



**AGENDA ITEM EXECUTIVE SUMMARY**

Title:	Recommendation to Approve Construction Engineering Services Agreement with Wills Burke Kelsey Associates for the Red Gate Road Resurfacing Project
Presenter:	Karen Young

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 01.25.2015
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council

Estimated Cost:	\$36,817.35 (City Share \$9,204.34)	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
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**Executive Summary:**

The Red Gate Road Resurfacing project includes consultant services for Construction Engineering due to the extensive construction documentation requirements for the use of Federal Funds. Staff has worked with Wills Burke Kelsey Associates on a number of Federally Funded Local Agency Functional Overlay (LAFO) projects, most recently including the Tyler Road Resurfacing and Peck Road Resurfacing Projects. The project team proposed for this project includes the same team members as the past two projects. WBK's team has extensive knowledge of both the IDOT and Federal Funding process and includes a former IDOT employee who ran this type of work for IDOT. Staff negotiated a fee for this work in the amount of \$36,817.35. The scope of work, number of hours and hourly rates are in line with previous projects of this nature and our project timeline.

The estimated breakdown of funding for the Phase 3 Construction Engineering will be as follows:

LAFO Grant	\$27,613.01
City Share	\$ 9,204.34
Total Cost	\$36,817.35

Since this project is partially funded with LAFO Federal Funding the City is required to submit a draft agreement for the Illinois Department of Transportation's (IDOT) review and approval, with the City executing the final documents approved by IDOT.

**Attachments:** *(please list)*

Construction Engineering Services Agreement for Federal Participation with Wills Burke Kelsey Associates for the Red Gate Road Resurfacing Project

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to approve Construction Engineering Services Agreement for Federal Participation in the amount of \$36,817.35 with Wills Burke Kelsey Associates for the Red Gate Road Resurfacing Project.

<i>For office use only:</i>	<i>Agenda Item Number: 4.b</i>
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Local Agency	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Construction Engineering Services Agreement For Federal Participation</b>	<b>C O N S U L T A N T</b>	Consultant
City of St. Charles				Wills Burke Kelsey Associates
County				Address
Kane				116 W Main Street, Suite 201
Section				City
16-00107-00-RS				St. Charles
Project No.	State			
M-4003(658)	Illinois			
Job No.	Zip Code			
C-91-193-16	60174			
Contact Name/Phone/E-mail Address	Contact Name/Phone/E-mail Address			
Karen Young	Vince Di Prima (630) 443-7755			
kryoung@stcharlesil.gov	vdiprima@wbkengineering.com			

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. 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.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

<b>Regional Engineer</b>	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
<b>Resident Construction Supervisor</b>	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
<b>In Responsible Charge</b>	A full time LA employee authorized to administer inherently governmental PROJECT activities
<b>Contractor</b>	Company or Companies to which the construction contract was awarded

#### Project Description

Name Red Gate Road Route FAU 2287 Length 0.49 mi Structure No. N/A

Termini Corp Limit to FAU 3887 (IL Route 31)

Description: Work includes hot-mix surface removal, resurfacing, curb repair, sidewalk repair, pavement patching and pavement marking

#### Agreement Provisions

##### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
  - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
  - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
  - c. For soils, to obtain samples and perform testing as noted below.
  - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
  - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
  - g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
  - h. Geometric control including all construction staking and construction layouts.
  - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
  - j. Measurement and computation of pay items.
  - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
  - m. Revision of contract drawings to reflect as built conditions.
  - n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
  3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
  4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
  5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the 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.
  6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
  7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
  8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
  9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
  10. 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) of this certification; 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.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
  12. 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.
  13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
  14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
  15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

**II. THE LA AGREES,**

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. 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 Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$ , or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor  
 IHDC = In House Direct Costs  
 OH = Consultant Firm's Actual Overhead Factor  
 R = Complexity Factor  
 FF=Fixed Fee  
 SBO = Services by Others

Total Compensation =  $DL + IHDC + OH + FF + SBO$

Specific Rate  (Pay per element)

Lump Sum  \_\_\_\_\_

5. 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.

6. 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.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

### III. It is Mutually Agreed,

- 1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
- 2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
- 3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that 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 this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
- 5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- 6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. 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 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, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
  - (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.
9. 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 this AGREEMENT or such other remedy as the LA deems appropriate.



