

**KANE COUNTY**  
DIVISION of TRANSPORTATION

Carl Schoedel, P.E.  
Director of Transportation  
County Engineer

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DATE: December 5, 2008  
TO: Jean Weems  
County Board Office  
FROM: Linda Haines *Linda Haines*  
SUBJECT: December County Board

5 – Preliminary Engineering Services Agreement for Federal Participation with H. W. Lochner, Inc., Main Street at Nelson Lake Road, Kane Co. Sec. #08-00378-00-CH with Document Vet Sheet

3 – Agreement with Christopher B. Burke Engineering West for the South Elgin Sedge Meadow Adaptive Management Plan, Stearns Road Bridge Corridor, Kane County Section #08-00214-21-LS with Document Vet Sheet

TRANSMITTED FOR:

- YOUR INFORMATION AND FILE
- YOUR APPROVAL AND/OR CORRECTION
- AS REQUESTED
- SEE BELOW

REMARKS: Please have the County Board Chairman sign, send to County Clerk for signature and seal, and then return to our office for further processing.

Thanks.

**DOCUMENT VET SHEET**  
for  
**Karen McConnaughay**  
**Chairman, Kane County Board**

Name of Document: Preliminary Engineering Services Agreement for Federal

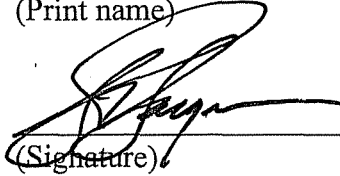
Participation with H. W. Lochner, Inc., Main at Nelson Lake Road, Kane County Section

#08-00378-00-CH

Submitted by: Linda Haines

Date Submitted: November , 2008

Examined by: Pat Jaeger  
(Print name)


  
(Signature)

11/10/08  
(Date)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Chairman signed:  Yes  No 12-15-08  
(Date)

Document returned to: ~~Haines~~ Clerk

Local Agency County of Kane	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Federal Participation</b>	<b>C O N S U L T A N T</b>	Consultant H.W. Lochner, Inc.
County Kane				Address 20 N. Wacker Drive
Section 08-00378-00-CH				City Chicago
Project No.				State IL
Job No.				Zip Code 60606
Contact Name/Phone/E-mail Address Paul LaFleur 630-406-7355 lafleurpaul@co.kane.il				Contact Name/Phone/E-mail Address Frank J. Powers 312-372-3011 fpowers@hwlochner.com

THIS AGREEMENT is made and entered into this 9th day of December, 2008 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

#### Project Description

Name Main Street at Nelson Lake Road Route \_\_\_\_\_ Length \_\_\_\_\_ Structure No. \_\_\_\_\_

Termini Intersection

Description Phase I design services for the intersection of Nelson Lake Road and Main Street. See attached scope for a detailed list of items included in the scope.

#### Agreement Provisions

##### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 550 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A 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.
5. That the ENGINEER is qualified technically and is entirely 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 herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. 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 STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- a. 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 me or the above ENGINEER) to solicit or secure this AGREEMENT,
  - b. 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. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - e. have 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 indicted 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 (e) and
  - g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
  - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
  - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
  - Design and/or approve cofferdams and superstructure shop drawings.
  - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
  - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
  - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
  - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
  - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
  - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
  - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee       CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or  
                                  CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or  
                                  CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where:      DL = Direct Labor  
                 IHDC = In House Direct Costs  
                 OH = Consultant Firm's Actual Overhead Factor  
                 R = Complexity Factor

Specific Rate               (Pay per element)

Lump Sum                   \_\_\_\_\_

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, 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 LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any 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 DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by 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 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, 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 LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE 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.
4. 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 LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, 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 STATE; 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 STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. 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 save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all 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 material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 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 State 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 or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in 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 the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. 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 DOT assisted contracts. 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 LA deems appropriate.

**Agreement Summary**

Prime Consultant:	TIN Number	Agreement Amount
H. W. Lochner, Inc.	36-2338811	\$123,158.59
Sub-Consultants:	TIN Number	Agreement Amount
Midwest Technical Consultants, Inc.	36-3350343	\$13,452.80
Geo Services, Inc.	36-4390972	\$23,470.11
Huff & Huff	36-3044842	\$14,287.72
	Sub-Consultant Total:	\$51,210.63
	Prime Consultant Total:	\$123,158.59
	Total for all Work:	\$174,369.22

Executed by the LA:

County of Kane  
(Municipality/Township/County)

SIGN HERE

ATTEST:

By: \_\_\_\_\_  
John A. Cunningham, County Clerk

By: Karen McComan  
Title: Chairman, County Board

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: Louis J. Garbacz  
Title: Office Administrator

H.W. Lochner, Inc. [Signature]  
By: \_\_\_\_\_  
Title: Senior Vice President

**NELSON LAKE ROAD AT MAIN STREET  
INTERSECTION IMPROVEMENT  
KANE COUNTY, ILLINOIS**

**PHASE I SERVICES**

**SUMMARY OF PHASE I SERVICES**

WORK ITEM	MAN-HOUR ESTIMATE
I. EARLY COORDINATION	14
II. DATA COLLECTION	85
III. FIELD SURVEY	4
IV. TRAFFIC ANALYSIS	16
V. ACCIDENT ANALYSIS	16
VI. PRELIMINARY DESIGN STUDIES	110
VII. HYDRAULIC & DRAINAGE STUDIES	172
VIII. GEOTECHNICAL INVESTIGATION	5
IX. QUANTITY TAKE-OFF AND COST ESTIMATES	24
X. ENVIRONMENTAL STUDIES	136
XI. COORDINATION	26
XII. PUBLIC INVOLVEMENT	44
XIII. REPORT PREPARATION	176
XIV. PROJECT MEETINGS	48
XV. PROJECT MANAGEMENT	72
TOTAL MAN-HOURS	948

APPENDIX



**NELSON LAKE ROAD AT MAIN STREET  
INTERSECTION IMPROVEMENT  
KANE COUNTY, ILLINOIS**

**PHASE I SERVICES**

WORK ITEM	MAN-HOUR ESTIMATE
I. <u>Early Coordination</u>	
A. <u>Early Coordination</u> Contact other entities (i.e. Batavia Township, IDOT) to advise them of the proposed project.	4
B. <u>Mobilization Meeting</u> Meet with IDOT and Kane County to present the project and begin the coordination process with IDOT.	10
Early Coordination Sub-Total	14
II. <u>Data Collection</u>	
A. <u>Aerial Photography</u> Obtain copies of existing digital aerial photos of project area from Kane County. Review coverage and import into CADD.	1
B. <u>Existing Roadway Plans</u> Collect all existing roadway plans from Kane County and Batavia Township. HWL will inventory and store all plans for retrieval.	2
C. <u>Right-of-Way</u> Right-of-Way maps will be collected from Kane County and Batavia Township.	2
D. <u>Land Use</u> A visual reconnaissance of the project area will be made to determine existing land uses. Information regarding any adjacent planned improvements will also be researched.	2
E. <u>Photo Log</u> Photographs will be taken of the general project area and of features along the project length that may be of significance to the project. Photos will be indexed, mounted and stored for use in design studies.	12

**NELSON LAKE ROAD AT MAIN STREET  
INTERSECTION IMPROVEMENT  
KANE COUNTY, ILLINOIS**

**PHASE I SERVICES**

WORK ITEM	MAN-HOUR ESTIMATE
<p>F. <u>Existing Utility Locations</u> Utility companies will be contacted to obtain locations of existing facilities and information regarding utility work proposed in the near future within the project limits. Kane County will assist HWL in this effort by providing a list of known contacts.</p>	4
<p>G. <u>Traffic Counts</u> Traffic counts will be performed at the intersection of Douglas Road and Kirk Road. Data will be collected manually and will include all turn movements and vehicle classifications for the morning and evening peak periods. In addition, 48-hour ADT counts will be obtained on each of the roads using tube counters.</p>	34
<p>H. <u>Accident Data</u> HWL will obtain accident data for each of the five most recent years for the project area from Batavia Township and Kane County. HWL will organize, review, and inventory accident data that is received.</p>	4
<p>I. <u>Drainage and Hydraulics</u> HWL will review existing plans obtained from Kane County and Batavia Township for existing drainage information. HWL will contact Kane County and Batavia Township to determine any existing drainage problem areas or required improvements. HWL will conduct a field reconnaissance of the project area to determine the character and nature of the drainage and outfall(s) for the project area.</p>	16
<p>J. <u>Miscellaneous Field Trips</u> It is estimated there will be one miscellaneous reconnaissance field trip required to collect/supplement various information for the project.</p>	8
Data Collection Sub-Total	85

**NELSON LAKE ROAD AT MAIN STREET  
INTERSECTION IMPROVEMENT  
KANE COUNTY, ILLINOIS**

**PHASE I SERVICES**

WORK ITEM	MAN-HOUR ESTIMATE
III. <u>Field Survey</u>	
A. <u>Field Survey</u> Conduct full topographic design survey including establishment of horizontal and vertical controls, topography, cross sections (at 50 foot increments), drainage, culverts and ROW verification. (See Midwest Technical Consultants, Inc. scope in Appendix).	0
B. <u>Review</u> HWL will coordinate and review the submitted field survey.	4
Field Survey Sub-Total	4
IV. <u>Traffic Analysis</u>	
A. <u>Existing Traffic Volumes</u> Reduce traffic counts and prepare traffic volume summary sheets for use in the project study. Peak hour volumes and ADT will be determined based on the data collected.	4
B. <u>Projected Traffic Volumes</u> Coordinate with Kane County and the Chicago Metropolitan Agency for Planning to obtain design-year projected average daily traffic volumes.	4
C. <u>Capacity Analysis</u> A capacity analysis for the intersection of Nelson Lake Road and Main Street will be performed using HCS.	8
Traffic Analysis Sub-Total	16

