



Using Federal Funds? ☐ Yes ☒ No Agreement For  
ST PE

Agreement Type  
Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Lake County Division of Transportation	Lake	21-00999-84-ES	
Project Number	Contact Name	Phone Number	Email
	Matt Emde	(847) 377-7452	memde@lakecountyil.gov

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Various Locations			n/a
Location Termini			Add Location
Various Locations			Remove Location

Project Description

Evaluate 12 uncontrolled, at-grade, multi-use non-motorized facility crossings of multi-lane County highways at various locations to determine means and methods to improve crossing safety.

Engineering Funding	<input type="checkbox"/> MFT/TBP	<input type="checkbox"/> State	<input checked="" type="checkbox"/> Other	Sales Tax	
Anticipated Construction Funding	<input type="checkbox"/> Federal	<input type="checkbox"/> MFT/TBP	<input type="checkbox"/> State	<input checked="" type="checkbox"/> Other	Sales Tax

AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☐ Phase II - Design Engineering

CONSULTANT

Consultant (Firm) Name	Contact Name	Phone Number	Email
BLA, Inc	Jennifer Mitchell	(630) 438-6400	jmittchell@bla-inc.com
Address	City	State	Zip Code
333 Pierce Road, Suite 200	Itasca	IL	60143

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~~ in coordination with 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 Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities 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: Direct Costs Check Sheet
- ☒ EXHIBIT D: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT E: Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514 )
- ☒ Exhibit F: Sub-consultant Services
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_

### 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 Exhibit C).

### 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 D).
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

(Maximum Fee \$20,000) (For federal funds the lump sum shall be developed using Cost Plus Fixed Fee Formula).

☐ Specific Rate

☒ Cost plus Fixed Fee:      Anniversary

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 purported 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	TIN/FEIN/SS Number	Agreement Amount
BLA Inc.	36-4263432	\$48,093.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
- GHA	36-3426053	\$17,974.00
Subconsultant Total		\$17,974.00
Prime Consultant Total		\$48,093.00
Total for all work		\$66,067.00

Add Subconsultant

#### AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type		Name of Local Public Agency	
Attest:	The	County	of Lake
By		Date	
Name of Local Public Agency		Local Public Agency Type	
Lake		County	
		Clerk	
By		Date	
Title			

(SEAL)

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name

Attest:

BLA, Inc

By

Date



8/25/21

By

Date

Title

President/CEO

Title

Local Public Agency	County	Section Number
Lake County Division of Transportation	Lake	21-00999-84-ES

**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

See attached





## PROJECT SCOPE DESCRIPTION

BLA, Inc.  
August 11, 2021

Lake County Division of Transportation (LCDOT) has 12 uncontrolled, at-grade, multi-use non-motorized facility crossings of multi-lane County highways at locations identified in Table 1.

Table 1 – Midblock Crossings

NUMBER	MAJOR ROUTE	LOCATION
1	Butterfield Rd	At Canterbury/Plymouth
2	Butterfield Rd	At Churchill/Creekside
3	Butterfield Rd	At Sunset Foods - South of IL 137
4	Deerfield Pkwy	At Barclay
5	Deerfield Pkwy	At Buffalo Grove Bike Path - East of Weiland
6	Deerfield Pkwy	At Green Knolls
7	Golf Rd	At Robert McClory Bike Path
8	Washington St	At Haryan Way
9	Washington St	At Old Walnut Circle
10	Washington St	At Robert McClory Bike Path
11	IL 132	At Robert McClory Bike Path
12	IL 120	At Robert McClory Bike Path

BLA has been requested to evaluate the 12 locations to determine means and methods to improve crossing safety. The following activities define the scope of work to accomplish the evaluation.

### Task 1 - Data Collection

Each location is unique as to roadway data, user data, land use and generators. As such, each location has different features or criteria for the data collection. Traffic data to be collected via MioVision includes, but is not limited to, pedestrians/bicyclists, and vehicular turning movement counts at intersections or directional traffic counts. Depending on the whether the crossing is adjacent to an intersection or midblock, a 13-Hr Turning or 13-Hr Directional data collection is recommended as noted in Table 2. The counts will be taken mid-week (Tuesday, Wednesday, or Thursday). Five of the 12 locations have schools within 0.5 mile of the crossing and are noted with an asterisk. These crossings would be best counted when school is back in session. In addition, seven of the 12 locations are bike path related crossings. This type of facility generally has weekend usage greater than weekday usage; therefore, 13-Hr Saturday counts also will be collected at the seven locations as noted with italic font.

