


Local Agency Lake County	L O C A L A G E N C Y	 Illinois Department of Transportation	C O N S U L T A N T	Consultant Crawford, Murphy and Tilly, Inc.
County Lake				Address 550 North Commons Drive, Suite 116
Section 06-00153-07-CH				City Aurora
Project No. CMM-9003(059)				State Illinois
Job No. D-91-512-08				Zip Code 60504
Contact Name/Phone/E-mail Address Mike Burke (847)377-7462/MJBurke@co.lake.il.us				Contact Name/Phone/E-mail Address Kelly D. Farley, P.E. (630)820-1022/kfarley@cmtengr.com

**Preliminary Engineering
Services Agreement
For
Federal Participation**

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the 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 Cedar Lake Road Route FAU0192 Length .38 Mile Structure No. N/A
Termini at Monaville Road

Description Intersection will be improved to facilitate future traffic and improve traffic movements through this intersection. The proposed intersection improvements will consist of the addition of a round-a-bout design configuration.

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 365 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:
- 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,
 - 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
 - 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.
 - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - 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,
 - 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
 - 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 (31 U.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.

ATTACHMENT A:

**CMT Phase II Scope of Services
CMT Cost Estimate of Consultant Services
(CECS)**

ATTACHMENT A

Lake County Division of Transportation Project Scope Description to Provide Phase II (Design) Engineering Services for Cedar Lake Road/Monaville Road

PHASE 2 ENGINEERING SERVICES

General Project Information

1. This project is anticipated to begin on September 1, 2010 and be completed by June 30, 2011.
2. Roadway limits:
 - Cedar Lake Road: 500' East and West of intersection
 - Monaville Road: 500' North and South of intersection
3. This Scope of Services includes three submittals. Preliminary (30%), Pre-Final (60%) and Final Plans (100%).
4. CMT is not to prepare Right-of-way Plats, Permanent Easements Plats and Temporary Easement Plats as part of this contract.
5. Scope and hours include the addition of two (2) Architectural Landscaping Design Sheets. These sheets may be removed from the scope during the project.

Detailed Scope of Services

A. Additional Data Collection

1. Obtain, Review, and Inventory the following:
 - a. Additional information not obtained or available during the Phase 1 portion of this project. This may include relocated utilities and/or development plans.
2. Project Site Visits (Assume 1)

B. Field and Land Surveys: Land surveys and miscellaneous pick-up surveys will be required.

1. Pick-up surveys for:
 - a. Miscellaneous topographic Surveys
 - b. Utility location surveys
2. Survey download, tin files, update existing contours and update utility symbology.

C. Roadway Plans, Specifications and Quantities: (An anticipated list of sheets is presented in the Total Hours portion of the CECS Man-hour Package)

1. Plans will be prepared and submitted at three (3) milestones: Preliminary (30%), Pre-Final (60%) and Final (100%).
2. Contract Documents/Special Provisions: CMT will prepare special provisions and contract documents for both the Pre-final and Final submittals.
3. CMT will perform quantity calculations for Pre-final and Final plan submittal.
4. Engineer's Opinion of Probable Construction Cost will be prepared and submitted for Pre-final and Final submittals.
5. Estimate of Time will be prepared for Pre-Final and Final submittal.

Assumptions: Plan and Profile Sheets will be prepared at a 1"=20' Scale. Cross Sections will be presented at 50', driveways, cross-streets and major culvert locations.

D. Meetings and coordination (assume 2 people per meeting @ 3 hours per meeting)

1. Kick-off meeting with Lake County (1 Meeting)
2. Field Meetings with Utility Companies (2 Meetings)
3. Preliminary Review Meeting (1 Meeting)
4. Pre-Final Plans Review Meeting (1 Meeting)
5. Final Plan Meeting (1 Meeting)
6. Meet with IDOT District One Local Roads personnel (2 Meetings)
7. Coordination with IDOT District One Local Roads
8. Coordination with Lake County
9. Coordination with LCSMC
10. Coordination with Utility Companies
11. Preparation time prior to meetings (Total of 8 meetings)
12. Prepare Meeting Minutes (Total of 8 meetings)

E. Permits

1. ACOE 404 Permit (Jurisdictional Determination Coordination)
2. Lake County Watershed Development Ordinance Permit (Soil and Erosion Control Plan included as part of permit).
3. NPDES Permit

F. Right-of-Way Appraisals and Negotiations: Scope of services and hours is included as Attachment C and will be completed by our sub-consultant: **Santacruz Associates**

1. Subconsultant coordination and meetings (assume 2 meetings)

G. Phase III Services (Request for Information – RFI's are not included as part of scope)

1. Bidding Assistance
2. Respond to Request for Information (RFI's)

3. Attend Pre-bid
4. Attend Pre-construction Meeting

H. Project Administration

1. Scope of Work reviews
2. Create and maintain progress schedule
3. Budget control
4. Resource planning
5. Project team meetings
6. Prepare and maintain QA/QC Plan
7. Project Quality Assurance and constructability reviews
8. Prepare progress reports (1 Report/Month*10 Months = 10 Reports)
9. Project close out

Exhibit A - Phase II Engineering

Route: Cedar Lake Road/Monaville Road Intersection
 Local Agency: Lake County
 Section: 06-00153-07-CH
 Project No.: CIMM-9003(059)
 Job No.: D-91-S12-08

*Firm's approved rates on file with IDOT's Bureau of Accounting and Auditing:
 Overhead Rate (OH) 1.5289 %
 Complexity Factor @ 0.00
 Calendar Days 365

Method of Compensation:

- 14.5%[DL + R(DL) + OH(DL) + IHDC]
- 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
- 14.5%[(2.3 + R)DL + IHDC]
- Specific Rate
- Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by others	In-House Direct Costs (IHDC)	Profit	Total	% of Grand Total
1 Data Collection	32.0	\$34.29	\$1,097.28	\$1,675.44	\$0.00	\$104.00	\$417.12	\$3,293.84	1.46%
2 Field Surveys	44.0	\$33.51	\$1,474.44	\$2,251.32	\$0.00	\$386.00	\$596.20	\$4,707.96	2.09%
3 Plans, Specs & Quantities	1440.0	\$34.30	\$49,392.00	\$75,416.64	\$0.00	\$2,343.00	\$18,436.98	\$145,588.62	64.51%
4 Meetings and Coordination	168.0	\$36.18	\$6,005.88	\$9,170.38	\$0.00	\$394.00	\$2,257.68	\$17,827.94	7.90%
5 Permits	86.0	\$34.23	\$2,943.78	\$4,494.86	\$0.00	\$0.00	\$1,078.60	\$8,517.24	3.77%
6 R.O.W. Appraisals and Negotiations	30.0	\$37.80	\$1,134.00	\$1,731.50	\$20,100.00	\$70.00	\$425.64	\$23,461.14	10.40%
7 Phase III Services	42.0	\$32.92	\$1,382.64	\$2,111.15	\$0.00	\$108.00	\$522.25	\$4,124.04	1.83%
8 Project Administration	160.0	\$39.26	\$6,281.60	\$9,591.38	\$0.00	\$0.00	\$2,301.58	\$18,174.56	8.05%
Totals	2000.0	\$34.85	\$69,711.62	\$106,442.87	\$20,100.00	\$3,405.00	\$26,036.05	\$225,695.3	100.00%

Cedar Lake Road/Monaville Road Intersection
Lake County Division of Transportation

Man Hour Estimate for Consulting Services (Total Project)
Crawford, Murphy, and Tilly, Inc.

Summary of Man Hours

Item	CMT Total Hours
A Data Collection	32.0
B Field Surveys	44.0
C Plans, Specs & Quantities	1,440.0
D Meetings and Coordination	166.0
E Permits	86.0
F R.O.W. Appraisals and Negotiations	30.0
G Phase III Services	42.0
H Project Administration	160.0
Totals	2,000.0

Item A: Data Collection

Hours

A-1 Additional Data Collection	18
A-2 Project Site Visit	14
Sub - total	32

Item B: Field Surveys

B-1 Pick Up Surveys (2 People @ 2.5 days for 8 hours)	40
B-2 Survey Download	4
Sub - total	44

Item C: Plans, Specs & Quantities

C-1 Plan Sheet Preparation (3 submittals - Prefinal and Final)	<u>No. Sheets</u>	<u>Hours/Sheet</u>	<u>Total</u>
Cover Sheet	1	12	12
General Notes/Index	1	12	12
Summary of Quantities	3	12	36
Schedule of Quantities	2	16	32
Alignment, Ties and Benchmarks	2	28	56
Typical Sections	1	20	20
Maintenance of Traffic - Detour Plan Notes	1	20	20
Removal Sheets	3	26	78
Plan and Profile Sheets	6	36	216
Drainage and Utility Sheets	6	26	156
Intersection Details/Staking Sheet	1	28	28
Pavement Marking and Signing Sheets	3	26	78
Landscaping (Roundabout Center) Sheets	2	24	48
Watermain Relocation Sheets	2	20	40
Erosion Control Sheets (SWPPP)	6	20	120
Street Lighting Sheets (Includes Photometrics)	2	40	80
Street Lighting Detail Sheets	2	20	40
Construction Detail Sheets	2	16	32
Cross-Section Sheets	14	12	168
Total Sheet Count Estimate:	60		
C-2 Special Provisions		80	
C-3 Quantities		60	
C-4 Estimate of Cost		20	
C-5 Estimate of Time		8	
Sub - total			1440

Cedar Lake Road/Monaville Road Intersection
Lake County Division of Transportation

Man Hour Estimate for Consulting Services (Total Project)
Crawford, Murphy, and Tilly, Inc.

