

Village of Grayslake Transportation Agreement, Fairground Property Traffic
Impact Study: Consultant Agreement

Accounts Payable (1) cert.
Transportation (3) cert.

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS
ADJOURJNED REGULAR JUNE, A.D. 2007 SESSION

JULY 10, A.D., 2007

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

A Joint Resolution by the Public Works and Transportation Committee and the Financial & Administrative Committee authorizing the Chair of the County Board, the County Clerk, and the County Engineer to execute an agreement for consulting engineering services between Lake County and Civiltech Engineering, Inc., Itasca, Illinois, for the provision of a traffic impact study in accordance with the Grayslake Transportation Agreement providing for the development of the existing fairgrounds situated within the Village of Grayslake at a maximum cost of services described of \$58,910.00. This resolution also appropriates \$60,000.00 of Matching Tax funds for this study designated as 07-00276-00-ES.

WE RECOMMEND adoption of this Resolution.

Respectfully submitted,

	Aye	Nay		Aye	Nay
<u>Maureen O'Kelly</u> ✓ Chair	_____	_____	<u>Maureen O'Kelly</u> ✓ Chair	_____	_____
<u>Paul J. [Signature]</u> ✓ Vice-Chair	_____	_____	<u>Paul J. [Signature]</u> ✓ Vice-Chair	_____	_____
<u>Michael A. Cullbert</u> ✓	_____	_____	<u>Michael A. Cullbert</u> ✓	_____	_____
<u>Ann B. Maine</u> ✓	_____	_____	<u>Ann B. Maine</u> ✓	_____	_____
<u>[Signature]</u> ✓	_____	_____	<u>[Signature]</u> ✓	_____	_____
<u>[Signature]</u> ✓	_____	_____	<u>[Signature]</u> ✓	_____	_____

Public Works and Transportation Committee

Financial and Administrative Committee

RESOLUTION

WHEREAS, the free flow of traffic along Center Street (*County Highway 77*), IL Rte. 120, and US Rte. 45 is beneficial to the safety and welfare of the Village of Grayslake and Lake County; and

WHEREAS, this County Board of Lake County, Illinois, by prior resolution at its meeting of August 9, 2005, entered into an agreement with the Village of Grayslake for improvements to the above-said roadways, future access to said roadways and other area wide improvements necessitated by the proposed development of the fairgrounds situated within the Village of Grayslake; and

WHEREAS, in accordance with terms and conditions of said agreement, the Village of Grayslake will provide funding to have the County Engineer have prepared a traffic impact study regarding said proposed development; and

WHEREAS, it is advisable that a consulting engineering firm be employed to provide said traffic impact study; and

WHEREAS, Lake County, by and through its Division of Transportation, 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, Civiltech Engineering, Inc., Itasca, Illinois, are consulting engineers skilled in the provision of said traffic impact studies.

NOW, THEREFORE BE IT RESOLVED BY this County Board of Lake County, Illinois, that Civiltech Engineering, Inc., Itasca, Illinois, be employed to provide said traffic impact study and that the Chair of the County Board, the County Clerk, and the County Engineer of Lake County are authorized and they are hereby directed to execute on an agreement for consultant engineering services between Lake County and

Civiltech Engineering, Inc., Itasca, Illinois. The County Engineer shall transmit in writing the final agreement to be executed by the Chair of the Lake County Board and the County Clerk.

BE IT FURTHER RESOLVED that there is hereby appropriated \$60,000.00 of Matching Tax funds for these engineering services designated as Section 07-00276-00-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 provided the final contract cost chargeable under the funds appropriated herein does not exceed the appropriation aforesaid.

Dated at Waukegan, Illinois
this 10th day of July 2007

*** DRAFT ***

Mr. Martin G. Buehler, P.E.
Director of Transportation/County Engineer
Lake County Division of Transportation
600 W. Winchester Road
Libertyville, Illinois 60048

**Re: Fairground/Farm Bureau Property
Traffic Impact Study**

Dear Mr. Buehler:

We are pleased to submit our Proposal/Agreement to furnish professional traffic engineering services in connection with preparation of a Traffic Impact Study for redevelopment of the Fairground/Farm Bureau Property located in Grayslake, Illinois. The Traffic Impact Study will be prepared in accordance with the requirements detailed in the Agreement for Transportation Improvements between the Village of Grayslake and the County of Lake (Fairground/Farm Bureau Property) dated August 16, 2005. The study will also meet the requirements of Section 12.1 (Traffic Impact Study) of the LCDOT Highway Access Regulation Ordinance.

