

August 25, 2015

Mr. Bill Heinz – Director of Public Works / Village Engineer
Village of Grayslake
10 S. Seymour Avenue
Grayslake, IL 60030

Re: Agreement for Professional Services
Traffic Data Collection
Various Neighborhood Streets
Grayslake, IL
GHA Proposal No. 2015.D030

Dear Bill:

Gewalt Hamilton Associates, Inc., (GHA) is pleased to submit our proposal for traffic data collection services for the above referenced project.

Our proposal is based on GHA's understanding of the project, including our previous discussions and emails and our recent meeting at your office.

If our proposal is acceptable, please sign and return one complete copy to our office. Should you have any questions or if we can be of additional assistance, please feel free to contact me at (847) 478-9700.

As always, we look forward to assisting the Village of Grayslake on this important project.

Sincerely,

Gewalt Hamilton Associates, Inc.



Daniel P. Brinkman, P.E., PTOE
Associate / Senior Transportation Engineer
dbrinkman@gha-engineers.com

Encl: GHA proposal No. 2015.D030 Grayslake Gate Counts 082515.doc

CC: Art Penn – Data Collection Division Director
Todd Gordon – Transportation Division Director

Agreement for Professional Services
Traffic Data Collection
Various Neighborhood Streets
Grayslake, IL
GHA Proposal No. 2015.D030

The Village of Grayslake (*Client*) having an address of 10 S Seymour Avenue, Grayslake, IL 60030 and Gewalt Hamilton Associates, Inc., (*GHA*), having an office at 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Project Understanding

The Village (*Client*) has recently opened Prairie Avenue to traffic and concerns have been raised by residents regarding traffic speeds and volumes in the area. The Village has decided to collect traffic volume and speed data on roadways in the area of the former gate as well as in other comparable neighborhoods throughout the Village for comparison.

GHA will assist the Village by providing a combination of *Nu-Metrics* brand *Hi-Star* magnetic plate counters and some limited use of Miovision Video Data Collection Unit equipment for data collection. Additionally, GHA will provide a summary document and technical exhibits as needed to present the data collected.

II. Traffic Data Collection: Basic Scope of Services

In discussion with Village staff, four (4) distinct neighborhoods were selected for data collection. Those neighborhoods are defined as follows:

- Neighborhood 1 – Generally bordered by Washington Street on the north, West Trail on the west, Lake Street and the Canadian National Railway on the east and Mitchell Drive on the south. Six (6) count Locations
- Neighborhood 2 – Generally bordered by Mitchell Drive on the north, Alleghany Rod on the west, Lake Street and Grayslake Central H.S. on the east and Harvey Avenue on the south. Five (5) count locations.
- Neighborhood 3 – Generally bordered by Highland Road on the north, Lake Street on the west, IL Rte 83 on the east and Central Park on the south. Four (4) count locations.
- Neighborhood 4 – Generally bordered by IL Rte 120 on the north, Lake Street on the west, Cross Arms Drive on the east and the METRA Milwaukee District North line on the south. Four (4) count locations.

See Attachment B for an overall map and individual Neighborhood maps.

In addition to the data collection, GHA will provide a technical memorandum summarizing the counts at the end of the project. The memorandum will include summary tables and exhibits as needed to include the following information for each location:

- Average 24-hour volume
- Average 24-hour speed
- Average Morning and Evening Peak Hour volume (by direction)
- Average Morning and Evening Peak Hour speed (by direction)

III. Project Schedule

GHA is prepared to commence work upon receipt of written authorization from the Client. Data collection equipment will be placed by GHA staff typically within 5-7 working days (weather and holiday Schedule permitting).

To allow for a comprehensive comparison the Village has proposed to collect traffic data as follows:

1. Neighborhoods 1 & 2
 - a. One three day weekday (Tuesday – Thursday) count at each of the 6 locations during September 2015, November 2015, and April 2016. A fourth count will be conducted in Area 1 at a date to be determined.
 - b. One three day weekend (Friday – Sunday) count at each location during a special event weekend. * Volume data to be collected only – most likely use video data collection due to street parking.
2. Neighborhoods 3 & 4
 - a. One three day weekday (Tuesday – Thursday) count at each of the 6 locations during September 2015 and April 2016.

