


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 Gewalt Hamilton Associates, Inc
Township				Address 625 Forest Edge Drive
County Lake County – Division of Transportation				City Vernon Hills
Section 17-00104-09-RS				State IL

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 Fairfield Road Resurfacing

Route Fairfield Road Length 1.61 Mi. 8,500 FT (Structure No. N/A )

Termini IL Route 134 to 1,450 feet north of Rollins Road

Description: 3.75" 2.25" HMA BINDER  
 Project includes milling (2.25") and resurfacing (0.75" Polymerized level binder, 1.5" HMA surface) of Fairfield Road from IL Route 134 to approximately 1,450 feet north of Rollins Road.

### 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:

Awarded Cost		Percentage Fees	
Under	\$50,000	_____	(see note)
		_____	%
		_____	%
		_____	%

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   \*   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. **\*See the CECs**

**The Total Not-to-Exceed Contract Amount shall be \$87,818.38**

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 \_\_\_\_ 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 \_\_\_\_ 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:

ATTEST:

By

Lake County

Clerk

(Seal)

County of Lake

(Municipality/Township/County)

of the

State of Illinois, acting by and through its

County Board

By

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:

ATTEST:

By

Title

Gewalt Hamilton Associates, Inc.

Engineering Firm

625 Forest Edge Drive

Street Address

Vernon Hills, IL 60061

City, State

By

Title

## EXHIBIT A – SCOPE OF SERVICES

### Phase II Design Engineering Services Lake County Division of Transportation Fairfield Road Resurfacing from IL Rte. 134 to Rollins Road Section No. 17-00104-09-RS

January 23, 2017

Gewalt Hamilton Associates, Inc. (GHA) will provide Phase II Design Engineering Services to the Lake County Division of Transportation (LCDOT) for the resurfacing of Fairfield Road from IL Rte. 134 to approximately 1,450' north of Rollins Road. The length of the improvement is approximately 8,500 ft. (1.6 miles) along Fairfield Road.

The improvements will generally consist of 2-1/4" HMA surface removal, placement of 3/4" polymerized leveling binder and 1-1/2" HMA surface course, check existing curb ramps at the intersection of Fairfield and Rollins Roads for compliance with ADA guidelines. GHA will be responsible for completing final PS&E no later than April 14, 2017 for a Letting Date of May 16, 2017.

#### **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 Fairfield Road Resurfacing Project 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 Fairfield Road with various other agencies, including: Illinois Department of Transportation (IDOT), Metra Railroad and Utility Companies as necessary.

#### **Task 2 – Data Collection and Topographic Survey**

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

Topographic Survey: GHA will conduct necessary topographic survey of existing sidewalk curb ramps within the project limits including the intersections of Fairfield Road at Oakwood Drive and Fairfield Road at Rollins Road. All required survey will follow LCDOT survey guidelines. At least two benchmarks will be established using state plane coordinates and NAVD88 datum.

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

Pre-Final Plans: GHA will develop pre-final plans for the resurfacing of Fairfield Road based on field survey, field inspections, and the LCDOT scoping report for the proposed project.

Pre-Final Special Provisions: As the LCDOT will be preparing the final contract special provisions booklet, GHA will provide any 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 – 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.

## EXHIBIT B – ANTICIPATED PLAN SHEETS

Phase II Design Engineering Services  
Lake County Division of Transportation  
Fairfield Road Resurfacing from IL Rte. 134 to Rollins Road  
Section No. 17-00104-09-RS

January 23, 2017

<u>Anticipated Plan Sheets</u>	<u>No. of Sheets</u>
1. Cover Sheet	1
2. LCDOT General Notes	3
3. Summary of Quantities	1
4. Schedule of Quantities	8
5. Typical Sections	2
6. Traffic Control Plan	6
7. Removal and Adjust Sheets	8
8. Plan Sheets	8
9. Sidewalk Grading Plan (To be determined)	2
10. Sediment and Erosion Control Plan	1
11. Project Details / Standards	<u>45</u>
Anticipated Total Sheets:	85





