

**AGREEMENT #90010 FOR NON-MOTORIZED TRAVEL STUDY CONSULTING
SERVICES
For LAKE COUNTY**

This AGREEMENT is entered into by and between Lake County (hereinafter "County") and CH2M HILL, INC. 8501 W. Higgins Suite 300 Chicago IL 60631 (hereinafter "Consultant").

RECITALS

WHEREAS, Lake County is seeking a Consultant to assess the existing level of accommodations for non-motorized travel on County Highways and recommend the policies that will determine the level of routine accommodations that should be provided on future County Highway projects and develop a "Non-Motorized Travel Study"; and

WHEREAS, Lake County issued a Request for Proposal Number (RFP) 90010 in connection with this procurement; and

WHEREAS, the has the professional expertise and credentials to provide these Services and has agreed to assume responsibility for this Agreement; and

WHEREAS, the Lake county Board has passed a resolution at its regular meeting on June 16, 2009 authorizing the Purchasing Agent to execute this Agreement;

NOW, THEREFORE, Lake County and the Consultant AGREE AS FOLLOWS:

SECTION 1. AGREEMENT DOCUMENTS

The AGREEMENT Documents that constitute the entire agreement between the County and the Consultant are:

- A. This Agreement and all exhibits thereto; and
- B. RFP Number 90010 dated January 22, 2009 and all Addendums; and
- C. The Consultant's response to RFP Number 90010, dated February 12, 2009.
- D. Exhibit A - Revised Scope of Work, dated May 27, 2009.
- E. Exhibit B - 50 ILCS 505 Illinois Local Government Prompt Payment Act

In the event of conflict among the above documents, the documents listed above are in the order of precedence.

SECTION 2. SCOPE OF SERVICES

The Consultant shall provide the Scope of Services as outlined in Exhibit A.

SECTION 3. DURATION

This Agreement shall be effective upon execution, and shall remain in effect for a 12-month time period.

SECTION 4. INDEMNIFICATION

The Consultant agrees to indemnify, save harmless and defend the County, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, asserted by third parties for bodily injury, or any death at any time resulting from such injury, or any damage to property, the proportionate extent caused by Consultant's negligent acts in connection with the services covered by this Agreement. The foregoing indemnity shall apply except if such injury, death or damage is

caused directly by the willful and wanton conduct of the County, its agents, servants, or employees or any other person indemnified hereunder.

SECTION 5. INSURANCE

The Consultant must obtain, for the Agreement term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois and provide the County with evidence of insurance. Insurance in the following types and amounts is necessary:

- ❑ **Worker's Compensation Insurance** covering all liability of the Consultant arising under the Worker's Compensation Act and Worker's Occupational Disease Act limits of liability not less than statutory requirements.
- ❑ **Comprehensive General Liability** in a broad form, to include, but not be limited to, coverage for the following where exposure exists: Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury and Contractual Liability, limits of liability not less than:
 - General Aggregate Limit** \$ 2,000,000
 - Each Occurrence Limit** \$ 1,000,000
- ❑ **Professional Liability** to include, but not be limited to, coverage for Errors and Omissions to respond to claims for loss therefrom.
 - General Aggregate Limit** \$ 2,000,000
 - Each Occurrence Limit** \$ 1,000,000
- ❑ **Comprehensive Automobile Liability** to include, Bodily Injury, Property Damage:
 - General Aggregate limit** \$ 2,000,000
 - Each Occurrence Limit** \$ 1,000,000

Consultant agrees that with respect to the general liability and automobile liability insurance, Lake County shall be:

- named as additional insured by **endorsement** as their interest may appear on its Comprehensive General Liability and Automobile Liability policies;
- provided with thirty (30) days notice, in writing, of cancellation or material change;
- provided with Certificates of Insurance evidencing the above-required insurance, prior to commencement of this Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration of cancellation of any such policies. Forward Notices and Certificates of Insurance to: Lake County Purchasing Division, 18 N. County St, Waukegan, IL 60085-4350.

SECTION 6. AGREEMENT PRICE

The County will pay to the Consultant an amount not to exceed \$174,216.21, including travel, telephone charges, office chargers in accordance with the specifications and project scope.

SECTION 7. INVOICES & PAYMENT

The Consultant shall submit monthly invoices detailing the services performed in accordance with the payment provisions of this Agreement. The Consultant shall submit monthly invoices detailing time to deliverables to include the deliverables initiated or produced, a narrative of work provided and level of effort breakdown of hours worked. Payments shall be made in accordance with Exhibit B 50 ILCS 505/ Local Government Prompt Payment Act.