Item D: Meetings and Coordination		
D-1	Kick-off meeting with County (1 Meeting)	6
D-2	Field Meetings with Utility Companies (2 Meetings)	12
D-3	Preliminary Review Meeting (1 Meeting)	6
D-4	Pre-Final Plans Review Meeting (1 Meeting)	6
D-5	Final Plan Meeting (1 Meeting)	6
D-6	Meet with IDOT personnel (assume 2 meetings)	12
D-7	Coordination with IDOT District One Local Roads Personnel	18
D-8	Coordination with County Personnel	30
D-9	Coordination with LCSMC	6
D-10	Coordination with Utility Companies (Correspondence, field visits and meetings)	40
D-11	Preparation time prior to meetings (Total of 8 meetings)	12
D-12	Prepare Meeting Minutes (Total of 8 meetings)	12
	Sub - total	166
 Item E: Permits		
E-1	ACOE 404 Permit (Jurisdictional Determination Coordination)	4
E-2	Lake County Watershed Development Ordinance Permit	78
E-3	NPDES Permit	4
	Sub - total	86
 Item F: R.O.W. Appraisals and Negotiations		
F-1	Coordination and Meetings (Assume 2)	30
	Sub - total	30
 Item G: Phase III Services		
G-1	Bidding Assistance	18
G-2	Respond to Request for Information (RFI's)	12
G-3	Attend Pre-bid Meeting	6
G-4	Attend Pre-Construction Meeting	6
	Sub - total	42
 Item H: Project Administration		
H-1	Scope of work reviews	8
H-2	Create and Maintain Progress Schedule	12
H-3	Budget Control	10
H-4	Resource Planning	18
H-5	Project Team Meetings	40
H-6	Prepare and Maintain QA/QC Plan	6
H-7	Project Quality Assurance and Constructability Reviews	40
H-8	Prepare Progress Reports	12
H-9	Project Close Out	14
	Sub - total	160

**Cedar Lake Road/Monaville Road Intersection
Lake County Division of Transportation**

Estimate of Direct Costs

Crawford, Murphy, and Tilly, Inc.

Item A: Data Collection		
1	Travel: 2 trips x 104 mile x \$.50/mile	\$104.00
Sub - total		\$104.00
Item B: Field Surveys		
1	Travel: 3 trips x 104 mile x \$.50/mile	\$156.00
2	Meals (\$5.00 x 3 days x 2 people)	\$30.00
3	Instrument Rental (\$100/day*2 days)	\$200.00
Sub - total		\$386.00
Item C: Plans, Specs & Quantities		
1	Printing: Preliminary Plans (30%)	
	60 Sheets/set x 2 sets x 6 sf/sht x \$.12/sqft	\$432.00
	60 Sheets/set x 10 sets (11"x17" sheets) x \$.14/sheet	\$84.00
	100 sheets/set (8.5"x11") x 10 sets x \$.055/sheet	\$55.00
2	Printing: Pre-final Plans	
	60 Sheets/set x 2 sets x 6 sf/sht x \$.12/sqft	\$432.00
	60 Sheets/set x 10 sets (11"x17" sheets) x \$.14/sheet	\$84.00
	100 sheets/set (8.5"x11") x 10 sets x \$.055/sheet	\$55.00
3	Printing: Final Plans	
	60 Sheets/set x 2 sets x 6 sf/sht x \$.12/sqft	\$432.00
	60 Sheets/set x 1 set (MYLAR) x 6 sf/sht x \$1.75/sqft	\$630.00
	60 Sheets/set x 10 sets (11"x17" sheets) x \$.14/sheet	\$84.00
	100 sheets/set (8.5"x11") x 10 set x \$.055/sheet	\$55.00
Sub - total		\$2,343.00
Item D: Meetings and Coordination		
1	Meetings: 6 Meetings x 108 miles x \$0.50/mile	\$324.00
	Meetings: 2 Meetings x 70 miles x \$0.50/mile	\$70.00
Sub - total		\$394.00

**Cedar Lake Road/Monaville Road Intersection
Lake County Division of Transportation
Estimate of Direct Costs**

Item E: Permits

1 No Direct Costs \$0.00

Sub - total \$0.00

Item F: R.O.W. Appraisals and Negotiations

1 Meetings: 2 Meetings x 70 miles x \$0.50/mile \$70.00

Sub - total \$70.00

Item G: Phase III Services

1 Pre-Bid Meeting: 2 Meetings x 108 miles x \$0.50/mile \$108.00

Sub - total \$108.00

Item H: Project Administration

1 No Direct Costs \$0.00

Sub - total \$0.00

AVERAGE HOURLY PROJECT RATES

FIRM
PSB
PRIME/SUPPLEMENT

Crawford, Murphy & Tilly, Inc.

DATE 02/19/10

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES		TOTAL PROJECT RATES			Data Collection		Field Surveys			Plans, Specs & Quantities			Meetings and Coordination			Permits							
	Hours	% Part.	Hours	% Part.	Wgtd Avg	Hours	% Part.	Hours	% Part.	Wgtd Avg	Hours	% Part.	Hours	% Part.	Wgtd Avg	Hours	% Part.	Hours	% Part.	Wgtd Avg				
Principal	0		0																					
Senior Project Engineer	0		0																					
Project Engineer	424	21.20%	8	25.00%	10.68	8	25.00%						210	14.58%	6.23	68	40.96%	20	23.26%	17.51	20	23.26%	9.94	
Senior Engineer	854	42.70%	16	50.00%	16.74	16	50.00%						620	43.06%	14.41	68	40.96%	46	53.49%	13.71	46	53.49%	17.91	
Senior Technical Manager	280	14.00%			5.30								280	19.44%	7.36									
Engineer	398	19.90%	8	25.00%	6.86	8	25.00%						330	22.92%	6.29	30	18.07%	20	23.26%	4.96	20	23.26%	6.39	
Planner	0																							
Registered Land Surveyor	10	0.50%			0.19			10	22.73%	8.52														
Senior Technician	34	1.70%			0.55			34	77.27%	24.99														
Technician	0																							
Technical Assistant	0																							
Clerical	0																							
TOTALS	2000	100%	32	100.00%	\$34.85	32	100.00%	44	100%	\$33.51	1440	100%	166	100%	\$36.18	86	100%	86	100%	\$34.23				

**Cedar Lake Road/Monaville Road Intersection
Lake County Division of Transportation**

Development of Project Hourly Rates (IDOT Method)

Crawford, Murphy, and Tilly, Inc.

Item	2010 Actual Rate	2011 Projected @ 5.0% Increase	2012 Projected @ 5.0% Increase	2013 Projected @ 5.0% Increase	2014 Projected @ 5.0% Increase	2015 Projected @ 5.0% Increase
Average Hourly Rate as a Percent of 2010 Rate	100.0%	105.0%	110.3%	115.8%	121.6%	127.6%
Estimated Months of Contract in Given Year	4	6	0	0	0	0
% of Project Duration	40.00%	60.00%	0.00%	0.00%	0.00%	0.00%
Extension	0.400	0.630	0.000	0.000	0.000	0.000
Weighted Project Hourly Rate Multiplier	Note: Salary Adjustments are Given on January 1 of Each Year					
						1.0300

Project Duration: September 1, 2010 to June 30, 2011 = 10 months

**Cedar Lake Road/Monaville Road Intersection
Lake County Division of Transportation**

**Computation of Prorated
Project Hourly Rates**

Crawford, Murphy, and Tilly, Inc.

