



DRAFT

**Local Public Agency
Engineering Services Agreement**

Agreement For Agreement Type

Using Federal Funds? Yes No

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Lake County Division of Transportation	Lake	23-00059-14-SP	
Project Number	Contact Name	Phone Number	Email
	Satrugan Shrestha	(847) 377-7456	SShrestha@lakecountyil.gov

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Grass Lake Road	FAU 0174	29,000	049-3028 and 049-3061
Location Termini			<input type="button" value="Add Location"/>
State Park Road to Illinois Route 59			<input type="button" value="Remove Location"/>

Project Description

Grass Lake Road resurfacing from State Park Road to Illinois Route 59. The length of the improvement is approximately 29,000 ft. (5.49 miles) along Grass Lake Road. The improvements will generally consist of a 1.5" HMA surface removal and replacement with 1.5" HMA N50 Surface Course with Longitudinal Joint Sealant. Centerline and shoulder rumble strips will be installed as a part of this project. The existing through-lane width will be reduced from 12' to 11' to provide additional shoulder width for cyclists. The project will also provide spot drainage structure repairs as identified in the field, spot curb and gutter repairs, traffic signal improvements at State Park Road, and detector loop replacement at Illinois Route 59.

Engineering Funding MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Gewalt Hamilton Associates, Inc.	Michael Vasak, PE	(847) 821-6286	mvasak@gha-engineers.com
Address	City	State	Zip Code
625 Forest Edge Drive	Vernon Hills	IL	60061

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA 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.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

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

Regional Engineer Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation

Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- EXHIBIT ___ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- Exhibit E: Detailed Staff Hour Estimate _____
- Exhibit F: Anticipated Plan Sheets _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. 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 US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, 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 LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

(1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, 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 in all previous partial payments made to the ENGINEER.

(2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Percent

Lump Sum

Specific Rate

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US 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 US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US 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 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purport disbursement.

2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

3. This AGREEMENT may be terminated by the LPA 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 LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

- (a) abide by the terms of the statement; and
- (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (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.
- (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.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Gewalt Hamilton Associates, Inc.	36-426053	\$219,713.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$219,713.00
Total for all work		\$219,713.00

AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type Local Public Agency

Attest:

The **County** of **Lake**

By (Signature & Date)

By (Signature & Date)

Local Public Agency

Local Public Agency Type

Title

Lake

County

Clerk

Chair, Lake County Board

(SEAL)

Executed by the ENGINEER:

Prime Consultant Firm Name

Attest:

Gewalt Hamilton Associates, Inc.

By (Signature & Date)

By (Signature & Date)



Title

Title

PRESIDENT- COO

CEO

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

[Empty signature box]

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake County Division of Transport	Gewalt Hamilton Associates, Inc.	Lake	23-00059-14-SP

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Task 1 – Project Administration and Management

LCDOT Kick-off meeting: GHA will attend a kick-off meeting with LCDOT staff to discuss the Phase II design for the Grass Lake Road Safety Improvement t to determine milestone schedule, including project specific requirements, and overall project scope. It is understood that the LCDOT will require one (1) review.

Project Coordination: GHA will coordinate the improvements along Grass Lake Road with various other agencies, including Illinois Department of Transportation (IDOT), Village of Fox Lake, Antioch Township, and utility companies as necessary.

Task 2 – Data Collection and Topographic Survey

Data Collection: GHA will conduct field review with LCDOT staff to confirm the overall scope of the project as well as identifying the limits of improvements.

Topographic Survey: GHA will conduct the necessary topographic survey of the existing pavement markings, roadway centerline, existing guardrail, edge of shoulder, back of curb, and shoulder break within the project limits utilizing both Aerial Drone and Robotic Total Station. Existing utility structures, ditch grades, and vegetation will not be surveyed. GHA will locate existing LCDOT centerline monuments in the field. GHA will establish the alignment and ties for Grass Lake Road based on current LCDOT records. Horizontal coordinates shall be referenced to the State Plane Coordinate System, Illinois East Zone, NAD83 adjustment. Vertical elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD88). All units shall be U.S. Survey feet and decimal parts thereof.

