

County of Kane
Office of County Board
Kane County Government Center



Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

DOCUMENT VET SHEET

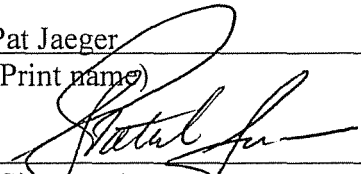
for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: Phase II Engineering Services Agreement with Engineering
Enterprises for Fabyan Parkway from IL 25 to Nagel Blvd.,
Kane County Section #10-00404-00-CH

Submitted by: Linda Haines

Date Submitted: December , 2011

Examined by: Pat Jaeger
(Print name)


(Signature)


01-18, 2011
(Date)

Post on Web: Yes No Atty. Initials SPJ

Comments:

Chairman signed: Yes No 3/12/12
(Date)

Document returned to: _____

Local Agency County of Kane	L O C A L A G E N C Y	 Illinois Department of Transportation Phase II Preliminary Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Engineering Enterprises, Inc.
County Kane				Address 52 Wheeler Road
Section 10-00404-00-CH				City Sugar Grove
Project No. CMM-9003(626)				State IL
Job No. D 91-496-10				Zip Code 60554
Contact Name/Phone/E-mail Address Paul LaFleur 630-406-7355 lafleurpaul@co.kane.il.us	Contact Name/Phone/E-mail Address James R. Lenzini 630-466-6756 jlenzini@eeiweb.com			

THIS AGREEMENT is made and entered into this _____ day of _____, 2012 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 Fabyan Parkway (CH 8) Route FAP 0363 Length 0.47 mi Structure No. NA

Termini IL Route 25 to Nagel Boulevard

Description Phase II Engineering Services for the widening and resurfacing of Fabyan Parkway for the installation of a bi-directional lane.

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 240 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 EXHIBIT A. 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. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. 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 for the design 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.
 - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - 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 LA 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 the following compensation formulas:

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate (Pay per element)

Lump Sum _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate 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 there from. 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.

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME
PRIME/SUPPLEMENT

Engineering Enterprises, Inc.
Prime

DATE 11/29/11
PTB NO. _____

CONTRACT TERM 8 MONTHS
START DATE 2/1/2012
RAISE DATE 1/1/2013

OVERHEAD RATE 185.00%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

2/1/2012 - 9/30/2012

8
8

= 100.00%
= 1.0000

The total escalation for this project would be:

0.00%

PAYROLL RATES

FIRM NAME Engineering Enterprises DATE 11/29/11
 PRIME/SUPPLEMENT Prime
 PSB NO. _____

ESCALATION FACTOR 0.00%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Senior Principal	\$54.81	\$54.81
Principal	\$54.81	\$54.81
Senior Project Manager	\$43.07	\$43.07
Project Manager	\$37.49	\$37.49
Sr. Project Engineer/Planner/Surveyor II	\$32.98	\$32.98
Sr. Project Engineer/Planner/Surveyor I	\$28.66	\$28.66
Project Engineer/Planner/Surveyor	\$23.37	\$23.37
Sr. Project Technician II	\$32.82	\$32.82
Sr. Project Technician I	\$29.73	\$29.73
Project Technician	\$26.99	\$26.99
Administrative Assistant	\$21.92	\$21.92
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

AVERAGE HOURLY PROJECT RATES

FIRM
PSB
PRIME/SUPPLEMENT

Engineering Enterprises, Inc.
Prime

DATE 11/29/11

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Gen. Plans - Notes, Typ. Sect., etc.			Staging, Erosion Control & Landscaping			Roadway Plan & Profile			Drainage Plans			Striping/Signing, Interconnect & Lighting		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Principal	54.81	0																	
Principal	54.81	8	0.72%	0.39															
Senior Project Manager	43.07	4	0.36%	0.15															
Project Manager	37.49	252	22.66%	8.50	8	8.70%	3.26	10	9.43%	3.54	14	9.33%	3.50	16	10.53%	3.95	6	11.54%	4.33
Sr. Project Engineer/Planner/Surveyor II	32.98	494	44.42%	14.65	48	52.17%	17.21	48	45.28%	14.93	72	48.00%	15.83	76	50.00%	16.49	30	57.69%	19.03
Sr. Project Engineer/Planner/Surveyor I	28.66	0																	
Project Engineer/Planner/Surveyor	23.37	0																	
Sr. Project Technician II	32.82	338	30.40%	9.98	36	39.13%	12.84	48	45.28%	14.86	64	42.67%	14.00	60	39.47%	12.96	16	30.77%	10.10
Sr. Project Technician I	29.73	0																	
Project Technician	26.99	0																	
Administrative Assistant	21.92	16	1.44%	0.32															
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TOTALS		1112	100%	\$33.99	92	100.00%	\$33.31	106	100%	\$33.33	150	100%	\$33.33	152	100%	\$33.39	52	100%	\$33.45

**Fabyan Parkway; IL Route 25 to Nagel Boulevard
EEI Phase II Scope of Work and Manhours**

ITEM	MANHOURS
General Plans	
a) Project Initiation	14
b) Utility Coordination	22
c) Cover Sheet, General Notes, Summary & Schedule of Quantities, Alignment	32
d) Typical Sections and Pavement Design	<u>24</u>
	92
Construction Staging, Erosion Control and Landscaping	
a) Construction Staging	74
b) Erosion Control Plan, Notes and Details	24
c) Landscaping Plan	<u>8</u>
	106
Roadway Plan and Profile	
a) Plan and Profile Sheets	130
b) Intersection Return and Side Street Profiles	<u>20</u>
	150
Drainage Plans	
a) Drainage Plan and Profile Sheets	104
b) Drainage Structure Special Details	16
c) Drainage Calculations	<u>32</u>
	152
Striping/Signing, Interconnect and Lighting	
a) Pavement Marking and Signing Plan	12
b) Traffic Signal Interconnect and Lighting Plan	<u>40</u>
	52
Cross Sections	
a) Cross Section Sheets	80
Details and Standards	
a) Special Details	20
b) Identify State Standards	<u>4</u>
	24
Quantities and Estimate of Cost	
a) Calculate Quantities	60
b) Estimate of Cost	<u>16</u>
	76
Specifications	
a) Write Specifications	38