Classification	Actual 2010 Average Hourly Rate	Weighted Hourly Rate Multiplier	Project Hourly Rates *
Principal	\$68.95	1.0300	\$71.02
Senior Project Engineer	\$52.62	1.0300	\$54.20
Project Engineer	\$41.49	1.0300	\$42.73
Senior Engineer	\$32.50	1.0300	\$33.48
Senior Technical Manager	\$36.74	1.0300	\$37.84
Engineer	\$26.66	1.0300	\$27.46
Planner	\$22.42	1.0300	\$23.09
Registered Land Surveyor	\$36.41	1.0300	\$37.50
Senior Technician	\$31.40	1.0300	\$32.34
Technician	\$23.38	1.0300	\$24.08
Technical Assistant	\$17.80	1.0300	\$18.33
Clerical	\$17.37	1.0300	\$17.89

* Rates to be applied to all project work tasks

ATTACHMENT B:

Santacruz Associates

**Scope and Man-hours for
R.O.W. Appraisal and Negotiation Services**



AVIATION
HIGHWAYS & BRIDGES
WATER & WASTEWATER
LAND DEVELOPMENT

Crawford, Murphy & Tilly, Inc.

Consulting Engineers

April 14, 2010

J. Steve Santacruz
Santacruz Associates
2340 South River Road – Suite 111
Des Plaines, IL 60018

Dear Mr. Santacruz:

Re: CMT File: 10224-01-00 Subconsultant Services Agreement
Cedar Lake Rd/Monerville Rd Intersection
Lake County
R.O.W. Appraisal & Negotiation Services

This will confirm our acceptance of your proposal for providing us professional services on the above project. Acceptance of your proposal is contingent upon your acceptance of the following conditions related to the performance of your services:

General

Crawford, Murphy & Tilly, Inc. (CMT) has entered into a contract with Lake County for providing Phase II engineering services for the preparation of Roadway Construction Plans, Specifications and estimates. It is the desire of CMT to subcontract a portion of these services to Santacruz Associates, 2340 South River Road, Suite 111, Des Plaines, IL 60018 as provided in your proposal and this letter of acceptance.

Scope of Work

The scope of services shall include providing services associated with right-of-way appraisal and negotiation and related work in accordance with your proposal dated February 8, 2010, (Attachment A).

Responsibility of Santacruz Associates

Santacruz Associates shall be responsible for the professional quality, technical accuracy, and the coordination of all investigations, studies and other services furnished by SANTACRUZ ASSOCIATES under this contract. SANTACRUZ ASSOCIATES shall, without additional compensation, correct or revise any errors or deficiencies in its investigations, studies and other services.

Neither CMT's nor Lake County's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and SANTACRUZ ASSOCIATES shall be and remain liable to CMT and Lake County in accordance with applicable law for all damages to CMT and/or Lake County caused by SANTACRUZ ASSOCIATES's negligent performance of any of the services furnished under this contract.

Santacruz Associates
April 14, 2010
Page 2 of 3

SANTACRUZ ASSOCIATES shall collaborate with CMT in connection with the project and shall be bound to perform the professional engineering services undertaken hereunder for CMT in the same manner and to the extent that CMT is bound by the Prime Agreement between CMT and Lake County to perform such services for Lake County.

A copy of the Prime Agreement provisions is attached (**Attachment B**) and is made a part of this Agreement. All of SANTACRUZ ASSOCIATES communications with Lake County or third parties shall be through or with the knowledge and consent of CMT.

SANTACRUZ ASSOCIATES shall comply with the requirements of the contract between CMT and Lake County when such requirements are applicable to subcontracts entered into by CMT. These requirements include, but are not limited to, policies on Equal Employment Opportunity and Safety and Security Procedures.

Certification of Drawings and Other Documents

SANTACRUZ ASSOCIATES or his duly authorized representative shall sign the original tracings of all drawings and the first page of all specifications, estimates, reports or similar documents prepared by SANTACRUZ ASSOCIATES under SANTACRUZ ASSOCIATES's printed name and over the affixed replica of his professional seal or his registration certificate number, including the State or jurisdiction of issuance.

Insurance

SANTACRUZ ASSOCIATES shall furnish certificates of insurance to CMT (**Attachment C**) confirming that the amount and types of insurance meet the Lake County's requirements as described in **Attachment B**. CMT shall be endorsed as an additional insured onto SANTACRUZ ASSOCIATES's General Liability and Automobile Liability insurance policies.

Equal Employment Opportunity (EEO)

Services shall be performed in compliance with EEO provisions described in **Attachment D**.

Schedule

SANTACRUZ ASSOCIATES shall proceed in a timely manner and complete the services included in Attachment A as required to allow for completion of the Roadway Design Construction Plans by July 2011.

Progress Reports

Progress Reports shall be submitted via email to Kelly D. Farley (kfarley@cmtengr.com) at CMT's Aurora office by the first Friday following the end of your billing period closest to the end of the month. A follow-up hard copy should also be attached to the invoice.

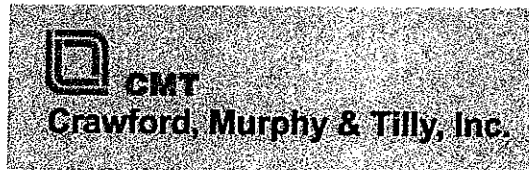
Invoices

Invoicing shall be prepared and submitted in accordance with **Attachments E & F**.

ATTACHMENT A
SUBCONSULTANT PROPOSAL

Santacruz Associates

**Land Acquisition Services for
Crawford, Murphy & Tilly, Inc.**



**For the benefit of the
County of Lake**



Cedar Lake Road at Monaville Road in Lake Villa

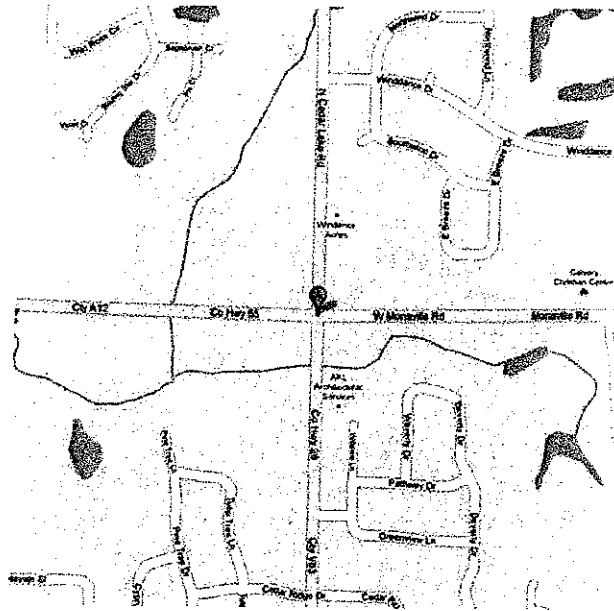
dated February 8, 2010

Santacruz Associates

**Land Acquisition Services for
Crawford, Murphy & Tilly, Inc.
Cedar Lake Road at Monaville Road in Lake Villa**

SCOPE OF SERVICES

Santacruz Associates Ltd. ("SANTACRUZ") shall perform all necessary services to appraise, negotiate and acquire the right-of-way required for the construction of the intersection of Cedar Lake Road and Monaville Road in Lake Villa (the "Project"). Said land acquisition services shall be provided by SANTACRUZ as a subcontractor to Crawford, Murphy & Tilly, Inc. (CMT), for the benefit of the County of Lake (Lake County). All such services shall be performed in accordance with the policies of Lake County, and, where applicable, the Illinois Department of Transportation (IDOT) Land Acquisition Policies and Procedures Manual (the "Manual") and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (the "Act").



TECHNICAL APPROACH TO THE WORK

SANTACRUZ will act as the Land Acquisition Program Manager working with Lake County and CMT to complete the land acquisition services, including the coordination of the appraisal, review appraisal, negotiation and land acquisition services, and, as requested, any specialty engineering services and relocation services. SANTACRUZ will review the construction plans for the Project with CMT and Lake County to understand the nature and purpose of the project. The coordination of the services under this proposal shall be by J. Steve Santacruz, President of SANTACRUZ.