SECTION 8. OWNERSHIP OF ITEMS PRODUCED

All writings, programs, data, public records or other materials (including, but not limited to, the work described in Consultant's Proposal) prepared by the Consultant and/or its consultants or subcontractors, in connection with performance of this Agreement shall be the property of the County, subject to the right of the Consultant to copyright in its name any and all materials

generated. Provided further, the County has the perpetual right to make copies of and use for its own purposes, but not to sell or transfer to a third party, said materials without the payment of any royalties or other fees to the Consultant, other than the fees the County is obligated to pay Consultant under this Agreement. Notwithstanding anything contained in this section the agreement is subject to the Illinois Freedom of Information Act.

SECTION 9. TERMINATION

The County reserves the right to terminate this Agreement, or any part of this Agreement, upon thirty (30) days written notice. In case of such termination for, the Consultant shall be entitled to receive payment from the County for work completed to date in accordance with the terms and conditions of this Agreement.

SECTION 10. OWNER'S REPRESENTATIVE

The County shall designate a representative authorized to act on the County's behalf with respect to the Project. The County or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

SECTION 11. JURISDICTION, VENUE, CHOICE OF LAW

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court, State of Illinois.

SECTION 12. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor and no employee or agent of the Consultant shall be deemed for any reason to be an employee or agent of the County.

SECTION 13. WARRANTS

The Consultant represents and warrants to the County that none of the work included in this contract will in any way infringe upon the property rights of others. The Consultant shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the County harmless from loss on account thereof.

SECTION 14. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS

Except as otherwise provided herein, this Agreement shall not be assigned or altered without the express written consent of both parties. This Agreement supersedes any and all other agreements, oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

SECTION 15. NOTICES AND COMMUNICATIONS

All notices and communications which may be given by the Consultant to Lake County relative to this Agreement shall be addressed to: Lake County Purchasing Division, 18 North County Street, Waukegan, Illinois 60085-4350; Attention: Gary L. Reis, Purchasing Agent.

SECTION 16. DISPUTE RESOLUTION

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 9 of the Lake County Purchasing Ordinance.

SECTION 17. NO IMPLIED WAIVERS

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time

thereafter. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

SECTION 18. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

SECTION 19. DELIVERABLES

Task 1. Project Kickoff / Team Chartering

- Establish membership of Stakeholder Group and Technical Advisory Group
- Steering Committee and Technical Advisory Group workshop presentation materials
- Meeting summaries

Task 2. Develop Data Collection Plan and Execute Data Collection

- Data Collection Plan
- Project GIS Database layers (tested and operational)
- Synthesis memo of other counties' and communities' practices and policies, and synthesis/ review of core technical guidance documents

Task 3. Identify Policy Needs and Desires / Prepare Draft Documents

- Steering Committee and Technical Advisory Group workshop presentation materials
- Meeting summaries
- Draft *Complete Streets Policy Report* for Lake County
- Draft *System Gaps Analysis* document for Lake County

Task 4. Present Recommended Policy Guidelines / Finalize Documents

- Steering Committee and Technical Advisory Group workshop presentation materials
- Meeting summaries
- Final *Complete Streets Policy Report* for Lake County
- Final *System Gaps Analysis* document for Lake County

Task 5. Project Management/Administration

- QA/QC
- Project monitoring/monthly progress reports

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Lake County:

CH2M HILL INC.:

Gary L. Reis
Purchasing Agent

Lidia Pilecky
Principal-In-Charge

Date _____

Date _____

"EXHIBIT A"

Lake County Non-Motorized Travel Study
Sec #09-00000-09-ES
Scope of Work
May 27, 2009

Introduction

This document presents the proposed work components for the "Lake County Non-Motorized Travel Study". This study involves assessing the existing level of accommodations for non-motorized travel on the County's roadways (those owned and maintained by Lake County); and to develop guidelines or policies for integrating Complete Streets principles into decision-making related to improvements along county maintained roadways. The focus of this study will be to: (1) update the County GIS database to include data related to identifying current and needed future non-motorized accommodations on the County roadway system; (2) develop proposed policies regarding when and where to accommodate non-motorized modes along County roads, as well as funding/cost issues related to construction and maintenance of non-motorized accommodations; and (3) develop a list of potential near-term projects for addressing minor gaps in bike/pedestrian accommodations along the County highway system.

