

COUNTY OF KANE

Christopher J. Lauzen
Kane County Board Chairman



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Geneva, IL 60134
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DOCUMENT VET SHEET

for
Christopher J. Lauzen
Chairman, Kane County Board

RECEIVED

MAR 15 2013

KANE COUNTY BOARD

Name of Document: Engineering Services Agreement with Collins Engineering
for 2013 Structure Safety Inspections

Submitted by: Linda Haines

Date Submitted: March 8, 2013

Examined by: Pat Jaeger
(Print name)

[Signature]
(Signature)

03-08-13
(Date)

CARL SCHOEDEL

[Signature]

3-13-13

Post on the Web: YES NO Atty. Initials [Signature]

Comments:

Chairman signed: YES NO 3/26/13
(Date)

Document returned to: forwarded Clerk Cunningham
(Name/Department)

**AN AGREEMENT BETWEEN THE COUNTY OF KANE AND
COLLINS ENGINEERS, INC. FOR THE 2013 STRUCTURE SAFETY INSPECTIONS**

PURCHASE ORDER # _____

This AGREEMENT, made this ____ day of March, 2013, between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY"), of 719 South Batavia Avenue, Geneva, Illinois 60134 and COLLINS ENGINEERS, INC., an Illinois licensed professional engineering firm, with offices at 123 North Wacker Drive, Suite 900, Chicago, Illinois 60606 (hereinafter referred to as the "CONSULTANT"). The COUNTY and the CONSULTANT are sometimes hereinafter collectively referred to as the "PARTIES" and individually as a "PARTY".

WITNESSETH

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

WHEREAS, consultant services are necessary to perform the inspection of County and Township bridges throughout Kane County (hereinafter referred to as the "PROJECT"); and,

WHEREAS, the PROJECT is mandated by the Surface Transportation Assistance Act of 1978; and,

WHEREAS, the CONSULTANT has experience and professional expertise in bridge inspection services and is willing to perform said services for the PROJECT for an amount not to exceed Four Hundred Thousand Dollars (\$400,000.00),

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

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

1.0 INCORPORATION

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

2.0 SCOPE OF SERVICES

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

3.0 NOTICE TO PROCEED

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

4.0 TECHNICAL SUB-CONSULTANTS

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

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

5.0 TIME FOR PERFORMANCE

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

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

6.0 COMPENSATION

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

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

6.3 For direct expenses, the COUNTY shall pay the CONSULTANT for supplies and materials required for the completion of all work defined in the Exhibit "A" which is attached hereto.

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

- 6.5 Within 45 days of receipt, review and approval of properly documented invoices, the COUNTY shall pay or cause to be paid to the CONSULTANT partial payments of the compensation specified in this AGREEMENT. Payment will be made in the amount of sums earned less previous partial payments. However, the COUNTY reserves the right to hold back a sum equal to five percent (5%) of the total AGREEMENT sum to ensure performance satisfactory to the Kane County Engineer.
- 6.6 All invoices shall be submitted on the most current Illinois Department of Transportation Bureau of Design and Environment invoicing form appropriate for the PROJECT.
- 6.7 The CONSULTANT agrees to receive all payment for work performed under this AGREEMENT via the COUNTY's automatic clearing house program.
- 6.8 All invoicing will be based upon calendar months solely.
- 6.9 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not exceed Four Hundred Thousand Dollars (\$400,000.00).

7.0 DELIVERABLES.

- 7.1 The CONSULTANT shall provide the COUNTY, prior to the termination of this AGREEMENT, or at such time as the Kane County Engineer directs, any required deliverables related to work performed under this AGREEMENT.
- 7.2 Upon receipt, review and acceptance of all deliverables by the COUNTY (if required), final payment will be made to the CONSULTANT by the COUNTY.