**NELSON LAKE ROAD AT MAIN STREET  
INTERSECTION IMPROVEMENT  
KANE COUNTY, ILLINOIS**

**PHASE I SERVICES**

WORK ITEM	MAN-HOUR ESTIMATE
<hr/>	
V. <u>Accident Analysis</u>	
A. <u>Accident Study</u>	16
Utilizing available accident information, HWL will analyze accident patterns for the intersection of Nelson Lake Road and Main Street. The five most recent (available) years of accident data will be analyzed. Causes and factors which contribute to the accident patterns will be identified and measures to rectify the problems will be identified in the evaluation. The analysis will be conducted according to guidance provided in IDOT's Illinois Comprehensive Highway Safety Plan and NCHRP Report 500.	
Accident Analysis Sub-Total	16
VI. <u>Preliminary Design Studies</u>	
A. <u>Typical Roadway Section Development</u>	8
Typical sections will be developed based on the capacity analysis and geometric continuity.	
B. <u>Preferred Roadway Plans</u>	60
Horizontal and vertical geometrics will be developed to satisfy the project purpose and need. It is assumed ROW will be required to accommodate pavement widening, intersection radii and drainage requirements. Plan/profile sheets will be prepared. Existing utilities will be shown on the P/P sheets.	
C. <u>Highway Lighting System</u>	2
General street lighting requirements will be determined at the intersection based on IDOT's criteria.	
D. <u>Maintenance of Traffic</u>	40
Maintenance of traffic concepts will be developed for the proposed improvements.	
Preliminary Design Studies Sub-Total	110

**NELSON LAKE ROAD AT MAIN STREET  
INTERSECTION IMPROVEMENT  
KANE COUNTY, ILLINOIS**

**PHASE I SERVICES**

WORK ITEM	MAN-HOUR ESTIMATE
VII. <u>Hydraulic &amp; Drainage Studies</u>	
A. <u>Existing Conditions</u> Identify existing drainage boundaries, outfalls, local drainage conditions, existing drainage system capacity and soil permeability.	12
B. <u>Drainage Studies</u> Hydraulic and drainage studies will be performed for the proposed improvements. Based on the size of the widening or increase in impervious area, detention requirements will be determined according to the Kane Count Stormwater ordinance. Concepts and alternatives for the proposed drainage, including closed systems and open ditching will be developed and refined. The study is anticipated to include an comparison between an open ditch section and a curb and gutter section on Nelson Lake Road, use of best management practices to improve runoff water quality, an analysis of the capacity of an existing culvert south of the project area that may be affected by changes to the area drainage pattern and other strategies to improve drainage in the project area.	120
C. <u>Exhibits</u> The drainage study will be conducted according to the latest IDOT Location Drainage Study checklist. All text and exhibits for the Location Drainage Study checklist will be developed as required.	40
Hydraulic & Drainage Studies Sub-Total	172
VIII. <u>Geotechnical Investigation</u>	
A. <u>Coordination</u> Coordination with geotechnical subconsultant. Provide locations for pavement core sites and soil boring sites for roadway widening.	1

**NELSON LAKE ROAD AT MAIN STREET  
INTERSECTION IMPROVEMENT  
KANE COUNTY, ILLINOIS**

**PHASE I SERVICES**

WORK ITEM	MAN-HOUR ESTIMATE
B. <u>Soil Borings</u> Perform soil borings, analysis and provide geotechnical design and pavement design recommendations. Findings will be presented in a geotechnical report. (See Geo Services, Inc. scope in Appendix).	0
C. <u>Geotechnical Report</u> Review Geotechnical Report.	4
Geotechnical Investigation Sub-Total	5
IX. <u>Quantity Take-Off and Cost Estimates</u>	
A. <u>Quantity Takeoff</u> A quantity take-off of the major construction items will be prepared for the proposed improvements.	16
B. <u>Cost Estimate</u> A cost estimate will be prepared for the proposed improvements using unit-costs provided by IDOT.	8
Quantity Take-Off and Cost Estimates Sub-Total	24
X. <u>Environmental Studies</u>	
A. <u>Environmental Survey Request</u> An Environmental Survey Request form will be prepared and submitted to IDOT for processing. With the submittal of this form IDOT will determine the potential for impacts to archeological, historical and cultural resources, as well as identifying any threatened and endangered species in the project study area.	8
B. <u>Floodplain Encroachment/Section 404 Permit</u> An investigation into the location of a floodplain and the effects of the proposed improvements will be performed.	8

**NELSON LAKE ROAD AT MAIN STREET  
INTERSECTION IMPROVEMENT  
KANE COUNTY, ILLINOIS**

**PHASE I SERVICES**

WORK ITEM	MAN-HOUR ESTIMATE
<b>C. <u>Wetlands</u></b>	
1. <u>Coordination</u> Coordination with subconsultant performing the wetland study.	4
2. <u>Wetland Impact Study</u> If wetlands will be disturbed a wetland study will be performed which will include wetland delineation, determination of impacts, and mitigation recommendations. (See Huff & Huff, Inc. scope in Appendix).	0
<b>D. <u>Special Waste Investigation</u></b> A PESA will be performed for the project area. (See Huff & Huff, Inc.'s scope in Appendix).	0
<b>E. <u>Section 4(f)</u></b> One Programmatic 4(f) Evaluation	
1. <u>Avoidance Alternatives</u> Develop and refine alternatives and prepare exhibits for do-nothing, avoidance in same location and avoidance in new location alternatives.	40
2. <u>4(f) Evaluation</u> Prepare and submit evaluation demonstrating need for proposed improvement, detailing land use and documenting avoidance measures. Prepare and submit draft evaluation, address review comments, prepare final evaluation.	40
3. <u>Forest Preserve Coordination</u> Coordination with the 4(f) property owner.	8
4. <u>IDOT/FHWA Coordination</u> Coordination with the state and federal reviewing agencies.	8

**NELSON LAKE ROAD AT MAIN STREET  
INTERSECTION IMPROVEMENT  
KANE COUNTY, ILLINOIS**

**PHASE I SERVICES**

WORK ITEM	MAN-HOUR ESTIMATE
<b>F. <u>Air Quality</u></b>	
1. <u>Conformity</u> The status of the project in the CMAP TIP will be determined.	1
2. <u>Mobile Source Air Toxics</u> The text provided in the PDR form will be used and no additional analysis will be required.	1
3. <u>Particulate Matter</u> The text provided in the PDR form will be used and no additional analysis will be required.	1
4. <u>Hot-Spot Analysis</u> 40 CFR 93.123(b)(1) will be reviewed and the status of the project will be identified. It is anticipated that the project will not require a detailed hot-spot analysis.	1
5. <u>COS IM Analysis</u> A COSIM screening will be performed and it is anticipated that a detailed analysis will not be required.	8
<b>G. <u>Noise</u></b> It is anticipated that no noise analysis will be required.	0
<b>H. <u>Permits</u></b> Necessary construction permits will be identified and preliminary coordination will be made. No permit applications will be completed or submitted.	4
<b>I. <u>Prime Farmland</u></b> It is anticipated that the improvements will be exempt from the requirements of a prime farmland analysis.	4
<b>Environmental Studies Sub-Total</b>	<b>136</b>



**NELSON LAKE ROAD AT MAIN STREET  
INTERSECTION IMPROVEMENT  
KANE COUNTY, ILLINOIS**

**PHASE I SERVICES**

WORK ITEM	MAN-HOUR ESTIMATE
<hr/>	
XI. <u>Coordination</u>	
A. <u>Batavia Township</u> Nelson Lake Road is under the jurisdiction of the Batavia Township. One meeting will be held to discuss the project with the Batavia Township and to gather their input regarding the proposed improvements.	12
B. <u>IDOT</u> Periodic coordination and consultation with IDOT will be required. It is anticipated that no additional meetings will be required and all communication can be conducted through telephone and email.	12
C. <u>Chicago Metropolitan Agency for Planning</u> The project notification form will be completed and submitted.	2
Coordination Sub-Total	26

**NELSON LAKE ROAD AT MAIN STREET  
INTERSECTION IMPROVEMENT  
KANE COUNTY, ILLINOIS**

**PHASE I SERVICES**

WORK ITEM	MAN-HOUR ESTIMATE
XII. <u>Public Involvement</u>	
A. <u>Public Meeting</u>	
1. <u>Preparation</u> Prepare handout brochure, exhibits, advertisements and mailing list for an open-house format public meeting.	16
2. <u>Advertising</u> Distribute advertisements for public informational meeting including notice in newspaper and mailing to property owners and other stakeholders.	4
3. <u>Hold Meeting</u> Attend the public meeting. Kane County will be responsible for locating and providing the facility. It is anticipated that three people from Lochner will attend.	16
4. <u>Documentation</u> Prepare a disposition of comments received at the public meeting.	8
B. <u>Board Meetings</u> It is anticipated that Lochner will not need to attend Kane County Board meetings for project progress updates.	0
Public Involvement Sub-Total	60
XIII. <u>Report Preparation</u>	
A. <u>Project Development Report</u>	
1. <u>Report Writing</u> A Draft Project Development Report (PDR) will be prepared and submitted in accordance with IDOT guidelines.	80

