

| | | | | |
|--|---|---|--|---|
| Local Agency Lake County Division of Transportat | 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 Alfred Benesch & Company |
| Lake County | | | | Address 205 N. Michigan Avenue |
| 08-00259-00-TL Section | | | | City Chicago |
| CMM-9003(071) Project No. | | | | State IL |
| C-91-541-08 Job No. | | | | Zip Code 60601 |
| Mr. Glenn Petko 847 377-7400 Contact Name/Phone/E-mail Address gpetko@lakecountyil.gov | | | | Contact Name/Phone/E-mail Address Daniel M. Gross 312-565-0450 dgross@benesch.com |

THIS AGREEMENT is made and entered into this 23rd day of December, 2009 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. 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.

WHEREVER IN THIS AGREEMENT the following terms are used, they shall be interpreted to mean:

| | |
|--------------------------|---|
| Regional Engineer | Regional Engineer, Department of Transportation |
| Resident Engineer | LA Employee directly responsible for construction of the PROJECT |
| Contractor | Company or Companies to which the construction contract was awarded |

Project Description

| | | | | | | | |
|---------|--|-------|-----------------|--------|-----------------|---------------|------------|
| Name | <u>Lewis Ave. Traffic Signal Interconnect</u> | Route | <u>FAU 2730</u> | Length | <u>9.0 Mile</u> | Structure No. | <u>N/A</u> |
| Termini | <u>Rosecrans Road (IL 173) to 14th Street</u> | | | | | | |

Description: Project consists of new traffic signal equipment, a fiber optic communication system inter-connecting 22 traffic signals, minor curb and gutter removal and replacement with detectable warning pad to accommodate ADA requirements and all other items to complete the work at 22 intersections along Lewis Avenue.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
 - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - c. For soils, to obtain samples and perform testing as noted below.
 - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
- f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
- g. Inspect, document and inform the resident engineer of the adequacy of the establishment and maintenance of the traffic control.

DRAFT

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
12. 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.
13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

II. THE LA AGREES,

1. To furnish a resident engineer to be in responsible charge of general supervision of the construction.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. 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 _____

5. 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.
6. 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.).

- (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, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
 - (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.
9. 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 this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

| Prime Consultant: | TIN Number | Agreement Amount |
|--------------------------|------------|------------------|
| Alfred Benesch & Company | 36-2407363 | \$487,938.05 |
| | | |
| Sub-Consultants: | TIN Number | Agreement Amount |
| STATE Testing, Inc. | 36-4312824 | \$20,000.00 |
| | | |
| | | |
| | | |
| Sub-Consultant Total: | | 20000.00 |
| Prime Consultant Total: | | 487938.05 |
| Total for all Work: | | 507938.05 |

Executed by the LA:

(Municipality/Township/County)

ATTEST:

By: _____
Clerk

By: _____
Title: _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: David J. Monill
Title: Vice President

By: [Signature]
Title: SR. VICE PRESIDENT



Average Hourly Project Rates

Route Lewis Avenue Traffic Signal Interconnect
 Section 08-00259-00-TL
 County Lake
 Job No. C-91-541-08
 P/B/Item

Consultant **Alfred Beresch & Company**

Date 12/23/09
 Sheet 1 OF 1

| Payroll Classification | Avg Hourly Rates | Total Project Rates | | | Engineering Services | | | | | | State Testing, Inc. | | | | | |
|----------------------------|------------------|---------------------|-------------|----------------|----------------------|-------------|----------------|----------|-----------|---------------|---------------------|-----------|---------------|----------|-----------|---------------|
| | | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | | | |
| CCM | | | | | | | | | | | | | | | | |
| Project Principal | 70.00 | 40 | 0.96% | 0.67 | 40 | 0.96% | 0.67 | | | | | | | | | |
| Sr. Project Manager | 62.50 | 120 | 2.88% | 1.80 | 120 | 2.88% | 1.80 | | | | | | | | | |
| Resident Project Manager I | 39.72 | 1920 | 46.04% | 18.29 | 1920 | 46.04% | 18.29 | | | | | | | | | |
| Sr. Construction Rep. | 39.80 | 1920 | 46.04% | 18.32 | 1920 | 46.04% | 18.32 | | | | | | | | | |
| Sr. Surveyor | 51.15 | 10 | 0.24% | 0.12 | 10 | 0.24% | 0.12 | | | | | | | | | |
| Sr. Party Chief | 32.20 | 80 | 1.92% | 0.62 | 80 | 1.92% | 0.62 | | | | | | | | | |
| Party Chief | 25.48 | 80 | 1.92% | 0.49 | 80 | 1.92% | 0.49 | | | | | | | | | |
| | | 0 | | | 0 | | | | | | | | | | | |
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| | | 0 | | | 0 | | | | | | | | | | | |
| | | 0 | | | 0 | | | | | | | | | | | |
| TOTALS | | 4170 | 100% | \$40.31 | 4170 | 100% | \$40.31 | 0 | 0% | \$0.00 | 0 | 0% | \$0.00 | 0 | 0% | \$0.00 |



