



## Local Public Agency Engineering Services Agreement



Using Federal Funds? ☐ Yes ☒ No Agreement For **ST PE** Agreement Type **Original**

### LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Lake County Division of Transportation	Lake	21-00265-02-BT	
Project Number	Contact Name	Phone Number	Email
	Matt Emde	(847) 377-7452	memde@lakecountyil.gov

### SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Lake Cook Road	3-0379	0.9 miles	016-3057, 016-0811
Location Termini			
Skokie Valley Bike Path to Chicago Botanical Gardens Entrance			
<input type="button" value="Add Location"/>			
<input type="button" value="Remove Location"/>			

#### Project Description

Phase 1 engineering study for a new path that will connect the existing Skokie Valley Bike Path terminus at Lake-Cook Road to the Chicago Botanical Gardens along Lake-Cook Road. Study will include alternatives analysis, environmental assessments, preliminary engineering and public involvement for the new path.

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

Consultant (Firm) Name	Contact Name	Phone Number	Email
Alfred Benesch & Company	Jill Hayes	(312) 565-0450	jhayes@benesch.com
Address	City	State	Zip Code
35 West Wacker Drive, Suite 3300	Chicago	IL	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 in coordination with 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	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge 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: Direct Costs Check Sheet
- ☒ EXHIBIT D: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT E: Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514 )
- ☒ 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 Exhibit C).

### 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 D).
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

(Maximum Fee \$20,000) (For federal funds the lump sum shall be developed using Cost Plus Fixed Fee Formula).

☐ 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 Highways 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 suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.~~
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, 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.
7. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that 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 on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an 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 contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

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 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 (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 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	TIN/FEIN/SS Number	Agreement Amount
Alfred Benesch & Company	36-2407363	\$886,375.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
- Huff and Huff, Inc	36-3044842	\$18,313.00
- Rubino Engineering Inc	80-0450719	\$64,130.00
- American Survey	36-3307274	\$30,085.00
<b>RECOMMENDED FOR EXECUTION</b>		
Subconsultant Total		\$112,528.00
Prime Consultant Total		\$886,375.00
Total for all work		\$998,903.00

Add Subconsultant **Shane Schneider, P.E.**  
Director of Transportation/County Engineer

#### AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type \_\_\_\_\_ Name of Local Public Agency \_\_\_\_\_  
Attest: The County \_\_\_\_\_ of Lake \_\_\_\_\_

By \_\_\_\_\_ Date 9/23/21 By \_\_\_\_\_ Date 9/24/21

Name of Local Public Agency \_\_\_\_\_ Local Public Agency Type \_\_\_\_\_ Title \_\_\_\_\_  
Lake \_\_\_\_\_ County \_\_\_\_\_ Clerk Chair, Lake County Board

(SEAL)

Executed by the ENGINEER:

Attest:

Consultant (Firm) Name
Alfred Benesch & Company

By		Date
Andrew J. Keaschall		8/25/2001
Title		
Senior Vice President		

By		Date
Travis Kluegel		8/25/2021
Title		
Vice President		

Local Public Agency	County	Section Number
Lake County Division of Transportation	Lake	21-00265-02-BT

**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

See attached

## SCOPE OF SERVICES

## PHASE I ENGINEERING FOR LAKE COOK BIKE PATH PROJECT

**LCDOT SECTION No. 21-00265-02-BT**

## INTRODUCTION

This scope of work is presented to Lake County Division of Transportation for the Phase I preliminary engineering study for a new multi-use path that will connect the existing Skokie Valley Bike Path terminus at Lake-Cook Road to the Chicago Botanic Garden in Highland Park, Illinois. The work will include the necessary engineering and environmental services to identify the required improvements, identify environmental impacts and any required mitigation measures, identify required permits, identify land acquisition requirements, provide the County with an opinion of probable cost, conduct a public involvement program, and obtain Design Approval from the Illinois Department of Transportation.

It is anticipated that the project will be processed as a Categorical Exclusion and services will include preparation of a Project Development Report for State approval.

## 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 sub-consultants. Benesch will be supported by the following sub-consultants:

Sub-Consultant Firm	Responsibility
Huff & Huff, Inc.	Environmental Services
Rubino Engineering	Geotechnical Services

## PROJECT STUDY LIMITS

The project study area will be from the current Skokie Valley Trail end point, just west of Skokie Blvd. to the Chicago Botanic Garden entrance at Turnbull Woods Court.



### **PROJECT SCHEDULE**

The Phase I process is expected to take 24 months, pending agency coordination and approvals. Anticipated timeframes for critical path activities are outlined below.

Project Kick-Off/NTP	October 1, 2021
Concept Review Meetings	November & December 2021
Public Survey	December 2021
Alternatives Analysis	January-March 2022
Public Meeting No. 1 – Alternatives Presentation	April 2022
Select Preferred Alternative	June-August 2022
Preliminary Design / Preparation of PDR	September 2022 – April 2023
Public Meeting No. 2 – Preferred Alternative	May 2023
IDOT/FHWA Reviews	June – September 2023
Phase I Approval	October 2023

### **GENERAL SCOPE OF SERVICES**

The scope of the Phase I preliminary engineering is divided into the following tasks which are described in further detail in the following pages



1. Data Collection
2. Concept Study
3. Alternatives Analysis
4. Agency Coordination
5. Topographic Survey & Plat of Highways
6. Utility Coordination
7. Drainage Study
8. Traffic and Crash Analysis
9. Geometric Design
10. Environmental Studies
11. Section 4(f) and 6(f) Processing
12. Public Involvement
13. Structural Design
14. Hydraulic Study
15. Geotechnical Services
16. Project Development Report
17. Quality Control/ Quality Assurance (QA/QC) and Project Administration

### **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 Collection**

Benesch will gather, compile, organize and review the following information:

Data to be provided by Lake County:

- Digital aerial photography, parcel information and GIS layers (Lake County GIS)
- Future development plans and comprehensive plans
- Skokie Valley Bike Path trail and Bridge Extension Engineering plans
- Crash Reports – most recent 5 years
- Existing traffic or pedestrian counts applicable to the study
- Existing ROW information, including known utility easements

Data to be obtained by Consultant:

- Digital aerial photography, parcel information and GIS layers (Cook County GIS)
- FEMA Floodplain and floodway mapping
- As-built roadway and intersection plans (from IDOT, Highland Park, Cook County)
- Crash data for Lake Cook Road (from Cook County)
- Previous inspection reports for bridges, roadway and drainage system (as available)
- Existing traffic signal timing data for Skokie Blvd and Lake Cook Road (from IDOT)
- Existing Bridge plans for Lake Cook Road over US-41 (IDOT S.N. 016-0811)
- Existing Bridge plans for Lake Cook Road over Skokie River (IDOT S.N. 016-3057)

Benesch will review the project site, roadways, utilities and traffic patterns for the study area through an initial site visit and document observations. Additional data obtained by sub consultants, will be reviewed by Benesch.

#### **2. Concept Study**

In order to identify suitable path alternatives, a concept study will be completed evaluating up to six conceptual routes to connect the Skokie Valley Trail to the Chicago Botanic Garden. These concept routes will establish planning-level alignments, right-of-way impacts, environmental impacts, and costs based on available GIS data, existing plans, and site observations. Concept routes will be presented to jurisdictional agencies (Cook County Department of Transportation, Cook County Forest Preserve District, IDOT District 1, Highland Park and Northbrook) for initial coordination and feedback on suitable alternatives.

Concept routes to be evaluated include:

1. North side path – widen existing sidewalk and bridge structures
2. South side path – widen existing bridge structures
3. South side path – independent bridge structures (adjacent to existing bridge structures)
4. South side path – independent flyover bridge structure (over US 41 ramps)
5. North to South side path – crossing Lake Cook Road

An additional sixth concept route may be developed based on coordination with LCDOT and jurisdictional agencies. An online survey will be developed in coordination with this concept design task (see Task 12) to gather public input on the priorities and key issues for the path from

the local community. LCDOT GIS will create a project website to host a comment based forum. Based on feedback received from the public survey and agency coordination, up to three routes will be selected for detailed alternatives analysis.

**Concept Study Deliverables:**

- ✓ 100' scale plan view exhibits for each concept path route
- ✓ Summary of impacts list for each concept route
- ✓ Planning level cost estimate for each concept route
- ✓ Preparation for and attendance at up to four Concept Review Meetings with jurisdictional agencies, including meeting minutes
- ✓ Concept Design Conclusions Memo documenting findings of initial coordination meetings and public survey.

**3. Alternatives Analysis**

Based on results of the Concept Study, up to three concept routes will be developed for detailed alternative evaluation. Detailed evaluation will include:

*Geometric Alternative Evaluation:*

Digital terrain models will be created for each alternative based on topographic survey to establish vertical and horizontal alignments and estimate earthwork and material quantities for each alternative. Plan-view exhibits will be prepared at 20-scale which illustrate the proposed path location, limits of construction, land acquisition requirements and impacts to existing roadways. The geometric evaluation will also use environmental screening results to identify and quantify impacts to identified environmental resources.

*Structural Alternatives Evaluation*

Up to three (3) different structural alternatives will be evaluated for each of the three (3) path routing alternatives to cross both US-41/Skokie Highway and the Skokie River. The structure types may include in-kind rehabilitation/widening of the existing roadway bridges or independent path structures adjacent to the existing roadway bridges. The alternatives evaluation phase will include preliminary evaluation of:

- Bridge type
- Span length
- Bridge materials
- Geometric and site-specific constraints
- Constructability and staging
- Maintenance
- Construction cost
- Aesthetics

*Alternative Safety Analysis*

A safety analysis of the three alternatives will be completed to identify safety considerations and opportunities for each of the alternatives. Where applicable, Crash Reduction Factors will be obtained to support data-driven comparative analysis. LCDOT, IDOT and Highway Safety Manual guidelines will be used in the safety analysis and results will be summarized in the Alternatives Analysis Memo.

#### *Alternative Cost Estimates*

Construction cost estimates for each alternative will be developed based on preliminary quantities from the geometric and structural evaluations.

#### *Alternative Evaluation Workshop*

An Alternatives Evaluation Workshop will be held with LCDOT and appropriate jurisdictional agencies to review the findings of the alternatives evaluations, as well as public feedback received on the alternatives. This workshop will also establish the selection criteria and rank alternatives to determine the preferred alternative. This task includes preparation of workshop materials, scheduling and attending. It is anticipated that meeting will be held at the LCDOT office with a virtual call-in option.

#### *Alternative Analysis Summary Memo*

A decision matrix will be created in order to rank each alternative and provide a recommendation. Conclusions from the alternative evaluation workshop will be summarized in a technical memorandum for the project record.

#### Alternatives Analysis Deliverables:

- ✓ Alternatives Analysis Tech Memo

#### **4. Agency Coordination**

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

The following coordination meetings are anticipated:

- Initial kick-off meeting with Lake County Division of Transportation
- Design review/coordination meetings with Lake County (one per month)
- Individual design review meetings with:
  - Cook County Department of Transportation – 2 meetings
  - Cook County Forest Preserve District – 2 meeting
  - Villages of Northbrook – 2 meeting
  - City of Highland Park – 2 meeting
- IDOT Bureau of Local Roads kick-off meeting
- IDOT/FHWA coordination meeting – 1 meeting
- IDOT Detour Committee – 1 meeting
- Environmental permitting meetings to establish design requirements with:
  - Lake County Stormwater Management – 1 meeting
  - US Army Corps of Engineers (USACE) – 1 meeting
  - District (MWRD) – 1 meeting

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

## **5. Design Survey & Plat of Highways**

Engineering topographic survey will be completed in accordance with the LCDOT Design Survey Procedures dated 02/22/2021 for up to three alignments depending on results of the Concept Study. Right-of-Way Parcel Plats will be prepared for only those parcels impacted by the proposed improvement, based on the selected preferred alternative.

