

# KANE COUNTY

## DIVISION of TRANSPORTATION

Carl Schoedel, P.E.  
Director of Transportation  
County Engineer



41W011 Burlington Road  
St. Charles, IL 60175  
Phone: (630) 584-1170  
Fax: (630) 584-5265

DATE: November 16, 2009

TO: Jean Weems  
County Board Office

FROM: Linda Haines

SUBJECT: Agreements

6 – IDOT Local Agency Agreement for Federal Participation for Preliminary Engineering for French Road over Burlington Creek, Kane County Sec. #08-00386-00-BR with Document Vet Sheet. (Kane County Resolution #09-353)  
**(This agreement does NOT need to be signed by the County Clerk.)**

6 – Preliminary Engineering Services Agreement for Federal Participation with WBK for French Road over Burlington Creek, Kane County Sec. #08-00386-00-BR with Document Vet Sheet (Kane County Resolution #09-352)

TRANSMITTED FOR:

- ☐ YOUR INFORMATION AND FILE
- ☐ YOUR APPROVAL AND/OR CORRECTION
- ☐ AS REQUESTED
- ☒ SEE BELOW

REMARKS: Please have the Chairman sign, send to County Clerk for signature and seal, and then return to our office for further processing.

Thanks.

c: Steve Coffinbargar  
Mike Zakosek

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09 - 352

**APPROVING A PHASE I ENGINEERING SERVICES AGREEMENT  
WITH WILLS BURKE KELSEY ASSOCIATES, LTD. FOR  
FRENCH ROAD OVER BURLINGTON CREEK  
KANE COUNTY SECTION NO. 08-00386-00-BR**

WHEREAS, Phase I Engineering services are needed for the proposed improvement of the French Road (Kane County Highway No. 11) Bridge over Burlington Creek (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

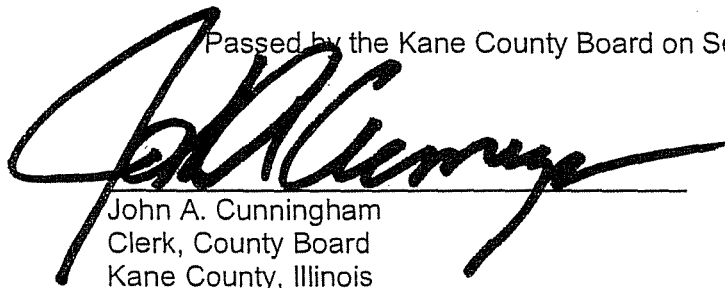
WHEREAS, Wills Burke Kelsey Associates, Ltd., 116 West Main Street, Suite 201, St. Charles, IL 60174-1854 has experience and professional expertise in Phase I Engineering and is willing to perform the required services for an amount not to exceed One Hundred Fifty Six Thousand Two Hundred Thirty Six and 60/100 Dollars (\$156,236.60).

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 Wills Burke Kelsey Associates, Ltd. (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 One Hundred Fifty Six Thousand Two Hundred Thirty Six and 60/100 Dollars (\$156,236.60) from Local Option Fund #304, Line Item #50140 (Engineering) to pay for said Phase I Engineering services for the Project with approximately eighty percent (80%) 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 September 8, 2009.

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

  
Karen McConaughay  
Chairman, County Board  
Kane County, Illinois

Vote:  
Yes 24  
No 0  
Voice 0  
Abstentions 0

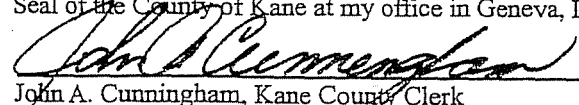
9FRENCHWBKPHI.4LH

STATE OF ILLINOIS  
COUNTY OF KANE

DATE SEP 30 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: Preliminary Engineering Services Agreement for Federal

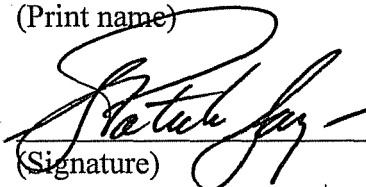
Participation with WBK Associates for Phase I Engineering for French Road over

Burlington Creek, Kane Co. Section #08-00386-00-BR

Submitted by: Linda Haines

Date Submitted: \_\_\_\_\_

Examined by: Pat Jaeger  
(Print name)

  
(Signature)

(Date) \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Chairman signed: ☒ Yes ☐ No 12-1-9  
(Date)

Document returned to: County Clerk

Local Agency Kane County	LOCAL AGENCY	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Federal Participation</b>	CONSULTANT	Consultant Wills Burke Kelsey Associates, Ltd.
County Kane				Address 116 West Main Street, Suite 201
Section 08-00386-00-BR				City St. Charles
Project No. BROS-0089(147)				State Illinois
Job No. P-91-270-09				Zip Code 60174-1854
Contact Name/Phone/E-mail Address Mike Zakosek (630-584-1170) zakosekmike@co.kane.il.us				Contact Name/Phone/E-mail Address David Smoot (630-443-7755) dsmoot@wbkengineering.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 French Road Route CH 11 Length 1500' Structure No. 045-0040  
Termini Approximately 750' north and south of Burlington Creek

Description Phase I engineering for bridge rehabilitation. Project scope includes survey, hydraulic studies, Hydraulic Report, bridge inspection, Bridge Condition Report, environmental survey, wetland delineation, Project Development Report, TSL (Type, Size, and Location plan).

#### 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 550 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:

- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
- b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
- c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
- d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
- e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
- f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
- g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.

11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).

13. Scope of Services to be provided by the ENGINEER: **To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described in the outlined attached scope of services, referred to as Exhibit C:**

See Attached Exhibit C – Scope of Services

- ☐ Make such detailed surveys as are necessary for the planning and design of the PROJECT.
- ☐ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
- ☐ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
- ☐ Design and/or approve cofferdams and superstructure shop drawings.
- ☐ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
- ☐ Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
- ☐ Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
- ☐ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
- ☐ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
- ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- ☐ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
- ☐ Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

## II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

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

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

Specific Rate              ☐ (Pay per element)

Lump Sum                 ☐ \_\_\_\_\_

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

☐ With Retainage

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

☒ Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

## III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

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
Wills Burke Kelsey Associates, Ltd.	36-4251536	\$118,959.55
Sub-Consultants:	TIN Number	Agreement Amount
Compass Surveying, Ltd.	36-3211988	\$12,631.59
Testing Service Corporation	35-0937582	\$20,500.00
Sub-Consultant Total:		\$33,131.59
Prime Consultant Total:		\$118,959.55
Total for all Work:		\$151,091.14

Executed by the LA:

Kane County  
(Municipality/Township/County)

ATTEST:

By: \_\_\_\_\_  
Kane County Clerk Clerk

(SEAL)

By: Karen McComaughy  
Title: County Board Chairman

Executed by the ENGINEER:

ATTEST:

By: [Signature]  
Title: Vice President

By: John Wills  
Title: President



**KANE COUNTY, IL**  
**SEC 33, TWSHP 42N, R 6E**

**IMPROVEMENTS AT FRENCH RD OVER BURLINGTON CREEK**  
**SN 045-3040**  
**SECTION NO. 08-00386-00-BR**

## Exhibit A - Preliminary Engineering

Route: \_\_\_\_\_  
Local Agency: \_\_\_\_\_  
(Municipality/Township/County)  
Section: \_\_\_\_\_  
Project: \_\_\_\_\_  
Job No.: \_\_\_\_\_

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

Overhead Rate (OH)	<u>0.00</u>	%
Complexity Factor (R)	<u>0.00</u>	
Calendar Days		

**Method of Compensation:**

Cost Plus Fixed Fee 1	<input type="checkbox"/>	14.5%[DL + R(DL) + OH(DL) + IHDC]
Cost Plus Fixed Fee 2	<input checked="" type="checkbox"/>	14.5%[DL + R(DL) + 1.4(DL) + IHDC]
Cost Plus Fixed Fee 3	<input type="checkbox"/>	14.5%[(2.3 + R)DL + IHDC]
Specific Rate	<input type="checkbox"/>	
Lump Sum	<input type="checkbox"/>	

SEE ATTACHED  
EXHIBIT A

## Cost Estima

**Services in Dollars**

Element of Work	Employee Classification	Man-Hours	Payroll Rate	ATTACHED EXHIBIT A	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total	
Totals		0.00								

Name	Wills Burke Kelsey Associates, Ltd.
Address	116 West Main Street, Suite 201, St. Charles, IL 60174
Telephone	630-443-7755
TIN Number	36-4251536

Local Agency	Kane County.
Section Number	08-00133-01-BR
Project Number	BROS-0089(155)
Job Number	P-91-272-09

<b>Sub-Consultant Name</b>	<b>TIN Number</b>	<b>Actual Payment from Prime</b>
Compass Surveying, Ltd.	36-3211988	
Testing Service Corporation	35-0937582	
	<b>Sub-Consultant Total:</b>	
	<b>Prime Consultant Total:</b>	
	<b>Total for all Work Completed:</b>	

Date \_\_\_\_\_

BLR 05610 (Rev. 9/06)

**Exhibit A - Preliminary Engineering  
French Road Bridge (CH 11) over Burlington Creek  
Unincorporated Kane County**

Route                    County Highway 11 - French Road  
Local Agency        Kane County  
Section               08-00386-00-BR  
Project                BROS-0089(14&0  
Job No.                P-91-270-09  
Existing Structure No. 045-0040

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

Overhead Rate (OH)                    120.00 %  
Complexity Factor ( R )                0.0  
Calendar Days                            550

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                                 ☐

Date: 10/1/2009

**Cost Estimate of Consultant's Services in Dollars**

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH)	Services by Others	In-House Direct Costs (IHDC)	Fixed Fee (FF*1.4)	Total
1 Early Coordination and Data Collection						\$ -	\$ 24.75	\$3.59	\$28.34
	Engineer V	2.0	\$65.12	\$130.25	\$156.29			\$45.33	\$331.87
	Engineer IV	4.0	\$48.16	\$192.62	\$231.15			\$67.03	\$490.80
	Engineer III	10.0	\$35.37	\$353.70	\$424.44			\$123.09	\$901.23
	Engineer II	6.0	\$26.01	\$156.05	\$187.25			\$54.30	\$397.60
	Engineering Technician IV	5.0	\$47.56	\$237.81	\$285.38			\$82.76	\$605.95
	Engineering Technician III	8.0	\$38.05	\$304.43	\$365.32			\$105.94	\$775.69
	Engineering Technician II	16.0	\$25.49	\$407.80	\$489.36			\$141.91	\$1,039.06
2 Route Survey and Hydraulic Survey						\$ 12,631.59	\$ 725.00	\$105.13	\$13,461.72
	Engineer IV	24.0	\$48.16	\$1,155.73	\$1,386.88			\$402.19	\$2,944.80
	Engineer III	12.0	\$35.37	\$424.44	\$509.33			\$147.71	\$1,081.48
	Engineering Technician IV	6.0	\$47.56	\$285.38	\$342.45			\$99.31	\$727.14
	Engineering Technician II	44.0	\$25.49	\$1,121.44	\$1,345.73			\$390.26	\$2,857.44
3 Geotechnical Soil And Bridge Deck Sampling Analysis						\$ 20,500.00	\$ 24.75	\$3.59	\$20,528.34
	Engineer IV	4.0	\$48.16	\$192.62	\$231.15			\$67.03	\$490.80
4 Bridge Inspection And Bridge Condition Report						\$ -	\$ 371.00	\$53.80	\$424.80
	Engineer V	24.0	\$65.12	\$1,562.95	\$1,875.54			\$543.91	\$3,982.39
	Engineer IV	46.0	\$48.16	\$2,215.15	\$2,658.18			\$770.87	\$5,644.21
	Engineering Technician III	8.0	\$38.05	\$304.43	\$365.32			\$105.94	\$775.69
	Engineering Technician II	22.0	\$25.49	\$560.72	\$672.87			\$195.13	\$1,428.72
5 Stream Hydraulic Analysis And Report						\$ -	\$ 774.00	\$112.23	\$886.23
	Engineer V	4.0	\$65.12	\$260.49	\$312.59			\$90.65	\$663.73
	Engineer IV	35.0	\$48.16	\$1,685.44	\$2,022.53			\$586.53	\$4,294.50
	Engineer III	3.0	\$35.37	\$106.11	\$127.33			\$36.93	\$270.37
	Engineer II	110.0	\$26.01	\$2,860.83	\$3,432.99			\$995.57	\$7,289.39
	Engineering Technician III	13.0	\$38.05	\$494.70	\$593.65			\$172.16	\$1,260.51
	Engineering Technician II	13.0	\$25.49	\$331.34	\$397.60			\$115.30	\$844.24
	Office Professional	6.0	\$15.60	\$93.63	\$112.35			\$32.58	\$238.56
6 Wetland Delineation and Report						\$ -	\$ 4,292.50	\$622.41	\$4,914.91
	Senior Scientist V	6.0	\$55.14	\$330.82	\$396.98			\$115.12	\$842.91
	Env. Res Spec II	36.0	\$22.89	\$823.92	\$988.70			\$286.72	\$2,099.34
	GIS Analyst	24.0	\$24.97	\$599.21	\$719.06			\$208.53	\$1,526.80
7 Preliminary Bridge Analysis						\$ -	\$ 51.40	\$7.45	\$58.85
	Engineer IV	48.0	\$48.16	\$2,311.46	\$2,773.76			\$804.39	\$5,889.61
	Engineering Technician III	20.0	\$38.05	\$761.08	\$913.30			\$264.86	\$1,939.24
8 Preliminary Bridge Design And Hydraulic Report						\$ -	\$ 197.25	\$28.60	\$225.85
	Engineer IV	18.0	\$48.16	\$866.80	\$1,040.16			\$301.65	\$2,208.61
	Engineering Technician III	20.0	\$38.05	\$761.08	\$913.30			\$264.86	\$1,939.24
9 Location Drainage Analysis						\$ -	\$ 30.00	\$4.35	\$34.35

**Exhibit A - Preliminary Engineering  
French Road Bridge (CH 11) over Burlington Creek  
Unincorporated Kane County**

Route                    County Highway 11 - French Road  
Local Agency        Kane County  
Section                08-00386-00-BR  
Project                BROS-0089(14&0  
Job No.                P-91-270-09  
Existing Structure No. 045-0040

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

Overhead Rate (OH)        120.00 %  
Complexity Factor ( R )    0.0  
Calendar Days               550

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                    ☐

Date: 10/1/2009

**Cost Estimate of Consultant's Services in Dollars**

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH)	Services by Others	In-House Direct Costs (IHDC)	Fixed Fee (FF*1.4)	Total
	Engineer IV	18.0	\$48.16	\$866.80	\$1,040.16			\$301.65	\$2,208.61
	Engineer II	24.0	\$26.01	\$624.18	\$749.02			\$217.21	\$1,590.41
	Engineering Technician III	6.0	\$38.05	\$228.33	\$273.99			\$79.46	\$581.78
10 Permit Submittals						\$ -	\$ 1,824.00	\$264.48	\$2,088.48
	Engineer IV	18.0	\$48.16	\$866.80	\$1,040.16			\$301.65	\$2,208.61
	Engineer III	2.0	\$35.37	\$70.74	\$84.89			\$24.62	\$180.25
	Engineering Technician III	6.0	\$38.05	\$228.33	\$273.99			\$79.46	\$581.78
	Engineering Technician II	6.0	\$25.49	\$152.92	\$183.51			\$53.22	\$389.65
	Senior Scientist V	6.0	\$55.14	\$330.82	\$396.98			\$115.12	\$842.91
	Env. Res Spec III	30.0	\$24.97	\$749.02	\$898.82			\$260.66	\$1,908.50
	GIS Analyst	18.0	\$24.97	\$449.41	\$539.29			\$156.39	\$1,145.09
11 Right-Of-Way and Temporary Construction Easement Analysis						\$ -	\$ 4,250.00	\$616.25	\$4,866.25
	Engineer IV	12.0	\$48.16	\$577.87	\$693.44			\$201.10	\$1,472.40
	Engineering Technician III	12.0	\$38.05	\$456.65	\$547.98			\$158.91	\$1,163.54
12 Project Development Report Activities						\$ -	\$ 709.00	\$102.81	\$811.81
	Engineer V	16.0	\$65.12	\$1,041.96	\$1,250.36			\$362.60	\$2,654.92
	Engineer IV	38.0	\$48.16	\$1,829.91	\$2,195.89			\$636.81	\$4,662.61
	Engineer III	64.0	\$35.37	\$2,263.69	\$2,716.43			\$787.77	\$5,767.89
	Engineering Technician III	78.0	\$38.05	\$2,968.23	\$3,561.87			\$1,032.94	\$7,563.04
13 Public Involvement						\$ -	\$ 109.50	\$15.88	\$125.38
	Engineer IV	4.0	\$48.16	\$192.62	\$231.15			\$67.03	\$490.80
	Engineer III	4.0	\$35.37	\$141.48	\$169.78			\$49.24	\$360.50
14 Meetings and Coordination						\$ -	\$ 165.00	\$23.93	\$188.93
	Engineer IV	22.0	\$48.16	\$1,059.42	\$1,271.30			\$368.68	\$2,699.41
	Engineer III	18.0	\$35.37	\$636.66	\$764.00			\$221.56	\$1,622.22
	Engineering Technician I	8.0	\$15.08	\$120.67	\$144.81			\$41.99	\$307.47
	Office Professional	8.0	\$15.60	\$124.84	\$149.80			\$43.44	\$318.08
15 Administration and Management						\$ -	\$ 231.00	\$33.50	\$264.50
	Engineer IV	28.0	\$48.16	\$1,348.35	\$1,618.02			\$469.23	\$3,435.61
	Engineer III	36.0	\$35.37	\$1,273.33	\$1,527.99			\$443.12	\$3,244.44
<b>Totals</b>		<b>1079.0</b>		<b>\$ 40,495.46</b>	<b>\$ 48,594.55</b>	<b>\$ 33,131.59</b>	<b>\$ 13,779.15</b>	<b>\$ 16,090.40</b>	<b>\$ 152,091.14</b>