I. PROJECT BACKGROUND

The proposed development site is approximately 111 acres in size and is located on the northwest quadrant of the intersection of IL Route 120 and U.S. Route 45, south of Center Street. The proposed development is anticipated to consist of a regional shopping center that could be as large as 1.5 million square feet of leasable area. A shopping center that large, even with reductions for pass-by trips, could attract 23,000 to 30,000 new vehicle trip-ends to the surrounding street network each day.

Both IL Route 120 and U.S. Route 45 are predominantly 2-lane state highways that presently carry between 20,000 and 28,000 vehicles per day. They both have been designated as Strategic Regional Arterial (SRA) highways by the Illinois Department of Transportation. The SRA system of arterial highways is intended to supplement the Chicago area regional expressway system in accommodating long-distance, high-volume vehicular traffic. SRA routes are planned and designed to favor traffic mobility over land access.

A Feasibility Study will commence soon within the IL Route 120 corridor, to be conducted by the Route 120 Corridor Planning Council (CPC). The goal of the study is to investigate alternatives for improving IL Route 120. One of the alternatives will be construction of an IL

DRAFT

Route 120 Bypass. The bypass alternative in the project area would parallel existing IL Route 120 about one-quarter mile to the south.

Center Street is a 2-lane Lake County Division of Transportation (LCDOT) highway. In order to be successful, this development project must meet with the approval of several public agencies, including IDOT, LCDOT and the Village of Grayslake.

II. STUDY APPROACH

A regional development of this size will affect traffic volumes over a large area of the street network. The Transportation Agreement executed by Lake County and the Village of Grayslake has defined the limits of the roadway impact area. That area is depicted on Exhibit A. The study approach will include the following major work tasks:

1. **Quantify Existing Traffic Volumes** - Existing weekday P.M. peak hour traffic volumes will be quantified at 23 key signalized and unsignalized intersections within the Roadway Impact Area (see Exhibit A). Saturday afternoon peak hour counts will be quantified at 13 intersections, and 24-hour machine traffic counts will be performed at 6 locations.
2. **Evaluate Existing and 2010 No-Action Intersection Levels of Service** - Existing and 2010 No-Action Levels of Service will be calculated at key intersections within the Roadway Impact Area. The estimated time of completion for the center is 2010, so the 2010 No-Action Levels of Service at these locations will be used as a benchmark to measure the impacts of the development. Levels of Service will be calculated for the weekday P.M. peak hour for all study locations, and for the Saturday afternoon peak hour for selected locations.
3. **Review Proposed Site Plan** - The proposed shopping center site plan will be reviewed to verify its conformance with requirements of the Transportation Agreement and IDOT SRA standards.
4. **Traffic Impact Study** - A Traffic Impact Study will be prepared in accordance with LCDOT standards and will include trip generation and traffic assignment analyses. For the purposes of this study, it will be assumed that an IL Route 120 Bypass (if one is recommended by the IL Route 120 Feasibility Study) would not be in place before completion of the shopping center development. Therefore, the *existing* roadway network will have to accommodate site-generated traffic volumes.

The Traffic Impact Study will determine what, if any, improvements are necessary at signalized intersections within the Roadway Impact Area to restore existing Levels of Service at these locations with the addition of site-generated traffic.

5. **Traffic Simulation** - Because of the relatively close spacing of shopping center access locations to existing signalized intersections along IL Route 120, U.S. Route 45 and Center Street, intersection capacity analyses alone will not be sufficient to identify traffic impacts. The interactions between closely spaced intersections must also be evaluated. In order to accomplish this, computerized traffic simulations for the roadway network adjacent to the development will be prepared. It is anticipated that VISSIM modeling software will be utilized.
6. **Technical Memorandum** - A Technical Memorandum summarizing the results of the above studies will be prepared for review and approval by LCDOT, IDOT and the Village of Grayslake.
7. **Meetings and Coordination** - This work task will include up to 2 joint meetings with LCDOT and Village of Grayslake staff, 1 meeting with IDOT staff, and 1 meeting with the developer.

