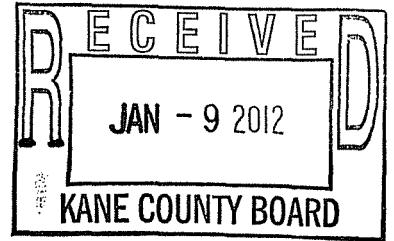


County of Kane
Office of County Board
Kane County Government Center



Karen McConnaughay
Chairman
630-232-5930



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

DOCUMENT VET SHEET

for

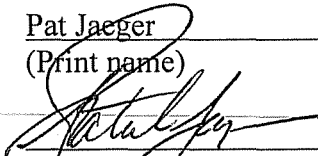
**Karen McConnaughay
Chairman, Kane County Board**

Name of Document: Amendment #1 to an Agreement w/Christopher B. Burke for Phase
II Engineering & Supplemental Appropriation for Big Timber Road
over Pingree & Tyler Creeks, Kane Co. Sec. No. 06-00345-00-CH

Submitted by: Linda Haines

Date Submitted: Nov. 14, 2011

Examined by: Pat Jaeger
(Print name)


(Signature)


11-14, 2011
(Date)

Post on Web: Yes No Atty. Initials 

Comments:

Chairman signed: Yes No 1-10-12
(Date)

Document returned to: _____

Local Agency Kane County Division of Transportation	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation Supplement No. 1	C O N S U L T A N T	Consultant Christopher B. Burke Engineering, LTD.
County Kane				Address 9575 W. Higgins Road, Suite 600
Section 01-00266-00-BR				City Rosemont
Project No. BMR-8003(042)				State IL
Job No. D-91-192-01				Zip Code 60018
Contact Name/Phone/E-mail Address Mike Zakosek (630) 584-1170 zakosekmike@co.kane.il.us				Contact Name/Phone/E-mail Address Jason Souden (847) 823-0500 jsouden@cbbel.com

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name	Big Timber Road	Route	FAS 0130	Length	1600 Ft	Structure No.	045-3011 & 045-3012
Termini	Over Pingree and Tyler Creeks						

Description The work consists of the removal of two bridge structure and the construction of one new bridge, relocation of Tyler creek and the reconstruction of Big Timber Road to 2-12' lanes, 4' median and 8' shoulders. Project will also have pavement removal, embankment, native landscaping guardrail and riprap.

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 _____ 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:
- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER: **(Per Detailed Scope of Services)**
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - Design and/or approve cofferdams and superstructure shop drawings.
 - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

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

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

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

Specific Rate (Pay per element)

Lump Sum _____

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

With Retainage

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

Without Retainage

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

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

III. IT IS MUTUALLY 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 debatement of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

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

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Christopher B. Burke Engineering, Ltd.	36-3468939	\$15,011.53
Sub-Consultants:	TIN Number	Agreement Amount
Wills Burke Kelsey Associates	36-4251536	\$16,788.09
Sub-Consultant Total:		\$16,788.09
Prime Consultant Total:		\$15,011.53
Total for all Work:		\$31,799.62

Executed by the LA:

County of Kane

(Municipality/Township/County)

ATTEST:

By: _____

John A. Cunningham, County Clerk

By: [Signature]

Title: Chairman, County Board

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: Deanna Amelio

Title: Executive Administrative Assistant

Christopher B. Burke Engineering, Ltd.

By: [Signature]

Title: Executive Vice President

Supplement No 1

**Cost Estimate of
Consultant Services
(CPFF)**

Client Kane County Division of Transportation
 Firm Christopher B. Burke Engineering, Ltd.
 Route Big Timber Road
 Section _____
 County Kane
 Job No. _____
 PTB & Item _____

Date 04/29/11

Overhead Rate 136.60%

Complexity Factor 0

Item	Manhours	Payroll	Overhead & Fringe Benefits	In-House Direct Costs	Fixed Fee	Outside Direct Costs	Services By Others	Total	% of Grand Total
Task 10 - Prelim Plans / Spec / Est Updates and Re-Submittal	88	\$3,369.50	\$4,602.74		\$1,172.59	\$726.72		\$9,871.54	31.04%
Task 11 - Changes to the USACOE Permit Process	14	\$609.80	\$832.99		\$212.21		\$7,858.31	\$9,513.31	29.92%
Task 12 - Coordination with Land Acquisition Activities	12	\$531.68	\$726.27		\$185.02		\$8,929.78	\$10,372.76	32.62%
Task 13 - Stake Existing/Proposed ROW/Easements	26	\$752.40	\$1,027.78		\$261.84			\$2,042.01	6.42%
TOTALS	140	\$5,263.38	\$7,189.78	\$0.00	\$1,831.66	\$726.72	\$16,788.09	\$31,799.62	100.00%

Supplement No 1

Client Kane County Division of Transportation

Average Hourly Project Rates

Route Big Timber Road

Section _____

County Kane

Consultant Christopher B. Burke Engineering, Ltd.

