

County of Kane
Office of County Board
Kane County Government Center



Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

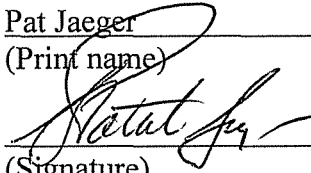
DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: Approving an Agreement with Burns & McDonnell for Phase I
Engineering for Fabyan Parkway at Kaneville Road, Kane
County Sec. #11-00420-00-CH

Submitted by: Linda Haines

Date Submitted: February 1, 2012

Examined by: Pat Jaeger
(Print name)


(Signature)

03-05, 2012
(Date)

Post on Web: Yes No Atty. Initials _____

Comments:

Chairman signed: Yes No 5/8/2012
(Date)

Document returned to: _____

Local Agency County of Kane	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation PURCHASE ORDER #2012-873	C O N S U L T A N T	Consultant
County Kane				Burns &McDonnell
Section 11-00420-00-CH				Address 1431 Opus Place, Suite 400
Project No. CMM-4003(014)				City Downers Grove
Job No. P-91-389-12				State Illinois
Contact Name/Phone/E-mail Address Paul LaFleur, P.E. 630-406-7355 lafleurpaul@co.kane.il.us				Zip Code 60515
				Contact Name/Phone/E-mail Address Michael Mack, P.E. 630-724-3823 mmack@burnsmcd.com

THIS AGREEMENT is made and entered into this _____ day of May, 2012 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 Fabyan Parkway Route CH 8 Length 0.25mile Structure No. NA

Termini At Kaneville Road (CH 84)

Description: Phase I Preliminary Engineering for the study of the intersection of Fabyan Parkway at Kaneville Road. The project will include the study of the operational, safety, geometric and drainage aspects of a preferred concept developed in a previous task.

Agreement Provisions

I. THE ENGINEER AGREES,

1. 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.
2. 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.
3. To complete the services herein described within 450 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.
4. 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.
5. 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.
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.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - Design and/or approve cofferdams and superstructure shop drawings.
 - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

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

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

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

Specific Rate (Pay per element)

Lump Sum _____

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

With Retainage

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

Without Retainage

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

AVERAGE HOURLY PROJECT RATES

FIRM Burns and McDonnell
 PTB Kane
 PRIME/SUPPLEMENT Prime

DATE 04/19/12
 SHEET 2 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Alternative Analysis			Finalize Preferred Alternative			Public Involvement			Project Development Report								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Level 6 - Assist. Adm	11.69																		
Level 7 - Assist. Civi	17.17																		
Level 8 - Assist. Civi	22.63																		
Level 9 - Assist. Civi	27.76																		
Level 10 - Civil Eng.	29.23										32	20.51%	6.00						
Level 11 - Civil Eng.	34.35	32	66.67%	22.90	120	76.92%	26.42	6	60.00%	20.61	72	46.15%	15.85						
Level 12 - Sen. Civil	36.81																		
Level 13 - Sen. Civil	43.72	16	33.33%	14.57	28	17.95%	7.85	4	40.00%	17.49	44	28.21%	12.33						
Level 14 - Assoc. En	49.42				8	5.13%	2.53				8	5.13%	2.53						
Level 15 - Assoc. En	53.29																		
Level 17 - Assoc. VF	70.00																		
TOTALS		48	100%	\$37.47	156	100%	\$36.80	10	100%	\$38.09	156	100%	\$36.71	0	0%	\$0.00	0	0%	\$0.00



Engineering Payment Report

Prime Consultant

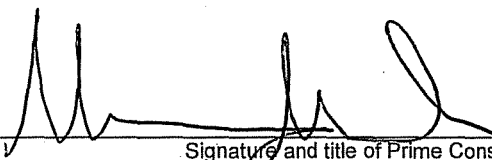
Name Burns & McDonnell
 Address 1431 Opus Place, Suite 400
 Telephone 630-724-3200
 TIN Number 43-0956142

Project Information

Local Agency Kane County Division of Transportation
 Section Number 44-00420-00-CH
 Project Number CMM-4003(014)
 Job Number P-91-389-12

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
Marchese and Sons	36-3030199	
Sub-Consultant Total:		
Prime Consultant Total:		
Total for all Work Completed:		



 Signature and title of Prime Consultant
 DIV. OF TRANSPORTATION DESIGN

March 9, 2012

 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.

