


Local Agency Lake County Division of Transportation	L O C A L A G E N C Y  Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	Consultant McClure Engineering Associates, In
County Lake		Address { FORMTEXT 2728 Grand Avenue
Section 09-00171-13-BT		City Waukegan
Project No. CMM-9003(557)		State IL
Job No. 91-325-10		Zip Code 60085
Contact Name/Phone/E-mail Address Darrell Kuntz 847-377-7400	Contact Name/Phone/E-mail Address Harlan M. Doland, P.E., P.L.S. h.doland@mcclureengineering.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 PRAIRIE CROSSING BIKE PATH Route CH48 Length 5100 FT Structure No. _____
Termini IL RTE 176 TO PETERSON ROAD

Description PHASE II ENGINEERING TO PREPARE PLANS, SPEC. PROVISIONS AND BIDDING DOCUMENTS IN ACCORDANCE WITH EXHIBITS A, B, C, D, E, F, AND LRSII ATTACHED HERETO.

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 210 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.

DRAFT

8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
9. The undersigned certifies neither the ENGINEER nor I have:
 - a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
 - Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - Prepare applications for U.S. Army Corps of Engineers Permit, **Lake County Stormwater Management Commission 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: **Total Not-to-Exceed Contract Amount shall be** ~~1,200,000~~ **1,139,550.70**

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 are actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
McCLURE ENGINEERING ASSOCIATES, INC.	36-2755013	\$137,813.70

Sub-Consultants:	TIN Number	Agreement Amount
SOIL AND MATERIAL CONSULTANTS, INC.	36-3094075	\$1,737.00
Sub-Consultant Total:		\$1,737.00
Prime Consultant Total:		\$137,813.70
Total for all Work:		\$139,550.70

Executed by the LA:

Lake County

(Municipality/Township/County)

ATTEST:

By: _____

Lake County

Clerk

By: _____

Title: Chairman of the County Board

RECOMMENDED FOR EXECUTION

(SEAL)

Martin G. Buehler, P.E.

Director of Transportation/County Engineer

Lake County

Executed by the ENGINEER:

ATTEST:

By: 

Title: EXECUTIVE VICE PRESIDENT/COO

McCLURE/ENGINEERING ASSOCIATES, INC.

By: 

Title: DIVISION MANAGER/VICE PRESIDENT

Exhibit A - Preliminary Engineering

Route: _____
 Local Agency: Lake County
 (Municipality/Township/County)
 Section: 09-00171-13-BT
 Project: MMM-9003(557)
 Job No.: 91-325-10

*Firm's approved rates on file with IDOT'S
 Bureau of Accounting and Auditing:
 Overhead Rate (OH) 176.90%
 Complexity Factor 0
 Calendar Days 210

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

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services By Others	In-House Direct Costs (IHDC)	Profit	Total
Preparation of Plans,	Principal	40.00	\$63.30	\$2,532.00	\$4,479.11			\$1,016.61	\$8,027.72
Special Provisions and	Project Manager	80.00	\$48.41	\$3,872.80	\$6,850.98			\$1,554.95	\$12,278.73
Estimate of Cost and	Prof. Civil Eng.	120.00	\$35.20	\$4,224.00	\$7,472.26			\$1,695.96	\$13,392.22
Time	Prof. Structural Eng.	40.00	\$47.00	\$1,880.00	\$3,325.72			\$754.83	\$5,960.55
	Engineer Tech	200.00	\$26.41	\$5,282.00	\$9,343.86			\$2,120.75	\$16,746.61
	Prof. Land Surv.	40.00	\$37.42	\$1,496.80	\$2,647.84			\$600.97	\$4,745.61
	Drafters/CADD	240.00	\$26.41	\$6,338.40	\$11,212.63			\$2,544.90	\$20,095.93
	Clerical	20.00	\$20.74	\$414.80	\$733.78			\$166.54	\$1,315.12
Review Agency Coord.	Project Manager	40.00	\$48.41	\$1,936.40	\$3,425.49			\$777.47	\$6,139.36
	Prof. Civil Eng.	80.00	\$35.20	\$2,816.00	\$4,981.50			\$1,130.64	\$8,928.14
Permitting	Project Manager	40.00	\$48.41	\$1,936.40	\$3,425.49			\$777.47	\$6,139.36
	Prof. Civil Eng.	100.00	\$35.20	\$3,520.00	\$6,226.88			\$1,413.30	\$11,160.18
	Engineer Tech	40.00	\$26.41	\$1,056.40	\$1,868.77			\$424.15	\$3,349.32
Soil Borings	Subcontractor					\$1,737.00			\$1,737.00
Project Management	Principal	80.00	\$63.30	\$5,064.00	\$8,958.22			\$2,033.22	\$16,055.44
and Const. Adm'n.	Clerical	10.00	\$20.74	\$207.40	\$366.89			\$83.27	\$657.56
Travel and In Plant	Allowance						\$2,464.50	\$357.35	\$2,821.85
Totals		1170.00		\$42,577.40	\$75,319.42	\$1,737.00	\$2,464.50	\$17,095.04	\$139,550.70



