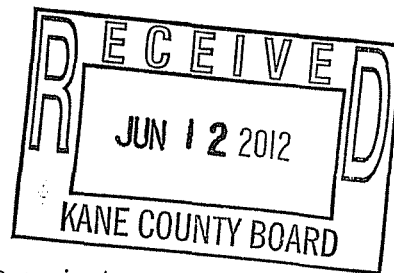


County of Kane
Office of County Board
Kane County Government Center



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 III Construction Engineering Agreement with Civiltech for
South Street Trail under Randall Road, Kane County Section
#00-00249-00-BT

Submitted by: Linda Haines

Date Submitted: June 7, 2012

Examined by: Pat Jaeger
(Print name)

Pat Jaeger
(Signature)

June 7, 2012
(Date)

Post on Web: Yes No Atty. Initials *PJ*

Comments:

Chairman signed: Yes No 6/12/12
(Date)

Document returned to: _____

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 12 -

**APPROVING A PHASE III CONSTRUCTION ENGINEERING SERVICES AGREEMENT
WITH CIVILTECH ENGINEERING, INC. FOR
SOUTH STREET TRAIL UNDER RANDALL ROAD
KANE COUNTY SECTION NO. 00-00259-00-BT**

WHEREAS, Phase III Construction Engineering services are needed for the South Street Trail project (herein 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 provide Phase III Construction Engineering services therefor; and

WHEREAS, Civiltech Engineering, Inc., 450 East Devon Avenue, Suite 300, Itasca, IL 60143 has experience and professional expertise in Phase III Construction Engineering and is willing to perform the required services for an amount not to exceed One Hundred Seventy Nine Thousand Five Hundred Seventy Three Dollars (\$179,573.00) as set forth in the Phase III Construction Engineering Services agreement (a copy of which is on file with the County Clerk's Office).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute a Phase III Construction Engineering services agreement with Civiltech Engineering, Inc.

BE IT FURTHER RESOLVED that the Kane County Board appropriate the not to exceed sum of One Hundred Seventy Nine Thousand Five Hundred Seventy Three Dollars (\$179,573.00) from Transportation Capital Fund #540, Line Item #50140 (Engineering) to pay for said Phase III Construction Engineering services for the Improvement with approximately eighty percent (80%) thereof to be reimbursed to the County from federal funds.

Line item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds <u>currently</u> available for this personnel/item/service in the specified line item?	If funds are not currently available in the specified line item, where are the funds available?
540.520.525.50140	Engineering	Yes	Yes	

Passed by the Kane County Board on June 12, 2012.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:
Yes _____
No _____
Voice _____
Abstentions _____

Local Agency	L O C A L A G E N C Y	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant
County of Kane				Civiltech Engineering, Inc.
County Kane				Address 450 E Devon Avenue, Suite 300
Section 00-00259-00-BT				City Itasca
Project No. TE-00D1(805)				State Illinois
Job No. C-91-586-09				Zip Code 60143
Contact Name/Phone/E-mail Address David Boesch; 630.845.7875 boeschdavid@co.kane.il.us	Contact Name/Phone/E-mail Address James D. Ewers; 630.773.3900 jewers@civiltechinc.com			

THIS AGREEMENT is made and entered into this 12th day of June, 2012 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. 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.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
In Responsible Charge	A full time LA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name	<u>South Street Trail Randall Rd Underpass</u>	Route	<u>FAP 0336</u>	Length	<u>0.19 mi</u>	Proposed Structure No.	<u>045-3181</u>
Termini	<u>Randall Road at South Street</u>						

Description: The work includes the construction of a 10 ft hot mix asphalt bicycle path with 2 ft earthen shoulders on a new alignment, and a 12 ft diameter concrete pipe tunnel that will be bored and jacked through the embankment of Randall Road. Also included are sidewalk removal, embankment, traffic signal modifications, guardrail installation, signing, and all work needed to complete the project.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
 - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - c. For soils, to obtain samples and perform testing as noted below.
 - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
 - h. Geometric control including all construction staking and construction layouts.
 - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - j. Measurement and computation of pay items.
 - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
 - m. Revision of contract drawings to reflect as built conditions.
 - n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the 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.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 10. 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) of this certification; 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.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
 12. 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.
 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. 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 Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF=Fixed Fee
 SBO = Services by Others

Total Compensation = $DL + IHDC + OH + FF + SBO$

Specific Rate (Pay per element)

Lump Sum _____

5. 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.