### *Topographic Survey*

This project will be completed utilizing ground surveys within the boundaries identified below. The survey includes an area 20' on the north side and 30' on the south side beyond the back of curb along Lake Cook Road as well as detailed survey throughout the intersections and interchanges, and basic roadway survey as needed to establish existing drainage patterns. Structural elements, like retaining walls, will be surveyed if they fall into the survey area.

The engineering topography consists of existing roadway conditions along Lake Cook Road with limits defined below:

- The western limits including the tie-in to the existing bike path just east of the railroad and the eastern limit encompassing the entrance of the Chicago Botanic Garden.
- The Skokie Highway ramps are collected to 100 feet south of the south edge of Lake Cook Road for the ramps on the southside of the road and 50 feet north of the north edge of Lake Cook Road for the the ramps on the north side.
- The ground data collection along Lake Cook Road will include an area 20' north beyond the north side back of curb and 30' south beyond the south side back of curb. This will include a ground grid, breaklines and visible topographic features. Drainage structures within this defined area will be opened (when accessible) and invert measure sketches will be taken. Individual trees over 5 inches will be located when not in full forested areas.
- Survey on Skokie Highway will consist of 3 cross sections north of the bridge at edge of structure, 20 feet, and 75 feet, and 3 cross sections south of the bridge at edge of structure, 20 feet, and 75 feet.
- The ground information in the infields will be detailed including include a ground grid, breaklines and visible topographic features. Drainage structures within this defined area will be opened (when accessible) and invert measure sketches will be taken. Individual trees over 5 inches will be located when not in full forested areas.
- The bridge structure over Skokie Highway will be detailed to include the top of deck features, an outline of the abutments, piers, and wingwalls, enough information on the outside beams to determine location and direction. Similar detail will be obtained for the existing structure over the Skokie River.
- This scope includes 3 cross sections of the river to the north and south of the bridge and 4 cross sections 500' and 1000' upstream and downstream of the structure in accordance with the IDOT Drainage Manual Section 7-102.012.
- It is assumed that no survey will be needed on the railroad or the railroad bridge at the west end of the project.

The survey will be completed using conventional survey standard methods (GPS and total station) consisting of data from field-shot survey, including terrain and visible features within the proposed survey limits. Field data collected will include:

- 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 50' grid of ground and/or breakline shots. Definable breaklines, such as top of slopes, toe of slopes, edge of pavement, structures, etc. will be detailed.
- Visible utilities, junction boxes, and utility locate marks will be collected within the survey limits. Project area drainage structure inverts will be measured when access is possible. Survey will not make assumptions as to the location of utilities that are not visible or marked.
- Installation of a minimum of 6 GPS quality control points will be set in the subject area.

#### *Plat of Highways*

Plat of Highways will be prepared for all parcels which require an easement or property acquisition for construction of the preferred alternative. Title commitments will be ordered for each of the affected parcels. It is expected that up to 22 parcels will be impacted.

Plats will be prepared in accordance with the LCDOT Plat Guidelines and will include the field work needed to conduct the survey, the computations on the existing and proposed right of way, the drafting of the plats along with legal descriptions, a review of comments after a draft submittal, and a field staking of the permanent easements and fee take corners prior to construction.

#### Survey and Plat Deliverables:

- ✓ Plat of Highways
- ✓ Electronic survey
- ✓ Copies of field books

## **6. Utility Coordination**

Utility coordination will begin early on and continue throughout the project as designs are advanced. It is anticipated that this coordination will include:

- Existing Utility Locating: Benesch will gather utility atlases and field verify locations where possible through a JULIE request and survey tasks. An existing utility CADD file will be created, and affected utilities will be identified.
- Subsurface Utility Engineering (SUE) Quality Level B will be performed within the project limits. (See attached scope by American Survey and Engineering).
- ComEd utility and ROW coordination: ComEd owns the land on which the existing Skokie Valley Bike Path is located. Once we have identified the preferred alternative, Benesch will schedule a coordination meeting with ComEd to discuss any work within their ROW.
- Conflict Notification: Preliminary proposed design information (plan and profile sheets showing utilities) will be transmitted to the utility companies to identify specific conflicts. Benesch will coordinate with individual utilities to establish conceptual parameters for relocation.

- **Easement Review:** Benesch will review existing easements which may be present for determination of cost participation which may be required for relocations. Benesch will identify if additional easements are required for potential relocation of utilities.

**Utility Coordination Deliverables:**

- ✓ Existing utility base file (displayed on preliminary plan and profile)
- ✓ Meeting minutes from meeting with ComED
- ✓ Documentation of utility coordination process

## **7. Drainage Study**

A drainage study will be prepared for the preferred path alternative. Lake County Watershed Development Ordinance guidelines will be followed for any portion of the path located north of Lake Cook Road. Cook County and MWRD Watershed Management Ordinance guidelines will be followed for any portion of path that is on the south side of Lake Cook Road. Initial coordination meetings with both agencies is included in Task 4, to confirm drainage requirements.

It is assumed that the path will drain toward the roadway, and that the existing roadway drainage system will need to be analyzed in order to determine system capacity for the additional flow from the path. Existing drainage areas, patterns and facilities (storm sewers, ditches/swales, agricultural drain tile etc.) will be reviewed and analyzed for their capacity to convey required storm frequency drainage. Existing Drainage Plans (EDP) will also be provided.

A Proposed Drainage Plan (PDP) will be developed to accommodate the path drainage and would include any storm sewer sizing, sewer routing, proposed ditch flows and storm water detention solutions. A drainage report (abbreviated Location Drainage Study) will be produced and submitted to the applicable agency for review. As part of the Path Drainage Study, potential BMPs (Best Management Practices) will be identified.

**Deliverables:**

- ✓ Abbreviated LDS

## **8. Traffic and Crash Analysis**

Traffic and crash analyses will be completed in accordance with IDOT Phase I requirements.

### *Traffic Analysis*

Traffic counts will be obtained at three signalized intersections within the project limits:

- Lake Cook Road and Skokie Blvd
- Lake Cook Road and US 41/Skokie Highway southbound ramps
- Lake Cook Road and US 41/Skokie Highway northbound ramps

Counts will be obtained for a 48-hour period, on either a Tuesday/Wednesday or Wednesday/Thursday schedule during a non-holiday week, using the Miovision Datalink video counting software. Heavy trucks, light trucks, passenger vehicles, bicycles, and pedestrians will be counted. Since travel impacts due to the pandemic are noted in the region, the data will be adjusted as appropriate based on regional trends and coordination with LCDOT. Benesch will coordinate with CMAP to obtain forecasted year 2050 traffic volumes. Traffic count data from the intersection counts and available IDOT counts will be utilized to develop the segment ADT

projections. 24-hour tube counts along roadway segments are not included in this scope of work.

Existing and projected traffic volumes will be used to identify anticipated intersection channelization requirements and signal timing impacts of the path on existing or new crosswalks based on capacity analyses (Highway Capacity Software and Synchro). It is anticipated that any necessary improvements to the roadway (additional lanes, extension of storage bays, etc.) to meet design criteria will be documented and processed as a variance or addressed with a separate project.

A bicycle needs assessment will be prepared in accordance with BLRS Manual Chapter 42. Existing Skokie Valley Trail counts, if required, will be provided by LCDOT.

#### *Crash Analysis*

Benesch will review and summarize the most recent five years of crash data at the study intersections and prepare collision diagrams to be included in the PDR. Crash trends will be identified and summarized and may include:

- Crash Severity (fatal, injury, or property damage only)
- Crash Type (Rear End, Head-on, Right Angle, Left Turn, Right Turn, Sideswipe, etc.)
- Pedestrian and Bicycle Involvement
- Light Conditions, Weather, Pavement Condition
- Contributing cause (careless driving, failure to yield right of way, ran signal)

Findings of the traffic and crash analyses will be summarized in a Traffic and Safety Memo and in appropriate sections of the PDR.

#### **Traffic & Crash Analysis Deliverables:**

- ✓ Traffic Counts
- ✓ Collision diagrams
- ✓ Traffic and Safety Memorandum

### **9. Geometric Design**

Once the preferred geometric alternative has been established, Benesch will prepare typical section exhibits, preliminary plan and profile sheets (20-scale) and Design Exception forms (BLR 22120 and BDE 3100) for submittal to Lake County and IDOT. Cross section sheets will be produced at critical locations in accordance with IDOT requirements. Detailed ADA ramp designs will be prepared for the proposed path. These items will be compiled into a preliminary geometrics package and submitted to LCDOT and IDOT for review and approval, and included in the Project Development Report (PDR).

#### *IDS Preparation*

It is anticipated that modifications to the crosswalk and stop bars will be required for the intersection of Skokie Boulevard and Lake Cook Road as well as at the interchange ramps. Any modifications to the stop bars could result in the need for an Intersection Design Study (IDS). Intersection Design Studies will be prepared in accordance with IDOT requirements for the three (3) existing signalized intersections and submitted for LCDOT and IDOT review and approval.

**Geometric Design Deliverables:**

- ✓ Plan and profile sheets
- ✓ Cross-section sheets
- ✓ Typical sections exhibit
- ✓ ADA Ramp designs
- ✓ Intersection Design Study plans

**10. Environmental Studies**

Environmental scope includes evaluations of environmental impacts as required by FHWA and IDOT. These areas include special waste, noise, biological/wetlands and other natural resources, endangered and threatened species, water quality and resources, floodplains, air quality, and cultural resources.

*ESR Preparation*

It is anticipated that this project will be processed as a Federally Approved Categorical Exclusion. The Environmental Survey Request Form (ESRF) will be submitted to obtain signoffs on biological, wetlands, cultural resources, and special waste (State ROW only). 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. IDOT requirements 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 IDOT Bureau of Local Roads for processing. This task will also include incidental coordination related to the ESR submittal and review. One ESR update is included to renew environmental clearances which may expire during the course of the Phase I contract.

*See attached Huff & Huff scope narrative for description of PESA/PSI, Wetland Delineation and Tree Survey work.*

**Environmental Studies Deliverables:**

- ✓ Electronic submittal of ESR form and documents as required by IDOT
- ✓ PESA (See attached scope by Huff and Huff)
- ✓ Wetlands and WOTUS Delineations, WIE Submittal (See attached scope by Huff and Huff)

**11. Section 4(f) and 6(f) Processing**

The project has the potential to involve construction impacts (temporary and permanent) to the Cook County Forest Preserve District. These facilities are assumed to be classified as 4(f) properties (recreational facilities open to the public.) This task includes the additional coordination, documentation and processing through IDOT of the section 4(f) impacts. Impacts may either be "Temporary Occupancy" or be classified as "De Minimis" (minor impacts). Benesch will document the areas of impact and prepare the required Section 4(f) *de minimis* documentation including drafting a letter requesting the jurisdictional agency's concurrence of no adverse effect on the 4(f) lands as a result of the project. In the case that 6(f) impacts (Land and Water Conservation Fund (LWCF) Act of 1965) are realized during the process, the 6(f) impacts will be processed with 4(f) coordination, documentation and processing.