8.0 CONSULTANT'S INSURANCE

- 8.1 The CONSULTANT shall, during the term of this AGREEMENT and as may be required thereafter, maintain, at its sole expense, insurance coverage including:
 - A. Worker's Compensation Insurance in the statutory amounts.
 - B. Employer's Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) each accident/injury and Five Hundred Thousand Dollars (\$500,000) each employee/disease.
 - C. Commercial General Liability Insurance, (including contractual liability) with limits of not less than One Million Dollars (\$1,000,000) per occurrence bodily injury/property damage combined single limit; Two Million Dollars (\$2,000,000) excess liability coverage in the aggregate for injury/property damage combined single limit and Two Million Dollars (\$2,000,000) in the aggregate for products-completed operations.

D. Commercial Automobile Liability Insurance with minimum limits of at least One Million Dollars (\$1,000,000) for any one person and One Million Dollars (\$1,000,000) for any one occurrence of bodily injury or property damage.

E. Professional Errors and Omissions Insurance with a minimum limit of Two Million Dollars (\$2,000,000.00).

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S certificates of insurance before issuance of the Notice to Proceed. The certificates of insurance shall include the name of the Kane County PROJECT, as well as the section number. The CONSULTANT shall provide the COUNTY and maintain a certificate of insurance for its General Liability, Automobile, Professional Errors and Omissions, and Umbrella Insurance Policies, if applicable, which certificate shall include the COUNTY as additional named insured, and the certificate holder as the COUNTY, 719 S. Batavia Ave., Geneva, IL 60134. The additional named insured endorsement included on the CONSULTANT'S Commercial General Liability, Automobile, Professional Errors and Omissions, and Umbrella Policies shall provide the following:

A. That the coverage afforded the additional named insured will be primary insurance for the additional named insured with respect to claims arising out of operations performed by or on behalf of the CONSULTANT;

B. That if the additional named insured has other insurance which is applicable to the loss, such other insurance will be only on an excess or contingent basis;

C. That the amount of the CONSULTANT'S liability under the insurance policy will not be reduced by the existence of such other insurance; and,

D. That the certificate of insurance shall contain a provision or endorsement that the coverage afforded will not expire, be canceled, materially changed, nor renewal refused until at least thirty (30) days prior written notice has been given to COUNTY.

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

9.0 INDEMNIFICATION.

- 9.1 To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the COUNTY, and its officials, directors, officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including but not limited to court costs and attorney's fees, arising out of or resulting from performance of the work, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the CONSULTANT, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, excluding any proportionate amount of any claim, damage, loss or expense which is caused by the negligence of the COUNTY. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity, which would otherwise exist as to a PARTY or person described in this paragraph. In claims against the COUNTY and its officials, directors, officers, agents, and employees by an employee of the CONSULTANT, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or a sub-consultant under workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents, and employees, from defending through the selection and use of their own agents, attorneys and experts, to defend any claims, actions or suits brought against them.
- 9.3 If any errors, omissions, intentional or negligent acts are made by the CONSULTANT or sub-consultant in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY.
- 9.4 Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for the quality of the work, nor of the CONSULTANT'S liability for loss or damage to property or persons resulting therefrom.

10.0 SATISFACTORY PERFORMANCE.

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

11.0 CONFLICT OF INTEREST.

- 11.1 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.
- 11.2 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Purchasing Act; and further certifies that it has not been barred from contracting with a unit of State or Local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, 1992, Chapter 720, paragraph 5/33E-3).

12.0 OWNERSHIP OF DOCUMENTS.

- 12.1 The CONSULTANT agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, documents and computations prepared by the CONSULTANT under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY within ninety (90) days of written request therefor. The CONSULTANT's obligation hereunder shall survive the termination of this AGREEMENT.
- 12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT.

13.0 COMPLIANCE WITH STATE AND OTHER LAWS – PREVAILING WAGE ACT.

- 13.1 The CONSULTANT and any sub-consultants will comply with all State, Federal and Local statutes, ordinances and regulations; and will obtain all permits as are applicable.
- 13.2 The CONSULTANT and any sub-consultants shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice.
- 13.3 The CONSULTANT and any sub-consultant(s) shall comply with all applicable State and Federal Prevailing Rate of Wage Laws, and shall take all steps necessary to remain in compliance therewith. (See Exhibit "C")
- 13.4 The CONSULTANT and any subconsultants shall comply with the Kane County Ethics Ordinance (Article II, Division 3, Section 2-211), (See Exhibit "D").