All traffic and speed data will be collected on 1-hour intervals

IV. Key Personnel

Mr. Daniel Brinkman, P.E., PTOE, an Associate of the firm and Senior Transportation Engineer will function as the Project Manager. Mr. Brinkman is familiar with the subject site and has managed numerous similar data collection efforts. Equipment Placement and processing direction will be overseen by Mr. Arthur Penn, Data-Collection Division Director. They will be assisted as needed by additional professional and technical staff.

V. Compensation for Services:

GHA proposes to complete the above work for a lump sum fees as outlined below:

Service	Cost
Area 1 Counts 6 72-hour counts 4 times	\$10,800.00
Area 2 Counts 5 72-hour counts 3 times	\$6,750.00
Area 3 Counts 4 72-hour counts 2 times	\$3,600.00
Area 4 Counts 4 72-hour counts 2 times	\$3,600.00
Area 1 & 2 Video "Special Event" 72-hour weekend count	\$7,200.00
Summary Report once all data is collected	\$3,000.00
	<i>Expenses included</i>
Project Total =	\$31,950.00

The proposed fee includes the traffic counts and schedule. Reimbursable expenses include GHA expenses such as photos, postage, messenger services, printing, mileage, etc. Reimbursable expenses are included in the Lump Sum fee noted above.

Should the scope of work need to be expanded, additional services requested and authorized by the *Client* will be billed in accordance with the following fee schedule:

2015 Grayslake Village Rates

Principal Engineer	\$156/hr.	Staff Engineer	\$104/hr.
Senior Engineer	\$132/hr.	Senior Engineering Technician	\$104/hr.
Senior Environmental Consultant	\$132/hr.	Environmental Consultant	\$104/hr.
Professional Engineer	\$114/hr.	Engineering Technician II	\$90/hr.
Registered Land Surveyor	\$110/hr.	Engineering Technician I	\$66/hr.
GIS Professional	\$108/hr.	Administrative	\$54/hr.

Invoices will be submitted on a monthly basis and will detail charges made against the project and services performed. This allows the Client to review the status of the work in progress and the charges made. Please see *Attachment A*, which is attached hereto and is incorporated herein, for the General Provision of this Agreement.

VI. Services Not Included

Should additional services be required beyond those outlined in *Section II: Scope of Services* of this Agreement, GHA will request written authorization prior to commencing the work.

VII. General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

GHA shall not have control of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for job site safety measures. Such control is the sole responsibility of the Client's contractor.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

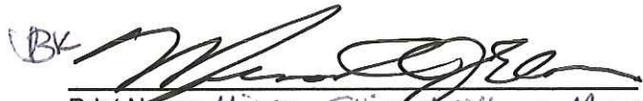
This Agreement, including all subparts and *Attachment A*, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

VIII. Authorization

By signing below you indicate your acceptance of this Agreement in its entirety.

Sincerely,
Gewalt Hamilton Associates, Inc

Village of Grayslake



Daniel P Brinkman, P.E., PTOE
Associate / Senior Transportation Engineer

Print Name: Mike Ellis Village Manager

Date: 9-4-15

Encl: Attachment A

9. Opinion of Probable Construction Costs. GHA's Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecting construction costs,

10. Contractor's Work. Client agrees that GHA does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA is not responsible for the supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work, or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor is solely responsible for jobsite and worker safety, and warrants that this intent shall be included in the Client's agreement with all prime contractors. The Client agrees that GHA and GHA's personnel and consultants (if any) shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in the performance of their work, and shall also be named as an additional insured on the Contractor's and subcontractors' general liability insurance policy. Client warrants that this intent shall be included in the Client's agreement with all prime contractors. If the responsible prime contractor's agreement fails to comply with the Client's intent, then the Client agrees to assume the duty to defend and indemnify GHA for claims arising out of the Contractor's or subcontractors' negligence, errors or omissions in the performance of their work.

11. Contractor Submittals. Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GHA's consideration of a component does not constitute acceptance of an assembled item.