EXHIBIT "C"

PREVAILING WAGE RATES

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

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

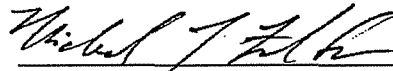
Prevailing wage rates are subject to revision monthly. The CONSULTANT acknowledges its responsibility, for payment of any applicable future adjustment thereof.

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

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

Burns & McDonnell

Company Name



Signature of Officer of Company

Mike Folta

Title: Vice President

10-07-2011

Date

EXHIBIT "D"

CONTRACTOR DISCLOSURE
KANE COUNTY CODE, ARTICLE II, 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

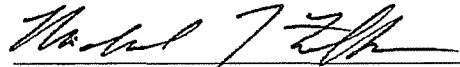
as to the intended use or purpose for which it seeks County Board or other county agency action.

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. Information shall be sent directly to the Kane County Purchasing Department at the following address:

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

Burns & McDonnell

Company Name



Signature of Officer of Company

Mike Folta

Title: Vice President

10-07-2011

Date

Exhibit E - Scope Outline – Phase I

Fabyan and Kaneville Intersection Study



PROJECT UNDERSTANDING AND SCOPE OF SERVICES

It is our understanding that this project consists of the study of the capacity and safety concerns at the Fabyan Parkway and Kaneville Road intersection. The study limits will extend along Fabyan Parkway from approximately 100 feet east of the Mill Creek intersection to 600 feet east of the Kaneville Road intersection and approximately 600 feet northeast of the Fabyan Parkway intersection along Kaneville Road. Project components will include:

Project Components

Components of this project will include:

- Project management, meetings and coordination
- Data collection (Survey data and utility coordination)
- Environmental Survey Request Form
- Wetland delineation
- Traffic projection coordination
- Analysis and Synchro modeling of future traffic
- Alternative development and evaluation
- Drainage concept
- IDS preparation
- Cost estimates
- Group II Categorical Exclusion Report
- One (1) written communication with area property owners



This project does not include the following components:

- Geotechnical investigation
- PESA
- Hydraulic surveys/BCR or structural evaluation
- Threatened and endangered species surveys.
- Wetland mitigation concept plan
- Retaining walls that include structural design
- Cast-in-place culvert design
- Construction staging and MOT study
- Phase II design
- Location Drainage Study
- Public involvement except for scope specifically outlined above

Furthermore, this project assumes completion of the following items of work in previous assignments:

- Data collection (traffic counts)
- Development of traffic signal warrants
- Analysis of existing signal operations
- Crash analysis

Scope Outline

Page 2



- Develop project design criteria and goals
- Evaluation of existing geometrics
- Selection of a single preferred geometric concept

These or any additional items can be added to this contract if they become necessary to the project. At this time there is either insufficient data to scope out these items or these issues do not appear to be involved in this project. If and when these items become a part of this project BMcD will provide a detailed scope and estimate to be used as a basis for negotiations with the County.

TASK DESCRIPTIONS

BMcD proposes to perform all the required design services in accordance with the latest AASHTO design specifications, IDOT BDE Manual, and Kane County Standards. Our plan of action and tasks are described in the following text.

I. Project Management Meetings and Coordination

BMcD will coordinate the work, attend meetings and maintain a close relationship throughout the duration of the project schedule. The project manager will coordinate with Kane County and IDOT as required to complete the project.

A Project Management Plan (PMP) will be developed, implemented and followed that will be specific to the Fabyan Parkway and Kaneville Road Project. A QA/QC Plan will be part of this PMP and will be adhered to in an effort to provide quality submittals throughout the project. The QA/QC Plan will include management, coordination and construction reviews prior to the pre-final and final stages of completeness.

Bi-weekly status reports will be prepared and submitted once the project has begun. These will include a brief summary of the items completed, previous work effort and outstanding issues. Should the project be delayed or during periods of light work efforts these reports may decrease in frequency with concurrence of the County.

BMcD will coordinate with Kane County and IDOT Local Roads throughout the project and with the City of Geneva and utilities companies during the data collection process. It is anticipated that most of the coordination will occur via email, letter and phone conversations.

