County of Kane Office of County Board

Office of County Board Kane County Government Center

Karen McConnaughay Chairman 630-232-5930





DOCUMENT VET SHEET

for Karen McConnaughay Chairman, Kane County Board

Name of Document:	Phase Il Engineering with Fehr-Graham for West County Line
	over Union Ditch #3, Kane County Section #08-00024-01-BR
Submitted by:	Linda Haines
Date Submitted:	July 2, 2012
Examined by:	Pat Jaeger (Print name) (Signature) July , 2012 (Date)
Post on Web:	Yes No Atty. Initials
Comments:	s: 12-229 attached.
handal Real Management - 2000 (1) kanagement di Management (1)	5: 12-229 attached. 5 copies to sign
	,
Chairman signed:	Yes No October 1, 2012
Document returned	to:

RESOLUTION NO. 12 - 229

APPROVING A PHASE II ENGINEERING SERVICES AGREEMENT WITH FEHR-GRAHAM & ASSOCIATES LLC FOR WEST COUNTY LINE ROAD OVER UNION DITCH 3 KANE COUNTY SECTION NO. 08-00024-01-BR

WHEREAS, Phase II Engineering services are required for the proposed improvement of the West County Line Road (Kane County Highway No. 1) Bridge over Union Ditch 3 (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 II Engineering services; and

WHEREAS, Fehr-Graham & Associates LLC, 4440 Ash Grove, Springfield, IL 62711 has experience and professional expertise in Phase II Engineering and is willing to perform the required services for an amount not to exceed Two Hundred Twelve Thousand Seven Hundred Eighty Seven and 21/100 Dollars (\$212,787.21); and

WHEREAS, necessary fees to be expended during the Improvement's Phase II Engineering for the required purchase of a permit is estimated to be an additional Two Thousand Seven Hundred Eleven and No/100 Dollars (\$2,711.00).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute a Phase II Engineering services agreement with Fehr-Graham & Associates LLC (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 Two Hundred Fifteen Thousand Four Hundred Ninety Eight and 21/100 Dollars (\$215,498.21) from Local Option Fund #304, Line Item #50140 (Engineering) to pay for said Phase II Engineering services for the Project with approximately eighty percent (80%) reimbursement thereof to the County from federal funds.

Line item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds <u>currently</u> available for this personnel/item/service in the specified line item?	If funds are not currently available in the specified line item, where are the funds available?
304.520.524.50140	Engineering	Yes	Yes	

				the	e specified line item?	funds available?	i
	304.520.524.50140	Engineering	Yes		Yes]
	Passed by John A. Cunningh	the Kane Count	y Board on July	K	en McConnaugha	naudrah	
	Clerk, County Boa Kane County, Illin	ard •	STATE OF ILLINOIS COUNTY OF KANE	Cha	irman, County Bo e County, Illinois	ard	J
ar i	Vote: Yes No Voice Abstentions 7WCOLINEPHIIFEHI	-	do hereby certify that I	he attached is a traver hereunto set	rue and correct copy of my hand and affix the S	ecords in Kane County, Illinois he original record on file. eal of the County of Kane at m mingham, Kane County Clerk	

Local Agency				Consultant	FGA No. 12-357	
County of Kane	L	Illinois Department of Transportation				
County Kane Section 08-00024-01-BR Project No. BROS-0089(153) Job No. D-91-271-09 Contact Name/Phone/E-mail Address Paul LaFleur, Kane Co Design Proj Mgr (630) 406-7355 lafleurpaul@co.kane.il.us		O C A L Preliminary Engineering Services Agreement For Federal Participation C Y		FEHR-GRAHAM & ASSOCIATES LI Address 515 Lincoln Highway City Rochelle State		
				Illinois Zip Code 61068 Contact Name/Phone/E-mail Address Michael Gronewold (815) 562-9087 mgronewold@fehr-graham.com		
THIS AGREEMENT is made and entered into Local Agency (LA) and Consultant (ENGINEE Federal-aid funds allotted to the LA by the sta (STATE) will be used entirely or in part to fina	R) a	Illinois under the general supervision	of the	g services in connection with he Illinois Department of Tra	nsportation	
		Project Description				
Name West County Line Road		Route CH 1 Lengtl	n _	0.21 mi Structure No.	Existing 045-3000 Proposed 045-3066	
Termini Over Union Ditch #3		8101Panishida				
Description: Phase II Engineering Bridge Rehabilitation						
		Agreement Provisions			***************************************	
I. THE ENGINEER AGREES		**************************************				