III. SCOPE OF ENGINEERING SERVICES

An Agreement for Preliminary Engineering Services with all required attachments is included with this letter. Please note that the scope of services does not include a Traffic Signal Warrant Analysis, preparation of Intersection Design Studies, a Sight Distance Analysis, or preparation of a Geometric Plan.

IV. PROJECT STAFF

We propose to assign the following key staff members to this project:

Principal-In-Charge:	Robert J. Andres, P.E., P.T.O.E.
Project Manager:	Mary L. Young, P.E., P.T.O.E.
Senior Project Engineer:	James R. Woods, P.E.
Design Engineer:	Brian R. DeSalle, P.E.

These individuals have recent experience working on similar projects, including many that involved the Illinois Department of Transportation and Lake County Division of Transportation. Resumes are available upon request.

V. COMPENSATION

The attached Agreement contains a cost estimate of consultant services, a detailed workhour estimate, and a detailed direct cost estimate used to develop our fee for this work. We propose to perform the work based upon a Cost Plus Fixed Fee up to a "not-to-exceed" maximum. Compensation for our work will be based upon actual labor dollars expended

times a factor of 2.87 to cover actual payroll, overhead and indirect costs, payroll burden and fringe benefit costs and profit. Direct costs such as printing, vehicle mileage costs will be billed at their actual costs. The maximum "not-to-exceed" fee will be **\$58,910**.

VI. EXTRA WORK

During the course of the project, it may become necessary to perform additional services beyond the scope of this contract including but not limited to attendance at additional meetings, additional traffic counts, additional traffic analyses, additional geometric analyses/plans, or additional plan, exhibit, and report revisions. Should some of this work become necessary, the additional fee for extra work would be billed on a time-and-material basis. No additional work would be commenced without obtaining client approval in advance. Billing rates are as follows:

Robert J. Andres, P.E., P.T.O.E.	\$70.00/hr. x 2.87 = \$200.90/hr.
Mary L. Young, P.E., P.T.O.E.	\$50.00/hr. x 2.87 = \$143.50/hr.
James R. Woods, P.E.	\$35.00/hr. x 2.87 = \$100.45/hr.
Brian R. DeSalle, P.E.	\$28.00/hr. x 2.87 = \$80.36/hr.

VII. PROJECT SCHEDULE

We propose to complete the draft Traffic Impact Study Technical Memorandum within 3 months of the date of notice to proceed and receipt of the proposed site plan. Upon review by LCDOT and IDOT, we anticipate completion of the final Technical Memorandum within 1 month of the receipt of comments.

We thank you for the opportunity to submit this proposal to the Lake County Division of Transportation, and look forward to working with you towards the successful completion of this project. If the attached Agreement is acceptable to you, please return one executed copy to us.

Very truly yours,

CIVILTECH ENGINEERING, INC.

Mary L. Young, P.E., P.T.O.E.

Local Agency Lake County Division of Highways	L O C A L A G E N C Y	Preliminary Engineering Services Agreement	C O N S U L T A N T	Consultant Civiltech Engineering, Inc.
County Lake County				Address 450 East Devon Avenue, Suite 300
Section				City Itasca
Project No.				State Illinois
Job No.				Zip Code 60143
Contact Name/Phone/E-mail Address Mr. Martin G. Buehler, P.E. 847.362.3950 mbuehler@co.lake.il.us				Contact Name/Phone/E-mail Address Mary L. Young, P.E., P.T.O.E. 630.773.3900 myoung@civiltechinc.com

THIS AGREEMENT is made and entered into this _____ day of _____, 2007 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Fairground/Farm Bureau Property Route N/A Length N/A Structure No. _____
Termini N/A

Description: This project includes traffic engineering services in connection with preparation of a Traffic Impact Study for redevelopment of the Fairground/Farm Bureau Property located in Grayslake, Illinois.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 90 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBITS A-F. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A 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.
5. That the ENGINEER is qualified technically and is entirely 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 herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. 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 STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- a) 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 me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - b) 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) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - e) have 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 indicted 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 (e) and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