Table 2 – Count Data

Number	Major Route	Location	Data Collection Period
1	Butterfield Rd	At Canterbury/Plymouth	13-Hr Turning
2	Butterfield Rd	At Churchill/Creekside	13-Hr Turning
3	Butterfield Rd	At Sunset Foods - South of IL 137	13-Hr Directional
4	<i>Deerfield Pkwy</i>	<i>At Barclay</i>	<i>13-Hr Turning</i>
5*	<i>Deerfield Pkwy</i>	<i>At Buffalo Grove Bike Path - East of Weiland</i>	<i>13-Hr Directional</i>





## PROJECT SCOPE DESCRIPTION

BLA, Inc.  
August 11, 2021

Number	Major Route	Location	Data Collection Period
6	Deerfield Pkwy	At Green Knolls	13-Hr Turning
7*	<i>Golf Rd</i>	<i>At Robert McClory Bike Path</i>	<i>13-Hr Directional</i>
8	Washington St	At Haryan Way	13-Hr Turning
9*	<i>Washington St</i>	<i>At Old Walnut Circle</i>	<i>13-Hr Turning</i>
10*	<i>Washington St</i>	<i>At Robert McClory Bike Path</i>	<i>13-Hr Directional</i>
11*	IL 132	<i>At Robert McClory Bike Path</i>	<i>13-Hr Directional</i>
12	IL 120	<i>At Robert McClory Bike Path</i>	<i>13-Hr Directional</i>

\* = School nearby

*Italic* = Bike Path, includes a Saturday count

A site visit to each location will be made to collect natural and manmade features including, but not limited to, pavement markings, signing, sight lines, speed limit, utilities, and vegetation. Existing conditions diagrams will be created on aerial. Observations of pedestrian/bicycle/vehicular interactions will be made to identify conflicts, deficiencies, or efficiencies that will be taken into consideration at each location. Traffic signals are located within one-half mile at nine of the 12 locations which generally creates gaps in traffic flow. At all locations, observations will be made to identify availability of gaps in vehicular traffic flow.

This task also includes the collection of local and regional agency bike, long-range, and budgeted plans. In addition, jurisdictional agencies will be contacted to collect any historical information in relation to the crossings.

The most recent five years of crash data will be obtained from the Lake County database for each intersection or within 500 feet either side of a mid-block crossing. Crash data will be filtered to focus on incidents that involve pedestrians and bicyclists or those involving vehicles only which were influenced by pedestrians and bicyclists.

### Task 2 - Analyses

*Step One:* Sufficient roadway capacity can be a hindrance to pedestrian crossing safety. The first assessment will be to determine if adequate capacity and roadway geometry is provided, based on DHV for through lanes and turning movement volumes for turn lanes, or if roadway improvements are in a multi-year plan. For locations where geometry is sufficient, evaluation will proceed with the existing geometric conditions. Where geometry or capacity is deficient and/or improvements planned, discussion will ensue with LCDOT to determine if existing, existing and future, or just future geometry should be evaluated.

*Step Two:* Vehicular, pedestrian, and bicycle volumes, and crash data obtained in Task One will be utilized to perform a traffic signal warrant analysis as defined in the Manual on Uniform Traffic Control Devices (MUTCD) Chapter 4C focusing on the following warrants:

- Warrant 4, Pedestrian Volume
- Warrant 5, School Crossing
- Warrant 7, Crash Experience



## PROJECT SCOPE DESCRIPTION

BLA, Inc.

August 11, 2021

Gaps will be summarized from data collected in the field during the peak hours of pedestrian/bicycle use.

*Step Three:* If a traffic signal is not warranted or it is decided to not install a warranted traffic signal a beacon may be considered according to MUTCD Chapter 4F. Considerations include major-street volumes, speeds, crossing width, gaps, pedestrian volume and type, and delay to pedestrians.

*Step Four:* In addition to or in place of a warranted traffic signal or beacon other supporting measures may be recommended. Other measures include signing, striping, median modifications, edge of pavement modifications, travel-way reroute, sight line clearing, in-roadway lights following MUTCD Chapter 4N, or grade separation.

*Step Five:* Determine if any of the recommendations require additional right of way or ancillary improvements. I.e., curb and gutter, ADA ramps, etc.

*Step Six:* Cost analyses will be prepared for each location where improvements are recommended. In addition, improvements will be ranked as required versus recommended and for near-, short-, and long-term implementation.

### **Task 3 - Documentation**

A report will be prepared detailing the data collected, policies followed, analyses made, and improvements recommended. Tables and figures will be utilized to summarize data and present the benefits of improvements. One draft and one final report will be prepared and transmitted electronically.

### **Task 4 - Coordination**

In addition to periodic updates, prior to documentation the Consultant will meet with LCDOT to present the data collected, preliminary findings and recommendations. The meeting intent is to gain LCDOT concurrence on the data interpretation and consensus with the recommendations at each location.

Two meetings per crossing location will be held with the jurisdictional municipality to present the intent of the study, collect data, and present the findings. These will be virtual online meetings.

### **Task 5 – Administration and Management**

This item includes project setup, invoicing, in-house coordination, and Quality Control and Quality Assurance of the project.

