LOCAL AGENCY		CONSULTANT	
Municipality: McHenry County	Illinois Department of Transportation		Name: S.T.A.T.E. Testing, LLC
Township:	**Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds**		Address: 570 Rock Road Unit K
County: McHenry			City: East Dundee
Section: 13-00419-00-ES			State: Illinois

THIS AGREEMENT is made and entered into this 26th day of April , 2013 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Various Route Various Length Variou KM( ) Miles)(Structure No.)

Termini

Description
Construction Material Testing services for FY2013 construction season with total compensation not to exceed $200,000 in accordance with standard rates and fees, and scope of services included herein.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:

   a. ☐ Make such detailed surveys as are necessary for the preparation of detailed roadway plans.

   b. ☐ Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.

   c. ☒ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.

   d. ☐ 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.

   e. ☐ Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.

   f. ☐ Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

   Note Four copies to be submitted to the Regional Engineer

g. ☐ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

h. ☐ Furnish the LA with survey and drafts in quadruplicate of 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.

i. ☐ Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.

j. ☒ Furnish or cause to be furnished:

(1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
(2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
(3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
(4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
(5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.

k. ☐ Furnish or cause to be furnished

(1) A resident engineer, inspectors and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
   a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
   b. Establishment and setting of lines and grades.
   c. 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.
   d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
   e. Revision of contract drawings to reflect as built conditions.
   f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the SECTION and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.

7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him

and will show his professional seal where such is required by law.

8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

   a ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.

   b. ☐ A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

   Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees
Under $50,000	See Attached Rate Sheet (see note)
	_____ %
	_____ %
	_____ %
	_____ %
	_____ %

   Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee	**Hourly Rate**
Principal Engineer	See Attached Rate Sheet
Resident Engineer	
Chief of Party	
Instrument Man	
Rodmen	
Inspectors	

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 1/1/2014 . In event the services of the ENGINEER extend beyond 1/1/2014 , the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:

   a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
   b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
   c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
   d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

   By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER
   for his actual costs plus NA percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.

5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus NA percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.

6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.

It is Mutually Agreed,

1. That any difference 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.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.

3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

_____ of the
(Municipality/Township/County)

ATTEST:

By _____

_____ Clerk

(Seal)

State of Illinois, acting by and through its

_____ ,

By _____

Title:

Executed by the ENGINEER:

_____

Jay J. Behnke

ATTEST:

By

_____

Title: Vice President

_____

Title: President

Approved

_____
Date
Department of Transportation

_____
Regional Engineer

STANDARD RATES & FEES
S.T.A.T.E. Testing, LLC
2013 Season

BITUMINOUS MATERIALS LABORATORY SERVICES *	2013 Standard
COMPLETE IDOT HMA MIX DESIGN	$7,370
COMPLETE ISHTA HMAMIX DESIGN (W/Bailey Method VMA)	$8,500
COMPLETE SMA ISHTA MIX DESIGN	$10,500
HMA/SMA DESIGN MIX VERIFICATION (ONE-POINT)	$1,980
HMA/SMA DESIGN MIX VERIFICATION (W/Bailey Method VMA)(ONE-POINT)	$2,500
TENSILE STRENGTH RATIO (T.S.R.) (ASTM D 4867) *MARSHALL MIX DESIGN*	$635
TENSILE STRENGTH RATION (TSR) *HMA MIX DESIGN*	$845
BULK SPECIFIC GRAVITY (Gmb, or "d") GYRATORY SPECIMEN (AVG. OF 2)	$415
HMA AND SMA – MAXIMUM SPECIFIC GRAVITY(Gmm)	$165
EXTRACTION (REFLUX) WITH WASHED GRAD. (ASTM D 2172,C 136)	$300
EXTRACTION (IGNITION BURN WITH WASHED (ASTM D 2172,C 136)	$225
EXTRACTION (CENTRIFUGE) WITH WASHED GRAD. W/MOISTURE CORR. (ASTM C-566 & D-146)	$495
HMA – MAXIMUM SPECIFIC GRAVITY(Gmm)-*one test* & BULK SPECIFIC GRAVITY (Gmb)-*Avg. of 2*	$550
STABILITY AND FLOW (AVG. OF 3) (ASTM 1559, D 2726)	$385
PAVEMENT ANALYSIS – SINGLE CORE(4") W/SAW CUTTING (ASTM D 2726)	$60
PAVEMENT ANALYSIS – SINGLE CORE(6") W/SAW CUTTING (ASTM D 2726)	$60 *$60*
HMA PRODUCTION MIX VERIFICATION*	
(Includes: Reflux Extraction, Gmm, Gmb)	$800
(Includes: Ignition Extraction, Gmm, Gmb)	$725
NUCLEAR CORRELATION UP TO 4 GAUGES	$550
-ADDITIONAL GAUGES (EACH)	$55
-LINEAR REGRESSION OF CORES (15 CORES/$25 EACH)	$715
INVESTIGATIVE CORING – (INCLUDES ON-SITE CUTTING, DELIVERY TO LAB, UP TO 4 HOURS)	$990
RENTAL OF GYRATORY COMPACTOR PER DAY	$550
CORE ANALYSIS, 6"-EACH CORE (DENSITY & REFLUX)	$495
ALL BUSTED MIX DESIGNS	
MODIFIED AASHTO T324 (Hamburg Wheel). With Sample Prep	$1,750
MODIFIED AASHTO T324 (Hamburg Wheel). Test Only	$1,250
MODIFIED AASHTO T324 (Hamburg Wheel). With Core Samples	$1,400
MODIFIED AASHTO T324 (Hamburg Wheel). Prepare Specimens for IDOT Testing	$1,000