10. Scope of Services to be provided by the ENGINEER

- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
- Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
- Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
- Design and/or approve cofferdams and superstructure shop drawings.
- Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
- Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
- Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data to compete "Type-Studies" of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
- Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
- Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
- 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.
- To perform the engineering consulting services as defined in the attached Exhibits A through F, specifically the Scope of Services included as Exhibit B, and made part of this agreement.
- Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LOCAL AGENCY AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of cost plus fixed fee or specific rate. The total compensation for this shall not exceed **\$58,910**.
3. To pay the ENGINEER in the following manner:
 - a) To pay for services stipulated in Section I, Item 10 inclusive at actual cost of performing such work plus 153.86 percent to cover profit, overhead, and readiness to serve ___ "actual cost" being defined as actual payrolls. Traveling and other out-of-pocket expenses for additional services will be reimbursed to the ENGINEER at his actual cost. The maximum retainage shall not exceed 10 percent of the Total Agreement Amount. The retainage shall be 10 percent of the sums earned and held until the LA approves the Traffic Study Project Technical Memorandum, and then reduced to zero. If the LA chooses to delay acceptance of the services due to no fault of the ENGINEER or if a small part of the services must be delayed appreciably (such as right-of-way staking or checking of structural shop drawings), the LA may elect to reduce the retainage to zero. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraphs cited above. The maximum "not-to-exceed" fee for this work shall be **\$58,910**.
 - b) The classifications of the employees used in the work should be consistent with the employee classifications and estimated manhours shown in EXHIBITS A through F. 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 service shall be commensurate with the work performed.
 - c) That, should the LA require changes in any of the detailed plans, specifications, or estimates, except for those required pursuant to Section I 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 153.86 percent to cover profit, overhead, and readiness to serve ___ "actual cost" being defined as in paragraph 1 above plus direct expense and subconsultant expenses. It is understood that "changes" used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.
 - d) That payments due the ENGINEER for services rendered in accordance with this agreement will be made as soon practicable after the services have been performed upon receipt of a monthly invoice from the ENGINEER.
 - e) That should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in Section I, Item 10 and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual cost plus 153.86 percent plus reimburse the ENGINEER for any direct costs and/or subconsultant expense incurred up to the time he is notified in writing of such abandonment ___ "actual cost" being defined as in paragraph "3a" above.
4. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any 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 DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by 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 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, 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 LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.
3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE 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.
4. 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 LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.

5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, 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 STATE; 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 STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. 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 save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. These indemnities shall not be limited by the listing of any insurance policy.
8. 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 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 material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 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 State 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 or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other 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 a contract or grant of \$5,000 or more from the State, as defined in 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 the 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 five (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 of maintaining 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 by,
- (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.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. 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 DOT assisted contracts. 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 LA deems appropriate.

Executed by the LA:

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

Clerk

Title: _____

(SEAL)

Recommended for Execution:

Approved Division of Transportation:

Date

Date

Martin G. Buehler, P.E.
Director of Transportation/County Engineer

Executed by the ENGINEER:

