



E-mail Print With Instructions Reset Form

Agreement For

MFT PE

Agreement Type

Original

Using Federal Funds? ☐ Yes ☒ No

LOCAL PUBLIC AGENCY

Local Public Agency

Lake County Division of Transportation

County

Lake

Section Number

22-00095-20-CH

Job Number

Project Number

Contact Name

Julian Rozwadowski

Phone Number

(847) 377-7506

Email

jrozwadowski@lakecountyil.gov

SECTION PROVISIONS

Local Street/Road Name

Hunt Club Road

Key Route

4-2661

Length

0.5 mil

Structure Number

N/A

Location Termini

Bridle Trail Rd to 800' N of Stearns School Rd

Add Location

Remove Location

Project Description

This project will include the Phase II Design Engineering and contract packaging for the intersection improvements of the two-lane minor arterial roadways at Hunt Club Road and Stearns School Road.

Engineering Funding

☐ MFT/TBP ☐ State ☒ Other

Sales Tax

Anticipated Construction Funding

☐ Federal ☐ MFT/TBP ☐ State ☒ Other

Sales Tax

AGREEMENT FOR

☐ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name

Alfred Benesch & Company

Contact Name

Sylvan Popovici

Phone Number

(312) 819-8238

Email

spopovici@benesch.com

Address

35 W. Wacker Drive, Suite 3300

City

Chicago

State

IL

Zip Code

60601

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA 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.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer  
Transportation

Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of

Resident Construction Supervisor  
In Responsible Charge

Authorized representative of the LPA in immediate charge of the engineering details of the

construction PROJECT  
Contractor

A full time LPA employee authorized to administer inherently governmental PROJECT activities  
Company or Companies to which the construction contract was awarded

## AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514 )
- ☒ EXHIBIT E : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- ☒ EXHIBIT F: Sub-Consultant Services
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_

### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
  - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
  - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
  - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

### II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
  - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

(1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.

(2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Percent

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = ( 0.33 + R ) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

### III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highway Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

3. This AGREEMENT may be terminated by the LPA 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 LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER for expenses incurred as a result of the

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

11. For Preliminary Engineering Contracts:

(a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.

(b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

#### AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Alfred Benesch & Company	36-2407363	\$1,706,307.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Bravo Company Engineering	82-2099477	\$68,080.00
Huff & Huff, Inc. (GZA)	36-3044842	\$85,585.00
Rubino Engineering, Inc.	80-0450719	\$18,776.00
Mathewson Right of Way Co.	85-4092178	\$218,750.00
Subconsultant Total		\$391,191.00
Prime Consultant Total		\$1,706,307.00
Total for all work		\$2,097,498.00



# AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The 

Local Public Agency Type	Local Public Agency
County	Lake County Division of Transportation

 of

By (Signature & Date)

 12/12/24

Local Public Agency  
Lake County Division of Transportation  
Local Public Agency Type  
County  
Clerk

By (Signature & Date)

 12/11/2024

Title  
Chair, Lake County Board

(SEAL)

RECOMMENDED FOR EXECUTION

 12/11/2024  
Shane Schneider, P.E.  
Director of Transportation/County Engineer

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name  
Alfred Benesch & Company

By (Signature & Date)

 10-17-24

Title  
Vice President

By (Signature & Date)

 10/17/24

Title  
Senior Vice President

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake County Division of Transportation	Alfred Benesch & Company	Lake	22-00095-20-CH

**EXHIBIT A**  
**SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

(Please see attached)
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Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake County Division of Transportation	Alfred Benesch & Company	Lake	22-00095-20-CH

**EXHIBIT B  
PROJECT SCHEDULE**

(Please see attached)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake County Division of Transportation	Alfred Benesch & Company	Lake	22-00095-20-CH

**Exhibit C**  
**Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

**Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.**

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>

Project Criteria

Weighting

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
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Selection committee (titles) for this project

Top three consultants ranked for this project in order

1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input type="checkbox"/>

## **SCOPE OF SERVICES**

### **PHASE II ENGINEERING FOR HUNT CLUB RD AT STEARNS SCHOOL RD INTERSECTION IMPROVEMENT**

#### **LCDOT SECTION No. 22-00095-20-CH**

##### **INTRODUCTION**

This scope of work is presented to the Lake County Division of Transportation for the design engineering (Phase II) for the intersection improvements of the two-lane minor arterial roadways of Hunt Club Road at Stearns School Road. The intersection of Hunt Club Road and Stearns School Road is a signalized intersection located in Lake County, IL. The proposed design work will meet the requirements of the Lake County Division of Transportation for the creation of Plans, Specifications, and Estimates required for the improvements. These specific tasks are further detailed in the developed scope of services listed below.

##### **PROJECT TEAM**

Alfred Benesch & Company (Benesch) will serve as the prime consultant for the project and will be responsible for completing the required services. Benesch will be responsible for the management of all subconsultants which include the following:

##### **Sub-Consultant Firm**

Huff & Huff, Inc.  
Rubino Engineering  
Bravo Company Engineering  
Mathewson Right of Way Co.

##### **Responsibility**

Environmental Services  
Geotechnical Services  
SUE / Utilities Survey  
Right-of-Way Services

##### **PROJECT DESIGN LIMITS**

##### Intersection Improvement Project Limits:

The intersection improvements will include reconstruction of Hunt Club Road from Bridle Trail Road to 800' north of the intersection and Stearns School Road from 800' west of the intersection to N Creek Drive. The project will include resurfacing Hunt Club Road from Bridle Trail to Westbrook Lane. Additional improvements will include: the shared-use path which will extend to Westbrook on the east of the Hunt Club roadway; intersection improvements to the west leg of Bridle Trail Road; the extension of the bike path on the east Hunt Club Road from Westbrook Lane through IL Route 132 to Dada Drive. The roadway improvement limits are shown below.

## SCOPE OF SERVICES

### HUNT CLUB RD AT STEARNS SCHOOL RD INTERSECTION IMPROVEMENT



Roadway Improvement Limits



Multi-Use Path Limits

## GENERAL SCOPE OF SERVICES

The scope of the Phase II design engineering is divided into the following tasks which are described in further detail in the following pages:

1. Data Review
2. Project Coordination and Meetings
3. Design Survey
4. Utility Coordination Meetings and Utility Permits Review
5. Path Extension Phase I Services
6. Corridor Modeling
7. Design Plans and Contract Documents
8. Right-Of-Way Services (*Mathewson Right of Way Co.*)
9. Geotechnical Services (*Rubino Engineering*)
10. Environmental Services (*Huff and Huff*)
11. Public Involvement
12. Specifications
13. Estimate of Cost and Estimate of Time
14. Milestone Submittal Packaging
15. Phase III Coordination
16. Project Management and Administration
17. Quality Assurance / Quality Control (QA/QC) and project documentation



### **DETAILED WORK TASK DESCRIPTIONS**

This section provides a detailed description for each of the major work tasks identified above. The tasks described below may take place at different times throughout the project or occur in parallel throughout the project.

#### **1. Data Review**

Benesch will review the Phase I files and perform the following tasks:

- Update Phase I files to the current IDOT Standards.
- The Design Criteria included in the Phase I Report will be reviewed and a comprehensive Design Criteria will be established for the Phase II Design.

Benesch will perform a design verification which will include the following items:

- A geometric review will be performed of the Phase I Geometry.
- The Location Drainage Study and Hydraulic Reports will be reviewed.
- The Traffic Management Plan will be reviewed.
- CADD standards will be reviewed with the current IDOT workspace.

Benesch will perform a Phase II field review of the project site, roadways, drainage, and utilities.

#### **2. Project Coordination and Meetings**

This task includes design coordination with the various agencies impacted by the preferred alternative as established by the Alternatives Analysis and Geometric Studies.

The following meetings will be held throughout the course of the project:

- Phase II Kick-off meeting with Lake County Division of Transportation - In person (1 meeting x 4 hrs x 3 people, agenda, and meeting minutes)
- LCDOT Design review/coordination meetings - Virtual (bi-weekly x 12 months; 1 meeting x 1 hr x 2 people and meeting minutes)
- Coordination meetings with the Village of Gurnee - In person (4 meetings x 4 hrs x 3 people and meeting minutes)
- Coordination meetings with the Warren Township- In person (4 meetings x 4 hrs x 3 people and meeting minutes)
- Coordination meetings with the Gurnee Mills - In person (2 meetings x 4 hrs x 3 people and meeting minutes)

Additional services in this task include preparation of meeting agendas and exhibits/materials, preparation and distribution of meeting minutes, submittal of project design documents and reports for agency review, and follow-up correspondence.

Agency Coordination Deliverables:

- ✓ Meeting agenda packets and minutes
- ✓ Records of conversation (ROC) and e-mails of all coordination activities with the County and various agencies



### 3. Design Survey (Benesch)

The project will conduct an as needed topographic survey utilizing traditional ground survey in accordance with the LCDOT Design Survey Procedures dated 02/22/2021. This additional topographic information will be gathered to supplement the topographic data collected in Phase I and to develop a suitable digital terrain model (DTM) for the project. Specific areas of survey are as follows:

- 2,500' along Hunt Club Road and 3,500' along Stearns School Road as defined in the intersection improvements project limits and up to 25' outside of the existing ROW.
- Topographic survey of the sidewalk improvement limits south to Dada Drive. Survey will include both east and west side of Hunt Club to account for the alternative analysis on path widening and placement.

#### *Topographic Survey Details*

The hardscapes and features previously collected by drone means will be maintained while the ditches and ground information will be collected for incorporation into the Phase II DTM. Also included in Phase II topography will be areas where tree cover adversely affected the model created by the drone data as well as a 150' expansion of the Phase I engineering scope on the east end of the project. The control requirements will also need to be expanded to the east to account for this extension of scope and to the south to Dada Drive account for the pedestrian improvements. It is further assumed that there may be an expansion of ground data required to the north side of the intersection of Hunt Club Road and Stearns School Road due to the preferred proposed geometry of the roundabout.

The field data to be collected will entail:

- Northing, Easting, Elevation data using GPS derived Illinois East State Plane coordinates, NAD 83, NAVD88, grid, survey foot.
- The general topography within survey limits will include an approximate 100' sections of the ground and/or break line shots. Definable break lines, such as top of slopes, toe of slopes, etc. will be detailed utilizing robotic total stations or GPS rovers.
- The merging of data collected in Phase I and Phase II in CAD and to create an updated DTM for the project.

Survey Deliverables:

- ✓ Electronic Survey
- ✓ Copies of Field Books
- ✓ 3D Model uploaded to NIRA

### 4. Utility Coordination (Benesch and Bravo Company Engineering)

Bravo Company will lead utility data collection, investigation, and coordination with the utility companies as detailed further in their attached scope. Benesch will provide coordination support and generate a utility conflicts summary table to deliver to LCDOT and contractor.

- Coordination meetings with the Electric, Gas and Internet/Fiber Utility Companies - Virtual (2 meetings x 4 hrs x 2 people and meeting minutes per utility).
- Coordination with utility companies and their designers to establish longitudinal relocation corridors.
- Provide utility companies and their designers with CADD and 3D files.
- Prepare the specification STATUS OF UTILITIES for Preliminary/Pre-Final/Final contract submittals.

*See attached Bravo Company Engineering scope narrative for description of SUE Study*

## SCOPE OF SERVICES

### HUNT CLUB RD AT STEARNS SCHOOL RD INTERSECTION IMPROVEMENT

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#### Utility Coordination Deliverables:

- ✓ Documentation of utility coordination process
- ✓ Phase II Final SUE Study

#### 5. Path Extension Phase I Services

Benesch will perform the Phase I services required to connect the shared use path from Westbrook Lane, where the previous Phase I project limits ended, south to Dada Drive, and connect to the existing shared use path network at Dada Drive. The included tasks that are expected to be required to obtain Phase I approval and allow the Phase II design to progress include the following:

- Data Collection
  - Benesch will gather, compile, organize and review the following items:
    - As-built roadway and utility plans
    - Previous inspection reports for roadway and drainage systems (if available)
    - Digital aerial photography, parcel information and GIS layers (Lake County GIS)
    - Future development plans and comprehensive plans
    - Existing ROW information, including known utility easements
    - FEMA Floodplain and floodway mapping
  - Benesch will perform field reviews of the project site, roadways, drainage, utilities, and traffic patterns for the study area. Any additional data obtained by subconsultants will be reviewed by Benesch prior to presenting to the County.
- Alternatives Analysis
  - Benesch will perform an alternatives analysis evaluation of up to 3 alternative layouts, starting with the initial evaluation performed north of Grand Avenue as part of the previous Phase I contract, that will connect the shared-use path from Westbrook Lane to Dada Drive. 50 scale exhibits and typical sections will be developed to convey the alternative designs to LCDOT and assist with the alternatives selection process.
  - The identified alternatives will be evaluated using Benesch's PACE methodology and coordinated with LCDOT for the selection of the preferred alternative. The preferred alternative and evaluation process will be documented in a path extension alternatives memo.
  - 30% design dgn base files will be developed for the preferred alternative.
  - A 3D model will be utilized to identify side slope and grading impacts along with associated right-of-way impacts.
- Environmental Studies
  - It is anticipated that this project will be processed using local funds only. An ESR will be submitted through IDOT for the portion of the project across Grand Avenue on IDOT ROW, and the remainder of the project will be processed locally through LCDOT. This work effort will consist of preparation of an aerial base photo with existing right-of-way and areas for screening (conservative estimate of future right-of-way/easements) identified. It will also include submittal of general ground level photos and individual photos of all structures over 50 years old. Benesch will prepare a photo log of structures/properties along the proposed project that are potentially significant from an historical standpoint. The ESRF and support documents will be submitted electronically to LCDOT for processing. This task will also include incidental coordination with IDOT related to the ESR submittal and review.
  - Benesch will coordinate with Huff and Huff to obtain PESA, tree survey, and wetlands delineation. This information will be included in an addendum to the environmental report previously developed as part of the Phase I project.

## SCOPE OF SERVICES

### HUNT CLUB RD AT STEARNS SCHOOL RD INTERSECTION IMPROVEMENT

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- **Public Involvement**
  - Up to 6 one-on-one or small group meetings will be held with the project stakeholders and impacted property owners specific to the path extension work. It is anticipated that an initial round of stakeholder meetings will be held prior to selection of the preferred alternative.
  - Property owner letters will be drafted and sent via certified mail for any owners who are expected to have ROW impacts to their property. ROW impacts exhibits will be developed and included with the letters.
- **Project Development Report**
  - A Project Report Addendum will be drafted and finalized to supplement the Project Report completed as part of the Phase I contract. This report addendum will be in memo format and not include the IDOT BLR22211 or BLR22210 forms. The addendum will include the key information, reports, memos, and approvals required for Phase I design approval by LCDOT for the path extension. The addendum will also include a planning level cost estimate for the proposed improvements.
- **Path-specific Agency Coordination and Meetings**
  - This task includes design coordination with the various agencies impacted by the preferred alternative as established by the Alternatives Analysis and Geometric Studies and are expected to include:
    - Design review/coordination meetings with Lake County – 1 meeting per month (virtual)
    - Alternatives selection meeting with Lake County – 1 meeting (virtual)
    - Environmental permitting meetings to establish design requirements with Lake County Stormwater Management – 1 meeting (virtual)
    - Coordination meetings with IDOT – 2 meetings (virtual)

#### Path Extension Phase I Deliverables:

- ✓ Path Extension Alternatives Memo
- ✓ Property Owner Letters with ROW Impacts Exhibits
- ✓ ESR through IDOT
- ✓ Environmental Impacts Memo Addendum
- ✓ Project Report Addendum
- ✓ Various Coordination Meetings and Materials

## 6. Corridor Modeling

Benesch will prepare existing and proposed 3D models using Bentley's Open Roads Designer software. Roadway models will be separated depending on their adjacency to other roadways, grading, medians, detention ponds, ditches, or other proposed elements. Modification to the template library will also be required. The modeling scope will include:

- Existing Alignments and Ground Profiles
- Existing Pavement and Topsoil Surfaces
- Existing Complex Terrain
- Proposed Alignments and Profiles
- Proposed Roadway Pavement Model
- Proposed Curb/Shoulder Model
- Proposed Shared Use Path Model
- Proposed Curb to ROW Model
- Proposed Retention Pond Model
- Retention Pond 1 through 6
- Proposed Equestrian Center Entrance Model/Details
- Dual-Lane Roundabout Model/Details

## SCOPE OF SERVICES

### HUNT CLUB RD AT STEARNS SCHOOL RD INTERSECTION IMPROVEMENT

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- Proposed Minor Road and Driveway Model/Details
- Proposed Project Specific Template Library
- Construction Staging Modeling (2 Stages)

The models will be combined to create complex existing and proposed terrains which will be utilized for earthwork management calculations and the plan cross-sections. Cross Sections will be prepared according to the following:

- Horizontal scale: 1"=10', Vertical scale: 1"=5' (with 1/10 grid)
- Cross Sections will be provided every 50' along the length of the project including all driveways, major drainage crossings, and side roads as necessary
- Existing/proposed right of way and temporary easements will be shown.
- Profile Grade Line, edge of pavement and ditch elevations will be labeled.
- Existing/proposed topsoil will be shown.
- Cut and fill areas will be labeled on each roadway cross section
- Locations of unsuitable materials to be removed will be indicated
- The proposed drainage system and existing utility lines will be shown on the cross sections. Note that skewed drainage pipes to the roadway alignment will appear as a true representation along the cross section where individual modifications for presentation will not be provided.

Hours to prepare Cross Sections will include earthwork quantity calculations.

Corridor Deliverables:

- ✓ Plan Cross-sections

## 7. Design Plans and Contract Documents

Contract documents comprise of the Plans, Specifications, and Estimates, plats and legals, and will be prepared in accordance with the applicable guidelines from LCDOT, the IDOT Bureau of Design and Environment and Bureau of Local Roads and Streets manuals. Sheet creation will utilize the IDOT workspace. Specific plan sheets are detailed below:

### Cover Sheet

- The standard Title Sheet will be utilized supplemented by LCDOT requirements.

### General Notes, Index of Sheets, State Standards, and Project Commitments

- LCDOT's list of general notes will be utilized.
- Project specific notes will be added, as necessary.
- An index of sheets will be included.
- Project and utility points of contact
- A list of current LCDOT and IDOT standards pertinent to the subject project will be included.
- A list of commitments from the Phase I Project Report will be reviewed and will be coordinated with LCDOT for inclusion in the plans.

### Summary of Quantities

- Hours for preparing the Summary of Quantity sheets will consist of formatting the summary of quantity tables and inputting the required information.
- Pay items shall be shown on the Summary of Quantity sheets along with columns denoting contingencies, specialty items, special provisions, schedule number and sheet (as necessary).

## SCOPE OF SERVICES

### HUNT CLUB RD AT STEARNS SCHOOL RD INTERSECTION IMPROVEMENT

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- The work effort to calculate the quantities will be included in the hours for the preparation of the respective disciplines on which the items appear.

#### Schedules of Quantities

- Pay items will be shown in a tabular format except for lump sum, contingency items, or other items selected by LCDOT.
- Schedules will be prepared for major roadway items which are repeated on multiple plan sheets and will be shown in a tabular format in the Schedule of Quantities.
- Hours for preparing Schedule of Quantities sheets consist of formatting the schedules and inputting the required information.
- Hours for calculating the quantities will be included in the hours for the preparation of the respective disciplines on which the items appear.

#### Typical Sections

- Existing and proposed Typical Sections will be shown on separate plan sheets.
- A legend will be provided on all sheets. Pay items will be called out as they appear on the Summary of Quantity sheets excluding the pay item number.
- An exact scale is not required for the typical sections. The typical sections will be proportioned in such a manner that all information will be adequately conveyed.
- Changes in any existing typical sections will be accounted for through the entire length of the proposed improvement and shall be depicted accordingly based on the various pavement structures.
- Proposed Typical Sections will cover the entire length of the proposed improvement and will be provided to show the following conditions: superelevation, changes to the pavement structure, changes to pavement width, number of lanes, cross section changes, critical points, and side slope variations.
- Pavement design will be completed using IDOT methodology, including the life cycle cost analysis, for a PCC and an HMA option. LCDOT will select pavement for final design.
- A bituminous mixture chart with QC/QA schedule for bituminous materials will be included with the Schedules of Quantities.

