

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09 - 254

**APPROVING A PHASE I ENGINEERING SERVICES AGREEMENT
WITH TENG & ASSOCIATES, INC. FOR
DAUBERMAN ROAD OVER WELCH CREEK
KANE COUNTY SECTION NO. 08-00066-02-BR**

WHEREAS, Phase I Engineering services are needed for the proposed improvement of the Dauberman Road (Kane County Highway No. 62) bridge over Welch Creek improvement (herein referred to as the "Improvement"); and

WHEREAS, in order to accomplish the Improvement, it is necessary to retain the services of a professional engineering firm to provide Phase I Engineering services; and

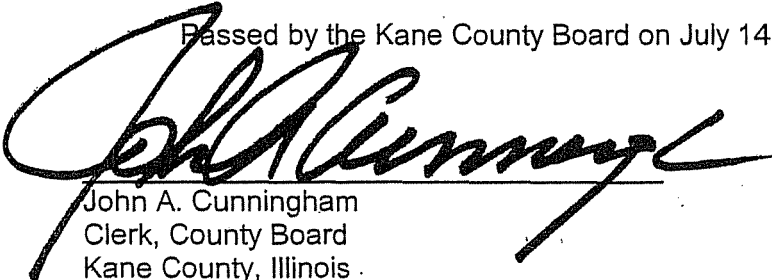
WHEREAS, Teng & Associates, Inc., 205 North Michigan, Chicago, IL 60601-5924 has experience and professional expertise in Phase I Engineering and is willing to perform the required services for an amount not to exceed Ninety Six Thousand One Hundred Seventy Six and 46/100 Dollars (\$96,176.46).

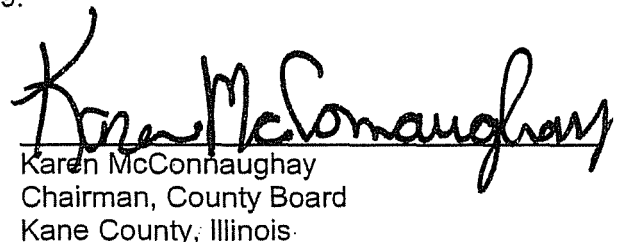
NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute a Phase I Engineering services agreement with Teng & Associates, Inc. (a copy of which is on file with the County Clerk's Office).

BE IT FURTHER RESOLVED that the Kane County Board appropriate the not to exceed sum of Ninety Six Thousand One Hundred Seventy Six and 46/100 Dollars (\$96,176.46) from Local Option Fund #304, Line Item #50140 (Engineering) to pay for said Phase I Engineering services with approximately Seventy Six Thousand Nine Hundred Forty One Dollars (\$76,941) reimbursement thereof 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?
304.520.524.50140	Engineering	Yes	Yes	

Passed by the Kane County Board on July 14, 2009.


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


Karen McConaughay
Chairman, County Board
Kane County, Illinois

Vote:
Yes 23
No _____
Voice _____
Abstentions _____

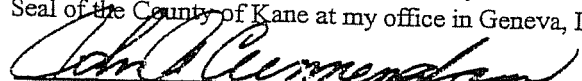
7DBRMNTENGPHI.4LH

STATE OF ILLINOIS
COUNTY OF KANE

DATE JUL 23 2009

I, John A. Cunningham, Kane County Clerk and Keeper of the Records in Kane County, Illinois do hereby certify that the attached is a true and correct copy of the original record on file.

In witness whereof, I have hereunto set my hand and affixed the Seal of the County of Kane at my office in Geneva, Illinois.


John A. Cunningham, Kane County Clerk

DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: Phase I Engineering Agreement with Teng & Associates for

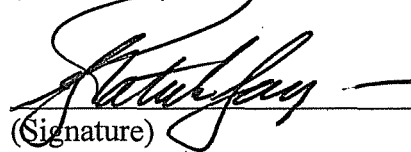
Dauberman Road over Welch Creek

Submitted by: _____

Date Submitted: _____

Examined by: Pat Jaeger

(Print name)


(Signature)

May 15, 2009

(Date)

Comments: _____

Chairman signed: ☒ Yes ☐ No 9-29-09
(Date)

Document returned to: County Clerk

Local Agency County of Kane Division of Transportation	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Teng & Associates, Inc.
County Kane				Address 205 N. Michigan Ave.
Section 08-00066-02-BR				City Chicago
Project No. BHOS-0089(127)				State Illinois
Job No. P-91-163-09				Zip Code 60601
Contact Name/Phone/E-mail Address Mr. Paul LaFleur (630) 406-7355 LaFleurPaul@co.kane.il.us				Contact Name/Phone/E-mail Address Mr. Peter Ross (312) 616-0000 RossPF@teng.com

THIS AGREEMENT is made and entered into this _____ day of _____, _____ 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 Dauberman Road over Welch Creek Route CH 62 Length 1,000' Structure No. 045-3107

Termini Approximately 500 feet south of Welch Creek to approximately 500 feet north of Welch Creek

Description The scope of this agreement is to perform Phase I services for the improvement of the Dauberman Road structure over Welch Creek.

Agreement Provisions

I. THE ENGINEER AGREES,

- 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.
- 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.
- To complete the services herein described within 365 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.
- 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.
- 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.
- 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.
- 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.
- 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:
- 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,
 - 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
 - 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.
 - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - 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,
 - 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
 - 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 o 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.

10. 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 of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Teng & Associates, Inc.	36-2491653	\$75,669.24
Sub-Consultants:	TIN Number	Agreement Amount
GeoServices, Inc.	36-4390972	\$16,654.27
Huff & Huff, Inc.	36-3044842	\$3,571.28
(Outside Direct Costs)	-	\$281.67
	Sub-Consultant Total:	\$20,507.22
	Prime Consultant Total:	\$75,669.24
	Total for all Work:	\$96,176.46

Executed by the LA:

County of Kane

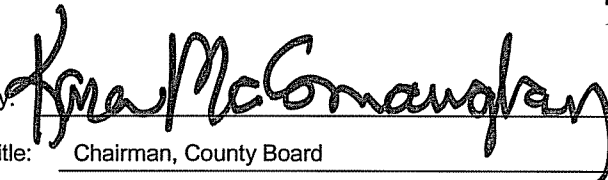
(Municipality/Township/County)

ATTEST:

By: _____

John A. Cunningham, County Clerk

(SEAL)

By: 
Title: Chairman, County Board

Executed by the ENGINEER:

ATTEST:

By: 

Title: GR, V.P.

Teng & Associates, Inc.

By: 

Title: Donna Floerchinger, Chief Financial Officer

Exhibit A - Preliminary Engineering

Route: CH 62
 Local Agency: Kane County
 (Municipality/Township/County)
 Section: 08-00066-02-BR
 Project: BHOS-0089(127)
 Job No.: P-91-163-09

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

Overhead Rate (OH) 131.51 %
 Complexity Factor (R) 0.00
 Calendar Days 365

Method of Compensation:

- Cost Plus Fixed Fee 1 ☐ 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Cost Plus Fixed Fee 2 ☒ 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 Cost Plus Fixed Fee 3 ☐ 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*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Meetings/Coordination	Blended Rate	40.00	\$39.51	\$1,580.40	\$2,078.38	\$77.87	\$0.00	\$549.97	\$4,286.62
Data Collection	Blended Rate	30.00	\$40.22	\$1,206.60	\$1,586.79	\$0.00	\$0.00	\$419.89	\$3,213.28
Mosaics	Blended Rate	4.00	\$32.59	\$130.36	\$171.43	\$0.00	\$0.00	\$45.36	\$347.15
Field Survey	Blended Rate	80.00	\$37.11	\$2,968.80	\$3,904.26	\$43.80	\$0.00	\$1,033.14	\$7,950.00
ESR Forms	Blended Rate	12.00	\$37.02	\$444.24	\$584.22	\$0.00	\$0.00	\$154.59	\$1,183.05
Prelim. Bridge & Hydro	Blended Rate	160.00	\$42.71	\$6,833.60	\$8,986.86	\$0.00	\$0.00	\$2,378.09	\$18,198.55
Alt. Geometric Studies	Blended Rate	60.00	\$41.28	\$2,476.80	\$3,257.23	\$0.00	\$0.00	\$861.92	\$6,595.95
Crash Analysis	Blended Rate	8.00	\$32.59	\$260.72	\$342.87	\$0.00	\$0.00	\$90.73	\$694.32
Traffic Management	Blended Rate	12.00	\$37.02	\$444.24	\$584.22	\$0.00	\$0.00	\$154.59	\$1,183.05
Draft PDR	Blended Rate	60.00	\$40.22	\$2,413.20	\$3,173.59	\$80.00	\$0.00	\$839.79	\$6,506.58
Public Involvement	Blended Rate	8.00	\$41.91	\$335.28	\$440.92	\$0.00	\$0.00	\$116.67	\$892.87
Final PDR	Blended Rate	30.00	\$38.45	\$1,153.50	\$1,516.96	\$80.00	\$0.00	\$401.41	\$3,151.87
Bridge Analysis	Blended Rate	72.00	\$45.31	\$3,262.32	\$4,290.27	\$0.00	\$0.00	\$1,135.28	\$8,687.87
Ret. Wall Analysis	Blended Rate	48.00	\$45.45	\$2,181.60	\$2,869.02	\$0.00	\$0.00	\$759.19	\$5,809.81
Geotech. Analysis	Blended Rate	8.00	\$48.56	\$388.48	\$510.89	\$16,654.27	\$0.00	\$135.19	\$17,688.83
Wetland Analysis	Blended Rate	20.00	\$35.25	\$705.00	\$927.14	\$3,571.28	\$0.00	\$245.34	\$5,448.76
QA/QC	Blended Rate	13.00	\$62.65	\$814.45	\$1,071.08	\$0.00	\$0.00	\$283.42	\$2,168.95
Admin & Management	Blended Rate	13.00	\$62.65	\$814.45	\$1,071.08	\$0.00	\$0.00	\$283.42	\$2,168.95
Totals		678.00		\$28,414.04	\$37,367.21	\$20,507.22		\$9,887.99	\$96,176.46

EXHIBIT A

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME
PRIME/SUPPLEMENT

Teng & Associates, Inc.

DATE 08/31/09
PTB NO. N/A

CONTRACT TERM
START DATE
RAISE DATE

12 MONTHS
08/31/2009
02/01/2010

OVERHEAD RATE
COMPLEXITY FACTOR
% OF RAISE

131.51%
0
3.00%

ESCALATION PER YEAR

08/31/2009 - 02/01/2010

02/02/2010 - 09/01/2010

$$\frac{5}{12}$$
$$\frac{7}{12}$$

$$= 41.67\%$$
$$= 1.0175$$

60.08%

The total escalation for this project would be:

1.75%

Location: Dauberman Road over Welch Creek
Section No: 08-00066-02-BR
Project No: BHOS-0089(127)
Job No: P-91-163-09
Type of Funding: HBP
Existing Structure No: 045-3107

Kane County Division of Transportation
EXHIBIT A

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

Teng & Associates, Inc.

DATE

08/31/09

N/A

ESCALATION FACTOR

1.75%

CLASSIFICATION	Current High	Current Low	Current Average	CALCULATED RATE
Technical Manager	\$70.00	\$59.00	\$66.69	\$67.86
Sr. Architect/Engineer	\$68.80	\$44.00	\$55.60	\$56.57
Architect/Engineer	\$58.56	\$35.00	\$45.10	\$45.89
Technician	\$48.50	\$21.00	\$32.03	\$32.59

Kane County Division of Transportation
EXHIBIT A

FIRM	Teng & Associates, Inc.
PSB	N/A
PRIME/SUPPLEMENT	

SHEET 1 **OF** 4

Teng Associates, Inc.

Kane County Division of Transportation
EXHIBIT A

FIRM	<u>Teng & Associates, Inc.</u>
PSB	<u>N/A</u>
PRIME/SUPPLEMENT	

DATE 08/31/09

SHEET 2 OF 4

Teng Associates, Inc.

Kane County Division of Transportation
EXHIBIT A

FIRM	<u>Teng & Associates, Inc.</u>
PSB	<u>N/A</u>
PRIME/SUPPLEMENT	

DATE 08/31/09

SHEET 3 OF 4

Kane County Division of Transportation
EXHIBIT A

FIRM	<u>Teng & Associates, Inc.</u>
PSB	<u>N/A</u>
PRIME/SUPPLEMENT	

DATE 08/31/09

SHEET 4 OF 4

Teng Associates, Inc.

Location: Dauberman Road over Welch Creek
 Section No: 08-00066-02-BR
 Project No: BHOS-0089(127)
 Job No: P-91-163-09
 Type of Funding: HBP
 Existing Structure No: 045-3107

Kane County Division of Transportation
 EXHIBIT A

OUTSIDE DIRECT COSTS

Package Delivery	Quantity	Unit	Unit Cost	Economy of scale	Extension	Task
Initial PDR						
to KDOT	1	Package	\$40	1	\$40.00	Draft PDR
to IDOT	1	Package	\$40	1	\$40.00	Draft PDR
Final PDR						
to KDOT	1	Package	\$40	1	\$40.00	Final PDR
to IDOT	1	Package	\$40	1	\$40.00	Final PDR
Travel	Round Trips	Miles/R-Trip	Cost/Mile	Economy of scale	Extension	Task
Kickoff Meeting at IDOT*	1	60	\$0.365	1/3	\$7.30	Meetings/Coord.
Meetings at KDOT*	1	100	\$0.365	1/3	\$12.17	Meetings/Coord.
FHWA Meeting at IDOT*	2	60	\$0.365	1/3	\$14.60	Meetings/Coord.
Site Visits*	3	120	\$0.365	1/3	\$43.80	Meetings/Coord.
Field Survey	1	120	\$0.365	1	\$43.80	Field Survey
Total Direct Costs					\$282	

* Combined with other KDOT projects (3 total projects)

Engineering Payment Report

Name	Teng & Associates, Inc.
Address	205 N. Michigan Ave., Chicago, IL 60601
Telephone	(312) 616-0000
TIN Number	36-2491653

Local Agency	County of Kane
Section Number	08-00066-02-BR
Project Number	BHOS-0089(127)
Job Number	P-91-163-09

Sub-Consultant Name	TIN Number	Actual Payment from Prime
GeoServices, Inc.	36-4390972	
Huff & Huff, Inc.	36-3044842	
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

Date _____

BLR 05610 (Rev. 9/06)



August 31, 2009

Mr. Carl Schoedel, P.E.
County Engineer / Director
Kane County Division of Transportation
41W011 Burlington Road
St. Charles, Illinois 60175

Re: Cost Estimate of Consultant Services (CECS)
Location: Dauberman Road (CH 62) over Welch Creek
Section No: 08-00066-02-BR
Project No: BHOS-0089(127)
Job No: P-91-163-09
Type of Funding: HBP
Existing Structure No: 045-3107

Dear Mr. Schoedel:

Thank you for the opportunity to help the County improve the Dauberman Road crossing of Welch Creek. Enclosed with this letter is a Preliminary Engineering Services Agreement For Federal Participation using a cost-plus/fixed fee format for the Phase I engineering of this project.

SCOPE OF PROJECT

The scope of the Phase I engineering includes collecting and analyzing pertinent data, conducting a field survey, developing structure and approach roadway geometry, accommodating storm water runoff and all necessary coordination with agencies, property owners, and other stakeholders. It also includes documenting the project in a Project Development Report (PDR) following federal guidelines. The scope of basic services includes a detailed explanation of each project task.

SCOPE OF BASIC SERVICES

Teng anticipates that the following tasks will be required for successful completion of this project:

1. Meetings & Coordination

- 1.1. Kick-Off Meeting: The kickoff meeting with the County/Teng and IDOT provides direction on the scope, logical termini, project processing (anticipated as Categorical Exclusion, Group II [CE II] without an Environmental Class of Action Determination [ECAD]), and approach to public involvement. This task includes the time to prepare for and participate in one kick-off meeting at

Mr. Carl Schoedel, P.E.
August 31, 2009
Page 2

the IDOT District One office (to be combined with the Main Street over Blackberry Creek and West County Line Road over Union Ditch No. 3 projects).

