


Municipality	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>	<b>C O N S U L T A N T</b>	Name Alfred Benesch & Company
Township				Address 35 W. Wacker
County Lake County – Division of Transportation		Preliminary Engineering Services Agreement For Non-Motor Fuel Tax Funds		City Chicago
Section 18-00999-55-ES				State IL

THIS AGREEMENT is made and entered into this 12<sup>th</sup> day of JUNE, 2018 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. 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 Curb Ramp Data Collection Project for Americans with Disabilities Act (ADA) Transition Plan

Route Various Length 0.00 Mi. 0.00 FT (Structure No. N/A)

Termini Curb Ramps throughout Lake County

Description:

Perform a survey, take measurements, assess and document all of the estimated 3000 curb ramp locations, Countywide.

**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:

Awarded Cost	Schedule for Percentages Based on Awarded Contract Cost	Percentage Fees
Under \$50,000		(see note)
		%
		%
		%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for all services rendered in accordance with this AGREEMENT at the actual cost of performing such work plus \* percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at the ENGINEER's actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided in section 1 of the ENGINEER AGREES. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus an additional service charge of up to five (5) percent.

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

**The Total Not-to-Exceed Contract Amount shall be \$214165.89**

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed. ~~in accordance with the following schedule:~~
- ~~a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by section 1 of the ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.~~
  - ~~b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.~~

By Mutual agreement, partial payments, ~~not to exceed 90 percent of the amount earned~~, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in sections 1 and 3 of the ENGINEER AGREES and prior to the completion of such services, the LA shall reimburse the ENGINEER for the ENGINEER's actual costs plus \_\_\_ percent incurred up to the time the ENGINEER is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of the LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of the ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus \_\_\_ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of the LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of the ENGINEER's responsibility to prepare a complete and adequate set of plans and specifications.

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**It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with section 4 of the LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that the ENGINEER has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that the ENGINEER 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 *Colin Wypkoff*  
Lake County Clerk



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

By *[Signature]*  
Title Chairman of the County Board

RECOMMENDED FOR EXECUTION

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

Executed by the ENGINEER:

ATTEST:  
By *Glossan Abdou*  
Title Senior Vice President

Alfred Benesch & Company  
Engineering Firm  
35 W. Wacker Drive, Suite 3300  
Street Address  
Chicago, IL 60601  
City, State

By *[Signature]*  
Title Senior Vice President

**Note: Five (5) Original Executed Contracts – (2) LCDOT; (2) IDOT District 1, Local Roads; (1) Consultant**

## **Scope of Services for LCDOT Curb Ramp Data Collection Project**

The scope of work for the Lake County curb ramp assessment project includes, but is not limited to:

- Inventory an estimated 3,000 ADA ramps on Lake County roads
- Assemble, prepare, and train team on electronic documentation system
- Travel to every relevant intersection in Lake County
- Determine if ramps need to be added or removed from LCDOT responsibility
- Inspect and document each curb ramp
- Complete LCDOT checklist for each ramp
- Photograph each ramp
- Complete the ramp inventories for all 3,000 ramps by October 31, 2018
- Backup all documentation to Lake County GIS Server.
- Review data with LCDOT personnel

**Monitoring Report**

**CONSTRUCTION ENGINEERING SERVICES  
Curb Ramp Inventory**

**Alfred Benesch & Co.**

Position	Classification	2018		2019		2020		2021		2022		Total Months	Direct Labor Amount	Variance Days	Remain
		1-31	4-30	1-31	2-29	3-31	4-30	5-31	6-30	7-31	8-31				
Project Principal	Sr. Proj. Manager	1	1	1	1	1	1	1	1	1	1	12	\$278.52	0	\$443.07
Project Manager	Resident Project Manager II	2	2	2	2	2	2	2	2	2	2	24	\$417.38	0	\$665.94
Const. Rep.	Construction Representative III	180	180	180	180	180	180	180	180	180	180	2160	\$25,005.00	80	\$41,555.99
Const. Rep.	Construction Representative II	180	180	180	180	180	180	180	180	180	180	2160	\$23,849.00	60	\$38,110.70
Survey	Party Chief	100	100	100	100	100	100	100	100	100	100	1200	\$15,872.00	60	\$25,543.86
		500	500	500	500	500	500	500	500	500	500	6000	\$66,221.80	220	\$106,522.56