6. The recipient shall not discriminate on the basis 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.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

III. It is Mutually Agreed,

- 1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
- 2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
- 3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that 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 this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
- 5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- 6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. 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 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, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
 - (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.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Civiltech Engineering, Inc.	36-3606666	\$170,962.00
Sub-Consultants:	TIN Number	Agreement Amount
Midland Standard Engineering & Testing, Inc.	20-4527015	\$8,611.00
Sub-Consultant Total:		\$8,611.00
Prime Consultant Total:		\$170,962.00
Total for all Work:		\$179,573.00

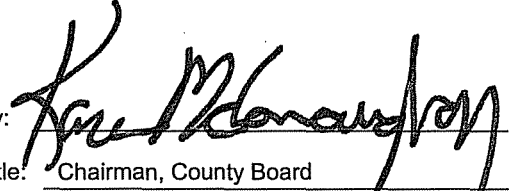
Executed by the LA:

County of Kane
(Municipality/Township/County)

ATTEST:

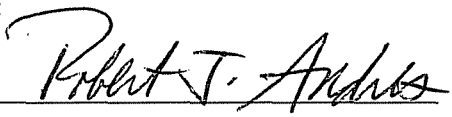
By: _____
County Clerk

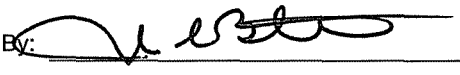
(SEAL)

By: 
Title: Chairman, County Board

Executed by the ENGINEER:

Civiltech Engineering, Inc.

ATTEST:
By: 
Title: Vice President

By: 
Title: President

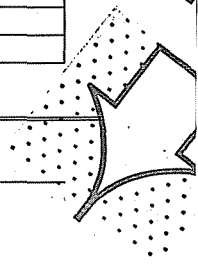


Exhibit A - Construction Engineering

Route: FAP 0336 (South St Trail Randall Underpass)
 Local Kane County DOT
 (Municipality/Township/County)
 Section: 00-00259-00-BT
 Project: TE-00D1(805)
 Job No.: C-91-586-09

*Firm's **approved rates** on file with
 Bureau of Accounting and Auditing:

Overhead Rate (OH) 154.35 %
 Complexity Factor (R) 0.00
 Calendar Days _____

Cost Plus Fixed Fee Methods of Compensation:

- Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Fixed Fee 2 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate
 Lump Sum

Cost Estimate of Consultant's Services in Dollars									
Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
See attached Cost Estimate of Consultant's Services									
Totals		0.00							

**Exhibit A - Construction Engineering
 COST ESTIMATE OF CONSTRUCTION SERVICES
 PHASE III ENGINEERING SERVICES
 FAP Route 0336 South Street Trail / Randall Road Underpass Improvement
 Kane County Division of Transportation**

Route: FAP Route 0336 South Street Trail / Randall Road Underpass Improvement
Local Agency: Kane County Division of Transportation
Section No.: 00-00259-00-BT
Project No.: TE-00D1 (805)
Job No.: C-91-586-09
County: Kane

*Firm's approved Over Head rate on file with IDOT's
 Bureau of Accounting and Auditing is 154.35%
 **Labor x 0.145 x 2.5435 = Fixed Fee
 Complexity factor (R=0.00)

Consultant: Civiltech Engineering, Inc.

