

Municipality	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>	<b>C O N S U L T A N T</b>	Name Sam Schwartz Engineering
Township				Address 1000 W Irving Park Rd, Suite 130
County Lake County – Division of Transportation		City Itasca		
Section Various		State IL		

**Preliminary Engineering  
Services Agreement  
For  
Non-Motor Fuel Tax Funds**

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 improvement of the above SECTION. Non-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 Lewis Ave.

Route \_\_\_\_\_ Length \_\_\_\_\_ Mi. \_\_\_\_\_ FT (Structure No. \_\_\_\_\_ )

Termini Sunset Ave. to IL 173

Description:  
Engineering Services (Signal Coordination and Timing 2017 - 17-00999-30-TL)

**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 the ENGINEER's 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

- 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.
  - l.  **Services as included and/or defined in the attached Scope of Services.**
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 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 the ENGINEER will perform such work without expense to the LA, even though final payment has been received by the ENGINEER. The ENGINEER 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 the ENGINEER and will show the ENGINEER's professional seal where such is required by law.

**The LA Agrees,**

1. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT according to the following method 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	(see note)
Under \$50,000	_____	%
	_____	%
	_____	%

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

2. To pay for all services rendered in accordance with this AGREEMENT at the actual cost of performing such work plus 14 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 the ENGINEER's actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided in section 1 of the ENGINEER AGREES. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus an additional service charge of up to five (5) percent.

"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 \$39189.77**

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 section 1 of 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.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in sections 1 and 3 of the ENGINEER AGREES and prior to the completion of such services, the LA shall reimburse the ENGINEER for the ENGINEER's actual costs plus 14 percent incurred up to the time the ENGINEER 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 14 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 the ENGINEER's responsibility to prepare a complete and adequate set of plans and specifications.

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#### **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 the ENGINEER's 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 the ENGINEER 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 the ENGINEER's 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 triplicate 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 \_\_\_\_\_

County Board

Lake County Clerk

By \_\_\_\_\_

(Seal)

Title Chairman of the County Board

RECOMMENDED FOR EXECUTION

Paula J. Trigg, P.E.  
Director of Transportation/County Engineer  
Lake County

Executed by the ENGINEER:

Sam Schwartz Engineering, DPC

Engineering Firm  
1000 W. Irving Park Rd., Suite 130

ATTEST:

Street Address  
Itasca, IL 60143

City, State

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title Vice President

**Note: Three (3) Original Executed Contracts – (2) LCDOT; (1) Consultant**



## **ATTACHMENT A**

### **PROJECT SCOPE**

The proposed work program for the 2017 Signal Coordination and Timing Contract is based on SSE's qualifications and experience presented in the 2015 SOI/SOQ selection process, including a consultant interview with LCDOT. The project will be managed out of our Itasca, IL office. The objective of this project is to complete a signal optimization study on Lewis Ave. from Sunset Ave. to IL 173 (10 signalized intersections)

### **WORK ORDER TASKS**

#### Data Collection

A majority of the field data collection for various corridors will have been accomplished in the Synchro modeling portion of the 2012 contract. SSE will collect turning movement counts at each intersection using manual count boards or Miovision™ cameras. A before travel time study will be completed for all three peak periods for comparison to after study conditions. 24-hour system detector counts will be compiled over 7 consecutive days for use in developing a cost benefit ratio and emissions data.

#### Data Analysis

The Synchro networks for the various corridors will be pulled from the countywide Synchro model and combined with count data from the data collection task of each work order. The Synchro networks will be analyzed to develop optimized coordination plans for all three peak periods.

#### Implementation

Time of day steps will be developed for the corridor based on analysis of the traffic counts as well as field observations. The 3 coordination plans developed in the data analysis portion of the study will be submitted to LCDOT prior to implementation for review and comment. After review, SSE will download via Centracs to field controllers. SSE personnel will be in the field observing the corridors as the database downloads occur. Adjustments will be made in the field over several observation periods to maximize operating efficiency. After field adjustments are made to the TOD timing plans, SSE will implement Traffic Responsive Plans on the corridors.

#### Evaluation

After implementation on new coordination plans on a corridor, a second travel time survey will be completed. This along with system detector data collected will be used to determine emission and fuel consumption reductions, a cost benefit ratio, and other measures of effectiveness, based on formulas from the Texas Transportation Institutes' 2012 Urban Mobility Study. This summary of MOE's along with traffic count data and Synchro analysis will be compiled into an electronic

final report in Adobe PDF format.

### QA/QC

An established Quality Assurance / Quality Control process used on past LCDOT SCAT work orders will be used on this contract. QA/QC checks during each task of the optimization study will insure an efficient and accurate study end-product.

### **LIST OF DELIVERABLES**

The following work products and/or reports will be provided to LCDOT at various stages during this contract.

1. Progress reports will be emailed to County staff once a month for the entire length of the contract, updating the status of various tasks on various corridors that may be under study at any one point in time
2. For each work order the end-product will be a printed final report binder with CD's containing all electronic files. The final report will contain:
  - a. Summary Report, including system description, analysis, methodology, MOE comparison results, cost benefit savings, change in fuel consumption, and special recommendations or observations.
  - b. Synchro analyses for each intersection and count period.
  - c. Synchro Time Space Diagrams for the Corridor
  - d. Summary of turning movement traffic counts used in the Synchro Analysis
  - e. Before and after speed and delay runs.
  - f. 7-day System Detector Counts

**PAYROLL ESCALATION TABLE  
FIXED RAISES  
COST PLUS FIXED FEE**

FIRM NAME Sam Schwartz Engineering  
PRIME/SUPPLEMENT Prime

DATE 05/09/17  
PTB NO. \_\_\_\_\_

CONTRACT TERM 12 MONTHS  
START DATE 5/26/2017  
RAISE DATE 7/1/2017

OVERHEAD RATE 135.90%  
COMPLEXITY FACTOR \_\_\_\_\_  
% OF RAISE 3.00%

**ESCALATION PER YEAR**

5/26/2017 - 7/1/2017

7/2/2017 - 6/1/2018

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1  
12

11  
12

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= 8.33%  
= 1.0275

94.42%

2.75%

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







## AVERAGE HOURLY PROJECT RATES

FIRM Sam Schwartz Engineering  
 PSB \_\_\_\_\_  
 PRIME/SUPPLEMENT Prime

DATE 05/09/17

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Data Collection			Data Analysis			Implementation			Evaluation			QA/QC		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal / Project Dir	70.00	76	25.00%	17.50	2	2.63%	1.84	6	11.54%	8.08	32	36.36%	25.45	12	18.75%	13.13	24	100.00%	70.00
Senior Engineer / PM	41.01	132	43.42%	17.81	18	23.68%	9.71	30	57.69%	23.66	56	63.64%	26.10	28	43.75%	17.94			
Engineer	32.60	40	13.16%	4.29				16	30.77%	10.03				24	37.50%	12.23			
Technician	20.55	56	18.42%	3.79	56	73.68%	15.14												
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<b>TOTALS</b>		304	100%	\$43.38	76	100.00%	\$26.70	52	100%	\$41.77	88	100%	\$51.55	64	100%	\$43.29	24	100%	\$70.00