



KANE COUNTY

FRASZ, Gillam, Auger, Ford, Lenert, Sanchez, Smith & ex-officio Kojzarek

TRANSPORTATION COMMITTEE

TUESDAY, JULY 17, 2018

County Board Room

Agenda

9:00 AM

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

1. **Call to Order**
2. **Approval of Minutes: June 19, 2018**
3. **Public Comment (Agenda Items)**
4. **Finance**
 - A. June Transportation Committee Finance Reports
 - B. Draft FY2019 Transportation Budget Presentation
 - C. **Resolution:** Amending Resolution No. 18-206 to Transfer Funds from the Cost-Share Drainage Fund (#405) to the Southwest Impact Fees Fund (#554)
 - D. **Resolution:** Approving of Personnel Hiring and Replacement, Kane County Division of Transportation - Planning & Programming (1)
5. **Maintenance**
 - A. Maintenance Report
 - B. **Resolution:** Approving Adopt-A-Highway Program Applicants
6. **Planning & Programming**
 - A. Planning & Programming Report
 - B. **Resolution:** Approving a Funding Agreement Between the County of Kane, Pace and the Association for Individual Development for the Ride in Kane Program
7. **Traffic Operations & Permitting**
 - A. Traffic Operations & Permitting Report
 - B. **Ordinance:** Amending Kane County Division of Transportation Permit Regulations for Wireless Telecommunication Facilities on County Property and Right-of-Way
8. **Project Implementation**
 - A. Project Implementation Report
 - B. **Resolution:** Approving an Intergovernmental Agreement Between the County of Kane and the Forest Preserve District of Kane County for Dauberman Road Extension Multi-Use Path Improvement, Kane County Section No. 15-00277-01-BR
 - C. **Resolution:** Approving Contract for Construction with A. Lamp Concrete Contractors, Inc. of Schaumburg, Illinois for Kirk Road (IL Route 38 to IL Route 64) Concrete Patching Improvement, Kane County Section No. 18-00000-06-GM
 - D. **Resolution:** Approving a Phase I/II Engineering Services Agreement with Crawford, Murphy and Tilly, Inc. of Aurora, Illinois for Peck Road at Bricher Road Intersection Improvements, Kane County Section No. 18-00495-00-CH

- E. **Resolution:** Approving an Intergovernmental Agreement with the State of Illinois for Phase III Construction for Main Street Road at Deerpath Road Intersection Improvement, Kane County Section No. 14-00448-00-CH
 - F. **Resolution:** Approving an Intergovernmental Agreement with the State of Illinois for Phase III Construction for HSIP Stage 3 and Adaptive Signal Control System, Randall Road - North County Line to Silver Glen Road, Kane County Section No. 14-00441-00-TL
 - G. **Resolution:** Approving a Phase III Engineering Services Agreement with Alfred Benesch & Company, Inc. of Naperville, Illinois for Highway Safety Improvement Project (HSIP) Stage 3, Randall Road from Silver Glen Road to County Line Road, Kane County Section No. 14-00441-00-TL
 - H. **Resolution:** Approving an Intergovernmental Agreement with the State of Illinois for Phase III Construction for Fabyan Parkway at Kirk Road Intersection Improvements, Kane County Section No. 11-00201-04-CH
 - I. **Resolution:** Approving an Intergovernmental Agreement with the State of Illinois for Phase III Construction for Longmeadow Parkway Section C-3, Kane County Section No. 18-00215-22-CH
 - J. **Resolution:** Approving a Phase III Construction Engineering Services Agreement with Clark and Dietz, Inc. of Chicago, Illinois for Longmeadow Parkway Section C-3, Kane County Section No. 18-00215-22-CH
- 9. Reports Placed On File**
- 10. Executive Session**
- 11. Resolution:** Approving Acquisition of Highway Right of Way, Kirk Road at Fabyan Parkway Intersection Improvement, Kane County Section No. 11-00201-04-CH, Parcel No. 0006 & 0006TE (Not Included)
- 12. Resolution:** Approving Acquisition of Highway Right of Way, Kirk Road at Fabyan Parkway, Kane County Section No. 11-00201-04-CH, Parcel No. 0007 and 0007TE-A, 0007TE-B (Not Included)
- 13. Public Comment (Non-Agenda Items)**
- 14. Adjournment**

**Transportation Committee Revenue Report - Summary
Through June 30, 2018 (58.3% YTD)**

	Current Month Transactions	Total Amended Budget	Total Amended Budget excluding Cash on Hand	YTD Actual Transactions	Total % Received
520 Transportation	5,305,508	117,055,511	81,785,039	17,907,212	21.90%
300 County Highway	2,258,552	7,547,604	5,816,609	2,850,984	49.01%
301 County Bridge	173,878	360,000	329,695	195,446	59.28%
302 Motor Fuel Tax	547,199	14,472,570	6,383,836	2,801,670	43.89%
303 County Highway Matching	28,935	67,270	65,325	34,019	52.08%
304 Motor Fuel Local Option	788,707	16,341,879	9,533,385	4,153,884	43.57%
305 Transportation Sales Tax	1,261,491	37,530,324	26,484,407	6,404,210	24.18%
515 Longmeadow Bond Construction	0	30,000,000	30,000,000	0	0.00%
540 Transportation Capital	0	2,300,243	1,086,603	128,408	11.82%
550 Aurora Area Impact Fees	0	21,500	21,500	27,032	125.73%
551 Campton Hills Impact Fees	0	260,491	79,000	5,565	7.04%
552 Greater Elgin Impact Fees	0	81,500	62,329	35,301	56.64%
553 Northwest Impact Fees	0	26,500	26,500	15,246	57.53%
554 Southwest Impact Fees	32,545	352,000	42,250	46,415	109.86%
555 Tri-Cities Impact Fees	0	223,750	81,000	25,416	31.38%
556 Upper Fox Impact Fees	0	443,651	46,500	29,554	63.56%
557 West Central Impact Fees	0	10,500	10,100	4,856	48.08%
558 North Impact Fees	105,865	1,953,470	756,000	563,836	74.58%
559 Central Impact Fees	93,460	2,195,630	354,000	336,872	95.16%
560 South Impact Fees	14,876	2,866,629	606,000	248,498	41.01%
Grand Total	5,305,508	117,055,511	81,785,039	17,907,212	21.90%

**Transportation Committee Expenditure Report - Summary
Through June 30, 2018 (58.3% YTD, 57.69% Payroll)**

	Current Month Transactions	Total Amended Budget	Total Amended Budget excluding Net Income	YTD Actual Transactions	YTD Encumbrances	Total % Used
520 Transportation	3,375,044	117,055,511	102,555,511	15,147,324	41,731,515	14.77%
300 County Highway	471,516	7,547,604	7,547,604	3,020,607	1,905,136	40.02%
301 County Bridge	78,952	360,000	360,000	172,680	258,170	47.97%
302 Motor Fuel Tax	285,691	14,472,570	14,472,570	5,540,704	4,820,785	38.28%
303 County Highway Matching	0	67,270	67,270	33,622	(31,477)	49.98%
304 Motor Fuel Local Option	573,978	16,341,879	16,341,879	1,620,048	14,837,705	9.91%
305 Transportation Sales Tax	425,547	37,530,324	37,530,324	2,179,635	12,694,249	5.81%
540 Transportation Capital	1,328,558	2,300,243	2,300,243	1,498,808	1,758,571	65.16%
550 Aurora Area Impact Fees	51,059	21,500	21,500	51,059	0	237.48%
553 Northwest Impact Fees	0	26,500	26,500	0	0	0.00%
554 Southwest Impact Fees	0	352,000	352,000	0	735,220	0.00%
556 Upper Fox Impact Fees	0	443,651	443,651	0	462,359	0.00%
559 Central Impact Fees	0	2,195,630	2,195,630	104,000	0	4.74%
560 South Impact Fees	0	2,866,629	2,866,629	337,984	24,007	11.79%
551 Campton Hills Impact Fees	0	260,491	260,491	0	39,107	0.00%
552 Greater Elgin Impact Fees	21,933	81,500	81,500	77,639	686,560	95.26%
555 Tri-Cities Impact Fees	22,559	223,750	223,750	88,547	638,731	39.57%
558 North Impact Fees	115,250	1,953,470	1,953,470	421,991	2,902,392	21.60%
557 West Central Impact Fees	0	10,500	10,500	0	0	0.00%
515 Longmeadow Bond Construction	0	30,000,000	15,500,000	0	0	0.00%
Grand Total	3,375,044	117,055,511	102,555,511	15,147,324	41,731,515	14.77%

**Transportation Committee Expenditure Report - Detail
Through June 30, 2018 (58.3% YTD, 57.69% Payroll)**

	Current Month Transactions	Total Amended Budget	Total Amended Budget excluding Net Income	YTD Actual Transactions	YTD Encumbrances	Total % Used
520 Transportation	3,375,044	117,055,511	102,555,511	15,147,324	41,731,515	14.77%
300 County Highway	471,516	7,547,604	7,547,604	3,020,607	1,905,136	40.02%
Personnel Services- Salaries & Wages	172,290	2,684,521	2,684,521	1,293,346	0	48.18%
Personnel Services- Employee Benefits	45,370	982,992	982,992	436,413	0	44.40%
Contractual Services	177,902	1,616,453	1,616,453	575,131	1,493,878	35.58%
Commodities	34,581	747,800	747,800	314,702	119,799	42.08%
Capital	41,374	1,248,442	1,248,442	133,619	291,459	10.70%
Transfers Out	0	267,396	267,396	267,396	0	100.00%
301 County Bridge	78,952	360,000	360,000	172,680	258,170	47.97%
Contractual Services	78,952	360,000	360,000	172,680	258,170	47.97%
302 Motor Fuel Tax	285,691	14,472,570	14,472,570	5,540,704	4,820,785	38.28%
Personnel Services- Salaries & Wages	167,282	2,596,782	2,596,782	1,464,163	0	56.38%
Personnel Services- Employee Benefits	22,342	1,055,929	1,055,929	488,073	0	46.22%
Contractual Services	96,068	685,730	685,730	96,293	0	14%
Capital	0	6,641,954	6,641,954	0	4,820,785	0.00%
Transfers Out	0	3,492,175	3,492,175	3,492,175	0	100.00%
303 County Highway Matching	0	67,270	67,270	33,622	(31,477)	49.98%
Commodities	0	67,270	67,270	33,622	(31,477)	49.98%
304 Motor Fuel Local Option	573,978	16,341,879	16,341,879	1,620,048	14,837,705	9.91%
Contractual Services	512,138	14,103,000	14,103,000	587,864	13,305,290	4.17%
Commodities	59,478	1,834,008	1,834,008	970,592	1,334,233	52.92%
Capital	0	350,000	350,000	6,721	198,182	1.92%
Transfers Out	2,362	54,871	54,871	54,871	0	100.00%
305 Transportation Sales Tax	425,547	37,530,324	37,530,324	2,179,635	12,694,249	5.81%
Contractual Services	422,978	8,201,801	8,201,801	1,749,956	4,111,641	21.34%
Capital	2,570	28,638,523	28,638,523	429,679	8,582,607	1.50%
Transfers Out	0	690,000	690,000	0	0	0.00%
515 Longmeadow Bond Construction	0	30,000,000	15,500,000	0	0	0.00%
Capital	0	15,500,000	15,500,000	0	0	0.00%
Contingency and Other	0	14,500,000		0	0	N/A
540 Transportation Capital	1,328,558	2,300,243	2,300,243	1,498,808	1,758,571	65.16%
Contractual Services	60,496	1,121,781	1,121,781	200,876	1,734,678	17.91%
Capital	1,268,063	1,178,462	1,178,462	1,297,933	23,893	110.14%
550 Aurora Area Impact Fees	51,059	21,500	21,500	51,059	0	237.48%
Capital	51,059	20,500	20,500	51,059	0	249.07%
Transfers Out	0	1,000	1,000	0	0	0.00%
551 Campton Hills Impact Fees	0	260,491	260,491	0	39,107	0.00%
Contractual Services	0	60,000	60,000	0	0	0.00%
Capital	0	196,741	196,741	0	39,107	0.00%
Transfers Out	0	3,750	3,750	0	0	0.00%
552 Greater Elgin Impact Fees	21,933	81,500	81,500	77,639	686,560	95.26%
Contractual Services	21,933	80,000	80,000	77,639	269,120	97.05%
Capital	0	0	0	0	417,439	N/A
Transfers Out	0	1,500	1,500	0	0	0.00%
553 Northwest Impact Fees	0	26,500	26,500	0	0	0.00%
Capital	0	25,250	25,250	0	0	0.00%
Transfers Out	0	1,250	1,250	0	0	0.00%
554 Southwest Impact Fees	0	352,000	352,000	0	735,220	0.00%
Contractual Services	0	350,000	350,000	0	735,220	0.00%
Transfers Out	0	2,000	2,000	0	0	0.00%

**Transportation Committee Expenditure Report - Detail
Through June 30, 2018 (58.3% YTD, 57.69% Payroll)**

	Current Month Transactions	Total Amended Budget	Total Amended Budget excluding Net Income	YTD Actual Transactions	YTD Encumbrances	Total % Used
555 Tri-Cities Impact Fees	22,559	223,750	223,750	88,547	638,731	39.57%
Contractual Services	22,559	0	0	88,547	29,289	N/A
Capital	0	220,000	220,000	0	609,442	0.00%
Transfers Out	0	3,750	3,750	0	0	0.00%
556 Upper Fox Impact Fees	0	443,651	443,651	0	462,359	0.00%
Contractual Services	0	0	0	0	0	N/A
Capital	0	441,651	441,651	0	462,359	0.00%
Transfers Out	0	2,000	2,000	0	0	0.00%
557 West Central Impact Fees	0	10,500	10,500	0	0	0.00%
Capital	0	10,000	10,000	0	0	0.00%
Transfers Out	0	500	500	0	0	0.00%
558 North Impact Fees	115,250	1,953,470	1,953,470	421,991	2,902,392	21.60%
Contractual Services	115,250	1,135,970	1,135,970	294,267	1,977,673	25.90%
Capital	0	780,000	780,000	127,724	924,718	16.37%
Transfers Out	0	37,500	37,500	0	0	0.00%
559 Central Impact Fees	0	2,195,630	2,195,630	104,000	0	4.74%
Capital	0	2,178,130	2,178,130	104,000	0	4.77%
Transfers Out	0	17,500	17,500	0	0	0.00%
560 South Impact Fees	0	2,866,629	2,866,629	337,984	24,007	11.79%
Contractual Services	0	24,200	24,200	0	24,007	0.00%
Capital	0	2,812,429	2,812,429	337,984	0	12.02%
Transfers Out	0	30,000	30,000	0	0	0.00%
Grand Total	3,375,044	117,055,511	102,555,511	15,147,324	41,731,515	14.77%



Transportation Accounts Payable by GL Distribution

Payment Date Range 06/01/18 - 06/30/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 300 - County Highway											
Department 520 - Transportation											
Sub-Department 520 - County Highway											
Account 50140 - Engineering Services											
1059 - Christopher B. Burke Engineering, Ltd.	143255	17-00482-00-ES; OnCallDesignEngr.P2 04/01/18-04/28/18	Paid by EFT # 47285		05/10/2018	05/23/2018	05/23/2018		06/11/2018	2,895.37	
3618 - Midland Standard Engineering & Testing, Inc.	138306	15-00371-00-EG; 2015 MaterialTesting 2018 Pavemnt Rehab program	Paid by Check # 362293		05/10/2018	05/23/2018	05/23/2018		06/11/2018	20,714.00	
3618 - Midland Standard Engineering & Testing, Inc.	138307	15-00371-00-EG; 2015 MaterialTesting SilverGln Pavemnt preserv	Paid by Check # 362293		05/18/2018	05/23/2018	05/23/2018		06/11/2018	9,264.00	
3201 - P B Americas, Inc. (Parsons Brinckerhoff)	25-788477	15-00365-04-EG; TSOM, TrafSgnlOperMgmtEng Svcs 02/01/18-03/31/18	Paid by Check # 362308		05/09/2018	05/23/2018	05/23/2018		06/11/2018	42,307.95	
1059 - Christopher B. Burke Engineering, Ltd.	143766	17-00482-00-ES; OnCallDesignEngr.P2 12/01/17-06/02/18	Paid by EFT # 47489		06/07/2018	06/13/2018	06/13/2018		06/25/2018	699.18	
1059 - Christopher B. Burke Engineering, Ltd.	143771	17-00482-00-ES; OnCallDesignEngr.P2 04/01/18-05/26/18	Paid by EFT # 47489		06/07/2018	06/13/2018	06/13/2018		06/25/2018	31,436.53	
1059 - Christopher B. Burke Engineering, Ltd.	143772	17-00482-00-ES; OnCallDesignEngr.P2 04/01/18-05/26/18	Paid by EFT # 47489		06/07/2018	06/13/2018	06/13/2018		06/25/2018	11,241.06	
1059 - Christopher B. Burke Engineering, Ltd.	143767	17-00482-00-ES; OnCallDesignEngr.P2 04/29/18-05/26/18	Paid by EFT # 47489		06/07/2018	06/13/2018	06/13/2018		06/25/2018	2,425.20	
									Account 50140 - Engineering Services Totals	Invoice Transactions 8	\$120,983.29
Account 50150 - Contractual/Consulting Services											
4960 - HNTB Corporation	02-69925-PL-001	KaneDOT On-Call GIS Services 04/28/18-05/25/18	Paid by EFT # 47549		06/08/2018	06/12/2018	06/12/2018		06/25/2018	2,996.64	
									Account 50150 - Contractual/Consulting Services Totals	Invoice Transactions 1	\$2,996.64
Account 50160 - Legal Services											
1168 - J Patrick Jaeger	050118-01-46	Legal Fees-ROW Attorney, Land Acq Svcs, May 2018	Paid by Check # 362457		06/07/2018	06/07/2018	06/07/2018		06/25/2018	4,000.00	
									Account 50160 - Legal Services Totals	Invoice Transactions 1	\$4,000.00



Transportation Accounts Payable by GL Distribution

Payment Date Range 06/01/18 - 06/30/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 300 - County Highway											
Department 520 - Transportation											
Sub-Department 520 - County Highway											
Account 50340 - Software Licensing Cost											
10606 - CADD Microsystems, Inc.	30014512	KDOT: Bluebeam Maint Plan Renewal sole source software mainten	Paid by EFT # 47481		05/17/2018	06/06/2018	06/06/2018		06/25/2018	1,341.00	
5686 - Egnyte Inc	4492471	KDOT; Software Maint, 05/20/18-05/19/18, 15 Power Users, 300 Std	Paid by Check # 362420		05/30/2018	06/07/2018	06/07/2018		06/25/2018	1,440.00	
4526 - Fifth Third Bank	5554-CS-05/18	KDOT:Cmcst/Tlwy/Zoro /APA/OfcWrlld/ATABIKE /QBZ/LgMn;Ptrbt,Indee d	Paid by EFT # 47518		06/04/2018	06/04/2018	06/04/2018		06/25/2018	49.00	
1820 - irth Solutions, LLC (Bytronics)	SIR002184	607 Julie Field Locate Application DigTrack May 2018	Paid by EFT # 47563		06/01/2018	06/12/2018	06/12/2018		06/25/2018	225.50	
									Account 50340 - Software Licensing Cost Totals	Invoice Transactions 4	<u>\$3,055.50</u>
Account 50480 - Security Services											
1191 - Alarm Detection Systems Inc	98135-Q3'18 520	KDOT 3rd Qtr: 132981-Seavey, 138661-Burlington	Paid by EFT # 47459		06/03/2018	06/13/2018	06/13/2018		06/25/2018	503.79	
									Account 50480 - Security Services Totals	Invoice Transactions 1	<u>\$503.79</u>
Account 52000 - Disposal and Water Softener Svcs											
1011 - Curran Contracting Company	14232a	KaneDOT Asphalt dump	Paid by EFT # 47297		05/17/2018	05/24/2018	05/24/2018		06/11/2018	30.00	
1024 - Ready Refresh by Nestle (Ice Mountain)	08E0121852636	KDOT BPO: Bottled Water Delivery Svc 04/16/18 & 05/01/18	Paid by EFT # 47390		05/16/2018	05/24/2018	05/24/2018		06/11/2018	252.25	
1216 - Waste Management of Illinois - West	3374624-2011-4	1-19443-13001 WasteDisposal-DumpsterServices 05/16/18	Paid by EFT # 47442		05/16/2018	05/24/2018	05/24/2018		06/11/2018	308.28	
1216 - Waste Management of Illinois - West	0016562-2269-0	Disposal-Street Sweepings & Catch Basin Debris 5/01/18-5/15/18	Paid by EFT # 47442		05/16/2018	05/24/2018	05/24/2018		06/11/2018	1,297.59	
1633 - Culligan Tri City Soft Water	15487	24786 Water Softener Rental&Svc 05/27/18-06/30/18	Paid by Check # 362415		05/27/2018	06/06/2018	06/06/2018		06/25/2018	89.00	
1633 - Culligan Tri City Soft Water	15460	KDOT 12146 Water Softener Rental&Svc waste water chems	Paid by Check # 362415		05/27/2018	06/06/2018	06/06/2018		06/25/2018	27.89	



Transportation Accounts Payable by GL Distribution

Payment Date Range 06/01/18 - 06/30/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 300 - County Highway											
Department 520 - Transportation											
Sub-Department 520 - County Highway											
Account 52000 - Disposal and Water Softener Svcs											
1216 - Waste Management of Illinois - West	3798321-2011-5	8-40503-43003 WasteDisposal-DumpsterServices 06/01/18-06/30/18	Paid by EFT # 47669		05/24/2018	06/06/2018	06/06/2018		06/25/2018	7.32	
1216 - Waste Management of Illinois - West	3374943-2011-8	1-19443-13001 WasteDisposal-DumpsterServices 05/16/18-05/31/18	Paid by EFT # 47669		06/01/2018	06/08/2018	06/08/2018		06/25/2018	308.28	
									Account 52000 - Disposal and Water Softener Svcs Totals	Invoice Transactions 8	<u>\$2,320.61</u>
Account 52010 - Janitorial Services											
9876 - Eco-Clean Maintenance, Inc.	7043	KDOT BPO: Janitorial Svcs May 2018	Paid by EFT # 47509		06/08/2018	06/12/2018	06/12/2018		06/25/2018	1,554.22	
									Account 52010 - Janitorial Services Totals	Invoice Transactions 1	<u>\$1,554.22</u>
Account 52020 - Repairs and Maintenance- Roads											
3221 - Municipal Marking Distributors Inc	23103	XXKaneDOT Rolatape, chaining pins, lumber crayon, measuring whee	Paid by Check # 362480		04/11/2018	06/12/2018	06/12/2018		06/25/2018	258.00	
									Account 52020 - Repairs and Maintenance- Roads Totals	Invoice Transactions 1	<u>\$258.00</u>
Account 52110 - Repairs and Maint- Buildings											
1703 - Flolo Corporation	434470	KaneDOT Rubber sleeve & EM-ring BldgA boiler pump motor repair	Paid by EFT # 47318		05/21/2018	05/30/2018	05/30/2018		06/11/2018	31.22	
2173 - Illinois Office of the State Fire Marshal	9595177	KaneDOT Boiler safety inspections garage	Paid by Check # 362278		05/14/2018	05/24/2018	05/24/2018		06/11/2018	200.00	
10188 - Tri-County Garage Door, Inc.	10822	KaneDOT Repair Bldg C: S door	Paid by EFT # 47430		05/14/2018	05/24/2018	05/24/2018		06/11/2018	599.00	
5111 - Elgin Key & Lock Company, Inc.	1800778	KaneDOT Standard key cut 5 pin	Paid by EFT # 47512		06/04/2018	06/12/2018	06/12/2018		06/25/2018	67.50	
3060 - Grainger Inc	9795942409	XX89330 Flag Pole Snap Hook, Elec Tape, & Hose Nozzle	Paid by EFT # 47535		05/22/2018	06/06/2018	06/06/2018		06/25/2018	76.54	
3060 - Grainger Inc	9810281742	XX5364 Beam Clamp, Junction Box Cover	Paid by EFT # 47535		06/06/2018	06/12/2018	06/12/2018		06/25/2018	178.98	
1390 - Menards, Inc.	48575	XX0351 Strut beam clamp, twin loop, connector, cover, washer	Paid by Check # 362475		06/05/2018	06/12/2018	06/12/2018		06/25/2018	153.32	



Transportation Accounts Payable by GL Distribution

Payment Date Range 06/01/18 - 06/30/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 300 - County Highway											
Department 520 - Transportation											
Sub-Department 520 - County Highway											
Account 52110 - Repairs and Maint- Buildings											
4640 - Norman Micro Industries Inc DBA Norman Lamps Inc	589288	KDOT02 LED-T815-22-35K, Hybrid T8 LED 48" tube	Paid by EFT # 47599		05/29/2018	06/06/2018	06/06/2018		06/25/2018	495.00	
									Account 52110 - Repairs and Maint- Buildings Totals	Invoice Transactions 8	<u>\$1,801.56</u>
Account 52120 - Repairs and Maint- Grounds											
1390 - Menards, Inc.	48327	XX0351 Traffic marking paint yellow	Paid by EFT # 47593		06/01/2018	06/07/2018	06/07/2018		06/25/2018	86.46	
									Account 52120 - Repairs and Maint- Grounds Totals	Invoice Transactions 1	<u>\$86.46</u>
Account 52140 - Repairs and Maint- Copiers											
8930 - Impact Networking, LLC	1112200	KC04 BPO-Bizhub 552 Copier Maint, A2WV011009281 5/15/18-6/14/18	Paid by EFT # 47346		05/15/2018	05/24/2018	05/24/2018		06/11/2018	28.00	
4371 - Toshiba Business Solutions, Inc.	14522914	KDOT; Toshiba eStudio4505AC ColorCopierScannerMaint 11/17-11/18	Paid by Check # 362335		05/11/2018	05/24/2018	05/24/2018		06/11/2018	33.28	
4371 - Toshiba Business Solutions, Inc.	14526915	AIMS Maint Contract MA-1.0.0, 72 MoE-studio 457 4/20/18-5/19/18	Paid by Check # 362335		05/15/2018	05/24/2018	05/24/2018		06/11/2018	9.26	
8930 - Impact Networking, LLC	1120627	Bizhub 754 Copier Maint, A55V01100376 04/30/18-06/29/18	Paid by EFT # 47558		05/24/2018	06/06/2018	06/06/2018		06/25/2018	93.25	
									Account 52140 - Repairs and Maint- Copiers Totals	Invoice Transactions 4	<u>\$163.79</u>
Account 52150 - Repairs and Maint- Comm Equip											
1105 - United Radio Communications Inc	103003812-1	2313 UHF Connector	Paid by EFT # 47434		05/30/2018	05/30/2018	05/30/2018		06/11/2018	22.08	
									Account 52150 - Repairs and Maint- Comm Equip Totals	Invoice Transactions 1	<u>\$22.08</u>
Account 52160 - Repairs and Maint- Equipment											
1565 - Lionheart Critical Power Specialists, Inc.	6262	001865 Generator inspection	Paid by Check # 362289		05/08/2018	05/24/2018	05/24/2018		06/11/2018	1,050.00	
11457 - Lift Works, Inc.	w14341-1	10678 Repair to genie Z34/22 maintenance shop	Paid by EFT # 47582		06/04/2018	06/07/2018	06/07/2018		06/25/2018	126.76	
									Account 52160 - Repairs and Maint- Equipment Totals	Invoice Transactions 2	<u>\$1,176.76</u>



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Fund 300 - County Highway											
Department 520 - Transportation											
Sub-Department 520 - County Highway											
Account 52230 - Repairs and Maint- Vehicles											
4526 - Fifth Third Bank	5554-CS-05/18	KDOT:Cmcst/Tlwy/Zoro /APA/OfcWrld/ATABIKE /QBZ/LgMn;Ptrbt,Indeed	Paid by EFT # 47518		06/04/2018	06/04/2018	06/04/2018		06/25/2018	1,004.58	
1783 - Sauber Mfg Co.	PS1203240	KaneDOT C00113 ANSI Safety Inspections unit #34 & 20	Paid by EFT # 47630		04/30/2018	06/08/2018	06/08/2018		06/25/2018	490.00	
									Account 52230 - Repairs and Maint- Vehicles Totals	Invoice Transactions 2	\$1,494.58
Account 53060 - General Printing											
4795 - Illinois Chapter of the American Planning Assn.	0815	Advertising Job posting for planner	Paid by Check # 362274		05/30/2018	05/31/2018	05/31/2018		06/11/2018	100.00	
2647 - American Society of Civil Engineers	0218-PermEng	KDOT: Ad - Permit Engineer, 02/02/18-04/27/18	Paid by Check # 362363		05/31/2018	06/07/2018	06/07/2018		06/25/2018	90.00	
4526 - Fifth Third Bank	5554-CS-05/18	KDOT:Cmcst/Tlwy/Zoro /APA/OfcWrld/ATABIKE /QBZ/LgMn;Ptrbt,Indeed	Paid by EFT # 47518		06/04/2018	06/04/2018	06/04/2018		06/25/2018	407.90	
									Account 53060 - General Printing Totals	Invoice Transactions 3	\$597.90
Account 53100 - Conferences and Meetings											
7433 - Jacqueline Forbes	053118	PEV: CMAP, Meetings/Mileage/Fuel/CellPh/Meals	Paid by EFT # 47319		05/31/2018	05/31/2018	05/31/2018		06/11/2018	162.95	
4185 - Metro West Council of Government (COG)	3472	2018 State of Counties Luncheon May 18 T Rickert & H Files	Paid by EFT # 47370		05/14/2018	05/24/2018	05/24/2018		06/11/2018	80.00	
4478 - Thomas B. Rickert	051718	PEV: Mileage, KKCOM, ALDI HQ, ASCE, CB, APWA, 05/02/18-05/17/18	Paid by EFT # 47395		05/17/2018	05/23/2018	05/23/2018		06/11/2018	76.75	
4653 - Carl Schoedel	051718	PEV; ARTBA Fedl Issues Prog- Reg/Lodging/Parking, 4/30 & 5/16/18	Paid by EFT # 47405		05/17/2018	05/23/2018	05/23/2018		06/11/2018	1,131.32	
2060 - Taylor Street Pizza & Catering	1091	Kane/Kendall Council of Mayors 04/19/18	Paid by Check # 362331		05/24/2018	05/24/2018	05/24/2018		06/11/2018	161.28	
4526 - Fifth Third Bank	5554-CS-05/18	KDOT:Cmcst/Tlwy/Zoro /APA/OfcWrld/ATABIKE /QBZ/LgMn;Ptrbt,Indeed	Paid by EFT # 47518		06/04/2018	06/04/2018	06/04/2018		06/25/2018	154.25	



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 300 - County Highway											
Department 520 - Transportation											
Sub-Department 520 - County Highway											
Account 53100 - Conferences and Meetings											
7433 - Jacqueline Forbes	061418	PEV: CMAP,Trnspt Chg, KendallCntyMayors, Metra,06/01/18-06/13/18	Paid by EFT # 47522		06/14/2018	06/15/2018	06/15/2018		06/25/2018	119.36	
9527 - Kathleen Hopkinson	061518	PEV: IL CPA Society Conf, AICPA Dues	Paid by EFT # 47551		06/15/2018	06/15/2018	06/15/2018		06/25/2018	365.00	
								Account 53100 - Conferences and Meetings Totals		Invoice Transactions 8	\$2,250.91
Account 53120 - Employee Mileage Expense											
7433 - Jacqueline Forbes	053118	PEV: CMAP, Meetings/Mileage/Fuel/ CellPh/Meals	Paid by EFT # 47319		05/31/2018	05/31/2018	05/31/2018		06/11/2018	28.45	
4478 - Thomas B. Rickert	051718	PEV: Mileage, KKCOM, ALDI HQ, ASCE, CB, APWA, 05/02/18-05/17/18	Paid by EFT # 47395		05/17/2018	05/23/2018	05/23/2018		06/11/2018	157.51	
7433 - Jacqueline Forbes	061418	PEV: CMAP,Trnspt Chg, KendallCntyMayors, Metra,06/01/18-06/13/18	Paid by EFT # 47522		06/14/2018	06/15/2018	06/15/2018		06/25/2018	16.19	
4478 - Thomas B. Rickert	061318	PEV: Conf/Meetings, Mileage, 05/18/18-06/06/18	Paid by EFT # 47626		06/13/2018	06/13/2018	06/13/2018		06/25/2018	139.56	
								Account 53120 - Employee Mileage Expense Totals		Invoice Transactions 4	\$341.71
Account 53130 - General Association Dues											
9527 - Kathleen Hopkinson	060418	PEV: IL CPA Society Annual Dues, 05/10/18	Paid by EFT # 47551		06/04/2018	06/06/2018	06/06/2018		06/25/2018	320.00	
9527 - Kathleen Hopkinson	061518	PEV: IL CPA Society Conf, AICPA Dues	Paid by EFT # 47551		06/15/2018	06/15/2018	06/15/2018		06/25/2018	415.00	
								Account 53130 - General Association Dues Totals		Invoice Transactions 2	\$735.00
Account 60000 - Office Supplies											
11023 - Genesis Technologies Inc.	646292	KDOT: Toner - Cyan & Magenta, Actg Office	Paid by EFT # 47323		05/11/2018	05/24/2018	05/24/2018		06/11/2018	235.26	
11023 - Genesis Technologies Inc.	646890	KDOT: Toner-Cyan&Magenta, HP Color LaserJetPro, Permitting	Paid by EFT # 47323		05/16/2018	05/24/2018	05/24/2018		06/11/2018	280.80	
11023 - Genesis Technologies Inc.	646994	KDOT: Toner Cartridge HP Color Laser Jet, Yellow, Actg Ofc	Paid by EFT # 47323		05/17/2018	05/24/2018	05/24/2018		06/11/2018	117.63	
3578 - Warehouse Direct Office Products	3907621-0	142052 Pocket files, notebook, post it pads, markers & batteries	Paid by EFT # 47440		05/21/2018	05/24/2018	05/24/2018		06/11/2018	245.97	



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 300 - County Highway											
Department 520 - Transportation											
Sub-Department 520 - County Highway											
Account 60000 - Office Supplies											
4526 - Fifth Third Bank	5554-CS-05/18	KDOT:Cmcst/Tlwy/Zoro /APA/OfcWrld/ATABIKE /QBZ/LgMn;Ptrbt,Inde	Paid by EFT # 47518		06/04/2018	06/04/2018	06/04/2018		06/25/2018	49.06	
3578 - Warehouse Direct Office Products	3924654-0	142052 Office supplies	Paid by EFT # 47668		06/06/2018	06/08/2018	06/08/2018		06/25/2018	109.93	
									Account 60000 - Office Supplies Totals	Invoice Transactions 6	\$1,038.65
Account 60010 - Operating Supplies											
1859 - Airgas North Central, Inc.	9075898878	2051037 Welding supplies	Paid by EFT # 47257		05/10/2018	05/24/2018	05/24/2018		06/11/2018	380.66	
2225 - Cintas Corporation	5010692742	10624140 First aid and safety supplies	Paid by Check # 362223		05/16/2018	05/24/2018	05/24/2018		06/11/2018	395.12	
5750 - HI-VIZ Inc	7388	KDOT Safety Sweatshirts and T-Shirts	Paid by Check # 362271		05/23/2018	05/24/2018	05/24/2018		06/11/2018	1,950.00	
1980 - Northern Safety and Industrial	902934918	3878972 KDOT: Leather Driver's PPG Gloves	Paid by EFT # 47377		05/10/2018	05/24/2018	05/24/2018		06/11/2018	279.21	
4526 - Fifth Third Bank	5554-CS-05/18	KDOT:Cmcst/Tlwy/Zoro /APA/OfcWrld/ATABIKE /QBZ/LgMn;Ptrbt,Inde	Paid by EFT # 47518		06/04/2018	06/04/2018	06/04/2018		06/25/2018	97.98	
10697 - Hi-Line Utility Supply Co. LLC	10087096	H-11850; Rubber Gloves, C2 14" Black Sz10	Paid by EFT # 47548		05/08/2018	06/07/2018	06/07/2018		06/25/2018	25.00	
									Account 60010 - Operating Supplies Totals	Invoice Transactions 6	\$3,127.97
Account 60040 - Postage											
1457 - FedEx	6-204-91315	KaneDOT Overnight shipping	Paid by Check # 362427		06/06/2018	06/12/2018	06/12/2018		06/25/2018	15.76	
									Account 60040 - Postage Totals	Invoice Transactions 1	\$15.76
Account 60070 - Computer Hardware- Non Capital											
4526 - Fifth Third Bank	5554-CS-05/18	KDOT:Cmcst/Tlwy/Zoro /APA/OfcWrld/ATABIKE /QBZ/LgMn;Ptrbt,Inde	Paid by EFT # 47518		06/04/2018	06/04/2018	06/04/2018		06/25/2018	50.11	
9779 - System Solutions, Inc. (SSI)	472780	KaneCounty DOT Laptop Unit 4, ProBook 650 G3 & Peripherals	Paid by EFT # 47648		05/21/2018	06/12/2018	06/12/2018		06/25/2018	756.00	
9779 - System Solutions, Inc. (SSI)	472781	Laptop Unit 4, ProBook 650 G3 & Peripherals	Paid by EFT # 47648		05/21/2018	06/12/2018	06/12/2018		06/25/2018	43.05	
									Account 60070 - Computer Hardware- Non Capital Totals	Invoice Transactions 3	\$849.16



