

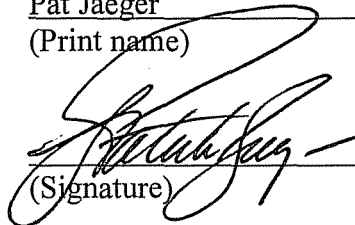
DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: Agreement for Traffic Engineering Assistance (TEA) Services

Submitted by: Linda Haines

Date Submitted: December 20, 2007

Examined by: Pat Jaeger
(Print name)


(Signature)

(Date)

Comments: _____

Chairman signed: Yes No 2-14-08
(Date)

Document returned to: Co. Clerk

**AN AGREEMENT BETWEEN THE COUNTY OF KANE AND
CEMCON, LTD. FOR TRAFFIC ENGINEERING ASSISTANCE
KANE COUNTY SECTION NO. 07-00364-00-EG**

PURCHASE ORDER # _____

This AGREEMENT, made this 13th day of February 2008 between the County of Kane, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY"), and Cemcon, Ltd., an Illinois Licensed Professional Engineering Corporation, with offices at 2280 White Oak Circle, Suite 100, Aurora, Illinois 60502-9675 (hereinafter referred to as the "CONSULTANT"). The COUNTY and the CONSULTANT are sometimes hereinafter collectively referred to as the "PARTIES" and individually as a "PARTY".

WITNESSETH

WHEREAS, it is deemed to be in the best interest of the COUNTY and the motoring public to improve and maintain the various highways throughout Kane County; and,

WHEREAS, the COUNTY desires to provide professional assistance to the Kane County Division of Transportation (KDOT) Traffic Engineering staff to assist in performing various traffic engineering related tasks (hereinafter referred to as the "PROJECT"); and,

WHEREAS, in order to accomplish the PROJECT it is necessary to retain the services of a professional engineering firm to perform Traffic Engineering Assistance (hereinafter "TEA") services for the PROJECT; and,

WHEREAS, the CONSULTANT has experience and professional expertise in TEA services and is willing to perform said services for the PROJECT for an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00); and,

WHEREAS, the COUNTY has determined that it is in the COUNTY'S best interest to enter into this AGREEMENT with the CONSULTANT.

NOW, THEREFORE, in consideration of the above stated preambles, the mutual covenants and agreements herein set forth, the PARTIES do hereby mutually covenant, promise, agree and bind themselves as follows:

1.0 INCORPORATION

1.1 All of the preambles set forth hereinabove are incorporated into and made part of this AGREEMENT.

2.0 SCOPE OF SERVICES

2.1 Services for the PROJECT are to be provided by the CONSULTANT according to the specifications set forth in Exhibit "A" which is attached hereto and incorporated herein. The services are sometimes hereinafter also referred to as the "work".

3.0 NOTICE TO PROCEED

3.1 Authorization to proceed with the work described and as otherwise set forth in Exhibit "A" shall be given on behalf of the COUNTY by the Kane County Engineer, in the form of a written notice to proceed (hereinafter "Notice to Proceed"), following execution of this Agreement by the County Board Chairman of the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

4.1 The prior written approval of the Kane County Engineer shall be required before any technical sub-consultants are hired by the CONSULTANT to perform any of the work.

4.2 Any such sub-consultants shall be hired and supervised by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultants in the same manner and with the same liability as if performed by the CONSULTANT.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work on the PROJECT as directed in the Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed prior to the date of the Notice to Proceed or after termination of this AGREEMENT.

5.2 Within ten (10) days after the Notice to Proceed is mailed or otherwise transmitted to the CONSULTANT, the CONSULTANT shall submit a schedule for completion of the PROJECT. The schedule is subject to approval by the County Engineer.

6.0 COMPENSATION

6.1 The COUNTY shall only pay the CONSULTANT for work performed and shall pay only in accordance with the provisions of this AGREEMENT.

6.2 For work performed, the COUNTY shall pay the CONSULTANT based upon the hourly rates set forth in Exhibit "B", which is attached hereto and incorporated herein and which rates includes overhead and profit.