### **Schedule - Est NTP 9/15/2021**

Data & Traffic Collection – 9/16/2021 to 10/15/2021

Analyses – 10/15/2021 to 12/1/2021

Coordination Meeting – 12/6/2021 to 12/10/2021

Draft Documentation – 12/13/2021 to 12/23/2021

County Review/Coordination – 12/27/2021 to 1/21/2022

Final Documentation – 1/21/2022 to 1/28/2022

**BLA, INC****MidBlock Crossings****PRELIMINARY DESIGN MANHOURS**

<u>Task and Description</u>	<u>Total Manhours</u>
<b>Task 1 - Data Collection and Review</b>	
<i>Coordinate, Summarize, Review Traffic Data</i>	24
<i>Site Visit (12 locations 1.0 hr each plus travel) (2 person x 2 days)</i>	32
<i>Collect regional/local plans, traffic signal data, ADT, crash data, local input</i>	4
<b>Subtotal:</b>	<b>60</b>
<b>Task 2 - Analyses</b>	
<i>ADT/DHV/traffic data capacity evaluation (12 locations x 1 hr)</i>	12
<i>Traffic Signal Warrant Analysis (12 locations x 2 hrs)</i>	24
<i>Traffic Signal Beacon Evaluation (12 locations x 1 hr)</i>	12
<i>Supporting Measures</i>	24
<i>Right of Way evaluation</i>	12
<i>Cost Estimate</i>	24
<b>Subtotal:</b>	<b>108</b>
<b>Task 3 - Documentation</b>	
<i>Draft Report</i>	30
<i>Final Report</i>	12
<b>Subtotal:</b>	<b>42</b>
<b>Task 4 - Coordination</b>	
<i>LCDOT Status Communication (1 hr x 6 meeting x 2 staff)</i>	12
<i>Municipal Meetings (2 ea x 12 loc x 3 hrs (prep, present, minutes) x 2 staff)</i>	144
<i>LCDOT Meeting ((1 mtg x 6 hrs (prep, present, minutes, travel) x 2 staff)</i>	12
<b>Subtotal:</b>	<b>168</b>
<b>Task 5 - Administration &amp; Management</b>	
<i>QA/QC, Invoicing, Coordination, etc (6% of total MH)</i>	23
<b>Subtotal:</b>	<b>23</b>
<b>Total</b>	<b>401</b>

Local Public Agency	County	Section Number
Lake County Division of Transportation	Lake	21-00999-84-ES

**EXHIBIT B  
PROJECT SCHEDULE**

Data & Traffic Collection – 9/16/2021 to 10/15/2021  
Analyses – 10/15/2021 to 12/1/2021  
Coordination Meeting – 12/6/2021 to 12/10/2021  
Draft Documentation – 12/13/2021 to 12/23/2021  
County Review/Coordination – 12/27/2021 to 1/21/2022  
Final Documentation – 1/21/2022 to 1/28/2022

Local Public Agency	County	Section Number
Lake County Division of Transportation	Lake	21-00999-84-ES

**Exhibit C  
Direct Costs Check Sheet**

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.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
<input checked="" type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	2.5	\$65.00	\$162.50
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input checked="" type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	189	\$0.12	\$22.68
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
Total Direct Costs				\$185.18

Local Public Agency	County	Section Number
Lake County Division of Transportation	Lake	21-00999-84-ES

**Exhibit D**  
**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 checked="" 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 checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal **05/21/21**

Method(s) used for advertisement and dates of advertisement

Newspaper publication on 5/6/21 & 5/13/21. Also was emailed to LCDOT's list of consultants on file to receive project selection notices.

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
- Technical Approach	25%
- Firm Experience	15%
- Specialized Expertise	15%
- Team Capabilities	20%
- Workload	10%
- Past Performance	10%
- Local Presence	5%
Add	

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
---	---	--------------------------	-------------------------------------

Selection committee (titles) for this project

County Engineer, Asst. County Engineer, Engineer of Traffic, Director of Planning, Engineer of Design, Project Manager, Design Engineer

Top three consultants ranked for this project in order	
1	BLA, Inc.
2	V3
3	HLR

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>

Local Public Agency		County		Section Number	
Lake County Division of Transportation		Lake		21-00999-84-ES	
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 checked="" type="checkbox"/>		
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>		



**PAYROLL ESCALATION TABLE  
ANNIVERSARY RAISES**FIRM NAME  
PRIME/SUPPLEMENT  
Prepared ByBLA, Inc.  
Midblock Crossings  
BLA, Inc.DATE 08/17/21  
PTB-ITEM # 0CONTRACT TERM 6 MONTHS  
START DATE 9/15/2021  
RAISE DATE ANNIVERSARYOVERHEAD RATE 101.89%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%**ESCALATION PER YEAR****DETERMINE THE MID POINT OF THE AGREEMENT****3****CACULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT****0.75%****The total escalation for this project would be: 0.75%**

## PAYROLL RATES

FIRM NAME  
PRIME/SUPPLEMENT  
PTB-ITEM #

**BLA, Inc.**  
**Midblock Crossings**  
**0**

DATE \_\_\_\_\_

08/17/21

## ESCALATION FACTOR

**0.75%**

*Note: Rates should be capped on the AVG 1 tab as necessary*

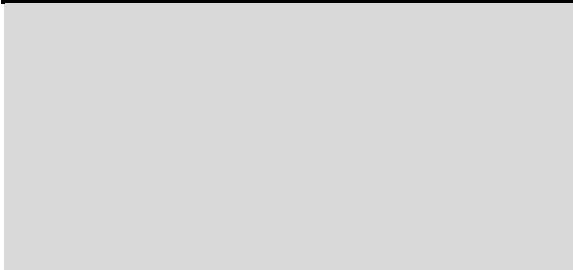
CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$70.00	\$70.53
Dir of Prelim. Design Svcs	\$70.00	\$70.53
Project Manager	\$54.42	\$54.83
Project Engineer	\$38.55	\$38.84
Design Engineer	\$30.27	\$30.50
Billing & Payroll	\$33.00	\$33.25