Prepared: 4/11/2012

ITEM	Employee Classification	Estimated Manhours by Task						Total Number of Manhours	Percent of Total	DOLLARS (\$)						
		Meetings	Layout & Verification	Inspection	Documentation	Management & Administration	Payroll Rate			Payroll Costs	Payroll, Burden & Fringe Costs; Overhead & Expenses* (Labor x 1.5435)	Fixed Fee** (Labor x 0.3688)	TOTAL			
Construction Engineering:	Res. Engr.	20	24	642	346		1,032	73.93%	\$ 42.05	\$ 43,396	\$ 66,982	\$ 16,004	\$ 126,382			
	Asst. RE		16	176	78		270	19.34%	\$ 33.75	\$ 9,113	\$ 14,066	\$ 3,361	\$ 26,540			
	Engr. (Inspector)						0	0.00%	\$ 29.95	\$ -	\$ -	\$ -	\$ -			
	Tech (Intern)						0	0.00%	\$ 15.00	\$ -	\$ -	\$ -	\$ -			
	Surveyor		60		12		72	5.16%	\$ 33.40	\$ 2,405	\$ 3,712	\$ 887	\$ 7,004			
	Survey Technician						0	0.00%	\$ 14.00	\$ -	\$ -	\$ -	\$ -			
	Proj. Mngr.	11				11	22	1.58%	\$ 63.00	\$ 1,386	\$ 2,139	\$ 511	\$ 4,036			
													SUBTOTAL			
Direct Expenses:													\$ 163,962			
1.) Vehicle Expense													\$ 6,400			
2.) Material Testing													\$ 8,611			
3.) Printing Expense													\$ 400			
4.) Photography													\$ 200			
TOTALS		31	100	818	436	11	1,396	100.00%	\$	56,300	\$	86,899	\$	20,763	\$	179,573

- 1.) 160 Days @ \$40.00/Day
- 2.) Material Testing (Midland Standard Engineering & Testing, Inc.)
- 3.) Estimated printing expense for Record Drawings
- 4.) Estimated photography expense



Illinois Department of Transportation

Engineering Payment Report

Prime Consultant

Name Civiltech Engineering, Inc.
Address 450 E. Devon Ave., Ste. 300, Itasca, IL 60143
Telephone 630.773.3900
TIN Number 36-3606666

Project Information

Local Agency Kane County DOT
Section Number 00-00259-00-BT
Project Number TE-00D1(805)
Job Number C-91-586-09

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Table with 3 columns: Sub-Consultant Name, TIN Number, and Actual Payment from Prime. Includes rows for Midland Standard Engineering & Testing, Inc. and summary rows for Sub-Consultant Total, Prime Consultant Total, and Total for all Work Completed.

Signature and title of Prime Consultant: [Handwritten Signature] President

Date: 5/16/12

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

FAP Route 0336 South Street Trail / Randall Road Underpass Improvement Summary of Direct Costs

Route: FAP Route 0336 South Street Trail / Randall Road Underpass Improvement
Local Agency: Kane County Division of Transportation
Section: 00-00259-00-BT
Proj. No.: TE-00D1 (805)
Job No.: C-91-586-09
County: Kane
Contract No.: 63

Direct Costs:

Printing Expense

Assume 1 large sets for working drawings & 1 set for final "As-Builts"

Bond Prints: 3 sets X 77 sheets/set X \$0.72 per sheet = \$166.32

Mylars: 1 set X 77 sheets/set X \$3.00 per sheet = \$231.00

Total = \$397.32

Say: \$400.00

Photography Expense

Assume 20 sets of developed digital pictures @ \$10.00 ea. = \$200.00

Total: \$200.00

FAP Route 0336 South Street Trail / Randall Road Underpass Improvement

Kane County Division of Transportation

Section 00-00259-00-BT

Anticipated Contractor's Schedule

ITEM	TOTAL	HOURS	2012												2013					
			AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE							
			3:10:17:24:31	7:14:21:28	5:12:19:26	2:9:16:23:30	7:14:21:28	4:11:18:25	1:8:15:22	1:8:15:22:29	5:12:19:26	3:10:17:24:31	7:14:21:28							
Civiltech Staffing:																				
Joseph C. Kozial	Res. Engr.	1,032			24:40:40:45	45:50:50:50	50:50:50:45	45:40:40:40	32:32:40:40									32:40:40:32:		
Assistant Resident Engineer	Asst. P.E.	270				45:45:45	45:45:45													
Field Engineer	Inspector	0																		
Technician (Intern)	Tech	0																		
Dante C. Rolando	Surveyor	72		16:16:	8:		8:										16:			
Survey Technician	Survey Tech	0																		
James D. Ewers	Proj. Mngr.	22		2:	2:	2:	2:	2:	2:	2:	2:	2:	2:	2:	2:	2:	2:	2:		
Total:		1,356	0:0:0:0:0	40:58:40:58	45:97:103:97	95:105:95:47:45:42:40:42:32	32:40:42:0	0:0:0:0	0:0:0:0:0	0:0:0:0:0	0:0:0:0:0	0:0:0:0:0	0:0:0:0:0	32:42:56:42:32:0	0:0:0:0:0					

MIDLAND STANDARD ENGINEERING & TESTING, INC.