- To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of 1. 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 2. representatives of the LA or STATE.
- To complete the services herein described within 270 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. 3.
- 4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated manhours 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 5. PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- 6. 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.
- 7. 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. 8.

- 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,
 - 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.
 - 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).

Sco	pe of Services to be provided by the ENGINEER: (AS CHECKED BELOW AND PER ATTACHED EXHIBIT E)
×	Make such detailed surveys as are necessary for the planning and design of the PROJECT. (PICKUP / VERIFY SURVEY ONLY)
	Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories. (NOT APPLICABLE)
X	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. (NECESSARY PERMIT FEES TO BE PAID BY ENGINEER AND REIMBURSED BY LOCAL AGENCY)
X	Design and/or approve cofferdams and superstructure shop drawings. (REVIEW AND APPROVAL WORK, INCLUDING BUT NOT LIMITED TO, COFFERDAMS, STRUCTURAL STEEL, EXPANSION DEVICES, BEARINGS, FALSEWORK, ETC. WILL BE DONE BY THE BUREAU OF BRIDGES AND STRUCTURES OR OTHERS AS ARRANGED BY THE LOCAL AGENCY.)
X	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). (REVISE PRELIMINARY BRIDGE DESIGN)
×	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. (IDNR CONTACT, KANE/DUPAGE SWCD PERMIT, KANE COUNTY STORMWATER ORD, ETC.)
	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. (NOT APPLICABLE)
×	Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation. (SOIL BORINGS PROVIDED BY LOCAL AGENCY)
×	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. (NOT APPLICABLE)
¤	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.

13.

II. THE LA AGREES,

- 1. To furnish the ENGINEER all presently available survey data and information (SEC CORNER DATA, TITLE SEARCHES, ETC)
- 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		I = 14.5%[DL + R(DL) + OH(DL) + IHDC], or $I = 14.5%[DL + R(DL) + 1.4(DL) + IHDC]$, or $I = 14.5%[(2.3 + R)DL + IHDC]$
	Where:	DL = Direct Labor IHDC = In House Direct Costs OH = Consultant Firm's Actual Overhead Factor R = Complexity Factor
Specific Rate	☐ (Pay p	per element)
Lump Sum		
T H ENGINEED		ha fallaccina madhada aa mancinad bir 40 OFD mad 00

- 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 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.
- 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
Fehr-Graham & Associates LLC	36-2780335	212,772.21
Sub-Consultants:	TIN Number	Agreement Amount

Sub-Consultants:	TIN Number	Agreement Amount
N/A	N/A	0.00
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work:	212,772.21

Executed by the LA:

FEST:

By:

Kane County

Clerk

(SEAL)

Kane County

(Municipality/Township/County)

Title:

Chairman of the County Boarg

Executed by the ENGINEER:

ATTEST:

By:
Title:

For Member, Fehr-Graham & Associates LLC

FEHR-GRAHAM & ASSOCIATES LLC

Title:

For Member, Fehr-Graham & Associates LLC

Exhibit A - Preliminary Engineering

- · · · · · · · · · · · · · · · · · · ·	
Route: CH 1 (FAS 97) West County Line Road	
Local Agency: Kane County	*Firm's approved rates on file with IDOT'S
(Municipality/Township/County)	Bureau of Accounting and Auditing:
Section:08-00024-01-BR	
Project: BROS-0089(153)	Overhead Rate(OH) 173.19 % <u>Use 140.00%</u>
Job No.: D-91-271-09	Complexity Factor (R) 0.0
	Calendar Days 270
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 Fee	