	Principal	CE VI	CE V	CE IV	CE III	CE II	CE I	LS IV	LS II	LS I	GISP I	EC I	ET V	ET IV	ET III	ET II	ET I	AD I	Total Hours
<b>I. Project Administration and Management</b>																			
LCDOT Kick-Off Meeting		4	4																8
Coordination with IDOT			4				12							4				2	22
Coordination with Metra Railroad			8				12							4				2	26
Project Management		8	16																24
Utility Coordination as Necessary							16							4				2	22
I. Category Subtotal	0	12	32	0	0	0	40	0	0	0	0	0	0	12	0	0	0	6	102
<b>II. Data Collection and Topographic Survey</b>																			
Confirm Field Control								2											2
Topo Survey Existing Conditions (ADA Ramps)									12										12
Reduction of Field Survey (Office)																12			12
Field Investigation of Drainage Culverts				4			8												12
Site Visit with LCDOT Staff			4				4												8
Obtain and review existing plans			4				12												16
II. Category Subtotal	0	0	8	4	0	0	24	2	12	0	0	0	0	0	0	12	0	0	62
<b>III. Pre-Final Plans, Special Provisions, and Estimates</b>																			
<b>A. Pre-Final Plans</b>																			
Cover Sheet, General Notes, Standards							4												4
Summary of Quantities			2	4			4												10
Schedule of Quantities							8												8
Typical Sections				2			4												6
Traffic Control Plan				2	8		16				4			8					38
Removal and Adjustment Plan			4	16	32		16				4			24					96
Resurfacing Plans			4	16	32		24				2			24					102
Sidewalk Grading Plan				2			16												18
Erosion and Sediment Control Plan							4												4
Details and Standards				2			2							8					12
<b>B. Pre-Final Special Provisions</b>																			
Recurring and Supplemental Special Provisions				2															2
BDE Special Provisions				2															2
Project Specific Special Provisions			2	8													4		14
C. Pre-Final Schedule of Quantities			4	8	24		16							24					76
D. Pre-Final Estimate of Cost and Time			4	6			8												18
E. Pre-Final Meeting with LCDOT			4	4			4												12

	Principal	CE VI	CE V	CE IV	CE III	CE II	CE I	LS IV	LS II	LS I	GISP I	EC I	ET V	ET IV	ET III	ET II	ET I	AD I	Total Hours	
III. Category Subtotal	0	0	24	74	96	0	126	0	0	0	10	0	0	88	0	0	0	4	422	
IV. Final Plans, Special Provisions, and Estimates																				
A. Final Plans																				
Cover Sheet, General Notes, Standards							2												2	
Summary of Quantities				2			4												6	
Schedule of Quantities			2	4			8												14	
Typical Sections							2												2	
Traffic Control Plan				2			4				2			4					12	
Removal and Adjustment Plan				2	4		8				2								16	
Resurfacing Plans			2	2	4		8												16	
Sidewalk Grading Plan				2			4												6	
Erosion and Sediment Control Plan																			0	
Details and Standards																			0	
B. Final Special Provisions																				
Recurring and Supplemental Special Provisions							2												2	
BDE Special Provisions							2												2	
Project Specific Special Provisions			2	2			4											2	10	
C. Final Schedule of Quantities			2	4	8		4							8					26	
D. Final Estimate of Cost and Time			2	2															4	
E. Final Meeting with LCDOT		4	4				4												12	
IV. Category Subtotal	0	4	14	22	16	0	56	0	0	0	4	0	0	12	0	0	0	2	130	
V. Quality Assurance / Quality Control																				
Pre-Final QA/QC Review		8	24																32	
Final QA/QC Review		8	16																24	
V. Category Subtotal	0	16	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	56	
Total Man-Hours																				772

