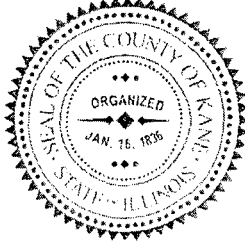


COUNTY OF KANE

Christopher J. Lauzen
Kane County Board Chairman



Kane County Government Center
719 South Batavia Avenue
Geneva, IL 60134
P: (630) 232-5930
F: (630) 232-9188
clauzen@kanecoboard.org
www.countyofkane.org

DOCUMENT VET SHEET

for
Christopher J. Lauzen
Chairman, Kane County Board



Name of Document: Phase III Construction Engineering Agreement with
Christopher B. Burke Engineering for Stearns Corridor,
Environmental Maintenance Management,
Kane County Sec #06-00214-18-RP

Submitted by: Carl Schoedel

Date Submitted: March 21, 2013

RES #13-142

Examined by: Pat Jaeger
(Print name)

[Signature]
(Signature)

04-04-13
(Date)

[Signature]
5.29.13

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

Comments:

Chairman signed: YES NO 6/6/2013
(Date)

Document returned to: forwarded to Clerk's Office
(Name/Department) 6/6/13 chm

**AN AGREEMENT BETWEEN THE COUNTY OF KANE
AND CHRISTOPHER B. BURKE ENGINEERING LTD.
FOR PROFESSIONAL CONSTRUCTION OBSERVATION SERVICES
FOR THE ENVIROMENTAL MAINTENANCE
STEARNS ROAD CORRIDOR PROJECT
KANE COUNTY SECTION NO. 13-00214-02-SM**

PURCHASE ORDER #2013-1403

This AGREEMENT made this 14th day of May 2013 between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY"), and **CHRISTOPHER B. BURKE ENGINEERING LTD**, an Illinois corporation and licensed professional engineering firm, with offices at 9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018 (hereinafter referred to as the "ENGINEER"). The COUNTY and the ENGINEER are sometimes hereinafter collectively referred to as the "PARTIES" and individually as a "PARTY".

WITNESSETH

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

WHEREAS, the COUNTY desires to improve various Kane County Highways and in conjunction therewith requires professional construction observation services which are necessary in order to repair various facilities within the Stearns Corridor with additional maintenance and monitoring services as described in the approved plans and specification therefor. (hereinafter referred to as the "PROJECT"); and

WHEREAS, in order to complete the PROJECT it is necessary to retain the services of a professional engineering firm to preform construction observation services; and,

WHEREAS, the ENGINEER has experience and professional expertise in construction observation services and is willing to perform said services for the PROJECT for a total amount not to exceed Forty Nine Thousand Eight Hundred Forty Eight Dollars and Ten Cents (\$49,848.10); and

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

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

1.0 INCORPORATION

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

2.0 SCOPE OF SERVICES

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

3.0 NOTICE TO PROCEED

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

4.0 TECHNICAL SUBCONSULTANTS

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

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

5.0 TIME FOR PERFORMANCE

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

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

6.0 COMPENSATION

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

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

- 6.3 For direct expenses, the COUNTY shall pay the ENGINEER for supplies and materials required for the completion of all work defined in the exhibit(s) attached hereto.
- 6.4 For direct expenses, the ENGINEER shall include copies of receipts from suppliers for expendable materials with its invoice to the COUNTY. Computer charges will not be allowed as direct expenses.
- 6.5 Within 45 days of receipt, review and approval of properly documented invoices, the COUNTY shall pay or cause to be paid to the ENGINEER partial payments of the compensation specified in this AGREEMENT. Payment will be made in the amount of sums earned less previous partial payments. However, the COUNTY reserves the right to hold back a sum equal to five percent (5%) of the total contract sum to ensure performance satisfactory to the Kane County Engineer.
- 6.6 Total payments to the ENGINEER under the terms of this AGREEMENT shall not exceed Forty Nine Thousand Eight Hundred Forty Eight Dollars and Ten Cents (\$49,848.10).
- 6.7 The ENGINEER shall use the COUNTYs Automatic Clearing house payment program. Any payments to the ENGINEER shall be made by the COUNTY'S Automatic Clearing house (ACH) payment program. The ENGINEER shall use and complete the vendor agreement. Found at <http://www.countyofkane.org/Documents/Finance%20Department/Vendor%20Information/achBrochure.pdf>

7.0 DELIVERABLES.

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

8.0 ENGINEER'S INSURANCE

- 8.1 The ENGINEER shall, during the term of this AGREEMENT and as may be required thereafter, maintain, at its sole expense, insurance coverage including:
 - A. Worker's Compensation Insurance in the statutory amounts.
 - B. Employer's Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) each accident/injury and Five Hundred Thousand Dollars (\$500,000) each employee/disease.
 - C. Commercial General Liability Insurance, (including contractual liability) with limits of not less than One Million Dollars (\$1,000,000)

per occurrence bodily injury/property damage combined single limit; Two Million Dollars (\$2,000,000) excess liability coverage in the aggregate for injury/property damage combined single limit and Two Million Dollars (\$2,000,000) in the aggregate for products-completed operations.