SCHEDULE  
Initial training and familiarization with LCDOT software  
Inventory approx. 800 ramps  
Inventory approx. 800 ramps  
Final Report  
Estimated date of Completion: 5/21/18 (Assumes 6/1/18 start)

L&O Amount: \$172,044.44  
Research Fee: \$27,121.44  
(Fee = 14.5% x (Direct Labor+Overhead+Direct Costs))  
Direct Costs: \$15,000.00

**TOTAL** \$214,165.89

**COST ESTIMATE OF CONSULTANT SERVICES**

EXHIBIT C

CONSTRUCTION ENGINEERING SERVICES  
Curb Ramp Inventory - Section D

ESTIMATE OF DIRECT COSTS

Alfred Benesch & Company

ITEM	UNIT	UNIT COST	QUANTITY	COST
VEHICLE	DAY	\$65	220	\$14,300
MOBILE PHONES	MONTH	\$0	0	\$0
JOB PHOTOGRAPHS / PR MATERIAL	MONTH	\$30	4	\$120
OVERNIGHT DELIVERY/POSTAL COURIER	MONTH	\$20	4	\$80
MISC.	LS	\$500	1	\$500

TOTAL \$15,000

Group Header 1 Consultant Regular Staff - Consolidated Location	Min	Max	Average
Sr Project Manager	\$66.00	\$80.00	\$69.63
Project Manager II	\$57.50	\$65.50	\$62.68
Project Manager I	\$45.00	\$59.20	\$50.60
Sr Project Engineer	\$44.50	\$51.00	\$48.00
Project Engineer II	\$39.50	\$45.80	\$42.14
Project Engineer I	\$35.40	\$39.50	\$37.39
Senior Designer	\$41.50	\$43.30	\$42.40
Designer II	\$32.60	\$34.70	\$34.00
Designer I	\$33.20	\$33.30	\$33.25
Sr Resident Project Manager	\$64.00	\$64.20	\$64.10
Resident Project Manager II	\$48.50	\$56.00	\$52.17
Resident Project Manager I	\$42.00	\$43.50	\$42.75
Sr. Constr. Representative	\$42.40	\$52.50	\$48.16
Constr. Representative III	\$35.70	\$37.90	\$37.15
Constr. Representative II	\$31.30	\$36.70	\$34.07
Resident Project Assistant	\$28.20	\$29.80	\$29.00
Sr Surveyor	\$49.20	\$49.20	\$49.20
Sr Party Chief	\$41.20	\$41.20	\$41.20
Party Chief	\$32.30	\$33.00	\$32.65
Sr Inspector	\$33.30	\$44.20	\$38.75
Sr Technical Specialist	\$44.00	\$52.00	\$47.23
Technical Specialist II	\$37.20	\$37.20	\$37.20
Sr Technologist	\$35.50	\$45.00	\$40.25
Technologist II	\$34.00	\$34.00	\$34.00
Intern	\$23.00	\$23.00	\$23.00
Office Manager	\$31.20	\$31.20	\$31.20
Project Assistant I	\$16.50	\$26.50	\$21.50
Office Assistant	\$17.80	\$17.80	\$17.80





# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

May 15, 2018

Subject: PRELIMINARY ENGINEERING  
Consultant Unit  
Prequalification File

Elizabeth Gallagher  
BENESCH, ALFRED & CO.  
35 W. Wacker Drive  
Suite 3300  
Chicago, IL 60601

Dear Elizabeth Gallagher,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending May 28, 2017. Your firm's total annual transportation fee capacity will be \$75,200,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 159.80% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Office of Quality Compliance and Review in a pre-award audit.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until May 28, 2018. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,  
Jack Elston, P.E.  
Bureau Chief  
Bureau of Design and Environment