The following meetings are anticipated as part of the project:

- Kick-Off Meeting
- Technical Meetings - Four (4) meetings are anticipated during the Phase I. These may include meetings to discuss geometrics, drainage, staging/MOT, ROW, and review comments.
- FHWA/IDOT Meetings – Two (2) meetings are anticipated

Meeting minutes will be prepared for all meetings

II. Data Collection (Survey, Utility Coordination and Traffic Counts)

The survey limits for the project will extend along Fabyan Parkway from approximately 100 feet east of the Mill Creek intersection to 600 feet east of the Kaneville Road intersection and approximately 600 feet northeast of the Fabyan Parkway intersection along Kaneville Road. The survey cross section will extend

Scope Outline

Page 3



approximately 10 feet beyond the existing ROW. The bridge survey will only include the elements at the road surface including the approach slabs, retaining and wing walls.

Horizontal and Vertical Control:

The horizontal control network according to National Geodetic Survey (NGS) Third Order specifications will be established for the project site and will be based on the State Plane Coordinate System. The horizontal control will be tied to the NAD 83 Coordinate System. The level circuit will be performed according to NGS Third Order Standards. The vertical control will be based on the NAVD 88 Vertical Datum.

Topographic Survey:

All features within the pavement section including but not limited to the centerline edges of pavement, edges of shoulder, edges of water, curb and gutter and driveways will be surveyed. All utility structures within the right-of-way including but not limited to the manholes, catch basins, inlets, water valves and private utility vaults will be surveyed. The survey information will be downloaded in Microstation and features will be indicated with the appropriate IDOT cells, levels, line styles and colors. Each point will be identified with a point number, elevation and description.

Cross sections will be taken at 50-foot intervals and will include all break points. Cross sections will also be taken at the centerline of all cross streets and driveways.

Utility Structure Details:

Utility structure details of all utility structures, both public and private located within the existing right-of-way will be performed. Each detail will include the structure type, point number (consistent with the topographic survey), condition, rim elevation, pipe and/or conduit invert and sizes.

Utility structures will not be pumped out or entered.

Utility Coordination:

BMcD will contact Joint Utility Locating Information for Excavators (JULIE) to identify public and private utility companies with facilities in the project area. BMcD will contact the companies with facilities within the project area to obtain the available information regarding the location of their facilities. BMcD will also coordinate with the County to obtain information regarding the facilities they have within the project area. This information will be used to minimize utility impacts during the design of the project.

Traffic Counts:

BMcD will incorporate traffic data provided by Kane County into the project database for traffic analysis purposes. No supplemental traffic counts are included.

III. Environmental Coordination and Wetland Delineation

Preparation of an Environmental Survey Request Form:

Burns & McDonnell will characterize the potential for noise impacts based upon the proposed plan. We will also characterize the potential for air quality impacts and the compatibility and conformity with the 2040 plan. We will prepare COSIM sheets if needed. We will also submit an Environmental Survey Request Form (ESRF) through IDOT. These surveys consider special waste, public lands, cultural features, and biological resources. Burns & McDonnell will document whether Section 4(f) properties are present and potentially impacted by the project. A programmatic Section 4(f) Evaluation will be prepared, if necessary.

The items below are not commonly included in a Project Development Report for Group II Categorical

Scope Outline

Page 4



Exclusions. Based on the assumption that the Phase I Report will follow the format in BLR 22210, our scope of work does not include the following:

- Agency coordination above and beyond that normally required for standard comments and responses
- Endangered Species Survey(s)
- Cultural Resources Survey(s) for historical, archaeological and architectural sites
- Environmental Assessments for Special Waste
- Well or Groundwater Investigations
- Traffic Noise modeling or analysis
- Air Quality modeling or analysis (micro-scale)
- Ecological or Wildlife Investigations
- Mitigation Design (conceptual or final)
- Construction Inspections
- A Section 404 Permit
- A Section 404 (b)(1) response, should an Individual Permit be required
- Section 4(f) Evaluation beyond that of a Programmatic Section 4 (f)

These items are not anticipated, but can be supplied if determined to be necessary.