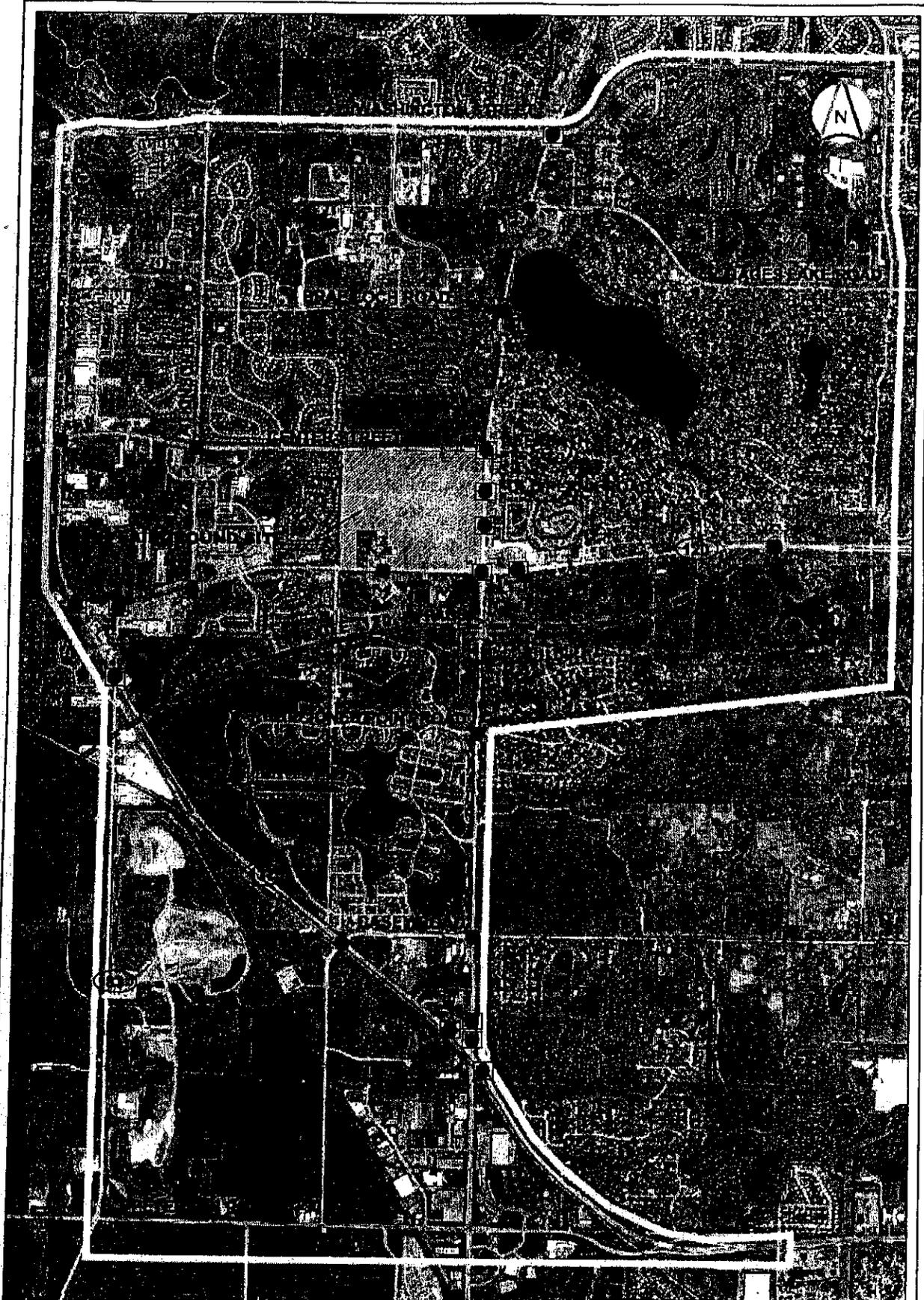
ATTEST:

By: _____

By: _____

Title: Treasurer

Title: President



LEGEND

- WEEKDAY P.M. PEAK HOUR COUNTS
- SATURDAY AFTERNOON COUNTS
- 24 HOUR MACHINE COUNTS
- ROADWAY IMPACT AREA

Lake County Fairgrounds
Traffic Impact Study

**ROADWAY IMPACT AREA /
PROPOSED TRAFFIC
COUNT LOCATIONS**

CIVILTECH

Scale: 1" = 500'

EXHIBIT B

SCOPE OF ENGINEERING SERVICES Fairground/Farm Bureau Property Traffic Impact Study

The following is the proposed scope of engineering services:

A. Data Collection

1. Obtain proposed Site Plan, as well as a detailed estimate of anticipated land uses of the development, including estimated building square footages for each use.
2. Obtain existing study area roadway plans from the public agencies if available.
3. Obtain existing traffic count data from the public agencies if available.
4. Obtain existing traffic signal timing information from the public agencies.
5. Obtain and review any other planned and proposed development studies in the vicinity of the development site.
6. Obtain and review the latest Village of Grayslake Comprehensive Plan.
7. Review the SRA concept plans for IL Route 120 and U.S. Route 45.
8. Conduct field visits to proposed site. Observe traffic operations on roadways in the vicinity of the site during the weekday P.M. peak period. Photograph as necessary.
9. Obtain weekday P.M. peak hour intersection turning movement counts at the 23 intersections depicted on Exhibit A.
10. Obtain Saturday P.M. peak hour intersection turning movement counts at the 13 intersections depicted on Exhibit A.
11. Obtain 24-hour machine counts at the 6 locations depicted on Exhibit A.