**Illinois Department
of Transportation**

Payroll Rates

FIRM NAME
PRIME/SUPPLEMENT
PTB NO.

STATE Testing
Sub

DATE 12/23/09

ESCALATION FACTOR

0.30%

| CLASSIFICATION | CURRENT RATE | ESCALATED RATE |
|----------------|--------------|----------------|
|----------------|--------------|----------------|

CCM

| | | |
|---------------------------|---------|---------|
| Principal Engineer | \$70.00 | \$70.00 |
| Associate Engineer | \$60.00 | \$60.00 |
| Senior Engineer | \$32.01 | \$32.11 |
| Professional Engineer | \$48.08 | \$48.22 |
| Materials Coordinator | \$36.82 | \$36.93 |
| Laboratory Manager | \$31.33 | \$31.42 |
| Quality Assurance Manager | \$26.63 | \$26.71 |
| Accountant | \$35.11 | \$35.22 |
| Senior Technician | \$0.00 | \$0.00 |
| Level III Technician | \$33.64 | \$33.74 |
| Level II Technician | \$31.14 | \$31.23 |
| Level I Technician | \$27.52 | \$27.60 |
| Material Tester 2 | \$34.52 | \$34.62 |
| Material Tester 1 | \$32.75 | \$32.85 |
| Lab Technician II | \$17.50 | \$17.55 |
| Lab Technician | \$11.00 | \$11.03 |
| | | \$0.00 |
| | | \$0.00 |
| | | \$0.00 |
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| | | \$0.00 |
| | | \$0.00 |
| | | \$0.00 |



Illinois Department of Transportation

Average Hourly Project Rates

Route _____ Lewis Avenue Traffic Signal Interconnect
 Section 08-00259-00-TL
 County Lake
 Job No. C-91-541-08
 PTB/Item _____