**NELSON LAKE ROAD AT MAIN STREET  
INTERSECTION IMPROVEMENT  
KANE COUNTY, ILLINOIS**

**PHASE I SERVICES**

WORK ITEM	MAN-HOUR ESTIMATE
2. <u>Report Exhibit Preparation</u> Exhibits will include: a location map; typical roadway sections; roadway profile; proposed plan on aerial; and MOT schemes.	40
3. <u>Response to County and State Comments</u> Comments received on the Draft PDR will be reviewed and the necessary revisions to the appropriate studies will be completed. The text and exhibits will be updated to reflect the revisions. A disposition of the comments will be prepared.	40
4. <u>Final PDR</u> The Final PDR will be prepared and submitted, addressing IDOT and Kane County's comments.	16
Report Preparation Sub-Total	176
XIV. <u>Project Meetings</u>	
A. <u>Status Meetings</u> Attend two status meetings with Kane County personnel and prepare minutes for both meetings.	24
B. <u>IDOT/FHWA Coordination Meetings</u> Prepare for, attend and prepare minutes for two IDOT/FHWA Coordination Meetings.	24
Project Meetings Sub-Total	48
XV. <u>Project Management</u>	
A. <u>Management</u> Staffing, budgets, schedule controls, progress reports, billings and contract administration.	72
Project Management Sub-Total	72

**NELSON LAKE ROAD AT MAIN STREET  
INTERSECTION IMPROVEMENT  
KANE COUNTY, ILLINOIS**

**PHASE I SERVICES**

**SERVICES BY OTHERS**

Subconsultants

Surveying (Midwest Technical Consultants, Inc.)	\$13,452.80
Geotechnical (Geo Services, Inc.)	\$23,470.11
Environmental Assessment (Huff & Huff, Inc.)	\$14,287.72
Subconsultant Costs Sub-Total	<hr/> \$51,210.63

Outside Direct Costs

Travel	
Auto rental (7 trips x \$45/trip)	\$315
Fuel (150 miles @ 25 mpg @ \$4.50 x 7 trips)	\$189
Mailings	
Postage and overnight deliveries	\$100
Traffic Counters	
Rental	\$500
Outside Direct Costs Sub-Total	<hr/> \$1104
Services by Others Total	<hr/> \$52,314.63

**PAYROLL RATES**

FIRM NAME H.W. Lochner, Inc. DATE 09/02/08  
 PRIME/SUPPLEMENT Prime  
 PSB NO. Main and Nelson Lake  
 ESCALATION FACTOR 2.00%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal	\$70.00	\$70.00
Sr. Project Manager	\$64.75	\$66.05
Project Manager	\$47.32	\$48.27
Sr. Project Engineer	\$49.03	\$50.01
Project Engineer	\$45.60	\$46.51
Engineer	\$27.15	\$27.69
Sr. CAD Technician	\$30.80	\$31.42
CAD Technician	\$24.50	\$24.99
Clerical	\$30.07	\$30.67
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
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**AVERAGE HOURLY PROJECT RATES**

FIRM H.W. Lochner, Inc.  
 PSB Main and Nelson Lake  
 PRIME/SUPPLEMENT Prime

DATE 09/02/08

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Early Coordination			Data Collection			Field Survey			Traffic Analysis			Accident Analysis		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	70.00	16	1.69%	1.18															
Sr. Project Manager	66.05	58	6.12%	4.04									2	12.50%	8.26				
Project Manager	48.27	232	24.47%	11.81	10	71.43%	34.48	12	14.12%	6.81	2	50.00%	24.13	2	12.50%	6.03	2	12.50%	6.03
Sr. Project Engineer	50.01	100	10.55%	5.28				8	9.41%	4.71	2	50.00%	25.01	4	25.00%	12.50	8	50.00%	25.01
Project Engineer	46.51	218	23.00%	10.70	4	28.57%	13.29	25	29.41%	13.68			4	25.00%	11.63	2	12.50%	5.81	
Engineer	27.69	268	28.27%	7.83				32	37.65%	10.43			4	25.00%	6.92	4	25.00%	6.92	
Sr. CAD Technician	31.42	0																	
CAD Technician	24.99	40	4.22%	1.05				8	9.41%	2.35									
Clerical	30.67	16	1.69%	0.52															
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<b>TOTALS</b>		948	100%	\$42.41	14	100.00%	\$47.77	85	100%	\$37.98	4	100%	\$49.14	16	100%	\$45.34	16	100%	\$43.78

**AVERAGE HOURLY PROJECT RATES**

FIRM H.W. Lochner, Inc.  
 PSB Main and Nelson Lake  
 PRIME/SUPPLEMENT Prime

DATE 09/02/08  
 SHEET 2 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Preliminary Design Studies			Hydraulic & Drainage Studies			Geotechnical Investigation			Quantity Take-Off and Cost Est			Environmental Studies			Coordination		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	70.00	2	1.82%	1.27									2	1.47%	1.03				
Sr. Project Manager	66.05	8	7.27%	4.50	8	4.65%	3.07						6	5.88%	3.89				
Project Manager	48.27	24	21.82%	10.53	16	9.30%	4.49	4	80.00%	38.61	4	16.67%	8.04	40	29.41%	14.20	12	46.15%	22.28
Sr. Project Engineer	50.01	14	12.73%	6.36	16	9.30%	4.65						20	14.71%	7.35				
Project Engineer	46.51	20	18.18%	8.46	44	25.58%	11.90	1	20.00%	9.30	8	33.33%	15.50	20	14.71%	6.84	14	53.85%	25.04
Engineer	27.69	26	23.64%	6.55	80	46.51%	12.88				12	50.00%	13.65	30	22.06%	6.11			
Sr. CAD Technician	31.42																		
CAD Technician	24.99	16	14.55%	3.63	8	4.65%	1.16						8	5.88%	1.47				
Clerical	30.67												6	5.88%	1.80				
TOTALS		110	100%	\$41.61	172	100%	\$38.16	5	100%	\$47.92	24	100%	\$37.39	136	100%	\$42.69	26	100%	\$47.32



**AVERAGE HOURLY PROJECT RATES**

**FIRM** H.W. Lochner, Inc.  
**PSB** Main and Nelson Lake  
**PRIME/SUPPLEMENT** Prime

**DATE** 09/02/08  
**SHEET** 3 **OF** 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Public Involvement			Report Preparation			Project Meetings			Project Management								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	70.00	2	4.55%	3.18	4	2.27%	1.59	2	4.17%	2.92	4	5.56%	3.89						
Sr. Project Manager	66.05	2	4.55%	3.00	16	9.09%	6.00	6	12.50%	8.26	8	11.11%	7.34						
Project Manager	48.27	8	18.18%	8.78	24	13.64%	6.58	20	41.67%	20.11	52	72.22%	34.86						
Sr. Project Engineer	50.01	0			16	9.09%	4.55	4	8.33%	4.17	8	11.11%	5.56						
Project Engineer	46.51	16	36.36%	16.91	44	25.00%	11.63	16	33.33%	15.50									
Engineer	27.69	16	36.36%	10.07	64	36.36%	10.07												
Sr. CAD Technician	31.42																		
CAD Technician	24.99																		
Clerical	30.67				8	4.55%	1.39												
<b>TOTALS</b>		44	100%	\$41.94	176	100%	\$41.82	48	100%	\$50.95	72	100%	\$51.64	0	0%	\$0.00	0	0%	\$0.00

**MIDWEST TECHNICAL CONSULTANTS, INC.**  
**PROPOSED SCOPE OF SERVICES**  
**MAIN STREET AT NELSON LAKE ROAD**

Our understanding of this project is the need for detailed topographic and boundary surveys depicting rights-of-way and easements for the intersection of Main Street and Nelson Lake Road in Kane County.

**1. Research**

- a. Recovery of existing control and data – Existing control stations and corresponding coordinate values and elevations will be recovered from our company database along with the accompanying recovery data from the NGS and Kane County web sites to enable location of these points in the field.
- b. Boundary Research – Research will be performed at the Kane County Recorder's Office, Kane County Highway Department, and Batavia Township with respect to right-of-way lines, easements, and existing improvement plans showing the location of existing utilities.
- c. Utility Research – Letters will be written to all utility companies with facilities within the project area with requests for atlases and easements. JULIE will be contacted and a design stage meet will be set up.
- d. Title Search – Kane County DOT shall provide specimen title policies for all properties along the proposed study corridor.

