


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 IMS Infrastructure Management Services
Township				Address 1895-D Rohlwing Road
County Lake County – Division of Transportation		<b>Preliminary Engineering Services Agreement For Non-Motor Fuel Tax Funds</b>		City Rolling Meadows
Section 09-00219-00-ES				State Illinois

THIS AGREEMENT is made and entered into this 11<sup>th</sup> day of **AUGUST, 2009** between the above Local Agency (LA) and the Consultant (ENGINEER) and covers certain professional engineering services in connection with the County of Lake Pavement Management Program, which is an annual study to enable the County to more nearly optimize the return on investment of pavement maintenance funds. 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 "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

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### Agreement Provisions

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#### 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 improvement hereinbefore described, and checked below:
  - a.  To perform testing of roads in the fall of 2009 as itemized below for approximately 200 lane miles of roads (25% of the approximate 800 lane miles under County jurisdiction) designated by the Public Agency in compliance with department policy of the Illinois Department of Transportation. The following operations are necessary to update the computer database contained in the County Pavement Management System:
    - (1.) Laser Road Surface Testing (RST) generated pavement inventory
    - (2.) Environmental study
    - (3.) RST surface condition survey
    - (4.) Dynamic deflection testing
    - (5.) GIS linkage
2. That all data and test results furnished by the ENGINEER, pursuant to this AGREEMENT, will be in accordance with current standard specifications and policies of the LA of the DEPARTMENT. It is being understood that all such data and test results shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
3. To provide 12 months of software maintenance effective from **November 30, 2009** to **November 30, 2010**.
4. To attend conferences at any reasonable time when requested to do so by representatives of the LA or the DEPARTMENT.
5. In the event data or test results are found to be in error, the ENGINEER agrees that he will perform corrections 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 LA.
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.
7. The ENGINEER shall update and modify as necessary the linkage between the pavement management programs and databases and the LA's ArcView maps to insure the updated field data and other information is accessible with ArcView programs and maps and the LA's pavement management software program. The consultant shall make all necessary

changes to the LA's electronic map which may include the creation of new map segments/arcs or the concatenation of map segments/arcs within the existing map. In the event that new roads have been added by the LA and have been added to the LA's electronic map, the ENGINEER shall create a linkage where pavement management field data is available. The ENGINEER shall not be required to add new road segments or arcs to the map, all new road segments or arcs shall be provided by the LA.

8. To furnish resulting test data, properly compiled, on compact disc.
9. Complete items 1a, 7, and 8 to the satisfaction of the LA and DEPARTMENT by **December 15, 2009** for the fall 2009 testing. Fall testing may not be started until **September 15, 2009**.

**The LA Agrees,**

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 3, and 7 in accordance with the following unit price schedule:

Continuous laser RST Surface Condition survey, inventory, environmental survey with output in increments of 10 sections per lane mile at the unit price of \$140.00 per lane mile.

Dynamic deflection testing at the rate of 10 tests per lane mile at the unit price of \$10.50 per test.

To provide 12 months of software maintenance at a total cost of \$2,400.00, effective from **November 30, 2009** to **November 30, 2010**.

GIS linkage – review and adjustments at the unit price of \$1.75 per test section.

**The Total Not-to-Exceed Contract Amount shall be \$60,000.00.**

2. To pay for any additional services at actual cost of performing such work plus 130 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.

"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.

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 except that payment for paragraph 3 of THE ENGINEER AGREES will be as soon as practicable.

The frequency of partial payments shall not exceed one per month.

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, 3, and 7 and prior to the completion of such services, the LA shall reimburse the ENGINEER for the percentage of the work completed up to the time he is notified in writing of such abandonment.

5. That, should the LA require changes, except for those required pursuant to paragraph 5 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 130 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 complete and adequate tests and data.

6. To provide the following:
  - a. Project limits and road map for performing the various data collection operations.
  - b. A safety vehicle, when requested, to provide protection for the Dynaflect testing operation on heavily traveled roads

roads or those in hilly terrain.

**It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning the 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 data previously collected, 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 paragraph 4 of THE LA AGREES.
3. That the ENGINEER warrants that he 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 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  
(Seal)

By  
Title Chairman of the County Board

RECOMMENDED FOR EXECUTION

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

Executed by the ENGINEER:

IMS Infrastructure Management Services  
Engineering Firm  
1895-D Rohlwing Road  
Street Address  
Rolling Meadows, Illinois  
City, State

ATTEST:

By David E. Butler  
Title Technical Services Manager

By Alan Sadowsky  
Title Principal

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