- B. **Traffic Impact Study** - A traffic impact study will be conducted that meets the requirements in Section 12.1 of the LCDOT *Highway Access Regulation Ordinance*. One site plan alternative will be analyzed. The study will analyze full build-out conditions only and will include the following:

1. Prepare a Location Map, Site Plan, and schematic Existing Roadway Configurations exhibit.
2. Summarize existing traffic volumes in the impact area for the weekday P.M. peak hour and the Saturday peak hour, as well as the average daily traffic volumes on surrounding streets. Prepare a 2007 Existing Traffic exhibit for the study area.
3. Based on 2007 existing traffic volumes and area-wide growth projections, estimate background traffic volumes at the time of completion of the shopping center development, which is assumed to be 2010. Prepare a 2010 Background Traffic (2010 No-Action) exhibit for the study area.
4. Determine the anticipated number of vehicle trip ends that will be generated by full build-out of the development during the weekday P.M. peak hour and the Saturday peak hour using the proposed site plan and trip generation rates published in the latest Institute of Transportation Engineers (ITE) *Trip Generation Manual*.
5. Determine how trips will be distributed to points within the Roadway Impact Area depicted on Exhibit 1. Assign site-generated traffic to the proposed site access driveways and the adjacent roadway network based on the assumed distribution percentages. Prepare a Site-Generated Traffic exhibit containing both the P.M. peak hour and the Saturday peak hour traffic volumes.
6. Add the Site-Generated traffic volumes to the 2010 Background Traffic volumes to create a 2010 Background Plus Site-Generated Traffic exhibit.
7. Conduct P.M. peak hour and Saturday peak hour intersection capacity analyses for the intersections identified on Exhibit A for the 2007 Existing Traffic conditions.
8. Conduct P.M. peak hour and Saturday peak hour intersection capacity analyses for the intersections identified on Exhibit A for the 2010 Background Traffic (2010 No-Action) conditions.
9. Conduct P.M. peak hour and Saturday peak hour intersection capacity analyses for the study area intersections for the 2010 Background Plus Site-Generated Traffic conditions.
10. Conduct P.M. peak hour and Saturday intersection capacity analyses for up to three signalized and two unsignalized site access intersections for the 2010 Background Plus Site-Generated Traffic conditions.
11. Develop geometric recommendations based on the potential need for capacity and/or safety improvements at each of the 23 intersections identified in the Roadway Impact Area. Based on the extend of improvement needs at

individual intersections, recommendations will be made for improvements to roadway segments between intersections to provide safe and efficient traffic operation. Only full build-out condition recommendations will be made.

12. Develop geometric recommendations based on the potential need for capacity and/or safety improvements at up to five site access points. Only full build-out conditions recommendations will be made.
13. Prepare a schematic Recommended Roadway and Access Configurations exhibit based on the above findings.

C. Traffic Simulation

1. Prepare VISSIM traffic simulations for the sections of IL Route 120, U.S. Route 45 and Center Street adjacent to the proposed development for the following scenarios:
 - 2010 No-Action Weekday P.M. peak hour.
 - 2010 No-Action Saturday peak hour.
 - 2010 Full Build-out Weekday P.M. peak hour.
 - 2010 Full Build-out Saturday peak hour.

D. Technical Memorandum

1. A draft written report in the form of a technical memorandum will be prepared and submitted to the LCDOT, IDOT and the Village of Grayslake (two copies each) for review and comment.
2. The draft Technical Memorandum will be revised based on agency comments and a final Technical Memorandum will be submitted to the LCDOT, IDOT and the Village of Grayslake (two copies each), as well as to the developer.
3. If necessary, the Technical Memorandum will be revised one time, based on developer input. The revised Technical Memorandum will be resubmitted to the reviewing agencies and the developer (two copies each).

E. Meetings and Coordination - The following meetings will be attended. This item includes preparation and follow-up documentation activities.

1. Two joint meetings with LCDOT and the Village of Grayslake.
2. One meeting with IDOT.
3. One meeting with the developer.

Lake County Division of Transportation
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Exhibit C
COST ESTIMATE OF CONSULTANT SERVICES

Consultant: Civiltech Engineering, Inc.