Section 4(f) and 6(f) Deliverables:

- ✓ Draft 4(f) *de minimus* or Temporary Occupancy report documentation, with required exhibits and attachments
- ✓ Disposition of IDOT/FHWA comments (1 review expected)
- ✓ Final 4(f) *de minimus* or Temporary Occupancy report document, with required exhibits and attachments
- ✓ 6(f) coordination and documentation

**12. Public Involvement Program**

This task includes a public involvement program intended to engage local and regional stakeholders at key points during the Phase I process. The program will use a combination of online and in-person strategies.

*Online Survey*

An electronic survey will be prepared to gather input on the initial improvement concepts, goals and priorities for the proposed path connection. The online platform, SurveyMonkey, will be used to collect responses to questions developed by the project team. Results will be summarized for consideration in the Concept Study and Alternatives Analysis tasks.

Promotional material including flyers and social media posts with links to the survey will be created for distribution by LCDOT, Northbrook/Highland Park, and other project stakeholders. Manual distribution of promotional material for the survey is not included in this scope.

*Public Meetings*

Two public information meetings will be held during the project, in accordance with IDOT guidelines outlined in Chapter 21 of the BLRS Manual.

The first meeting will present the existing conditions and alternatives under consideration based on the results of the Concept Study. Renderings of up to three alternatives will be prepared to support public understanding of the aesthetic impacts of each alternative. Feedback received from this meeting will be considered in the Alternatives Analysis workshop and selection of the preferred alternative. If the Concept Study results in a single alternative, this meeting may not be required.

The second public meeting will present the preferred alternative design to inform the public and solicit feedback on aesthetic details for final design, such as lighting, railings, and landscaping.

It is anticipated that both public informational meetings will be held in-person, and that a public facility will be available for hosting the meeting free of cost. Meeting materials will be made available electronically to be posted on LCDOT, municipal, and other stakeholder websites. Hosting a project-specific website is not included in this scope.

Public Involvement Program Deliverables:

- ✓ Initial survey exhibits and questions for online survey
- ✓ Links to online survey with start and finish dates
- ✓ Formatted survey results
- ✓ Publication of meeting notices in local newspapers as required by IDOT
- ✓ First public meeting materials including exhibits and handouts in support of the project

- ✓ Second public meeting materials including and exhibits comprising of 3D renderings and illustrated typical sections

### **13. Structural Design**

This task includes preliminary structural design for the preferred alternative, based on results of the Concept Study and Alternative Analysis.

#### *Bridge Condition Report (BCR)*

If the preferred structural alternatives for crossing the Lake Cook Bike Path over US-41/Skokie Highway and the Skokie River includes modifications to the existing roadway bridges, a BCR will be required. A BCR is not expected to be required where an independent path structure is proposed and the existing roadway bridge will not be modified. The scope of work herein assumes two (2) BCRs will be required for bike path work in association with the Lake Cook Road bridge over US-41/Skokie Highway and the Skokie River.

A bridge inspection will be performed on the two (2) existing roadway bridges. A BCR will be submitted to the County and IDOT D1 Bureau of Local Roads and Streets (BLRS) that will summarize the inspection and provide conceptual bridge rehabilitation/widening options. IDOT Bureau of Bridges and Structures (BBS) approval of the BCR is required. The hours for the BCR are based on the assumption the bridge will be widened in-kind with the existing structure.

NBIS inspection of the roadway bridges is not included in this scope of work.

#### *Type, Size & Location (TS&L) Plans*

Based on the preferred alternatives resulting from the alternative evaluation stage and the approved BCRs (if required), Benesch will prepare and submit a formal TS&L plan in accordance with standard IDOT practice for the recommended structures. This effort will include preliminary design and analysis, submittal to IDOT as required, and follow up and addressing of comments to the original submittal plans. IDOT Bureau of Bridges and Structures approval of the TS&L is required. Benesch will research the information needed for the required Asbestos Determination Certification (BLR 10220) and will prepare the form for IDOT submittal.

TS&L plans will be required by IDOT for both widening the existing roadway bridges and constructing independent path structures.

#### *Preliminary Bridge Design & Hydraulic Report (PBDHR)*

Once a preferred design is selected, the IDOT required PBDHR with supporting documentation and proposed models will be prepared and submitted to the County for the Skokie River crossing. Upon approval by the County, the PBDHR will be submitted to IDOT for their review and approval.

**Structural Design Deliverables:**

- ✓ BCRs (if required)
- ✓ TS&Ls
- ✓ PBDHR (with analysis models for hydraulics)

**14. Hydraulic Study**

A Phase I Hydraulic Report will be prepared for the Skokie River in accordance with MWRD or SMC requirements and will include:

- Hydraulic Report Data Sheets
- Hydrologic Model (HEC-HMS)
- Hydraulic Model (HEC-RAS)(Skokie River)
- Stream profiles and cross sections
- Compensatory Storage Requirements
- Scour Analysis
- Narrative
- Study Assembly

**Hydraulic Study Deliverables:**

- ✓ Phase I Hydraulic Report

**15. Geotechnical Services**

*See the attached Rubino Scope of Services for details on geotechnical services included.*

**Geotechnical Deliverables:**

- ✓ SGR (if required)

**16. Project Development Report**

A draft Project Development Report (PDR) in IDOT BLR format (BLR22211 or BLR22210) will be developed and will incorporate the environmental, coordination, public involvement and engineering aspects of the project. A Draft PDR will be developed prior to the second public information meeting and will be submitted to LCDOT for review. Comments received by LCDOT will be incorporated and the Draft PDR will be submitted to IDOT BLRS for review. Revisions, if necessary, will be made after IDOT review. Upon completion of the final public meeting and receipt of required clearances/approvals, a Final PDR will be prepared and submitted to LCDOT and IDOT for review and approval. The Final PDR will include quantities and a cost estimate for the preferred alternative.

**Project Development Report Deliverables:**

- ✓ Cost Estimate
- ✓ Project Development Report (Draft and Final)

**17. Quality Control/ Quality Assurance (QA/QC) and Project Administration**

Administration consists of project management responsibilities such as: development of a QA/QC Plan, project scheduling activities, invoicing, 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.

**SCOPE OF SERVICES**  
**LAKE COOK BIKE PATH**

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Benesch will prepare a project schedule, including a breakdown of the major tasks depicting the project's key milestones and deliverables for Phase I.

This task 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:**

- ✓ Project Work Plan
- ✓ QMP
- ✓ Progress Reports
- ✓ Invoices
- ✓ Project Schedule

Lake County Department of Transportation  
Lake Cook Road Bike Path- Phase I  
Estimate of Hours

TASK	DESCRIPTION	I-OURS			Benesch			Direct Cost		
		Pre-Phase I (Concept Study)	Alternatives Analysis	Preferred Alternative	Huff and Huff	Rubino	Total Benesch Hours	Direct Cost ESTIMATE		
1	<b>Data Collection</b> Benesch will gather, compile, organize and review the following information: Record plans, plats, development plans, roadway plans, prior engineering studies, GIS, ROW, etc. Site visit, observations, field measurements and creation of photo log - 2 staff x 2 visits x 8 hrs/visit (includes prep/documentation) + 8 hrs photo log Coordination with CMAP to obtain 2050 traffic projection (includes letter submittal with exhibits)	40					40	2 vehicles @ \$65/day = \$130		
	<b>Sub-Total Task 1 =</b>	80	4	0	0	0	84	\$130.00		
2	<b>Concept Study</b> 100 scale plan exhibits (100 scale plan sheets, typical sections) Summary of impacts list (for 6 alternatives) Planning level cost estimate (for 6 alternatives) Preparation for and attendance at meetings (4 meetings x 4 hrs x 3 people + material prep & minutes) Concept Design Conclusions Memo	Pre-Phase I (Concept Study)	Alternatives Analysis	Preferred Alternative	Huff and Huff	Rubino	Total Benesch Hours	Direct Cost ESTIMATE		
		144					144			
		24					24			
		12					12			
		64					64	Printing Materials @ \$500 4 Vehicles @ \$55 = \$260		
	<b>Sub-Total Task 2 =</b>	248	0	0	0	0	248	\$760.00		
3	<b>Alternatives Analysis</b> Geometric Alternatives Evaluation (20-scale exhibits with impact analysis) Structural Alternatives Evaluation (3 structural alternatives considered for each of the 3 path routes analyzed, 2 bridge locations) Intersection Safety Analysis Cost Estimates (for 3 alternatives) Alternative Evaluation Workshop (3 people x 4 hrs + 40 hours prep/follow up) Alternative Analysis Summary Memo	Pre-Phase I (Concept Study)	Alternatives Analysis	Preferred Alternative	Huff and Huff	Rubino	Total Benesch Hours	Direct Cost ESTIMATE		
		300					300			
		264					264			
		24					24			
		12					12			
		52					52	Printing Materials @ \$600 2 Vehicles @ \$65 = \$130		
		32					32			
	<b>Sub-Total Task 3 =</b>	0	684	0	0	0	684	\$730.00		
4	<b>Agency Coordination</b> Initial kick-off meeting with LCDOT (includes minutes) Design review/coordination meetings with Lake County (one per month x 18 months) Design review/coordination meetings with other Agencies (8 meetings) IDOT BLRS Kickoff Meeting IDOT/FHWA Coordination Meeting IDOT Detour Committee Meeting Project introduction meeting with Lake County Stormwater Management Project introduction meeting with USACOE (1 meeting) Project introduction meeting with MWRD (1 meeting)	Pre-Phase I (Concept Study)	Alternatives Analysis	Preferred Alternative	Huff and Huff	Rubino	Total Benesch Hours	Direct Cost ESTIMATE		
		12					12	1 vehicle @ \$65		
		8					72	5 vehicles @ \$65		
							64	8 vehicles @ \$65		
		12					12	2 vehicles @ \$65		
							16	2 vehicles @ \$65		
							12	1 vehicle @ \$65		
							12	2 vehicles @ \$65		
							12	1 vehicle @ \$65		
							12	1 vehicle @ \$65		
	<b>Sub-Total Task 4 =</b>	32	24	168	0	0	224	\$1,495.00		

5	Design Survey & Plats	Pre-Phase I (Concept Study)	Alternatives Analysis	Preferred Alternative	Huff and Huff	Rubino	Total Benesch Hours	Direct Cost ESTIMATE
	Obtain plats of subdivision, monument records, research benchmarks, set up survey project		20				20	Recorder copying fees
	In field property/section corner search		24				24	Field work direct cost = veh. charges
	Initial Control/Ties/level run (2 man crew)		28				28	
	Topography (30' north and 20' south of 80C) (2 man crew x 8 hours x 11 days)		180				180	
	Topography (Ramps, Detailed Bridge Survey and River Sections)		108				108	
	Stake/tie Centerline (2 man crew)		32				32	
	Drainage Structure measurements (~70 structures)		80				80	
	Office - download survey data, review, translate into CAD, property tie-in		40				40	
	ROW Parcel Plats (field work/staking/research/plot preparation) 24 hrs/parcel x 22 parcels			528			528	\$3000 VD's, \$250 materials, \$650 TC
	<b>Sub-Total Task 5 =</b>	<b>0</b>	<b>512</b>	<b>528</b>	<b>0</b>	<b>0</b>	<b>1040</b>	<b>\$4,585.00</b>

6	Utility Coordination	Pre-Phase I (Concept Study)	Alternatives Analysis	Preferred Alternative	Huff and Huff	Rubino	Total Benesch Hours	Direct Cost ESTIMATE
	Prepare and submit preliminary JULIE utility record research. Compile received information into design files (Plan sheets)	8	16	8			32	
	Submit proposed improvement plans to utility companies with record utility information. (draft letter and transmit with plan set)			8			8	Postage @ \$200
	Identify conflicts, host 1 coordination meeting with ComEd and other impacted utilities			32			32	
	<b>Sub-Total Task 6 =</b>	<b>8</b>	<b>16</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>72</b>	<b>\$200.00</b>

