


Municipality	LOCAL AGENCY	 Illinois Department of Transportation	CONSULTANT	Name Bloom Companies, LLC
Township				Address 150 N. Wacker Drive, Suite 1650
County Lake County – Division of Transportation				City Chicago
Section 20-00145-05-GM				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 Sta 1+35 to Sta 16+50

Route Fairfield Length 0.28 Mi. 1500.00 FT (Structure No. _____)

Termini North of IL Route 60

Description:

Repair culvert, remove existing modular block walls, regrade slopes and protect with slope armor and replace guardrail terminals to mee current standars

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 and of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
 3. To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
 4. In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that the ENGINEER will perform such work without expense to the LA, even though final payment has been received by the ENGINEER. The ENGINEER shall give immediate attention to these changes so there will be a minimum delay to the CONTRACTOR.
 5. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
 6. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will show the ENGINEER's professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT according to the following method indicated by a check mark:
 - a. ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost Under \$50,000	Percentage Fees	(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 180 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at the ENGINEER's actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided in section 1 of the ENGINEER AGREES. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus an additional service charge of up to five (5) percent.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

The Total Not-to-Exceed Contract Amount shall be \$ 48,010.94

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 180 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 180 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.

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 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 quintuplicate 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)

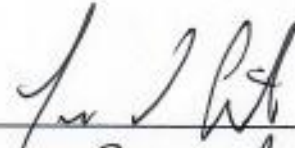
County of Lake of the
(Municipality/Township/County)
State of Illinois, acting by and through its
County Board
By _____
Title Chair, Lake County Board

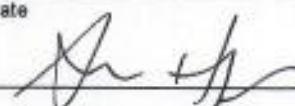
RECOMMENDED FOR EXECUTION

Shane E. Schneider, P.E.
Director of Transportation/County Engineer
Lake County

Executed by the ENGINEER:

ATTEST:

By 
Title Senior Associate

Bloom Companies, LLC
Engineering Firm
150 N. Wacker Dr., Suite 1650
Street Address
Chicago, IL
City, State
By 
Title Director

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

Fairfield Road North of IL 60 Retaining Wall Removal and Roadway Maintenance

The following scope of services has been developed from the Final Scoping Report, dated March 16, 2019, developed by the Lake County Division of Transportation (LCDOT) for retaining wall and culvert repairs.

The retaining wall and culvert locations are:

- Wall 3 - Fairfield Road north of IL 60 from Station 6+75 to 10+74, approximately 400 feet.
- Wall 4 - Fairfield Road north of IL 60 from Station 7+75 to 8+50, approximately 75 feet.

The purpose of the project is to replace walls 3 & 4 due to deterioration and settling of the pavement at the culvert crossing. The design for the replacement of the walls will include repair of the culvert near Sta. 9+20 using a concrete collar or by resetting the culvert sections to eliminate the gaps. The existing block walls will be removed and the slopes reconstructed as needed to provide a maximum slope of 2:1 starting at the edge of shoulder or 2 feet behind the guardrail. The roadway will be milled and overlaid and the shoulders will be repaved within the project limits from Sta. 1+35 to 16+35 (approximately 1500 feet). Guardrail modifications and maintenance of traffic will also be included in the design.

We anticipate working directly with LCDOT in the development of the plans, specifications and estimate. Since the wetlands have been previously located and the proposed slope modifications are not anticipated to be near the wetlands, further wetland delineation will not be required. Work associated with the project will not increase impervious areas and will be in compliance for grading only Sediment and Erosion Control requirements of Lake County Stormwater Management Commission (LCSMC).

To determine the ability of the slopes to be finished at a maximum of 2:1 slope, the scope of work will include two soil borings as well as analysis of the samples collected.

SCOPE OF SERVICES

The proposed scope of services is as follows:

1. Coordination and Data Collection – Specific tasks shall include:
 - a. Attend an online kick-off meeting with LCDOT staff and obtain any relevant outstanding data or plans LCDOT may have. Provide minutes of the meeting with a record of discussions and circulate to all participants.
 - b. Field review and photos of project area, including other features that may affect design (field entrance, signage, etc.)
 - c. Utility Coordination – Overhead electric and communications lines are located outside of the right of way on the west side. No utility conflicts are anticipated. If utility conflicts are found, coordination with utilities is included.
2. Survey - Topographic (furnished by LCDOT) – No additional survey is expected to be needed. If additional pickup survey is found to be needed, LCDOT will provide the additional survey.
3. Geotechnical Investigation – This task will define the subsurface conditions and establish the existing soil characteristics to allow construction of the proposed slope changes. Specific tasks shall include:

- a. Site, initiate and monitor soil borings at Fairfield Road in the proximity of the culvert. We are proposing two (2) borings, one on the west side and one on the east side. All borings will be to 25' or deeper to competent soil strata, and of the same depth. All borings will be performed without the need for detours, using short-term daytime lane closures and flaggers.
 - b. Determine soil field tests and laboratory tests. The field tests will consist of Standard Penetration Test and collection of soil samples for laboratory testing. The laboratory tests will consist of Moisture Content, Atterberg Limit and Grain Size distribution tests w/ hydrometer as appropriate.
 - c. Produce soil boring logs.
 - d. Subgrade recommendations, including locating and delineating approximate limits and depths of unsuitable materials, if any, and proposed remediation.
 - e. Perform a slope stability analysis to confirm that 2:1 slopes will be acceptable.
 - f. Prepare Geotechnical Reports for Fairfield Road regrading. The investigation and report will be prepared using DOT standards as a guide.
4. Environmental/Permitting – 404 permits are not anticipated since wetlands fall outside the limits of grading.
Cultural Permitting was noted as not being needed in the Scoping Report, as the project as proposed does not affect right-of-way, easements or adjacent structures. We anticipate no need for Cultural Resources coordination. Likewise, we anticipate no need for Special Waste permitting. During our field reviews or subsequent activities if we note anything that would invalidate these assumptions we will notify LCDOT to discuss and develop an appropriate course of action.
5. Plans, Specifications and Estimates – With the geotechnical confirmation that the slopes can be stabilized with armoring, we will proceed to prepare preliminary and final plans, specifications and estimates (PS&E). Preliminary PS&E will include all sheets in sufficient detail to establish all design parameters, a cost estimate and a list of required special provisions to allow review by the County. The electronic copies of the final PS&E's will be provided in the format as described on attachment B "Electronic Bid Package Format and Submittal". The final plans will be one hard copy of the total bid package and an electronic copy. At this time our list of sheets for each project includes:
 - a. Cover Sheet (1 sht.)
 - b. General Notes and Summary of Quantities (1 sht.)
 - c. Schedule of Quantities (1 sht.)
 - d. Boring Log (1 sht.)
 - e. Alignment, Ties & Control (1 sht.)
 - f. Traffic Control / Staging (2 sht.)
 - g. Erosion Control & Landscaping (1 sht.)
 - h. Plan & Profile including removals and new guardrail (1 sht.)
 - i. Striping, including signage if needed (1 sht.)
 - j. Cross sections (23 sht.) (assume X-sections @ 25 ft (from 6+75 to 10+50) and @ 50 ft (from 1+35 to 6+75 and 10+50 to 16+35) plus field entrance
 - k. Project Specific Details (2 sht.)
 - l. IDOT and LCDOT Standard Details (8-9 sht.)
6. Administration and Management – We will monitor our progress to ensure that we meet all LCDOT deadlines and maintain the quality of our deliverable. We will provide written monthly progress reports to LCDOT summarizing the status of the project as well as budgetary issues.



Illinois Department
of Transportation

Payroll Escalation Table
Fixed Raises
DLM 2.80

FIRM NAME
PRIME/SUPPLEMENT

Bloom Companies, LLC
Prime

DATE 09/17/20
PTB NO.

CONTRACT TERM
START DATE
RAISE DATE

4 MONTHS
10/20/2020
3/1/2021

OVERHEAD RATE
COMPLEXITY FACTOR
% OF RAISE

0
2.00%

ESCALATION PER YEAR

10/20/2020 - 1/1/2021
2 4

1/2/2021 - 3/1/2021
2 4

= 50.00%
= 1.0100

51.00%

The total escalation for this project would be:

1.00%

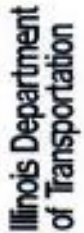


Payroll Rates

FIRM NAME	<u>Bloom Companies, LLC</u>	DATE	<u>09/17/20</u>
PRIME/SUPPLEMENT	<u>Prime</u>		
PTB NO.			

ESCALATION FACTOR 1.00%

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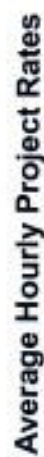


09/17/20

**Cost Estimate
Consultant Se
(Direct Labor Multiple**

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	(2.80+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
DBE	Coordination & Data Collections	57	2,417.36	6,768.62	180.00		6,948.62	6,948.62	14.47%
DBE	Geotechnical	12	544.07	1,523.39	4,500.00		6,023.39	6,023.39	12.55%
DBE	PS&E	274	11,155.98	31,236.73	300.00		31,536.73	31,536.73	65.69%
DBE	Admin & Management	24	1,197.21	3,352.20	150.00		3,502.20	3,502.20	7.29%
	TOTALS	367	15,314.62	42,880.94	5,130.00	0.00	48,010.94	48,010.94	100.00%

BDE 3606 Template (Rev. 10/31/16)



Consultant Bloom Companies, LLC

Date: 09/17/20

Sheet 1 OF 1

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