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 300 - County Highway											
Department 520 - Transportation											
Sub-Department 520 - County Highway											
Account 60340 - Buildings and Grounds Supplies											
1390 - Menards, Inc.	47390	XX0351 Hose, Clr, paint, wrench & batteries	Paid by Check # 362292		05/18/2018	05/30/2018	05/30/2018		06/11/2018	103.30	
3183 - HP Products A Ferguson Enterprise	14034925	KDOT; Wypalls, SoftPull Roll Towels Janitorial supplies	Paid by EFT # 47552		06/04/2018	06/06/2018	06/06/2018		06/25/2018	583.25	
5897 - Producers Chemical Company	244508	252810 Sodium Hypochlorite (Water Treatment) 5 Gal Pails	Paid by EFT # 47615		06/01/2018	06/12/2018	06/12/2018		06/25/2018	42.50	
									Account 60340 - Buildings and Grounds Supplies Totals	Invoice Transactions 3	\$729.05
Account 60430 - Sign Material											
5749 - 3M Company	TP22305	KDOT: Sign Matl, Refl Shtg & Film	Paid by Check # 362357		04/04/2018	06/06/2018	06/06/2018		06/25/2018	1,641.00	
1390 - Menards, Inc.	47103	XX0351 CLR, recip blade, retractable knife	Paid by Check # 362475		05/14/2018	06/07/2018	06/07/2018		06/25/2018	284.42	
6885 - Vulcan Aluminum	324342	0010581 Sign blanks	Paid by Check # 362530		05/15/2018	06/06/2018	06/06/2018		06/25/2018	1,686.80	
									Account 60430 - Sign Material Totals	Invoice Transactions 3	\$3,612.22
Account 63000 - Utilities- Natural Gas											
2253 - Nicor Gas	3814320-05/18	36-44-94-1000 4; 40W969 Burlington	Paid by Check # 362302		05/23/2018	05/30/2018	05/30/2018		06/11/2018	214.52	
2253 - Nicor Gas	3814320-04/18a	36-44-94-1000 4; 40W969 Burlington	Paid by Check # 362302		04/24/2018	05/30/2018	05/30/2018		06/11/2018	645.79	
2253 - Nicor Gas	4859133-05/18	39-82-88-1000 0; 41W011 Burlington	Paid by Check # 362299		05/24/2018	05/30/2018	05/30/2018		06/11/2018	424.59	
1066 - Constellation NewEnergy-Gas Division, LLC	2334331-DOT	BG-164802; Gas, 41W011 Burlington, 05/01/18-05/31/18	Paid by EFT # 47452		06/07/2018	06/08/2018	06/08/2018	06/25/2018	06/14/2018	971.65	
									Account 63000 - Utilities- Natural Gas Totals	Invoice Transactions 4	\$2,256.55
Account 63010 - Utilities- Electric											
10981 - Constellation NewEnergy Inc.	0044742539	IL_45207;140024771;7523064009;44W500Se avey,SaltDome	Paid by EFT # 47292		05/07/2018	05/25/2018	05/25/2018		06/11/2018	129.41	
10981 - Constellation NewEnergy Inc.	12293861501	7298774-2; 8215650; 7610795006; Elec, 4/24/18-5/23/18	Paid by EFT # 47293		05/24/2018	05/31/2018	05/31/2018		06/11/2018	2,394.22	



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 300 - County Highway											
Department 520 - Transportation											
Sub-Department 520 - County Highway											
Account 63010 - Utilities- Electric											
10981 - Constellation NewEnergy Inc.	12346185101	7298774- 23;8215673;75230640 09;44W500Seavey,Salt Dome	Paid by EFT # 47492		06/06/2018	06/13/2018	06/13/2018		06/25/2018	92.37	
									Account 63010 - Utilities- Electric Totals	Invoice Transactions 3	\$2,616.00
Account 63020 - Utilities- Intersect Lighting											
3380 - City of Batavia	10217845- 05/18	194.069300.00; Kirk&Wilson, 04/10/18- 05/10/18	Paid by Check # 362230		05/17/2018	05/25/2018	05/25/2018		06/11/2018	89.57	
3380 - City of Batavia	73835573- 05/18	194.048000.00; Fabyan&Raddant 04/10/18-05/10/18	Paid by Check # 362227		05/17/2018	05/25/2018	05/25/2018		06/11/2018	103.88	
3380 - City of Batavia	113557782- 05/18	192.005410.00; Kirk&Hubbard, 04/11/18-05/11/18	Paid by Check # 362229		05/17/2018	05/25/2018	05/25/2018		06/11/2018	73.87	
3380 - City of Batavia	316075971- 05/18	392.050025.00; 316075971; Kirk & Pine,04/16/18- 05/14/18	Paid by Check # 362228		05/24/2018	05/31/2018	05/31/2018		06/11/2018	85.03	
1044 - City of Geneva	28985388- 05/18	0198004231-000; 1031 EFabyan, 04/04/18-05/07/18	Paid by Check # 362232		05/15/2018	05/25/2018	05/25/2018		06/11/2018	70.01	
1054 - ComEd	2991138206- 05/18	272277451; Mtrd Trfc Lites/S Rndl, Algnqn 04/12/18-05/11/18	Paid by Check # 362244		05/11/2018	05/25/2018	05/25/2018		06/11/2018	76.51	
1054 - ComEd	6063129097- 05/18	271181066; WeatherStation Randall 04/18/18-05/18/18	Paid by Check # 362246		05/21/2018	05/25/2018	05/25/2018		06/11/2018	38.50	
1054 - ComEd	0991034032- 05/18	0991034032; BigTmbr/Randall 04/19/18-05/18/18	Paid by Check # 362242		05/18/2018	05/25/2018	05/25/2018		06/11/2018	167.89	
1054 - ComEd	4544118063- 05/18	4544118063; Lite Rt47@Burlington 04/24/18-05/23/18	Paid by Check # 362243		05/23/2018	05/31/2018	05/31/2018		06/11/2018	120.57	
1054 - ComEd	2672169007- 05/18	271912253; McLean/Bowes 04/25/18-05/24/18	Paid by Check # 362245		05/24/2018	05/31/2018	05/31/2018		06/11/2018	113.08	
1054 - ComEd	0414000061- 05/18	0414000061; Various Traf Lghts 04/16/18- 05/15/18	Paid by Check # 362240		05/23/2018	05/31/2018	05/31/2018		06/11/2018	4,074.39	



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 300 - County Highway										
Department 520 - Transportation										
Sub-Department 520 - County Highway										
Account 63020 - Utilities- Intersect Lighting										
1054 - ComEd	0891053188-05/18	273279596, McDonaldTrfSgnl@Dittman 04/19/18-04/27/18	Paid by Check # 362241		05/23/2018	05/31/2018	05/31/2018		06/11/2018	8.93
10981 - Constellation NewEnergy Inc.	12271666601	7298774-4; 8185694006; 8215654; 04/18/18-05/17/18	Paid by EFT # 47291		05/22/2018	05/31/2018	05/31/2018		06/11/2018	244.61
10981 - Constellation NewEnergy Inc.	12271666001	7298774-22; 8019229002; 8215672; ES Randall 04/18/18-05/17/18	Paid by EFT # 47294		05/21/2018	05/31/2018	05/31/2018		06/11/2018	161.63
3380 - City of Batavia	67384732-06/18	492.051306.00; Fabyan&BataviaAve 04/24/18-05/22/18	Paid by Check # 362389		06/07/2018	06/14/2018	06/14/2018		06/25/2018	34.56
1054 - ComEd	089105318805/18	273279596, McDonaldTrfSgnl@Dittman 04/27/18-05/29/18	Paid by Check # 362404		05/30/2018	06/07/2018	06/07/2018		06/25/2018	34.02
1054 - ComEd	1163141072-06/18	1163141072; VariousTrafficLts 05/02/18-06/01/18	Paid by Check # 362398		06/01/2018	06/07/2018	06/07/2018		06/25/2018	2,767.42
1054 - ComEd	5281099004-05/18	272139221; 7N416 S Rt31,SoElgin 04/26/18-05/25/18	Paid by Check # 362411		05/25/2018	06/07/2018	06/07/2018		06/25/2018	64.85
1054 - ComEd	1603046065-05/18	273363546; Spring/McLean, SoElgin 04/26/18-05/25/18	Paid by Check # 362407		05/25/2018	06/07/2018	06/07/2018		06/25/2018	65.58
1054 - ComEd	0039051173-05/18	0039051173; Corron/Burlington 04/27/18-05/29/18	Paid by Check # 362399		05/29/2018	06/07/2018	06/07/2018		06/25/2018	10.33
1054 - ComEd	4278050001-05/18	4278050001; Corron@McDonald 04/27/18-05/29/18	Paid by Check # 362397		05/29/2018	06/07/2018	06/07/2018		06/25/2018	41.48
1054 - ComEd	0453004165-06/18	1 1/2 LaFox, BkbryTwps 05/02/18 - 06/01/18	Paid by Check # 362405		06/04/2018	06/13/2018	06/13/2018		06/25/2018	40.30
1054 - ComEd	0528116225-06/18	272348836; Scott-BeaconLt@Harter 05/02/18-06/01/18	Paid by Check # 362408		06/01/2018	06/13/2018	06/13/2018		06/25/2018	6.22
1054 - ComEd	4539103069-06/18	Orchard-StrLghts o Aucutt Rd 05/02/18-06/01/18	Paid by Check # 362400		06/01/2018	06/13/2018	06/13/2018		06/25/2018	75.63



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 300 - County Highway											
Department 520 - Transportation											
Sub-Department 520 - County Highway											
Account 63020 - Utilities- Intersect Lighting											
1054 - ComEd	0416123012-06/18	273104976; Kirk/WeatherOW	Paid by Check # 362402		06/08/2018	06/14/2018	06/14/2018		06/25/2018	38.51	
1054 - ComEd	0960088046-06/18	272138976; US 20/BrierHill@Allen	Paid by Check # 362410		06/08/2018	06/14/2018	06/14/2018		06/25/2018	6.80	
1054 - ComEd	1635014211-06/18	1635014211; BlissRd, SugarGrove, 05/04/18-06/05/18	Paid by Check # 362406		06/05/2018	06/14/2018	06/14/2018		06/25/2018	8.66	
1054 - ComEd	5067138019-06/18	5067138019; VariousTrfcLghts	Paid by Check # 362409		06/07/2018	06/14/2018	06/14/2018		06/25/2018	1,770.06	
1054 - ComEd	3183143047-06/18	3183143047; Speed Signs: Randal/Mdclrk/Dean	Paid by Check # 362403		06/06/2018	06/14/2018	06/14/2018		06/25/2018	47.72	
10981 - Constellation NewEnergy Inc.	12355072301	7298774-24; 8215674; 2043096048 5/3/18-6/4/18	Paid by EFT # 47493		06/06/2018	06/14/2018	06/14/2018		06/25/2018	91.10	
									Account 63020 - Utilities- Intersect Lighting Totals	Invoice Transactions 30	\$10,531.71
Account 63040 - Fuel- Vehicles											
10849 - Mansfield Oil Company of Gainesville, Inc	790502	Fuel: Diesel & Unlead Reg Gasoline Tank #3 Del date 04/26/18	Paid by EFT # 47364		05/08/2018	05/24/2018	05/24/2018		06/11/2018	15,762.02	
									Account 63040 - Fuel- Vehicles Totals	Invoice Transactions 1	\$15,762.02
Account 64010 - Cellular Phone											
7433 - Jacqueline Forbes	053118	PEV: CMAP, Meetings/Mileage/Fuel/CellPh/Meals	Paid by EFT # 47319		05/31/2018	05/31/2018	05/31/2018		06/11/2018	40.00	
									Account 64010 - Cellular Phone Totals	Invoice Transactions 1	\$40.00
Account 70110 - Machinery and Equipment											
2289 - Vermeer-Illinois, Inc.	E06319	KDOT: 12" Capacity Brush Chipper & Trade (Unit #104)	Paid by EFT # 47663		05/31/2018	06/12/2018	06/12/2018		06/25/2018	26,128.28	
									Account 70110 - Machinery and Equipment Totals	Invoice Transactions 1	\$26,128.28
Account 72010 - Building Improvements											
1496 - Steiner Electric Co Inc	S006037774.004	LED Light Upgrades-Bldg B, C & E, Job LI-050418-72534	Paid by EFT # 47644		05/30/2018	06/06/2018	06/06/2018		06/25/2018	14,894.40	
									Account 72010 - Building Improvements Totals	Invoice Transactions 1	\$14,894.40



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 300 - County Highway										
Department 520 - Transportation										
Sub-Department 520 - County Highway										
Account 74010 - Highway Right of Way										
1458 - Chicago Title Company, LLC	15011322GVb	11-00201-04-CH 0004 Paydon Add'l Title Ins	Paid by Check # 362383		05/16/2018	06/15/2018	06/15/2018		06/25/2018	94.00
							Account 74010 - Highway Right of Way Totals	Invoice Transactions	1	\$94.00
							Sub-Department 520 - County Highway Totals	Invoice Transactions	124	\$226,038.57
							Department 520 - Transportation Totals	Invoice Transactions	124	\$226,038.57
							Fund 300 - County Highway Totals	Invoice Transactions	124	\$226,038.57
Fund 301 - County Bridge										
Department 520 - Transportation										
Sub-Department 521 - County Bridge										
Account 52100 - Bridge Inspection										
1053 - Hampton Lenzini & Renwick, Inc. (HLR)	2-2018-474	17-00486-00-EG; 2018BrdgStructSafetyI nspect 03/01/18- 04/30/18	Paid by EFT # 47538		05/24/2018	06/06/2018	06/06/2018		06/25/2018	78,952.25
							Account 52100 - Bridge Inspection Totals	Invoice Transactions	1	\$78,952.25
							Sub-Department 521 - County Bridge Totals	Invoice Transactions	1	\$78,952.25
							Department 520 - Transportation Totals	Invoice Transactions	1	\$78,952.25
							Fund 301 - County Bridge Totals	Invoice Transactions	1	\$78,952.25
Fund 302 - Motor Fuel Tax										
Department 520 - Transportation										
Sub-Department 522 - Motor Fuel Tax										
Account 45410 - Teamsters Contribution										
1067 - Suburban Teamsters of Northern Illinois	1569-05/18	18-00000-00-RF; MFT, Health Ins-May 2018, Maint Staff	Paid by Check # 362330		05/29/2018	05/30/2018	05/30/2018		06/11/2018	37,440.00
							Account 45410 - Teamsters Contribution Totals	Invoice Transactions	1	\$37,440.00
							Sub-Department 522 - Motor Fuel Tax Totals	Invoice Transactions	1	\$37,440.00
							Department 520 - Transportation Totals	Invoice Transactions	1	\$37,440.00
							Fund 302 - Motor Fuel Tax Totals	Invoice Transactions	1	\$37,440.00
Fund 304 - Motor Fuel Local Option										
Department 520 - Transportation										
Sub-Department 524 - Motor Fuel Local Option										
Account 50140 - Engineering Services										
7335 - Applied Ecological Services	48666	17-00477-00-SM; On- Call Env Eng Asst.P3 2017-3132	Paid by Check # 362364		04/30/2018	06/12/2018	06/12/2018		06/25/2018	1,967.15



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 304 - Motor Fuel Local Option											
Department 520 - Transportation											
Sub-Department 524 - Motor Fuel Local Option											
Account 50140 - Engineering Services											
7335 - Applied Ecological Services	49088	17-00477-00-SM; On-Call Env Eng Asst.P3 PO#2017-3132	Paid by Check # 362364		05/31/2018	06/12/2018	06/12/2018		06/25/2018	915.00	
1053 - Hampton Lenzini & Renwick, Inc. (HLR)	000020180703	14-00368-04-EG; 'On Call' Prof Land Survey Svcs thru 03/31/18	Paid by EFT # 47538		04/09/2018	06/12/2018	06/12/2018		06/25/2018	410.00	
1053 - Hampton Lenzini & Renwick, Inc. (HLR)	000020180811	14-00368-04-EG; 'On Call' Prof Land Survey Svcs thru 04/30/18	Paid by EFT # 47538		05/08/2018	06/12/2018	06/12/2018		06/25/2018	933.00	
1809 - Stanley Consultants Inc	8-2017-2625	17-00479-00-BR; FabyanPkwyOvrFoxRive r.P2 04/01/18-04/28/18	Paid by Check # 362510		06/01/2018	06/07/2018	06/07/2018		06/25/2018	6,446.62	
									Account 50140 - Engineering Services Totals	Invoice Transactions 5	<u>\$10,671.77</u>
Account 52020 - Repairs and Maintenance- Roads											
1576 - Telvent DTN, LLC	5335231	KDOT BPO-Weather Services 06/08/18 - 09/07/18	Paid by EFT # 47426		05/11/2018	05/24/2018	05/24/2018		06/11/2018	528.00	
1390 - Menards, Inc.	47672	XX0351 Rake, iron strainer, spray paint	Paid by Check # 362475		05/23/2018	05/23/2018	06/07/2018		06/25/2018	51.89	
1390 - Menards, Inc.	48499	XX0351 Big Corn Broom	Paid by Check # 362475		06/04/2018	06/13/2018	06/13/2018		06/25/2018	32.97	
									Account 52020 - Repairs and Maintenance- Roads Totals	Invoice Transactions 3	<u>\$612.86</u>
Account 60210 - Uniform Supplies											
2225 - Cintas Corporation	19M101014	-Uniforms/Carpet Svcs May 24 2018	Paid by Check # 362224		05/24/2018	05/31/2018	05/31/2018		06/11/2018	255.80	
10214 - G&K Services, Inc.	6172741068	8668201 Uniforms/Carpet Svcs 05/17/18	Paid by EFT # 47321		05/17/2018	05/24/2018	05/24/2018		06/11/2018	277.98	
2225 - Cintas Corporation	19M102373	01019 Uniforms/Carpet Svcs	Paid by Check # 362386		05/31/2018	06/08/2018	06/08/2018		06/25/2018	277.80	
2225 - Cintas Corporation	19M103718	01019 Uniforms/Carpet Svcs	Paid by Check # 362386		06/07/2018	06/12/2018	06/12/2018		06/25/2018	255.80	
11712 - R&M Specialties Ltd	67651	XX19220 Class 3 Vests (Med/XL, 2XL, 3XL)	Paid by EFT # 47616		06/06/2018	06/12/2018	06/12/2018		06/25/2018	498.75	
9178 - Red Wing Shoe Store	955-1-11683	29199; Uniform Boots-Ken Mielke	Paid by EFT # 47624		05/24/2018	06/13/2018	06/13/2018		06/25/2018	123.19	
9178 - Red Wing Shoe Store	239-1-38319	29199; Uniform Boots-Keishla Ortiz	Paid by EFT # 47624		05/16/2018	06/13/2018	06/13/2018		06/25/2018	118.79	
9178 - Red Wing Shoe Store	239-1-38463	29199; Uniform Boots-Hannah Peters	Paid by EFT # 47624		05/19/2018	06/13/2018	06/13/2018		06/25/2018	118.79	
									Account 60210 - Uniform Supplies Totals	Invoice Transactions 8	<u>\$1,926.90</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 304 - Motor Fuel Local Option										
Department 520 - Transportation										
Sub-Department 524 - Motor Fuel Local Option										
Account 60330 - Vehicle Parts/Supplies										
5852 - Battery Service Corporation	0036511	134KAN Vehicle AA, 9V & D batteries	Paid by EFT # 47268		05/07/2018	05/24/2018	05/24/2018		06/11/2018	529.45
5852 - Battery Service Corporation	0036856	134KAN **CREDIT** (Returned vehicle 6V batteries)	Paid by EFT # 47268		05/15/2018	05/24/2018	05/24/2018		06/11/2018	(317.85)
3583 - Elburn NAPA Inc	681480	XX1170 **CREDIT** Car Shock & Warranty (Inv 681334 & 681387)	Paid by EFT # 47310		05/15/2018	05/24/2018	05/24/2018		06/11/2018	(144.91)
3583 - Elburn NAPA Inc	681686	XX1170 Brake parts for 2012 Ford super duty	Paid by EFT # 47310		05/16/2018	05/24/2018	05/24/2018		06/11/2018	269.25
3583 - Elburn NAPA Inc	681701	XX1170 Oil, fuel & air filters	Paid by EFT # 47310		05/16/2018	05/24/2018	05/24/2018		06/11/2018	59.18
3583 - Elburn NAPA Inc	681772	XX1170 Reman brake caliper	Paid by EFT # 47310		05/17/2018	05/24/2018	05/24/2018		06/11/2018	62.41
3583 - Elburn NAPA Inc	681773	XX1171 Core deposit	Paid by EFT # 47310		05/17/2018	05/24/2018	05/24/2018		06/11/2018	34.73
3583 - Elburn NAPA Inc	682609	XX1170 Sarter for Ford Truck	Paid by EFT # 47310		05/24/2018	05/31/2018	05/31/2018		06/11/2018	150.13
3583 - Elburn NAPA Inc	683071	XX1170 Fuel cap, oil,air, fuel filters, primer, lamp, duct tape	Paid by EFT # 47310		05/29/2018	05/31/2018	05/31/2018		06/11/2018	245.94
3583 - Elburn NAPA Inc	683185	XX1170 Pulley tensioner & belt	Paid by EFT # 47310		05/30/2018	05/31/2018	05/31/2018		06/11/2018	117.51
1360 - Feece Oil Company	3545185	443050 {eal 5w20 bulk	Paid by Check # 362262		05/24/2018	05/31/2018	05/31/2018		06/11/2018	1,316.64
1360 - Feece Oil Company	3545186	XX443050 Fleet sup 15W40	Paid by Check # 362262		05/24/2018	05/31/2018	05/31/2018		06/11/2018	1,746.60
1360 - Feece Oil Company	1743064	XX443050 Injex, case bar & chain lube	Paid by Check # 362261		05/24/2018	05/31/2018	05/31/2018		06/11/2018	138.67
1360 - Feece Oil Company	1739014	443050 Misc lube, Dynalife	Paid by Check # 362262		04/30/2018	05/31/2018	05/31/2018		06/11/2018	501.13
7811 - FleetPride Inc	94470623	XX494 Axle cover	Paid by Check # 362264		05/22/2018	05/30/2018	05/30/2018		06/11/2018	260.00
1894 - Global Industrial Equipment Co Inc	112590411	KaneDOT Browning VF2S-116M Flange Bearing	Paid by EFT # 47324		05/05/2018	05/24/2018	05/24/2018		06/11/2018	148.80
10640 - Ketone Automotive, Inc.	118048	KaneDOT Paint, hardener, primer, catalyst & solvent	Paid by EFT # 47356		05/21/2018	05/24/2018	05/24/2018		06/11/2018	1,046.73
11377 - Via Carlita LLC dba Hawk Ford of St. Charles	5067	XX4123 Glass	Paid by EFT # 47439		05/17/2018	05/25/2018	05/25/2018		06/11/2018	51.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 304 - Motor Fuel Local Option											
Department 520 - Transportation											
Sub-Department 524 - Motor Fuel Local Option											
Account 60330 - Vehicle Parts/Supplies											
11377 - Via Carlita LLC dba Hawk Ford of St. Charles	5083	114123 Seal	Paid by EFT # 47439		05/16/2018	05/25/2018	05/25/2018		06/11/2018	8.81	
11377 - Via Carlita LLC dba Hawk Ford of St. Charles	5085	114123 705 Kit	Paid by EFT # 47439		05/16/2018	05/25/2018	05/25/2018		06/11/2018	19.27	
3583 - Elburn NAPA Inc	681782	XX1170 **CREDIT** #681686 Brake hardware & oil seal	Paid by EFT # 47511		05/17/2018	06/12/2018	06/12/2018		06/25/2018	(68.98)	
3583 - Elburn NAPA Inc	684096	XX1170 Air freshner, gasket, ice blade, filters, fuel cap tether	Paid by EFT # 47511		06/06/2018	06/12/2018	06/12/2018		06/25/2018	309.32	
3583 - Elburn NAPA Inc	684302	XX1170 Tire rep strips	Paid by EFT # 47511		06/07/2018	06/12/2018	06/12/2018		06/25/2018	21.60	
1125 - Transchicago Truck Group & Northwest Ford	1972352	XX8245 Fan - XMD 9.3	Paid by Check # 362521		06/05/2018	06/13/2018	06/13/2018		06/25/2018	93.72	
									Account 60330 - Vehicle Parts/Supplies Totals	Invoice Transactions 24	<u>\$6,599.15</u>
Account 60360 - Equipment Parts/Supplies											
3583 - Elburn NAPA Inc	681387	XX1170 Penetrant, spot remover, cleaner, refrgerant, lube	Paid by EFT # 47310		05/14/2018	05/24/2018	05/24/2018		06/11/2018	301.04	
3583 - Elburn NAPA Inc	682367	XX1170 Epoxy syringe & air filters	Paid by EFT # 47310		05/22/2018	05/24/2018	05/24/2018		06/11/2018	78.76	
3060 - Grainger Inc	9783510473	XX5364 Fire Extinguisher brackets	Paid by EFT # 47327		05/10/2018	05/25/2018	05/25/2018		06/11/2018	74.58	
6646 - Martin Implement Sales Inc	A62523	Kane0004 Saw Parts-Chain, Bar Scabbard, Grinder Wheel	Paid by Check # 362290		05/16/2018	05/24/2018	05/24/2018		06/11/2018	125.37	
3719 - McCann Industries, Inc.	07237118	584117 Timer	Paid by EFT # 47366		05/19/2018	05/25/2018	05/25/2018		06/11/2018	279.63	
3719 - McCann Industries, Inc.	01414855	584117 Module	Paid by EFT # 47366		05/16/2018	05/25/2018	05/25/2018		06/11/2018	104.02	
10210 - NAPCO Steel, Inc.	418023	X195 Iron, Weld Shop, Plow Trucks & Equipment Repairs	Paid by EFT # 47374		05/10/2018	05/24/2018	05/24/2018		06/11/2018	422.50	
1325 - Priority Products, Inc.	923247	XX64 Grinding wheel	Paid by Check # 362315		05/18/2018	05/24/2018	05/24/2018		06/11/2018	93.60	
1325 - Priority Products, Inc.	923471	XX64 Retainers, cable ties, butt connectors, rings, plugs, coupl	Paid by Check # 362315		05/25/2018	05/30/2018	05/30/2018		06/11/2018	140.79	
4651 - Rondo Enterprises, Inc.	107527	KDOT: Trailer Parts/Sup, Tires, Rim, Brakes, Grease, Plugs	Paid by EFT # 47399		05/25/2018	05/30/2018	05/30/2018		06/11/2018	1,108.54	



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 304 - Motor Fuel Local Option											
Department 520 - Transportation											
Sub-Department 524 - Motor Fuel Local Option											
Account 60360 - Equipment Parts/Supplies											
2396 - Valley Hydraulic Service, Inc.	222532	K0351 Stucchi Fem check valve	Paid by Check # 362339		05/03/2018	05/25/2018	05/25/2018		06/11/2018	12.14	
1928 - DeKane Equipment Corp	IA58124	03175 Hub & wheel assy	Paid by Check # 362416		06/08/2018	06/12/2018	06/12/2018		06/25/2018	4,994.17	
3583 - Elburn NAPA Inc	682394	XX1170 **CREDIT** #681387 Warranty	Paid by EFT # 47511		05/22/2018	06/12/2018	06/12/2018		06/25/2018	(2.99)	
3583 - Elburn NAPA Inc	683188	XX1170 **CREDIT** #661194 oil, air & fuel filters	Paid by EFT # 47511		05/30/2018	06/12/2018	06/12/2018		06/25/2018	(26.42)	
3583 - Elburn NAPA Inc	683933	XX1170 Wipes, fuses, v-belt, refrigerant	Paid by EFT # 47511		06/05/2018	06/12/2018	06/12/2018		06/25/2018	88.47	
4526 - Fifth Third Bank	5554-CS-05/18	KDOT:Cmcst/Tlwy/Zoro /APA/OfcWrld/ATABIKE /QBZ/LgMn;Ptrbt,Indeed	Paid by EFT # 47518		06/04/2018	06/04/2018	06/04/2018		06/25/2018	83.83	
1160 - Finkbiner Equipment Co	P19463	KaneC001 Pressure switch	Paid by Check # 362429		05/22/2018	06/07/2018	06/07/2018		06/25/2018	81.43	
6646 - Martin Implement Sales Inc	A62932	Kane004 Bushings	Paid by Check # 362473		06/05/2018	06/07/2018	06/07/2018		06/25/2018	8.70	
6646 - Martin Implement Sales Inc	A62933	Kane0004 RH Woods Blade Sets	Paid by Check # 362473		06/05/2018	06/08/2018	06/08/2018		06/25/2018	1,116.90	
3719 - McCann Industries, Inc.	07236172	584117 Electric connector	Paid by EFT # 47589		04/27/2018	06/13/2018	06/13/2018		06/25/2018	136.44	
1325 - Priority Products, Inc.	923756	XX64 Washers, locknuts, cable ties, primary wire	Paid by Check # 362498		06/01/2018	06/08/2018	06/08/2018		06/25/2018	211.04	
1325 - Priority Products, Inc.	924098	XX64 Screws, fittings, tubing clamps, cable ties, swivels	Paid by Check # 362498		06/08/2018	06/12/2018	06/12/2018		06/25/2018	353.31	
1125 - Transchicago Truck Group & Northwest Ford	1948780	XX8245 Cable	Paid by Check # 362521		06/08/2018	06/13/2018	06/13/2018		06/25/2018	260.84	
									Account 60360 - Equipment Parts/Supplies Totals	Invoice Transactions 23	\$10,046.69
Account 60370 - Tools											
4526 - Fifth Third Bank	5554-CS-05/18	KDOT:Cmcst/Tlwy/Zoro /APA/OfcWrld/ATABIKE /QBZ/LgMn;Ptrbt,Indeed	Paid by EFT # 47518		06/04/2018	06/04/2018	06/04/2018		06/25/2018	160.25	
									Account 60370 - Tools Totals	Invoice Transactions 1	\$160.25
Account 60410 - Culverts											
1349 - Welch Bros Inc	3007443	Kan300 Manhole covers	Paid by Check # 362346		05/08/2018	05/25/2018	05/25/2018		06/11/2018	60.00	



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 304 - Motor Fuel Local Option											
Department 520 - Transportation											
Sub-Department 524 - Motor Fuel Local Option											
Account 60410 - Culverts											
1349 - Welch Bros Inc	3010595	KAN300; Grate for 8" Green	Paid by Check # 362532		06/04/2018	06/13/2018	06/13/2018		06/25/2018	15.00	
									Account 60410 - Culverts Totals	Invoice Transactions 2	\$75.00
Account 60420 - Road Material											
7699 - Builders Asphalt LLC	26971	KDOT Hot patching mix	Paid by Check # 362212		05/02/2018	05/30/2018	05/30/2018		06/11/2018	188.65	
7699 - Builders Asphalt LLC	27361	KDOT Hot patching mix	Paid by Check # 362212		05/15/2018	05/30/2018	05/30/2018		06/11/2018	183.75	
7699 - Builders Asphalt LLC	27125	KDOT Hot patching mix	Paid by Check # 362212		05/08/2018	05/30/2018	05/30/2018		06/11/2018	53.90	
1011 - Curran Contracting Company	14232	61170 Hot patch mix	Paid by EFT # 47297		05/17/2018	05/25/2018	05/25/2018		06/11/2018	56.00	
1011 - Curran Contracting Company	14342	KaneDOT UPM Pothole Cold Patch Mix, for Pickup	Paid by EFT # 47500		05/29/2018	06/12/2018	06/12/2018		06/25/2018	1,208.40	
1011 - Curran Contracting Company	14304	KaneDOT UPM Cold Patch Mix	Paid by EFT # 47500		05/29/2018	06/12/2018	06/12/2018		06/25/2018	1,560.85	
1011 - Curran Contracting Company	14304-CR	KaneDOT UPM Cold Patch Mix **CREDIT** #14304	Paid by EFT # 47500		05/29/2018	06/12/2018	06/12/2018		06/25/2018	(1,560.85)	
									Account 60420 - Road Material Totals	Invoice Transactions 7	\$1,690.70
Account 63020 - Utilities- Intersect Lighting											
1063 - Meade Inc.	686635	18-00000-01-GM; EMC-TrafSgnLtMaint April 2018	Paid by EFT # 47368		05/09/2018	05/23/2018	05/23/2018		06/11/2018	44,615.93	
1063 - Meade Inc.	680696	18-00000-01-GM; 13382; EMC-TrafSgnLtMaint, Repair 2 loops Auth#2	Paid by EFT # 47591		05/21/2018	06/14/2018	06/14/2018		06/25/2018	2,098.25	
1063 - Meade Inc.	680697	18-00000-01-GM; 13382; EMC-TrafSgnLtMnt, Cut 1 loop, Auth #3	Paid by EFT # 47591		05/21/2018	06/14/2018	06/14/2018		06/25/2018	442.75	
1063 - Meade Inc.	680837	18-00000-01-GM; 13382; EMC-TrafSgnLtMnt,Rplc Batteries 22 loc	Paid by EFT # 47591		05/24/2018	06/14/2018	06/14/2018		06/25/2018	33,814.00	
									Account 63020 - Utilities- Intersect Lighting Totals	Invoice Transactions 4	\$80,970.93
									Sub-Department 524 - Motor Fuel Local Option Totals	Invoice Transactions 77	\$112,754.25
									Department 520 - Transportation Totals	Invoice Transactions 77	\$112,754.25



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
				Fund 304 - Motor Fuel Local Option Totals			Invoice Transactions 77		\$112,754.25	
Fund 305 - Transportation Sales Tax										
Department 520 - Transportation										
Sub-Department 527 - Transportation Sales Tax										
Account 50140 - Engineering Services										
1142 - Baxter & Woodman Inc	16-2017-871	16-00115-02-BR; (R)SilverGlenOtter.P1 04/15/18-05/12/18	Paid by EFT # 47269		05/16/2018	05/23/2018	05/23/2018		06/11/2018	2,283.52
11410 - CDM Smith Inc.	6-2017-2975	08-00286-01-ES; LngMdwBr.TollBrP1,Tra fStudy 04/01/18-04/28/18	Paid by EFT # 47281		05/22/2018	05/25/2018	05/25/2018		06/11/2018	73,805.75
1059 - Christopher B. Burke Engineering, Ltd.	32-Final	14-00214-03-SM Stearns Rd Br Environ P3	Paid by Check # 362221		03/26/2018	05/23/2018	05/23/2018		06/11/2018	141.66
3199 - HDR Engineering, Inc.	2-2018-741	14-00446-00-CH; Randall@WeldRd IntersImprov 04/01/18-04/28/18	Paid by EFT # 47336		05/16/2018	05/23/2018	05/23/2018		06/11/2018	37,963.24
4396 - Illinois Dept of Natural Resources	N20180063	17-00481-00-BR; HarmonyOvrHarmonyC rkOvrTribMillCrk, Ap#N20180063	Paid by Check # 362276		05/16/2018	05/23/2018	05/23/2018		06/11/2018	2,620.00
6760 - Jacobs Engineering	WTXU0300-03	17-00215-21-ES; Longmdw.TollBriOperM ntStudy 03/31/18-04/27/18	Paid by Check # 362281		05/15/2018	05/23/2018	05/23/2018		06/11/2018	13,978.16
1158 - Patrick Engineering Inc	6-2017-2906	16-00477-00-SP; Kirk56CherryLane.P2 04/01/18-04/30/18	Paid by EFT # 47382		05/14/2018	05/23/2018	05/23/2018		06/11/2018	13,712.17
5245 - Strand Associates Inc	26(#0138636)	12-00192-04-BR; (r)KirkOvrUnionPacificR 04/01/18-04/30/18	Paid by Check # 362329		05/17/2018	05/23/2018	05/23/2018		06/11/2018	19,032.45
1051 - V3 Companies of Illinois Ltd	1217065-17-Final	11-00132-01-BR; (NR) AllenOvrHampshireCr.P 3 12/01/17 - 12/31/17	Paid by EFT # 47436		01/15/2018	05/23/2018	05/23/2018		06/11/2018	1,155.46
1051 - V3 Companies of Illinois Ltd	1217053-10	13-00215-10-PV; Longmeadow,P3,Sec B-1 12/01/17-12/31/17	Paid by EFT # 47436		01/12/2018	05/23/2018	05/23/2018		06/11/2018	65,803.27
1051 - V3 Companies of Illinois Ltd	118119-11	13-00215-10-PV; Longmeadow,P3,Sec B-1 01/01/18-01/31/18	Paid by EFT # 47436		02/16/2018	05/23/2018	05/23/2018		06/11/2018	44,352.61
1051 - V3 Companies of Illinois Ltd	218058-12	13-00215-10-PV; Longmeadow,P3,Sec B-1 02/01/18-02/28/18	Paid by EFT # 47436		03/09/2018	05/23/2018	05/23/2018		06/11/2018	90,953.37