7	Path Drainage Studies	Pre-Phase I (Concept Study)	Alternatives Analysis	Preferred Alternative	Huff and Huff	Rubino	Total Benesch Hours	Direct Cost ESTIMATE
	Analyze existing drainage, develop CivilStorm model and EDP			112			112	
	Develop Phase I level conceptual routing and layout (structure spacing, location, etc.) and PDP.			112			112	
	Proposed Path Detention analysis and layout			40			40	
	Prepare abbreviated LDS, submit, revise per comments and finalize			60			60	
							0	
	<b>Sub-Total Task 7 =</b>	<b>0</b>	<b>0</b>	<b>324</b>	<b>0</b>	<b>0</b>	<b>324</b>	<b>\$0.00</b>

8	Intersection Traffic and Safety Analysis	Pre-Phase I (Concept Study)	Alternatives Analysis	Preferred Alternative	Huff and Huff	Rubino	Total Benesch Hours	Direct Cost ESTIMATE
	Obtain, compile and summarize crash data (collision diagrams) (last 5 years)		0	40			40	
	Obtain and analyze Miovision traffic data using HCS and/or Synchro (existing and proposed capacity at 3 signalized intersections)		0	48			48	3 int x 48-hrs x \$90/hr = \$12,960
	Prepare and submit Technical Memorandum		0	40			40	
	<b>Sub-Total Task 8 =</b>	<b>0</b>	<b>0</b>	<b>128</b>	<b>0</b>	<b>0</b>	<b>128</b>	<b>\$12,960.00</b>

9	Geometric Design	Pre-Phase I (Concept Study)	Alternatives Analysis	Preferred Alternative	Huff and Huff	Rubino	Total Benesch Hours	Direct Cost ESTIMATE
	Develop plan sheets (7 sheets @ 16 hours)			112			112	
	Develop ADA details (26 ramps (1 ramp/sheet) x 6 hours/sheet)			156			156	
	Develop cross sections (every 50' @ 4hrs each = 82 sections x 4hrs)			328			328	
	Prepare Design Variance forms and Exhibits			24			24	
	Develop maintenance of traffic exhibits			64			64	
	IDS Plans (3 intersections)			240			240	
	<b>Sub-Total Task 9 =</b>	<b>0</b>	<b>0</b>	<b>924</b>	<b>0</b>	<b>0</b>	<b>924</b>	<b>\$0.00</b>

10	Environmental Studies	Pre-Phase I (Concept Study)	Alternatives Analysis	Preferred Alternative	Huff and Huff	Rubino	Total Benesch Hours	Direct Cost ESTIMATE
	Prepare and submit Environmental Survey Request (ESR) package of forms and exhibits. Includes exhibit and resource database reviews (HARIS, wetlands, etc.) Address IDOT comments and resubmit if required.			32			32	
	One ESR renewal to update clearances (updating exhibits and submittal form)			24			24	
	Vegetation/Tree condition survey and memorandum			8	48		8	
	Wetland delineation			4	46		4	
	PESA			2	45		2	
	PS/CCDD (Defer to Phase II)							
	Jurisdictional Determination				9		0	
	QA/QC (Huff & Huff)				9		0	
	Project Administration (Huff & Huff)				7		0	
	<b>Sub-Total Task 10 =</b>	<b>0</b>	<b>0</b>	<b>70</b>	<b>164</b>	<b>0</b>	<b>70</b>	<b>\$0.00</b>

11	Section 4(f) and 6(f) Processing	Pre-Phase I (Concept Study)	Alternatives Analysis	Preferred Alternative	Huff and Huff	Rubino	Total Benesch Hours	Direct Cost ESTIMATE
	Preparation of 4(f) de minimus report, including exhibits and coordination of letter of concurrence from CCFPD			80			80	Postage & printing @ \$400 Court Reporter @ \$500
	Identification of replacement land, ESF, Environmental Assessment			220			220	
	<b>Sub-Total Task 11 =</b>	<b>0</b>	<b>0</b>	<b>300</b>	<b>0</b>	<b>0</b>	<b>300</b>	<b>\$900.00</b>

12	Public Involvement Program	Pre-Phase I (Concept Study)	Alternatives Analysis	Preferred Alternative	Huff and Huff	Rubino	Total Benesch Hours	Direct Cost ESTIMATE
	<b>Public Survey</b>						0	
	Prepare Questions, Exhibits and Photos for Survey	80					80	
	Website coordination	8					8	
	Analyze results	12					12	
	<b>Public Meeting No. 1</b>						0	
	Exhibits, handouts, meeting materials, prepare newspaper ads		48				48	Advertisement & Printing: \$1500
	3D Renderings of Alternatives (3 alternatives)		80				80	
	Dry-run, revisions & printing		12				12	Travel/Vehicles: 4 vehicles @ \$65 = 260
	Meeting attendance (3 Benesch) and follow-up summaries		24				24	Exhibit Boards \$3000
	<b>Public Meeting No. 2</b>						0	
	Exhibits, handouts, meeting materials, prepare newspaper ads			48			48	Advertisement & Printing: \$1500
	Preferred Alternative Renderings			40			40	
	Dry-run, revisions & printing			12			12	Travel/Vehicles: 4 vehicles @ \$65 = 260
	Meeting attendance (3 Benesch) and follow-up summaries			24			24	Exhibit Boards \$3000
	<b>Sub-Total Task 12 =</b>	<b>100</b>	<b>164</b>	<b>124</b>	<b>0</b>	<b>0</b>	<b>388</b>	<b>\$9,520.00</b>

13	Structure Studies	Pre-Phase I (Concept Study)	Alternatives Analysis	Preferred Alternative	Huff and Huff	Rubino	Total Benesch Hours	Direct Cost ESTIMATE
	<b>Bridge Condition Reports (BCRs)</b>							
	Lake Cook Road over US-41/Skokie Highway			200			200	
	Lake Cook Road over Skokie River			160			160	
	Type, Size, Location (TSL) Plans							
	Lake Cook Bike Path over US-41/Skokie Highway			400			400	
	Lake Cook Bike Path over Skokie River			160			160	
	PBDHR			16			16	
	<b>Sub-Total Task 13 =</b>	<b>0</b>	<b>0</b>	<b>936</b>	<b>0</b>	<b>0</b>	<b>936</b>	<b>\$0.00</b>

14	<b>Hydraulic Study</b> Bridge Hydraulic Study for Skokie River	Pre-Phase I (Concept Study)	Alternatives Analysis	Preferred Alternative	Huff and Huff	Rubino	Total Benesch Hours	Direct Cost ESTIMATE
				240			240	
							0	
		Sub-Total Task 14 =	0	240	0	0	240	
15	<b>Geotechnical and CDD Services</b> Soil Borings (setup/drilling/reporting) Structural Coordination of SGRs	Pre-Phase I (Concept Study)	Alternatives Analysis	Preferred Alternative	Huff and Huff	Rubino	Total Benesch Hours	Direct Cost ESTIMATE
							0	
				16		310	16	
		Sub-Total Task 15 =	0	16	0	310	16	
16	<b>Project Development Report</b> PDR Report (BLR 22211 - Draft and Final) (location map, cost estimate, utility correspondence, address comments, revise)	Pre-Phase I (Concept Study)	Alternatives Analysis	Preferred Alternative	Huff and Huff	Rubino	Total Benesch Hours	Direct Cost ESTIMATE
				128			128	
							0	
		Sub-Total Task 16 =	0	128	0	0	128	
17	<b>Quality Control/ Quality Assurance (QA/QC and project documentation) and Administration</b> Project Setup (schedule, quality plan, contracts and files) Project administration, management and general coordination (4 hrs per month) QA/QC (3% of total hours)	Pre-Phase I (Concept Study)	Alternatives Analysis	Preferred Alternative	Huff and Huff	Rubino	Total Benesch Hours	Direct Cost ESTIMATE
							16	
			24	40			72	
		Sub-Total Task 17 =	24	120	0	0	164	
			48	160			252	\$0.00

Sub-Task	Tasks	Pre-Phase I (Concept Study)	Alternatives Analysis	Preferred Alternative	Total Benesch Hours	Total Huff and Huff Hours	Total Rubino Hours
1	Data Collection	80	4	0	84		
2	Concept Study	268	0	0	268		
3	Alternatives Analysis	0	684	0	684		
4	Agency Coordination	32	24	168	224		
5	Design Survey & Plats	0	512	528	1040		
6	Utility Coordination	8	16	48	72		
7	Path Drainage Studies	0	0	324	324		
8	Intersection Traffic and Safety Analysis	0	0	128	128		
9	Geometric Design	0	0	924	924		
10	Environmental Studies	0	0	70	70	164	
11	Section 4(f) and 6(f) Processing	0	0	300	300		
12	Public Involvement Program	100	164	124	388		
13	Structure Studies	0	0	936	936		
14	Hydraulic Study	0	0	240	240		
15	Geotechnical and CCDD Services	0	0	16	16		310
16	Project Development Report	0	0	128	128		
17	Quality Control/ Quality Assurance (QA/QC and project documentation) and Administration	28	48	160	252		
	TOTAL	516	1452	4094	6078	164	310

Local Public Agency	County	Section Number
Lake County Division of Transportation	Lake	21-00265-02-BT

**EXHIBIT B  
PROJECT SCHEDULE**

Project Kick-Off/NTP	October 1, 2021
Concept Review Meetings	November & December 2021
Public Survey	December 2021
Alternatives Analysis	January-March 2022
Public Meeting No. 1 – Alternatives Presentation	April 2022
Select Preferred Alternative	June - August 2022
Preliminary Design / Preparation of PDR	September 2022 – April 2023
Public Meeting No. 2 – Preferred Alternative	May 2023
IDOT/FHWA Reviews	June – September 2023
Phase I Approval	October 2023

Local Public Agency	County	Section Number
Lake County Division of Transportation	Lake	21-00265-02-BT

**Exhibit C  
Direct Costs Check Sheet**

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.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
<input checked="" type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	39	\$65.00	\$2,535.00
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input checked="" type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	1	\$1,400.00	\$1,400.00
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input checked="" type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	1	\$1,100.00	\$1,100.00
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input checked="" type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)	2	\$1,500.00	\$3,000.00
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input checked="" type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	2	\$3,000.00	\$6,000.00
<input checked="" type="checkbox"/> Recording Fees	Actual Cost	1	\$4,585.00	\$4,585.00
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input checked="" type="checkbox"/> Courthouse Fees	Actual Cost	1	\$500.00	\$500.00
<input type="checkbox"/> Storm Sewer Cleaning and Teloising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input checked="" type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)	3	\$4,320.00	\$12,960.00
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
Total Direct Costs				\$32,080.00

Local Public Agency	County	Section Number
Lake County Division of Transportation	Lake	21-00265-02-BT

**Exhibit D**  
**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 checked="" 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 checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal 05/21/21

Method(s) used for advertisement and dates of advertisement

Newspaper publication on 5/6/21 & 5/13/21. Also was emailed to LCDOT's list of consultants on file to receive project selection notices.

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

Project Criteria	Weighting
- Technical Approach	25%
- Firm Experience	15%
- Specialized Expertise	15%
- Team Capabilities	20%
- Workload	10%
- Past Performance	10%
- Local Presence	5%

Add

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

County Engineer, Asst. County Engineer, Engineer of Traffic, Director of Planning, Engineer of Design, Project Manager, Design Engineer

Top three consultants ranked for this project in order

- 1 Alfred Benesch & Company
- 2 Civiltech
- 3 HW Lochner

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>

Local Public Agency		County		Section Number	
Lake County Division of Transportation		Lake		21-00265-02-BT	
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 checked="" type="checkbox"/>		
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>		



Local Public Agency	County	Section Number
Lake County DOT	Lake	21-00265-02-BT
Consultant (Firm) Name	Prepared By	Date
Alfred Benesch & Co.		