- 1.2. Kane County DOT Meeting: This meeting would ensure that the direction of the project is well coordinated with the Kane County DOT. This task includes time to prepare and participate in one meeting at the Kane County DOT office (to be combined with the Main Street over Blackberry Creek and West County Line Road over Union Ditch No. 3 projects). Note that the Kane County DOT is the lead for bicycle route planning. A future bicycle route is indicated on the Kane County Bicycle Map along Dauberman Road.
- 1.3. FHWA/IDOT Coordination Meetings: The purpose of these meetings would be to acquire concurrence on project direction, purpose and need, project termini, processing and public involvement. This task includes the time to prepare for and participate in two IDOT/FHWA meetings at the IDOT District One office (to be combined with the Main Street over Blackberry Creek and West County Line Road over Union Ditch No. 3 projects).
- 1.4. IDOT Coordination: This task includes the necessary effort to produce exhibits and letters for correspondence with IDOT.
- 1.5. Utility Coordination: This coordination includes contacting J.U.L.I.E. to acquire a list of known utilities in the project area. From this list, individual utilities would be contacted to acquire atlases or markups of their facilities.
- 1.6. CMAP Coordination: This coordination would result in acquiring design year traffic.

2. Data Collection

- 2.1. Design Team Site Visits: This task includes time to prepare for and participate in three site visits. This task is combined with the Main Street over Blackberry Creek and West County Line Road over Union Ditch No. 3 projects.
- 2.2. Site Photos and Log: The field visits will generate several sets of digital photos. This task will categorize those photos and create a log for instant access.
- 2.3. Obtain and Review Data from Kane County DOT and IDOT: The data includes previous studies, as-built existing plans, existing ROW plats, utility plans, traffic data, crash data, drainage/flooding history and soil information.
- 2.4. Prepare Maps or Charts of Collected Data: Organizing the collected data will make it more useful when accomplishing other tasks, such as composing the Project Development Report (PDR).

Mr. Carl Schoedel, P.E.
August 31, 2009
Page 3

2.5. Analyze Data to Determine Deficiencies: Analysis of the collected data can reveal design deficiencies and potential conflicts with improvement concepts.

3. Mosaics

Mosaics include obtaining aerial photography (either from Kane County or IDOT), preparing the photography in CAD software and adding labeled information to the mosaic for use as an exhibit.

4. Field Survey

This task begins with setting up the logistics of the survey and reviewing existing ROW. Next, the survey of the roadway (2 crewmen x 1.5 days/crewman) as well as a hydraulic survey of the creek (2 crewmen x 2 days/crewman) takes place. The information is then processed and placed into CAD software. Finally, the survey data is properly recorded for documentation purposes.

5. Environmental Survey Request Forms

An environmental survey request (ESR) will be submitted to IDOT. This requires exhibit preparation including an ESR limits exhibit, USGS map, NWI map and ground level photos of potentially historic structures. Cultural and biological investigations will be requested for this project. Wetland delineation will be handled separately by Huff & Huff, Inc. Special waste is not investigated by IDOT as part of the ESR process for local roads projects.

In regard to special waste, a Preliminary Environmental Site Assessment (PESA) is neither anticipated nor scoped for this project.

6. Preliminary Bridge Design & Hydraulic Report (BLR 10210)

6.1. The hydrologic analysis will make use of existing IDNR approved discharges for Welch Creek.

6.2. Complete a hydraulic analysis for existing and proposed conditions using HEC-RAS software. The base model for the hydraulic analysis will make use of the latest model available.

6.3. Floodplain compensatory storage requirements will be determined based on the proposed improvement as well as permitting requirements included in the Kane County Stormwater Ordinance.

Mr. Carl Schoedel, P.E.

August 31, 2009

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- 6.4. Evaluate Right of way based on the hydraulic requirements as well as floodplain compensatory storage for the proposed bridge.
 - 6.5. Permit Determination: This step determines what permits would need to be pursued during Phase II. Such potential permits include the National Pollutant Discharge Elimination System (NPDES), coordination with the Kane-DuPage Soil and Water Conservation District, Kane County Storm Water Permit and a Section 404 Permit Joint Application (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Illinois Environmental Protection Agency).
 - 6.6. Scour analysis will be completed for the proposed bridge and documented in the hydraulic report.
 - 6.7. Provide a narrative and hydraulic report documenting the analysis for the existing and proposed roadway crossing of Welch Creek.
 - 6.8. Complete Preliminary Bridge Design and Hydraulic Report form BLR 10210 and compile all the required accompanying documentation.
7. Alternate Geometric Studies
- 7.1. Issue Definition: This task includes compiling pertinent data, develop existing typical sections and establish design criteria.
 - 7.2. Concept Alternates Development: Concept alternates include developing horizontal geometrics to match the existing roadway cross section into the proposed bridge cross section. Slight adjustments in horizontal geometrics may be necessary in order to avoid non-mitigatable wetlands. It also includes developing minor vertical profile adjustments to match the existing roadway into the proposed bridge. Vertical profile adjustments may be necessary depending on hydraulic requirements. Corresponding critical cross sections and typical sections are included in this item to determine proposed right-of-way and easements. A preliminary opinion of probable construction costs is also included in order to properly evaluate the concept alternates.
 - 7.3. Concept Alternates Refinement and Development of Proposed Geometry: This task includes refinement of the preferred concept alternate (either a singular or combination of concept alternates), refinement of necessary proposed right-of-way and easements and identification, justification and documentation of design variances. It also includes refining the opinion of probable construction and ROW costs.

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8. Crash Analysis

This analysis includes a review of crash data for the most recent three years available, determination of any patterns, preparation of collision diagrams and a written summary of findings. This scope anticipates the number of crashes to be relatively low. Thus, the written summary of findings will be contained directly in the PDR (no separate memorandum). This scope also assumes that the project schedule will be such that a subsequent review of newer crash data will not be necessary.

9. Traffic Management Analysis

Traffic management analysis includes determining whether a road closure or staged construction would better serve the project and the public. This task include concept a field inspection of potential detour routes, coordination with public services (police, fire, schools, postal service), coordination with agencies holding jurisdiction over the detour route (if selected). A final determination of traffic management will be made based on construction needs, impacts to the schedule and impacts to the public. This decision will be documented in the PDR.

10. Draft Project Development Report (Draft PDR)

The draft PDR includes budget to organize data in order to compose the text of the report, proof-reading of the report, and edits to the text prior to submittal. It also includes budget to prepare exhibits, including location maps, typical sections, a plan and profile and other pertinent exhibits necessary to describe the project. The opinion of probable cost will be refined during this preparation and be included as an exhibit as well. Other information, such as environmental clearances, wetland reports and crash data will be included as appendices. The draft PDR budget also includes efforts to print, bind and deliver the report.

11. Public Involvement

For this project, the public involvement is anticipated to be contact with individual adjacent property owners and other stakeholders. Public informational meetings, a public hearing and an opportunity for a public hearing are neither anticipated nor scoped for this project. This direction will be confirmed during coordination with the County, IDOT and the FHWA.

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12. Final Project Development Report (Final PDR)

The final PDR will incorporate comments from the draft report by the County and IDOT. It will also include results of the public involvement. The final PDR budget includes updating text as necessary, proof-reading, revision of exhibits and appendices as necessary, an update of the probable construction costs as necessary. It also includes the efforts to print, bind and deliver the report.

13. Bridge Analysis

- 13.1. Bridge Inspections: To accomplish the objectives of the Bridge Condition Report, the inspection must be as thorough as possible within engineering reason. It must also be documented in such a manner as to allow a proper scope of work to be determined and approved. An initial thorough detailed inspection will also reduce the work-hours spent in return trips to the site to secure additional information during the report preparation and approval process.

This task includes a site visit by two inspectors. The bridge will be thoroughly inspected and the results will be documented with photographs and field notes. The bridge superstructure is constructed of precast deck beams which will be hammer sounded over 100% of the underside which is reachable from the ground. Areas which are not able to be reached from the ground will be sounded using ladders or other means over approximately 50% of the area. Man-lifts or snooper vehicles will not be used for the bridge inspection. The substructure will be hammer sounded over 100% of the area which is reachable from the ground. The foundations within the stream will be probed to determine the presence or extent of scour at the site.

- 13.2. Bridge Analysis and Scope of Work Selection: The bridge analysis process is a formal tool that assists the engineer in determining the best scope of work for a given structure during the BCR preparation process. It helps apply thoroughness, sound judgement and professional knowledge to the decision process.