Establish ROW: GHA will show the approximate existing right-of-way (ROW) based on Lake County GIS information. No plats to be created.

Incorporating Previous DGNs and GIS Information: GHA will incorporate any available Microstation plans from previous County projects along Grass Lake Road. The approximate location of existing drainage structures, storm sewer, and culverts will be shown based on GIS information provided by the County. Location of “dry” utilities such as telephone, electric, gas and cable T.V. lines, etc. will be depicted based on available utility atlas information from the respective utility companies.

Note: If additional information is required, GHA will provide the Client with a cost estimate for obtaining a full topographic survey or a full boundary survey to establish ROW.

All required survey will follow LCDOT design survey procedures.

Task 3 – Pre-Final Plans, Special Provisions, and Estimates (90%)

Pre-Final Plans: GHA will develop pre-final plans for the resurfacing of Grass Lake Road based on field survey, field inspections, GIS information, and the LCDOT scoping report for the proposed project. The following assumptions have been made per the LCDOT scoping report:

1. There will be no work on existing culverts or existing ditch regrading on this project.
2. There will be no shoulder widening along Grass Lake Road.
3. The proposed resurfacing will not include slope correction.
4. The existing vertical profile will remain. Therefore, the Proposed Improvement Plan will not need to show a profile view.
5. All existing guardrail within the project area will remain.

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- 6. No earth excavation on this project is anticipated. Therefore, an LPC-663 form will not be required.
- 7. No ADA Sidewalk Ramp Details will be required.
- 8. Maintenance of Traffic is anticipated to be performed via standard details for moving operations, day-time closures, and shoulder closures. No project-specific traffic control or suggested stages of construction will be required.
- 9. All work shall be within the existing ROW.
- 10. Traffic Signal Plans will be provided at State Park Road for the installation of Video Detection, replacement of Controller/Cabinet/UPS, and the removal of existing push buttons. Only Detector Loops will be replaced at Illinois Route 59.

Pre-Final Special Provisions: GHA will prepare the final contract special provisions booklet, GHA will include the IDOT Supplemental and Recurring Special Provision checklist, BDE Special Provision checklist, and project specific special provisions required for the contract.

Pre-Final Estimates: GHA will prepare pre-final estimates of cost and time based on the summary of quantities calculated for the pre-final plans.

Pre-Final Review: GHA will submit pre-final plans to the LCDOT, as determined in the kick-off meeting, to provide sufficient time for review and comment.

Task 4 – Final Plans, Special Provisions and Estimates (100%)

Final Plans: All comments received pertaining to the pre-final plans will be addressed and a disposition to comments will be provided and changes will be incorporated into the final engineering plans.

Final Special Provisions: All comments received pertaining to the pre-final special provisions will be addressed and a disposition to comments will be provided.

Final Quantity Calculations: The quantities will be updated based on changes made to the plans after the pre-final plan review.

Final Estimates: The final estimates of cost and time will be updated based on the revised quantities.

Task 5 – Permitting

Lake County Stormwater Management (LCSMC) Permitting: GHA will perform any necessary coordination with LCSMC. It is assumed that this project will have no fill within the flood plain, no wetland impacts. Therefore, the project should fall under the Watershed Development Ordinance (WDO) Countywide Permit Number 1. Wetland delineation will not be required.

IDOT Permitting: Resurfacing near Illinois Route 59 may impact detector loops for the IDOT owned traffic signal. A permit for this work would be required.

Task 6 – Quality Assurance / Quality Control

Pre-Final QA/QC Review: Prior to submission of pre-final plans to the LCDOT for review, GHA will perform an internal Quality Assurance / Quality Control review of the completed design. The review will be performed by a professional engineer independent of the design team. The review will consider constructability issues as well as identification of required pay items, quantities of work, and special provisions required.