**EXHIBIT A - PHASE III ENGINEERING SERVICES**

**Red Gate Road Resurfacing (LAFO)**

**Red Gate Road**

Route FAU 2287  
 Local Agency City of St. Charles  
 Section 16-00107-00-RS  
 Project M-4003(658)  
 Job No. C-91-193-16  
 Existing Structure No. 0

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

Overhead Rate (OH)	130.92 %
Complexity Factor ( R )	0.000
Calendar Days	540

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]  
 Specified Rate  (0.37 + R) DL  
 Lump Sum

Date: 1/6/2016

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

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (DLxOH)	Services by Others	In-House Direct Costs (IHDC)	Fixed Fee	Total
1 Early Coordination and Data Collection						\$ -	\$ 14.38	\$2.08	\$16.46
	Engineer IV	8.0	\$48.64	\$389.12	\$509.44			\$130.29	\$1,028.85
2 Construction Layout and Verification Of Quantities						\$ -	\$ -	\$0.00	\$0.00
	Engineer IV	8.0	\$48.64	\$389.12	\$509.44			\$130.29	\$1,028.85
3 Utility Coordination and Conflict Resolution						\$ -	\$ -	\$0.00	\$0.00
	Engineer IV	2.0	\$48.64	\$97.28	\$127.36			\$32.57	\$257.21
4 Resident Engineering Services						\$ -	\$ 230.00	\$33.35	\$263.35
	Engineer IV	200.0	\$48.64	\$9,728.00	\$12,735.90			\$3,257.27	\$25,721.17
	Engineer III	4.0	\$38.31	\$153.24	\$200.62			\$51.31	\$405.17
5 Meetings and Coordination						\$ -	\$ 14.38	\$2.08	\$16.46
	Engineer IV	14.0	\$48.64	\$680.96	\$891.51			\$228.01	\$1,800.48
6 Material Testing/Inspection/Certification/Closeout						\$ 5,543.00	\$ -	\$0.00	\$5,543.00
	Engineer IV	1.0	\$48.64	\$48.64	\$63.68			\$16.29	\$128.61
7 Administration/ Management						\$ -	\$ -	\$0.00	\$0.00
	Engineer III	6.0	\$38.31	\$229.86	\$300.93			\$76.96	\$607.75
<b>Totals</b>		243.0		\$ 11,716.22	\$ 15,338.88	\$ 5,543.00	\$ 258.75	\$ 3,960.50	\$ 36,817.35

Route FAU 2287  
 Local Agency City of St. Charles  
 Section 16-00107-00-RS  
 Project M-4003(658)  
 Job No. C-91-193-16  
 Existing Structure M-4003(658)

**WORK HOUR ESTIMATE FOR CONSULTING SERVICES**  
**EXHIBIT A - PHASE III ENGINEERING SERVICES**  
**Red Gate Road Resurfacing (LAFO)**

Description	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer II	Engineer I	Sub-Consultant Costs	In House Direct Costs
<b>1 Early Coordination and Data Collection</b>								
1.1 Preliminary Conference			1					
1.2 Review Plans and Specifications			2					
1.3 Pre-construction set-up, File setup, Job Box, Field Book, Electronic Files			4					
1.4 Initial Field Visit (Contractor Walk Through)			1					
<b>SUB-TOTAL PERCENT</b>			<b>8.0</b> 100%				<b>\$ -</b>	<b>\$ 14.38</b>
<b>2 Construction Layout and Verification Of Quantities</b>								
2.1 Survey Coordination			2					
2.2 Pavement Patching Limits			2					
2.3 Field Measurement and Quantity Verification			4					
<b>SUB-TOTAL PERCENT</b>			<b>8.0</b> 100%				<b>\$ -</b>	<b>\$ -</b>
<b>3 Utility Coordination and Conflict Resolution</b>								
3.1 Field Locate and Verify Utilities			1					
3.2 Coordinate with Utilities to Resolve Conflicts			1					
<b>SUB-TOTAL PERCENT</b>			<b>2.0</b> 100%				<b>\$ -</b>	<b>\$ -</b>
<b>4 Resident Engineering Services</b>								
4.1 Construction Observation			148					
4.2 Construction Documentation (IDR, Field Book, Letters, Memos, etc)			10					
4.3 Resident Engineering Coordination				4				
4.4 Field Measurements (non-instrument field staff)			10					
4.5 Change Orders			4					
4.6 Pay Estimates			8					
4.7 Final Quantity Determination			2					
4.8 Final Inspection			2					
4.9 Final Papers			4					
4.10 Traffic Control Inspections			4					
4.11 Weekly Reports to IDOT			4					
4.12 Punchlist and Closure			4					
<b>SUB-TOTAL PERCENT</b>			<b>204.0</b> 98%	<b>4.0</b> 2%			<b>\$ -</b>	<b>\$ 230.00</b>
<b>5 Meetings and Coordination</b>								
5.1 IDOT Preconstruction Meeting (1 Meeting)			3					
5.2 Weekly Contractor Coordination Meetings (Assume 4 Meetings - 0.5 hrs/mtg)			2					
5.3 Local Agency Meetings (Assume 1 Meetings-1hrs/mtg)			1					
5.4 Special Utility Coordination Meeting (Assume 1 Meeting)			1					
5.5 IDOT Documentation Audits and Resolutions (Assume 2 Meetings-2hrs/mtg)			4					
5.6 Prepare Meeting Minutes and Technical Memos (Assume 6 Meetings-0.5 hr/mtg)			3					
<b>SUB-TOTAL PERCENT</b>			<b>14.0</b> 100%				<b>\$ -</b>	<b>\$ 14.38</b>
<b>6 Material Testing/Inspection/Certification/Closeout</b>								
6.1 Coordination Testing Subconsultant for QA Testing			1					
6.2 QA Testing Per IDOT Requirements (Testing Service Corporation)							\$ 5,543.00	
<b>SUB-TOTAL PERCENT</b>			<b>1.0</b> 100%				<b>\$ 5,543.00</b>	<b>\$ -</b>
<b>7 Administration/ Management</b>								
7.1 Project Administrative Set-up				1				
7.2 Scope of Work Reviews & Schedule Monitoring				1				
7.3 Budget Control & Manpower planning				1				
7.4 Project team meetings (internal)				1				
7.5 Contract Administration				1				
7.6 General Administration				1				
<b>SUB-TOTAL PERCENT</b>			<b>6.0</b> 100%	<b>6.0</b> 100%			<b>\$ -</b>	<b>\$ -</b>
<b>TOTALS PERCENT</b>			<b>243.0</b> 96%	<b>233.0</b> 96%	<b>10.0</b> 4%		<b>\$ 5,543.00</b>	<b>\$ 258.75</b>