STANDARD RATES & FEES
S.T.A.T.E. Testing, LLC
2013 Season

	2013
AGGREGATE LABORATORY SERVICES	
DRY GRADATION (ASTM C 136)	$95
WASHED GRADATION (ASTM C 136)	$135
SPECIFIC GRAVITY AND ABSORPTION (ASTM C 127, C 128)	$220
MOISTURE CONTENT	$70
MINERAL FILLER GRADATION (ASTM D 546)	$119
PGE TESTING (Washed Gradation)	$255
PGE TESTING (Dry Gradation)	$205
AGGREGATE LABORATORY SERVICES(Cont)	
LOS ANGELES ABRASION (ASTM C 131)	$198
FIVE CYCLE SOUNDNESS	
SODIUM SULFATE (ASTM C 88)	$495
UNCOMPACTED VOID CONTENT (*fine aggregate angularity*)(ASTM C 1252)	$131
FLAT AND ELONGATED PARTICLES (ASTM D4791)	$135
SAND EQUIVALENT (ASTM D 2419)	$130
FRACTURED PARTICLES *(coarse aggregate angularity)*(ASTM D 5821)	$130
AGGREGATE ABSORPTION (AVG. OF 3) (ASTM C 566)	$130
UNIT WEIGHT (ASTM C 29)	$95
DELETERIOUS COUNT	$130
PORTLAND CONCRETE LABORATORY SERVICES *	
COMPRESSIVE STRENGTH OF CYLINDERS (ASTM C 39) WITH CURE TIME UP TO 28 DAYS-S.T.A.T.E. Testing made	$21.00
COMPRESSIVE STRENGTH OF CYLINDERS (ASTM C 39) WITH CURE TIME UP TO 28 DAYS-non-S.T.A.T.E. Testing made	$30
FLEXURAL STRENGTH OF BEAMS WITH (ASTM C 293) IL. MODIFIED SINGLE POINT LOADING	$55
FLEXURAL STRENGTH OF BEAMS WITH (ASTM C 78) ASTM THREE POINT LOADING	$66
SULFUR CAPPING	$65
NON-DESTRUCTIVE TEST-SCHMIDT HAMMER (ASTM C-684) *Up to 3 locations*	$550
HIGH STRENGTH/HIGH PERFORMANCE CYLINDERS/WITH HIGH STRENGTH PADS	$75
A.S.R. TESTING 14-DAY (ASTM C 1260)	$1,050
CYLINDER PICK-UP	$215
SOILS LABORATORY SERVICES *	
STANDARD PROCTOR (AASHTO T99, ASTM D698)	$250
MODIFIED PROCTOR (AASHTO T180, ASTM D1557)	$275
PLASTICITY INDEX (AASHTO T90, ASTM D4318)	$135
HYDROMETER TEST (AASTO T-88)	$135
ORGANIC CONTENT (AASHTO T-267, ASTM D-2974)	$160
PH OF SOILS (AASHTO T-289)	$95
MOISTURE CONTENT (ASTM 2216)	$50
CLASIFICATION OF SOILS (ASTM 2487)	$250
CRADATION SOILS (ASTM 1140)	$135
FIELD ENGINEERS & TECHNICIAN RATES	
MATERIAL TESTER	$125
MATERIALS COORDINATOR	$155
CIVIL ENGINEER	$180
PROFESSIONAL ENGINEER	$215
PRINCIPAL	$350
PRINCIPAL -LITIGATION	$525
NUCLEAR GAUGE RENTAL	

STANDARD RATES & FEES
S.T.A.T.E. Testing, LLC
2013 Season

2013

ALL LABORATORY TESTING IS PERFORMED IN ACCORDANCE WITH ASTM AND/OR AASHTO TEST METHODS.