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

E. Professional Errors and Omissions Insurance with a minimum limit of One Million Dollars (\$1,000,000).

8.2 It shall be the duty of the ENGINEER to provide to the COUNTY copies of the ENGINEER'S certificates of insurance before issuance of the Notice to Proceed. The certificate of insurance shall provide the following:

8.3 (i) the County of Kane shall be listed as the certificate holder,

8.4 (ii) the Section Number as contained in the title of this Agreement,

8.5 (iii) the Purchase Order Number as set forth on page one of this Agreement.

8.6 The ENGINEER shall provide the COUNTY and maintain a certificate of insurance for its General Liability Policy which certificate shall include the COUNTY as additional named insured. The additional insured endorsement included on the ENGINEER'S Commercial General Liability policy will provide the following:

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

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

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

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

8.7 The insurance required to be purchased and maintained by ENGINEER shall be provided by an insurance company acceptable to the County with an AM Best rating of A- or better, and licensed to do business in the State of Illinois; and shall include at least the specified coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater. In no event shall any failure of the COUNTY to receive policies or certificates of

insurance or to demand receipt of the same be construed as a waiver of the ENGINEER'S obligation to obtain and keep in force the required insurance.

9.0 INDEMNIFICATION.

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

10.0 SATISFACTORY PERFORMANCE.

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

11.0 CONFLICT OF INTEREST.

11.1 The ENGINEER covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of ENGINEER'S services under this AGREEMENT.

11.2 The ENGINEER, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Purchasing Act; and further certifies that it has not been barred from contracting with a unit of State or Local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, 1992, Chapter 720, paragraph 5/33E-3).

12.0 OWNERSHIP OF DOCUMENTS.

12.1 The ENGINEER agrees that all survey data, reports, drafting, studies, specifications, estimates, maps and computations prepared by the ENGINEER under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY within ninety (90) days of written request therefor.

12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the ENGINEER other than as provided in this AGREEMENT.

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

13.1 The ENGINEER and sub-consultants will comply with all State, Federal and Local statutes, ordinances and regulations; and will obtain all permits as are applicable.

13.2 The ENGINEER and any sub-consultants shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice.

13.3 The ENGINEER and any sub-consultant(s) shall comply with all applicable State and Federal Prevailing Rate of Wage Laws, and shall take all steps necessary to remain in compliance therewith. (See Exhibit "C")

14.0 MODIFICATION OR AMENDMENT.

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

15.0 TERM OF THIS AGREEMENT.

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

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

B. Upon the 425th day after receipt by the ENGINEER of the Notice to Proceed from the Kane County Engineer on behalf of the COUNTY. (The fee payable to the ENGINEER for services rendered shall be for 425 calendar days during the periods from May 2013 to June 2014 as set forth on Exhibit A attached hereto).

15.2 In the event the required calendar days are exceeded and/or anticipated personnel requirements are not adequate and remaining funds are not sufficient to complete the PROJECT, adjustments in total compensation to the ENGINEER may be determined through negotiation between the COUNTY and the ENGINEER. The COUNTY shall however, have no obligation to agree to any such adjustment.

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

15.4 Notwithstanding anything in Section 15.0 to the contrary, the Kane County Engineer may at his sole opinion, upon request by the ENGINEER, extend the term of this Agreement for a period of time up to but not to exceed three years.

16.0 TERMINATION ON WRITTEN NOTICE.

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

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

16.3 Upon termination of this AGREEMENT, the obligations of the PARTIES to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Notwithstanding anything in this AGREEMENT to the contrary however, the obligations of the ENGINEER to indemnify and hold harmless the COUNTY as provided for in Section 9.0 of the AGREEMENT shall survive the termination of this AGREEMENT.

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

17.0 ENTIRE AGREEMENT.

17.1 This AGREEMENT contains the entire AGREEMENT between the parties.

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

18.0 NON-ASSIGNMENT.

18.1 This AGREEMENT shall not be assigned by either PARTY without prior written approval by the other PARTY requesting the assignment.