**2. Field Data Collection**

- a. Control – Existing control stations will be recovered and extended utilizing both standard and satellite (GPS) survey methodology.
- b. Data Collection – Topographic and planimetric data will be obtained using both robotic and GPS technology. IDOT standard data collection codes will be used. Field data is downloaded and field sketches are turned in daily in order to enable the drawings to be produced while data is still being collected. This also enables us to make field checks without any additional trips. All necessary data required to accurately depict the apparent existing right-of-way lines, adjoining private property, ground surface features, underground utilities (*i.e.* water, storm and sanitary pipe sizes, invert elevations, pipe material, etc.) and type of utility structure will be obtained and shall include:
  - i. Apparent existing Right-of-Way (ROW) and easements.
  - ii. Spot elevations on maximum fifty foot (50') intervals. Full topography within the paved area (roadway centerline, existing edge of pavement or curb top/flow line), top and bottom of swale and spot elevations at the apparent ROW line.
  - iii. Location and elevation of existing utilities and above ground structures (manholes, clean-outs, fire hydrants, b-boxes, valve vaults, paved areas, sidewalks, curbs, fences, power poles, ditches, culverts, driveways, traffic signalization, etc.)
  - iv. Existing trees (3" and larger) within the apparent ROW. Trees will be tagged for identification and grading by others.
  - v. Field verified locations and elevations of all paving, driveways, signage, utility structures, physical features such as ditches, culverts, fire hydrants, retaining walls, mail boxes, etc.
  - vi. Existing monumentation, apparent property lines and addresses (no boundary analysis).
  - vii. Location, size, rim/invert elevations, and direction of flow of the sanitary and storm sewer systems and top of water main pipe at existing valve vaults
  - viii. Obtain municipal utility atlas and show municipality's utilities if available (water main, sanitary and storm sewers). The utility atlas information shall be surveyed and verified in the field.
  - ix. Additional underground utility information as provided by JULIE.
  - x. All elevations shall be referenced to the Kane County datum.
  - xi. Driveway material (asphalt, concrete, brick)
  - xii. Existing pavement striping
  - xiii. At least two permanent benchmarks for each project shall be established for future construction purposes

- xiv. Location and elevation at ground of soil borings
- xv. Location of delineated wetlands
- xvi. Survey points shall be in the Illinois State Plane Coordinate System using the North American Datum (NAD83) with Illinois East Zone 1201. All measurements shall be in US Survey Feet. Coordinates will be ground with reference to grid.

**3. Office Data Compilation**

- a. Raw field control data is processed by the Project Manager to ensure adherence to minimum control standards and to isolate any errors or blunders. Once this data has been processed and adjusted, it is given to the field crew as the basis of the control network prior to any field data collection.
- b. Downloaded field data is processed daily into our CAD program and compiled along with research obtained from utility companies and municipal and government agencies to produce the topographic maps required for the design team.
- c. The Project Manager will process field data obtained relative to right-of-way lines and, in conjunction with all relevant record data, determine the apparent centerline and right-of-way lines. This data is then forwarded to the CAD technicians for inclusion in the topographic map.

**4. Quality Control/ Quality Assurance**

- a. Raw field control data is processed by the Project Manager to ensure adherence to minimum control standards and to isolate any errors or blunders.
- b. Instruments are calibrated and checked on a regular basis, and documentation to this effect is maintained by the QC/QA Supervisor.
- c. Once the drawings are completed, they are checked by the Project Manager for completeness and accuracy and compliance with Minimum Standards of Practice for Topographic Surveys. All utility atlases and record documents obtained through research are verified against the drawings.

**5. Deliverables**

- a. Final topographic survey product in hard copy and in MicroStation V8 containing survey information and a Geopak V8 TIN model.
- b. ASCII file of survey points with point number, northing easting, elevation, and descriptor.
- c. Field sketches and ties for baseline
- d. Field sketches and ties for new benchmarks
- e. Hard copies of field notes

1500' EAST



WADEN ST

HENUS SOUTH

NELSON LAKE RD

150'

150'

150'

Rise

1500' WEST

**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME  
PRIME/SUPPLEMENT

MIDWEST TECHNICAL CONSULTANTS, INC.

DATE 09/02/08  
PTB NO. MAIN AT NELSON LAKE

CONTRACT TERM 18 MONTHS  
START DATE \_\_\_\_\_  
RAISE DATE \_\_\_\_\_

OVERHEAD RATE 142.86%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

**ESCALATION PER YEAR**

1/0/1900

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

=  
= 0.0000

**The total escalation for this project would be:**

0.00%

### PAYROLL RATES

FIRM NAME  
PRIME/SUPPLEMENT  
PSB NO.

MIDWEST TECHNICAL (DATE

09/02/08

MAIN AT NELSON LAKE

ESCALATION FACTOR                      0.00%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
PRINCIPAL	\$46.15	\$46.15
PLS	\$37.62	\$37.62
SURVEY TECHNICIAN	\$25.40	\$25.40
PARTY CHIEF	\$26.58	\$26.58
SURVEYOR	\$20.75	\$20.75
CLERICAL & OFFICE	\$23.62	\$23.62
		\$0.00
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**COST PLUS FIXED FEE  
COST ESTIMATE OF CONSULTANT SERVICES**

DF-824-039  
REV 12/04  
09/02/08

FIRM  
PSB  
PRIME/SUPPLEMENT

MIDWEST TECHNICAL CONSULTANTS, INC.  
MAIN AT NELSON LAKE

OVERHEAD RATE  
COMPLEXITY FACTOR

1.4286  
0

DATE

DBE DROP BOX	ITEM	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENF	IN-HOUSE DIRECT COSTS	FIXED FEE	Outside Direct Costs	SERVICES BY OTHERS	DBE TOTAL	TOTAL	% OF GRAND TOTAL
		(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(B-G)	
	RESEARCH	20	542.64	775.22		200.78	188.00			1,706.63	12.69%
	FIELD	84	2,043.68	2,919.60		756.16				5,719.44	42.51%
	DATA ANALYSIS	20	679.08	970.13		251.26				1,900.47	14.13%
	DRAFTING	32	812.80	1,161.17	560.00	300.74				2,834.70	21.07%
	QC/QA	10	461.50	659.30		170.76				1,291.55	9.60%
	Subconsultant DL					0.00				0.00	0.00%
	<b>TOTALS</b>	166	4,539.70	6,485.42	560.00	1,679.69	188.00	0.00	0.00	13,452.80	100.00%

DBE 0.00%

DBE

**PREPARED BY THE AGREEMENTS UNIT**

Printed 9/2/2008 11:47 AM

### AVERAGE HOURLY PROJECT RATES

FIRM MIDWEST TECHNICAL CONSULTANTS, INC.  
 PSB MAIN AT NELSON LAKE  
 PRIME/SUPPLEMENT \_\_\_\_\_

DATE 09/02/08

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			RESEARCH			FIELD			DATA ANALYSIS			DRAFTING			QC/QA		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PRINCIPAL	46.15	10	6.02%	2.78	0			0			0			0			10	100.00%	46.15
PLS	37.62	22	13.25%	4.99	4	20.00%	7.52	4	4.76%	1.79	14	70.00%	26.33	0			0		
SURVEY TECHNICI	25.40	46	27.71%	7.04	8	40.00%	10.16	0			6	30.00%	7.62	32	100.00%	25.40	0		
PARTY CHIEF	26.58	40	24.10%	6.40	0			40	47.62%	12.66	0			0			0		
SURVEYOR	20.75	40	24.10%	5.00	0			40	47.62%	9.88	0			0			0		
CLERICAL & OFFIC	23.62	8	4.82%	1.14	8	40.00%	9.45	0			0			0			0		
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<b>TOTALS</b>		166	100%	\$27.35	20	100.00%	\$27.13	84	100%	\$24.33	20	100%	\$33.95	32	100%	\$25.40	10	100%	\$46.15





August 11, 2008

H. W. Lochner  
20 N. Wacker Drive  
Suite 1200  
Chicago, IL 60606

*Via email and U. S. Mail*

Attn: Mr. David Shannon

Proposal 08667

Re: Geotechnical Investigation  
Intersection Improvements, Main Street and Nelson Lake Road, Batavia, IL  
Kane County, IL

Dear Mr. Shannon:

In accordance with your request, Geo Services (an MBE/DBE/union/drilling/enviro/geotech engineering firm) is pleased to submit our proposal for the performance of a geotechnical investigation for the widening of approximately 3,000 feet along Main Street and 1,500 feet along Nelson Lake Road along with intersection improvements.

Based upon the criteria described the request, we propose the following scope of work for the project:

**Scope of Work**

- 1) Layout boring locations. Client to provide GSI with boring location diagram.
- 2) Call JULIE to clear onsite utilities. Owner responsible for locating onsite, private utilities prior to our mobilization to the site.
- 3) Perform eight (8) soil survey borings along Main Street on approximate 300-ft centers to a depth of 10 feet. Since the roadway is currently a two lane road with no turn lane, traffic control along Main Street will consist of 2 flaggers, signs and cones.
- 4) Perform four (4) soil survey borings along Nelson Lake Road to a depth of 10 feet and 2 deeper borings to a depth of 30 feet near existing wetlands on approximate 300-ft centers. Since the roadway is currently a two lane road with no turn lane, traffic control along Nelson Lake Road will consist of 2 flaggers, signs and cones.

Soil samples will be obtained at 2.5-ft intervals to a depth of 30 feet and sampled with a 2.0-in diameter split spoon. Boreholes will be backfilled with soil cuttings and patched upon completion.

We have assumed that the site is accessible to a truck-mounted drill rig. Final boring locations will be determined after a review of access and overhead and underground utilities have been identified.

Along with these borings, standard laboratory tests (moisture content, hand penetrometer, dry density) will be performed and an engineering report will be prepared under the direct supervision of a Registered Professional Engineer.

Moisture content tests will be performed on all samples recovered. Particle size and index property tests will be performed on representative portions of the samples to assist with soil classification and liquefaction analysis. Organic content tests will be performed on representative portions of the organic soils and pH of the fill materials. A representative bulk sample will be obtained for IBR testing.

Below is the detailed information that will be included but not limited to in the soil survey investigation report.

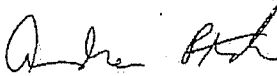
1. Soil conditions
2. Ground water elevations
3. Site preparation recommendations
4. Pavement design. Traffic information (ESALs desired design life, etc) to be provided by designer.
5. Pavement construction recommendations and detailing of unsuitable soils (if any)
6. Foundation recommendations (if any)
7. Copies of boring logs, soil profiles, test results and location diagram
8. Recommendations relative to any unusual design or construction techniques which may be required due to subsurface conditions

Electronic plan and profile sheets will need to be provided to GSI by Lochner in order to complete the soil profiles for the project. On the basis of this scope of work and the unit charges indicated on the cost estimate of services, we estimate that the cost of this investigation will be \$23,470.11. The above cost estimate assumes that the labor rates for the drillers will need to be in accordance with the published prevailing wage rates (Illinois Prevailing Wage Act, 820 ILCS 130/2).