PAYROLL ESCALATION TABLE

CONTRACT TERM	MONTHS	OVERHEAD RATE
24		161.50%
START DATE		COMPLEXITY FACTOR
10/1/2021		0
RAISE DATE		% OF RAISE
1/1/2022		2.00%
END DATE		
9/30/2023		

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	10/1/2021	1/1/2022	3	12.50%
1	1/2/2022	1/1/2023	12	51.00%
2	1/2/2023	10/1/2023	9	39.02%

The total escalation = 2.52%

Local Public Agency	County	Section Number
Lake County DOT	Lake	21-00265-02-BT

MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	2.52%

## PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

[illegible]







## AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

**SHEET 2 OF 3**

PAYROLL  CLASSIFICATION	AVG  HOURLY RATES	Utility Coordination			Path Drainage Studies			Intersection Traffic and Safety Analysis			Geometric Design			Environmental Studies			Section 4(f) and 6(f) Processing		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Sr. Project Manager	73.81																		
Project Manager II	66.42	4	5.56%	3.69	8	2.47%	1.64	16	12.50%	8.30	16	1.73%	1.28						
Project Manger I	56.16				40	12.35%	6.93					64	6.93%	4.60	2	2.86%	1.90	60	20.00%
Sr Project Engineer	56.41				120	37.04%	20.89					100	10.82%	6.08					
Project Engineer II	48.47	20	27.78%	13.46				12	9.38%	4.54	12				10	14.29%	8.06		
Project Engineer I	39.98							36	28.13%	11.24	36				10	14.29%	6.92	80	26.67%
Senior Designer	46.64																		
Designer II	40.39							40	31.25%	12.62	40								
Designer I	36.02	48	66.67%	24.02	140	43.21%	15.57	16	12.50%	4.50	16				180	57.14%	23.08	160	53.33%
Sr Surveyor	55.77																		21.54
Sr Party Chief	41.83																		
Party Chief	37.93																		
Senior Technical Specialist	50.88																		
Sr Technologist	48.44				16	4.94%	2.39	8	6.25%	3.03	8			4.19					
Technologist II	42.24											100	10.82%	4.57	8	11.43%	4.83		
Intern	21.53																		



## **EXHIBIT F – SUB-CONSULTANT SERVICES**



A Subsidiary of GZA

GEOTECHNICAL

ENVIRONMENTAL

ECOLOGICAL

WATER

CONSTRUCTION  
MANAGEMENT

915 Harger Road  
Suite 330  
Oak Brook, IL 60521  
T: 630.684.9100  
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www.huffnhuff.com  
www.gza.com



July 20, 2021  
Revised August 24, 2021

[jhayes@benesch.com](mailto:jhayes@benesch.com)

Ms. Jill Hayes, PE  
Project Manager | Associate  
Alfred Benesch & Company  
35 W. Wacker Drive  
Suite 3300  
Chicago, Illinois 60601

**Re: Phase I Environmental Services – PESA, Wetlands, Tree Survey  
Skokie Valley, Lake County, Illinois  
Proposal No. 81.P013052.22**

Dear Ms. Hayes:

Huff & Huff, Inc. (H&H), a subsidiary of GZA, GeoEnvironmental Inc. is pleased to submit this proposal to Alfred Benesch & Company (Client) to provide environmental services for a new multi-use path that would connect the existing Skokie Valley Bike Path terminus at Lake-Cook Road to the Chicago Botanical Gardens in Highland Park, Illinois. This proposal presents our project approach, the scope of services, cost, and schedule for completing the project.

## **1. PROJECT UNDERSTANDING**

The proposed project includes Phase I services with the option to add on Phase II for a new bicycle path connecting the Skokie Valley Trail to the Chicago Botanic Gardens. The study will evaluate path options on both the north and south sides of the roadway and develop the preferred path alignment for preliminary design. H&H scope will be to conduct environmental services including wetland delineation, special waste (PESA) and a tree survey for the project limits. The path will cross over the Skokie River either by widening of the existing roadway structure or on a new dedicated pedestrian-bicycle bridge, so initial coordination for USACE permitting is included.

## **2. SCOPE OF SERVICES**

### **Task 1: Preliminary Environmental Site Assessment (PESA)**

A PESA will be completed for local roads portions of the project limits as described above in Section 1. The process will follow general protocols contained within:

- A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation (IDOT) Highway Projects (Erdmann et al., 2012)
- ASTM International (ASTM) standard 1527-13
- The IDOTs Bureau of Design and Environment (BDE) Procedure Memorandum Number 10-07, *Special Waste Procedures*. This memo was incorporated into Chapter 27-3 of the IDOT BDE Manual in June 2012.



- IDOT Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, July 2013.
- Public Act 96-1416
- Clean Construction or Demolition Debris Fill Operations (CCDD) and Uncontaminated Soil Fill Operations: Amendments to 35 Illinois Administrative Code 1100. Effective on August 27, 2012.

#### **A. Historical Research**

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

#### **B. Site Evaluation**

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

#### **C. Records Review**

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

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

#### **D. Report Preparation**

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

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

#### **Task 2 – Wetland Delineation**

A review of available mapping shows the potential presence of wetlands within the proposed project area, none of which are identified as ADID wetlands. In addition, the Skokie River flows under Lake Cook Road east of US Route 41. H&H proposes to conduct a wetland delineation for all areas within the proposed Project Corridor in accordance with:



- The April 1, 2017, edition of the U. S. Army Corps of Engineers (USACE) Chicago District Regional Permit Program (RPP);
- The USACE *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0)*, (Supplemental Wetland Manual); and
- The October 13, 2015, edition of the Lake County Watershed Development Ordinance.
- If the trail were to be located on the south side of Lake Cook Road, then the project may have to be in compliance with the Cook County Stormwater Management Plan, Watershed Management Ordinance, July 10, 2014.

In preparing this proposal, GZA has made the following assumptions:

- A Preliminary Jurisdictional Determination fee, if required, is not included in this scope of work as the extent of wetlands is not known at the time of the development of this proposal;
- Wetland mitigation design, plan preparation, monitoring, or management services are not included in this proposal; and

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

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

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

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

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

#### **C. Wetland Report**

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



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

### **Task 3 – Tree Survey and Memorandum**

H&H will conduct a tree survey and prepare a memorandum summarizing the findings of the fieldwork. The survey will include identifying the trees to species level, determining health, structure, and origin of all trees that are six inches, DBH (diameter at breast height) or greater.

After all trees are surveyed and evaluated on the subject property, a tabulation of trees will be compiled which will summarize the trees surveyed within the project limits. A summary tree memorandum will be prepared to document the tree assessment. This memo will be submitted to Client and the surveyor in PDF format. Time under this task includes QA/QC of the tree survey memo.

### **Task 4 – Jurisdiction Determination**

Lake County regulates isolated wetlands, waters, and buffers in Lake County that are not regulated by the USACE. These IWLC and buffers are anticipated to be located within the Project Corridor. All Lake County wetland and buffer related permitting coordination is anticipated to occur through LCSMC.

It is anticipated that the proposed trail extension project will impact wetlands and/or waterways. H&H proposes to complete and submit the Preliminary Jurisdictional Determination (PJD) and Boundary Verification (BV) request form to LCSMC to obtain preliminary jurisdictional determinations from LCSMC and USACE, and wetland boundary concurrences from LCSMC. H&H will schedule and attend an on-site meeting with LCSMC and USACE to review the wetland limits for the PJD/BV. The fees associated with the LCSMC PJD/BV are not known at this time, therefore are not included in this proposal. These fees are the responsibility of Client.

Formal permitting with the USACE, LCSMC, or the Metropolitan Water Reclamation District is not included in this proposal due to the uncertainty of where the trail may be proposed. Once the trail location has been finalized, then a separate proposal for wetland permitting can be prepared, identifying which agencies will be involved.

### **Task 5 – QAQC**

Time is included for internal QA/QC of the project deliverables as described above.

### **Task 6 – Project Administration**

Time has also been included for project administration and management activities that include cost and schedule tracking, coordination with Client on authorized activities, document production and other in-house management activities. This task includes preparing a Health and Safety Plan as appropriate for the project and tasks therein.



### **3. PROJECT COSTS**

The project costs for the proposed tasks are included on the attached spreadsheets.

### **4. LEVEL OF EFFORT AND SCHEDULE**

PESA work will commence within two (2) business days of the notice to proceed (NTP) and will require six (6) weeks to complete. The wetland delineation will be completed during the growing season, which is between May 15<sup>th</sup> and October 1<sup>st</sup>, with an anticipated completion of the Wetland Delineation Report within four weeks after the field work is completed. H&H will coordinate with Client to establish a schedule that is appropriate for the project needs.



## **5. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**

### **CONDITIONS OF ENGAGEMENT**

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

### **ACCEPTANCE**

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

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

Very truly yours,

**Huff & Huff, Inc.**

James Novak, PWS  
Associate Principal

Attachments: Terms and Conditions

This Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of \_\_\_\_\_.

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

Title: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

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

The Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail delivery of a document in ".pdf" format, each such signature shall create a valid and binding obligation of the party executing the document, or on whose behalf each document is executed, with the same force and effect as if each such facsimile or ".pdf" signature were an original thereof.



## TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

© 2021 by Huff & Huff, Inc., a Subsidiary of GZA GeoEnvironmental, Inc.

These Terms and Conditions, together with H&H's Proposal, make up the Agreement between H&H and you, Client, named in the attached proposal.

**BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND H&H.**

1. **Services.** H&H will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in H&H's costs will be the subject of a negotiated amendment or change order.

2. **Standard of Care.** H&H will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. **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.**

3. **Payment.**

a. Except as otherwise stated in the Proposal, you will compensate H&H for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.

b. Any retainer specified in H&H's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.

c. H&H will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. H&H may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse H&H's costs of collecting overdue invoices, including reasonable attorneys' fees.

4. **Your Responsibilities.**

a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide H&H with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to H&H. Unless otherwise indicated in writing, H&H will be entitled to rely on documents and information you provide.

b. If you use the services of a construction contractor at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:

(i) to indemnify, defend and hold harmless, to the fullest extent permitted by law, you and H&H, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;

(ii) to name you and H&H as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and

(iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.



c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify H&H and H&H shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.

5. **Right of Entry.** You grant H&H and its subcontractor(s) permission to enter the site to perform the services. If you do not own the site, you represent and warrant that the owner has granted permission for H&H to enter the site and perform the services; you will provide reasonable verification on request; and you will indemnify H&H for any claims by the site owner related to alleged trespass by H&H or its subcontractors.

6. **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.**

7. **H&H Professionals.** H&H employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists, collectively referred to in this section as "H&H Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of H&H or other contractor/consultant(s), which audit may require additional services, even though H&H and such H&H Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate H&H for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.

8. **Hazardous Materials; H&H "Not a Generator".** Before any hazardous or contaminated materials are removed from the site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. H&H will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the site. H&H will not have responsibility for or control of the site or of operations or activities at the site other than its own. H&H will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold H&H harmless for any costs or liability incurred by H&H in defense of or in payment for any legal actions in which it is alleged that H&H is the owner, generator, treater, storer or disposer of hazardous waste.

9. **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 or 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.