#### Alignment, Ties and Benchmark

- The alignment and ties will consist of one sheet at 1" = 200'.
- Schematic drawings for the reference ties and benchmarks will be shown together on a separate sheet.
- Curve data and the survey marker schedule will be shown in a tabulated format together with the alignments

#### Base Sheet Cutting

- Sheets will be cut for Roadway Removal Plans, Proposed Plans, Proposed Profiles, Proposed Drainage and Utility, Pavement Marking and Signing plans, Erosion and Sediment Control Plans, and Landscaping Plans.
- Sheet production will include a separate plan sheet and profile sheet (when necessary) with a single-window view:
  - Vertical curve data will be shown on the plans.
  - Horizontal scale: 1"=40', Vertical scale: 1"=5'



#### Maintenance of Traffic

Benesch will be responsible for the preparation of the Maintenance of Traffic (MOT) sheets, details, quantity estimates and special provisions. Based on the Phase I Traffic Management Plan (TMP), detours will be implemented for construction of the dual-lane roundabout while maintaining access to all properties within the construction limits. The scope of work for the MOT concept is as follows:

- Benesch will prepare an MOT Concept Study. The concept plan will be in accordance with the Phase I TMP to the extent feasible. LCDOT must approve the MOT Concept prior to development of MOT plan sheets.
- Benesch will attend and present the approved MOT Concept Study Detour at IDOT Detour Committee meeting for final approval. Benesch will provide meeting minutes to LCDOT and IDOT.
- Benesch will determine the measures required to maintain drainage during the MOT stages of construction and coordinate with the drainage and erosion control design team.
- Temporary lighting is included to account for logistical delays in the delivery of the final lighting equipment.

The detailed plan preparation of the MOT Sheets is as follows:

- Plans shall denote that access to all properties and businesses must be maintained during construction.
- A schedule of quantities for MOT items will be provided on a separate sheet and will be included with the MOT plans. The schedule will summarize the quantity of each pay item required during each stage of construction.
- 1"=40' scale will be utilized on all plan sheets.
- There are up to two primary stages of construction to be reviewed as described in the Phase I TMP.
- Separate plans depicting one MOT Sub-Stage per stage will be provided.
- A separate sheet for staging notes, general notes and the legend will be included.
- Separate sheets describing the suggested MOT sequencing and typical sections for each of the construction stages and all sub-stages will be included.
- Construction signing will be depicted on the MOT plans in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).
- Benesch will insert LCDOT and IDOT special provisions pertaining to MOT and author any additional required special provisions.
- LCDOT and District 1 standard details pertaining to MOT will be obtained and incorporated into the plan set.
- The plan sheets will show pavement marking, traffic control devices, traffic flow arrows, and areas of construction activity. Typical sections will be prepared to show lane configurations on all roadways relative to construction activities.

The MOT Plan Sheets will be prepared as follows:

- MAINTENANCE OF TRAFFIC NOTES AND SEQUENCE OF CONSTRUCTION
- MOT TYPICAL SECTIONS
- MOT PLAN SHEETS (2 Stages and substages for local access)
- MOT DETOUR (2 Detour plans, one for each roadway during construction)
- MOT DETAILS

## SCOPE OF SERVICES

### HUNT CLUB RD AT STEARNS SCHOOL RD INTERSECTION IMPROVEMENT

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#### Roadway Design

##### Removal Plans

- Benesch will create a removal plan base file.
- The removal plans will be prepared as separate sheets at 1" = 40' Scale using the limits of the Phase I proposed roadway plan and profile sheets.
- Roadway removal items (including tree removal) will be shown on the Removal sheets.

##### Roadway Plans

- Benesch will utilize Phase I roadway geometry to develop plan base file.
- Benesch will perform and compile quantity calculations.
- Benesch will perform clear zone and barrier warrant analyses which includes the guardrail length of need calculations.
- Sheet production will include a separate plan sheet and profile sheet with a single-window view as defined in base file sheet cuts along with:
  - Existing and proposed right-of-way will be shown.
  - Utility lines will not be shown.
  - Topography will be shown as toned down (grayed out)

#### Design Details

##### Roundabout and Intersection Details/Elevations/Geometrics

- Intersection details will be included for roundabout layout, jointing, baselines and profiles
- 1" = 20' Scale will be used for the intersection details.
- The approved Phase I geometry will be followed for the intersection geometry with the changes from the post Phase I comments that will be addressed as previously mentioned.

##### Driveway Design and Details

- Driveway design will be included for the proposed driveways and modified driveways within the project limits.
- 1" = 10' Scale will be used for the driveway details.
- Driveways will also be shown on the cross sections cut at the centerline of the driveway along the main line road stationing. Hours for driveway cross sections have been included within the cross-section scoping section.

##### ADA Ramp Design and Details

- ADA Ramps will be designed at depressed curb street crossings as well as sidewalk and Share-Use Path crossings with driveways.
- ADA ramp details including Detectable Warnings for Sidewalk and Shared-Use Path will be shown on 1"=5' drawings.
- ADA ramps within the median roundabouts will be shown as a single detailed item.
- RRFB Flashers at the roundabout crossings are included in the design scope of services.

## SCOPE OF SERVICES

### HUNT CLUB RD AT STEARNS SCHOOL RD INTERSECTION IMPROVEMENT

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#### Drainage and Utility Designs

This task involves the development of the drainage plans following the drainage concept as developed in the Phase I Location Drainage Study (LDS). Benesch will review the LDS and verify the adequacy of the drainage design. This task also includes the coordination with LCDOT and the Lake County SMC.

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

- Inlet Spacing
- Storm Sewer Design
- Ditch Analysis
- Culvert Analysis
- Detention volume, grading and detailing
- Restrictor calculations and details
- Permitting
- Drainage and Utility quantity calculations

Drawings for the drainage plans are as follows:

- A drainage schedule with drainage pay items from the quantity take-offs will be generated and included within the the drainage plans.
- The Roadway Plan and Profile base sheets will be utilized as the basis of the drainage sheets.
- Drainage and Utility sheets will depict and annotate the proposed drainage system in the proposed plan view and profile view.
- Utility lines and structures will be shown in the plan view. Any utility crossings will be shown in the Profile.
- Existing overhead utility lines will be shown and marked aerial on the topo and drainage plan.
- The proposed utility lines will be shown in the plan view.
- Callouts for drainage structures and storm sewers will be shown on the plan and profile sheets. Detailed information will be in the drainage schedules.
- Temporary Drainage Plans: Select plan view pages will be provided when needed to help facilitate any MOT requirements.
- Separate drainage removal sheets will not be included.
- Drainage removal/adjustment items will be included in the Roadway Removal plan
- Drainage detail sheets will be provided for the outlet structures and additional drainage/utility information.
- Revise EDP, PDP, and Abbreviated LDS for extension of path.

#### Pavement Marking and Signing

The design development for the pavement marking and signing consists of:

- Proposed pavement marking layout that conforms to LCDOT, IDOT District 1 standards and the MUTCD
- Existing signing inventory
- Proposed sign layout that conforms to LCDOT, IDOT District 1 standards and the MUTCD
- It is anticipated all existing sign panels will be replaced with new sign panels if in conflict with improvements
- Signing plans will be coordinated with the signing removal to indicate the staged implementation of the signing.
- Rectangular Rapid Flashing Beacons at crosswalks through each leg of the Roundabout leg will be shown.

## SCOPE OF SERVICES

### HUNT CLUB RD AT STEARNS SCHOOL RD INTERSECTION IMPROVEMENT

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- Detail Sheets depicting the sign layout will be developed using Sign CADD software. Design of sign panels for the following:
  - Four overhead/cantilever signs at roundabout approaches
- Pavement marking quantities and specifications are included.
- Signing quantities and specifications are included.

The plan development for the signing and pavement marking includes the following:

- Scale 1" = 40' showing both pavement marking and signing on single set of plans
- Pavement marking shall be detailed and called out on the plans.
- Signage will also be detailed.
- A legend will be shown on the pavement marking and signing plan sheets.
- A Signing Removal Schedule will be included.
- A Signing Relocation Schedule will be included.
- A Proposed Signing Schedule will be included.
- A combined Pavement Markings / Signing General Notes and Legend plan sheet will be included.
- Sign Panel Details Plan View and Elevation View will be included.
  - It is assumed that 8 overhead sign panel details will be required

#### Cantilever Sign Structures

It is anticipated that there will be four aluminum overhead cantilever sign structures, one at each of the approaches to the roundabout. The following tasks are included in the scope of work:

- 1) Coordinate and review geotechnical requirements, including soil borings and Summary Report with Rubino Engineering
- 2) It is assumed that for two of the four sign structure foundations, average  $Q_u$  values and soil properties will not meet the requirements of the IDOT Sign Structures Manual and Base Sheets and will require a special design per Sections 2.1.8 and 2.2.4 of the IDOT Sign Structures Manual. Special foundation designs, plan modifications, and soil boring log sheets are included in the scope of work for the two sign structure foundations.
- 3) Prepare Preliminary, Pre-Final and Final Plans, Quantity Calculations, Specifications and Estimates (Estimate of Cost – BDE 213 and Estimate of Time – BDE 220a (Final Submittal only)) according to IDOT's guidelines, including but not limited to, the Bureau of Design and Environment (BDE), Bureau of Bridges and Structures (BBS) and District 1. Design and plan preparation will conform to the requirements of the current IDOT Bridge and Sign Structure Manuals and utilize IDOT OSC-A Base Sheets.

## SCOPE OF SERVICES

### HUNT CLUB RD AT STEARNS SCHOOL RD INTERSECTION IMPROVEMENT

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#### Erosion and Sediment Control

This task consists of the development of Erosion and Sediment Control (ESC) design and plans following the stages of the MOT plans. The design will be simplified to depict both stages in one set of ESC Plans. The ESC design consists of:

- Layout of ESC measures.
- The preparation of a Stormwater Pollution and Prevention Plan (SWPPP).
- During the development of the staging for the project, consideration will be given to SMC requirements regarding disturbed area and discharge testing requirements during construction.

The plans will include:

- LCDOT erosion and sediment control cover sheet.
- LCDOT, SMC, and IDOT Standard text describing the General Notes for erosion control measures will be used.
- ESC plan for each stage will be at 1" = 40' Scale
- Hours to prepare the erosion control plans will also include quantity take offs.
- The applicable ESC details from LCDOT and Lake County SMC will be included in the plan set

#### Traffic Signals

Benesch will develop removal plans for the existing traffic signal at Hunt Club Road and Stearns School Road. The traffic signal equipment will be salvaged and returned to LCDOT, while the underground materials will be disposed of off-site.

Temporary aerial fiber interconnect plans will be prepared along Hunt Club Road, from Hunt Club Road and Willowbrook Lane to Stearns School Road, and along Stearns School Road, from Hunt Club Road to North Creek Drive. In addition to the temporary aerial fiber optic interconnect, a temporary PTZ camera will be added to the intersection for monitoring during construction. It is assumed that the PTZ camera will be able to utilize the existing service for the traffic signals being removed. The proposed interconnect between these locations will be included with the proposed ITS plans.

Traffic signal modifications will be included at Hunt Club Road and IL Route 132 to account for the multi-use path widening impacts on the existing equipment.

The following tasks are associated with the design and plan development for traffic signals:

- Generate general traffic signal notes and schedule sheet.
- Generate traffic signal removal sheet.
- Generate temporary aerial interconnect sheets.
- Generate temporary interconnect schematic sheet.
- Prepare associated details required for temporary PTZ camera.
- Prepare traffic signal special provisions.
- Prepare traffic signal quantities.

## SCOPE OF SERVICES

### HUNT CLUB RD AT STEARNS SCHOOL RD INTERSECTION IMPROVEMENT

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#### Lighting

Benesch will develop plans for intersection lighting for the roundabout intersection and approaches. This work will include calculations of lighting levels based on the recommended practices and design guides of the Illuminating Engineering Society of North America to determine the number and type of fixtures to be utilized. The lighting calculations will be summarized in a concept lighting report. The report will also summarize the interaction with the Village of Gurnee lighting which begins approximately 450' north of Bridle Trail.

The proposed lighting design will utilize LCDOT standard poles with LED cobra head luminaires. The lighting units will be installed outside of the sidewalks. Temporary lighting sheets will be completed for the roundabout in as a contingency that the proposed lighting equipment is not available when the intersection is completed.

The existing lighting at the intersection of Hunt Club Road and Stearns School Road are combination lighting with the existing traffic signal and will be removed with the traffic signal removals.

The following tasks are associated with the design and plan development for lighting:

- Roundabout Intersection lighting calculation.
- Intersection lighting at Devon Ct and Stearns School Road.
- Standard lighting calculation for transition lighting.
- Vertical lighting calculations for each crosswalk through the intersection.
- Voltage drop calculations for each lighting circuit.
- Temporary roundabout intersection lighting calculations.
- Prepare concept lighting report
- Generate lighting layout
- Prepare lighting concept report
- Temporary lighting plans will be displayed at 1" = 40' Scale
- Lighting plans will be displayed at 1" = 40' Scale
- Associated lighting details will utilize provided LCDOT and IDOT standards.
- Coordinate new electrical service coordination with ComEd.
- Prepare lighting special provisions.
- Prepare lighting quantities.

#### Intelligent Transportation System (ITS)

Benesch will develop plans for Intelligent Transportation System (ITS) for the roundabout intersection. This work will include the placement of a camera system powered in conjunction with the intersection lighting, and in coordination with the Lake County Transportation Management Center, to locate a camera at the intersection and to provide power to the camera system.

The following tasks are associated with the design and plan development for ITS:

- Generate ITS general notes and schedule sheet.
- Generate permanent ITS plan sheets, including camera location and power. Power will be connected to the proposed roadway lighting controller. The proposed fiber plan will install conduit and fiber from the Hunt Club Road and Willowbrook Lane intersection to Stearns School Road, and then along Stearns School Road, from Hunt Club Road to North Creek Drive.
- Proposed ITS details for camera at roundabout.
- Insertion of proposed fiber splicing and cabinet details which will be provided by LCDOT into the set.
- Prepare ITS special provisions.
- Prepare ITS quantities.



#### Landscaping

Landscaping design and plans will include temporary and permanent landscaping measures which include sodding, seeding, and plantings for the project as per LCDOT and SMC guidelines. Proposed landscaping, including non-tree plantings, for Roundabout circle and the splitter islands, along with proposed tree planting and tree species, will be coordinated with LCDOT and will be included in the landscaping plans. The following tasks are associated with the design and plan development for landscaping:

- Landscape planning and layout
- Landscape plans will be according to LCDOT, SMC and IDOT standards
- Landscape plans will be displayed at 1" = 40' Scale.
- Plant Schedule will be included
- Quantity take-offs for landscaping
- Specifications for landscaping

#### Plat of Highways

Plat of Highways shall be included in the Plan Drawings.

#### **8. Right-Of-Way Services (*Mathewson Right of Way Co.*)**

Mathewson will conduct a preliminary assessment and valuation of the adjacent properties that may be impacted by the proposed project improvements as part of the Phase I process. ROW limits to be investigated if original boundary is to the centerline of the roadway. Appraisals and Negotiations is included in the scope based on the approved plats for the impacted properties. Benesch will provide exhibits and coordination support for the ROW services at 2 meetings per parcel/property owner.

*See attached Mathewson Right of Way Co. scope narrative for description of Right-of-Way Coordination.*

#### **9. Geotechnical Services (*Rubino Engineering*)**

See the attached Rubino Scope of Services for details on geotechnical services included. Benesch will provide coordination support and plan packaging of Geotechnical services.

Geotechnical Deliverables:

- ✓ Summary Report (for Cantilever Sign Structures)

#### **10. Environmental Services (*Huff and Huff*)**

See the attached Huff and Huff Scope of Services for details on environmental services included. Benesch will provide coordination support and plan packaging of Environmental services.

Geotechnical Deliverables:

- ✓ PSI Report (H&H)
- ✓ LPC-663 (H&H)
- ✓ Wetland Delineation and Report
- ✓ USACE Letter of No Impact (H&H)
- ✓ LCSMC WDP Permit and supporting documentation (H&H)
- ✓ Tree Survey and Report

**11. Public Involvement**

This task includes a public involvement (PI) program intended to inform local and regional stakeholders of project developments at key points during the Phase II process. The PI program will also provide materials to LCDOT to support building consensus and educating the public about features unique to a multi-lane roundabout as proposed at this location. The program will utilize a combination of the LCDOT hosted project website and in person coordination and include an educational video for the project.

*Stakeholder Meetings*

Up to 18 one-on-one or small group meetings will be held with the key project stakeholders and impacted property owners to discuss the proposed improvements through the course of the Phase II design.

*Website Support Materials*

Benesch will create a before and after exhibit of the existing and proposed design to be utilized in a slider graphic on the LCDOT project website. Up to three additional project specific exhibits and graphics will be developed for LCDOT to support project website updates.

*Roundabout Education Materials*

Benesch will research and provide links to educational and promotional materials from official sources to LCDOT for inclusion on the project website, social media posts, and newsletter updates with the goal of educating the public and building consensus for the project. Benesch will also incorporate the educational materials into a 1-page double sided brochure for LCDOT printing and distribution purposes.

Support will be provided for up to 4 public outreach meetings, such as a high school driver education class, and Benesch will develop exhibits and meeting materials to support LCDOT in their public education efforts. Attendance for up to two Benesch staff to attend educational in-person meetings with LCDOT is included, if required. Meeting scheduling and setup is included within the scope.

*Roundabout Education Video*

An updated project video will be developed based on the work that was completed in Phase I and will be focused on educating the public on how roundabouts should be safely navigated and also help build a familiarity and comfort with the proposed roundabout design. The video is not to exceed 5 minutes.

**Public Involvement Program Deliverables:**

- ✓ Stakeholder meeting attendance, exhibits, and meeting minutes
- ✓ Project Website Content
- ✓ Roundabout safety brochure and meeting material for up to four meetings
- ✓ Roundabout Education Video

**12. Specifications**

Benesch will prepare the Special Provisions following the requirements of Lake County DOT and IDOT District 1 Bureau of Local Roads. This task also includes the coordination with LCDOT for any special items not covered by the standard specifications and may require a proprietary letter from the Local Agency. Non-standard LCDOT special provisions will be provided within the contract documents and will correspond to the LCDOT SP book requirements noted on page 50 of the LCDOT plan preparation guidelines.

Benesch will prepare the Specifications at every submittal stage (3 submittals).

**13. Estimate of Cost and Estimate of Time**

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

BDE 213 will be utilized to prepare the estimate of cost.

Benesch will prepare the estimate of time and estimate of cost at every submittal stage (3 submittals). The estimate of cost will be broken down by funding source and by responsible agency.

**14. Milestone Submittal Packaging**

Preliminary (60%), pre-final (90%) and final (100%) submittals will be developed as per LCDOT and IDOT BLRS Requirements as follows:

- Prepare preliminary (60%) engineering plans including but not limited to plan and profile sheets, index of specifications, quantities, and cost estimates
- Prepare pre-final (90%) engineering plans including but not limited to plan and profile sheets, index of specifications, quantities and cost estimates, detail sheets (structural, drainage, erosion control, maintenance of traffic, etc.), and general notes and highway standards
- Prepare final (100%) contract plans and documents which resolve all previous comments on the 60% and 90% submittals

**15. Phase III Coordination**

Benesch will provide the following Phase III services:

- Contractor coordination will occur during the letting/construction process, as necessary.
- The Consultant to attend the Pre-Construction Meeting.
- The Consultant shall answer Requests for Information (RFI's).
- Review of Cantilever Sign Structure Shop Drawings.