The duration for the study is anticipated to be 12 months following contract execution and authorization to proceed. In accordance with the funding for this study, the project shall be completed by June 2010.

Scope of Services

Task 1 -Project Kickoff/Team Chartering

1.1 Organize Project Working Groups

CH2M HILL, INC. (CH2M HILL) will organize and facilitate coordination with two working groups to be engaged throughout the project: an internal group comprised of departments within the Lake County Division of Transportation (LCDOT); and an external group comprised of transportation service providers, advocacy groups, and other entities.

- **LCDOT Steering Committee.** A Steering Committee made up of departments within LCDOT will be established to provide data and information, offer their Department's perspectives on the implications of suggested actions or change in policies, and help craft and review the technical content of the guidance and policies. This group will be made up of the departments within the DOT.
- **Technical Advisory Group.** The Technical Advisory Group that will consist of representatives of various interest groups and organizations. Membership will be developed in consultation with LCDOT. This group will be asked to furnish data and information, provide insights on issues involved with the content or implementation of guidance materials or policies, and represent viewpoints of their agencies or constituencies.

"EXHIBIT A"

Meetings will be held with these two working groups at the beginning of the study and two other times, scheduled around key project milestones and decisions. CH2M HILL will schedule, facilitate, and prepare needed materials for the meetings. It is assumed that all meetings will be held at Lake County DOT offices.

1.2 Conduct First Set of Meetings/Charter Participants

As part of this Task, committee memberships will be established, and kickoff meetings held to introduce the study, present the project approach and schedule, outline roles and responsibilities of all parties, and brainstorm about desired information and possible sources of information.

CH2M HILL will submit a draft presentation materials as well as meeting summaries to LCDOT for review and comment. Recommended changes will be incorporated into the final presentation materials and meeting summaries. Draft and final submittals will be submitted electronically for review. It is assumed that presentations would be developed utilizing Powerpoint; and that approximately three 24 x 36 (or similar size) presentation boards would be prepared for display purposes.

Deliverables:

- Steering Committee Workshop presentation materials
- Technical Advisory Group Workshop presentation materials
- Meeting summaries

Task 2 — Develop Data Collection Plan and Execute Data Collection

2.1 GIS Data Collection Plan

CH2M HILL will develop a plan to identify, capture, and prepare the necessary data for integration into the County's GIS. Information of interest relates to potential demand for non-motorized transportation, or resources and facilities providing for non-motorized transportation.

CH2M HILL has received a list of data layers in the County's GIS database to ascertain what information is readily available. CH2M HILL will review the feature level metadata that describes the attributes of the layers contained in the County's database, including information contained in these data sets. CH2M HILL will then coordinate with LCDOT project manager to determine additional data to be collected, and appropriate methods for collecting new data, considering data collection cost, quality of data, and sustainability (long-term updating of data). *For budgeting purposes, it is assumed that most of the desired data exists in digital formats that are easily incorporated into the GIS.* CH2M HILL will recommend what additional data should be collected, how it should be collected (for example, field review versus review of aerial photography), and how it will be confirmed and coded. General categories of data to be considered include:

- An inventory of County highways to determine location of non-motorized transportation facilities (sidewalks, pedestrian signals)
- An inventory of transit facilities and routes along County highways
- An inventory of non-motorized land use and other generators not already within the County's database
- An inventory of facility ownership
- An inventory of ADA compliance for existing facilities
- Other data, as appropriate (safety data, roadway data, on-street parking, signage)

"EXHIBIT A"

Data collection goals, approaches, tools, and techniques will be documented in a Data Collection Plan. The plan will address issues such as compilation of data in consistent formats supporting the project data model, efficient and repeatable data collection procedures, appropriate data collection equipment, and effective quality control. The plan will include a geographic organization of collection activities; safety procedures/considerations with respect to field data gathering; as well as identification of data collection staff and equipment, communication procedures, processes for accessible assets, processes for inaccessible assets, data formats; submission procedures to accurately incorporate data into the central database; and quality control (QC) review requirements.

The need for agency coordination to ensure safe and authorized entry will be discussed and documented. Technical information such as data deliverable formats, required coordinate system for spatial data, metadata standards, and database design standards (such as naming conventions, for example) will be documented in the Data Collection Plan. It is assumed that GIS data will be delivered as an ESRI file geodatabase or similar.