**Local Agency** City of St. Charles  
**Section** 16-00107-00-RS  
**Project** M-4003(658)  
**Job No.** C-91-193-16  
**Existing Struc** 0

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

ITEM	UNITS	UNIT COST	TASK 1		TASK 2		TASK 3	
			QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
<b>DIRECT COSTS</b>								
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Travel Mileage	DAY	\$45.00		\$0.00		\$0.00		\$0.00
Travel Mileage	MILE	\$0.575	25	\$14.38		\$0.00		\$0.00
24 x 36 BW Bond Sheets	SHEET	\$0.66		\$0.00		\$0.00		\$0.00
24 x 36 Color Bond Sheets	SHEET	\$21.00		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$13.50		\$0.00		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$33.00		\$0.00		\$0.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.20		\$0.00		\$0.00		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.25		\$0.00		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.15		\$0.00		\$0.00		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.25		\$0.00		\$0.00		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00		\$0.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00		\$0.00		\$0.00
Public Notice (News Paper)	UNIT	\$350.00		\$0.00		\$0.00		\$0.00
Survey Equipment (Per Week)	UNIT	\$700.00		\$0.00		\$0.00		\$0.00
Specialty Equipment	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Permit Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Plan/Inspection Review Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Recording Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Title Commitments	EACH	\$400.00		\$0.00		\$0.00		\$0.00
Phase I Archeological Survey	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Special Waste Radius Report	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
<b>Sub-Totals</b>				<b>\$14.38</b>		<b>\$0.00</b>		<b>\$0.00</b>

**Local Agency** City of St. Charles  
**Section** 16-00107-00-RS  
**Project** M-4003(658)  
**Job No.** C-91-193-16  
**Existing Struc** 0

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

ITEM	UNITS	UNIT COST	TASK 4 Resident Engineering Services		TASK 5 Meetings and Coordination		TASK 6 Material Testing/Inspection/Certific ation/Closeout	
			QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
<b>DIRECT COSTS</b>								
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Travel Mileage	DAY	\$45.00		\$0.00		\$0.00		\$0.00
Travel Mileage	MILE	\$0.575	400	\$230.00	25	\$14.38		\$0.00
24 x 36 BW Bond Sheets	SHEET	\$0.66		\$0.00		\$0.00		\$0.00
24 x 36 Color Bond Sheets	SHEET	\$21.00		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$13.50		\$0.00		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$33.00		\$0.00		\$0.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.20		\$0.00		\$0.00		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.25		\$0.00		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.15		\$0.00		\$0.00		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.25		\$0.00		\$0.00		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00		\$0.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00		\$0.00		\$0.00
Public Notice (News Paper)	UNIT	\$350.00		\$0.00		\$0.00		\$0.00
Survey Equipment (Per Week)	UNIT	\$700.00		\$0.00		\$0.00		\$0.00
Specialty Equipment	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Permit Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Plan/Inspection Review Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Recording Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Title Commitments	EACH	\$400.00		\$0.00		\$0.00		\$0.00
Phase I Archeological Survey	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Special Waste Radius Report	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
<b>Sub-Totals</b>				<b>\$230.00</b>		<b>\$14.38</b>		<b>\$0.00</b>

**Local Agency** City of St. Charles  
**Section** 16-00107-00-RS  
**Project** M-4003(658)  
**Job No.** C-91-193-16  
**Existing Struc** 0

