

Washington Street Bridges - Consultant Engineering Services:
Appropriation

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

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS
ADJOURNED REGULAR SEPTEMBER, A.D. 2007 SESSION
NOVEMBER 13, A.D., 2007

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

A joint resolution authorizing the Chair of the County Board, the County Clerk, and the County Engineer to execute an agreement for consultant engineering services between Lake County and TranSystems Corporation, Schaumburg, Illinois, for the provision of Phase II Engineering Services (*Design Engineering*) for the rehabilitation of the bridges carrying Washington Street (*County Highway 45*) over the Des Plaines River at a maximum cost of services described of \$139,767.74. This resolution appropriates \$170,000.00 of County Bridge Tax funds for these engineering services designated as Section 06-00067-16-BR.

WE RECOMMEND adoption of this Resolution.

	Aye	Nay		Aye	Nay
<u>Ann O'Kelly</u> ✓			<u>Ann O'Kelly</u> x		
Chair			Chair		
<u>David S.</u>			<u>Ann Flannery</u> ✓		
Vice-Chair			Vice-Chair		
<u>Michael Platt</u> ✓			<u>Debra J.</u> ✓		
<u>Ann B. Mung</u> ✓			<u>Sharon M.</u>		
<u>Verese D.</u> ✓			<u>Ann O'Kelly</u> ✓		
<u>Susan L. Prud'homme</u> ✓					
			<u>[Signature]</u> x		
Public Works and Transportation Committee			Financial and Administrative Committee		

RESOLUTION

WHEREAS, Washington Street (*County Highway 45*) from Illinois Route 21 to Greenleaf Avenue (*County Highway 72*) is a designated route on the County Highway system; and

WHEREAS, the two bridges carrying Washington Street (*County Highway 45*) over the Des Plaines River were originally constructed in 1973; and

WHEREAS, this County Board of Lake County, Illinois, at its meeting of October 10, 2006, authorized the execution of a consulting engineering agreement between Lake County and Parson Engineers, Chicago, Illinois, for the evaluation of the two bridges carrying Washington Street (*County Highway 45*) over the Des Plaines River; and

WHEREAS, this evaluation of said bridges is now complete and indicates each of the two bridges need to be rehabilitated; and

WHEREAS, it is advisable a consulting engineering firm be employed to provide Phase II Engineering Services (*Design Engineering*) for the rehabilitation of the two bridges carrying Washington Street (*County Highway 45*) over the Des Plaines River; 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, TranSystems Corporation, Schaumburg, Illinois, are consulting engineers skilled in the provision of said Phase II Engineering Services (*Design Engineering*).

NOW, THEREFORE BE IT RESOLVED BY this County Board of Lake County, Illinois, that TranSystems Corporation, Schaumburg, Illinois, be employed to provide said Phase II Engineering Services (*Design Engineering*) and that the Chair of the County Board, the County Clerk, and the County Engineer of Lake County are authorized and they are directed to execute on behalf of Lake County, an agreement for consultant engineering services between Lake County and TranSystems Corporation, Schaumburg, 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 \$170,000.00 of County Bridge Tax funds for these engineering services designated as Section 06-00067-16-BR.

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 and the funds appropriated herein does not exceed the appropriation aforesaid.

Dated at Waukegan, Illinois
this 13th day of November 2007

Municipality	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name TranSystems
Township			Address 1051 Perimeter Drive, Suite 1025
County Lake			City Schaumburg
Section 06-00067-16-BR			State IL

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and test. 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 Washington Street

Route CH45 (A22) Length 0.04 Mi. 211.79 FT (Structure No. 049-0114)
049-0115

Termini Des Plaines River Bridge

Description:

Prepare contract plans for the bridge rehabilitation of the Washington Street Bridge over the Des Plaines River for inclusion in the Washington Street Reconstruction from Illinois Route 21 to U.S. Route 41 contract plans.

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, 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 five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate 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.

Note: Four copies to be submitted to the Regional Engineer

- 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.

- (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 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 he will perform such work 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 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 him and will show his professional seal where such is required by law.

The LA Agrees,

To pay for services as described in the attached scope of work on a cost plus fixed fee basis up to a not-to-exceed fee of \$139,767.74.

- 1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost Under \$50,000	Percentage Fees <hr/> Cost Plus Fixed Fee Basis <hr/> Not To Exceed \$139,767.74 <hr/> Upper Limit <hr/> <hr/>	(see note)
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Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

- 2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at 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 his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. * - See Exhibit B

"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.

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 paragraphs 1a through 1g under 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 paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus _____ percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES. * - See Exhibit B
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 his responsibility to prepare a complete and adequate set of plans and specifications. * - See Exhibit B

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 his 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 he/she 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/she 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 quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Lake County of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

County Board

Lake County Clerk

By _____

(Seal)

Title Chairman of the County Board

Recommended for Execution:

By _____

Martin G. Buehler, P.E.