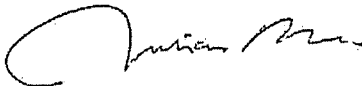
Any additional work will be performed at the appropriate unit charges or hourly rates indicated on our cost estimate of services. All work will be performed in accordance with the attached Terms and Conditions.

We appreciate the opportunity of being of service to you on this project and look forward to hearing from you when work is ready to begin. If there are any questions regarding the information submitted herein, please do not hesitate to contact us.

Very truly yours,  
GEO SERVICES, Inc.



Andrew Ptak, P.E.  
Office Manager



Julian Rueda, P.E.  
President

Enc.

ACCEPTED FOR H. W. Lochner

BY \_\_\_\_\_

DATE \_\_\_\_\_



**TABLE 2  
 LABOR COST ESTIMATE**



Route Main/Nelson Lake  
 Section \_\_\_\_\_  
 County Kane  
 Job No. \_\_\_\_\_  
 PTB/Item \_\_\_\_\_

Consultant Geo Services, Inc.

**Average Hourly Project Rates**

Date 08/14/08

Sheet 1 OF #REF!

Payroll Classification	Avg Hourly Rates	Total Project Rates			PM Meetings			Logs/Analysis			Soil Profile			Report Preparation			Drilling		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal Engineer	70.00	3	5.88%	4.12				1	6.25%	4.38	1	4.76%	3.33	1	9.09%	6.36			
Senior Geotechnical Eng.	70.00	0																	
Project Manager	53.00	10	19.61%	10.39	2	66.67%	35.33	3	18.75%	9.94	2	9.52%	5.05	3	27.27%	14.45			
Engineering Geologist	38.00	19	37.25%	14.16				6	37.50%	14.25	13	61.90%	23.52						
Senior Project Eng.	35.00	0																	
Proj/Field Eng.	30.00	17	33.33%	10.00				6	37.50%	11.25	5	23.81%	7.14	6	54.55%	16.36			
Admin. Assistant	19.00	2	3.92%	0.75	1	33.33%	6.33							1	9.09%	1.73			
Eng. Tech. (Level E)	30.80	0																	
Eng. Tech. (Level D)	28.44	0																	
Eng. Tech. (Level C)	25.85	0																	
Eng. Intern	15.63	0																	
		0																	
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<b>TOTALS</b>		<b>51</b>	<b>100%</b>	<b>\$39.41</b>	<b>3</b>	<b>100%</b>	<b>\$41.67</b>	<b>16</b>	<b>100%</b>	<b>\$39.81</b>	<b>21</b>	<b>100%</b>	<b>\$39.05</b>	<b>11</b>	<b>100%</b>	<b>\$38.91</b>	<b>0</b>	<b>0%</b>	<b>\$0.00</b>

**TABLE 3  
 DRILLING AND LABORATORY COST ESTIMATE**

Geo Services, Inc.  
 Main/Nelson Lake

DIRECT COST ITEM	Quantity	Unit	Unit Rate	Amount
<i>DRILLING</i>				
Joint Utility Meets	4	HOUR	\$ 100.00	HOUR \$ 400.00
Field Engineer	20	HOUR	\$ 90.00	HOUR \$ 1,800.00
Field Engineer - Overtime, Saturday and Night	-	HOUR	\$ 135.00	HOUR \$ -
Field Engineer - Sun. and Holidays	-	HOUR	\$ 180.00	HOUR \$ -
Boring Layout	4	HOUR	\$ 145.00	HOUR \$ 580.00
Support Truck	3	DAYS	\$ 50.00	DAYS \$ 150.00
Support Vehicle	4	DAYS	\$ 36.00	DAYS \$ 144.00
Flagman	40	HOUR	\$ 80.00	HOUR \$ 3,200.00
Flagman - Overtime and Sat.	-	HOUR	\$ 120.00	HOUR \$ -
Flagman - Sun. and Holidays	-	HOUR	\$ 160.00	HOUR \$ -
Permits (at cost—price provided is estimate)	-	EACH	\$ 300.00	EACH \$ -
Overnight Delivery	1	EACH	\$ 25.00	EACH \$ 25.00
Truck-rig and Crew (Mob/Demob)	1	EACH	\$ 500.00	EACH \$ 500.00
Crew Daily Mobilization	1	EACH	\$ 200.00	EACH \$ 200.00
Drilling (2 man crew)-day	20	HOUR	\$ 320.00	HOUR \$ 6,400.00
Drilling (2 man crew)-ATV	-	HOUR	\$ 365.00	HOUR \$ -
Drilling (2 man crew) - Overtime, Sat. and night	-	HOUR	\$ 480.00	HOUR \$ -
Drilling (2 man crew) - Sun. and Holidays	-	HOUR	\$ 640.00	HOUR \$ -
Bridge Deck Patch	-	EACH	\$ 50.00	EACH \$ -
Signs, cones	3	DAY	\$ 125.00	DAY \$ 375.00
Core Rig and Operator	-	HOUR	\$ 200.00	HOUR \$ -
Roadway Shoulder Closure - day	-	EA	\$ 200.00	EA \$ -
Roadway Lane Closure - day	-	EA	\$ 1,700.00	EA \$ -
Roadway Lane Closure - night (weekday)	-	EA	\$ 2,500.00	EA \$ -
Roadway Lane Closure - night (weekend)	-	EA	\$ 2,700.00	EA \$ -
Bentonite/Cement Grouting	-	FT	\$ 5.00	FT \$ -
Core/Bore Patch	14	EACH	\$ 15.00	EACH \$ 210.00
Lights	-	DAY	\$ 100.00	DAY \$ -
Generator	-	DAY	\$ 150.00	DAY \$ -

<b>DRILLING TOTAL</b>	<b>\$ 13,984.00</b>
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*LABORATORY TESTING*

Routine Sampling (vis, wc)	72	EA	\$ 5.00	EA \$ 360.00
Atterberg Limits	3	EA	\$ 50.00	EA \$ 150.00
Particle Size Analysis	3	EA	\$ 90.00	EA \$ 270.00
Unconfined Compression - Rimac	-	EA	\$ 10.00	EA \$ -
Dry Density	25	EA	\$ 5.00	EA \$ 125.00
Specific Gravity	-	EA	\$ 50.00	EA \$ -
Organic Content - oven	-	EA	\$ 50.00	EA \$ -
Organic Content - chemical	2	EA	\$ 100.00	EA \$ 200.00
Rock Unconfined Compressive Strength	-	EA	\$ 50.00	EA \$ -
Laboratory Manager	-	HOUR	\$ 85.00	HOUR \$ -
Laboratory Assistant	-	HOUR	\$ 65.00	HOUR \$ -

<b>LABORATORY TESTING TOTAL</b>	<b>\$ 1,105.00</b>
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<b>DIRECT COST TOTAL</b>	<b>\$ 15,089.00</b>
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## GENERAL CONDITIONS

**SECTION 1: SCOPE OF WORK:** Geo Services, Inc. (GSI) shall perform the services defined in the Agreement and shall invoice the client for those services according to the rates and unit charges indicated in the Agreement. Any cost estimates stated in this Agreement shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work may change even as the work is in progress. GSI will provide these additional services at the agreed upon rates and unit charges.

Rates for work beyond the scope of this Agreement and not covered in the Agreement can be provided. GSI can perform additional work with prior authorization, and will provide confirmation of fees. All costs incurred because of delays in authorizing the additional work will be billed to the client. Fee schedules are valid for one year following the date of the Agreement unless otherwise noted. Initiation of services by GSI pursuant to this proposal will incorporate these terms and conditions.

**SECTION 2: ACCESS TO SITES, PERMITS AND APPROVALS:** Unless otherwise agreed, the client will furnish GSI with right-of-access to the site in order to perform the work. While GSI will take all reasonable precautions to minimize any damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not part of this agreement. Unless otherwise agreed, the client will secure all necessary approvals, permits, licenses and consents necessary to the performance of the services hereunder.

**SECTION 3: SOIL BORING AND TEST LOCATIONS:** The accuracy and proximity of provided survey control will affect the accuracy of in-situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will commensurate only with pacing and approximate measurements or estimates. If greater accuracy is required, the services of a professional surveyor should be obtained.

The client will furnish GSI with a diagram indicating the location of the site. Boring and test locations may also be indicated on the diagram. GSI reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked by the client in writing at the time the diagram is supplied. GSI reserves the right to terminate this Agreement if conditions preventing drilling at the specified locations are encountered which were not made known to GSI prior to the date of this contract.

**SECTION 4: UTILITIES:** In the performance of its work, GSI will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The client agrees to hold GSI harmless and indemnify GSI for any claims, payments or other liability, including costs and attorney fees, incurred by GSI for any damages to subterranean structures or utilities which are not called to GSI's attention and correctly shown on the plans furnished to GSI.

**SECTION 5: UNANTICIPATED HAZARDOUS MATERIALS:** It shall be the duty of the owner, the client, or their representative to advise GSI of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances include but are not limited to products, materials, by-products, wastes or samples of the foregoing which GSI may be provided or obtain while performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by GSI employees, agents or subcontractors.