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

			TASK 7	
			Administration/ Management	
ITEM	UNITS	UNIT COST	QUANT.	TOTAL COST
<b>DIRECT COSTS</b>				
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00
Travel Mileage	DAY	\$45.00		\$0.00
Travel Mileage	MILE	\$0.575		\$0.00
24 x 36 BW Bond Sheets	SHEET	\$0.66		\$0.00
24 x 36 Color Bond Sheets	SHEET	\$21.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$13.50		\$0.00
24 x 36 Display Boards	EACH	\$33.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.20		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.25		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.15		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.25		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00
Public Notice (News Paper)	UNIT	\$350.00		\$0.00
Survey Equipment (Per Week)	UNIT	\$700.00		\$0.00
Specialty Equipment	UNIT	\$1.00		\$0.00
Permit Fees	UNIT	\$1.00		\$0.00
Plan/Inspection Review Fees	UNIT	\$1.00		\$0.00
Recording Fees	UNIT	\$1.00		\$0.00
Title Commitments	EACH	\$400.00		\$0.00
Phase I Archeological Survey	UNIT	\$1.00		\$0.00
Special Waste Radius Report	UNIT	\$1.00		\$0.00
<b>Sub-Totals</b>				<b>\$0.00</b>





Local Agency: City of St. Charles, Kane County, Illinois  
Location: Red Gate Road – Corporate Limit to FAU 3887 (IL Route 31)  
Section No.: 16-00107-00-RS  
Project No.: M-4003(658)  
Job No.: C-91-193-16  
Type of Funding: LAFO  
Existing Structure No.: N/A

## Scope of Service

### PHASE III ENGINEERING SERVICES FOR THE RED GATE ROAD RESURFACING (LAFO)

The City of St. Charles, Illinois has initiated a project requiring professional engineering services by Wills Burke Kelsey Associates (WBK) for the performance of Phase III (Construction) Engineering for improvements on Red Gate Road from the City Corporate Limits to FAU 3887 (IL Route 31).

The following scope has been prepared based on the City of St. Charles and Illinois Department of Transportation policies and procedures for construction supervision and documentation.

#### UNDERSTANDING OF THE PROJECT

**Proposed Work.** The project will include the resurfacing of existing Red Gate Road from the City Corporate Limits to FAU 3887 (IL Route 31), a distance of approximately 0.49 miles. The work will include hot-mix asphalt surface removal and resurfacing, curb repair, sidewalk repair, pavement patching, area reflective crack control, minor grading and shaping, and thermoplastic pavement markings.

**Contract Duration.** This project is scheduled to be on the April 22, 2016 letting with an anticipated construction start around July 5, 2016. The contract completion date is August 5, 2016 with five (5) additional working days to complete all punch list items.

*Labor Force for Construction Year 2016.* For man-power scheduling and estimating purposes, we are assuming that the Contractor will start work near the beginning of July 2016 and generally work a five-day work week (Mon.-Fri.) and approximately 50% of the Saturdays within the time frame of construction (9 hour work days excluding Sunday or holidays). It is assumed, based on the scope of the project that construction will take about 4 weeks and will be substantially complete including punch list items on or before August 12, 2016 and final documentation and closeout with IDOT on or before December 30, 2016. It is assumed the entire project duration will be staffed with one (1) full time field personnel consisting of the Resident Engineer and part-time supplemental supporting staff (i.e.: Field Technician, Administration/Clerical, etc.).

**General Requirements.** None of the services to be furnished shall be sublet, assigned, or transferred to any other party or parties without the written consent of the City. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished shall not be construed to relieve the consultant of any responsibility for the fulfillment of this agreement.

The consultant shall submit invoices, based on the consultant's progress reports, to the City no more than once a month for partial payment on account for the consultants work completed to date. Such invoices shall represent the value, to the City of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.

**Summary.** The Scope of Services for the Phase III Engineering involves a comprehensive effort to provide field inspection to assure the project completion is in accordance with the contract documents and plans. Included in this Phase III scope will be Quality Assurance Testing of materials, field inspection and documentation of work and quantities, Contractor coordination, preparation and submittal of cost estimates and change orders, final processing and documentation of measured quantities.

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

**Preliminary Conference.** Meet with City of St. Charles Staff to discuss the goals and objectives of the project.

**Review of Existing Data.** Resident Engineer will review of plans, specifications, and contract documents.

**Project Set-up.** Pre-construction set-up, which includes file and document organization, prepare hard and electronic files such as pay request, IDR, weekly report, change order, traffic control, material inspection, quantity documentation and erosion control report forms and other files and forms required by the City of St. Charles and IDOT.

**Contractor Walk Through.** Attend a site visit and walk through with the Contractor to review all existing conditions.

#### **TASK II - CONSTRUCTION LAYOUT AND VERIFICATION OF QUANTITIES**

**Survey Coordination.** Coordinate the marking of street centerline stationing and marking of the removal limits for sidewalk, curb and driveways by City of St. Charles personnel.

**Pavement Patching Limits.** The Resident shall determine and mark the location of pavement patches and shall coordinate with the City of St. Charles for approval of the pavement patching locations. The Resident shall document the patching limits in a field book.

**Field Measurements and Quantity Verification.** The Resident and/or the staff shall use standard survey methods and measuring techniques in the preparation of quantity verification, which will include, but not limited to, taping lineal foot items such as curbs, area measurement such as pavement patching and sidewalk and pavements and weight measures such as hot-mix asphalt. These measurements are required as part of the IDOT documentation process for final payment.