Date 04/29/11

Job No. _____

Sheet 1 OF 1

PTB/Item _____

Payroll Classification	Avg Hourly Rates	Total Project Rates			Task 10 - Prelim Plans / Spec / Est Updates and Re-Submittal			Task 11 - Changes to the USACOE Permit Process			Task 12 - Coordination with Land Acquisition Activities			Task 13 - Stake Existing/Proposed ROW/Easements			Hours	% Part.	Wgtd Avg
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Principal	70.00	0																	
Engineer VI	65.75	2	1.43%	0.94	2	2.27%	1.49												
Engineer V	53.98	6	4.29%	2.31	2	2.27%	1.23	2	14.29%	7.71	2	16.67%	9.00						
Engineer IV	43.20	35	25.00%	10.80	24	27.27%	11.78	4	28.57%	12.34	6	50.00%	21.60	1	3.85%	1.66			
Engineer III	34.07	24	17.14%	5.84	24	27.27%	9.29												
Engineer I/II	26.22	0																	
Env. Res. Spec. V	49.00	8	5.71%	2.80	8	9.09%	4.45												
Env. Res. Spec. IV	38.60	0																	
Env. Res. Spec. III	33.25	0																	
Env. Res. Spec. II	25.53	0																	
Env. Res. Technician	27.30	0																	
Survey V	61.00	1	0.71%	0.44									1	3.85%	2.35				
Survey IV	42.75	2	1.43%	0.61									2	7.69%	3.29				
Survey III	40.50	2	1.43%	0.58									2	7.69%	3.12				
Survey II	25.84	10	7.14%	1.85									10	38.46%	9.94				
Survey I	22.33	10	7.14%	1.60									10	38.46%	8.59				
Cad Manager	41.88	0																	
Asst. Cad Manager	41.13	12	8.57%	3.53				8	57.14%	23.50	4	33.33%	13.71						
Cad II	34.75	20	14.29%	4.96	20	22.73%	7.90												
Cad I	21.83	0																	
Engineering Tech IV	39.97	0																	
Engineering Tech III	30.80	0																	
Engineering Tech I/II	18.63	0																	
GIS Specialist III	30.50	0																	
GIS Specialist I/II	16.50	0																	
Administrative	23.57	8	5.71%	1.35	8	9.09%	2.14												
Engineering Intern	12.67	0																	
		0																	
		0																	
		0																	
TOTALS		140	100%	\$37.60	88	100%	\$38.29	14	100%	\$43.56	12	100%	\$44.31	26	100%	\$28.94	0	0%	\$0.00



**Illinois Department
of Transportation**

**Cost Estimate of
Consultant Services
(CPFF)**

Firm Wills Burke Kelsey Associates, Ltd
 Route FAS Route 0130 (Big Timber)
 Section 01-00266-00
 County Kane
 Job No. BRM-8003(042)
 PTB & Item _____

Date 11/17/10
 Overhead Rate 128.46%
 Complexity Factor 0

DBE Drop Box	Item	Manhours (A)	Payroll (B)	Overhead & Fringe Benefits (C)	In-House Direct Costs (D)	Fixed Fee (E)	Outside Direct Costs (F)	Services By Others (G)	DBE Total (B+C+D+E+F+G)	Total (B+C+D+E+F+G)	% of Grand Total
	USACE Resubmittal - Compensatory Mitigation F	84	2,986.00	3,834.53		1,038.78				7,858.31	46.81%
	Environmental Permitting/Land Acquisition Assis	64	3,392.00	4,357.36		1,180.42				8,929.78	53.19%
TOTALS		148	6,377.00	8,191.89	0.00	2,219.20	0.00	0.00	0.00	16,788.09	100.00%

DBE 0.00%

Section
01-00266-00-BR

Project No.
BMR-8003(042)

Job No.
D-91-192-01

Name Big Timber Road Route FAS 0130 Length 1600 Ft Structure No. 045-3011
& 045-3012

Termini Over Pingree and Tyler Creeks

Detailed Scope of Services

Preliminary Plans, Specifications and Estimate Updates and Re-Submittal

As the Pre-Final Submittal to IDOT was in March 2009, IDOT requires that a new Pre-Final Submittal be made, with the plans, special provisions and estimate of cost being updated for the April 2011 target letting.

CBBEL will make these updates, provide IDOT with approximately 15 sets of 11x17 plans and special provisions, cost estimates, construction duration estimate, etc. and dispose of any comments generated by IDOT's review. CBBEL will provide KDOT with copies of the submitted items and will incorporate any comments generated by KDOT's review.

As part of this task, CBBEL will also update other Phase II forms (Clearing House renewals, JNRF, NOI documents, etc) as needed.

Direct Costs 95% Plans

Reduced Size

8 sets x 81 sheets x 3 sf/sheet x \$0.13/sf = \$ 252.72

Specs

4 sets x 200 sheets x \$0.08/ sheet = \$ 330.00

4 sets x cover/binding/ etc. at \$20.00/set = \$ 144.00

\$ 726.72

Changes to the USACOE Permit Process

The Compensatory Mitigation Rule was instituted during the design process. It required additional evaluation, plan changes, documentation and revised COE submittal. Our sub-consultant Wills Burke Kelsey Associates will provide the majority of the effort required for this task.

Coordination with Land Acquisition Activities

A number of the land acquisition activities for this project were related to the wetland and environmental permitting. This required working through COE and land owners' requirements, updating plans and documents. Our sub-consultant Wills Burke Kelsey Associates will provide the majority of the effort required for this task.

Stake Existing/Proposed Right-of-Way and Easements

CBBEL will one-time stake the existing/proposed right-of-way and easements for the project at 150 feet intervals and corners.

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>.

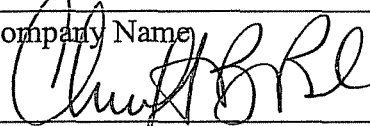
Prevailing wage rates are subject to revision monthly. The CONSULTANT acknowledges its responsibility, for payment of any applicable future adjustment thereof.

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.

Christopher B. Burke Engineering, Ltd.

Company Name



Signature of Officer of Company

Title: President

10/27/11

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

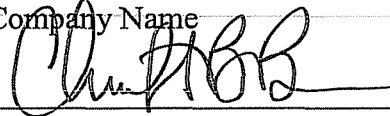
as to the intended use or purpose for which it seeks County Board or other county agency action.

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

Christopher B. Burke Engineering, Ltd.

Company Name



Signature of Officer of Company

Title: President

10/27/11

Date