engineer	Project Engineer	Engineer II	Engineer I	Senior Technician	Technician II
			2719	300	27	321	216	676	930	241	8
1.	Meetings, Data Collection & Coordination		Task Total:	261	104	16	87	26	12	16	
	010 Meetings		Subtotal:	125	51	16	28	20		10	
		Meetings with LCDOT (3 mtg x 2 hrs/mtg)	6	6							
		Meetings with Other Agency (3 mtg x 2 hrs/mtg) (IDOT, LCSMC, USACE)	10	6			4				
		Meetings with Project Team (32 mtg x 0.5 hrs/mtg)	64	16	16	16	16				
		Meeting with FHWA (1 mtg x 2 hrs/mtg)	4	2		2					
		Miscellaneous Meeting (3 stakeholder mtg x 2 hrs/mtg) (Local agencies, fire department, school)	6	6							
		Meeting Minutes (10 mtg)	15	10		5					
		Prepare Agenda/Exhibits for Meetings (10 mtgs x 2 hrs/mtg)	20	5		5			10		
	011 Coordination		Subtotal:	112	53		53			6	
		Coordination with LCDOT	8	4		4					
		Coordination with Other Agency	8	4		4					
		Coordination with Utilities	6						6		
		Miscellaneous Coordination (5 subconsultant, 1 hr/mo/subconsultant)	90	45		45					
	012 Data Collection		Subtotal:	24			6	6	12		
		Field Checks (4 hrs for 4 people + 1 hr travel time each way)	24			6	6	12			

WORK BREAKDOWN STRUCTURE
Lake County Division of Transportation
Wadsworth Road Improvement

Task	Sub-Task	Activity	Grand Total	Project Manager	Lead Structural Engineer	Senior Project Engineer	Project Engineer	Engineer II	Engineer I	Senior Technician	Technician II
2.	Topographic Survey		Task Total: 288						122	166	
	020	Field Survey	Subtotal: 264						122	142	
		Project Setup	4							4	
		Establish Control Points and Ties	8							8	
		Develop Alignment (Horizontal control)	8							8	
		Level Circuit (Vertical control)	16						8	8	
		Horizontal Topography (400 ft per hour) (14,000' to be surveyed)	70						35	35	
		Cross Sections (assume 400 ft per hour) (14,000' to be surveyed)	70						35	35	
		Stream Survey (2,500' and 16 cross-sections)	80						40	40	
		Drainage Inventory (6-8 structures per hour)	8						4	4	
	021	Process Survey Information	Subtotal: 24							24	
		Create Digital Terrain Model	24							24	
3.	Water Resources		Task Total: 670	10		84	164	158	254		
	030	Hydrologic & Hydraulic Analysis	Subtotal: 268	6		36	74	120	32		
		Hydrologic Modeling	24				8	16			
		Hydraulic Modeling (Culvert extension on North Branch Bull Creek)	112			8	24	80			
		Storm Water Detention Analysis	28			4	8		16		

WORK BREAKDOWN STRUCTURE
Lake County Division of Transportation
Wadsworth Road Improvement

Task	Sub-Task	Activity	Grand Total	Project Manager	Lead Structural Engineer	Senior Project Engineer	Project Engineer	Engineer II	Engineer I	Senior Technician	Technician II
		Alternatives Analysis	8	2		4	2				
		Analyze Sensitivity of Outfalls	8			4	4				
		Floodplain Compensatory Storage Analysis	46	2		8	12	24			
		Evaluate Existing Drainage System	42	2		8	16		16		
		031 Preliminary Stormwater Facility Design	Subtotal:			32	82	8	198		
		Storm Sewer (Preliminary)	24			4	8		12		
		Ditch Design (Preliminary)	24			4	8		12		
		Culvert Design (Preliminary)	24			4	8		12		
		Detention Design (Preliminary)	24			4	8		12		
		Drainage Sheets Resurfacing Section (9 sheets at 8 hrs/sheet)	72			4	18		50		
		Drainage Sheets Widening & Resurfacing/Reconstruction (11 sheets at 12 hrs/sheet)	132			8	24		100		
		Compensatory Storage Design (Preliminary)	20			4	8	8			
		034 Reports / Location Drainage Studies	Subtotal:	82	4	16	8	30	24		
		Drainage Tech Memo	34	2		8	8		16		
		Hydraulic Report	48	2		8		30	8		
5.	Engineering Studies/Plans		Task Total:	952	9	2	133	8	395	394	11
	050 Traffic Studies		Subtotal:	87			10		23	50	4
		Obtain Machine Traffic Counts (2 Locations)	4						2	2	
		Traffic Count Reduction & Tabulation	7					1	4	2	

WORK BREAKDOWN STRUCTURE
Lake County Division of Transportation
Wadsworth Road Improvement

Task	Sub-Task	Activity	Grand Total	Project Manager	Lead Structural Engineer	Senior Project Engineer	Project Engineer	Engineer II	Engineer I	Senior Technician	Technician II
		Existing and Proposed ADTs	2						2		
		Typical Section Study (2-Lane vs. 3-Lane and Bike/Ped Accommodations)	32			6		10	16		
		Develop Existing and Proposed Typical Sections (2 Ex, 2 Prop)	16					4	12		
		Traffic Management Plan/Analysis	26			4		8	14		
		051 Environmental Studies	Subtotal: 102	6		12		42	42		
		Prepare Environmental Survey Request (ESR) Form	8	2				3	3		
		Prepare ESR Exhibits (8 hrs/sheet)	8	2				3	3		
		Section 4(f) Report (2 DeMinimis 4(f) Reports Anticipated)	70	2		8		24	36		
		Coordination with Environmental Subconsultant	4			2		2			
		Wetland Impact Evaluation	12			2		10			
		052 Geometric Studies	Subtotal: 591			85		284	222		
		Horizontal/Vertical Geometry Study/Analysis	90			16		50	24		
		Plan and Profile Sheets Resurfacing Section (8 hrs/sheet) (1"=20') (See above for drainage hours for these sheets)	72			10		20	42		
		Plan and Profile Sheets Widening & Resurfacing/Reconstruction (12 hrs/sheet) (1"=20') (See above for drainage hours for these sheets)	132			12		56	64		
		Sight Distance Study	20			2		6	12		
		Right-of-Way Analysis (125 @ 50' xs at 2hr each+ 55 Dwy/Sidestreet at 1 hr each)	277			45		152	80		
		053 Crash Analysis	Subtotal: 56			7		18	31		
		Crash Data	18			1		4	13		

WORK BREAKDOWN STRUCTURE
Lake County Division of Transportation
Wadsworth Road Improvement

Task	Sub-Task	Activity	Grand Total	Project Manager	Lead Structural Engineer	Senior Project Engineer	Project Engineer	Engineer II	Engineer I	Senior Technician	Technician II
		Collision Diagram	4						4		
		Review and Analyze Crash Data	4					2	2		
		Write Crash Analysis Summary	6			2		4			
		Preliminary Barrier Warrant Analysis	24			4		8	12		
		054 Project Development Report (PDR)	Subtotal: 50	1		11		18	20		
		Location Map	2						2		
		Report Preparation (Tech Memo)	29	1		8		12	8		
		Report Reproduction (2 submittals - 2 LCDOT)	4						4		
		Report Revisions (1 revisions)	10			2		4	4		
		Disposition of Comments (1 dispositions)	5			1		2	2		
		058 Quantity Calculations	Subtotal: 60		2	6	8	8	29	7	
		Quantities (Removals)	10			2			5	3	
		Quantities (Earthwork)	14			2		8	4		
		Quantities (Proposed Plan)	10			2			4	4	
		Quantities (Water Resources)	12				4		8		
		Quantities (Structural)	14		2		4		8		
		059 Specifications & Estimates	Subtotal: 6	2		2		2			
		Estimate of Cost	6	2		2		2			

WORK BREAKDOWN STRUCTURE
Lake County Division of Transportation
Wadsworth Road Improvement

Task Sub-Task	Activity	Grand Total	Project Manager	Lead Structural Engineer	Senior Project Engineer	Project Engineer	Engineer II	Engineer I	Senior Technician	Technician II
6. Structural Studies/Plans		Task Total:	218	1	9	18	58	68	64	
060 Preliminary Bridge Engineering		Subtotal:	18	1	1	2	10	4		
	Culvert Inspection		8				4	4		
	Inspection Tech Memo		10	1	1	2	6			
062 Retaining Wall		Subtotal:	200		8	16	48	64	64	
	Wall Type Study (1 location, 3 types) Type, Size, and Location		108		4	8	32	40	24	
			92		4	8	16	24	40	
7. Public Involvement		Task Total:	178	24		17	53	76		8
070 Exhibits		Subtotal:	50			4	14	32		
	Location Map		2					2		
	Existing/Proposed Typical Sections		6				2	4		
	Aerial Mosaics (1" = 100' Roll Plot - Approx 12')		24			4	6	14		
	Other Exhibits (Crashes, Tree Impacts)		18				6	12		
071 Public Activities		Subtotal:	128	24		13	39	44		8
	Advertise in Newspaper (2 Ads)		8			1	1	6		
	Preparation of Brochure for 2 Open House Meetings		12	2		2				8
	Attend 2 Open House Meetings (3 staff, 4 hrs)		24	16		8				