Consultant STATE Testing

Date 12/23/09
 Sheet 1 OF 1

| Payroll Classification | Avg Hourly Rates | Total Project Rates | | | Engineering Services | | | | | | | | | | | | | | |
|---------------------------|------------------|---------------------|---------|-----------|----------------------|---------|-----------|-------|---------|-----------|-------|---------|-----------|-------|---------|-----------|---|----|--------|
| | | Hours | % Part. | Wgt'd Avg | Hours | % Part. | Wgt'd Avg | Hours | % Part. | Wgt'd Avg | Hours | % Part. | Wgt'd Avg | Hours | % Part. | Wgt'd Avg | | | |
| CCM Principal Engineer | 70.00 | 2 | 1.18% | 0.83 | 2 | 1.18% | 0.83 | | | | | | | | | | | | |
| Associate Engineer | 60.00 | 2 | 1.18% | 0.71 | 2 | 1.18% | 0.71 | | | | | | | | | | | | |
| Senior Engineer | 32.11 | 0 | | | 0 | | | | | | | | | | | | | | |
| Professional Engineer | 48.22 | 0 | | | 0 | | | | | | | | | | | | | | |
| Materials Coordinator | 36.93 | 4 | 2.37% | 0.87 | 4 | 2.37% | 0.87 | | | | | | | | | | | | |
| Laboratory Manager | 31.42 | 0 | | | 0 | | | | | | | | | | | | | | |
| Quality Assurance Manager | 26.71 | 0 | | | 0 | | | | | | | | | | | | | | |
| Accountant | 35.22 | 0 | | | 0 | | | | | | | | | | | | | | |
| Senior Technician | | 0 | | | 0 | | | | | | | | | | | | | | |
| Level III Technician | 33.74 | 0 | | | 0 | | | | | | | | | | | | | | |
| Level II Technician | 31.23 | 0 | | | 0 | | | | | | | | | | | | | | |
| Level I Technician | 27.60 | 0 | | | 0 | | | | | | | | | | | | | | |
| Material Tester 2 | 34.62 | 81 | 47.93% | 16.59 | 81 | 47.93% | 16.59 | | | | | | | | | | | | |
| Material Tester 1 | 32.85 | 80 | 47.34% | 15.55 | 80 | 47.34% | 15.55 | | | | | | | | | | | | |
| Lab Technician II | 17.55 | 0 | | | 0 | | | | | | | | | | | | | | |
| Lab Technician | 11.03 | 0 | | | 0 | | | | | | | | | | | | | | |
| | | 0 | | | 0 | | | | | | | | | | | | | | |
| | | 0 | | | 0 | | | | | | | | | | | | | | |
| | | 0 | | | 0 | | | | | | | | | | | | | | |
| | | 0 | | | 0 | | | | | | | | | | | | | | |
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| | | 0 | | | 0 | | | | | | | | | | | | | | |
| | | 0 | | | 0 | | | | | | | | | | | | | | |
| | | 0 | | | 0 | | | | | | | | | | | | | | |
| | | 0 | | | 0 | | | | | | | | | | | | | | |
| | | 0 | | | 0 | | | | | | | | | | | | | | |
| | | 0 | | | 0 | | | | | | | | | | | | | | |
| TOTALS | | 169 | 100% | \$34.56 | 169 | 100% | \$34.56 | 0 | 0% | \$0.00 | 0 | 0% | \$0.00 | 0 | 0% | \$0.00 | 0 | 0% | \$0.00 |

| | | | |
|--|-------|------|-----|
| LOS ANGELES ABRASION (ASTM C 131) | \$198 | EACH | \$0 |
| FIVE CYCLE SOUNDNESS | | EACH | \$0 |
| | \$495 | EACH | \$0 |
| UNCOMPACTED VOID CONTENT (fine aggregate) | \$131 | EACH | \$0 |
| FLAT AND ELONGATED PARTICLES (ASTM D475) | \$135 | EACH | \$0 |
| SAND EQUIVALENT (ASTM D 2419) | \$130 | EACH | \$0 |
| FRACTURED PARTICLES (coarse aggregate angu | \$130 | EACH | \$0 |
| AGGREGATE ABSORPTION (AVG. OF 3) (ASTM | \$130 | EACH | \$0 |
| UNIT WEIGHT (ASTM C 29) | \$95 | EACH | \$0 |
| DELETERIOUS COUNT | \$130 | EACH | \$0 |

PORTLAND CONCRETE LABORATORY SERVICES *

| | | | |
|---|---------|---------|-------|
| COMPRESSIVE STRENGTH OF CYLINDERS | | | |
| WITH CURE TIME UP TO 28 DAYS-S.T.A.T.E. Tes | \$21 | 24 EACH | \$504 |
| WITH CURE TIME UP TO 28 DAYS-non-S.T.A.T.E | \$30 | EACH | \$0 |
| FLEXURAL STRENGTH OF BEAMS WITH | | EACH | \$0 |
| IL. MODIFIED SINGLE POINT LOADING | \$55 | EACH | \$0 |
| FLEXURAL STRENGTH OF BEAMS WITH | | EACH | \$0 |
| ASTM THREE POINT LOADING | \$66 | EACH | \$0 |
| SULFUR CAPPING | \$65 | EACH | \$0 |
| NON-DESTRUCTIVE TEST-SCHMIDT HAMMER (/ | \$600 | EACH | \$0 |
| HIGH STRENGTH/HIGH PERFORMANCE CYLIND | \$75 | EACH | \$0 |
| A.S.R. TESTING 14-DAY (ASTM C 1280) | \$1,050 | EACH | \$0 |
| CYLINDER PICK-UP | \$215 | 4 EACH | \$860 |