**16. Project Management and Administration and project documentation**

Administration consists of project management responsibilities such as: Project scheduling activities, invoicing, tracking and communicating scope creep, staffing resource management and internal project team meetings to provide a quality product on schedule and within budget. Benesch will prepare progress reports and invoices on a four-week cycle. These progress reports and invoices will be in a format acceptable to the County. Benesch will prepare a project schedule, including a breakdown of the major tasks depicting the project's key milestones and deliverables for Phase II.

Project Management and Administration Deliverables:

- ✓ Project Work Plan
- ✓ Progress Reports
- ✓ Scope Creep Log
- ✓ Invoices
- ✓ Project Schedule

**17. Quality Assurance / Quality Control (QA/QC)**

QA/QC consists of development of a QA/QC Plan and will include the internal processes necessary to ensure consistency and accuracy of documents and deliverables. Deliverables will be checked by independent peer reviews prior to delivery to LCDOT. Documentation of QA/QC procedures will be maintained and will be furnished upon request.

QA/QC and Administration Deliverables:

- ✓ QMP

Lake County Division of Transportation Hunt Club and Stearns School Road Intersection - Phase II																													
Task	Activity	Q4 2024				Q1 2025				Q2 2025				Q3 2025				Q4 2025				2026				2027			
	Kick-off Meeting December 2024																												
1	Data Review																												
2	Project Coordination and Meetings																												
3	Design Survey																												
4	Utility Coordination Meetings and Utility Permits Review																												
5	Corridor Modeling																												
6	Design Plans and Contract Documents																												
	60% Submittal																												
	90% Submittal																												
	100% Submittal																												
7	Right-Of-Way Services (Mathewson Right of Way Co.)																												
8	Geotechnical Services																												
9	Environmental Services																												
10	Public Involvement																												
11	Specifications																												
12	Estimate of Cost and Estimate of Time																												
13	Milestone Submittal Packaging																												
14	Phase III Coordination																												
15	Project Management and Administration																												
16	Quality Assurance / Quality Control (QA/QC) and project documentation																												

 Task Work  
 Project Milestones

**Lake County Division of Transportation  
Hunt Club and Stearns School Road Intersection - Phase II**

TASK DESCRIPTION		Task Hrs	Sub-Task	Direct Cost
<b>1</b>	<b>Data Review</b>			<b>Direct Cost Estimate</b>
1.1	Phase 1 Review	32		
	Update Phase I to current LCDOT and IDOT standards		16	
	Review and update Design Criteria		16	
1.2	Design Verification	72		
	Geometrics Review		24	
	Drainage Review		16	
	Traffic Management Plan Review		16	
	IDOT CADD Standards/Workspace Review		16	
1.3	Field Visit (2 days, 2 people)	32		1 vehicle @ \$65/day x 2 visits = \$130
	<b>Task Total =</b>	<b>136</b>		
<b>2</b>	<b>Project Coordination and Meetings</b>			<b>Direct Cost Estimate</b>
2.1	Phase II Kick-off meeting with Lake County Division of Transportation - In person (1 meeting x 4 hrs x 3 people, agenda, and meeting minutes)	14		1 vehicle @ \$65/day x 1 meeting = \$65
2.2	LCDOT Design review/coordination meetings - Virtual (bi-weekly x 12 months; 1 meeting x 1 hr x 2 people and meeting minutes)	144		
2.3	Coordination meetings with the Village of Gurnee - In person (2 meetings x 4 hrs x 3 people and meeting minutes)	28		1 vehicle @ \$65/day x 4 meetings = \$260
2.4	Coordination meetings with the Warren Township- In person (4 meetings x 4 hrs x 3 people and meeting minutes)	56		1 vehicle @ \$65/day x 4 meetings = \$260
2.5	Coordination meetings with the Gurnee Mills - In person (2 meetings x 4 hrs x 3 people and meeting minutes)	28		1 vehicle @ \$65/day x 2 meetings = \$130
	<b>Task Total =</b>	<b>270</b>		

Lake County Division of Transportation  
Hunt Club and Stearns School Road Intersection - Phase II

TASK	DESCRIPTION	Task Hrs	Sub-Task	Direct Cost
<b>3</b>	<b>Design Survey</b>			<b>Direct Cost Estimate</b>
	General Administration/QC/planning/internal meetings	12		
	Set and tie alignment points for the two main alignments for the project (approx. 24 points).	24		1 vehicle @ \$65/day x 3 days = \$195
	Re-shooting/measuring all trees 4" and up within the construction limits.	24		1 vehicle @ \$65/day x 3 days = \$195
	50' spacing ground sections and breakline pickup for entire project	44		1 vehicle @ \$65/day x 6 days = \$390
	Downloading/data reduction	16		
	Extension south to Dada Drive	514		1 vehicle @ \$65/day x 30 days = \$1950
				See direct cost for monument, title, etc.
	<b>Task Total =</b>	<b>634</b>		
<b>4</b>	<b>Utility Coordination Meetings and Utility Permits Review</b>			<b>Direct Cost Estimate</b>
	Benesch utility support	24		
	Coordination meetings with the Utility Companies - Virtual (2 meetings x 4 hrs x 2 people and meeting minutes)	60		
	Electric (ComEd)		20	
	Gas (Nicor)		20	
	Internet/Fiber (Comcast/ATT)		20	
	<b>Task Total =</b>	<b>84</b>		
<b>5</b>	<b>Path Extension Phase I services</b>			<b>Direct Cost ESTIMATE</b>
5.1	<b>Data Collection (Phase I)</b>	80		
	Compile, organize and review the following information: Record plans, plats, development plans, roadway plans, prior engineering studies, GIS, ROW		40	
	Site visit, observations, field measurements and creation of photo log - 2 staff x 1 visit x 4 hrs/visit (includes prep/documentation) + 8 hrs photo log		24	1 vehicle @ \$65/day x 1 day = \$65
	Site visit, drainage and detention observations 2 staff x 1 visit x 4 hrs/visit (includes prep/documentation)		16	1 vehicle @ \$65/day x 1 day = \$65
5.2	<b>Alternatives Analysis (Phase I)</b>	288		
	Preliminary geometric design alternatives for path layout from Westbrook Lane to Data Drive - Assumes 3 alternative layouts		72	
	Drainage alternative design - Assumes 3 alternative layouts		28	
	50-scale exhibits for each alternative		36	
	Concept typical sections for each alternative		12	
	Preferred alternative memo with PACE analysis		40	



**Lake County Division of Transportation  
Hunt Club and Stearns School Road Intersection - Phase II**

<b>TASK DESCRIPTION</b>	<b>Task Hrs</b>	<b>Sub-Task</b>	<b>Direct Cost</b>
Develop 30% design base files for preferred alternative		40	
Create 3D model to assess grading and ROW impacts		60	
P-P sheets, typicals, ADA, MOT, and cross sections developed under Phase II tasks		0	
IDS plans not included		0	
<b>5.3 Environmental Studies</b>	<b>32</b>		
Prepare and submit Environmental Survey Request (ESR) package of forms and exhibits for IDOT ROW. Includes exhibit and resource database reviews (HARGIS, wetlands, etc.) Address LCDOT comments and resubmit if required.		24	
Draft addendum to Phase I environmental memo to cover path extension environmental impacts		8	
<b>5.4 Public Involvement</b>	<b>104</b>		
Individual stakeholder meetings to confirm preferred alternative design - up to 6 meetings (6 meetings, 4 hrs, 2 people) plus materials		72	\$200 printing fees
Property owner letters for ROW impacted properties - up to 8 plus ROW exhibits		32	\$200 USPS mailing fees
<b>5.5 Project Development Report</b>	<b>56</b>		
Draft project report addendum to be added to Phase I project report covering path extension Phase I work		24	
Final project report addendum to be added to Phase I project report covering path extension Phase I work		16	
Cost Estimate for project report		16	
<b>5.6 Path Specific Agency Coordination and Meetings</b>	<b>78</b>		
Phase I design review/coordination meetings with LCDOT - Virtual (one per month x 9 months; 1 meeting x 2 hrs x 2 people and meeting minutes)		36	
Preferred alternative selection meeting with LCDOT - Virtual (1 meeting, 2 hrs, 4 people, plus meeting materials)		16	
Environmental Permitting Meetings - LCSMC, USACE - Virtual (1 meeting x 2 hrs x 3 people and meeting minutes)		10	
IDOT coordination meetings - Virtual (2 meetings, 2 hrs, 2 people, plus materials)		16	
<b>Task Total =</b>	<b>638</b>		<b>\$530.00</b>

Lake County Division of Transportation  
Hunt Club and Stearns School Road Intersection - Phase II

TASK DESCRIPTION	Task Hrs	Sub-Task	Direct Cost
<b>6 Corridor Modeling</b>			<b>Direct Cost Estimate</b>
6.1 ORD Modeling	568		
Existing Alignments and Profiles		16	
Existing Pavement and Topsoil Surfaces		16	
Existing Complex Terrain		12	
Proposed Alignments and Profiles		12	
Proposed Roadway Pavement Model		48	
Proposed Curb/Shoulder Model		40	
Proposed Shared Use Path Model		72	
Proposed Curb to ROW Model		64	
Retention Pond 1 & 2		32	
Retention Pond 3		32	
Proposed Equestrian Center Entrance Model/Details		24	
Dual-Lane Roundabout Model/Details		40	
Proposed Minor Road and Driveway Model/Details		48	
Proposed Project Specific Template Library		32	
Construction Staging Modeling ( 2 Stages)		80	
6.2 Earthwork Management Calculations	40		
6.3 Cross Sections	730		
Hunt Club Road		120	
Stearns School Road		520	
IDOT Workspace Annotation Updates to Correspond to LCDOT Standards		40	
Additional Cross Sections		50	
<b>Task Total =</b>	<b>1338</b>		

**Lake County Division of Transportation  
Hunt Club and Stearns School Road Intersection - Phase II**

<b>TASK</b>	<b>DESCRIPTION</b>	<b>Task Hrs</b>	<b>Sub-Task</b>	<b>Direct Cost</b>
<b>7</b>	<b>Design Plans and Contract Documents</b>			<b>Direct Cost Estimate</b>
7.1	Cover Sheet	6		
7.2	General Plan Sheets	28		
	General Notes		4	
	Index of Sheets		8	
	LCDOT Standards		4	
	Project and Utility Contacts		8	
	Project Commitments		4	
7.3	Summary of Quantities	34		
7.4	Schedule of Quantities	80		
7.5	Typical Sections	120		
7.6	Alignment, Ties and Benchmarks	40		
7.7	Base Sheet Cutting	90		
7.8	Maintenance of Traffic	364		
	MOT General Notes		8	
	MOT Sequence of Construction		8	
	MOT Typical Sections		32	
	Stage 1		96	
	Stage 2		144	
	Detour Plan		64	
	MOT Details		12	
7.9	Roadway Design	600		
	Removal Plans		160	
	Roadway Plans		280	
	Profile Sheets		160	
7.10	Design Details	468		
	Roundabout Details		72	
	Intersection Details		60	
	Driveway Details		64	
	Median Details		64	
	LCDOT Details		16	
	IDOT Details		16	
	ADA Ramp Details		176	
7.11	Drainage & Utility Design	940		
	Drainage Calculations		80	

**Lake County Division of Transportation  
Hunt Club and Stearns School Road Intersection - Phase II**

<b>TASK DESCRIPTION</b>	<b>Task Hrs</b>	<b>Sub-Task</b>	<b>Direct Cost</b>
Drainage Schedules		120	
Existing Drainage Plans		160	
Proposed Drainage and Utility Plan and Profile		240	
Drainage Notes and Details		32	
Utility Conflict List		20	
Pond Grading		84	
Ditch Grading		72	
LCSMC Submittal		44	
Revise EDP		36	
Revise PDP		36	
Revise Abr. LDS		16	
7.12 Pavement Marking and Signing Design	448		
Signing Inventory		24	
Signing Removal Schedule		16	
Signing Relocation Schedule		16	
Proposed Signing Schedule		24	
Combined Pavement Markings and Signing Plans		240	
Overhead Sign Panel Details		128	
7.13 Cantilever Sign Structures	308		
IDOT OSC-A Base Sheets (Includes tabular data)		132	
Soil Boring Log Sheets		12	
Interdisciplinary Coordination & Review		28	
Design Calculations		40	
Special Foundation Details		56	
Quantity Calculations		24	
Estimate of Time		8	
Estimate of Cost		8	
7.14 Erosion and Sediment Control Design	128		
SWPPP		8	
Erosion and Sediment Control Plans		120	
7.15 Traffic Signals	468		
Generate traffic signal notes and schedule sheet		36	
Generate traffic signal removal sheet		56	
Generate temporary aerial interconnect plan sheets		180	
Create temporary interconnect schematic sheet		36	

**Lake County Division of Transportation  
Hunt Club and Stearns School Road Intersection - Phase II**

TASK DESCRIPTION		Task Hrs	Sub-Task	Direct Cost
	Temporary PTZ camera details		48	
	Prepare special provisions		24	
	Proposed Plan at IL Route 132		32	
	Proposed cable plan		24	
	Prepare traffic signal quantities		32	
7.16	Lighting	440		
	Roundabout intersection lighting calculation		16	
	Intersection lighting at Devon Ct and Stearns School Road		12	
	Standard lighting calculation for transition lighting		6	
	Vertical lighting calculations for each crosswalk in roundabout		32	
	Temporary roundabout intersection lighting calculation		16	
	Voltage drop calculations		16	
	Lighting gap analysis on Hunt Club Road with Village of Gurnee Mills lighting		4	
	Preparation of lighting concept report		20	
	Generate lighting layout		20	
	Prepare general notes and schedule of lighting quantities sheet		18	
	Prepare lighting plans at 40' scale		112	
	Prepare temporary lighting plans at 40' scale		96	
	Lighting details		24	
	Electrical service coordination with ComEd		8	
	Prepare special provisions		16	
	Quantities and Pay items		24	
7.17	Intelligent Transportation System (ITS)	242		
	Generate ITS notes and schedule sheet		18	
	Generate permanent ITS plan sheets		120	
	Create ITS details for camera at roundabout		56	
	Insert LCDOT fiber schematic sheets into plan set		12	
	Prepare special provisions		20	
	Prepare ITS quantities		16	
7.18	Landscaping Plans	160		
7.19	Plat of Highways (Insert into Plans)	4		
	<b>Task Total =</b>	<b>4968</b>		
8	<b>Right-Of-Way Services (Mathewson Right of Way Co.)</b>			<b>Direct Cost Estimate</b>

Lake County Division of Transportation  
 Hunt Club and Stearns School Road Intersection - Phase II

TASK DESCRIPTION	Task Hrs	Sub-Task	Direct Cost
Exhibits & Coordination Support	160		
			See subconsultant attachments for cost
<b>Task Total =</b>	<b>160</b>		
<b>9 Geotechnical Services (Rubino Engineering)</b>			<b>Direct Cost Estimate</b>
Exhibits & Coordination Support	24		
			See subconsultant attachments for cost
<b>Task Total =</b>	<b>24</b>		
<b>10 Environmental Services (Huff and Huff)</b>			<b>Direct Cost Estimate</b>
Exhibits & Coordination Support	24		
			See subconsultant attachments for cost
<b>Task Total =</b>	<b>24</b>		
<b>11 Public Involvement</b>			<b>Direct Cost Estimate</b>
Stakeholder Meetings - 18 meetings, 2 people per meeting, agenda and meeting minutes, meeting prep - in-person	144		vehicle charges for 18 meeting @ \$65 per day = \$1170
Project website materials / exhibits	80		
Roundabout Education Materials (research, one-page brochure, educational presentation for county-led outreach meetings)	120		
Attendance at up to 4 public outreach meetings (2 Benesch staff x 8 hrs/meeting)	64		
Coordination meetings for public outreach (2 Benesch staff x 4 hrs/meeting x 6 meetings)	48		
Dual-Lane Roundabout Educational Video	200		
<b>Task Total =</b>	<b>656</b>		
<b>12 Specifications</b>			<b>Direct Cost Estimate</b>
Non-Standard LCDOT SPs and LCDOT Standard Coordination	32		
Preliminary Submittal	40		
Pre-Final Submittal	20		
Final PS&E	20		
<b>Task Total =</b>	<b>112</b>		

Lake County Division of Transportation  
 Hunt Club and Stearns School Road Intersection - Phase II

TASK	DESCRIPTION	Task Hrs	Sub-Task	Direct Cost
<b>13</b>	<b>Estimate of Cost and Estimate of Time</b>			<b>Direct Cost Estimate</b>
	Preliminary Cost Submittal	24		
	Pre-Final Cost Submittal	12		
	Final PS&E Cost and Time Submittal	12		
	<b>Task Total =</b>	<b>48</b>		
<b>14</b>	<b>Milestone Submittal Packaging</b>			<b>Direct Cost Estimate</b>
	Preliminary Submittal	24		
	Pre-Final Submittal	24		
	Final PS&E	24		
	<b>Task Total =</b>	<b>72</b>		
<b>15</b>	<b>Phase III Coordination</b>			<b>Direct Cost Estimate</b>
	PreConstruction Meeting	40		
	RFI's	120		
	Cantilever Shop Drawings Review	48		
	<b>Task Total =</b>	<b>208</b>		
<b>16</b>	<b>Project Management and Administration</b>			<b>Direct Cost Estimate</b>
	Project Setup (schedule, contracts, and files)	24		
	Project administration, management and general coordination (8 hrs per month x 12 months)	96		
	<b>Task Total =</b>	<b>120</b>		
<b>17</b>	<b>Quality Assurance / Quality Control (QA/QC) and project documentation</b>			<b>Direct Cost Estimate</b>
	Quality Management Plan (QMP)	12		
	QA/QC (4% of total hours)	390		
	<b>Task Total =</b>	<b>402</b>		
	<b>Totals</b>	<b>9894</b>		



EXHIBIT D  
COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET  
FIXED RAISE

Local Public Agency	County	Section Number
Lake County DOT	Lake	22-00095-20-CH
Prime Consultant (Firm) Name	Prepared By	Date
Alfred Benesch & Company	Sylvan Popovici	9/30/2024
Consultant / Subconsultant Name	Job Number	
Alfred Benesch & Company		

Note: This is name of the consultant the CECS is being completed for.  
This name appears at the top of each tab.