WORK BREAKDOWN STRUCTURE
Lake County Division of Transportation
Wadsworth Road Improvement

Task Sub-Task	Activity	Grand Total	Project Manager	Lead Structural Engineer	Senior Project Engineer	Project Engineer	Engineer II	Engineer I	Senior Technician	Technician II
	Collection of Public Comments	20	2		2		8	8		
	Prepare Property Impact Letters and Exhibits (32 Parcels)	64	4				30	30		
9. QC/QA		Task Total:	72	72						
090	QC/QA	Subtotal:	72	72						
	Roadway	24	24							
	Structural	24	24							
	Water Resources	24	24							
10. Project Management & Administration		Task Total:	80	80						
100	Project Management & Administration	Subtotal:	80	80						
	Project Management	80	80							

EXHIBIT D

SUBCONSULTANT SCOPE OF WORK AND FEE

D1 – AMERICAN SURVEYING AND ENGINEERING

D2 – HUFF & HUFF

D3 – KIMLEY-HORN

D4 – RUBINO ENGINEERING, INC.

D5 – SURVEYING AND MAPPING, LLC

EXHIBIT D

SUBCONSULTANT SCOPE OF WORK AND FEE

D1 – AMERICAN SURVEYING AND ENGINEERING



AMERICAN
SURVEYING & ENGINEERING, P.C.

Scope of Work

PROJECT SUMMARY

Project Name Wadsworth Road Land Acquisition (Phase I) ASE Proposal No. 220027

Owner Lake County Division of Transportation Date March 4, 2020

Agent Ciorba Revision Date **April 16, 2020**

Project Description – ASE will provide land acquisition surveys for the improvements along Wadsworth Road. No Appraisals, Negotiations, or Land Acquisition close out services are included in this scope.

Project Location – The project is located along Wadsworth Road from just east of Green Bay Road intersection to just west of the Sheridan Road intersection but excludes the intersection at Lewis Avenue in Lake County. Per Ciorba’s instruction, ASE is to assume 32 parcels requiring ROW are between Bernice Terrace and Garnett Avenue. Parcels outside of that area ASE assumes will be at intersections as directed by Ciorba. The area between Bernice Terrance and Garnett Avenue is shown in the second exhibit below from Lake County GIS. This proposal assumes that 26 of the parcels will need temporary easements (TE) and six will be fee takes. Any work beyond 32 parcels or more takes vs. TEs will require additional fees before commencement of additional work.

Approximate project length in green below:





GENERAL CONDITIONS AND SCOPE ASSUMPTIONS

1. All professional services will be performed to appropriate Minimum Standards of practice and Section 1270.56, Minimum Standards of Practice for surveys in Illinois.
2. All previous and relevant survey information will be provided to ASE at no cost prior to commencement of survey.
3. Owner/Agent will provide a Letter of Introduction to facilitate field operations.
4. Hazardous Waste sites designated as requiring protective equipment "Class D" or greater will not be entered unless provided for otherwise in the Scope of Work Tasks.
5. American Surveying & Engineering is not signatory to any organized labor agreements. We will not provide services in any capacity where labor disputes may exist. We will not be responsible for costs or delays associated with labor disputes relevant to work on this project.
6. Field work performed on this project are subject to the vagaries of weather. In the event weather impairs our ability to perform any specified professional services, we will contact the Owner/Agent to determine changes in schedule or cost. No additional work will be performed until the owner/agent has reviewed and approved a revised cost or schedule.
7. ASE will commence work within ten (15) working days of the NTP.
8. Topographic survey as required for Plat-of-Highways will be provided by Agent.
9. This SOW shall become part of the contract between Owner/Agent and ASE.
10. No Appraisals, Negotiations, or Land Acquisition close out services are included in this scope.

PROPOSAL TASKS

1. Administration
 - 1.1. Meetings with Owner or Agent, including in-house meetings. Progress Reports, scheduling, invoicing and other project administrative tasks.
 - 1.2. Technical direction of staff.
 - 1.3. Project Management, resource coordination.
2. Document Compilation
 - 2.1. Obtain relevant project documents from Owner/Agent. Order title for parcels.
 - 2.2. Compile, review and index information.
 - 2.3. Prepare compiled information for field and office tasks.
3. Horizontal Control

- 3.1. Search and reconnaissance for record control points. Recover and verify previous control points.
- 3.2. Office calculations, adjustment, tabulations of coordinates, and working drawings.
4. Land Acquisition Surveys (Assume 32 parcels)
 - 4.1. Courthouse research.
 - 4.2. Recover or establish and survey section corners or Block Corners.
 - 4.3. Establish Existing centerline for Plat of Highways; does not include staking of stationing points or separate Alignment and Ties geometric drawing.
 - 4.4. Calculate Existing Right-of-Way in areas of Temporary Easements and parcel takes only.
 - 4.5. Prepare legal description and Parcel Plats
5. QA/QC
 - 5.1. Review contract documents and survey requirements to verify ASE project QA/QC requirements. Create QA/QC plan.
 - 5.2. Periodic project review to assure compliance with policy and contract documents.
 - 5.3. Final review and report of QA/QC compliance.

ASE WILL DELIVER TO CLIENT:

- A. Copies of field notes with reductions made.
- B. Electronic versions of drawings client specified CADD platform.
- C. Plats and legal descriptions for land acquisition parcels.

DIRECT COST ITEMS

- A. Assume 32 courthouse records at \$10 apiece, \$320 total.
- B. ASE will order Title Commitments for the 32 subject parcels estimated to cost \$600 each for a total of \$19,200.

ITEMS SUPPLIED BY OTHERS

- A. Record plans, including any previous survey information (if available).
- B. Any and all pertinent site information including, but not limited to previous horizontal and vertical survey control survey information, existing aerial photography, Right-of-Way plans, centerline alignment, construction plans and plats of highway will be furnished to ASE, at no cost to ASE, prior to commencement of field operations.
- C. Permission and access to closed or locked areas requiring access to complete the survey.
- D. Letter of Introduction and written authorization for access to subject property for ASE's services on subject site.



PROJECT: Wadsworth Road Land Acquisition

LOCATION: Wadsworth Road, Lake County

CLIENT: Ciorba

PROPOSAL No.: 220027

DATE: 4/16/2020

TASK 1.0 Administration		Man Hours																					
ITEM	Description	PIC	PM	P S/E 4	P S/E 3	P S/E 2	P S/E 1	CADD	ST4	ST3	ST2	ST1	ROW 4	ROW 3	ROW 2	ROW 1	SUE 3	SUE 2	SUE 1	A/C 3	A/C 2	TOTAL	
1.1	Meetings, reports, scheduling, etc.		6		12																10		28
1.2	Technical Direction of Staff		6		10																		16
1.3	Project management & coord.		6		12																		18
1.4																							0
1.5																							0
1.6																							0
1.7																							0
1.8																							0
1.9																							0
	TOTAL HOURS	0	18	0	34	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	0	62

TASK 2.0 Data Compilation		Man Hours																					
ITEM	Description	PIC	PM	P S/E 4	P S/E 3	P S/E 2	P S/E 1	CADD	ST4	ST3	ST2	ST1	ROW 4	ROW 3	ROW 2	ROW 1	SUE 3	SUE 2	SUE 1	A/C 3	A/C 2	TOTAL	
2.1	Courthouse & Data Research		2		8																		10
2.2	Compile & Review data		2		8																		10
2.3	Catalog and transfer to field		2		8																		10
2.4																							0
2.5																							0
2.6																							0
2.7																							0
2.8																							0
2.9																							0
	TOTAL HOURS	0	6	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30

TASK 3.0 Horizontal Control		Man Hours																					
ITEM	Description	PIC	PM	P S/E 4	P S/E 3	P S/E 2	P S/E 1	CADD	ST4	ST3	ST2	ST1	ROW 4	ROW 3	ROW 2	ROW 1	SUE 3	SUE 2	SUE 1	A/C 3	A/C 2	TOTAL	
3.1	Recon. & locate existing mon's.										50	50											100
3.2	Office Calcs		4		20																		24
3.3																							0
3.4																							0
3.5																							0
3.6																							0
3.7																							0
3.8																							0
3.9																							0
	TOTAL HOURS	0	4	0	20	0	0	0	0	50	50	0	0	0	0	0	0	0	0	0	0	0	124