**Subconsultants**

FIRM NAME BLA, Inc.  
PRIME/SUPPLEMENT Midblock Crossings  
PTB-ITEM # 0

DATE 08/17/21

NAME	Direct Labor Total	Contribution to Prime Consultant
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Total 0.00 0.00

Bureau of Design and Environment  
Prepared By: Consultant  
**DATE** **08/17/21**

OVERHEAD RATE	101.89%
COMPLEXITY FACTOR	0

40,488

BDE 3604 Template (Rev. 10/19/17)

# AVERAGE HOURLY PROJECT RATES

FIRM BLA, Inc.  
PTB-ITEM# 0  
PRIME/SUPPLEMENT Midblock Crossings

DATE 08/17/21

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			1 - Data Collection			2 - Analyses			3 - Documentation			4 - Coordination			5 - Admin Management		
		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	70.00	14.0	3.49%	2.44										12	7.14%	5.00	2	8.70%	6.09
Dir of Prelim. Design Svs	70.00	61.0	15.21%	10.65	6	10.00%	7.00	12	11.11%	7.78	2	4.76%	3.33	32	19.05%	13.33	9	39.13%	27.39
Project Manager	54.83	156.0	38.90%	21.33	38	63.33%	34.72	36	33.33%	18.28	20	47.62%	26.11	62	36.90%	20.23			
Project Engineer	38.84	124.0	30.92%	12.01	16	26.67%	10.36	26	24.07%	9.35	20	47.62%	18.49	62	36.90%	14.33			
Design Engineer	30.50	34.0	8.48%	2.59				34	31.48%	9.60									
Billing & Payroll	33.25	12.0	2.99%	0.99													12	52.17%	17.35
		0.0																	
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TOTALS		401.0	100%	\$50.01	60.0	100.00%	\$52.08	108.0	100%	\$45.00	42.0	100%	\$47.94	168.0	100%	\$52.90	23.0	100%	\$50.82

Column1	Column2	Column4	Column42	Column5
<b>BLA, INC</b>				
<b>Midblock Crossings</b>				
<b>DIRECT COST</b>				
<u>Task and Description</u>	<u>Sheets</u>	<u>Sets</u>	<u>Rate</u>	<u>Extended Cost</u>
<b>Task 1 - Data Collection and Review</b>				
<i>Exhibits (8.5x11 Color)</i>			\$0.12	\$0.00
<i>Exhibits (11x17 Color)</i>	12	2	\$0.12	\$2.88
<i>Exhibits (22x34 Color)</i>			\$13.00	\$0.00
<i>Document Acquisition</i>			\$200.00	\$0.00
<i>Photograph Log (8.5x11 Color)</i>			\$0.12	\$0.00
<i>Vehicle Days</i>		2	\$65.00	\$130.00
			<b>Subtotal:</b>	\$132.88
<b>Task 2 - Analyses</b>				
<i>ADT/DHV/traffic data capacity evaluation (12 locations x 1 hr)</i>			\$0.12	\$0.00
<i>Traffic Signal Warrant Analysis (12 locations x 2 hrs) (8.5x11 Color)</i>	12	1	\$0.12	\$1.44
<i>Traffic Signal Beacon Evaluation (12 locations x 1 hr) (8.5x11 B&amp;W)</i>	12	1	\$0.05	\$0.60
<i>Supporting Measures (11x17 Color)</i>	12	1	\$0.12	\$1.44
<i>Right of Way evaluation (11x17 B&amp;W)</i>	12	1	\$0.12	\$1.44
<i>Cost Estimate</i>			\$65.00	\$0.00
			<b>Subtotal:</b>	\$4.92
<b>Task 3 - Documentation</b>				
<i>Exhibits (22x34 Color)</i>			\$13.00	\$0.00
<i>Exhibits (11x17 Color)</i>			\$0.12	\$0.00
<i>Exhibits (8.5x11 Color)</i>			\$0.12	\$0.00
			<b>Subtotal:</b>	\$0.00
<b>Task 4 - Coordination</b>				
<i>Agenda (8.5x11 B&amp;W)</i>	1	8	\$0.05	\$0.40
<i>Exhibits (11x17 Color)</i>	12	8	\$0.12	\$11.52
<i>Exhibits (22x34 Color)</i>			\$13.00	\$0.00
<i>Vehicle Days</i>		0.5	\$65.00	\$32.50
			<b>Subtotal:</b>	\$44.42
<b>Task 5 - Administration &amp; Management</b>				
<i>Invoice and Progress Report (8.5 x 11 B&amp;W)</i>	10	6	\$0.05	\$3.00
			<b>Subtotal:</b>	\$3.00
<b>Total</b>				<b>\$185.22</b>



625 Forest Edge Drive ■ Vernon Hills, IL 60061

847.478.9700 ■ [GHA-Engineers.com](http://GHA-Engineers.com)

July 20, 2021

**Ms. Lynn M. Means, PE, PTOE**  
**Senior Transportation Engineer**  
**BLA, Inc.**

333 Pierce Road, Suite 200  
Itasca, IL 60143

Re: **Proposal for Professional Services**  
**Traffic Data Collection**  
Lake County, IL  
GHA Proposal No. 2021.386B

Dear Ms. Means:

Thank you for your consideration of Gewalt Hamilton Associates, Inc. (GHA) to provide Data Collection Services for the above-mentioned project.