**SECTION 6: DISPOSAL OF HAZARDOUS MATERIALS:** GSI does not create, generate or at any time own or take possession or ownership of or arrange for transport, disposal or treatment of hazardous materials as a result of its exploration services. All hazardous materials, including but not limited to samples, drilling fluids, decontamination fluids, development fluids, soil cuttings and tailings, and used disposable protective gear and equipment, are the property of the client, and responsibility for proper transportation and disposal is the client's unless prior contractual arrangements are made. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of the client. The client shall purchase all such equipment and it shall be turned over to the client for proper disposal unless prior alternate contractual arrangements are made.

**SECTION 7: REPORTS AND INVOICES:** GSI will furnish three copies of the report to the client. The client will be billed for any additional copies requested. GSI will submit invoices to the client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, but not exceeding the maximum rate allowed by law, on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by GSI relating to collection procedures on overdue accounts. Failure of client to abide by the provisions of this section will be considered ground for termination of this agreement by GSI.

**SECTION 8: OWNERSHIP OF DOCUMENTS:** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by GSI as instruments of service, shall remain the property of GSI unless there are other contractual agreements.

**SECTION 9: CONFIDENTIALITY:** GSI shall hold confidential all business or technical information obtained from the client or his affiliates or generated in the performance of services under this agreement and identified in writing by the client as "confidential". GSI shall not disclose such information without the client's consent except to the extent required for: 1) Performance of services under this agreement; 2) Compliance with professional or ethical standards of conduct for preservation of public safety, health, and

welfare; 3) Compliance with any court order or other governmental directive and/or; 4) Protection of GSI against claims or liabilities arising from performance of services under this agreement. GSI's obligation hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

**SECTION 10: STANDARD OF CARE:** Services performed by GSI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. No other warranty, expressed or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. The client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests or explorations are made by GSI and that the data, interpretations and recommendations of GSI are based solely upon the data available to GSI. GSI will be responsible for those data, interpretations and recommendations, but shall not be responsible for the interpretations by others of the information developed.

**SECTION 11: SAFETY:** GSI has adopted safety policy procedures for its personnel when providing services at known or suspected hazardous waste sites. GSI personnel will adhere to these procedures, as site conditions require. GSI is not responsible or liable for injuries or damage incurred by third parties who are not employees of GSI.

It is understood that GSI will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

**SECTION 12: SUBPOENAS:** The client is responsible, after notification, for payment of time charges and expenses resulting from the required response by GSI to subpoenas issued by any party other than GSI in conjunction with work performed under this contract. Charges are based on fee schedules in effect at the time the subpoena is served.

**SECTION 13: LIMITATION OF LIABILITY:** The client agrees to limit GSI's liability to the owner, all construction contractors and subcontractors on the project and any third party arising from GSI's professional acts, errors or omissions, or omissions or breach of Agreement or other cause of action, such that the total aggregate liability of GSI to all those named shall not exceed \$10,000 or GSI's total fee for the services rendered on this project, whichever is greater, and client hereby releases GSI from any liability above such amount. The client further agrees to require of the contractor and his subcontractors an identical limitation of GSI's liability for damages suffered by the contractor or the subcontractor arising from GSI's performance of services. Neither the contractor nor any of his subcontractors assumes any liability for damages to others, which may arise on account of GSI's professional acts, errors or omissions.

**SECTION 14: INSURANCE:** GSI carries worker's compensation and employer's liability insurance and has coverage under public liability and property damage insurance policies. Certificates for all such policies of insurance will be provided to client upon request. Within the limits and conditions of such insurance, GSI agrees to indemnify and save client harmless from and against any loss, damage, injury or liability arising from any negligent acts of GSI, its employees, agents, subcontractors and their employees and agents. GSI shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. GSI shall not be responsible for any loss, damage or liability arising from any acts by a client, its agents, staff consultants employed by others, or other third parties who are not employees of GSI.

**SECTION 15: INDEMNITY:** The client acknowledges that GSI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions at the site. Accordingly, except as expressly provided in this contract, the Client waives any claim against GSI and agrees to indemnify and save GSI, its agents, and employees harmless from any claim, liability or defense cost, including but not limited to attorney fees and other incidental costs, for injury or loss sustained by any party from such exposures allegedly arising out of or related to GSI's performance of services hereunder. Client and GSI agree that they will not be liable to each other, under any circumstances, for special, consequential or punitive damages arising out of or related to this Contract.

**SECTION 16: SAMPLES:** GSI will retain all soil and rock samples that are transported to GSI laboratories for 30 days after submission of the report. Further storage or transfer of samples can be made at client expense upon written request.

**SECTION 17: SEVERABILITY:** If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

**SECTION 18: TERMINATION:** This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, GSI shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of GSI required to complete analyses and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

**SECTION 19: PRECEDENCE:** These General Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding GSI's services.

August 5, 2008

Mr. Michael Zorn, P.E.  
Project Manager  
LOCHNER  
20 North Wacker Drive, Suite 1200  
Chicago, IL 60606

Re: Main Street and Nelson Lake Road Intersection  
Batavia, Kane County, Illinois  
Proposal #: T08-065

Dear Mr. Zorn:

Huff & Huff, Inc. (H&H) is pleased to submit this proposal to perform a PESA, wetland delineation and tree survey for the referenced project. This proposal presents our project approach, the scope of services, cost, and schedule for completing the project.

## **1. PROJECT UNDERSTANDING**

It is our understanding that Kane County Division of Transportation is proposing to improve the intersection of Main Street and Nelson Lake Road in Batavia. Based on a map review, wetlands may be present on the south and west sides of the project area. To the west and southwest of the intersection is the Dick Young Forest Preserve that contains the Nelson Lake INAI Site and the Nelson Lake Nature Preserve. The project area drains to these environmental features. The Batavia Parks Department also operates the South Mill Street facilities northwest of the intersection. Kane County Division of Transportation has proposed to improve the intersection which may include limited widening for turn lanes.

## **2. PROJECT APPROACH**

H&H will conduct a wetland delineation within the proposed improvements of Main Street and Nelson Lake Road in Batavia, Illinois. H&H will utilize existing published map data to determine the presence of wetlands and hydric soils. H&H will also conduct a PESA and tree surveys.



### **3. SCOPE OF SERVICES**

H&H will provide the following scope of services for the wetland investigation for the Main Street and Nelson Lake Road project in Kane County, Illinois:

#### **Task 1: Wetland Screening**

"Wetlands" are defined by the COE for jurisdictional purposes as "those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions" (33 CFR 323.3(c)). This definition is used by the COE to define wetlands and is the definition used by Lake County for their watershed development ordinance (WDO). To perform this task, a site visit is required to document wetlands and "Waters of the U.S." located within the project limits. Upon completion of the delineation work, H&H will coordinate with the regulatory agencies to determine the jurisdictional status of the wetlands.

The on-site investigation will be conducted by our environmental staff experienced in Federal methods for conducting wetland delineations. If wetlands are found on site, their general location will be established by highlighting areas on aerial photography and notifying Lochner of the findings. To determine if wetlands are present, preliminary data points may be required. It is anticipated that no more than two preliminary points will be sampled.

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

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

- U.S. Geological Survey Topographic Maps
- National Wetlands Inventory Maps
- Kane County Soil Survey
- Kane County ADID Map
- Hydric Soils of the United States
- Flood Insurance Rate Maps

The Natural Resource Conservation Service (NRCS) Wetland Map will be obtained and reviewed to determine if the NRCS has determined wetlands to be present.

Upon completion of the wetland screening, a summary letter report or memorandum will be submitted to Lochner summarizing the results of the findings. This memorandum should accompany any permitting submittal to Kane County.

## **Task 2: Delineation and Report (if necessary)**

Task 2 and 3 would only be performed if wetlands are identified in Task 1. H&H will perform a formal wetland delineation of the proposed project area. The wetland delineations will be conducted to meet the requirements of Executive Order 11990, "Protection of Wetlands", Section 404 of the Federal Water Pollution Control Act as amended by the Clean Water Act (Corps of Engineers, Section 404 Permit), and Illinois Environmental Protection Agency (IEPA Section 401 Guidelines) regulations. These regulations pertain to the placement of fill or alterations of drainage within wetlands of any type and apply to private as well as publicly owned wetlands. The investigation will meet the requirements of these regulations by identifying the type, functions, and boundary of the involved wetlands.

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

The on-site investigation will be conducted by our environmental staff experienced in Federal methods for conducting wetland delineations. Our staff will classify and define hydric soils, hydrophytic vegetation, and evidence of hydrology to determine if wetlands are present. The wetland perimeters will be located and flagged for completion of field survey by others.

Wetlands found will be classified according to type using the "Classification of Wetlands and Deep Water Habitats of the United States" by Cowardin. Wetland boundaries will be defined using the Corps of Engineers Wetlands Delineation Manual (1987). This includes a soil investigation to determine the presence or absence of hydric soils and an analysis of the dominant plant species. Field observations will be made on any evidence indicating the hydrology of the area and on water sources that are supporting these wetlands. Functions of these wetlands will be evaluated from field observations.

In addition to the areas mapped as wetlands by the NWI and the Kane County ADID study, the entire area within the project limits will be investigated in the event that unmapped wetlands are present. As the NWI maps are developed to be used as a general planning tool, detailed field investigations are required to ascertain whether or not wetlands are present. All areas exhibiting wetland characteristics within the proposed project limits will be investigated.