### **TASK III - UTILITY COORDINATION AND CONFLICT RESOLUTION**

**Verify Utilities.** The Resident Engineer will be responsible for reviewing the utility locates and verifying the locations to the plans prior to the start of the construction.

**Coordination with Utility Companies.** Although the Resident Engineer is not responsible for the utilities, the Resident Engineer will assist the Contractor and the City of St. Charles in the coordination of utility conflicts, adjustments, and relocations.

### **TASK IV - RESIDENT ENGINEERING SERVICES**

Wills Burke Kelsey Associates will provide Resident Engineering personnel to perform continuous construction observation of the Contractor's operations for compliance with the plans, specifications, and contract documents.

Resident Engineer. The Resident Engineer will be responsible for observing the project, managing the support staff and the following contractual items of work:

- Complete all documentation required by IDOT Policy.
- Assign and schedule all field and material inspection and must maintain daily contact with the Contractor's personnel to proficiently provide the engineering services necessary for the Contractor's continued progress.
- Direct client contact on project related issues.
- Observe and document traffic control.
- Observe daily construction observation for compliance to the plans and specifications.
- Coordinate daily with Contractor on work and schedule.
- Manage and quality control of construction engineering staff.
- Maintain daily record of Contractor's activities.
- Prepare and submit all partial and final payment estimates, change orders, records, certifications, documentation, and reports.
- Prepare and submit all partial and final material documentation in accordance with IDOT MISTIC system.
- Conduct project meetings (as required).
- Evaluate and provide engineering solutions to solve construction conflicts.
- Punch list and closure.
- Final documentation, IDOT audit and project closeout with the St. Charles and IDOT.
- Coordinate all sub-consultant activities.
- Maintain project status to the City which may be included on the City's website.
- Maintain a daily record of the Contractor's activities throughout construction including sufficient information to permit verification of the nature and costs of changes in plans and authorized extra work.
- Engineering services shall include all equipment, instruments, supplies, transportation, and personnel required to perform the duties of the resident engineer.
- Furnish the services herein within twenty-four hours of notification by the City or authorized representative.
- Attend meetings and visit the site at any reasonable time when requested to do so by representatives of the City or IDOT.
- Inspect, document, and inform the City of the adequacy of the establishment and maintenance of the traffic control.

**Staff Engineer, Inspector, Technician, and Clerk.** This estimate assumes that a staff engineer, inspector, technician or a clerk may be required part time to assist the Resident Engineer in the field and in the office with the following contractual items of work:

- Support Resident Engineer in daily tasks.
- Provide construction observation and inspection activities.
- Measurement and computation of pay items and quantities.
- Typing and distribution of meeting minutes, reports and change orders.

## **TASK V - MEETINGS AND COORDINATION**

**Pre-Construction Meeting.** Prior to the start of construction, it is assumed that IDOT will arrange a pre-construction meeting. All personnel involved with the project, including all necessary utility representatives, Contractor's personnel, construction supervision personnel, local agency representatives, and City of St. Charles staff shall be requested to attend. The Resident Engineer shall be required to provide agenda, attend the meeting, and take meeting minutes to be submitted to IDOT and the City of St. Charles with copies sent to all other attendees no later than 7 days after the date of the pre-construction conference. (Assume 1 meeting)

**Weekly Construction Meetings.** Weekly coordination meetings shall be scheduled and coordinated by the Resident Engineer. These meetings shall be for the purpose of coordinating construction activities for the upcoming week, and any other important issues that may arise. (Assume 4 meetings)

**Local Agency Information Meetings.** Local Agency meetings including businesses, residents and interested groups will be coordinated by the Resident Engineer. These meetings shall be for providing information related to construction issues, budget, scheduling, and other important issues that may arise regarding work within the project limits. These meetings will be held on an as need basis. (Assume 1 meetings)

**Utility Coordination Meeting.** Utility coordination meeting shall be scheduled and coordinated by the Resident Engineer. This meeting shall be for coordinating the scheduling of construction activities in conjunction with utility relocations and adjustments. The meetings may be required when conflict between the utility and the proposed improvement require cooperative effort and alternative engineering design and plan revisions. (Assume 1 meeting)

**IDOT Audits.** These meetings are required and scheduled by IDOT. The meeting is required by IDOT to periodically review contract documents and material certifications for completeness in accordance with IDOT policies. The Resident Engineer will be required to attend the audits and provide corrections to all deficiencies (Assume 2 meetings).

**Meeting Minutes.** The Resident Engineer shall be required to attend, run, and provide meeting minutes to be submitted to the City of St. Charles, IDOT, and/or other agencies in attendance no later than 7 days after the date of the coordination meeting. (Assume 6 meetings)

## **TASK VI – MATERIAL TESTING/INSPECTION/CERTIFICATION/CLOSEOUT**

The Contractor will be required to provide the Quality Control (QC) testing required by the plans and specifications. The Phase III Engineering Services will be required to provide the

subsequent Quality Assurance (QA) testing. The testing requirements and frequency of testing will be as required and outlined in the IDOT Manual for Materials Testing Inspection and Procedures.