**WILLS BURKE KELSEY ASSOCIATES, LTD.**  
**AVERAGE WAGE RATES BY EMPLOYEE CLASSIFICATIONS**

<u>CLASSIFICATION/EMPLOYEE</u>	<u>HOURLY WAGE RATE</u>	<u>AVG. WAGE RATE</u>
<b>Engineer II</b>		<b>\$24.67</b>
Jamie C. Geils	\$25.75	
Steven R. Jeske	\$25.25	
Vincent DiPrima	\$23.00	
<b>Engineer III</b>		<b>\$34.00</b>
Kristine E. Meyer	\$33.00	
Terril A. Alter	\$35.00	
<b>Engineer IV</b>		<b>\$47.01</b>
J. Chris Lindley	\$51.00	
Ilene A. Dailey	\$47.75	
John Witte	\$43.05	
Andrew E. Underwager	\$51.00	
Kevin M. Anderson	\$38.37	
David L. Smoot	\$50.88	
<b>Engineer V</b>		<b>\$62.60</b>
Scott F. Randall	\$62.25	
Greg J. Chismark	\$59.14	
Paul J. Fitzpatrick	\$64.50	
Douglas P. Breunlin	\$64.50	
<b>Engineer VI</b>		<b>\$66.00</b>
John J. Wills	\$66.00	
<b>Engineering Intern</b>		<b>\$12.00</b>
Brian M. Davids	\$12.00	
<b>Engineering Technician I</b>		<b>\$14.00</b>
John N. Wills	\$14.00	
<b>Engineering Technician II</b>		<b>\$24.50</b>
Nathan D. Parris	\$24.50	

**WILLS BURKE KELSEY ASSOCIATES, LTD.**  
**AVERAGE WAGE RATES BY EMPLOYEE CLASSIFICATIONS**

<u>CLASSIFICATION/EMPLOYEE</u>	<u>HOURLY WAGE RATE</u>	<u>AVG. WAGE RATE</u>
<b>Engineering Technician III</b>		<b>\$36.58</b>
Jeffrey W. Bartels	\$38.00	
Donald J. Virmond	\$35.00	
Andrew W. Haglund	\$36.75	
<b>Engineering Technician IV</b>		<b>\$45.72</b>
James M. Post	\$50.96	
Philip R. Kazimier	\$44.00	
Steven Brent Pottorff	\$42.20	
<b>Environmental Resource Specialist II</b>		<b>\$22.00</b>
Natalie M. Herrmann	\$22.00	
<b>Environmental Resource Specialist III</b>		<b>\$24.00</b>
Patrick J. VerHalen	\$24.00	
<b>GIS Analyst</b>		<b>\$24.00</b>
Emily A. Miller	\$24.00	
<b>Resource Planner III</b>		<b>\$21.50</b>
Lacey J. Lawrence	\$21.50	
<b>Resource Planner V</b>		<b>\$54.00</b>
JoEllen Charlton	\$54.00	
<b>Senior Soil/Environmental Scientist V</b>		<b>\$53.00</b>
Patrick D. Kelsey	\$53.00	
<b>Administrative</b>		<b>\$25.00</b>
Emily T. Haglund	\$25.00	
<b>Office Professional</b>		<b>\$15.00</b>
Laura Renfus	\$15.00	
Jennifer E. Ryan	\$15.00	

Route County Highway 11 - French Road  
 Local Agency Kane County  
 Section 09-00386-00-BR  
 Project BROS-0089(147)  
 Job No. P-91-270-09

WORK HOUR ESTIMATE FOR CONSULTING SERVICES  
 PHASE I ENGINEERING  
 French Road Bridge (CH 11) over Burlington Creek

Description	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer II	Engineering Technician IV	Engineering Technician III	Engineering Technician II	Engineering Technician I	Senior Scientist V	Env. Res Spec III	Env. Res Spec II	GIS Analyst	Office Professional	Sub-Consultant Costs	In House Direct Costs
<b>1 Early Coordination and Data Collection</b>																
1.1 Review Existing Data (exist. ROW, flood records, bridge and roadway record drawing, collect aerial mapping in project area, etc.)					2		2	2								
1.2 Site Visit					2											
Photo Log					2											
1.3 Utility Investigation (J.U.L.I.E. Design Locate Request & Utility Coordination)						1										
Contact JULIE								2								
Introduction Letters and Location Exhibits						2		6								
Verify non-JULIE facilities								2								
Send preliminary plans to Utility for conflict review						2										
1.4 Project Notification and Review will be sent to the NIPC Clearinghouse.				2												
1.5 Environmental Survey Request																
Determine concept project limits / termini			2				2									
Determine concept existing and proposed ROW				2				2								
Determine concept bridge improvements		2	2													
Create ESR Exhibit				2			4	2								
Complete online ESR information form				2												
Complete electronic submittal to IDOT				2												
<b>SUB-TOTAL</b>	51.0	0.0	2.0	4.0	10.0	6.0	5.0	8.0	16.0	0.0	0.0	0.0	0.0	0.0	0.0	
<b>PERCENT</b>		0%	4%	8%	20%	12%	10%	16%	31%	0%	0%	0%	0%	0%	0%	
<b>2 Route Survey and Hydraulic Survey</b>																
2.1 Determine extent of field surveys			1	1												
2.2 Coordinate with survey sub-consultant			1	1												
2.3 Establish horizontal and vertical datum/control <i>Compass Surveying</i>																
2.4 Bridge and roadway topography			14	6				20								
2.5 Roadway cross-sections			8	4				12								
2.6 Stream cross-sections <i>Compass Surveying</i>																
2.7 Create existing conditions base file								12								
2.8 Field review to check survey accuracy and base file						6										
<i>Compass Surveying, Ltd.</i>															\$ 12,631.59	
<b>SUB-TOTAL</b>	86.0	0.0	0.0	24.0	12.0	0.0	6.0	0.0	44.0	0.0	0.0	0.0	0.0	0.0	0.0	
<b>PERCENT</b>		0%	0%	28%	14%	0%	7%	0%	51%	0%	0%	0%	0%	0%	0%	
<b>3 Geotechnical Soil And Bridge Deck Sampling Analysis</b>																
3.1 Geotechnical Sub-Consultant perform and surface investigation																
3.2 Coordinate with geotechnical sub-consultant			2													
3.3 Field Layout pavement cores, roadway and structural borings			2													
<i>Testing Service Corporation</i>															\$ 20,500.00	
<b>SUB-TOTAL</b>	4.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
<b>PERCENT</b>		0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
<b>4 Bridge Inspection And Bridge Condition Report</b>																
4.1 Review existing reports & prepare sketches for field use								4								
4.2 Conduct bridge inspection & complete IDOT documentation			6					4								
4.3 Prepare Bridge Condition Report		16	16				4	6								
4.4 Prepare preliminary bridge replacement alternative analysis & cost estimates		8	10													
4.4 Prepare exhibits for BCR			6				4	6								
4.6 Revise BCR based on IDOT comments			4													
4.7 QA/QC review			4													
<b>SUB-TOTAL</b>	100.0	0.0	24.0	46.0	0.0	0.0	0.0	8.0	22.0	0.0	0.0	0.0	0.0	0.0	0.0	
<b>PERCENT</b>		0%	24%	46%	0%	0%	0%	8%	22%	0%	0%	0%	0%	0%	0%	
<b>5 Stream Hydraulic Analysis And Report</b>																
5.1 Field review and data collection			3	1	4											
5.2 Coordinate with survey crew on Hydraulic Stream Survey			2	1	2		1	1								
5.3 Review of existing FEMA and USGS records			2	1												
5.4 Review for an existing hydraulic model and development of a hydraulic model			2													
5.5 Survey note conversion and stream cross sections and plotting					4		2	2								
5.6 Hydraulic Report Data Sheet			2		8		6	6								
5.7 Develop proposed condition hydraulic model and waterway information table			4		32											
5.8 Determine Impacts to the floodplain and need for compensatory storage			2		16		2	2								
5.9 Perform HEC-18 scour analysis					8											
5.10 Hydraulic Report Outline Sheets					4											
5.11 Prepare hydraulic report, narrative and backup			4		12									6		
5.12 Assemble report and submit to IDOT					8											
5.13 QA final report		4	8													
5.14 Address IDOT comments and resubmit final report			6		12		2	2								
<b>SUB-TOTAL</b>	184.0	0.0	4.0	36.0	3.0	110.0	0.0	13.0	13.0	0.0	0.0	0.0	0.0	0.0	6.0	
<b>PERCENT</b>		0%	2%	19%	2%	60%	0%	7%	7%	0%	0%	0%	0%	0%	3%	

Route County Highway 11 - French Road  
 Local Agency Kane County  
 Section 08-00386-00-BR  
 Project BROS-0089(147)  
 Job No. P-91-270-09

WORK HOUR ESTIMATE FOR CONSULTING SERVICES  
 PHASE I ENGINEERING  
 French Road Bridge (CH 11) over Burlington Creek

Description	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer II	Engineering Technician IV	Engineering Technician III	Engineering Technician II	Engineering Technician I	Senior Scientist V	Env. Res Spec III	Env. Res Spec II	GIS Analyst	Office Professional	Sub-Consultant Costs	In House Direct Costs
<b>6 Wetland Delineation and Report</b>																
6.1 Obtain preliminary information (wetland maps, soil maps, aerials, etc.)												8	4			
6.2 Conduct wetland delineation										2		8	8			
6.3 Field stake perimeter of wetlands										2		4	4			
6.4 Prepare wetland report and graphics												12	8			
6.5 Prepare IDOT online Wetland Impact Evaluations (WIE)										2		4				
SUB-TOTAL	66.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	6.0	0.0	36.0	24.0	0.0	\$ -	\$ 4,292.50
PERCENT		0%	0%	0%	0%	0%	0%	0%	0%	9%	0%	55%	36%	0%		
<b>7 Preliminary Bridge Analysis</b>																
7.1 Compile available data			4				4									
7.2 Review Structure Geotechnical Report to determine substructure foundation			4													
7.3 Prepare structural calculations to determine cost effective superstructure			16													
7.4 Determine pier and abutment types			16													
7.5 Prepare sections & details			8				16									
SUB-TOTAL	68.0	0.0	0.0	48.0	0.0	0.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ 51.40
PERCENT		0%	0%	71%	0%	0%	29%	0%	0%	0%	0%	0%	0%	0%		
<b>8 Preliminary Bridge Design And Hydraulic Report</b>																
8.1 Approach roadway information			2													
8.2 Proposed structure information			4													
8.3 Hydraulic & scour analysis data			4													
8.4 Prepare location sketch							2									
8.5 Prepare attachments			4				10									
8.6 Assemble, print and submit to IDOT			2				8									
8.7 Respond to comments and submit Final report			2													
SUB-TOTAL	38.0	0.0	0.0	18.0	0.0	0.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ 197.25
PERCENT		0%	0%	47%	0%	0%	53%	0%	0%	0%	0%	0%	0%	0%		
<b>9 Location Drainage Analysis</b>																
9.1 Evaluate existing drainage and determine any deficiencies			8		8											
9.2 Design proposed drainage improvements			8		8											
9.3 Concept Clear Water Diversion Plan			2		8		6									
SUB-TOTAL	48.0	0.0	0.0	18.0	0.0	24.0	6.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ 30.00
PERCENT		0%	0%	38%	0%	50%	13%	0%	0%	0%	0%	0%	0%	0%		
<b>10 Permit Submittals</b>																
10.1 Prepare exhibits for floodway permit			2										10			
10.2 Complete and submit Floodway Permit (Northeast Illinois Form D1 PD0024)			14										8			
10.3 Prepare exhibits for Joint Permit											2					
10.4 Complete and submit Joint Permit (COE)										4	20					
10.5 Prepare erosion control plans and SWPPP for KDSWCD			2			6	6			2						
10.6 Complete and submit permit applications to KDSWCD				2							8					
SUB-TOTAL	86.0	0.0	0.0	18.0	2.0	0.0	6.0	6.0	0.0	6.0	30.0	0.0	18.0	0.0	\$ -	\$ 1,824.00
PERCENT		0%	0%	21%	2%	0%	7%	7%	0%	7%	35%	0%	21%	0%		
<b>11 Right-Of-Way and Temporary Construction Easement Analysis</b>																
11.1 From proposed plan & profile, determine areas of ROW taking & construction easements			6				6									
11.2 Quantify and summarize right of way takings and implement into PDR			4				6									
11.3 Coordinate with Compass Surveying			2													
SUB-TOTAL	24.0	0.0	0.0	12.0	0.0	0.0	12.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ 4,250.00
PERCENT		0%	0%	50%	0%	0%	50%	0%	0%	0%	0%	0%	0%	0%		
<b>12 Project Development Report Activities</b>																
12.1 Location and Existing Conditions																
Traffic Data - Obtain current traffic counts and coordinate with the County			2	2												
Traffic Data - Coordination with CMAP to determine future AOT				2												
12.2 Proposed Improvement																
Need and purpose of the project			2													
Variance Determination - Identify variances and complete BLR Form 22120			4	8												
12.3 Crash Analysis - Obtain accident data for last 3 Years and prepare exhibit			2				6									
12.4 Maintenance Of Traffic - Perform analysis and prepare Detour Plan				8			12									
12.5 Prepare concept plan and profiles and typical sections			8	8			22									
12.6 Prepare preliminary cost estimate		8	8				12									
12.7 Prepare PDR exhibits				12			14									
12.8 Assemble, collate and submit draft PDR			8	12			12									
12.9 Perform coordination with IDOT to obtain necessary clearances				12												
12.10 Address IDOT comments and submit Final PDR		4	4													
12.11 Prepare design approval notices for publication		4														
SUB-TOTAL	196.0	0.0	16.0	36.0	64.0	0.0	78.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ 709.00
PERCENT		0%	8%	19%	33%	0%	40%	0%	0%	0%	0%	0%	0%	0%		

Route County Highway 11 - French Road  
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 Job No. P-91-270-09

WORK HOUR ESTIMATE FOR CONSULTING SERVICES  
 PHASE I ENGINEERING  
 French Road Bridge (CH 11) over Burlington Creek

Description			Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer II	Engineering Technician IV	Engineering Technician III	Engineering Technician II	Engineering Technician I	Senior Scientist V	Env. Res Spec III	Env. Res Spec II	GIS Analyst	Office Professional	Sub-Consultant Costs	In House Direct Costs
<b>13</b>	<b>Public Involvement</b>																	
	13.1	Assist County with property owner contact & documentation			4	4												
		<b>SUB-TOTAL</b>	8.0	0.0	0.0	4.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ 109.50
		<b>PERCENT</b>		0%	0%	50%	50%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
<b>14</b>	<b>Meetings and Coordination</b>																	
	14.1	IDOT project initiation (kickoff) meetings (1 meetings @ 2 pers @ 3 hrs)			3	3												
	14.2	FHWA Coordination Meeting (2 meetings @ 2 pers @ 3 hrs each)			6	6												
	14.3	Right of way initiation kickoff meeting w/BLA (1 meetings @ 2 pers @ 3 hrs)			3	3												
	14.4	Local Agency coordination meetings (1 meetings @ 2 pers @ 2 hrs each)			2	2												
	14.5	Preparation of meeting agenda and exhibits (assumes 5 meetings)				4					8					8		
	14.6	Meeting Minutes and Project Memos (Assume 5 Meetings @ 1.5 hrs per mtg.)			8													
		<b>SUB-TOTAL</b>	56.0	0.0	0.0	22.0	18.0	0.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	8.0	\$ -	\$ 165.00
		<b>PERCENT</b>		0%	0%	36%	32%	0%	0%	0%	14%	0%	0%	0%	0%	14%		
<b>15</b>	<b>Administration and Management</b>																	
	15.1	Project administrative set-up			4	4												
		Scope of work reviews & Scheduling			4	4												
		Budget Control & Manpower planning			4	4												
		Project team meetings			4	4												
		Contract administration			8	8												
	15.2	Progress reports			4	12												
		<b>SUB-TOTAL</b>	64.0	0.0	0.0	28.0	36.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ 231.00
		<b>PERCENT</b>		0%	0%	44%	56%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
		<b>TOTALS</b>	1079.0	0.0	46.0	319.0	149.0	140.0	11.0	171.0	101.0	8.0	12.0	36.0	42.0	14.0	\$ 33,131.59	\$ 13,779.15
		<b>PERCENT</b>		0%	4%	30%	14%	13%	1%	16%	9%	1%	3%	3%	4%	1%		

Route County Highway 11 - French Road  
 Local Agency Kane County  
 Section 08-00386-00-BR  
 Project BROS-0089(147)  
 Job No. P-91-270-09

**French Road Bridge (CH 11) over Burlington Creek  
 PHASE I ENGINEERING**

**Development of Project Hourly Rates (IDOT Method)**

**Wills Burke Kelsey Associates, Ltd.**

Item	2009 Actual Rate	2010 Projected @ 3.0% Increase	2011 Projected @ 3.0% Increase	2012 Projected @ 3.0% Increase	2013 Projected @ 3.0% Increase	2014 Projected @ 3.0% Increase
Average Hourly Rate as a Percent of 2009 Rate	100.0%	103.0%	106.1%	109.3%	112.6%	115.9%
Estimated Months of Contract in Given Year	0	12	6	0	0	0
% of Project Duration	0.00%	66.67%	33.33%	0.00%	0.00%	0.00%
Extension	0.000	0.687	0.354	0.000	0.000	0.000
Weighted Project Hourly Rate Multiplier	<b>Note: Salary Adjustments are applied on January 1 of Each Year</b>					1.0403

Project Duration: January 1, 2010 to June 30, 2011 =  months

Allowed Percentage Escalation  1.030

Route	County Highway 11 - French Road
Local Agency	Kane County
Section	08-00386-00-BR
Project	BROS-0089(147)
Job No.	P-91-270-09

**French Road Bridge (CH 11) over Burlington Creek  
PHASE I ENGINEERING**

**Escalation Factor** **1.0403**

<b>Description</b>	<b>2009 Rates</b>	<b>Adjusted Rate</b>
Engineer VI	\$ 66.00	\$ 68.66
Engineer V	\$ 62.60	\$ 65.12
Engineer IV	\$ 46.29	\$ 48.16
Engineer III	\$ 34.00	\$ 35.37
Engineer II	\$ 25.00	\$ 26.01
Engineering Technician IV	\$ 45.72	\$ 47.56
Engineering Technician III	\$ 36.58	\$ 38.05
Engineering Technician II	\$ 24.50	\$ 25.49
Engineering Technician I	\$ 14.50	\$ 15.08
Senior Scientist V	\$ 53.00	\$ 55.14
Resource Planner V	\$ 54.00	\$ 56.18
Resource Planner III	\$ 21.50	\$ 22.37
Env. Res Spec III	\$ 24.00	\$ 24.97
Env. Res Spec II	\$ 22.00	\$ 22.89
GIS Analyst	\$ 24.00	\$ 24.97
Administrative Manager	\$ 25.00	\$ 26.01
Office Professional	\$ 15.00	\$ 15.60

## In-House Direct Costs (IHDC)

**Route** CH 11 - French Road  
**Local Agency** Kane County  
**Section** 08-00386-00-BR  
**Project** BROS-0089(147)  
**Job No.** P-91-270-09