Remarks

Hunt Club and Stearns School Road Intersection Improvement, Phase II

PAYROLL ESCALATION TABLE

CONTRACT TERM	24	MONTHS	OVERHEAD RATE	166.09%
START DATE	12/1/2023		COMPLEXITY FACTOR	
RAISE DATE	1/1/2024		% OF RAISE	2.00%
END DATE	11/30/2025			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	12/1/2023	1/1/2024	1	4.17%
1	1/2/2024	1/1/2025	12	51.00%
2	1/2/2025	12/1/2025	11	47.69%

The total escalation = 2.85%



<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
Lake County DOT	Lake	22-00095-20-CH
<b>Consultant / Subconsultant Name</b>		<b>Job Number</b>
Alfred Benesch & Company		

### PAYROLL RATES

#### EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	2.85%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Project Principal	\$86.00	\$86.00
Group Manager	\$83.60	\$85.98
Sr. Project Manager	\$83.14	\$85.51
Project Manager II	\$73.88	\$75.99
Project Manager I	\$63.17	\$64.97
Sr. Technical Manager	\$86.00	\$86.00
Project Engineer II	\$57.30	\$58.93
Project Engineer I	\$47.63	\$48.99
Sr. Designer	\$51.00	\$52.45
Designer II	\$45.50	\$46.80
Designer I	\$38.30	\$39.39
Survey Manager	\$64.50	\$66.34
Survey Specialist II	\$47.50	\$48.85
Sr. Technical Specialist	\$56.33	\$57.94
Technical Manager II	\$69.00	\$70.97
Technical Manager I	\$61.40	\$63.15
Sr. Technologist	\$55.50	\$57.08
Technologist II	\$46.00	\$47.31
Project Assistant II	\$35.10	\$36.10
Project Assistant I	\$35.00	\$36.00
Intern	\$25.10	\$25.82

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
Lake County DOT	Lake	22-00095-20-CH
<b>Consultant / Subconsultant Name</b>		<b>Job Number</b>
Alfred Benesch & Company		

## SUBCONSULTANTS

### EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

[illegible]

<b>Total</b>	<b>37,261.00</b>	<b>3,726.10</b>
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**NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.**

## Local Public Agency

Lake County DOT

## County

Lake

## Section Number

22-00095-20-CH

## Consultant / Subconsultant Name

Alfred Benesch &amp; Company

## Job Number

## DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	75	\$65.00	\$4,875.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)	1	\$400.00	\$400.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost	1	\$350.00	\$350.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost	1	\$350.00	\$350.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Title Commitments	Actual Cost	1	\$5,250.00	\$5,250.00
Land Acquisition	Actual Cost	1		\$0.00
Educational Video	Actual Cost	1	\$3,000.00	\$3,000.00
Spanish Translation Services	Actual Cost			\$0.00
TOTAL DIRECT COSTS:				\$14,225.00

## Local Public Agency

Lake County DOT

## County

Lake

## Section Number

22-00095-20-CH

## Consultant / Subconsultant Name

Alfred Benesch &amp; Company

## Job Number

## COST ESTIMATE WORKSHEET

## EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 166.09%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
1. Data Review	130	136	8,341	13,854	2,753		24,948	1.19%
2. Project Coordination and Meetings	715	270	17,053	28,323	5,627		51,003	2.43%
3. Design Survey	8,680	634	36,004	59,800	11,881		107,685	5.13%
4. Utility Coordination Meetings and Utility Permits Review		84	5,720	9,500	1,888		17,108	0.82%
5. Path Extension Phase I	530	638	36,798	61,118	12,143		110,059	5.25%
6. Corridor Modeling		1338	75,842	125,965	25,028		226,835	10.81%
7. Design Plans and Contract Documents		4968	269,497	447,608	88,934		806,039	38.43%
8. Right-Of-Way Services		160	10,920	18,136	3,603		32,659	1.56%
9. Geotechnical Services		24	1,610	2,673	531		4,814	0.23%
10. Environmental Services	4,170	24	1,610	2,673	531		4,814	0.23%
11. Public Involvement		656	39,935	66,328	13,178		119,441	5.69%
12. Specifications		112	6,723	11,166	2,219		20,108	0.96%
13. Estimate of Cost and Estimate of Time		48	2,895	4,808	955		8,658	0.41%
14. Milestone Submittal Packaging		72	3,890	6,461	1,284		11,635	0.55%
15. Phase III Coordination		208	12,050	20,014	3,977		36,041	1.72%
16. Project Management and Administration		120	10,280	17,074	3,392		30,746	1.47%
17. Quality Assurance / Quality Control (QA/QC) and project document		402	25,331	42,073	8,359		75,763	3.61%
Subconsultants:								
1. Bravo Company Engineering			-	-	-	68,080	68,080	3.25%
2. Huff & Huff, Inc. (GZA)			-	-	-	85,585	85,585	4.08%
3. Rubino Engineering, Inc.			-	-	-	18,776	18,776	0.90%
4. Mathewson Right of Way Co.			-	-	-	218,750	218,750	10.43%
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
Subconsultant DL							\$3,726.10	0.18%
Direct Costs Total ==>	\$14,225.00						\$14,225.00	0.68%
TOTALS		9694	564,459	937,574	186,283	391,191	2,097,498	100.00%

1,502.073

Lake County DOT

Lake

22-00095-20-CH

Alfred Benesch &amp; Company

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## EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG	TOTAL PROJ. RATES			1. Data Review			2. Project Coordination and Meetings			3. Design Survey			Meetings and Utility Permits Review			5. Path Extension Phase I		
	HOURLY RATES	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Principal	86.00	0.0																	
Group Manager	85.98	346.0	3.50%	3.01													24	3.76%	3.23
Sr. Project Manager	85.51	870.0	8.79%	7.52	12	8.82%	7.55	108	40.00%	34.20	80	12.62%	10.79	28	33.33%	28.50			
Project Manager II	75.99	750.0	7.58%	5.76	12	8.82%	6.70										80	12.54%	9.53
Project Manager I	64.97	80.0	0.81%	0.53															
Sr. Technical Manager	86.00	0.0																	
Project Engineer II	58.93	1,314.0	13.28%	7.83	32	23.53%	13.87							50	59.52%	35.08	184	30.41%	17.92
Project Engineer I	48.99	1,478.0	14.94%	7.32				108	40.00%	19.60							300	47.02%	23.04
Sr. Designer	52.45	0.0																	
Designer II	46.80	1,702.0	17.20%	8.05	48	35.29%	16.52	54	20.00%	8.36									
Designer I	39.39	1,714.0	17.32%	6.82															
Survey Manager	66.34	184.0	1.86%	1.10							120	18.93%	12.56						
Survey Specialist II	48.85	434.0	4.39%	2.14							434	68.45%	33.44						
Sr. Technical Specialist	57.94	206.0	2.08%	1.21															
Technical Manager II	70.97	588.0	5.74%	4.07	32	23.53%	16.70												
Technical Manager I	63.15	252.0	2.55%	1.61										8	7.14%	4.51	40	6.27%	3.96
Sr. Technologist	57.08	16.0	0.16%	0.09															
Technologist II	47.31	0.0																	
Project Assistant II	36.10	0.0																	
Project Assistant I	36.00	0.0																	
Intern	25.82	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		9894.0	100%	\$57.05	136.0	100.00%	\$61.33	270.0	100%	\$63.16	634.0	100%	\$56.79	84.0	100%	\$68.09	638.0	100%	\$57.68

**Local Public Agency**

Lake County DOT

**County**

Lake

**Section Number**

22-00095-20-CH

**Consultant / Subconsultant Name**

Alfred Benesch &amp; Company

**Job Number**

**AVERAGE HOURLY PROJECT RATES**  
**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

SHEET 2 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	5. Corridor Modeling			7. Design Plans and Contract Documents			8. Right-Of-Way Services			9. Geotechnical Services			10. Environmental Services			11. Public Involvement		
		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
Project Principal	86.00																		
Group Manager	85.98	72	5.38%	4.63	120	2.42%	2.08										86	10.05%	8.65
Sr. Project Manager	85.51	95	7.17%	6.14	280	5.23%	4.48	12	7.50%	6.41	4	16.67%	14.25	4	16.67%	14.25	88	10.37%	8.86
Project Manager II	75.99	100	7.47%	5.88	320	6.44%	4.89	60	37.50%	28.50							88	13.41%	10.19
Project Manager I	64.97	80	5.98%	3.88															
Sr. Technical Manager	86.00																		
Project Engineer II	58.93	120	8.97%	5.29	480	9.25%	5.46	68	42.50%	25.05	8	33.33%	19.64	8	33.33%	19.64	184	28.05%	16.53
Project Engineer I	48.99	150	11.21%	5.49	604	16.18%	7.93												
Sr. Designer	52.45																		
Designer II	46.80	260	20.93%	9.79	940	18.92%	8.85										144	21.95%	10.27
Designer I	39.39	320	23.92%	9.42	1298	25.52%	10.05										109	16.18%	6.37
Survey Manager	66.34							20	12.50%	8.29	12	50.00%	33.17	12	50.00%	33.17			
Survey Specialist II	48.85																		
Sr. Technical Specialist	57.64				206	4.15%	2.40												
Technical Manager II	70.97	120	8.97%	5.36	384	7.73%	5.49												
Technical Manager I	63.15				206	4.15%	2.62												
Sr. Technologist	57.08																		
Technologist II	47.31																		
Project Assistant II	35.10																		
Project Assistant I	36.00																		
Intern	25.82																		
<b>TOTALS</b>		1338.0	100%	\$56.68	4968.0	100%	\$54.25	160.0	100%	\$68.25	24.0	100%	\$67.07	24.0	100%	\$67.07	656.0	100%	\$60.88

Lake County DOT

Alfred Benesch &amp; Company

Lake

22-00095-20-CH

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### AVERAGE HOURLY PROJECT RATES

## EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 3 OF 3

PAYROLL  CLASSIFICATION	AVG HOURLY RATES	12. Specifications			13. Estimate of Cost and Estimate of Time			14. Milestone Submittal Packaging			15. Phase III Coordination			16. Project Management and Administration			17. Quality Assurance / Quality Control (QA/QC) and project documentation		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Principal	86.00																		
Group Manager	85.98													40	33.33%	28.66	24	5.97%	5.13
Sr. Project Manager	85.51	12	10.71%	9.16	8	16.67%	14.25	8	11.11%	9.50	44	21.15%	18.09	80	66.67%	57.01	46	11.44%	9.78
Project Manager II	75.99																90	22.39%	17.01
Project Manager I	64.97																		
Sr. Technical Manager	86.00																		
Project Engineer II	58.93	36	32.14%	18.94	12	25.00%	14.73	16	22.22%	13.10	44	21.15%	12.47				82	20.40%	12.02
Project Engineer I	48.99										36	17.31%	8.48				80	19.90%	9.75
Sr. Designer	52.45																		
Designer II	46.80	40	35.71%	16.71	20	41.67%	19.50	12	16.67%	7.80	84	40.38%	18.90				80	19.90%	9.31
Designer I	39.39							20	27.78%	10.94									
Survey Manager	66.34																		
Survey Specialist II	48.85																		
Sr. Technical Specialist	57.94																		
Technical Manager II	70.97	24	21.43%	15.21	8	16.67%	11.83												
Technical Manager I	63.15																		
Sr. Technologist	57.08							16	22.22%	12.69									
Technologist II	47.31																		
Project Assistant II	36.10																		
Project Assistant I	36.00																		
Intern	25.82																		
TOTALS		112.0	100%	\$60.03	46.0	100%	\$60.31	72.0	100%	\$54.02	208.0	100%	\$57.93	120.0	100%	\$85.67	402.0	100%	\$63.01



## EXHIBIT A – SCOPE OF SERVICES

### I. TECHNICAL APPROACH AND PROJECT UNDERSTANDING

This project involves Utility Coordination and Conflict Management for the Hunt Club Road and Stearns School Road intersection reconstruction project from 800' west of the intersection to N. Creek Drive and from Bridle Trail Rd to 800' north of the intersection; this amounts to a total length of approximately 5,973 feet (1.13mi) of roadway.

As part of the Phase 1 preliminary design Bravo Company Engineering has already performed early utility record plan and atlas research followed by a Quality Level B (QLB) Subsurface Utility Engineering (SUE) field investigation. The investigation involved the use of surface geophysical techniques to determine the existence and horizontal position of underground utilities as well as their approximate vertical depths. This activity is called "designating". It further correlates utility records and surface topographical information and may also help reveal unrecorded lines.

With the QLB data files in hand and shared with the larger Benesch team, Bravo will now use the information to identify potential conflicts with the proposed intersection improvements and coordinate with each utility company to mitigate conflicts during the design ensuring delays during construction are kept to a minimum.



### II. TECHNICAL EXPERIENCE

The Bravo Company Engineering team assembled has over 25-years of combined experience supporting Utility, County, IDOT, Tollway, and other Agencies through design process with Project Management and Design Services. Our independent and impartial utility services include conflict analysis, conflict resolution, and supporting status of utility services beginning at the preliminary investigation Level D with design stage requests, existing records obtained and oral recollections from public works staff, and progressively up through the requisite levels of quality C, B, and A for each individual utility and to ascertain conflict resolution.

When required, we are competent in the coordination of utility efforts to complete IDOT's Status Of Utility specification that is typically included within LCDOT contract letting documents. Other responsibilities have included nondestructive techniques to incorporate the roadway's design, surface characteristics, surveying and mapping, vacuum excavation, and asset management technologies to identify and classify quality levels of existing subsurface utility data as well as mapping locations of the underground utilities.





Bravo Company Engineering can meet this contract obligation with our current staff and has the knowledge and experience to perform the Project Management and Subsurface Utility Engineering. Teaming with an experienced design consultant staff also ensures proper scheduling of the work so that the project is on target beginning-to-end.

We are confident that our team has what it takes to deliver a successful program and quality product that Benesch, our team, and the Client's staff can be proud of.

Very fitting for this project is Bravo Company Engineering's philosophy mantra of BE, KNOW, DO! Be the expert, Know the job, and Do the difficult!



## SUE LEAD INVESTIGATIVE ENGINEER

**REID MAGNER, P.E.**

Reid is engaged, enthusiastic, and volunteers throughout the Chicagoland Region with the APWA having served as their branch past-president and has a record of large project achievements; he understands planning, design, land acquisition, and construction services; he has skillful guidance and expertise extending thru the design engineering team, leadership with contagious energy and project engagement.

Reid's essential duties and responsibilities include the implementation of projects in accordance with guidelines for local cities/municipalities, counties, and other state agencies utilizing local, federal, and other specialty type funding. His project work includes the design and preparation of plans, special provisions, permit applications, quantity calculations and estimates of cost and time, exhibits and engineering specialty reports for projects, and subsurface utility engineering.

He leads meetings with clients and agencies, conducts public involvement activities, as necessary, and performs day-to-day engineering tasks as dictated by workload.

Request #	General Information			QLA, QLC or QLB Start Location Information							QLB End Location Information							Utility Information							Drawing Provided	
	Contract #	Location Information	Property Owner	SUE Quality Level (A,B,C)	Nearest Mile Post (Start)	Stationing (Start)	Offset		Northing (Start)	Easting (Start)	Nearest Mile Post (End)	Stationing (End)	Offset		Northing (End)	Easting (End)	Utility Type	Utility Owner Name	Utility Size	Utility Material						
							FT	L/R					FT	L/R												
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	
1	RR-18-4382	SW Quadrant, SR 21 at 14	ISTHA	QLA	7.8	3720+88	120	L	2089501.245	1087930.242							Fiber Optic	GAS Company	10"	HDPE	x	x				
2	RR-18-4382	SW Quadrant, SR 21 at 14	ISTHA	QLA	7.8	3720+50	120	L	2089560.219	1087940.863							Fiber Optic	GAS Company	10"	HDPE	x	x				
3	RR-18-4382	SW Quadrant, SR 21 at 14	ISTHA	QLA	7.8	3721+08	120	L	2089600.182	1087942.523							Fiber Optic	GAS Company	10"	HDPE	x	x				
4	RR-18-4382	SW Quadrant, SR 21 at 14	ISTHA	QLA	7.6	3721+50	120	L	2086080.185	1087944.163							Fiber Optic	GAS Company	10"	HDPE	x	x				
5	RR-18-4382	SW Quadrant, SR 21 at 14	ISTHA	QLA	7.8	3722+08	120	L	2089130.138	1087945.804							Fiber Optic	GAS Company	10"	HDPE	x	x				
6	RR-18-4382	SW Quadrant, SR 21 at 14	ISTHA	QLA	7.6	3722+25	111	L	2086164.932	1087955.478							Fiber Optic	GAS Company	10"	HDPE	x	x				
7	RR-18-4382	SW Quadrant, SR 21 at 14	ISTHA	QLA	7.8	3722+58	109	L	2089178.853	1087968.154							Fiber Optic	GAS Company	10"	HDPE	x	x				
8	RR-18-4382	SW Quadrant, SR 21 at 14	ISTHA	QLA	7.6	3723+00	109	L	2086229.618	1087962.952							Fiber Optic	GAS Company	10"	HDPE	x	x				
9	RR-18-4382	SW Quadrant, SR 21 at 14	ISTHA	QLA	7.5	3723+25	109	L	2086254.801	1087963.856							Fiber Optic	GAS Company	5-1 1/2" 6-1 1/2"	HDPE	x	x				
10	RR-18-4382	SW Quadrant, SR 21 at 14	ISTHA	QLA	7.5	3723+75	112	L	2086304.765	1087958.941							Fiber Optic	GAS Company	5-1 1/2" 6-1 1/2"	HDPE	x	x				
11	RR-18-4382	SW Quadrant, SR 21 at 14	ISTHA	QLA	7.5	3724+08	121	L	2086330.853	1087961.722							Fiber Optic	GAS Company	5-1 1/2" 6-1 1/2"	HDPE	x	x				
12	RR-18-4382	SW Quadrant, SR 21 at 14	ISTHA	QLA	7.5	3724+50	121	L	2086360.035	1087953.076							Fiber Optic	GAS Company	5-1 1/2" 6-1 1/2"	HDPE	x	x				
13	RR-18-4382	SW Quadrant, SR 21 at 14	ISTHA	QLA	7.5	3725+00	121	L	2086430.008	1087954.707							Fiber Optic	GAS Company	5-1 1/2" 6-1 1/2"	HDPE	x	x				
14	RR-18-4382	SW Quadrant, SR 21 at 14	ISTHA	QLA	7.5	3725+50	121	L	2086470.962	1087956.339							Fiber Optic	GAS Company	5-1 1/2" 6-1 1/2"	HDPE	x	x				
15	RR-18-4382	SW Quadrant, SR 21 at 14	ISTHA	QLA	7.5	3726+00	121	L	2086530.955	1087957.871							Fiber Optic	GAS Company	5-1 1/2" 6-1 1/2"	HDPE	x	x				
16	RR-18-4382	SW Quadrant, SR 21 at 14	ISTHA	QLA	7.5	3726+50	121	L	2086579.929	1087959.082							Fiber Optic	GAS Company	5-1 1/2" 6-1 1/2"	HDPE	x	x				

## III. SCOPE OF UTILITY COORDINATION AND CONFLICT MANAGEMENT SERVICES

Our Utility Coordination approach involves supplemental field investigation of the site to perform additional electronic depth measurements of utilities as needed, preparation of 2D and 3D utility base files to assist in conflict analysis and creation of SUE plan sheets, and coordination with utility companies regarding conflicts and relocations.

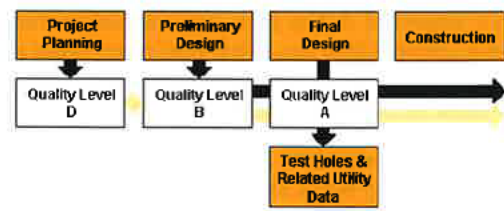
### 1. Preferred Alternative Analysis and Supplemental QLB Field Survey

- Once preferred intersection geometrics are determined through approval of the preliminary design, an analysis of proposed improvements and project limits will be performed to verify that the previous QLB investigation encompasses the final project footprint and identify areas where supplemental QLB may be required.

- B. As proposed improvements are identified that exist outside the limits of the original QLB Investigation, Bravo will perform a supplemental QLB field survey to electronically measure remaining utilities. After completion of the Supplemental QLB field survey, a virtual meeting will be held with Benesch and County Staff to discuss potential data gaps and the strategies going forward to identify and locate utilities within these areas.
  - i. Lake County is partnering with the Village of Gurnee to convert a section of existing sidewalk into proposed bikepath along the east side of Hunt Club Road from Dada Drive to Westbrook Lane. Bravo will perform a QLB utility survey through this section between the eastern curblineline and the eastern ROW line.