6.3 For direct expenses, the COUNTY shall pay the CONSULTANT for supplies and materials required for the completion of all work defined in the exhibit(s) attached hereto.

6.4 For direct expenses, the CONSULTANT shall include copies of receipts from suppliers for expendable materials with its invoice to the COUNTY. Computer charges will not be allowed as direct expenses.

6.5 Within 45 days of receipt, review and approval of properly documented invoices, the COUNTY shall pay or cause to be paid to the CONSULTANT partial payments of the compensation specified in this AGREEMENT. Payment will be made in the amount of sums earned less previous partial payments. However, the COUNTY reserves the right to hold back a sum equal to five percent (5%) of the total contract sum to ensure performance satisfactory to the Kane County Engineer.

6.6 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not exceed Seventy-Five Thousand Dollars (\$75,000).

7.0 DELIVERABLES.

7.1 The CONSULTANT shall provide the COUNTY, prior to the termination of this AGREEMENT, or at such time as the Kane County Engineer directs, any required deliverables related to work performed under this AGREEMENT.

7.2 Upon receipt, review and acceptance of all deliverables by the COUNTY (if required), final payment will be made to the CONSULTANT by the COUNTY.

8.0 CONSULTANT'S INSURANCE

8.1 The CONSULTANT shall, during the term of this AGREEMENT and as may be required thereafter, maintain, at its sole expense, insurance coverage including:

- A. Worker's Compensation Insurance in the statutory amounts.
- B. Employer's Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) each accident/injury and Five Hundred Thousand Dollars (\$500,000) each employee/disease.
- C. Commercial General Liability Insurance, (including contractual liability) with limits of not less than One Million Dollars (\$1,000,000) per occurrence bodily injury/property damage combined single limit; Two Million Dollars (\$2,000,000) excess liability coverage in the aggregate for injury/property damage combined single limit and Two Million Dollars (\$2,000,000) in the aggregate for products-completed operations.
- D. Commercial Automobile Liability Insurance with minimum limits of at least One Million Dollars (\$1,000,000) for any one person and One Million Dollars (\$1,000,000) for any one occurrence of bodily injury or property damage.
- E. Professional Errors and Omissions Insurance with a minimum limit of One Million Dollars (\$1,000,000).

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S certificates of insurance before issuance of the Notice to Proceed. The CONSULTANT shall provide the COUNTY and maintain a certificate of insurance for its General Liability Policy which certificate shall include the COUNTY as additional named insured. The additional insured endorsement included on the CONSULTANT'S Commercial General Liability policy will provide the following:

- A. That the coverage afforded the additional insured will be primary insurance for the additional insured with respect to claims arising out of operations performed by or on behalf of the CONSULTANT;
- B. That if the additional insured has other insurance which is applicable to the loss, such other insurance will be only on an excess or contingent basis;
- C. That the amount of the CONSULTANT'S liability under the insurance policy will not be reduced by the existence of such other insurance; and,
- D. That the certificate of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, nor renewal refused until at least thirty (30) days prior written notice has been given to COUNTY.

8.3 The insurance required to be purchased and maintained by CONSULTANT shall be provided by an insurance company acceptable to the County with an AM Best rating of A- or better, and licensed to do business in the State of Illinois; and shall include at least the specified coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater. In no event shall any failure of the COUNTY to receive policies or certificates of insurance or to demand receipt of the same be construed as a waiver of the CONSULTANT'S obligation to obtain and keep in force the required insurance.

9.0 INDEMNIFICATION.

9.1 To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the COUNTY, and its officials, directors, officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including but not limited to court costs and attorney's fees, arising out of or resulting from performance of the work, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the CONSULTANT, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, excluding any proportionate amount of any claim, damage, loss or expense which is caused by the negligence of the COUNTY. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity, which would otherwise exist as to a PARTY or person described in this paragraph. In claims against the COUNTY

and its officials, directors, officers, agents, and employees by an employee of the CONSULTANT, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or a sub-consultant under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents, and employees, from defending through the selection and use of their own agents, attorneys and experts, to defend any claims, actions or suits brought against them.