19.0 SEVERABILITY.

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

20.0 GOVERNING LAW.

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

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

21.0 NOTICE.

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

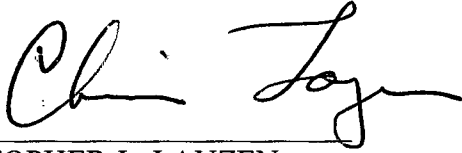
KANE COUNTY DIVISION OF TRANSPORTATION
41W011 Burlington Road
Saint Charles, IL 60175
Attn.: Carl Schoedel, P.E., Kane County Engineer

Christopher B Burke Engineering Ltd
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
Attn.: Michael E. Kerr, Executive Vice President

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

COUNTY OF KANE

CHRISTOPHER B. BURKE ENGINEERING LTD.



CHRISTOPHER J. LAUZEN
CHAIRMAN, KANE COUNTY BOARD

By: MICHAEL E. KERR
TITLE:EXECUTIVE VICE PRESIDENT

ATTEST:

ATTEST:

JOHN A. CUNNINGHAM
KANE COUNTY CLERK

By:
TITLE:

EXHIBIT A
Consulted Construction Management/Observation

A. OVERVIEW

THE CONSULTANT AGREES:

1. To perform or be responsible for the performance of the following checked engineering services for the DEPARTMENT in connection with the proposed improvement herein described:
 - a. (X) Furnish or cause to be furnished:
 - i. Construction observers and other technical personnel to perform the construction observation. The DEPARTMENT based upon the project scope shall direct the amount of personnel.
 - ii. Continuous observation of the work and Contractor's operations for compliance with the plans and specifications as construction proceeds, however the CONSULTANT does not guarantee the contract performance of the Contractor.
 - iii. Maintain daily records of Contractor's activity which shall include:
 - (i) Project Diary
 - (ii) Inspector's Daily Report (I.D.R.)
 - (iii) Quantity Book
 - (iv) Resident's Weekly Report
 - (v) Paving Summary (Field Book)
 - (vi) All other documentation required by the DEPARTMENT
 - iv. Supervision of construction observers, proportioning engineers, and other technical personnel and also the type, frequency, and location of material testing and sampling.
 - v. Establishment of centerline control and recover benchmarks. Also, random checks or as required by the DEPARTMENT of Contractor's construction staking activities.
 - vi. Preparation and submission to the DEPARTMENT in required form and number of copies, all partial and final Pay Estimates, Change Orders, records and reports required by the DEPARTMENT.
 - vii. Insure that all required evidence of material certification and inspection is received from the Contractor before final payment is made.
 - viii. Mark contract plans in red to provide record drawings (As-Built Plans) of the completed project for permanent record. Submit one set of As-Built Plans to the DEPARTMENT at the time of final payment.
 - ix. To prepare for and provide materials as directed by the DEPARTMENT for and attend the Pre-Construction Conference, and provide meeting minutes to the DEPARTMENT no later than 7 days from the date of the meeting.

- x. To schedule, coordinate, and provide an agenda for weekly progress meetings. Also, to provide meeting minutes to the DEPARTMENT no later than 7 days from the date of the meeting.
 - xi. The basic survey notes and sketches, charts, computations and other data and records prepared or obtained by the CONSULTANT pursuant to this agreement will be made available upon request to the DEPARTMENT without cost and without restriction or limitation as to their use.
 - xii. To submit to the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this agreement.
- b. (X) Coordinate, furnish or cause to be furnished:
- i. Proportioning and testing of concrete mixtures in accordance with the “Manual of Instructions for Concrete Proportioning and Testing” issued by the Bureau of Materials and Physical Research of the Illinois Department of Transportation and promptly submit reports on forms prepared by said Bureau.
 - ii. Proportioning and testing of bituminous mixtures in accordance with the “Manual of instructions for Bituminous Proportioning and Testing” issued by the Bureau of Materials and Physical Research of the Illinois Department of Transportation and promptly submit reports on forms prepared by said Bureau.
 - iii. All compaction tests as required by the specifications or as directed by the DEPARTMENT and report promptly the same on forms prepared by the Bureau of Materials and Physical Research of the Illinois Department of Transportation.
 - iv. Quality and sieve analysis on local aggregates that are not from approved producers (as listed by the Bureau of Materials and Physical Research of the Illinois Department of Transportation) to see that they comply with the specifications contained within the contract.
 - v. Inspect all materials when the Bureau of Materials and Physical Research of the Illinois Department of Transportation do not provide inspection at the source and submit inspection reports to the DEPARTMENT in accordance with the policies of the said DEPARTMENT.