**Consultant** Wills Burke Kelsey Associates, Ltd.

			TASK 1		TASK 2		TASK 3	
			Early Coordination and Data Collection		Route Survey and Hydraulic Survey		Geotechnical Soil And Bridge Deck Sampling Analysis	
ITEM	UNITS	UNIT COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
<b>DIRECT COSTS</b>								
Postage Letters	EACH	\$0.42		\$0.00		\$0.00		\$0.00
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Travel Mileage	DAY	\$45.00		\$0.00	5	\$225.00		\$0.00
Travel Mileage	MILE	\$0.550	45	\$24.75		\$0.00	45	\$24.75
24 x 36 BW Bond Plots	SHEET	\$0.60		\$0.00		\$0.00		\$0.00
24 x 36 Color Bond Plots	SHEET	\$2.00		\$0.00		\$0.00		\$0.00
24 x 36 Vellum Plots	SHEET	\$5.40		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$6.00		\$0.00		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.07		\$0.00		\$0.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.17		\$0.00		\$0.00		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.00		\$0.00		\$0.00		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.00		\$0.00		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$4.00		\$0.00		\$0.00		\$0.00
Small Report Assembly & Binding	EACH	\$40.00		\$0.00		\$0.00		\$0.00
Medium Report Assembly & Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00
Large Report Assembly & Binding	EACH	\$100.00		\$0.00		\$0.00		\$0.00
Photographs	EACH	\$0.75		\$0.00		\$0.00		\$0.00
Video Tapes	EACH	\$4.00		\$0.00		\$0.00		\$0.00
Survey Equipment Rental	UNIT	\$1.00		\$0.00	500	\$500.00		\$0.00
Permit Review Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Title Commitments & Renewal	EACH	\$425.00		\$0.00		\$0.00		\$0.00
Wetland Banking Fee	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
<b>Sub-Totals</b>				<b>\$24.75</b>		<b>\$725.00</b>		<b>\$24.75</b>

**Project Total**      **\$13,779.15**

## In-House Direct Costs (IHDC)

**Route** CH 11 - French Road  
**Local Agency** Kane County  
**Section** 08-00386-00-BR  
**Project** BROS-0089(147)  
**Job No.** P-91-270-09

**Consultant** Wills Burke Kelsey Associates, Ltd.

			TASK 4		TASK 5		TASK 6	
			Bridge Inspection And Bridge Condition Report		Stream Hydraulic Analysis And Report		Wetland Delineation and Report	
ITEM	UNITS	UNIT COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
<b>DIRECT COSTS</b>								
Postage Letters	EACH	\$0.42		\$0.00		\$0.00		\$0.00
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00	30	\$30.00	40	\$40.00	20	\$20.00
Travel Mileage	DAY	\$45.00		\$0.00		\$0.00		\$0.00
Travel Mileage	MILE	\$0.550	90	\$49.50		\$0.00		\$0.00
24 x 36 BW Bond Plots	SHEET	\$0.60		\$0.00		\$0.00		\$0.00
24 x 36 Color Bond Plots	SHEET	\$2.00		\$0.00		\$0.00		\$0.00
24 x 36 Vellum Plots	SHEET	\$5.40		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$6.00		\$0.00		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.07	350	\$24.50	600	\$42.00	200	\$14.00
11 x 17 BW Photocopies	SHEET	\$0.17	100	\$17.00	100	\$17.00	50	\$8.50
8 ½ x 11 Color Photocopies	SHEET	\$1.00	50	\$50.00	75	\$75.00	50	\$50.00
11 x 17 Color Photocopies	SHEET	\$2.00		\$0.00		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$4.00		\$0.00		\$0.00		\$0.00
Small Report Assembly & Binding	EACH	\$40.00	5	\$200.00		\$0.00	5	\$200.00
Medium Report Assembly & Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00
Large Report Assembly & Binding	EACH	\$100.00		\$0.00	6	\$600.00		\$0.00
Photographs	EACH	\$0.75		\$0.00		\$0.00		\$0.00
Video Tapes	EACH	\$4.00		\$0.00		\$0.00		\$0.00
Survey Equipment Rental	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Permit Review Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Title Commitments & Renewal	EACH	\$425.00		\$0.00		\$0.00		\$0.00
Wetland Banking Fee	UNIT	\$1.00		\$0.00		\$0.00	4000	\$4,000.00
<b>Sub-Totals</b>				<b>\$371.00</b>		<b>\$774.00</b>		<b>\$4,292.50</b>

**Project Total**      **\$13,779.15**

## In-House Direct Costs (IHDC)

**Route** CH 11 - French Road  
**Local Agency** Kane County  
**Section** 08-00386-00-BR  
**Project** BROS-0089(147)  
**Job No.** P-91-270-09

**Consultant** Wills Burke Kelsey Associates, Ltd.

			TASK 7		TASK 8		TASK 9	
			Preliminary Bridge Analysis		Preliminary Bridge Design And Hydraulic Report		Location Drainage Analysis	
ITEM	UNITS	UNIT COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
<b>DIRECT COSTS</b>								
Postage Letters	EACH	\$0.42		\$0.00		\$0.00		\$0.00
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00	30	\$30.00	20	\$20.00	30	\$30.00
Travel Mileage	DAY	\$45.00		\$0.00		\$0.00		\$0.00
Travel Mileage	MILE	\$0.550		\$0.00	45	\$24.75		\$0.00
24 x 36 BW Bond Plots	SHEET	\$0.60	30	\$18.00		\$0.00		\$0.00
24 x 36 Color Bond Plots	SHEET	\$2.00		\$0.00		\$0.00		\$0.00
24 x 36 Vellum Plots	SHEET	\$5.40		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$6.00		\$0.00		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.07		\$0.00	200	\$14.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.17	20	\$3.40	50	\$8.50		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.00		\$0.00	50	\$50.00		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.00		\$0.00		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$4.00		\$0.00		\$0.00		\$0.00
Small Report Assembly & Binding	EACH	\$40.00		\$0.00	2	\$80.00		\$0.00
Medium Report Assembly & Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00
Large Report Assembly & Binding	EACH	\$100.00		\$0.00		\$0.00		\$0.00
Photographs	EACH	\$0.75		\$0.00		\$0.00		\$0.00
Video Tapes	EACH	\$4.00		\$0.00		\$0.00		\$0.00
Survey Equipment Rental	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Permit Review Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Title Commitments & Renewal	EACH	\$425.00		\$0.00		\$0.00		\$0.00
Wetland Banking Fee	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
<b>Sub-Totals</b>				<b>\$51.40</b>		<b>\$197.25</b>		<b>\$30.00</b>
<b>Project Total</b>				<b>\$13,779.15</b>				

## In-House Direct Costs (IHDC)

**Route** CH 11 - French Road  
**Local Agency** Kane County  
**Section** 08-00386-00-BR  
**Project** BROS-0089(147)  
**Job No.** P-91-270-09

**Consultant** Wills Burke Kelsey Associates, Ltd.

			TASK 10		TASK 11		TASK 12	
			Permit Submittals		Right-Of-Way and Temporary Construction Easement Analysis		Project Development Report Activities	
ITEM	UNITS	UNIT COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
<b>DIRECT COSTS</b>								
Postage Letters	EACH	\$0.42		\$0.00		\$0.00		\$0.00
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Travel Mileage	DAY	\$45.00		\$0.00		\$0.00		\$0.00
Travel Mileage	MILE	\$0.550		\$0.00		\$0.00		\$0.00
24 x 36 BW Bond Plots	SHEET	\$0.60		\$0.00		\$0.00		\$0.00
24 x 36 Color Bond Plots	SHEET	\$2.00		\$0.00		\$0.00		\$0.00
24 x 36 Vellum Plots	SHEET	\$5.40		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$6.00		\$0.00		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.07	100	\$7.00		\$0.00	600	\$42.00
11 x 17 BW Photocopies	SHEET	\$0.17	100	\$17.00		\$0.00	100	\$17.00
8 ½ x 11 Color Photocopies	SHEET	\$1.00		\$0.00		\$0.00	50	\$50.00
11 x 17 Color Photocopies	SHEET	\$2.00		\$0.00		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$4.00		\$0.00		\$0.00		\$0.00
Small Report Assembly & Binding	EACH	\$40.00		\$0.00		\$0.00		\$0.00
Medium Report Assembly & Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00
Large Report Assembly & Binding	EACH	\$100.00		\$0.00		\$0.00	6	\$600.00
Photographs	EACH	\$0.75		\$0.00		\$0.00		\$0.00
Video Tapes	EACH	\$4.00		\$0.00		\$0.00		\$0.00
Survey Equipment Rental	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Permit Review Fees	UNIT	\$1.00	1800	\$1,800.00		\$0.00		\$0.00
Title Commitments & Renewal	EACH	\$425.00		\$0.00	10	\$4,250.00		\$0.00
Wetland Banking Fee	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
<b>Sub-Totals</b>				<b>\$1,824.00</b>		<b>\$4,250.00</b>		<b>\$709.00</b>

**Project Total**      **\$13,779.15**

## In-House Direct Costs (IHDC)

**Route** CH 11 - French Road  
**Local Agency** Kane County  
**Section** 08-00386-00-BR  
**Project** BROS-0089(147)  
**Job No.** P-91-270-09

**Consultant** Wills Burke Kelsey Associates, Ltd.

			TASK 13		TASK 14		TASK 15	
			Public Involvement		Meetings and Coordination		Administration and Management	
ITEM	UNITS	UNIT COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
<b>DIRECT COSTS</b>								
Postage Letters	EACH	\$0.42		\$0.00		\$0.00	50	\$21.00
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00		\$0.00	150	\$150.00
Travel Mileage	DAY	\$45.00		\$0.00		\$0.00		\$0.00
Travel Mileage	MILE	\$0.550	90	\$49.50	300	\$165.00		\$0.00
24 x 36 BW Bond Plots	SHEET	\$0.60		\$0.00		\$0.00		\$0.00
24 x 36 Color Bond Plots	SHEET	\$2.00	10	\$20.00		\$0.00		\$0.00
24 x 36 Vellum Plots	SHEET	\$5.40		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$6.00		\$0.00		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.07		\$0.00		\$0.00	250	\$17.50
11 x 17 BW Photocopies	SHEET	\$0.17		\$0.00		\$0.00	250	\$42.50
8 ½ x 11 Color Photocopies	SHEET	\$1.00		\$0.00		\$0.00		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.00		\$0.00		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$4.00	10	\$40.00		\$0.00		\$0.00
Small Report Assembly & Binding	EACH	\$40.00		\$0.00		\$0.00		\$0.00
Medium Report Assembly & Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00
Large Report Assembly & Binding	EACH	\$100.00		\$0.00		\$0.00		\$0.00
Photographs	EACH	\$0.75		\$0.00		\$0.00		\$0.00
Video Tapes	EACH	\$4.00		\$0.00		\$0.00		\$0.00
Survey Equipment Rental	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Permit Review Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Title Commitments & Renewal	EACH	\$425.00		\$0.00		\$0.00		\$0.00
Wetland Banking Fee	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
<b>Sub-Totals</b>				<b>\$109.50</b>		<b>\$165.00</b>		<b>\$231.00</b>

**Project Total**      **\$13,779.15**

Route	CH 11 – French Road over Burlington Creek
Local Agency	Kane County
Section	08-00386-00-BR
Project	BROS-0089(147)
Job No.	P-91-270-09
Type of Funding	HBP
Existing Structure No.	045-0040

**PHASE I ENGINEERING FOR THE REHABILITATION OR REPLACEMENT  
OF THE  
FRENCH ROAD BRIDGE OVER BURLINGTON CREEK  
S.N. 045-0040**

**KANE COUNTY DIVISION OF TRANSPORTATION**

**EXHIBIT C - SCOPE OF SERVICES**

The Kane County Division of Transportation has initiated a project requiring professional engineering services by Wills Burke Kelsey Associates (WBK) for the performance of Phase I Engineering for the replacement of the French Road Bridge over Burlington Creek (S.N. 045-0040).

**UNDERSTANDING OF THE PROJECT**

**Existing Bridge.** The existing French Road Bridge is a single-span precast, prestressed concrete (PPC) deck beam structure over Burlington Creek located approximately 0.90 miles south of Illinois Route 72 in unincorporated Kane County between Burlington, IL and Hampshire, IL. The 21"-thick PPC deck beam superstructure is supported on reinforced concrete closed abutments on timber piles. The bridge length is 50'-6" back to back of abutments and is on a 15° skew to the roadway. The bridge width is 46'-6" out-to-out, 44'-0" face-to-face of curb and carries 2 – 12'-0" travel lanes. The bridge was built in 1969. Minor repairs were made to the bridge in 1998 that included deck beam repairs and formed concrete repairs to the bridge rail.

The bridge has an Inventory Rating of HS 10.4, an Operating Rating of HS 17.5 and is not posted. The original bridge was designed for an HS 20 loading.

According to the IDOT SIMS Inspection/Appraisal Report (S-104) and the most recent NBIS inspection, the deck/superstructure is in poor condition. There is significant deterioration and chloride contamination on the underside of the PPC deck beams. A number of prestressing strands are exposed. Previous repairs have not halted or eliminated further deterioration.

**Sufficiency Rating.** According to the Illinois Department of Transportation "Master Structure Report," the bridge has a Sufficiency Rating of 49.3. The Sufficiency Rating is a numerical value used to evaluate data of the bridge by calculating four different factors: structural adequacy and safety; serviceability and functional obsolescence; essentiality for public use; and special reduction factors. Because the bridge has a Sufficiency Rating less than 50.0, the bridge is eligible for rehabilitation or replacement under the Federal Highway Bridge Program. The bridge may only require deck replacement but current guidelines may dictate bridge replacement. This *Scope of Services* is based on the assumption that an analysis will be performed to determine whether bridge replacement or rehabilitation is the more cost effective option..

**Roadway Functional Class.** The IDOT Master Structure Report indicates that the roadway functional class is Major Collector, (Non-Urban) with a current AADT of 2,150 and a projected future (Year 2021) AADT of 2,340.

Bridge and roadway geometric design criteria will adhere to the IDOT Bureau of Local Roads and Streets (BLRS) Manual Figure 36-5A – Design Criteria for New and Reconstructed Rural Bridges and Figure 32-2A – Geometric Design Criteria for Rural Two-Lane Collectors (New Construction/Reconstruction).

**Preliminary Bridge and Roadway Approach Design.** The bridge design will adhere to the IDOT Bridge Manual and the requirements of Chapter 36 – Bridge/Structure Design of the BLRS Manual and the. The bridge hydraulic opening will be designed for the 30-year flood event and provide for a minimum one (1) foot of freeboard to the low point of the bridge structure.

The approach roadway will adhere to Chapter 32 – Geometric Design Tables – New Construction/Reconstruction of the BLRS Manual and any applicable sections of IDOT's Bureau of Design and Environment Manual.

**Environmental Impact Classification.** For purposes of this *Scope of Services*, it is assumed that the project will be classified as a Categorical Exclusion, Group II action according to Chapter 19 of the IDOT BLRS Manual. An Environmental Class of Action Determination (ECAD) is not anticipated and is not included in this *Scope of Services*.

**Summary.** The *Scope of Services* for the Phase I engineering involves a comprehensive preliminary engineering and environmental study. Included in this Phase I scope will be a Project Development Report (PDR), Bridge Condition Report, environmental survey, stream hydraulic analysis and Hydraulic Report, Type, Size & Location drawings, Preliminary Bridge Design & Hydraulic Report, permitting coordination and submittals, survey that includes preliminary design survey and right-of-way survey including plats and legal descriptions for right-of-way taking and temporary easements.

## **TASK 1 – EARLY COORDINATION AND DATA COLLECTION**

Early on in the Phase I process, WBK will coordinate with local agencies and collect project pertinent data.

**Review of Existing Data.** Available information from Kane County will be obtained and reviewed that will include existing right-of-way and property limit data, existing roadway and bridge plans from the County, County-based GIS digital topographic survey data, County-based GIS aerial photography and any existing maintenance and flooding records.

**Site Visits.** Two initial visits to the site will be scheduled to determine site-specific constraints. One of these visits to the site will document existing conditions. A photographic log will be prepared of the project. Photographs will be taken with a digital camera with date stamp and will be saved in electronic files. One hard copy of the photographs will be provided. Individual photographs will be titled and labeled as needed to provide detail and location. It is assumed that 75-150 pictures will be incorporated into the photo log.

**Utility Investigation.** Pertinent utility information will be collected for the project area to determine locations of all utilities that may or will affect design or construction of the bridges. Coordination with utilities and a JULIE design stage/planning information request for buried facilities will be performed and documented.

- Contact JULIE for design stage/planning information request for buried facilities and contact information.
- Send introduction letters describing the project and limits and include location exhibits to all utility companies located within the project limits.

- Verify utilities that may not be part of JULIE design system.
- Send preliminary plan and profiles to utility companies for detailed review of the project alignment and their facilities.
- Include utility coordination in PDR.

**NIPC Clearinghouse.** The Project Notification and Review will be sent to the NIPC Clearinghouse.

**Environmental Survey Request.** The online Environmental Survey Request (ESR) will be prepared as part of the early coordination of the project. The scope will include preparation of ESR project limits map and other exhibits. (BLRS Manual Section 20-2). To properly document the proposed project and eliminate re-submittals of the ESR, WBK will determine specific project constraints and limits and perform the following.

- Determine the anticipated project limits;
- Identify and determine the existing and proposed project right-of-way;
- Identify the proposed improvements; and
- Submit detailed exhibits with the submittal following IDOT guidelines.

## **TASK 2 – ROUTE SURVEY AND HYDRAULIC SURVEY**

Preliminary design and stream surveys will be required to properly document existing field conditions that will serve as the basis for the preliminary engineering and design in this phase. Route survey and hydraulic survey will be conducted by Compass Surveying Ltd., Aurora, IL. as a sub-consultant to WBK.

### **Horizontal and Vertical Control.**

- Horizontal control will be based on Kane County Geodetic Monuments jointly established by the Kane County Department of Transportation and the Illinois Department of Transportation. These coordinates are referenced to NAD 83.
- Vertical control will be based on Kane County Bench Marks and orthometric elevations derived from GPS observations, based on NAVD 88. The correlation of the nearest Elevation Reference Marks that have been established in the FEMA Flood Insurance Study (FIS) and Flood Insurance Rate Maps with NGVD 29 datum will be referenced.

**Topographic Survey.** The topographic survey will consist of a survey of the bridge and site within the project limits. This survey will include benchmarks with references, visible utilities, landscaping elements including significant trees 6" in diameter or greater, fences, pavement location and type.