RATES INCLUDE PREVAILING WAGES AS OUTLINED IN THE PREVAILING WAGE ACT IN ILLINOIS.
NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, IS MADE OR INTENDED

EXPENSES

TRANSPORTATION COST WILL BE BILLED AT $45.00 A DAY FROM OUR EAST DUNDEE HEADQUARTERS.

FOR NIGHT TIME CONSTRUCTION OPERATIONS (6PM TO 6AM) ALL HOURLY RATES WILL BE INCREASED BY $15 PER HOUR
MINIMUM BILLED HOURS FOR NIGHT SHIFT WILL BE 8 HOURS

ALL OUT OF AREA TRAVEL, LODGING, PERMITS, TOLLS, ETC. WILL BE BILLED AT COST PLUS AN ADDITIONAL 20%

OVERTIME WILL BE CHARGED AFTER 8 HOURS PER DAY AT 1.5 TIMES NORMAL RATE. OVERTIME RATES WILL APPLY
TO ALL DAY SATURDAY. ALL OVERTIME ON SUNDAY AND HOLIDAYS WILL BE BILLED AT 2.0 TIMES NORMAL RATE.

THERE WILL BE A MINIMUM 8 HOUR CHARGE PER DAY UNLESS OTHERWISE INDICATED IN CONTRACT

Illinois Department of Transportation

Consultant Employee Utilization

Part I. Workforce Projection

A. The undersigned consultant has analyzed minority group and female populations, unemployment rates and availability of workers for the location in which this contract work is to be performed, and for the locations from which the consultant recruits employees, and hereby submits the following workforce projection including a projection for minority and female employee utilization in all job categories in the workforce allocated to this contract.

Table A

Total Workforce Projection for Contract

Classifications	Total Employees		Total Minorities		Black		Asian		Native American		Hispanic	
	M	F	M	F	M	F	M	F	M	F	M	F
Principal Engineer	1											
Associate Engineer	1											
Senior Engineer	1											
Professional Enginee	2		2		1		2					
Civil Engineeer		2		1				1				
Materials Coordinato	3											
QA Manager	1	1										
Laboratory Man	1		1		1							
Engineering Technician	2		1				1					
Level III Technician	16	1	9				7				2	
Level II Technician	6		3				3					
Level I Technician												
Lab Technician II	1	0	1				1					
Lab Technician I	2											
Administrative Assist		2										
Total	39	6	17	1	2		13	1			2	

Table B

Current Employees To Be Assigned To Contract			
Total		Minorities	
M	F	M	F
1			
1			
1			
2		2	
	2		1
3			
1	1		
1		1	
2		1	
16	1	9	
6		3	
1	0	1	
2			
	2		
39	6	17	1

Instructions:

Table A: Include both the number of employees that would be hired to perform the contract Work and the total number currently employed (Table B) that will be allocated to contract work. The "Total Employees" column should include all employees including all minorities.

Table B: Include all employees currently employed that will be allocated to the contract work.

B. Included in "Total Employees" under Table A is the total number of new hires that would be employed in the event the undersigned consultant is awarded this contract.

The undersigned consultant projects that : 0 New Hires would be recruited from the area in which the project is located; and/or (number) 0 New Hires would be recruited from the area in which the Consultant's principal office or base of operation is located.

Part II. Affirmative Action Plan

A. The undersigned consultant understands and agrees that in the event the foregoing minority and female employee utilization projection included under Part I is determined to be an underutilization of minority persons or women in any job category, and in the event that the undersigned consultant is awarded this contract, he/she will, prior to commencement of work, develop and submit a written Affirmative Action Plan including a specific timetable (geared to the completion stages of the contract) whereby deficiencies in minority and/or female utilization are corrected. Such affirmative plan will be subject to approval by the contracting agency.