SANTACRUZ agrees to perform the services as set forth herein as well as furnish and deliver to **Lake County** all necessary documents, including recorded conveyance documents and other forms and documents required by **Lake County** to evidence the acquisition of the right-of-way or, in the alternative, the information necessary for **Lake County** to undertake eminent domain proceedings in order to acquire the right-of-way. More specifically, SANTACRUZ will provide the following services:

1. Estimation of right of way costs, as required by IDOT, for purposes of funding agreements for federal or state funds.
2. Appraisal of the right of way parcels, including, when applicable, appraisal of the whole property and any remainder of the property not acquired by **Lake County**.
3. When applicable, coordination of the acquisition of Specialty Engineering Reports ("Specialty Reports") with CMT (as approved by **Lake County**). Specialty Reports review the existing and proposed conditions of the remaining property and estimate costs to cure or repair items left deficient, unusable or in disrepair as result of the acquisition of the right-of-way. Specialty Reports may be requested by the appraiser to assess any damages to the remainder of the property and to complete the appraisal for that parcel.
4. Review of the appraisals of the right of way parcels, and, when applicable, the appraisal of the whole property and any remainder of the property not acquired by **Lake County**.
5. Negotiation in order to facilitate the acquisition of the right of way parcels. If negotiations fail or are terminated for any other reason (e.g., missing property owner or title exceptions which cannot be removed), SANTACRUZ shall make a recommendation to **Lake County** to acquire the right-of-way by means of eminent domain proceedings.
6. Preparation of deeds, grants of easements, releases, affidavits, receipts and all other documents necessary to properly acquire the needed parcels and those documents necessary to clear title in accordance with the policies and procedures of **Lake County** (and IDOT, if applicable).
7. Recordation of deeds and other documents necessary to clear title in accordance with the policies and procedures of **Lake County** (and IDOT, if applicable).
8. Testimony in court by appraiser and/or review appraiser as an expert witness on behalf of **Lake County** during eminent domain trials to support the valuations resulting from the acquisition services being provided hereunder.
9. Testimony in court by negotiator as a witness on behalf of **Lake County** during eminent domain trials to detail the negotiation process and communications with the property owner concerning the right-of-way.

10. Preparation and maintenance of timely, accurate parcel data information as required by **Lake County** (and IDOT, if applicable).
11. When applicable, submission of all necessary documentation in order to obtain approval of the right-of-way acquisition process by **Lake County** and, if applicable, certification of the right-of-way acquisition process by IDOT.

SANTACRUZ will post the progress of the negotiation process on a parcel by parcel basis on its password protected Client-only access section of its website. Access will be provided to **CMT** and **Lake County** so that they can obtain regular updates on the status of negotiations for each parcel. The website can be visited at www.Santacruz-Associates.com.

Estimation of Right of Way Costs

During the early planning stages of the Project at the request of **CMT** and/or **Lake County**, SANTACRUZ will coordinate the preparation of the right-of-way cost estimates which are to be used in the funding agreement between **Lake County** and IDOT. The appraiser shall prepare an estimate based on market information without preparing appraisal reports. Said estimates will take potential damage to the remaining property into consideration. However, neither nor SANTACRUZ can provide any assurances to **CMT** or **Lake County** that these estimates will provide the actual costs of acquisition. This proposal assumes no estimates shall be required as part of this project. Any estimates shall be pursuant to a separate work order issued by **CMT** for which SANTACRUZ shall be entitled to additional compensation.

Appraisals and Review Appraisals

SANTACRUZ will subcontract the appraisal and review appraisal work to appraisers which are on IDOT's approved list. The selection of the appraiser and review appraiser shall be subject to reasonable approval by **Lake County**. All appraisal and review appraisal work shall be in accordance with Chapter 2 of the Manual and the Act.

SANTACRUZ will review the plat of highway and the construction plans with the selected appraisers and review appraisers. Appraisal work shall commence within ten (10) business days from the date **Lake County** (and IDOT, if necessary) has approved the legals and plats and **Lake County** provides SANTACRUZ with a copy of the construction plans and with copies of the legal description, plat of highway and title commitment for each parcel of right-of-way to be acquired. SANTACRUZ shall make all reasonable efforts to have all appraisal services completed within the time frame provided by **Lake County**.

The appraiser shall make a detailed inspection of the properties and make such investigations and studies as are necessary to derive sound conclusions for the preparation of appraisal reports. In addition, the appraiser shall provide the comparable sales relied on by the appraiser to reach its conclusions on the value of the right-of-way parcels. All appraisals will be reviewed by the review appraiser assuring that all items affecting the value of the property are considered in the appraisal. The review appraiser will review the comparable sales as part of the review process. The review appraiser shall make a detailed inspection of the properties and make such

investigations and studies as are necessary to derive sound conclusions for the preparation of appraisal reports.

All appraisals shall be prepared using the standardized IDOT forms in accordance with the Manual and the Act. SANTACRUZ shall provide **Lake County** with a copy of the appraisal prepared for each parcel and, if applicable, the comparable sales book as prepared by the appraiser. The review appraiser will complete the standardized IDOT Right of Way Appraisal Review Certification Form. A copy of said certification will be attached to each appraisal delivered by SANTACRUZ to **Lake County**.

It is understood by CMT and **Lake County** that the appraiser may request a Specialty Engineering Report to estimate the cost to cure damages impacting the remainder of the property. In such cases, such damages require information and cost estimations beyond the expertise of the appraiser. The impacts may include the relocation of business signs, the re-striping of a parking lot, the re-configuration of a gas station, and other such items. At the election of CMT, such Specialty Engineering Reports may be provided by CMT or may be provided by SANTACRUZ through a consultant that specializes in producing specialty engineering reports. This proposal assumes no specialty engineering reports shall be required as part of this project. Any specialty engineering reports shall be pursuant to a separate work order issued by CMT for which SANTACRUZ shall be entitled to additional compensation.

As requested by CMT or **Lake County**, SANTACRUZ will furnish and deliver updated or revised appraisals or review appraisals resulting from a revision to the right of way or when necessary for condemnation. This proposal assumes no updated or revised appraisal or review appraisal reports shall be required as part of this project. Any updated or revised appraisal or review appraisal reports shall be pursuant to a separate work order issued by CMT for which SANTACRUZ shall be entitled to additional compensation.

If necessary and requested by CMT or **Lake County**, the appraiser and/or review appraiser will assist **Lake County** and its legal counsel in any litigation necessary to acquire a right-of-way parcel through condemnation. SANTACRUZ will assure cooperation of the appraisers in trial preparation and providing testimony at depositions and trial as an expert witness on behalf of **Lake County**. Any trial preparation or testimony by the appraisers shall be pursuant to a separate work order issued by CMT for which SANTACRUZ shall be entitled to additional compensation.

SANTACRUZ shall be entitled to the full compensation for any parcel for which appraisal and/or review services are commenced but not completed if a parcel is eliminated by CMT or **Lake County** as a result of a redesign of the construction plans and cancellation of the Project.

Commencement and Completion Dates of Negotiation Activities

Unless otherwise instructed, SANTACRUZ will commence negotiation activities on a parcel within ten (10) business days after the plat of highway, legal descriptions, appraisals, and/or review appraisals, as the case maybe, have been approved by **Lake County** and IDOT (if required). Furthermore, SANTACRUZ shall use all reasonable efforts to complete all

negotiation and acquisition activities on or before the deadline established by **Lake County** and, if applicable, IDOT to meet the letting schedule for the Project.

Negotiation and Acquisition Services

All negotiations and acquisition services shall be provided by SANTACRUZ in accordance with Chapters 3 and 4 of the Manual and the Act and the policies of **Lake County** and IDOT. SANTACRUZ will make an offer to each property owner in the amount of just compensation established by the appraisal process and approved by **Lake County**. SANTACRUZ will not have any authority to increase the amounts or include other consideration to be paid to a property owner in acquisition of a parcel unless specifically directed in writing by **Lake County**.

Upon receipt of a counter offer from a property owner, SANTACRUZ will review the counter offer and any documentation provided by the property owner to support the counter offer. SANTACRUZ will forward the counter offer to the representative(s) of **Lake County** assigned for the purpose of evaluating counter offers. SANTACRUZ will provide a recommendation concerning the counter offer including any reasons in support of the recommendation. SANTACRUZ will consult with the assigned representative(s) of **Lake County** with respect to its response to the counter offer. Upon acceptance by **Lake County** of any counter offer, SANTACRUZ will prepare the necessary documentation to be executed by **Lake County** to formalize the settlement approved by **Lake County**. If any counter offer is rejected by **Lake County**, SANTACRUZ will communicate this to the property owner in writing providing the reason for the rejection of the counter offer. Thereafter, SANTACRUZ will immediately commence further negotiations with the property owner in an effort to reach a settlement.

SANTACRUZ will review the plat of highway and appraisals for each parcel before the start of negotiations with a property owner to understand the valuation determined by the appraisal process and to appreciate the impact to the property resulting from the Project. SANTACRUZ will also inspect the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for **Lake County**. SANTACRUZ will direct any questions to CMT resulting from its review of the plans, plats, appraisals and title commitments so that SANTACRUZ is prepared for any issues raised by the property owner during negotiations.