Final QA/QC Review: Prior to submission of final plans to the LCDOT, GHA will perform a second QA/QC review of the plans and special provisions.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake County Division of Transport	Gewalt Hamilton Associates, Inc.	Lake	23-00059-14-SP

**EXHIBIT B
PROJECT SCHEDULE**

Project Kick Off Meeting Late November/Early December 2023	
Coordination and Data Collection	December 2023 - March 2024
• Utility Coordination	December 2023 - Ongoing
• Field Survey	December 2023 - January 2024 (Weather Dependant)
• Field Review with LCDOT Staff	March/April 2024 (Weather Dependant)
Pre-Final Plans (90%)	January 2024 - February 2024
• Pre-Final PS&E Submission	March 1, 2024
Final Plans (100%)	March 2024 - April 2024
• Final PS&E Submission	May 6, 2024
LCDOT Letting	June 11, 2024

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**Exhibit C
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
Project Criteria		Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input type="checkbox"/>



Local Public Agency Lake County Division of Transportation	County Lake	Section Number 23-00059-14-SP
Prime Consultant (Firm) Name Gewalt Hamilton Associates	Prepared By Michael Vasak	Date 10/6/2023
Consultant / Subconsultant Name 	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	10	MONTHS	OVERHEAD RATE	163.18%
START DATE	12/1/2023		COMPLEXITY FACTOR	0
RAISE DATE	5/1/2024		% OF RAISE	2.00%
END DATE	9/30/2024			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	12/1/2023	5/1/2024	5	50.00%
1	5/2/2024	10/1/2024	5	51.00%

The total escalation = 1.00%

Local Public Agency

Lake County Division of Transportation

County

Lake

Section Number

23-00059-14-SP

Consultant / Subconsultant Name

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	17	\$65.00	\$1,105.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)	4	\$20.00	\$80.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)	500	\$0.20	\$100.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$1,285.00

DLR 05514 (Rev. 02/09/23)

Local Public Agency

Lake County Division of Transportation

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23-00059-14-SP

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AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Administration and Management			Data Collection and Survey			Pre-Final Plans, Special Provisions and Estimates			Final Plans, Special Provisions and Estimates			Permitting		
		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	80.94	0.0																	
CE VI	81.81	34.0	2.06%	1.68	16	9.41%	7.70	8	2.75%	2.25	6	0.74%	0.61	4	1.63%	1.33			
CE V	74.24	4.0	0.24%	0.18													4	5.88%	4.37
CE IV	61.94	310.0	18.75%	11.62	56	32.94%	20.40	24	8.25%	5.11	138	17.12%	10.61	52	21.14%	13.09	24	35.29%	21.86
CE III	48.01	8.0	0.48%	0.23													8	11.76%	5.65
CE II	36.36	112.0	6.78%	2.46							88	10.92%	3.97	24	9.76%	3.55			
CE I	35.19	534.0	32.30%	11.37	64	37.65%	13.25	24	8.25%	2.90	336	41.69%	14.67	94	38.21%	13.45	16	23.53%	8.28
LS IV	56.19	4.0	0.24%	0.14				4	1.37%	0.77									
LS III	47.64	125.0	7.56%	3.60				125	42.96%	20.46									
LS II	39.39	0.0																	
LS I	31.31	0.0																	
GISP III	71.21	0.0																	
Environmental Consultant	33.33	8.0	0.48%	0.16													8	11.76%	3.92
ET V	70.28	56.0	3.39%	2.38															
ET IV	44.00	0.0																	
ET III	40.03	416.0	25.17%	10.07				106	36.43%	14.58	238	29.53%	11.82	72	29.27%	11.72			
ET II	33.39	0.0																	
ET I	24.69	0.0																	
ACCOUNTING III	63.63	0.0																	
ACCOUNTING I	30.94	0.0																	
AD I	28.28	42.0	2.54%	0.72	34	20.00%	5.66										8	11.76%	3.33
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		1653.0	100%	\$44.62	170.0	100.00%	\$47.01	291.0	100%	\$46.08	806.0	100%	\$41.67	246.0	100%	\$43.13	68.0	100%	\$47.40