Teng engineers will evaluate various aspects and components of the bridge to determine if they are suitable for reuse or repair. This begins with collecting the information necessary to make good evaluations and well informed decisions. Information gathered/determined by the engineer doing the analysis will include facts and well founded assumptions. Once the analysis process is complete the results are reviewed in whole and the appropriate scope of work selected.

The evaluations required for this bridge during the analysis process are:

- Geometric & Hydraulic Capacity
- Deck surface

Mr. Carl Schoedel, P.E.
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- Deck beams
- Substructure
- Miscellaneous Checks
- Stage Construction Feasibility
- Economic evaluations

Additional information on each of these evaluations is provided in the IDOT publication Bridge Condition Report Procedures and Practices.

13.3. Bridge Condition Report: The Bridge Condition Report is used to document the necessary information on a structure to allow the proposed scope of work to be approved. The report will include the following information.

- Geographical & Administrative Data
- Physical Description of Structure
- Field Inspection & Physical Evaluation
- Potential Scope of Work Determination & Analysis
- Discussion and Recommended Scope of Work

Attachments will include:

- Location Map
- IDOT Master Structure Report
- Bridge Inspection Report
- Top and Bottom of Deck Condition Surveys
- Substructure Condition Surveys
- Cost Estimates
- Proposed Structure Drawing and Cross Section
- Structure Photos
- Hydraulic Analysis Summary (if required/available)
- Proposed Plan & Profile (if available)
- Existing and Proposed Roadway Cross Sections
- Abbreviated Existing Plans

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- 13.4. Additional information: Following the bridge inspection, the Master Structure Report will be updated and submitted to the IDOT Bridge Office. Form BLR 10210, Preliminary Bridge and Hydraulic Report will be prepared and submitted to IDOT District 1. Form BLR 10220, Asbestos Determination Certification for Local Highway Bridges will be prepared by the Geotech Consultant and will be submitted to IDOT District 1.
- 13.5. Geotechnical Investigation: A geotechnical consultant will take soil borings at each abutment and one boring will be taken in or near the stream. The abutment borings will be tested for strength and will be used to evaluate and design the proposed substructures. The boring near the stream and the stream boring will be used to prepare a scour analysis.

14. Retaining Wall Analysis

Because of the proximity to ADID "high habitat value" and "high functional value" wetlands, retaining walls may be necessary in order to avoid impacts. Note that "high habitat value" wetlands are not possible to mitigate. Following the wetland delineation and submittal of the Wetland Impacts Evaluation, it may be determined that retaining walls are required in order to avoid impacting the wetlands. Analysis of retaining wall types will include:

- 14.1. Preliminary Retaining Wall Type Study: This study will examine two to four retaining wall types and will include a cost estimate and recommendations as to the most suitable wall type. The results of the study will be submitted to the County and to IDOT in the form of a tech memo.
- 14.2. Proposed ROW and Easement Revision to Accommodate Retaining Walls: Depending on the proximity of wetlands and the need to widen the roadway/bridge, it may be possible to reduce the scope of retaining walls by revising/acquiring additional ROW or easement. Potential retaining wall locations and embankment configurations will be studied to determine the most cost effective method of widening the embankment.

15. Geotechnical Investigation and Report

This work includes soil borings and a report to be completed by GeoServices, Inc. Teng will coordinate with GeoServices on the number and locations of the borings. Teng will also review the data and report.

Mr. Carl Schoedel, P.E.
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16. Wetland Analysis

This work includes wetland delineation and report to be completed by Huff & Huff, Inc. Based on this information, Teng will complete Wetland Impact Evaluation (WIE) Forms, analyze mitigation or avoidance options.

17. Quality Control/Quality Assurance

The quality control/quality assurance process includes the following steps: 1) project tracking using project management software; 2) weekly coordination meetings with the core project team; 3) bi-weekly progress meetings at an executive level; 4) work-in-progress reviews with executive and accounting staff to track budget and schedule; 5) peer reviews by experts outside of the core project team; and 6) preparing field reviews to ensure that proposed designs are practical and constructible.

18. Administration & Management

This task includes monitoring of the project at an executive level, as well as project management.

COMMITMENTS

These commitments will be adhered to as part of the scope:

1. No task shall be initiated prior to the consent of the Kane County Division of Transportation.
2. The Kane County Division of Transportation shall approve the use of any sub consultant prior to their use.

ASSUMPTIONS

The following assumptions are made in good faith as part of the preparation of this scope. Should action be required differing from the assumptions, it may constitute the need for a supplemental agreement:

1. This project is anticipated to be a Categorical Exclusion, Group II with no ECAD.
2. Public involvement to be individual coordination with adjacent property owners and other stakeholders. Public meetings, a public hearing and an opportunity for a public hearing are neither anticipated nor scoped.
3. A Preliminary Environmental Site Assessment (PESA) is neither anticipated nor scoped.

Mr. Carl Schoedel, P.E.
August 31, 2009
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4. The wetland delineation by Huff & Huff, Inc. assumes a total project area along the roadway of 1,000 feet long by 150 feet wide and along the creek of 250 feet long by 100 feet wide.
5. Roadway pavement inspection and analysis is neither anticipated nor scoped.
6. Section 4(f) documentation is neither anticipated nor scoped.
7. Section 106 documentation is neither anticipated nor scoped.
8. Completion of ESR by IDOT assumed to be in a reasonable timeframe to complete the project within the proposed schedule.

COMPENSATION

BASIC SERVICES: For the basic services defined under the heading "Scope of Basic Services", Teng and Associates, Inc. shall be compensated utilizing cost-plus fixed fee subject to a maximum fee of \$96,176.46.

DIRECT COSTS: Teng shall be reimbursed for miscellaneous direct expenses incurred in connection with the services such as package delivery and transportation to and from the project and meeting sites. These expenses shall be reimbursed at cost.

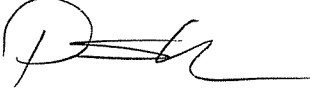
SCHEDULE

Teng anticipates completion of Phase I engineering within 12 months from the notice to proceed from the Kane County Division of Transportation.

Teng and Associates, Inc. would be very pleased to provide these professional services to the Kane County Division of Transportation. If you have any questions or if we can be of any further assistance, please do not hesitate to call.

Very truly yours,

TENG & ASSOCIATES, INC.