TASK 4.0 Land Acquisition Surveys		Man Hours																					
ITEM	Description	PIC	PM	P S/E 4	P S/E 3	P S/E 2	P S/E 1	CADD	ST4	ST3	ST2	ST1	ROW 4	ROW 3	ROW 2	ROW 1	SUE 3	SUE 2	SUE 1	A/C 3	A/C 2	TOTAL	
4.1	Courthouse Research		4		52																		56
4.2	Recover, establish section corners		4		10					180	180												374
4.3	Establish Centerline		4		10					180	180												374
4.4	Calculate ROW and parcel takes		4		90																		94
4.5	Prepare legals, plats		6		52			288															346
4.6																							0
4.7																							0
4.8																							0
4.9																							0
	TOTAL HOURS	0	22	0	214	0	0	288	0	360	360	0	0	0	0	0	0	0	0	0	0	0	1244



PROJECT: Wadsworth Road Land Acquisition

LOCATION: Wadsworth Road, Lake County

CLIENT: Ciorba

PROPOSAL No.: 220027

DATE: 4/16/2020

TASK 5.0 QA/QC		Man Hours																					
ITEM	Description	PIC	PM	P S/E 4	P S/E 3	P S/E 2	P S/E 1	CADD	ST4	ST3	ST2	ST1	ROW 4	ROW 3	ROW 2	ROW 1	SUE 3	SUE 2	SUE 1	A/C 3	A/C 2	TOTAL	
5.1	Create QA/QC plan		4		8																		12
5.2	Periodic review		4		8																		12
5.3	Final review		4		8																		12
5.4																							0
5.5																							0
5.6																							0
5.7																							0
5.8																							0
5.9																							0
	TOTAL HOURS	0	12	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	36

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME American Surveying & Engine
 PRIME/SUPPLEMENT Prime
 Prepared By Dan Woessner

DATE 04/16/20
 PTB-ITEM# 178-1

CONTRACT TERM 6 MONTHS
 START DATE 5/1/2020
 RAISE DATE 1/1/2021
 END DATE 10/31/2020

OVERHEAD RATE 153.88%
 COMPLEXITY FACTOR _____
 % OF RAISE 3%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	5/1/2020	10/31/2020	6	100.00%

The total escalation = 0.00%

PAYROLL RATES

FIRM NAME American Surveying & E DATE 04/16/20
PRIME/SUPPLEMENT Prime
PTB-ITEM # 178-1

ESCALATION FACTOR **0.00%**

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

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal in Charge	\$70.00	\$70.00
Project Manager	\$70.00	\$70.00
Project Surveyor/Engineer 4	\$69.67	\$69.67
Project Surveyor/Engineer 3	\$61.78	\$61.78
Project Surveyor/Engineer 2	\$44.84	\$44.84
Project Surveyor/Engineer 1	\$40.00	\$40.00
CADD Technicians	\$39.55	\$39.55
Engr./Survey Tech 4	\$55.89	\$55.89
Engr./Survey Tech 3	\$38.83	\$38.83
Engr./Survey Tech 2	\$29.86	\$29.86
Engr./Survey Tech 1	\$20.08	\$20.08
ROW Specialist 4	\$56.92	\$56.92
ROW Specialist 3	\$41.20	\$41.20
ROW Specialist 2	\$31.50	\$31.50
ROW Specialist 1	\$21.73	\$21.73
S.U.E. Tech Grade 3	\$39.67	\$39.67
S.U.E. Tech Grade 2	\$26.36	\$26.36
S.U.E. Tech Grade 1	\$21.25	\$21.25
Administrative/Clerical 3	\$25.68	\$25.68
Administrative/Clerical 2	\$19.50	\$19.50

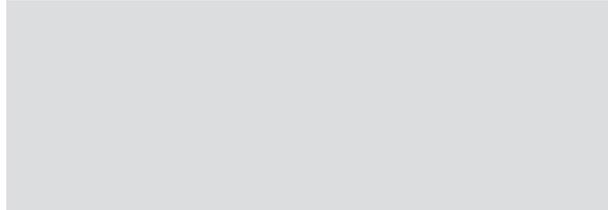


EXHIBIT D

SUBCONSULTANT SCOPE OF WORK AND FEE

D2 – HUFF & HUFF



A Subsidiary of GZA



April 15, 2020

Mr. Tony Wolff, P.E., CFM
Vice President – Water Resources
Ciorba Group
8725 W. Higgins Road, Suite 600
Chicago, Illinois 60631

via email: twolff@ciorba.com

**Re: Phase I Environmental Engineering Services (PESA, Wetlands)
Wadsworth Road 3R Project
Beach Park, Lake County, Illinois
Proposal No. 81.PT00003.21 (Revised)**

Dear Mr. Wolff:

Huff & Huff, Inc. (H&H), a subsidiary of GZA, Inc. (Consultant), is pleased to submit this proposal to Ciorba Group (Client) to conduct Phase I environmental services for the proposed Wadsworth Road 3R project located in Beach Park, Lake County, Illinois. Proposed services include Wetland Delineation and Reporting and Preliminary Environmental Site Assessment (PESA). This proposal presents our Project Understanding, Scope of Services, Level of Effort and Schedule, and Acceptance for completing the project. Costs, and Terms and Conditions are presented as attachments.

1. PROJECT UNDERSTANDING

H&H understands that Client has been retained by City to develop a proposal for Phase I Design for the proposed 3R (resurfacing, rehabilitation, and restoration) project along Wadsworth Road in Beach Park, Lake County, Illinois. The project limits along Wadsworth Road extend from just east of the intersection with Green Bay Road to just west of Sheridan Road, excluding the intersection of Lewis Avenue. The project will follow IDOT Bureau of Local Roads and Streets (BLRS) policies but may include pavement widening to include left turn lanes, pavement reconstruction due to condition, retaining wall construction and box culvert extension near the North Avenue intersection. We understand Phase II services will be requested at a later date.

2. SCOPE OF SERVICES

Task 1: Wetland Delineation

H&H understands that regulated wetlands are potentially located within or adjacent to the Project Corridor. H&H proposes to conduct a wetland delineation for all areas within the Project Corridor in accordance with:

- The April 1, 2017, edition of the U. S. Army Corps of Engineers (USACE) Chicago District Regional Permit Program (RPP);
- The USACE *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0)*, (Supplemental Wetland Manual); and
- The October 13, 2015, edition of the Lake County WDO.

GEOTECHNICAL

ENVIRONMENTAL

ECOLOGICAL

WATER

CONSTRUCTION
MANAGEMENT

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



In preparing this proposal, H&H has made the following assumptions:

- A Preliminary Jurisdictional Determination fee, if required, is not included in this scope of work;
- Wetland mitigation design, plan preparation, monitoring, or management services are not included in this proposal; and
- Wetland permitting is not included in this scope of services. This includes USACE and Lake County. If permitting with any of these agencies is required, a separate scope of services and cost estimate will be prepared.
- There are no additional environmental concerns within the Project Corridor not referenced in this proposal that would impede the USACE and Lake County WDO coordination and permitting process, such as the presence of state and federal endangered and threatened species, protected historical and cultural sites, and environmental due diligence.

A. Off-Site Record/Document Review

The following records/documents will be reviewed prior to conducting field investigations. Soils information will be reviewed to determine the soil types encountered during the delineation procedures. The resources to be reviewed and used include:

- Aerial Photographs;
- U.S. Geological Survey (USGS) Topographic Maps;
- U.S. Fish and Wildlife Service (USFWS), National Wetland Inventory (NWI) Maps;
- Lake County Wetland Inventory Maps;
- Lake County ADID Wetland Maps;
- Natural Resources Conservation Services (NRCS), Soil Survey of Lake County;
- Hydric Soils of the United States;
- Federal Emergency Management Agency (FEMA), Flood Insurance Rate Maps (FIRM); and
- USGS Hydrologic Atlases.

B. On-Site Investigation (Field Inventory)

H&H proposes to conduct on-site investigations of all potential wetlands within the Project Corridor. Wetland delineation field investigation activities include on-site testing for the presence of hydric soils, hydrophytic vegetation, and sufficient hydrology. A floristic quality assessment (FQA) will be conducted for each identified wetland. Functions of wetlands based on field observations will also be evaluated during the on-site investigation. The wetland and waterway perimeters within the Project Corridor will be surveyed by H&H using a Global Positioning System (GPS) unit.