Transportation Accounts Payable by GL Distribution

Payment Date Range 06/01/18 - 06/30/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 305 - Transportation Sales Tax											
Department 520 - Transportation											
Sub-Department 527 - Transportation Sales Tax											
Account 50140 - Engineering Services											
1051 - V3 Companies of Illinois Ltd	318359-13	13-00215-10-PV; Longmeadow,P3,Sec B-1	Paid by EFT # 47436		04/07/2018	05/23/2018	05/23/2018		06/11/2018	42,167.64	
5563 - WBK Engineering, LLC	19028	17-00481-00-BR; 2017StructSrcv.P2	Paid by EFT # 47446		05/22/2018	05/30/2018	05/30/2018		06/11/2018	29,422.16	
1017 - Alfred Benesch & Co	1/118853	04/01/18-04/28/18 13-00215-30-PV; LngMdw,SecD,Rt25 to Rt62.P3	Paid by EFT # 47461		05/14/2018	06/15/2018	06/15/2018		06/25/2018	31,781.87	
1287 - Civiltech Engineering Inc	2967-18-20151539	15-00455-00-TD; RandallTransitInfrasImpr	Paid by Check # 362394		06/01/2018	06/07/2018	06/07/2018		06/25/2018	684.17	
1233 - Crawford Murphy & Tilly Inc (CMT)	58-2013-1895	13-00215-20-PV(BR); LongMeadow - Sec C Eng 03/31/18-04/27/18	Paid by EFT # 47497		05/22/2018	06/06/2018	06/06/2018		06/25/2018	83,531.09	
3199 - HDR Engineering, Inc.	1200126622-3	14-00446-00-CH; Randall@Weld/US20 IntersImprv 04/29/18-05/26/18	Paid by EFT # 47546		06/11/2018	06/14/2018	06/14/2018		06/25/2018	46,484.03	
1648 - Transystems Corporation	26-3303245	15-00277-01-BR; DaubRt30Granart.P1	Paid by Check # 362522		06/01/2018	06/12/2018	06/12/2018		06/25/2018	34,650.35	
1051 - V3 Companies of Illinois Ltd	418131-14	13-00215-10-PV; Longmeadow,P3,Sec B-1	Paid by EFT # 47661		05/11/2018	06/15/2018	06/15/2018		06/25/2018	46,809.88	
5563 - WBK Engineering, LLC	19095	15-00342-01-CH; KirkPine.P2 04/08/18-05/26/18	Paid by EFT # 47671		06/06/2018	06/15/2018	06/15/2018		06/25/2018	810.22	
									Account 50140 - Engineering Services Totals	Invoice Transactions 21	\$682,143.07
Account 74010 - Highway Right of Way											
1458 - Chicago Title Company, LLC	555164-0114363	94-00215-01-BR 1LN0024 Title Ins Target Mfg	Paid by Check # 362384		06/08/2018	06/15/2018	06/15/2018		06/25/2018	10.00	
1822 - Ottosen Britz Kelly Cooper Gilbert & Dinolfo, Ltd	106850	94-00215-01-BR 1LN0050 Tr#83048 Title Ins	Paid by Check # 362490		04/30/2018	06/15/2018	06/15/2018		06/25/2018	280.00	
1822 - Ottosen Britz Kelly Cooper Gilbert & Dinolfo, Ltd	106901	94-00215-01-BR 1LN0047 eminent domain	Paid by Check # 362490		04/30/2018	06/15/2018	06/15/2018		06/25/2018	455.00	



Transportation Accounts Payable by GL Distribution

Payment Date Range 06/01/18 - 06/30/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 305 - Transportation Sales Tax										
Department 520 - Transportation										
Sub-Department 527 - Transportation Sales Tax										
Account 74010 - Highway Right of Way										
11101 - Walker Wilcox Matousek, LLP	132674	94-00215-01-BR Besinger Properties 1LN0100 eminent domain	Paid by Check # 362531		04/09/2018	06/06/2018	06/06/2018		06/25/2018	1,504.50
11101 - Walker Wilcox Matousek, LLP	133768	94-00215-01-BR 1LN0012 eminent domain	Paid by Check # 362531		05/15/2018	06/15/2018	06/15/2018		06/25/2018	220.00
11101 - Walker Wilcox Matousek, LLP	133793	94-00215-01-BR 1LN0100 eminent domain	Paid by Check # 362531		05/15/2018	06/15/2018	06/15/2018		06/25/2018	100.00
							Account 74010 - Highway Right of Way Totals		Invoice Transactions 6	<u>\$2,569.50</u>
							Sub-Department 527 - Transportation Sales Tax Totals		Invoice Transactions 27	<u>\$684,712.57</u>
							Department 520 - Transportation Totals		Invoice Transactions 27	<u>\$684,712.57</u>
							Fund 305 - Transportation Sales Tax Totals		Invoice Transactions 27	<u>\$684,712.57</u>
Fund 540 - Transportation Capital										
Department 520 - Transportation										
Sub-Department 525 - Transportation Capital										
Account 50140 - Engineering Services										
1082 - Burns & McDonnell Engineering Co	36-2013-1892	13-00215-30-PV; LongMeadow, SecD Eng 12/01/18-04/30/18	Paid by EFT # 47480		05/29/2018	06/06/2018	06/06/2018		06/25/2018	5,247.12
							Account 50140 - Engineering Services Totals		Invoice Transactions 1	<u>\$5,247.12</u>
Account 73000 - Road Construction										
1021 - State of IL Treasurer-IDOT	121927-FINAL	11-00418-01-SP; Rndl/Fbyn/SivrGlnP3,Th orneElec,5/30/17- 10/19/17	Paid by Check # 362511		06/01/2018	06/15/2018	06/15/2018		06/25/2018	53,591.34
1021 - State of IL Treasurer-IDOT	121752-Final	99-00232-01-WR; Orchard-JerichoToRt30, 05/14/12-12/05/17	Paid by Check # 362511		04/02/2018	06/15/2018	06/15/2018		06/25/2018	1,214,471.47
							Account 73000 - Road Construction Totals		Invoice Transactions 2	<u>\$1,268,062.81</u>
							Sub-Department 525 - Transportation Capital Totals		Invoice Transactions 3	<u>\$1,273,309.93</u>
							Department 520 - Transportation Totals		Invoice Transactions 3	<u>\$1,273,309.93</u>
							Fund 540 - Transportation Capital Totals		Invoice Transactions 3	<u>\$1,273,309.93</u>



Transportation Accounts Payable by GL Distribution

Payment Date Range 06/01/18 - 06/30/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 550 - Aurora Area Impact Fees										
Department 520 - Transportation										
Sub-Department 550 - Aurora Impact Fee										
Account 73000 - Road Construction										
1021 - State of IL Treasurer-IDOT	121752-Final	99-00232-01-WR; Orchard-JerichoToRt30, # 362511 05/14/12-12/05/17	Paid by Check		04/02/2018	06/15/2018	06/15/2018		06/25/2018	51,059.25
							Account 73000 - Road Construction Totals		Invoice Transactions 1	\$51,059.25
							Sub-Department 550 - Aurora Impact Fee Totals		Invoice Transactions 1	\$51,059.25
							Department 520 - Transportation Totals		Invoice Transactions 1	\$51,059.25
							Fund 550 - Aurora Area Impact Fees Totals		Invoice Transactions 1	\$51,059.25
Fund 552 - Greater Elgin Impact Fees										
Department 520 - Transportation										
Sub-Department 552 - Greater Elgin Impact Fees										
Account 50140 - Engineering Services										
1059 - Christopher B. Burke Engineering, Ltd.	3-2018-740	14-00214-28-CH; StrnBrSt5A.P2 04/01/18-04/28/18	Paid by EFT # 47285		05/10/2018	05/23/2018	05/23/2018		06/11/2018	16,539.58
1059 - Christopher B. Burke Engineering, Ltd.	4-2018-740	14-00214-28-CH; StrnBrSt5A.P2 04/29/18-05/26/18	Paid by EFT # 47489		06/07/2018	06/12/2018	06/12/2018		06/25/2018	21,932.67
							Account 50140 - Engineering Services Totals		Invoice Transactions 2	\$38,472.25
							Sub-Department 552 - Greater Elgin Impact Fees Totals		Invoice Transactions 2	\$38,472.25
							Department 520 - Transportation Totals		Invoice Transactions 2	\$38,472.25
							Fund 552 - Greater Elgin Impact Fees Totals		Invoice Transactions 2	\$38,472.25
Fund 555 - Tri-Cities Impact Fees										
Department 520 - Transportation										
Sub-Department 555 - Tri-Cities Impact Fees										
Account 50140 - Engineering Services										
7579 - Thomas Engineering Group, LLC	35 (18-108)	11-00201-04-CH; [R] Fabyan Pkwy/Kirk- Eng,P2 04/01/18- 04/30/18	Paid by EFT # 47650		06/07/2018	06/12/2018	06/12/2018		06/25/2018	20,233.14
7579 - Thomas Engineering Group, LLC	36 (18-109)	11-00201-04-CH; [R] Fabyan Pkwy/Kirk- Eng,P2 05/01/18- 05/31/18	Paid by EFT # 47650		06/08/2018	06/12/2018	06/12/2018		06/25/2018	2,325.56
							Account 50140 - Engineering Services Totals		Invoice Transactions 2	\$22,558.70
							Sub-Department 555 - Tri-Cities Impact Fees Totals		Invoice Transactions 2	\$22,558.70
							Department 520 - Transportation Totals		Invoice Transactions 2	\$22,558.70
							Fund 555 - Tri-Cities Impact Fees Totals		Invoice Transactions 2	\$22,558.70



Transportation Accounts Payable by GL Distribution

Payment Date Range 06/01/18 - 06/30/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 558 - North Impact Fees										
Department 520 - Transportation										
Sub-Department 558 - North Impact Fees										
Account 50140 - Engineering Services										
1287 - Civiltech Engineering Inc	3227-04	16-00215-11-PV; LongmdwB2.P3 03/31/18-04/27/18	Paid by Check # 362239		05/11/2018	05/23/2018	05/23/2018		06/11/2018	92,704.22
							Account 50140 - Engineering Services Totals	Invoice Transactions	1	\$92,704.22
							Sub-Department 558 - North Impact Fees Totals	Invoice Transactions	1	\$92,704.22
							Department 520 - Transportation Totals	Invoice Transactions	1	\$92,704.22
							Fund 558 - North Impact Fees Totals	Invoice Transactions	1	\$92,704.22
							Grand Totals	Invoice Transactions	239	\$2,618,001.99

**Kane County Purchasing Card Information
Transportation Committee
June 2018 Statement**

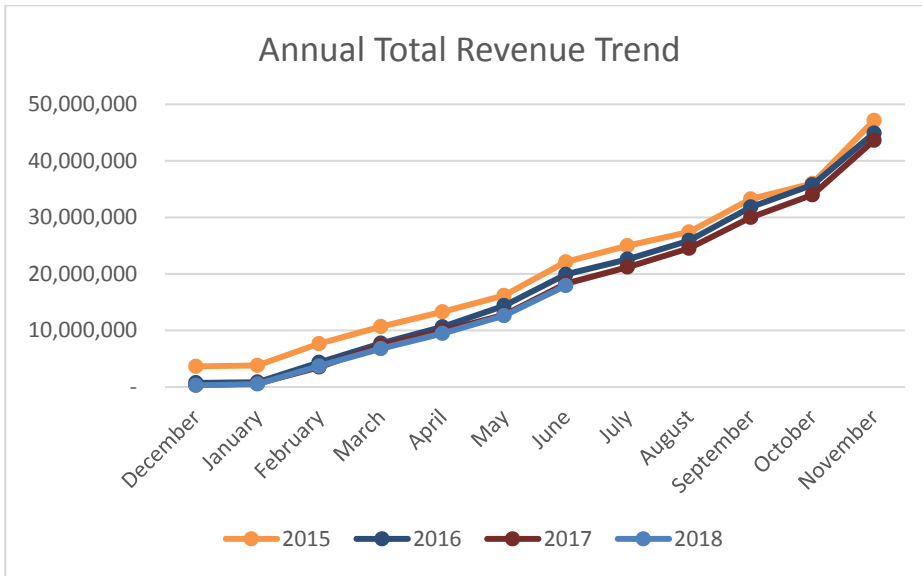
520 TRANSPORTATION

<i>Transaction Date</i>	<i>Merchant Name</i>	<i>Additional Information</i>	<i>Transaction Amount</i>
06/05/2018	AMAZON.COM AMZN.COM/BI	AMZN.COM/BILL	90.07
06/05/2018	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	114.99
06/06/2018	THE WEBSTAURANT STORE	717-392-7472	132.05
06/07/2018	PAYPAL ZORO.COM	8552899676	184.58
06/08/2018	AMAZON MKTPLACE PMTS W	WWW.AMAZON.CO	164.97
06/08/2018	PAYPAL ZORO.COM	4029357733	-4.02
06/08/2018	PAYPAL ZORO.COM	8552899676	55.74
06/08/2018	COMCAST CHICAGO	800-COMCAST	29.73
06/19/2018	QBZ REPAIR	SOUTH ELGIN	448.17
06/20/2018	PAYPAL ZORO.COM	8552899676	398.09
06/20/2018	PAYPAL FULL SOURCE	4029357733	445.74
06/20/2018	WALMART.COM	8009666546	269.28
06/24/2018	AMAZON MKTPLACE PMTS W	WWW.AMAZON.CO	70.63
06/29/2018	LOGMEIN GOTOMEETING	855-837-1750	49.00
07/01/2018	INDEED	203-564-2400	288.70
07/03/2018	AMERICAN PUBLIC WORKS	8164726100	325.00
<i>Department Total</i>			3,062.72
<i>Committee Total</i>			3,062.72

KANE COUNTY DIVISION OF TRANSPORTATION
Finance & Budget Department
Key Financial Indicators
Monthly Report – thru June 30, 2018

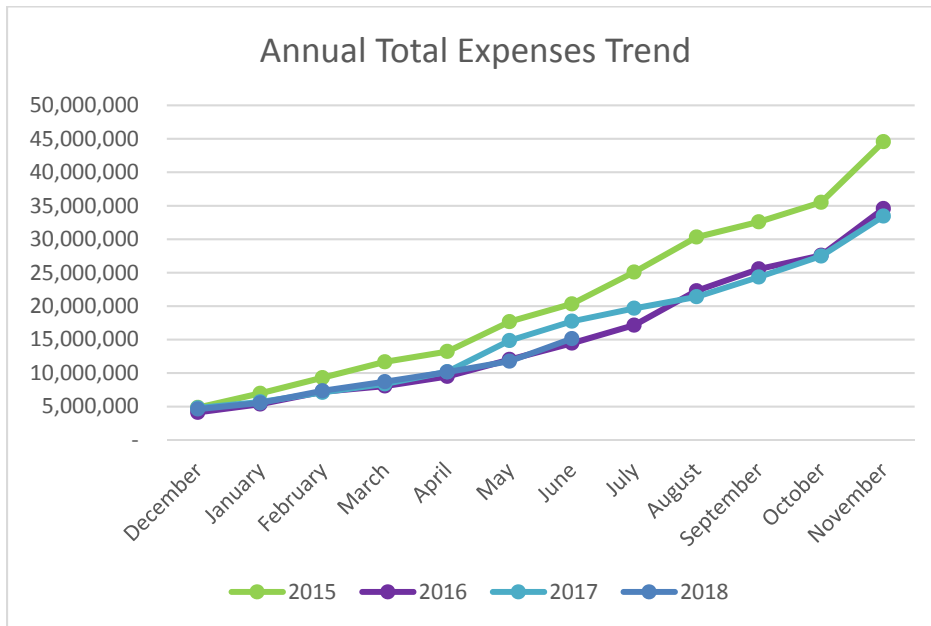
FY18

- **Total Revenue** - \$17,907,212; representing 21.91% of FY18 budgeted new revenues.



2015	\$46.44
2016	\$40.99
2017	\$84.79
2018	\$81.72

- **Total Expenses** – \$15,147,324; 13% of FY18 budgeted expenses.



2015	\$74.16
2016	\$60.46
2017	\$98.55
2018	\$116.47

- **Accounts Receivable** – \$281,431; 3% over 30 days

Attachments: Open Purchase Orders Report for FY18; Fund Status Report for FY18
 Detailed information available from: Kathy Hopkinson, Chief of Finance & Budget, 630-845-7872

**Kane County Division of Transportation
Open Purchase Orders
June 30, 2018**

Project	P.O. Number	Vendor Name	Funds	PO Amount	Expensed	Amount Remaining
2017 On-Call Design Engineering (Burke)(17-00482-00-ES)	2017-00002389	Christopher B. Burke Engineering, Ltd.	300 - County Highway	350,000	168,978	181,022
2017 Structural Services (17-00481-00-BR)	2017-00002624	WBK Engineering, LLC	305 - Transportation Sales Tax	341,666	177,322	164,343
Allen Road Over Hampshire Creek (11-00132-01-BR)	2016-00000138	State of IL Treasurer-IDOT	305 - Transportation Sales Tax	288,944	287,471	1,473
Anderson Road from IL38 to Keslinger Road (01-00274-00-BR)	2013-00002425	State of IL Treasurer-IDOT	302 - Motor Fuel Tax	4,830,000	3,551,479	1,278,521
Annual Bridge Inspections	2016-00001103	Union Pacific Railroad Company	302 - Motor Fuel Tax	68,552	10,310	58,242
	2017-00000264	Hampton Lenzini & Renwick, Inc. (HLR)	301 - County Bridge	390,054	389,248	806
	2018-00000474	Hampton Lenzini & Renwick, Inc. (HLR)	301 - County Bridge	401,310	206,201	195,109
Arterial Operations Center (10-00389-00-MG)	2016-00001914	Technical Innovation dba One Diversified LLC	300 - County Highway	107,796	100,002	7,794
Bliss Road Over Blackberry Creek (08-00058-02-BR)	2016-00002621	Illinois Construction & Environ. Consulting(ICE)	305 - Transportation Sales Tax	311,938	311,009	928
	2017-00001080	State of IL Treasurer-IDOT	305 - Transportation Sales Tax	943,809	757,743	186,067
Bliss Road over I88 (045-9959)(17-00483-00-BR)	2018-00000739	ISHTA (Illinois State Highway Tollway Authority)	304 - Motor Fuel Local Option	325,070	-	325,070
Bliss Road over Lake Run (16-00474-00-BR)	2017-00000867	Engineering Resource Associates, Inc.	305 - Transportation Sales Tax	178,202	115,447	62,756
Bliss/Fabyan/Main (14-00288-01-PV)	2018-00001369	Baxter & Woodman Inc	305 - Transportation Sales Tax	796,871	-	796,871
Bunker Road from Keslinger Road to La Fox Road (14-00275-01-PV)	2014-00002463	WBK Engineering, LLC	305 - Transportation Sales Tax	778,864	702,198	76,666
Burlington Over Trib to Virgil Ditch No.3(South)(14-00437-00-BR)	2014-00002620	RS&H, Inc.	305 - Transportation Sales Tax	150,916	117,006	33,910
Burlington Road at IL 47 (07-00357-00-CH)	2015-00002940	State of IL Treasurer-IDOT	551 - Campton Hills Impact Fees	39,107	-	39,107
County Line Road over I88 (045-9953)(17-00483-00-BR)	2018-00000739	ISHTA (Illinois State Highway Tollway Authority)	304 - Motor Fuel Local Option	226,330	-	226,330
CrackSealing	2018-00001227	SKC Construction, Inc.	304 - Motor Fuel Local Option	167,534	-	167,534
Dauberman at US 30 and Granart Road (15-00277-01-BR)	2016-00000896	Transystems Corporation	305 - Transportation Sales Tax	1,188,751	1,090,071	98,680
	2018-00001371	Transystems Corporation	554 - Southwest Impact Fees	735,220	-	735,220
	2018-00001372	Transystems Corporation	540 - Transportation Capital	737,844	-	737,844
Dauberman Road over I88 (045-9956)(17-00483-00-BR)	2018-00000739	ISHTA (Illinois State Highway Tollway Authority)	304 - Motor Fuel Local Option	247,580	-	247,580
Dauberman Road Over Welch Creek (08-00066-02-BR)	2015-00002085	State of IL Treasurer-IDOT	305 - Transportation Sales Tax	155,920	133,287	22,633
Ellithorpe Road Culvert Improvements (17-00487-00-DR)	2018-00001021	Martam Construction Inc	304 - Motor Fuel Local Option	194,328	-	194,328
Engineering Assistance	2015-00001538	Midland Standard Engineering & Testing, Inc.	300 - County Highway	450,000	176,460	273,540
	2016-00001747	Huff & Huff Inc	300 - County Highway	100,000	30,902	69,098
	2017-00003132	Applied Ecological Services	304 - Motor Fuel Local Option	300,000	2,882	297,118
	2018-00000877	Muller & Muller, Ltd	300 - County Highway	24,500	-	24,500
	2018-00001020	Rubino Engineering, Inc.	304 - Motor Fuel Local Option	150,000	-	150,000
	2018-00001022	Hampton Lenzini & Renwick, Inc. (HLR)	304 - Motor Fuel Local Option	100,000	-	100,000
	2018-00001251	WBK Engineering, LLC	300 - County Highway	29,000	-	29,000
Fabyan Parkway at Kirk Road (11-00201-04-CH)	2015-00000087	Thomas Engineering Group, LLC	555 - Tri-Cities Impact Fees	628,575	599,286	29,289
Fabyan Parkway Over Fox River (17-00479-00-BR)	2017-00002625	Stanley Consultants Inc	304 - Motor Fuel Local Option	403,808	151,324	252,484
French Road Over Burlington Creek (08-00386-00-BR)	2014-00002466	ComEd	305 - Transportation Sales Tax	77,214	38,607	38,607
GIS Technologies	2018-00000473	HNTB Corporation	300 - County Highway	223,000	5,660	217,340
Huntley Road at Galligan Road (08-00112-00-CH)	2018-00001368	State of IL Treasurer-IDOT	552 - Greater Elgin Impact Fees	417,439	-	417,439
Impact Fee Program	2015-00002082	CH2M Hill, Inc.	300 - County Highway	172,154	148,397	23,757
Jericho Road Over Blackberry Creek (04-00329-00-BR)	2015-00001219	State of IL Treasurer-IDOT	305 - Transportation Sales Tax	780,073	733,917	46,157
Kirk Road at Douglas Road (08-00377-00-CH)	2015-00000873	State of IL Treasurer-IDOT	305 - Transportation Sales Tax	352,872	160,595	192,277
Kirk Road at Pine Street (15-00342-01-CH)	2017-00002905	WBK Engineering, LLC	305 - Transportation Sales Tax	81,000	75,474	5,525
Kirk Road IL56 to Cherry Lane (16-00477-00-SP)	2017-00002906	Patrick Engineering Inc	305 - Transportation Sales Tax	272,840	106,362	166,478
Kirk Road Over Union Pacific RR (12-00192-04-BR)	2013-00001404	Strand Associates Inc	305 - Transportation Sales Tax	1,137,627	912,913	224,714
Longmeadow D Tree Clearing Improvement (16-00215-31-PV)	2017-00000557	Homer Tree Service, Inc.	305 - Transportation Sales Tax	51,579	-	51,579
LongMeadow Parkway Bridge (94-00215-01-BR)	2010-00001756	Engineering Enterprises Inc	304 - Motor Fuel Local Option	229,979	226,125	3,854
	2015-00002949	American Surveying & Engineering, P.C.	300 - County Highway	50,000	22,750	27,250
	2016-00001575	T Engineering Services Ltd	305 - Transportation Sales Tax	7,000	6,250	750
	2017-00002899	T Engineering Services Ltd	305 - Transportation Sales Tax	2,000	-	2,000
	2017-00002975	CDM Smith Inc.	305 - Transportation Sales Tax	488,729	364,880	123,849
	2018-00000276	Jacobs Engineering	305 - Transportation Sales Tax	160,000	92,187	67,813
Longmeadow Pkwy (B-1) - Randall to White Chapel (13-00215-10-PV)	2013-00001894	Bollinger, Lach & Associates Inc	540 - Transportation Capital	1,913,733	1,908,427	5,306
	2016-00001493	V3 Companies of Illinois Ltd	305 - Transportation Sales Tax	1,199,680	1,067,470	132,210

Kane County Division of Transportation
 Open Purchase Orders
 June 30, 2018

Project	P.O. Number	Vendor Name	Funds	PO Amount	Expensed	Amount Remaining
	2017-00001083	State of IL Treasurer-IDOT	305 - Transportation Sales Tax	1,615,351	988,025	627,327
Longmeadow Pkwy (B-2)-East of White Chapel to 31(16-00215-11-P)	2017-00002907	Civiltech Engineering Inc	558 - North Impact Fees	2,271,940	294,267	1,977,673
	2018-00000273	State of IL Treasurer-IDOT	556 - Upper Fox Impact Fees	462,359	-	462,359
	2018-00000273	State of IL Treasurer-IDOT	558 - North Impact Fees	924,718	-	924,718
	2018-00000273	State of IL Treasurer-IDOT	302 - Motor Fuel Tax	1,566,823	-	1,566,823
	2018-00000273	State of IL Treasurer-IDOT	305 - Transportation Sales Tax	6,258,676	-	6,258,676
	2018-00001032	Forest Preserve District of Kane County	305 - Transportation Sales Tax	500,000	-	500,000
Longmeadow Pkwy (C-1) - IL 31 to IL 25 (13-00215-20-BR)	2013-00001895	Crawford Murphy & Tilly Inc (CMT)	305 - Transportation Sales Tax	313,992	163,516	150,476
	2013-00001895	Crawford Murphy & Tilly Inc (CMT)	540 - Transportation Capital	1,354,145	1,062,087	292,059
Longmeadow Pkwy (D) - IL 25 to IL 62 (13-00215-30-PV)	2013-00001892	Burns & McDonnell Engineering Co	540 - Transportation Capital	626,216	613,773	12,443
	2016-00002118	Alfred Benesch & Co	305 - Transportation Sales Tax	749,904	31,782	718,122
	2018-00000274	State of IL Treasurer-IDOT	302 - Motor Fuel Tax	1,917,200	-	1,917,200
Main Street at Deerpath Road (14-00448-00-CH)	2017-00001250	City of Batavia	560 - South Impact Fees	120,033	96,027	24,007
Main Street at Nelson Lake Rd (08-00378-00-CH)	2015-00001223	State of IL Treasurer-IDOT	540 - Transportation Capital	128,084	110,950	17,134
Main Street over I88 (045-0083)(17-00483-00-BR)	2018-00000739	ISHTA (Illinois State Highway Tollway Authority)	304 - Motor Fuel Local Option	26,710	-	26,710
Maintenance and Supplies	2016-00000640	Toshiba Business Solutions, Inc.	300 - County Highway	1,510	279	1,231
	2016-00001912	Engineering Resource Associates, Inc.	300 - County Highway	43,958	38,461	5,497
	2017-00003056	Toshiba Business Solutions, Inc.	300 - County Highway	1,000	23	977
	2017-00003058	Toshiba Business Solutions, Inc.	300 - County Highway	1,000	218	782
	2018-00000001	Jaeger	300 - County Highway	48,000	24,000	24,000
	2018-00000025	McHenry Analytical Water Laboratory, Inc.	300 - County Highway	2,000	-	2,000
	2018-00000026	Alarm Detection Systems Inc	300 - County Highway	3,000	914	2,086
	2018-00000031	Mansfield Oil Company of Gainesville, Inc	300 - County Highway	225,000	113,511	111,489
	2018-00000066	Waste Management of Illinois - West	300 - County Highway	5,600	2,536	3,064
	2018-00000069	Gasaway Distributors Inc	300 - County Highway	2,064	1,936	128
	2018-00000192	Gasaway Distributors Inc	300 - County Highway	2,064	1,940	124
	2018-00000228	Urban Elevator Service Inc	300 - County Highway	4,245	1,613	2,632
	2018-00000230	irth Solutions, LLC (Bytronics)	300 - County Highway	3,000	1,113	1,887
	2018-00000285	Impact Networking, LLC	300 - County Highway	720	325	395
	2018-00000286	Impact Networking, LLC	300 - County Highway	480	196	284
	2018-00000287	K & K Image Technology Inc.	300 - County Highway	1,413	772	641
	2018-00000341	Culligan Tri City Soft Water	300 - County Highway	1,980	1,066	914
	2018-00000342	Eco-Clean Maintenance, Inc.	300 - County Highway	18,651	9,325	9,325
	2018-00000343	Ready Refresh by Nestle (Ice Mountain)	300 - County Highway	2,004	1,779	225
	2018-00000486	Warehouse Direct Office Products	300 - County Highway	4,500	1,757	2,743
	2018-00000713	CDW Government LLC	300 - County Highway	75	-	75
	2018-00000713	CDW Government LLC	300 - County Highway	75	-	75
	2018-00000772	Priority Products, Inc.	300 - County Highway	2,000	786	1,214
	2018-00000833	Waste Management of Illinois - West	300 - County Highway	5,000	1,298	3,702
	2018-00000838	Fox Valley Fire & Safety Co	300 - County Highway	1,200	657	543
	2018-00000847	Cartegraph Systems, Inc.	300 - County Highway	182,300	56,075	126,225
	2018-00001045	Sisler's Ice, Inc.	300 - County Highway	450	290	160
	2018-00001048	HI-VIZ Inc	300 - County Highway	2,975	-	2,975
	2018-00001061	Vista Training Inc	300 - County Highway	3,950	-	3,950
	2018-00001074	Russo Power Equipment	300 - County Highway	11,850	-	11,850
	2018-00001111	Steiner Electric Co Inc	300 - County Highway	4,482	-	4,482
	2018-00001198	Stenstrom Petroleum Services Group	300 - County Highway	2,775	1,075	1,700
	2018-00001199	Alarm Detection Systems Inc	300 - County Highway	1,209	785	424
	2018-00001224	Geneva Construction Company	300 - County Highway	225,000	-	225,000
	2018-00001241	Bentley Systems Inc	300 - County Highway	3,042	-	3,042
	2018-00001254	TAPCO (Traffic & Parking Control Co, Inc.)	300 - County Highway	175	-	175

Kane County Division of Transportation
 Open Purchase Orders
 June 30, 2018

Project	P.O. Number	Vendor Name	Funds	PO Amount	Expensed	Amount Remaining
	2018-00001254	TAPCO (Traffic & Parking Control Co, Inc.)	300 - County Highway	1,575	-	1,575
	2018-00001345	Farnsworth Group Inc	300 - County Highway	11,705	-	11,705
	2018-00001350	Traffic Control & Protection, Inc.	300 - County Highway	89	-	89
	2018-00001362	Olsson Roofing Company, Inc.	300 - County Highway	5,855	-	5,855
	2018-00001417	McMaster-Carr Supply Co	300 - County Highway	90	-	90
	2018-00001419	Grainger Inc	300 - County Highway	103	-	103
	2018-00001421	All American Door Hardware, Inc.	300 - County Highway	463	-	463
	2018-00001457	Genesis Technologies Inc.	300 - County Highway	88	-	88
	2018-00000146	Cargill Incorporated (Cargill Deicing Technology)	303 - County Highway Matching	67,270	33,622	33,648
	2017-00001883	Chastain & Associates LLC	304 - Motor Fuel Local Option	6,896	-	6,896
	2018-00000017	Telvent DTN, LLC	304 - Motor Fuel Local Option	2,100	1,056	1,044
	2018-00000146	Cargill Incorporated (Cargill Deicing Technology)	304 - Motor Fuel Local Option	588,506	588,496	10
	2018-00000738	Curran Contracting Company	304 - Motor Fuel Local Option	4,800	2,303	2,497
	2018-00000831	Ketone Automotive, Inc.	304 - Motor Fuel Local Option	8,000	2,895	5,105
	2018-00000932	LaFarge North America	304 - Motor Fuel Local Option	14,050	2,141	11,909
	2018-00000973	Prime Tack & Seal Co (PTS)	304 - Motor Fuel Local Option	22,190	-	22,190
	2018-00001303	Cintas Corporation	304 - Motor Fuel Local Option	7,100	2,050	5,050
	2018-00001319	Rodon Corporation	304 - Motor Fuel Local Option	2,160	-	2,160
	2018-00001330	DeKane Equipment Corp	304 - Motor Fuel Local Option	4,994	-	4,994
	2018-00001427	Buck Brothers Inc	304 - Motor Fuel Local Option	156	-	156
	2018-00001431	Cylinders Inc	304 - Motor Fuel Local Option	1,278	-	1,278
	2018-00001456	NAPCO Steel, Inc.	304 - Motor Fuel Local Option	288	-	288
	2018-00000006	Battery Service Corporation	304 - Motor Fuel Local Option	5,000	2,071	2,929
	2018-00000007	Priority Products, Inc.	304 - Motor Fuel Local Option	10,000	8,402	1,598
	2018-00000008	Elburn NAPA Inc	304 - Motor Fuel Local Option	4,000	3,393	607
	2018-00000009	Elburn NAPA Inc	304 - Motor Fuel Local Option	10,000	8,180	1,820
	2018-00000010	Feece Oil Company	304 - Motor Fuel Local Option	9,000	6,445	2,555
	2018-00000886	Pomps Tire Service Inc	304 - Motor Fuel Local Option	4,500	-	4,500
Pavement Management System	2016-00000694	Applied Research Associates Inc	300 - County Highway	194,700	188,197	6,503
Pavement Marking	2017-00001598	Precision Pavement Markings, Inc.	304 - Motor Fuel Local Option	310,071	150,886	159,185
	2017-00002000	Maintenance Coatings Co	304 - Motor Fuel Local Option	210,922	-	210,922
	2018-00001226	Precision Pavement Markings, Inc.	304 - Motor Fuel Local Option	483,273	-	483,273
	2018-00001228	Preform Traffic Control System Ltd	304 - Motor Fuel Local Option	528,671	-	528,671
Pavement Preservation	2018-00001223	AC Pavement Striping Co	304 - Motor Fuel Local Option	774,048	274,729	499,319
Pavement Resurfacing	2018-00001225	Geneva Construction Company	304 - Motor Fuel Local Option	9,383,923	1,502,901	7,881,022
Peplow Over Trib. of Virgil Ditch #3(Union)(08-00383-00-BR)	2013-00002747	WBK Engineering, LLC	304 - Motor Fuel Local Option	258,655	250,969	7,687
	2018-00000742	Tecma Associates Inc	305 - Transportation Sales Tax	399,813	-	399,813
Planning	2015-00002083	CH2M Hill, Inc.	300 - County Highway	299,780	261,176	38,604
Randall & Weld US20 Ramp (14-00446-00-CH)	2018-00000741	HDR Engineering, Inc.	305 - Transportation Sales Tax	598,781	89,037	509,744
Randall Over UPRR & Tyler Creek (13-00176-02-BR)	2013-00002766	HR GREEN Inc (formerly SEC GROUP Inc)	305 - Transportation Sales Tax	275,333	238,184	37,150
Randall Rd Transit Infrastructure Improvements (15-00455-00-TD)	2015-00001539	Civiltech Engineering Inc	305 - Transportation Sales Tax	163,331	157,821	5,510
Randall Road at Red Gate Road (17-00264-01-CH)	2017-00002391	Geneva Construction Company	305 - Transportation Sales Tax	188,853	164,237	24,615
Silver Glen and IL31 (15-00463-00-CH)	2016-00000174	State of IL Treasurer-IDOT	300 - County Highway	19,176	6,703	12,473
Silver Glen Over Otter Creek Branch (16-00115-02-BR)	2017-00000871	Baxter & Woodman Inc	305 - Transportation Sales Tax	198,210	191,101	7,110
	2018-00000275	Baxter & Woodman Inc	305 - Transportation Sales Tax	227,560	-	227,560
Silver Glen over Otter Creek Bridge Repair (17-00115-04-BR)	2018-00000848	D Construction	304 - Motor Fuel Local Option	284,305	-	284,305
Stage 2 - HSIP - Orchard Randl Fabyan Hughes (12-00424-00-SP)	2013-00001130	Christopher B. Burke Engineering, Ltd.	540 - Transportation Capital	372,449	354,186	18,263
	2018-00001229	V3 Companies of Illinois Ltd	540 - Transportation Capital	649,005	-	649,005
Stearns Bridge - IL25 from Dunham to CC&P RR (06-00214-18-RP)	2013-00001999	State of IL Treasurer-IDOT	555 - Tri-Cities Impact Fees	609,442	-	609,442
Stearns Bridge - McLean Fen (06-00214-11-LS)	2012-00000543	State of IL Treasurer-IDOT	305 - Transportation Sales Tax	114,628	97,803	16,825
Stearns Corridor Traffic System (11-00214-00-TL)	2014-00001683	CIORBA Group Inc	305 - Transportation Sales Tax	161,324	159,829	1,496