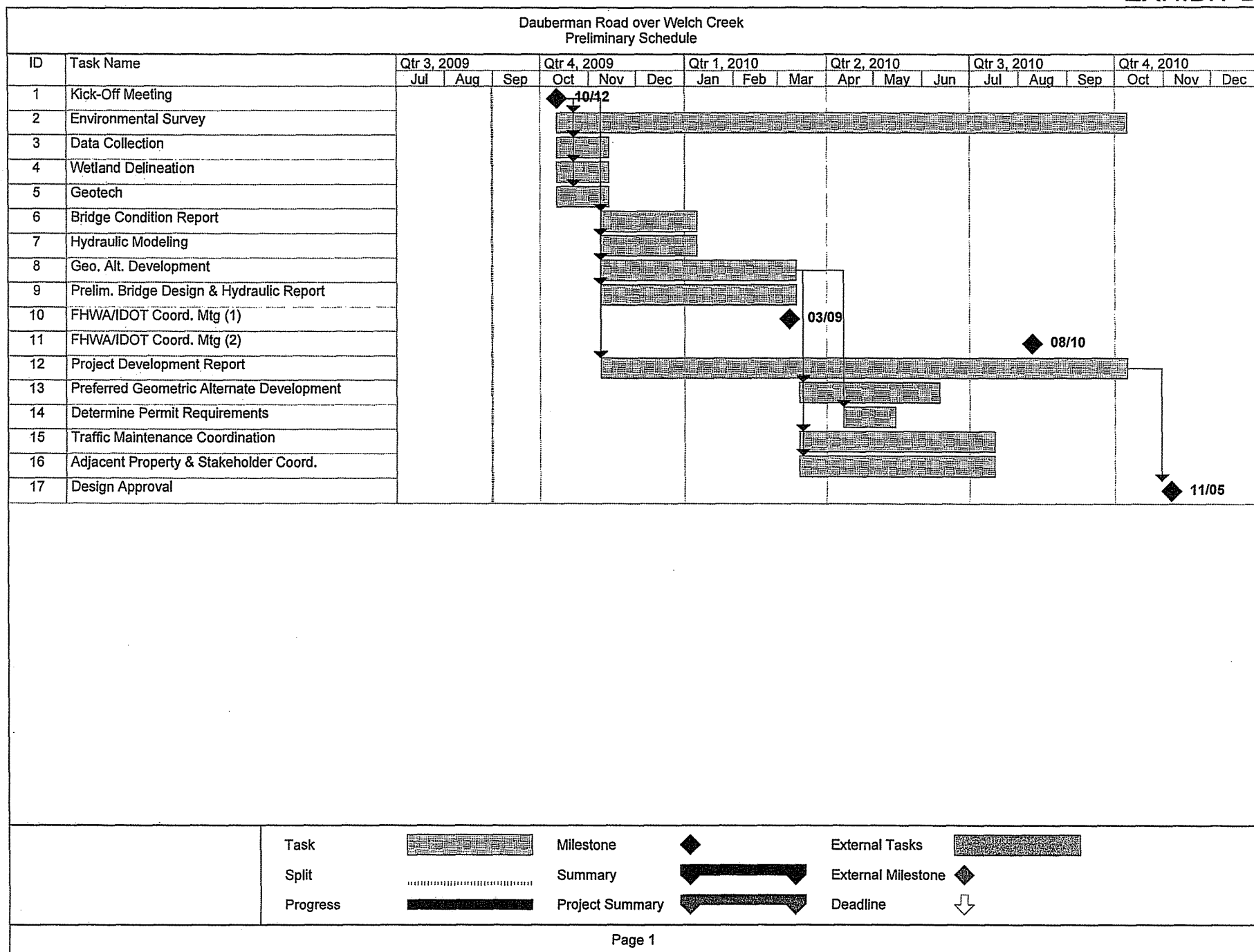


Peter F. Ross, P.E.
Project Manager



Donna Floerchinger
Chief Financial Officer

xc: Exec. File P00043.009
Attachments





March 6, 2009

Teng and Associates, Inc.
205 N. Michigan Avenue, Suite 3600
Chicago, IL 60601

Via email and U. S. Mail

Attn: Mr. John Ritchie

Proposal 09544-A

Re: Geotechnical Investigation
Dauberman Road Bridge, north of US 30
Kane County, IL

Dear Mr. Ritchie:

In accordance with your request, Geo Services (an MBE/DBE/union/drilling/enviro/geotech engineering firm) is pleased to submit our proposal for the performance of a geotechnical investigation for the proposed bridge reconstruction of the single-span bridge of Dauberman Road over an existing creek, north of US 30.

Based upon the criteria described the request, we propose the following scope of work for the project:

Scope of Work

- 1) Layout boring locations. Client to provide GSI with boring location diagram.
- 2) Call JULIE to clear onsite utilities.
- 3) Perform two (2) structure soil borings to a depth of 75-feet or refusal near the existing bridge abutments through the existing roadway with an truck-mounted drill-rig from the existing shoulder. Perform two (2) bridge deck pavement cores for asbestos testing.
- 4) Sieve analysis testing for Bridge Scour Analysis

Soil samples will be obtained at 2.5-ft intervals to a depth of 30 feet and 5-foot after 30 feet and sampled with a 2.0-in diameter split spoon. Boreholes will be backfilled with soil cuttings and patched upon completion.

We have assumed that the site is accessible to a truck-mounted drill rig. Final boring locations will be determined after a review of access and overhead and underground utilities have been identified.

Along with these borings, standard laboratory tests will be performed and an engineering report will be prepared under the direct supervision of a Registered Professional Engineer.

Below is the detailed information that will be included but not limited to in the soil investigation report.

1. Soil conditions
2. Ground water elevations
3. Site preparation recommendations
4. Pavement construction recommendations
5. Foundation recommendations
6. Lateral earth recommendations
7. Copies of boring logs, core logs, test results and location diagram

-
8. Bridge deck asbestos testing results
 9. Recommendations relative to any unusual design or construction techniques which may be required due to subsurface conditions

On the basis of this scope of work and the unit charges indicated on the cost estimate of services, we estimate that the cost of this investigation will be \$16,654.27. The above cost estimate assumes that the labor rates for the drillers will need to be in accordance with the published prevailing wage rates (Illinois Prevailing Wage Act, 820 ILCS 130/2).

Any additional work will be performed at the appropriate unit charges or hourly rates indicated on our cost estimate of services. All work will be performed in accordance with the attached Terms and Conditions.

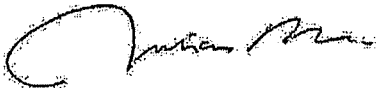
We appreciate the opportunity of being of service to you on this project and look forward to hearing from you when work is ready to begin. If there are any questions regarding the information submitted herein, please do not hesitate to contact us.

Very truly yours,

GEO SERVICES, Inc.



Andrew Ptak, P.E.
Office Manager



Julian Rueda, P.E.
President

Enc.

ACCEPTED FOR TENG AND ASSOCIATES

BY _____

DATE _____

TENG AND ASSOCIATES, INC.
DAUBERMAN ROAD BRIDGE
KANE COUNTY, IL



Illinois Department
of Transportation

Firm	Geo Services, Inc.
Route	Kane County Bridge
Section	
County	Kane County
Job No.	
PTB & Item	

Date 03/12/09

Overhead Rate 169.10%

Complexity Factor 0

DBE Drop Box	Item	Manhours	Payroll	Overhead & Fringe Benefits	In-House Direct Costs	Fixed Fee	Outside Direct Costs	Services By Others	DBE Total	Total	% of Grand Total
		(A)	(B)	(C)	(D)	(E)	(F)	(G)	(B+C+D+E+F+G)	(B+C+D+E+F+G)	
DBE	PM, Meetings	4	195.00	329.75		76.09			600.83	600.83	3.61%
DBE	Logs/Analysis	11	493.00	833.66		192.37			1,519.03	1,519.03	9.12%
DBE	Soil Profile	13	518.00	875.94		202.12			1,596.06	1,596.06	9.58%
DBE	Report Preparation	14	570.00	963.87		222.41			1,756.28	1,756.28	10.55%
DBE	Drilling	0	0.00	0.00	9,766.00	1,416.07			11,182.07	11,182.07	67.14%
	TOTALS	42	1,776.00	3,003.22	9,766.00	2,109.06	0.00	0.00	16,654.27	16,654.27	100.00%

PAGE 3 OF 7

TENG AND ASSOCIATES, INC.
DAUBERMAN ROAD BRIDGE
KANE COUNTY, IL



Illinois Department
of Transportation

Route	Kane County Bridge
Section	
County	Kane County
Job No.	
PTB/Item	

Date 03/12/09

Sheet 1 OF #REF!

Payroll		Total Project Rates			PM Meetings			Logs/Analysis			Soil Profile			Report Preparation			Drilling		
Classification	Avg Hourly Rates	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal Engineer	70.00	3	6.98%	4.68	1	25.00%	17.50	1	9.09%	6.36				1	7.14%	5.00			
Principal Geotechnical Eng.	70.00	3	6.98%	4.68				1	9.09%	6.36	1	7.69%	5.38	1	7.14%	5.00			
Project Manager	53.00	11	25.58%	13.56	2	50.00%	26.50	2	18.18%	9.64	2	15.38%	8.15	4	28.57%	15.14	1	100.00%	53.00
Engineering Geologist	38.00	14	32.56%	12.37				6	54.55%	20.73	8	61.54%	23.38						
Senior Project Eng.	35.00	0																	
Proj/Field Eng.	30.00	6	13.95%	4.19										6	42.86%	12.86			
Admin. Assistant	19.00	8	13.95%	2.65	1	25.00%	4.75	1	9.09%	1.73	2	15.38%	2.92	2	14.29%	2.71			
Eng. Tech. (Level E)	30.80	0																	
Eng. Tech. (Level D)	28.44	0																	
Eng. Tech. (Level C)	25.85	0																	
Eng. Intern	15.63	0																	
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TOTALS		43	100%	\$42.53	4	100%	\$48.75	11	100%	\$44.82	13	100%	\$39.85	14	100%	\$40.71	1	100%	\$53.00