**10. Changed Conditions.**

a. You recognize the uncertainties relating to the furnishing of professional services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.

b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, H&H will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.

c. If no agreement can be reached, H&H will be entitled to terminate its services and to be equitably compensated for the services already performed. H&H will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get



approvals from public authorities, acts or omissions on your part or any other causes beyond H&H's reasonable control, and you will compensate H&H for any resulting increase in its costs.

**11. 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.

**12. 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.

**13. Confidentiality; Subpoenas.** Information about this Agreement and H&H's services and information you provide to H&H regarding your business and the site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as H&H reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. H&H will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. 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.

**14. Insurance.** During performance of the services, H&H will maintain workers compensation, commercial general liability, automobile liability, and professional liability insurance. H&H will furnish you certificates of such insurance on request.

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

**16. Limitation of Remedies.**

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



**17. 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.

**18. Miscellaneous.**

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



Illinois Department  
of Transportation

EXHIBIT E

COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
Lake County DOT	Lake	
Consultant (Firm) Name	Prepared By	Date
Huff & Huff, Inc., a subsidiary of GZA	J. Novak, S. Cuplin	7/26/2021

PAYROLL ESCALATION TABLE

CONTRACT TERM	MONTHS	OVERHEAD RATE
START DATE	12	182.42%
RAISE DATE	9/1/2021	COMPLEXITY FACTOR
	3/1/2022	0
		% OF RAISE
		2.00%

END DATE 8/31/2022

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	9/1/2021	3/1/2022	6	50.00%
1	3/2/2022	9/1/2022	6	51.00%

The total escalation = 1.00%

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
Lake County DOT	Lake	

<b>MAXIMUM PAYROLL RATE</b>	<b>78.00</b>
<b>ESCALATION FACTOR</b>	<b>1.00%</b>

## PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

<b>CLASSIFICATION</b>	<b>IDOT PAYROLL RATES ON FILE</b>	<b>CALCULATED RATE</b>
Associate Principal II	\$69.10	\$69.79
Associate Principal I	\$62.14	\$62.76
Senior Consultant	\$69.25	\$69.94
Senior Project Manager III	\$61.88	\$62.50
Senior Project Manager II	\$50.21	\$50.71
Senior Project Manager I	\$43.74	\$44.18
Senior Landscape Architect	\$55.01	\$55.56
Senior Planning PM	\$51.85	\$52.37
Senior Geologist PM	\$51.62	\$52.14
Senior Technical Specialist II	\$62.60	\$63.23
Senior Technical Specialist I	\$50.43	\$50.93
Senior Scientist PM II	\$51.49	\$52.00
Senior Technical Scientist	\$48.82	\$49.31
Scientist PM II	\$46.53	\$47.00
Assistant PM Scientist	\$36.03	\$36.39
Environmental Engineer PM I	\$41.52	\$41.94
Geotechnical Engineer PM I	\$39.19	\$39.58
Architect PM	\$45.19	\$45.64
Assistant PM Engineer I	\$38.89	\$39.28
Engineer I	\$29.90	\$30.20
Scientist E1	\$29.71	\$30.01
Scientist E2	\$25.64	\$25.90
Technical Graphics Technician	\$24.60	\$24.85
Administrative Managers	\$44.42	\$44.86
Senior Administrative Assistant	\$31.22	\$31.53
Lead Word Processor	\$38.77	\$39.16
Intern	\$22.00	\$22.22

Local Public Agency

Lake County DOT

County

Lake

Section Number

## COST ESTIMATE WORKSHEET

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

OVERHEAD RATE 182.42%

COMPLEXITY FACTOR 0

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
PESA	48	1,512	2,759	395	499	0	5,165	28.20%
Wetland Delineation	46	1,468	2,678	41	485	0	4,672	25.51%
Tree Survey	45	1,415	2,581	81	467	0	4,544	24.81%
Jurisdictional Determination	9	289	528	41	95	0	953	5.20%
QA/QC	9	569	1,039	0	188	0	1,796	9.81%
Project Administration	7	375	684	0	124	0	1,183	6.46%
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
Subconsultant DL					0		-	
TOTALS	164	5,628	10,269	558	1,858	-	18,313	100.00%

15,897

## AVERAGE HOURLY PROJECT RATES

## Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			PESA			Wetland Delineation			Tree Survey			Jurisdictional Determination			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
Associate Principal II	69.79	11.0	6.71%	4.68	1	2.08%	1.45				1	2.22%	1.55				6	66.67%	46.53
Associate Principal I	62.76	0.0																	
Senior Consultant	69.94	0.0																	
Senior Project Manager III	62.50	0.0																	
Senior Project Manager II	50.71	0.0																	
Senior Project Manager I	44.18	0.0																	
Senior Landscape Architect	55.56	0.0																	
Senior Planning PM	52.37	1.0	0.61%	0.32	1	2.08%	1.09												
Senior Geologist PM	52.14	4.0	2.44%	1.27	1	2.08%	1.09										1	11.11%	5.79
Senior Technical Specialist II	63.23	0.0																	
Senior Technical Specialist I	50.93	0.0																	
Senior Scientist PM II	52.00	0.0																	
Senior Technical Scientist	49.31	11.0	6.71%	3.31				6	13.04%	6.43	2	4.44%	2.19	1	11.11%	5.48	2	22.22%	10.96
Scientist PM II	47.00	0.0																	
Assistant PM Scientist	36.39	4.0	2.44%	0.89	4	8.33%	3.03												
Environmental Engineer PM I	41.94	0.0																	
Geotechnical Engineer PM I	39.58	0.0																	
Architect PM	45.64	0.0																	
Assistant PM Engineer I	39.28	0.0																	
Engineer I	30.20	0.0																	
Scientist E1	30.01	104.0	63.41%	19.03	25	52.08%	15.63	32	69.57%	20.87	38	84.44%	25.34	8	88.89%	26.67			
Scientist E2	25.90	10.0	6.10%	1.58	10	20.83%	5.40												
Technical Graphics Technician	24.85	13.0	7.93%	1.97	4	8.33%	2.07	6	13.04%	3.24	3	6.67%	1.66						
Administrative Managers	44.86	1.0	0.61%	0.27	1	2.08%	0.93												
Senior Administrative Assistant	31.53	4.0	2.44%	0.77				2	4.35%	1.37	1	2.22%	0.70						
Lead Word Processor	39.16	1.0	0.61%	0.24	1	2.08%	0.82												
Intern	22.22	0.0																	
<b>TOTALS</b>		164.0	100%	\$34.33	48.0	100.00%	\$31.51	46.0	100%	\$31.92	45.0	100%	\$31.44	9.0	100%	\$32.15	9.0	100%	\$63.28

## AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Project Administration																	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Associate Principal II	69.79	3	42.86%	29.91															
Associate Principal I	62.76																		
Senior Consultant	69.94																		
Senior Project Manager III	62.50																		
Senior Project Manager II	50.71																		
Senior Project Manager I	44.18																		
Senior Landscape Architect	55.56																		
Senior Planning PM	52.37																		
Senior Geologist PM	52.14	2	28.57%	14.90															
Senior Technical Specialist II	63.23																		
Senior Technical Specialist I	50.93																		
Senior Scientist PM II	52.00																		
Senior Technical Scientist	49.31																		
Scientist PM II	47.00																		
Assistant PM Scientist	36.39																		
Environmental Engineer PM I	41.94																		
Geotechnical Engineer PM I	39.58																		
Architect PM	45.64																		
Assistant PM Engineer I	39.28																		
Engineer I	30.20																		
Scientist E1	30.01	1	14.29%	4.29															
Scientist E2	25.90																		
Technical Graphics Technician	24.85																		
Administrative Managers	44.86																		
Senior Administrative Assistant	31.53	1	14.29%	4.50															
Lead Word Processor	39.16																		
Intern	22.22																		
<b>TOTALS</b>		7.0	100%	\$53.60	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

# HUFF & HUFF, INC. SUMMARY OF INHOUSE DIRECT COSTS

Project: Benesch - Lake Cook Road

## DIRECT

### **PESA**

Trips - Company	62 miles	x	2 x	\$	0.56	=	\$	69.44
Tolls	ea	x	4 x	\$	1.50	=	\$	6.00
Database Package			1 x	\$	320.00	=	\$	320.00
<b>Task Total</b>								<b>\$ 395.44</b>

### **Wetland Delineation**

Trips - Company	62 miles	x	1 x	\$	0.56	=	\$	34.72
Tolls	ea	x	4 x	\$	1.50	=	\$	6.00
<b>Task Total</b>								<b>\$ 40.72</b>

### **Tree Survey**

Trips - Company	62 miles	x	2 x	\$	0.56	=	\$	69.44
Tolls			8 x	\$	1.50	=	\$	12.00
<b>Task Total</b>								<b>\$ 81.44</b>

### **Jurisdictional Determination**

Trips - Company	62 miles	x	1 x	\$	0.56	=	\$	34.72
Tolls			4 x	\$	1.50	=	\$	6.00
<b>Task Total</b>								<b>\$ 40.72</b>

### **QA/QC**

<b>Task Total</b>	<b>\$</b>	<b>-</b>
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### **Project Administration**

<b>Task Total</b>	<b>\$</b>	<b>-</b>
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<b>GRAND TOTAL</b>	<b>\$</b>	<b>558.32</b>
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**HUFF & HUFF, INC.**  
**SUMMARY OF OUTSIDE DIRECT COSTS**  
Project:

**OUTSIDE**

**PESA**

Analytical									
PNA	0	x	\$	-	=	\$	-		
Arsenic, pH	0	x	\$	-	=	\$	-		
VOC	0	x	\$	-	=	\$	-		
Trips - Employee	0	x	\$	0.56	=	\$	-		
Tolls - Employee	0	x	\$	1.50	=	\$	-		
Parking	0	x	\$	10.00	=	\$	-		
Maps/Aerials	0	x	\$	10.00	=	\$	-		
Federal Express	0	x	\$	20.00	=	\$	-		
Records Search	0	x	\$	275.00	=	\$	-		
	0	x	\$	-	=	\$	-		
			<b>Task Total</b>			<b>\$</b>	<b>-</b>		

**PSI/CCDD**

Trips - Employee	0	x	\$	0.56	=	\$	-		
Tolls - Employee	0	x	\$	1.50	=	\$	-		
Parking	0	x	\$	10.00	=	\$	-		
Maps/Aerials	0	x	\$	10.00	=	\$	-		
Federal Express	0	x	\$	20.00	=	\$	-		
Records Search	0	x	\$	275.00	=	\$	-		
	0	x	\$	-	=	\$	-		
			<b>Task Total</b>			<b>\$</b>	<b>-</b>		

**Wetland Delineation**

0	x	\$	-	=	\$	-		
			<b>Task Total</b>			<b>\$</b>	<b>-</b>	

**Tree Survey**

0	x	\$	-	=	\$	-		
			<b>Task Total</b>			<b>\$</b>	<b>-</b>	

**Jurisdictional Determination**

0	x	\$	-	=	\$	-		
			<b>Task Total</b>			<b>\$</b>	<b>-</b>	

**QA/QC**

0	x	\$	-	=	\$	-		
			<b>Task Total</b>			<b>\$</b>	<b>-</b>	

**Project Administration**

0	x	\$	-	=	\$	-		
			<b>Task Total</b>			<b>\$</b>	<b>-</b>	

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**GRAND TOTAL      \$      -**