SOILS LABORATORY SERVICES *

| | | | |
|---|-------|------|-----|
| STANDARD PROCTOR (AASHTO T99, ASTM D69 | \$250 | EACH | \$0 |
| MODIFIED PROCTOR (AASHTO T180, ASTM D15 | \$250 | EACH | \$0 |
| PLASTICITY INDEX (AASHTO T90, ASTM D4318) | \$275 | EACH | \$0 |
| HYDROMETER TEST (AASHTO T-88) | \$135 | EACH | \$0 |
| ORGANIC CONTENT (AASHTO T-267, ASTM D-21 | \$135 | EACH | \$0 |
| PH OF SOILS (AASHTO T-289) | \$160 | EACH | \$0 |
| LIQUID & PLASTIC LIMIT | \$95 | EACH | \$0 |
| CLASSIFICATION OF SOIL | \$109 | EACH | \$0 |
| BORING RIG RENTAL | \$70 | EACH | \$0 |
| ACI CLASS | \$550 | EACH | \$0 |

TOTAL LABORATORY CHARGES

\$2,514

Total Direct Cost

\$ 2,514.00

alfred benesch and company

Chicago Hourly Rate Range - Consultant's Regular Staff

Effective 12/29/2008

| <u>Employee Classification</u> | <u>From</u> | <u>To</u> | <u>Weighted Average</u> |
|--------------------------------|-------------|-----------|-------------------------|
| Project Principal | \$70.00 | \$70.00 | \$70.00 |
| Sr Project Manager | \$55.00 | \$70.00 | \$63.03 |
| Project Manager II | \$49.50 | \$53.60 | \$51.18 |
| Project Manager I | \$42.40 | \$48.90 | \$44.60 |
| Sr Project Engineer | \$42.50 | \$49.90 | \$45.10 |
| Project Engineer II | \$36.40 | \$36.40 | \$36.40 |
| Project Engineer I | \$31.50 | \$36.40 | \$33.94 |
| Senior Designer | \$32.60 | \$38.00 | \$35.30 |
| Designer II | \$29.30 | \$30.90 | \$29.69 |
| Designer I | \$27.00 | \$29.00 | \$28.30 |
| Sr Resident Project Manager | \$50.00 | \$51.00 | \$50.50 |
| Resident Project Manager II | \$49.50 | \$49.90 | \$49.70 |
| Resident Project Manager I | \$39.60 | \$44.00 | \$41.80 |
| Sr. Constr. Representative | \$35.00 | \$41.70 | \$39.74 |
| Constr. Representative III | \$33.00 | \$37.20 | \$34.52 |
| Constr. Representative II | \$28.60 | \$31.00 | \$29.87 |
| Constr. Representative I | \$26.30 | \$29.20 | \$27.50 |
| Resident Project Assistant | \$19.90 | \$23.00 | \$21.47 |
| Sr Surveyor | \$51.00 | \$51.00 | \$51.00 |
| Sr Party Chief | \$32.10 | \$32.10 | \$32.10 |
| Party Chief | \$25.00 | \$25.80 | \$25.40 |
| Surveyor | \$36.10 | \$36.10 | \$36.10 |
| Survey Assistant | \$17.00 | \$17.00 | \$17.00 |
| Sr Inspector | \$35.30 | \$35.30 | \$35.30 |
| Inspector II | \$24.00 | \$24.00 | \$24.00 |
| Sr Technical Specialist | \$41.20 | \$42.20 | \$41.80 |
| Technical Specialist I | \$23.10 | \$28.10 | \$25.60 |
| Sr Technologist | \$33.70 | \$34.30 | \$33.90 |
| Technologist II | \$26.00 | \$28.00 | \$27.00 |
| Technologist I | \$23.00 | \$23.00 | \$23.00 |
| Business Development Manager | \$27.50 | \$27.50 | \$27.50 |
| Business Development Assistant | \$17.00 | \$18.00 | \$17.50 |
| Office Manager | \$25.70 | \$25.70 | \$25.70 |
| Project Assistant I | \$21.40 | \$21.40 | \$21.40 |
| Receptionist | \$18.60 | \$18.60 | \$18.60 |
| Office Assistant | \$20.80 | \$20.80 | \$20.80 |