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## Community Consolidated School District 15

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Joseph M. Kiszka Educational Service Center  
580 N. 1st Bank Drive  
Palatine, IL 60067-8110

Michael Adamczyk  
Chief School Business Official

(847) 963-3032 • Fax (847) 963-3061  
www.ccsd15.net

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**DATE:** November 8, 2017  
**TO:** Board of Education  
**FROM:** Michael Adamczyk, CSBO  
**RE:** Consent Calendar Item – McClure Engineering Associates (CLA)



Attached is a proposal from McClure Engineering Associates for survey and civil engineering services, including bidding documents for the replacement of the parking lot at Conyers Learning Academy. The Board previously gave authorization for the District to solicit bids for this project at the September 13, 2017 regular board meeting. The proposed fee is based on a time and materials basis. The estimated fee to be earned by McClure Engineering is \$26,500.00. Administration recommends approval of the proposed agreement.



October 12, 2017

Community Consolidated School District 15  
1001 S. Rohlwing Road  
Rolling Meadows, IL 60008

Attn: Craig Phillips  
Environmental Services Manager

Re: John Conyers Learning Academy  
2800 Central Road  
Rolling Meadows, IL  
MEAI Project No. 02-06-17-(04)

We are pleased to submit our proposal for survey and civil engineering services for the parking lot rehabilitation and expansion at John Conyers Learning Academy as follows:

- ✓ 1) Surveying
  - Prepare Topographic Survey
  - Time and Material Budget Figure.....\$6,500.00
  
- ✓ 2) Civil Engineering – Pavement Rehabilitation
  - Prepare Site Demolition Plan.
  - Prepare Alternate Geometric Layouts/Parking Expansion Plan.
  - Prepare Final Paving Rehabilitation/Expansion Plans.
  - Prepare Stormwater Management Plan (Not To Include Detention).
  - Prepare Bidding Documents.
  - Assist In Bidding Process.
  - Coordinate With Village of Rolling Meadows Engineering Department.
  - Time and Material Budget Figure.....\$9,500.00
  
- ✓ 3) Civil Engineering – Stormwater Detention
  - Design Stormwater Detention System (If Required)
  - Time and Material Budget Figure.....\$4,000.00
  
- 4) Services During Construction
  - Construction Layout
  - Construction Supervision
  - Construction Documentation
  - Contractor Compliance with Plans and Specifications
  - Continuous Communication with CCSD 15
  - Quantity Verification

file:///W:/DATA/WORDDOC/dolandJohnConyersLearningAcademy.docx

2728 Grand Avenue | Waukegan, IL 60085 | Phone: 847.336.7100 | Fax: 847.336.7155

#20E041 2540 8100 00 00000

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- Contractor Pay Requests / Invoicing
  - General Project QA/QC
  - Attend Client and/or Site Meetings as required
  - Punch List
  - Project Close-Out
- Time and Material Budget Figure.....\$6,500.00

We propose to perform these services on a time and material basis according to the attached Hourly Rate Schedule with a budget figure of \$26,500.00 based on our experience of the manpower necessary on similar size projects.

If this proposal meets with your approval, please sign and date the attached Contract Agreement and return to our office.

Respectfully submitted,

McCLURE ENGINEERING ASSOCIATES, INC.

~~Harlan M. Doland, P.E., P.L.S.  
Chief Operating Officer/Executive V.P.~~

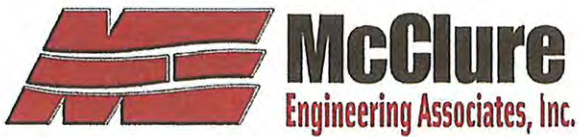


HOURLY RATE SCHEDULE

PRINCIPAL	\$210.00
CHIEF STRUCTURAL ENGINEER	\$180.00
REGISTERED STRUCTURAL ENGINEER	\$165.00
PROJECT MANAGER	\$140.00
REGISTERED MECHANICAL ENGINEER	\$125.00
REGISTERED CIVIL ENGINEER	\$130.00
REGISTERED LAND SURVEYOR	\$130.00
SURVEY PARTY CHIEF	\$115.00
CONSTRUCTION SERVICES MANAGER	\$115.00
SENIOR SURVEY TECH.	\$110.00
SURVEY TECH. 1	\$ 90.00
SURVEY TECH. 2	\$ 75.00
SURVEY TECH. 3	\$ 65.00
SENIOR ENGINEERING TECH.	\$125.00
ENGINEERING TECH. 1	\$110.00
ENGINEERING TECH. 2	\$ 95.00
ENGINEERING TECH. 3	\$ 85.00
CAD TECH. 1	\$100.00
CAD TECH. 2	\$ 90.00
CAD TECH. 3	\$ 80.00
CAD TECH. 4	\$ 70.00
ADMINISTRATIVE 2	\$ 75.00
SUBCONSULTANTS	COST + 5%
REIMBURSABLE EXPENSES	COST
MILEAGE	\$0.75/MILE