To the extent that it has not already been done, before contacting the owner of a parcel, SANTACRUZ will prepare and send an introductory letter to the property owner. SANTACRUZ will also prepare an offer package for presentation to the owner at the first meeting. The offer package shall contain the offer, a copy of the plat of highway with the acquisition areas highlighted and a copy of the legal descriptions of the parcels to be acquired. If, and only after repeated efforts to contact the property owner, SANTACRUZ is unable to make contact with the property owner, SANTACRUZ will send the offer package by certified mail so that a receipt of delivery can be established. SANTACRUZ will contact the property owner to schedule a meeting to review the offer package and the construction plans.

SANTACRUZ will make repeated efforts to contact a property owner and will make all reasonable efforts to reach a settlement before recommending that **Lake County** commence

condemnation proceedings. All contacts and efforts to make contact with the property owner shall be documented by SANTACRUZ.

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

Upon successful negotiations with the property owner, SANTACRUZ will prepare all necessary conveyance documents in order to complete the acquisition and obtain title approval for the property. SANTACRUZ will have all conveyance documents and title clearance documents it deems necessary recorded with the County Recorder's office where the parcel is situated. SANTACRUZ will submit the completed parcel file to Lake County with original conveyance documents, title clearance documents, the Negotiator's Log, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by Lake County and, if applicable, IDOT.

In the event that SANTACRUZ, after having made every reasonable effort to contact and negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, SANTACRUZ shall prepare and submit to Lake County a recommendation that Lake County proceed with condemnation in order to acquire the right of way needed from such parcel. SANTACRUZ will prepare and provide to Lake County a file which will include the Negotiator's Log, copies of all correspondence with the property owner, title commitments, plats, and all other documentation concerning such parcel that will be required by Lake County to proceed with the filing of a condemnation lawsuit against the property owner. In the event that SANTACRUZ submits a parcel to Lake County with the recommendation that acquisition be completed by means of a condemnation action, SANTACRUZ will continue to make additional efforts to acquire the parcel through settlement until the actual filing date of the petition for condemnation.

SANTACRUZ will submit all conveyance documents and title clearance documents to the title company responsible for preparing the title commitments requesting that the documents be recorded and that the title company issue a title policy for all permanent acquisitions (as requested by Lake County or required by IDOT, if applicable).

If necessary and requested by Lake County or CMT, SANTACRUZ will assist Lake County and its respective legal counsel in any litigation necessary to acquire a right-of-way parcel through condemnation. SANTACRUZ will cooperate in trial preparation and will provide testimony at depositions and trial as a witness on behalf of Lake County to attest to the negotiations being legally conducted in good faith and in accordance with the requirements of Lake County, IDOT, the Act and the Manual. Any trial preparation or testimony by SANTACRUZ shall be pursuant to a separate work order issued by CMT for which SANTACRUZ shall be entitled to additional compensation.

SANTACRUZ will also complete and coordinate the Project Compliance Checklist required by the IDOT for right-of-way certification of the land acquisition process.

SANTACRUZ shall be entitled to the full compensation for any parcel for which negotiation and acquisition services once assigned by Lake County but not completed if a parcel is eliminated by CMT or Lake County as a result of a redesign of the construction plans and cancellation of the Project.

PRIOR EXPERIENCE

SANTACRUZ specializes in negotiating and acquiring right-of-way for governmental agencies and private entities for use in roadway construction, the development of other public/private projects, and the installation of infrastructure fixtures and equipment. SANTACRUZ has been providing negotiations and land acquisition services for right of way purposes for over ten years. A resume of our company is attached to this Proposal listing references from past and current clients of SANTACRUZ. In addition, a list of our recent projects which include negotiations, acquisitions services and the coordination of appraisal functions, see attached Prior Experience.

COMPENSATION

SANTACRUZ shall be entitled to the compensation as shown on the attached schedule. Our cost proposal, based on four (4) projected parcels of right-of-way, is as follows:

<u>APPRAISALS:</u>	\$8,000.00.
<u>REVIEW APPRAISALS:</u>	\$2,800.00.
<u>NEGOTIATIONS:</u>	\$7,800.00.

SANTACRUZ shall invoice CMT for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii) the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender's fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees. SANTACRUZ shall include \$375.00 per parcel for these charges. SANTACRUZ shall pay any such fees and charges in excess of the \$375.00 per parcel allowance for which SANTACRUZ shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued by CMT.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered a cost not to exceed of \$20,100.00 as follows:

Land Acquisition Services	\$18,600.00
Direct Billable Expenses	\$1,500.00

**CERTIFICATIONS AS BUSINESS ENTERPRISE (BEP),
MINORITY BUSINESS ENTERPRISE (MBE) AND
DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

SANTACRUZ is certified in the Business Enterprise Program with the State of Illinois – Department of Central Management Services. SANTACRUZ is also certified as a Disadvantaged Business Enterprise by the State of Illinois – Department of Transportation and a Minority Business Enterprise by Cook County and the City of Chicago. As SANTACRUZ will supervise 100% of the Negotiation and Acquisition services, Lake County should meet or exceed any minimal BEP/DBE/MBE utilization goals established for the Project.

COMPENSATION FOR SERVICES

ROW Cost Estimates

Basic cost estimate report \$750

Appraisal Services:

Appraisals \$2,000

Review Appraisal Services:

Review Appraisals \$700

Negotiation and Acquisition Services:

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest \$1,950

Witness Services

Rate for each ½ day in pretrial conference or in court for Negotiator \$1,000.00

Rate for each ½ day in pretrial conference or in court for Appraiser \$500.00

Hourly rate for consultation not otherwise specifically provided for herein \$250.00

Title Services (if applicable)

Later date commitment \$75.00
+ Administrative fee \$25.00


Title insurance policies \$75.00
+ Additional costs of \$3.50 per thousand
+ Administrative fee \$25.00

Recording of Documents – In addition to actual recording costs
+ Administrative fee \$25.00

Copies of recorded documents – In addition to actual copying costs
+ Research fee \$50.00
+ Administrative fee \$25.00

ATTACHMENT B

**CMT PRIME AGREEMENT PROVISIONS
WITH LAKE COUNTY**

Local Agency Lake County	L O C A L A G E N C Y	 Illinois Department of Transportation	C O N S U L T A N T	Consultant Crawford, Murphy and Tilly, Inc.
County Lake				Address 550 North Commons Drive, Suite 116
Section 06-00153-07-CH				City Aurora
Project No. CMM-9003(059)				State Illinois
Job No. D-91-512-08				Zip Code 60504
Contact Name/Phone/E-mail Address Mike Burke (847)377-7462/MJBurke@co.lake.il.us				Contact Name/Phone/E-mail Address Kelly D. Farley, P.E. (630)820-1022/kfarley@cmtengr.com

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the 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 Cedar Lake Road Route FAU0192 Length .38 Mile Structure No. N/A
Termini at Monaville Road

Description Intersection will be improved to facilitate future traffic and improve traffic movements through this intersection. The proposed intersection improvements will consist of the addition of a round-a-bout design configuration.

Agreement Provisions

I. THE ENGINEER AGREES,

- 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.
- 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.
- To complete the services herein described within 365 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.
- 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.
- 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.
- 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.
- 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.
- 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:
- 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,
 - 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
 - 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.
 - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - 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,
 - 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
 - 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.

ATTACHMENT C

SUBCONSULTANT INSURANCE CERTIFICATES

CERTIFICATE OF LIABILITY INSURANCE

American Family Insurance Company
 American Family Mutual Insurance Company if selection box is not checked.
 6000 American Pky Madison, Wisconsin 53783-0001

Insured's Name and Address
 Santacruz Associates Ltd.
 2340 River Road - Suite 111
 Des Plaines, IL 60018

Agent's Name, Address and Phone Number (Agt./Dist.)
 Trevor Pachis (847) 905-1905
 1634 Payne St
 Evanston, IL 60201-3030 (137/806)

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder.
 This certificate does not amend, extend or alter the coverage afforded by the policies listed below.