**Quality Assurance Testing.** An outside geotechnical/testing firm will be utilized to provide the Quality Assurance testing required by IDOT and will be responsible for, but not limited to, the following contractual items of work:

- Concrete field and plant inspections that include: testing of concrete mixtures and completion/ submission of reports needed, transporting and testing of concrete cylinders and reporting results.
- HMA field and plant inspections that include: testing of hot mix asphalt mixtures and completion/ submission of reports needed reporting results.
- Aggregate and subgrade soils sampling and testing.
- Quality assurance of materials and enforcement of the contract provisions through the Resident Engineer.
- Preparation and submittal of material records, documentation and reports as needed.

The man-hour estimate includes hours to schedule and coordinate the geotechnical work and field activities. Testing Service Corporation will perform the Quality Assurance testing. The complete Scope of Services is included in the attached Testing Service Corporation proposal for material engineering services.

The review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

## **TASK VII - PROJECT ADMINISTRATION/MANAGEMENT**

An individual with extensive engineering design and construction experience will be assigned the dual role of Project Manager / Project Engineer. This individual will be responsible for the following contractual items of work:

- Ongoing consultation with project staff.
- Quality assurance of field-testing of materials.
- Quality assurances of construction work in progress and the enforcement of the contract provisions.
- Quality assurance of all project reports, pay estimates, change orders, records, documentation, and reports.
- Attend conferences and job site meetings as needed.
- Occasional job site visits.
- Project closeout review and guidance.
- Provide guidance and resolution to construction issues.



**Illinois Department  
of Transportation**

**Local Public Agency Resident  
Construction Supervisor/ In  
Responsible Charge**

Deputy Director Division of Highways  
Regional Engineer  
Department of Transportation  
201 West Center Court  
Schaumburg, Illinois 60196-1096

County Kane  
Municipality City of St. Charles  
Section 16-00107-00-RS  
Route FAU.22B7.(Red Gate Road)  
Contract No. \_\_\_\_\_  
Job No. C-91-193-16  
Project M-4003(65B)

- I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.
- I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

\_\_\_\_\_  
Date Signature and Title (for the Local Public Agency)

Christopher Brazas  
Applicants Name (Type or Print)

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.

**For Consultants:** I certify that my firm is prequalified in Construction Inspection and my Documentation of Contract Quantities certificate number is 14-0149.

Chris graduated from the University of Purdue with a Bachelor Degree in Civil Engineering and has a Masters of Science from the University of Illinois at Chicago in Civil and Environmental Engineering. He has 30+ years of experience in the field of civil engineering with a concentration in construction observation and oversight. He is responsible for administrating construction meetings, representing local government agencies with field inspections / observations, and project close out. The tasks related to this work include conducting and organizing pre-construction meetings, construction documentation including inspection reports and photo observation reports, and reviewing project quantities and pay items.

1/14/2016 Christopher Brazas Resident Engineer  
Date Signature of Applicant Job Title of Applicant

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Approved \_\_\_\_\_  
Date Deputy Director Division of Highways Regional Engineer

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets  
Engineer of Construction, Central Bureau of Construction  
Resident Construction Supervisor  
Local Public Agency

January 6, 2016



TESTING SERVICE CORPORATION

*Corporate Office*

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

Mr. Vince Di Prima  
Wills Burke Kelsey Associates, Ltd.  
116 West Main Street Suite 201  
St. Charles, IL 60174-1854

RE: P.N. 56,152  
Construction Material Engineering  
Red Gate Road - FAU 2287  
Section 16-00107-00-RS  
St. Charles, IL

Dear Mr. Di Prima:

Per your request, Testing Service Corporation (TSC) is pleased to submit this proposal to provide the Construction Materials Engineering Services that will be requested by you for the above referenced project. The broad objectives of our work will be to conduct and interpret tests and report our findings as directed by Wills Burke Kelsey Associates, Ltd.

TSC is staffed and equipped to provide any of the following services that may be ordered by you:

- **Field Quality Control Services**
  - Observe proof-rolling operations.
  - Recommend amount of undercut using IDOT cone penetrometer procedure.
  - Perform in-place density tests on engineered fill/backfill and granular base course
  - Test plastic concrete for slump, air content, temperature, unit weight and cast test cylinders.
  - Establish rolling pattern for bituminous concrete pavement mix with nuclear density gauge.
  - Pickup samples in the field for laboratory tests.
- **Bituminous Concrete Batch Plant Quality Control Services**
  - Daily hot bin and extraction analysis.
  - Sampling and testing of stockpile materials.
  - Check and adjust mixing formulas, as necessary.
  - Check temperatures of bitumen, drum and final mix.
  - Mold Marshall samples and check for stability and flow or determine density of Prepared (HMA) specimen by means of Gyratory Compactor.
  - Other tests as required by current IDOT procedures guide.
- **Portland Cement Concrete Batch Plant Quality Control Services**
  - Verify that current IDOT mix design is being used.
  - Check moisture content of fine aggregate.
  - Perform sieve analysis on stockpiled materials, as required by IDOT criteria.
  - Check the slump, air and temperature of final mix.
  - Other tests, as required by current IDOT procedure guide.
- **Laboratory**
  - Perform laboratory compaction curve for each soil type used.
  - Determine density and thickness for core samples submitted by contractor.
  - Aggregate gradation and soundness analysis.
  - Perform compressive and flexural strength tests for concrete cylinders and beams.
  - Other tests, as required.