- Roadway cross sections will be taken at 50-foot intervals for approximately 1,000 feet north and south of the bridge. This survey project limits are approximated to provide survey base information for the bridge and the approach roadway.
- These cross sections shall identify the right-of-way, centerline of the roadway, edges of pavement, edges of shoulders, visible structures and the slope of the embankment on each side.
- A field survey will be performed to identify property and roadway monuments and landmarks that will be utilized in the preparation of the Plat of Easement and Legal

Descriptions for Permanent and Temporary Easements. An Illinois Professional Land Surveyor will supervise the surveys.

- The services will include the survey of the wetland boundaries as delineated by WBK.

**Hydraulic Survey.** A stream survey will be conducted. This stream survey will follow the current guidelines of the Illinois Department of Transportation *Drainage Manual* and as necessary for the development of the hydraulic model.

- Eight (8) survey cross sections will be taken upstream and downstream of the bridge structure at intervals of approximately 50 feet, 500 feet and 1,000 feet and as determined by the drainage engineer for hydraulic modeling purposes. Within 50 feet upstream and downstream of the bridge structure, additional topographic features will be surveyed and as directed by the drainage engineer. This shall include dimensions of the existing structure and photographs. Vegetation on the stream banks and floodplain shall be documented.
- The vertical and horizontal limits of the cross-section elevations will be 1 foot above the anticipated 100-year floodplain elevation.
- The anticipated 100-year floodplain elevation will be obtained from the FEMA Flood Insurance Study or the IDNR-OWR Regulatory Floodplain Mapping. Survey datum shall be the same as outlined in Horizontal and Vertical Control.

### **TASK 3 – GEOTECHNICAL SOIL AND BRIDGE DECK SAMPLING ANALYSIS**

Testing Service Corporation will serve as a sub-consultant to WBK to perform structure borings, soil borings, pavement cores and bridge deck core samples for asbestos testing. A Structure Geotechnical Report will be prepared and submitted to IDOT and the results of the asbestos testing will be documented. Geotechnical work and the report will conform to the requirements of the IDOT *Geotechnical Manual*.

**Bridge Deck Sampling.** The French Road Bridge has a bituminous overlay. To determine if asbestos is present in the overlay or waterproofing membrane, two representative areas of the bridge deck will be cored.

- The sampling and testing will conform to the requirements outlined in the IDOT BDE Procedure Memorandum 26-02A.
- IDOT form BLR 10220 will be processed and submitted.

**Structure Borings.** Three (3) structure borings are to be performed for the geotechnical investigation.

- Two borings will be located diagonally across the bridge structure, just behind the existing abutments. The geotechnical sub-consultant, based on geologic maps of the area and on IDOT accepted procedures, will determine the depth of the borings.
- One (1) streambed scour boring will be taken as close as possible to the edge of the creek.

**Subgrade Borings.** Two (2) subgrade borings extending to a depth of 10 feet will be taken to identify the underlying soil composition.

**Pavement Cores.** Two (2) pavement cores will be taken to identify the existing pavement thickness and material.

WBK anticipates and has allotted for one (1) field meeting with the geotechnical firm to layout and coordinate final location of bridge and roadway cores and borings.

#### **TASK 4 – BRIDGE INSPECTION AND BRIDGE CONDITION REPORT**

A bridge inspection will be performed to assess the current condition of the bridge and provide the data for the Bridge Condition Report. The bridge inspection and Bridge Condition Report will conform to the requirements of the IDOT "Bridge Condition Report Procedures & Practices," the IDOT Bridge Manual, the IDOT BLRS Manual and NBIS standards.

- The WBK inspection team will consist of a 2-person crew with an Illinois Licensed Structural Engineer as the team leader.
- The Bridge Condition Report (BCR) will be written to document the current physical condition and functionality of the bridge and recommend a scope of work for approval. The scope of work selected will be the most cost effective for the structure given its condition and the structural/geometric/hydraulic deficiencies and exterior constraints that affect it.

#### **TASK 5 – STREAM HYDRAULIC ANALYSIS AND REPORT**

WBK will prepare the stream hydrology/hydraulic analysis and hydraulic report.

- Field review and data collection for the project will be performed.
- Review of existing hydraulic model. It is assumed that the hydraulic model used for the analysis will be the HEC-RAS analysis of the Burlington Tributary A (Coon Creek Water Shed) per the most current available USGS analysis and this study will be incorporated into the latest FIRM maps for Kane County
- A review of existing FEMA and USGS records will be conducted.
- Impacts to the floodplain will be determined and the need for compensatory storage.
- The proposed condition hydraulic model and waterway information table will be developed.
- A HEC-18 scour analysis will be performed.
- The bridge design will adhere to the IDOT Bridge Manual and the requirements of Chapter 36 – Bridge/Structure Design of the BLRS Manual and the. The bridge hydraulic opening will be designed for the 30-year flood event and provide for a minimum one (1) foot of freeboard to the low point of the bridge structure.
- The roadway design will adhere to KDOT's requirement to maintain one (1) foot of free board to the centerline of the roadway above the 100 year flood elevation.
- The hydraulic report and backup will be prepared and submitted to IDOT along with the Preliminary Bridge Design and Hydraulic Report (BLR Form 10210) and the hydraulic report will be used to obtain the floodway permit. The hydraulic report will contain the following:
  - Location Map
  - Permit Summary for Floodway Construction in Northeastern Illinois
  - Hydraulic Report
  - Narrative – Description of work that includes flooding history, correlation of datum, discussion of hydraulic analysis and description of area

- FIS Datum Correlation with Survey
- Preliminary Bridge Design & Hydraulic Report (Form BLR 10210)
- Asbestos Determination (Form BLR 10220)
- Bureau of Bridges and Structure Approvals (Hydraulic Report, BCR and SGR)
- Type, Size & Location Drawing(s)
- Waterway Information Table
- Stream Profile & Cross Sections
- Plan & Profile of Floodway Limits
- FIRM Map
- Floodway Profile
- Floodway Calculations
- Modeling Calculations
- Letter certifying that the existing structure is not a source of flooding
- HGL for 10, 50 and 100-Year
- Plan View of Compensatory Storage
- Erosion Control Plan

WBK anticipates two submittals to IDOT: the original submittal and a re-submittal to address IDOT comments. WBK also anticipates that each submittal to IDOT will require two full, bound copies and two copies will be provided to KDOT, an original submittal and the final submittal.

#### **TASK 6 – WETLAND DELINEATION AND REPORT**

The wetland delineation will be performed in conformance with the regulations of the U.S. Army Corps of Engineers and Kane County. A WBK wetland specialist will perform the following tasks.

- Review existing maps including the United States Geologic Society (USGS) topographic map, Nation Wetland Inventory (NWI), Soil Survey, Kane County wetland maps, USGS Hydrologic Atlas and aerial photography.
- Conduct on-site wetland delineation based on methodology approved by ACOE and accepted by Kane County.
- Field stake perimeter of wetlands.
- Prepare wetland report, including resource evaluation, support data, and graphics.
- Submit request for boundary verification and jurisdictional determination to ACOE.
- Prepare the IDOT online Wetland Impact Evaluations (WIE) form.

It is anticipated that wetland banking will be required and this banking fee is included in the direct costs.

#### **TASK 7 – PRELIMINARY BRIDGE ANALYSIS**

To perform a bridge type study and perform preliminary calculations for the bridge design, a preliminary bridge analysis will be performed. This analysis will be performed by WBK and

reviewed by KDOT to determine the most cost-effective or desirable bridge for the bridge site. The analysis will establish the bridge design parameters for Phase II.

**Develop Design Parameters.** Bridge design parameters will be developed in accordance with recommendations in the IDOT Bridge Manual and BDE Manual. The design parameters will include:

- Roadway classification data
- Waterway information
- Profile grade data
- Horizontal curve data
- Design specifications, loading, allowable stresses, and seismic data

**Review Geotechnical Recommendations.** The Structure Geotechnical Report will be reviewed and WBK will coordinate with TSC to determine the most effective substructure foundation.

**Preliminary Bridge Design.** Preliminary design calculations will be performed to establish superstructure element type and size, foundation type, depth of footings, and location and type of expansion joints for the bridge type selected.

**Prepare Cross Sections and Details.** Specific cross sections and details will be prepared by WBK.

**Review Bridge Design with KDOT.** The bridge plan and details will be presented for approval to KDOT.

## **TASK 8 – PRELIMINARY BRIDGE DESIGN AND HYDRAULIC REPORT**

The Preliminary Bridge Design and Hydraulic Report (PBDHR) contains the necessary information for use by IDOT personnel to review the preliminary bridge design and hydraulics for local agency bridge and culvert construction projects, and for obtaining construction permits from the IDNR Office of Water Resources (OWR).

- Form BLR 10210 will be completed.
- A proposed plan and profile sheet will be prepared and included with the PBDHR.
- The hydraulic/hydrologic analysis and calculations will be included with the PBDHR.
- The Structure Geotechnical Report will be included with the PBDHR.
- The Asbestos Determination Certification form (BLR 10220) will be included with the PBDHR.
- The TSL and Structure Report will be included with the PBDHR.

It is anticipated that two submittals will be required: an original submittal and a re-submittal to address IDOT's comments. It is also anticipated that two copies will be required for each submittal to IDOT and one copy for each submittal will be delivered to KDOT. It should be noted that the extensive hydraulic report outlined in Task 5 will also be submitted for this Task.

## **TASK 9 – LOCATION DRAINAGE ANALYSIS**

An analysis will be performed to determine existing drainage patterns and the impact of the bridge and roadway rehabilitation.

- Evaluate the existing drainage and determine deficiencies in accordance with the IDOT *Drainage Manual*.
- Perform an evaluation of the need for storm water detention and design the proposed drainage improvements.
- Develop a concept plan for clear water diversion for the construction of the bridge. The work will consider flow calculations and a concept plan that can be used for permitting. The plan will be finalized and included in the plans in Phase II. The concept plan will be used for permitting and be used in the determination of right of way and easement needs for the preparing the Plat Of Highways.

**TASK 10 – PERMIT SUBMITTALS**

**Permit Applications.** During the initial design stages of the project, WBK will prepare and submit the necessary applications for procurement of permits for the construction activities. The permit for this project is anticipated to be processed under the ACOE Regional Permit Program.

- The Permit Summary for Floodway Construction in Northeast Illinois (IDOT Form D1 PD0024) will be prepared and submitted with necessary hydraulic documentation. WBK anticipates two submittals to IDOT: the original submittal and a re-submittal to address IDOT comments. WBK also anticipates that each submittal to IDOT will require two full, bound copies and two copies will be provided to KDOT, an original submittal and the final submittal.
- The scope will include coordination, including a pre-application meeting with the U. S. Army Corps of Engineers in association with the joint permit application and associated documentation will be prepared. The actual permit application will be complete in Phase II Design.
- Supplementary exhibits for permit submittals will be prepared.
- The scope will include coordination, including a pre-application meeting with the Kane-DuPage Soil and Water Conservation District and Kane County Stormwater Management in association with the permit application and associated documentation will be prepared. The actual permit application and plan submittal will be complete in Phase II Design.

**TASK 11 – RIGHT-OF-WAY AND TEMPORARY CONSTRUCTION EASEMENT ANALYSIS**

Within the anticipated project limits, there are four (4) parcels that are expected to require the acquisition of additional right-of-way for the roadway improvements. These parcels are:

01-33-100-016  
01-33-100-010  
01-33-100-009  
01-33-100-006

It is also anticipated that temporary construction easements will be required of these same four (4) parcels for grading or compensatory storage.

01-33-100-016  
01-33-100-010  
01-33-100-009  
01-33-100-006

Plats and legal descriptions will be prepared for each parcel requiring right-of-way taking or temporary construction easements. A plat of highway will also be prepared. In addition, title commitments will be required for the ten (10) parcels and will be procured by Compass Surveying Ltd. Each title commitment will also include one renewal

## **TASK 12 – PROJECT DEVELOPMENT REPORT ACTIVITIES**

WBK will prepare the Project Development Report (BLR 22110) to obtain Phase I design approval for the project. The PDR will follow the guidelines outlined in the IDOT BLRS Manual. Listed below are the specific tasks to develop this report.

**Traffic Data.** Current traffic counts will be obtained from the County. WBK will submit a letter to the Chicago Metropolitan Agency for Planning to obtain the future ADT for design.

**Variance Determination.** Aspects to be constructed at less than the design guidelines will be identified and a clear description of required variances and appropriate justification will be provided. (BLRS Manual Section 27-7) These items will be discussed at the FHWA coordination meeting.

**Crash Analysis.** Crash data for the past three years will be summarized, including a spot map or a location map showing crash locations. The types of crashes will be detailed and include collision diagrams, especially at cluster sites. (BLRS Manual Section 22-2.11(b)(9))

**Plan and Profiles.** Existing and proposed plan and profile sheets will be developed based for the project limits. The roadway geometry and plans will be prepared in accordance with the applicable requirements of BLRS Manual.

**Maintenance of Traffic.** An analysis will be performed to determine how vehicle traffic and pedestrians will be accommodated during construction. It is assumed for this project site that staged construction would be the viable option. (BLRS Manual Section 22-2.11(b)(12))

**Cost Estimate.** An Engineer's Opinion of Probable Construction Cost will be prepared and submitted with the PDR.

**Section 4(f) Lands.** This coordination is not considered pertinent to this project.

**Noise and Air Quality.** These elements are not considered pertinent to this project.

**Draft Project Development Report.** The draft PDR with exhibits and documentation will be prepared and submitted to IDOT for comments. It is anticipated that two copies of the draft report will be submitted to IDOT and one copy will be submitted to KDOT.

**Final Project Development Report.** The final PDR will be revised based on review comments from IDOT and public comments and submitted to IDOT for design approval. It is anticipated that the final report may require two submittals; therefore, costs have been determined for this. Upon design approval, WBK will then prepare the Design Approval notices for publication by the County.

## **TASK 13 – PUBLIC INVOLVEMENT**

Because this project will not involve a significant amount of right-of-way taking and will not have an adverse impact on abutting property, it is anticipated that a public hearing or meeting will not be required. WBK will assist KDOT in contacting individual property owners that will be affected by the project for temporary or permanent easements and will document the responses for inclusion in the Project Development Report.

**TASK 14 – MEETINGS AND COORDINATION**

Meetings and coordination will serve to discuss and resolve issues in the preliminary design process. Minutes of all meetings will be prepared by WBK and distributed within five working days of the meeting. WBK will be responsible for maintaining a list of action items that will be updated at each meeting.

- WBK will attend one (1) project kickoff meeting at IDOT.
- WBK anticipates and has allotted for two (2) FHWA/IDOT coordination meetings.
- WBK anticipates and has allotted for one (1) coordination meeting with the Bureau of Land Acquisition for coordination for ROW taking.
- WBK anticipates and has allotted for one (1) for joint utility coordination meeting.
- WBK has estimated for four (4) additional coordination or progress meetings with the County and other agencies.
- This task also includes the preparation of agendas and exhibits for these meetings.
- WBK will prepare and distribute meeting minutes for the aforementioned meetings.

**TASK 15 – ADMINISTRATION AND MANAGEMENT**

The successful management of a Phase I project requires scheduling and reporting of the progress of the project.

- WBK will prepare a project schedule in Microsoft Project and will update the schedule periodically as tasks or project scheduling change.
- WBK will prepare and submit monthly progress reports during months when engineering activities occur and invoices are due.

**EXCLUSIONS TO THE SCOPE OF SERVICES**

The foregoing outlines WBK's understanding of the Scope of Services required for the successful completion of this Phase I engineering project. The following tasks or items were deemed unnecessary for this project, were excluded from the Scope and would be considered as additional services if required by IDOT, the FHWA, or any other agency for the successful completion of the project.

- An Environmental Class of Action Determination
- A Public Meeting or Hearing.
- Any design, coordination, or engineering work associated with a bicycle path.
- IDNR-OWR Individual Permit.
- USCOE Joint Permit.
- Appraisals or negotiations related to Right-of-Way or temporary easements.

**AGREEMENT BETWEEN  
WILLS BURKE KELSEY ASSOCIATES LTD.  
AND SUBCONSULTANT  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT between WILLS BURKE KELSEY ASSOCIATES LTD, 116 West Main Street, Suite 201, St. Charles, Illinois 60174, ("Engineer") and Compass Surveying, Ltd., 2631 Ginger Woods Parkway, Suite 100, Aurora, IL 60502, ("Subconsultant").

A. Engineer has entered into an ORIGINAL AGREEMENT dated \_\_\_\_\_ with KANE COUNTY ("Owner"), which is referred to herein as the "Prime Agreement", and which provides for Engineer performing professional services in connection with the Project described therein. Copies of the Prime Agreement pertinent to Subconsultant's responsibilities, compensation, and timing of services hereunder is marked as Attachment 1, is attached hereto, and is made a part hereof. The project is as described in the Prime Agreement and is summarized as follows:

*To provide professional engineering services for the performance of Phase I Engineering for the replacement of the French Road Bridge (SN 045-0040) over Burlington Creek.*

<i>Location:</i>	<i>French Road over Burlington Creek</i>
<i>Section No.:</i>	<i>08-00386-00-BR</i>
<i>Project No.:</i>	<i>BROS-0089(147)</i>
<i>Job No.:</i>	<i>P-91-270-09</i>
<i>Type of Funding:</i>	<i>HBP</i>
<i>Existing Structure No.:</i>	<i>045-0040</i>

B. Subconsultant has been retained by Engineer to provide services under this Agreement generally described as follows:

*The Subconsultant will provide survey services that will include the following:*

- Establish project horizontal and vertical control based on Kane County geodetic monuments and benchmarks and establish elevation reference marks consistent with current recognized NAVD 88 datum and floodway NGVD 29 datum.*
- Determine existing Right-of-Way by document research and field work to find and measure existing monuments.*
- Produce a plat of highway, legal descriptions and monumentation for ROW taking and temporary easements in accordance with IDOT guidelines.*
- Perform a hydraulic survey with cross sections upstream and downstream of the bridge with additional topographic features within fifty (50) upstream and downstream of the bridge for WBK's use in performing the hydrologic/hydraulic analysis.*

*Compass Surveying, Ltd. services are specifically identified in their proposal (letter outlining scope dated July 20, 2009 and Exhibit A dated August 26, 2009), which is attached hereto as Attachment 2, and is made a part hereof.*

C. The part of the Project for which Subconsultant is to perform its services is referred to herein as "This Part of the Project".

D. Engineer shall be the general administrator and coordinator of the professional services for the Project, and shall facilitate the exchange of information among the consultants retained by Engineer for the Project as necessary for the coordination of their respective services.