## 2. SUE Plan Sheets, Utility Model Development, and Conflict Analysis

- A. Preliminary SUE Plan sheets were prepared during the Phase 1 Design process. The SUE sheets will be updated and refined as additional utility information becomes available through such sources as supplemental QLB survey, utility company coordination, and Quality Level A (QLA) potholing. SUE sheets will be included in the plan set and will display both Level B and Level D utility linework with separate linestyles to differentiate.
  - i. QLB data gathered along the proposed Hunt Club Road bikepath section between Dada Drive and Westbrook Lane will be added to additional SUE sheets.
- B. Quality Level B data will be used to create a 3D utility model using Microstation's OpenRoads Designer Subsurface Utility tools. The utility model will include all existing public and private utilities identified in the QLB survey as well as existing storm and sanitary sewers based on invert data measured by others. Once proposed utilities and sewers are designed, they will also be reflected in the 3D model. The final utility model will be shared with the Benesch design team to reflect utility depths and sizes within roadway cross sections.
- C. Bravo will cross reference the 2D Utility Base and 3D utility model files with the proposed roadway improvements to assist the Benesch team in determining where potential conflicts may exist.
- D. Quality Level A ("QLA"), if necessary, involves the use of nondestructive digging equipment at discrete, critical points to determine the precise horizontal and vertical position of underground utilities, as well as the type, size, condition, material, and other characteristics. This activity is called "locating." It is the highest quality level presently available. This information, when combined with other surveyed and mapped information, allows the designer to infer plan and profile information, for use in making final design decisions. By knowing exactly where a utility is positioned in three dimensions, the designer can accurately determine the extent of a utility conflict, or can often make small adjustments in elevations or horizontal locations and avoid the need to relocate utilities. Additional information such as utility material, condition, size, soil contamination, and paving thickness also assists the designer and utility owner in their decisions. QLA information (in the form of test hole logs), when included in the project bid documents, may yield more favorable bids due to reduced contractor uncertainty about subsurface conditions.
  - i. Where a potential QLA SUE investigation is determined to have value and assists the project team in making final design decisions, we will first request that the affected utilities perform their own investigations to be supported by as-built documentation through field exploratory logs at no cost to the project. If the affected Utility is not able to provide a QLA SUE investigation, Bravo Company Engineering can provide the necessary QLA SUE vacuum excavation services. Work assumes access is available to the excavation sites, a contingency quantity of 12 potholes will be utilized, and no surface locates, survey marks, traffic control, permits or permission from property owners, utilities, and government agents, or permitting fees will be required.



## 3. Utility Company Coordination

- A. As the existing utility locations, potential conflicts, and potential relocations are identified, Bravo will coordinate with utility companies to ensure all conflicts are identified and mitigated before construction begins. As part of this coordination, Bravo will remain persistent and frequently follow up with utility contacts for status updates. We will review all conflict analyses prepared by the utility companies and serve as the primary reviewer of all relocation



permit submittals. As the scope of conflicts and relocations is identified, we will be available for coordination meetings with utility contacts.

- i. Bravo will submit an additional JULIE Design Stage request to cover the Hunt Club Road bikepath section from Dada Drive to Westbrook Lane. This will include reengaging with the original utility conflicts to confirm that the utility atlases we've received fully encompass the updated current limits.
- B. Prior to Phase 2 milestone submittals, the D-1 Status of Utility Spec will be completed to document all conflicts and define relocation timelines. Following each submittal, Bravo will share the latest plan set and CAD files with utility companies to ensure utility relocation designers are referencing the most current improvements.

#### **4. Project Administration**

- A. After the completion of the County's plan reviews, we will address comments received and bring resolution to any concerns.



# Exhibit D-1 Preliminary Engineering

Route:  
Local Agency:  
Section:  
Project:  
Job No:

Stearns School Rd and Hunt Club Rd Intersection Improvement Phase 2  
Lake County Division of Transportation  
22-00095-20-CH  
M-XXXX(XXX)  
D-XX-XXX-XX

\*Firm's approved rates on file with IDOT's  
Bureau of Accounting and Auditing:

Overhead Rate (OH) 1.2  
Complexity Factor (R) 0.000  
Calendar Days 360

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) + 1.5(DL) + IHDC]  
Cost Plus Fixed Fee 3 ☐ 14.5%[(2.3 + R)DL + IHDC]  
Specific Rate ☐  
Lump Sum ☐

See Exhibit A-1 for Scope of Services

See Exhibit A-3 for a detailed Workhour Estimate.

See Exhibit A-4 for detailed Services by Others and In-House Direct Costs.

Cost Estimate of Consultant's Services									
Element of Work	Employee Classification	Man-hours	Payroll Rate	Payroll Costs (DL)	Overhead*	In-House Direct Costs (IHDC)	Services by Others	Profit	Total
1 Preferred Alternative Analysis and Supplemental QLS Field Survey						\$ 325.00	\$ -	\$ -	\$ 325.00
\$10,285.13	Project Manager	4.0	\$ 65.00	\$ 260.00	\$ 312.00			\$ 82.94	\$ 654.94
	Engineer III	12.0	\$ 52.00	\$ 624.00	\$ 748.80			\$ 199.06	\$ 1,571.86
	Engineer I	18.0	\$ 30.00	\$ 540.00	\$ 648.00			\$ 172.28	\$ 1,360.28
	Chief Layout Specialist	46.0	\$ 55.00	\$ 2,530.00	\$ 3,036.00			\$ 807.07	\$ 6,373.07
2 SUE Plan Sheets, Utility Model Development, and Conflict Analysis						\$ -	\$ 25,000.00	\$ -	\$ 25,000.00
\$37,887.20	Project Manager	12.0	\$ 65.00	\$ 780.00	\$ 936.00			\$ 248.82	\$ 1,984.82
	Engineer III	28.0	\$ 52.00	\$ 1,456.00	\$ 1,747.20			\$ 464.46	\$ 3,687.66
	Engineer I	96.0	\$ 30.00	\$ 2,880.00	\$ 3,456.00			\$ 918.72	\$ 7,254.72
	Chief Layout Specialist	0.0	\$ 55.00	\$ -	\$ -			\$ -	\$ -
3 Utility Company Coordination						\$ -	\$ -	\$ -	\$ -
\$14,853.50	Project Manager	9.0	\$ 65.00	\$ 585.00	\$ 702.00			\$ 180.62	\$ 1,473.62
	Engineer III	47.0	\$ 52.00	\$ 2,444.00	\$ 2,932.80			\$ 779.64	\$ 6,156.44
	Engineer I	85.0	\$ 30.00	\$ 2,550.00	\$ 3,060.00			\$ 813.45	\$ 6,423.45
	Chief Layout Specialist	0.0	\$ 55.00	\$ -	\$ -			\$ -	\$ -
4 Project Administration						\$ -	\$ -	\$ -	\$ -
\$5,854.16	Project Manager	12.0	\$ 65.00	\$ 780.00	\$ 936.00			\$ 248.82	\$ 1,984.82
	Engineer III	12.0	\$ 52.00	\$ 624.00	\$ 748.80			\$ 199.06	\$ 1,571.86
	Engineer I	16.0	\$ 30.00	\$ 480.00	\$ 576.00			\$ 153.12	\$ 1,209.12
	Chief Layout Specialist	8.0	\$ 55.00	\$ 440.00	\$ 528.00			\$ 140.36	\$ 1,108.36
<b>Totals</b>		<b>405.0</b>		<b>\$ 16,973.00</b>	<b>\$ 20,367.60</b>	<b>\$ 325.00</b>	<b>\$ 25,000.00</b>	<b>\$ 5,414.39</b>	<b>\$ 68,079.99</b>



## Exhibit D-2 Preliminary Engineering

## Workhour Estimate

Workhour Estimate							
Item No.	Task	Staff Classifications & Workhours				Total Workhours	% of Workhours
		Project Manager	Engineer III	Engineer I	Chief Layout Specialist		
Scope of Services							
1	Preferred Alternative Analysis and Supplemental QLB Field Survey						
	A. Analysis of Preferred Phase 2 Geometrics vs. Previously Surveyed SUE Data	2.0	2.0			4.0	5.0%
	B. Site Investigation to Obtain Supplemental Quality Level B Data and Photo Documentation		4.0		44.0	48.0	60.0%
	-Coordination meeting with LCDOT Staff to Discuss Potential QLB Data Gaps	2.0	2.0	2.0	2.0	8.0	10.0%
	C. Import Supplemental Quality Level B data to further refine 2D utility base file		4.0	16.0		20.0	25.0%
	Item 1 Subtotal	4.0	12.0	18.0	46.0	80.0	100.0%
2	SUE Plan Sheets, Utility Model Development, and Conflict Analysis						
	A. SUE Sheet Development for Inclusion within Milestone Plan Submittals (6 sheets at 1"=50')	2.0	4.0	32.0		38.0	27.9%
	B. Create 3D Utility Model using OpenRoads Designer Subsurface Utility tools		16.0	40.0		56.0	41.2%
	C. Cross Reference 3D Utility Model with Proposed Improvements for Potential Conflict Identification	2.0	8.0	16.0		26.0	19.1%
	D. Further QLA Investigation and Potholing (includes work by subconsultant)	8.0		8.0		16.0	11.8%
	Item 2 Subtotal	12.0	28.0	96.0	0.0	136.0	100.0%
3	Utility Company Coordination						
	A. Coordinate with Utility Companies to Mitigate Conflicts and Determine Relocation Scope						
	-Update JULIE Design Stage Limits to Include Additional Bikepath Limits		8.0	8.0		16.0	11.3%
	-Review and Respond to Utility Conflict Tables	2.0	12.0	24.0		38.0	27.0%
	-Review Relocation Permit Submittals	4.0	12.0	24.0		40.0	28.4%
	-Share Milestone Plan Set Submittals with Utility Companies		2.0	8.0		10.0	7.1%
	-Utility coordination meetings (2)	3.0	5.0	5.0		13.0	9.2%
	B. Prepare D-1 Status of Utility Spec		8.0	16.0		24.0	17.0%
	Item 3 Subtotal	9.0	47.0	85.0	0.0	141.0	100.0%
4	Project Administration						
	A. Contract Document Modifications (Plan, Special Provisions, Quantities) following Reviews	4.0	8.0	16.0	4.0	32.0	66.7%
	B. Project Administration (invoice preparation and job-file documentation)	8.0	4.0		4.0	16.0	33.3%
	Item 4 Subtotal	12.0	12.0	16.0	8.0	48.0	100.0%
	Total Workhours:	37.0	99.0	215.0	54.0	405.0	
	% of Workhours:	9.1%	24.4%	53.1%	13.3%	100.0%	



### Exhibit D-3 Preliminary Engineering

Services by Others and In-House Direct Costs			
Item No.	Task	In-House Direct Cost	Sub-Consultant Cost
<b>1</b>	<b>Preferred Alternative Analysis and Supplemental QLB Field Survey</b>		
	Vehicle: Truck (\$65.00 per day) Field Investigation and Submittal	\$325.00	
	<b>Item 1 Subtotal</b>	<b>\$325.00</b>	<b>\$0.00</b>
<b>2</b>	<b>SUE Plan Sheets, Utility Model Development, and Conflict Analysis</b>		
	<b>Sub-Consultant: Utility Daylighting</b>		
	Evaluation of Potential Utility Conflicts and Need for Level "A" S.U.E. 12 Vacuum Test Holes		\$25,000.00
	i. Subsurface Utility Locating - 0' to 6' (\$/Hole) with Vacuum Test Holes (assumes one each on opposite side of the roadway for profile determination, inclusive of field work with QLA test hole forms, QLA test hole results, QLA field log books, CADD, and professional time)		
	ii. Subsurface Utility Locating - Extra Depth In Addition to Base Price, 6'-1" and Over (\$/Hole) (inclusive of field work with QLA test hole forms, QLA test hole results, QLA field log books, CADD, and time)		\$0.00
	<b>Item 2 Subtotal</b>	<b>\$0.00</b>	<b>\$25,000.00</b>
<b>3</b>	<b>Utility Company Coordination</b>		
	<b>Item 3 Subtotal</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>4</b>	<b>Project Administration</b>		
	<b>Item 4 Subtotal</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<b>Total In-House Direct Costs:</b>	<b>\$325.00</b>	<b>-</b>
	<b>Total Subconsultant Costs:</b>	<b>-</b>	<b>\$25,000.00</b>
	<b>TOTAL IN-HOUSE DIRECT &amp; SUBCONSULTANT COSTS:</b>	<b>\$25,325.00</b>	



A Subsidiary of GZA

GEOTECHNICAL  
ENVIRONMENTAL  
ECOLOGICAL  
WATER  
CONSTRUCTION  
MANAGEMENT

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October 17, 2024

Mr. Sylvan Popovici, PE  
Project Manager  
Alfred Benesch & Company  
35 W. Wacker Drive  
Suite 3300  
Chicago, Illinois 60601

Via Email: [spopovici@benesch.com](mailto:spopovici@benesch.com)

**Re: Phase II Environmental Engineering Services (PSI/CCDD, Wetland Permitting)  
Hunt Club Road at Stearns School Road (Section No. 22-00095-20-CH)  
Village of Gurnee, Lake County, Illinois  
Proposal No. 81.P013094.25**

Dear Mr. Popovici:

Huff & Huff, Inc., a subsidiary of GZA, Inc. (H&H) is pleased to submit this proposal to Alfred Benesch & Company (Client) to provide Phase II environmental services for the proposed Hunt Club Road at Stearns School Road intersection improvements in Gurnee, Lake County, Illinois. The improvements have been proposed by Lake County DOT (LCDOT) and services requested include completion of a Preliminary Site Investigation (PSI) and LPC-663 Form documentation for consideration of off-site final disposition of project spoils at a clean construction and demolition debris (CCDD) or uncontaminated soil fill operation (USFO) facility, wetland delineation and reporting, tree survey data collection and reporting, as well as coordination with the Chicago District U.S. Army Corps of Engineers (USACE) and stormwater permitting through the Lake County Stormwater Management Commission (LCSMC). 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 LCDOT to develop a proposal for Phase I Design. The Phase I preliminary engineering study is to be completed in accordance with the Illinois Department of Transportation's Bureau of Local Roads & Streets Policies & Procedures, for an intersection improvement at Hunt Club Road and Stearns School Road in the Village of Gurnee and unincorporated Lake County, IL. At the time of the Phase I scope of services, the limits were still under review by LCDOT, and were conveyed to H&H to include:

- Hunt Club Road from Bridle Trail Road to 800-feet north of the intersection; and
- Stearns School Road from 800-feet west of the intersection to N Creek Drive.

During execution of the Phase I field work, revised limits were provided to H&H which were utilized in preparing figures for the wetland and PESA deliverables, currently in QA/QC at the time of this Phase II scope. The limits were revised as follows:

- Hunt Club Road from approximately 100-feet north of IL-132/Grand Avenue (west side) and from approximately 700-feet north of IL-132/Grand Avenue (east side), to approximately 1,150 feet north of Stearns School Road; and
- Stearns school Road from approximately 1,150-feet west of Hunt Club Road to approximately 2,700 feet east of Hunt Club Road at east side of N. Creek Drive.





Following the initial preparation of the Phase II scope. The limits were revised as follows:

- Inclusion of Hunt Club Road from approximately 700-feet north of IL-132/Grand Avenue (east side), extending south along Hunt Club Road to Dada Drive (east side).

Phase II work follows the Phase I work completed by the design team, including intersection design study; alternatives analysis; traffic capacity analysis; bike path improvements; field survey; plats and legal descriptions for right-of-way and easement acquisitions; identification of detention requirements; flood plain determination; hydrology/hydraulic analysis; wetland delineation; soils investigation, aesthetics evaluation; public involvement; and environmental coordination and approvals (biological, cultural, wetland and special waste). Traffic modeling and capacity analysis of Stearns School Road, from Hunt Club Road to US Route 41 should be included to better understand future travel demands along the corridor and aid in selection of the preferred intersection alternative.

## **2. SCOPE OF SERVICES**

### **Task 1: Preliminary Site Investigation / LPC-663 Form Documentation (CCDD)**

Based on the findings of the PESA and in consideration of characterizing soils for consideration of acceptance at a CCDD facility, the proposed scope of the PSI/CCDD assessment is presented below.

#### **A. Soil Sampling**

It is anticipated that up to two (2) days of field effort will be required with up to twenty-six (26) soil borings completed, assumed with the aid of a drilling (GeoProbe) subcontractor with the aid of traffic control services. In addition, select borings may be advanced in areas where depth of excavation is anticipated to be shallower than 2 feet bgs in lieu of utilizing a driller. The borings will be advanced and soil samples collected for laboratory analysis to address sites identified as RECs/PIPs and for full project coverage of non-REC/PIP for soil disposal considerations, specifically at locations identified for proposed excavation. The depths of the soil borings will be dependent upon design details to account for depths of proposed disturbance. Consultant will finalize depths of planned borings prior to mobilization consistent with project plans as provided by Client, in conjunction with PESA findings. Currently it is estimated that borings will be advanced to approximately 2 to 10 feet below ground surface. Samples will be collected in 2 to 5-foot intervals for field screening and select samples prepared for laboratory analysis as discussed below.

#### **B. Laboratory Analysis**

A total of up to twenty-six (26) soil boring locations are proposed and we anticipate a single sample from each location for laboratory analysis, for a total of up to twenty-six (26) samples total. The soil samples will be analyzed for the contaminants of concern (COCs) per IDOT protocol, which include:

- 22 Total metals (Target Analyte List (TAL) minus Aluminum)
- SPLP/TCLP Metals (8 RCRA and Be, Co, Cu, Fe, Mn, Ni, and Zn)
- Volatile organic compounds (VOCs)
- Semi-volatile organic compounds (SVOCs)
- Soil pH

#### **C. PSI Report Preparation**

A report summarizing the results of the soil sample collection activities and analytical results will be prepared. This document will present information pertinent for the bidding documents regarding conditions of soils tested, handling and final disposition considerations. Time has also been included to assist Client in preparing draft special provisions and pay items associated with the soil classifications identified in the PSI report consistent with IDOT Article 669.05.

#### **D. LPC-663 Form Preparation and CCDD facility Coordination**





The soil sample results will be compared to the Maximum Allowable Concentrations (MACs) associated with CCDD facility acceptance, including the soil pH range of 6.25 to 9.0. If results achieve the MAC values, H&H will prepare the LPC-663 document that will be signed/stamped by the H&H. Any locations that do not achieve the MACs (including soil pH range) will be identified as exclusion zones, not acceptable for CCDD facility disposal.

H&H will coordinate with at least three (3) CCDD facilities to review the PSI/CCDD documentation and if acceptable, to provide pre-authorization acceptance letters for inclusion in the bidding documents.

## **Task 2: Wetland and Waterway Delineation**

H&H/GZA will conduct a wetland delineation for portions of the Project Corridor along Hunt Club Road from approximately 700-feet north of IL-132/Grand Avenue (east side), extending south along Hunt Club Road to Dada Drive (east side). H&H/GZA understands that regulated wetlands are potentially located within or adjacent to the project limits. H&H/GZA proposes to conduct a wetland and surface water delineation in accordance with:

- The February 25, 2022, edition of the United States Army Corps of Engineers (USACE) Chicago District Nationwide Permit (NWP) Program;
- The USACE Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0), (Supplemental Wetland Manual);
- The October 13, 2020, edition of the Lake County WDO;

Current aerial photography shows a number of open water stormwater basins and one potential wetland along the west side of Hunt Club Road. The Lake County Wetland Inventory indicates the basins are considered wetland areas. None of the features identified within the project limits are considered ADID wetlands.

The areas to be considered is an extension of the project that H&H completed in 2024 and obtained Boundary Verifications (BV) and Preliminary Jurisdictional Determinations (PVD). The areas south of IL 132 were not investigated and BVs and PJDs were not completed and are included in this scope of work.

### **A. Off-site Record/Document Review**

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

- Current and historic aerial photographs;
- U.S. Geological Survey (USGS), Topographic Map;
- U.S. Fish and Wildlife Service (USFWS), National Wetlands Inventory (NWI) Maps;
- Lake County Wetland Inventory Maps;
- Lake County Advanced Identification of Wetlands (ADID) Maps;
- Natural Resources Conservation Service (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 Atlas.

### **B. On-Site Investigation (Field Inventory)**

H&H/GZA proposes to conduct on-site investigations of all potential wetlands and waterways within the project limits as well as confirm the absence of wetlands if none is present. Proposed services include the identification and delineation of



wetlands. 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. H&H/GZA will flag boundaries of wetlands located within the Lake County portion of the project limits in accordance with the WDO. H&H/GZA will provide global positioning system (GPS) data for wetland and waterway boundaries.