Illinois Department of Transportation

Engineering Payment Report

Prime Consultant

Name _____
 Address _____
 Telephone _____
 TIN Number _____

Project Information

Local Agency _____
 Section Number _____
 Project Number _____
 Job Number _____

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
Sub-Consultant Total:		
Prime Consultant Total:		
Total for all Work Completed:		

_____ Date

Signature and title of Prime Consultant

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

EXHIBIT C

Lake County
Division of Transportation
Prairie Crossing Bike Path
Scope of Services

Phase II Engineering

Task 1 – Preparation of Plans, Special Provisions, and Estimate of Cost and Time

	<u>Manhours</u>
1) Cover sheet and general notes	8
2) Typical sections	8
3) Develop preliminary plan and profile with options	40
4) Develop final plan and profile	80
5) Develop preliminary cross sections from options	40
6) Develop final cross sections	80
7) Storm sewer and drainage design	40
8) Prepare grading easements (Review appraisal and negotiations by LCDOT)	40
9) Retaining wall design (if necessary)	40
10) Prepare standard details	24
11) Suggested traffic control plans	8
12) Special provisions	40
13) Erosion control plans	20
14) Stormwater pollution prevention plan	40

15) Calculate quantities, estimate of cost and time	80
16) Draft summary of quantities	16
17) Review meetings with the LCDOT and IDOT	16
18) Revisions per the LCDOT reviews and comments	80
19) Revisions per IDOT reviews and comments	<u>80</u>

MANHOUR TOTAL TASK 1 780

Task 2 – Review Agency Coordination

1) Coordination with LCSMC	
2) Coordination with Village of Mundelein	
3) Coordination with Mundelein Park and Recreation District	
4) Coordination with IDOT	
5) Coordination with Fire Department	
6) Coordination with Utility Companies	<u>120</u>

MANHOUR TOTAL TASK 2 120

Task 3 - Permitting

1) Prepare PESA	80
2) Permit processing with LCSMC	20
3) Phase II processing with IDOT	<u>80</u>

MANHOUR TOTAL TASK 3 180

Task 4 – Soil Borings

1) Soil Borings	\$1,737.00
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TOTAL TASK 4 \$1,737.00

Task 5 – Project Management and Construction Administration

1) Project Mangement	50
2) Construction Administration	<u>40</u>

MANHOUR TOTAL TASK 5 90

MANHOUR TOTAL 1,170

McCLURE ENGINEERING ASSOCIATES, INC.
 SCOPE OF SERVICES
TRAVELING AND IN PLANT

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Travel (Site Visits/Meetings)	13 trips @ 30 mi=390 mi	\$0.55	\$ 214.50
Copies (8.5 x 11)	2,500 Each	\$0.20	\$ 500.00
Bluelines/Sepias/Prints (22 x 34)	500 Each	\$2.00	\$1,000.00
Mylars	50 Each	\$5.00	\$ 250.00
UPS*	1	Lump Sum	<u>\$ 500.00</u>
TOTAL			\$2,464.50

*Lump sum allowance since UPS will be based on weight and size of item shipped throughout the project.

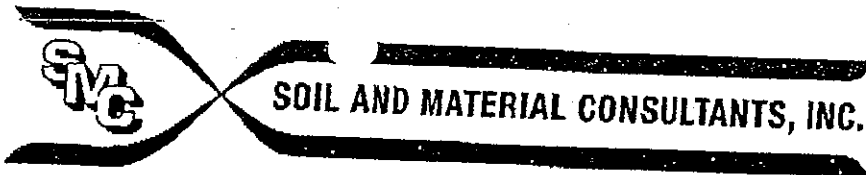
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McCLURE ENGINEERING ASSOCIATES, INC.
ACTIVE PERSONNEL CATEGORY LISTINGS
REPORT: EMPLOYEE CLASSIFICATION LIST

DATE: 01/29/10

<u>CLASSIFICATIONS</u>	<u>AVERAGE HR. RATE</u>
PRINCIPAL	63.30
PROJECT MANAGER	48.41
LICENSED STRUCTURAL ENGINEER	47.00
PROF. LAND SURVEYOR	37.42
PROFESSIONAL CIVIL ENGINEER	35.20
SURVEY PARTY CHIEF	30.67
ENGINEER TECHNICIAN	26.41
DRAFTERS/CADD	26.41
SURVEY INSTRUMENT OPERATOR	25.84
ENGR. INTERN/SURVEY INTERN	25.76
CLERICAL	20.74
SURVEY TECHNICIAN	17.74

Note: Annual salary adjustments (raises) are given on anniversary dates through out the year.
Salary adjustments generally average 5% annually.