C. Wetland Report

A Wetland Delineation Report will be prepared summarizing the findings of the desktop review and the on-site investigation. This report will be submitted to the Client as a PDF only. The shapefiles of the wetland boundaries as surveyed in the field will also be provided to the Client via email. Specific items to be included in the report are as follows:

- Map showing the location, limits, and wetland boundaries within the Project Corridor;
- Aerial photography depicting the appropriate limits of the delineated wetlands;
- USACE data sheets with FQAs, as required;
- Color photographs of the wetlands and the data points;
- Written description of wetland functional classification;
- Permitting summary; and



- Mitigation requirements and options, if necessary.

Task 2: Preliminary Environmental Site Assessment (PESA)

A PESA will be completed for local roads portions of the project corridor and the process will follow general protocols contained within:

- A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation (IDOT) Highway Projects (Erdmann et al., 2012)
- ASTM International (ASTM) standard 1527-13
- The IDOTs Bureau of Design and Environment (BDE) Procedure Memorandum Number 10-07, *Special Waste Procedures*. This memo was incorporated into Chapter 27-3 of the IDOT BDE Manual in June 2012.
- IDOT Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, July 2013.
- Public Act 96-1416
- Clean Construction or Demolition Debris Fill Operations (CCDD) and Uncontaminated Soil Fill Operations: Amendments to 35 Illinois Administrative Code 1100. Effective on August 27, 2012.

A. Historical Research

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

B. Site Evaluation

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

C. Records Review

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

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

D. Report Preparation

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

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



- d) The environmental status of sites adjacent to the corridor regarding chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, and hazardous waste, and PCBs.
- e) An analysis of the site inspection.
- f) A summary of the findings regarding environmental concerns. This will include IDOT's BDE Manual Chapter 27-3, Special Waste Procedures, and identification of Potentially Impacted Properties (PIPs) per Subpart F, Section 1100, 35 IAC, related to Clean Construction or Demolition Debris management.

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; memo production and other in-house management activities; and project closeout.

Task 4: QA/QC

Time under this task includes Quality Assurance/Quality Control (QA/QC) time for the reports as described above.

3. LEVEL OF EFFORT AND SCHEDULE

The fee for the currently proposed scope of services is included on the attached IDOT cost plus fixed fee (CPFF) worksheets. The wetland delineation work be completed during the 2020 growing season, approximately between May 15th and October 1st, and anticipated completion of the Wetland Delineation Report within six weeks of completion of the field work. PESA work will commence within 5 days of the notice to proceed and will require four weeks to complete. If an expedited schedule is necessary, H&H will coordinate with Client to establish a schedule that is appropriate for the project needs.

Conditions of Engagement

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. H&H's reports 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.

4. ACCEPTANCE

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to H&H. We appreciate the opportunity to submit this proposal. Please feel free to contact me at (630) 684-4425 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 monthly, and Client will forward to Prime within 30 days of invoice date. Client payment to H&H is due within 20 days of receipt of payment from Prime. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. H&H may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse H&H's costs of collecting overdue invoices, including reasonable attorneys' fees.
4. **Your Responsibilities.**



- a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide H&H with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to H&H. Unless otherwise indicated in writing, H&H will be entitled to rely on documents and information you provide.
 - b. If you use the services of a construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
 - (i) to indemnify and hold harmless, to the fullest extent permitted by law, you and H&H, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;
 - (ii) to name you and H&H as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and
 - (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
 - c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify H&H and H&H shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.
5. **Right of Entry; Site Restoration.** You grant H&H and its subcontractor(s) permission to enter the Site to perform the services. If you do not own the Site, you represent and warrant that the owner has granted permission for H&H to enter the Site and perform the services; you will provide reasonable verification on request; and you will indemnify H&H for any claims by the Site owner related to alleged trespass by H&H or its subcontractors. H&H will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site that may occur and you agree to compensate H&H for any restoration it is asked to perform, unless otherwise indicated in the Proposal.
6. **Underground Facilities.** H&H's only responsibility under this Section will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless H&H with respect to personal injury and property damages due to H&H's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:
- (i) that are not correctly shown on any plans and information you or governmental authorities provide to H&H; or
 - (ii) that are not correctly marked by the appropriate utility.
7. **Reliance.** The services, information, and other data furnished by you shall be at your expense, and H&H may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by H&H is directly related to the accuracy and completeness of the information and data that you furnish to H&H. **H&H's REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO H&H.**
8. **Lab Tests and Samples.** H&H is entitled to rely on the results of laboratory tests using generally accepted methodologies. H&H may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate H&H for storage and/or shipping beyond 30 days.
9. **H&H Professionals.** H&H employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists collectively referred to in this section as "H&H Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of H&H or other contractor/consultant(s), which audit may require additional services, even though H&H and such H&H Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate H&H for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.



- 10. Hazardous Materials; H&H “Not a Generator”.** Before any hazardous or contaminated materials are removed from the Site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. H&H will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the Site. H&H will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. H&H will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold H&H harmless for any costs or liability incurred by H&H in defense of or in payment for any legal actions in which it is alleged that H&H is the owner, generator, treater, storer or disposer of hazardous waste.
- 11. Limits on H&H's Responsibility.** H&H will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. H&H will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall H&H's professional activities nor the presence of H&H or its employees and subcontractors be construed to imply that H&H has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by H&H of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.
- 12. Changed Conditions.**

 - a. You recognize the uncertainties related to environmental and geotechnical services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
 - b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, H&H will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.
 - c. If no agreement can be reached, H&H will be entitled to terminate its services and to be equitably compensated for the services already performed. H&H will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond H&H's reasonable control, and you will compensate H&H for any resulting increase in its costs.
- 13. Documents and Information.** All documents, data, calculations and work papers prepared or furnished by H&H are instruments of service and will remain H&H's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to H&H. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to H&H. Any technology, methodology or technical information learned or developed by H&H will remain its property. Provided H&H is not in default under this Agreement, H&H's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.
- 14. Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by H&H, you covenant and agree that all such electronic files are instruments of service of H&H, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by H&H and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of H&H will be at the user's sole risk and without any liability to H&H.
- 15. Confidentiality; Subpoenas.** Information about this Agreement and H&H's services and information you provide to H&H regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as H&H reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. H&H will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse H&H for responding to any



subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.

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

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

18. Limitation of Remedies.

- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by H&H under this Agreement.
- b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
- c. Any claim will be deemed waived unless received by H&H within one year of substantial completion of the services.
- d. H&H will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary, or multiple damages.
- e. H&H will not be liable to you or the Site owner for injuries or deaths suffered by H&H's or its subcontractors' employees.
- f. You will look solely to H&H for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any H&H principal, officer, employee or agent.

19. Disputes.

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

20. Miscellaneous.

- a. Illinois law shall govern this Agreement.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.
- d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to H&H under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in H&H's Proposal.



- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME Huff & Huff, Inc.
 PRIME/SUPPLEMENT Ciorba Group
 Prepared By JJR

DATE 05/05/20
 PTB-ITEM# 0

CONTRACT TERM 16 MONTHS
 START DATE 5/5/2020
 RAISE DATE 3/1/2021

OVERHEAD RATE 182.42%
 COMPLEXITY FACTOR 0
 % OF RAISE 3%

END DATE 9/4/2021

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	5/5/2020	3/1/2021	10	62.50%
1	3/2/2021	9/1/2021	6	38.63%

The total escalation = 1.13%

Exhibit A - Preliminary Engineering

Route: Wadsworth Road
 Local Agency: Beach Park
 (Municipality/Township/County)
 Section: Lake County Department of Transportation
 Project: _____
 Job No. _____

*Firm's approved rates on file with IDOT'S Bureau of Accounting and Auditing:	
Overhead Rate (OH)	<u>182.42</u> %
Complexity Factor ®	<u>0.00</u>
Calendar Days	<u>480</u>

Method of Compensation:

- Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
- Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
- Cost Plus Fixed Fee 3 14.5%[(2.3 + R)DL + IHDC]
- Specific Rate
- Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House direct costs (IHDC)	Profit	Total
Wetland Delineation	Varies See Attached	70.00	\$30.98	\$2,168.60	\$3,955.96	\$0.00	\$ 72.25	\$898.54	\$7,095.35
PESA	Varies See Attached	56.00	\$29.71	\$1,663.76	\$3,035.03	\$0.00	\$ 572.25	\$764.30	\$6,035.34
Project Management	Varies See Attached	4.00	\$47.77	\$191.08	\$348.57	\$0.00	\$ -	\$78.25	\$617.90
QA/QC	Varies See Attached	9.00	\$51.49	\$463.41	\$845.35	\$0.00	\$ -	\$189.77	\$1,498.53
TOTALS		139.00		\$4,486.85	\$8,184.91	\$0.00	\$644.50	\$1,930.86	\$15,247.12