B. REQUIRED SERVICES AND PROCEDURES FOR CONSULTED CONSTRUCTION MANAGEMENT/OBSERVATION

The following **Guidelines for Construction Procedures** has been prepared to be used as a guide for prospective consultants during preparation of their Construction Supervision Contract Proposals. This outline will familiarize the consultant with **Kane County Division of Transportation’s** policies and procedures for construction supervision. This outline is a generalized list of policies and procedures mostly based on the **Illinois Department of Transportation Division of Highways “CONSTRUCTION MANUAL”** and also the specific requirements and needs of this agency.

1. DUTIES AND AUTHORITY OF THE RESIDENT ENGINEER/TECHNICIAN

The Resident Engineer/Technician provided by the consultant, who from this point on shall be referred to, as the **Resident** along with his/her staff is responsible for all construction details on the project. He/she shall report directly to the **Kane County Division of Transportation (K.D.O.T.)** Construction Section Chief or his Supervising Project Manager (**PM**). The **Resident** is expected to accept delegated responsibility and to make decisions within the authority delegated to him/her. A **Resident's** first duty is to enforce the contract and specification requirements. He/she shall assign and schedule all field and material inspection and must maintain daily contact with the Contractor's personnel to proficiently provide the engineering services necessary for the Contractor's continued progress.

In addition the **Resident** is expected to make the day-to-day decisions to the extent that his/her experience and construction knowledge permit. However, the **Resident** is not authorized nor should he/she attempt to revise, delete, or change the contract provisions. When contract, plan, or specification changes are anticipated the **Resident** should contact the **K.D.O.T. (PM)** for guidance. The **Resident** also shall schedule, attend, and provide meeting minutes for all necessary meetings.

The **Resident** shall be the **K.D.O.T.** public relations person when dealing those the contract may involve and inconvenience. The **Resident** shall assure contract compliance with respect to:

- a. Contract Proposal
 - i. Special Provisions
 - ii. Highway Standards
- b. Plans
 - i. General Notes
 - ii. Typical Sections
 - iii. Plan and Profile Sheets
 - iv. Cross Section Sheets
 - v. Highway Standards
 - vi. All Special Detail Sheets
- c. "Supplemental Specifications and Recurring Special Provisions"
- d. "Standard Specifications for Road and Bridge Construction"
- e. Payroll
- f. Pay Estimates
- g. Erosion Control/Drainage
- h. E.E.O. Bulletin Boards
- i. Traffic Control

- j. Documentation
- k. Inspection
 - i. Material
 - ii. Field (Various Construction Operations)
- l. Various Other Items

2. MEETINGS

Prior to the start of construction, the **K.D.O.T.** shall arrange a pre-construction conference. All personnel involved with the project, including all necessary utility representatives, Contractor's personnel, construction supervision personnel, local agency representatives, and **K.D.O.T.** staff shall be requested to attend. The **Resident** shall be required to attend, run, provide agenda and take meeting minutes to be submitted to the **K.D.O.T.** with copies sent to all other attendees no later than 7 days after the date of the pre-construction conference.

Bi-weekly coordination meetings shall be scheduled and coordinated by the **Resident**. These meetings shall be for the purpose of coordinating construction activities for the upcoming two weeks, and any other important issues that may arise. The **Resident** shall be required to attend, run and also provide meeting minutes to be submitted to the **K.D.O.T.** no later than 7 days after the date of the coordination meeting.

3. DOCUMENTATION

- a. **Project Diary:** The Project Diary is one of the most essential records kept on the job. The Resident or a designated representative shall be required to keep a daily diary on each contract.

The diary shall be a bound hardback book; there must be a separate diary on each Contract and a separate diary for each year. All entries throughout the diary shall be in ink.

The first entry in the diary shall be on the inside cover. This entry shall include the year, the official designation of the section (County, Section number, Route, District number, Job number, Contract number), the name of the Contractor, and the name and signature of the Resident. A list of all personnel (inspectors) assigned to or working on the project also shall be printed on the inside cover, and each person shall put his/her initials after his/her name. The local agency's (**K.D.O.T.**) return address shall be noted on the inside cover so that it may be returned if ever lost.