ITEM	NUMBER OF WORK-HOURS (a)	PAYROLL (b)	OVERHEAD & FRINGE BENEFITS (c)	IN-HOUSE DIRECT COSTS (d)	SUB-TOTAL (b+c+d+e)	NET FEE (f)	SERVICES BY OTHERS (g)	TOTAL (e+f+g=h)	% OF TOTAL (i)
ITEM A	260	\$ 6,634	\$ 10,204	\$ 1,293	\$ 18,131	\$ 2,212	\$ -	\$ 20,343	34.5%
ITEM B	120	\$ 3,730	\$ 5,737	\$ -	\$ 9,467	\$ 1,244	\$ -	\$ 10,711	18.2%
ITEM C	100	\$ 3,040	\$ 4,676	\$ -	\$ 7,716	\$ 1,014	\$ -	\$ 8,730	14.8%
ITEM D	120	\$ 4,100	\$ 6,307	\$ 155	\$ 10,562	\$ 1,367	\$ -	\$ 11,929	20.2%
ITEM E	60	\$ 2,506	\$ 3,855	\$ -	\$ 6,361	\$ 836	\$ -	\$ 7,196	12.2%
Totals	660	\$ 20,010	\$ 30,779	\$ 1,448	\$ 52,237	\$ 6,673	\$ -	\$ 58,910	100.0%

- (a) See Exhibit D for Detailed Workour Estimate
- (b) See Exhibit E for Average Hourly Rates
- (c) Overhead Rate = 153.86% of Payroll
- (d) See Exhibit F for Detailed Direct Costs
- (f) Profit (Net Fee) = 14.5% of (2.3 x Payroll)
- (g) See Exhibit F for Services By Others

Date: January 26, 2007

Cost Estimate of Consultant Services
Exhibit C

**Lake County Division of Transportation
Fairground/Farm Bureau Property Traffic Impact Study**

**Exhibit D
DETAILED WORKHOUR ESTIMATE**

Item	Task Description	Workhours	Direct Costs	Subconsultant Cost
ITEM A				
	Data Collection			
1.	Obtain site plan.	1		
2.	Obtain record roadway plans.	1		
3.	Obtain existing traffic count data.	1		
4.	Obtain existing traffic signal timing information.	1		
5.	Obtain and review other planned developments in study area.	2		
6.	Obtain and review latest Village comprehensive plan.	2		
7.	Review SRA concepts for IL Route 120 and U.S. 45.	4		
8.	Conduct field visits to site.	12		
9.	Obtain weekday P.M. peak hour counts at 23 intersections.	140		
10.	Obtain Saturday peak hour counts at 13 intersections.	78		
11.	Obtain 24-hour machine counts at 6 locations.	18		
	Sub-Total Item A =	260	\$1,293	
ITEM B				
	Traffic Impact Study			
1.	Prepare Location Map, Site Plan, and Existing Roadway Configurations exhibits.	20		
2.	Reduce traffic count data and prepare 2007 Existing Traffic exhibit.	10		
3.	Estimate background traffic growth and prepare 2010 Background Traffic exhibit.	6		
4.	Perform Trip Generation calculations for the weekday P.M. peak hour and the Saturday peak hour.	4		
5.	Perform trip distribution and assignment analysis, and prepare a Site-Generated Traffic exhibit.	6		
6.	Add site-generated traffic to 2010 background traffic and prepare a 2010 Total Traffic exhibit.	4		
7.	Conduct weekday P.M. peak hour and Saturday peak hour intersection capacity analyses for 2007 existing conditions.	8		
8.	Conduct weekday P.M. peak hour and Saturday peak hour intersection capacity analyses for 2010 background traffic conditions.	8		
9.	Conduct weekday P.M. peak hour and Saturday peak hour intersection capacity analyses for 2010 total traffic conditions.	8		
10.	Conduct weekday P.M. peak hour and Saturday peak hour intersection capacity analyses for up to 3 signalized and 2 unsignalized site access points under 2010 total traffic conditions.	8		
11.	Develop geometric recommendations at 23 intersections and for roadway segments between intersections.	16		
12.	Develop geometric recommendations at up to 5 site access points.	12		
13.	Prepare a Recommended Roadway and Access Configurations exhibit.	10		
	Sub-Total Item B =	120		
ITEM C				
	Traffic Simulation			
	Prepare VISSIM traffic simulations for the sections of IL Route 120, U.S. Route 45, and Center Street adjacent to proposed			
1.	2010 No-Action, weekday P.M. peak hour.	37		
2.	2010 No-Action, Saturday peak hour.	21		
3.	2010 Full Build-out, weekday P.M. peak hour.	21		
4.	2010 No-Action, Saturday peak hour.	21		
	Sub-Total Item C =	100		
ITEM D				
	Technical Memorandum			
1.	Prepare a Draft Technical Memorandum.	50		
2.	Print, Copy, Bind, and Deliver to LCDOT, Grayslake, and IDOT.	2		