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

FIRM NAME  
 PRIME/SUPPLEMENT

Gewalt Hamilton Associates, Inc  
Prime

DATE 01/24/17  
 PTB NO. \_\_\_\_\_

CONTRACT TERM 12 MONTHS  
 START DATE 2/1/2017  
 RAISE DATE 5/1/2017

OVERHEAD RATE 154.90%  
 COMPLEXITY FACTOR 0  
 % OF RAISE 3.00%

**ESCALATION PER YEAR**

2/1/2017 - 5/1/2017

5/2/2017 - 2/1/2018

3  
12

9  
12

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

= 25.00%  
 = 1.0225

77.25%

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

2.25%

# PAYROLL RATES

FIRM NAME Gewalt Hamilton Associ DATE 01/24/17  
 PRIME/SUPPLEMENT Prime  
 PSB NO. \_\_\_\_\_

ESCALATION FACTOR 2.25%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal	\$66.50	\$68.00
Civil Engineer VI	\$60.30	\$61.66
Civil Engineer V	\$54.95	\$56.19
Civil Engineer IV	\$48.44	\$49.53
Civil Engineer III	\$38.33	\$39.19
Civil Engineer II	\$34.00	\$34.77
Civil Engineer I	\$25.35	\$25.92
Land Surveyor IV	\$46.63	\$47.68
Land Surveyor II	\$30.83	\$31.52
Land Surveyor I	\$27.00	\$27.61
GIS Professional I	\$27.00	\$27.61
Environmental Consultant I	\$27.00	\$27.61
Engineer Tech V	\$51.42	\$52.58
Engineer Tech IV	\$35.67	\$36.47
Engineer Tech III	\$29.60	\$30.27
Engineer Tech II	\$24.75	\$25.31
Engineer Tech I	\$16.08	\$16.44
Administration	\$24.75	\$25.31
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

**COST PLUS FIXED FEE  
COST ESTIMATE OF CONSULTANT SERVICES**

**Gewalt Hamilton Associates, Inc**

DATE 01/24/17

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**1.549**

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**Prime**

0

[illegible]

**DBE 0.00%**

## AVERAGE HOURLY PROJECT RATES

**FIRM** Gewalt Hamilton Associates, Inc  
**PSB** \_\_\_\_\_  
**PRIME/SUPPLEMENT** Prime

**DATE** 01/24/17

**SHEET** 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Proj Admin & Manage			Data Coll, Survey			Pre-Final PS&E			Final PS&E			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	68.00	0																	
Civil Engineer VI	61.66	32	4.15%	2.56	12	11.76%	7.25							4	3.08%	1.90	16	28.57%	17.62
Civil Engineer V	56.19	118	15.28%	8.59	32	31.37%	17.63	8	12.90%	7.25	24	5.69%	3.20	14	10.77%	6.05	40	71.43%	40.13
Civil Engineer IV	49.53	100	12.95%	6.42				4	6.45%	3.20	74	17.54%	8.69	22	16.92%	8.38			
Civil Engineer III	39.19	112	14.51%	5.69							96	22.75%	8.92	16	12.31%	4.82			
Civil Engineer II	34.77	0																	
Civil Engineer I	25.92	246	31.87%	8.26	40	39.22%	10.16	24	38.71%	10.03	126	29.86%	7.74	56	43.08%	11.17			
Land Surveyor IV	47.68	2	0.26%	0.12				2	3.23%	1.54									
Land Surveyor II	31.52	12	1.55%	0.49				12	19.35%	6.10									
Land Surveyor I	27.61	0																	
GIS Professional I	27.61	14	1.81%	0.50							10	2.37%	0.65	4	3.08%	0.85			
Environmental Consul	27.61	0																	
Engineer Tech V	52.58	0																	
Engineer Tech IV	36.47	112	14.51%	5.29	12	11.76%	4.29				88	20.85%	7.61	12	9.23%	3.37			
Engineer Tech III	30.27	0																	
Engineer Tech II	25.31	12	1.55%	0.39				12	19.35%	4.90									
Engineer Tech I	16.44	0																	
Administration	25.31	12	1.55%	0.39	6	5.88%	1.49				4	0.95%	0.24	2	1.54%	0.39			
		0																	
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		0																	
		0																	
<b>TOTALS</b>		772	100%	\$38.70	102	100.00%	\$40.83	62	100%	\$33.02	422	100%	\$37.04	130	100%	\$36.92	56	100%	\$57.75