An entry must be made in the project diary for each day of the project, including weekends and holidays, except when the project is officially suspended. Entries must begin by the official start date or when the Contractor begins work, whichever is first. The diary shall contain a day-to-day record of all significant items relating to the project. The date and day of the week shall be shown on the top of the page. Also, the time(s) of arrival and departure of the Resident or staff shall be listed under the date. A description of the day activities, and the number and the type of workers for the general contractor and each of the subcontractors shall be recorded for each day. Other information that shall be documented in the project diary is:

- i. Weather.
 - ii. Progress schedule controlling item of work.
 - iii. Working days charged and reason for partial or non-working days.
 - iv. Traffic control inspections and changes.
 - v. Description and hours of material inspection (done by Material Consultants)
 - vi. Important discussions with Contractor(s).
 - vii. Official visitors and inspections.
 - viii. Opening and closing of detours.
 - ix. Work and materials rejected and reasons.
 - x. Time of discontinuing or resuming work and reasons.
 - xi. Account of any time spent by Contractor's workers or equipment on disputable items of work.
 - xii. The presence of railroad flaggers and whether the Contractor is to be reimbursed for their services.
 - xiii. Length and cause of any delay.
 - xiv. Dates on which payment began and end for Engineer's Field Office, or any other calendar-month item.
 - xv. Description of important faxes and telephone calls. Unusual conditions, if any, such as high water, bridge failures, accidents/injuries, etc.
- b. **Inspector's Daily Report (I.D.R.):** An Inspector's daily inspection field report shall be kept the Resident and or his/her staff for each contract. I.D.O.T. form BC-628 shall be used for the documentation of daily work. This form is available as a spreadsheet on Microsoft Excel and is available from the **K.D.O.T.** Completed I.D.R. forms shall be kept in chronological order in a 3-ring hard cover binder. The items shall be checked on the right side of the report when they are entered the Quantity Book. The information contained on this report shall identify:
- i. Date
 - ii. Name of Contractor/Sub-Contractor(s) that performs on pay items
 - iii. Weather
 - iv. Item #
 - v. Pay Item
 - vi. Location of work
 - vii. Quantity and Units
 - viii. Evidence of Material Inspection.
 - ix. Calculations and Sketches (if applicable)

Note: Calculations and sketches shall be used to justify quantities of all items having foot, Square foot, square yard, and cubic yard units. The calculations and sketches shall be based on accurate field measurements and shall be presented in a neat and concise manner on the bottom of the form, on the back page, and or on a separate additional sheet placed after I.D.R. form sheet. Someone other than the person who performed the original calculations shall check all calculations.

- c. **Quantity Book:** A Quantity Book shall be kept the Resident and or his/her staff for each contract. I.D.O.T. form OC-625 shall be used for the documentation of quantities for federally funded projects only. A similar **K.D.O.T.** Quantity Book Form shall be used for all other projects. The **K.D.O.T.** Quantity Book Form is available as a spreadsheet on Microsoft Excel and is available from the **K.D.O.T.** A separate Quantity Book sheet shall be provided for each contract pay item. A title page listing the official designation of the section, the name

address, and telephone number of the Contractor, and the address of the local agency (K.D.O.T.) shall be provided. Also, a sheet index page listing item number, item, and page number shall be provided. The Quantity Book Sheets (in numerical order), title page, and sheet index page shall all be kept in a 3-ring binder. Quantities shall be placed in this form daily.

d. **Field Books:** Hard cover, bound field books shall be used by the Resident and or his/her staff to record all field measurements including but not limited to the following information:

- i. Daily field measurements used to justify quantities shown in the I.D.R.
- ii. Permanent survey records, layout checks, cross-sections
- iii. P.C.C. paving summary
- iv. Bituminous concrete paving summary
- v. Pile driving records
- vi. Depth checks (P.C.C. and bituminous paving, sub-base, topsoil, curb and gutter, etc.)

All field books shall be identified with the following information and shall include:

- vii. Route(s) description, section number, year, and the field book number (Ex.: Field Book #1) shall be listed on the front cover with a black marker.
- viii. Project designation and the local agency's (K.D.O.T.) address on the inside cover.
- ix. An index page that contains enough detail to show a reviewer the contents and location of the contents within the field book.

e. **Resident's Weekly Report:** A weekly report containing a record of the contractor's progress shall be kept by the Resident. I.D.O.T. form BC-239 shall be used for the Resident's Weekly Report. This report shall be filled out weekly, signed by the Resident, and a copy mailed to the Contractor's office as soon as possible (at no time shall the Contractor receive the copy later than 7 days from the date of the report). Copies of the report shall marked c.c. for:

- i. Contractor
- ii. Project file (K.D.O.T.)
- iii. Resident's file

f. **Other periodic reports** for traffic control and project issues shall be completed and maintained as per IDOT policy and procedures.