E. Subconsultant shall provide services under this Agreement as Engineer's Consultant for This Part of the Project, shall be solely responsible for the means and methods used in providing these services under this Agreement, is an independent contractor, and not a joint-venture with Engineer.

Engineer and Subconsultant, in consideration of their mutual covenants as set forth herein, agree as follows:

### **1.01 Basic Agreement**

A. Subconsultant shall provide, or cause to be provided, the services set forth in Paragraph 10.01, and Engineer shall pay Subconsultant for such Services as set forth in Paragraph 9.01.

### **2.01 Payment Procedures**

A. *Preparation of Invoices.* Subconsultant will prepare a monthly invoice in accordance with Subconsultant's standard invoicing practices and submit the invoice to Engineer.

B. *Payment of Invoices.* Engineer shall bill Owner on a four-week cycle on account of Subconsultant's services and expenses and shall pay Subconsultant within seven business days of the time Engineer receives payment from Owner on account thereof. If after 90 days from the time the Subconsultant's invoice was submitted to the Owner and payment has not been received by the Engineer, the Subconsultant may, without liability, after giving seven days written notice to Engineer, suspend services under this Agreement until Subconsultant has been paid the delinquent amount due for services, expenses, and other related charges.

### **3.01 Additional Services**

A. If authorized by Engineer, or if required because of changes in the Project, Subconsultant shall furnish services in addition to those set forth in Paragraph 10.01.

B. Engineer shall pay Subconsultant for such additional services as follows: For additional services of Subconsultant's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Subconsultant's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Subconsultant's consultants' charges, if any.

### **4.01 Termination**

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Subconsultant:

1) Upon seven days written notice if Subconsultant believes that Subconsultant is being requested by Engineer to furnish or perform services contrary to Subconsultant's responsibilities as a licensed professional.

or

2) Upon seven days written notice if the Subconsultant's services for the Project are delayed or suspended for more than 90 days for reasons beyond Subconsultant's control.

3) Subconsultant shall have no liability to Engineer on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided,

however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Engineer effective upon the receipt of notice by the Engineer to the Subconsultant.

B. The terminating party under Paragraph 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Subconsultant to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

## **5.01 Controlling Law**

- A. This Agreement is to be governed by the law of the State of Illinois.

## **6.01 Successors, Assigns, and Beneficiaries**

A. Engineer and Subconsultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Engineer and Subconsultant (and to the extent permitted by Paragraph 6.01.B the assigns of Engineer and Subconsultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Engineer nor Subconsultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

## **7.01 General Considerations**

A. The standard of care for all professional engineering and related services performed or furnished by Subconsultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Subconsultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Subconsultant's services. Subconsultant and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Subconsultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Subconsultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Subconsultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Engineer and such contractor.

D. Subconsultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Subconsultant's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Engineer without consultation and advice of Subconsultant.

E. All design documents prepared or furnished by Subconsultant are instruments of service, and Subconsultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Engineer and Subconsultant waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

G. The parties acknowledge that Subconsultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Subconsultant or any other party encounters a Hazardous Environmental Condition, Subconsultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Engineer: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

H. Subconsultant shall procure and maintain insurance as set forth in Paragraph 11.01.

I. Engineer shall procure and maintain insurance as set forth in Paragraph 11.01.

J. Engineer shall make reasonable efforts to cause Subconsultant and Subconsultant's Consultants to be listed as additional insured on any general liability or property insurance policies carried by Owner and/or Contractor which are applicable to This Part of the Project.

K. Engineer and Subconsultant shall each deliver to the other certificates of insurance evidencing the coverages indicated in Paragraph 11.01. Such certificates shall be furnished prior to commencement of Subconsultant's services and at renewals thereafter during the life of the Agreement.

L. Engineer will make reasonable efforts to cause all applicable policies of property insurance to contain provisions to the effect that Subconsultant and Subconsultant's Consultants' interests as they may appear are covered.

M. At any time, Engineer may request that Subconsultant, at Subconsultant's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those shown in Paragraph 11.01, if such coverage is required by the Prime Agreement. If so requested by Engineer, and if commercially available, Subconsultant shall obtain and shall require Subconsultant's Consultants to obtain such additional insurance coverage, increased limits, or revised deductible for such periods of time as requested by Engineer, and Paragraph 11.01 will be supplemented to incorporate these requirements.

## **8.01 Total Agreement**

A. This Agreement (consisting of pages 1 to 6 inclusive, together with any expressly incorporated attachments) constitutes the entire agreement between Engineer and Subconsultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

## **9.01 Payment (Cost Plus Fixed Fee)**

A. Using the procedures set forth in Paragraph 2.01, Engineer shall pay Subconsultant as follows:

- 1. The method of compensation for the Subconsultant for this project is Cost Plus Fixed Fee 2 in accordance with the IDOT Bureau of Local Roads and Streets Form BLR 05610, Exhibit A, where the complexity factor for the project is zero (0), and the Subconsultant's conditionally approved overhead rate is 150.04%.*

2. *The total compensation for services and reimbursable expenses shall not exceed \$12,631.59, in accordance with the Subconsultant's proposal (letter outlining scope dated July 20, 2009 and Exhibit A dated August 26, 2009), which is included as Attachment 2.*

B. The Subconsultant's compensation is conditioned on the time to render services not exceeding 12 months. Should the time to render services be extended beyond this period, total compensation to Subconsultant shall be appropriately adjusted.

#### **10.01 This Part of the Project - Subconsultant's Scope of Services**

SUBCONSULTANT agrees to perform, at the direction of the ENGINEER, the services described below:

To provide survey services as outlined their proposal that is part of Attachment.

#### **11.01 Insurance**

A. The limits of liability for the insurance required by Paragraphs 7.01.I and 7.01.J of the Agreement are as follows:

1. By Subconsultant:

- a. Workers' Compensation - \$500,000
- b. Employer's Liability – \$500,000
- c. Commercial and Comprehensive General Liability –
  - 1) Each Occurrence (Bodily Injury and Property Damage) - \$1,000,000
  - 2) General Aggregate - \$2,000,000
- d. Excess Umbrella Liability
  - 1) Each Occurrence - \$2,000,000
  - 2) General Aggregate - \$2,000,000
- e. Comprehensive Automobile Liability
  - 1) Combined Single Limit (Bodily Injury and Property Damage): Each Accident - \$1,000,000
- f. Professional Liability
  - 1) Per Claim - \$2,000,000
  - 2) Annual General Aggregate - \$2,000,000
  - 3) Maximum Deductible - \$100,000

3. By Engineer:

- a. Workers' Compensation - \$500,000
- b. Employer's Liability – \$500,000
- c. Commercial and Comprehensive General Liability –
  - 1) Each Occurrence (Bodily Injury and Property Damage) - \$1,000,000
  - 2) General Aggregate - \$2,000,000

d. Excess Umbrella Liability

- 1) Each Occurrence - \$2,000,000
- 2) General Aggregate - \$2,000,000

e. Comprehensive Automobile Liability

- 1) Combined Single Limit (Bodily Injury and Property Damage): Each Accident - \$1,000,000

f. Professional Liability

- 1) Per Claim - \$2,000,000
- 2) Annual General Aggregate - \$2,000,000
- 3) Maximum Deductible - \$100,000

B. *Additional Insureds*. The following individuals or entities will be requested by Engineer to be listed on Owner's and Contractor's policies of general liability and property insurance as additional insureds to the extent provided in Paragraph 7.01.K:

- 1.
- 2.
- 3.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is, \_\_\_\_\_ 2009.

ENGINEER

SUBCONSULTANT

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

License or Certificate No. and State

\_\_\_\_\_

Address for giving notices:

Address for giving notices:

Wills Burke Kelsey Associates Ltd


\_\_\_\_\_

116 West Main Street, Suite 201

\_\_\_\_\_

St. Charles, Illinois 60174

\_\_\_\_\_

Local Agency Kane County	L O C A L  A G E N C Y	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Federal Participation</b>	C O N S U L T A N T	Consultant Wills Burke Kelsey Associates, Ltd.
County Kane				Address 116 West Main Street, Suite 201
Section 08-00386-00-BR				City St. Charles
Project No. BROS-0089(147)				State Illinois
Job No. P-91-270-09				Zip Code 60174-1854
Contact Name/Phone/E-mail Address Mike Zakosek (630-584-1170) zakosekmike@co.kane.il.us				Contact Name/Phone/E-mail Address David Smoot (630-443-7755) dsmoot@wbkengineering.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 French Road Route CH 11 Length 1500' Structure No. 045-0040  
Termini Approximately 750' north and south of Burlington Creek

Description Phase I engineering for bridge rehabilitation. Project scope includes survey, hydraulic studies, Hydraulic Report, bridge inspection, Bridge Condition Report, environmental survey, wetland delineation, Project Development Report, TSL (Type, Size, and Location plan).

#### 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 550 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: **To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described in the outlined attached scope of services, referred to as Exhibit C:**
- ☐ 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
Wills Burke Kelsey Associates, Ltd.	36-4251536	\$118,959.55
Sub-Consultants:	TIN Number	Agreement Amount
Compass Surveying, Ltd.	36-3211988	\$12,631.59
Testing Service Corporation	35-0937582	\$20,500.00
Sub-Consultant Total:		\$33,131.59
Prime Consultant Total:		\$118,959.55
Total for all Work:		\$151,091.14

Executed by the LA:

Kane County

(Municipality/Township/County)

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Kane County Clerk Clerk

Title: County Board Chairman

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Vice President

Title: President

July 20, 2009

Via Email: [bpottorff@wbkengineering.com](mailto:bpottorff@wbkengineering.com)

Mr. Brent Pottorff  
WILLS BURKE KELSEY ASSOCIATES  
116 W. Main Street, Suite 201  
St. Charles, IL 60174

RE: Proposal for Professional Land Surveying Services  
French Road over Burlington Creek – Kane County, Illinois  
Compass Proposal Number: 09-080 (revised from 4/7/09)

Dear Brent:

Thank you for the opportunity to provide this proposal for a Route Survey, Hydraulic Survey and control for the project referenced above.

The following is an outline of the services to be provided:

I. Horizontal & Vertical Control

- Horizontal control will be based on Kane County Geodetic Monuments jointly established by the Kane County Department of Transportation and the Illinois Department of Transportation. These coordinates are referenced to NAD 83.
- Vertical control will be based on Kane County Bench Marks and orthometric elevations derived from GPS observations, based on NAVD 88. The correlation of the nearest Elevation Reference Marks that have been established in the FEMA Flood Insurance Study (FIS) and Flood Insurance Rate Maps with NGVD 29 datum will be referenced.
- Set 4 control points in the survey area and identify northing, easting and elevation based on the above datums.
- Provide 11x17 exhibit showing approximate location of control points within the project limits.

II. Determine Right – of – Way

Research:

- Obtain current tax maps.
- Contact various Governmental Agencies to obtain any available right of – way information.
- Order and review title commitments (7 commitments).

Field work:

- Find and measure existing monuments to be utilized in solving existing right – of – way in survey area.
- PLS to analyze field data and calculate roadway right – of – way within the survey area.

Deliverables:

- 1 pdf file and AutoCAD 2004 dwg file depicting the solved right – of – way and showing horizontal/vertical control points.

III. Plat of Highways

- Preparation of Plat of Highways in accordance with I.D.O.T. requirements.
- Preparation of legal descriptions for dedicated areas and easements as required.
- Monumentation for areas to be dedicated.

IV. Hydraulic Survey

- Eight (8) survey cross sections will be taken, four (4) upstream and four (4) downstream of the bridge structure at intervals of approximately 50 feet, 500 feet and 1,000 feet and as determined by the drainage engineer for hydraulic modeling purposes. Within 50 feet upstream and downstream of the bridge structure, additional topographic features will be surveyed as directed by the drainage engineer. This shall include dimensions of the existing structure and photographs.
- The vertical and horizontal limits of the cross – section elevations will be 1 foot above the anticipated 100-year floodplain elevation.
- The anticipated 100-year floodplain elevation will be obtained from the FEMA Flood Insurance Study or the IDNR – OWR Regulatory Floodplain Mapping. Survey datum shall be the same as outlined in Horizontal and Vertical Control.

WILLS BURKE KELSEY ASSOCIATES

Proposal No. 09-080

Page No. 3

We would anticipate that items I, II & IV can be completed within approximately 2 - 3 weeks after receipt of *Title Commitments* (weather permitting).

To indicate your authorization of this proposal, please sign the acceptance block below and return, via e-mail to [hbelgio@clsurveying.com](mailto:hbelgio@clsurveying.com) or via fax at 630-820-7030. This proposal is valid for 6 months.

Yours truly,



Scott C. Krebs, PLS  
Vice President

SCK/hmb  
Attachment(s)

Accepted By: \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Invoice To: \_\_\_\_\_

**EXHIBIT A - FEE ESTIMATE  
French Road over Burlington Creek  
Kane County, Illinois**

Route French Road  
Local Agency Kane County Division Of Transportation  
Section 0  
Project  
Job No.  
Existing Structure No.

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

Overhead Rate (OH) 150.04 %  
Complexity Factor ( R ) 0.0  
Calendar Days

Date: 8/26/2009

Method of Compensation:  
Cost Plus Fixed Fee 1 ☐ 14.5%[DL + R(DL) + OH(DL) + IHDC]  
Cost Plus Fixed Fee 1 ☒ 14.5%[DL + R(DL) + 1.4(DL) + IHDC]  
Cost Plus Fixed Fee 1 ☐ 14.5%[(2.3 + R)DL + IHDC]  
Specific Rate ☐  
Lump Sum ☐

**Cost Estimate of Consultant's Services in Dollars**

Element of Work		Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH)	Services by Others	In-House Direct Costs (IHDC)	Fixed Fee (FF*1.4)	Total
1	Research						\$ -	\$ 130.00	\$18.85	\$148.85
		Professional Land Surveyor	3.0	\$56.66	\$169.97	\$255.03			\$59.15	\$484.15
		Staff Surveyor - Office	0.0	\$51.51	\$0.00	\$0.00			\$0.00	\$0.00
		Staff Surveyor- Field	0.0	\$51.51	\$0.00	\$0.00			\$0.00	\$0.00
		Two Person Survey Crew	0.0	\$57.69	\$0.00	\$0.00			\$0.00	\$0.00
		Staff Surveyor - GPS	0.0	\$35.03	\$0.00	\$0.00			\$0.00	\$0.00
		Project Manager	0.0	\$56.66	\$0.00	\$0.00			\$0.00	\$0.00
		Instrument Operators	0.0	\$22.66	\$0.00	\$0.00			\$0.00	\$0.00
		Sr. CAD Technician	0.0	\$31.93	\$0.00	\$0.00			\$0.00	\$0.00
		One Person Survey Crew	0.0	\$35.03	\$0.00	\$0.00			\$0.00	\$0.00
		Administrative	0.0	\$30.90	\$0.00	\$0.00			\$0.00	\$0.00
2	Tracking Descriptions						\$ -	\$0.00	\$0.00	\$0.00
		Professional Land Surveyor	1.0	\$56.66	\$56.66	\$85.01			\$19.72	\$161.39
		Staff Surveyor - Office	0.0	\$51.51	\$0.00	\$0.00			\$0.00	\$0.00
		Staff Surveyor- Field	0.0	\$51.51	\$0.00	\$0.00			\$0.00	\$0.00
		Two Person Survey Crew	0.0	\$57.69	\$0.00	\$0.00			\$0.00	\$0.00
		Staff Surveyor - GPS	0.0	\$35.03	\$0.00	\$0.00			\$0.00	\$0.00
		Project Manager	0.0	\$56.66	\$0.00	\$0.00			\$0.00	\$0.00
		Instrument Operators	0.0	\$22.66	\$0.00	\$0.00			\$0.00	\$0.00
		Sr. CAD Technician	0.0	\$31.93	\$0.00	\$0.00			\$0.00	\$0.00
		One Person Survey Crew	0.0	\$35.03	\$0.00	\$0.00			\$0.00	\$0.00
		Administrative	0.0	\$30.90	\$0.00	\$0.00			\$0.00	\$0.00
3	Project Administration						\$ -	\$12.00	\$1.74	\$13.74
		Professional Land Surveyor	2.0	\$56.66	\$113.32	\$170.02			\$39.43	\$322.77
		Staff Surveyor - Office	0.0	\$51.51	\$0.00	\$0.00			\$0.00	\$0.00
		Staff Surveyor- Field	0.0	\$51.51	\$0.00	\$0.00			\$0.00	\$0.00
		Two Person Survey Crew	0.0	\$57.69	\$0.00	\$0.00			\$0.00	\$0.00
		Staff Surveyor - GPS	0.0	\$35.03	\$0.00	\$0.00			\$0.00	\$0.00
		Project Manager	0.0	\$56.66	\$0.00	\$0.00			\$0.00	\$0.00
		Instrument Operators	0.0	\$22.66	\$0.00	\$0.00			\$0.00	\$0.00
		Sr. CAD Technician	0.0	\$31.93	\$0.00	\$0.00			\$0.00	\$0.00
		One Person Survey Crew	0.0	\$35.03	\$0.00	\$0.00			\$0.00	\$0.00
		Administrative	0.0	\$30.90	\$0.00	\$0.00			\$0.00	\$0.00

ATTACHMENT 2

**French Road over Burlington Creek  
Kane County, Illinois**

Route French Road  
Local Agency Kane County Division Of Transportation  
Section 0  
Project  
Job No.  
Existing Structure No.