Lump Sum Fee	Co	ost Estim	ate of Cons	sultant's Servi	ces in Dollars (Use 140.00%)	Outside Costs			
Element of Work	Employee Classification	Man- Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Cost (IHDC)	Profit (0.348)	Total
1.) Project file review, site	Project Manager	4	58.78						
survey verify and field data	Project Manager	20	53.21						
pickup, evaluate Plate	Project Manager	16	44.91						
Girder bridge type, adjust	Sen Proj Engineer	4	37.60						
proposed vertical profile	Proj Engineer	4	27.66						
grade, obtain IDOT	Land Surveyor	32	26.50						
approval of Preliminary	Assoc Eng Tech	32	22.81						
Bridge Design for Plate	Engineering Tech	12	26.00						
Girder bridge, review Soil Borings	Lodging & Mileage					3,485.00			
Domigs	Sub-Tot	124		4,168.84	5,836.38	3,485.00	0.00	1,450.76	14,940.98
2.) 404 Permit coord,	Project Manager	8	58.78						
IDNR coordination,	Project Manager	32	53.21						
Kane/DuPage SWCD	Sen Proj Engineer	48	40.58			***			
permits, Kane County	Sen Proj Engineer	72	37.60						
stormwater ordinance	Land Surveyor	16	26.50						
compliance, Utility Coord,	Sen Eng Tech	16	33.80						
Storm Water Pollution	Assoc Eng Tech	16	22.81						
Prevention Plan	Engineering Tech	16	26.00						
development, obtain	Permit Fees					5,000.00			
Floodway Regional Permit	Sub-Tot	224		8,573.76	12,003.26	5,000.00	0.00	2,983.67	28,560.69

Exhibit A - Preliminary Engineering

Route: CH 1 (FAS 97) West County Line Road	
Local Agency: Kane County	*Firm's approved rates on file with IDOT'S
(Municipality/Township/County)	Bureau of Accounting and Auditing:
Section: 08-00024-01-BR	·
Project: BROS-0089(153)	Overhead Rate(OH) 173.19 % <u>Use 140.00%</u>
Job No.: D-91-271-09	Complexity Factor (R) 0.0
	Calendar Days 270
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 Fee	
Cost Estimate of Consultant's	Services in Dollars Outside (Use 140.00%) Costs

		or Estille	100 01 001131		Jse 140.00%)	Costs			
Element of Work	Employee Classification	Man- Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Cost (IHDC)	Profit (0.348)	Total
3.) Prelim-Prefinal-Final	Project Manager	32	58.78						
Plans, Specifications and	Project Manager	296	56.65						
Estimates, Pavement	Project Manager	40	53.21						
Design, General Notes,	Project Manager	148	44.91						
Quantity Summary and	Sen Proj Engineer	300	37.60						
Schedules, Existing and	Proj Engineer	16	27.66						
Proposed Roadway	Land Surveyor	150	26.50				***************************************		
Details, Alignment and	Assoc Eng Tech	32	22.81			<u> </u>			
Control Point Information,	Engineering Tech	232	26.00						
Traffic Maintenance Plan,	Printing					1,534.00			
Existing Topography and						,			
Removal Plan, Proposed	Sub-Tot	1246		49,883.92	69,837.49	1,534.00	0.00	17,359.60	138,615.01
Plan & Profile,									
Compensatory Storage									
Plan, Pavement Marking &					***************************************				
Signing, Erosion Control									
Plan, Entrance Details,									
Roadway Transition									
Details, Bridge Plans, Roadway Cross Sections,									
Region 1 Standards,									
Estimates of Time & Cost,									
Special Provision,									
Proposal Booklet					1444				150
- Toposai Dookiet									
	<u> </u>	L		L					