The Resident shall keep his/her copies in chronological order, and contained within a hard covered 3-ring binder.

4. **CHANGE ORDERS**

Whenever it becomes apparent that extra work is necessary on a project, the Resident shall contact the K.D.O.T. The K.D.O.T. shall determine the appropriate course of action. Payment for extra work shall be classified as either an agreed Unit Price or a Force Account. In the case when

an Agreed Unit Price shall be used, The **Resident** shall submit a formal request letter to the Contractor. This letter shall list the requested item, unit, and estimated quantity for an Agreed Unit Price. Once the Contractor's Agreed Unit Price letter is received, the **K.D.O.T.** shall review it. If the Agreed Unit Price letter is found acceptable, the Resident shall prepare the appropriate Change Order form and submit it to the **K.D.O.T.** for further processing by IDOT.

In the case when a Force Account shall be used, the process shall be same as that of an Agreed Unit Price, except that the **Resident** shall submit a formal request letter to the Contractor requesting an estimated amount for time, equipment and material costs for the proposed Force Account work.

No extra work shall be permitted unless authorized by the **K.D.O.T.**

The Resident shall document this work daily by using I.D.O.T. form BC-635 and both the Contractor and the Resident will retain copies.

Materials used on Force Account work that will be incorporated in the job must meet with satisfactory inspection.

The amounts of Labor, Equipment and Materials claimed by the Contractor on his submitted itemized bill, which he prepares at the completion of the extra work, must agree with the daily amounts shown on the completed BC-635 forms.

Refer to Article 109.04 of the Standard Specifications.

The completed itemized bill shall be submitted to the **K.D.O.T.** for approval, and Change Order processing.

Once K.D.O.T. and/or I.D.O.T. (Bureau of Construction) have approved the Change Order, the Resident shall add the Agreed Unit Price(s) or Force Account(s) to the next pay estimate as a line item.

All Change Orders shall be either I.D.O.T. form BC-22 (for projects using Federal funds) or a **K.D.O.T.** Change Order form. The **K.D.O.T.** Change Order form is available as a spreadsheet on Microsoft Excel and can be obtained from the **K.D.O.T.**

5. **PAY ESTIMATES**

The Resident shall prepare an Engineer's Payment Estimate (pay estimate) for submittal and payment at least once a month for each contract. All documented partially and completed work that has all required material inspection should be shown for payment on the Engineer's Payment Estimate form. This form shall be used for all projects (except projects using Federal funds). The form is available as a spreadsheet on Microsoft Excel and is available from the **K.D.O.T.**

The pay estimate form for projects using Federal funds shall be received from I.D.O.T. (Bureau of Construction – FAUS Projects) once a month. The Resident shall write in the quantities, sign his/her name to the bottom of the form, and return it to I.D.O.T. (Bureau of Construction – FAUS Projects) for processing of payment. Also, the Resident shall send a copy to the **K.D.O.T.** for the job file, as well as retain a copy for Resident's file.

The Resident shall meet with the Contractor before the pay estimate is submitted to insure agreement of all quantities included in the pay estimate for the month. Any discrepancy or disagreement between the contractor and the consultant shall be immediately reported to the **K.D.O.T.**

The Resident shall then submit the pay estimate to the **K.D.O.T.** for review and processing of payment.

6. INSPECTION MATERIAL

An independent Materials Consultant shall perform all required material inspection for all projects. The Materials Consultant shall be under the direct employment of **Consultant** and shall be assigned by the **K.D.O.T.** The Resident shall coordinate direct, and schedule all material inspection with the Materials Consultant. The Material Consultant shall not be responsible for determining when, what, and where they should be performing material inspection. The Resident shall determine the type, frequency, and location as required by the I.D.O.T. Project Procedures Guide (Sampling Frequencies for Testing and Inspection) and/or the **K.D.O.T.**

All billings for material inspection services shall be checked and verified with the Project Diary by the Resident or his/her staff for correct dates, hours, and charges. Any disparities shall be reported to **K.D.O.T.** as soon as possible. Copies of all material inspection billings shall be kept in the Resident's file.

Materials inspection and documentation is the responsibility of the Materials Consultant. However, the Resident and his/her staff shall verify that the quality, quantity, and frequency of all material inspection reports meet the requirements of I.D.O.T. (Bureau of Materials). Copies of completed material inspection reports shall be retained in the Resident's file.

7. PLAN QUANTITY ACCEPTANCE

The acceptance of plan quantities as final quantities for a number of the pay items is acceptable providing that the agency (**K.D.O.T.**) and the Contractor agree in writing that the plan quantities are accurate and will be used as final quantities. The Resident shall receive a list of the items from the **K.D.O.T.** that the agency (**K.D.O.T.**) would like to agree upon.