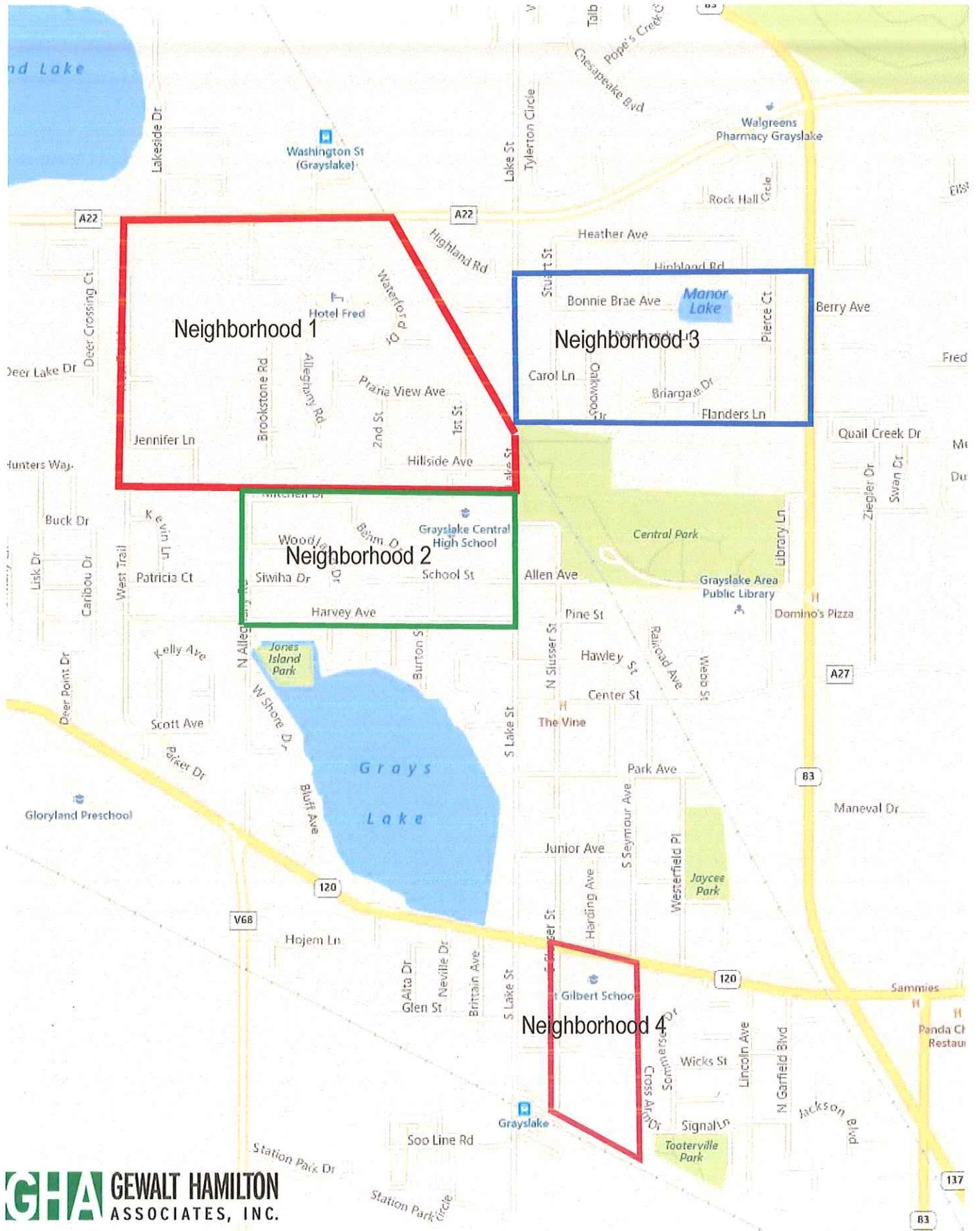
12. Hazardous Materials. Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contaminants or pollutants.

13. Record Drawings. If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.

14. Disputes. Client agrees to limit GHA's total aggregate liability to the Client for GHA's alleged acts, errors or omissions to \$50,000 or the amount of GHA's paid fees for its services on the project, whichever is greater. GHA makes no guarantees or warranties, either expressed or implied, including any warranty of habitability or fitness for a particular purpose. The parties agree to waive all claims against the other for any and all consequential damages, including attorneys' fees. The parties agree to waive against each other all rights and claims otherwise covered by property insurance, by builder's risk insurance or by all risk insurance, including but not limited to subrogation rights regardless of whether the claims arise during or post-construction and regardless of final payment to GHA.