14.0 MODIFICATION OR AMENDMENT.

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

15.0 TERM OF THIS AGREEMENT.

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

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

B. December 31, 2014

15.2 In the event the required calendar days as stated in Section 15.1 B above are exceeded and/or anticipated personnel requirements are not adequate and remaining funds are not sufficient to complete the PROJECT, adjustments in total compensation to the CONSULTANT may, at the sole option of the COUNTY be determined through negotiation between the COUNTY and the CONSULTANT. The COUNTY shall however, have no obligation to agree to any adjustment in total compensation or in the term of this AGREEMENT.

15.3 The date of the first calendar day for this AGREEMENT shall be the date of receipt of the Notice to Proceed by the CONSULTANT from the COUNTY. In the event the PROJECT work is suspended by the COUNTY as recorded on the "Report of Starting and Completion Date," the calendar days for this AGREEMENT will also be suspended for a like amount of time.

15.4 Notwithstanding anything in Section 15.0 to the contrary, the Kane County Engineer may at his sole option, upon the request of the CONSULTANT, extend the term of this AGREEMENT for a period of time up to but not exceeding two, one-year periods.

16.0 TERMINATION ON WRITTEN NOTICE.

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

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

16.3 Upon termination of this AGREEMENT, the obligations of the PARTIES to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Notwithstanding anything in this AGREEMENT to the contrary however, the obligations of the CONSULTANT to

indemnify and hold harmless the COUNTY as provided for in Section 9.0 of the AGREEMENT shall survive the termination of this AGREEMENT.

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

17.0 ENTIRE AGREEMENT.

17.1 This AGREEMENT contains the entire agreement and understandings between the PARTIES.

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

18.0 NON-ASSIGNMENT.

18.1 This AGREEMENT shall not be assigned by a PARTY without prior written approval of the other PARTY.

19.0 SEVERABILITY.

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

20.0 GOVERNING LAW.

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

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

21.0 NOTICE.

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

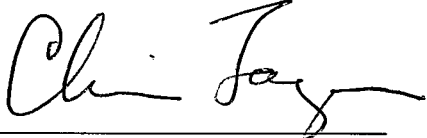
KANE COUNTY DIVISION OF TRANSPORTATION
41W011 Burlington Road
Saint Charles, IL 60175
Attn.: Carl Schoedel, P.E., Kane County Engineer

COLLINS ENGINEERS, INC.
123 North Wacker Drive, Suite 900
Chicago, Illinois 60606
Attn: Daniel G. Cecchi, Executive Vice President

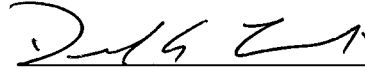
IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

COUNTY OF KANE

COLLINS ENGINEERS, INC



CHRISTOPHER J. LAUZEN
CHAIRMAN, KANE COUNTY BOARD

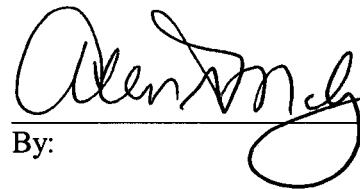


By: DANIEL G. CECCHI
VICE-PRESIDENT

ATTEST:

ATTEST:

JOHN A. CUNNINGHAM
KANE COUNTY CLERK



By: _____

(Seal)

Exhibit "A"

Exhibit "A"

SCOPE OF SERVICES 2013 STRUCTURE SAFETY INSPECTIONS

A. History

The Surface Transportation Assistance Act of 1978 required that all public bridges over 20 feet in length be inspected and inventoried in accordance with the National Bridge Inspection Standards by December 31, 1980. In October 1988, NBIS was modified to require special inspections of fracture critical details and underwater features of bridges. Since then, changes have been made to address increased focus on scour inspections, timely reporting, inspector qualification, and other issues. Qualified personnel must typically inspect bridges every two years and have their findings submitted to IDOT for inclusion in the state and national databases.

