2007 Pavement Management System; Field Testing: Consultant Agreement

Agenda Item # 26

Accounts Payable (2) cert.
Transportation (3) cert.

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

ADJOURNED REGULAR JUNE, A.D., 2007 SESSION

AUGUST 14, A.D. 2007

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

A joint resolution by the Public Works and Transportation Committee and Financial and 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 Infrastructure Management Services, Arlington Heights, Illinois for the annual pavement testing services and associated components for the County's Pavement Management System at a maximum cost of services described of $55,000.00. The resolution appropriates $65,000.00 of Matching Tax Funds to provide for the County's cost and designated as Section 07-00219-00-ES.

We RECOMMEND adoption of this Resolution.

Respectfully submitted,

	Aye	Nay		Aye	Nay
Chair	✓		Chair	X	
Vice-Chair	✓		Vice-Chair	✓	
	✓			✓	
	✓			✓	
	✓				
	✓			X	
Public Works and Transportation Committee			**Financial and Administrative Committee**		

RESOLUTION

WHEREAS, the county highway system of Lake County consists of approximately 839 lane miles of pavement; and

WHEREAS, said pavements have a replacement cost of approximately $1.3 billion; and

WHEREAS, the county annually makes investments to keep said system in a serviceable condition; and

WHEREAS, on January 14, 1986, this County Board of Lake County authorized the Chairman of the County Board to execute an agreement for professional engineering services with Infrastructure Management Services, Arlington Heights, Illinois, said agreement providing for the implementation of a pavement management system; and

WHEREAS, said pavement management system, entitled Argus, by the Lake County Division of Transportation, has been beneficial to the county as a whole; and

WHEREAS, it is presently advisable to perform annual pavement testing to approximately one quarter of the designated county highway system in order to update the computer data base within Argus and to install associated pavement management system components; and

WHEREAS, Lake County by and through it 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. sec.)*; and

WHEREAS, Infrastructure Management Services, Arlington Heights, Illinois, was the original supplier of said database information and continue to be consulting engineers skilled in the pavement testing services necessary to update the database within Argus.

NOW, THEREFORE BE IT RESOLVED BY this County Board of Lake County, Illinois, that Infrastructure Management Services, Arlington Heights, Illinois, be employed to deliver pavement testing services to approximately one quarter of the designated county highway system in order to update the database within Argus and to install associated pavement management system components, and that the Chairman of the County Board, the County Clerk and the County Engineer of said County are hereby directed to execute of behalf of Lake County, an agreement for consultant services between Lake County, Illinois and Infrastructure Management Services. 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 $65,000.00 of Matching Tax funds for their engineering services. The project is designated as Section 07-00219-00-ES.

Dated at Waukegan, Illinois
this 14th day of August 2007

MUNICIPALITY **TOWNSHIP** **COUNTY** LAKE **SECTION** 07-00219-00-ES	L O C A L A G E N C Y	AGREEMENT FOR ENGINEERING STUDY MOTOR FUEL TAX FUNDS	C O N S U L T A N T	**NAME** IMS INFRASTRUCTURE MANAGEMENT SERVICES **ADDRESS** 1895-D ROHLWING ROAD **CITY** ROLLING MEADOWS **STATE** ILLINOIS

THIS AGREEMENT is made and entered into this **14th** day of **AUGUST, 2007** between the above Local Agency (LA) and the Consultant (ENGINEER) and covers certain professional engineering services in connection with the County of Lake Pavement Management Program, which is an annual study to enable the county to more nearly optimize return on investment of pavement maintenance funds. 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 "DEPARTMENT", will be used entirely or in part to finance ENGINEER services as described under AGREEMENT PROVISIONS.

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 improvement hereinbefore described, and checked below:

   a.(X) To perform testing of roads in the fall of 2007 as itemized below for approximately 200 lane miles of roads (25% of the approximate 800 lane miles under County jurisdiction) designated by the Public Agency in compliance with department policy of the Illinois Department of Transportation. The following operations are necessary to update the computer database contained in the County pavement management system:
      (1). Laser Road Surface Testing (RST) generated pavement inventory
      (2). Environmental study
      (3). RST surface condition survey
      (4). Dynamic deflection testing
      (5). GIS linkage
      (6). Re-order roadway sections in database

   b.(X) To furnish resulting test data, properly compiled, on compact disc.

   c.(X) Complete items 1a and 1b to the satisfaction of the LA and DEPARTMENT by **December 10, 2007** for the fall 2007 testing. Fall testing may not be started until **September 17, 2007**.

2. That all data and test results furnished by the ENGINEER, pursuant to this AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such data and test results shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.

DRAFT

3. To provide 12 months of software maintenance at a total cost of $2,400.00, effective from **November 30, 2007** to **November 30, 2008**.

4. To attend conferences at any reasonable time when requested to do so by representatives of the LA or the DEPARTMENT.

5. In the event data or test results are found to be in error, the ENGINEER agrees that he will perform corrections without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the LA.

6. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

7. The ENGINEER shall update and modify as necessary the linkage between the pavement management programs and databases and the LA's ArcView maps to insure the updated field data and other information operated with ArcView programs and maps and the LA's pavement management software program. The consultant shall make all necessary changes to the LA's electronic map which may include the creation of new map segments/arcs or the concatenation of map segments/arcs within the existing map. In the event that new roads have been added by the LA and have been added to the LA's electronic map, the ENGINEER shall create a linkage where pavement management field data is available. The ENGINEER shall not be required to add new road segments or arcs to the map, all new road segments or arcs shall be provided by the LA.

THE LA AGREES,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1c, 2, 3, 4, and 5 in accordance with the following unit price schedule:

   Continuous laser RST Surface Condition survey, inventory, environmental survey with output in increments of 10 sections per lane mile at the unit price of $140.00 per lane mile;

   Dynamic deflection testing at the rate of 10 tests per lane mile at the unit price of $9.00 per test.

   GIS linkage – review and adjustments at the unit price of $2.25 per test section.

   Re-order roadway sections in the database at a not to exceed cost of $2000.00.

   Total price for services rendered will not exceed $55,000.00.

2. To pay for any additional services at actual cost of performing such work plus 130 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 his actual cost.

   For any work paid for other than by unit price, the classification 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.

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 except that payment for Paragraph #3 of the 'Engineer Agrees' will be as soon as practicable.

   The frequency of partial payments shall not exceed one per month.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1c and prior to the completion of such services, the LA shall reimburse the ENGINEER for the percentage of the work completed up to the time he is notified in writing of such abandonment.

5. That, should the LA require changes, 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 130 percent to cover profit, overhead, and readiness to serve -- "actual cost" being defined as in paragraph 2 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare complete and adequate tests and data.

6. To supply the Department with two (2) copies of the Pavement Management Report generated by the Pavement Management Software Program.

7. To provide the following:

   a. Project limits and road map for performing the various data collection operations.

   b. A safety vehicle, when requested, to provide protection for the Dynaflect testing operation on heavily traveled roads or those in hilly terrain.

IT IS MUTUALLY AGREED,

1. That any difference between the ENGINEER and the LA concerning the 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 his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all data previously collected, 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 the ENGINEER warrants that he 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 he 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.

4. That the "SPECIAL PROVISION FOR EMPLOYMENT PRACTICES" appended to this agreement as attachment one is incorporated as an article of this agreement

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:
RECOMMENDED FOR EXECUTION:

_____
County Engineer

ATTEST:

By _____

_____Clerk

(SEAL)

Lake County of the
(Municipality/Township/County)

State of Illinois, acting by and

through its County Board _____,
(Date)

By _____

Title: Chairman of County Board

APPROVED

On behalf of the Illinois Department of Transportation pursuant to Agreement of Understanding dated January 22, 2003.

District Engineer, County Engineer of Lake County

Date:_____ 19

Executed by the ENGINEER:

ATTEST:

By _____
David E. Butler
Title: Technical Services Manager

(SEAL)

By _____
Stephen Smith
Title: President

CERTIFICATION OF ENGINEER

The ENGINEER certifies that he/she and his/her principals have not been barred from signing this AGREEMENT as a result of a violation of Sections 33E-3 and 33E-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Revised Statutes).

7-19-2007
Date

_____
Signature

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
EMPLOYMENT PRACTICES

Effective: January 1, 1999

In addition to all other labor requirements set forth in this proposal and in the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

Selection of Labor. The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

Equal Employment Opportunity. During the performance of this contract, the Contractor agrees as follows:

(a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(b) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, martial status, physical or mental handicap or unfavorable discharge from military service.

That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with so such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(e) That it will submit reports as required by the Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(g) That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

AUTHORIZE ENGINEERING AGREEMENT + APPROP.

LakeCounty

Division of Transportation

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

600 W. Winchester Road
Libertyville, Illinois 60048-1381
Phone 847-362-3950
Fax 847-362-5290

Memo

To: Tom Dixon **File:** Pavement Management

From: Darrell Kuntz **Sect:** 07-00219-00-ES

Subject: Request for Appropriation, Contract Approval **Date:** 7/20/07

Project Name: Annual pavement testing contract for pavement management system with Infrastructure Management Services, Rolling Meadows, Illinois.	
Project Limits: Approximately ¼ of the County highway system. This year we will test the NW quadrant of the County.	
Description: Provide deflection testing, laser road surface testing, software maintenance, and GIS linkage of pavement management data.	
Section Number: 07-00219-00-ES	
Engineering Estimate: Final	$55,000.00

CPMS Report:

Version Number and Date: Example: Ver. 3b, 6/30/2006) → (Appears on bottom of CPMS report)	Ver. 2m, 6/28/2007	
Project PIN number: (example: B-00567) →	Pin # B-00184	
Programmed Amount & Fund(s) for Engineering: (From CPMS)	$55,000.00	MT
		MFT
		MFT
		MFT

Appropriation Request

Appropriation Request For: Engineering	Estimated Cost	$55,000.00
	+20% for Contingency	$10,000.00
	Total Request*	$65,000.00

*Round the request total to the nearest $5,000.00

Target Let Date: 8/1/07 PWTC 8/8/07 FC **8/14/07 CB**

Additional Notes: Five IMS executed contracts are attached.