The area south of IL 132 was not investigated during the previous study and therefore fieldwork will be conducted in 2025 during the growing season.

### **Task 3: Wetland Report**

Upon completion of Task 2, a separate Wetland Delineation Report will be prepared summarizing the findings of the off-site record/document review and the on-site investigation. This report will be submitted to the Client as a PDF only. H&H/GZA will provide shapefiles and a MicroStation file of the wetland and waterway boundaries. Specific items to be included in the report are as follows:

- Map showing the wetland and waterway boundaries within the project limits;
- Aerial photography depicting the appropriate limits of the delineated wetlands and waterways;
- USACE data sheets with FQAs, as required;
- Color photos of the wetlands and data points; and
- Written description of wetland functional classification.

The NRCS no longer conducts farmed wetland determinations for areas of agricultural conversion. As agricultural land is present within the project limits, conducting a Farmed Wetland Determination (FWD) is included in the scope.

Time is included in this scope to complete a separate BV and PJD with Lake County Stormwater Management Commission (SMC) Staff since the previous BV and PJD stopped north of IL 132. This includes a separate field trip to the site to meet with SMC staff. Fees for the BV/PJD are not included in the cost estimate as the fees are dependent upon the findings of the delineation and how many wetlands are present, which is not known at this time.

Any impacts to wetlands or waterways will require permits. H&H/GZA understands that wetland permitting will take place during Phase II.

### **Task 4: USACE Chicago District, Section 404 Coordination**

It is anticipated that the proposed project will avoid impacts to federally regulated wetlands and waterways. According to the preliminary jurisdictional determination (PJD) completed by the Chicago District USACE and LCSMC in March of 2024, the wetlands and constructed stormwater features identified within and immediately adjacent to the proposed project are not subject to federal regulation under Sections 401 and 404 of the Clean Water Act (CWA) by the USACE.

Therefore, H&H will prepare a Letter of No Impact submittal to the Chicago District USACE for the proposed project to obtain concurrence from the USACE that permits will not be required to cover the federal requirements for the project. H&H will complete and submit the Letter of No Impact form and other necessary information to obtain USACE Chicago District concurrence. The results of the PJD/BV obtained during the Phase I work completed for the proposed project will be utilized for obtaining the Letter of No Impact concurrence. This task assumes that the Letter of No Impact request will be formally submitted prior to the expiration of the wetland delineation and PJD/BV completed for the project, which will expire in March of 2027. All materials will be submitted by H&H to the USACE electronically and paper copies will not be provided.



The extended area south of IL 132 has not been investigated for wetlands. This segment of the roadway is heavily developed with commercial establishments with scattered stormwater ponds. One small area west of the roadway shows wetland characteristics from available aerial photography. While the path extension is proposed for the east side of Hunt Club Road, it is recommended that the entire 0.4 mile stretch of Hunt Club south of IL 132 be investigated.

This proposal does not include permitting assistance for impacts to federally jurisdictional wetlands or waterways under the Nationwide or Individual Permit Programs. Should a permit be required, a supplement will be prepared.

#### **Task 5: Lake County SMC Stormwater Permitting**

H&H will prepare and submit all applicable wetland related permit materials to Client for their submittal to LCSMC to obtain authorizations for potential impacts to Isolated Wetlands of Lake County (IWLC) for the extended project. If IWLC are avoided, H&H will prepare the appropriate submittal materials to document the avoidance. The results of the PJD/BV (see Task 2) will be utilized for permitting. Permits to the LCSMC will be submitted by the Client and paper copies will not be provided. Because this is a LCDOT public roadway project within Lake County, the permit will be reviewed by the LCSMC.

H&H understands these permits to specifically include the wetland provisions portion of the Lake County Watershed Development Permit (WDP) submittal to LCSMC. Time under this task includes one pre-application meeting with the LCSMC, if needed. All permit submittals will be prepared by H&H's Lake County Certified Wetland Specialists (CWS). Permitting fees have not been included in this proposal and are the responsibility of Client; however, H&H will discuss any appropriate fees with Client prior to all permit submittals.

As this project will be processed through the Illinois Department of Transportation (IDOT), H&H anticipates that biological and cultural clearances will be obtained through IDOT. These clearances will be used in the permit development. This scope does not include special surveys for threatened or endangered species as these typically require significant efforts in site investigations, such as trapping, overnight observations, stream investigations for fish and mussels, and habitat surveys. If the U.S. Fish and Wildlife Service (USFWS) or the Illinois Department of Natural Resources (IDNR) require additional surveys for listed species, a separate cost estimate will be prepared based on the type of species that are being investigated.

If the project utilizes state or state pass through funding, the project will be required to follow the guidelines of the Illinois Interagency Wetland Policy Act (IWPA). The Illinois IWPA requires mitigation of all wetland impacts, regardless of size. Additionally, the Illinois IWPA recognizes all wetlands and is not subject to the limitations on isolated wetlands that is the current policy of the USACE. On-site mitigation through the Illinois IWPA is recognized as within one mile of the project site. If on-site mitigation is not feasible, mitigation can be conducted off-site or through mitigation banks, but at a higher mitigation ratio.

Wetland mitigation design, plan preparation, monitoring, and management are not included in this scope of work as it is assumed that LCDOT will utilize their sole source wetland mitigation site near Arlington Heights and Buffalo Grove. Should USACE or LCSMC require mitigation other than the use of the LCDOT mitigation site, H&H will coordinate with Client with regard to the other mitigation options to obtain the appropriate wetland mitigation. All fees associated with obtaining outside wetland banking credits are not included in this scope of work and are the responsibility of Client. Wetland mitigation banking coordination with the USACE, LCSMC, and an appropriate wetland banker is not included in this scope of work.

#### **Task 6 - Preliminary Environmental Site Assessment (PESA)**





H&H/GZA will conduct a PESA for the local roads portions of the Project Corridor along Hunt Club Road from approximately 700-feet north of IL-132/Grand Avenue (east side), extending south along Hunt Club Road to Dada Drive (east side). This 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 1527-21.
- Chapter 27-3 of the IDOT Bureau of Design and Environment (BDE) (December 2019) Manual. The IDOT BDE Manual was published September 2012 and Revised August 2023.
- 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 Project Corridor 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 Project Corridor will be evaluated. A site walkover of potential right-of-way (ROW)/project areas designated for excavation and/or acquisition will be conducted for first-hand evaluation of current environmental conditions within the Project Corridor. 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 will also be evaluated in accordance with ASTM protocols.

C. Records Review

A records review will be conducted to determine potential environmental concerns within the Project Corridor. This 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 limits of the Project Corridor. Specifically, H&H/GZA 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 Illinois Environmental Protection Agency (IEPA) to obtain additional data pertaining to identified sites.

D. Report Preparation

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

- The project location and description;
- Historical uses of Project Corridor;
- The area geology and hydrology;
- The environmental status of sites adjacent to the Project Corridor regarding chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, hazardous waste, and PCBs;
- An analysis of the site inspection; and



- A summary of the findings regarding environmental concerns. The Potentially Impacted Properties (PIPs) will be assessed, per Subpart F, Section 1100, 35 IAC, related to Clean Construction or Demolition Debris (CCDD) management and in general conformation with IDOT memorandums.

#### **Task 7: Tree Survey/Data Collection**

H&H/GZA will conduct a tree survey for portions of the Project Corridor along Hunt Club Road from approximately 700-feet north of IL-132/Grand Avenue (east side), extending south along Hunt Club Road to Dada Drive (east side). The work will be completed within the proposed limits of construction, which will also include trees whose critical root zone is present within the project limits at these locations. H&H/GZA will identify the trees to species level and determine health, structure, and origin. H&H/GZA will note whether any trees are of exceptional size and condition. H&H/GZA will also determine which trees are worth avoidance, if any. The tree survey will follow the LCFPD *Licenses and Easement Ordinance* (Ordinance) tree survey requirements if any trees fall within forest preserve property with any trees outside of the forest preserve being surveyed using IDOT Policy D&E 18 for the preservation and removal of trees.

The LCFPD Ordinance specifies all trees with a diameter at breast height (DBH) of three (3) inches or greater as well as trees with a DBH of less than three inches when such have been intentionally planted for landscaping, environmental mitigation, or habitat preservation/enhancement purposes be identified. Shrubs greater than three (3) inches DBH will also be assessed on LCFPD property. The Ordinance allows stands of low-quality shrubs to be surveyed and documented by estimating the number of individuals in the colony. The tree survey will be supervised by an International Society of Arboriculture (ISA) Certified Arborist.

This proposal assumes that all surveyed trees and shrubs will be located via others at the direction of Client from which shapefiles will be developed. The compiled shapefiles will be submitted to the Client.

This proposal includes an assessment of northern long-eared bat (NLEB; *Myotis septentrionalis*) habitat within the proposed ROW. The NLEB assessment only entails an assessment of the potential for individual trees and forest resources to provide suitable habitat for NLEB and does not include a survey for specific bat surveys via mist netting or echolocation surveys within the project or adjacent areas.

#### **Task 8: Tree Survey Report**

After trees are evaluated by H&H/GZA within the project limits, a tabulation of trees will be compiled to summarize tree resources and potential impacts. The report will include details on tree species, size, health, structure, origin (volunteer or landscaped tree), and any identified specimen and exceptional trees and will be provided to the Client in electronic PDF format only. This task does not include coordination with the LCFPD or any other agency for tree mitigation.

#### **Task 9: Project Administration**

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.

#### **Task 10: 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**

Estimated hours and costs to complete the proposed scope of services are attached using the IDOT BLR 05514 CPFF worksheets. USACE coordination and permitting through LCSMC will be initiated based on the project schedule. If an



expedited schedule is necessary, H&H will coordinate with Client to establish a schedule that is appropriate for the project needs.

The PESA work is proposed for completion within eight (8) weeks of being issued the notice to proceed. It is recommended the PESA work is completed prior to or concurrently with the PSI/CCDD work.

PSI/CCDD work will commence within 5 days of the notice to proceed and will require up to twelve (12) weeks to complete and it is recommended to complete this task within 1-year of construction for CCDD considerations. If an expedited schedule is necessary, H&H will coordinate with Client to establish a schedule that is appropriate for the project needs. The cost estimate for this scope of work is presented in the attached Cost Estimate of Consultant Services (CECS). Costs will be invoiced as a cost-plus fixed fee.

The growing season in Lake County extends from May 1 to October 1. Therefore, fieldwork for wetlands will not begin until May 2025. A separate wetland report will be prepared within 6 weeks of the completion of the fieldwork.



#### 4. ACCEPTANCE

##### CONDITIONS OF ENGAGEMENT

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

##### ACCEPTANCE

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

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

Very truly yours,

Huff & Huff, Inc.

Jeremy J. Reynolds, P.G.  
Associate Principal/Vice President

James Novak, PWS  
Associate Principal/Vice President

Attachments: Terms and Conditions  
Cost Sheets

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.



October 17, 2024  
Benesch – Phase II Environmental Services  
81.P013094.24 – Hunt Club Road at Stearns School Road, Gurnee, Lake County, Illinois  
*ATTACHMENTS*

## **ATTACHMENT 1**

### **Terms and Conditions**





## TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

© 2023 by Huff & Huff, Inc., a Subsidiary of GZA GeoEnvironmental, Inc.

Client ("You"): Alfred Benesch & Company

Proposal No: 81.P013094.25

Site: Hunt Club Rd at Stearns School Rd Ph II

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 above.

**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 (the "Services"). 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 professional 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.
  - c. **EXCEPT AS SET FORTH IN SUBSECTIONS 2a ABOVE, NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY H&H'S PROPOSAL OR BY ANY OF H&H'S ORAL OR WRITTEN REPORTS.**
  - d. H&H assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.
3. **Payment.**
  - a. Except as otherwise stated in the Proposal, you will compensate H&H for the Services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
  - b. Any retainer specified in H&H's Proposal shall be due prior to the start of Services and will be applied to the final invoice for Services.
  - c. H&H will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. H&H may terminate the 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 (including costs for time expended by in-house counsel, which will be charged to you at the prevailing market rate for attorneys of similar experience practicing in the jurisdiction).
4. **Your Responsibilities.**
  - a. Except as otherwise agreed in writing, you will secure the access agreements, 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 (including, if applicable, asbestos containing materials ["ACM"]) 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 contractor or 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 defend, indemnify and hold harmless, to the fullest extent permitted by law, you and H&H and its officers, directors, members, partners, agents, employees, and subconsultants (the "H&H Indemnitees"), 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 to ensure that such policies are primary and noncontributory with regard to the above indemnity obligations; 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 (but in any event prior to the commencement of the Services) 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 the H&H Indemnitees for any claims by the Site owner related to alleged trespass by H&H or its subcontractors. Although H&H will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site, you acknowledge that some damage may occur even with the exercise of due care 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 Agreement 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. YOU SHALL INDEMNIFY AND HOLD HARMLESS THE H&H INDEMNITEES FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM ANY USE, REUSE, OR MODIFICATION OF THE DOCUMENTS WITHOUT WRITTEN VERIFICATION, COMPLETION, OR ADAPTATION BY H&H AND SUCH LIMITED LICENSE TO YOU SHALL NOT CREATE ANY RIGHTS IN THIRD PARTIES.**

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, Certified Hazardous Materials Managers,, 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, including, if applicable, ACMs (the "Wastes") are removed from the Site, you will sign manifests naming you as the generator of the Wastes (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 Wastes are taken. H&H will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any Wastes 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 Wastes at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold the H&H Indemnitees 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 any Wastes.

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 the Services (including, without limitation, 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 the 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 the Services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws, regulations, court orders and professional obligations. 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 the H&H Indemnitees 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 written notice of such claim is 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. To the extent damages are covered by property insurance or any other insurance, both you and H&H waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in this Agreement. The you or H&H, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**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. However, where non-payment of an invoice has occurred and H&H sends you a final demand letter for payment, your failure to respond within ten (10) days of receipt (or, for certified mail, the date of the first attempt to deliver the letter to your address of record if you ultimately do not accept receipt of the letter) of such letter will be deemed to be a waiver of your right to enforce this mediation clause and H&H may immediately file suit to enforce the terms of this Agreement.

**20. Miscellaneous.**

- a. This Agreement and all claims relating thereto shall be governed by the substantive and procedural laws of the State of Illinois, as they presently exist or may hereafter be amended, without regard to principles of conflict of laws.
- 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. No modification of these Terms and Conditions will be binding against H&H unless specifically approved in writing by a Principal of H&H.
- d. Having received these Terms and Conditions, your oral authorization to commence Services, your acceptance of performance of the 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, even if signed by an authorized representative of H&H.
- 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, reimbursement, insurance proceeds or grant funds 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.
- k. Any reports generated by H&H will be subject to H&H's standard report limitations for that particular type of report.

**21. Asbestos Abatement Services (If Applicable).** If the Services include asbestos abatement services, then the following terms and conditions will apply and will supersede any conflicting terms contained elsewhere in this Agreement.

- a. You acknowledge that conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of those conditions, despite due professional care. H&H therefore cannot guaranty specific results such as the identification or removal of all asbestos or other contamination.





22. **Microbial Services (If Applicable).** If the Services include microbial services, then the following terms and conditions will apply and will supersede any conflicting terms contained elsewhere in this Agreement.
- a. You recognize that meeting the standard of care does not establish an assurance that corrective procedures will be permanent. Because Microbial infestations are created by near-omnipresent living microscopic spores, grows very quickly and are influenced by nanoclimatological conditions that are very difficult to detect and sources of water intrusion, elevated moisture or relative humidity over which H&H has neither control or responsibility, H&H cannot and does not claim that its Services will eliminate the risk of a Microbial infestation recurring.
  - b. You acknowledge that the Services entail risk of personal injury and property damage (including cross-contamination) that cannot be avoided, even with the exercise of due care. You also acknowledge that environmental conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due care. H&H therefore cannot guaranty specific results such as the identification of all contamination or other environmental conditions or problems nor their resolution.
  - c. You acknowledge that Microbial infestations may be hidden from view and concealed in locations that are difficult to discover. Accordingly, you agree that despite H&H's efforts, some Microbial locations may remain undetected. In such situations, you agree that you will have no claim against H&H provided H&H followed all applicable laws and regulations pertaining to the Work.
  - d. For purposes of this Agreement, Microbial is defined as any and all fungal and/or bacterial growth including but not limited to mold, mildew, yeast, fungus, fungi, bacteria, spores, odors, particulates, vapors, gas, or other emissions produced by or arising out of or toxins emanating therefrom.
  - e. You further agree that where H&H shall performs Services intended to minimize the risk of Microbial infestations, H&H shall not be liable for damages resulting from Microbial contamination including but not limited to fungal or bacterial infestations and water damage or dry or wet rot and you agree to waive any Microbial infestation claim(s) against H&H, and you agree to indemnify, defend and hold the H&H Indemnitees harmless from any claim alleging that H&H's Services caused or aggravated a Microbial infestation or did not prevent a Microbial infestation from re-occurring.



October 17, 2024  
Benesch – Phase II Environmental Services  
81.P013094.24 – Hunt Club Road at Stearns School Road, Gurnee, Lake County, Illinois  
**ATTACHMENTS**

## **ATTACHMENT 2**

### **IDOT BLR 05514 Format Cost sheets**



EXHIBIT D  
COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET  
FIXED RAISE

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
Lake County Division of Transportation	Lake	22-00095-20-CH
<b>Prime Consultant (Firm) Name</b>	<b>Prepared By</b>	<b>Date</b>
Alfred Benesch & Company	LR/JJR/JCN	8/30/2024
<b>Consultant / Subconsultant Name</b>	<b>Job Number</b>	
Huff & Huff, Inc., a subsidiary of GZA, Inc.		

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

**Remarks**

Hunt Club Rd at Stearns School Rd Phase II with additional area 700-feet north of 132 to Dada Drive.

PAYROLL ESCALATION TABLE

CONTRACT TERM	18	MONTHS	OVERHEAD RATE	190.00%
START DATE	10/1/2024		COMPLEXITY FACTOR	0
RAISE DATE	3/1/2025		% OF RAISE	2.00%
END DATE	3/31/2026			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	10/1/2024	3/1/2025	5	27.78%
1	3/2/2025	3/1/2026	12	68.00%
2	3/2/2026	4/1/2026	1	5.78%

The total escalation = 1.56%

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
Lake County Division of Transportation	Lake	22-00095-20-CH
<b>Consultant / Subconsultant Name</b>		<b>Job Number</b>
Huff & Huff, Inc., a subsidiary of GZA, Inc.		

## PAYROLL RATES

### EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	1.56%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$85.96	\$86.00
Associate Principal III	\$83.37	\$84.67
Associate Principal II	\$76.21	\$77.40
Associate Principal I	\$70.09	\$71.18
Senior Project Manager II	\$60.37	\$61.31
Senior Landscape Architect	\$61.47	\$62.43
Senior Planning PM	\$59.03	\$59.95
Senior Technical Specialist II	\$62.64	\$63.62
Senior Technical Specialist I	\$56.06	\$56.93
Senior Technical Scientist	\$57.15	\$58.04
Scientist PM II	\$53.34	\$54.17
Scientist PM I	\$46.97	\$47.70
Assistant PM Scientist	\$38.94	\$39.55
Environmental Engineer PM I	\$47.00	\$47.73
Assistant PM Engineer I	\$38.41	\$39.01
Engineer II	\$31.75	\$32.24
Engineer I	\$35.69	\$36.25
Scientist SI	\$34.29	\$34.82
Scientist SII	\$30.16	\$30.63
Technical Graphics Technician	\$27.73	\$28.16
Administrative Executive	\$52.42	\$53.24
Senior Administrative Assistant	\$36.31	\$36.88
Project Administrator	\$38.47	\$39.07
Billing Administrator	\$26.00	\$26.41
Environmental Scientist I Intern	\$28.00	\$28.44
Administrative Assistant	\$25.73	\$26.13

**Local Public Agency**

Lake County Division of Transportation

**County**

Lake

**Section Number**

22-00095-20-CH

**Consultant / Subconsultant Name**

Huff &amp; Huff, Inc., a subsidiary of GZA, Inc.