This proposal is based on GHA's understanding of the project as per your recent request.

If our proposal is acceptable, please sign one copy and return it to our office. We are pleased to have the opportunity to make our services available to you and look forward to assisting you on this project.

Sincerely,  
**Gewalt Hamilton Associates, Inc.**

A handwritten signature in blue ink that reads 'William J. Klewin'.

William J. Klewin  
Director of Data Collection  
[bklewin@gha-engineers.com](mailto:bklewin@gha-engineers.com)

Enc.: GHA Proposal No. 2021.D386B



BLA, Inc. (Client), 333 Pierce Road, Suite 200, Itasca, IL 60143, and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

## **I. Project Understanding**

The Client is requesting nine (9) TMC counts, ten (10) ATR counts, and ten (10) Pedestrian Pathway counts in Lake County, IL.

## **II. Traffic Data Collection Services**

GHA will provide the following services:

### **A. Turning Movement Count (TMC)**

Location(s)

1. Butterfield Rd & Sunset Foods
2. Butterfield Road & Canterbury Lane
3. Churchill Ct & Butterfield Rd
4. Deerfield Parkway & Barclay Boulevard
5. Deerfield Parkway & Green Knolls Drive
6. Washington Street & Haryan Way
7. Washington Street & Old Walnut Circle

Collection Details

- Typical Weekday (Tuesday, Wednesday and/or Thursday)
- Bicycles and Pedestrians in Crosswalks are included.
- 13 hours at each location
- 6AM-7PM CDT
- Lights / Mediums / Articulated Trucks

Deliverable

- Data will be processed with a normal, 72-hour turnaround time and will be shared with the Client as soon as it is available.

### **B. Automatic Traffic Recorder Count (ATR)**

Location(s)

1. Belvidere Rd (IL 120) at Robert McClory Bike Path
2. Deerfield Parkway at Buffalo Grove Bike Path
3. Golf Road at Robert McClory Bike Path
4. Grand Ave at Robert McClory Bike Path
5. Washington St at Robert McClory Bike Path

Collection Details

- Typical Weekday (Tuesday, Wednesday and/or Thursday)
- Bicycles and Pedestrians in Crosswalks are not included.

- 13 hours at each location
- 6AM-7PM CDT
- Lights / Mediums / Articulated Trucks

Deliverable

- Data will be processed with a normal, 72-hour turnaround time and will be shared with the Client as soon as it is available.

C. Pedestrian Pathway

Location(s)

1. Belvidere Rd (IL 120) at Robert McClory Bike Path
2. Deerfield Parkway at Buffalo Grove Bike Path
3. Golf Road at Robert McClory Bike Path
4. Grand Ave at Robert McClory Bike Path
5. Washington St at Robert McClory Bike Path

Collection Details

- Typical Weekday (Tuesday, Wednesday and/or Thursday)
- 13 hours at each location
- 6AM-7PM CDT
- Miovision Traffic Data Classification Guide

Deliverable

- Data will be processed with a normal, 72-hour turnaround time and will be shared with the Client as soon as it is available.

D. Turning Movement Count (TMC)

Location(s)

1. Deerfield at Barclay Blvd.
2. Washington/Old Walnut

Collection Details

- Saturday
- Bicycles and Pedestrians in Crosswalks are not included.
- 13 hours at each location
- 6AM-7PM CDT
- Lights / Mediums / Articulated Trucks

Deliverable

- Data will be processed with a normal, 72-hour turnaround time and will be shared with the Client as soon as it is available.

E. Automatic Traffic Recorder Count (ATR)

Location(s)

1. Belvidere Rd (IL 120) at Robert McClory Bike Path
2. Deerfield Parkway at Buffalo Grove Bike Path
3. Golf Road at Robert McClory Bike Path
4. Grand Ave at Robert McClory Bike Path
5. Washington St at Robert McClory Bike Path

Collection Details

- Saturday
- Bicycles and Pedestrians in Crosswalks are not included.
- 13 hours at each location
- 6AM-7PM CDT

- Lights / Mediums / Articulated Trucks
- Deliverable
- Data will be processed with a normal, 72-hour turnaround time and will be shared with the Client as soon as it is available.
- F. Pedestrian Pathway
- Location(s)
1. Belvidere Rd (IL 120) at Robert McClory Bike Path
  2. Deerfield Parkway at Buffalo Grove Bike Path
  3. Golf Road at Robert McClory Bike Path
  4. Grand Ave at Robert McClory Bike Path
  5. Washington St at Robert McClory Bike Path
- Collection Details
- Saturday
  - 13 hours at each location
  - 6AM-7PM CDT
  - Miovision Traffic Data Classification Guide
- Deliverable
- Data will be processed with a normal, 72-hour turnaround time and will be shared with the Client as soon as it is available.