AVERAGE HOURLY PROJECT RATES

FIRM Huff & Huff, Inc.
PTB-ITEM# 0
PRIME/SUPPLEMENT Ciorba Group

DATE 04/15/20

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Task 1: Wetland Delineatio			Task 2: PESA			Task 3: Project Managemet			Task 4: QAQC			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	0.0																	
Associate Principal II	70.00	0.0																	
Associate Principal I	63.22	2.0	1.44%	0.91									2	22.22%	14.05				
Senior Consultant	70.09	0.0																	
Senior Project Manager III	61.30	0.0																	
Senior Project Manager II	47.08	0.0																	
Senior Project Manager I	45.54	0.0																	
Senior Landscape Architect	53.23	0.0																	
Senior Planning PM	51.96	0.0																	
Senior Geologist PM	47.77	9.0	6.47%	3.09							4	100.00%	47.77	5	55.56%	26.54			
Senior Technical Specialist	46.57	20.0	14.39%	6.70	20	28.57%	13.31												
Senior Scientist PM II	49.04	2.0	1.44%	0.71										2	22.22%	10.90			
Senior Scientist PM I	46.05	0.0																	
Senior Technical Scientist	44.65	1.0	0.72%	0.32				1	1.79%	0.80									
Technical Graphics Technic	23.56	8.0	5.76%	1.36	4	5.71%	1.35	4	7.14%	1.68									
Scientist PM II	44.26	0.0																	
Engineer PM I	38.86	0.0																	
Assistant PM Engineer I	35.46	10.0	7.19%	2.55				10	17.86%	6.33									
Engineer I	32.18	20.0	14.39%	4.63				20	35.71%	11.49									
Assistant PM Scientist	31.80	0.0																	
Scientist E2	24.85	66.0	47.48%	11.80	46	65.71%	16.33	20	35.71%	8.88									
Administrative Managers	42.43	0.0																	
Senior Administrative Assist	29.81	1.0	0.72%	0.21				1	1.79%	0.53									
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TOTALS		139.0	100%	\$32.28	70.0	100.00%	\$30.98	56.0	100%	\$29.71	4.0	100%	\$47.77	9.0	100%	\$51.49	0.0	0%	\$0.00

HUFF & HUFF, INC.
SUMMARY OF INHOUSE DIRECT COSTS

Project: Wadsworth Road 3R

DIRECT

Task 1: Wetland Delineation and Reporting

Trips - Company	110 miles	x	1	x	\$ 0.575	=	\$	63.25
Tolls			10	x	\$ 0.90	=	\$	9.00
Task Total								\$ 72.25

Task 2: PESA

Trips - Company	110 miles	x	1	x	\$ 0.575	=	\$	63.25
Tolls			10	x	\$ 0.90	=	\$	9.00
Records Search			1	x	\$ 250.00	=	\$	250.00
<u>Database Maps + Add On</u>			1	x	\$ 250.00	=	\$	250.00
Task Total								\$ 572.25

Task 3: Project Management

Task Total \$ -

Task 4: QAQC

Task Total \$ -

GRAND TOTAL \$ **644.50**

PAYROLL RATES

FIRM NAME	Huff & Huff, Inc.	DATE	05/05/20
PRIME/SUPPLEMENT	0		
PTB-ITEM #	0		

ESCALATION FACTOR 1.13%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Senior Principal	\$70.00	\$70.00
Associate Principal II	\$70.00	\$70.00
Associate Principal I	\$64.56	\$65.29
Senior Consultant	\$70.00	\$70.00
Senior Project Manager III	\$60.73	\$61.41
Senior Project Manager II	\$48.25	\$48.79
Senior Project Manager I	\$46.90	\$47.43
Senior Landscape Architect	\$53.95	\$54.56
Senior Planning PM	\$54.90	\$55.52
Senior Geologist PM	\$49.21	\$49.76
Senior Technical Specialist	\$47.86	\$48.40
Senior Scientist PM II	\$49.75	\$50.31
Senior Technical Scientist	\$46.41	\$46.93
Technical Graphics Technician	\$24.03	\$24.30
Scientist PM II	\$45.08	\$45.59
Assistant PM Scientist	\$33.14	\$33.51
Engineer PM I	\$40.05	\$40.50
Assistant PM Engineer I	\$36.53	\$36.94
Engineer I	\$28.56	\$28.88
Scientist E1	\$27.26	\$27.57
Scientist E2	\$25.50	\$25.79
Administrative Managers	\$43.26	\$43.75
Senior Administrative Assistant	\$30.40	\$30.74

EXHIBIT D

SUBCONSULTANT SCOPE OF WORK AND FEE

D3 – KIMLEY-HORN

Phase I Scope of Services

Introduction

Wadsworth Road within the project limits is located along the north Right-of-Way of Waukegan National Airport. The anticipated roadway project will include geotechnical investigation, construction activities and improvements that may include traffic signals and roadway lighting. Based on the anticipated scope of the project and its proximity to the airport, a Federal Aviation Administration (FAA) permit and coordination with IDOT-Division of Aeronautics (IDA) will be necessary. The scope of FAA studies is dependent on:

- Data collection – Soil borings
- Proposed improvements – Piles, signals, and street lighting
- Location of improvements – Intersections, segments, and culverts

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this scope of services to Ciorba Group to prepare FAA permit and coordinate with IDOT-IDA for this project. The scope includes preparation of FAA Form 7460-1 submittal for following anticipated work:

- Geotechnical investigation

The Consultant will send a letter to the airport to provide information about the project, its limits and anticipated geotechnical tasks.

Meetings and Coordination

The Consultant team will coordinate with the airport to address any questions regarding the project and permitting. This task will also include coordination with the Ciorba Group to obtain project details to assist preparation of the FAA permit. One in person meeting is included in our scope.

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 permit development process, the Consultant will hold internal coordination meetings with all pertinent team members and coordinate with Ciorba Group.

The scope of services for Phase II will be prepared after the completion of Phase I for coordination for:

- Construction phase
- Proposed improvements

**PAYROLL ESCALATION TABLE
 FIXED RAISES**

FIRM NAME Kimley-Horn
 Prepared By Sagar Sonar

DATE 04/20/20

CONTRACT TERM 18 MONTHS
 START DATE 6/18/2020
 RAISE DATE 7/1/2020
 END DATE 12/17/2021

OVERHEAD RATE 194.06%
 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	7/1/2021	12	68.67%
2	7/2/2021	1/1/2022	6	35.36%

The total escalation = 4.03%

PAYROLL RATES

FIRM NAME Kimley-Horn **DATE** 04/20/20
PRIME/SUPPLEMENT Prime

ESCALATION FACTOR **4.03%**

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

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Regional Manager	\$67.28	\$69.99
Project Manager	\$67.28	\$69.99
Senior Project Engineer	\$61.00	\$63.46
Project Engineer	\$44.95	\$46.76
Design Engineer 1	\$36.78	\$38.26
Design Engineer 2	\$32.24	\$33.54
Senior Landscape Architect	\$56.73	\$59.02
Landscape Architect 1	\$38.46	\$40.01
Landscape Architect 2	\$32.45	\$33.76
CADD/Graphics	\$37.00	\$38.49
Clerical	\$28.08	\$29.21
Accountant	\$40.00	\$41.61

COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

Bureau of Design and Environment
Prepared By: Consultant

FIRM
PRIME/SUPPLEMENT

Kimley-Horn
Prime

COMPLEXITY FACTOR 0

DATE 04/20/20

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
	FAA permit	16	750	1,455		277		-	2,482	45.07%
	IDOT-IDA Coordination	8	363	705		134		-	1,202	21.83%
	Meetings and Coordination	6	327	635	45	121		-	1,128	20.48%
	Project Management	3	210	407		78		-	695	12.62%
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EXHIBIT D

SUBCONSULTANT SCOPE OF WORK AND FEE

D4 – RUBINO ENGINEERING, INC.

April 22, 2020

To: **Diana Decker, PE**
Vice President - Roadway
P 773.355.2952
C 224.383.4872

Re: Proposal - Geotechnical Exploration
Proposed Wadsworth Rd 3R
Green Bay Road to Sheridan Road
Section 19-00055-08-RS



8725 W. Higgins Road, Suite 600
Chicago, IL 60631
773.775.4009

Proposal No. Q20.118g

Via email: ddecker@ciorba.com

Dear Ms. Decker,

Rubino Engineering, Inc. (Rubino) is pleased to submit the following proposal to provide geotechnical engineering services for the above referenced project.