SOIL AND MATERIAL CONSULTANTS, INC.

office: 1-847-870-0544
fax: 1-847-870-0661
www.soilandmaterialconsultants.com
us@soilandmaterialconsultants.com

EXHIBIT E

March 3, 2009
Proposal No. 11,085

Mr. Harlan M. Doland
McClure Engineering Associates, Inc.
2728 Grand Avenue
Waukegan, IL 60085

Re: Geotechnical Investigation
Prairie Crossing Bike Path
Lake County, Illinois

Dear Mr. Doland:

Submitted for your consideration is our proposal to provide the requested subsurface soil investigation, engineering evaluation and report along 3 incomplete sections of the bike path. Our services will be provided in accordance with the guidelines stated below.

Field Investigation

We propose the layout of 9 borings (3 per section) at various locations and in areas accessible to our truck mounted drilling equipment. We will contact JULIE for location of public utilities. We will take reasonable precautions to minimize surface and subsurface damage due to our operations. We cannot be responsible for the cost of site restoration resulting from accessing and performing the investigation.

The borings will be power auger drilled and soils sampled using a split barrel sampler at intervals of 2.5 feet within 5.0 feet of the surface. Additional boring depth and sampling may be provided if organic soil conditions are present at a depth of 5.0 feet.

Laboratory Testing

Soil samples will be returned to our laboratory for review and tested to determine moisture content. Competent samples of cohesive soils will be tested further to determine dry unit weight and unconfined compressive strength.

Engineering Evaluation, Report

The field investigation and laboratory testing will be completed under the direction of a Registered Professional Engineer. Preliminary information will be available upon request. Upon completion of the investigation an engineering evaluation will be completed and a report prepared. The report will present our findings and appropriate recommendations.

8 WEST COLLEGE DRIVE • ARLINGTON HEIGHTS, IL 60004

SOIL BORINGS • SITE INVESTIGATIONS • PAVEMENT INVESTIGATIONS • GEOTECHNICAL ENGINEERING
TESTING OF • SOIL • ASPHALT • CONCRETE • MORTAR • STEEL

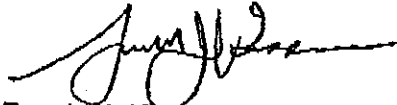
Charges

Our unit charges and the estimated total cost for the investigation are indicated on the attached Schedule of Fees. Final billing will be based on this schedule. If additional services are requested that are beyond the scope of the proposed investigation, they will be provided at our established unit prices.

Your consideration of this proposal is appreciated. The attached General Conditions are understood to be part of this proposal. If acceptable, please execute and return one copy to our office. Should you have any questions concerning the scope of the investigation, please let us know.

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.



Gerald J. Kissner, P.E.
President

GJK:kg

Proposal Accepted By:

Client _____
Street _____
Town _____ State _____ Zip Code _____
Phone () _____ Fax () _____
Signature _____ Position _____
Printed Name _____ Date _____

SCHEDULE OF FEES -- SUBSURFACE SOIL INVESTIGATION

Field

Boring Layout	2 hr.	\$ 80.00 /hr.	\$ 160.00
Utility Location	1 hr.	\$ 80.00 /hr.	\$ 80.00
Mobilization	1	\$ Lump Sum	\$ 225.00
Drilling (9 at 5')	45 ft.	\$ 11.00 /ft.	\$ 495.00
Split Barrel Sampling	18 ea.	\$ 8.00 ea.	\$ 144.00

Laboratory

Moisture Content	27 ea.	\$ 3.00 ea.	\$ 81.00
Unit Weight	18 ea.	\$ 3.00 ea.	\$ 54.00
Unconfined Compressive Strength	18 ea.	\$ 6.00 ea.	\$ 108.00

Report

Senior Engineer (P.E.)	3 hr.	\$ 130.00 /hr.	\$ 390.00
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Estimated Total Cost: \$ 1,737.00

TERMS AND CONDITIONS

Soil and Material Consultants, Inc. (SMC) scope of work defined in the proposal was based on information provided by the client. If incomplete, inaccurate or if unexpected site conditions are discovered, the scope of work may change.

GEOTECHNICAL INVESTIGATIONS

Client will furnish SMC with right-of-access to the site. SMC will take reasonable precautions to minimize site damage due to its operations, but has not included in the fee the cost of restoration of any resulting damage. SMC shall not be liable for damage or injury due to encountering subsurface structures (pipes, tanks, utilities or others) not called to SMC's attention in writing or are not correctly shown on the drawings furnished by client or client's representative. If the client desires, SMC will restore any damage to the site and add the cost of restoration to the fee.