**TABLE 3
 DIRECT COSTS**

Geo Services, Inc.
 Kane County Bridge

DIRECT COST ITEM	Quantity	Unit	Unit Rate	Amount
DRILLING				
Joint Utility Meets	4	HOUR	\$ 100.00	\$ 400.00
Field Engineer	-	HOUR	\$ 90.00	\$ -
Field Engineer - Overtime, Saturday and Night	4	HOUR	\$ 135.00	\$ 540.00
Field Engineer - Sun. and Holidays	-	HOUR	\$ 180.00	\$ -
Boring Layout	4	HOUR	\$ 145.00	\$ 580.00
Support Truck	2	DAYS	\$ 50.00	\$ 100.00
Support Vehicle	1	DAYS	\$ 36.00	\$ 36.00
Flagman	-	HOUR	\$ 80.00	\$ -
Flagman - Overtime and Sat.	-	HOUR	\$ 120.00	\$ -
Flagman - Sun. and Holidays	-	HOUR	\$ 160.00	\$ -
Permits (at cost-price provided is estimate)	1	EACH	\$ 150.00	\$ 150.00
Overnight Delivery	-	EACH	\$ 25.00	\$ -
Drilling (2 man crew)-day	16	HOUR	\$ 320.00	\$ 5,120.00
Drilling (2 man crew)-ATV	-	HOUR	\$ 365.00	\$ -
Drilling (2 man crew) - Overtime, Sat. and night	2	HOUR	\$ 480.00	\$ 960.00
Drilling (2 man crew) - Sun. and Holidays	-	HOUR	\$ 640.00	\$ -
Bridge Deck Patch	2	EACH	\$ 50.00	\$ 100.00
Signs, cones	2	DAY	\$ 125.00	\$ 250.00
Core Rig and Operator	-	HOUR	\$ 200.00	\$ -
Roadway Shoulder Closure - day	-	EA	\$ 200.00	\$ -
Roadway Lane Closure - day	-	EA	\$ 1,700.00	\$ -
Roadway Lane Closure - night (weekday)	-	EA	\$ 2,500.00	\$ -
Roadway Lane Closure - night (weekend)	-	EA	\$ 2,700.00	\$ -
Bentonite/Cement Grouting	-	FT	\$ 5.00	\$ -
Core/Bore Patch	-	EACH	\$ 15.00	\$ -
Lights	-	DAY	\$ 100.00	\$ -
Generator	-	DAY	\$ 150.00	\$ -
Railroad Liability Insurance	-	EACH	\$ 4,500.00	\$ -

DRILLING TOTAL	\$ 8,236.00
-----------------------	--------------------

LABORATORY TESTING

Routine Sampling (vis, wc)	42	EA	\$ 5.00	EA	\$ 210.00
Atterberg Limits	4	EA	\$ 50.00	EA	\$ 200.00
Particle Size Analysis	4	EA	\$ 90.00	EA	\$ 360.00
Unconfined Compression - Rimac	20	EA	\$ 10.00	EA	\$ 200.00
Dry Density	20	EA	\$ 5.00	EA	\$ 100.00
Specific Gravity	-	EA	\$ 50.00	EA	\$ -
Organic Content - oven	-	EA	\$ 50.00	EA	\$ -
Organic Content - chemical	2	EA	\$ 100.00	EA	\$ 200.00
Rock Unconfined Compressive Strength	-	EA	\$ 50.00	EA	\$ -
Asbestos Testing	2	EA	\$ 130.00	EA	\$ 260.00
Laboratory Manager	-	HOUR	\$ 85.00	HOUR	\$ -
Laboratory Assistant	-	HOUR	\$ 65.00	HOUR	\$ -

LABORATORY TESTING TOTAL	\$ 1,530.00
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DIRECT COST TOTAL	\$ 9,766.00
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GENERAL CONDITIONS

SECTION 1: SCOPE OF WORK: Geo Services, Inc. (GSI) shall perform the services defined in the Agreement and shall invoice the client for those services according to the rates and unit charges indicated in the Agreement. Any cost estimates stated in this Agreement shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work may change even as the work is in progress. GSI will provide these additional services at the agreed upon rates and unit charges.

Rates for work beyond the scope of this Agreement and not covered in the Agreement can be provided. GSI can perform additional work with prior authorization, and will provide confirmation of fees. All costs incurred because of delays in authorizing the additional work will be billed to the client. Fee schedules are valid for one year following the date of the Agreement unless otherwise noted. Initiation of services by GSI pursuant to this proposal will incorporate these terms and conditions.

SECTION 2: ACCESS TO SITES, PERMITS AND APPROVALS: Unless otherwise agreed, the client will furnish GSI with right-of-access to the site in order to perform the work. While GSI will take all reasonable precautions to minimize any damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not part of this agreement. Unless otherwise agreed, the client will secure all necessary approvals, permits, licenses and consents necessary to the performance of the services hereunder.

SECTION 3: SOIL BORING AND TEST LOCATIONS: The accuracy and proximity of provided survey control will affect the accuracy of in-situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will commensurate only with pacing and approximate measurements or estimates. If greater accuracy is required, the services of a professional surveyor should be obtained.

The client will furnish GSI with a diagram indicating the location of the site. Boring and test locations may also be indicated on the diagram. GSI reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked by the client in writing at the time the diagram is supplied. GSI reserves the right to terminate this Agreement if conditions preventing drilling at the specified locations are encountered which were not made known to GSI prior to the date of this contract.

SECTION 4: UTILITIES: In the performance of its work, GSI will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The client agrees to hold GSI harmless and indemnify GSI for any claims, payments or other liability, including costs and attorney fees, incurred by GSI for any damages to subterranean structures or utilities which are not called to GSI's attention and correctly shown on the plans furnished to GSI.

SECTION 5: UNANTICIPATED HAZARDOUS MATERIALS: It shall be the duty of the owner, the client, or their representative to advise GSI of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances include but are not limited to products, materials, by-products, wastes or samples of the foregoing which GSI may be provided or obtain while performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by GSI employees, agents or subcontractors.

SECTION 6: DISPOSAL OF HAZARDOUS MATERIALS: GSI does not create, generate or at any time own or take possession or ownership of or arrange for transport, disposal or treatment of hazardous materials as a result of its exploration services. All hazardous materials, including but not limited to samples, drilling fluids, decontamination fluids, development fluids, soil cuttings and tailings, and used disposable protective gear and equipment, are the property of the client, and responsibility for proper transportation and disposal is the client's unless prior contractual arrangements are made. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of the client. The client shall purchase all such equipment and it shall be turned over to the client for proper disposal unless prior alternate contractual arrangements are made.

SECTION 7: REPORTS AND INVOICES: GSI will furnish three copies of the report to the client. The client will be billed for any additional copies requested. GSI will submit invoices to the client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, but not exceeding the maximum rate allowed by law, on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by GSI relating to collection procedures on overdue accounts. Failure of client to abide by the provisions of this section will be considered ground for termination of this agreement by GSI.

SECTION 8: OWNERSHIP OF DOCUMENTS: All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by GSI as instruments of service, shall remain the property of GSI unless there are other contractual agreements.

SECTION 9: CONFIDENTIALITY: GSI shall hold confidential all business or technical information obtained from the client or his affiliates or generated in the performance of services under this agreement and identified in writing by the client as "confidential". GSI shall not disclose such information without the client's consent except to the extent required for: 1) Performance of services under this agreement; 2) Compliance with professional or ethical standards of conduct for preservation of public safety, health, and

welfare; 3) Compliance with any court order or other governmental directive and/or; 4) Protection of GSI against claims or liabilities arising from performance of services under this agreement. GSI's obligation hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

SECTION 10: STANDARD OF CARE: Services performed by GSI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. No other warranty, expressed or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. The client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests or explorations are made by GSI and that the data, interpretations and recommendations of GSI are based solely upon the data available to GSI. GSI will be responsible for those data, interpretations and recommendations, but shall not be responsible for the interpretations by others of the information developed.

SECTION 11: SAFETY: GSI has adopted safety policy procedures for its personnel when providing services at known or suspected hazardous waste sites. GSI personnel will adhere to these procedures, as site conditions require. GSI is not responsible or liable for injuries or damage incurred by third parties who are not employees of GSI.