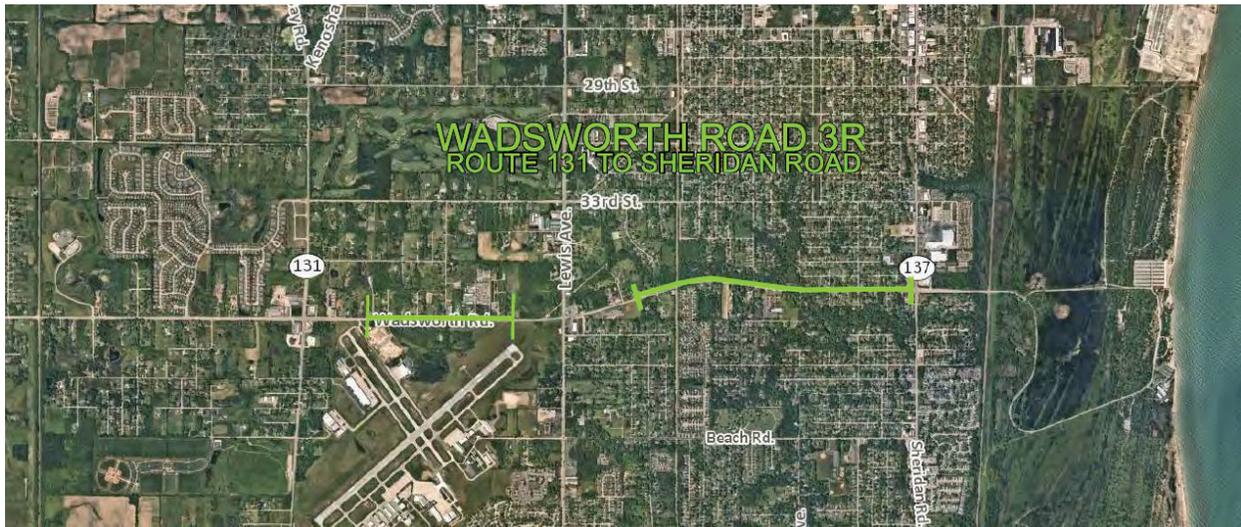
PROJECT UNDERSTANDING

Rubino understands that Ciorba Group is planning to design improvements to Wadsworth Road from just east of the Green Bay Road intersection to just west of the Sheridan Road intersection, excluding the intersection of Lewis Avenue. This is primarily a 3R resurfacing project but may include widening to include left turn lanes, pavement reconstruction, a retaining wall, and a box culvert extension.

- Resurfacing only – Green Bay Road to Lewis Avenue and Bernice Terrace to Gabriel Avenue.
- Widening and resurfacing – Gabriel Avenue to Sheridan Road (excluding North Avenue)
- Widening and reconstruction – North Avenue

Information received:

- RFP Email from Diana Decker of Ciorba Group on February 28, 2020.



Design Criteria received: none; however this proposal is based on the following:

- Retaining wall exposed heights not exceeding 20 feet (Per the Geo Manual, “For retaining walls with a maximum exposed height of 7 feet or less, the need for borings vary depending on the type, size, location, and function of the wall.”)
- Retaining Wall Length 700 feet along the north side and 275 feet along south side
- Borings on these minor wall structures shall be determined by the DGE.
- Culvert replacement resulting in no change in embankment elevation or configuration (no net increase in load to bearing soils)

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

SCOPE OF SERVICES

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

Site Access and Traffic Control

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the project site will be accessible to track-mounted Geoprobe 7822DT drilling equipment.

Traffic control will consist of cones, Approach signage, and flaggers. Rubino anticipates that the drill rig will require full lane closure.

Boring Depths

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

BORINGS	PAVEMENT CORES	DEPTH (FEET BEG*)	LOCATION
3	-	60	Proposed Retaining Wall Location (Boring spacing of 75 feet along the proposed wall length at the toe / roadway elevation for a max 20 ft exposed height wall)
13	-	10	Geotechnical Subgrade borings, either within existing roadway for reconstruction areas, or within proposed widening areas. Borings to be performed every 300 feet in alternating lanes (approximately length of 3,700 LF).
-	13	Core barrel depth (2 ft)	Pavement Cores to be performed within existing pavement every 300 feet in alternating lanes.

*BEG = below existing grade

Boring Locations

The actual boring locations have not yet been determined at this time. Rubino recommends that the borings be located and surveyed for elevation by others prior to drilling. If the borings cannot be surveyed, Rubino will locate the borings in the field by measuring distances from known, fixed site features.

SPT - Soil Sampling - IDOT

Soil sampling will include split-barrel samples (ASTM D 1586) or thin-walled tube samples on cohesive soils (ASTM D 1587) at 2 ½ - foot intervals to a depth of up to 30 feet and 5 - foot intervals thereafter.

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

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

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

Optional: Cone Penetrometer Testing (CPT) Description

The cone penetration test (CPT) is an in-situ sounding that pushes an electronic penetrometer into soil and records multiple measurements continuously with depth. Compared with rotary drilling and SPT, the CPT is rapid, cost-effective, reliable and repeatable (i.e. the influence of the equipment operator is minimized), produces continuous profiles, and generates little to no spoil. CPT results are available immediately in the field for assessment by the Geotechnical Engineer. CPT is performed in accordance with ASTM D5778 "*Standard Test Method for Electronic Friction Cone and Piezocone Penetration Testing of Soils*".

CPT cannot be performed in rock or cemented soils. The test also cannot be used in gravel and gravelly sand. Difficulties will likely be encountered in very stiff silty clay soils.

CPT data is most valuable in soft, loose, or organic soils where continuous data can help assign more precise strength values to soft soils, and to better understand where unsuitable layers begin and end. CPT piezocone obtains pore water pressure of soils insitu and the tip resistance and sleeve friction data can be correlated to classify soils, calculate strength, settlement, and permeability rates.

Rubino's Cone Penetrometer has the following technical specifications:

Max Tip Force:	10 Ton
Tip area:	10 cm ²
Tip range (lb):	22,000

Seismic type: Standard tri-axial geophone, true DC response
Seismic capacity: +/-2g

Optional: Cone Penetrometer Testing (CPT) Scope of Services

In order to obtain advanced geotechnical data ascertained from cone tip resistance, sleeve friction, and seismic soundings through the cone, Rubino proposes the following scope of services:

NUMBER OF CPT'S	DEPTH (FEET BEG)	NUMBER OF DISSIPATION TESTS	LOCATION
3	20 **	4	Proposed Retaining Wall Location

** Rubino will attempt to obtain CPT data as deep as possible, however based on previous geotechnical data, stiff to very stiff silty clay soils at depth will likely exceed the capacity of our cone.

Completion of Borings

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

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

Laboratory Testing

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

Laboratory testing will be performed in accordance with ASTM procedures and may include examination of selected samples to evaluate the soils' index properties and relative strength characteristics. Based on the proposed quantity of soil borings, anticipated depths, and project type, a list of the anticipated laboratory tests are summarized below.

LABORATORY TEST	ESTIMATE D QUANTITY	SAMPLE TYPE
Atterberg Limits	10	Split spoon, bulk, or Shelby Tube
Hydrometer	1	Split spoon, bulk, or Shelby Tube
Natural Moisture Content	95	Shelby Tube, Cohesive Samples

Organic Content	10	Split spoon, bulk, or Shelby Tube
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GEO REPORT – RGR / SGR

Upon completion of field and laboratory work, Rubino will prepare a roadway geotechnical report (RGR), and structural geotechnical reports (SGR's) as applicable to the project scope. The reports will be prepared in accordance with the IDOT Geotechnical Manual 2015. The reports will include the following:

- *Summary of client-provided project information and report basis*
- *Overview of encountered subsurface conditions*
- *Overview of field and laboratory tests performed including results*
- *Geotechnical reports as follows:*
 - *Roadway RGR*
 - *Pavement Core documentation*
 - *Subgrade Stability*
 - *Culvert SGR*
 - *Retaining Wall SGR*

An electronic copy of the report will be provided. The report will be addressed to Ciorba Group.

PROJECT SCHEDULE

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

Task	Number of Working Days
Utility clearance and rig mobilization	10
Field work including site layout and drilling	5 – 10
Laboratory Testing	15
Preparation of the Geotechnical Report	20

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

SPECIAL INSTRUCTIONS

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

FEES

Rubino proposes to charge the fee for performance of the outlined scope of services on a cost plus fixed fee basis. Based on the scope of services outlined above, the estimated fee will be \$39,455.

Please see the attached IDOT CECS forms BDE 3608 and BDE 436 for fee breakdown.