B. The undersigned consultant understands and agrees that the minority and female employee utilization projection submitted herein, and the goals and timetable includes under an Affirmative Action Plan if required, are deemed to be part of the contract standard provisions.

Firm S.T.A.T.E. Testing LLC By Derek A. White

IDHR No. 134741-00 Expiration Date 4/17/17

Date March 20, 2013 Title Vice President

Illinois Department of Transportation

Title VI – Nondiscrimination in Federally Assisted Programs

Section 601 – No persons in the United States shall, on the grounds of race, color or national origin, be excluded from participating in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.

A. Program/Project **Construction Material Testing Services for FY 2013 Construction Season**

B. Project Service Area Various

C. Estimated Program/Project Commencement 5/1/2013

Estimated Program/Project Completion 4/1/2015

D. Will contractors subcontractors, suppliers or vendors be utilized in the project? ☒ Yes ☐ No

E. Total number of persons to be utilized for the project by race and sex:

Race	Male	Female
White	5	1
African American		
Hispanic		
Asian American	1	
Native American		
Other _____		
Total	7	

F. I certify that administration of this program/project will be in accordance with Title VI of the Civil Rights Act of 1964.

Firm or Organization S.T.A.T.E. Testing LLC

Project Manager Derek White

Telephone Number 847 836-6002 Fax Number 847 836-6342

E-Mail Address dwhite@statetestingllc.com

Signature  Date 3/20/2013

2013 Materials Testing
13-00419-00-ES
SCOPE OF SERIVCES
McHenry County

Introduction

Phase III engineering services are required to perform the quality assurance responsibilities of hot-mix asphalt (HMA) and/or Portland cement concrete (PCC) construction , pavement preservation processes, and subgrade soils inspection. The project includes Complete Quality Assurance (QA) Testing and QA management in accordance with IDOT's Standard Specifications for Road and Bridge Construction, IDOT's QC/QA Program for Mixtures and any appropriate contract special provisions and plan notes or details.

Quality Assurance (QA) oversight and Contractor's Quality Control (QC) by the same Consultant, or one of their Sub-consultants, on the same project or on material coming from the same plant are prohibited.

QA manager will work with project RE and the contractor to insure that the proper frequency of testing is accomplished for each individual project.

All Laboratory testing will be performed in an IDOT certified laboratory.

The Consultant's work may include plant and on-site inspections, sampling and material testing. The Consultant will carry out quality assurance and management duties as defined in the construction contract and the Consultant agreement. The Consultant shall maintain records and submit documentation of all QC and QA activities required by the construction contract. A working knowledge of IDOT's MISTIC system is preferred. Laboratory and field personnel assigned to this contract must be QA/QC certified in the areas required. The Consultant must have the ability to review for compliance and performance mix designs and mixture proportioning plant reports prepared by the Contractor.

All work will be on an on-call basis and charged according to the attached rate schedule.

Quality is our stepping stone…

SCOPE OF SERVICES

Qualifications for Materials Testing

S.T.A.T.E. Testing is a specialized materials engineering, testing, research, and consulting firm. Our facilities, laboratories, and staff are focused on providing services related to the design, quality control and quality assurance of materials for the transportation sector.

Laboratories and Testing Equipment

We are qualified to perform the tests and tasks outlined in the RFQ.

Our main facility, located in East Dundee, IL, is fully accredited by IDOT, AASHTO Materials and Research Laboratory (AMRL), and the Cement and Concrete Reference Laboratory (CCRL). We have two additional laboratories located within the city of Chicago, both of which are approved by IDOT. We also constructed, staff and manage a complete and accredited lab at O'Hare for the O'Hare Modernization Program.

We provide each of our technicians with a vehicle, equipped to conduct QC/QA field tests for PCC, HMA and soils. Additional field equipment is available for specialized tests for flowable fill, cone penetration tests, field proctors, permeability, pavement coring, etc.

If geotechnical investigations are required, we will work with the county to identify a mutually acceptable drilling sub-contractor, under the supervision of Gilbert Bermundo

Staff Qualifications

Our engineers and technicians maintain the highest levels of certification, and have extensive experience in the IDOT QC/QA programs. In addition to Level I plant and field duties, we have unmatched experience in overall Level II QA management. We are qualified and experienced in managing aggregate gradation programs according to the IDOT Aggregate Gradation Control System (AGCS), at the quarry and at the laboratory.