**HUFF & HUFF, INC.**  
**SUMMARY OF SERVICES BY OTHERS**  
 Project:

				<u>OUTSIDE</u>
<b>PESA</b>				
_____	0 x	\$ -	= \$	-
		<b>Task Total</b>	<b>\$</b>	<b>-</b>
<b>PSI/CCDD</b>				
Traffic Control	2 x	\$ 2,650.00	= \$	5,300.00
Driller	2 x	\$ 2,400.00	= \$	4,800.00
_____	0 x	\$ -	= \$	-
		<b>Task Total</b>	<b>\$</b>	<b>10,100.00</b>
<b>Wetland Delineation</b>				
SUB1	0 x	\$ -	= \$	-
_____	0 x	\$ -	= \$	-
		<b>Task Total</b>	<b>\$</b>	<b>-</b>
<b>Tree Survey</b>				
_____	0 x		= \$	-
	0 x		= \$	-
		<b>Task Total</b>	<b>\$</b>	<b>-</b>
<b>Jurisdictional Determination</b>				
_____	x	\$ -	= \$	-
	0 x	\$ -	= \$	-
		<b>Task Total</b>	<b>\$</b>	<b>-</b>
<b>QA/QC</b>				
_____	x	\$ -	= \$	-
	0 x	\$ -	= \$	-
		<b>Task Total</b>	<b>\$</b>	<b>-</b>
<b>Project Administration</b>				
_____	x		= \$	-
	0 x	\$ -	= \$	-
		<b>Task Total</b>	<b>\$</b>	<b>-</b>
<hr/>				
<b>GRAND TOTAL</b>				<b>\$ 10,100.00</b>

August 12, 2021

To: Scott Wojteczko, PE, SE  
Structural Group Manager  
Vice President  
Alfred Benesch & Company  
35 West Wacker Drive  
Suite 3300  
Chicago, IL 60601

Re: Proposal - Geotechnical Exploration  
Proposed Lake Cook Road Bike Path  
Phase I  
Lake County, Illinois

Proposal No. Q21.335g\_REV1

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

Dear Mr. Wojteczko,

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 Scott Wojteczko of Alfred Benesch & Company via email on July 20, 2021.

### PROJECT UNDERSTANDING

Rubino understands that Alfred Benesch & Company has been selected by Lake County DOT for the Lake Cook Bike Path Phase I project. The project includes a bike path extension for the Skokie Valley Bike Trial from Skokie Boulevard to east of the Skokie River. The project is anticipated to do one of the following:

- Widen the existing roadway bridges to accommodate the 10' path
- Build an independent path structure immediately adjacent to the existing roadway bridge
- Build a more significant independent path structure that is a flyover of Skokie Highway and the ramps.

### Information received:

- RFP Email from Scott Wojteczko of Alfred Benesch & Company on July 22, 2021



**Design criteria received:** none; prior to issuing the geotechnical report, Rubino will need to receive the following:

- Boring elevations
- Current TS&L that includes the following:
  - Scour report and elevation
  - Bridge Type and description for SGR text
  - Information for pile driving spreadsheet:
    - Pile Cutoff Elevation (if applicable)
    - Elevation of soil against pile during driving
    - Abutment loading (kips)
    - Abutment Length

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

### **SCOPE OF SERVICES**

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

#### **Site Access and Traffic Control**

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

Traffic control will consist of cones, approach signage, and an arrow board. Rubino anticipates that the drill rig will require an arterial lane closure along Lake Cook Road, and an expressway lane closure along Skokie Valley Road.

No railroad flaggers are expected for this project.

#### **Boring Locations**

The approximate proposed boring locations will be determined prior to mobilization. Rubino understands that which side of Lake Cook Road the bike trail will be placed has yet to be determined. 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.

### Boring Depths

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

NUMBER OF BORINGS	DEPTH (FEET BEG*)	LOCATION
5	50 – 75	Skokie Valley Road – Two Abutments, Three Pier Borings
2	50 – 75	Skokie River Abutments
3	10	Bike Path Borings

\*BEG = below existing grade

### SPT - Soil Sampling - IDOT

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

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

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

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

### Completion of Borings

Upon completion of drilling, the borings will be backfilled with soil cuttings and capped with similar existing material or asphalt cold patch as applicable. 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
Atterberg Limits	8	Split spoon, bulk, or Shelby Tube
Hydrometer	2	Split spoon, bulk, or Shelby Tube
Natural Moisture Content	159	Shelby Tube, Cohesive Samples
Organic Content	8	Split spoon, bulk, or Shelby Tube
Consolidation Testing	1	Shelby Tube, Cohesive Sample

### STRUCTURE GEOTECHNICAL REPORTS (SGR)

Upon completion of field and laboratory work, Rubino will prepare two Structure Geotechnical Reports (one for each bridge) using the collected data. The SGRs will include the following:

- Cover Sheet and Table of Contents
- Project Description and Scope
- Field Exploration
- Geotechnical Evaluations and Recommendations
  - Settlement
  - Slope Stability
  - Scour
  - Seismic Considerations
- Foundation Recommendations
- Construction Considerations
- Appendices (Supporting Documentation): location map, boring plan and soil profile, boring logs, laboratory test results, SSR Charts, photographs

### BIKE PATH BORINGS SUMMARY REPORT

- *Summary of client-provided project information and report basis*
- *Overview of encountered subsurface conditions*
- *Overview of field and laboratory tests performed including results*
- *Geotechnical recommendations pertaining to:*
  - *Subgrade preparation*
  - *Subgrade Stability*
  - *Estimated IBV value at each boring location*
- *Construction considerations, including temporary excavation and construction control of water*

An electronic copy of the reports will be provided. The reports 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	10
Field work including site layout and drilling	5 - 10
Laboratory Testing	10 – 20
Preparation of the Geotechnical Report	20 – 25

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

### SPECIAL INSTRUCTIONS

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

### FEES

Rubino proposes to charge the fee for performance of the outlined scope of services on a cost plus fixed fee basis per the attached CECS. Based on the scope of services outlined above, the estimated fee will be:

<b>Geotechnical</b>	Drilling and Report Preparation:	<b>\$ 64,130</b>	<b>CECS</b>
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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 use of shallow foundations to support the planned construction and 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.

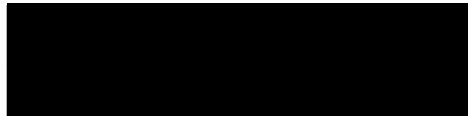
### **AUTHORIZATION**

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.

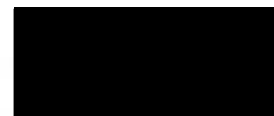
Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact Rubino with questions pertaining to this proposal or requests for additional services.

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.**

**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.

Client#: 1171877		RUBINENG	
<b>ACORD</b>		<b>CERTIFICATE OF LIABILITY INSURANCE</b>	
		DATE (MM/DD/YYYY) 9/01/2020	
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.			
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).			
PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60023 312 442-7200		CONTACT NAME: Laurie Cloninger PHONE: 630 626-8219 FAX: 610 837-4939 EMAIL ADDRESS: laurie.cloninger@usi.com	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
		INSURER A: RLI Insurance Company 13086	
		INSURER B: Berkley Insurance Company 32603	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Rubino Engineering, Inc. 426 Shepard Dr Ste H Elgin, IL 60123			

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
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.						
MIN LTR	TYPE OF INSURANCE	ADDL INSUR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES FOR <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> INCIDENT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____		PSB0003777	09/01/2020	09/01/2021	EACH OCCURRENCE ±1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) ±1,000,000 MED EXP (Any one person) ±10,000 PERSONAL & AD&V INJURY ±1,000,000 GENERAL AGGREGATE ±2,000,000 PRODUCTS - COMPLE AGG ±2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOES ONLY <input checked="" type="checkbox"/> HIRED AUTOES ONLY <input type="checkbox"/> NON-OWNED AUTOES ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOES ONLY		PSA0001881	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Per accident) ±1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> BEG <input type="checkbox"/> RETENTION/LIM		PSE0002142	09/01/2020	09/01/2021	EACH OCCURRENCE ±5,000,000 AGGREGATE ±5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROVISION PARTNER/EMPLOYEE OF MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	PSW0002789	09/01/2020	09/01/2021	<input checked="" type="checkbox"/> PER EMPLOYEE <input type="checkbox"/> TOTAL \$ EL EACH ACCIDENT ±1,000,000 EL DISEASE - EA EMPLOYEE ±1,000,000 EL DISEASE - POLICY LIMIT ±1,000,000
B	Professional Liability		AEC903915101	09/01/2020	09/01/2021	\$2,000,000 each claim / \$4,000,000 annual aggr.
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Professional Liability is written on a 'claims made' policy form. Some or all officers are excluded from Workers Compensation coverage.						
THIS CERTIFICATE OF INSURANCE IS INTENDED AS A SPECIMEN COPY ONLY.						

<b>CERTIFICATE HOLDER</b>  Rubino Engineering, Inc.	<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 <div style="background-color: black; width: 100px; height: 20px;"></div>
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## 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 or 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 changes.

**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, storage, 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.**

## PAYROLL ESCALATION TABLE FIXED RAISES

**FIRM NAME**  
**PRIME/SUPPLEMENT**  
**Prepared By**

Rubino Engineering, Inc.  
Prime  
Anthony Tomaras

**DATE** 08/12/21  
**PTB-ITEM#** 1

**CONTRACT TERM** 12 **MONTHS**  
**START DATE** 10/1/2021  
**RAISE DATE** 3/1/2022

**OVERHEAD RATE** 146.00%  
**COMPLEXITY FACTOR** 0  
**% OF RAISE** 3%

**END DATE** 9/30/2022

### ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	10/1/2021	3/1/2022	5	41.67%
1	3/2/2022	10/1/2022	7	60.08%

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The total escalation = 1.75%

## PAYROLL RATES

FIRM NAME Rubino Engineering, Inc DATE 08/12/21  
PRIME/SUPPLEMENT Prime  
PTB-ITEM # 1

ESCALATION FACTOR 1.75%

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

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Material Tester 1 & 2	\$39.69	\$40.38
Project Manager/Engineer	\$38.48	\$39.15
Staff Engineer/Geologist/So	\$30.62	\$31.16
Administrative	\$22.89	\$23.29
Driller	\$57.45	\$58.46
Laboratory Staff	\$23.00	\$23.40
Principal	\$70.00	\$71.23

## COST PLUS FIXED FEE

**Bureau of Design and Environment**  
**Prepared By: Consultant**  
**DATE 08/12/21**

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

OVERHEAD RATE	146.00%
COMPLEXITY FACTOR	0

[illegible]

**DBE 100.00%**

## AVERAGE HOURLY PROJECT RATES

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

DATE 08/12/21

**SHEET**      1    OF    5

PAYROLL		AVG HOURLY RATES	TOTAL PROJ. RATES						Setup / Drilling / Reporting											
CLASSIFICATION			Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Material Tester 1 & 2			0.0																	
Project Manager/Engineer			30.0	9.68%	3.79	30	9.68%	3.79												
Staff Engineer/Geologist/Sd			102.0	32.90%	10.25	102	32.90%	10.25												
Administrative			4.0	1.29%	0.30	4	1.29%	0.30												
Driller			160.0	51.61%	30.17	160	51.61%	30.17												
Laboratory Staff			6.0	1.94%	0.45	6	1.94%	0.45												
Principal			8.0	2.58%	1.84	8	2.58%	1.84												
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**COMPANY NAME: Rubino Engineering, Inc**
**PTB NUMBER: Rubino proposal # Q21.335g\_REV1 Lake Cook Bike Path**
**TODAY'S DATE: 8/12/2021**