558 Plate Drive Unit 6
East Dundee, Illinois 60118
(847) 844-1895 f (847) 844-3875

April 12, 2012

Mr. James D. Ewers, P.E.
Civiltech Engineering, Inc.
450 E. Devon Avenue
Suite 300
Itasca, Illinois 60143

Re: **Quality Assurance** Inspection and Testing Services
South Street Trail @ Randall Road Underpass
Geneva, Illinois

Dear Mr. Ewers:

We have prepared this unit rate and cost estimate proposal to provide Quality Assurance services for your project in Geneva, Illinois. In this proposal we have included rates for personnel, equipment and materials to conduct field inspection for portland cement concrete, hot mix asphalt, field inspection of subgrade soils and backfill, plant inspection and laboratory testing and documentation required.

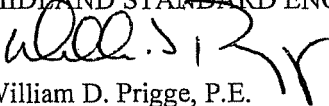
We propose to provide the necessary inspections and testing using experienced, certified personnel and recognized test procedures developed by IDOT, ASTM, AASHTO, ACI, etc. Our services would be provided at the request of your designated representative on a unit rate basis in accordance with the Schedules of Services and Fees-Attachment 1, included in this proposal package. The final cost of these services will be based upon the total amount of work performed.

We are staffed and equipped to aid you in the successful completion of your projects and are available to discuss any aspect of our proposal at your convenience.

Based on the project information submitted we have prepared cost estimates for the anticipated work. The estimate submitted assumes PREVAILING WAGE work. The final cost of these services will be based upon the total amount of work performed.

We are staffed and equipped to aid you in the successful completion of your projects and are available to discuss any aspect of our proposal at your convenience.

Sincerely,
MIDLAND STANDARD ENGINEERING & TESTING, INC.


William D. Prigge, P.E.

President

WDP/mlj

Attachment 1: Schedule of Services and Fees

Attachment 1.1: Cost Estimate

SCHEDULE OF SERVICES AND FEES-ATTACHMENT 1
QUALITY ASSURANCE
CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES
FOR

FAP Route 0336 - South Street Trail @ Randall Road
Underpass
Section #00-00259-00-BT
Geneva, IL

PREPARED BY
MIDLAND STANDARD ENGINEERING & TESTING, INC.
EAST DUNDEE, ILLINOIS

MIDLAND STANDARD ENGINEERING & TESTING, INC.

BASIS OF RATES

SCHEDULE OF SERVICES AND FEES-ATTACHMENT 1

We propose to provide the necessary Engineering Consultation and Quality Control inspections and testing, using experienced personnel, in accordance with the project specifications and recognized test procedures developed by, IDOT, ASTM, ACI, AASHTO, etc. We can also provide engineering analysis, problem solving and consultation services as requested.

Our services would be provided at the request of your designated representative on a unit rate basis in accordance with the Schedules of Services and Fees.

Engineering Technicians or Field Engineers would be assigned to provide the field services as requested by your Designated Representatives. Engineering liaison, review and supervision will be provided by a Project Engineer.

In addition to the field and laboratory technical staff, we are able to provide full engineering backup services. Our engineering staff will be available to provide consultation and recommendations which may be required when job site problems are experienced.

Our billing philosophy is simple and direct. We account and invoice for all time expended on a project by our personnel for inspections, preparing and reviewing reports, attending meetings, resolving problems or providing services productive to the project.

Our field people are quoted on a time basis, which includes being fully equipped and expendable supplies.