Kane County Division of Transportation
 Open Purchase Orders
 June 30, 2018

Project	P.O. Number	Vendor Name	Funds	PO Amount	Expensed	Amount Remaining
	2014-00002465	State of IL Treasurer-IDOT	305 - Transportation Sales Tax	367,501	275,528	91,973
Stearns Rd Drainage Improvement (15-00214-28-DR)	2015-00002686	WBK Engineering, LLC	305 - Transportation Sales Tax	15,750	2,219	13,531
Stearns Road at Randall Road (14-00214-28-CH)	2018-00000740	Christopher B. Burke Engineering, Ltd.	552 - Greater Elgin Impact Fees	346,759	77,639	269,120
Stg3-HSIP Randl North Cnty Line Silver Glen (14-00436-00-SP)	2014-00002605	Hanson Professional Services Inc	540 - Transportation Capital	298,704	278,945	19,759
Traffic Command Center (12-00389-01-EG)	2012-00001611	Transcore ITS, LLC	300 - County Highway	251,983	239,324	12,659
Traffic Engineering Assistance	2015-00000291	Kimley-Horn & Associates, Inc.	304 - Motor Fuel Local Option	170,000	18,239	151,761
	2015-00002084	Gewalt Hamilton Associates, Inc.	304 - Motor Fuel Local Option	90,166	70,194	19,971
Traffic Signal & Light Maintenance	2017-00002908	Meade Inc.	304 - Motor Fuel Local Option	1,639,755	260,272	1,379,483
Traffic Signal Operation Management Services (TSOM)	2015-00002950	P B Americas, Inc. (Parsons Brinckerhoff)	300 - County Highway	1,091,143	647,743	443,400
Walker Road Over Burlington Creek (08-00133-01-BR)	2015-00000338	ComEd	305 - Transportation Sales Tax	98,230	49,115	49,115
	2015-00001218	State of IL Treasurer-IDOT	305 - Transportation Sales Tax	310,943	248,754	62,189
West County Line Road over Union Ditch #3 (08-00024-01-BR)	2016-00001494	Wight & Company	305 - Transportation Sales Tax	174,000	48,522	125,478
	2018-00000280	State of IL Treasurer-IDOT	305 - Transportation Sales Tax	312,677	-	312,677
			Total	66,080,427	25,537,103	40,543,324

Kane County Division of Transportation
Fund Status Report
as of June 30, 2018

	Beginning Fund	M-T-D					Contractual	Debt Service	Fund Balance	
	Balance	Revenues	Y-T-D Revenues	M-T-D Expenses	Y-T-D Expenses	Fund Balance	Obligations	Obligations	Less Obligations	A/R
Special Revenue Funds										
300 - County Highway	\$ 11,335,739	\$ 2,258,552	\$ 2,850,984	\$ 471,516	\$ 3,020,607	\$ 11,166,116	\$ 1,942,924		\$ 9,223,192	\$ 17,783
301 - County Bridge	496,461	173,878	195,446	78,952	172,680	519,227	195,915		323,312	34,729
302 - Motor Fuel Tax	15,535,283	547,199	2,801,670	285,691	5,540,704	12,796,249	4,820,785	6,989,238	986,226	-
303 - County Highway Matching	196,947	28,935	34,019	-	33,622	197,344	33,648		163,695	
304 - Motor Fuel Local Option	20,109,846	788,707	4,153,884	573,978	1,620,048	22,643,682	13,674,193	171,145	8,798,344	1,373
<i>Special Revenue Funds Subtotal:</i>	\$ 47,674,276	\$ 3,797,271	\$ 10,036,003	\$ 1,410,138	\$ 10,387,661	\$ 47,322,618	\$ 20,667,466	\$ 7,160,382	\$ 19,494,769	\$ 53,885
Restricted Capital Funds										
305 - Transportation Sales Tax	\$ 29,400,743	\$ 1,261,491	\$ 6,404,210	\$ 425,547	\$ 2,179,635	\$ 33,625,317	\$ 12,635,671		\$ 20,989,647	\$ 136,530
540 - Transportation Capital	3,957,630	-	128,408	1,328,558	1,498,808	2,587,230	1,751,813		835,418	91,017
<i>Restricted Capital Funds Subtotal:</i>	\$ 33,358,373	\$ 1,261,491	\$ 6,532,618	\$ 1,754,106	\$ 3,678,444	\$ 36,212,548	\$ 14,387,483	\$ -	\$ 21,825,064	\$ 227,546
Impact Fee Funds										
550 - Aurora Area Impact Fees	\$ 691,265	\$ -	\$ 27,032	\$ 51,059	\$ 51,059	\$ 667,238	\$ -		\$ 667,238	
551 - Campton Hills Impact Fees	1,014,756	-	5,565	-	-	1,020,322	39,107		981,215	
552 - Greater Elgin Impact Fees	1,129,948	-	35,301	21,933	77,639	1,087,610	686,560		401,050	
553 - Northwest Impact Fees	330,093	-	15,246	-	-	345,339	-		345,339	
554 - Southwest Impact Fees	777,423	32,545	46,415	-	-	823,838	735,220		88,618	
555 - Tri-Cities Impact Fees	1,451,643	-	25,416	22,559	88,547	1,388,512	638,731		749,781	-
556 - Upper Fox Impact Fees	1,063,301	-	29,554	-	-	1,092,856	462,359		630,496	
557 - West Central Impact Fees	65,009	-	4,856	-	-	69,865	-		69,865	
558 - North Impact Fees	2,295,361	105,865	563,836	115,250	421,991	2,437,207	2,902,392		(465,184)	
559 - Central Impact Fees	2,248,920	93,460	336,872	-	104,000	2,481,792	-		2,481,792	
560 - South Impact Fees	3,338,379	14,876	248,498	-	337,984	3,248,893	24,007		3,224,886	
<i>Impact Fee Funds Subtotal:</i>	\$ 14,406,099	\$ 246,746	\$ 1,338,591	\$ 210,801	\$ 1,081,220	\$ 14,663,471	\$ 5,488,375	\$ -	\$ 9,175,096	\$ -
Grand Total:	\$ 95,438,748	\$ 5,305,508	\$ 17,907,212	\$ 3,375,044	\$ 15,147,324	\$ 98,198,636	\$ 40,543,324	\$ 7,160,382	\$ 50,494,929	\$ 281,431



Kane County Division of Transportation

Proposed FY2019 Transportation Budget Presentation

Guiding Principles

- Public safety
 - Maintenance and preservation of existing system of roads, bridges, and traffic signals
 - Essential public services
 - Snow Plowing
 - Traffic Operations
 - Permitting
- Leveraging local funds with Federal and State funds
- Support economic development

Proposed FY2019 Transportation Budget

- \$104,088,023 Total
- Budget decrease of ~\$13 million compared to FY2018
 - ✓ Capital Project Driven
 - ✓ Longmeadow ~\$51.5 million
 - ✓ No increase – Property Taxes or MFT
- 6 Special Revenue Funds and 13 Capital Projects Funds – No General Fund revenues

Transportation Funds – Primary Use

	Fund	Primary Use
Special Revenue	County Highway	Operations
	County Bridge	Bridge Inspections
	Motor Fuel Tax	Maintenance & Debt Service
	County Highway Matching	Salt
	Motor Fuel Local Option	Maintenance & Salt
	Transportation Sales Tax	Maintenance & Capital Projects
Capital Projects	Transportation Capital (non-recurring)	Capital Projects
	Impact Fee Funds (11)	Capital Projects (restricted)
	Longmeadow Bond Construction Fund	Longmeadow project

FY 2019 Budgeted Revenues and Expenditures – Annual Recurring and Capital Projects Costs – *(in millions)*

Annual Recurring				Annual Recurring			
Budgeted Revenues	<u>2018</u>	<u>2019</u>	<u>%</u>	Budgeted Expenditures	<u>2018</u>	<u>2019</u>	<u>%</u>
County Tax Levies	\$ 5.39	\$ 5.39	0%	Bond / Debt Service	\$ 4.60	\$ 5.20	12.93%
Motor Fuel Tax (MFT)	6.25	6.25	0%	Pavement Maintenance	9.03	8.66	-4.15%
Local Option MFT	9.30	9.90	6.45%	Personnel	7.50	7.52	0.47%
Transp. Sales Tax	14.25	14.98	5.12%	Traffic–Signals/Lighting/Signs	1.90	1.81	-4.95%
Investment/Other	.90	.97	7.61%	Maint. & Operations	2.11	2.29	8.93%
				Rock Salt / Ice Control	.75	.75	0%
				Vehicles & Equipment	.79	1.23	55.68%
Total	\$ 36.09	\$ 37.49	3.88%	Total	\$ 26.68	\$ 27.46	2.95%
Capital				Capital			
	<u>2018</u>	<u>2019</u>	<u>%</u>		<u>2018</u>	<u>2019</u>	<u>%</u>
Reimbursements	\$ 13.68	\$ 5.11	-62.60%	Bridge Repair	\$ 19.49	\$ 23.05	18.26%
Impact Fees	2.02	2.09	3.55%	Other Capital Projects	56.39	53.59	-4.99%
Bond Proceeds	30.00	0	-100.00%	Net Bond Proceeds to be used in future years	14.50	0	-100%
Cash on Hand	35.27	59.40	68.40%				
Total	\$ 80.97	\$ 66.60	-17.74%	Total	\$ 90.38	\$ 76.63	-15.22%
Total	\$ 117.06	\$ 104.09	-11.08%	Total	\$ 117.06	\$ 104.09	-11.08%

General Budget Information

- Capital Projects (~74% of Budget)
 - Includes Projects & Capital Debt Service
 - Multi-Year Projects typically 5+ Years
 - Phases – E1, E2, ROW, E3, Construction
 - Project readiness drives budget
- Local Share
 - Budget does not represent full investment (Fed/State)
 - County lead for E1, E2, ROW & E3 (100% with reimbursement)
 - IDOT lead on federal construction projects (County - local share)

FY 2019 Budgeted Revenues Overview

- Property Taxes and Motor Fuel Tax – no increase proposed
- Local Option Motor Fuel Tax – 6.06% increase
- Transportation Sales Tax – 5.12% increase
- Investment / Fees / Permits – 7.07% increase
- Federal / State – significant decrease in 2019 due to local funding, including bond proceeds on Longmeadow

FY 2019 Budgeted Expenses Overview

- Salaries & Wages – -.1% decrease
 - Fund 300 – Non-union employees - 0% increase
 - Fund 302 – very slight decrease; new hire contractual
- Overtime – no change– based on recent averages
- Employee Benefits – 1.3% increase
 - Health insurance – 16.9% increase
 - IMRF – 23% decrease
- Contractual Services – 7.4% increase (Engineering)
 - Engineering ~ \$13.8 Million
- Commodities – .2% increase – sign material
- Capital – -1.9% decrease (Construction/ROW)
 - Construction ~ \$26 Million Longmeadow

FY 2019 – Overview of Capital Project Budgets

- 74 projects

Project	County Share						IDOT Share	Total Estimated 2019 Project Costs	% County	% Federal, State, Other
	Expenses				Revenue					
	Engineering & Consulting	Repairs & Maintenance	Construction	Land Acquisition	Federal, State, and Other Funds	Total County Funds	Construction Costs			
New Roadway Lanes	6,961,728		32,725,946	2,150,300	2,415,575	39,422,399	19,561,551	61,399,525	64%	36%
Bridge and Structural Projects	2,936,942	4,647,580	13,298,404	175,000	1,184,200	19,873,726	1,032,000	22,089,926	90%	10%
Intersection Safety/Operational Improvements	2,023,580		7,678,330	300,000	729,875	9,272,035	2,114,250	12,116,160	77%	23%
Maintenance Projects	881,500	9,255,000	250,000		15,000	10,371,500		10,386,500	100%	0%
Traffic Safety/Interconnect	487,600		746,702		328,140	906,162	1,710,000	2,944,302	31%	69%
Bicycle/Pedestrian Improvements			0			0		0	#DIV/0!	#DIV/0!
Total	13,291,351	13,902,580	54,699,382	2,625,300	4,672,790	79,845,823	24,417,801	108,936,414	73%	27%

- 27% of 2019 total project costs funded by Federal, State, or other non-County funds
- Traffic Safety projects more heavily funded with Federal funds than County funds
- Maintenance of existing roadway – generally all locally funded

New Roadway Lanes

15 projects

Anderson Road from IL38 to Keslinger Road (Const) **

Bunker From Keslinger to LaFox Road (E3) (Const)

Dauberman at US 30 and Granart Road (E2)(ROW)

Dauberman Meredith Realignment Feasibility Study (E1)

Longmeadow Parkway Bridge (ROW)

Longmeadow – (B-1) Randall to White Chapel (Const)

Longmeadow – (B-2) East of White Chapel to IL 31(E3) (Const)

Longmeadow – (C-1) Il 31 to IL 25 (E3)(Const)

Longmeadow Parkway (C2) - Sandbloom to Route 25 (E3)(Const)

Longmeadow Parkway (C3) - Route 25 Improvements (E3)

Longmeadow – (D) IL 25 to IL 62 (E3)(Const)

Orchard from Jericho to US30 HSIP (E2) *

Stearns Bridge - IL25 from Dunham to CC&P RR (Const)**

Stearns Corridor Traffic System (Const)**

Stearns Road at Randall Road (E3)(Const)

* New project this year

** Final Payment

2019 Federal and State project funding flows through →	Reimbursements to County (Engineering, ROW, Const)	IDOT pays directly (Construction)
Dauberman at US 30 & Granart Rd	\$590,275	
Longmeadow Right of Way	\$1,505,300	
Longmeadow – (B-2) East of White Chapel to IL 31		\$9,282,351
Longmeadow – (C-2) Sandbloom to Route 25		\$7,841,000
Longmeadow – (D) IL 25 to IL 25		\$838,200
Stearns Road at Randall Road	\$320,000	\$ 1,600,000



Intersection Safety/Operational Improvements

15 projects

Bliss Road at IL 47(E1) *

Bliss/Fabyan/Main(E2) (ROW)

Burlington Road at Bolcum Road (E2)

Burlington Road at IL 47 (Const) **

Fabyan Pkwy at Kirk Road (E3)(ROW)(Const)

Harter Road and Main Street (Const) *

Huntley Road at Galligan Road (Const)

Kirk Road at Douglas Road (Const) **

Kirk Road at Dunham Road (E2) *

Main St. at Deerpath Rd. (E3)(Const)

Montgomery Road from IL 25 to Hill Avenue (E2)

Peck Road at Bricher Road

Randall and Weld / US20 Ramp (E3)(Const)

Silver Glen and IL31 (Const) **

Silver Glen Road at Randall Road (E2)

2019 Federal, State, and Other Local Govt. project funding flows through →	Reimbursements to County (Engineering, ROW, Const)	IDOT pays directly (Construction)
Fabyan Parkway at Kirk Road	\$458,000	\$2,114,250
Main Street at Deerpath Road	271.875	

* New project this year

** Final Payment

Bridge and Structural Projects

35 projects

- Allen Road Over Hampshire Creek (Const) **
- Bliss Road over Blackberry Creek (Const) **
- Bliss Road over Lake Run (E3)(Const) *
- Burlington Northern over Orchard Road (F3) (Const)
- Burlington over Trib. of Virgil Ditch #3 (North)(Const)
- Burlington over Trib. of Virgil Ditch #3 (South)(Const)
- Burlington Road over Ferson Creek (F2)
- Dauberman Road over I88 (Const) *
- Dauberman Road Over Welch Creek (Const) **
- Dunham Road NB over CC&P Railroad (F2) *
- Dunham Road SB over CC&P Railroad (F2) *
- Fabyan Parkway over Fox River (F2)(E3)(Const)
- French Road Over Burlington Creek (Const) **
- Granart Road over Big Rock Creek Maintenance (F2)
- Harmony Road over Harmony Creek (Const)
- Harmony Road over Trib. of Harmony Creek (Const)
- Harter Road over Tributary to Welch Creek (E2)(ROW) *
- Kaneville Drainage (Const) *
- Kirk Road over UPRR (E1) (E2)(ROW)
- Main Street Over Blackberry Creek at Il 47 (E1)(Const) *
- Main St. over Welch Creek (F1)
- Peplow over Trib. of Virgil Ditch #3 (E3)(Const)
- Randall Bridge over Mill Creek (E3)(Const)
- Randall Bridge over Mill Creek Trib (Const)
- Randall Rd over UPRR Maintenance (F2)
- Scott Rd over Welch Creek Maintenance (F2)
- Silver Glen over Otter Creek (F2)(E3)(Const)
- Silver Glen over Virgil Ditch No. 2 (Const)
- Stearns Bridge - McLean Fen (Const) **
- Stearns Road over Fox River Maint (F2)
- Swan Road over Branch of Big Rock Creek (F2)
- Union Pacific RR over Bunker Road (F2)
- Walker Road Over Burlington Creek (Const) **
- West County Line Rd over Union Ditch #3 (Const) **
- West County Line Rd. over Young's Creek (E1)

2019 Federal, State, and Other project funding flows through →	Reimbursements to County (Engineering, ROW)	IDOT pays directly (Construction)
Kaneville Drainage	\$5,000	
Kirk Road over UPRR and Tyler Creek	\$837,600	
Main St. over Welch Creek	\$66,000	
Silver Glen over Otter Creek	\$130,000	\$1,032,000
West County Line Rd. over Young's Creek	\$145,600	

* New project this year

** Final Payment

Traffic Safety/Interconnect

3 projects

Kirk Road IL56 to Cherry Lane (Const)

2019 Federal and State project funding flows through →	Reimbursements to County (Const)	IDOT pays directly (Construction)
Kirk Road IL56 to Cherry Lane		\$1,710,000
Stg 3 – Randall, N. County Line, Silver Glen	\$328,140	

Randall Road Adaptive System Extension (Const)

Stg 3 – Randall, N. County Line, Silver Glen (E3)(Const)

* *New project this year*

Maintenance - Roads

4 projects

Cracksealing – various projects

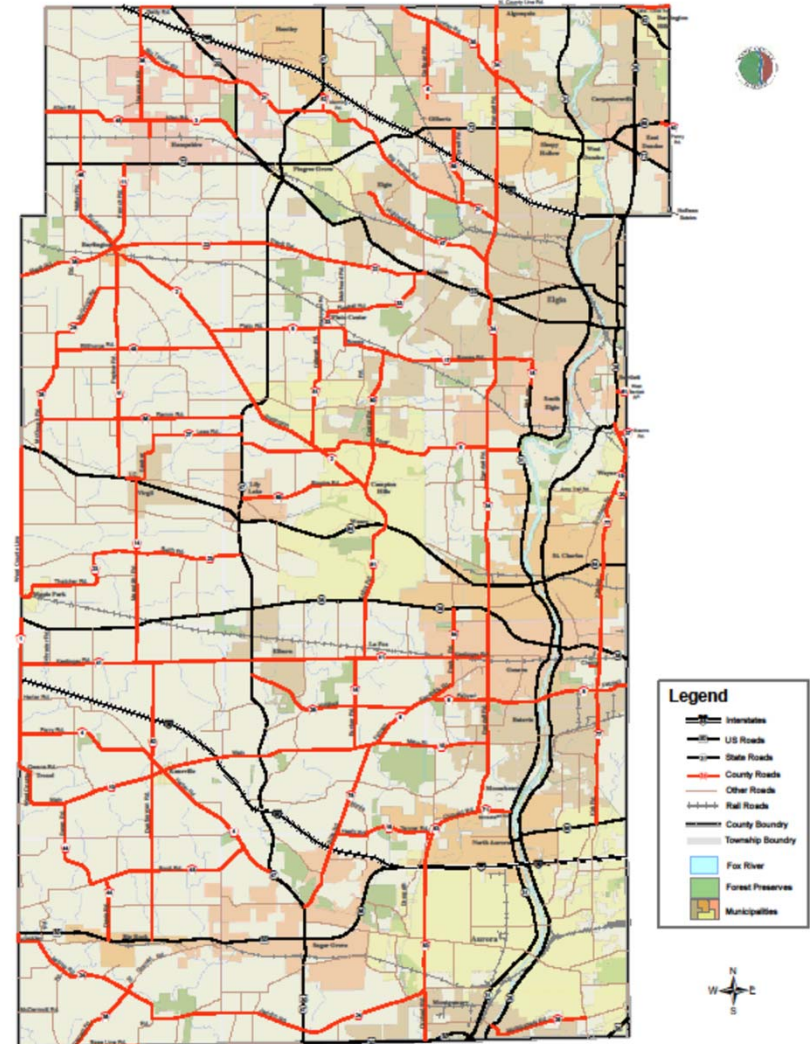
Resurfacing Projects (Const)

Pavement Marking (Const)

Pavement Preservation Projects (Const)

- Total lane-miles ~ 750 miles
- Trend: targeted maintenance treatments earlier in life-cycle
- Resurface ~ 50 lane-miles annually

<i>FY 2019 Budget</i>	<i>\$8,650,000</i>
Resurfacing	\$6,250,000
Pavement Marking	\$1,100,000
Pavement Preservation	\$750,000
Cracksealing	\$550,000



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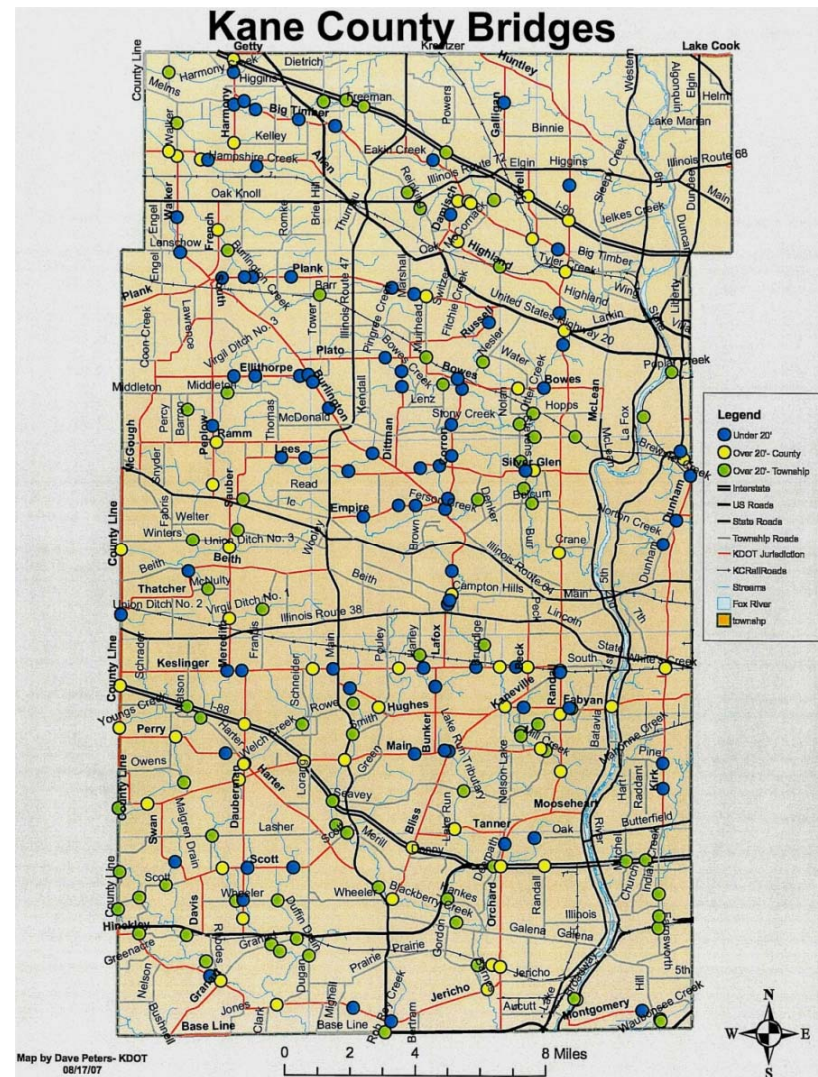
Maintenance – Bridges

2 projects

Annual Bridge Inspections

Culverts/Culvert Linings - various (Const)

- Inspect 141 County structures
 - 61 structures over 20' of which Kane County has sole jurisdiction.
 - 42 – inspected every two years
 - 17 – inspected every four years
 - 2 – inspected annually



FY2020-2024

Transportation Improvement Program (TIP)

- Working on update of 5-year program underway to be released in February 2019
- Focus – maintaining existing system
- Few new projects – restricted by funding availability
- Continued Evaluation of Innovated Funding

Discussion & Questions



Kane County Division of Transportation
 FY 2019 Budget Change Summary

Accounts	Actuals FY2017	2018 Budget FY2018	2019 Budget FY2019	Change	Change %	
Revenue	43,918,608	117,055,508	104,088,023	(12,967,485)	-11.1%	
Property Taxes	5,369,000	5,388,729	5,388,729	-	0.0%	
30000 - Property Taxes	5,369,000	5,388,729	5,388,729	-	0.0%	
Other Taxes	30,867,518	29,800,000	31,130,000	1,330,000	4.5%	
30105 - Sales Tax- RTA	14,409,614	14,250,000	14,980,000	730,000	5.1%	
30140 - Motor Fuel Tax	6,532,265	6,250,000	6,250,000	-	0.0%	
30150 - County Local Option Tax	9,925,640	9,300,000	9,900,000	600,000	6.5%	Based on 2017 actual
Licenses and Permits	336,090	395,000	350,000	(45,000)	-11.4%	
31350 - Oversized Moving Permits	215,105	250,000	225,000	(25,000)	-10.0%	Based on 2017 actual
31370 - Roadway Access Permits	120,985	145,000	125,000	(20,000)	-13.8%	Based on 2017 actual
Charges for Services	2,211,654	2,045,750	2,121,250	75,500	3.7%	
34640 - Engineering Fees	26,000	24,000	28,000	4,000	16.7%	Based on projected number of township projects
34650 - Sale of Various Material Fees	356	1,750	1,750	-	0.0%	
34660 - Impact Fees	2,181,292	2,015,000	2,086,500	71,500	3.5%	based on previous actuals
35340 - Township Administration Fee	4,006	5,000	5,000	-	0.0%	
Reimbursements	4,252,692	13,681,060	5,117,141	(8,563,920)	-62.6%	
37140 - KDOT Planner Reimbursement	204,135	175,000	175,000	-	0.0%	
37151 - KDOT Service Reimbursement - State	170,051	7,146,900	-	(7,146,900)	-100.0%	Driven by Transportation Improvement Program
37160 - Cty Engineer Salary Reimbursemt	82,192	83,836	86,351	2,515	3.0%	Represents 50% of County Engineer salary
37150 - KDOT Service Reimbursement - Federal	2,140,411	5,790,369	4,380,915	(1,409,454)	-24.3%	Driven by Transportation Improvement Program
33895 - Supplemental State Distribution	930,753	-	-	-	0.0%	
37152 - KDOT Service Reimbursement - Other	560,956	301,570	291,875	(9,695)	-3.2%	Driven by Transportation Improvement Program
37900 - Miscellaneous Reimbursement	164,194	183,385	183,000	(385)	-0.2%	
Other	22,155	19,200	12,000	(7,200)	-37.5%	
38530 - Auction Sales	360	17,200	10,000	(7,200)	-41.9%	Based on items expected to be auctioned
38900 - Miscellaneous Other	21,795	2,000	2,000	-	0.0%	
Interest Revenue	750,436	354,550	469,000	114,450	32.3%	
38000 - Investment Income	750,436	354,550	469,000	114,450	32.3%	Based on previous actuals and projected fund balances
Debt	-	30,000,000	-	(30,000,000)	-100.0%	Driven by Transportation Improvement Program
38800 - Bond Proceeds	-	30,000,000	-	(30,000,000)	-100.0%	
Transfers In	109,064	100,750	103,000	2,250	2.2%	
39000 - Transfer From Other Funds	109,064	100,750	103,000	2,250	2.2%	Based on projected transfers from Impact Fee Funds
Cash on Hand	-	35,270,469	59,396,903	24,126,434	68.4%	
39900 - Cash On Hand	0	35,270,469	59,396,903	24,126,434	68.4%	More Cash on Hand needed - driven by TIP
Expenses	33,617,071	117,055,508	104,088,023	# (12,967,485)	-11.1%	
Personnel Serv. - Salaries & Wages	4,678,130	5,281,304	5,274,208	(7,096)	-0.1%	
40000 - Salaries and Wages	4,468,900	5,000,547	4,993,452	(7,095)	-0.1%	
40200 - Overtime Salaries	209,230	280,757	280,756	(1)	0.0%	
Personnel Serv. - Employee Benefits	1,666,420	2,038,921	2,064,937	26,016	1.3%	
45000 - Healthcare Contribution	472,972	571,537	668,100	96,563	16.9%	Based on negotiated rates (from County Finance)
45009 - Healthcare Subsidy	(22,654)	-	-	-	0.0%	
45010 - Dental Contribution	17,638	21,556	19,694	(1,862)	-8.6%	Based on negotiated rates (from County Finance)
45019 - Dental Subsidy	(1,533)	-	-	-	0.0%	
45100 - FICA/SS Contribution	342,435	404,020	403,478	(542)	-0.1%	
45200 - IMRF Contribution	448,728	500,668	385,545	(115,123)	-23.0%	Based on negotiated rates (from County Finance)
45410 - Teamsters Contribution	408,834	541,140	588,120	46,980	8.7%	Based on contractual rates
Contractual Services	12,789,850	27,738,931	29,798,423	2,059,492	7.4%	
50510 - Debt Administration Cost	450	450	450	-	0.0%	
50140 - Engineering Services	4,837,358	12,048,607	13,778,351	1,729,744	14.4%	Driven by Transportation Improvement Program
50150 - Contractual/Consulting Services	295,847	1,075,000	1,126,934	51,934	4.8%	Driven by Transportation Improvement Program
50160 - Legal Services	87,961	101,000	101,000	-	0.0%	
50210 - Medical/Dental/Hospital Services	3,720	5,100	5,100	-	0.0%	
50330 - Northeast IL Plan and Metro Srvs	27,143	89,225	91,276	2,051	2.3%	Based on membership dues
50480 - Security Services	4,986	6,000	6,000	-	0.0%	
50340 - Software Licensing Cost	48,231	175,367	164,323	(11,044)	-6.3%	Based on software needs
52000 - Disposal and Water Softener Srvs	21,966	11,000	25,000	14,000	127.3%	Disposal costs increasing
52010 - Janitorial Services	18,651	20,000	20,000	-	0.0%	
52020 - Repairs and Maintenance- Roads	81,698	28,000	130,000	102,000	364.3%	Driven by Transportation Improvement Program
52040 - Repairs and Maintenance- Bridges	-	4,275,000	4,747,580	472,580	11.1%	Driven by Transportation Improvement Program
52050 - Repairs and Maint- Cracksealing	95,437	625,000	550,000	(75,000)	-12.0%	Driven by Transportation Improvement Program
52070 - Repairs and Maint- Pavement Mark	603,606	1,150,000	1,100,000	(50,000)	-4.3%	Driven by Transportation Improvement Program
52080 - Repairs and Maint- Resurfacing	5,226,740	6,500,000	6,250,000	(250,000)	-3.8%	Driven by Transportation Improvement Program

Kane County Division of Transportation
 FY 2019 Budget Change Summary

Accounts	Actuals FY2017	2018 Budget FY2018	2019 Budget FY2019	Change	Change %	
52100 - Bridge Inspection	342,583	360,000	405,000	45,000	12.5%	Driven by Transportation Improvement Program
52110 - Repairs and Maint- Buildings	31,762	18,000	20,000	2,000	11.1%	Based on actual spending
52120 - Repairs and Maint- Grounds	5,100	8,000	8,000	-	0.0%	
52140 - Repairs and Maint- Copiers	4,493	8,500	5,340	(3,160)	-37.2%	Based on actual spending
52150 - Repairs and Maint- Comm Equip	275	1,000	1,000	-	0.0%	
52160 - Repairs and Maint- Equipment	11,498	20,000	20,000	-	0.0%	
52230 - Repairs and Maint- Vehicles	13,280	36,000	36,000	-	0.0%	
52240 - Repairs and Maint- Office Equip	273	2,000	2,000	-	0.0%	
52280 - Pavement Preservation	625,013	750,000	750,000	-	0.0%	
53130 - General Association Dues	21,204	24,060	24,258	198	0.8%	
55000 - Miscellaneous Contractual Exp	541	6,500	6,000	(500)	-7.7%	Based on planned projects
55010 - External Grants	126,250	130,000	130,000	-	0.0%	
53000 - Liability Insurance	82,762	88,010	93,379	5,369	6.1%	Based on negotiated rates (from County Finance)
53010 - Workers Compensation	105,696	108,012	124,838	16,826	15.6%	Based on negotiated rates (from County Finance)
53020 - Unemployment Claims	7,978	7,001	5,494	(1,507)	-21.5%	Based on negotiated rates (from County Finance)
53060 - General Printing	894	1,500	1,500	-	0.0%	
53070 - Legal Printing	2,866	4,000	4,000	-	0.0%	
53080 - Mapping	7,858	5,000	13,000	8,000	160.0%	Every other year, county maps produced
53100 - Conferences and Meetings	24,467	28,100	28,100	-	0.0%	
53110 - Employee Training	15,387	18,000	18,000	-	0.0%	
53120 - Employee Mileage Expense	5,878	5,500	6,500	1,000	18.2%	Adjusted to meet forecast
Commodities	1,645,058	2,649,078	2,672,178	23,100	0.9%	
60000 - Office Supplies	20,970	20,000	22,500	2,500	12.5%	Adjusted to meet forecast
60010 - Operating Supplies	15,111	15,000	15,000	-	0.0%	
60040 - Postage	1,384	2,000	2,000	-	0.0%	
60050 - Books and Subscriptions	1,189	2,200	2,200	-	0.0%	
60070 - Computer Hardware- Non Capital	1,369	10,000	25,600	15,600	156.0%	Items previously budgeted in capital now in Commodities
60210 - Uniform Supplies	15,565	20,000	20,000	-	0.0%	
60330 - Vehicle Parts/Supplies	88,803	120,000	120,000	-	0.0%	
60340 - Buildings and Grounds Supplies	6,267	10,300	10,300	-	0.0%	
60350 - Road Repair Supplies	-	-	-	-	0.0%	
60360 - Equipment Parts/Supplies	68,120	80,000	80,000	-	0.0%	
60370 - Tools	7,421	13,000	13,000	-	0.0%	
60380 - Liquid Salt	3,870	15,300	15,300	-	0.0%	
60390 - Rock Salt	520,370	734,400	734,400	-	0.0%	
60400 - Crushed Stone	9,272	10,000	10,000	-	0.0%	
60410 - Culverts	10,379	12,000	12,000	-	0.0%	
60420 - Road Material	23,413	50,000	50,000	-	0.0%	
60430 - Sign Material	45,113	50,000	55,000	5,000	10.0%	Cost of materials increasing
60440 - Traffic Markers and Barricades	2,185	10,000	10,000	-	0.0%	
63000 - Utilities- Natural Gas	26,497	45,000	45,000	-	0.0%	
63010 - Utilities- Electric	35,353	36,000	36,000	-	0.0%	
63020 - Utilities- Intersect Lighting	556,616	1,006,878	1,006,878	-	0.0%	
63040 - Fuel- Vehicles	139,298	325,000	325,000	-	0.0%	
64000 - Telephone	30,061	40,000	40,000	-	0.0%	
64010 - Cellular Phone	16,433	22,000	22,000	-	0.0%	
Capital	9,177,414	60,242,082	59,077,443	(1,164,639)	-1.9%	
70000 - Computers	34,373	6,000	-	(6,000)	-100.0%	Items previously budgeted in capital now in Commodities
70020 - Computer Software- Capital	74,913	378,500	372,500	(6,000)	-1.6%	Items previously budgeted in capital now in Commodities
70060 - Communications Equipment	855	3,000	-	(3,000)	-100.0%	Items previously budgeted in capital now in Commodities
70070 - Automotive Equipment	355,079	-	424,000	424,000	0.0%	
70080 - Office Furniture	4,029	40,000	40,000	-	0.0%	
70090 - Office Equipment	-	2,500	-	(2,500)	-100.0%	Items previously budgeted in capital now in Commodities
70100 - Copiers	5,129	10,000	10,000	-	0.0%	
70110 - Machinery and Equipment	257,753	198,442	217,761	19,319	9.7%	
70120 - Special Purpose Equipment	-	6,000	-	(6,000)	-100.0%	Items previously budgeted in capital now in Commodities
72010 - Building Improvements	139,475	404,000	233,000	(171,000)	-42.3%	Based on scheduled building improvements
73000 - Road Construction	2,338,470	20,806,347	24,041,536	3,235,189	15.5%	Driven by Transportation Improvement Program
73010 - Bridge Construction	1,088,193	33,343,143	30,907,846	(2,435,297)	-7.3%	Driven by Transportation Improvement Program
74010 - Highway Right of Way	4,879,146	5,044,150	2,830,800	(2,213,350)	-43.9%	Driven by Transportation Improvement Program
Debt	-	14,500,000	-	(14,500,000)	-100.0%	
89000 - Net Income	-	14,500,000	-	(14,500,000)	-100.0%	
Transfers Out	3,660,198	4,605,192	5,200,834	595,642	12.9%	
99000 - Transfer To Other Funds	3,660,198	4,605,192	5,200,834	595,642	12.9%	Based on scheduled debt payments



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Amending Resolution No. 18-206 to Transfer Funds from the Cost-Share Drainage Fund (#405) to the Southwest Impact Fees Fund (#554)

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: N/A
If not budgeted, explain funding source: N/A	

Summary:

The attached resolution amends Resolution 18-206 as well as amends the County's Fiscal Year 2018 budget to accommodate the transfer of \$20,000 from the Cost-Share Drainage Fund (#405) to the Division of Transportation's Southwest Impact Fees Fund (#554). Resolution 18-206 approved a Phase II Engineering Service Agreement with Transystems of Schaumburg for their work on the Dauberman Road from US Route 30 to Granart Road project in the amount of \$735,220 to be paid out of the Southwest Impact Fees Fund. The County's Cost-Share Drainage Fund is going to reimburse the Southwest Impact Fees Fund in the amount of \$20,000 in support of this engineering agreement. In order to transfer the funds between the Cost-Sharing and Southwest Impact Fees funds, a budget adjustment is required to account for the "transfer to " and "transfer from" between the two funds.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

AMENDING RESOLUTION NO. 18-206 TO TRANSFER FUNDS FROM THE COST-SHARE DRAINAGE FUND (#405) TO THE SOUTHWEST IMPACT FEES FUND (#554)

WHEREAS, in Resolution 18-206, the Kane County Board approved a Phase II Engineering Service Agreement with Transystems of Schaumburg for services on Dauberman Road from US Route 30 to Granart Road, Kane County Section No. 15-00277-01-BR; and

WHEREAS, an amount not to exceed Seven Hundred Thirty-Five Thousand Two Hundred Twenty Dollars (\$735,220.00) will be paid from Southwest Impact Fees Fund #554, Line Item #50140 (Engineering) for said services; and

WHEREAS, Twenty Thousand Dollars (\$20,000) has already been transferred from the Cost-Share Drainage Fund #405, Line Item #50140 (Engineering) to the Southwest Impact Fees Fund #554, Line Item #50140 (Engineering) to reimburse a portion of the costs.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the following adjustment be made to the FY 2018 Budget:

554.520.000.39000	Transfer from Other Funds	+\$20,000
554.520.554.50140	Engineering Services	+\$20,000
405.690.000.39900	Cash on Hand	+\$20,000
405.690.715.99000	Transfer to Other Funds	+\$20,000

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
Various - See above	Various - See above	No	No	

Passed by the Kane County Board on August 14, 2018.