Method of Compensation:

Cost Plus Fixed Fee 1 ☐ 14.5%[DL + R(DL) + OH(DL) + IHDC]  
Cost Plus Fixed Fee 1 ☒ 14.5%[DL + R(DL) + 1.4(DL) + IHDC]  
Cost Plus Fixed Fee 1 ☐ 14.5%[(2.3 + R)DL + IHDC]  
Specific Rate ☐  
Lump Sum ☐

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

Overhead Rate (OH) 150.04 %  
Complexity Factor ( R ) 0.0  
Calendar Days

Date: 8/26/2009

**Cost Estimate of Consultant's Services in Dollars**

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH)	Services by Others	In-House Direct Costs (IHDC)	Fixed Fee (FF*1.4)	Total
4 Boundary Analysis						\$ -	\$ -	\$0.00	\$0.00
	Professional Land Surveyor	5.0	\$56.66	\$283.29	\$425.05			\$98.59	\$806.93
	Staff Surveyor - Office	0.0	\$51.51	\$0.00	\$0.00			\$0.00	\$0.00
	Staff Surveyor- Field	0.0	\$51.51	\$0.00	\$0.00			\$0.00	\$0.00
	Two Person Survey Crew	0.0	\$57.69	\$0.00	\$0.00			\$0.00	\$0.00
	Staff Surveyor - GPS	0.0	\$35.03	\$0.00	\$0.00			\$0.00	\$0.00
	Project Manager	0.0	\$56.66	\$0.00	\$0.00			\$0.00	\$0.00
	Instrument Operators	0.0	\$22.66	\$0.00	\$0.00			\$0.00	\$0.00
	Sr. CAD Technician	0.0	\$31.93	\$0.00	\$0.00			\$0.00	\$0.00
	One Person Survey Crew	0.0	\$35.03	\$0.00	\$0.00			\$0.00	\$0.00
	Administrative	0.0	\$30.90	\$0.00	\$0.00			\$0.00	\$0.00
5 Traverse						\$ -	\$45.00	\$6.53	\$51.53
	Professional Land Surveyor	0.0	\$56.66	\$0.00	\$0.00			\$0.00	\$0.00
	Staff Surveyor - Office	0.0	\$51.51	\$0.00	\$0.00			\$0.00	\$0.00
	Staff Surveyor- Field	0.0	\$51.51	\$0.00	\$0.00			\$0.00	\$0.00
	Two Person Survey Crew	10.0	\$57.69	\$576.88	\$865.56			\$200.76	\$1,643.20
	Staff Surveyor - GPS	0.0	\$35.03	\$0.00	\$0.00			\$0.00	\$0.00
	Project Manager	0.0	\$56.66	\$0.00	\$0.00			\$0.00	\$0.00
	Instrument Operators	0.0	\$22.66	\$0.00	\$0.00			\$0.00	\$0.00
	Sr. CAD Technician	0.0	\$31.93	\$0.00	\$0.00			\$0.00	\$0.00
	One Person Survey Crew	0.0	\$35.03	\$0.00	\$0.00			\$0.00	\$0.00
	Administrative	0.0	\$30.90	\$0.00	\$0.00			\$0.00	\$0.00
6 Data Download						\$ -	\$0.00	\$0.00	\$0.00
	Professional Land Surveyor	0.0	\$56.66	\$0.00	\$0.00			\$0.00	\$0.00
	Staff Surveyor - Office	0.0	\$51.51	\$0.00	\$0.00			\$0.00	\$0.00
	Staff Surveyor- Field	0.0	\$51.51	\$0.00	\$0.00			\$0.00	\$0.00
	Two Person Survey Crew	1.0	\$57.69	\$57.69	\$86.56			\$20.08	\$164.32
	Staff Surveyor - GPS	0.0	\$35.03	\$0.00	\$0.00			\$0.00	\$0.00
	Project Manager	0.0	\$56.66	\$0.00	\$0.00			\$0.00	\$0.00
	Instrument Operators	0.0	\$22.66	\$0.00	\$0.00			\$0.00	\$0.00
	Sr. CAD Technician	0.0	\$31.93	\$0.00	\$0.00			\$0.00	\$0.00
	One Person Survey Crew	0.0	\$35.03	\$0.00	\$0.00			\$0.00	\$0.00
	Administrative	0.0	\$30.90	\$0.00	\$0.00			\$0.00	\$0.00

ATTACHMENT 2

**Exhibit A - FEE ESTIMATE  
French Road over Burlington Creek  
Kane County, Illinois**

Route French Road  
Local Agency Kane County Division Of Transportation  
Section 0  
Project  
Job No.  
Existing Structure No.

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

Overhead Rate (OH) 150.04 %  
Complexity Factor ( R ) 0.0  
Calendar Days

Date: 8/26/2009

Method of Compensation:  
Cost Plus Fixed Fee 1 ☐ 14.5%[DL + R(DL) + OH(DL) + IHDC]  
Cost Plus Fixed Fee 1 ☒ 14.5%[DL + R(DL) + 1.4(DL) + IHDC]  
Cost Plus Fixed Fee 1 ☐ 14.5%[(2.3 + R)DL + IHDC]  
Specific Rate ☐  
Lump Sum ☐

**Cost Estimate of Consultant's Services in Dollars**

Element of Work		Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH)	Services by Others	In-House Direct Costs (IHDC)	Fixed Fee (FF*1.4)	Total
7	Calculations						\$ -	\$ -	\$0.00	\$0.00
		Professional Land Surveyor	4.0	\$56.66	\$226.63	\$340.04			\$78.87	\$645.54
		Staff Surveyor - Office	0.0	\$51.51	\$0.00	\$0.00			\$0.00	\$0.00
		Staff Surveyor- Field	0.0	\$51.51	\$0.00	\$0.00			\$0.00	\$0.00
		Two Person Survey Crew	0.0	\$57.69	\$0.00	\$0.00			\$0.00	\$0.00
		Staff Surveyor - GPS	0.0	\$35.03	\$0.00	\$0.00			\$0.00	\$0.00
		Project Manager	0.0	\$56.66	\$0.00	\$0.00			\$0.00	\$0.00
		Instrument Operators	0.0	\$22.66	\$0.00	\$0.00			\$0.00	\$0.00
		Sr. CAD Technician	4.0	\$31.93	\$127.74	\$191.66			\$44.45	\$363.85
		One Person Survey Crew	0.0	\$35.03	\$0.00	\$0.00			\$0.00	\$0.00
		Administrative	0.0	\$30.90	\$0.00	\$0.00			\$0.00	\$0.00
8	Proofing Plats and Descriptions						\$ -	\$ -	\$0.00	\$0.00
		Professional Land Surveyor	2.0	\$56.66	\$113.32	\$170.02			\$39.43	\$322.77
		Staff Surveyor - Office	0.0	\$51.51	\$0.00	\$0.00			\$0.00	\$0.00
		Staff Surveyor- Field	0.0	\$51.51	\$0.00	\$0.00			\$0.00	\$0.00
		Two Person Survey Crew	0.0	\$57.69	\$0.00	\$0.00			\$0.00	\$0.00
		Staff Surveyor - GPS	0.0	\$35.03	\$0.00	\$0.00			\$0.00	\$0.00
		Project Manager	0.0	\$56.66	\$0.00	\$0.00			\$0.00	\$0.00
		Instrument Operators	0.0	\$22.66	\$0.00	\$0.00			\$0.00	\$0.00
		Sr. CAD Technician	2.0	\$31.93	\$63.87	\$95.83			\$22.23	\$181.93
		One Person Survey Crew	0.0	\$35.03	\$0.00	\$0.00			\$0.00	\$0.00
		Administrative	0.0	\$30.90	\$0.00	\$0.00			\$0.00	\$0.00
9	Monument Recovery						\$ -	\$ 45.00	\$6.53	\$51.53
		Professional Land Surveyor	0.0	\$56.66	\$0.00	\$0.00			\$0.00	\$0.00
		Staff Surveyor - Office	0.0	\$51.51	\$0.00	\$0.00			\$0.00	\$0.00
		Staff Surveyor- Field	0.0	\$51.51	\$0.00	\$0.00			\$0.00	\$0.00
		Two Person Survey Crew	5.0	\$57.69	\$288.44	\$432.78			\$100.38	\$821.60
		Staff Surveyor - GPS	0.0	\$35.03	\$0.00	\$0.00			\$0.00	\$0.00
		Project Manager	0.0	\$56.66	\$0.00	\$0.00			\$0.00	\$0.00
		Instrument Operators	0.0	\$22.66	\$0.00	\$0.00			\$0.00	\$0.00
		Sr. CAD Technician	0.0	\$31.93	\$0.00	\$0.00			\$0.00	\$0.00
		One Person Survey Crew	0.0	\$35.03	\$0.00	\$0.00			\$0.00	\$0.00
		Administrative	0.0	\$30.90	\$0.00	\$0.00			\$0.00	\$0.00

ATTACHMENT 2

**EXHIBIT A - FEE ESTIMATE FOR ENGINEERING**  
**French Road over Burlington Creek**  
**Kane County, Illinois**

Route French Road  
 Local Agency Kane County Division Of Transportation  
 Section 0  
 Project  
 Job No.  
 Existing Structure No.

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

Overhead Rate (OH) 150.04 %  
 Complexity Factor ( R ) 0.0  
 Calendar Days           

Date: 8/26/2009

Method of Compensation:  
 Cost Plus Fixed Fee 1 ☐ 14.5%[DL + R(DL) + OH(DL) + IHDC]  
 Cost Plus Fixed Fee 1 ☒ 14.5%[DL + R(DL) + 1.4(DL) + IHDC]  
 Cost Plus Fixed Fee 1 ☐ 14.5%[(2.3 + R)DL + IHDC]  
 Specific Rate ☐  
 Lump Sum ☐

**Cost Estimate of Consultant's Services in Dollars**

Element of Work		Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH)	Services by Others	In-House Direct Costs (IHDC)	Fixed Fee (FF*1.4)	Total
10	Set up Notes						\$ -	\$ -	\$0.00	\$0.00
		Professional Land Surveyor	0.0	\$56.66	\$0.00	\$0.00			\$0.00	\$0.00
		Staff Surveyor - Office	0.0	\$51.51	\$0.00	\$0.00			\$0.00	\$0.00
		Staff Surveyor- Field	0.0	\$51.51	\$0.00	\$0.00			\$0.00	\$0.00
		Two Person Survey Crew	5.0	\$57.69	\$288.44	\$432.78			\$100.38	\$821.60
		Staff Surveyor - GPS	0.0	\$35.03	\$0.00	\$0.00			\$0.00	\$0.00
		Project Manager	0.0	\$56.66	\$0.00	\$0.00			\$0.00	\$0.00
		Instrument Operators	0.0	\$22.66	\$0.00	\$0.00			\$0.00	\$0.00
		Sr. CAD Technician	0.0	\$31.93	\$0.00	\$0.00			\$0.00	\$0.00
		One Person Survey Crew	0.0	\$35.03	\$0.00	\$0.00			\$0.00	\$0.00
		Administrative	0.0	\$30.90	\$0.00	\$0.00			\$0.00	\$0.00
11	Drafting Plat of Highways/Plat of Easement					\$0.00	\$ -	\$ -	\$0.00	\$0.00
		Professional Land Surveyor	4.0	\$56.66	\$226.63	\$340.04			\$78.87	\$645.54
		Staff Surveyor - Office	0.0	\$51.51	\$0.00	\$0.00			\$0.00	\$0.00
		Staff Surveyor- Field	0.0	\$51.51	\$0.00	\$0.00			\$0.00	\$0.00
		Two Person Survey Crew	0.0	\$57.69	\$0.00	\$0.00			\$0.00	\$0.00
		Staff Surveyor - GPS	0.0	\$35.03	\$0.00	\$0.00			\$0.00	\$0.00
		Project Manager	0.0	\$56.66	\$0.00	\$0.00			\$0.00	\$0.00
		Instrument Operators	0.0	\$22.66	\$0.00	\$0.00			\$0.00	\$0.00
		Sr. CAD Technician	22.0	\$31.93	\$702.56	\$1,054.12			\$244.49	\$2,001.18
		One Person Survey Crew	0.0	\$35.03	\$0.00	\$0.00			\$0.00	\$0.00
		Administrative	0.0	\$30.90	\$0.00	\$0.00			\$0.00	\$0.00
14	Stake Final ROW/Easement						\$ -	\$ 45.00	\$6.53	\$51.53
		Professional Land Surveyor	0.0	\$56.66	\$0.00	\$0.00			\$0.00	\$0.00
		Staff Surveyor - Office	0.0	\$51.51	\$0.00	\$0.00			\$0.00	\$0.00
		Staff Surveyor- Field	0.0	\$51.51	\$0.00	\$0.00			\$0.00	\$0.00
		Two Person Survey Crew	9.0	\$57.69	\$519.20	\$779.00			\$180.68	\$1,478.88
		Staff Surveyor - GPS	0.0	\$35.03	\$0.00	\$0.00			\$0.00	\$0.00
		Project Manager	0.0	\$56.66	\$0.00	\$0.00			\$0.00	\$0.00
		Instrument Operators	0.0	\$22.66	\$0.00	\$0.00			\$0.00	\$0.00
		Sr. CAD Technician	0.0	\$31.93	\$0.00	\$0.00			\$0.00	\$0.00
		One Person Survey Crew	0.0	\$35.03	\$0.00	\$0.00			\$0.00	\$0.00
		Administrative	0.0	\$30.90	\$0.00	\$0.00			\$0.00	\$0.00

ATTACHMENT 2

**French Road over Burlington Creek  
Kane County, Illinois**

Route French Road  
Local Agency Kane County Division Of Transportation  
Section 0  
Project  
Job No.  
Existing Structure No.

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

Overhead Rate (OH) 150.04 %  
Complexity Factor ( R ) 0.0  
Calendar Days

Date: 8/26/2009

Method of Compensation:  
Cost Plus Fixed Fee 1 ☐ 14.5%[DL + R(DL) + OH(DL) + IHDC]  
Cost Plus Fixed Fee 1 ☒ 14.5%[DL + R(DL) + 1.4(DL) + IHDC]  
Cost Plus Fixed Fee 1 ☐ 14.5%[(2.3 + R)DL + IHDC]  
Specific Rate ☐  
Lump Sum ☐

**Cost Estimate of Consultant's Services in Dollars**

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH)	Services by Others	In-House Direct Costs (IHDC)	Fixed Fee (FF*1.4)	Total
15 Type/Proofing Legal Description						\$ -	\$ -	\$0.00	\$0.00
	Professional Land Surveyor	0.0	\$56.66	\$0.00	\$0.00			\$0.00	\$0.00
	Staff Surveyor - Office	0.0	\$51.51	\$0.00	\$0.00			\$0.00	\$0.00
	Staff Surveyor- Field	0.0	\$51.51	\$0.00	\$0.00			\$0.00	\$0.00
	Two Person Survey Crew	0.0	\$57.69	\$0.00	\$0.00			\$0.00	\$0.00
	Staff Surveyor - GPS	0.0	\$35.03	\$0.00	\$0.00			\$0.00	\$0.00
	Project Manager	0.0	\$56.66	\$0.00	\$0.00			\$0.00	\$0.00
	Instrument Operators	0.0	\$22.66	\$0.00	\$0.00			\$0.00	\$0.00
	Sr. CAD Technician	0.0	\$31.93	\$0.00	\$0.00			\$0.00	\$0.00
	One Person Survey Crew	0.0	\$35.03	\$0.00	\$0.00			\$0.00	\$0.00
	Administrative	2.5	\$30.90	\$77.26	\$115.92			\$26.89	\$220.07
<b>Totals</b>		<b>89.5</b>		<b>\$ 4,327.66</b>	<b>\$ 6,493.22</b>	<b>\$ -</b>	<b>\$ 277.00</b>	<b>\$ 1,533.71</b>	<b>\$ 12,631.59</b>

ATTACHMENT 2

French Road over Burlington Creek  
Kane County Division Of Transportation  
PHASE I ENGINEERING  
0

Escalation Factor 1.030

Description	2009 Rates		<i>Adjusted Rate</i>	
Professional Land Surveyor	\$	55.00	\$	56.66
Staff Surveyor - Office	\$	50.00	\$	51.51
Staff Surveyor- Field	\$	50.00	\$	51.51
Two Person Survey Crew	\$	56.00	\$	57.69
Staff Surveyor - GPS	\$	34.00	\$	35.03
Project Manager	\$	55.00	\$	56.66
Instrument Operators	\$	22.00	\$	22.66
Sr. CAD Technician	\$	31.00	\$	31.93
One Person Survey Crew	\$	34.00	\$	35.03
Administrative	\$	30.00	\$	30.90

French Road over Burlington Creek  
Kane County Division Of Transportation  
PHASE I ENGINEERING  
0

Development of Project Hourly Rates (IDOT Method)

Compass Surveying, Ltd.

Item	2009 Actual Rate	2010 Projected @ 3.0% Increase	2011 Projected @ 3.0% Increase	2012 Projected @ 3.0% Increase	2013 Projected @ 3.0% Increase	2014 Projected @ 3.0% Increase
Average Hourly Rate as a Percent of 2008 Rate	100.0%	103.0%	106.1%	109.3%	112.6%	115.9%
Estimated Months of Contract in Given Year	3	12	3	0	0	0
% of Project Duration	16.67%	66.67%	16.67%	0.00%	0.00%	0.00%
Extension	0.167	0.687	0.177	0.000	0.000	0.000
Weighted Project Hourly Rate Multiplier	Note: Salary Adjustments are applied on January 1 of Each Year					1.0302

Project Duration: October 1, 2009 to March 31, 2011 = 18 months

Allowed Percentage Escalation 3.00% 1.030

## In-House Direct Costs (IHDC)

Route French Road  
 Section 0  
 County Kane  
 Job No.

Consultant Compass Surveying, Ltd.

			TASK 1		TASK 2		TASK 3	
			Research		Tracking Descriptions		Project Administration	
ITEM	UNITS	UNIT COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
<b>DIRECT COSTS</b>								
Postage Letters	EACH	\$0.42		\$0.00		\$0.00		\$0.00
Postage & Shipping (UPS, Fed-Ex)	EACH	\$40.00		\$0.00		\$0.00		\$0.00
Travel Mileage	DAY	\$45.00		\$0.00		\$0.00		\$0.00
Travel Mileage	MILE	\$0.550		\$0.00		\$0.00		\$0.00
24 x 36 BW Bond Plots	SHEET	\$0.60		\$0.00		\$0.00		\$0.00
24 x 36 Color Bond Plots	SHEET	\$2.00		\$0.00		\$0.00		\$0.00
24 x 36 Vellum Plots	SHEET	\$5.40		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$6.00		\$0.00		\$0.00	2	\$12.00
8 ½ x 11 BW Photocopies	SHEET	\$0.07		\$0.00		\$0.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.17		\$0.00		\$0.00		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.00		\$0.00		\$0.00		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.00		\$0.00		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$4.00		\$0.00		\$0.00		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00		\$0.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00		\$0.00		\$0.00
Record Documents	SHEET	\$5.00	8	\$40.00		\$0.00		\$0.00
Tax Maps	SHEET	\$15.00	6	\$90.00		\$0.00		\$0.00
Permit Review Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Title Commitments	EACH	\$500.00		\$0.00		\$0.00		\$0.00
Utility Information	EACH	\$50.00		\$0.00		\$0.00		\$0.00
<b>Sub-Totals</b>				<b>\$130.00</b>		<b>\$0.00</b>		<b>\$12.00</b>
<b>Totals</b>		<b>\$277.00</b>						

## In-House Direct Costs (IHDC)

Route French Road  
 Section 0  
 County Kane  
 Job No.

Consultant Compass Surveying, Ltd.