CH2M HILL will submit a draft Database Data Collection Plan to LCDOT for review and comment. Recommended changes will be incorporated into the final document. It is assumed that draft and final submittals will be via electronic means.

Deliverables:

- *Data Collection Plan*

2.2 Collect Data for Input to GIS

CH2M HILL staff will obtain the data per the established plan, incorporate it into the GIS database, and perform appropriate quality reviews.

Data will be compiled from existing and available sources. CH2M HILL will send requests to agencies for existing relevant digital data. Data will be obtained in GIS or other digital formats to the extent possible to reduce the amount of digitization. The data will be imported to the project's central database using appropriate extract, translate, and loading procedures to convert to the appropriate format and spatial reference.

It is assumed that limited field verification will be required for the approximate 300 miles of County roads, 200 signalized intersections, and 48 miles of County-maintained bike paths. *For budgeting purposes, a total of 8 days for a 2 person field crew are assumed.* In the case where field verification is required, CH2M HILL will prepare templates for data collection, highlighting the data elements to confirm and collect in the field. The templates will ensure data is captured in a consistent format and required data types. CH2M HILL will perform queries and visual analyses to ensure completeness and consistency in the data and compliance with the data collection plan requirements.

Documentation of the database will be developed and will include detailed information for each data layer (for example, data description, source data, description of modifications made by the project (if any), and project coordinate system and units). This will be provided along with the GIS database on CD at the end of the project.

Deliverables:

- Project GIS database layers (tested and operational)

"EXHIBIT A"

2.3 Review of Other County or Community Policies / Review of Technical Guidance Documents

CH2M HILL will research other nearby counties' policies relating to Complete Streets and any other related bicycle and pedestrian policies. CH2M HILL will contact Cook, DuPage, Kane, McHenry, and Will Counties in Illinois, and Kenosha County in Wisconsin, as well as representative municipalities (such as the City of Chicago and the City of Evanston, for example) to review their multi-modal or Complete Streets policies. CH2M HILL will also contact Illinois DOT, who is currently advancing the development of a Procedural Memorandum pertaining to Complete Streets implementation.

As a complement to the review of local practices and policies, CH2M HILL will research and provide additional background on what other communities in other parts of the country are doing with respect to Complete Streets policies and guidance. This effort will be accomplished through conference calls, Microsoft LiveMeetings, and videoconferencing, as appropriate. One outcome of this effort will be a comprehensive list of potential policies for review and consideration by Lake County.

Also as part of this task, CH2M HILL will identify current core reference documents, and technical guidance to serve in the development of Complete Streets design guidelines. For example, the Institute of Transportation Engineers has recently published Complete Streets guidance, and AASHTO is in the process of revising its design guide for pedestrians and bicycles. Other documents will be reviewed, as applicable.

CH2M HILL will synthesize and summarize these various policies in a memo. A draft memo will be submitted to LCDOT for their review and comment. Revisions to reflect review comments will be executed, and the final memo will be submitted. It is assumed that the submittals will be electronic.

Deliverables:

- Synthesis memo of other counties' and communities' practices and policies, and synthesis/review of core technical guidance documents

Task 3 — Identify Policy Needs and Desires / Prepare Draft Documents

3.1 Conduct Second Set of Meetings

CH2M HILL will engage both the LCDOT Steering Committee and Technical Advisory Group in the second set of meetings to discuss specific policy guidance needs and desires. Current County standards will be presented and discussed. The array of potential policies from research undertaken in previous tasks will be presented. It is anticipated that a number of policy issues and questions will arise from Steering Committee as well as the Advisory Group. CH2M HILL will assist the County in "vetting" questions and issues to help identify viable and implementable policies. Data collected during the previous task can be used to not only support policy development, but also assess the extent to which County facilities comply with proposed policies.

Information will be first presented to the LCDOT Steering Committee for discussion. Following feedback received from the LCDOT Steering Committee, revisions will be made prior to presentation of information to the Technical Advisory Group.

"EXHIBIT A"

CH2M HILL will submit a draft presentation materials as well as meeting summaries to LCDOT for review and comment. Recommended changes will be incorporated into the final presentation materials and meeting summaries. Draft and final submittals will be submitted electronically for review. It is assumed that presentations would be developed utilizing Powerpoint; and that approximately three 24 x 36 (or similar size) presentation boards would be prepared for display purposes.