Scope Limitations

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

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

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

AUTHORIZATION

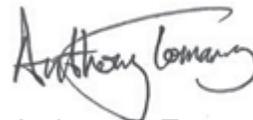
If this proposal is acceptable to you, Rubino will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. Rubino will proceed with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

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

Respectfully submitted,
RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE
President



Anthony T. Tomaras
Project Manager

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

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

PROPOSAL ACCEPTANCE:

AGREED TO, THIS _____ DAY OF _____, 202__.
BY (please print): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____

PROJECT INFORMATION:

1. Project Name: _____

2. Project Location: _____

3. Your Job No: _____ Purchase Order No.: _____

4. Project Manager: _____ Telephone No.: _____

5. Site Contact: _____ Telephone No.: _____

6. Number and Distribution of Reports:

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

Attn: _____ Attn: _____

Email: _____ Email: _____

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Attn: _____ Attn: _____

Email: _____ Email: _____

7. Invoicing Address: _____

Attn: _____

Email: _____

8. Other Pertinent Information Or Previous Subsurface Information Available:

FEE REMARKS

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

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME Rubino Engineering, Inc.
 PRIME/SUPPLEMENT Prime
 Prepared By Michelle Lipinski

DATE 04/22/20
 PTB-ITEM# 1

CONTRACT TERM 12 MONTHS
 START DATE 8/1/2020
 RAISE DATE 3/1/2021

OVERHEAD RATE 146.00%
 COMPLEXITY FACTOR 0.035
 % OF RAISE 3%

END DATE 7/31/2021

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	8/1/2020	3/1/2021	7	58.33%
1	3/2/2021	8/1/2021	5	42.92%

The total escalation = 1.25%

PAYROLL RATES

FIRM NAME Rubino Engineering, Inc. **DATE** 04/22/20
PRIME/SUPPLEMENT Prime
PTB-ITEM # 1

ESCALATION FACTOR **1.25%**

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

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Material Tester 1 & 2	\$38.90	\$39.39
Project Manager / Engineer	\$37.50	\$37.97
Staff Engineer	\$31.73	\$32.13
Administrative	\$20.01	\$20.26
Professional Engineer	\$38.50	\$38.98
Driller	\$56.00	\$56.70
Laboratory Tech	\$17.00	\$17.21
Principal	\$69.00	\$69.86

AVERAGE HOURLY PROJECT RATES

FIRM Rubino Engineering, Inc.
PTB-ITEM# 1
PRIME/SUPPLEMENT Prime

DATE 04/22/20

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Drilling, Lab, Report Prep											
		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
Material Tester 1 & 2	39.39	16.0	8.42%	3.32	16	8.42%	3.32									
Project Manager / Engineer	37.97	10.0	5.26%	2.00	10	5.26%	2.00									
Staff Engineer	32.13	60.0	31.58%	10.15	60	31.58%	10.15									
Administrative	20.26	4.0	2.11%	0.43	4	2.11%	0.43									
Professional Engineer	38.98	6.0	3.16%	1.23	6	3.16%	1.23									
Driller	56.70	80.0	42.11%	23.87	80	42.11%	23.87									
Laboratory Tech	17.21	6.0	3.16%	0.54	6	3.16%	0.54									
Principal	69.86	8.0	4.21%	2.94	8	4.21%	2.94									
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TOTALS		190.0	100%	\$44.48	190.0	100.00%	\$44.48	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

COMPANY NAME: Rubino Engineering, Inc

 PTB NUMBER: **Rubino proposal # Q20.118g REV1 / Wadsworth Rd**

 TODAY'S DATE: **4/22/2020**

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			\$0.00	\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00	\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day		4	\$65.00	\$260.00
Vehicle Rental	Actual cost (Up to \$55/day)			\$0.00	\$0.00
Tolls	Actual cost			\$0.00	\$0.00
Parking	Actual cost			\$0.00	\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00	\$0.00
Shift Differential	Actual cost (Based on firm's policy)			\$0.00	\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Project Specific Insurance	Actual cost			\$0.00	\$0.00
Monuments (Permanent)	Actual cost			\$0.00	\$0.00
Photo Processing	Actual cost			\$0.00	\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			\$0.00	\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0.00
CADD	Actual cost (Max \$15/hour)			\$0.00	\$0.00
Web Site	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Advertisements	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Recording Fees	Actual cost			\$0.00	\$0.00
Transcriptions (specific to project)	Actual cost			\$0.00	\$0.00
Courthouse Fees	Actual cost			\$0.00	\$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Testing of Soil Samples*	Actual cost			\$0.00	\$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)			\$0.00	\$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Atterberg Limits	In house direct cost		10	\$70.00	\$700.00
Hydrometer	In house direct cost		1	\$140.00	\$140.00
Natural Moisture Content	In house direct cost		95	\$7.00	\$665.00
Drill Rig Mobilization	In house direct cost		5	\$549.15	\$2,745.75
Organic Content	In house direct cost		10	\$23.33	\$233.30
Traffic Control - Work Zone Safety	Outside direct cost		5	\$2,100.00	\$10,500.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
TOTAL DIRECT COST					\$15,244.05

**If other allowable costs are needed and not listed, please add in the above spaces provided.*
LEGEND

W.O. = Work Order

J.S. = Job Specific

EXHIBIT D

SUBCONSULTANT SCOPE OF WORK AND FEE

D5 – SURVEYING AND MAPPING, LLC



SAM, LLC

886 Cambridge Drive, Elk Grove Village, IL 60007

Ofc 224.404.1300 Fax 847.264.8907

info@sam.biz www.sam.biz

Via Email: ddecker@ciorba.com

March 6, 2020

Diana Decker, PE

Vice President - Roadway

Ciorba Group

8725 W. Higgins Road, Suite 600

Chicago, Illinois 60631

**RE: LCDOT Wadsworth Road 3R Project
Lake County, Illinois
SAM, LLC Proposal No.: 10200054452**

Ms. Decker:

Surveying And Mapping, LLC (SAM) appreciates the opportunity to provide this scope of services and fee estimate for Subsurface Utility Engineering (SUE) services to assist Ciorba Group (Client) with the Wadsworth Road 3R Project located in Lake County, IL.

After reviewing this scope of work and fee, please do not hesitate to call us with any questions. Once again, thank you for the opportunity to propose on this project. We look forward to continuing our working relationship.

Respectfully,

Surveying And Mapping, LLC (SAM)

A handwritten signature in blue ink that reads 'Brandon Espinosa'.

Brandon W. Espinosa, PLS, Associate
Office Manager

CC: Israel Perez – PM

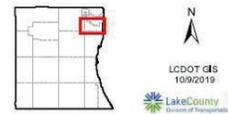
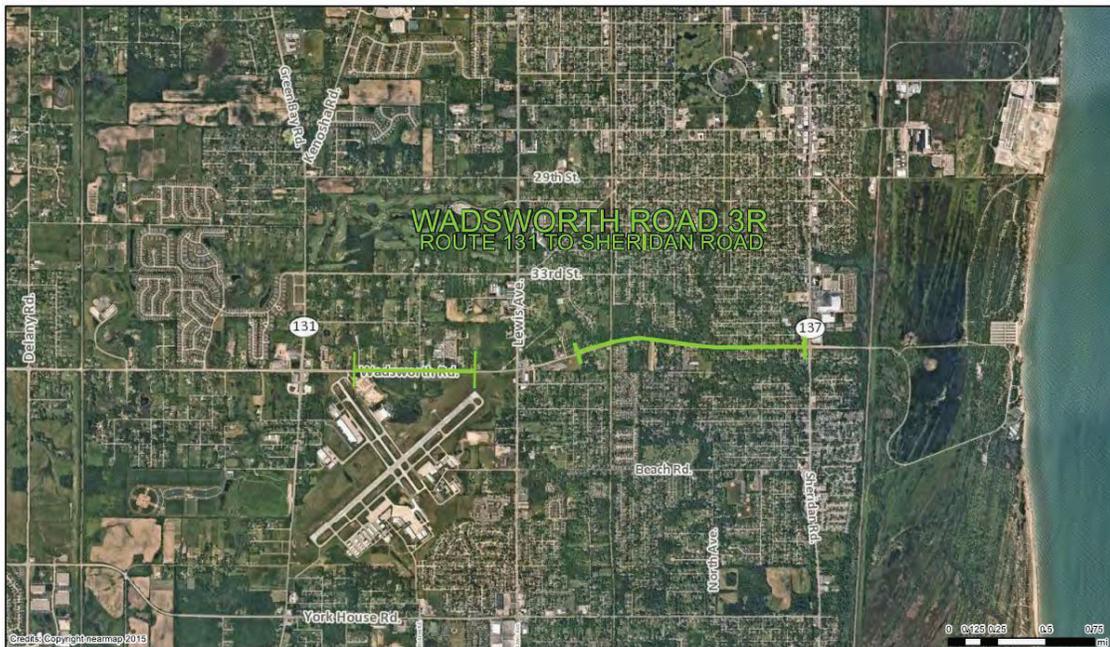


PROJECT OVERVIEW

The proposed SUE investigation for the Wadsworth 3R project in Lake County, IL as outlined in green on Exhibit A below. The project limits along Wadsworth Road are from just east of the Green Bay Road intersection to just west of the Sheridan Road intersection, excluding the intersection of Lewis Avenue (40' North and South of the centerline). The total length of both segments combined is approximately two (2) miles.