9.3 If any errors, omissions, intentional or negligent acts are made by the CONSULTANT or sub-consultant in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY.

9.4 Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for the quality of the work, nor of the CONSULTANT'S liability for loss or damage to property or persons resulting therefrom.

10.0 SATISFACTORY PERFORMANCE.

10.1 The CONSULTANT'S and sub-consultant's standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets or exceeds the quality and standards commonly accepted in the industry in the Chicago Metropolitan area.

11.0 CONFLICT OF INTEREST.

11.1 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.

11.2 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Purchasing Act; and further certifies that it has not been barred from contracting with a unit of State or Local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, 1992, Chapter 720, paragraph 5/33E-3).

12.0 OWNERSHIP OF DOCUMENTS.

12.1 The CONSULTANT agrees that all survey data, reports, drafting, studies, specifications, estimates, maps and computations prepared by the

CONSULTANT under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY within ninety (90) days of written request therefor.

12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT.

13.0 COMPLIANCE WITH STATE AND OTHER LAWS.

13.1 The CONSULTANT and sub-consultants will comply with all State, Federal and Local statutes, ordinances and regulations; and will obtain all permits as are applicable.

13.2 The CONSULTANT and any sub-consultants shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice.

14.0 MODIFICATION OR AMENDMENT.

14.1 The terms of this AGREEMENT may only be modified or amended by a written document duly executed by both PARTIES.

15.0 TERM OF THIS AGREEMENT.

15.1 The term of this AGREEMENT shall begin on the date this AGREEMENT is fully executed and shall continue in full force and effect until the earlier of the following occurs:

A. The PARTY'S termination of this AGREEMENT in accordance with the terms of Section 16.0; or,

B. Upon the 275th day after March 1, 2008 (The fee payable to the CONSULTANT for services rendered shall be for 275 calendar days during the periods from March 1, 2008 through November 30, 2008 as set forth on Exhibit A attached hereto).

15.2 In the event the required calendar days are exceeded and/or anticipated personnel requirements are not adequate and remaining funds are not sufficient to complete the PROJECT, adjustments in total compensation to the CONSULTANT may be determined through negotiation between the COUNTY and the CONSULTANT. The COUNTY shall however, have no obligation to agree to any such adjustment.

15.3 March 1, 2008 shall be the first calendar day for this AGREEMENT. In the event the PROJECT work is suspended as recorded on the "Report of Starting and

Completion Date," the calendar days for this AGREEMENT will also be suspended for a like amount of time.

- 15.4 In the County's sole discretion, the term of this AGREEMENT may be extended for a period for one year and shall continue in full force and effect until either PARTY'S termination of this AGREEMENT in accordance with section 16.0 or November 30, 2009, which ever occurs first.

16.0 TERMINATION ON WRITTEN NOTICE.

- 16.1 Except as otherwise set forth in this AGREEMENT, the CONSULTANT shall have the right to terminate this AGREEMENT for cause upon serving sixty (60) days written notice upon the COUNTY.

- 16.2 The COUNTY may terminate this AGREEMENT at any time upon written notice to the CONSULTANT.

- 16.3 Upon termination of this AGREEMENT, the obligations of the PARTIES to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Notwithstanding anything in this AGREEMENT to the contrary however, the obligations of the CONSULTANT to indemnify and hold harmless the COUNTY as provided for in Section 9.0 of the AGREEMENT shall survive the termination of this AGREEMENT.

- 16.4 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, as a result of this AGREEMENT shall become the property of the COUNTY.

17.0 ENTIRE AGREEMENT.

- 17.1 This AGREEMENT contains the entire AGREEMENT between the parties.

- 17.2 There are no other covenants, promises, conditions or understandings, either oral or written, other than those contained herein.

18.0 NON-ASSIGNMENT.

- 18.1 This AGREEMENT shall not be assigned by either PARTY without prior written approval by the other PARTY not requesting the assignment.

19.0 SEVERABILITY.

- 19.1 In the event any provision of this AGREEMENT is held to be unenforceable for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT, which will remain in full force and effect and enforceability in accordance with its terms.