John A. Cunningham
 Clerk, County Board
 Kane County, Illinois

Christopher J. Lauzen
 Chairman, County Board
 Kane County, Illinois

Vote:

18-08 BudgetAdjTransfer



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving of Personnel Hiring and Replacement, Kane County Division of Transportation - Planning & Programming (1)

Committee Flow: Transportation Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$52,000
If not budgeted, explain funding source: N/A	

Summary:

In accordance with County Board Resolution #17-202, Kane County Division of Transportation (KDOT) is seeking County Board approval to hire one (1) regional planning liaison. This position assists the County and the Kane Kendall Council of Mayors with planning and programming projects to ensure the safety of the motoring public and the efficient movement of traffic.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

APPROVING OF PERSONNEL HIRING AND REPLACEMENT, KANE COUNTY DIVISION OF TRANSPORTATION - PLANNING & PROGRAMMING (1)

WHEREAS, Kane County Division of Transportation is responsible for maintaining approximately 710 lane miles of Kane County Highway right of way; and

WHEREAS, Kane County has adopted by Resolution 17-202, instituting a moratorium on the hiring or replacement of County personnel, which resolution requires that no personnel shall be hired unless specifically approved by the County Board; and

WHEREAS, the Division of Transportation requires employees with transportation planning related experience and associated expertise to fill an existing planning & programming liaison personnel vacancy in order to plan and program future transportation facilities and infrastructure to facilitate the efficient movement of traffic through the County Highway system and provide for the safety of the public; and

WHEREAS, the County Board believes it to be fiscally responsible and in the best interest of the County to hire qualified individual to fill existing planning personnel vacancy in the Kane County Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Kane County Division of Transportation is hereby authorized to hire and fill one (1) existing vacant planning position in its Planning & Programming Department.

Line Item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds currently available for this personnel/item/service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
300.520.520.40000	Salaries & Wages	Yes	Yes	

Passed by the Kane County Board on August 14, 2018.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:

18-08 KDOTHiring

KANE COUNTY DIVISION OF TRANSPORTATION

**Maintenance Department
Monthly Report – July 17, 2018**

Maintenance Activities

- 1st Mowing of the County highway right-of-way is completed
- Some minor gravel shoulder repairs
- Miscellaneous roadway repair
- Various ditching projects and other drainage enhancements
- Street sweeping

Attachments: None

Detailed information available from: Bill Edwards, Maintenance Supervisor
630-584-1170



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving Adopt-A-Highway Program Applicants

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: N/A
If not budgeted, explain funding source: N/A	

Summary:

Pursuant to Kane County Board Ordinance No. 13-267 (Kane County Adopt-A-Highway Program), staff requests consideration of the attached resolution which approves the following Adopt-A-Highway applicant(s).

NEW APPLICANTS: JULY

1. Manna Family - Keslinger Rd. from Watson Rd. to W. County Line Rd.
(2.75 miles - north side)

RENEWAL APPLICANTS: JULY

1. Kiwanis Club of Batavia - Randall Rd. from Main St. to 1/2 Mile South
(0.5 mile - west side)
2. Iron Deer Farm - Ellithorpe Rd. from McGough Rd. to Barron Rd.
(1.0 mile - both sides)
3. King of Glory Lutheran - Randall Rd. from Hopps Rd. to Bowes Rd.
(0.75 mile - east side)
4. Jonnie's Angels - Galligan Rd. from Huntley Rd. to Freeman Rd.
(3.0 miles - both sides)
5. Clarke Aquatics - Stearns Rd. from IL Route 25 to County Line Rd.
(0.75 mile - south side)
6. Clarke Aquatics - Kirk Rd. from IL Route 64 to Dunham Rd.
(1.5 miles - both sides)
7. Grace Lutheran Church - Empire Rd. from Burlington Rd. to IL Route 47
(3.5 miles - both sides)

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

APPROVING ADOPT-A-HIGHWAY PROGRAM APPLICANTS

WHEREAS, the Illinois Highway Code of the Illinois Compiled Statutes (605 ILCS 120/1 *et seq.*) provides for the establishment of Adopt a Highway Programs by counties and various units of government throughout the State of Illinois to support anti-litter efforts by allowing groups of private citizens to adopt a segment of highway for the purpose of litter and refuse collection; and

WHEREAS, the County has enacted and otherwise established, pursuant to Kane County Board Ordinance No. 13-267, the Kane County Adopt-A-Highway Program in conformance with the Illinois Highway Code, which program is intended to assist the County in its efforts to remove refuse and litter from County highway right of way and otherwise beautify the County Highway System; and

WHEREAS, those groups whose names are set forth in the list below (a copy of which is on file in the office of the Kane County Clerk) have submitted applications for participation in the Kane County Adopt-A-Highway Program; and

WHEREAS, each of the groups' applications have been reviewed and approved by the County Engineer of Kane County and have subsequently been approved by the Transportation Committee of the Kane County Board; and

WHEREAS, the approval of the applicants for participation in the Kane County Adopt-A-Highway Program will facilitate the County's litter collection efforts on County highways and will aid in the beautification of all County highways whether in urban or rural areas of the County.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Kane County that the applicant(s) listed below for participation in the Kane County Adopt-A-Highway Program are hereby approved.

<u>Applicants</u>	<u>Road</u>	<u>Distance</u>
Manna Family (New)	Keslinger Rd. - Watson to W. County Line	2.75 miles (north side)
Kiwanis Club of Batavia (Renwal)	Randall Rd. - Main to ½ mile South	0.50 mile (west side)
Iron Deer Farm (Renewal)	Ellithorpe Rd. - McGough to Barron	1.00 mile (both sides)
King of Glory Lutheran (Renewal)	Randall Rd. - Hopps to Bowes	0.75 mile (east side)
Jonnie's Angels (Renewal)	Galligan Rd. - Huntley to Freeman	3.00 miles (both sides)
Clark Aquatics (Renewal)	Stearns Rd. - IL 25 to County Line	0.75 mile (south side)
Clark Aquatics (Renewal)	Kirk Rd. - IL 64 to Dunham	1.50 miles (both sides)
Grace Lutheran Church (Renewal)	Empire Rd. - Burlington to IL 47	3.50 miles (both sides)

BE IT FURTHER RESOLVED that the County Engineer of Kane County is hereby directed to notify all applicant(s) of the approval of their application and to execute, on behalf of the County of Kane, the Kane County Adopt-A-Highway Program Agreement with said applicant(s).

Passed by the Kane County Board on August 14, 2018.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:

18-08 Adopt-A-Highway

KANE COUNTY DIVISION OF TRANSPORTATION

Planning & Programming Department Monthly Report – July 17, 2018

Regional Surface Transportation Program Project Selection Committee – monthly update

The CMAP Surface Transportation Program Project Selection Committee continues meeting to develop a framework for the new programming processes for STP funds. Committee work this month focused on the new Shared Regional Fund which offers all partners in the CMAP area access to STP funds for projects with larger total costs such as road reconstruction, bridges, rail crossing grade separation and truck route improvements. The call for projects will be held in January, 2019, and staff continues to participate in the program development to be able to guide Kane County communities through the process.

Staffing Changes at KDOT

Jennifer Becker has resigned as of July 6th and Jackie Forbes has been promoted to Chief of Planning and Programming. A new Transportation Planner, Ryan Peterson, started on July 9th and is replacing Ryan Bigbie. Staff is actively recruiting for the open position created when Jackie was promoted.

Kane County Impact Fee Program

The attached monthly report shows total fees collected as of June 30, 2018.

Attachments: Impact Fee Monthly Report

Detailed information available from: Jackie Forbes, Chief of Planning & Programming
630-444-3142

ROADWAY IMPACT FEE COLLECTIONS BY FISCAL YEAR as of June 30, 2018*

Service Area	FY04 - FY14	FY15	FY16	FY17	FY18	TOTAL
Aurora Area	\$2,378,198.00	\$173,550.00	\$30,412.00	\$59,765.00	\$27,032.00	\$2,641,925.00
Campton Hills	\$2,784,300.00	\$118,430.00	\$76,285.00	\$36,832.00	\$5,565.00	\$3,015,847.00
Greater Elgin***	\$4,494,419.00	\$52,328.00	\$175,443.00	\$139,025.00	\$35,301.00	\$4,861,215.00
Northwest**	\$2,371,412.00	\$45,140.00	\$36,959.00	\$39,305.00	\$15,246.00	\$2,492,816.00
Southwest	\$1,879,442.00	\$67,030.00	\$46,274.00	\$94,048.00	\$46,415.00	\$2,086,794.00
Tri-Cities	\$6,187,328.00	\$183,784.00	\$282,757.00	\$89,693.00	\$25,416.00	\$6,743,562.00
Upper Fox**	\$2,349,904.00	\$491,414.00	\$61,912.00	\$55,483.00	\$29,554.00	\$2,958,713.00
West Central	\$321,784.00	\$7,674.00	\$11,353.00	\$19,698.00	\$4,856.00	\$360,509.00
North	\$2,108,029.00	\$716,573.00	\$1,377,605.00	\$750,517.00	\$563,836.00	\$4,952,724.00
Central	\$1,098,613.00	\$208,041.00	\$598,405.00	\$824,069.00	\$336,872.00	\$2,729,128.00
South	\$2,107,568.00	\$534,679.00	\$1,017,597.00	\$253,639.00	\$248,498.00	\$3,913,483.00
Grand Total	\$28,080,997.00	\$2,598,643.00	\$3,715,002.00	\$2,362,074.00	\$1,338,591.00	\$38,095,307.00

* Includes any late fees; County fiscal year begins December 1st of every year

** Includes prepayments

*** Includes refunds



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving a Funding Agreement Between the County of Kane, Pace and the Association for Individual Development for the Ride in Kane Program

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$115,000.00
If not budgeted, explain funding source: N/A	

Summary:

The Regional Transportation Authority (RTA) has provided operating and capital funding to the Ride in Kane (RIK) Program and Pace Regional Call Center since 2007 through Job Access Reverse Commute (JARC) and New Freedom (NF) program grants. Projects funded through these federal grants reduce transportation barriers and expand mobility options to over 4,000 elderly and handicapped individuals.

RIK sponsors, consisting of townships, local governments and non-profit agencies, have been funding the 50% local share required for the operating grants. Kane County participation for FY2017 was \$115,000 and the FY2018 budget includes an allocation of \$115,000 to help insure that the RIK Program continues to provide transportation services.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

APPROVING A FUNDING AGREEMENT BETWEEN THE COUNTY OF KANE, PACE AND THE ASSOCIATION FOR INDIVIDUAL DEVELOPMENT FOR THE RIDE IN KANE PROGRAM

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and 5 ILCS 220/1, *et seq.* authorizes the County of Kane (County) and the Pace Suburban Bus Division of the RTA (Pace) to cooperate in the performance of their respective duties and responsibilities by contract and other agreements; and

WHEREAS, the County and Pace desire to enter into an agreement with the Association for Individual Development (AID), an Illinois not for profit organization, to support the Ride In Kane (hereinafter the "RIK") Program that provides transportation services for older citizens and citizens with disabilities; and

WHEREAS, the Kane County Board has budgeted funding for the RIK Program in the amount of \$115,000.00 and deems RIK to be an important transportation service to the residents of the County of Kane in that it provides safe and efficient paratransit services to older persons and persons with disabilities; and

WHEREAS, the County, Pace, and AID have determined a mutually satisfactory allocation of responsibilities and costs for said RIK Program as set forth in a funding agreement (a copy of which is on file with the County Clerk's Office).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute a funding agreement with Pace and AID for the Ride In Kane Program.

BE IT FURTHER RESOLVED that the Kane County Board appropriate the not to exceed sum of One Hundred Fifteen Thousand Dollars (\$115,000.00) for 2018 to be paid from Transportation Sales Tax Fund #305, Line Item #55010 (External Grants) to pay for said RIK Program.

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
305.520.527.55010	External Grants	Yes	Yes	

Passed by the Kane County Board on August 14, 2018.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:

18-08 RIK

**FUNDING AGREEMENT
BETWEEN THE COUNTY OF KANE, THE ASSOCIATION FOR INDIVIDUAL
DEVELOPMENT, AND PACE SUBURBAN BUS DIVISION OF THE RTA
FOR THE 2018 RIDE IN KANE PROGRAM**

This Funding Agreement (hereinafter “Agreement”) is made this _____ day of _____ 2018, by and between the Association for Individual Development (hereinafter “AID”), Pace, the Suburban Bus Division of the RTA (hereinafter referred to as “Pace”), and the County of Kane (hereinafter “Kane County”). AID, Pace and Kane County are sometimes hereinafter referred to individually as a “Party” and collectively at the “Parties”.

WHEREAS, the Regional Transportation Authority (hereinafter referred to as “RTA”), as designated recipient of federal New Freedom Program, Section 5310 and JARC funds, has provided grants to AID for Ride in Kane Program (hereinafter “RIK Program”) operations in accordance with the Job Access Reverse Commute (hereinafter “JARC”), Section 5310 (hereinafter “5310”), and New Freedom Program (hereinafter “NFP”) Compliance Agreements dated June 14, 2007 and funding applications made to RTA;

WHEREAS, the RTA has awarded JARC, 5310 and NFP Operating Grants to AID for fifty percent (50%) of service costs and eighty percent (80%) of mobility management costs associated with the 2017 Ride in Kane (hereinafter “RIK”) Program;

WHEREAS, RIK Sponsors have agreed to fund the local/non-federal share of the JARC, 5310 and NFP grants, provided through the RTA, for the RIK 2018 program year;

WHEREAS, RIK Sponsors are: Aurora Township, City of Elgin, Elgin Township, Association for Individual Development, Senior Services Association, Dundee Township, City of Geneva, City of St. Charles, St. Charles Township, City of Batavia, Batavia Township, INC Board, Kane County, Village of South Elgin, Blackberry Township, Campton Township, Village of Campton Hills, Village of Sugar Grove, Sugar Grove Township and Hesed House (collectively hereinafter “RIK Sponsors”);

WHEREAS, Pace has contracted with RIK Sponsors to provide transportation services and act as billing agent for the RIK Program;

WHEREAS, Kane County will provide funding to support the 2018 RIK Program and will provide a one-time payment in the amount of \$115,000 to Pace, the billing agent, within 60 days of execution of this Agreement to be applied to the cost of trips provided to Kane County residents through the RIK Program;

WHEREAS, Kane County agrees to comply and cooperate with all applicable provisions of the NFP, 5310 and JARC Program Guidance and Application Instructions as set forth in Federal Transit Administration (hereinafter “FTA”) Circular C 9045.1 and Circular C 9050.1 which is incorporated by reference and made a part of this Agreement as though fully set forth herein;

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, the Parties agree as follows:

1. Description of Service: The RIK services are described in Exhibit A attached hereto.

2. Service Parameters: AID agrees to ensure that the service parameters for their eligible Kane County riders in RIK shall be in compliance with the goals and objectives of the FTA 5310 program and any changes in the service parameters must be in compliance with the FTA 5310 regulations.
3. Term: This Agreement shall be in effect beginning on August 1, 2018 and it shall remain in effect through December 31, 2018, provided there are sufficient federal and local funds to support the service. Any Party may terminate this Agreement in accordance with paragraph 7.
4. Billing: As invoicing agent, Pace shall bill the RIK Sponsors monthly for trips provided to eligible Ride in Kane riders. Monthly Sponsor invoices shall be adjusted using equal parts of Kane County's funding contribution. Adjustments shall be applied proportionately to each RIK Sponsor's trip costs. Outstanding payments due and owing shall survive termination of this Agreement.
5. Reporting: Pace shall provide reports to AID, Kane County, and RIK Sponsors as described in Exhibit B attached hereto.
6. Service Provision: Pace shall not be responsible for any failure to provide the service due to circumstances beyond the control of Pace. However, Pace shall make every reasonable effort to restore service as soon as practical under the circumstances. Pace shall have the right to make minor revisions to the service during the term of this Agreement upon written notification to and in concurrence with the AID and RIK Sponsor Committee. AID shall not be held responsible for any failure to provide service due to circumstances beyond the control of AID.
7. Termination: Any Party may terminate this Agreement with forty-five (45) days advance written notice to the other Parties in accordance with this Agreement.
8. Entire Agreement: This Agreement, including the introductory Recitals and any attached exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings, agreements, or representations between the Parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, representations, or interpretations, which are not expressly addressed in this Agreement, shall be implied or impressed upon this Agreement.
9. Amendment: No changes, amendments, or modifications to this Agreement shall be valid unless in writing and signed by the duly authorized signatory of each Party.
10. Notice: Any notice under this Agreement shall be in writing and shall be given in the following manner:
 - (a) by personal delivery (deemed effective as of the date and time of delivery);
 - (b) by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company);

- (c) registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the second business day following deposit of the notice in the U.S. mail); or
- (d) by facsimile with confirmation of transmission (deemed effective as of the date and time of the transmission, except the effective date and time shall be 8:00 a.m. on the next business day after transmission of the notice if transmitted during non-business hours).

Business days are defined as Monday through Friday, excluding federal holidays. Business hours are defined as 8:00 a.m. to 5:00 p.m. Central Standard Time on Monday through Friday, excluding federal holidays. Notices shall be addressed as follows or addressed to such other address as a Party may from time to time specify in writing to the other Parties:

Association for Individual Development:

Association for Individual Development
 309 West New Indian Trail Court
 Aurora, IL 60506-2494
 Attn: Lynn O’Shea, President

Kane County:

Kane County Division of Transportation
 40W011 Burlington Road
 St. Charles, IL 60175
 Attn. Christopher J. Lauzen, Board Chairman

Pace:

Pace, Suburban Bus Division of the RTA
 550 W. Algonquin Road
 Arlington Heights, IL 60005
 Attn: T.J. Ross, Executive Director

- 11. Governing Law, Jurisdiction, and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and the Parties submit to the exclusive jurisdiction and venue of the state courts of Kane County, Illinois for any dispute arising out of or related to this Agreement.
- 12. Severability: If any provision of this Agreement is held invalid or unenforceable by an Illinois court of competent jurisdiction, such provision shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.
- 13. Assignment: No Party shall assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other Party.
- 14. Authority: The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement and bind the Party for whom they sign.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officials on the dates below.

**ASSOCIATION FOR
INDIVIDUAL DEVELOPMENT**

By: _____
Lynn O'Shea, President

By: _____

Date: _____

Date: _____

COUNTY OF KANE

By: _____
Christopher J. Lauzen, County Board Chairman

Date: _____

**PACE, THE SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION
AUTHORITY**

By: _____
T.J. Ross, Executive Director

Date: _____

EXHIBIT A – RIDE IN KANE TRANSPORTATION SERVICES

TYPE OF SERVICE:	Demand Response service. Service levels will not exceed limits dictated by funding levels stipulated in this Agreement.
SERVICE OPERATED BY:	Contractors including: Private Paratransit providers, Taxi Cab Companies, Other Qualified Providers of Transportation services.
MOBILITY MANAGEMENT:	Private Contractor will provide a mobility management service. This includes operations of a central call center for service access by consumers, data management and trip management. Mobility management may include passenger assessments for the purpose of travel planning and passenger training.
TRIP RESERVATION METHOD:	<p>Reservations shall be accepted at the Pace central call center a maximum of seven (7) days in advance of the day service for an eligible trip request or as directed by Pace.</p> <p>Trips, which previously were provided as subscriptions, will continue to be provided as subscriptions, as defined and approved by Pace.</p> <p>Trips requested with less than one (1) day but more than four (4) hours advance notice from the desired pick up time may be honored to the extent that the request can be accommodated within the framework of the day's schedule. Trip requests having over one (1) day notice from the desired pick up time shall be accommodated.</p>
SERVICE MODE:	A transit vehicle, either a paratransit bus or taxi, that provides the most cost effective, efficient and appropriate service, will be deployed.
SERVICE AREA:	Trips shall be provided within the Kane County area and surrounding counties as authorized by the Ride in Kane Sponsor Committee.
SERVICE HOURS:	Twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.
FARE STRUCTURE:	\$4.00 per one-way trip up to ten (10) miles; \$ 1.50 per mile thereafter.

RIDER ELIGIBILITY:

The Sponsors shall determine rider eligibility in accordance with Section 5310, JARC and New Freedom funding eligibility requirements and provide the information on eligible riders to Pace.

EXHIBIT B – RIDE IN KANE REPORT(S) DESCRIPTION

The following is a list and brief description of each category of reports which have been designed and are being produced to generate data for the Ride in Kane project.

1. **Detailed Funding Source (Sponsor) Report**

The intent of this report is to produce a detailed listing of one-way trips delivered for each Ride in Kane funding source (Sponsor) for a user specified period of time. The normal report period would be monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods as specified by the user.

The report is intended to match the design and content, as closely as possible, of the Detailed Provider Report. The report is to be sorted by provider and funding source. Data provided for each trip will include associated trip data such as rider name, scheduled pick-up time, actual pick-up time, point of origin address, destination address, funding sources (Sponsors), total cost of the trip, fare for the trip, distance of the trip, revenue hours (if applicable). The exact content of the report in its final form may vary depending on the feasibility of including the large amount of data specified in one report. It is possible that the report may be broken into one or more additional reports to make the data more manageable for the user.

2. **Monthly Source (Sponsor) Invoice Report**

The intent of this report is to produce one or more summary reports of trips delivered for each funding source (Sponsor) for the purposes of generating an invoice type report which may be used to bill funding sources for transportation provided. The normal report period would be monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods specified by the user.

The report is to be sorted by provider, and funding source. Data provided for each trip will include associated trip data necessary to provide an accounting of the amount owed by each funding source for the specified period, such as the number of one-way trips by Fare Type, total cost of the trips, total expected fare, liquidated damages deducted, the total net reimbursement. The exact content of the report in its final form may vary depending on Pace and Sponsor needs. The report may be broken into one or more additional reports if that design is more useful.

Kane County's Monthly Sponsor Report will consist of program-wide data on the number of registrations, number of trips, total trip mileage/average mileage per trip, and gross and net monthly trip costs. Cost data shall itemize total operating service costs and revenue/grant deductions. Monthly budget reports shall be provided for the Ride in Kane Program and the Pace Call Center, indicating JARC and NF funding and expenditures. Data on peak ride times, travel distance and trip purpose will be provided on a quarterly basis.

3. **Missed Trip Report**

The Missed Trip Report is intended to produce a list of all trips picked up 61 or more minutes after the scheduled time; the Ride in Kane service guidelines define a missed trip. Sufficient detail will be provided to identify the trip within Trapeze and to give the report user the necessary information for review.

4. **On-Time Performance Report**

The On-Time Performance Report (late pickups) is intended to produce a list of all trips picked up 16 or more minutes late; the Ride in Kane service guidelines define a late trip. Sufficient detail will be provided to identify the trip within Trapeze and to give the report user the necessary information for review.

5. **Other Reports**

In addition to the reports described above, reports currently generated also can be made available to Sponsors. Reports currently available include:

Ridership by Category Report – A summary report by funding source indicating trips by fare type, late trips, missed trips, revenue hours, denials, and miles.

Client Trip List Report -- A detailed listing alphabetically by rider last name of all trips provided during the specified period. Data included for each trip is rider name, pick-up address, drop-off address, fare type, and funding sources.

6. **Future Needs**

Additional reports may be designed as needed by Pace, Ride in Kane Sponsors, and/or with the input of the Kane County Paratransit Coordinating Council.

KANE COUNTY DIVISION OF TRANSPORTATION

Traffic Operations & Permitting Department Monthly Report – July 17, 2018

TRAFFIC OPERATIONS

1. Adaptive Signal Control Technologies (ASCT) on Randall Road (Big Timber to Huntley) – This ASCT project involves the installation, collection, and processing of expanded real-time traffic data to optimize and adjust signal timings. Design is underway with construction scheduled to begin in late 2018.

PERMITTING

Attached are spreadsheets showing issued permits for the past year and all open projects (listed by road name) currently in the review or construction stage. Also attached are the comparison graphs for access, utility and moving permits showing the number of permits issued for FY2018 versus FY2017. On-going permit projects:

1. Big Timber Road & Madeline Drive – Design is underway for traffic signal installation and interconnect to adjacent signals. Construction schedule uncertain.
2. Randall Road & Silver Glen Road southwest quadrant (Spectrum Senior Living) – Intersection Design Study under review.
3. West Bartlett Road & IL Route 25 southeast quadrant (Circle K) – Concept plan approved.
4. Orchard Road & Jericho Road southwest quadrant (Heidner Properties) – Intersection design study of Orchard & Rochester under review.
5. Kirk Road & Wind Energy Pass southeast quadrant – Roadway plans under review. Construction expected in 2018.
6. Randall Road & Woodward Drive (Audi Dealership) – Concept plan reviewed.
7. Huntley Road (Willow Creek Church) – Road widening for left- and right-turn lane construction is underway.
8. Plato Road at Tower Road (Burlington Central High School expansion) – Engineering plans under review for left- and right-turn lane widening at the westernmost access to Plato Road.
9. Fabyan Parkway at Janet Lane (The Landings Subdivision) – Concept site plan reviewed.

ACCESS CONSIDERATIONS / AGREEMENTS

1. Randall Road (IL RT 72 to Binnie Road) -- Village of West Dundee & Dundee Township Park District

Attachments: Permitting spreadsheets and charts

Detailed information available from: Kurt Nika, Chief of Traffic Operations & Permitting
630-406-7372

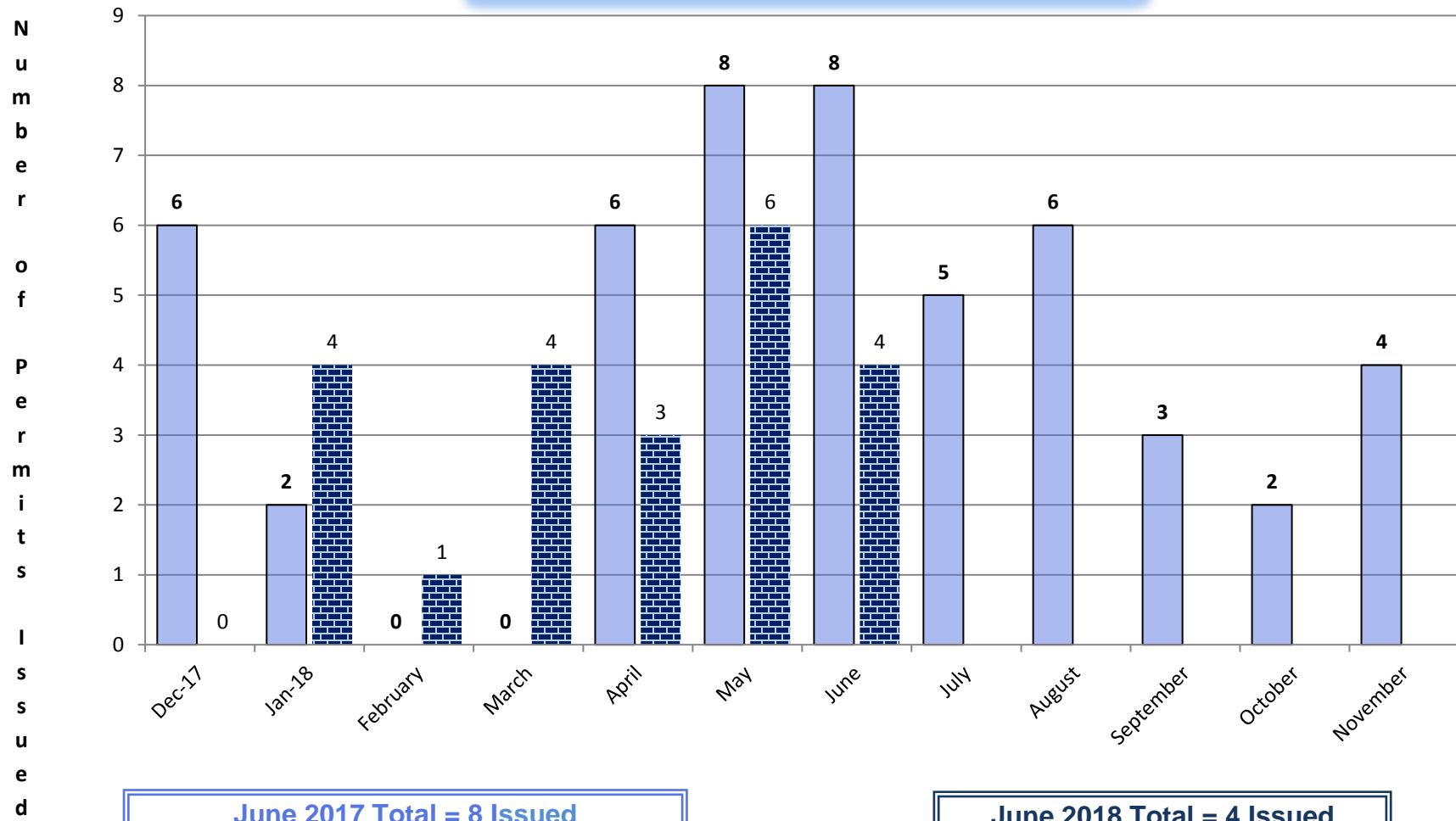
FY 2017 (Dec.2016 thru Nov. 2017)								FY 2018 (Dec. 2017 thru Nov. 2018)							
FY 2017 (Dec.2016 thru Nov. 2017)				FY 2018 (Dec. 2017 thru Nov. 2018)											
Month	Access	Utility	Moving	Month	Access	Utility	Moving								
December 2016	6	23	212	Dec-17	0	8	114								
January 2017	2	9	117	Jan-18	4	15	86								
February	0	12	121	February	1	6	121								
March	0	12	225	March	4	19	180								
April	6	14	201	April	3	16	225								
May	8	23	286	May	6	7	274								
June	8	17	314	June	4	23	229								
July	5	15	355	July											
August	6	13	339	August											
September	3	15	287	September											
October	2	21	228	October											
November	4	20	278	November											
Total thru June 2017	30	110	1476	Total thru June 2018	22	94	1000								

YTD Change %	- 27 %	- 15 %	- 32 %
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Issued Permits

Fiscal Year 2017	PERMITS ISSUED														2017 REVENUE \$ COLLECTED	
Month	Utility	Temp	Major	Minimum	Detour	Events	Ag	R.O.W.	Subdivison	Traffic Signal Imp	Water Draw	Stormwater	Moving	MP-TWP	Moving \$	Access \$
Dec. 2016	23	1	0	1	1	0	0	2	0	0	0	1	201	11	\$14,340.00	\$11,150.00
Jan. 2017	9	0	0	0	0	2	0	0	0	0	0	0	109	8	\$27,950.00	\$14,300.00
Feb	12	0	0	0	0	0	0	0	0	0	0	0	114	7	\$11,635.00	\$5,000.00
Mar	12	0	0	0	0	0	0	0	0	0	0	0	192	33	\$8,070.00	\$8,550.00
Apr	14	0	0	1	2	3	0	0	0	0	0	0	179	22	\$16,325.00	\$8,000.00
May	23	0	1	0	0	4	2	0	0	0	1	0	252	34	\$17,165.00	\$8,200.00
June	17	1	2	1	2	2	0	0	0	0	0	0	280	34	\$20,500.00	\$8,900.00
July	15	1	0	1	0	2	0	1	0	0	0	0	303	52	\$28,690.00	\$14,150.00
Aug	13	1	0	1	1	1	1	1	0	0	0	0	311	28	\$21,570.00	\$13,300.00
Sept	15	0	0	0	1	0	0	1	0	0	1	0	262	25	\$16,945.00	\$6,700.00
Oct	21	0	0	0	0	0	0	1	0	0	0	1	206	22	\$28,835.00	\$9,000.00
Nov	20	4	0	0	0	0	0	0	0	0	0	0	253	25	\$17,160.00	\$10,850.00
Total thru June 2017	110	2	3	3	5	11	2	2	0	0	1	1	1327	149	\$115,985.00	\$64,100.00
Fiscal Year 2018	PERMITS ISSUED														2018 REVENUE \$ COLLECTED	
Month	Utility	Temp	Major	Minimum	Detour	Events	Ag	R.O.W.	Subdivison	Traffic Signal Imp	Water Draw	Stormwater	Moving	MP-TWP	Moving \$	Access \$
Dec. 2017	8	0	0	0	0	0	0	0	0	0	0	0	100	14	\$16,510.00	\$6,050.00
Jan. 2018	15	0	0	0	0	0	1	3	0	0	0	0	78	8	\$18,275.00	\$12,700.00
Feb	6	0	0	0	0	0	0	1	0	0	0	0	110	11	\$7,400.00	\$4,500.00
Mar	19	1	0	0	0	3	0	0	0	0	0	0	159	21	\$14,370.00	\$18,200.00
Apr	16	0	0	0	0	1	1	1	0	0	0	0	197	28	\$10,065.00	\$7,600.00
May	7	2	0	0	0	3	0	1	0	0	0	0	255	19	\$16,750.00	\$16,200.00
June	23	2	1	0	0	1	0	0	0	0	0	0	205	24	\$11,930.00	\$13,550.00
July																
Aug																
Sept																
Oct																
Nov																
Total thru June 2018	94	5	1	0	0	8	2	6	0	0	0	0	1104	125	\$95,300.00	\$78,800.00