## SEFC PREQUALIFICATIONS FOR BENESCH, ALFRED & CO.

CATEGORY	STATUS
Special Services - Construction Inspection	X
Structures - Highway: Typical	X
Structures - Highway: Advanced Typical	X
Structures - Railroad	X
Structures - Highway: Simple	X
Structures - Highway: Complex	X
Structures: Major River Bridges	X
Structures - Moveable	X
Geotechnical Services - Complex Geotech/Major Foundation	X
Geotechnical Services - General Geotechnical Services	X
Special Studies - Traffic Signals	X
Special Studies - Signal Coordination & Timing (SCAT)	X
Transportation Studies - Railway Engineering	X
Special Studies - Safety	X
Location Design Studies - New Construction/Major Reconstruction	X
Special Studies - Pump Stations	X
Location Design Studies - Rehabilitation	X
Highways - Freeways	X
Special Studies - Feasibility	X
Special Services - Landscape Architecture	X
Transportation Studies - Mass Transit	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Special Services - Electrical Engineering	X
Highways - Roads and Streets	X
Special Services - Surveying	X
Special Services - Sanitary	X
Geotechnical Services - Structure Geotechnical Reports (SGR)	X
Environmental Reports - Environmental Impact Statement	X
Environmental Reports - Environmental Assessment	X
Special Studies - Traffic Studies	X
Airports - Construction Inspection	X
Airports - Planning & Special Services	X

Airports - Design	X
Special Studies - Lighting: Complex	X
Special Studies - Lighting: Typical	X
Special Studies - Location Drainage	X
Hydraulic Reports - Waterways: Typical	X
Hydraulic Reports - Waterways: Complex	X
Hydraulic Reports - Pump Stations	X

X PREQUALIFIED

A NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.

S PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST



# Lake County Illinois

**Certified Copy**

**resolution: 18-0620**

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**File Number: 18-0620**

Joint resolution authorizing an agreement for professional engineering services with Alfred Benesch and Company, Chicago, Illinois, for curb ramp data collection required for the American with Disabilities Act (ADA) transition plan, in an amount of \$214,615.89, appropriating \$260,000 of ¼% Sales Tax for Transportation funds for these engineering services, and designated as Section 18-00999-55-ES.

## **RESOLUTION**

**WHEREAS**, Lake County's Risk Management Department is preparing an ADA Transition Plan to comply with current federal and state ADA regulations; and

**WHEREAS**, the Division of Transportation (DOT) will complete an inventory of existing curb ramp locations throughout the County's right-of-way as part of this work; and

**WHEREAS**, DOT employees collected data on approximately 600 locations during the winter of 2017-2018; and

**WHEREAS**, DOT desires to complete the remaining data collection on approximately 3,000 locations; and

**WHEREAS**, it is advisable that a consultant engineering firm be employed to provide said engineering services; and

**WHEREAS**, Lake County, by and through its DOT, has selected a professional engineering services firm in accordance with the Local Government Professional Services Selection Act, 50 ILCS 510/1 et. seq.; and

**WHEREAS**, Alfred Benesch and Company, Chicago, Illinois, are consulting engineers skilled in the provision of said engineering services; and

**WHEREAS**, an appropriation of funds is required.

**NOW, THEREFORE BE IT RESOLVED** by this Lake County Board, that Alfred Benesch and Company, Chicago, Illinois, be employed to complete the data collection required for the ADA Transition Plan, in the amount of \$214,615.89, and that the County Board Chair, the County Clerk and the County Engineer of Lake County are authorized and are directed to execute, on behalf of Lake County, an agreement for consultant engineering services between Lake County and Alfred Benesch and Company, Chicago, Illinois, for the aforementioned project work, a draft copy of which is attached hereto, and such authorization shall include any necessary

subsequent amendments.

**BE IT FURTHER RESOLVED** that the County Engineer shall transmit, in writing, the final agreement, and any amendments, to be executed by the County Board Chair and the County Clerk.

**BE IT FURTHER RESOLVED** that there is hereby appropriated \$260,000 of ¼% Sales Tax for Transportation funds for these engineering services and designated as Section 18-00999-55-ES.

**BE IT FURTHER RESOLVED** that this agreement be administered in accordance with Chapter 605, Act 5, Section 5-205.2 of the Illinois Compiled Statutes without further Board action, providing the final contract cost chargeable under the funds appropriated does not exceed the appropriation.

**DATED** at Waukegan, Illinois, on June 12, 2018.

I, Carla N. Wyckoff, in and for said Lake County, Illinois, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify that this is a true copy of resolution No. 18-0620, passed by the Lake County Board on 6/12/2018.

Attest:



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Carla N. Wyckoff

JUN 14 2018

Date Certified