COVERAGES				
This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.				
TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE		LIMITS OF LIABILITY
		EFFECTIVE (Mo, Day, Yr)	EXPIRATION (Mo, Day, Yr)	
Homeowners/ Mobilehomeowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Boatowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Personal Umbrella Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Farm/Ranch Liability				Farm Liability & Personal Liability Each Occurrence \$,000 Farm Employer's Liability Each Occurrence \$,000
Workers Compensation and Employers Liability †				Statutory ***** Each Accident \$,000 Disease - Each Employee \$,000 Disease - Policy Limit \$,000
<input type="checkbox"/> General Liability <input type="checkbox"/> Commercial General Liability (occurrence) <input type="checkbox"/> <input type="checkbox"/>				General Aggregate \$,000 Products - Completed Operations Aggregate \$,000 Personal and Advertising Injury \$,000 Each Occurrence \$,000 Damage to Premises Rented to You \$,000 Medical Expense (Any One Person) \$,000
Businessowners Liability	12-XH7777-01	7/1/2009	7/1/2010	Each Occurrence†† \$ 2,000,000 Aggregate†† \$ 4,000,000
Liquor Liability				Common Cause Limit \$,000 Aggregate Limit \$,000
Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Auto <input type="checkbox"/> Nonowned Autos <input type="checkbox"/>				Bodily Injury - Each Person \$,000 Bodily Injury - Each Accident \$,000 Property Damage \$,000 Bodily Injury and Property Damage Combined \$,000
Excess Liability <input type="checkbox"/> Commercial Blanket Excess <input type="checkbox"/>				Each Occurrence/Aggregate \$,000
Other (Miscellaneous Coverages)				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS				
† The individual or partners shown as insured <input type="checkbox"/> Have <input type="checkbox"/> Have not elected to be covered as employees under this policy. †† Products-Completed Operations aggregate is equal to each occurrence limit and is included in policy aggregate.				
CERTIFICATE HOLDER'S NAME AND ADDRESS			CANCELLATION	
• Additional Insured:			<input type="checkbox"/> Should any of the above described policies be cancelled before the expiration date thereof, the company will endeavor to mail * (30 days) written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. *10 days unless different number of days shown. <input checked="" type="checkbox"/> This certifies coverage on the date of issue only. The above described policies are subject to cancellation in conformity with their terms and by the laws of the state of issue.	
			DATE ISSUED	AUTHORIZED REPRESENTATIVE
			8/5/2009	

ATTACHMENT D

EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS

EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROVISIONS

Santacruz Associates agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order No. 11246, "Equal Employment Opportunity", as amended:

During the performance of this contract, Santacruz Associates 2340 South River Road, Suite 111, Des Plaines, IL. 60018 for itself, its assignees and successors in interest (hereinafter referred to as the Subconsultant) agrees as follows:

1. Compliance with Regulations

The Subconsultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The Subconsultant with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Subconsultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontract, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Subconsultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Subconsultant of the Subconsultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

4. Information and Reports

The Subconsultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the applicable federal agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Subconsultant is in the exclusive possession of another who fails or refuses to furnish this information, the Subconsultant shall so certify to the applicable federal agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of Subconsultant's noncompliance with the nondiscrimination provisions of this contract, the applicable federal agency may impose such contract sanctions through CMT as it determines to be appropriate, including, but not limited to --

- (a) withholding of payments to the Subconsultant under the contract until the Subconsultant complies, and/or
- (b) cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The Subconsultant shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issues pursuant thereto. The Subconsultant shall take such action with respect to any subcontract or procurement as the applicable federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Subconsultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Subconsultant may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENTS E & F

SUBCONSULTANT INVOICING REQUIREMENTS

SUBCONSULTANT PROJECT DATA SHEET



July 21, 2006

Re: Invoicing Requirements

Attn: Billing/Accounts Receivable

The purpose of this letter is to provide detail requirements that when followed will facilitate more efficient processing, approval and timely payment of your invoices.

- Invoices should be submitted directly to Accounts Payable at the corporate office in Springfield, IL. Please do not submit your invoice directly to the CMT Project Manager.

By Fax (Preferred Method)	By Mail (In Duplicate)
<p>(217) 787-4183 (Use Fine Detail or Contrast Setting to Ensure Invoice is Legible)</p>	<p>Crawford, Murphy & Tilly, Inc. Attn: Accounts Payable 2750 West Washington Street Springfield, IL 62702-3497</p>

- Questions regarding the payment status of your invoice should therefore be directed to Accounts Payable by phone at 217-787-8050 or by fax at 217-787-4183 (not to your CMT Project Manager).
- Your invoices should reach us by the 20th of the month in order to be approved and included in our end of the month billing cycle. CMT attempts to make payments within 5 to 10 days on a "pay when paid" basis after receipt of payments from our clients
- Your invoice should reference the following items to quickly associate it with our project for approval and billing. (Some of this information may be obtained from the Subconsultant Project Data Sheet from your Sub-consultant Agreement with CMT.)

General Information (Billing Header)

- CMT's Client Name, Facility and/or Location
- Brief Description of Project and/or Your Services
- Period of Services (From – To)

CMT Project Identifiers

- CMT's Nine-Digit Job Number – 10224-01-00-Task #
- Task Number 06 (if applicable)
- CMT Project Manager/Contact (Kelly D. Farley)

Project Billing Information (Billing Detail)

- Amount Previously Invoiced
- Current Invoice Amount
- Total Project to Date
- Upper Limit of Compensation
- Fee Remaining



CMT

Crawford, Murphy & Tilly, Inc.

SUBCONSULTANT PROJECT DATA SHEET

General Information:		Distribute Reports & Deliverables As Follows:	
CMT Client Name:	Lake County Division of Transportation	Number of Printed Copies:	(____ copies)
Project Description:	Design Services for Cedar Lake Rd/Monaville Rd Intersection	Name:	Kelly D. Farley
Project Facility:	Cedar Lake Rd/Monaville Rd	Company:	Crawford, Murphy & Tilly, Inc
Project Location:	Lake Villa, Lake County, IL	Address:	550 N. Commons Drive
CMT Project Mgr:	Kelly D. Farley, P.E.	City / State / Zip:	Aurora, IL 60504
Cell Phone:		Office Telephone:	630-820-1022
Office Telephone:	630-820-1022	Office Fax:	630-820-0350
Office Fax:	630-820-0350	e-mail copy to:	kfarley@cmtengr.com
e-mail:	kfarley@cmtengr.com	Additional Info Copy:	
CMT Site Contact:		Number of Printed Copies:	(____ copies)
Cell Phone:		Name:	
Telephone:		Company:	
Fax:		Address:	
e-mail:		City / State / Zip:	
		Office Telephone:	
		Office Fax:	
		e-mail copy to:	

Send Invoice to Accounts Payable in Springfield, IL by one of these methods:	
By Fax (Preferred Method)	By Mail (In Duplicate)
(217) 787-4183	Crawford, Murphy & Tilly, Inc. Attn: Accounts Payable 2750 West Washington Street Springfield, IL 62702
(Use Fine Detail or Contrast Setting)	

Send Original Insurance Certificate to the above address naming CMT as an additional insured.

Important Information to Reference on Your Invoice & Billing Information:
General Information (Billing Header)
<ul style="list-style-type: none"> • CMT's Client Name, Facility and/or Location • Brief Description of Project and/or Your Services • Period of Services (From – To)
CMT Project Identifiers
<ul style="list-style-type: none"> • CMT's Nine-Digit Job Number – <u>XXXXX-XX-XX</u> & Task Number ____ (if applicable) • CMT Project Manager/Contact
Project Billing Information (Billing Detail)
<ul style="list-style-type: none"> • Amount Previously Invoiced • Current Invoice Amount • Total Project to Date • Upper Limit of Compensation • Fee Remaining
Note: Cut-off dates for receipt of invoices at CMT corporate office are determined generally as follows:
Your invoices should reach us by the 20 th of the month in order to be approved and included in our end of the month billing cycle. CMT attempts to make payments within 5 to 10 days on a "pay when paid" basis after receipt of payments from our client.

Other Comments: CMT's project number for this project will be: 10224-01-00-. Santacruz should refer to Task #06

ATTACHMENT C

Lake County Survey Procedures

SURVEY PROCEDURES (Revised 4/21/08)

UNITS-COORDINATES

The CONSULTANT will conduct all surveying, stationing, and preparation of required plans using English units of measure and the U.S. Survey Foot. State Plane Coordinates – Illinois East Zone, NAD 83 shall be obtained for all alignment and survey control points.

HORIZONTAL ALIGNMENT

Unless otherwise specified in the services contract, the CONSULTANT is to provide the horizontal alignment. The CONSULTANT'S SURVEYOR will try to re-establish the original horizontal alignment as shown on the recorded R.O.W. plats. The CONSULTANT shall contact LCDOT's Land Surveyor to obtain R.O.W. plats and field notes and benchmarks before establishing the horizontal alignment and stationing. Notify LCDOT's Surveyor immediately if the alignment cannot be reproduced or if in the CONSULTANT'S opinion the existing alignment information is in error.

The CONSULTANT'S SURVEYOR, prior to construction, shall stake the PCs, PIs, PTs, and POTs so that LCDOT's Surveyor can locate them later for construction staking. The CONSULTANT'S SURVEYOR will provide four reference ties to all U.S. Public Land Survey Monuments located within the construction limits. The reference points should be located outside of the anticipated construction limits if practical, so that they can be used after construction to replace the monuments. The CONSULTANT shall record Monument Records for all Section and Quarter Section corners set or found within the construction limits.