Access/ROW Permit Comparison Chart

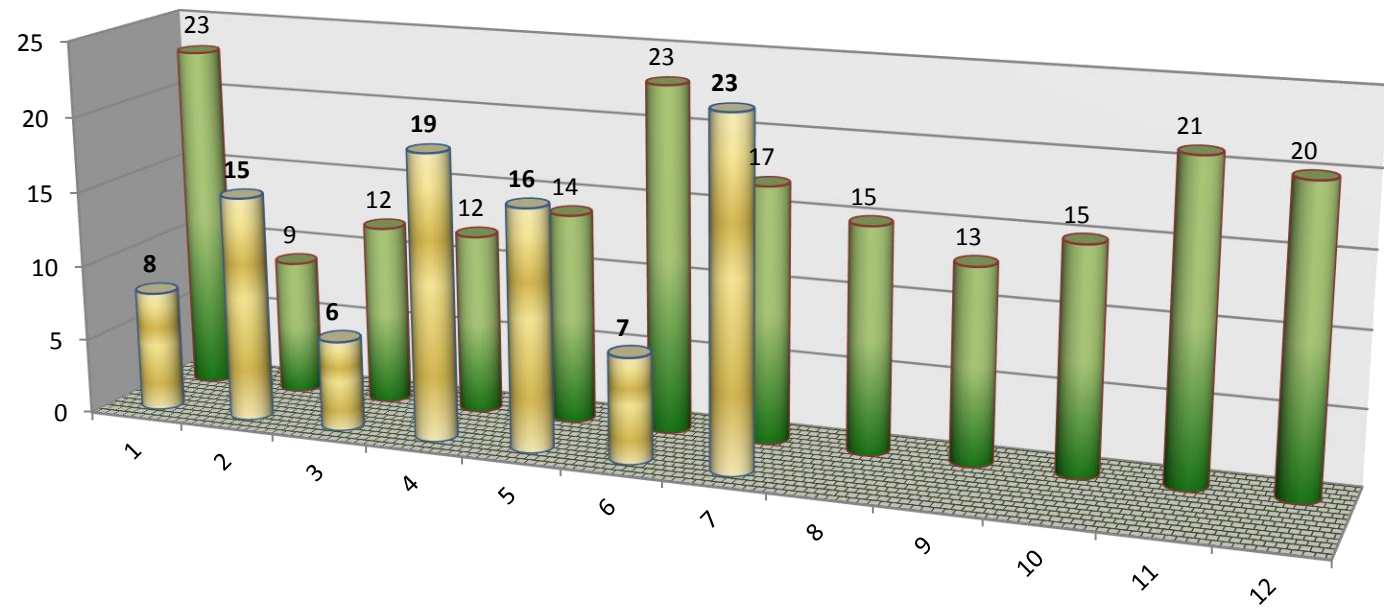


June 2017 Total = 8 Issued

June 2018 Total = 4 Issued

Utility Permit Comparison Chart

Number of Permits Issued



June 2017 Total = 17 Issued

June 2018 Total = 23 Issued

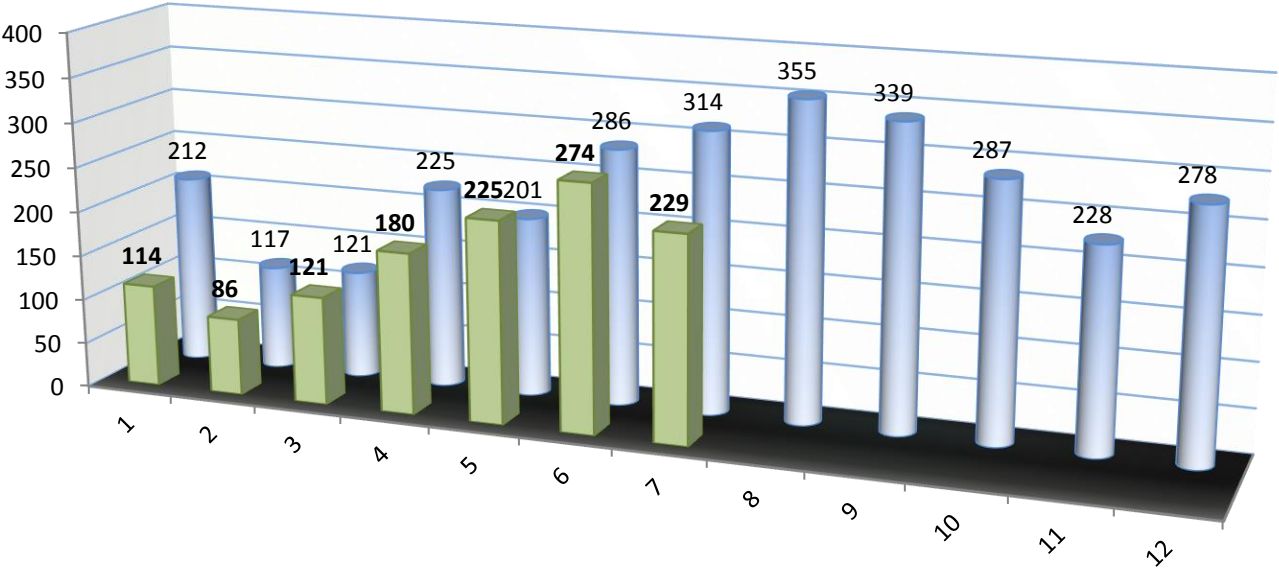
Moving Permit Comparison Chart

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June 2017 Total = 314 Issued

June 2018 Total = 229 Issued



Access Status Log

41W011 Burlington Road, Saint Charles 60175
Phone: (630) 584-1171 Fax: (630) 584-5239

County of Kane

Projects from: 3/1/2018 to 6/30/2018

Permit Number	Permit Type	Highway Name	Development Name	Date Issued	Expiration Date	Status
PLTA20170000590	Major Access	Huntley Rd	Willow Creek Community Church	06/27/2018	06/27/2020	Issued
PLTA20170000737	Utility Modif or New Const		ComEd	05/01/2018	07/30/2018	Issued
PLTA20170000875	Utility Modif or New Const	Fabyan Parkway	Metronet	05/08/2018	08/06/2018	Issued
PLTA20170000876	Utility Modif or New Const	Kirk Rd	Metronet	06/19/2018	09/17/2018	Issued
PLTA20170000995	Utility Maj Mnt Sing Residence	Randall Rd	Nicor	06/12/2018	09/10/2018	Issued
PLTA20170001019	Utility Major Maintenance	Randall Rd	AT&T	03/08/2018	06/06/2018	Issued
PLTA20180000024	Utility Modif or New Const	Randall Rd	Nicor Gas	04/25/2018	07/24/2018	Issued
PLTA20180000026	Utility Modif or New Const	Randall Rd	Nicor	04/25/2018	07/24/2018	Issued
PLTA20180000034	Utility KDOT Project	Huntley Rd	Nicor	04/20/2018	07/19/2018	Issued
PLTA20180000051	Utility Modif or New Const	Allen Rd		04/05/2018	07/04/2018	Issued
PLTA20180000063	Temp Const Access	Allen Road	ANR Pipeline Temporary Access	03/05/2018	06/03/2018	Issued
PLTA20180000067	Utility KDOT Project	Longmeadow Pky	ComEd	03/26/2018	06/24/2018	Issued

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PLTA20180000069	Utility Modif or New Const	Big Timber Rd	WOW	04/05/2018	07/04/2018	Issued
PLTA20180000075	Utility Modif or New Const	FABYAN PARKWAY	Comcast	03/19/2018	06/17/2018	Issued
PLTA20180000080	Special Use Highway Event		National Psoriasis Foundation	03/20/2018	05/19/2018	Issued
PLTA20180000096	Utility Maj Mnt Sing Residence	Army Trail	Nicor Gas	03/07/2018	06/05/2018	Issued
PLTA20180000097	Utility KDOT Project	Galligan Rd	Midwest Fiber Networks	03/15/2018	06/13/2018	Issued
PLTA20180000106	Utility Modif or New Const	Kirk Rd	Comcast	03/09/2018	06/07/2018	Issued
PLTA20180000112	Special Use Highway Event		Tour de Cure American Diabetes Association	04/03/2018	06/10/2018	Issued
PLTA20180000113	Utility Maj Mnt Sing Residence	IC Trail	Nicor	03/07/2018	06/05/2018	Issued
PLTA20180000114	Utility Modif or New Const	Randall Rd	Comcast	03/02/2018	05/31/2018	Issued
PLTA20180000122	Utility Modif or New Const	Randall Rd	Comcast	03/15/2018	06/13/2018	Issued
PLTA20180000123	Utility Modif or New Const	Kirk Rd	AT&T	04/23/2018	07/22/2018	Issued
PLTA20180000137	Utility Major Maintenance	Tyrrell Rd	ComEd	03/26/2018	06/24/2018	Issued
PLTA20180000138	Utility Major Maintenance	Dunham Rd	ComEd	03/26/2018	06/24/2018	Issued
PLTA20180000139	Utility Modif or New Const	Burlington Rd	Comcast	03/20/2018	06/22/2018	Issued

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PLTA20180000146	Utility Major Maintenance	Randall Rd	ComEd	03/28/2018	06/26/2018	Issued
PLTA20180000147	Utility Major Maintenance	Randall Rd	ComEd	03/28/2018	06/26/2018	Issued
PLTA20180000161	Utility Major Maintenance	Walker Rd	COMED	03/05/2018	06/03/2018	Issued
PLTA20180000170	Utility Major Maintenance	Fabyan Parkway	ComEd	03/07/2018	06/05/2018	Issued
PLTA20180000171	Utility Major Maintenance	Kirk Rd	ComEd	03/07/2018	06/05/2018	Issued
PLTA20180000173	Utility Major Maintenance	Randall Rd	ComEd	03/29/2018	06/27/2018	Issued
PLTA20180000174	Utility Major Maintenance	Fabyan Parkway	AT &T	03/08/2018	06/06/2018	Issued
PLTA20180000184	Utility Major Maintenance		ComEd	04/02/2018	07/01/2018	Issued
PLTA20180000185	Utility Modif or New Const	Randall Rd	MCImetro	06/28/2018	09/26/2018	Issued
PLTA20180000215	Special Use Highway Event	Randall Rd	Sly Fox Half Marathon	03/27/2018	04/21/2018	Issued
PLTA20180000215	Special Use Highway Event	Randall Rd: N County Line to Orchard Intersecting	Sly Fox Half Marathon	03/27/2018	04/21/2018	Issued
PLTA20180000216	Utility Major Maintenance	Peck Rd	ComEd	04/02/2018	07/01/2018	Issued
PLTA20180000217	Utility Modif or New Const	Plato Rd	ComEd	04/02/2018	07/01/2018	Issued
PLTA20180000218	Utility Major Maintenance	Randall Rd	Comcast	04/02/2018	07/01/2018	Issued

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PLTA20180000219	Special Use Highway Event		Swedish Days Ride	05/31/2018		Issued
PLTA20180000219	Special Use Highway Event		Swedish Days Ride	05/31/2018	06/24/2018	Issued
PLTA20180000225	Utility Modif or New Const	Russell Rd	Comcast	04/02/2018	07/01/2018	Issued
PLTA20180000226	Utility Modif or New Const	Burlington Rd	Comcast	04/02/2018	07/01/2018	Issued
PLTA20180000227	Utility Major Maintenance	Kirk Rd	AT&T	04/23/2018	07/22/2018	Issued
PLTA20180000228	Utility Major Maintenance		ComEd	04/04/2018	07/03/2018	Issued
PLTA20180000229	Utility Major Maintenance	Dunham Rd	ComEd	04/27/2018	07/30/2018	Issued
PLTA20180000231	Special Use Highway Event	Randall Rd	Jeanne McGowan	03/22/2018	04/14/2018	Issued
PLTA20180000264	Utility Maj Mnt Sing Residence	Corron Rd	Nicor	05/04/2018	08/02/2018	Issued
PLTA20180000281	Temporary Access	11-15-100-017	Aviat Networks - cell tower	05/11/2018	08/09/2018	Issued
PLTA20180000281	Temporary Access	41W651 HUGHES RD, ELBURN, IL 60119	Aviat Networks - cell tower	05/11/2018	08/09/2018	Issued
PLTA20180000281	Temporary Access	Hughes Rd	Aviat Networks - cell tower	05/11/2018	08/09/2018	Issued
PLTA20180000339	Right-of-Way Alteration	Randall Rd	Rubino Engineering	04/30/2018	07/29/2018	Issued
PLTA20180000342	Utility Major Maintenance	Burlington Rd		05/07/2018	08/08/2018	Issued

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PLTA20180000343	Utility Major Maintenance	Montgomery Rd	ComEd	05/10/2018	08/08/2018	Issued
PLTA20180000349	Utility KDOT Project	Huntley Rd	ComEd	04/25/2018	07/24/2018	Issued
PLTA20180000356	Agricultural	07-21-300-011	Jeff Laczynski	04/23/2018	07/22/2018	Issued
PLTA20180000356	Agricultural	Beith Rd	Jeff Laczynski	04/23/2018	07/22/2018	Issued
PLTA20180000359	Utility Modif or New Const	Big Timber Rd	WOW	06/01/2018	08/30/2018	Issued
PLTA20180000401	Utility Modif or New Const	Kirk Rd	Kirk & Giese - City of Batavia Ward 1 Storm Sewer Improvements	05/24/2018	08/22/2018	Issued
PLTA20180000413	Special Use Highway Event		National MS Society	06/15/2018	06/24/2018	Issued
PLTA20180000416	Utility Modif or New Const	Kirk Rd	Metronet	06/19/2018	09/17/2018	Issued
PLTA20180000419	Temp Const Access	02-01-400-007	Willow Creek Church	05/14/2018	08/12/2018	Issued
PLTA20180000419	Temp Const Access	38W133 HUNTLEY RD, HUNTLEY, IL 60142	Willow Creek Church	05/14/2018	08/12/2018	Issued
PLTA20180000419	Temp Const Access	Huntley Rd	Willow Creek Church	05/14/2018	08/12/2018	Issued
PLTA20180000467	Right-of-Way Alteration	KIRK	Kirk Road Bike Path Borings	05/11/2018	08/09/2018	Issued
PLTA20180000486	Utility Municipal Project	Randall Rd	City of Elgin Public Works	06/15/2018	09/13/2018	Issued
PLTA20180000487	Utility Major Maintenance	Dunham Rd	ComEd	05/29/2018	08/27/2018	Issued
PLTA20180000489	Utility Major Maintenance	Randall Rd	ComEd	06/11/2018	09/09/2018	Issued

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PLTA20180000495	Special Use Highway Event		Kane County Cougars - 5K walk/run	05/18/2018	08/16/2018	Issued
PLTA20180000498	Utility Modif or New Const	Burlington Rd	Comcast Permit	06/15/2018	09/13/2018	Issued
PLTA20180000500	Utility Modif or New Const	Bowes Road	Comcast	06/08/2018	09/06/2018	Issued
PLTA20180000501	Utility Modif or New Const	Bowes Road	Comcast	06/08/2018	09/06/2018	Issued
PLTA20180000506	Utility Modif Pub Impr	Kirk Rd	Nicor	06/14/2018	09/12/2018	Issued
PLTA20180000510	Temp Const Access	Kirk Rd	Lennar Homes	06/20/2018	06/20/2019	Issued
PLTA20180000514	Utility Modif or New Const	Harmony Rd	ComEd	06/14/2018	09/12/2018	Issued
PLTA20180000516	Special Use Highway Event	Main St	Batavia Triathlon	05/25/2018	06/10/2018	Issued
PLTA20180000517	Utility Major Maintenance	Tyrrell Rd	ComEd	06/14/2018	09/12/2018	Issued
PLTA20180000518	Utility Modif or New Const	McLean Blvd	Comcast	06/08/2018	09/06/2018	Issued
PLTA20180000552	Utility Modif or New Const	Huntley Rd	AT & T	06/27/2018	09/27/2018	Issued
PLTA20180000553	Utility Maj Mnt Sing Residence	Swan Rd	Nicor	06/15/2018	09/13/2018	Issued
PLTA20180000567	Temp Const Access	11-10-100-005	MA Center	06/01/2018	06/01/2019	Issued
PLTA20180000567	Temp Const Access	41W540 MA CENTER DR	MA Center	06/01/2018	06/01/2019	Issued
PLTA20180000567	Temp Const Access	Keslinger Rd	MA Center	06/01/2018	06/01/2019	Issued

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PLTA20180000567	Temp Const Access	Keslinger Rd: W County Line to Randall Intersectin	MA Center	06/01/2018	06/01/2019	Issued
PLTA20180000586	Utility Municipal Project	Kirk Rd	St. Charles Electric - Kirk Road at Production Drive	06/14/2018	09/12/2018	Issued
PLTA20180000589	Utility Modif Pub Impr	Kirk Rd	AT & T	06/22/2018	09/19/2018	Issued
PLTA20180000590	Utility Major Maintenance	Montgomery Rd	Nicor	06/28/2018	09/26/2018	Issued
PLTA20180000593	Utility Major Maintenance	Dunham Rd	ComEd	06/22/2018	09/20/2018	Issued
PLTA20180000602	Utility Municipal Project	Kirk Rd	St Charles Electric	06/14/2018	09/12/2018	Issued
PLTA20180000604	Utility Municipal Project	Montgomery Rd	Village of Montgomery	06/27/2018	09/25/2018	Issued
PLTA20180000607	Utility KDOT Project	Huntley Rd		06/22/2018	09/20/2018	Issued

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Access Status Log

41W011 Burlington Road, Saint Charles 60175
Phone: (630) 584-1171 Fax: (630) 584-5239

County of Kane

Projects from: 6/1/2016 to 6/30/2018

Permit Number	Permit Type	Highway Name	Development Name	Date Issued	Expiration Date	Status
PLTA20170000107	Agricultural	01-30-400-002	Anderson Ag access		06/30/2017	Open
PLTA20170000107	Agricultural	15N220 WALKER RD, HAMPSHIRE, IL 60140	Anderson Ag access		06/30/2017	Open
PLTA20170000149	Detour		Huntley-Randall Detour for County Line Road Project			Open
PLTA20170000149	Right-of-Way Alt Public Imp		Huntley-Randall Detour for County Line Road Project			Open
PLTA20170000378	Water Draw		Al Hintt & Sons Trucking	05/05/2017	05/05/2018	Open
PLTA20170000425	Right-of-Way Alteration	Orchard Rd	City of Aurora			Open
PLTA20170000465	Minor Access	Longmeadow Pky	Longmeadow Parkway & Forest Drive	06/02/2017		Open
PLTA20170000535	Minor Access	FABYAN PARKWAY	EREG Development LLC - Campana Redevelopment			Open
PLTA20170000628	Agricultural	11-09-200-017	Forest Preserve District of Kane County			Open

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PLTA20170000628	Agricultural	Keslinger Rd	Forest Preserve District of Kane County				Open
PLTA20170000738	Special Use Highway Event		Pumpkin Pedal Bike for Special Olympics	09/14/2016			Open
PLTA20170000790	Utility	Longmeadow Pky	Comed				Open
PLTA20170000802	Major Access	Plato Rd	Central Community Unit School District 301				Open
PLTA20170000863	Utility Modif or New Const	Tanner Rd	Metronet	01/22/2018		06/06/2018	Open
PLTA20170000874	Utility Modif or New Const	Kirk Rd	Metronet	12/06/2017		06/04/2018	Open
PLTA20170000931	Utility Modif or New Const	6N509 CORRON RD, ST. CHARLES, IL 60175	Comcast	11/17/2017		02/17/2018	Open
PLTA20170000980	Utility Modif or New Const	Fabyan Parkway	Nicor				Open
PLTA20180000052	Utility Modif or New Const	Silver Glen Rd	Metronet				Open
PLTA20180000053	Utility Modif or New Const		Metronet				Open
PLTA20180000153	Right-of-Way Alteration	Huntley Rd	Pulte Homes			11/15/2018	Open
PLTA20180000168	Major Access	Kirk Rd	Lennar				Open
PLTA20180000172	Utility Modif or New Const	Kirk Rd	Nicor				Open
PLTA20180000186	Utility Modif or New Const	McLean Blvd	MCImetro				Open

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PLTA20180000187	Utility Modif or New Const	Randall Rd	MCImetro	Open
PLTA20180000188	Utility Modif or New Const	Bowes Road	MCImetro	Open
PLTA20180000189	Utility Modif or New Const	Bowes Road	MCImetro	Open
PLTA20180000197	Temporary Access	Big Timber Rd	Union Pacific Railroad	Open
PLTA20180000210	Right-of-Way Alteration	W Bartlett Rd	Nelson Testing	Open
PLTA20180000230	Major Access	Silver Glen Rd	Spectrum Acquisition South Elgin, LLC	Open
PLTA20180000283	Right-of-Way Alteration	Bliss Rd	Illinois State Toll Highway Authority	Open
PLTA20180000283	Right-of-Way Alteration	Dauberman Rd	Illinois State Toll Highway Authority	Open
PLTA20180000283	Right-of-Way Alteration	Main St	Illinois State Toll Highway Authority	Open
PLTA20180000283	Right-of-Way Alteration	W County Line Rd	Illinois State Toll Highway Authority	Open
PLTA20180000344	Utility Modif or New Const	Randall Rd	MCImetro	Open
PLTA20180000345	Utility Modif or New Const	RANDALL	MCI Metro	Open
PLTA20180000347	Utility Modif or New Const	Randall Rd	MCI Metro	Open
PLTA20180000348	Utility Modif or New Const		MCI Metro	Open

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PLTA20180000357	Utility Modif or New Const	Randall Rd	MCI Metro	Open
PLTA20180000417	Utility Modif or New Const	Stearns Rd	Metronet	Open
PLTA20180000418	Utility Modif or New Const	Randall Rd	MCI METRO	Open
PLTA20180000485	Utility Modif or New Const	Randall Rd	Draft Pros	Open
PLTA20180000488	Utility Modif or New Const	McLean Blvd	Metronet	Open
PLTA20180000497	Utility KDOT Project	Huntley Rd	AT&T	Open
PLTA20180000502	Utility Modif or New Const	Randall Rd	MCI Metro	Open
PLTA20180000507	Major Access	Jericho Rd	Rick Heidner Jericho & Orchard, LLC	Open
PLTA20180000511	Utility Modif or New Const	Kirk Rd	Lennar Homes	Open
PLTA20180000544	Utility Modif or New Const	Randall Rd	Comcast	Open
PLTA20180000554	Utility Modif or New Const	Montgomery Rd	MCI Metro	Open
PLTA20180000581	Utility Modif or New Const	Kirk Rd	City of Batavia	Open
PLTA20180000608	Utility Modif or New Const	Bliss Rd	ComEd	Open
PLTA20180000609	Utility Modif or New Const	Dunham Rd	MCI Metro	Open
PLTA20180000616	Utility Modif or New Const	Randall Rd	Comcast	Open

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PLTA20180000617	Utility Modif or New Const	Randall Rd	DraftPros / MCI Metro			Open
PLTA20180000630	Utility Modif or New Const	Huntley Rd	ComEd			Open
PLTA20180000631	Utility Modif or New Const	Randall Rd	Draftpros Inc.			Open
PLTA20180000632	Utility Modif or New Const	Randall Rd	Draftpros			Open
PLTA20180000633	Utility Modif or New Const	Huntley Rd	Draftpros			Open
PLTA20180000634	Utility Modif or New Const	Huntley Rd	Draftpros			Open
PLTA20180000636	Temporary Access	Randall Rd	Spectrum Senior Living			Open
PLTA20180000637	Utility Modif or New Const	Orchard Rd	Comcast			Open
PLTA20180000656	Utility Modif or New Const	Big Timber Rd	ComEd			Open
PLTA20180000657	Utility Modif or New Const	Corron Rd	ComEd			Open
PLTA20180000659	Minimum Access	Harmony Rd	Cecilio & Elvira Velazquez			Open
TA20060025	Access Permit	02-02-200-004	Village of Algonquin Well #15	02/03/2006	02/03/2008	Open
TA20060025	Permit Expiration Extension	02-02-200-004	Village of Algonquin Well #15	02/03/2006	02/03/2013	Open
TA20060025	Permit Expiration Extension	02-02-200-004	Village of Algonquin Well #15	02/03/2006	02/03/2023	Open
TA20060025	Temp Const Access	02-02-200-004	Village of Algonquin Well #15	02/03/2006	02/03/2018	Open

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TA20060025	Access Permit	HUNR1	Village of Algonquin Well #15	02/03/2006	02/03/2008	Open
TA20060025	Permit Expiration Extension	HUNR1	Village of Algonquin Well #15	02/03/2006	02/03/2013	Open
TA20060025	Permit Expiration Extension	HUNR1	Village of Algonquin Well #15	02/03/2006	02/03/2023	Open
TA20060025	Temp Const Access	HUNR1	Village of Algonquin Well #15	02/03/2006	02/03/2018	Open
TA20080042	Major Access	Big Timber Rd	Prairie Ridge Neigh T - AA			Open
TA20080042	Major Access	Big Timber Rd: Harmony to Randall Intersecting Ran	Prairie Ridge Neigh T - AA			Open
TA20080213	Major Access	---	Royalton Preserve Subdivision			Open
TA20080213	Major Access	Main St	Royalton Preserve Subdivision			Open
TA20080213	Major Access	Main St: W County Line to Randall Intersecting Ran	Royalton Preserve Subdivision			Open
TA20090033	Right-of-Way Alteration	---	Village of Hampshire Big Tim-20 Rd. Imp.			Open
TA20090033	Right-of-Way Alteration	Big Timber Rd	Village of Hampshire Big Tim-20 Rd. Imp.			Open
TA20090033	Right-of-Way Alteration	Big Timber Rd: Harmony to Randall Intersecting Ran	Village of Hampshire Big Tim-20 Rd. Imp.			Open
TA20090084	Major Access	01-35-300-002	Serosun Farms Development			Open

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TA20090084	Major Access	01-35-400-002	Serosun Farms Development	Open
TA20090084	Major Access	01-36-300-004	Serosun Farms Development	Open
TA20090084	Major Access	Plank Rd	Serosun Farms Development	Open
TA20090084	Major Access	Plank Rd: W County Line to Route 20 Intersecting R	Serosun Farms Development	Open
TA20090121	Minimum Access	08-10-405-006	Pat Prestidge Lot Access	Open
TA20090121	Temp Const Access	08-10-405-006	Pat Prestidge Lot Access	Open
TA20090121	Minimum Access	Burlington Rd	Pat Prestidge Lot Access	Open
TA20090121	Temp Const Access	Burlington Rd	Pat Prestidge Lot Access	Open
TA20090121	Minimum Access	Burlington Rd: IC RR to 64 Intersecting Rte 64	Pat Prestidge Lot Access	Open
TA20090121	Temp Const Access	Burlington Rd: IC RR to 64 Intersecting Rte 64	Pat Prestidge Lot Access	Open
TA20090196	Major Access	12-05-400-007	Meadowbrook Manor Nursing Facility	Open
TA20090196	Major Access	Keslinger Rd	Meadowbrook Manor Nursing Facility	Open

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TA20090196	Major Access	Keslinger Rd: W County Line to Randall Intersectin	Meadowbrook Manor Nursing Facility		Open
TA20100028	Major Access	0131	Weydert Development		Open
TA20100073	Right-of-Way Alteration	---	McDonalds Restaurant Sidewalk Extension		Open
TA20100073	Right-of-Way Alteration	Randall Rd	McDonalds Restaurant Sidewalk Extension		Open
TA20100073	Right-of-Way Alteration	Randall Rd: N County Line to Orchard Intersecting	McDonalds Restaurant Sidewalk Extension		Open
TA20130228	Agricultural	10-10-400-001	Manger Farms Ag Access	01/15/2014	Open
TA20130228	Agricultural	Dauberman Rd	Manger Farms Ag Access	01/15/2014	Open
TA20130228	Agricultural	Dauberman Rd: Keslinger to 30 Intersecting Rte 30	Manger Farms Ag Access	01/15/2014	Open
TA20140020	Utility KDOT Project	---	AT & T		Open
TA20140020	Utility KDOT Project	Bliss Rd	AT & T		Open
TA20140020	Utility KDOT Project	Bliss Rd: Main to Rte 47 Intersecting Rte 47	AT & T		Open
TA20140036	Major Access	08-02-300-007	Natural Resource Facility-Forest Pres.	05/28/2014	Open
TA20140036	Major Access	Silver Glen Rd	Natural Resource Facility-Forest Pres.	05/28/2014	Open

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TA20140036	Major Access	Silver Glen Rd: Route 47 to Route 31 Intersecting	Natural Resource Facility-Forest Pres.		05/28/2014	Open
TA20140060	Right-of-Way Alteration	---	BNSF Railroad Track Repair		07/02/2014	Open
TA20140060	Right-of-Way Alteration	Kirk Rd	BNSF Railroad Track Repair		07/02/2014	Open
TA20140060	Right-of-Way Alteration	Kirk Rd: Dunham to Route 56 Intersecting Route 56	BNSF Railroad Track Repair		07/02/2014	Open
TA20140107	Major Access	---	Elburn Station Subdivision			Open
TA20140107	Major Access	Keslinger Rd	Elburn Station Subdivision			Open
TA20140107	Major Access	Keslinger Rd: W County Line to Randall Intersectin	Elburn Station Subdivision			Open
TA20140111	Detour	---	Oak Street Detour - Village of N Aurora		07/10/2014	Open
TA20140111	Detour	Orchard Rd	Oak Street Detour - Village of N Aurora		07/10/2014	Open
TA20140111	Detour	Orchard Rd: Intersecting Randall Rd	Oak Street Detour - Village of N Aurora		07/10/2014	Open
TA20140146	Special Use Highway Event	---	Pumpkin Pedal Bike Tour	03/10/2017	06/08/2017	Open
TA20140146	Special Use Highway Event	Beith Rd	Pumpkin Pedal Bike Tour	03/10/2017	06/08/2017	Open

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TA20140146	Special Use Highway Event	Beith Rd: Thatcher to Rte 47 Intersecting Rte 47	Pumpkin Pedal Bike Tour	03/10/2017	06/08/2017	Open
TA20140174	Special Use Highway Event	---	Sub-5 Ride for Parkinson's			Open
TA20140174	Special Use Highway Event	Melms Rd	Sub-5 Ride for Parkinson's			Open
TA20140174	Special Use Highway Event	Melms Rd: Intersecting Harmony Rd	Sub-5 Ride for Parkinson's			Open
TA20140183	Right-of-Way Alteration	Randall Rd	ISTHA	09/16/2014	12/11/2014	Open
TA20140183	Right-of-Way Alteration	Randall Rd: N County Line to Orchard Intersecting	ISTHA	09/16/2014	12/11/2014	Open
TA20140205	Right-of-Way Alteration	Randall Rd	City of Elgin			Open
TA20140205	Right-of-Way Alteration	Randall Rd: N County Line to Orchard Intersecting	City of Elgin			Open
TA20140208	Agricultural	Hinckley Rd	Ingrid O'Brien/Kevin Marshall			Open
TA20140208	Agricultural	Hinckley Rd: Jericho to Big Rock Ck Intersecting J	Ingrid O'Brien/Kevin Marshall			Open
TA20140230	Utility Modif or New Const	---	Nicor Gas			Open
TA20140230	Utility Modif or New Const	Meredith Rd	Nicor Gas			Open

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TA20140230	Utility Modif or New Const	Meredith Rd: IC Trail to Keslinger Intersecting Ke	Nicor Gas		Open
TA20150085	Utility Modif or New Const	---	Wide Open West		Open
TA20150085	Utility Modif or New Const	Main St	Wide Open West		Open
TA20150085	Utility Modif or New Const	Main St: W County Line to Randall Intersecting Ran	Wide Open West		Open
TA20150155	Utility New Construction NF-U	---	Wide Open West	10/14/2015	Open
TA20150155	Utility New Construction NF-U	W Bartlett Rd	Wide Open West	10/14/2015	Open
TA20150155	Utility New Construction NF-U	W Bartlett Rd: Route 25 to Cook Co Intersecting Co	Wide Open West	10/14/2015	Open
TA20150192	Traffic Signal Improvements	Big Timber Rd	Pancor Construction & Development		Open
TA20150192	Traffic Signal Improvements	Big Timber Rd: Harmony to Randall Intersecting Ran	Pancor Construction & Development		Open
TA20150208	Utility Modif or New Const	---	AT & T		Open
TA20150208	Utility Modif or New Const	Kirk Rd	AT & T		Open
TA20150208	Utility Modif or New Const	Kirk Rd: Dunham to Route 56 Intersecting Route 56	AT & T		Open

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TA20150214	Utility Major Maintenance	---	ComEd	12/30/2015	Open
TA20150214	Utility Major Maintenance	Ellithorpe Rd	ComEd	12/30/2015	Open
TA20150214	Utility Major Maintenance	Ellithorpe Rd: McGough to Burlington Intersecting	ComEd	12/30/2015	Open
TA20150256	Utility Modif or New Const		Mobilitie LLC		Open
TA20150256	Utility Modif or New Const	---	Mobilitie LLC		Open
TA20150272	Detour	Seavey Rd	Seavey Road Bridge over Lake Run Creek	12/31/2016	Open
TA20150272	Stormwater Drainage	Seavey Rd	Seavey Road Bridge over Lake Run Creek	12/31/2016	Open
TA20150272	Detour	Seavey Rd: Intersecting Bliss	Seavey Road Bridge over Lake Run Creek	12/31/2016	Open
TA20150272	Stormwater Drainage	Seavey Rd: Intersecting Bliss	Seavey Road Bridge over Lake Run Creek	12/31/2016	Open
TA20150279	Utility Modif or New Const	---	A T & T		Open
TA20150279	Utility Modif or New Const	Bowes Road	A T & T		Open
TA20150279	Utility Modif or New Const	Bowes Road: Muirhead to McLean Intersecting McLean	A T & T		Open

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TA20160135	Utility Modif or New Const	---	Network Technology Authority			Open
TA20160135	Utility Modif or New Const	Meredith Rd	Network Technology Authority			Open
TA20160135	Utility Modif or New Const	Meredith Rd: IC Trail to Keslinger Intersecting Ke	Network Technology Authority			Open
TA20160160	Utility KDOT Project	---	Nicor			Open
TA20160160	Utility KDOT Project	Bunker Road	Nicor			Open
TA20160160	Utility KDOT Project	Bunker Road: Keslinger to Main Intersecting Main S	Nicor			Open
TA20160169	Utility Modif or New Const	---	ComEd			Open
TA20160169	Utility Modif or New Const	Keslinger Rd	ComEd			Open
TA20160169	Utility Modif or New Const	Keslinger Rd: W County Line to Randall Intersectin	ComEd			Open
TA20160171	Right-of-Way Alteration	---	Village of Burlington, N.Main Stormwater	08/16/2016	11/15/2016	Open
TA20160171	Right-of-Way Alteration	Plank Rd	Village of Burlington, N.Main Stormwater	08/16/2016	11/15/2016	Open
TA20160171	Right-of-Way Alteration	Plank Rd: W County Line to Route 20 Intersecting R	Village of Burlington, N.Main Stormwater	08/16/2016	11/15/2016	Open

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TA20160184	Detour	---	Burlington National Sante Fe RR Repair	08/05/2016	Open
TA20160184	Detour	Kirk Rd	Burlington National Sante Fe RR Repair	08/05/2016	Open
TA20160184	Detour	Kirk Rd: Dunham to Route 56 Intersecting Route 56	Burlington National Sante Fe RR Repair	08/05/2016	Open
TA20160260	Right-of-Way Alteration	---	Candlewood Suites		Open
TA20160260	Right-of-Way Alteration	Orchard Rd	Candlewood Suites		Open
TA20160260	Right-of-Way Alteration	Orchard Rd: Intersecting Randall Rd	Candlewood Suites		Open
TA20160268	Agricultural	02-18-300-004	Ray Heinberg		Open
TA20160268	Agricultural	Big Timber Rd	Ray Heinberg		Open
TA20160268	Agricultural	Big Timber Rd: Harmony to Randall Intersecting Ran	Ray Heinberg		Open
TA20170005	Utility KDOT Project	---	ComEd		Open
TA20170005	Utility KDOT Project	Silver Glen Rd	ComEd		Open
TA20170005	Utility KDOT Project	Silver Glen Rd: Route 47 to Route 31 Intersecting	ComEd		Open
TA20170006	Utility KDOT Project	---	ComEd		Open
TA20170006	Utility KDOT Project	Burlington Rd	ComEd		Open

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TA20170006	Utility KDOT Project	Burlington Rd: IC RR to 64 Intersecting Rte 64	ComEd			Open
TA20170036	Right-of-Way Alteration	Tanner Rd	Village of North Aurora	02/24/2017	06/30/2017	Open

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RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Ordinance No.