Field work, laboratory testing and engineering analysis will be performed in accordance with generally accepted soil and foundation engineering practices. Samples are retained in our laboratory for 30 days from date of report and then destroyed unless other disposition is requested. The data reported applies only to the soils sampled and the conditions encountered at each boring location. This does not imply or guarantee that soils between borings will be identical in character. Isolated inclusions of better or poorer soils can be found on any site. SMC will not be liable for extra work or other consequences due to changed conditions encountered between borings.

Any exploration, testing and analysis associated with the investigation will be performed by SMC for the client's sole use to fulfill the purpose of this Agreement. SMC is not responsible for use or interpretation of the information by others. The client recognizes that subsurface conditions may vary from those encountered in borings or explorations. Information and recommendations developed by SMC are based solely on available information and for the currently proposed improvement.

Documents including but not limited to technical reports, original boring logs, field data, field notes, laboratory test data, calculations, reports of inspection and testing, geotechnical reports, technical reports, submittals and estimates furnished to the client or its agents pursuant to this agreement are not intended or represented to be suitable for reuse by the client or others on extensions of this project or on any other project. Any reuse without SMC's written consent will be at user's sole risk and without liability or legal exposure to SMC. User shall indemnify and hold harmless SMC from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. To the maximum extent permitted by law, the Client agrees to limit SMC liability for clients' damages to \$100,000 or the fee, whichever is lesser. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Soil and Material Consultants, Inc. is a Professional Engineering Corporation. Engineering services are often completed by extension through technical staff. The unit rates presented in this proposal do not reflect charges associated with organized labor. Future agreements, if any, with organized labor will invalidate some of the unit rates presented. Required rate adjustments will be presented to the client for acceptance prior to providing services at the adjusted rates.

Services are invoiced monthly for the preceding period. Client agrees to pay each invoice within thirty (30) days of receipt and further agrees to pay interest on all amounts not paid at the rate of 2.0% per month, an annual rate of 24%, from the due date. Client agrees to pay all reasonable costs of collection including staff time, court costs, Attorneys' fees and related expenses, if this account becomes delinquent. Client agrees that reports furnished to the client but not paid for in full remain the sole property of SMC and will not be used for design, construction, permits, licensing, sales or other gain.

TESTING SERVICES

Client shall furnish SMC with at least one working day's notice on any part-time (less than 8 hours/day) job when field personnel are requested. SMC shall make reasonable effort to provide field personnel in a timely manner but reserves the right to schedule field personnel as deemed appropriate. Minimum charges will be billed when work cancellations are received after field personnel have left for the project site.

SMC personnel will provide a professional service based on observations and testing of the work of a contractor, subcontractor, or other service/material provider, as specifically requested. SMC field personnel will look for general conformance with project specifications, plans and/or soil report but does not accept the responsibility to control or direct the work of others. Discrepancies noted by SMC office or field personnel will be referred to client or client's representative.

Testing Services furnished by SMC are defined as the taking of soil and/or material tests at various locations and the making of visual observations relating to earthwork, foundations, and/or materials as specifically requested by the client and agreed to by SMC, and will be limited to those specifically agreed services. Such services will be performed by SMC using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the profession practicing in this or similar localities.

Observations and testing of soils and/or materials by SMC in no way implies a guarantee or warranty of the work of the contractor, subcontractor, or other service/material provider. SMC's work or failure to perform same shall in no way excuse such contractor, subcontractor or other service/material provider from liability in the event of subsequently discovered defects, omissions, errors, deficiencies or failure to perform in accordance with the project plans and specifications. SMC field personnel shall not be responsible for superintendence of the construction process nor direction of the work of the contractor, subcontractor, or other service/material provider. SMC's work shall not include determining or implementing the means, methods, techniques, sequences or procedures of construction. SMC shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare.

PHASE II ENGINEERING SERVICES

Route: Along Midlothian Road
Local Agency: LAKE COUNTY (Mundelein/Freemont/Lake)
Section: 05-00171-12-BT
Project: Prairie Crossing Bike Path
Job No.:

	2010					2011						
	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY
PREPARATION OF PLANS SPECIAL PROVISIONS AND ESTIMATE OF COST AND TIME												
REVIEW AGENCY COORDINATION												
PERMITTING												
SOIL BORINGS												
PROJECT MANAGEMENT AND ADMINISTRATION												

EXHIBIT F

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
EMPLOYMENT PRACTICES

Effective: January 1, 1999

In addition to all other labor requirements set forth in this proposal and in the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

Selection of Labor. The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

Equal Employment Opportunity. During the performance of this contract, the Contractor agrees as follows:

- (a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (b) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, martial status, physical or mental handicap or unfavorable discharge from military service.

That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with so such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

CHECK SHEET #LRS11

- (e) That it will submit reports as required by the Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (g) That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.