**Job Number****DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	600	\$0.67	\$402.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost	16	\$4.50	\$72.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)	2	\$2,950.00	\$5,900.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)	26	\$740.00	\$19,240.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Driller	Actual Cost	2	\$2,950.00	\$5,900.00
Photoionization detector	Daily Rate	2	\$100.00	\$200.00
Field Kit - Expendible Materials	Daily Rate	2	\$35.00	\$70.00
Database	Actual Cost	1	\$250.00	\$250.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$32,034.00</b>



Lake County Division of Transportation

Lake

22-00095-20-CH

Huff & Huff, Inc., a subsidiary of GZA, Inc.

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EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

COMPLEXITY FACTOR

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
PSI/CDD	31,462	98	3,504	6,658	1,156	0	11,318	13.22%
Wetland delineation	170	21	999	1,897	330	0	3,226	3.77%
Wetland Report	0	55	2,380	4,523	786	0	7,689	8.98%
USACE Coordination	0	13	772	1,467	255	0	2,494	2.91%
LCSMC permitting	0	35	1,724	3,275	569	0	5,568	6.51%
PESA	284	50	2,064	3,922	681	0	6,667	7.79%
Tree Survey / Data Collection	119	40	2,257	4,288	745	0	7,290	8.52%
Tree Survey Report	0	18	861	1,636	284	0	2,781	3.25%
Project Admin	0	7	458	870	151	0	1,479	1.73%
QA/QC	0	23	1,560	2,964	515	0	5,039	5.89%
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Subconsultant DL							\$0.00	
Direct Costs Total ==>	\$32,034.00						\$32,034.00	37.43%
TOTALS		360	16,579	31,500	5,472	-	85,585	100.00%

48,079

## Local Public Agency

Lake County Division of Transportation

## County

Lake

## Section Number

22-00095-20-CH

## Consultant / Subconsultant Name

Huff &amp; Huff, Inc., a subsidiary of GZA, Inc.

## Job Number

**AVERAGE HOURLY PROJECT RATES**  
**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			PSI/CCDD			Wetland delineation			Wetland Report			USACE Coordination			LCSMC permitting		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	86.00	0.0																	
Associate Principal III	84.67	0.0																	
Associate Principal II	77.40	17.0	4.72%	3.65	1	1.02%	0.79				2	3.64%	2.81	2	15.38%	11.91	2	5.71%	4.42
Associate Principal I	71.18	9.0	2.50%	1.78	1	1.02%	0.73												
Senior Project Manager II	61.31	0.0																	
Senior Project Manager I	57.44	2.0	0.56%	0.32	1	1.02%	0.59												
Senior Landscape Architect	62.43	0.0																	
Senior Planning PM	59.95	4.0	1.11%	0.67															
Senior Technical Specialist II	63.62	42.0	11.67%	7.42															
Senior Technical Specialist I	56.93	0.0																	
Senior Technical Scientist	58.04	65.0	18.06%	10.48				12	57.14%	33.17	18	32.73%	18.99	10	76.92%	44.65	18	51.43%	29.85
Scientist PM II	54.17	0.0																	
Scientist PM I	47.70	4.0	1.11%	0.53															
Assistant PM Scientist	39.55	45.0	12.50%	4.94	10	10.20%	4.04												
Environmental Engineer PM I	47.73	5.0	1.39%	0.66	5	5.10%	2.44												
Assistant PM Engineer I	39.01	0.0																	
Engineer II	32.24	0.0																	
Engineer I	36.25	40.0	11.11%	4.03	40	40.82%	14.79												
Scientist SI	34.82	66.0	18.33%	6.38				6	28.57%	9.95	28	50.91%	17.73				14	40.00%	13.93
Scientist SII	30.63	32.0	8.89%	2.72	32	32.65%	10.00												
Technical Graphics Technician	26.16	21.0	5.83%	1.64	7	7.14%	2.01	2	9.52%	2.68	6	10.91%	3.07						
Administrative Executive	53.24	0.0																	
Senior Administrative Assistant	36.88	8.0	2.22%	0.82	1	1.02%	0.38	1	4.76%	1.76	1	1.82%	0.67	1	7.69%	2.84	1	2.86%	1.05
Project Administrator	39.07	0.0																	
Billing Administrator	26.41	0.0																	
Environmental Scientist I Intern	28.44	0.0																	
Administrative Assistant	26.13	0.0																	
<b>TOTALS</b>		360.0	100%	\$46.05	98.0	100.00%	\$35.76	21.0	100%	\$47.55	55.0	100%	\$43.28	13.0	100%	\$59.39	35.0	100%	\$49.26

Local Public Agency  
Lake County Division of Transportation  
Consultant / Subconsultant Name  
Huff & Huff, Inc., a subsidiary of GZA, Inc.

County  
Lake

Section Number  
22-00095-20-CH  
Job Number

AVERAGE HOURLY PROJECT RATES  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	PESA			Tree Survey / Data Collection			Tree Survey Report			Project Admin			QA/QC					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	86.00																		
Associate Principal III	84.67																		
Associate Principal II	77.40	2	4.00%	3.10							2	28.57%	22.11	6	26.09%	20.19			
Associate Principal I	71.18	1	2.00%	1.42							1	14.29%	10.17	6	26.09%	18.57			
Senior Project Manager II	61.31																		
Senior Project Manager I	57.44	1	2.00%	1.15															
Senior Landscape Architect	62.43																		
Senior Planning PM	59.95													4	17.39%	10.43			
Senior Technical Specialist II	63.62				30	75.00%	47.71	8	44.44%	28.27				4	17.39%	11.06			
Senior Technical Specialist I	56.93																		
Senior Technical Scientist	58.04										4	57.14%	33.17	3	13.04%	7.57			
Scientist PM II	54.17																		
Scientist PM I	47.70	4	8.00%	3.82															
Assistant PM Scientist	39.55	35	70.00%	27.68															
Environmental Engineer PM I	47.73																		
Assistant PM Engineer I	39.01																		
Engineer II	32.24																		
Engineer I	36.25																		
Scientist SI	34.82				10	25.00%	8.71	8	44.44%	15.48									
Scientist SII	30.63																		
Technical Graphics Technician	28.16	8	12.00%	3.38															
Administrative Executive	53.24																		
Senior Administrative Assistant	36.88	1	2.00%	0.74				2	11.11%	4.10									
Project Administrator	39.07																		
Billing Administrator	26.41																		
Environmental Scientist I Intern	28.44																		
Administrative Assistant	26.13																		
TOTALS		50.0	100%	\$41.28	40.0	100%	\$56.42	18.0	100%	\$47.85	7.0	100%	\$65.45	23.0	100%	\$67.82	0.0	0%	\$0.00



September 27, 2024

To: Sylvan Popovici, PE  
Project Manager  
Alfred Benesch & Company  
35 W. Wacker Drive, Suite 3300  
Chicago, Illinois 60601

Re: Proposal - Geotechnical Exploration  
Proposed Hunt Club Road and Stearns  
School Road Improvements Phase II  
Warrant Township, Illinois

Proposal No. Q24.473g

Via email: [SPopovici@benesch.com](mailto:SPopovici@benesch.com)

Dear Mr. Popovici,

Rubino Engineering, Inc. (Rubino) is pleased to submit the following proposal to provide geotechnical engineering services for the above referenced project. Rubino received a request for proposal from Sylvan Popovici of Alfred Benesch & Company via email on August 26, 2024.

### PROJECT UNDERSTANDING

Rubino understands that Alfred Benesch & Company is working with LCDOT for Phase II improvements to the Hunt Club Road and Stearns School Road project in Warren Township, Illinois.

#### Information received:

- RFP email from Sylvan Popovici of Alfred Benesch & Company on August 26, 2024.
- "10885\_P&P11" prepared by Alfred Benesch & Company dated July 30, 2024.

### Field Services Scope of Services Summary

Additional Scope discussion can be found in subsequent pages of this proposal

<b>Site Access</b>	Open site – County Roads LCDOT Permitting
<b>Field Equipment / Soil Sampling Method</b>	Track-mounted Geoprobe Drill Rig
<b>Traffic Control Needs</b>	Single Lane Closure
<b>Boring Location Plan</b>	See below for aerial / KMZ
<b>Soil Sampling</b>	IDOT SPT – 2 ½ ft to 30 ft, 5 ft thereafter
<b>Backfill Needs</b>	Cuttings, excess spoils remain on site
<b>Patching</b>	DOT Mix non-shrink grout or similar existing material
<b>Site Protection or Restoration included</b>	None
<b>Groundwater Readings</b>	During drilling and upon auger removal

#### Boring Depths

To obtain data to evaluate subsurface conditions within the proposed development/construction areas. Rubino proposes the drilling scope of work as detailed below:

NUMBER OF BORINGS	DEPTH (FEET BEG*)	LOCATION	SPT SAMPLING INTERVALS	SOIL CLASSIFICATION METHOD
4	30	Proposed cantilever sign locations, TBD	2 ½ ft to 30 ft, 5 ft intervals thereafter	IDH (Rimac)

**4 Total Borings      120 Total Lineal Feet**

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 DISCUSSION

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

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

#### Traffic Control

Rubino anticipates that traffic control will be necessary along both Stearns School Road and Hunt Club Road. Rubino will subcontract a traffic control company to provide flaggers and/or a single lane closure with working times between 8am and 3pm.

#### Boring Locations

Boring locations will be determined once the locations of the proposed signs are. 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

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 **30 feet**.

#### Completion of Borings

Upon completion of drilling, the borings will be backfilled with soil cuttings and capped with **non-shrink 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.

### Geotechnical 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	ESTIMATED QUANTITY	SAMPLE TYPE
Natural Moisture Content	48	Cohesive Samples
Atterberg Limits	4	Split spoon, bulk, or Shelby Tube

### **Summary Report**

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

- *Summary of client-provided project information and report basis*
- *Soil Strength (Qu) from Rimac*
- *Overview of field and laboratory tests performed including results*

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

### **PROJECT SCHEDULE**

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

Task	Number of Working Days
Utility clearance and rig mobilization	5 – 10
Field work including site layout and drilling	2
Geo Laboratory Testing and Reporting	15 - 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.

### **UTILITY LOCATE AND OUTSIDE SERVICES**

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 privately owned utility locates being coordinated by the owner prior to drill rig mobilization.

### **FEES**

Rubino proposes to charge the fee for performance of the outlined scope of services on a cost plus fixed fee basis per the attached CECS.

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

### **Scope Limitations**

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

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

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. The proposed lump-sum fee is based on the 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

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

MAL/file

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

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



**PROPOSAL ACCEPTANCE:**

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

**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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Email: \_\_\_\_\_ Email: \_\_\_\_\_
7. Invoicing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_
8. Other Pertinent Information Or Previous Subsurface Information Available:  
\_\_\_\_\_  
\_\_\_\_\_

**Rubino Engineering, Inc.**  
**2024 Schedule of Geotechnical Services & Fees**

**ENGINEERING**

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

Principal Engineer	Per Hour	\$	185.00
Project Engineer/Manager	Per Hour	\$	135.00
Engineering Field Technician / Field Engineer / Field Geologist	Per Hour	\$	115.00

**SUBSURFACE EXPLORATION**

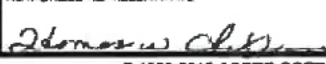
Mobilization and moving of truck-mounted drilling equipment and crew (50-mile radius)	Per Trip	\$	650.00
Hourly Rate Drilling	Per Hour	\$	475.00
Thin Wall Tubes (ASTM D-1587)	Each	\$	50.00

**LABORATORY TESTING**

Moisture Content Test / Visual Classification	Each	\$	8.90
Atterberg Limits Determination (LL, PL)	Each	\$	65.00

**FEE REMARKS**

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

<b>Client#:</b> 1171577		<b>RUBINENG</b>		<b>DATE (MM/DD/YYYY)</b> 9/13/2023	
<b>ACORD - CERTIFICATE OF LIABILITY INSURANCE</b>					
<small>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</small>					
<small>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).</small>					
<b>PRODUCER</b> USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200			<b>CONTACT</b> Laurie Cloninger PHONE (A/C No. Ext): 630 625-5219 FAX (A/C No.): 610 537-4838 EMAIL ADDRESS: AECertificates@usi.com		
<b>INSURED</b> Rubino Engineering, Inc. 425 Shepard Dr Elgin, IL 60123			<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
			INSURER A: RLI Insurance Company		13066
			INSURER B: Pacific Insurance Company		10046
			INSURER C:		
			INSURER D:		
			INSURER E:		
<b>COVERAGES</b> <b>CERTIFICATE NUMBER:</b> <b>REVISION NUMBER:</b>					
<small>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</small>					
<b>REQ. ALTH</b>	<b>TYPE OF INSURANCE</b>	<b>ADDITIONAL INSURED</b>	<b>POLICY NUMBER</b>	<b>POLICY EFF. DATE (MM/DD/YYYY)</b>	<b>POLICY EXP. DATE (MM/DD/YYYY)</b>
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		PSB0003777	09/01/2023	09/01/2024
					<b>LIMITS</b>
					EACH OCCURRENCE: \$1,000,000
					DAMAGE SUSTAINED: \$1,000,000
					MED EXP (Any one person): \$10,000
					PERSONAL & ADY INJURY: \$1,000,000
					GENERAL AGGREGATE: \$2,000,000
					PRODUCTS - COMP OF AGG: \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY: <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PSA0001861	09/01/2023	09/01/2024
					<b>LIMITS</b>
					COMBINED SINGLE LIMIT: \$1,000,000
					BODILY INJURY (Per person): \$
					BODILY INJURY (Per accident): \$
					PROPERTY DAMAGE (Per person): \$
					PROPERTY DAMAGE (Per accident): \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED:      RETENTION: \$		PSE0002142	09/01/2023	09/01/2024
					<b>LIMITS</b>
					EACH OCCURRENCE: \$5,000,000
					AGGREGATE: \$5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR PARTNER EXECUTIVE OFFICER/MANAGER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		PSW0002788	09/01/2023	09/01/2024
					<b>LIMITS</b>
					E.L. EACH ACCIDENT: \$1,000,000
					E.L. DISEASE - EA EMPLOYEE: \$1,000,000
					E.L. DISEASE - POLICY LIMIT: \$1,000,000
B	<input checked="" type="checkbox"/> Professional Liability		83OH056719923	09/01/2023	09/01/2024
					<b>LIMITS</b>
					\$2,000,000 each claim / \$4,000,000 annual aggr.
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</b> Professional Liability is written on a 'claims made' policy form. Some or all officers are excluded from Workers Compensation coverage.					
<b>CERTIFICATE HOLDER</b> Rubino Engineering, Inc. 425 Shepard Dr. Elgin, IL 60123			<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 		
<small>© 1988-2015 ACORD CORPORATION. All rights reserved.</small>					
<small>ACORD 25 (2016-03) 1 of 1 The ACORD name and logo are registered marks of ACORD 6541798281/M41674790 JDPZP</small>					

## GENERAL CONDITIONS

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

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

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

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

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

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

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

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

**9. STANDARD OF CARE:** RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

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

**10. INDEMNITY:** To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

**11. TERMINATION:** This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related charges.

**12. DISPUTE RESOLUTION:** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

**13. WITNESS FEES:** Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

**14. NO HIRE:** Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

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

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

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

**Rubino Engineering, Inc.**



Local Public Agency

LCDOT

County

Lake

Section Number

Consultant / Subconsultant Name

Rubino Engineering, Inc.

Job Number

Q24.473g

**DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	6	\$65.00	\$390.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)	2	\$2,500.00	\$5,000.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)	1	\$783.20	\$783.20
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Drill Rig Mobilization	In House Direct Cost	2	\$700.00	\$1,400.00
				\$0.00
				\$0.00
				\$0.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$7,573.20</b>



LCDOT

Lake

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Rubino Engineering, Inc.

Q24.473g

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

COMPLEXITY FACTOR

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Rubino Engineering, Inc.

Q24.473g

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL	AVG	TOTAL PROJ. RATES			Drilling and Reporting														
CLASSIFICATION	HOURLY RATES	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Material Tester 1 & 2	45.90	0.0																	
Project Manager / Engineer	52.34	6.0	8.82%	4.62	6	8.82%	4.52												
Staff Engineer / Geologist	38.63	26.0	38.24%	14.77	26	38.24%	14.77												
Laboratory Staff	33.35	2.0	2.94%	0.98	2	2.94%	0.98												
Principal	78.17	2.0	2.94%	2.30	2	2.94%	2.30												
Driller	67.74	32.0	47.06%	31.88	32	47.06%	31.88												
Administrative	30.22	0.0																	
		0.0																	
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TOTALS		68.0	100%	\$54.55	68.0	100.00%	\$54.55	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

**AGREEMENT FOR  
LAND ACQUISITION CONSULTING SERVICES**

**Benesch  
Hunt Club Road at Stearns School Road**

AGREEMENT between Mathewson Land Services, Inc. (MLS) whose address is 2024 Hickory Road, Suite 205, Homewood, Illinois 60430 and Benesch (BENESCH), whose address is 35 W. Wacker Drive, Suite 3300, Chicago, Illinois 60601.

MLS shall provide to BENESCH, on behalf of the Lake County Division of Transportation (LCDOT), consulting services for the acquisition of right of way for the Hunt Club Road at Stearns School Road Project (PROJECT).

The PROJECT shall consist of the acquisition of approximately 10 parcels.

MLS shall perform the following services:

1. Appraisal
2. Appraisal Review
3. Negotiation
4. Closing
5. IDOT Certification
6. Project Management
7. Direct Expenses

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

BENESCH shall compensate MLS for the services provided under this AGREEMENT as provided in Exhibit B: Compensation attached hereto. The total amount of compensation authorized by this agreement is not to exceed \$218,750.00.

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

Submitted this 29th day of August, 2024.

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2024.

**Mathewson Land Services, Inc.**

**Benesch**

By: 

Mark D. Mathewson  
President

By: \_\_\_\_\_

## **EXHIBIT A: SCOPE OF SERVICES**

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

1. Appraisal
2. Appraisal Review
3. Negotiation
4. Closing
5. IDOT Certification
6. Project Management
7. Direct Expenses

All services called for in this AGREEMENT will be conducted by an individual or individuals whose qualifications have been approved by the Illinois Department of Transportation, when applicable. All service providers shall be subject to Lake County approval.

All services within the scope of this AGREEMENT shall be performed, where applicable, in accordance with the IDOT Land Acquisition Policies and Procedures Manual, hereinafter referred to as the LAPPM.

### **APPRAISALS**

Determinations of fair market value performed by the Appraiser shall be in accordance with the LAPPM.

The Appraiser shall make a detailed inspection of the properties and make such investigations and studies as are necessary to derive sound conclusions for the preparation of appraisal reports.

Valuations shall be prepared as outlined in the LAPPM. The format to be used shall be one of the following types as described in the LAPPM:

- Non-Complex Appraisal Report
- Complex Appraisal Report

The Appraiser is to determine which type of appraisal format should be used for each parcel and obtain the LCDOT's concurrence. MLS shall provide a copy of an appraisal of each parcel together with Improvement Disposition Values form to be submitted to the LCDOT for approval.

For all fee simple acquisitions and any Permanent or Temporary Easement involving compensation greater than \$10,000.00, the Appraisal Report shall include the appraiser's opinion as to the value of the Total Holding.

Property needed shall be acquired by fee simple, dedication, permanent easement, temporary use permit, or temporary easement as determined and shown on the right of way plan furnished by BENESCH.