The CONSULTANT will mark all 100-foot interval station locations on the survey base line for construction, when on paved surfaces with a P.K. or Mag nail and spray paint. The baseline for relocated alignments when off pavement will be marked at 100-foot intervals with iron rods. The rods shall be set one foot below the surface in farmed land. The CONSULTANT will advise the County of any pavement alignment variations. In cases where the proposed centerline of construction or survey baseline is different from the existing centerline of R.O.W., both shall be shown and the relationship between them will be indicated on the Alignment and Tie sheet.

An Alignment and Tie Sheet shall be provided as part of the final product. The Alignment and Tie sheet shall be signed and sealed by the CONSULTANT'S SURVEYOR. The station, offset and coordinates of the alignment points and survey control points shall be shown. It shall be noted whether the coordinates, stationing and distances are State Plane grid or ground surface. In the case that the information shown is ground surface distances, the State Plane Coordinates still must also be shown for all alignment points and survey control points in order that they can be located with GPS and so that the project can be referenced into our GIS maps. The coordinates may be

shown in a separate table. In either case the grid (combination) factor must also be shown.

VERTICAL ALIGNMENT

Vertical control for the project shall be based on NGVD 29 or NAVD 88 benchmarks. Indicate on the plans which Datum is used. NGVD 29 Lake County Mapping Benchmarks are preferred (<http://gis.lakeco.org/maps/>). LCDOT's Land Surveyor may also be contacted for benchmarks that may be in the area. The controlling benchmarks and the site benchmarks shall be described on the plans. Site benchmarks are to be located at less than 1000-foot intervals with a minimum of two (2) on each project.

All benchmarks will be located on stable objects. LCDOT prefers these objects to be outside the construction site. Some acceptable benchmark examples are, spikes in poles, bolts on fire hydrant rings, and concrete foundations. LCDOT's surveyor can be contacted for benchmarks that may be in the area.

TOPOGRAPHY

The CONSULTANT shall cut cross sections at 50-foot intervals in urban areas (100-foot intervals in rural areas) and at all points needing clarification. The cross section interval should be defined in the engineering services contract.

Full cross-section profiles will be taken at all cross streets, alleys, cross road culverts, and entrances (commercial, private and field). Half cross-sections will not be accepted because they skew the computer terrain model.

The CONSULTANT will locate and identify all trees (6 inches in diameter or greater) within the area either side of the centerline, defined by the proposed ROW or construction limits (whichever is greater) plus an additional 10 feet. The trees shall be identified by species and size. The trees shall be located by station/offset and have a ground elevation.

Streams, tributaries or major drainage ditches located within a lateral distance of 250 feet from centerline (upstream and downstream) shall be surveyed. Alignment, profiles and cross sections will be taken. The stream width shall be shown as the distance measured between the tops of the stream banks. Profile elevations along the bottom of the watercourse shall be taken at a minimum of 50-foot intervals.

The survey shall extend a minimum of 200 feet beyond the roadway construction limits. Cross sections shall be taken a minimum of 10 feet beyond the proposed ROW or construction limits (whichever is greater). Cross sections will extend 30 feet beyond the proposed R.O.W. at entrances 150 feet at minor side roads.

The collected survey data for the existing topography shall have a minimum of 3rd Order Accuracy horizontally with readings to the nearest 0.1 feet for vertical on gravel or ground and readings to the nearest 0.01 feet for vertical on all other surfaces.

RAILROAD INSURANCE

The CONSULTANT will comply with the railroad's requirements when conducting a survey on the railroad's ROW. Usually this includes obtaining a permit, paying a fee, obtaining Railroad Protective Liability Insurance, notification of a flagman to be present near the rails during the survey operations and any other requirements of the railroad. The CONSULTANT is responsible for all of the foregoing requirements.

DELIVERABLES

- I. Copies from the CONSULTANT'S field books, showing benchmarks, level circuits, & structure details, such as size and inverts etc.
- II. Base Drawing at 1:1. All the topographic information shall be plotted electronically. The data shall be recorded in a MICROSTATION .DGN format. All line work defining different elements shall be completed using LCDOT's CELL and LINE LIBRARIES (see attachment). ASCII files containing all point information as described below shall be included. Backup CD's or diskettes shall be provided.
- III. SUMMARY SHEETS showing:
 - (1) Point number
 - (2) Point identification by code and description
 - (3) Station
 - (4) Distance offset (right or left)
 - (5) Northing and Easting coordinate values
 - (6) "Z" elevations

* Four computer printouts shall be provided:

1. List of points referenced by stations.
2. List of points referenced by sequential point numbering.
3. List of points sorted by point identification.
4. "ID" acronym explanation sheets.

An example showing the different printouts is shown on the next page.

(LCDOT'S IDENTIFICATION CODES SHALL BE USED – see attachment)

TYPICAL PRINT-OUT FORM (EAMPLE)								
BY POINT NUMBERS								
POINT NUMBER	STATION	OFFSET	NORTHING	EASTING	ELEVATION	DEFINITION CODE (1)	DESCRIPTION PD	MATERIAL CODE (1)
3331	104+23.306	-45.869	10313.993	20392.255	207.495	491.10	10 INCH TREE PINE	0
3332	104+50.475	-49.159	10323.810	20416.938	207.743	668	PAVEMENT EDGE	759
3333	104+69.987	-44.270	10261.604	20452.162	207.126	310	FL W/GRATE	774
3334	103+93.865	+40.590	10297.779	20365.781	207.378	304.15	6 INCH TILE	836
BY STATION								
STATION	POINT NUMBER	OFFSET	NORTHING	EASTING	ELEVATION	DEFINITION CODE (1)	DESCRIPTION PD	MATERIAL CODE (1)
103+93.865	3334	+40.590	10297.779	20365.781	207.378	304.15	6 INCH TILE	836
104+23.306	3331	-45.869	10313.993	20392.255	207.495	491.10	10 INCH TREE PINE	0
104+50.475	3332	-49.159	10323.810	20416.938	207.743	668	PAVEMENT EDGE	759
104+69.987	3333	-44.270	10261.604	20452.162	207.126	310	FL W/GRATE	774
BY POINT DESCRIPTION								
POINT NUMBER	STATION	OFFSET	NORTHING	EASTING	ELEVATION	DEFINITION CODE (1)	DESCRIPTION PD	MATERIAL CODE (1)
3331	104+23.306	+40.590	10297.779	20365.781	207.378	304.15	6 INCH TREE PINE	0
3336	104+50.475	-45.869	10313.993	20392.255	207.495	491.10	10 INCH TREE PINE	0
2323	104+69.987	-49.159	10323.810	20416.938	207.743	668	6 INCH TREE OAK	0
2565	103+93.865	-44.270	10261.604	20452.162	207.126	310	5 INCH TREE OAK	0

(1) LCDOT CODES

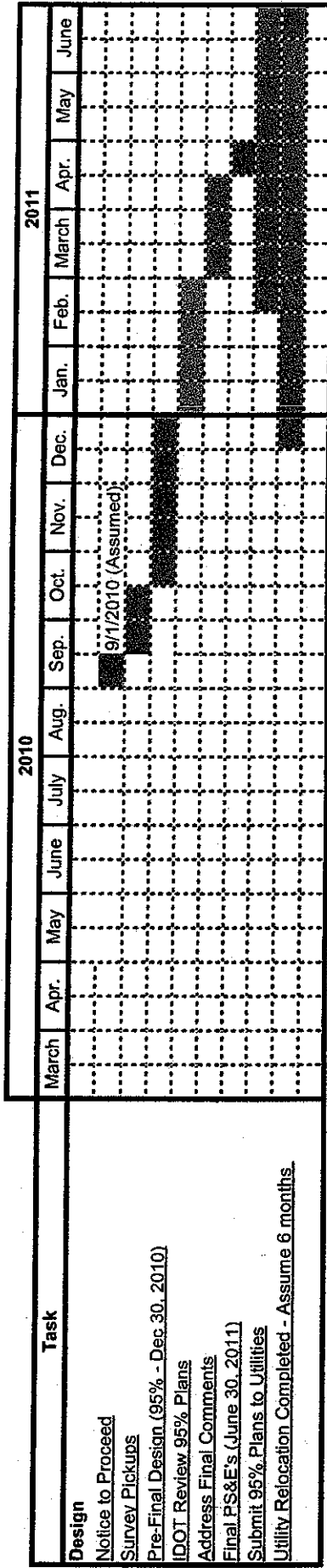
LCDOT's Land Surveyor:

Steve Heuer, PLS
600 West Winchester Road
Libertyville, IL 60048
(847) 377-7488

ATTACHMENT D

Preliminary Project Schedule

**Project Schedule
Cedar Lake Road/Monaville Road Intersection
Lake County, Illinois**



-  Design Work
-  LCDOT/IDOT Review
-  Right-of-Way Work
-  Submittals/Milestones

ATTACHMENT E:

**Selection Process Letter from
Lake County Division of Transportation**



Martin G. Buehler, P.E.
Director of Transportation/County Engineer

600 West Winchester Road
Libertyville, Illinois 60048-1381
Phone (847) 377-7400
Fax (847) 362-5290

April 14, 2010

Ms. Diane M. O'Keefe, P.E.
Deputy Director of Highways
Region One Engineer
Illinois Department of Transportation
201 West Center Court
Schaumburg, IL 60196-1096

Attention: Mr. Christopher J. Holt, P.E.
Bureau Chief of Local Roads and Streets

Reference: Cedar Lake at Monaville Intersection
Section 06-00153-07-CH
Phase II Engineering

Dear Mr. Holt:

Lake County's selection process for the Phase I consultant, included publicly advertising for interested firms, selecting qualified firms to interview, interviews conducted by a selection committee and selecting the best candidate for the project. Interviewed firms were evaluated in accordance with state law and federal guidelines. Crawford, Murphy & Tilly, Inc. was selected to provide Phase I Engineering services for the Cedar Lake at Monaville Intersection Improvement by the County based on their qualifications in preparing and completing STP and CMAQ projects, familiarity with Federal and IDOT guidelines, and previous experience with similar roadway and intersection projects. The selection committee rated them the best candidate.

Typically, the County initially selects a consulting firm for Phase I Engineering Services and then awards the Phase II Engineering Services based on the consultant's work during Phase I. The County has been pleased with Crawford, Murphy & Tilly, Inc. during Phase I and has selected them to provide the Phase II Engineering Services.

If you have any questions or need additional information, please call Mrs. Paula J. Trigg, P. E., Director Planning & Programming at (847) 377-7400.

Very truly yours,

Paula J. Trigg, P.E.
Director
Planning & Programming

cc: Kelly D. Farley, P.E., Senior Project Manager, Crawford, Murphy & Tilly, Inc.
Michael J. Burke, Project Engineer

ATTACHMENT F:

**Project Notification and Review Form
(BLR 2126)**

April 16, 2010

Dawn Thompson
Associate Planner
Chicago Metropolitan Agency for Planning
233 South Wacker Drive, Suite 800
Chicago, IL 60606

Re: 10224-01-00

*FAU 0192/Cedar Lake Road
at Monaville Road
Lake County Division of
Transportation
Section: 06-00153-07-CH
Funding: STA*

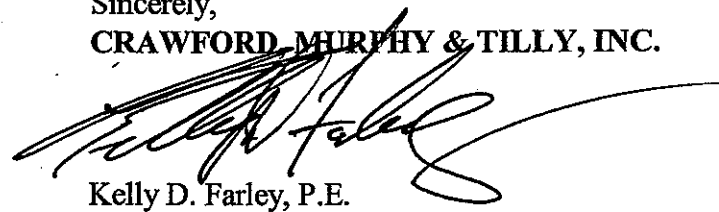
Dear Ms. Thompson,

We are currently performing Phase II engineering for the Illinois Department of Transportation – Bureau of Local Roads and Streets and the Lake County Division of Transportation for the Cedar Lake Road/Monaville Road intersection in Lake Villa.

We are sending you the enclosed “Project Notification and Review” forms for IDOT and LCDOT for your review. A project location map is also included for your use.

If you have any questions or require any further information, please contact me at (630) 907-7029 or kfarley@cmtengr.com.

Sincerely,
CRAWFORD, MURPHY & TILLY, INC.



Kelly D. Farley, P.E.
Senior Project Manager

cc: Michael Burke - LCDOT
Kevin Nelson - CMT
Tice Cole - CMT
CMT File



1. Legal Applicant / Recipient a. Applicant Name: LAKE COUNTY DIVISION OF TRANSPORTATION b. Organization Unit: c. Street / P.O. Box: 600 WEST WINCHESTER ROAD d. City: LIBERTYVILLE e. County: LAKE f. State: ILLINOIS g. Zip Code: 60048 h. Contact Person: Chuck Gleason (name & telephone no.) Project Manager (847) 377-7400	2. S.A.I. Number 3. Application Date 4/16/2010 4. Type of Application <input type="checkbox"/> Continuation <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Revision 5. Federal Cat. No. 20.205 Highway Planning and Construction
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6. Federal Agency to Review Request: FEDERAL HIGHWAY ADMINISTRATION	7. Fiscal Year 2010
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8. The Applicant Certifies That:	a. To the best of my knowledge and belief, the data in this preapplication / application is true and correct.	b. If required, this application was submitted to appropriate clearinghouses (1) Chicago Metropolitan Agency for Planning (2)
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9. Certifying Representative	a. Typed Name and Title Kelly D. Farley Senior Project Manager	b. Signature 	c. Date Signed 4/16/10
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10. Title and Description Route <u>FAU 0192/Cedar Lake Rd at FAU 0177 Monaville Rd</u> <input type="checkbox"/> Early Warning Limits <u>900' on Cedar Lake Road</u> <input checked="" type="checkbox"/> Design <u>1000' on Monaville Road</u> County <u>Lake County</u> City <u>Lake Villa</u> Section <u>06-00153-07-CH</u> Existing Proposed Structure Number <u>N/A</u> Urban <input checked="" type="checkbox"/> <input type="checkbox"/> Add Lanes Rural <input type="checkbox"/> <input type="checkbox"/> Channelization ROW <u>Yes - approx. 0.279 acres</u> <input checked="" type="checkbox"/> Grading Easements <u>Temp Construction - 0.328 Acres</u> <input checked="" type="checkbox"/> Intersection Improve. ADT (Current) <u>8372</u> <input checked="" type="checkbox"/> Paving ADT (Projected) <u>13,000</u> <input type="checkbox"/> Realignment Length <u>1000' on Monaville Rd. - 900' on Cedar Lake Rd.</u> <input checked="" type="checkbox"/> Reconstruct Fed. Proj. No. _____ <input type="checkbox"/> Structure Contract No. _____ <input type="checkbox"/> Resurface PPS No. _____ <input checked="" type="checkbox"/> Curb & Gutter	11. Proposed Funding <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>a. Federal</td><td>\$</td><td>180,556.24</td></tr> <tr><td>b. Applicant</td><td>\$</td><td></td></tr> <tr><td>c. State</td><td>\$</td><td></td></tr> <tr><td>d. Local</td><td>\$</td><td>45,139.06</td></tr> <tr><td>e. Other</td><td>\$</td><td></td></tr> <tr><td>f. Total</td><td>\$</td><td>225,695.30</td></tr> </table> <input checked="" type="checkbox"/> Traffic Signals <input type="checkbox"/> Widen & Resurface <input type="checkbox"/> 4 (f) <input type="checkbox"/> 404 Permit <input type="checkbox"/> Arch. Survey <input checked="" type="checkbox"/> Borrow Required <input type="checkbox"/> Channel Change <input type="checkbox"/> Const. Crossing <input checked="" type="checkbox"/> Roundabout <input type="checkbox"/> _____ <input checked="" type="checkbox"/> Detour <input type="checkbox"/> Endangered Species <input type="checkbox"/> Historic Site <input type="checkbox"/> In-Stream Work <input type="checkbox"/> Runaround <input type="checkbox"/> Stage Construction <input checked="" type="checkbox"/> Tree Removal <input type="checkbox"/> Wetlands <input type="checkbox"/> Hazardous Waste <input type="checkbox"/> _____	a. Federal	\$	180,556.24	b. Applicant	\$		c. State	\$		d. Local	\$	45,139.06	e. Other	\$		f. Total	\$	225,695.30
a. Federal	\$	180,556.24																	
b. Applicant	\$																		
c. State	\$																		
d. Local	\$	45,139.06																	
e. Other	\$																		
f. Total	\$	225,695.30																	

12. General Description

The Cedar Lake Road/Monaville Road intersection is located in Lake Villa in Lake County Illinois.

The proposed scope of work is as an intersection modernization and includes the reconstruction of the existing all-way stop controlled intersection to a single lane roundabout.

Lake County

Project No.: CMM-9003(059)
Job No.: D-91-512-08

Route: FAU 0192
Section No.: 06-00153-07-CH

Cedar Lake Road

Monaville Road