### III. Project Schedule

GHA will schedule the work as soon as possible after written authorization to proceed.

### IV. Services Not Included

Should additional services be required or expanded beyond those outlined in Section II: Traffic Data Collection Services of this Agreement, GHA will request written authorization prior to commencing the work and the Client will be billed on a time-and-materials (T&M) basis in accordance with the current GHA Professional Services Hourly Rate Guide.

### V. Key Personnel

Mr. William J. Klewin, Director of Data Collection will serve as the Project Manager. Mr. Jarett M. Giesey will serve as the Data Collection Team Leader and Mr. Patrick M. Oster will serve as the Data Collection Processing Team Leader. The team will work with additional professional staff.

### VI. Compensation for Services

Based upon the scope of services and understanding of the requested work, GHA proposes to complete the work as described above for a lump sum fee as outlined below:

Item Description	Locations	Unit	Qty	Unit	Total Qty	Unit	Unit Price	Unit	Fee
A.1 TMC: Total Video Count is ≥ 24 Hours	7.0	ea	13.0	hr	91.0	hr	\$67.00	hr	\$6,097.00
A.2 Crosswalks (pedestrians & bicycles)	7.0	ea	13.0	hr	91.0	hr	\$3.50	hr	\$319.00
<b>Sub-total Professional Service Fees (A):</b>									<b>\$6,416.00</b>

Item Description	Locations	Unit	Qty	Unit	Total Qty	Unit	Unit Price	Unit	Fee
B.1 ATR - Video	20.0	lane	13.0	hr	260.0	hr	\$18.00	hr	\$4,680.00
<b>Sub-total Professional Service Fees (B):</b>									<b>\$4,680.00</b>
Item Description	Locations	Unit	Qty	Unit	Total Qty	Unit	Unit Price	Unit	Fee
C.10 Ped Pathway	5.0		13.0		65.0		\$3.50		\$228.00
<b>Sub-total Professional Service Fees (C):</b>									<b>\$228.00</b>
Item Description	Locations	Unit	Qty	Unit	Total Qty	Unit	Unit Price	Unit	Fee
D.1 TMC: Total Video Count is ≥ 24 Hours	2.0	ea	13.0	hr	26.0	hr	\$67.00	hr	\$1,742.00
<b>Sub-total Professional Service Fees (D):</b>									<b>\$1,742.00</b>
Item Description	Locations	Unit	Qty	Unit	Total Qty	Unit	Unit Price	Unit	Fee
E.1 ATR - Video	20.0	lane	13.0	hr	260.0	hr	\$18.00	hr	\$4,680.00
<b>Sub-total Professional Service Fees (E):</b>									<b>\$4,680.00</b>
Item Description	Locations	Unit	Qty	Unit	Total Qty	Unit	Unit Price	Unit	Fee
F.10 Ped Pathway	5.0		13.0		65.0		\$3.50		\$228.00
<b>Sub-total Professional Service Fees (F):</b>									<b>\$228.00</b>
<b>Total for Professional Service Fees:</b>									<b>\$17,974.00</b>

The proposed lump sum fee includes all necessary personnel, equipment, deployment, and processing to complete the data collection as described. Reimbursable expenses, including items such as photos, postage, messenger services, printing, truck usage and/or mileage, etc., are included in the lump sum fee.

GHA assumes the study will be completed within one deployment. If additional deployments are requested, an adjustment to the fee may be necessary. GHA will provide the Client a written estimate of any additional fees prior to commencing with such work.

Recounts will be completed at no charge to the Client for equipment failures.

Cancellations shall be made within 24-hours of the scheduled deployment to avoid fees.

The Client shall be responsible for delayed or cancelled work that is out of GHA's control such as construction, road closures, accidents, vandalism, or theft of equipment.

The Client shall be responsible for obtaining all required permits and to notify the applicable regulatory agencies prior to the scheduled deployment.

An invoice will be submitted upon completion of the study and will detail charges made against the project and services provided.

## VII. General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and Attachment A, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

## VIII. Authorization

By signing below, you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.

BLA, Inc.