Amending Kane County Division of Transportation Permit Regulations for Wireless Telecommunication Facilities on County Property and Right-of-Way

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: N/A
If not budgeted, explain funding source: N/A	

Summary:

Public act 100-0585 was signed into law April of this year. Known as the Small Cell Wireless Facilities Appointment Act, it sets forth the terms, conditions and fee structure for the sighting of small wireless facilities within public rights of way and collocation on local agency infrastructure including traffic signals and streetlights. The act requires the County to make available, through ordinance or an authority utility pole attachment agreement, license or other agreement that makes available to wireless providers, the rates, fees and terms for the collocation of small wireless facilities on County utility poles that comply with this Act by August 1, 2018.

The Division of Transportation, has prepared this Ordinance to amend the Kane County Division of Transportation Permit Regulations for Wireless Telecommunication Facilities on County Property and Right-of-Way. The proposed ordinance reflects the priorities set forth by the Kane County Board regarding stewardship of the county right-of-way that prioritizes public health, benefit and community. In addition, the proposed ordinance emphasizes only those terms, conditions and fees essential to our permitting process.

The following are some key points of the proposed ordinance:

1. Limits wireless telecommunication facilities in the public right-of-way to only those wireless services providers serving the public interest.
2. Establishes line of sight requirements to ensure the visibility of all users is not obstructed by wireless telecommunication facilities.
3. Emphasizes the requirement that applicants perform all necessary structural analysis to confirm collocation on County and infrastructure is safe and or provide the necessary make ready analysis to ensure safety of the public.
4. Requires prior written approval, including structural sign off, from owners of non-county infrastructure for the collocation of wireless telecommunication facilities on their own/structure.
5. Requires wireless service providers who desire to collocate on County and infrastructure to enter into Pole Attachment Agreement which sets forth the annual reoccurring rate per installation (\$200/year), terms of the collocation, and other requirements.

STATE OF ILLINOIS

COUNTY OF KANE

ORDINANCE NO.

**AMENDING KANE COUNTY DIVISION OF TRANSPORTATION PERMIT REGULATIONS
FOR WIRELESS TELECOMMUNICATION FACILITIES ON COUNTY PROPERTY AND
RIGHT-OF-WAY**

WHEREAS, the County of Kane (“County”) is authorized pursuant to 55 ILCS 5/5-1015 to have custody of and care for real estate necessary for County purposes which real estate includes County highway right of way; and

WHEREAS, the County is empowered to consent to the use of its rights-of-way by public utility companies and others pursuant to 605 ILCS 5/9-113; and

WHEREAS, Kane County Ordinances Nos. 03-12, 03-402, 17-181 and 17-357, known as Kane County Division of Transportation Permit Regulations and Access Control Regulations includes standards for design, construction, installation, use, maintenance and repair of utility facilities on, over, above, along, upon, under, across, within or through , the County’s right-of-way; and

WHEREAS, telecommunications providers have placed or may request to place, certain telecommunication facilities within the County right of way; and

WHEREAS, the County is authorized, under existing law, to approve appropriate regulations and restrictions relative to small cell, distributed antenna systems and other wireless telecommunication facility installations in the County’s right-of-way as long as the County’s regulations are consistent with recently enacted Public Act 100-0585, known as the Small Wireless Facilities Deployment Act (“the Act”); and

WHEREAS, due to the anticipated increased demand for placement of small cell facilities, distributed antenna system facilities and other wireless telecommunication facility installations within the County’s right-of-way, the County Board finds and has determined that it is necessary to and is in the best interests of the public health, safety and general welfare to adopt the this Ordinance in order to establish standards for design, construction, installation, use, maintenance, replacement and repair of such facilities within the County’s right-of-way, so as to, among other things, (i) prevent interference with the facilities and operations of the County’s infrastructure and of other utilities lawfully located in the County’s right-of-way or property, (ii) provide regulations and standards for the placement and siting of wireless telecommunication facilities within County right-of-way, (iii) preserve the character of the areas in which wireless telecommunication facilities are installed, (iv) minimize any adverse visual impact of wireless telecommunication facilities and prevent visual blight, (v) facilitate the location of wireless telecommunication facilities in permitted locations within the County right-of-way, and (vi) assure the continued safe use and enjoyment of properties adjacent to wireless telecommunication facilities locations.

NOW, THEREFORE, BE IT ORDAINED by the County Board of Kane County, Illinois as follows:

The foregoing recitals are incorporated into this Ordinance by this reference as findings of the Kane County Board.

BE IT FURTHER ORDAINED that the Kane County Code is amended by adding a new Ordinance, Chapter _____, Article _____ (Wireless Telecommunication Services and Facilities), which reads in its entirety as follows:

A. TITLE: This Ordinance shall be known and may be referred to as the “WIRELESS TELECOMMUNICATION FACILITIES ORDINANCE.”

B. ENABLING STATUTE:

The Illinois Legislature has passed Public Act 100-0585, the Small Wireless Facilities Deployment Act (hereinafter “the Act”), enabling Kane County to adopt rates, fees and terms which comply with the Act for the collocation of small wireless facilities within the County’s right-of-way. All definitions, terms and conditions set forth in the Act are incorporated herein and made a part hereof. Since the Kane County Division of Transportation Permit Regulations and Access Control Regulations Ordinance does not sufficiently address the collocation of small wireless facilities, and the legislature has enacted specific terms which apply only to small wireless facilities providers who request to locate small wireless facilities within the County right-of-way, the County is enacting this ordinance, the Wireless Telecommunication Facilities Ordinance.

Where the conditions imposed by any provisions of this Ordinance regarding the siting and installation of wireless telecommunication facilities are more restrictive than comparable conditions imposed elsewhere in any other local laws, ordinances, resolutions, rules or regulations, the provisions of this Ordinance shall govern.

C. DEFINITIONS:

The definitions of the terms as set forth in the Kane County Division of Transportation Permit Regulations and Access Control Regulations Ordinance shall be applicable to this Ordinance unless otherwise stated. In the event there is a conflict between this Ordinance and the Kane County Division of Transportation Permit Regulations and Access Control Regulations Ordinance, this Ordinance shall govern. As used in this Ordinance, the terms set forth below shall be defined as follows:

“**Alternative Antenna Structure**” means an existing utility pole or other structure within the County right-of-way which can be used to support an antenna and which is not owned by the County.

“**County-Owned Infrastructure**” means poles, streetlights and traffic signals that are located in the County’s right of way and which are owned, operated and maintained by the County.

“**Distributed Antenna System**” means a type of wireless telecommunication facility consisting of a network of spatially separated antenna nodes connected to a common source via a transport medium that provides wireless service within a geographic area.

“**Landscape Screening**” means the installation, at grade, of plantings, shrubbery, bushes or other foliage intended to screen ground mounted wireless telecommunication equipment from public view.

“**Structural Engineer**” means a person licensed in the State of Illinois as a professional structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989.

“**Structure**” includes alternative antenna structure and County-owned infrastructure as herein defined, collectively.

“Tower” means any structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including self-supporting lattice towers, guy towers, or monopole towers.

“Variance” means a grant of relief by the County Engineer or the duly appointed designee of the County Engineer from specific limitations of this Ordinance.

“Wireless Telecommunication Antenna” means an antenna that is part of a wireless telecommunications facility.

“Wireless Telecommunication Equipment” means equipment, exclusive of an antenna, that is part of a wireless telecommunications facility.

“Wireless Telecommunication Facility” means an antenna, equipment, and related improvements used, or designed to be used, to provide publicly accessible wireless transmission of voice, data, images, or other information including, but not limited to, cellular phone service, personal communication service, paging, and Wi-Fi antenna service.

“Wireless Services” means any services provided to the general public, including a particular class of customers, and made available on a non-discriminatory basis using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided using wireless facilities.

“Wireless Services Provider” means a person or entity that provides wireless telecommunication services available to the public but excludes any person or entity that provides wireless telecommunication service to or for a private niche market.

D. REGULATIONS AND STANDARDS:

Wireless telecommunication facilities to be located in the County’s right of way shall require a County Wireless Telecommunications Facilities Permit. Wireless telecommunication facilities shall be permitted to be located in the County’s right of way as attachments to existing alternative antenna structures or County-owned infrastructure or as an attachment to a new alternative antenna structure subject to the following regulations:

- 1. Siting of wireless telecommunication facilities:** When determining the location for installation of wireless telecommunication facilities, wireless services providers shall take into consideration the surrounding and adjacent land uses and make every effort to avoid siting wireless telecommunication facilities at or near properties with high frequency outdoor usage such as parks, schools, sports and recreational facilities, etc.
- 2. New Alternative Antenna Structures:** In the event of receipt of an application for the installation of a wireless telecommunication facility on a new alternative antenna structure, the County may require that the proposed wireless telecommunication facility be collocated on an existing alternative antenna structure within one hundred (100) feet of the proposed installation. The applicant will accept said County required collation if the applicant has or can obtain the right to use the existing alternate antenna structure on reasonable terms and conditions as long as the existing alternative antenna structure does not impose technical limits or unreasonable additional material costs. The applicant shall provide a written certification describing any property rights, technical limits or material costs as reasons why the existing

alternative antenna structure does not satisfy the criteria in this paragraph.

3. **Signage:** Identification signage shall be affixed to each wireless telecommunication facility clearly identifying the wireless services provider, its emergency and business contact phone numbers and a unique identity number or code. Safety warning signs or labeling required by law are permitted. Installation of all other signs on a wireless telecommunication facility shall be prohibited. Signage size shall be determined by the County Engineer.
4. **Frequency Interference:** The wireless services provider's operation of the wireless telecommunication facilities in the County's right-of-way shall not interfere with the frequencies used by the County's public safety or roadway facility and operations communications, including, but not limited to, streetlight and traffic signal transmissions. In the event that interference with said frequencies used by the County's public safety or roadway facility communications is detected at any time, the wireless services provider is required to and shall at its own expense, either: (i) immediately cease transmitting/receiving from said wireless telecommunication facility; or ii) reconfigure or filter the interfering antenna system's transmissions or frequency; or (iii) remove the entirety of the wireless telecommunication facility immediately upon notification of said interference. In the event a relocation is required, the wireless services provider will be required to apply for a new wireless telecommunication facilities permit under the terms of this Ordinance for the wireless telecommunication facility's relocation.
5. **Attachment Limitations:** No wireless telecommunication antenna or facility shall be attached to an alternative antenna structure or County-owned infrastructure unless all of the following conditions are satisfied:
 - a. **Height Requirements:** The maximum height of a wireless telecommunication antenna attached to a structure is limited to ten (10) feet above the structure on which the wireless telecommunication antenna is collocated. The height of a new or replacement structure on which wireless telecommunication facilities are collocated shall be limited to the higher of:
 1. ten (10) feet in height above the tallest existing structure, other than a tower supporting only wireless facilities, that is in place on the date the application is submitted to the County, that is located within three-hundred (300) feet of the new or replacement structure and that is in the same right-of-way within the boundaries of the County of Kane ; or
 2. forty-five (45) feet above existing ground level.
 - b. **Antenna Size:** A wireless telecommunication antenna, including antenna panels, whip antennas or dish-shaped antennas, shall be located inside an enclosure of no more than six (6) cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit in its entirety within an imaginary enclosure of no more

than six (6) cubic feet. Applicant shall provide written proof by way of design drawings and details at time of application submittal that demonstrates that the volume limitation has been satisfied.

- c. **Equipment Volume of Above-Ground Wireless Telecommunication Facility:** The total combined volume of all above-ground equipment and appurtenances comprising a wireless telecommunication facility, exclusive of the antenna itself, shall not cumulatively exceed twenty-five (25) cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunication demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services. Applicant shall provide written proof by way of design drawings and details at time of application submittal that show the volume limitation has been met.
- d. **Mounting Requirements:** The base of the equipment, antenna or appurtenances of a wireless telecommunication facility collocated on a structure shall be located no lower than ten (10) feet above grade and at a location and height that meets the requirements of the American Disabilities Act (ADA) and the clearances set forth in the Public Rights-of-Way Accessibility Guidelines (PROWAG) or the subsequent regulations on accessibility in County right-of-way. Collocation on County-owned infrastructure shall not interfere with or obscure existing traffic control devices including signal heads, lighting and signage. For traffic signals or street lights, no elements of a wireless telecommunication facility shall be mounted onto the signal mast arm or lighting luminaire arm.
- e. **Landscape Screening:** In the event that a wireless telecommunication facility is proposed to be installed at grade, landscape screening shall be installed to minimize the visibility of the wireless telecommunication facility, at the discretion of the County Engineer.
- f. **Wiring and Cabling:** Wires and cables connecting the antenna to the remainder of the wireless transmission facility shall be installed in accordance with the National Electric Code and National Electrical Safety Code then in effect at the time of application. In no event shall wiring and cabling serving the wireless transmission facility interfere with any wiring or cabling installed by a cable television or video service operator, electric utility or telephone utility. The applicant shall be required to provide written sign-off by each cable television or video service operator, electric utility or telephone utility owner/operator that a proposed collocation will not adversely impact their existing facilities. Said sign-offs must be provided at the time of application submittal.
- g. **Grounding:** The wireless telecommunication facility shall be grounded in

accordance with the requirements of the National Electrical Code then in effect.

- h. Guy Wires: No guy or other support wires shall be used in connection with a wireless telecommunication facility within the County's right of way unless the facility is proposed to be attached to an existing structure that incorporated guy wires prior to the date that an applicant has submitted an application for a permit.
- i. Pole Extensions: Extensions to structures utilized for the purpose of collocating a wireless telecommunication antenna and its related wireless telecommunication equipment shall be fabricated from material similar to the existing structure, and shall have a degree of strength capable of supporting the antenna and any related appurtenances and cabling and capable of withstanding wind forces and ice loads, stresses and other negative impacts in accordance with the structural loading standards as noted below. An extension to a structure shall be securely attached to the structure in accordance with applicable engineering standards for the design and attachment of such extensions.
- j. Structural Loading: The wireless telecommunication facility, including the antenna, pole, extension and all related equipment shall be designed to withstand wind forces and ice loads in accordance with applicable standards established in Chapter 25 of the National Electric Safety Code for structures, Rule 250-B and 250-C standards governing wind, ice, and loading forces on structures, in the American National Standards Institute (ANSI) in TIA/EIA Section 222-G established by the Telecommunications Industry Association (TIA) and the Electronics Industry Association (EIA) for steel structures and the applicable industry standard for other existing structures. The applicant shall provide the County with a structural evaluation of each specific location affirming that the proposed installation meets or exceeds the standards described above. The evaluation shall be prepared by a professional structural engineer licensed in the State of Illinois.
- k. Electrical Disconnect: A wireless telecommunication facility shall include an electrical service disconnect switch to allow County personnel, agents and emergency response personnel to shut off power in the event of an incident or other abnormal condition. The disconnect switch shall be located a minimum of ten (10) feet away from the wireless telecommunication facility and accessible to County and emergency response personnel without restriction.

E. PERMITTING REQUIREMENTS:

Applications for the collocation or installation of wireless telecommunication facilities shall be required to include the following.

1. General Permitting Requirements:

- a. A site specific structural integrity analysis prepared by a professional structural engineer licensed in the State of Illinois.
- b. An exhibit showing the location where each proposed wireless telecommunication facility would be installed.
- c. A line-of-sight analysis to ensure that wireless telecommunications equipment, either pole or ground mounted, does not obscure or obstruct the safe visibility of/by motorists, bicyclists or pedestrians.
- d. Photographs, taken within six (6) months of the submittal of the application, of the location and its immediate surroundings depicting the land uses and structure(s) on which each proposed wireless telecommunication facility would be mounted.
- e. Specifications and drawings prepared by a structural engineer for each proposed wireless telecommunication facility covered by the application as it is proposed to be installed, with height and offset dimensions shown as well as volumetrics (cubic feet) of each of the wireless telecommunication facility components.
- f. A proposed schedule for the installation and completion of each wireless telecommunication facility covered by the application.
- g. Certification that the proposed collocation complies with the frequency interference requirements in section D. (4).
- h. Restoration - Upon completion of the work authorized by permit under this Ordinance, all disturbed or damaged areas of the right-of-way shall be restored to a condition equal to or better than that which existed prior to the work. Said restoration shall include, but is not limited to, repairs to highway shoulders, ditches, parkways, curbs, and pavements and/or any special landscaping, hardscaping, or enhanced areas that existed in the right-of-way prior to the commencement of the permitted work. The County shall bear no responsibility for costs associated with any required restoration. The applicant shall for each permit provide a Performance Bond in the amount of twenty thousand (\$20,000.00) dollars or one hundred ten percent (110%) of the engineer's estimate of probable cost for the restoration, whichever is greater. An engineer's estimate of probable cost shall be submitted to the County for approval prior to the submittal of any performance bond.
- i. Service Connections - Other related wireless telecommunication facility improvements including, but not limited to, buried electrical service, and buried fiber optic or cable connections that are required or used to service the wireless telecommunication facility and which are installed within County right-of-way require additional and separate permits. A permit for these service connections shall be applied for concurrently by the respective utility provider providing the service or connection.

2. County-Owned Infrastructure:

- a. Pole Attachment Agreement - In addition to the required permit, a separate pole attachment agreement between the wireless services provider and the County is required prior to the County authorizing the placement of wireless telecommunication facilities on County-owned infrastructure.
- b. Replacement of County-Owned Infrastructure - If the County determines that applicable codes or public safety requires the County's infrastructure to be replaced to support a requested collocation, the County shall require the wireless services provider to replace the County's infrastructure at no cost to the County. If the proposed installation requires replacement of the County's infrastructure, no property rights to the replaced County-owned infrastructure will accrue to or be conferred on the applicant due to the applicant's replacement of such infrastructure.
- c. Make Ready Analysis - When a wireless services provider applies for a permit to collocate a wireless telecommunication facility on County-owned infrastructure a Make Ready Analysis prepared by a professional structural engineer licensed in the State of Illinois shall be required.

3. Alternative Antenna Structure:

Permission to Use Alternative Antenna Structure - When an applicant for a wireless telecommunication facility submits an application to collocate a wireless telecommunication facility on an Alternative Antenna Structure that is under the ownership or control of an individual or entity other than the applicant, the applicant shall submit to the County a copy of the written approval from the owner of the alternative antenna structure, to mount the wireless telecommunication facility on that alternative antenna structure. Approval by the alternative antenna structure owner to allow the installation of a wireless telecommunication facility shall include a guarantee by the alternative antenna structure owner that it will either remove or cause to be removed abandoned equipment in accordance with section (K). Written approval by the alternative antenna structure owner shall also include a determination by the alternative antenna structure owner that the alternative antenna structure is structurally capable of supporting the proposed wireless telecommunication facility.

F. PERMIT FEES:

1. Permits and permit fees for placement of wireless telecommunication facilities are required. Except as otherwise provided in this Ordinance, the regulations and the procedures for the application for, approval of and revocation of such a permit shall be those required in the Kane County Division of Transportation Permit Regulations and Access Control Regulations Ordinance and/or Small Wireless Facilities Deployment Act. All

applications shall demonstrate compliance with the requirements of this Ordinance. All applications for permits pursuant to this Ordinance shall be accompanied by a non-refundable application fee in the amounts as set forth in the following schedule:

- a. Single wireless telecommunication facility on an existing structure - Six Hundred Fifty dollars (\$650.00) each facility.
 - b. Multiple wireless telecommunication facilities (maximum 25) included in a single application to collocate on existing structures - Three Hundred Fifty Dollars (\$350.00) each facility
 - c. Wireless telecommunication facility that includes the replacement or installation of a new structure or tower- One Thousand Dollars (\$1,000.00) each facility.
2. Annual Recurring Rate: The wireless services provider shall pay to the County an annual recurring rate for each permitted wireless facility of Two Hundred Dollars (\$200.00) dollars per year or an amount equal to the County's direct costs, whichever is greater, to collocate telecommunication facilities on County-owned infrastructure. Initial payment shall be received prior to issuance of a permit by the County. Thereafter, payment shall be received annually beginning on the second March 1st following the initial payment. (Example: If initial payment is on January 1, 2019, the next payment is March 1, 2020, and the third payment is March 1, 2021.).
3. Penalties: Any person who violates any provision of this Ordinance or fails to comply with any requirements thereof, or who constructs, alters, repairs, disconnects, removes any facility within the County Highway rights-of-way in violation of an approved plan or directive of the County Engineer or his designee, or fails to apply for or obtain a permit issued under the provisions of this Ordinance shall pay those penalties as provided Section 9 of Ordinance No. 17-357 Kane County Division of Transportation Permit Regulations and Access Control Regulations. Each day that a violation continues shall be deemed a separate offense.

G. ADJUSTMENTS OR RELOCATIONS OF WIRELESS TELECOMMUNICATION

FACILITIES: The wireless services provider shall be responsible for making adjustments, relocations and/or removal of its facilities within the County right-of-way due to highway construction, reconstruction or maintenance work within ninety (90) calendar days of receipt of written notification as directed by the County Engineer or a duly authorized designee of the County Engineer. If such facility is not removed or relocated as directed within ninety (90) days of such notice, the County may remove or cause the removal of such facility through whatever actions are provided by law for removal and cost recovery therefor.

H. DAMAGE TO WIRELESS TELECOMMUNICATIONS FACILITY: If a structure or attached

wireless telecommunications facility is damaged, the wireless services telecommunications facility provider shall make the wireless telecommunications facility equipment safe or otherwise clear the wireless telecommunications facility equipment from the County right-of-way within one (1) hour of notification to the wireless services provider or its designee.

- I. **DAMAGE TO COUNTY INFRASTRUCTURE OR PROPERTY:** The wireless services provider shall be financially responsible for any damage to County infrastructure or property caused by the installation, maintenance, replacement, use or operation of wireless telecommunication facilities.
- J. **VARIANCE REQUIREMENTS:** Each location of a wireless telecommunication facility within County right-of-way shall meet all of the requirements of this Ordinance. The decision of the Division of Transportation to deny a permit application may be appealed to the County Engineer or authorized the County Engineer's designee. The County Engineer or authorized designee shall hear the request for a variance within fourteen (14) calendar days following receipt of notice, and the decision shall be the final action of the County with respect to the request for a variance. Any request for a variance shall be made in writing to the County c/o the Division of Transportation, 41W011 Burlington Road, St. Charles, Illinois 60175 within fourteen (14) calendar days of receipt of a decision by the County.
- K. **ABANDONMENT AND REMOVAL:** Any wireless telecommunication facility located within the County right-of-way that is not operated for a continuous period of twelve (12) months, shall be considered abandoned and the owner of the facility shall remove same within ninety (90) days of receipt of written notice from the County notifying the owner of such abandonment. Such notice shall be sent by certified or registered mail, return-receipt-requested, by the County to such owner at the last known address of such owner. In the case of wireless telecommunication facilities attached to County-owned infrastructure, if such facility is not removed within ninety (90) days of such notice, the County may remove or cause the removal of such facility through the terms of the applicable pole attachment agreement or through whatever actions are provided by law for removal thereof and cost recovery therefor.
- L. **COUNTY WIRELESS TELECOMMUNICATION FACILITIES:** This Ordinance shall not apply to wireless telecommunication facilities owned by the County.
- M. **NO IMPLIED WARRANTIES:** No implied or expressed warranty is made, given, granted, conferred or inferred as to the capability, capacity or suitability of County owned infrastructure to accept, support, maintain and/or provide for the needs and requirements of the wireless telecommunication facility installation. Complete responsibility for assuring that the County owned infrastructure is satisfactory for a wireless telecommunication facility or its use will be the sole responsibility of the permit applicant. In the event the permit applicant's selected County-owned infrastructure is deemed inadequate by the permit applicant or the applicant's consultant, the County will be under no obligation to augment or create any new element to accommodate the proposed installation of the wireless telecommunication facility.
- N. **HOLD HARMLESS AGREEMENT:** It is recognized that systems being created by the wireless telecommunication facilities network require an interconnection and complete coverage for the systems to function. It is also recognized that unexpected events, weather conditions, traffic accidents and maintenance and construction operations and the like can cause damage to roadway facilities and County owned infrastructure within County right-of-

way. Although replacement, reconstruction or re-installation of County owned infrastructure is typically accomplished in an efficient, timely and economical manner, there shall be no defined timeframe in which this repair work shall be completed. In the event such incidents occur causing damage to County-owned infrastructure which have wireless telecommunication facilities mounted or otherwise attached thereto and in the event such accidents or occurrences cause elements of or the complete wireless telecommunication facility to be incapacitated, rendered inoperable, made irreparable, or destroyed, the County and its affiliated and associated Departments and Divisions, elected and appointed officials, employees, and agents shall be held harmless and under no obligation to replace, reconstruct or re-install the roadway facilities or any County owned infrastructure within a certain time frame or to the same configuration or condition, nor shall there be any obligation by the County to repair, reconfigure or replace any elements of the wireless telecommunication facility. Such duties and responsibilities for the repair, reconfiguration or replacement of the wireless telecommunication facility shall be the sole responsibility and at the expense of the wireless services provider.

O: SEVERABILITY:

In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of the Ordinance, which shall remain in full force and effect.

P: EFFECTIVE DATE:

This Ordinance shall be effective upon its adoption.

Passed by the Kane County Board on August 14, 2018.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:

18-08 WirelessFacilities

**Project Implementation Report
Monthly Report – July 17, 2018**

Construction Highlights

1. Longmeadow Parkway (Section A-2/B-1) Randall to White Chapel - Crews are buttoning up site landscaping and working on punch list items. The flashing yellow pedestrian crossing beacons at Barrett Drive and White Chapel Lane have been installed and are operational. Completion of this section is expected by July/August 2018.
2. Longmeadow Parkway (Section B-2) White Chapel to E/O IL 31 - Crews continue placing soil and grading the Raging Buffalo site and the areas adjacent to IL 31. Storm sewer installation and utility relocation is ongoing. Mass grading and earthwork on the project will continue throughout the year. Anticipated completion is November 2019.
3. Longmeadow Parkway (Section D) - E/O IL 25 to IL 62 and along IL 62 – Utility relocation continues along IL 62 and is expected to be completed by the end of July. Storm sewer work has started along Longmeadow Parkway and will continue for the next few weeks. Other tasks will get started as weather and project conditions improve. Anticipated completion is June 2019.
4. West County Line Road over Union Ditch #3 Bridge Replacement – Contractor has placed the steel beams and is framing the deck in anticipation of a deck pour later this month. Completion for this new bridge is anticipated in September 2018.

Design Highlights

- Longmeadow Parkway Bridge Corridor Section C from east of IL 31 to east of IL 25 and the new Fox River Bridge – Phase II Engineering, toll bridge studies and ROW acquisition continue (4 parcels remain). Portions of Section C will go to construction upon the completion of ROW acquisition, design engineering and the toll bridge studies, as necessary.
- Bliss Road/Fabyan Parkway/Main Street Road – Phase II Engineering is underway.
- Bunker Road Extension – Keslinger Road to LaFox Road – Phase II Engineering and ROW acquisition are ongoing.
- Dauberman Road Extension – Granart Road to US 30 - Phase I Engineering is nearing completion and the locally-funded portion of Phase II Engineering has started.
- Fabyan Parkway at Kirk Road – Phase II Engineering is nearing completion and ROW acquisition is ongoing.
- Kirk Road over UP RR, Metra & Tyler Creek – Phase I Engineering is ongoing.
- Main Street Road over Blackberry Creek & at IL 47 – IDOT is the lead agency for the ongoing Phase II Engineering and ROW acquisition.
- Randall Road at Weld Road/US 20 – Phase II Engineering & ROW acquisition are ongoing.
- Randall Road – Huntley Road to Big Timber Road Adaptive Signal Control – Phase II Engineering is ongoing.
- Stearns Road Stage 5A at Randall Road/McDonald Road – Phase II Engineering is ongoing.
- Various Engineering Projects – There are over 60 active projects in various stages of completion. Please contact our office if you have a question on the status of another project.

Attachments: None

Detailed information available from: Steve Coffinbargar, Assistant Director, 630-406-7170

KANE COUNTY DIVISION OF TRANSPORTATION

2018 CONSTRUCTION PROJECT UPDATE

July Transportation Committee



Landscaping crews work on punch list items as the contractor wraps up the LMP Section A-2/B-1 - Randall to Karen Drive project



Earth moving is in full swing on the LMP Section B-2 - White Chapel to IL 31 project



Crews make the best of the recent rains and keep working on LMP Section B-2



Rain doesn't stop utilities from relocating on the LMP Section B-2 project



Crews continue utility relocations and storm sewer installation on the LMP Section D - IL 25 to IL 62 project



Bridge crews work around the rain and rising water to keep the project on track and on time on the West County Line Rd over Union Ditch #3 Bridge Replacement project



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving an Intergovernmental Agreement Between the County of Kane and the Forest Preserve District of Kane County for Dauberman Road Extension Multi-Use Path Improvement, Kane County Section No. 15-00277-01-BR

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: N/A
If not budgeted, explain funding source: N/A	

Summary:

KDOT is nearly complete with Phase I Engineering and is starting Phase II Engineering soon on the Dauberman Road Extension improvement. As part of this improvement, KDOT will be constructing a 10-ft wide multi-use path along the Dauberman Rd Extension project limits from US30 to Granart Road and along Granart Road east to the Big Rock Forest Preserve. Along Granart Road, the multi-use path will be on the south side of the roadway on Forest Preserve property, and will be constructed from the proposed Dauberman Rd/Granart Road intersection to the Big Rock Forest Preserve entrance (at the westernmost edge of the entrance radius return). The impacted Big Rock Forest Preserve property was previously purchased with Open Space Lands Acquisition and Development (OSLAD) funds. The proposed multi-use path will be constructed on Forest Preserve property where the existing grass path is currently located. Once construction of the multi-use path is complete, KDOT will transfer ownership and maintenance of the path over to the Forest Preserve.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF KANE AND THE FOREST PRESERVE DISTRICT OF KANE COUNTY FOR DAUBERMAN ROAD EXTENSION MULTI-USE PATH IMPROVEMENT, KANE COUNTY SECTION NO. 15-00277-01-BR

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and the Illinois Compiled Statutes (5 ILCS 220/1, *et seq.*) authorizes the County of Kane (hereinafter the "County") and the Forest Preserve District of Kane County (hereinafter the "District") to cooperate in the performance of their respective duties and responsibilities by contract and other agreements; and

WHEREAS, the County is responsible for engineering, right of way acquisition and construction of the proposed Dauberman Road Extension improvement project, (hereinafter the "Dauberman Road Extension"); and

WHEREAS, in conjunction with the Dauberman Road Extension the County and the District desire to cooperate among themselves to provide for the design, extension and improvement of the multi-use path located within the District property along Granart Road, which path terminates at the entrance of the Big Rock Forest Preserve (hereinafter referred to as the "Project"); and

WHEREAS, in conjunction with the Dauberman Road Extension, the County and the District desire to cooperate among themselves to provide for the design, extension and improvement of the multi-use path located within the District property along Granart Road terminating at the entrance of the Big Rock Forest Preserve (hereinafter referred to as the "Project"); and

WHEREAS, the County and the District have determined a mutually satisfactory allocation of costs and responsibilities for the Project as set forth in the intergovernmental agreement (a copy of which is on file with the County Clerk's Office).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the County of Kane enter into an intergovernmental agreement for the Project with the Forest Preserve District of Kane County and that the Kane County Board Chairman is hereby authorized to execute an intergovernmental agreement therefore.

Passed by the Kane County Board on August 14, 2018.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:

18-08 DbrmnlGAKCFPD

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF KANE
AND THE KANE COUNTY FOREST PRESERVE DISTRICT
DAUBERMAN ROAD EXTENSION**

This Agreement, entered into by and between the County of Kane, a body corporate and politic of the State of Illinois (hereinafter "County"), and the Forest Preserve District of Kane County, a downstate forest preserve district of the State of Illinois (hereinafter the "District"). The County and the District are each sometimes hereinafter individually referred to as a "Party" and collectively as the Parties".

WITNESSETH:

WHEREAS, the County and the District are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, as provided in the Illinois Compiled Statutes, 5 ILCS 220/1 *et. seq.*; and are units of local government within the meaning of the Constitution of Illinois, 1970, Article VII, Section 10; and,

WHEREAS, the District owns certain real property utilized as a forest preserve in the Township of Big Rock, County of Kane, State of Illinois and in particular a forest preserve referred to as "Big Rock Forest Preserve"; and,

WHEREAS, the County desires to improve Kane County Highway No. 62 (Dauberman Road) at and near its intersection with United States Route 30 (U.S. Route 30) by constructing a grade separation over U.S. Route 30 and a grade separation over the railroad tracks of the Burlington Northern Santa Fe Railroad, and further extending Dauberman Road south to intersect with that part of Granart Road that is under the jurisdiction of Big Rock Township and in conjunction therewith constructing a pedestrian/bicycle path (hereinafter collectively the "Improvement") according to the approved plans and specifications therefor (hereinafter the "Plans"). Parts of the aforesaid Improvement are adjacent to and in the Big Rock Forest Preserve; and

WHEREAS, the District desires to plan for the future development and use of the Big Rock Forest Preserve for the benefit of the citizens of Kane County.

WHEREAS, the County and the District desire to co-operate amongst themselves in order to facilitate their respective statutory responsibilities and duties.

NOW, THEREFORE, in consideration of the foregoing preambles, the mutual covenants contained herein and for good and valuable consideration, the sufficiency of which is agreed to by the Parties, both the County and the District covenant, agree and bind themselves as follows, to wit:

1. The Parties agree that the preambles stated herein above are incorporated into and made a part of this Agreement.

2. The District agrees to grant and convey to the County and the County shall accept from the District a temporary construction easement, (hereinafter the “Temporary Construction Easement”), the area of which is legally described in Exhibit “A” which exhibit is attached hereto and incorporated herein. The real property legally described in Exhibit “A” is hereinafter referred to as the “Temporary Easement Premises”.
3. As consideration for the Temporary Construction Easement the County agrees, at its sole cost and expense, to design, lay out and construct a pedestrian/bicycle path in the Big Rock Forest Preserve on the Temporary Easement Premises in general conformance with the specifications as set forth in the Plans as contained in Exhibit “B” which is attached hereto and incorporated herein, (hereinafter the “Path”).
4. The District hereby warrants its fee simple ownership of the Temporary Easement Premises.
5. The County and the District agree that the Path shall be constructed at the time the Improvement is constructed.
6. Prior to construction, the County shall seek and incorporate the District’s input regarding Path design and configuration. The District agrees that its input shall not be unreasonable.
7. Closing and possession for the grant of Temporary Construction Easement shall be held at 1:00 p.m. on or before August 31, 2018. Said closing shall be at the offices of the County or as otherwise agreed to by the Parties. The closing and possession date is legally significant to both the County and the District. The Parties understand that when this Agreement is signed by both the County and the District, closing and possession may only be changed by mutual agreement of the Parties.
8. The County, at its sole cost, shall prepare a plat of survey for the Temporary Construction Easement Premises and shall also prepare for the signature of the District and the signature of the County, which will be executed by the District and the County at closing, in the same form and substance as set forth in Exhibit “C”, the Temporary Construction Easement Agreement and any other documents as required by the County, the District and the Internal Revenue Code. The County shall also be responsible for obtaining title commitments for the Temporary Easement Premises at the sole cost of the County.
9. The District agrees to leave the Temporary Easement Premises in a clean and orderly condition. All refuse and personal matter on the Temporary Easement Premises shall be removed at the District’s expense prior to the date of possession by the County.
10. The District represents that no notice has been received of any zoning, building, fire or health code violations, environmental regulation or of any pending special assessment proceedings affecting the Temporary Easement Premises.
11. Any and all notices given pursuant to this Agreement shall be in writing and signed by the

attorney for the District and the attorney for the County and shall be given by certified mail or in person at the addresses hereinbelow. Notice to any one of a multiple person Party shall be notice to all.