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			\$0.00	\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00	\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day		9	\$65.00	\$585.00
Vehicle Rental	Actual cost (Up to \$55/day)			\$0.00	\$0.00
Tolls	Actual cost			\$0.00	\$0.00
Parking	Actual cost			\$0.00	\$0.00
Overtime	Premium portion (Submit supporting documentation)		32	\$29.00	\$928.00
Shift Differential	Actual cost (Based on firm's policy)			\$0.00	\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Project Specific Insurance	Actual cost			\$0.00	\$0.00
Monuments (Permanent)	Actual cost			\$0.00	\$0.00
Photo Processing	Actual cost			\$0.00	\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			\$0.00	\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0.00
CADD	Actual cost (Max \$15/hour)			\$0.00	\$0.00
Web Site	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Advertisements	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Recording Fees	Actual cost			\$0.00	\$0.00
Transcriptions (specific to project)	Actual cost			\$0.00	\$0.00
Courthouse Fees	Actual cost			\$0.00	\$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)		5	\$ 1,000.00	\$5,000.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Testing of Soil Samples*	Actual cost			\$0.00	\$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)			\$0.00	\$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Alterberg Limits	In house direct cost		2	\$ 70.00	\$140.00
Hydrometer	In house direct cost		1	\$ 140.00	\$140.00
Natural Moisture Content	In house direct cost		159	\$ 7.00	\$1,113.00
Organic Content	In house direct cost		8	\$ 23.33	\$186.64
Drill Rig Mobilization	In house direct cost		8	\$ 647.11	\$5,176.88
Expressway Single Lane Closure	Outside Direct Cost		3	\$3,000.00	\$9,000.00
CCDD Analytical Testing	Outside Direct Cost			\$ 560.00	\$0.00
1D Consolidation Testing	In house direct cost		1	\$800.00	\$800.00
Unconfined Compression Test	In house direct cost			\$85.00	\$0.00
				\$0.00	\$0.00
<b>TOTAL DIRECT COST</b>					<b>\$23,069.62</b>

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

W.O. = Work Order

J.S. = Job Specific



August 25, 2021

Travis Kluegel, P.E.  
Civil Group Manager  
**Benesch**  
35 W. Wacker Drive, Suite 3300  
Chicago, Illinois 60601

**RE: Lake County SUE Proposal (ASE #221074)**

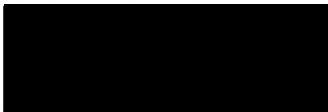
Mr. Kluegel:

American Surveying & Engineering, P.C. (ASE) offers to perform the work as outlined in the accompanying scope for a fee of **\$30,085.<sup>00</sup>**. This fee is derived from a \$1.69 per linear foot rate for 15,600 linear feet of SUE Quality Level B designating and professional service time in support of the field operations.

Thank you for allowing us to propose on this important project.

Sincerely,

**American Surveying & Engineering, P.C.**



Coventine Fidis, President/CEO

Visit our website at: [www.americansurvey.com](http://www.americansurvey.com)

30 N. LaSalle Street | Suite 3440 | Chicago, IL 60602 | 312-277-2000 | FAX 312-277-2002  
841 N. Galena Ave. | Dixon, IL 61021 | 815-288-6231 | FAX 815-288-6277  
1548 N. Bond Street. | Suite 105 | Naperville, IL 60563 | 630-897-4105 | FAX 630-897-4121

# Supplemental Scope of Work



## PROJECT SUMMARY

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Project Name: Lake County SUE

ASE Proposal No. 221074

Owner: Lake County

Date: August 16, 2021

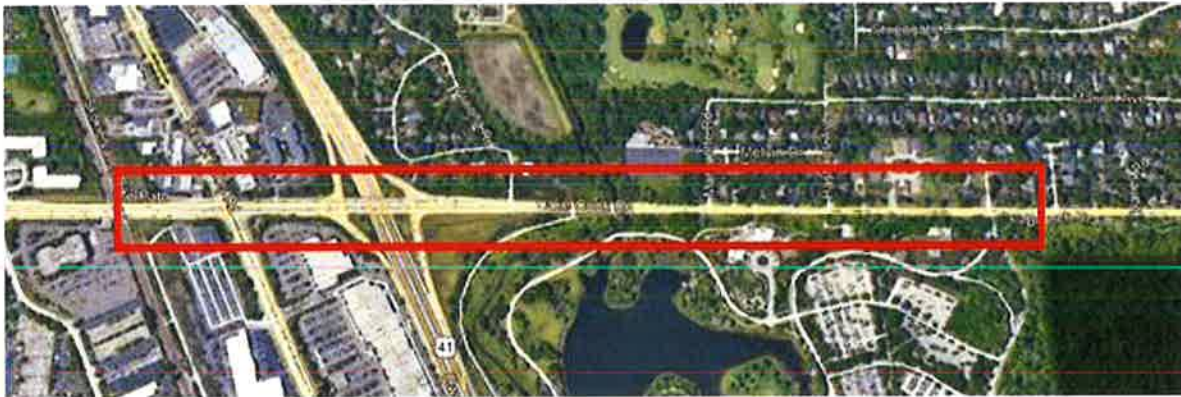
Agent: Benesch

Revision Date: **August 25, 2021**

**Project Description** – Provide Subsurface Utility Engineering (SUE) Quality Level B study for a Phase I study for a proposed new bike path route.

**Project Location** – The project is located along Lake Cook Road in Highland Park, IL.

**Project limits** – The project limits are shown below. The limits included 20' north of the pavement and 30' south beyond the back of the curb along Lake Cook Road. This proposal does not include the four signalized intersections, the two interchanges, and the side street intersections. This proposal assumes three utility locates along the length of the project for a total of 15,600 linear feet of SUE QL B.



## GENERAL CONDITIONS AND SCOPE ASSUMPTIONS

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1. Subsurface Utility Engineering (SUE) standards referred to within this scope of work are in accordance with the ASCE 38-02 Standard Guideline of the Collection & Depiction of Existing Subsurface Utility Data.
2. American Surveying & Engineering shall not be responsible for any erroneous information provided by underground utility providers.

3. All previous and relevant survey information such as Preliminary Surveys and construction plans if available and will be provided to ASE at no cost prior to starting the work.
4. Owner/Agent will provide a Letter of Introduction to facilitate field operations.
5. Hazardous Waste sites requiring protective equipment designated "Class D" or greater will not be entered unless provided for otherwise in the Scope of Work Tasks.
6. This proposal assumes the flowlines of project drainage structures (culverts, manholes, inlets, etc.) will be surveyed as existing conditions. ASE will not clean, excavate, pump or otherwise remove debris, silt, trash or other material from project structures.
7. American Surveying & Engineering is not signatory to any organized labor agreements. We will not provide services in any capacity where labor disputes may exist. We will not be responsible for costs or delays associated with labor disputes relevant to work on this project.
8. Field work performed on this project is subject to the vagaries of weather. In the event weather impairs our ability to perform any specified professional services, we will contact the Owner/Agent to determine changes in schedule or cost. No additional work will be performed until the Owner/Agent has reviewed and approved a revised cost or schedule.
9. If additional permit fees are required for access, we will contact the agent before proceeding.
10. ASE will not be locating aerial lines/pole inventory or detailing stormwater or sanitary sewers.
11. ASE will bill at a rate of \$1.69 per linear foot of SUE QL B designating, an assumes 15,600 linear feet of SUE QL B. Any additional designating will only be performed upon approval of a supplemental scope and will be invoiced at \$1.69 per LF.
12. This proposal assumes ASE will not need access to Railroad right of way and does not include Railroad ROW right of entry agreement needs and fees, Railroad cable locate fees or Railroad Liability insurances.
13. ASE will begin work after Notice to Proceed at a mutually agreed upon date.
14. This SOW shall become part of the contract between Owner/Agent and ASE.

## PROPOSED TASKS

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1. Administration
  - 1.1. Meetings with Owner or Agent, including in-house meetings. Progress Reports, scheduling, invoicing and other project administrative tasks.
  - 1.2. Technical direction of staff
  - 1.3. Project Management, resource coordination.
2. Document Compilation
  - 2.1. Obtain relevant project documents from Owner/Agent and Courthouse.
  - 2.2. Compile, review and index information.
  - 2.3. Prepare compiled information for field and office tasks.
3. SUE Level D
  - 3.1. Submit Design JULIE request to gather atlases in project area.
  - 3.2. Research and review existing utility information.
  - 3.3. Incorporate supplemental Level D information into SUE CAD file once Level B field survey is complete.
4. SUE Level C
  - 4.1. Field verify Level D information using visible appurtenance of utilities.

- 4.2. Office Calculations, CADD.
- 4.3. Aerial Lines will not be located and inventoried for this SUE study.
- 4.4. Storm and Sanitary sewers will not be detailed for this SUE study.
5. Field locate horizontal Location Using Digital Verifier (SUE Level B) - This proposal assumes 15,600 linear feet of SUE Level B.
  - 5.1. Use digital verifier to interpret the presence of underground utilities. Mark with paint only. Paint marks will be tied into survey data.
  - 5.2. Utilities located within Railroad Right-of-Way require a Right of Entry (ROE) agreement, a Railroad Cable locate, and Railroad Protective Liability Insurance. For purposes of this study, ASE assumes that utilities within the RR ROW will NOT be needed and thus costs associated with these requirements are NOT included.
6. QA/QC
  - 6.1. Review contract documents and survey requirements to verify ASE project QA/QC requirements. Create project-specific QA/QC plan.
  - 6.2. Periodic project review to assure compliance with policy and contract documents.

## DELIVERABLES

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- Geo-referenced, 3D MicroStation file detailing SUE Data in NAD83 (2011) IL East State Plane and NAVD 88 plan view.
- Raw survey data (.CSV file of all points).
- Survey field book (PDF).
- Atlases gathered from Design JULIE.

## DIRECT COST ITEMS

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- A. Traffic Control – 1 day at \$900 per day.

## ITEMS SUPPLIED BY OTHERS

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



# Lake County Illinois

## Certified Copy

resolution: 21-1303

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**File Number: 21-1303**

Joint resolution authorizing an agreement with Alfred Benesch and Company, Chicago, Illinois, for Phase I professional engineering services for non-motorized travel improvements along Lake Cook Road, between the Skokie Valley Bike Path and the Chicago Botanical Gardens entrance, at a maximum cost of \$998,903, and appropriating \$1,200,000 of ¼% Sales Tax for Transportation funds.

### RESOLUTION

**WHEREAS**, Lake County believes it would be beneficial to the safety and welfare of the traveling public if Lake Cook Road, between the Skokie Valley Bike Path and the Chicago Botanical Gardens entrance at Turnbull Woods Court, could be improved by adding non-motorized travel improvements; and

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

**WHEREAS**, it is recommended that a consultant engineering firm be employed to provide these services; 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 and Company, Chicago, Illinois, are consulting engineers skilled in the provision of these Phase I professional engineering services; and

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

**NOW, THEREFORE BE IT RESOLVED** by this Lake County Board, 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 and Company, Chicago, Illinois, in the amount of \$998,903, for Phase I professional engineering services for non-motorized improvements along Lake Cook Road, between the Skokie Valley Bike Path and the Chicago Botanical Gardens entrance at Turnbull Wood Court, a draft copy of which is attached hereto.

**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.

**BE IT FURTHER RESOLVED** that there is hereby appropriated \$1,200,000 of ¼% Sales Tax for Transportation funds for these Phase I professional engineering services, and designated as Section 21-00265-02-BT.

**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 September 14, 2021.

I, Robin M. O'Connor, 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. 21-1303, passed by the Lake County Board on 9/14/2021.

Attest:

  
Robin M. O'Connor

September 21, 2021

Date Certified