It is understood that GSI will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

SECTION 12: SUBPOENAS: The client is responsible, after notification, for payment of time charges and expenses resulting from the required response by GSI to subpoenas issued by any party other than GSI in conjunction with work performed under this contract. Charges are based on fee schedules in effect at the time the subpoena is served.

SECTION 13: LIMITATION OF LIABILITY: The client agrees to limit GSI's liability to the owner, all construction contractors and subcontractors on the project and any third party arising from GSI's professional acts, errors or omissions, or omissions or breach of Agreement or other cause of action, such that the total aggregate liability of GSI to all those named shall not exceed \$10,000 or GSI's total fee for the services rendered on this project, whichever is greater, and client hereby releases GSI from any liability above such amount. The client further agrees to require of the contractor and his subcontractors an identical limitation of GSI's liability for damages suffered by the contractor or the subcontractor arising from GSI's performance of services. Neither the contractor nor any of his subcontractors assumes any liability for damages to others, which may arise on account of GSI's professional acts, errors or omissions.

SECTION 14: INSURANCE: GSI carries worker's compensation and employer's liability insurance and has coverage under public liability and property damage insurance policies. Certificates for all such policies of insurance will be provided to client upon request. Within the limits and conditions of such insurance, GSI agrees to indemnify and save client harmless from and against any loss, damage, injury or liability arising from any negligent acts of GSI, its employees, agents, subcontractors and their employees and agents. GSI shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. GSI shall not be responsible for any loss, damage or liability arising from any acts by a client, its agents, staff consultants employed by others, or other third parties who are not employees of GSI.

SECTION 15: INDEMNITY: The client acknowledges that GSI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions at the site. Accordingly, except as expressly provided in this contract, the Client waives any claim against GSI and agrees to indemnify and save GSI, its agents, and employees harmless from any claim, liability or defense cost, including but not limited to attorney fees and other incidental costs, for injury or loss sustained by any party from such exposures allegedly arising out of or related to GSI's performance of services hereunder. Client and GSI agree that they will not be liable to each other, under any circumstances, for special, consequential or punitive damages arising out of or related to this Contract.

SECTION 16: SAMPLES: GSI will retain all soil and rock samples that are transported to GSI laboratories for 30 days after submission of the report. Further storage or transfer of samples can be made at client expense upon written request.

SECTION 17: SEVERABILITY: If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

SECTION 18: TERMINATION: This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, GSI shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of GSI required to complete analyses and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

SECTION 19: PRECEDENCE: These General Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding GSI's services.



environmental engineers
and consultants

915 Harger Road, Suite 330
Oak Brook, IL 60523
Phone: (630) 684-9100
Fax: (630) 684-9120
Website: <http://huffnhuff.com>

March 3, 2009

Mr. Peter Ross
Teng and Associates
205 North Michigan Avenue
Chicago, Illinois 60601

**Re: Wetland Determination
Dauberman Road Bridge Replacement Project
Sugar Grove, Kane County, Illinois
Proposal No: T09-039W**

Dear Mr. Ross:

Huff & Huff, Inc. (H&H) is pleased to submit this proposal to perform a wetland investigation for the referenced project. This proposal presents our project approach, the scope of services, cost, and schedule for completing the project.

1. Project Understanding

It is our understanding that Kane County proposes to replace the bridge at Dauberman Road over Welch Creek. H&H will investigate the area at the bridge replacement for 1,000 feet along Dauberman Road (500 feet on either side of the bridge) for a width of 150 feet (75 feet each side of centerline). In addition, along the creek, an area 250 long by 100 feet wide (50 feet each side of centerline) will be investigated.

2. Project Approach

H&H will perform an investigation of the bridge replacement to determine if any areas adjacent to the proposed improvement will be considered jurisdictional wetlands. To perform this task, a review of published data will be conducted to determine the current status. A review of the National Wetland Inventory (NWI) map identified one Palustrine, Unconsolidated Bottom, Intermittently Exposed (PUBG) area within the proposed project limits. A review of the Kane County Advanced Identification (ADID) wetland map identifies wetlands associated with Welch Creek. The wetland on the east side of Dauberman Road is identified as having high habitat value and the wetland on the west side of Dauberman Road is identified as having high functional value. Following the records

search, we will then visit the site and search for evidence of wetlands. In addition to assessing the areas mapped as wetlands by the National Wetland Inventory and ADID map, areas containing hydric soils according to the Kane County Soil Survey will be investigated to determine if unmapped wetlands are located in these areas. Areas exhibiting characteristics of wetlands will be delineated to determine their jurisdictional status.

The wetland delineations will be conducted to meet the requirements of Executive Order 11990, "Protection of Wetlands", Section 404 of the Federal Water Pollution Control Act as amended by the Clean Water Act (Corps of Engineers, Section 404 Permit), and Illinois Environmental Protection Agency (IEPA Section 401 Guidelines) regulations. These regulations pertain to the placement of fill or alterations of drainage within wetlands of any type and apply to private as well as publicly owned wetlands. The investigation will meet the requirements of these regulations by identifying the type, functions, and boundary of the involved wetlands. The current Corps of Engineers (COE) delineation procedures and standards will be used in the evaluation.

"Wetlands" are defined by the COE and Kane County for jurisdictional purposes as "those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions" (33 CFR 323.3(c)).

A formal delineation of wetlands will be required by the COE before permitting any wetland impacts. If it is determined from the site visit that no wetlands are present, a letter to that effect will be prepared and submitted to your firm. This letter should then accompany any response to the COE and/or Kane County, as proof that a qualified wetland firm has investigated the site.

It should be noted that if state or state-pass through funding is utilized for the project, the project will need to be reviewed by the Illinois Department of Natural Resources (IDNR) for compliance with the Interagency Wetland Policy Act (IWPA).

3. Scope of Services

We will provide the following scope of services for the Main Street bridge replacement project in Sugar Grove, Kane County, Illinois:

Task 1: Wetland Delineation and Report

A. Off-site Record/Document Review

The following records/documents will be reviewed prior to conducting the field investigation. Soils information will be reviewed to determine the soil types encountered during the delineation procedures. The maps reviewed and to be used include:

- U.S. Geological Survey Topographic Maps

- National Wetlands Inventory Maps
- Kane County ADID Wetland Maps
- Kane County Soil Survey
- Hydric Soils of the United States
- Flood Insurance Rate Maps

The Natural Resource Conservation Service (NRCS) Wetland Maps will be obtained and reviewed to determine if the NRCS has determined wetlands to be present. This will require obtaining a copy of this map from the Kane-DuPage County Soil and Water Conservation District (SWCD).

B. On-Site Investigation (Field Inventory)

The on-site investigation will be conducted by our environmental staff experienced in Federal methods for conducting wetland delineations. Our staff will classify and define hydric soils, hydrophytic vegetation, and evidence of hydrology to determine if wetlands are present. The wetland perimeters will be located and flagged for completion of field survey by others.

Wetlands found will be classified according to type using the "Classification of Wetlands and Deep Water Habitats of the United States" by Cowardin. Wetland boundaries will be defined in accordance with the interim regional supplement to the Corps of Engineers Wetlands Delineation Manual: Midwest region. This includes a soil investigation to determine the presence or absence of hydric soils and an analysis of the dominant plant species. Field observations will be made on any evidence indicating the hydrology of the area and on water sources that are supporting these wetlands. Functions of these wetlands will be evaluated from field observations.

The entire area within the proposed project limits will be investigated in the event that wetlands are present. All areas exhibiting wetland characteristics within the parcel will be investigated. A Floristic Quality Assessment (FQA) will be completed for the project. All plants in the sampling quadrat will be identified and a floristic quality index will be compiled based on Wilhelm (1994). This assessment measures the overall quality of the wetland community.

C. Report

A wetland delineation report will be prepared summarizing the findings of the fieldwork including mitigation recommendations and options. If no wetlands are present, a summary

letter will be prepared in lieu of a report, with necessary documentation of the field investigation. At this time, mitigation design will not be included in the scope of services.

Wetland delineation data sheets will be included in the report, which summarize the findings of the field investigation. We estimate that approximately two to four data points will be required, as at a minimum one upland and one wetland data point is needed for each wetland encountered or waterbody encountered. Additional data sheets will be necessary if additional wetlands are identified.