Title Director of Transportation
County Engineer

Executed by the ENGINEER:

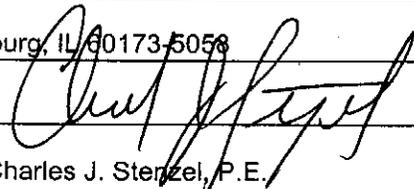
TranSystems

1051 Perimeter Drive, Suite 1025

ATTEST:

Schaumburg, IL 60173-5058

By 

By 

Jeffrey R. Hall, P.E.

Charles J. Stenzel, P.E.

Title Assistant Vice President

Title Vice President

Approved

Date

Department of Transportation

Regional Engineer

County Engineer

On behalf of IDOT pursuant to Agreement

Of Understanding dated January 22, 2003

EXHIBIT A

SCOPE OF ENGINEERING SERVICES

EXHIBIT A - PROJECT SCOPE

Washington Street over the Des Plaines River
Bridge Rehabilitation
Section No. 06-00067-16-BR

The purpose of the project is to complete contract plans and documents for the bridge rehabilitation of the Washington Street Bridge over the Des Plaines River for inclusion in the Washington Street Reconstruction from Illinois Route 21 to U.S. Route 41 contract plans and documents. The bridge rehabilitation work will follow the Bridge Condition Report dated October 2007 prepared by Parsons Transportation Group and the Des Plaines River Bridge Work Memo dated August 30, 2007 prepared by TranSystems. It is assumed that a pre-final and final submittal will be required for the Bridge Work on a May 2008 letting. It is assumed the staging revisions are not required and that the eastbound bridge will be rehabilitated one lane at a time under the current staging. It is assumed that no additional permits are required for the bridge work other than incorporating the bridge work in the SMC watershed development permit.

1 Pre-Final Bridge Work

- A Attend meetings and coordinate the bridge work (3 meetings anticipated)
- B Review Bridge Condition Report
 - 1 Visit site
 - 2 Verify inspection
 - 3 Identify scope of bridge work
- C Prepare Pre-Final Bridge Contract Plans (10 sheets)
 - 1 General Plan and Elevation
 - 2 General Notes and Bill of Material
 - 3 Construction Staging
 - 4 Deck Plan and Section
 - 5 Superstructure Details (Parapets, Expansion Joints)
 - 6 Bearing Details
 - 7 Jacking Details
 - 8 Abutment Repairs
 - 9 Pier Repairs
 - 10 Miscellaneous Details (Retaining Wall)
- D Prepare Pre-Final Bridge Special Provisions
- E Prepare Pre-Final Bridge Quantities
- F Revise Pre-Final Roadway Contract Plans due to bridge work
 - 1 Removal Plan (1 sheet)
 - a Revise removals at bridge approach to match proposed parapets
 - 2 Plan and Profile (2 sheets)
 - a Revise profile to account for bridge overlay
 - 3 Drainage Plan and Profile (2 sheets)

EXHIBIT A - PROJECT SCOPE

Washington Street over the Des Plaines River
Bridge Rehabilitation
Section No. 06-00067-16-BR

- a Revise drainage for revised profile
- 4 Intersection Paving Plan (1 sheet)
 - a Revise paving plan for revised profile
- 5 Roadway Details (1 sheet)
 - a Revise details at bridge to match proposed parapets
- 6 Superelevation Details (1 sheet)
 - a Revise details for revised profile
- 7 Cross Sections (8 sheets)
 - a Revise cross sections for revised profiles

- G Revise Pre-Final Roadway Special Provisions

- H Revise Pre-Final Roadway Quantities

- I Revise SMC watershed permit to include bridge work

- 2 Final Bridge Work
 - A Prepare Final Bridge Contract Plans (10 sheets)
 - B Prepare Final Bridge Special Provisions
 - C Prepare Final Bridge Quantities

EXHIBIT B

COST ESTIMATE OF CONSULTANT SERVICES

EXHIBIT C

LRS11

CHECK SHEET #LRS11

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, marital 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.

CHECK SHEET #LRS11

- (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.

November 2, 2007

Mr. Martin G. Buehler, P.E.
Director of Transportation/County Engineer
Lake County Division of Transportation
600 West Winchester Road
Libertyville, IL 60048-1381

Attention: Mr. Daniel F. Helgren, P.E.
Project Engineer

Reference: Washington Street Bridge Rehabilitation
Over the Des Plaines River
Section 06-00067-16-BR

Dear Mr. Helgren:

We are pleased to submit for your review and approval five (5) copies of the Agreement to Furnish Professional Phase II Engineering Services for the reference project. We have included the following items in our submittal:

- Scope of Engineering Services - Exhibit A
- Cost Estimate of Consultant Services - Exhibit B
- LRS11 – Exhibit C

Thank you for the opportunity to serve you on this important project. If you have any questions please call.

Very truly yours,

Jeffrey R. Hall, P.E.

enclosures