- **QA Manager Services**

- Review test results performed by our technicians in accordance with IDOT specification
- Monitor and schedule site visits to test 20% of the total quantities for HMA and PCC mixes
- Complete the necessary paperwork for PCC and HMA testing and electronically submit them to IDOT and your office.

TSC's field technicians are represented by Local 150 of the International Union of Operating Engineers. Supervision of the testing, observation and reporting is provided by a Registered Professional Engineer. Reports will generally be issued on a weekly basis as work progresses. Invoices will be issued monthly, subsequent to the reporting period.

A budget amount of Five Thousand Five Hundred Forty Three Dollars (\$5,543.00) is recommended for your project. This estimate is based on a review of plans and specifications provided by Wills Burke Kelsey Associates, Ltd. and prior experience on similar projects. TSC's itemized estimate is included in the "Assumptions and Estimated Fee" portion of this proposal. Factors such as weather, contractor efficiency and deviations from minimum testing and observation requirements may significantly impact the CME budget. Our fee is further subject to this proposal being accepted by you on or before December 31, 2016.

The Services performed by TSC under this proposal are subject to prevailing wage regulations under Illinois law. Prevailing wage rates are established in June by the State of Illinois. Should the established wage be changed between the time of this proposal and the time of work, it will be necessary to revise this proposal so that the rates required by law are properly reflected. Prevailing wage categories are defined as follows:

Material Tester I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Material Tester II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete and concrete and asphalt batch plants, adjusting proportions of bituminous mixtures.

TSC's fees include TSC's services being performed subject to the attached General Conditions which are incorporated herein. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. Vince Di Prima  
Wills Burke Kelsey Associates, Ltd.  
116 West Main Street Suite 201  
St. Charles, IL 60174-1854  
Tel: (630) 443-7755  
Fax: (630) 443-0533  
email: [vdiprima@wbkengineering.com](mailto:vdiprima@wbkengineering.com)

When completing the attached project data form, kindly indicate who is to receive copies of TSC's report and other project data.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully Submitted

TESTING SERVICE CORPORATION



Thomas J. Morris, P.E.  
President

TJM:MDB:kw

Enc: General Conditions  
Project Data Sheet

Prepared By,



Michael D. Billings  
Vice President

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

\_\_\_\_\_

(NAME)

\_\_\_\_\_

(TITLE)

\_\_\_\_\_

(DATE)

**SCHEDULE OF CHARGES**

ITEM I     FIELD SERVICES

- |                                    |                        |
|------------------------------------|------------------------|
| A. Material Tester I               | Per Hour:    \$ 112.50 |
| B. Material Tester II              | Per Hour:    \$ 125.00 |
| C. IDOT QC/QA Level III BIT or PCC | Per Hour:    \$ 125.00 |

CME Technician classification includes IDOT BIT/PCC and QC/QA Certified Technicians. The time is portal-to-portal from the office servicing the project. Increase hourly rate by 1.4 for over 8.0 hours per day or Saturday . Increase hourly rate by 1.8 for Sunday or Holiday work. The minimum trip charge for 0 to 4 hours is four (4) hours and for 4 to 8 hours is eight (8) hours Monday through Friday and eight (8) hours on Saturday and Sunday.

Engineering services for summary report preparation are invoiced at the Graduate Engineer Rate.

- |  |                         |
|--|-------------------------|
| D. Transportation, Light Vehicle         | Per Mile:    \$    0.60 |
| E. Use of Nuclear Moisture/Density Gauge | Per Day:    \$ 35.00    |
| F. Pickup Concrete Test Samples          | Per Trip:    \$ 90.00   |