			TASK 4		TASK 5		TASK 6	
			Boundary Analysis		Traverse		Data Download	
ITEM	UNITS	UNIT COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
<b>DIRECT COSTS</b>								
Postage Letters	EACH	\$0.42		\$0.00		\$0.00		\$0.00
Postage & Shipping (UPS, Fed-Ex)	EACH	\$40.00		\$0.00		\$0.00		\$0.00
Travel Mileage	DAY	\$45.00		\$0.00	1	\$45.00		\$0.00
Travel Mileage	MILE	\$0.550		\$0.00		\$0.00		\$0.00
24 x 36 BW Bond Plots	SHEET	\$0.60		\$0.00		\$0.00		\$0.00
24 x 36 Color Bond Plots	SHEET	\$2.00		\$0.00		\$0.00		\$0.00
24 x 36 Vellum Plots	SHEET	\$5.40		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$6.00		\$0.00		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.07		\$0.00		\$0.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.17		\$0.00		\$0.00		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.00		\$0.00		\$0.00		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.00		\$0.00		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$4.00		\$0.00		\$0.00		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00		\$0.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00		\$0.00		\$0.00
Record Documents	SHEET	\$5.00		\$0.00		\$0.00		\$0.00
Tax Maps	SHEET	\$15.00		\$0.00		\$0.00		\$0.00
Permit Review Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Title Commitments	EACH	\$500.00		\$0.00		\$0.00		\$0.00
Utility Information	EACH	\$50.00		\$0.00		\$0.00	0	\$0.00
<b>Sub-Totals</b>				<b>\$0.00</b>		<b>\$45.00</b>		<b>\$0.00</b>

**Totals                    \$277.00**

## In-House Direct Costs (IHDC)

Route French Road  
 Section 0  
 County Kane  
 Job No.

Consultant Compass Surveying, Ltd.

			TASK 7		TASK 8		TASK 9	
			Calculations		Proofing Plats and Descriptions		Monument Recovery	
ITEM	UNITS	UNIT COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
<b>DIRECT COSTS</b>								
Postage Letters	EACH	\$0.42		\$0.00		\$0.00		\$0.00
Postage & Shipping (UPS, Fed-Ex)	EACH	\$40.00		\$0.00		\$0.00		\$0.00
Travel Mileage	DAY	\$45.00		\$0.00		\$0.00	1	\$45.00
Travel Mileage	MILE	\$0.550		\$0.00		\$0.00		\$0.00
24 x 36 BW Bond Plots	SHEET	\$0.60		\$0.00		\$0.00		\$0.00
24 x 36 Color Bond Plots	SHEET	\$2.00		\$0.00		\$0.00		\$0.00
24 x 36 Vellum Plots	SHEET	\$5.40		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$6.00		\$0.00		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.07		\$0.00		\$0.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.17		\$0.00		\$0.00		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.00		\$0.00		\$0.00		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.00		\$0.00		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$4.00		\$0.00		\$0.00		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00		\$0.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00		\$0.00		\$0.00
Record Documents	SHEET	\$5.00		\$0.00		\$0.00		\$0.00
Tax Maps	SHEET	\$15.00		\$0.00		\$0.00		\$0.00
Permit Review Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Title Commitments	EACH	\$500.00		\$0.00		\$0.00		\$0.00
Utility Information	EACH	\$50.00		\$0.00		\$0.00		\$0.00
<b>Sub-Totals</b>				<b>\$0.00</b>		<b>\$0.00</b>		<b>\$45.00</b>
<b>Totals</b>		<b>\$277.00</b>						

## In-House Direct Costs (IHDC)

Route French Road  
 Section 0  
 County Kane  
 Job No.

Consultant Compass Surveying, Ltd.

			TASK 10		TASK 11		TASK 12	
			Set up Notes		Drafting Plat of Highways/Plat of Easement		Topographic Survey	
ITEM	UNITS	UNIT COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
<b>DIRECT COSTS</b>								
Postage Letters	EACH	\$0.42		\$0.00		\$0.00		\$0.00
Postage & Shipping (UPS, Fed-Ex)	EACH	\$40.00		\$0.00		\$0.00		\$0.00
Travel Mileage	DAY	\$45.00		\$0.00		\$0.00		\$0.00
Travel Mileage	MILE	\$0.550		\$0.00		\$0.00		\$0.00
24 x 36 BW Bond Plots	SHEET	\$0.60		\$0.00		\$0.00		\$0.00
24 x 36 Color Bond Plots	SHEET	\$2.00		\$0.00		\$0.00		\$0.00
24 x 36 Vellum Plots	SHEET	\$5.40		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$6.00		\$0.00		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.07		\$0.00		\$0.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.17		\$0.00		\$0.00		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.00		\$0.00		\$0.00		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.00		\$0.00		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$4.00		\$0.00		\$0.00		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00		\$0.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00		\$0.00		\$0.00
Record Documents	SHEET	\$5.00		\$0.00		\$0.00		\$0.00
Tax Maps	SHEET	\$15.00		\$0.00		\$0.00		\$0.00
Permit Review Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Title Commitments	EACH	\$500.00		\$0.00		\$0.00		\$0.00
Utility Information	EACH	\$50.00		\$0.00		\$0.00		\$0.00
<b>Sub-Totals</b>				<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>
<b>Totals</b>		<b>\$277.00</b>						

## In-House Direct Costs (IHDC)

Route French Road  
 Section 0  
 County Kane  
 Job No.

Consultant Compass Surveying, Ltd.

			TASK 13		TASK 14		TASK 15	
			Tie in Wetland Stakes		Stake Final ROW/Easement		Type/Proofing Legal Description	
ITEM	UNITS	UNIT COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
<b>DIRECT COSTS</b>								
Postage Letters	EACH	\$0.42		\$0.00		\$0.00		\$0.00
Postage & Shipping (UPS, Fed-Ex)	EACH	\$40.00		\$0.00		\$0.00		\$0.00
Travel Mileage	DAY	\$45.00		\$0.00	1	\$45.00		\$0.00
Travel Mileage	MILE	\$0.550		\$0.00		\$0.00		\$0.00
24 x 36 BW Bond Plots	SHEET	\$0.60		\$0.00		\$0.00		\$0.00
24 x 36 Color Bond Plots	SHEET	\$2.00		\$0.00		\$0.00		\$0.00
24 x 36 Vellum Plots	SHEET	\$5.40		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$6.00		\$0.00		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.07		\$0.00		\$0.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.17		\$0.00		\$0.00		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.00		\$0.00		\$0.00		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.00		\$0.00		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$4.00		\$0.00		\$0.00		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00		\$0.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00		\$0.00		\$0.00
Record Documents	SHEET	\$5.00		\$0.00		\$0.00		\$0.00
Tax Maps	SHEET	\$15.00		\$0.00		\$0.00		\$0.00
Permit Review Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Title Commitments	EACH	\$500.00		\$0.00		\$0.00		\$0.00
Utility Information	EACH	\$50.00		\$0.00		\$0.00		\$0.00
<b>Sub-Totals</b>				<b>\$0.00</b>		<b>\$45.00</b>		<b>\$0.00</b>
<b>Totals</b>		<b>\$277.00</b>						

**Route** French Road  
**Section** 0  
**County** Kane  
**Job No.**

**Consultant** Compass Surveying, Ltd.

ITEM	UNITS	UNIT COST
<b>DIRECT COSTS</b>		
Postage Letters	EACH	\$0.42
Postage & Shipping (UPS, Fed-Ex)	EACH	\$40.00
Travel Mileage	DAY	\$45.00
Travel Mileage	MILE	\$0.550
24 x 36 BW Bond Plots	SHEET	\$0.60
24 x 36 Color Bond Plots	SHEET	\$2.00
24 x 36 Vellum Plots	SHEET	\$5.40
24 x 36 Mylar Plots	SHEET	\$6.00
8 ½ x 11 BW Photocopies	SHEET	\$0.07
11 x 17 BW Photocopies	SHEET	\$0.17
8 ½ x 11 Color Photocopies	SHEET	\$1.00
11 x 17 Color Photocopies	SHEET	\$2.00
24 x 36 Display Boards	EACH	\$4.00
Small Report Binding	EACH	\$40.00
Medium Report Binding	EACH	\$75.00
Large Report Binding	EACH	\$100.00
Record Documents	SHEET	\$5.00
Tax Maps	SHEET	\$15.00
Permit Review Fees	UNIT	\$1.00
Title Commitments	EACH	\$500.00
Utility Information	EACH	\$50.00
<b>Sub-Totals</b>		
<b>Totals</b>		<b>\$277.00</b>

**AGREEMENT BETWEEN  
WILLS BURKE KELSEY ASSOCIATES LTD.  
AND SUBCONSULTANT  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT between WILLS BURKE KELSEY ASSOCIATES LTD, 116 West Main Street, Suite 201, St. Charles, Illinois 60174, ("Engineer") and Testing Service Corporation, 360 S. Main Place, Carol Stream, IL 60188-2404("Subconsultant").

A. Engineer has entered into an ORIGINAL AGREEMENT dated \_\_\_\_\_ with KANE COUNTY ("Owner"), which is referred to herein as the "Prime Agreement", and which provides for Engineer performing professional services in connection with the Project described therein. Copies of the Prime Agreement pertinent to Subconsultant's responsibilities, compensation, and timing of services hereunder is marked as Attachment 1, is attached hereto, and is made a part hereof. The project is as described in the Prime Agreement and is summarized as follows:

*To provide professional engineering services for the performance of Phase I Engineering for the replacement of the French Road Bridge (SN 045-0040) over Burlington Creek.*

<i>Location:</i>	<i>French Road over Burlington Creek</i>
<i>Section No.:</i>	<i>08-00386-00-BR</i>
<i>Project No.:</i>	<i>BROS-0089(147)</i>
<i>Job No.:</i>	<i>P-91-270-09</i>
<i>Type of Funding:</i>	<i>HBP</i>
<i>Existing Structure No.:</i>	<i>045-0040</i>

B. Subconsultant has been retained by Engineer to provide services under this Agreement generally described as follows:

*The Subconsultant will provide geotechnical engineering services that will include the following:*

- *Two (2) shallow cores in the existing bridge bituminous wearing surface/waterproofing membrane for asbestos determination.*
- *Two (2) structure borings approximately 70 feet deep will be drilled, one (1) near each existing abutment.*
- *One (1) streambed scour boring, approximately 20 feet deep, located as close as possible to the edge of the creek.*
- *Two (2) subgrade borings, approximately 10 feet deep, approximately 300 feet behind the abutments.*
- *Three (3) borings, approximately 15 feet deep, in connection with streambank stabilization.*
- *Two pavement cores on opposite sides of the bridge.*
- *A geotechnical report summarizing field and laboratory test data and foundation recommendations.*

*Testing Service Corporation's services are specifically identified in their proposal dated April 6, 2009, which is attached hereto as Attachment 2, and is made a part hereof.*

C. The part of the Project for which Subconsultant is to perform its services is referred to herein as "This Part of the Project".

D. Engineer shall be the general administrator and coordinator of the professional services for the Project, and shall facilitate the exchange of information among the consultants retained by Engineer for the Project as necessary for the coordination of their respective services.

E. Subconsultant shall provide services under this Agreement as Engineer's Consultant for This Part of the Project, shall be solely responsible for the means and methods used in providing these services under this Agreement, is an independent contractor, and not a joint-venture with Engineer.

Engineer and Subconsultant, in consideration of their mutual covenants as set forth herein, agree as follows:

### **1.01 Basic Agreement**

A. Subconsultant shall provide, or cause to be provided, the services set forth in Paragraph 10.01, and Engineer shall pay Subconsultant for such Services as set forth in Paragraph 9.01.

### **2.01 Payment Procedures**

A. *Preparation of Invoices.* Subconsultant will prepare a monthly invoice in accordance with Subconsultant's standard invoicing practices and submit the invoice to Engineer.

B. *Payment of Invoices.* Engineer shall bill Owner on a four-week cycle on account of Subconsultant's services and expenses and shall pay Subconsultant within seven business days of the time Engineer receives payment from Owner on account thereof. If after 90 days from the time the Subconsultant's invoice was submitted to the Owner and payment has not been received by the Engineer, the Subconsultant may, without liability, after giving seven days written notice to Engineer, suspend services under this Agreement until Subconsultant has been paid the delinquent amount due for services, expenses, and other related charges.

### **3.01 Additional Services**

A. If authorized by Engineer, or if required because of changes in the Project, Subconsultant shall furnish services in addition to those set forth in Paragraph 10.01.

B. Engineer shall pay Subconsultant for such additional services as follows: For additional services of Subconsultant's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Subconsultant's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Subconsultant's consultants' charges, if any.

### **4.01 Termination**

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Subconsultant:

1) Upon seven days written notice if Subconsultant believes that Subconsultant is being requested by Engineer to furnish or perform services contrary to Subconsultant's responsibilities as a licensed professional.

or

2) Upon seven days written notice if the Subconsultant's services for the Project are delayed or suspended for more than 90 days for reasons beyond Subconsultant's control.

3) Subconsultant shall have no liability to Engineer on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided,

however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Engineer effective upon the receipt of notice by the Engineer to the Subconsultant.

B. The terminating party under Paragraph 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Subconsultant to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

### **5.01 Controlling Law**

- A. This Agreement is to be governed by the law of the State of Illinois.

### **6.01 Successors, Assigns, and Beneficiaries**

A. Engineer and Subconsultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Engineer and Subconsultant (and to the extent permitted by Paragraph 6.01.B the assigns of Engineer and Subconsultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Engineer nor Subconsultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

### **7.01 General Considerations**

A. The standard of care for all professional engineering and related services performed or furnished by Subconsultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Subconsultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Subconsultant's services. Subconsultant and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Subconsultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Subconsultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Subconsultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Engineer and such contractor.

D. Subconsultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Subconsultant's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Engineer without consultation and advice of Subconsultant.

E. All design documents prepared or furnished by Subconsultant are instruments of service, and Subconsultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Engineer and Subconsultant waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

G. The parties acknowledge that Subconsultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Subconsultant or any other party encounters a Hazardous Environmental Condition, Subconsultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Engineer: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

H. Subconsultant shall procure and maintain insurance as set forth in Paragraph 11.01.

I. Engineer shall procure and maintain insurance as set forth in Paragraph 11.01.

J. Engineer shall make reasonable efforts to cause Subconsultant and Subconsultant's Consultants to be listed as additional insured on any general liability or property insurance policies carried by Owner and/or Contractor which are applicable to This Part of the Project.

K. Engineer and Subconsultant shall each deliver to the other certificates of insurance evidencing the coverages indicated in Paragraph 11.01. Such certificates shall be furnished prior to commencement of Subconsultant's services and at renewals thereafter during the life of the Agreement.

L. Engineer will make reasonable efforts to cause all applicable policies of property insurance to contain provisions to the effect that Subconsultant and Subconsultant's Consultants' interests as they may appear are covered.

M. At any time, Engineer may request that Subconsultant, at Subconsultant's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those shown in Paragraph 11.01, if such coverage is required by the Prime Agreement. If so requested by Engineer, and if commercially available, Subconsultant shall obtain and shall require Subconsultant's Consultants to obtain such additional insurance coverage, increased limits, or revised deductible for such periods of time as requested by Engineer, and Paragraph 11.01 will be supplemented to incorporate these requirements.

## **8.01 Total Agreement**

A. This Agreement (consisting of pages 1 to 6 inclusive, together with any expressly incorporated attachments) constitutes the entire agreement between Engineer and Subconsultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

## **9.01 Payment**

A. Using the procedures set forth in Paragraph 2.01, Engineer shall pay Subconsultant as follows:

- 1. An amount equal to Subconsultant's labor costs utilizing labor billing rates for Subconsultant's Employees engaged on the Project, unit cost rates for equipment and drilling and other unit cost rates for laboratory testing and pertinent work on the Project.*
- 2. The total compensation for services and reimbursable expenses shall not exceed \$20,500.00, in accordance with the Subconsultant's proposal dated April 6, 2009, which is included as Attachment 2.*

B. The Subconsultant's compensation is conditioned on the time to render services not exceeding 12 months. Should the time to render services be extended beyond this period, total compensation to Subconsultant shall be appropriately adjusted.

#### **10.01 This Part of the Project - Subconsultant's Scope of Services**

SUBCONSULTANT agrees to perform, at the direction of the ENGINEER, the services described below:

To provide survey services as outlined their proposal that is part of Attachment.

#### **11.01 Insurance**

A. The limits of liability for the insurance required by Paragraphs 7.01.I and 7.01.J of the Agreement are as follows:

1. By Subconsultant:

- a. Workers' Compensation - \$500,000
- b. Employer's Liability – \$500,000
- c. Commercial and Comprehensive General Liability –
  - 1) Each Occurrence (Bodily Injury and Property Damage) - \$1,000,000
  - 2) General Aggregate - \$2,000,000
- d. Excess Umbrella Liability
  - 1) Each Occurrence - \$2,000,000
  - 2) General Aggregate - \$2,000,000
- e. Comprehensive Automobile Liability
  - 1) Combined Single Limit (Bodily Injury and Property Damage): Each Accident - \$1,000,000
- f. Professional Liability
  - 1) Per Claim - \$2,000,000
  - 2) Annual General Aggregate - \$2,000,000
  - 3) Maximum Deductible - \$100,000

3. By Engineer:

- a. Workers' Compensation - \$500,000
- b. Employer's Liability – \$500,000
- c. Commercial and Comprehensive General Liability –
  - 1) Each Occurrence (Bodily Injury and Property Damage) - \$1,000,000
  - 2) General Aggregate - \$2,000,000
- d. Excess Umbrella Liability
  - 1) Each Occurrence - \$2,000,000
  - 2) General Aggregate - \$2,000,000

e. Comprehensive Automobile Liability

- 1) Combined Single Limit (Bodily Injury and Property Damage): Each Accident - \$1,000,000

f. Professional Liability

- 1) Per Claim - \$2,000,000
- 2) Annual General Aggregate - \$2,000,000
- 3) Maximum Deductible - \$100,000

B. *Additional Insureds*. The following individuals or entities will be requested by Engineer to be listed on Owner's and Contractor's policies of general liability and property insurance as additional insureds to the extent provided in Paragraph 7.01.K:

- 1.
- 2.
- 3.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is, \_\_\_\_\_ 2009.