Deliverables:

- Steering Committee Workshop presentation materials
- Technical Advisory Group Workshop presentation materials
- Meeting summaries

3.2 Synthesize Information on Policies/Prepare Draft Documents

CH2M HILL will summarize draft policies for consideration by the County and assemble a *Draft Complete Streets Policy Report* which will focus on conceptual systems planning, funding, and policy issues for accommodating bicyclists and pedestrians on County roads in Lake County.

CH2M HILL will also analyze the gaps in the County's bicycle/pedestrian path system and identify locations where improvements could be made to improve nonmotorized connections to employment, activity centers, and recreational facilities. The framework for improving bicycle and pedestrian mobility in the study area will use the existing and planned bicycle/pedestrian system as a starting point. The focus of this analysis will be on areas where the County can fill gaps in bicycle trail and pedestrian paths that would provide better connections to transit stations, transportation centers, park and ride facilities, community activity centers, regional trail systems, and employment areas. Analysis findings will be summarized in a separate *System Gaps Analysis* document.

A draft of the documents will be submitted to LCDOT for their review and comment. Two review iterations are included in this scope. Revisions to reflect review comments will be made, and the final draft documents will be submitted. It is assumed that review submittals will be electronic and the final draft document submittals will be both electronic and paper (10 copies will be provided).

Deliverables:

- Draft *Complete Streets Policy Report* for Lake County
- Draft *System Gaps Analysis* document for Lake County

Task 4 – Present Recommended Policy Guidelines / Finalize Documents

4.1 Conduct Third Set of Meetings

Draft policies will be presented at the third (and final) set of LCDOT Steering Committee and Technical Advisory Group meetings. As part of this task, CH2M HILL will present qualitative and quantitative feasibility and implementation issues associated with the policies. Examples of issues that will likely be included are: long-term capital cost of implementation; right-of-way implications; and system-wide safety implications.

Input to the draft policies will be obtained from both working groups for consideration in finalizing the guidelines. Information will be first presented to the LCDOT Steering Committee for discussion. Following feedback received from the LCDOT Steering Committee, revisions will be made prior to presentation of information to the Technical Advisory Group.

"EXHIBIT A"

CH2M HILL will submit a draft presentation materials as well as meeting summaries to LCDOT for review and comment. Recommended changes will be incorporated into the final presentation materials and meeting summaries. Draft and final submittals will be submitted electronically for review. It is assumed that presentations would be developed utilizing Powerpoint; and that approximately three 24 x 36 (or similar size) presentation boards would be prepared for display purposes.

Deliverables:

- Steering Committee Workshop presentation materials
- Technical Advisory Group Workshop presentation materials
- Meeting summaries

4.2 Finalize Policy Development Guidelines

Based on comments from both Steering Committee and Technical Advisory Group, and in consultation with the County, CH2M HILL will finalize the policy documents for LCDOT staff's presentation of the study to its Transportation Committee. We expect that some technical questions may emerge following LCDOT staff's presentation of the Policies and Guidelines to its Transportation Committee. This task provides support to County staff to answer questions, clarify recommendations, or make revisions to documents.

A draft of the documents will be submitted to LCDOT for their review and comment. Two review iterations are included in this scope. Revisions to reflect review comments will be made, and the final documents will be submitted. It is assumed that review submittals will be electronic and the final document submittals will be both electronic and paper (10 copies will be provided).

Deliverables:

- Final *Complete Streets Policy Report* for Lake County
- Final *System Gaps Analysis* document for Lake County

Task 5 – Project Management/Administration

5.1 Project Monitoring and Progress Reports

CH2M HILL will prepare monthly invoice and progress reports identifying activities during the reporting period, planned activities for the next period, problems encountered, and overall status. Microsoft Project will be used for monthly progress reports.

5.2 QA/QC

CH2M HILL will maintain internal quality assurance and quality control measures to apply to project performance. All work will be subject to QA/QC review.

5.2 Project Close-Out

CH2M HILL will compile the project record and forward relevant material to LCDOT. Additionally, CH2M HILL will prepare a final invoice.

Deliverables:

- Monthly progress reports

EXHIBIT B-LOCAL GOVERNMENT
(50 ILCS 505/) Local Government Prompt Payment Act.

(50 ILCS 505/1) (from Ch. 85, par. 5601)

Sec. 1. This Act shall be known and may be cited as the "Local Government Prompt Payment Act".
(Source: P.A. 84-731.)