B. Qualifications

The Consultant shall provide personnel qualified to perform the bridge inspections. An IDOT approved Team Leader shall supervise, in the field, all inspection activities.

The Consultant shall also supply an IDOT approved staff member to act as Program Manager for all inspections.

The Consultant shall also provide a structural engineer registered in the State of Illinois to review any bridges that are determined to be structurally deficient on an as needed basis.

The Consultant shall provide staff trained in the use of Cartegraph BRIDGEview software to maintain the existing County structure database.

The Consultant shall provide the specific qualifications for all members on the inspection team, and for all related work.

C. Scope of Work

The Consultant shall inspect all structures detailed below, in accordance with the National Bridge Inspection Standards and the Illinois Department of Transportation Structure Information and Procedure Manual. In addition, an inspection will be conducted for the new Keslinger Road over LaFox Tributary to Mill Creek bridge. This bridge will also be evaluated for overweight loads, using the County four standard vehicle configurations.

The Consultant shall submit the following to the County for each major structure inspected:

- 1) IDOT Bridge Inspection Report, BBS-BIR
- 2) Bridge Inspection Report Narrative

The Bridge Inspection Report Narrative shall be in a format similar to the attached.

In addition, the consultant will provide a detailed cost estimate for each structure that includes the costs of all repairs mentioned in the report's recommendations.

The Consultant shall also provide a plan of access for inspection of the bridges. It is anticipated that specialized equipment such as snooper trucks or rigging may be required to allow the inspector to closely examine the bridge elements. Generally, the inspector must be within arm's reach to adequately inspect a bridge element. Safety of the inspector is of extreme importance to the County and is the responsibility of the Consultant. The Consultant is solely responsible for the safety practices and methods used to perform any and all inspections.

The consultant shall coordinate all inspections over railroads with the appropriate railroad. Any costs for licenses and permits shall be included in this work.

The consultant will provide on-call design services, review services, and inspection services to be billed against the on-call item in the contract.

The consultant will assist in any other needs as defined by the county to comply with the requirements of NBIS.

D. Schedule

The notice to proceed will be issued on approximately January 31, 2013.

The project schedule shall be as follows.

Structure Inspections

May 10, 2013	Submittal of BBS BIR forms to IDOT and KDOT
June 28, 2013	Narratives and cost estimates submitted
August 2, 2013	Comments returned by KDOT

August 30, 2013 Final versions of all materials submitted to County,
Cartegraph data updated

m:\dotserverd\users\implementation\consultant selection\2012 qbs\2013 structure inspections\scope\exhibit a scope2013.doc