Wetland Delineation:

A preliminary investigation of the National Wetland Inventory Maps indicates that wetlands may be present within the project area. A field investigation indicates that potential wetlands and riparian environments adjacent to the Mill Creek. We will prepare a wetland delineation plan for the project. Given the uncertainty of the construction of the project our team suggests that the preparation and submission of a 404 Permit be delayed until Phase II to avoid the additional costs associated with the resubmittal of the permit application if the permit expires.

IV. Traffic Analysis/Modeling

Traffic Analysis:

The project will begin with a single recommended geometric concept for the improvement of the Fabyan-Kaneville intersection. A Synchro model of the existing conditions will be developed, calibrated and used to evaluate how the proposed geometry operates as part of a network. This base model will be used for the evaluation of proposed signal phasing and to verify the operational quality of the design.

V. Design Criteria, Project Goals and Evaluation of the Existing Geometrics

No work is anticipated for this task. It is assumed that the work effort relevant to this task will have been completed in a previous assignment.

VI. Alternative Evaluation

We envision three alternatives being evaluated as part of this study, consisting of geometric details relevant to the concept approved in a preliminary phase of the overall project. Each of these alternatives will need to be evaluated based on current and future operations, impacts to the surrounding area and cost. As part of this effort BMcD will perform the following tasks:

Scope Outline

Page 5



- Development of precise geometry (e.g. specific turning roadway design speeds or median designs) for each alternative within the framework of the recommended design
- Synchro modeling of the alternatives to determine any impacts on the operational quality of the Kaneville and Mill Creek intersections under design-year traffic.
- Develop and track the cost of each alternative.

VII. Finalizing the Preferred Alternative

Roadway Improvements:

An intersection design study will be prepared for the Fabyan Parkway and Kaneville Road preferred alternative. The IDS is assumed to be for a traffic signal and will require the additional level of detail associated with a traffic signal IDS design.

Drainage Improvements:

A drainage technical memo will be prepared. A general drainage map will be prepared for the overall project site showing the major drainage boundaries and drainage structures impacted by the proposed improvements. A concept level drainage plan will be prepared showing the existing and proposed highway drainage system. The concept will meet the requirements of the Kane County Stormwater Ordinance. This concept will identify the stormwater discharge locations for the storm sewer system and subwatershed drainage boundaries. No modeling of the Mill Creek or the Mill Creek bridge is anticipated.

The stormwater detention and compensatory storage requirements for the improvement will be determined. The allowable release rate and stormwater detention facilities for each discharge location will be determined in accordance with the Ordinance.

Cost Estimate:

A cost estimate for the final alternative will be prepared. This estimate will be included in the project development report.

VIII. Public Involvement

It is anticipated that this project will be processed as a Group II Categorical Exclusion and therefore does not require a public meeting. Public coordination will be limited to an informational letter drafted by Burns & McDonnell, and sent by Kane County DOT to the residents and property owners in the project area. No other public coordination or presentation effort is anticipated.

IX. Project Development Report

Draft Project Development Report:

A draft project development report will be prepared in accordance with BLR 22210 (Local Project Development Report for Group II Categorical Exclusions and Design Approval) summarizing the engineering studies and presenting the recommended improvement plan. The report will cover roadway geometrics, drainage, maintenance of traffic, environmental studies and a preliminary cost estimate.

Final Project Development Report:

After the review of the draft project development report by the County the final version of the project report will be completed. This edition will address the comments received.

Kane County
Estimate of Labor Expenses
Fabyan Parkway/ Kaneville Road Intersection:
Phase I Documentation and Report