The Resident and or his/her staff shall, from the plans, verify the accuracy of the quantity of each item on the list. The Resident shall then submit his/her findings, which shall include all calculations used to determine the accuracy of the quantity on the list to the **K.D.O.T.** The **K.D.O.T.** will review the Resident's calculations to determine which items to include on I.D.O.T. form BC-981. This form shall be presented to the Contractor at the Pre-Construction Conference and be reviewed, signed, and returned to the **K.D.O.T.** before any construction work has begun.

8. CONSTRUCTION LAYOUT VERIFICATION

All construction layout and staking shall normally be provided by the Contractor and paid for by the item "Construction Layout Stakes". The Resident and or his/her staff shall recover and identify all horizontal control points, benchmarks, and right-of-way corners (for newly acquired parcels) prior to construction. The Resident shall instruct Contractor to submit copies of all field

book information regarding layout on a daily basis to be retained in the Resident's file. The Resident and or his/her staff shall use standard survey methods to randomly check all horizontal locations and elevations for every staking operation. The Resident and or his/her staff shall document all layout checks in a field book. In the event that an error is found, the Resident shall notify the Contractor immediately and insure that he/she corrects the error as soon as possible. If an unnecessary amount of layout errors persist, the Resident shall notify the **K.D.O.T.** as soon as possible.

9. **TRAFFIC CONTROL INSPECTION**

Inspection of all traffic control devices, signing, pavement marking, etc. shall be inspected by the Resident or his/her staff at least twice a day when the Contractor is working and once a day when is the Contractor not working. One of the traffic control inspections shall be done at the later part of the day, before the contractor leaves, to allow time for the contractor to correct any deficiencies before they leave at the end of the day. The Resident and or his/her staff shall verify that all traffic control is accordance with the Traffic Control plan, and all applicable standards. The Resident and or his/her staff shall notify the Contractor as soon as possible of any and all deficiencies including:

- a. Downed and/or damaged signs
- b. Downed and/or damaged barricades or sign panels
- c. Worn, missing or conflicting temporary pavement marking
- d. Malfunctioning or damaged temporary traffic signals and temporary roadway lighting

The Resident shall list the times of inspection, descriptions of any and all deficiencies, and description of conversation with Contractor in the Daily Diary and complete the appropriate IDOT forms for Traffic Control Inspection for daytime and/or nighttime inspection.

10. **FINAL INSPECTIONS**

- a. **Traffic Signal/Roadway Lighting Installation:** Once Traffic Signal/Roadway Lighting installation have been completed and energized, the Resident shall schedule a Pre-Turn On inspection with the Contractor and the **K.D.O.T.** The Contractor shall address any deficiencies that are discovered as soon as possible. Once all deficiencies have been addressed, the Resident shall schedule a Turn On inspection with the Contractor, Maintenance Contractor, I.D.O.T. representative, controller manufacturer's technician (Traffic Signals) and the **K.D.O.T.**
- b. **Overall Project Inspection (Final Walk-Through):** Upon notice from the Contractor of completion of the entire project, the Resident shall schedule a walk-through inspection with the Contractor, **K.D.O.T.**, and any local agency (Municipal, County, and State) representatives if there is any outside agency funding. The inspection shall consist of walking the length of all portions of roadway (both sides). The Resident shall include any and all deficiencies that are discovered in the Resident's Punch list. The Punch list shall be addressed to the Contractor and signed by the Resident. The Punch list shall be mailed to the Contractor, and a copy shall be sent to the **K.D.O.T.** Once all deficiencies have been addressed, the Resident shall conduct another inspection with the Contractor to insure that all the items on the punch list have been addressed.

11. FINALING OUT OF PROJECTS

Upon receiving notice of project completion from the Contractor, the Resident shall schedule a meeting with the Contractor and the **K.D.O.T.** to finalize quantities for all items per contract. Once final quantities are agreeable with both the Contractor and **K.D.O.T.**, the Resident shall prepare an Engineer's Semi-Final Pay Estimate, which shall include all final quantities with 1% retainage. The Engineer's Semi-Final Pay Estimate shall then be submitted to the **K.D.O.T.** for review and processing of payment.