ENGINEER

SUBCONSULTANT

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

License or Certificate No. and State

\_\_\_\_\_

Address for giving notices:

Address for giving notices:

Wills Burke Kelsey Associates Ltd

\_\_\_\_\_

116 West Main Street, Suite 201

\_\_\_\_\_

St. Charles, Illinois 60174

\_\_\_\_\_

Local Agency Kane County	LOCAL AGENCY	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Federal Participation</b>	CONSULTANT	Consultant Wills Burke Kelsey Associates, Ltd.
County Kane				Address 116 West Main Street, Suite 201
Section 08-00386-00-BR				City St. Charles
Project No. BROS-0089(147)				State Illinois
Job No. P-91-270-09				Zip Code 60174-1854
Contact Name/Phone/E-mail Address Mike Zakosek (630-584-1170) zakosekmike@co.kane.il.us				Contact Name/Phone/E-mail Address David Smoot (630-443-7755) dsmoot@wbkengineering.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 French Road Route CH 11 Length 1500' Structure No. 045-0040  
Termini Approximately 750' north and south of Burlington Creek

Description Phase I engineering for bridge rehabilitation. Project scope includes survey, hydraulic studies, Hydraulic Report, bridge inspection, Bridge Condition Report, environmental survey, wetland delineation, Project Development Report, TSL (Type, Size, and Location plan).

#### 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 550 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: **To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described in the outlined attached scope of services, referred to as Exhibit C:**
- ☐ Make such detailed surveys as are necessary for the planning and design of the PROJECT.
  - ☐ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
  - ☐ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
  - ☐ Design and/or approve cofferdams and superstructure shop drawings.
  - ☐ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
  - ☐ Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
  - ☐ Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
  - ☐ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
  - ☐ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
  - ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - ☐ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
  - ☐ Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

## II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

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

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

Specific Rate              ☐ (Pay per element)

Lump Sum                ☐ \_\_\_\_\_

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

☐ With Retainage

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

☒ Without Retainage

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

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

## III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

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
Wills Burke Kelsey Associates, Ltd.	36-4251536	\$118,959.55
Sub-Consultants:	TIN Number	Agreement Amount
Compass Surveying, Ltd.	36-3211988	\$12,631.59
Testing Service Corporation	35-0937582	\$20,500.00
Sub-Consultant Total:		\$33,131.59
Prime Consultant Total:		\$118,959.55
Total for all Work:		\$151,091.14

Executed by the LA:

Kane County

(Municipality/Township/County)

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Kane County Clerk Clerk

Title: County Board Chairman

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Vice President

Title: President

Local Office  
April 6, 2009

Mr. David Smoot  
Wills Burke Kelsey Associates, Ltd.  
116 West Main Street  
St. Charles, Illinois 60174

Re: P.N. 42,706B  
Proposed Bridge Replacement  
French Road over Burlington Creek  
Kane County, Illinois

Dear Mr. Smoot:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Geotechnical Engineering Services for the above captioned project. It addresses the Phase I Geotechnical Investigation for the replacement of the French Road bridge over Burlington Creek in northwestern Kane County.

#### **Proposed Project:**

The project site is located just outside the Village of Hampshire, lying south of Illinois Route 72. The existing bridge is a one span structure, approximately 50' long by 44' wide. The replacement bridge will also likely be one span. It has been assumed that pavement reconstruction or widening will extend for a short distance behind the abutments. Streambank stabilization may also be required for an approximate 600' section of Burlington Creek which parallels the east side of French Road to the south of the bridge.

#### **Scope of Work:**

A structure boring will be drilled for each bridge abutment (2 total), to be located on the shoulder of the road as close as possible to the existing abutment. Geologic maps indicate that the dolomite rock surface is at a depth of about 100 to 200 feet. It is still possible that pile foundations for a new bridge may consist of point bearing H-piles driven to refusal. For purposes of this cost proposal, a boring depth of 70 feet has been estimated for the two structure borings. However, if refusal is encountered at less than 50 feet, a 10 foot rock core will be performed at one of the borings to confirm refusal material.

In addition to the two structure borings, our scope of work will include one streambed scour boring located as close as possible to the edge of the creek. The scour boring has been estimated for a depth of 20 feet. Also included are two (2) subgrade borings extending to a depth of 10 feet. These will be located at approximately 300 feet behind the abutments, along the shoulder/edge of pavement of the approach roadway. Three (3) borings are also planned in connection with streambank stabilization, to be 15 feet deep.

Two (2) pavement cores are also planned in conjunction with the soil borings. The cores will be taken on opposite sides of the bridge. Base course and subgrade samples will also be obtained at the core locations.

Utility clearance for the borings and cores will be obtained by TSC by contacting JULIE (Joint Utility Locating Information for Excavators). It is understood that documentation for the station, offset and elevation for each boring will be determined by Wills Burke Kelsey Associates (WBK).

For the structure borings, soil samples will be obtained by standard split spoon (ASTM D 1586) methods at 2.5 foot intervals to 30 feet and then at 5 foot intervals. For access and utility conflicts, the subgrade and scour borings may be performed using a GeoProbe drill rig. Representative portions of samples will be sealed, packaged and transported to our laboratory. Groundwater observations will also be made during drilling. Unconfined compressive strength values for cohesive samples will be determined in the field using a modified Rimac spring tester for the structure borings. The structure borings will also be grouted upon completion.



#### **TESTING SERVICE CORPORATION**

##### ***Corporate Office:***

360 S. Main Place, Carol Stream, IL 60188-2404  
630.462.2600 • Fax 630.653.2988

##### ***Local Office:***

457 E. Gundersen Drive, Carol Stream, IL 60188-2492  
630.653.3920 • Fax 630.653.2726

An asbestos evaluation is to be performed of the bituminous wearing surface and/or waterproofing membrane for the existing bridge deck. Two (2) shallow cores will be taken to obtain representative test samples (PPC deck beams to not be penetrated). The Polarized Light Microscopy (PLM) method will be used to test for the presence of asbestos. The testing laboratory used will have NVLEP or NELAP accreditation.

#### **Assumptions for Permits and Traffic Control:**

It is our understanding that French Road is under jurisdiction of Kane County, and that a permit will be required from the County for work on the roadway. It has been our experience that it will take 6 to 8 weeks or more to get the permit from the County. It has been assumed that the permit fee is to be waived.

We plan on drilling the structure and subgrade borings on the shoulder of the existing roadway. While it is believed that this work can be performed without lane closures, they will likely be required in connection with the pavement cores. This proposal also includes a provision for a TSC arrowboard to assist in traffic control. It is understood that the drilling work and lane closures can be performed weekdays between the hours of 8:30 AM and 3:30 PM.

#### **Laboratory Testing:**

All boring samples will be examined by an experienced laboratory soils technician, to verify field descriptions and visually classify them in accordance with the AASHTO Soil Classification System. Laboratory testing will include moisture content determinations as well as hand penetrometer measurements of unconfined compressive strength, as appropriate. Representative subgrade samples will also be tested for Atterberg limits and grain size analysis in accordance with IDOT procedures.

#### **Report of Data Obtained:**

Upon completion of sampling and testing, you will receive an engineering report summarizing field and laboratory test data, including computer generated boring logs and location plan. Please note that our scope of work does not include preparation of soil profile sheets. The report will address anticipated soil and groundwater conditions impacting the bridge replacement project, based upon the information obtained from the borings. It will also provide recommendations to guide design and specification preparation pertaining to the new foundations (per LRFD code), as well as treatment of unsuitable or unstable subgrade for areas of reconstruction.

#### **Fees and Scope:**

To provide the Geotechnical Study outlined above, TSC is proposing a not-to-exceed budget amount of **Twenty Thousand Five Hundred Dollars (\$20,500.00)**. This budget is based on the understanding that the work can be performed during standard weekdays with at least 7 hours allowed per day. Our fee is further subject to this proposal being accepted by you on or before June 30, 2009 and the work performed in the 2009 calendar year.

Should the study reveal unexpected subsurface conditions requiring a change in scope, you will be contacted before we proceed with further work. Our invoice will be based on the unit rates given. Please note that our quoted fee does not include plan review, excavation, fill, earthwork, footing or foundation observations during construction phases of the project. The project budget should include provision for these services. Consultation, preconstruction meetings or other professional services subsequent to delivery of TSC's report are additional services that will be covered by separate invoice.

TSC's geotechnical investigation will not include services required to evaluate the likelihood of the site being contaminated by hazardous materials or other pollutants. Should an environmental investigation be desired by you, please contact the undersigned for a separate proposal.

The Illinois Department of Labor (IDOL) has taken the position that Core Drilling/Soil Testing is a covered activity under the Illinois Prevailing Wage Act (IPWA). This project, along with all other transportation and infrastructure related projects is now under the guidelines of IPWA enforcement. The unit prices provided in the attached fee schedule are meant to comply with the IPWA, and therefore should be in agreement with the position taken by the IDOL.

**Closure:**


The geotechnical services being performed are subject to TSC's attached General Conditions. Unless stated otherwise, TSC fees include all state and federal taxes and permits that may be required; however, they do not include any license, permits or bond fees that local governments may impose. The local fees, if any, will be added to the invoice. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. David Smoot  
Wills Burke Kelsey Associates, Ltd.  
116 West Main Street  
St. Charles, Illinois 60174  
Tel: (630) 443-7755  
Email: [dsmoot@wbkengineering.com](mailto:dsmoot@wbkengineering.com)

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream Illinois office. Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted,

TESTING SERVICE CORPORATION

  
Michael W. Machalinski, P.E.  
Vice President

MVM:cn

Enc.      Cost Estimate  
            General Conditions  
            Project Data Sheet

Approved and accepted for \_\_\_\_\_ by:

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

**COST ESTIMATE**  
*French Road over Burlington Creek*  
*Kane County, Illinois*  
*P.N. 42,706B*

ITEM		UNITS	QTY	RATE	COST
<b>STAKING AND UTILITY CLEARANCE SERVICES</b>					
1.1	Two Person Crew	Hour	0.0	150.00	\$ 0.00
1.2	Layout Crew Chief	Hour	3.0	90.00	\$ 270.00
<b>OBTAIN PERMITS</b> (Assumes no permit charges will be required for KDOT Project.)					
2.1	Bond, Permit and Associated Charges	At Cost	0.0	300.00	\$ 0.00
<b>MOBILIZATION AND DEMOBILIZATION OF DRILL RIG AND CREW</b>					
3.1	Drill Mounted on Truck	Each	1	450.00	\$ 450.00
3.2	Drill Mounted on All-terrain Vehicle	Each	0	600.00	\$ 0.00
3.3	Daily Surcharge All-terrain Vehicle	Day	0	200.00	\$ 0.00
<b>SUBGRADE BORINGS FOR ROADWAY</b> Includes Samples by SPT (split-spoon) or GeoProbe methods, visual classification and moisture contents.					
4.1	Standard Subgrade Borings	Foot	20.0	37.50	\$ 750.00
4.2	Soil Borings by Hand Auger	Foot	0.0	55.00	\$ 0.00
4.3	Bulk Subgrade Samples for IBR Tests	Sample	0.0	75.00	\$ 0.00
<b>STRUCTURE BORINGS FOR BRIDGE</b> Includes SPT (split-spoon) sampling at 2.5 foot intervals to 30 feet and 5 foot intervals thereafter. Also includes visual classification and moisture contents.					
5.1	0 to 30 Feet, Sample at 2.5' intervals	Foot	60.0	37.50	\$ 2,250.00
5.2	30 to 60 Feet, Sample at 5' intervals	Foot	60.0	39.00	\$ 2,340.00
5.3	>60 Foot Depth, Sample at 5' intervals	Foot	20.0	45.00	\$ 900.00
5.4	Surcharge For Hard Drilling N > 60 bpf	Foot	0.0	4.00	\$ 0.00
<b>OBTAIN ROCK CORES</b>					
6.1	Set-up Charge (Includes casing to 40 feet)	Boring	0	400.00	\$ 0.00
6.2	Install casing below 40 feet	Foot	0	12.50	\$ 0.00
6.3	Rock Core with NX Core Barrel	Foot	0.0	45.00	\$ 0.00
<b>BACKFILL STRUCTURE BORINGS</b>					
7.1	Backfill boreholes with Bentonite Grout or Chips	Foot	140.0	4.50	\$ 630.00

ITEM		UNITS	QTY	RATE	COST
<b>DRILL RIG WITH 2-MAN CREW/PREVAILING WAGE</b> (To perform scour and streambank stabilization borings with GeoProbe rig)					
8.1	Regular Time (Up to 8.0 hours per Day)	Hour	8.0	305.00	\$ 2,440.00
8.2	Overtime (Over 8.0 hours per Day)	Hour	0.0	355.00	\$ 0.00
<b>ASBESTOS EVALUATION OF BRIDGE DECK WEARING SURFACE</b>					
9.1	Take Minimum 2" Cores of Bridge Deck Wearing Surface and Waterproofing Membrane	Each	2	150.00	\$ 300.00
9.2	Asbestos Fiber Analysis (PLM Test Method) (Up to 2 samples per core if waterproofing membrane is present - at cost)	Each	4	45.00	\$ 180.00
<b>DRILLING INSPECTOR</b>					
10.1	To Perform Rimac Tests for Structure Borings	Hour	18.0	95.00	\$ 1,710.00
<b>OBTAIN PAVEMENT CORES</b> Includes coring with 4 inch diameter barrel, retrieving all pavement materials to maximum depth of 18 inches, taking auger samples of base course/subbase materials and split-spoons of upper subgrade.					
11.1	Core Van and One-Man Crew (Portal to Portal)	Hour	4.0	150.00	\$ 600.00
11.2	Bit Wear - per inch of asphalt pavement	Inch	16.0	2.50	\$ 40.00
11.3	Bit Wear - per inch of PCC Pavement	Inch	0.0	4.00	\$ 0.00
11.4	Patch Holes with Cold Patch Asphalt of Non-Shrink Grout	Each	2	10.00	\$ 20.00
11.5	Materials technician to measure and describe core sample in laboratory	Each	2	15.00	\$ 30.00
<b>TRAFFIC CONTROL</b>					
12.1	Traffic Control Firm - 1-Man Flagging Crew (At cost - prices subject to change)	Day	1	640.00	\$ 640.00
12.2	TSC Pickup and Arrowboard	Day	2	140.00	\$ 280.00
<b>LABORATORY TESTING</b>					
13.1	Visual Classification and Water Content of Core Subgrade Sample	Each	2	10.50	\$ 21.00
13.2	Sieve Analysis with #200 Wash	Each	3	85.00	\$ 255.00
13.3	Size Analysis with Hydrometer	Each	3	115.00	\$ 345.00
13.4	Atterberg Limit Determinations	Each	3	75.00	\$ 225.00
13.5	Organic Content (L.O.I. & Wet Combustion)	Each	1	100.00	\$ 100.00
13.6	Moisture/Density Relationship of Soils (Standard Proctor)	Each	0	155.00	\$ 0.00
13.7	Illinois Bearing Ratio (IBR) of Laboratory Compacted Soils	Each	0	175.00	\$ 0.00

Wills Burke Kelsey Associates, Ltd.  
P.N. 42,706B - April 6, 2009

ITEM		UNITS	QTY	RATE	COST
<b>PROJECT ADMINISTRATION, ENGINEERING, ANALYSIS AND REPORTING PERSONNEL</b>					
14.1	Senior Geotechnical Engineer, P.E.	Hour	8.0	150.00	\$ 1,200.00
14.2	Project Geotechnical Engineer, P.E.	Hour	32.0	120.00	\$ 3,840.00
14.3	Secretary	Hour	6.0	55.00	\$ 330.00
14.4	Draftsman/CADD Technician	Hour	2.0	75.00	\$ 150.00
ESTIMATED TOTAL:					\$ 20,296.00
RECOMMENDED BUDGET:					\$ 20,500.00



## TESTING SERVICE CORPORATION

# GENERAL CONDITIONS

## Geotechnical and Construction Services

**1. PARTIES AND SCOPE OF WORK:** If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for Client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

**2. SCHEDULING OF SERVICES:** The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

**3. ACCESS TO SITE:** TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

**4. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this agreement.

**5. DISCOVERY OF POLLUTANTS:** TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

**6. MONITORING:** If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance

with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

**7. DOCUMENTS AND SAMPLES:** Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

**8. TERMINATION:** TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

**9. PAYMENT:** Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

**10. WARRANTY:** TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for the services rendered with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

**11. INDEMNITY:** Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

**12. SUBPOENAS:** TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

**13. OTHER AGREEMENTS:** TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



**TESTING SERVICE CORPORATION**

**Project Data Sheet**

***General Information:***

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Site Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

***Send Invoice To:***

Purchase Order No: \_\_\_\_\_

Attention: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

***Important Notes:***

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

***Completed By:***

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

***Distribute Reports as Follows:***

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Name: \_\_\_\_\_

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Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

## HBP PROJECT MILESTONE SCHEDULE

Municipality: Kane County  
 Project: French Road over Burlington Creek  
 Scope of Work: Bridge Rehabilitation or Replacement  
 TIP #: 09-08-0036  
 TIP Years (Ph II /Const): 2010 (Ph II)/2011(Const)  
 Section #: 08-00386-00-BR  
 Constr & E3 Cost(Date): \$1,310K (Const) & \$131K (E3) – Sep 2009 TIP

Contact Information	
Municipality	Kane County – Mike Zakosek, P.E. (630-584-1170)
Council/Liaison	Kane/Kendall – Mike Sullivan (630-584-1170)
Consultant	WBK Associates – David Smoot, S.E. (630-443-7755)
IDOT	District One - Marilyn Solomon (847-705-4407)

Date Prepared: 10/14/2009      Date Rev:

### Projected Dates

	Initial Est.	Kick-Off	Revised/Actual	Notes
1. Project Scoping	12/09			
2. IDOT Phase I Kick-off Meeting	01/10			
3. 1st State/Federal Coordination Meeting	09/10			
4. Categorical Exclusion Concurrence	10/10			
5. Design Variance Concurrence	10/10			
6. Submit Draft Phase I Report (PDR) to IDOT (a)	11/10			
7. Public Meeting (or N/A)	N/A			
8. Right-of-Way Kick-off Meeting (or N/A)	11/10			
9. Submit Final Phase I Report (PDR) to IDOT (b)	03/11			
10. Submit Phase II Engr. Agreem't to IDOT (or N/A)	04/11			
<b>11. Phase I Design Approval</b>	06/11			
12. ROW Negotiations Initiation (or N/A) ( c )	07/11			
13. Phase II Engr. Agreement Approval (or N/A)	07/11			
14. Submit Pre-Final Plans and Estimates (d)	02/12			
15. Submit Phase III Engr. Agreement to IDOT	05/12			
16. Submit Final Plans, Specs & Estimates (PS&E) (e)	05/12			
17. ROW Acquisition Complete	08/12			
<b>18. Construction Letting</b>	09/12			

**Notes:** TIP indicates construction in 2011; schedule assumes 2012. If project designated CE I or deck replacement, schedule could possibly be accelerated.

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