ATTACHMENT 1 (CONT'D)

FEE SCHEDULE GENERAL INSPECTION AND TESTING

CONSTRUCTION TESTING AND INSPECTION SERVICES

A. Engineering Technician-Level I/ACI Technician
(MATERIAL TESTER 1)

We will provide the services of an Engineering Technician for a fee of..... \$ 94.00
per hour. A four (4) hour minimum/ day is applicable

B. Engineering Technician Level II PCC Technician
(MATERIAL TESTER 2)

We will provide the services of Level II Engineering Technician for a fee of..... \$ 98.00
per hour. A four (4) hour minimum/ day is applicable

C. Engineering Technician- Level I BIT Technician
(MATERIAL TESTER 1)

We will provide the services of an Engineering Technician for a fee of..... \$ 94.00
per hour. A four (4) hour minimum/ day is applicable

D. Engineering Technician- Level II BIT Technician
(MATERIAL TESTER 2)

We will provide the services of a Level II Engineering Technician for a fee of..... \$ 98.00
per hour. A four (4) hour minimum/ day is applicable

E. Engineering Technician- Soils and Backfill
(MATERIAL TESTER 2)

We will provide the services of a Soils Engineering Technician for a fee of..... \$ 98.00
per hour. A four (4) hour minimum/ day is applicable

ATTACHMENT 1 (CONT'D)

F. Engineering Services –All Projects

Engineering Services for inspection, test evaluation, contract administration, laboratory and field supervision, resolution of special problems, preparation of reports, job-site and other job related meetings and consultation will be furnished in accordance with the following schedule of hourly rates:

PW Administrator.....	\$ 75.00
Field Engineer.....	\$ 95.00
Steel Inspector (Level II).....	\$ 98.00
Staff Engineer.....	\$ 90.00
Project Engineer	\$ 110.00
Project Manager or Materials Consultant, P.E.....	\$ 125.00
Geotechnical Engineer, P.E.....	\$ 135.00
Principal Engineer, P.E.....	\$ 145.00

G. Laboratory Services

Our fully equipped laboratory can provide a full range of tests, rates for tests not specifically quoted available on request.

1. Compressive Strength tests of concrete cylinders, including expendable supplies (molds), curing at MSET, (Pick-up additional)	\$ 17.50 ea.
2. Flexural Strength tests of concrete beams, including reusable molds, curing at MSET and disposal, (Pick up additional)	\$ 50.00 ea.
3. Aggregate Gradation	
Dry Sieve Analysis.....	\$ 60.00 ea.
Washed Sieve Analysis.....	\$ 70.00 ea.
Hydrometer & Sieve Analysis.....	\$ 90.00 ea.
4. Atterberg Limits ASTM D4318.....	\$ 80.00 ea.
5. Theoretical Maximum Density ASTM D 2041	\$ 155.00 ea.
6. Asphalt Content by Reflux Extraction	\$ 100.00 ea.
7. Asphalt Content by Reflux Extraction with Gradation	\$ 165.00 ea.
8. Asphalt Content by Ignition Oven	\$ 100.00 ea.
9. Asphalt Content by Ignition Oven with Gradation	\$ 165.00 ea.
10. Bulk Specific Gravity of Gyratory Specimen	
a. (set of two) and air voids.....	\$ 315.00 ea.
11. Laboratory Compaction Characteristics Using Standard Effort ASTM D 698.....	\$ 155.00 ea.
12. Laboratory Compaction Characteristics Using Modified Effort ASTM D 1557.....	\$ 175.00 ea.

H. Miscellaneous Services

Concrete cylinder pick-up trips will be invoiced when cylinders are picked up as a special trip and not returned to laboratory by MSET personnel commuting to jobsite\$ 75.00 each