(50 ILCS 505/2) (from Ch. 85, par. 5602)

Sec. 2. This Act shall apply to every county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other local governmental units. It shall not apply to the State or any office, officer, department, division, bureau, board, commission, university or similar agency of the State, except as provided in Section 7.
(Source: P.A. 85-1159.)

(50 ILCS 505/3) (from Ch. 85, par. 5603)

Sec. 3. The appropriate local governmental official or agency receiving goods or services must approve or disapprove a bill from a vendor or contractor for goods or services furnished the local governmental agency within 30 days after the receipt of such bill or within 30 days after the date on which the goods or services were received, whichever is later. If one or more items on a construction related bill or invoice are disapproved, but not the entire bill or invoice, then the portion that is not disapproved shall be paid. When safety or quality assurance testing of goods by the local governmental agency is necessary before the approval or disapproval of a bill and such testing cannot be completed within 30 days after receipt of the goods, approval or disapproval of the bill must be made immediately upon completion of the testing or within 60 days after receipt of the goods, whichever occurs first. Written notice shall be mailed to the vendor or contractor immediately if a bill is disapproved.
(Source: P.A. 94-972, eff. 7-1-07.)

(50 ILCS 505/4) (from Ch. 85, par. 5604)

Sec. 4. Any bill approved for payment pursuant to Section 3 shall be paid within 30 days after the date of approval. If payment is not made within such 30 day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each month or fraction thereof after the expiration of such 30 day period, until final payment is made.
(Source: P.A. 84-731.)

(50 ILCS 505/5) (from Ch. 85, par. 5605)

Sec. 5. If the local governmental official or agency whose approval is required for any bill fails to approve or disapprove that bill within the period provided for approval by Section 3, the penalty for late payment of that bill shall be computed from the date 60 days after the receipt of that bill or the date 60 days after the goods or services are received, whichever is later.
(Source: P.A. 84-731.)

(50 ILCS 505/6) (from Ch. 85, par. 5606)

Sec. 6. The time periods specified in Sections 3, 4 and 5, as they pertain to particular goods or services, are superseded by any greater time periods as agreed to by the local government agency and the particular vendor or contractor.

(Source: P.A. 87-773.)

(50 ILCS 505/7) (from Ch. 85, par. 5607)

Sec. 7. If the funds from which the local governmental official or agency is to pay for goods or services are funds appropriated or controlled by the State, then the local governmental official or agency may certify to the State Treasurer, Comptroller and State agency responsible for administering such funds that a specified amount is anticipated to be necessary within 45 days after certification to pay for specified goods or services and that such amount is not currently available to the local governmental official or agency. The State Treasurer, Comptroller and State agency shall then expedite distribution of funds to the local governmental unit to make such payments. The certification shall be mailed on the date of certification by certified U. S. mail, return receipt requested. Any interest penalty incurred by the local governmental unit under Section 3 or 4 because of the failure of funds to be distributed from the State to the local governmental unit within the 45 day period shall be reimbursed by the State to the local governmental unit as an amount in addition to the funds to be otherwise distributed from the State.

(Source: P.A. 85-1159.)

(50 ILCS 505/9) (from Ch. 85, par. 5609)

Sec. 9. Payments to subcontractors and material suppliers; failure to make timely payments; additional amount due. When a contractor receives any payment, the contractor shall pay each subcontractor and material supplier in proportion to the work completed by each subcontractor and material supplier their application less any retention. If the contractor receives less than the full payment due under the public construction contract, the contractor shall be obligated to disburse on a pro rata basis those funds received, with the contractor, subcontractors and material suppliers each receiving a prorated portion based on the amount of payment. All interest payments received pursuant to Section 4 also shall be disbursed to subcontractors and material suppliers to whom payment has been delayed, on a pro rata basis. When, however, the public owner does not release the full payment due under the contract because there are specific areas of work or materials the contractor is rejecting or because the contractor has otherwise determined such areas are not suitable for payment, then those specific subcontractors or suppliers involved shall not be paid for that portion of the work rejected or deemed not suitable for payment and all other subcontractors and suppliers shall be paid in full.

If the contractor, without reasonable cause, fails to make any payment to his subcontractors and material suppliers within 15 days after receipt of payment under the public construction contract, the contractor shall pay to his

subcontractors and material suppliers, in addition to the payment due them, interest in the amount of 2% per month, calculated from the expiration of the 15-day period until fully paid. This Section shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain.