Specific items to be included are as follows:

- a) Map showing the wetland boundaries and project boundaries
- b) Aerial photo with the appropriate limits of delineated wetlands
- c) COE data sheets with color photos
- d) Written description of wetland functional classification
- e) Floristic Quality Index Rating assessment
- f) Minimization of impacts
- e) Mitigation options

Surveying the perimeters of delineated wetlands will be required. H&H will flag the perimeters. H&H will not conduct the survey of the wetlands but will coordinate with Teng & Associates staff to assure accuracy of the wetland boundaries. This proposal does not include wetland permitting activities.

Task 2: Project Management

Project management would include project oversight, QA/QC, client contact, and administrative/clerical.

4. Project Cost

This proposal covers the investigation of wetland(s) for the referenced project. Compensation for the services provided under this agreement will be on a time and material basis in accordance with the tasks listed above. The estimated cost for the services is described in the Cost Estimate for Consultant Services. The Consultant will invoice after completion of Task 1. Payment is requested within 30 days of the date of invoice.

5. Schedule

We anticipate that Task 1 for the projects will be initiated within ten (10) days of the Notice to Proceed. As there are restrictions on when wetland delineations can be conducted in Kane County, it

is recommended that all fieldwork for this project be initiated in the growing season. The growing season is typically defined as being between April and October in Kane County. The floristic quality needs to be conducted after June 1st in Kane County.

Please indicate acceptance of this agreement by returning a signed copy of this agreement or a purchase order incorporating the terms of the agreement. We appreciate the opportunity to work with you and look forward to a successful resolution. If you have any questions concerning our proposed scope of services or fees, please contact us.

6. Contract Conditions

1. **CONSULTANT'S SERVICES:** The Consultant's (Huff & Huff, Inc.) services shall consist of those tasks described in Section 3.
2. **SCHEDULE:** The Consultant's work under this Agreement shall begin upon receipt of written notice to proceed or a signed copy of this Agreement and services under this Agreement shall be completed within eight weeks.
3. **COMPENSATION:** The fee basis for the scope of work, as outlined in Section 4, pertains to the specific scope work.
4. **DIRECTION:** For work performed under this Agreement, Consultant shall take direction from the Client.
5. **CHANGES:** This Agreement may only be changed by written amendment which specifies the terms being revised and which has been signed by both parties hereto.
6. **PROJECT DATA:** The Consultant, in coordination with the Client, shall obtain from the appropriate sources all data and information necessary for the proper and complete execution of the Consultant's services. Consultant shall be entitled to rely on materials and information provided by the Client.
7. **INDEPENDENT CONSULTANT:** The Consultant shall be deemed to be an independent contractor in all its operations and activities hereunder. The employees furnished by Consultant to perform the work shall be deemed to be Consultant employees exclusively, and said employees shall be paid by Consultant for all services in this connection. The Consultant shall be responsible for all obligations and reports covering Social Security, Unemployment Insurance, Worker's Compensation, Income Tax, and other reports and deductions required by an applicable state or Federal law.
8. **RIGHTS OF WORK PRODUCT:** Client shall have unlimited rights in all drawings, designs, specifications, notes, and other work developed in the performance of this contract, including the right to use same on any other work without additional cost to the Client. The Consultant

shall not be liable for any use or reuse of the drawings, designs, specifications, notes and other work for use other than intended under the terms of this Agreement.

9. **INDEMNIFICATION:** The Consultant hereby agrees to indemnify and hold harmless the Client and any proper owners whose property it is necessary to access in the performance of this work, against any and all liability, loss, damages, demands, or actions or causes of action, which may result from any damages or injuries sustained by a person or entity in connection with or on account of any negligent act or omission of the Consultant or its employees relating to its obligations pursuant to this Agreement.
10. **TERMINATION:** Client may terminate this Agreement at any time upon ten (10) days written notice for whatsoever reason, provided Client shall pay the Consultant a reasonable fee for work satisfactorily performed prior to the effective date of termination. In no case, however, shall the total amount paid to Consultant exceed the amount set out above.
11. **INSURANCE:** The Consultant shall maintain insurance as set forth in the prime contract, if attached, or as set forth below.
 - a. Worker's Compensation and Employer's Liability Insurance: Worker's Compensation in compliance with applicable State and Federal laws.
 - b. Comprehensive General Liability Insurance for Bodily Injury and Property Damage to a combined single limit of \$2,000,000 per occurrence/claim or an umbrella of \$3,000,000.
 - c. Comprehensive Automobile Liability Insurance, including owned, hired, and non-owned automobiles, for Bodily Injury and Property Damage to a combined single limit of \$1,000,000 per occurrence.
 - d. Professional liability insurance \$2,000,000 on a claims made basis.
12. **STANDARD OF CARE:** Services performed by the Consultant under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.
13. **RETENTION OF RECORDS:** Consultant shall maintain complete records of all hours billed and direct costs incurred under this Agreement so as to accurately reflect the services performed and basis for compensation and reimbursement under this Agreement.
14. **LEGAL:** This Agreement shall be construed and interpreted solely in accordance with the laws of the State of Illinois.

BOTH PARTIES HERETO WARRANT AND REPRESENT that they have full right, power, and authority to execute this Contract.


IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first specified above.

CONSULTANT

CLIENT

HUFF & HUFF, INC.

TENG & ASSOCIATES


Signature

Signature

By: Linda L. Huff, P.E.
Typed Name

Typed Name

President
Officer's Title

Officer's Title

3/3/09
Date

Date



Firm	Huff & Huff, Inc.
Route	Dauberman Road
Section	
County	Kane
Job No.	
PTB & Item	

Complexity Factor 0

BDE 025 (Rev. 2/06)



Illinois Department
of Transportation

Average Hourly Project Rates

Route Dauberman Road
 Section _____
 County Kane
 Job No. _____
 PIR/Item _____

Consultant Huff & Huff, Inc.

Date 03/03/09

Sheet 1 OF 1

Payroll Classification	Total Project Rates			Wetland Delineation & Rpt.			Project Management											
	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 Engineer I	6	11.11%	4.11	2	4.00%	1.48	4	100.00%	37.00									
Wetland Scientist III	40	74.07%	15.49	40	80.00%	16.73												
Senior CADD I	6	11.11%	3.35	6	12.00%	3.62												
Administrative III	2	3.70%	0.67	2	4.00%	0.73												
	0																	
	0																	
	0																	
	0																	
	0																	
	0																	
	0																	
	0																	
TOTALS	54	100%	\$23.63	50	100%	\$22.56	4	100%	\$37.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00



Payroll Rates

DATE 03/03/09

0.75%

[illegible]



Payroll Escalation Table
Fixed Raises

FIRM NAME Huff & Huff, Inc.
PRIME/SUPPLEMENT Teng

DATE 03/03/09
PTB NO.

CONTRACT TERM 12 MONTHS
START DATE 04/01/09
RAISE DATE 01/01/10

OVERHEAD RATE 140.07%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

<u>04/01/09</u> - <u>01/01/10</u>	<u>01/02/10</u> - <u>04/01/10</u>			
<u>8</u>	<u>3</u>			
<u>12</u>	<u>12</u>			

= 75.00%
= 1.0075

25.75%

The total escalation for this project would be:

0.75%

SUMMARY OF OUTSIDE DIRECT COSTS

Project: Teng - Dauberman Road

OUTSIDE

Task 01 - Wetland Delineation & Report

Maps/Aerials	1	x	\$	5.00	=	\$	5.00
Federal Express	1	x	\$	15.50	=	\$	15.50
Task Total						\$	20.50

Task 02 - Project Management

Task Total	\$	-
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GRAND TOTAL	\$	20.50
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P:\Proposal-2009\Teng\Teng Dauberman Road DC.xls\Outside Direct Costs

SUMMARY OF INHOUSE DIRECT COSTS

Project: Teng - Dauberman Road

DIRECT

Task 01 - Wetland Delineation & Report

Trips	75 miles	x	1	x	\$ 0.505	=	\$ 37.88	
							<u>Task Total</u>	<u>\$ 37.88</u>

Task 02 - Project Management

<u>Task Total</u>	<u>\$ -</u>
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GRAND TOTAL	\$ 37.88
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P:\Proposal-2009\Teng\Teng Dauberman Road DC.xls\Inhouse Direct Costs