McCLURE ENGINEERING ASSOCIATES, INC.  
(Rates Subject to Change)  
February, 2017

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Project Number: 02-06-17-  
Project Name: John Conyers Learning Academy

### CONTRACT AGREEMENT

TO ENGAGE THE SERVICES OF McCLURE ENGINEERING ASSOCIATES, INC. AS A CONSULTANT, SURVEYOR, AND/OR ADVISOR.

This Contract, entered into on the 13th day of October, 2017, between Community Consolidated School Dist. 15, hereinafter called "Client" and McClure Engineering Associates, Inc., hereinafter called "MEAI," is as follows: **VALID FOR 30 DAYS**

The Client and MEAI, for mutual consideration hereinafter set forth, agree as follows:

A. MEAI agrees to perform certain services for the Client as follows: \_\_\_\_\_  
Per the attached proposal letter dated October 13, 2017.  
\_\_\_\_\_  
\_\_\_\_\_

Project Location: Rolling Meadows, IL

Estimated completion date of services: \_\_\_\_\_

B. Client agrees to pay MEAI as compensation for these services as follows:

- Time and materials \$26500.00(estimate)
- Lump Sum of \$ \_\_\_\_\_
- Other: \$ \_\_\_\_\_
- Retainer of \$ \_\_\_\_\_

Invoices to be submitted:

- Monthly
- Upon Completion of Services
- Other \_\_\_\_\_

Terms of Payment:  
Net due 10 days

Invoices will be submitted to: Craig Phillips  
Client's name and address: Community Consolidated School District 15  
1001 S. Rohlwing Road  
Rolling Meadows, IL 60008

E-mail: \_\_\_\_\_ Phone No. \_\_\_\_\_

Also refer to reverse side under "TERMS OF PAYMENT" and "LIMITATION OF LIABILITY."

C. Conditions: The Standard Provisions set forth upon the reverse side hereof are hereby incorporated into and made a part of this contract.

D. Services will be scheduled upon receipt of the signed "MEAI Copy". Please retain "Client Copy" of this Contract for your records. By signing below, each of the parties affirm that they have read and understand the terms and conditions of the Contract as set forth herein, front and back, and by signing hereby acknowledge and agree to all such terms and conditions.

ACCEPTED

By: Michael Adamczuk  
Printed name: MICHAEL ADAMCZUK, CSBO  
Client/Title

Date: 10-18-2017

McCLURE ENGINEERING ASSOCIATES, INC.

By: \_\_\_\_\_  
Title: Chief Operating Officer/Executive V.P.

Date: 10-13-17

## STANDARD PROVISIONS

**TERMS OF PAYMENT:** Unless otherwise provided for herein McClure Engineering Associates, Inc. (MEAI) will submit invoices for work which has been completed (each of which is due and payable within 30 days of any invoice date, unless stated otherwise on the front of this contract). If any invoice is not paid within 30 days of invoice date or as stated on the front of this contract, late payment charges of 1-1/2% per month or fraction of a month or the highest lawful interest rate of the state in which the Client's office is located, will be added. MEAI may, after giving seven days notice to Client, suspend services under this Contract until paid in full all amounts due for services and expenses. All delinquent payments are subject to: Mechanic's Lien and other legal collection procedures. Client agrees to pay all attorney fees, court costs, accrued interest and other collection costs incurred by MEAI during collection procedures for delinquent accounts.

**FEES BILLED AS TIME AND MATERIAL:** Fees for professional and/or technical services which are to be performed in connection with any project on MEAI's "Time and Material" basis will be calculated as follows: Charges shall be equal to the total sum of (a) actual hours worked on the project by various personnel times respective billing rate from "Hourly Rate Schedule," the receipt of which the Client hereby acknowledges. An overtime premium will be charged on projects when the Client requests such overtime (b) 110% of "Reimbursable Expenses" (c) 105% of "Subcontract Expenses".

"Reimbursable Expenses" are defined as actual non-labor expenditures incurred on the project, including transportation, subsistence and other travel expenses, toll calls, printing of specifications, reproductions, blueprints, mailing charges for specialized equipment and similar items.

"Sub-contract Expenses" are defined as expenditures for specialized outside services, such as sub-consultants, special studies, professional estimators, explorations, aerial surveys, computer services, renderings, models, ownership searches, soil boring, soil testing, materials testing, etc.