EXHIBIT A

WADSWORTH ROAD 3R - LOCATION MAP





ASSUMPTIONS

The following assumptions were made for the preparation of this Scope of Services. If these assumptions do not prove correct, a modification to the scope and budget for this project may be required.

- This proposal and fee is based on the assumption that SAM crews will be able to proceed unimpeded. Down time or additional mobilization or demobilization caused by restricted access, project changes, weather or other factors that are outside of SAM's control may be charged to Client.
- SAM will not perform any work outside of the scope of services herein without written authorization from Client.
- The budget estimate is to provide all services on a one time basis. Subsurface Utility Engineering services provided in connection with re-routes or requested revisions will require a revised scope and fee.
- This proposal assumes that all work areas are sufficiently cleared of vegetation (to a maximum height of 6") such that all areas are traversable on foot for the purpose of performing designating and sweeping. SAM reserves the right to seek additional compensation and/or time for work interruptions due to property clearing issues.
- SAM will utilize the following geophysical equipment on the project:
 - a. Radiodetection RD8100
 - b. Vivax-Metrotech VM-810
 - c. IDS Opera DUO
 - d. Tenable rodder
 - e. Sonde
- All equipment may not be used, as equipment is selected based upon geophysical application necessary to find a target utility.
- Normal traffic control, for Subsurface Utility Engineering services, is considered standard placement of traffic cones, freestanding warning signage and vehicle-mounted traffic directional sign. Traffic control requiring lane closures, traffic detouring, flagpersons, police, etc., is considered special traffic control. If special traffic control is to be provided by SAM, this service will be subcontracted to an approved subcontractor and billed to the Client at cost.
- Sanitary and Storm Drain systems and aerial connectivity will be excluded from this scope of services.
- Overhead utility investigation and mapping is excluded from this scope of services.
- The subsurface utility engineering service assumes that all project survey control required for performing this service is pre-existing. Establishing project survey control will be provided at a cost pre-approved by the Client.
- The accuracy of subsurface data can be influenced by factors beyond SAM's control such as conductivity of materials and their surroundings, soil moisture content, proximity of other underground utilities or structures, depth of utility, etc. Therefore, only the accuracy of data obtained by actual physical verification (through vacuum excavation or otherwise) can be guaranteed to applicable engineering and/or surveying standards.



- Paint markings placed on the ground by SAM are to be used for design purposes only and not for construction purposes. The use of QL-B information provided does not relieve any contractor or the Client from the duty to comply with applicable utility damage prevention laws and regulations, including, but not limited to, giving notification to utility owners or JULIE before excavation.
- SAM will not be responsible for any omission of utility information that is not obtainable via electromagnetic, radar, or acoustical designating services.
- Non-metallic piping, inactive electric, and/or communication lines may or may not be found by electromagnetic, radar, or acoustical designating practices. SAM does not warrant and/or guarantee that all existing utilities will be found.
- Client will provide SAM with record information and profile drawings of all the utilities within the project site the Client has already collected.
- All work will be performed during daytime hours.
- SAM will be notified, prior to mobilizing to the Project, of any special requirements for access and the performance of the work.
- SAM personnel will have unrestricted access to the work areas on a ten (10) hour per day basis for each day approved to perform work.
- May require weekend work.
- SAM will update the Client on all meeting notices and may request a representative from Client to attend to respond to questions that may be beyond the knowledge of the SAM.
- SAM estimates a maximum of 31,700 linear feet of subsurface utilities within the limits of utility investigation.

SCOPE OF SERVICES

SUBSURFACE UTILITY ENGINEERING (SUE)

SAM will provide all the following Subsurface Utility Engineering (SUE) services to the standard of care applicable in the Subsurface Utility Engineering profession. The services meet the standard guidelines of ASCE C-1 38-02 for “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.”

Quality Level D (QL-D) – Collect existing utility records information (as-builts) from utility providers, municipalities, counties, and other agency suppliers within the area of investigation. Review records for indications of additional available records, duplicate information, and a need for clarifications by utility owners. These utilities could include but are not limited to electrical, telephone, cable TV, fiber optic, gas, petroleum, water, wastewater, steam, and storm drain systems.

SAM will attempt to contact utility providers, counties and other agency suppliers identified through the utility easement information, JULIE, and via vehicle reconnaissance and inventory of utility marker posts along adjacent roadways. The sole purpose of this activity is to collect existing record information of utility systems that may have an impact on this project. Any utility that is found in the field, by use of designating geophysical equipment and is not evident on any collected record information, will be shown in the QL-B utility file as an “unknown” utility as required by ASCE CI 38-02.



Quality Level C (QL-C) – SAM survey crews will provide this service consisting of field surveying to obtain accurate horizontal position of visible utility surface appurtenances of existing subsurface utility systems located within the project limits. SAM management staff will determine when records and features do not agree and resolve discrepancies using professional judgement.

Quality Level B (QL-B) Designating (Horizontal Location of Utilities) – Designating is to indicate, by marking with paint and/or flags, the presence, and approximate horizontal location of subsurface utilities using a suite of geophysical methods including, without limitations, electromagnetic, sonic, acoustical, and radar techniques. SAM will provide the following designating services to aid the Client in the design of site, ROW, construction plans, or project development plans, or for other purposes as agreed to by the parties. SAM will:

- Provide all equipment, personnel, and supplies required for performing designating services. SAM shall determine which equipment, personnel, and supplies are required for designation.
- Designate the underground utilities, which may consist of but are not limited to water, gas, petroleum pipelines, telephone, fiber optics, cable TV, and electrical utilities within the project area previously described.
- Conduct appropriate investigation of site conditions.
- Mark the utilities on the ground using paint and/or flags.
- Analyze and correlate all of the field-collected information with the collected record information for ensuring continuity of the information collected. Resolve conflicts with Level D, C, and B information.
- The utilities will be marked at maximum 50 foot intervals and at all changes in direction.
- Water lines and other non toneable utilities may be able to be designated using ground penetrating radar and will be marked as Quality Level D in these areas. When the ground penetrating radar is not effective, these utilities will be marked as Quality Level D.
- Marking of hose bib lines, irrigation lines, and other such small non detectable utilities will not be included.
- The designated utilities will be surveyed and included in the deliverable drawings depicting type, owner, and any other attributes ascertainable during the investigation.

The degree of success of a GPR investigation is based entirely on the composition of the soils and the depth and scale of subsurface targets. Electrically resistive soils, such as quartz sands, typically allow for the study of phenomena to depths greater than 15 feet. However, electrically conductive soils, such as clay, moist silt or saline soils, typically preclude the investigation of targets deeper than 3-6 feet. A determination of a maximum attainable depth of investigation requires on-site calibration of the GPR equipment. Subsequently, due to the unknown susceptibility of specific site soils to the passage of radar energy, conclusive results cannot be guaranteed from ground penetrating radar.



DELIVERABLES

A digital MicroStation file, compliant with IDOT standards, depicting the utilities within the area of investigation at their achieved quality levels will be provided. The file will clearly identify all utilities discovered from QL-D and QL- C investigation that could not be designated in the field as QL-B. These utility lines will have a unique line style and symbology in the deliverables. The utilities will be referenced by the type of utility, color coded to American Public Works Association standards, utility company or agency name, address, telephone number and contact person. A signed and sealed plan view drawing will also be provided based upon the utility results outlined above. All electronic project files used, and/or modified by SAM, scanned utility records collected, and utility contact information will be provided for this project.

PRELIMINARY SCHEDULE

SAM will make every effort to meet the client’s schedule for this project, pending weather SAM will submit the Quality Level B-D deliverables within 30 days of receipt of our executed agreement and NTP. The areas of investigation and associated deliverables may be phased to meet the needs of Client and progressive deliverables may be produced.

FEE SCHEDULE

SAM will provide these professional services on a **lump sum** basis. We estimate the cost of the scope of work defined above to be:

SUE QL-B **\$ 48,860.00**