It may be necessary for a completed appraisal to be updated for condemnation purposes or revised due to a change in the ROW plat or due to new information provided by the LCDOT or BENESCH. These updates or revisions will be assigned to the Appraiser in a separate work order as the need arises. An Appraiser's revision of the appraisal due to the Review Appraiser's comments or corrections does not constitute an update or revision that would necessitate a separate work order.

On parcels that require the acquisition of a residence, it may be necessary for the Appraiser to perform an additional analysis to determine an allocated value for the residence and home site as separate from the whole parcel to be acquired. This would be needed for relocation purposes and is not to be included in the appraisal report. The cost for the additional appraisal analysis will be established in the work order for that appraisal.

The Appraiser shall prepare a comparable sales brochure in accordance with the LAPPM for each project and as directed by the LCDOT.

The Appraiser shall prepare grids that compare comparable sales to the subject parcel, where appropriate.

The Appraiser shall include land and improvement allocations in the comparable sales data section of all appraisals.

The Non-Complex Appraisal Report and Complex Appraisal Report, and an updated or revised appraisal report, shall be deemed complete when an acceptable appraisal report is submitted by MLS and approved by the LCDOT.

Appearances in court and/or pretrial conferences, which include depositions and preparation time for depositions and court, may be required for the appraisal services requested herein. The time spent at such appearance or appearances shall be made upon request of the LCDOT or its trial counsel and shall be paid for as specified in Exhibit B.

Appraiser may be asked to perform a Cost Analysis for appropriation purposes, said Cost Analysis shall be compensated as provided under Project Management.

Appraiser may be asked to provide a Comparable Sales Book as an on-going assignment independent of individual appraisals.

MLS staff may assist in the preparation of appraisal work.

## **REVIEW APPRAISALS**

All appraisals must be reviewed and certified by a Review Appraiser. Appraisal reviews performed by the Review Appraiser must be in accordance with the LAPPM. It is the Review Appraiser's responsibility to ensure that all items affecting the value of the property have been considered in the appraisal. A study of the comparable sales brochure is considered as part of the appraisal review.

The Review Appraiser must complete an Appraisal Review Certification for all appraisal reviews.

It may be necessary for a completed appraisal review to be updated due to a change in the ROW plat or due to new information provided by the LCDOT. These updates or revisions will be assigned to MLS in a separate work order as the need arises. A Review Appraiser's second or other subsequent review of an appraisal, rewritten by the appraiser due to the Review Appraiser's comments or corrections, does not constitute an update or revision to the appraisal review that would necessitate a separate work order.

The Appraisal Review for the Non-Complex Appraisal Report and Complex Appraisal Report, and an updated or revised appraisal review, shall be deemed complete when an acceptable Appraisal Review is submitted by MLS and approved by the LCDOT.

Appearances in court and/or pretrial conferences, which include depositions, may be required for the review appraisal services requested herein. The time spent at such appearance or appearances shall be made upon request of the LCDOT or its trial counsel and shall be paid for as specified in Exhibit B.

The Review Appraiser may be asked to review a Comparable Sales Book as an on-going assignment independent of individual appraisals.

MLS staff may assist in the preparation of review appraisal work.

## NEGOTIATIONS

The Negotiator is responsible for all land acquisition negotiations conducted under this AGREEMENT. Negotiations shall be in accordance with the LAPPM. The negotiator shall:

- Be the LCDOT's representative to the property owner.
- Work with the Project Manager to receive and understand the scope of work for each work order and the associated deadlines/time frames involved.
- Establish schedules for each activity and report the progress to the Project Manager to assure a quality product.
- Assure that the deadlines assigned are met.
- Maintain channels of communication.
- Provide a quality product.

Before the initiation of negotiations for each parcel, the LCDOT must approve the amount of just compensation. The Negotiator shall fully document on an ongoing basis all efforts made to acquire the parcel in the Negotiator's Report. Said report shall be available to the LCDOT as reasonably requested.

The Negotiator may recommend administrative settlements as outlined in the LAPPM. Administrative settlements will be determined by the LCDOT on an individual parcel basis.

In the event MLS, after having made every reasonable effort to negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, MLS shall prepare and submit a written report summarizing the progress of negotiations to date together with a copy of MLS's Negotiator's Report completed to date with the names and addresses of all interested parties. MLS's written report shall also include its recommendation for further procedure towards acquiring the parcel. The LCDOT may elect to prepare and forward a Final Offer letter (with copy to MLS) to the owner of the parcel and thereafter refer the matter to the State's Attorney's Office to proceed with preparation of a condemnation petition. In any case, the LCDOT reserves the right to require MLS to make additional negotiation contacts with the parcel owner up until the actual date of filing a petition to condemn the parcel.

The negotiation for a parcel will be deemed complete when all required documents necessary to obtain title approval are submitted and approved by the LCDOT. If a negotiated settlement cannot be reached, the negotiation for a parcel will be deemed complete when the documentation for eminent domain action is submitted and approved by the LCDOT, and the complaint is filed.

If requested to do so, MLS shall provide title review and an attorney's approval letter provided by Mathewson & Mathewson, P.C. for no additional cost.

Each Updated Negotiation or Revised Negotiation shall be paid for at the per parcel fee as specified in Exhibit B. An updated negotiation or revised negotiation is defined as additional negotiation work requested by the LCDOT due to new parcel information supplied by the LCDOT to MLS after first contact with the property owner. New parcel information could include, but is not limited to, significant changes in the area of the acquisition; updated (and modified) appraisal amounts that require revised negotiation documents; updated (and modified) title information that requires negotiations with additional property owner(s). Any additional work required to obtain title approval does not constitute an update or revision that would necessitate a separate work order.

Where the acquisition of a parcel involves the displacement of an owner or tenant occupant from a residence or any personal property thereof, MLS shall coordinate the offering of relocation assistance any payments to each displaced owner-occupant simultaneously with initiation of negotiations and to each displaced tenant-occupant within seven (7) days following initiation of negotiations for the parcel.

Appearances in court and/or pretrial conferences, which include depositions, may be required for the negotiation services requested herein. The time spent at such appearance or appearances shall be made upon request of the LCDOT or its trial counsel and shall be paid for as specified in Exhibit B.

## **CLOSINGS**

MLS shall attend or otherwise supervise the actual closing of each acquired parcel. It is anticipated that most closings will not require an escrow transaction but it is understood that certain acquisitions are best facilitated through an escrow closing.

## **IDOT CERTIFICATION**

MLS shall complete the IDOT D1 Bureau of Land Acquisition Right of Way Certification process on behalf of the LCDOT.

## **PROJECT MANAGEMENT**

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

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

As noted above, the Project Manager shall task the appraiser with preparing a Project Cost Analysis for appropriation and management purposes.



## **EXHIBIT B: COMPENSATION**

The services to be provided by MLS under this agreement shall be assigned and compensated as provided in the attached EXHIBIT B-1.

The sum total of all services provided for in this AGREEMENT shall not exceed **\$218,750.00**.

Direct Expenses shall include later date title charges, document copy fees, partial release fees, trustee fees, Title Insurance, Escrow closing fees, recording and other closing costs imposed by the title company.

It is understood that appearances in court and pretrial conferences may be required in relation to the negotiation services called for herein and it is agreed that such appearance or appearances shall be made upon request of the LCDOT or its trial counsel.

In event of such services being requested, they will be provided as follows:

- (a) Rate each half day or fraction thereof for time spent in pretrial conference \$1,000.00.
- (b) Rate each half day or fraction thereof for time spent in court \$1,000.00.

The fees for services shall include all transportation, food, lodging, telephone, or any other operating expenses incurred by MLS in the performance thereof.

# EXHIBIT B-1

## Lake County Division of Transportation Hunt Club Road @ Stearns School Road Land Acquisition Scope and Budget

Acquisition Type/Category	Count	Appraisal	Specialty Report	Review	Negotiation	Relocation	Closing	IDOT Cert	Total	Extension
Residential										
Permanent Take	6	\$5,000.00		\$2,000.00	\$5,000.00	See Note 2	\$1,500.00	\$1,000.00	\$14,500.00	\$87,000.00
Non-Residential										
General	4	\$6,500.00		\$2,500.00	\$7,500.00		\$2,000.00	\$1,000.00	\$19,500.00	\$78,000.00
Totals	10									\$165,000.00
Project Management	Hours	Rate	Extension							
Attorney	25	\$350.00	\$8,750.00							
Staff	20	\$250.00	\$5,000.00							
			\$13,750.00							\$13,750.00
Direct Expenses	10	\$2,000.00								\$20,000.00
										\$198,750.00
Revision and Relocation Contingency										\$20,000.00
Total										\$218,750.00

### Notes:

1. Contingency will be used as required for additional parcels, parcel revisions, owner changes and the like.
2. Any tenant relocation will be paid from contingency with a not to exceed fee of \$10,000.00. Final relocation scope of service shall be subject to Lake County Division of Transportation approval.

## **EXHIBIT C: TERMS AND CONDITIONS**

### **1. Parcels**

BENESCH shall provide MLS with relevant plats of highways, legal descriptions and construction plans for each parcel to be acquired. Each parcel shall consist of one or more basic parcels of land required as right of way for highway purposes to be acquired in fee simple title, and such other easements (temporary or permanent) for uses incidental to construction of the highway but which are not considered as part of the highway right of way, all of which are under the same ownership involving a complete contiguous parcel.

### **2. Termination**

BENESCH may terminate this AGREEMENT at any time and for any cause by a notice in writing to MLS. In the event of such termination, payment will be made to MLS for any completed services. Services in the process of completion shall be compensated for on an equitable basis and all incomplete parcel data collected in connection with them shall be turned over and become the property of the LCDOT; provided, however, this AGREEMENT be terminated solely because the progress or quality of work is unsatisfactory as determined by the LCDOT or BENESCH accepting this AGREEMENT, then no payment will be made or demanded by MLS for any services which have not been completed and delivered to BENESCH and the LCDOT prior to the date of said termination.

### **3. Project Materials**

- a. It is understood and agreed that the LCDOT shall be considered the sole owner of all plats, legal descriptions, ownership and occupancy records, forms of deeds and easements, title reports, and any and all other material furnished, prepared or obtained by MLS during the course of providing its services for the parcel and shall be maintained in a separate parcel file for the parcel assigned. MLS will provide a copy of the original file of the parcel during the course of the project to the LCDOT. MLS will provide a timely update of all documents that pertain to the parcel during the course of the project. Upon completion of the project the original file will be delivered to the LCDOT. Upon termination of this AGREEMENT for any cause or upon completion of the acquisition of the parcel or upon request of the LCDOT when acquisition is determined to be by Eminent Domain proceedings, MLS's parcel file shall be delivered to the LCDOT. MLS's parcel files shall be available for inspection or review of its contents by the LCDOT, Illinois Department of Transportation or Federal Highway Administration personnel at any time.
- b. Electronic copies shall be provided unless the LCDOT requests to the contrary.

### **4. Records Preservation**

MLS shall maintain, for a minimum of five years after the completion of the AGREEMENT, adequate books, records, and supporting documents to verify the amount, recipients, and uses

of all disbursements of funds passing in conjunction with the AGREEMENT; the AGREEMENT and all books, records, and supporting documents related to the AGREEMENT shall be available for review and audit by the LCDOT Auditor; and the MLS agrees to cooperate fully with any audit conducted by the Auditor and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the LCDOT for the recovery of any funds paid by the LCDOT under the AGREEMENT for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

## **5. Consultant Certifications and Representations**

- a. MLS certifies that MLS has read the certifications and assurances described in this AGREEMENT and in the Standard Provisions, and certifies that Mark D. Mathewson's signature on the AGREEMENT constitutes an endorsement and execution of each certification and assurance as though each were individually signed, and made on behalf of the contracting entity and its officers and each individual authorized to do work for the LCDOT under this AGREEMENT.
- b. MLS under penalties of perjury, certifies that 85-4092178 is its correct Federal Taxpayer Identification number. It is doing business as a Corporation.
- c. MLS certifies that it is not in default on an educational loan.
- d. MLS certifies that it is not barred from bidding on State of Illinois AGREEMENTs because of violations of State law regarding bid rigging or rotating. 720 ILCS 5/33E-3, 33E-4.
- e. MLS certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this AGREEMENT, or if a corporation, partnership, or other entity with 25 or more employees, have completed and signed a "DRUG-FREE WORKPLACE CERTIFICATION."
- f. MLS, under penalty of perjury under the laws of the United States, certifies that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds:
  - i. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  - ii. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
  - iii. does not have a proposed debarment pending; and

- iv. has not been indicted, convicted, or the subject of a civil judgment by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.
- g. MLS certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois nor has MLS made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of this company been so convicted nor made such an admission.
- h. MLS is hereby notified that the LCDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and Title 49, Code of Federal Regulations, Part 21, issued pursuant to such Act, will affirmatively insure that any AGREEMENT entered into pursuant to this AGREEMENT will be awarded without discrimination on the grounds of race, color, or national origin.
- i. MLS warrants and represents that it is fully qualified to provide the services hereunder provided for in this Agreement.

#### **6. Disclosures**

- a. MLS hereby certifies that if any conflict of interest arises, in any of the parcels subsequently assigned to it, it will immediately, within 5 business days of receipt, inform the LCDOT accepting this AGREEMENT and return all material furnished to him for reassignment to others.
- b. It is understood and agreed that Appendices A and B shall be a part of this AGREEMENT and MLS agrees to be bound by the terms and provisions contained herein.
- c. MLS warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for it, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the AGREEMENT. For breach or violation of this warranty, the LCDOT shall have the right to annul this AGREEMENT without liability.

#### **7. Indemnity**

MLS will indemnify and hold harmless the LCDOT from all claims and liability due to activities of himself, its agents, and its employees and will comply with all Federal, State, and local laws and ordinances.

#### **8. Insurance**

MLS shall obtain Commercial General Liability in a broad form, to include but not be limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage,

Premises/Operations, Independent contractors, Products/Completed Operations, Personal Injury, Professional Liability and contractual Liability; limits of liability not less than: \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than: \$1,000,000.00 per occurrence, combined single limit for Bodily Injury and Property Damage Liability. Workers' Compensation Insurance will cover all employees that meet statutory limit in compliance with applicable state and federal laws. The coverage must also include employer's liability with minimum limits of \$100,000.00 for each incident.

The LCDOT shall be provided with Certificates of Insurance evidencing the above required insurance prior to the commencement of services and thereafter with the certificates evidencing renewals or changes to said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. The LCDOT shall be named as additional insured on all liability policies, and MLS acknowledges that any insurance maintained by the LCDOT shall apply in excess of, and not contribute to, insurance provided by MLS. The contractual liability arising out of the AGREEMENT shall be acknowledged on the Certificate of Insurance by the insurance company.

The LCDOT shall be provided with thirty (30) day prior notice, in writing, of Notice of Cancellation or material change and said notification requirements shall be stated on the Certificate of Insurance.

#### **9. Breach**

Nothing herein shall be construed as prohibiting the parties to the AGREEMENT from pursuing any other remedies available to the parties for such breach or threatened breach, including recovery of damages from the parties. This provision shall survive any termination of this AGREEMENT.

#### **10. Governing Law**

Terms of this AGREEMENT will be governed by Illinois law.

#### **11. Transferability**

MLS agrees that this AGREEMENT or any part thereof will not be sublet or transferred without the written consent of the LCDOT accepting this AGREEMENT.

#### **12. Execution of AGREEMENT**

In the event this AGREEMENT is executed, it shall constitute a contract as of the date it is approved by the LCDOT or its authorized representative and shall be binding on MLS, its executors, administrators, successors or assigns, as may be applicable.

# STATE OF ILLINOIS DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug-free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance program; and

- (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by an employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Mathewson Land Services, Inc.  
Printed Name of Organization

Signature of Authorized Representative

Requisition/Contract/Grant  
ID Number

Mark D. Mathewson, President

August 29, 2024

Date

Printed Name and Title



## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**  
In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State or the Federal Highway Administration is appropriate and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - withholding of payments to the contractor under the contract until the contractor complies, and/or
  - cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of Paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX B

**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE** required by the Illinois Fair Employment Practices Commission as a material term of all public contracts:

**EQUAL EMPLOYMENT OPPORTUNITY.** In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed and remedies invoked as provided by Statute or regulation.

During the performance of this contract (Agreement), the contractor (Consultant) agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

7. That it will include verbatim or by reference the provisions of Paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.1 O(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.1 O(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be nonresponsible and therefore ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of subcontracts referred to under paragraph 7 of the Equal Employment Opportunity Clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

Section 2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

- for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contracts; or
- under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken or assumed.

By signing this Proposal, the **CONSULTANT** agrees to the provisions as written. Upon acceptance by the **LPA**, this Contract shall be governed by Illinois law.

For the **CONSULTANT**:

Mathewson Land Services, Inc.  
2024 Hickory Road, Suite 205  
Homewood, IL 60430

By:   
Mark D. Mathewson, President

August 29, 2024

FEIN: 85-4092178

Telephone: (312) 676-2900

For the **LPA**:

Lake County Division of Transportation /  
Benesch

By: \_\_\_\_\_  
LPA Representative

Date: \_\_\_\_\_



# Lake County Illinois

## Certified Copy

resolution: 24-1516

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**File Number: 24-1516**

Joint resolution authorizing an agreement with Alfred Benesch & Company, Chicago, Illinois, for Phase II professional engineering services for the intersection improvements of Hunt Club Road and Stearns School Road, at a maximum cost of \$2,097,498 and appropriating \$2,517,000 of ¼% Sales Tax for Transportation funds.

### RESOLUTION

**WHEREAS**, Hunt Club Road, County Highway 29, and Stearns School Road, County Highway 74, are designated routes on the County highway system; and

**WHEREAS**, Lake County believes it would be beneficial for the safety and welfare of the traveling public to improve the intersection of Hunt Club Road and Stearns School Road, inclusive of intersection improvements and non-motorized improvements; and

**WHEREAS**, Phase II professional engineering services are required for these improvements; and

**WHEREAS**, it is recommended that a consultant engineering firm be employed to provide Phase II professional engineering services for these proposed improvements; and

**WHEREAS**, Lake County, by and through its Division of Transportation, has selected a professional engineering services firm in accordance with the Local Government Professional Services Selection Act, 50 ILCS 510/1 et. seq.; and

**WHEREAS**, Alfred Benesch & Company, Chicago, Illinois, are consultant engineers skilled in the provision of these Phase II professional engineering services; and

**WHEREAS**, an appropriation of funds is required.

**NOW, THEREFORE, BE IT RESOLVED**, by this County Board of Lake County, Illinois, that the County Board Chair, the County Clerk, and the County Engineer of Lake County are authorized and hereby directed to execute on behalf of Lake County an agreement, and any amendments, between Lake County and Alfred Benesch & Company, Chicago, Illinois, at a maximum amount of \$2,097,498, for Phase II professional engineering services for the intersection improvements of Hunt Club Road and Stearns School Road, a draft copy of which is attached hereto; and

**BE IT FURTHER RESOLVED**, that the County Engineer shall transmit, in writing, the final

agreement, and any amendments, to be executed by the County Board Chair and the County Clerk; and

**BE IT FURTHER RESOLVED**, that there is hereby appropriated \$2,517,000 of ¼% Sales Tax for Transportation funds for these Phase II professional engineering services, and designated as Section 22-00095-20-CH; and

**BE IT FURTHER RESOLVED**, that this agreement be administered in accordance with Chapter 605, Act 5, Section 5-205.2 of the Illinois Compiled Statutes without further board action providing the final contract cost chargeable under the funds appropriated does not exceed the appropriation.

**DATED** at Waukegan, Illinois, on November 12, 2024.

I, Anthony Vega, County Clerk, in and for said Lake County, Illinois, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify that this is a true copy of resolution No. 24-1516, passed by the Lake County Board on 11/12/2024.

Attest:



**December 05, 2024**

**Date Certified**