


Municipality Lake County Div. of Transportation	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	CONSULTANT	Name McClure Engineering Assocs., Inc
Township				Address 2728 Grand Avenue
County Lake				City Waukegan
Section 08-00145-04-64				State Illinois

THIS AGREEMENT is made and entered into this 27th day of October, 2008 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Fairfield Road Retaining Wall Rehabilitation

Route CH 49 Length — Mi. 200 FT (Structure No.)

Termini East Side of Fairfield Road and 0.4 Miles North of Route 60.

Description: Prepare plans and specifications for emergency retaining wall rehabilitation.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. 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.
 - e. Prepare Army Corps of Engineers Permit, Lake County Stormwater Management Commission Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with one (1) copy of each document in both hardcopy and electronic format. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in duplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
 - i. Assist the LA in the tabulation and interpretation of the contractors' proposals

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j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.

k. Prepare the Project Development Report when required by the DEPARTMENT.

(2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the LA and of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.

(3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.

(4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.

(5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.

(6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 11, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.

b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule.

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees
Under \$50,000	(see note)
	%
	%
	%
	%
	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1a, 1c, 1g of the ENGINEER AGREES at actual cost of performing such work plus 115 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1c. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

The Total Not-to-Exceed Contract Amount shall be \$33,724.04

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses. MONTHLY INVOICING

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 115 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 115 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

County of Lake of the
(Municipality/Township/County)

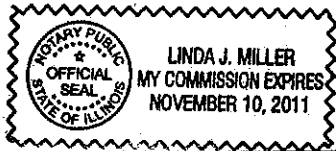
ATTEST:

State of Illinois, acting by and through its

By Linda J. Miller
LAKE COUNTY ~~Clerk~~

By Mark A. Beuther

(Seal)



Title ~~CHAIRMAN OF THE COUNTY BOARD~~
COUNTY ENGINEER

EMERGENCY CONTRACT

Executed by the ENGINEER:

ATTEST:

By Larry F. Johnson
LARRY F. JOHNSON, P.E.
Title PRESIDENT/CEO

By Harlan M. Boland
HARLAN M. BOLAND, P.E., P.L.S.
Title DIVISION MANAGER/VICE PRESIDENT

Approved

Date
Department of Transportation

Regional Engineer

Exhibit A
Preliminary Engineering

Route:

Local Agency: LAKE

(Municipality/Township/County)

Section:

Project: Fairfield Road Retaining Wall Rehabilitation

Job No.:

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

Payroll Burden & Fringe Rate
Overhead & Expense Rate
Complexity Factor

93.16%
95.98%
0.035

Cost Estimate of Consultant's Services In Dollars

Element of Work	Employee Classification	Man-Hours	Pay-Roll Rate	Pay-Roll Costs	Payroll Burden & Fringe Costs	Overhead and Expenses*	Profit	Total
Surveys, Plans, Specifications, Estimate								
DATA COLLECTION	STRUCTURAL ENG.	16	45.00	\$720.00	\$670.75	\$691.06	\$312.27	\$2,394.08
	CIVIL ENGINEER	16	45.00	\$720.00	\$670.75	\$691.06	\$312.27	\$2,394.08
SURVEYS	CREW CHIEF	16	30.00	\$480.00	\$447.17	\$460.70	\$208.18	\$1,596.05
	RODMAN	16	25.00	\$400.00	\$372.64	\$383.92	\$173.48	\$1,330.04
	CAD TECH.	16	20.00	\$320.00	\$298.11	\$307.14	\$138.79	\$1,064.04
SOIL BORINGS	SUBCONTRACTOR							\$3,000.00
STRUCTURAL DESIGN	STRUCTURAL ENG.	16	45.00	\$720.00	\$670.75	\$691.06	\$312.27	\$2,394.08
	ASST. ST. ENG.	16	35.00	\$560.00	\$521.70	\$537.49	\$242.88	\$1,862.07
	CAD TECH.	40	20.00	\$800.00	\$745.28	\$767.84	\$346.97	\$2,660.09
TRAFFIC CONTROL	CIVIL ENGINEER	8	45.00	\$360.00	\$335.38	\$345.53	\$156.14	\$1,197.05
	CAD TECH.	8	20.00	\$160.00	\$149.08	\$153.57	\$69.39	\$532.02
PLANS, SPECS., ESTIMATE OF COST	CIVIL ENGINEER	20	45.00	\$900.00	\$838.44	\$863.82	\$390.34	\$2,992.60
	ASST. CIVIL ENG.	40	35.00	\$1,400.00	\$1,304.24	\$1,343.72	\$607.19	\$4,655.15
	CAD TECH.	40	20.00	\$800.00	\$745.28	\$767.84	\$346.97	\$2,660.09
	ADMINISTRATIVE	20	25.00	\$500.00	\$465.80	\$479.90	\$216.86	\$1,662.56
PROJECT MGMT AND ADMIN.	PRINCIPAL	8	50.00	\$400.00	\$372.64	\$383.92	\$173.48	\$1,330.04
Totals		296		\$9,240.00	\$8,607.98	\$8,868.57	\$4,007.48	\$33,724.04

LAKE COUNTY
DIVISION OF TRANSPORTATION
FAIRFIELD ROAD RETAINING WALL REHABILITATION
MANHOURS PROJECTIONS

PRELIMINARY ENGINEERING

TASK 1

Data Collection

1. Data Collection	8
2. Initial Field Inspection	16
3. Meetings with Lake County Division of Transportation	<u>8</u>
Total Task 1	32

TASK 2

Surveys

1. Topographic Survey	<u>48</u>
Total Task 2	48

TASK 3

Structural Design

1. Design Calculations	32
2. Prepare Plan Profile of Wall	<u>40</u>
Total Task 3	72

TASK 4

Traffic Control

1. Prepare Traffic Control Plan 16

Total Task 4 16

TASK 5

Plans, Specifications, Estimate of Cost

1. Prepare Plans 80

2. Prepare Specifications 16

3. Prepare Quantities 16

4. Prepare Estimate of Cost 8

Total Task 6 120

TASK 6

Project Management and Administration 8

Total Task 6 8

Total Manhours 296

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.
- (d) 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

CHECK SHEET LRS11

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.

- (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.