Jurisdiction	Structure Number	Roadway Carried	Feature Crossed	Notes
1 Big Rock	045-3045	W. County Line Road	Big Rock Creek	
2 Big Rock	045-3059	Lasher Road	Welch Creek	
3 Big Rock	045-3067	Scott Road	Big Rock Creek	
4 Big Rock	045-3090	W. County Line Road W. Branch	Big Rock Creek	
5 Big Rock	045-3106	Price Road	Big Rock Creek	March Inspection.
6 Big Rock	045-3106	Price Road	Big Rock Creek	September Inspection.
7 Big Rock	045-3111	Scott Road	Malgren Drain	
8 Big Rock	045-5005	Dugan Road	Welch Creek	
9 Blackberry	045-3056	Smith Road	Blackberry Creek	
10 Blackberry	045-3057	Seavey Road	Blackberry Creek	
11 Blackberry	045-3061	Scott Road	Blackberry Creek	
12 Blackberry	045-3068	Brundidge Road	Mill Creek	
13 Blackberry	045-3092	Finley Road	Blackberry Creek	
14 Blackberry	045-3117	Seavey Road	Blackberry Creek	
15 Blackberry	045-3129	Kenmar Drive	Stream	
16 Blackberry	045-3143	Harley Road	C&NW RR	
17 Burlington	045-3319	Middleton Road	Virgil Drainage Ditch No. 3	
18 County	045-0040	French Road	Burlington Creek	
19 County	045-0049	Main Street	Blackberry Creek	
20 County	045-3000	County Line Road	Union Ditch No. 3	
21 County	045-3002	Peplow Road	Virgil Ditch No. 3	
22 County	045-3006	Bliss Road	Blackberry Creek	
23 County	045-3009	Jericho Road	Big Rock Creek	
24 County	045-3010	Jericho Road	Blackberry Creek	
25 County	045-3025	Fletcher Drive	Tyler Creek	
26 County	045-3035	Allen Road	Hampshire Creek	
27 County	045-3036	Walker Road	Burlington Creek	
28 County	045-3041	Ramm Road	Virgil Ditch No. 3	
29 County	045-3047	Bowes Road	Fitchie Creek	
30 County	045-3053	Keslinger Road	Branch of Mill Creek	March Inspection
31 County	045-XXXX	Keslinger Road	Branch of Mill Creek	September Initial Inspection. Replaces SN 045-3053.
32 County	045-3139	Dauberman Road	Welch Creek	
33 County	045-3145	Keslinger Road	Mill Creek	
34 County	045-3154	Keslinger Road	Blackberry Creek	
35 County	045-5001	Meredith Road	Virgil Ditch No. 1	
36 County	045-5008	Lafox Road	Mill Creek	
37 County	045-5530	Keslinger Road	LaFox Trib to Mill Creek	
38 County	045-5542	Peplow Road	Union Drainage Ditch	
39 Elgin	045-3124	Coombs Road	IC&E RR	
40 Geneva	045-5006	McKee Street	Trib. Of Mill Creek	
41 Hampshire	045-3119	O'Brien Road	Harmony Creek	
42 Hampshire	045-5007	Walker Road	Hampshire Creek	
43 Kaneville	045-3113	Rowe Road	Welch Creek	
44 Kaneville	045-3118	Owens Road	Big Rock Creek	
45 Kaneville	045-3126	Ehlers Road	Young's Creek	
46 Kaneville	045-5012	Harter Road	E. Branch Big Rock Creek	
47 Plato	045-3321	Nesler Road	Fitchie Creek	
48 St. Charles	045-5004	Stevens Road	W. Trib. Of Otter Creek	
49 Sugar Grove	045-3062	Densmore Road	Blackberry Creek	
50 Sugar Grove	045-3071	Ke-De-Ka Road	Blackberry Creek	
51 Sugar Grove	045-3073	Hankes Road	Lake Run Creek	
52 Virgil	045-3038	Winters Road	Virgil Drainage Ditch No. 3	
53 Virgil	045-3039	McNulty Road	Virgil Drainage Ditch No. 1	
54 Virgil	045-3040	Welter Road	Virgil Drainage Ditch No. 2	

Exhibit "B"



**Cost Estimate of
Consultant Services**
(Direct Labor Multiple)

Firm Collins Engineers, Inc.
 Route _____
 Section _____
 County Kane
 Job No. _____
 PTB & Item NA

Date 02/07/13
 Overhead Rate 175.93%
 Complexity Factor 0

ITEM	MANHOURS (A)	PAYROLL (B)	(2.80+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
Project Management	90	5,027.40	14,076.72				14,076.72	3.52%
QA/QC	60	3,775.80	10,572.24				10,572.24	2.64%
Planning	54	3,016.44	8,446.03				8,446.03	2.11%
Access Plans	8	446.88	1,251.26				1,251.26	0.31%
Bridge Inspections	346	15,461.01	43,290.83	50,000.00			93,290.83	23.32%
Report Writing	540	19,883.40	55,673.52				55,673.52	13.92%
Exhibits (CADD)	216	6,135.00	17,178.00				17,178.00	4.29%
Cost Estimates	108	5,138.88	14,388.86				14,388.86	3.60%
Bridge Ratings	1080	40,392.60	113,099.28				113,099.28	28.27%
Cartograph	108	4,244.88	11,885.66				11,885.66	2.97%
On-Call Services			0.00				60,137.59	15.03%
TOTALS	2610	103,522.29	289,862.41	50,000.00	0.00	0.00	400,000.00	100.00%

Average Hourly Project Rates

Route _____
 Section _____
 County Kane
 Job No. _____
 PTB/Item NA

Consultant Collins Engineers, Inc.