The **Resident** shall also prepare Engineer's Final Pay Estimate, which shall be the same as the Engineer's Semi-Final Pay Estimate with the exception that the retainage shall be reduced to 0%. This final pay estimate shall be presented on the Engineer's Final Pay Estimate form, which can be obtained from the **K.D.O.T.** The **Resident** shall also prepare and submit to the **K.D.O.T.** the following:

- a. Balance Authorization sheet(s)
- b. Explanations for changes in total dollar values that exceed \$2000.00 per item
- c. Any un-approved Change Orders

The Balance Authorization form is available as a spreadsheet on Microsoft Excel and can be obtained from the **K.D.O.T.**

Once the Engineer's Final Pay Estimate is submitted to I.D.O.T. for approval, the Bureau of Materials shall check all items for the required materials inspection and certification. The Resident shall receive a list of material deficiencies from the **K.D.O.T.** The **Resident** then shall make a formal request to the Contractor and or the Materials Consultant for all needed material inspection and certification. Once the Resident receives all requested material inspection and certification, he/she shall submit it directly to I.D.O.T. (Bureau of Materials).

12. RECORD DRAWINGS

The Resident and or his/her staff shall provide a complete set of record drawings (as built plans) to **K.D.O.T.** for their records. The record drawings shall be marked as "RECORD DRAWINGS" dated and initialed by the individual(s) who prepared them. **All sheets, regardless of whether they will be modified, shall be marked as revised in an appropriate box or space.** The drawings shall consist of a 24"x 36" size set of project plans that have all changes and additions tagged by clouds or similar easy to see markings in red ink. A CD and/or flash drive of the scanned record drawings in PDF format shall also be submitted with the plan set.

EXHIBIT "B"

DF-824-039
REV 12/04

**COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES**

FIRM
Local Agency
Project:
Section No.:

Christopher B. Burke Engineering, Ltd.
KDOT
Stearns Road M&M
13-00214-02-SM

OVERHEAD RATE
COMPLEXITY FACTOR

1.5451
0

DATE

Cost Plus Fixed Fee 1 14.50% [DL+R(DL) +OH(DL)+IHDC]

DBE DROP BOX	ITEM	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENF	IN-HOUSE DIRECT COSTS	FIXED FEE	Outside Direct Costs	SERVICES BY OTHERS	DBE TOTAL	TOTAL
		(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(B-G)
	Pre-Construction Services	38	1,353.78	2,091.73		499.60				3,945.10
	Construction Observation - Weed Control/Herbicide	48	1,765.92	2,728.52		651.69				5,146.14
	Construction Observation - Control Burns	32	1,177.28	1,819.02		434.46				3,430.76
	Construction Observation - Weed Control/Hand Rem.	80	2,943.20	4,547.54		1,086.16				8,576.90
	Construction Observation - Seeding	48	1,765.92	2,728.52		651.69				5,146.14
	Construction Observation - Selective Clearing	16	588.64	909.51		217.23				1,715.38
	Project Documentation	77	2,728.16	4,215.28		1,006.80				7,950.24
	Vegetative Monitoring	80	2,943.20	4,547.54		1,086.16				8,576.90
	Annual Monitoring Report	50	1,839.50	2,842.21		678.85				5,360.56
	Subconsultant DL					0.00				0.00
	TOTALS	469	17,105.60	26,429.86	0.00	6,312.64	0.00	0.00	0.00	49,848.10

EXHIBIT "C"

PREVAILING WAGE RATES

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

The ENGINEER agrees to pay, when applicable, the current Illinois Department of Labor Prevailing Wage Rates for all County of Kane projects. Current prevailing wage rates are available from the Illinois Department of Labor at their website: <http://www.state.il.us/agency/idol/rates/rates.HTM>.

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

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

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

Christopher B. Burke Engineering, Ltd.

Company Name



Signature of Officer of Company

Executive Vice President

Title

5/21/13

Date

EXHIBIT "D"

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

1. Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.

2. All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:
 - A. Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;

 - B. Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid.

This information disclosure must be updated when any changes to the information occurs.

- C. Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.
 - D. A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.
3. All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.
 4. Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.
 5. Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, County Board approval or other County action in behalf of the applicant failing to comply voidable at the option of the County Board or other County agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.

6. Contractor Disclosure information shall be sent to the Kane County Purchasing Department and the Kane County Division of Transportation at the following address, or via email, prior to Transportation Committee of the Kane County Board:

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

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

Company Name: Christopher B. Burke Engineering, Ltd.

Contact Person: Michael E. Kerr

Address: 9575 W. Higgins Road, Suite 600

City: Rosemont

State: IL

Zip Code: 60018

Phone: 847-823-0500

Signature of Officer



Print Name Michael E. Kerr

Title Executive Vice President

Date 5/21/13