Permits

- a) Kane County Stormwater Management Permit Application 20

Plat of Highways and Legal Descriptions

- a) Parcel Research and Field Survey 66
 - b) Plat of Highways and Legal Descriptions 66
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Plotting, Printing and Typing

- a) Plot and Print Plans and Type Specifications 14

QA/QC, Disposition and Revisions

- a) Office Review 40
 - b) Disposition of Review Comments and Revisions 48
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Consultation, Project Administration and Coordination

- a) Meetings, Project Administration and Coordination of Roadway Work 68
 - b) Post-Letting Questions and Assistance 20
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PREVAILING WAGE RATES

It is the policy of the State of Illinois as declared in the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*) "that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works".

1. The ENGINEER agrees to pay, when applicable, the current Illinois Department of Labor Prevailing Wage Rates for all County of Kane projects. Current prevailing wage rates are available from the Illinois Department of Labor at their website: <http://www.state.il.us/agency/idol/rates/rates.HTM>.
2. Prevailing wage rates are subject to revision monthly. The ENGINEER acknowledges its responsibility, for payment of any applicable future adjustment thereof.
3. The ENGINEER further acknowledges its responsibility to notify any sub-consultant of the applicability of the Prevailing Wage Act.
4. When applicable, the ENGINEER agrees to provide the LA's Kane County Division of Transportation "certified payrolls" as required by the Prevailing Wage Act

Engineering Enterprises Inc.


Signature of Officer of ENGINEER

Senior Vice President
Title

03/01/12
Date

EXHIBIT "D"

CONTRACTOR DISCLOSURE ACKNOWLEDGEMENT
KANE COUNTY CODE, ARTICLE III, DIVISION 3, SECTION 2-211

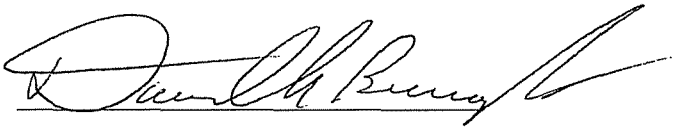
1. Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.
2. All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:
 - A. Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;
 - B. Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.
 - C. Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.
 - D. A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.
3. All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the

application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.

4. Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.
5. Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, County Board approval or other County action in behalf of the applicant failing to comply voidable at the option of the County Board or other County agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.
6. Contractor Disclosure information shall be sent to the Kane County Purchasing Department and the Kane County Division of Transportation at the following address, or via email, prior to Transportation Committee of the Kane County Board:

Kane County Government Center
Purchasing Department, Bldg A
719 S. Batavia Ave. Geneva, IL 60134
purchasing@countyofkane.org

Kane County Division of Transportation
Linda Haines
41W011 Burlington Road
St. Charles, IL 60175
haineslinda@countyofkane.org

Company Name: Engineering Enterprises, Inc.
Contact Person: Denise M. Migliorini
Address: 52 Wheeler Road
City: Sugar Grove
State: Illinois
Zip Code: 60554
Phone: 630 466 6700
Signature of Officer: 
Print Name: David R. Burroughs
Title: Senior Vice President
Date: December 1, 2011



52 Wheeler Road • Sugar Grove, IL 60554

TEL: 630 / 466-6700

FAX: 630 / 466-6701

www.eeiweb.com

Engineering Enterprises, Inc.

**Kane County Purchasing Department
Contractor Disclosure Statement
Engineering Enterprises, Inc.
April 1, 2011**

Campaign Contributions:

Individuals with ownership interest in Engineering Enterprises, Inc. have made the following campaign contributions during the past twelve months to any current officer or countywide elected officer:

Engineering Enterprises, Inc. has made a contribution to Citizens for Karen McConnaughay in the amount of \$500.00 on 8/12/2010.

Ownership Interest:

Ownership Share

Peter G. Wallers, P.E., CFM, <i>President & CEO</i>	31.25%
52 Wheeler Road, Sugar Grove, Illinois 60554	
David R. Burroughs, P.E., <i>Senior Vice President</i>	18.75%
52 Wheeler Road, Sugar Grove, Illinois 60554	
Bradley P. Sanderson, P.E., <i>Vice President</i>	12.5%
52 Wheeler Road, Sugar Grove, Illinois 60554	
Jeffrey W. Freeman, P.E., CFM, <i>Vice President</i>	12.5%
52 Wheeler Road, Sugar Grove, Illinois 60554	
Thomas W. Talsma, <i>Vice President</i>	12.5%
52 Wheeler Road, Sugar Grove, Illinois 60554	
Denise M. Migliorini, <i>Vice President</i>	12.5%
52 Wheeler Road, Sugar Grove, Illinois 60554	

Lobbyists/Representatives:

Engineering Enterprises, Inc. does not employ any lobbyists or other agents that would be having contact with County employees or officials in relation to the contract(s).

Certification:

"I hereby state under oath and certify that I have not withheld any disclosures as to economic interests in this undertaking, and hereby affirm the above information to be a true and an accurate statement of ownership and campaign contributions:"

Peter G. Wallers, P.E., CFM
President & CEO

April 1, 2011

Date