Personnel & Hours										
	Classification Level	Rate*	# of Sheets	Project	Project	Project	Engineer	CADD	Admin	Hours
				Principal	Manager	Engineer				
				15	14	13	11	10	8	
				\$60.00	\$50.42	\$43.07	\$33.84	\$28.80	\$22.30	
Scope of Services										
I. Project Initiation, Meetings, Management and Coordination: 88 HOURS										
	Project Management and Coordination				12	4				16
	Work Plan				4					4
	Kick-Off Meeting				3	3				6
	County Meetings (4)				8	16				24
	IDOT/FHWA Coordination Meeting (2)				6	8				14
	QA/QC Plan Implementation				16	8				24
II. Data Collection: 20 HOURS										
	Survey Coordination (Topo, ROW and Plats)				4	8				12
	Utility Coordination					4				4
	Traffic Counts - Fabyan/Kaneville					4				4
	Traffic Counts - Fabyan/Mill Creek									
III. Environmental Coordination/Wetland Delineation: 68 HOURS										
	ESR Form Application, Exhibits and Coordination					8				8
	Special Waste Screening					4	8			12
	Wetland Delineation					16	32			48
IV. Traffic Analysis/Modeling and Crash Analysis: 40 HOURS										
	Traffic Signal Warrants									
	Traffic Analysis - Existing HCS									
	Traffic Analysis - Existing Synchro Model					20	8			28
	Traffic Analysis - Synchro Model Calibration					12				12
	Crash Analysis									
V. Design Criteria, Project Goals and Evaluation of Existing Geometrics: 0 HOURS										
	Establish Project Design Criteria									
	Evaluate Existing Horizontal and Vertical Geometrics									
	Develop Goals/Purpose and Need									
VI. Alternative Analysis: 48 HOURS										
	Develop Conceptual Alternatives						24			24
	Traffic Modeling of Alternatives - HCS/Sidra									
	Traffic Modeling of Alternatives - Synchro					16				16
	Evaluate Safety									
	Develop and Track Costs of Each Alternative						8			8
	Technical Memo									
VII. Finalize Preferred Alternative: 156 HOURS										
	Roadway Geometrics - IDS				4	20	56			80
	Drainage Technical Memo				4	8	56			68
	Final Cost Estimate						8			8
Construction Staging and Maintenance of Traffic Plan: 0 HOURS										
	Staging and MOT Tech Memo									
VIII. Public Involvement: 10 HOURS										
	Web Site Updates (4)									
	Newsletter/Pamphlet (2)									
	Public Communication					4	6			10
	Exhibits (5)									
	Public Meeting									
IX. Project Development Report: 156 HOURS										
	Exhibits - Plan and Profile					8	16			24
	Exhibits - Location Maps, Typical Sections, Misc. Exhibits					4	24	32		60
	Draft Project Report				4	16	24			44
	Final Project Report				4	16	8			28
Total:					69	207	278	32		586
% of Hours					11.8%	35.3%	47.4%	5.5%		100%

PAYROLL ESCALATION TABLE ANNIVERSARY RAISES

FIRM NAME	<u>Burns and McDonnell</u>	DATE	<u>03/08/12</u>
PRIME/SUPPLEMENT	<u>Prime</u>	PTB NO.	<u>Kane</u>
CONTRACT TERM	<u>12</u> MONTHS	OVERHEAD RATE	<u>205.73%</u>
START DATE	<u>6/1/2012</u>	COMPLEXITY FACTOR	<u>0</u>
RAISE DATE	<u>ANNIVERSARY</u>	% OF RAISE	<u>3.00%</u>

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

6

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

1.50%

The total escalation for this project would be: 1.50%

PAYROLL RATES

FIRM NAME Burns and McDonnell DATE 03/08/12
 PRIME/SUPPLEMENT Prime
 PTB NO. Kane

ESCALATION FACTOR 1.50%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Level 6 - Assist. Admin.	\$11.52	\$11.69
Level 7 - Assist. Civil Tech.	\$16.92	\$17.17
Level 8 - Assist. Civil Eng.	\$22.30	\$22.63
Level 9 - Assist. Civil Eng.	\$27.35	\$27.76
Level 10 - Civil Eng.	\$28.80	\$29.23
Level 11 - Civil Eng.	\$33.84	\$34.35
Level 12 - Sen. Civil Eng.	\$36.27	\$36.81
Level 13 - Sen. Civil Eng.	\$43.07	\$43.72
Level 14 - Assoc. Eng.	\$48.69	\$49.42
Level 15 - Assoc. Eng.	\$52.50	\$53.29
Level 17 - Assoc. VP	\$70.00	\$70.00
		\$0.00
		\$0.00
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AVERAGE HOURLY PROJECT RATES