All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute shall be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GHA mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessful, litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was pending. The controlling law shall be the law of the jurisdiction where the project was located. Client agrees that all causes of action under this Agreement shall be deemed to have accrued and all statutory limitations periods shall commence no later than the date of GHA's services being substantially completed. Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GHA's owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

15. Miscellaneous. Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.

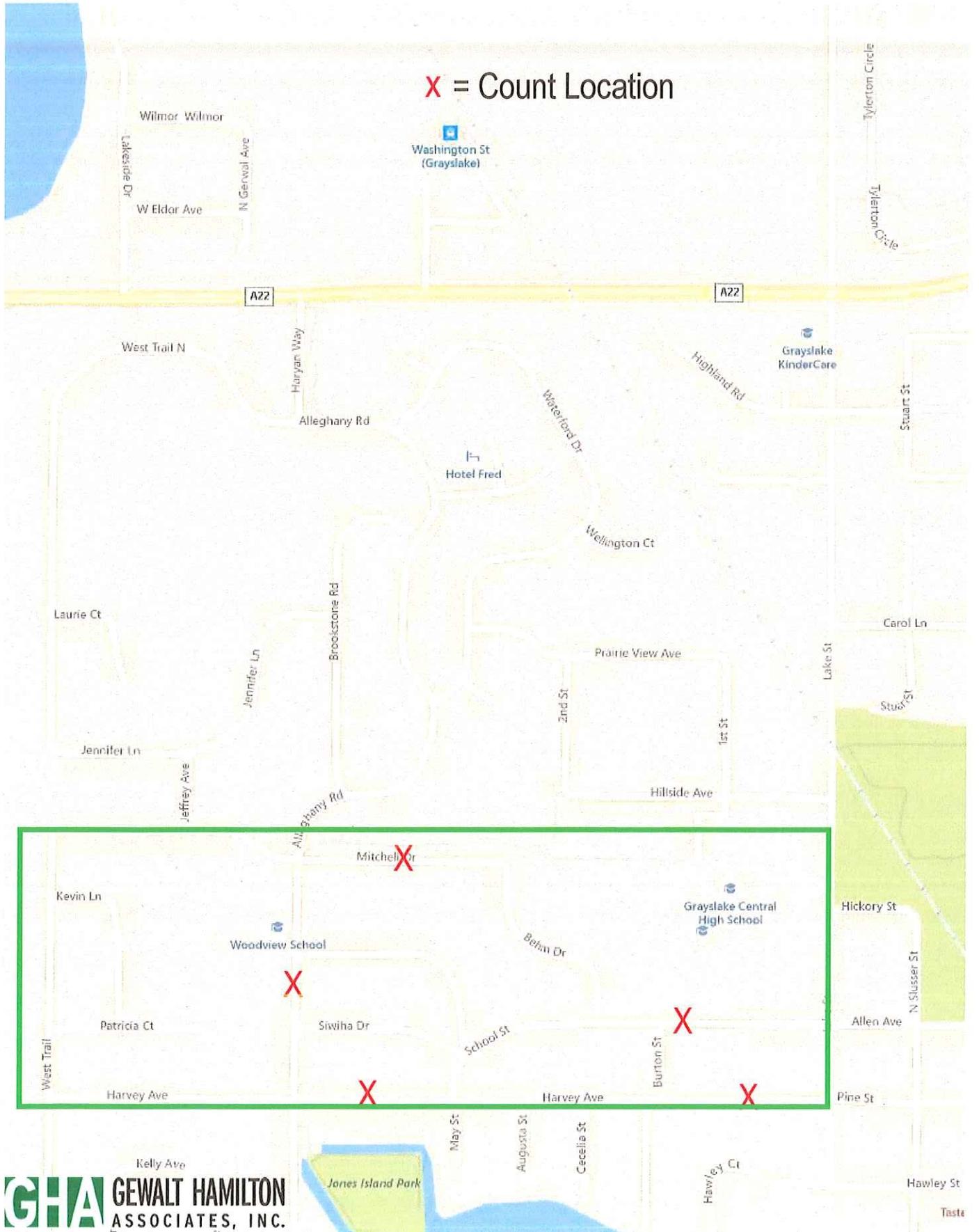


Area 1 Counts



Area 2 Counts

X = Count Location



Area 3 Counts

X = Count Location



Area 4 Counts



X = Count Location