Several of our technicians and engineers are certified by the Prestressed Concrete Institute (PCI), and are qualified to perform QA oversight of concrete pipe, precast, and prestressed beam production. We have performed PCI inspection in several states for several local

agencies and IDOT. We are currently working in our third contract to provide this oversight for IDOT District 3.

Our 5 Professional Engineers each bring more than 10 years-experience dealing solely with quality control of construction materials.

Key Staff

Quality Assurance Coordinator and Technician
Brandy Long will serve as our QA Technician and primary contact with the County. Ms. Long has Level II certification in HMA and Level II Certification in PCC. Ms. Long will be in direct communication with McHenry County engineers and their contractors for days when QA services are required.

She is certified in IDOT soils inspection and has completed the S33 class. Ms. Long has experience with McHenry County, having served as the contact person for the 2011 McHenry County Contract. Ms. Long served as Lead QA Technician for the Cook County Highway Department for several years. She is knowledgeable of QA practices and experienced in coordinating the scheduling of proper testing inspection with the engineer and contractors.

Ms. Long recently served as contact person for the 2012 McHenry County Material Testing Services contract. In this capacity Ms. Long developed a professional rapport with County Engineers, and has shown that she can perform her duties in a non-confrontational manner. In our experience we have found that this type of relationship with contractors not only expedites projects, it provides the county the best quality in the long run.

She will be responsible for the submittal of all reports to McHenry County. Reports will be written, reviewed and submitted to McHenry County within 24 hours of time of work called in by McHenry County. Ms. Long will provide the reports in a format or formats that are acceptable to McHenry County (electronic mail, printed copy, or S.T.A.T.E. Testing's Website). S.T.A.T.E. Testing realizes that this position is **not** a full time position, but will provide Ms. Long for all jobs called in by McHenry County.

Ms. Long will be responsible for the pickup and submission to our laboratory, all QA HMA core samples and PCC cylinders that are made on McHenry County jobs.

If multiple jobs need QA coverage, Brandy Long will be aware of all jobs being performed for McHenry County, and will provide QA coverage to the jobs she can. Other certified technicians will be assigned the remaining jobs with Ms. Long managing the technicians and their reports.

From our previous contract we discovered the best way to provide the type of service for this type of contract is to assign a single technician. Therefore, Brandy Long will be dedicated to McHenry County when jobs are scheduled the previous day. Ms. Long will only be charging time to McHenry County when work is available and approved by the county.

PCC Concrete Manager
Greg Rohlf will serve as the PCC Concrete Manager for all bridge deck overlays. Greg has more than 10 years' experience in PCC Mix Designs and inspections. He was responsible for

materials oversight on the Wacker Drive HPC bridge deck from 2011to 2012. Additionally, he was the Lead QA Technician on several North I-294 reconstruction contracts, including all bridge deck pours, from 2008 – 2009.

Geotechnical Manager

Gilbert Bermundo will serve as the Geotechnical Manager to oversee any soil or subgrade testing. He will also oversee the subcontractor hired for any subsurface soil exploration, if needed. For the last five years, Gilbert Bermundo, PE has been working in the geotechnical aspect of transportation infrastructure projects on several local government agencies in the area including McHenry County. He has a remarkable background in materials inspection of massive earth moving, mass grading operations, complex and unique geotechnical substructure construction.

Quality Assurance Manager

Derek Whites's focus is on materials coordination, serving as our Quality Assurance Manager for major contracts. His background includes numerous Phase III materials management projects. He coordinates staff efforts for special engineering projects such as Ground Tire Rubber, Warm Mix Asphalt, Increased use of RAP, and new mix designs. Derek oversees the company's contacts for prestressed /precast concrete and steel fabrication quality assurance. Derek is also instructor for the IDOT PCC mix design (Level III) class. In addition to his engineering work, Derek serves as company CFO.

Green Materials Engineering Project Manager

Jay Behnke will serve as our project engineer for any Green technology project that the County chooses to investigate or implement. Mr. Behnke is a McHenry County (Marengo) resident. He also serves as president of the Riley Consolidated School District 18. Mr. Behnke is a Professional Engineer with over 27 yearsexperience in materials engineering in Northeastern Illinois. He started his career with the Illinois Department of Transportation (IDOT) serving as a materials supervisor in this area. In this capacity, Mr. Behnke became very familiar with the aggregate quarries and material suppliers in Northern Illinois and Wisconsin. Mr. Behnke is also experienced in the quality control and application micro-surfacing. He is prepared to assist McHenry County in developing their preventive maintenance programs to the fullest potential.