ITEM II     LABORATORY SERVICES

- |  |                    |
|--|--------------------|
| A. Soils   |                    |
| 1. Compaction Curve to establish the maximum dry unit weight and optimum water content |                    |
| a. Modified (AASHTO T180, ASTM D1557)  | Each:    \$ 190.00 |
| b. Standard( AASHTO T99, ASTM D698)  | Each:    \$ 180.00 |
| c. Add for Methods B, C, or D  | Each:    \$ 18.00  |
| 2. Thin-Walled Tube Samples  |                    |
| a. Combined Water Content & Dry Unit Weight Determination                              | Each:    \$ 18.00  |
| b. Unconfined Compressive Strength   | Each:    \$ 12.00  |
| B. Portland Cement Concrete/Aggregates   |                    |
| 1. Concrete Test Cylinders (6"x12")  |                    |
| a. Compressive Strength  | Each:    \$ 17.50  |
| b. Spares/Handling Charge  | Each:    \$ 17.50  |
| c. Trim End of Specimen When Necessary   | Each:    \$ 30.00  |
| 2. Concrete Test Cylinders (4"x8")   |                    |

a. Compressive Strength	Each:	\$ 17.50
b. Spares/Handling Charge	Each:	\$ 17.50
c. Trim End of Specimen When Necessary	Each:	\$ 30.00
3. Sieve Analysis		
a. Unwashed	Each:	\$ 68.50
b. Washed	Each:	\$ 90.00
C. Bituminous Concrete		
1. Extraction Analysis		
a. Unwashed	Each:	\$ 185.00
b. Washed	Each:	\$ 205.00
2. Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two	\$ 185.00
3. Theoretical Maximum Specific Gravity of Paving Mixture	Each:	\$ 90.00
4. Calibration of Ignition Oven for Asphalt Content by IDOT Methods:	Each:	\$ 650.00
5. Determining Asphalt Content by Ignition Oven:	Each:	\$ 100.00
6. Determining Asphalt Content by Ignition Oven and Washed Gradation:	Each:	\$ 175.00
7. Bulk Density of Core Specimens	Each:	\$ 45.00

ITEM III CONSULTATION AND REPORT PREPARATION

A. Registered Professional Engineer, Principal	Per Hour:	\$ 200.00
B. Registered Professional Engineer	Per Hour:	\$ 160.00
C. Graduate Civil Engineer	Per Hour:	\$ 140.00
D. Transportation		
1. Light Vehicle	Per Mile:	\$ 0.60
2. Public Transportation		Cost + 10%

The above rates are valid through December 31, 2016.

### ASSUMPTIONS & ESTIMATED FEE

The following estimate is based on review of materials quantities provided by the Wills Burke Kelsey Associates, Ltd. and the Illinois Department of Transportation's Project Procedures Guide. At the time this estimate was prepared the contractor's schedule was not available. The unit prices used below are based on our current cost structure.

<b>Portland Cement Concrete/Field</b>					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	8.0	112.50	\$ 900.00
2	Travel, Material Tester I	Hour		146.25	\$ 0.00
3	Travel, Light Vehicle	Mile	60	0.60	\$ 36.00
4	Pickup Test Samples	Each	2	90.00	\$ 180.00
5	Concrete Test Cylinders (6"x 12")	Each	8	17.50	\$ 140.00
6	Concrete Test Cylinders (4"x 8")	Each		17.50	\$ 0.00
7	Sieve Analysis, Unwashed	Each		68.50	\$ 0.00
<b>Sub-Total:</b>					<b>\$ 1,256.00</b>

Estimate Basis: Two site visits to test and sample concrete placed for sidewalks (1 trip), and combination curb and gutter (1 trip).

<b>Bituminous Concrete/Field</b>					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	24.0	112.50	\$ 2,700.00
2	Travel, Material Tester I	Hour		146.25	\$ 0.00
3	Travel, Light Vehicle	Mile	120	0.60	\$ 72.00
4	Pickup Test Samples	Each		90.00	\$ 0.00
5	Nuclear Moisture Density Gauge	Day	4	35.00	\$ 140.00
6	Density of Core Sample	Each	15	45.00	\$ 675.00
<b>Sub-Total:</b>					<b>\$ 3,587.00</b>

Estimate Basis: Four site visits to monitor the compaction of HMA mixes placed for Class D patches (1 trip), leveling binder (1 trip), N50 surface (1 trip), and N70 surface (1 trip) mixes. Two plant visits to pick up core samples for density determinations.

Project Coordination & Report Preparation					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Project Engineer	Hour	5	140.00	\$ 700.00
2	QA Manager	Hour	0	100.00	\$ 0.00
Sub-Total:					\$ 700.00

TSC's base fee schedule includes up to three copies of each report.

**Estimated Total:    \$       5,543.00**

**RECOMMENDED BUDGET:   \$       5,543.00**



## TESTING SERVICE CORPORATION

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

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

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

**4. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.

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

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

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

perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

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

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

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

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

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

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

# GENERAL CONDITIONS

## Geotechnical and Construction Services

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

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

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

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



TESTING SERVICE CORPORATION

Project Data Sheet

General Information:

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

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

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

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

E-Mail: \_\_\_\_\_

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

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

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

E-Mail: \_\_\_\_\_

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

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

Send Invoice To:

Purchase Order Number: \_\_\_\_\_

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

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

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

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

E-Mail: \_\_\_\_\_

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

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

Important Notes:

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

Completed By:

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

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

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

Distribute Reports as Follows:

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

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

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

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

E-Mail: \_\_\_\_\_

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

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

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

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

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

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