**Lake County Division of Transportation
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**Exhibit D
DETAILED WORKHOUR ESTIMATE**

Item	Task	Description	Workhours	Direct Costs	Subconsultant Cost
	3.	Revise Draft Technical Memorandum and prepare a Final Technical Memorandum.	32		
	4.	Print, Copy, Bind, and Deliver to LCDOT, Grayslake, IDOT, and the developer.	2		
	5.	Revise Final Technical Memorandum one time if necessary based on Developer comments.	32		
	6.	Print, Copy, Bind, and Deliver to LCDOT, Grayslake, IDOT, and the developer.	2		
		Sub-Total Item D =	120	\$155	
ITEM E		Meetings and Coordination			
	1.	Prepare for and attend two meetings with LCDOT and Grayslake.	28		
	2.	Prepare for and attend one meeting with IDOT.	16		
	3.	Prepare for and attend one meeting with the developer.	16		
		Sub-Total Item E =	60		
TOTALS			660	\$1,448	

Lake County Division of Transportation
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Exhibit E
 AVERAGE HOURLY RATES

CLASSIFICATION	AVG HOURLY RATE	ITEM A Data Collection		ITEM B Traffic Impact Study		ITEM C Traffic Simulation		ITEM D Technical Memorandum		ITEM E Meetings and Coordination	
		% PART	WEIGHTED RATE	% PART	WEIGHTED RATE	% PART	WEIGHTED RATE	% PART	WEIGHTED RATE	% PART	WEIGHTED RATE
Principal-In-Charge	\$70.00	0.0%	\$ -	3.3%	\$ 2.33	2.0%	\$ 1.40	5.0%	\$ 3.50	26.7%	\$ 18.67
Project Manager	\$50.00	0.0%	\$ -	3.3%	\$ 1.67	2.0%	\$ 1.00	5.0%	\$ 2.50	0.0%	\$ -
Senior Project Engineer	\$35.00	5.4%	\$ 1.88	25.0%	\$ 8.75	16.0%	\$ 5.60	46.7%	\$ 16.33	36.7%	\$ 12.83
Design Engineer II	\$28.00	33.1%	\$ 9.26	55.0%	\$ 15.40	80.0%	\$ 22.40	38.3%	\$ 10.73	38.7%	\$ 10.27
Design Engineer I	\$25.00	27.7%	\$ 6.92	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Technician	\$22.00	33.8%	\$ 7.45	13.3%	\$ 2.93	0.0%	\$ -	5.0%	\$ 1.10	0.0%	\$ -
AVERAGE PAYROLL RATE		100.0%	\$ 25.52	100.0%	\$ 31.08	100.0%	\$ 30.40	100.0%	\$ 34.17	100.0%	\$ 41.77

**Lake County Division of Transportation
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**Exhibit F
DETAILED DIRECT COSTS
AND SERVICES BY OTHERS**

Item #	Description	No.	Units	Cost/Unit	In-House Costs	Services by Others
ITEM A	Data Collection					
	Mileage for manual counts (36 trips at 65 mi./ trip)	2,340	miles	\$ 0.485	\$ 1,134.90	\$ -
	Mileage for machine counts (3 trips at 65 mi./ trip)	195	miles	\$ 0.485	\$ 94.58	\$ -
	Mileage for field visits (2 trips at 65 mi./ trip)	130	miles	\$ 0.485	\$ 63.05	\$ -
			ITEM A Total		\$ 1,292.53	\$ -
ITEM D	Technical Memorandum					
	Mileage for deliveries (4 trips at 80 mi./trip)	320	miles	\$ 0.485	\$ 155.20	\$ -
			ITEM D Total		\$ 155.20	\$ -
In-House Direct Cost Total =					\$ 1,447.73	
Services by Others Cost Total =						\$ -