Exhibit A - Preliminary Engineering

Route: CH 1 (FAS 97) West County Line Road	
Local Agency: Kane County	*Firm's approved rates on file with IDOT'S
(Municipality/Township/County)	Bureau of Accounting and Auditing:
Section: 08-00024-01-BR	
Project: BROS-0089(153)	Overhead Rate(OH) <u>173.19</u> % <u>Use 140.00%</u>
Job No.: D-91-271-09	Complexity Factor (R) 0.0
	Calendar Days 270
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 Fee	
Cost Estimate of Consultant's Services in Dolla	ars Outside

				ilouitaile o ooi t	(Use 140.00%)	Costs			
Element of Work	Employee Classification	Man- Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Cost (IHDC)	Profit (0.348)	Total
4.) Four (4) Right of	Proj Manager	10	58.78						
Way Plats of Highway,	Sen Proj Engineer	88	37.60						
Legal Descriptions and	Land Surveyor	224	26.50						
Certification	Assoc Eng Tech	58	22.81						
	Sub-Tot	380		11,155.58	15,617.81	0.00	0.00	3,882.14	30,655.53
							-		
Totals		1974	·	73,782.10	103,294.94	10,019.00	0.00	25,676.17	212,772.2

MAX COST PLUS FIXED FEE = \$212,772.21

Exhibit B



Engineering Payment Report

Prime Consultant

Name	FEHR-GRAHAM & ASSOCIATES		
Address	4440 Ash Grove, Springfield, IL 62711		
Telephone	217-793-8600		
TIN Number	36-2780335		
Project Information			
Local Agency	Kane County Division of Transportation		
Section Number	08-00024-01-BR		
Project Number	BROS-0089(153)		
Job Number	D-91-271-09		

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

Sub-Consultant Name	TIN Number	Actual Payment from Prime
NONE (Not Applicable)	N/A	0.00
	Sub-Consultant Total:	0.00
	Prime Consultant Total:	212,772.21
	Total for all Work Completed:	212,772.21

	Prime Consultant Total:	212,772.21
	Total for all Work Completed:	212,772.21
for Member, Fehr-Graham & Associate	es	
Signature and title of Prime Consultant		Date

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





Firm Name: Fehr-Graham & Associates LLC

PTB/Item No:

Fehr Graham 12-357

REQUIRED – DIRECT COSTS WILL ONLY BE ACCEPTED FOR INCLUSION IN CONTRACT WHEN DOCUMENTED ON THIS FORM. (Indicate only rate and quantities for this specific project.)

Item	Allowable	Contract (1) Rate	Quantity (n/a for work orders)	Total
Per Diem	Up to State Rate Maximum			\$0.00
Lodging (Overnight)	Up to State Rate Maximum	\$70.00	27.00	\$1,890.00
Lodging (Extended)	Actual Cost (based on IDOT's and firm's policy)			\$0.00
Air Fare Coach Rate (with two weeks' notice)	As Approved			\$0.00
Vehicles:		\$0.55	2,900.00	,
Mileage	Up to State Rate Maximum			\$1,595.00
Daily Rate (owned or leased)	\$45/day			\$0.00
Overtime	(Premium Portion)			\$0.00
Tolls	Actual Cost			\$0.00
Digital Photo Processing	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
Cell Phones – (traffic systems, survey, phase III only)	\$70/month/phone (maximum) – Phase III (max. of three without IDOT approval)			\$0.00
Telephone Usage (traffic system monitoring)	Actual Cost			\$0.00
2-Way Radio (survey or phase III only)	Actual Cost			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost			\$0.00
Copies of Deliverables/Mylars (in-house)	Actual Cost			\$0.00
Copies of Deliverables/Mylars (outside)	Actual Cost			\$0.00
Specific Insurance (required for project)	Actual Cost			\$0.00
CADD	Actual Cost (max. \$15.00/hour)			\$0.00
Monuments (permanent)	Actual Cost			\$0.00
Advertisements	Actual Cost			\$0.00
Web Site	Actual Cost	***************************************		\$0.00
Facility Rental for Public Meetings & Exhibits/Renderings & AV	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Recording Fees	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (requires 2-3 quotes)			\$0.00
Traffic Control and Protection	Actual Cost (requires 2-3 quotes)			\$0.00
Aerial Photography and Mapping	Actual Cost (requires 2-3 quotes)	······		\$0.00
Utility Exploratory Trenching	Actual Cost (requires 2-3 quotes)			\$0.00
Shift Differential	Actual Cost (based on firm's policy)			\$0.00
PROJECT Site Travel	Actual Cost (based on IDOT's and firm's policy)			\$0.00
	Actual Cost (requires 2-3 quotes)			\$0.00
	Actual Cost (requires 2-3 quotes)			\$0.00
	Include 2-3 vendor quotes and explanation for necessity.			\$0.00
Outside Printing Charges (24 x 36 Prints, etc)	Actual Cost	\$0.80	1,430.00	\$1,144.0
Outside Printing Charges (81/2 x 11 Copies, etc)	Actual Cost	\$0.15	2,600.00	\$390.0
Permit Fees (Kane-DuPage Soil Water Conservation District) TOTAL	Actual Cost (max. \$5,000.00)	\$5,000.00	1.00	\$5,000.0 \$10,019.0