Date 02/07/13

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Project Management			QA/QC			Planning			Access Plans			Bridge Inspections		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
E8	\$70.00	30	1.15%	0.80				30	50.00%	35.00									
E7	\$70.00	0																	
E6	\$69.31	0																	
E5	\$55.86	719	27.55%	15.39	90	100.00%	55.86	30	50.00%	27.93	54	100.00%	55.86	8	100.00%	55.86	173	50.00%	27.93
E4	\$46.71	0																	
E3	\$39.73	0																	
E2	\$33.51	1745	66.86%	22.40													173	50.00%	16.76
E1	\$26.43	0																	
T3	\$34.19	0																	
D3	\$30.95	0																	
T2	\$24.23	0																	
D2	\$24.00	116	4.44%	1.07															
D1	\$19.29	0																	
T1	\$14.92	0																	
C2	\$26.06	0																	
C1	\$17.33	0																	
		0																	
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TOTALS		2610	100%	\$39.66	90	100%	\$55.86	60	100%	\$62.93	54	100%	\$55.86	8	100%	\$55.86	346	100%	\$44.69



Average Hourly Project Rates

Route _____
 Section _____
 County Kane
 Job No. _____
 PTB/Item NA

Consultant Collins Engineers, Inc.

Date 02/07/13

Sheet 2 OF 1

Payroll Classification	Avg Hourly Rates	Report Writing			Exhibits (CADD)			Cost Estimates			Bridge Ratings			Cartegraph			On-Call Services			
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	
E8	\$70.00																			
E7	\$70.00																			
E6	\$69.31																			
E5	\$55.86	80	14.81%	8.28				68	62.96%	35.17	188	17.41%	9.72	28	25.93%	14.48				
E4	\$46.71																			
E3	\$39.73																			
E2	\$33.51	460	85.19%	28.55	100	46.30%	15.51	40	37.04%	12.41	892	82.59%	27.68	80	74.07%	24.82				
E1	\$26.43																			
T3	\$34.19																			
D3	\$30.95																			
T2	\$24.23																			
D2	\$24.00				116	53.70%	12.89													
D1	\$19.29																			
T1	\$14.92																			
C2	\$26.06																			
C1	\$17.33																			
TOTALS		540	100%	\$36.82	216	100%	\$28.40	108	100%	\$47.58	1080	100%	\$37.40	108	100%	\$39.30	0	0%	\$0.00	



**Payroll Escalation Table
Fixed Raises
New Formula**

FIRM NAME Collins Engineers, Inc.
PRIME/SUPPLEMENT Prime

DATE 02/07/13
PTB NO. NA

CONTRACT TERM 8 MONTHS
START DATE 3/1/2013
RAISE DATE 1/1/2014

OVERHEAD RATE 175.93%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

3/1/2013 - 10/31/2013

8
8

= 100.00%
= 1.0000

The total escalation for this project would be: 0.00%

EXHIBIT "C"

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".

The CONSULTANT 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>.

Prevailing wage rates are subject to revision monthly. The CONSULTANT acknowledges its responsibility, for payment of any applicable future adjustment thereof.

The CONSULTANT further acknowledges its responsibility to notify any sub-consultant of the applicability of the Prevailing Wage Act.

When applicable, the CONSULTANT agrees to provide the Kane County Division of Transportation "certified payrolls" as required by the Prevailing Wage Act.

Collins Engineers, Inc.

Company Name

D. M. G. T. A.

Signature of Officer of Company

Exec. Vice President

Title

2/7/13

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:	Collins Engineers, Inc.
Contact Person:	Daniel G. Cecchi
Address:	123 North Wacker Drive, Suite 900
City:	Chicago
State:	Illinois
Zip Code:	60606
Phone:	1-312-704-9300