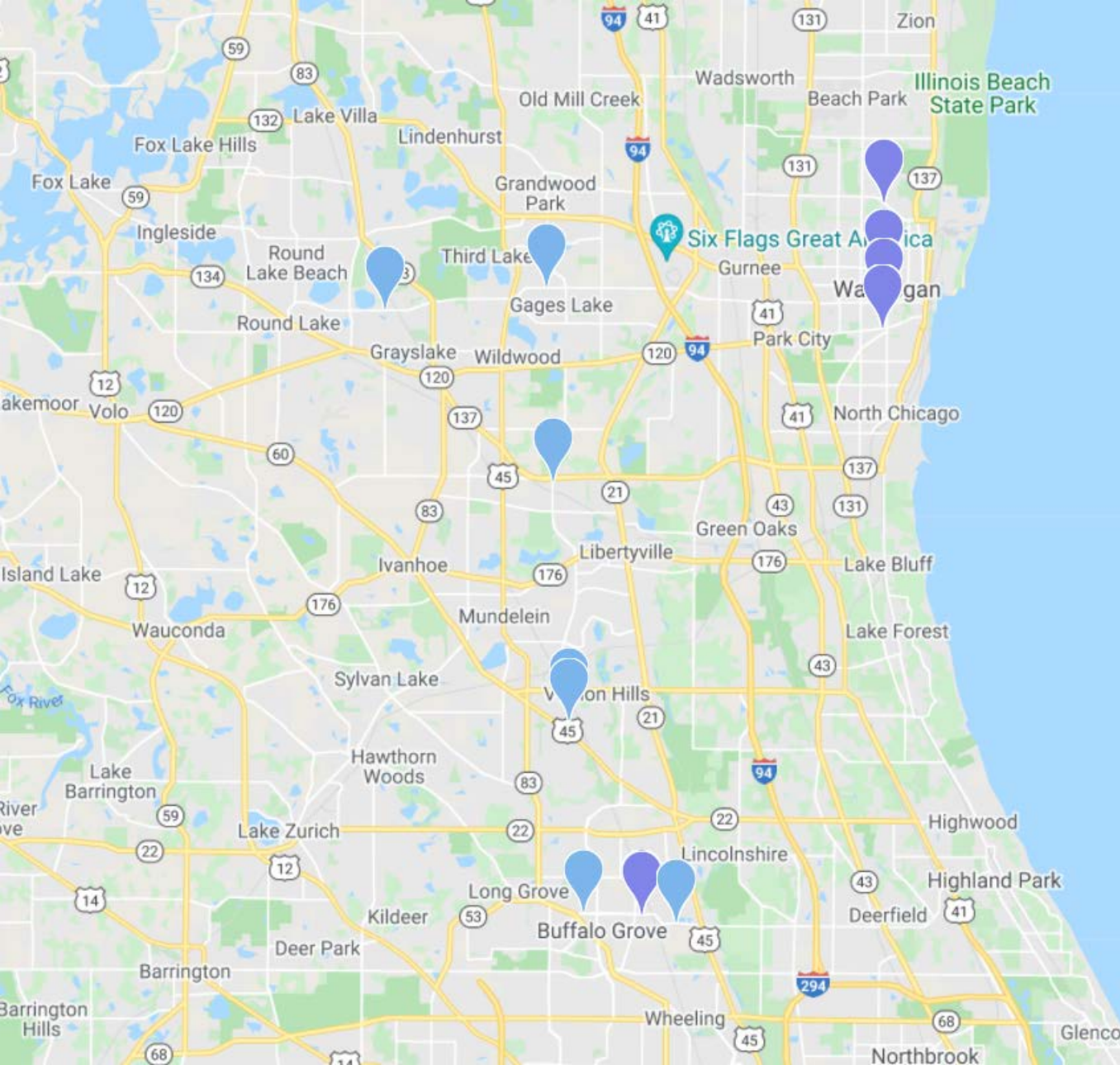


\_\_\_\_\_  
William J. Klewin  
Director of Data Collection

\_\_\_\_\_  
Ms. Lynn M. Means, PE, PTOE  
Senior Transportation Engineer

Date: \_\_\_\_\_

Enc.: Location Map  
GHA Hourly Rates  
Attachment A



**GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE:**  
**2021**

The following rates will remain in effect until December 31, 2021, at which time they are subject to an annual increase:

PRINCIPAL	\$ 222.00
CIVIL ENGINEER VI	\$ 190.00
CIVIL ENGINEER V	\$ 186.00
CIVIL ENGINEER IV	\$ 184.00
CIVIL ENGINEER III	\$ 165.00
CIVIL ENGINEER II	\$ 155.00
CIVIL ENGINEER I	\$ 135.00
LAND SURVEYOR IV	\$ 158.00
LAND SURVEYOR III	\$ 136.00
LAND SURVEYOR II	\$ 132.00
LAND SURVEYOR I	\$ 124.00
GIS PROFESSIONAL III	\$ 165.00
GIS PROFESSIONAL II	\$ 144.00
GIS PROFESSIONAL I	\$ 134.00
ENVIRONMENTAL CONS. II	\$ 140.00
ENVIRONMENTAL CONS. I	\$ 128.00
ENGINEERING TECHNICIAN V	\$ 184.00
ENGINEERING TECHNICIAN IV	\$ 140.00
ENGINEERING TECHNICIAN III	\$ 128.00
ENGINEERING TECHNICIAN II	\$ 112.00
ENGINEERING TECHNICIAN I	\$ 84.00
ADMINISTRATIVE I	\$ 68.00

Services provided under this Agreement will be billed according to the rates in effect at the time services are rendered.



**ATTACHMENT A TO GEWALT HAMILTON ASSOCIATES, INC.  
PROFESSIONAL SERVICES AGREEMENT**

**1. Standard of Care.** The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonably performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time when and the place where the services are provided. GHA will use reasonable care to comply with applicable codes and laws in effect at the time its services are provided.

**2. Duration of Proposal.** The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of the date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. The fees and terms of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall be subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement as provided for herein.

**3. Client Information.** Client shall provide GHA will all project criteria and full information for its Scope of Basic Services. GHA may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultants, contractors and subcontractors, without independently verifying that information.