Surveying the perimeters of delineated wetlands will be required. H&H will flag the perimeters. H&H will not conduct a survey of the wetlands and will work with Lochner surveyors to assure accuracy of the wetland boundaries. This will include a meeting in the field with the survey crew, if necessary.

A wetland delineation report will be prepared summarizing the findings of the fieldwork including mitigation recommendations and options. At this time, mitigation design will not be included in the scope of services. The wetland delineation report will be submitted to Lochner. Included in the report will be the required wetland delineation data sheet that summarizes the findings of the field

investigation. If the project is utilizing state or state pass through funding, then coordination with the IDNR is required. To initiate this review, H&H will prepare the Wetland Impact Evaluation Forms (WIE). These documents will be submitted to Kane County for review.

### **Task 3. Jurisdictional Determination Submittal**

Once the delineations have been completed, the COE will be notified so that Jurisdictional Determinations can be completed. A draft jurisdictional determination request will be prepared and presented to Kane County Division of Transportation. This request will be modified as requested by Kane County and resubmitted to Kane County for issuance to the COE. This form requires the signature of a Kane County official. As part of the jurisdictional determination process, an on-site field visit may be required. If necessary, H&H staff will accompany COE officials to the site after the delineation is completed. Upon submittal of the jurisdictional determination request, it may take upwards of eighteen (18) months to obtain an official jurisdictional determination from the COE.

The jurisdictional submittal will determine which wetlands will require COE permitting. Wetlands deemed isolated will not require COE review, but may require permitting through the Kane County ordinance. This proposal includes the jurisdictional determination submittal, but does not include permitting through the COE or Kane County.

### **Wetland Permitting**

It is recommended that all permitting activities occur in Phase 2. Therefore, permitting is not included in this proposal. If wetlands will be impacted, permits will be required from either the COE or from Kane County. If state pass through funding is utilized, then approvals will be required from the IDNR. Kane County also requires authorization of impacts for COE jurisdictional wetlands. A separate proposal will be prepared if permitting activities are required in Phase 2.

At this time, no on-site mitigation design is included in the scope of services. Wetland banking may or may not be an option for this project, therefore actual mitigation design may be required. If so, a separate proposal will be prepared for that task.

### **Task 4. Biological Review**

H&H will obtain information from both US Fish & Wildlife Service (USFWS) and the Illinois Department of Natural Resources (IDNR) concerning the presence or absence of threatened and endangered species of flora and fauna. Information obtained will be field verified during the delineation process. The results of the biological reviews will be summarized in the wetland delineation report. A preliminary ECOCAT search for the project area indicated several state protected species could be present.

## **Task 5. Tree Survey and Report**

Trees are scattered in the project area. As part of the environmental studies, a detailed tree survey will be conducted. With recent developments with the US Fish & Wildlife Service and their search for Indiana bat habitat, the tree survey will be conducted with this issue in mind. The studies conducted in northern Illinois for Indiana bat by the State of Illinois have not observed this species in this area. As a result, it is unlikely that the trees within the project are providing habitat for this endangered species. All trees six inches and greater in diameter will be identified and surveyed. The survey will include size, species, and condition of the trees. H&H will utilize plan sheets to complete the tree survey process. Lochner will survey each tree for incorporation to the plan sheets. A report will be prepared summarizing the types and condition of trees surveyed.

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

H&H will screen the study area within the proposed right-of-way for the proposed improvements of the Main Street and Nelson Lake Road intersection for potential areas of environmental contamination. The screening process will follow general protocols associated with ASTM International E1527-05, which is a standard environmental site assessment methodology. These protocols are consistent with the "Preliminary Site Assessment (PESA)" procedures outlined by the Illinois Department of Transportation (IDOT) in BDE Manual 22-6.03, BDE Manual 27-2, and the "Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation Highway Projects."

### **A. HISTORICAL RESEARCH**

The site's historical land use/ownership record will be developed from standard historical sources. Either historical aerial photographs or historical maps, such as Sanborn Fire Insurance Maps, will be reviewed. The review will 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 will be evaluated. A site walkover of potential right-of-way areas designated for linear excavation will be conducted for first-hand evaluation of current environmental conditions within the project limits. The features and conditions 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 presented by the study area or surrounding properties. It will include a search of standard state and federal environmental record databases. 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 Illinois Environmental Protection Agency (IEPA) to obtain additional data pertaining to identified sites.

A local source, such as the fire department or building department, will be contacted regarding available records and area history.

### D. REPORT PREPARATION

A report summarizing the results of the data collection activities 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, wastewater, and PCBs.
- e) The environmental records review conducted for project corridor properties.
- f) An analysis of the site inspection.
- g) A summary of the findings regarding any environmental concerns. This will include IDOT's PESA Risk Assessment process attached.

## 4. COST ESTIMATE

At this time, only a scope is being submitted.

## 5. SCHEDULE

The wetland investigation will be scheduled within four weeks after the Notice to Proceed is given. This proposal assumes that the delineation will be completed during the growing season (June 15 to October 15). If the delineation is completed outside of the growing season, additional field visits may be required.

## **6. CONTRACT CONDITIONS**

1. **CONSULTANT'S SERVICES:** The Consultant's (Huff & Huff, Inc.) services shall consist of those tasks described in Section 3.
2. **SCHEDULE:** The Consultant's work under this Agreement shall begin according to Section 5.
3. **COMPENSATION:** The fee basis is outlined in Section 4.
4. **DIRECTION:** For work performed under this Agreement, Consultant shall take direction from the Client.
5. **CHANGES:** This Agreement may only be changed by written amendment which specifies the terms being revised and which has been signed by both parties hereto.
6. **PROJECT DATA:** The Consultant, in coordination with the Client, shall obtain from the appropriate sources all data and information necessary for the proper and complete execution of the Consultant's services. Consultant shall be entitled to rely on materials and information provided by the Client.
7. **INDEPENDENT CONSULTANT:** The Consultant shall be deemed to be an independent contractor in all its operations and activities hereunder. The employees furnished by Consultant to perform the work shall be deemed to be Consultant employees exclusively, and said employees shall be paid by Consultant for all services in this connection. The Consultant shall be responsible for all obligations and reports covering Social Security, Unemployment Insurance, Worker's Compensation, Income Tax, and other reports and deductions required by an applicable state or Federal law.
8. **RIGHTS OF WORK PRODUCT:** Client shall have unlimited rights in all drawings, designs, specifications, notes, and other work developed in the performance of this contract, including the right to use same on any other work without additional cost to the Client. The Consultant shall not be liable for any use or reuse of the drawings, designs, specifications, notes and other work for use other than intended under the terms of this Agreement.
9. **INDEMNIFICATION:** The Consultant hereby agrees to indemnify and hold harmless the Client and any proper owners whose property it is necessary to access in the performance of this work, against any and all liability, loss, damages, demands, or actions or causes of action, which may result from any damages or injuries sustained by a person or entity in connection with or on account of any negligent act or omission of the Consultant or its employees relating to its obligations pursuant to this Agreement.
10. **TERMINATION:** Client may terminate this Agreement at any time upon ten (10) days written notice for whatsoever reason, provided Client shall pay the Consultant a

reasonable fee for work satisfactorily performed prior to the effective date of termination. In no case, however, shall the total amount paid to Consultant exceed the amount set out above.

11. **INSURANCE:** The Consultant shall maintain insurance as set forth in the prime contract, if attached, or as set forth below.
  - a. Worker's Compensation and Employer's Liability Insurance: Worker's Compensation in compliance with applicable State and Federal laws.
  - b. Comprehensive General Liability Insurance for Bodily Injury and Property Damage to a combined single limit of \$2,000,000 per occurrence/claim or an umbrella of \$3,000,000.
  - c. Comprehensive Automobile Liability Insurance, including owned, hired, and non-owned automobiles, for Bodily Injury and Property Damage to a combined single limit of \$1,000,000 per occurrence.
  - d. Professional liability insurance \$2,000,000 on a claims made basis.
12. **LIMITATION OF LIABILITY.** Client recognized the disparity in relative risks and benefits of this engagement between Client and Consultant. In such recognition, Client agrees, to the fullest extent permitted by law, to limit all liability of Consultant to the Client for any claims, losses, costs, damages, suits, warranties, whether for negligence, breach of contract or any other legal, equitable or statutory theory whatsoever, regardless of cause, including but not limited to attorneys' fees, costs and expenses, so that the total aggregate liability of the Consultant to the Client shall not exceed \$50,000 or, two hundred percent of all fees received by Consultant under this Agreement, whichever is greater. Additional limits of liability are available for additional fees. Unless such additional limits are negotiated in advance of any services under this Agreement, this limitation of liability shall apply regardless of the cause of action of legal theory pursued.
13. **STANDARD OF CARE:** Services performed by the Consultant under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.
14. **RETENTION OF RECORDS:** Consultant shall maintain complete records of all hours billed and direct costs incurred under this Agreement so as to accurately reflect the services performed and basis for compensation and reimbursement under this Agreement. All relevant project and accounting files relating to this project shall be maintained for a period of seven (7) years from the date of termination or completion.
15. **LEGAL:** This Agreement shall be construed and interpreted solely in accordance with the laws of the State of Illinois.

**BOTH PARTIES HERETO WARRANT AND REPRESENT** that they have full right, power, and authority to execute this Contract.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first specified above.

CONSULTANT  
HUFF & HUFF, INC.