PROJECT APPROACH

- Review of plans and Specifications
  The first step of developing a complete and efficient QA plan is to identify the materials specified for the project. This includes recognizing and identifying potential issues that may occur in the field. This may include:
    - A review of the specifications and plans to check governing specifications, type of mixtures, correctness of mixtures, type of inspection required, QC/QA, PFP, or method specification.
    - Determination for major material components and identification of those materials that may require a pre-pour or pre-placement materials meeting with the RE, materials technician and contractor. If a meeting is required this must be held prior to material placement.
    - Review of any required QC plans presented by contractor.
    - All Micro Surfacing, Chip Seal Mixtures, and any Green Initiative will be reviewed by Jay Behnke, the project manager.
    - There is a strong IDOT initiative to incorporate Pay-for-Performance (PFP) into Local Agency work. We have extensive experience with this and can help the County with implementation.

Once these steps are complete, the RE will be notified. Any potential issues or corrections will be presented at this time to the RE for consideration. This will occur prior to placement of the material. At this stage recommendations will be provided to the county on the amount and frequency of required testing that will be necessary. Brandy Long will coordinate this effort.

- Scheduling
  Our field and plant services with be coordinated through Brandy Long. She will contact he contractor to determine their schedule, and then communicate with the resident engineers on required coverage. She will contact the S.T.A.T.E. Testing office to make them aware of the work, and request additional technicians if needed. Ms. Long will work with McHenry County and contractors to insure that coverage requests are met. Ms. Long will be issued a personal laptop and phone with email access to assist her in organization of her duties.

- Materials Inspection
  During scheduling, Brandy Long will determine the time, location and type of inspection required. Ms. Long will determine if additional technicians are required and coordinate with our office. Ms. Long will review any special equipment required and scheduled accordingly. All back-up equipment will be kept at our East Dundee location in the event of a malfunction (located less than one hour away from most locations in McHenry County). Ms. Long will insure all inspection and frequency will be per the applicable special provision, specification or lDOT Policy Memorandum and IDOT QC/QA Program. Any failure or potential issues will be addressed immediately. The resident engineer will be notified and briefed on the issue. Our inspectors will witness and document all corrective actions required to produce a product within the specifications. It is S.T.A.T.E. Testing's philosophy that if a failure is documented the insuring corrective action will be documented at the same time. Ms. Long will also be responsible for coordinating all sample pick-ups including cores, cylinders, and hot-mix. Ms. Long will also be responsible for all equipment in the field. For all calibrations of nuclear gauges she will insure at least two are available for each mix.

- Equipment
  State testing will provide a thin lift nuclear density gauge for use on thin lift projects. In any event, we will calibrate two gauges for each project.

- Project Management Site Visits
  Since Jay Behnke lives in the county and does an extensive amount of traveling throughout the county, unplanned spot checks will be performed at sites on a non-routine basis. The project manager will check on project progress and follow up with inspectors to insure quality services. S.T.A.T.E. Testing would propose to perform these services at no additional cost to the county.

- Documentation of Testing
  All testing will be documented and provided to the county on the appropriate IDOT forms, or any other approved format within. All reports will be reviewed and submitted by Brandy Long. Daily reports and documentation will be submitted within 10 days, but always as soon as possible. Any reports requiring submittal to IDOT will be within 48 hours. All compaction results will be submitted within 24 hours. All reports will be electronically submitted through the IDOT ESP Program when possible. Other reports will be submitted on proper IDOT forms.

- Laboratory Testing
  All HMA Testing, sieve and aggregate analysis will be reported within 48 hours. All compressive strength and testing will be conducted per the latest IDOT policy memorandum. Ms. Long will coordinate all laboratory testing. Base course reclamation will be the responsibility of Gilbert Bermundo.

  Mr. Bermundo has also a very extensive experience in Full Depth Reclaimation (FDR) Projects. He developed mix designs and performs necessary preliminary laboratory testing for several projects such as:
  - McHenry County Franklinville Road FDR Project
  - City of Zion FDR (Cement Modification) Project
  - ISTHA I-90 FDR (Flyash Modification) Project

- Sampling of Subsurface Materials
  Any soil boring required for this project will be done by a McHenry County/IDOT Prequalified approved sub-consultant. If a core sample of existing pavement is required, S.T.A.T.E. Testing will provide these services at the request of the County.