If an estimate of MEAI's fee is stated in the Contract, the estimate shall not be considered a firm figure, unless specifically stipulated.

**FEES BILLED AS A LUMP SUM:** Fees for professional services which are to be billed on a basis of a lump sum figure will be billed monthly or upon completion for the basic services and for requested additional services. Progress billings will be based upon MEAI's estimate of the proportion of the total services actually completed at the time of billing.

**CONSTRUCTION ESTIMATES:** MEAI does not guarantee its opinions of probable construction cost. If the Client wishes greater assurance as to probable construction costs or if the Client wishes formal estimates, an independent Cost Estimator should be employed. The Client shall advise MEAI in writing at an early date the budgetary limitations for the overall project cost or construction cost. MEAI will endeavor to work within those limitations if requested. MEAI will upon written request periodically submit opinions as to the probable construction cost.

**LIMITATION OF LIABILITY:** The Client/Owner agrees to limit MEAI's liability to the Client/Owner and to all construction contractors and subcontractors on the project due to MEAI's negligent acts, errors or omissions such that the total aggregate liability to all those named shall not exceed MEAI's total profit for services rendered under this Contract. MEAI's liability shall further be limited to liability for its own and sole negligence, errors or omissions alone, and not for any actions by others or in conjunction with others, including architects, construction contractors or sub-contractors, and MEAI shall have no joint or several liability with any such parties, regardless of such parties insured or uninsured status and ability to satisfy claims, and Client/Owner agrees to hold MEAI harmless against such joint or several claims.

**LIABILITY FOR DELAY:** If MEAI is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any cause beyond MEAI's control, then the Contract Time shall be extended for such reasonable time as the parties may determine.

**TERMINATION:** This Contract is subject to termination by Client or MEAI should the other fail to perform its obligations hereunder. In the event of any termination, MEAI will be paid for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses, including attorney's fees and costs.

**REUSE OF DOCUMENTS:** All documents, including drawings and specifications furnished by MEAI pursuant to this Contract, are instruments of services in respect to the project. They are not intended or represented to be suitable for reuse by MEAI or others on extensions of the project or on any other project. Any reuse without specific written verification or adaptation by MEAI will be at Client's/Owner's sole risk and without liability or legal exposure to MEAI, and Client/Owner shall indemnify and hold harmless MEAI from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle MEAI to further compensation at rates to be agreed upon by Client/Owner and MEAI.

**COMPLETE AGREEMENT – AMENDMENTS:** This Contract constitutes the entire agreement between the parties and supersedes all agreements, purchase orders, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof, and no party hereto shall be bound by or charged with any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in this Contract or the exhibits hereto. This Contract may not be amended, altered or modified except by a writing signed by all parties.

**SURVIVAL OF RIGHTS:** This Contract shall be binding upon and inure to the benefit of the parties signatory hereto and their successors and assigns.

**WAIVER:** No consent or waiver, express or implied, by MEAI to or of any breach or default by Client in the performance by such Client of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such Client of the same or any other obligations of such Client hereunder. Failure on the part of MEAI to complain of any act or failure to act of Client or to declare Client in default, irrespective of how long such failure continues, shall not constitute a waiver by MEAI of its rights hereunder. The giving of consent by MEAI in any one instance shall not limit or waive the necessity to obtain MEAI's consent in any further instance.

**NOTICES:** All notices under this Contract shall be in writing and shall be delivered by personal service, or by certified or registered mail, postage prepaid, return receipt requested to the parties hereto at the addresses herein set forth and at McClure Engineering Associates, Inc., 4700 Kennedy Drive, East Moline, IL61244. The placing of such notice in a United States Post Office Box, properly addressed, with full postage thereon shall constitute proper notice.

**MISCELLANEOUS:** If the Client issues a Purchase Order of which this Contract becomes part, the terms of this Contract will take precedence in the event of a conflict of terms. In the event that any part of this Contract shall be held invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Contract.

**ILLINOIS LAWS AND FORUM:** The Agreement shall be deemed entered into in the State of Illinois and shall be construed and enforced in accordance with the laws of the State of Illinois. In the event legal action is undertaken by any of the parties to the Agreement it is specifically agreed and understood that the proper forum, venue and court for such action shall be Rock Island County, Illinois, and the federal or state court sitting in such county, and that no legal action shall be instituted in any forum or venue other than Rock Island County. In this regard the parties stipulate and agree not to oppose any motion or change of venue made to enforce the terms of this Section and not to seek to change the forum or venue should an action involving the parties with respect to the Agreement be instituted in Rock Island County, Illinois.