CLIENT  
LOCHNER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

By Linda L. Huff, P.E.  
Typed Name

\_\_\_\_\_  
Typed Name

President  
Officer's Title

\_\_\_\_\_  
Officer's Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME  
PRIME/SUPPLEMENT

Huff & Huff, Inc.  
Lochner - Main Street / Lake Road

DATE 08/13/08  
PSB NO. \_\_\_\_\_

CONTRACT TERM 18 MONTHS  
START DATE 01/01/09  
RAISE DATE 01/01/09

OVERHEAD RATE 145.00%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

**ESCALATION PER YEAR**

01/01/09 - 01/01/09
0 ----- 18

01/02/09 - 01/01/10
12 ----- 18

01/02/10 - 07/01/10
6 ----- 18

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= 0.00%  
= 1.0403

68.67%

35.36%

**The total escalation for this project would be:**

4.03%

## PAYROLL RATES

**FIRM NAME**  
**PRIME/SUPPLEMENT**  
**PSB NO.**

Huff & Huff, Inc.  
Lochner - Main Street / Lake Road

**DATE**

08/13/08

**ESCALATION FACTOR**

**4.03%**

CLASSIFICATION	CURRENT RATE	PROPOSED RATE	CALCULATED RATE	DIFF
Principal	\$60.20		\$62.63	\$62.63
Senior Associate	\$54.00		\$56.18	\$56.18
Senior Project Manager	\$43.28		\$45.02	\$45.02
Senior Engineer II	\$35.61		\$37.05	\$37.05
Senior Engineer I	\$36.00		\$37.45	\$37.45
Senior Scientist IV	\$39.50		\$41.09	\$41.09
Senior Scientist III	\$34.70		\$36.10	\$36.10
Senior Scientist II	\$27.56		\$28.67	\$28.67
Senior Scientist I	\$25.08		\$26.09	\$26.09
Senior Geologist I	\$30.24		\$31.46	\$31.46
Project Engineer II	\$29.37		\$30.55	\$30.55
Project Engineer I	\$23.58		\$24.53	\$24.53
Wetland Scientist III	\$19.48		\$20.27	\$20.27
Wetland Scientist II	\$18.20		\$18.93	\$18.93
Wetland Scientist I	\$17.08		\$17.77	\$17.77
Project Scientist II	\$19.10		\$19.87	\$19.87
Project Geologist I	\$24.04		\$25.01	\$25.01
Senior CADD I	\$29.36		\$30.54	\$30.54
CADD II	\$20.80		\$21.64	\$21.64
CADD I	\$14.92		\$15.52	\$15.52
Admin. Manager I	\$26.94		\$28.03	\$28.03
Administrative III	\$17.00		\$17.69	\$17.69
Interns	\$13.00		\$13.52	\$13.52
			\$0.00	\$0.00

## Subconsultants

FIRM NAME Huff & Huff, Inc.  
 PRIME/SUPPLEMENT Lochner - Main Street / Lake Road  
 PSB NO. \_\_\_\_\_

DATE 08/13/08

NAME	Direct Labor Total	Contribution to Prime Consultant
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
<b>Total</b>	0.00	0.00

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

DF-824-039  
REV 12/04  
08/13/08

**FIRM** Huff & Huff, Inc.  
**PSB**  
**PRIME/SUPPLEMENT** Lochner - Main Street / Lake Road

**OVERHEAD RATE** 1.45  
**COMPLEXITY FACTOR** 0

**DATE**

DBE DROP BOX	ITEM	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENF	IN-HOUSE DIRECT COSTS	FIXED FEE	Outside Direct Costs	SERVICES BY OTHERS	DBE TOTAL	TOTAL	% OF GRAND TOTAL
		(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(B-G)	
	I Wetland Screening	16	447.75	649.23	81.90	165.67	0.00			1,344.54	9.41%
	II Wetland Del & Rpt	48	1,263.17	1,831.60	109.10	467.37	31.00			3,702.25	25.91%
	III Jurisdictional Det	16	432.60	627.27	0.00	160.06	0.00			1,219.93	8.54%
	IV Biological Review	16	382.83	555.10	16.00	141.65	0.00			1,095.58	7.67%
	V Tree Survey	55	1,454.21	2,108.61	197.40	538.06	31.00			4,329.29	30.30%
	V PESA	32.5	765.83	1,110.45	405.50	283.36	31.00			2,596.13	18.17%
	Subconsultant DL					0.00					
	<b>TOTALS</b>	183.5	4,746.39	6,882.26	809.90	1,756.16	93.00	0.00	0.00	14,287.72	100.00%

DBE DBE 0.00%

## AVERAGE HOURLY PROJECT RATES

**FIRM**  
**PSB**  
**PRIME/SUPPLEMENT**

Huff & Huff, Inc.  
Lochner - Main Street / Lake Road

DATE 08/13/08

SHEET 1 OF 5

PAYROLL  CLASSIFICATION	TOTAL PROJECT RATES			I Wetland Screening			II Wetland Del & Rpt			III Jurisdictional Det			IV Biological Review			V Tree Survey		
	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	0.5	0.27%	0.17															
Senior Associate	2	1.09%	0.61															
Senior Scientist III	32	17.44%	6.30	8	50.00%	18.05	8	16.67%	6.02	4	25.00%	9.02	4	25.00%	9.02	8	14.55%	5.25
Senior Scientist I	72	39.24%	10.24				28	58.33%	15.22	8	50.00%	13.05				36	65.45%	17.08
Project Scientist II	44	23.98%	4.76	8	50.00%	9.93				4	25.00%	4.97	12	75.00%	14.90			
Senior CADD I	2	1.09%	0.33															
CADD II	19	10.35%	2.24				8	16.67%	3.61							8	14.55%	3.15
Admin. Manager I	1	0.54%	0.15															
Administrative III	11	5.99%	1.06				4	8.33%	1.47							3	5.45%	0.96
	0																	
	0																	
	0																	
	0																	
<b>TOTALS</b>	183.5	100%	\$25.87	16	100.00%	\$27.98	48	100%	\$26.32	16	100%	\$27.04	16	100%	\$23.93	55	100%	\$26.44

**AVERAGE HOURLY PROJECT RATES**

FIRM Huff & Huff, Inc.  
 PSB  
 PRIME/SUPPLEMENT Lochner - Main Street / Lake Road

DATE 08/13/08  
 SHEET 2 OF 5

PAYROLL CLASSIFICATION	V PESA																	
	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	0.5	1.54%	0.96															
Senior Associate	2	6.15%	3.46															
Project Scientist II	20	61.54%	12.23															
Senior CADD I	2	6.15%	1.88															
CADD II	3	9.23%	2.00															
Admin. Manager I	1	3.08%	0.86															
Administrative III	4	12.31%	2.18															
Interns																		
<b>TOTALS</b>	32.5	100%	\$23.56	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

## SUMMARY OF INHOUSE DIRECT COSTS

Project: HLR - Main Street / Nelson Lake Road

### DIRECT

**Task I - Wetland Screening**

Trips	140 miles	x	1	x	\$ 0.585	=	\$	81.90
								<b>Task Total</b>
								<b>\$ 81.90</b>

**Task II - Wetland Delineation & Report**

Trips	140 miles	x	1	x	\$ 0.585	=	\$	81.90
Reproduction	10 sets	x	20	x	\$ 0.04	=	\$	8.00
Color copies	10 sets	x	8	x	\$ 0.12	=	\$	9.60
Photo sheets	10 sets	x	8	x	\$ 0.12	=	\$	9.60
								<b>Task Total</b>
								<b>\$ 109.10</b>

**Task III - Jurisdictional Determination**

	<b>Task Total</b>	<b>\$ -</b>
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**Task IV - Biological Review**

Reproduction	10 sets	x	40	x	\$ 0.04	=	\$	16.00
								<b>Task Total</b>
								<b>\$ 16.00</b>

**Task V - Tree Survey**

Trips	140 miles	x	2	x	\$ 0.585	=	\$	163.80
Reproduction	10 sets	x	30	x	\$ 0.04	=	\$	12.00
Color copies	10 sets	x	10	x	\$ 0.12	=	\$	12.00
Photo sheets	10 sets	x	8	x	\$ 0.12	=	\$	9.60
								<b>Task Total</b>
								<b>\$ 197.40</b>

**Task VI - PESA**

Trips	140 miles	x	1	x	\$ 0.585	=	\$	81.90
Reproduction	8 sets	x	200	x	\$ 0.04	=	\$	64.00
Color copies	8 sets	x	10	x	\$ 0.12	=	\$	9.60
Record Search (Basic Package)			1	x	\$ 250.00	=	\$	250.00
								<b>Task Total</b>
								<b>\$ 405.50</b>

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**GRAND TOTAL      \$ 809.90**

## SUMMARY OF OUTSIDE DIRECT COSTS

Project: HLR - Main Street / Nelson Lake Road

					<u>OUTSIDE</u>
<b>Task I - Wetland Screening</b>					
		<b>Task Total</b>	\$		-
<b>Task II-Wetland Delineation &amp; Report</b>					
Federal Express	2 x	\$ 15.50	=	\$	31.00
		<b>Task Total</b>		\$	<b>31.00</b>
<b>Task III-Jurisdictional Determination</b>					
		<b>Task Total</b>	\$		-
<b>Task IV-Biological Review</b>					
		<b>Task Total</b>	\$		-
<b>Task V-Tree Survey</b>					
Federal Express	2 x	\$ 15.50	=	\$	31.00
		<b>Task Total</b>		\$	<b>31.00</b>
<b>Task VI - PESA</b>					
Federal Express	2 x	\$ 15.50	=	\$	31.00
		<b>Task Total</b>		\$	<b>31.00</b>
				<b>GRAND TOTAL</b>	\$ <b>93.00</b>