NOTES TO FEE SCHEDULE

1. a. Personnel rates quoted are based on rates quoted above are based on first shift work days, Monday through Friday, and up to 8 hours, per man, per day. Shift differentials are applied to straight time rates as follows:
 - First Shift - 6am-2pm, Rates x 1.0
 - Second Shift - 2pm-10pm, Rates x 1.10
 - Third Shift - 10pm-6am, Rates x 1.25Shift rate differentials are determined by the starting time of the inspection shift.
- b. Overtime rates are applicable to all work per man, over 8 hours per day, on Saturdays, Sundays and holidays. Overtime rates are 1.40 times the applicable straight time rate, (after applying the shift differential). An eight (8) hour minimum daily charge applies for second shift, third shift, weekend and holiday work.
- c. An overtime multiplier of 1.5 times the listed rates may be applied for laboratory testing such as concrete strength testing conducted outside of normal business hours, if required on a job to job basis.
2. Personnel rates are billed portal to portal from our East Dundee facilities. For full time assignments we will attempt to assign personnel to report directly to the job site.
3. Invoices will be submitted once a month for services rendered during the prior month.
4. Rates quoted above include 4 copies of reports distributed and mailed in accordance with your instructions.
5. The presence of our personnel on site will be for the express purpose of observing the work and performing specific tests to document compliance of the work with the applicable specifications. We will not be responsible for job site safety, that duty being properly an obligation of the Contractor, who should be so informed. We will comply fully with the Contractor's safety program.
6. Services and fees not specifically listed above will be quoted upon request.
7. Unit Rates quoted above are applicable until 1/1/13 and are based on our staffing conditions, current as of the date of this proposal.

South Street Trail
Randall Road Underpass
Kane County, IL

Estimate of Testing & Inspection Costs				ATTACHMENT 1.1														
WORK DESCRIPTION	TEST QTY	INSPECTION PERSONNEL REQUIREMENTS			COST EXTENSION	LABORATORY TESTING											LAB COST EXTENSION	WORK ITEM TOTAL
		PCC TESTER 1 (mandays)	HMA TESTER 1 (mandays)	MAT'L TESTER 2 (mandays)		Asphalt Content & Gradation	Mechanical Sieve	Core Strength	Organic Content & pH	Wash Sieve	HMA Core Density	Standard Proctor	Hydrometer & Atterberg	Sample/Cylinder Pickup				
<i>Duration: 8/2012 to 12/2012</i>																		
Estimate of Testing & Inspection Costs																		
EARTHWORK																		
Earth Excavation	385 cu yd			1.0	\$784.00												\$784.00	
Subgrade	1,145 sq yd																	
PGE, Subgrade	250 cu yd																	
Trench Backfill	10 cu yd																	
Aggregate Base, 10"	1,145 sq yd			1.0	\$784.00					1			1		1		\$300.00	
Topsoil	5,162 sq yd													1			\$260.00	
CONCRETE																		
Structures	53 cu yd	4.0			\$3,008.00	4											3	\$295.00
4 Curb and Gutter	75 ft	0.5			\$376.00	4											1	\$145.00
8 Sidewalk, 6"	392 sq ft	0.5			\$376.00	4											1	\$145.00
HMA PAVEMENT																		
Surface Course, NSO	125 tons		1.0		\$752.00		1					5					1	\$420.00
SUBTOTAL TECHNICIANS		5.0	1.0	2.0	\$6,080.00	12.0	1.0	0.0	0.0	1.0	1.0	5.0	1.0	1.0	7.0		\$1,565.00	\$7,645.00
		\$752.00 /dy	\$752.00 /dy	\$784.00 /dy		\$17.50 /ea	\$155.00 /ea	\$315.00 /ea	\$45.00 /ea	\$90.00 /ea	\$70.00 /ea	\$38.00 /ea	\$155.00 /ea	\$170.00 /ea	\$75.00 /ea			
		\$3,760.00	\$752.00	\$1,568.00	\$6,080.00	\$210.00	\$155.00	\$0.00	\$0.00	\$90.00	\$70.00	\$190.00	\$155.00	\$170.00	\$525.00		\$1,565.00	\$7,645.00
ALLOWANCE FOR ADDITIONAL ITEMS																		
PCC Tester 1	4 hr.				\$526.40													
HMA Tester 1	0 hr.				\$0.00													
Material Tester 2	0 hr.				\$0.00													
PW Administration	hr.				\$0.00													
Field Engineer	hr.				\$0.00													
Project Engineer	4 hr.				\$440.00													
Principal Engineer	hr.				\$0.00													
															subtotal of laboratory testing= \$1,565.00 subtotal of technician time= \$6,080.00 subtotal of additional allowances= \$966.40			
															GRAND TOTAL w/additional allowance= \$8,611.40			