FIRM Burns and McDonnell
PTB Kane
PRIME/SUPPLEMENT Prime

DATE 03/08/12

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			PM, Meetings and Coord.			Data Collection			Environmental Coordination			Traffic and Crash Analysis			Design Criteria and Evaluatio		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Level 6 - Assist. Adm	11.69	0																	
Level 7 - Assist. Civil	17.17	0																	
Level 8 - Assist. Civil	22.63	0																	
Level 9 - Assist. Civil	27.76	0																	
Level 10 - Civil Eng.	29.23	32	5.46%	1.60															
Level 11 - Civil Eng.	34.35	278	47.44%	16.29							40	58.82%	20.20	8	20.00%	6.87			
Level 12 - Sen. Civil	36.81	0																	
Level 13 - Sen. Civil	43.72	207	35.32%	15.44	39	44.32%	19.37	16	80.00%	34.97	28	41.18%	18.00	32	80.00%	34.97			
Level 14 - Assoc. En	49.42	69	11.77%	5.82	49	55.68%	27.52	4	20.00%	9.88									
Level 15 - Assoc. En	53.29	0																	
Level 17 - Assoc. VP	70.00	0																	
		0																	
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TOTALS		586	100%	\$39.15	88	100%	\$46.89	20	100%	\$44.86	68	100%	\$38.21	40	100%	\$41.84	0	0%	\$0.00

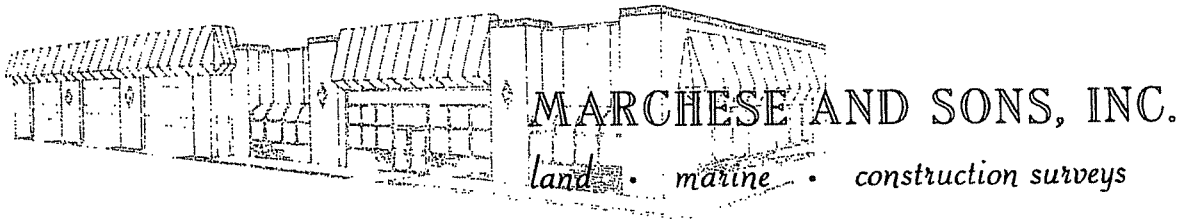
AVERAGE HOURLY PROJECT RATES

FIRM Burns and McDonnell
 PTB Kane
 PRIME/SUPPLEMENT Prime

DATE 03/08/12

SHEET 2 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Alternative Analysis			Finalize Preferred Alternative			Public Involvement			Project Development Report								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Level 6 - Assist. Adm	11.69																		
Level 7 - Assist. Civil	17.17																		
Level 8 - Assist. Civil	22.63																		
Level 9 - Assist. Civil	27.76																		
Level 10 - Civil Eng.	29.23										32	20.51%	6.00						
Level 11 - Civil Eng.	34.35	32	66.67%	22.90	120	76.92%	26.42	6	60.00%	20.61	72	46.15%	15.85						
Level 12 - Sen. Civil	36.81																		
Level 13 - Sen. Civil	43.72	16	33.33%	14.57	28	17.95%	7.85	4	40.00%	17.49	44	28.21%	12.33						
Level 14 - Assoc. En	49.42				8	5.13%	2.53				8	5.13%	2.53						
Level 15 - Assoc. En	53.29																		
Level 17 - Assoc. VF	70.00																		
TOTALS		48	100%	\$37.47	156	100%	\$36.80	10	100%	\$38.09	156	100%	\$36.71	0	0%	\$0.00	0	0%	\$0.00



January 27, 2012

Michael Mack, P.E.
Director of Transportation Design
Burns & McDonnell - Chicago Office
1431 Opus Place, Suite 400
Downers Grove, IL. 60515

Re: Kaneville Road & Fabyan Parkway Cross Section Survey

- Horizontal and Vertical Control
24 manhours\$ 2178.08
- Topographic Survey w/ Cross Sections
80 Manhours\$ 7260.30
- Prepare Microstation Base Mapping and DTM Model
40 Manhours\$ 3630.15
- Below Rim Survey
16 Manhours\$ 1452.06
- Establish Exiting Right-of-Way
24 Manhours\$ 2178.09
- Plat for right-of-way /easement on two parcels
24 Manhours\$ 2178.09

Please note any separation or deletion would require a new fee schedule to be calculated. We can commence working on this location immediately upon acceptance to this proposal.

Please feel free to give us a call if we can be of further assistance or if additional information is required.

Sincerely,
Marchese and Sons, Inc.

Paul N. Marchese, PLS