**4. Payment.** Payments are due within 30 calendar days after a statement is rendered. Statements not paid within 60 calendar days of the end of the calendar month when the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. The provision for the payment of interest shall not be construed as authorization to pay late. Failure of the Client to make payments when due shall, in GHA's sole discretion, be cause for suspension of services without breach or termination of this agreement. Upon notification by GHA of suspension of services, Client shall pay in full all outstanding invoices within 7 calendar days. Client's failure to make such payment to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled to reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitations, attorney's fees and costs. GHA shall have no liability for any claims or damages arising from either suspension or termination of this Agreement due to Client's breach. The Client's obligation to pay for GHA's services is in no way dependent upon the Client's ability to obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client's completion of the project.

**5. Instruments of Service.** The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and all documents or electronic data, are instruments of service. GHA shall retain ownership rights over all original documents and instruments of service. All instruments of service provided by GHA shall be reviewed by Client within 10 calendar days of receipt. Any deficiencies, errors, or omissions the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Services. Failure to provide such notice shall constitute a waiver. The Client shall not reuse or make, or permit to be made, any modifications to the instruments of service without the prior written authorization of GHA. The Client waives all claims against GHA arising from any reuse or modification of the instruments of service not authorized by GHA. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any liability, damage, or cost, including attorneys' fees, arising from the unauthorized reuse or modification of the instruments of service by any person or entity. The parties agree that if elements of the Scope of Basic Services identified in this Agreement are reduced and/or eliminated by Client, then Client waives, releases and holds GHA harmless from all claims and damages arising from those reduced and/or eliminated services. If GHA's Scope of Basic Services does not include construction administration phase services, Client assumes responsibility for interpretation of the instruments of service and construction observation, and waives all claims against GHA for any act, omission or event connected thereto. Unless included in GHA's Scope of Basic Services, GHA shall not be liable for coordination with of the services of Client's other design professionals.

**6. Electronic Files.** The Client acknowledges that differences may exist between the electronic files delivered and the printed instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and the electronic files, the signed / sealed instruments of service shall control. GHA's electronic files shall be prepared in the current software GHA uses and will follow GHA's standard formatting unless the Scope of Basic Services requires otherwise. Client accepts that GHA makes no warranty that its software will be compatible with other systems or software.

**7. Applicable Codes.** The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possibly contradictory, interpretations. Client accepts that GHA does not warrant or guarantee that the Client's project will comply with interpretations of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for added project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulations applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completion of GHA's instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to comply with such interpretations. Client shall also compensate GHA for additional fees required to revise the instruments of service if Client changes the project scope after GHA's completes its instruments of service.

**8. Utilities and Soils.** When the instruments of service include information pertaining to the location of underground utility facilities or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained from visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or nature of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnished by third parties respecting utilities, underground conditions and soils without performing any independent verification. Contractor is solely responsible for utility locations, their markings in the field and their placement on the plans based on information they provided. Client agrees GHA is not liable for damages resulting from utility conflicts, mistaken utility locates, unfavorable soils, and concealed or unforeseen conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If not included in the Scope of Basic Services, such work will be compensated as additional services.

**9. Opinion of Probable Construction Costs.** GHA's Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecting construction costs,

**10. Contractor's Work.** Client agrees that GHA does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA is not responsible for the supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work, or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor is solely responsible for jobsite and worker safety and warrants that this intent shall be included in the Client's agreement with all prime contractors. The Client agrees that GHA and GHA's personnel and consultants (if any) shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in the performance of their work, and shall also be named as an additional insured on the Contractor's and subcontractors' general liability insurance policy. Client warrants that this intent shall be included in the Client's agreement with all prime contractors. If the responsible prime contractor's agreement fails to comply with the Client's intent then the Client agrees to assume the duty to defend and indemnify GHA for claims arising out of the Contractor's or subcontractors' negligence, errors or omissions in the performance of their work.

**11. Contractor Submittals.** Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GHA's consideration of a component does not constitute acceptance of an assembled item.

**12. Hazardous Materials.** Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contaminants or pollutants.

**13. Record Drawings.** If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.

**14. Disputes.** Client agrees to limit GHA's total aggregate liability to the Client for GHA's alleged acts, errors or omissions to \$50,000 or the amount of GHA's paid fees for its services on the project, whichever is greater. GHA's liability to Client shall be limited to twelve months from the last invoice submitted to Client by GHA, regardless of payment by Client. GHA makes no guarantees or warranties, either expressed or implied, including any warranty of habitability or fitness for a particular purpose. The parties agree to waive all claims against the other for any and all consequential damages, including attorneys' fees. The parties agree to waive against each other all rights and claims otherwise covered by property insurance, by builder's risk insurance or by all risk insurance, including but not limited to subrogation rights regardless of whether the claims arise during or post-construction and regardless of final payment to GHA.

All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute shall be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GHA mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessful, litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was pending. The controlling law shall be the law of the jurisdiction where the project was located. Client agrees that all causes of action under this Agreement shall be deemed to have accrued and all statutory limitations periods shall commence no later than the date of GHA's services being substantially completed. Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GHA's owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

**15. Miscellaneous.** Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.