20.0 GOVERNING LAW.

20.1 This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance.

20.2 Venue for any dispute arising hereunder shall be in the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois.

21.0 NOTICE.

Any required notice shall be sent to the following addresses and party:

KANE COUNTY DIVISION OF TRANSPORTATION
41W011 Burlington Road
Saint Charles, IL 60175
Attn.: Carl Schoedel, P.E., Kane County Engineer


CEMCON, LTD.
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
Attn.: Bruce P. Talbot, P.E.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

COUNTY OF KANE


KAREN McCONNAUGHAY
CHAIRMAN, KANE COUNTY BOARD

CEMCON, LTD.


By: RICHARD V. SPECKMAN, P.E.
VICE PRESIDENT

ATTEST:

JOHN A. CUNNINGHAM
KANE COUNTY CLERK

ATTEST:


By: _____
SECRETARY

**TRAFFIC ENGINEERING ASSISTANCE
KANE COUNTY SECTION NO. 07-00364-00-EG**

EXHIBIT A - SCOPE OF SERVICES

The Consultant will provide traffic engineering assistance on an as-needed basis at locations to be determined by the County. The various services that may be provided are described below. Unless otherwise noted herein, payment will be made to the consultant on the basis of time & materials spent on each assignment, in accordance with the rates & costs listed on Exhibit B.

1. Speed Studies

Speed studies will be performed for both the AM and PM peak periods at specified locations. The speed study will be conducted by utilizing a radar gun. The study will require a minimum of 100 vehicles (in each direction) or a maximum of three hours of count, for each peak period. The results of the speed study will be tabulated with the prevailing speed and any necessary reduction factors in accordance with the County's policy for conducting speed studies. The results of the study will be provided to the County for review.

2. Multi-Way Stop Sign Warrant Analyses

A set of traffic counts will be performed for all approaches to the intersection. The counts will be performed for a 24-hour period during a typical workday utilizing the methodology described in the 2003 Edition of the *Manual on Uniform Traffic Control Devices (MUTCD)*, Section 2B.07. Based on the traffic count, an analysis of the volumes related to the MUTCD criteria will be performed. The results of the analysis will be summarized in memo format and delivered to the County for review.

3. Traffic Signal Warrant Analysis

Traffic signal warrant analysis shall be prepared utilizing the methodology described in the 2003 Edition of the *Manual on Uniform Traffic Control Devices (MUTCD)*, Section 4C. It is assumed warrants 1 through 8 will be analyzed for each location requested. The signal warrant analysis will include, at a minimum, machine counts for all approaches to the intersection. Pedestrian counts may be required where volumes are significant. No right turn factor will be applied for intersections that do not include any State routes. Warrant analyses for intersections that do include State routes would require a right turn factor and entail 12-hour manual turning movement counts. The results of the warrant analysis will be summarized and submitted to the County in memo format.

4. Ball Bank Studies

In order to ascertain the correct advisory speeds for various roadway sections, a ball bank indicator study will be performed. The study will be based on criteria outlined in the Institute of Transportation Engineers Traffic Engineering Manual. The results of the study will be summarized and delivered to KDOT for review.

5. Guardrail Analysis

A variety of services may be performed to assist the County in the evaluation of guardrails throughout the County. The services performed could entail any or all of the following:

- a. Topographic survey to determine the distance and size of fixed objects within the clear zone
- b. Survey of roadway backslopes and foreslopes within the clear zone
- c. Evaluation of existing guardrail installations
- d. Warrant for new guardrail installations in accordance with the latest edition of *The AASHTO Roadside Design Guide*.

The services to be performed would be determined on a case-by-case basis.