(Source: P.A. 94-972, eff. 7-1-07.)

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME
PRIME/SUPPLEMENT

CH2M HILL
Prime Agreement

DATE 05/14/09
PTB NO.

CONTRACT TERM
START DATE
RAISE DATE

12 MONTHS
7/1/2009
1/1/2010

OVERHEAD RATE 140.70%
COMPLEXITY FACTOR
% OF RAISE 3.00%

ESCALATION PER YEAR

7/1/2009 - 1/1/2010	1/2/2010 - 7/1/2010		
6	6		
12	12		

= 50.00%
= 1.0150

The total escalation for this project would be:

1.50%

AVERAGE HOURLY PROJECT RATES

FIRM
PSB
CH2M HILL
PRIME/SUPPLEMENT Prime Agreement

DATE 05/14/09

SHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES																	
		Hours	% Part.	Wgtd Avg	Task 1 Hours	% Part.	Wgtd Avg	Task 2 Hours	% Part.	Wgtd Avg	Task 3 Hours	% Part.	Wgtd Avg	Task 4 Hours	% Part.	Wgtd Avg	Task 5 Hours	% Part.	Wgtd Avg
Senior Consultant	71.05	171	12.10%	8.60	18	17.31%	12.30	10	1.81%	1.29	112	20.51%	14.57	26	19.40%	13.79	5	6.49%	4.61
Senior Engineer	62.17	0																	
Engineer	49.29	142	10.05%	4.95	8	7.89%	3.79	120	21.74%	10.71	12	2.20%	1.08	2	1.49%	0.74			
Junior Engineer	36.23	312	22.08%	6.00				220	39.86%	14.44	92	16.85%	6.10						
Senior Planner	57.71	44	3.11%	1.80							40	7.33%	4.23						
Planner	45.95	406	28.73%	13.20	50	48.08%	22.09	104	18.84%	8.66	166	30.40%	13.97	58	43.28%	19.89	28	5.19%	3.00
Junior Planner	29.34	244	17.27%	5.07	22	21.15%	6.21	88	15.94%	4.68	98	17.95%	5.27	36	26.87%	7.88			16.71
Senior Technician	42.46	0																	
Technician	33.94	22	1.56%	0.53	6	5.77%	1.96	2	0.36%	0.12	10	1.83%	0.62	4	2.99%	1.01			
Office	25.57	72	5.10%	1.30				8	1.45%	0.37	16	2.93%	0.75	8	5.97%	1.53	40	51.95%	13.28
		0																	
		0																	
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TOTALS		1413	100%	\$43.45	104	100.00%	\$46.34	552	100%	\$40.27	546	100%	\$46.60	134	100%	\$44.83	77	100%	\$37.60

Lake County Complete Streets
 Sec. [REDACTED]
 CH2M HILL, Inc.
 14-May-09

EXPENSE	UNITS	COST PER UNIT(\$)	1		2		3		4		5		TOTAL QUANT.	TOTAL COST
			Organize Team/ Charter Participants QUANT.	COST	Data Collection QUANT.	COST	Identify Policy Needs/ Synthesize Policies QUANT.	COST	Present Policy Guidelines QUANT.	COST	Project Administration QUANT.	COST		
Travel-Auto	Day	45.00	0	0.00	10	450.00	0.00	0.00	0.00	0.00	0.00	0.00	10	450.00
Travel-Auto - mile	Mile	\$0.505	300	151.50	300	151.50	300	151.50	300	151.50	0	0.00	1,200	606.00
Tolls	Toll	\$0.75	20	15.00	60	45.00	20	15.00	20	15.00	0	0.00	120	90.00
Postage & Shipping	Units	1.00	40	40.00	0	0.00	40	40.00	40	40.00	12	12.00	132	132.00
Reproduction/Printing	Sheet	0.10	400	40.00	400	40.00	1,500	150.00	1,500	150.00	200	20.00	4,000	400.00
Reproduction/Printing (Color)	Sheet	1.00	200	200.00	200	200.00	200	200.00	200	200.00	0	0.00	800	800.00
Presentation Boards	Actual Cost		3	150.00	2	800.00	3	150.00	3	150.00	0	0.00	2	800.00
Specialized Equipment*	Actual Cost													
Total				\$556.50		\$1,856.50		\$706.50		\$706.50		\$32.00		\$3,783.00

* Purchase of GIS data