¹⁾ Used to determine upper limit of compensation for direct cost. Unless maximum is specified under allowable, bill at actual cost.



ESTIMATED OUTSIDE DIRECT COSTS

CH 1 (FAS 97) West County Line Road over Union Ditch No. 3
Section 08-00024-01-BR
Existing S.N. 045-3000
Proposed S.N. 045-3066
Kane County
Project BROS-0089(153)
Job No. D-91-271-09

IN - HOUSE DIRECT COSTS

(Not Applicable)

OUTSIDE DIRECT COSTS

Permit Fees (Kane-DuPage Soil Water Conservation Dist)	\$ 5,000.00
Outside Copies, Printing, Deliverables / Mylars (@ Actual Cost)	\$ 1,534.00
Vehicle Mileage (5 Trips x 580 mi @ 0.55 per mile)	\$ 1,595.00
Lodging (Max State) (3 Trips x 3 nights ea Trip x 3 men @ 70.00 per night)	\$ 1,890.00

ESTIMATED TOTAL = \$10,019.00

ESTIMATE OF OUTSIDE PRINTING

(Paper Prints - 2 full size sets @ preliminary & 12 full size sets @ prefinal & final submittals)

 $(24" \times 36" \text{ Prints})$ Plans $(2+12+12) \times 55 \text{ sheets } \times \0.80 = \$ 1,144.00 $(81/2" \times 11" \text{ Copies})$ Proposals $(2+12+12) \times 100 \times \0.15 = \$ 390.00



EMPLOYEE HOURLY PAYROLL RATES – CONSULTANTS REGULAR STAFF (AS OF JANUARY 1, 2012)

Annual Salary Adjustments Made Approximately January 1 and are generally ±3.0%

EMPLOYEE NAME	CLASSIFICATION	HOURLY PAYROLL RATE		
Michael W. Gronewold	Project Manager	\$ 58.78		
Gunes E. Ozyurt	Project Manager	\$ 58.78		
John A. Morris	Project Manager	\$ 53.21		
Alan R. Kon	Project Manager	\$ 44.91		
Ralph E. Anderson	Project Manager	\$ 56.65 **		
Sam F. Madonia	Senior Project Engineer	\$40.58 **		
Gary J. Cartwright	Senior Project Engineer	\$ 37.60		
Tim E. Souther	Senior Project Engineer	\$ 36.07		
Adam Staggemeyer	Project Engineer	\$ 27.66		
Louis L. Bringle	Senior Engineering Technician	\$ 33.80 **		
Scott Immel	Land Surveyor, Manager	\$ 40.93		
Richard Judd Casler	Land Surveyor	\$ 26.50		
Joseph Shelly	Survey Crew Chief	\$ 20.06		
Ronald D. Fitzanko	Associate Engineering Technician	\$ 22.81		
Seth A. Price	Engineering Technician	\$ 26.00 **		

** Note: Part Time Employee