6. Accident Studies
Accident studies will be performed on an as-needed basis for various locations throughout the county. Accident reports will be provided by the county. At the time of the study, a specific scope of work will be determined for the specific study.
7. Contract Preparation
Preparation of bid documents for approximately six (6) annual County traffic related maintenance contracts (i.e. various pavement marking, guardrail etc.) in accordance with IDOT and County standards. Annual programs and scope will be provided to the Consultant by the County.
8. Develop Highway Details
Development of CAD drawings for County Traffic Standard detail drawings. Preliminary or conceptual sketches will be supplied to the Consultant from the County. The sketches will be prepared on *MicroStation* format and supplied to the County in both *MicroStation* and *AutoCAD* format.
9. Traffic Signal Design
On a work order basis, the Consultant shall develop a scope of work, plans, and an engineer's cost estimate and contract bid documents (for projects that are bid) for new permanent signal installations, modifications of existing signals, and flashing beacon installations, all in conformance with IDOT District One and Kane County standards.
10. Miscellaneous Traffic Engineering Services
Traffic engineering services not specifically identified in previous subtasks may be performed by the Consultant at the direction of the County. For each task performed, a specific scope of work and fee estimate will be developed by the Consultant and delivered to the County for approval.
11. Roundabout Engineering
 - a. *Design Review:*

The consultant shall provide design review services as needed for engineering design submittals for roundabout designs prepared by another consultant for the County or a Kane County Township.

The consultant shall provide written comments and recommendations to county staff on various elements of "Modern Roundabout" design in accordance with the *Kane County Roundabout and Selection Design Guide*, *AASHTO Policy on Geometric Design of Highways and Streets* and the *Manual on Uniform Traffic Control Devices* when requested by the County, which may include but not be limited to the following elements:

 - Location
 - Capacity
 - Geometrics
 - Pavement Marking and Signing
 - Illumination
 - Pedestrian/Bicyclist Safety

The consultant will be required to submit all projects to a second party consultant that is a nationally recognized expert in the field of "Modern Roundabout" design for peer review. The second party consultant shall be approved by the County prior to the commencement of the contract. Review comments shall be summarized and submitted to the County in memo format. Basis of payment for this item will be negotiated at the time the assignment is made.
 - b. *Intersection Feasibility Study:*

When requested, the Consultant shall evaluate the feasibility and appropriateness of a modern roundabout for a specified intersection for the planning and programming purposes. The evaluation should include all necessary elements specified in the *Concept Design* per section 3 of *Kane County Roundabout and Selection Design Guide* and shall be summarized in memo format. The study should include recommendations and an estimated project cost, which shall include construction, right of way acquisition, phases I, II and III engineering.

**TRAFFIC ENGINEERING ASSISTANCE
KANE COUNTY SECTION NO. 07-00364-00-EG**

EXHIBIT B – HOURLY RATES AND DIRECT COSTS

I. ACTUAL HOURLY PAY RATES

Note: Billing rates will be determined by multiplying the actual pay rates by a multiplier of 2.85.

The following employee classifications are anticipated to work on the project:

Professional Engineer / Senior Project Manager	\$ 53.00 / Hr.
Professional Engineer / Project Manager	41.50 / Hr.
Project Engineer	29.00 / Hr.
Staff Engineer	27.00 / Hr.
CAD Design Group Supervisor	33.50 / Hr.
CAD Technician II	24.00 / Hr.
Survey Party Chief	28.96 / Hr.
Staff Surveyor	21.12 / Hr.
Engineering Intern	13.00 / Hr.
Secretary	19.21 / Hr.

II. STANDARD MATERIAL RATES

Printing (In-House)	\$ 0.26 / S.F.
Xeroxing (In-House)	0.10 / Copy
Vellum	0.50 / S.F.
Sepia Mylar	1.85 / S.F.
Outside Services, Printing & Graphics	Cost + 10%
Transfer of Electronic Media (Per Occasion)	75.00 – 150.00
HP Color Exhibits (In-House)	1-2 \$5.00/S.F. 3+ \$4.00/S.F.
Mileage	\$0.50/mile

The above Hourly Pay Rates and Standard material Rates are effective for services rendered during CEMCON, Ltd.'s fiscal year November 1, 2007 through October 31, 2008. For services rendered subsequent to October 31, 2008, these Standard Rates are subject to annual cost of living increases.

III. SUBCONSULTANT SERVICES

Services provided by Coulter Transportation, LLC will be billed as a reimbursable expense at the rate of \$150 per hour.