	Principal	CE VI	CE V	CE IV	CE III	CE II	CE I	LS IV	LS III	LS II	LS I	GISP III	EC I	ET V	ET IV	ET III	ET II	ET I	AD I	ACC II	ACC I	Total Hours
I. Project Administration and Management																						
A. Meetings		4		8			8													2		22
B. Project Management		12		40			40													16		108
C. Utility Coordination as Necessary				8			16													16		40
I. Category Subtotal	0	16	0	56	0	0	64	0	0	0	0	0	0	0	0	0	0	0	34	0	0	170
II. Data Collection and Survey																						
A. Topographic Survey																						
Research									4													4
Control									27													27
Recon and Locate Alignment Monuments									9													9
Locate Improvements in Field using Drone									45													45
Locate Improvements in Field using Total Station									27													27
Draft Existing Conditions																				90		90
Analyze and Draw Alignment									9													9
QA/QC									4													4
Project Management								4														4
B. Site Visit with LCDOT Staff		8		8			8															24
C. Incorporate Existing DGNs and GIS Information				16			16													16		48
II. Category Subtotal	0	8	0	24	0	0	24	4	125	0	0	0	0	0	0	106	0	0	0	0	0	291
III. Pre-Final Plans, Special Provisions and Estimates																						
A. Pre-Final Plans, Special Provisions and Estimates																						
Cover Sheet, General Notes, and Standards				2			8															10
Summary of Quantities				8			8															16
Typical Setions				8			16															24
Schedule of Quantities				8			12															20
Alignment and Ties				2												16						18
Removal and Adjustment Plan				16			32									32						80
Proposed Improvement Plan				32		70	116									116						334
Traffic Control Plan						18	56															74
Traffic Signal Plan				12												16						28
Project Details and Standards				2			4									8						14
B. Pre-Final Special Provisions																						
Recurring and Supplemental Special Provisions				2																		2
BDE Special Provisions				2																		2
Project Specific Special Provisions		2		24			24															50
C. Pre-Final Schedule of Quantities				8			48									50						106
D. Pre-Final Estimate of Cost and Time				8			8															16
E. Pre-Final Review Meeting with LCDOT		4		4			4															12
III. Category Subtotal	0	6	0	138	0	88	336	0	0	0	0	0	0	0	0	238	0	0	0	0	0	806
IV. Final Plans, Special Provisions and Estimates																						
A. Final Plans, Special Provisions and Estimates																						
Cover Sheet, General Notes, and Standards							2															2
Summary of Quantities				2			4															6
Typical Setions				2												4						6

	Principal	CE VI	CE V	CE IV	CE III	CE II	CE I	LS IV	LS III	LS II	LS I	GISP III	EC I	ET V	ET IV	ET III	ET II	ET I	AD I	ACC II	ACC I	Total Hours	
Schedule of Quantities				4			12																16
Alignment and Ties																8							8
Removal and Adjustment Plan				4			8									8							20
Proposed Improvement Plan				12		12	12									16							52
Traffic Control Plan						12	12																24
Traffic Signal Plan				4												8							12
Project Details and Standards																4							4
B. Final Special Provisions																							
Recurring and Supplemental Special Provisions							2																2
BDE Special Provisions							2																2
Project Specific Special Provisions				8			8																16
C. Final Schedule of Quantities				8			24									24							56
D. Final Estimate of Cost and Time				4			4																8
E. Final Review Meeting with LCDOT		4		4			4																12
IV. Category Subtotal	0	4	0	52	0	24	94	0	0	0	0	0	0	0	0	72	0	0	0	0	0	0	246
V. Permitting																							
A. LCSMC Coordination			4	8	8								8									4	32
B. IDOT Permitting				16			16															4	36
V. Category Subtotal	0	0	4	24	8	0	16	0	0	0	0	0	8	0	0	0	0	0	0	0	0	8	68
VI. Quality Assurance / Quality Control																							
Pre-Final QA/QC Review				8										40									48
Final QA/QC Review				8										16									24
VI. Category Subtotal	0	0	0	16	0	0	0	0	0	0	0	0	0	56	0	0	0	0	0	0	0	0	72