To the County:
Carl Schoedel, Director
41W011 Burlington Road
St. Charles, Illinois 60175

To the District:
Monica Meyers, Director
1996 South Kirk Road
Geneva, Illinois 60134

12. The date of this Contract shall be the last date of acceptance of this Agreement as provided herein below.
13. District hereby represents and warrants to the County as follows, which representations and warranties shall be deemed remade by District to County at the closing, and which shall survive the closing:
 - (a) To District's knowledge, there is no pending or threatened litigation affecting the Temporary Easement Premises or to the best knowledge and belief of District is any such litigation contemplated by any party;
 - (b) The District has received no notice of, and has no actual knowledge of, any change that is contemplated with respect to the zoning of the Temporary Easement Premises the availability of utility services to the Temporary Easement Premises violation of any existing law, municipal ordinance or other governmental regulation, contemplated or threatened condemnation, or any other matter which would affect the Right of Way;
 - (c) The District has the authority to execute and perform the terms of this Agreement; and,
 - (d) The District has not received notice of any violations of local, state or federal laws including environmental laws, rules or regulations concerning the Temporary Easement Premises.
14. From and after the date hereof and so long as this Agreement is in effect, the District shall not, without County's prior written consent, execute any lease, license, contract, easement or other agreement affecting the Temporary Easement Premises that will survive the Closing.
15. The District acknowledges that upon the completion of the Path, the County shall have no further interest in or responsibility therefor and the District agrees that the District shall maintain or cause to be maintained the Path. For purposes of this Agreement "maintain" shall mean keeping the Path in good and sufficient repair and appearance. Such maintenance may include the full responsibility for the reconstruction, removal, replacement of the Path or portions thereof when needed, including day to day pavement maintenance, pothole repair, debris removal etc. This provision shall survive the closing.
16. This Agreement may be amended only in writing upon the signatures of all the Parties.

17. This Agreement is executed and submitted by the District as of the date set forth below. A duplicate original of this Contract, duly executed by the District shall be delivered to the County not later than 5 business days from such date.
18. This Agreement shall be effective upon approval by the respective legislative bodies of the County and the District.
19. The Parties acknowledge and agree that in the event that any section, paragraph, subdivision or sentence of this Agreement shall be for any reason held invalid or to be unconstitutional, such decision or holding shall not affect the validity of the remainder of this Agreement.

IN WITNESS WHEREOF, the County of Kane has executed this Agreement as of the 10th day of July 2018 at Geneva, Illinois.

COUNTY OF KANE

BY: _____
Christopher Lauzen, County Board Chairman

ATTEST:

John A. Cunningham, County Clerk

IN WITNESS WHEREOF, the District has executed this Agreement as of the ____ day of July 2018 at Geneva, Illinois.

FOREST PRESERVE DISTRICT OF KANE COUNTY

BY: _____
Michael Kenyon, President

ATTEST:

Phil Lewis, Secretary

EXHIBIT LIST

EXHIBIT “A” Temporary Easement Premises Legal Description and Plat

EXHIBIT “B” Plans, Profile and Specifications for the Path

EXHIBIT “C” Temporary Easement Agreement

DRAFT

EXHIBIT "C"

TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement is made this ____ day of August 2018, between the FOREST PRESERVE DISTRICT OF KANE COUNTY, an Illinois downstate forest preserve district, located at 1996 South Kirk Road, Geneva, Illinois (hereinafter the "GRANTOR") and the County of Kane, 719 South Batavia Avenue, Geneva, Illinois acting by and through its Division of Transportation (hereinafter the "GRANTEE").

WHEREAS, GRANTEE has requested from GRANTOR a temporary construction easement for the purpose of designing, laying out, and constructing a public pedestrian/bicycle path including any and everything appurtenant thereto (hereinafter referred to as the "improvement"); and,

WHEREAS the GRANTOR has agreed to grant unto the GRANTEE a temporary construction easement for the purpose of the improvement.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the GRANTOR and the GRANTEE, it is mutually agreed as follows:

1. The GRANTOR does hereby grant and convey to GRANTEE, its successors and assigns, a temporary construction easement for the purpose of improvement; within the real property as shown and legally described on Exhibit No. 1 attached hereto and made a part hereof;

2. The GRANTOR, for itself and its successors and assigns, covenants and agrees that it shall not interfere with the lawful use of the real property described in Exhibit No. 1 by the GRANTEE, its successors and assigns, pursuant to the terms of this temporary construction easement.

3. The GRANTEE, for itself and its successors and assigns, covenants and agrees that the improvement shall include the following obligations of the GRANTEE:

- a) During construction, the GRANTEE shall fence and/or cover any excavation opening with protective cover at all times when construction personnel are

not present at the site of the improvement.

- b) GRANTEE and its contractor(s) will be responsible for safety measures to protect the public and the GRANTOR.
- c) GRANTEE shall construct the improvement in accordance with approved plans therefor.
- d) GRANTEE represents to the GRANTOR that prior to construction, all permits, licenses, authorizations and approvals required by all federal, state and local governmental agencies having jurisdiction over the work will be obtained.
- e) GRANTEE shall restore sod, plant material, trees, bicycle trail or other improvements (if any) damaged in constructing the improvement.
- f) GRANTEE shall restore the GRANTOR's property in accordance with the approved construction plan.
- g) GRANTEE will be fully responsible for the actions of its employees and agents while on the real property described in Exhibit 1.

4. GRANTEE hereby agrees to indemnify and save harmless the GRANTOR from and against any loss, damage or expense which the GRANTOR may suffer, incur or sustain or for which the GRANTOR may become legally liable arising or growing out of GRANTEE's activities and/or negligence and that of its contractors, agents and employees in designing, construction or maintaining the improvement.

5. GRANTOR makes no covenant, representation or warranty as to the suitability of the property for any purpose whatsoever or as to the physical condition of the property. GRANTEE acknowledges that portions of the property could have been, used for operations and for storage of products and by-products from those operations, some of which may be toxic or hazardous substances. As a result of such uses and activities, physical and other changes may have occurred in the property, including without limitation the disposition of solid and hazardous wastes and hazardous substances. GRANTEE acknowledges having inspected the property, having observed its physical characteristics and existing conditions, and having had the opportunity to conduct such investigation and study on and of said property as it deems necessary, and hereby waives any and all objections to or complaints about physical characteristics and existing conditions, including without limitation subsurface conditions and solid and hazardous wastes and hazardous substances on, under or related to the property. GRANTEE further acknowledges and agrees that the easements over the property are granted to and accepted by GRANTEE in its present condition "as is", and GRANTEE hereby assumes the risk that adverse physical characteristics and existing conditions may not have been revealed by its investigation.

6. The term of this temporary construction easement shall be for a period of five (5) years or upon completion of the construction of the improvement, whichever occurs first.

7. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto, their heir's successors and assigns.

GRANTOR:
KANE COUNTY FOREST
PRESERVE DISTRICT

By:

President

Attest:

Secretary

GRANTEE:
COUNTY OF KANE

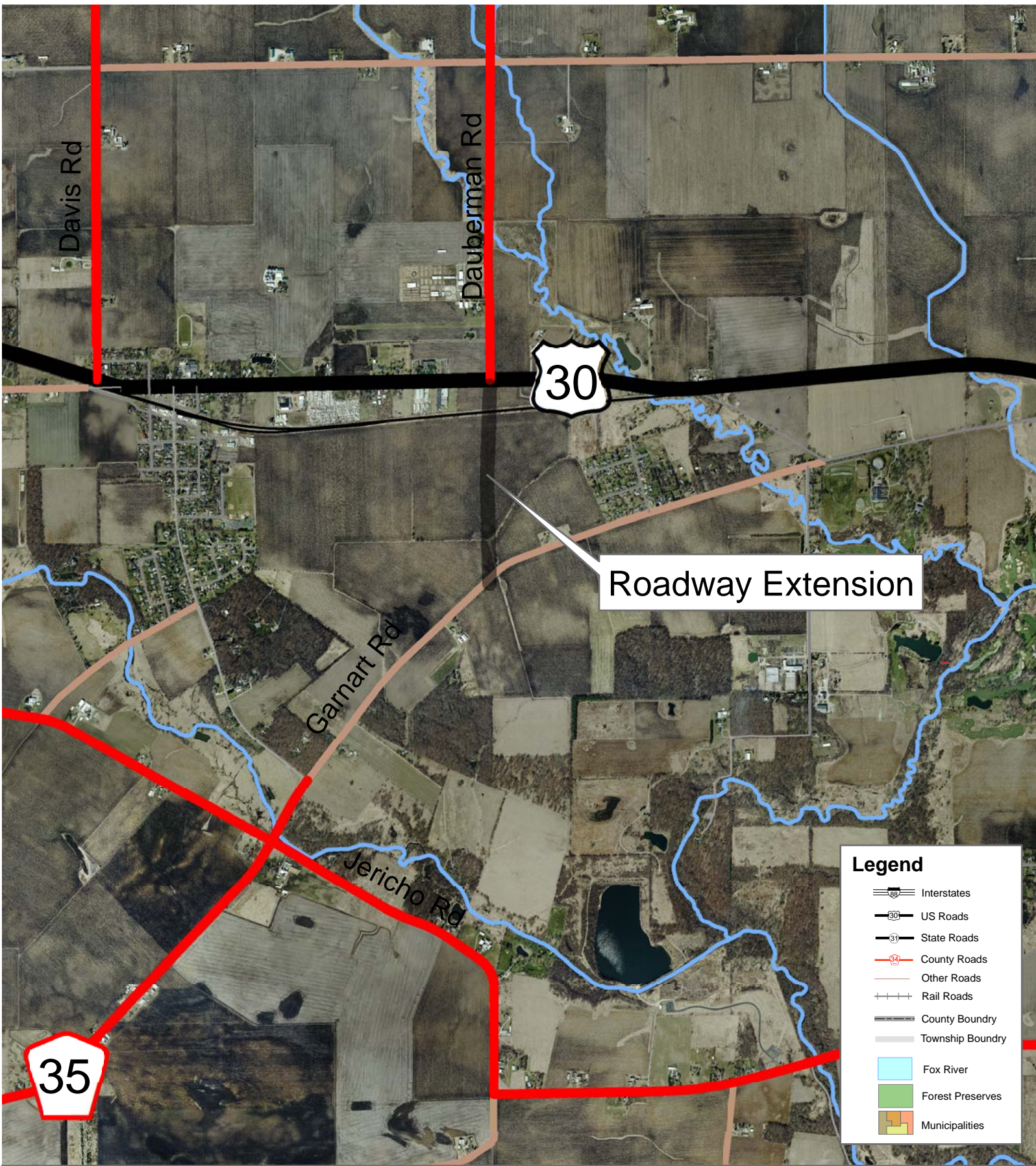
By:

Chairman
Kane County Board

Attest:

County Clerk

DRAFT



Roadway Extension

Legend

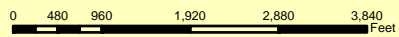
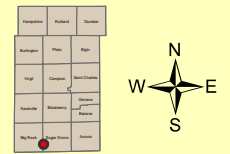
- Interstates
- US Roads
- State Roads
- County Roads
- Other Roads
- Rail Roads
- County Boundary
- Township Boundary
- Fox River
- Forest Preserves
- Municipalities

Section Number 15-00277-01-BR
Dauberman Road Extension

0 480 960 1,920 2,880 3,840 Feet



Section Number 15-00277-01-BR
 Dauberman Road Extension





RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving Contract for Construction with A. Lamp Concrete Contractors, Inc. of Schaumburg, Illinois for Kirk Road (IL Route 38 to IL Route 64) Concrete Patching Improvement, Kane County Section No. 18-00000-06-GM

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$129,659.50
If not budgeted, explain funding source: N/A	

Summary:

On July 5, 2018, 3 bids were opened at the Kane County Division of Transportation for the above-mentioned project to patch portions of the concrete pavement on Kirk Road between IL Route 38 and IL Route 64. The lowest qualified bid of \$129,659.50, by A. Lamp Concrete Contractors, Inc. of Schaumburg, was 14.40% above the engineer's estimate of \$113,340.00. This project is funded entirely with local funds. Staff recommends proceeding forward with this contract so that the concrete patching repairs can occur this year.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

APPROVING CONTRACT FOR CONSTRUCTION WITH A. LAMP CONCRETE CONTRACTORS, INC. OF SCHAUMBURG, ILLINOIS FOR KIRK ROAD (IL ROUTE 38 TO IL ROUTE 64) CONCRETE PATCHING IMPROVEMENT, KANE COUNTY SECTION NO. 18-00000-06-GM

WHEREAS, the Kane County Division of Transportation has solicited and received bids for the work and construction described as:

KANE COUNTY SECTION NO. 18-00000-06-GM
KIRK ROAD (IL ROUTE 38 TO IL ROUTE 64)
CONCRETE PATCHING IMPROVEMENT
KANE COUNTY SECTION NO. 18-00000-06-GM

WHEREAS, the lowest responsible bidder for the Project is:

A LAMP CONCRETE CONTRACTORS, INC. OF SCHAUMBURG, ILLINOIS
With a low bid of
\$129,659.50

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the contract for the Project described hereinabove shall be awarded to the lowest responsible bidder in the amount as indicated hereinabove and that the County Board Chairman is hereby authorized and directed to execute a contract and contractor's bond therefore.

BE IT FURTHER RESOLVED that there is hereby appropriated One Hundred Twenty Nine Thousand Six Hundred Fifty Nine Dollars and 50/100 (\$129,659.50) from Local Option Fund #304, Line Item #52020 (Repairs and Maintenance - Roads) to pay for the Project.

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
304.520.524.52020	Repairs and Maintenance - Roads	Yes	Yes	

Passed by the Kane County Board on August 14, 2018.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:

18-08 PCCPatching

July 5, 2018

Kane County Government Center
Purchasing Department, Building A
719 S. Batavia Avenue
Geneva, IL 60134

Re: Contract Disclosure
Kane County Code, art, II, Div. 3, Sec. 2-211
A Lamp Concrete Contractors, Inc.

To Whom it May Concern,

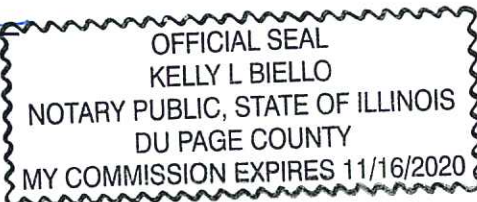
In compliance with the Kane County Code References above this letter will serve as our disclosure.

- A. Campaign contributions for the last 12 months
 - B. Individuals having more than 5% ownership of shares in the Company
 - C. Names and contact information of lobbyists, agents and representatives
 - D. A Statement under oath that we have not withheld any disclosures as to the economic interest
- Campaign Contributions: A Lamp Concrete Contractors, Inc has not made campaign contributions in the last 12 months.
 - Ownership interest in A Lamp Concrete Contractors, Inc.: There is one individual (Adele Lampignano, President) who holds 100% interest.
 - A Lamp Concrete Contractors does not have any lobbyist, agents, or representatives who are or would be having contact with Kane County Employees or Officials in relation to contracts or bids.
 - A Lamp Concrete Contractors, Inc. has not withheld nor reserved any information regarding economic interest in the firm as required by County Code for this disclosure.

Sincerely
Adele Lampignano
Adele Lampignano
President

Subscribed and Sworn before me this 5th day of July, 2018

Kelly L Biello
Notary Public



KANE COUNTY

DIVISION of TRANSPORTATION

Carl Schoedel, P.E.
Director of Transportation
County Engineer

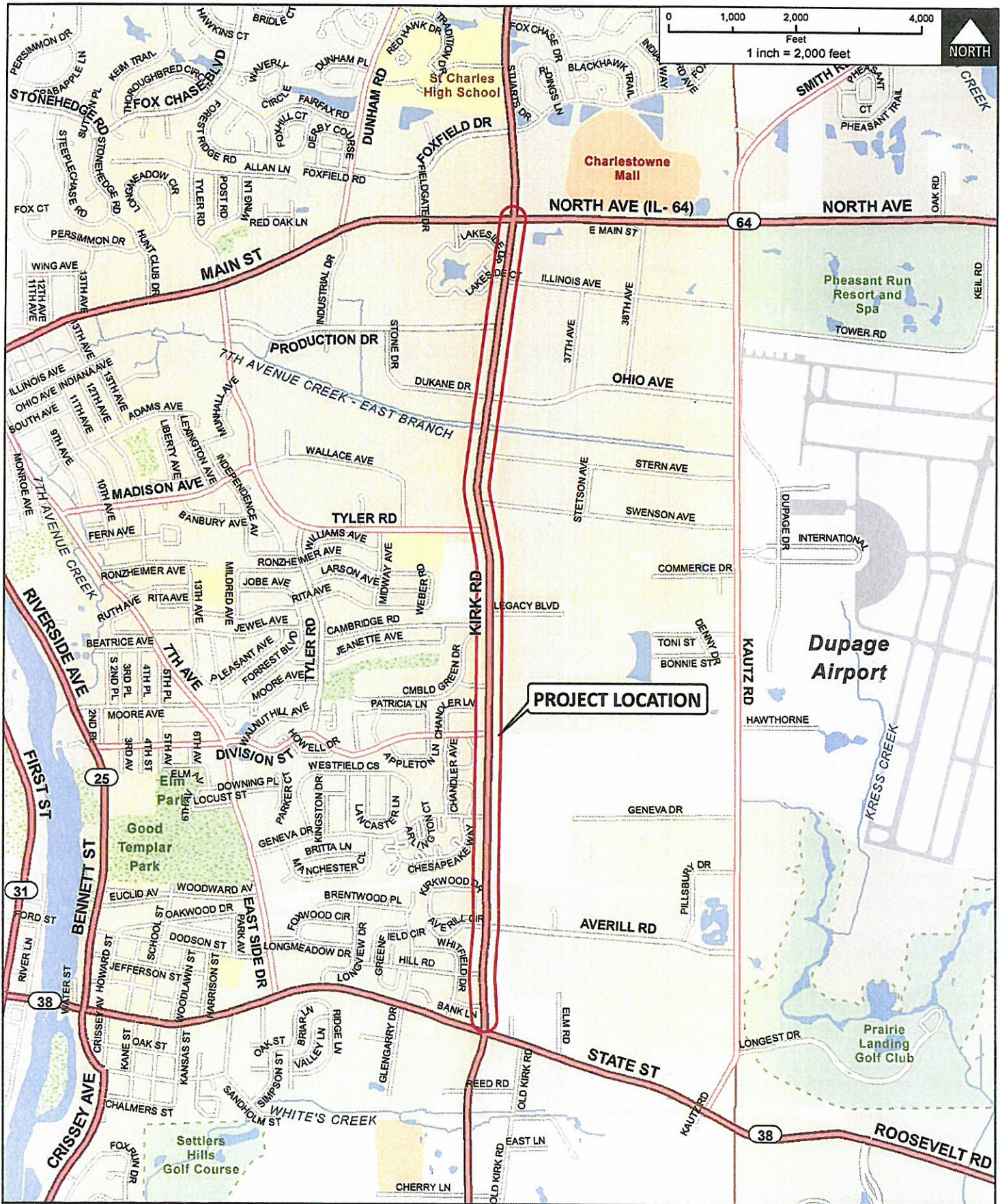
41W011 Burlington Road
St. Charles, IL 60175
Phone: (630) 584-1170
Fax: (630) 584-5265



JULY 5, 2018
BID OPENING

SECTION SEC. #18-00000-06-GM Non-MFT
2018 PCC PATCHING

<u>BIDDER</u>	<u>AS READ BID</u>
<u>TRIGGI CONSTRUCTION, INC.</u>	<u>\$154,985.00</u>
<u>ALLIANCE CONTRACTORS, INC.</u>	<u>\$184,575.00</u>
<u>A. LAMP CONC. CONTRACTORS, INC.</u>	<u>\$129,659.50</u>



I:\Kane County\150451.00014\GIS\Exhibits\Location Map.mxd

CLIENT:  **KANE COUNTY**

TITLE: **KIRK ROAD PROJECT LOCATION MAP**

PROJ. NO. 150451.00014
 DATE: 06/07/2018
 SHEET 1 OF 1
 DRAWING NO.

 **CHRISTOPHER B. BURKE ENGINEERING, LTD.**
 9575 W Higgins Road, Suite 600, Rosemont, Illinois 60018 • (847) 823-0500

DGN.	DRW.	SCALE:	1:24,000
CHKD.		AUTHOR:	DWALTERS
		PLOT DATE:	6/7/2018

EXH
 Packet Pg. 139



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving a Phase I/II Engineering Services Agreement with Crawford, Murphy and Tilly, Inc. of Aurora, Illinois for Peck Road at Bricher Road Intersection Improvements, Kane County Section No. 18-00495-00-CH

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$303,228.44
If not budgeted, explain funding source: N/A	

Summary:

The proposed work includes Phase I/Phase II Design Engineering services for improvements at the Peck Road at Bricher Road intersection. Services will include, but are not limited to, the following:

- Data Collection
- Field Surveys and Plats
- Modified Drainage Study
- Traffic/Alternative Analysis
- Intersection Design Study
- Conceptual Roadway Design
- Environmental Studies
- Geotechnical Investigations and Reports
- Plans, Specifications and Estimates

Staff completed the consultant selection process and has negotiated a locally funded contract with Crawford, Murphy and Tilly Inc. for Phase I/Phase II Design Engineering Services for an amount not to exceed \$303,228.44. Details regarding the selection process can be found on the KDOT website.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

APPROVING A PHASE I/II ENGINEERING SERVICES AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. OF AURORA, ILLINOIS FOR PECK ROAD AT BRICHER ROAD INTERSECTION IMPROVEMENTS, KANE COUNTY SECTION NO. 18-00495-00-CH

WHEREAS, Phase I and Phase II Engineering services are required for the proposed Kane County Highway No. 84, (Peck Road) at Bricher Road intersection improvement (herein referred to as the "Improvement"); and

WHEREAS, in order to accomplish the Improvement, it is necessary to retain the services of a professional engineering firm to provide Phase I and Phase II Engineering services therefor; and

WHEREAS, Crawford, Murphy and Tilly, Inc., 550 N. Commons Drive #116, Aurora, Illinois 60504 has experience and professional expertise in Phase I and Phase II Engineering and is willing to perform the required services for an amount not to exceed \$303,228.44 as set forth in the Phase I and Phase II Engineering services agreement (a copy of which is on file with the County Clerk's Office).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute a Phase I and Phase II Engineering services agreement with Crawford, Murphy and Tilly, Inc., for the Improvement.

BE IT FURTHER RESOLVED that the Kane County Board hereby appropriates the not to exceed sum of Three Hundred Three Thousand, Two Hundred Twenty-Eight Dollars and 44/100 (\$303,228.44) from Transportation Sales Tax Fund #305, Line Item #50140 (Engineering Services) to pay for said Phase I/II Engineering services for the Improvement.

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
305.520.527.50140	Engineering Services	Yes	Yes	

Passed by the Kane County Board on August 14, 2018.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:

18-08 PeckBricherPHI/IICMT

**AN AGREEMENT BETWEEN THE COUNTY OF KANE
AND CRAWFORD, MURPHY & TILLY INC.
PROFESSIONAL DESIGN ENGINEERING SERVICES
PECK ROAD AT BRICHER ROAD INTERSECTION IMPROVEMENT
KANE COUNTY SECTION NO. 18-00495-00-CH**

PURCHASE ORDER #2018-XXX

This Agreement made this 14th day of August 2018 between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY"), and, CRAWFORD, MURPHY & TILLY INC, a Delaware corporation authorized to do business in the State of Illinois and an Illinois licensed professional engineering firm with offices at 550 n. Commons Drive, Suite 116, Aurora, Illinois 60504 (hereinafter referred to as the "CONSULTANT"). The COUNTY and the CONSULTANT are sometimes hereinafter collectively referred to as the "PARTIES" and individually as a "PARTY".

WITNESSETH

WHEREAS, it is deemed to be in the best interest of the COUNTY and the motoring public to improve and maintain the various highways throughout Kane County; and,

WHEREAS, the COUNTY desires to improve the intersection of Kane County Highway No. 84, (Peck Road) and Bricher Road (hereinafter referred to as the "Project"); and

WHEREAS, in order to complete the Project it is necessary to retain the services of a professional engineering firm to perform professional Phase I and Phase II Design Engineering services for the Project; and,

WHEREAS, the CONSULTANT has experience and professional expertise in design engineering services and is willing to perform said services for the Project in an amount not to exceed Three Hundred and Three Thousand Two Hundred Twenty-Eight Dollars and Forty-Four Cents (\$303,228.44); and

WHEREAS, the COUNTY has determined that it is in the COUNTY'S best interest to enter into this Agreement with the CONSULTANT.

NOW, THEREFORE, in consideration of the above stated preambles, the mutual covenants and agreements herein set forth, the PARTIES do hereby mutually covenant, promise, agree and bind themselves as follows:

1.0 INCORPORATION

- 1.1 All of the preambles set forth hereinabove are incorporated into and made part of this Agreement.

2.0 SCOPE OF SERVICES

2.1 Services for the Project are to be provided by the CONSULTANT according to the specifications set forth in Exhibit "A" which is attached hereto and incorporated herein. The services are sometimes hereinafter also referred to as the "work".

3.0 NOTICE TO PROCEED

3.1 Authorization to proceed with the work described and as otherwise set forth in Exhibit "A" shall be given on behalf of the COUNTY by the Kane County Engineer, in the form of a written notice to proceed (hereinafter "Notice to Proceed"), following execution of this Agreement by the County Board Chairman of the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

4.1 The prior written approval of the Kane County Engineer shall be required before any technical sub-consultants are hired by the CONSULTANT to perform any of the work.

4.2 Any such sub-consultants shall be hired and supervised by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultants in the same manner and with the same liability as if performed by the CONSULTANT.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work on the Project as directed in the Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed prior to the date of the Notice to Proceed or after termination of this Agreement.

5.2 Within ten (10) days after the Notice to Proceed is mailed or otherwise transmitted to the CONSULTANT, the CONSULTANT shall submit a schedule for completion of the Project. The schedule is subject to approval by the County Engineer.

6.0 COMPENSATION

6.1 The COUNTY shall only pay the CONSULTANT for work performed and shall pay only in accordance with the provisions of this Agreement.

6.2 For work performed, the COUNTY shall pay the CONSULTANT based upon the hourly rates set forth in Exhibit "B", which is attached hereto and incorporated herein and which rates include overhead and profit.

- 6.3 For direct expenses, the COUNTY shall pay the CONSULTANT for supplies and materials required for the completion of all work defined in the exhibit(s) attached hereto.
- 6.4 For direct expenses, the CONSULTANT shall include copies of receipts from suppliers for expendable materials with its invoice to the COUNTY. Computer charges will not be allowed as direct expenses.
- 6.5 Within 45 days of receipt, review and approval of properly documented invoices, the COUNTY shall pay or cause to be paid to the CONSULTANT partial payments of the compensation specified in this Agreement. Payment will be made in the amount of sums earned less previous partial payments. However, the COUNTY reserves the right to hold back a sum equal to five percent (5%) of the total contract sum to ensure performance satisfactory to the Kane County Engineer.
- 6.6 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not exceed Three Hundred and Three Thousand Two Hundred Twenty-Eight Dollars and Forty-Four Cents (\$303,228.44).
- 6.7 For payments due the Consultant by the COUNTY, the CONSULTANT shall use the COUNTY'S Automatic Clearing House (ACH) payment program. The Consultant shall complete the ACH vendor agreement provided at the following link:

http://web.kane/purchasing/New_Vendor_Packet_REQUIRED.pdf.

7.0 DELIVERABLES.

- 7.1 The CONSULTANT shall provide the COUNTY, prior to the termination of this Agreement, or at such time as the Kane County Engineer directs, any required deliverables related to work performed under this Agreement.
- 7.2 Upon receipt, review and acceptance of all deliverables by the COUNTY (if required), final payment will be made to the CONSULTANT by the COUNTY.

8.0 CONSULTANT'S INSURANCE

- 8.1 The CONSULTANT and any sub-consultants shall, during the term of this Agreement and as may be required thereafter, maintain, at its sole expense, insurance coverage including:
 - A. Worker's Compensation Insurance in the statutory amounts.
 - B. Employer's Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) each accident/injury and Five Hundred Thousand Dollars (\$500,000) each employee/disease.

- C. Commercial General Liability Insurance, (including contractual liability) with limits of not less than Two Million Dollars (\$2,000,000) per occurrence bodily injury/property damage combined single limit; Two Million Dollars (\$2,000,000) excess liability coverage in the aggregate for injury/property damage combined single limit and Two Million Dollars (\$2,000,000) in the aggregate for products-completed operations.
- D. Commercial Automobile Liability Insurance with minimum limits of at least One Million Dollars (\$1,000,000) for any one person and One Million Dollars (\$1,000,000) for any one occurrence of bodily injury or property damage.
- E. Professional Errors and Omissions Insurance with a minimum limit of Two Million Dollars (\$2,000,000).

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S certificates of insurance before issuance of the Notice to Proceed. The certificate(s) of insurance shall indicate the County of Kane as the Certificate Holder and shall also indicate the Section Number set forth in the title to this Agreement. The CONSULTANT shall provide the COUNTY and maintain a certificate of insurance for its General Liability Policy which certificate shall include the COUNTY as additional named insured. The additional named insured endorsement included on the CONSULTANT'S Commercial General Liability policy will provide the following:

- A. That the coverage afforded the additional named insured will be primary insurance for the additional named insured with respect to claims arising out of operations performed by or on behalf of the CONSULTANT;
- B. That if the additional named insured has other insurance which is applicable to the loss, such other insurance will be only on an excess or contingent basis;
- C. That the amount of the CONSULTANT'S liability under the insurance policy will not be reduced by the existence of such other insurance; and,
- D. That the certificate of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, nor renewal refused until at least thirty (30) days prior written notice has been given to COUNTY.

The insurance required to be purchased and maintained by CONSULTANT shall be provided by an insurance company acceptable to the County with an AM Best rating of A- or better, and licensed to do business in the State of Illinois; and shall include at least the specified coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater. In no event shall any failure of the COUNTY to receive policies or certificates of

insurance or to demand receipt of the same be construed as a waiver of the CONSULTANT'S obligation to obtain and keep in force the required insurance.

9.0 INDEMNIFICATION.

- 9.1 To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the COUNTY, and its officials, directors, officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including but not limited to court costs and reasonable attorney's fees, arising out of or resulting from performance of the work, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property but only to the extent caused in whole or in part by negligent acts or omissions of the CONSULTANT, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, excluding any proportionate amount of any claim, damage, loss or expense which is caused by the negligence of the COUNTY. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity, which would otherwise exist as to a PARTY or person described in this paragraph. In claims against the COUNTY and its officials, directors, officers, agents, and employees by an employee of the CONSULTANT, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or a sub-consultant under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents, and employees, from defending through the selection and use of their own agents, attorneys and experts, to defend any claims, actions or suits brought against them.
- 9.3 If any errors, omissions, intentional or negligent acts are made by the CONSULTANT or sub-consultant in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY.
- 9.4 Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for the quality of the work, nor of the CONSULTANT'S liability for loss or damage to property or persons resulting therefrom.

10.0 SATISFACTORY PERFORMANCE.

- 10.1 The CONSULTANT'S and sub-consultant's standard of performance under the terms of this Agreement shall be that which is to the satisfaction of the COUNTY

and meets the quality and standards commonly accepted in the industry in the Chicago Metropolitan area.

11.0 CONFLICT OF INTEREST.

11.1 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this Agreement.

11.2 The CONSULTANT, by its signature on this Agreement, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Purchasing Act; and further certifies that it has not been barred from contracting with a unit of State or Local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, 1992, Chapter 720, paragraph 5/33E-3).

12.0 OWNERSHIP OF DOCUMENTS.

12.1 The CONSULTANT agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, written and electronic correspondence, and computations prepared by the CONSULTANT under the terms of this Agreement shall be properly arranged, indexed and delivered to the COUNTY within ninety (90) days of written request therefor.

12.2 The documents and materials made or maintained under this Agreement shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this Agreement.

13.0 COMPLIANCE WITH STATE AND OTHER LAWS – PREVAILING WAGE ACT.

13.1 The CONSULTANT and sub-consultants will comply with all State, Federal and Local statutes, ordinances and regulations; and will obtain all permits as are applicable.

13.2 The CONSULTANT and any sub-consultants shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice.

13.3 The CONSULTANT and any sub-consultant(s) shall comply with all applicable State and Federal Prevailing Rate of Wage Laws, and shall take all steps necessary to remain in compliance therewith. (See Exhibit "C").

13.4 The CONSULTANT and any sub-consultant(s) shall comply with the Kane County Ethics Ordinance (Article II, Division 3, Section 2-211).

14.0 MODIFICATION OR AMENDMENT

14.1 The terms of this Agreement may only be modified or amended by a written document duly executed by both PARTIES.

15.0 TERM OF THIS AGREEMENT.

15.1 The term of this Agreement shall begin on the date this Agreement is fully executed and shall continue in full force and effect until the earlier of the following occurs:

A. The PARTY'S termination of this Agreement in accordance with the terms of Section 16.0; or

B. June 30, 2021.

15.2 In the event the required time is exceeded and/or anticipated personnel requirements are not adequate and remaining funds are not sufficient to complete the Project, adjustments in total compensation to the CONSULTANT may be determined through negotiation between the COUNTY and the CONSULTANT. The COUNTY shall however, have no obligation to agree to any such adjustment.

15.3 The date of the first calendar day for this Agreement shall be the date of receipt of the Notice to Proceed by the CONSULTANT from the COUNTY. In the event the Project work is suspended as recorded on the "Report of Starting and Completion Date," the calendar days for this Agreement will also be suspended for a like amount of time.

16.0 TERMINATION ON WRITTEN NOTICE.

16.1 Except as otherwise set forth in this Agreement, the CONSULTANT shall have the right to terminate this Agreement for cause upon serving sixty (60) days written notice upon the COUNTY.

16.2 The COUNTY may terminate this Agreement at any time upon written notice to the CONSULTANT.

16.3 Upon termination of this Agreement, the obligations of the PARTIES shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Notwithstanding anything in this Agreement to the contrary however, the obligations of the CONSULTANT to indemnify and hold harmless the COUNTY as provided for in Section 9.0 of the Agreement shall survive the termination of this Agreement.

16.4 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, as a result of this AGREEMENT shall become the property of the COUNTY.

17.0 ENTIRE AGREEMENT.

17.1 This AGREEMENT contains the entire Agreement, understandings and covenants between the PARTIES.

17.2 There are no other covenants, promises, conditions or understandings, either oral or written, other than those contained herein.

18.0 NON-ASSIGNMENT.

18.1 This Agreement shall not be assigned by either PARTY without prior written approval by the other PARTY requesting the assignment.

19.0 SEVERABILITY.

19.1 In the event any provision of this Agreement is held to be unenforceable for any reason, the enforceability thereof shall not affect the remainder of the Agreement, which will remain in full force and effect and enforceability in accordance with its terms.

20.0 GOVERNING LAW.

20.1 This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

20.2 Venue for any dispute arising hereunder shall be in the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois.

21.0 NOTICE.

Any required notice shall be sent to the following addresses and party:

KANE COUNTY DIVISION OF TRANSPORTATION
41W011 Burlington Road
Saint Charles, Illinois 60175
Attn.: Carl Schoedel, P.E., Kane County Engineer

CRAWFORD, MURPHY & TILLY INC.
550 N. Commons Drive, Suite 116
Aurora, IL 60504
Attn.: Kevin Nelson, P.E., Vice President

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

COUNTY OF KANE

CRAWFORD, MURPHY & TILLY INC.

CHRISTOPHER J. LAUZEN
CHAIRMAN, KANE COUNTY BOARD

LOUIS DIXON, PE
SENIOR VICE PRESIDENT

ATTEST:

ATTEST:

JOHN A. CUNNINGHAM
KANE COUNTY CLERK

KEVIN NELSON, PE
VICE PRESIDENT

(seal)

EXHIBIT "C"

PREVAILING WAGE RATES

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

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

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

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

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

Crawford, Murphy and Tilly Inc.
Company Name

Signature of Officer of Company

Title

Date

EXHIBIT “A”

CMT Scope of Services

EXHIBIT "A": SCOPE OF WORK

**Kane County Division of Transportation
Project Scope Description to Provide
Phase I (Preliminary) and Phase II (Design) Engineering Services for
Peck Road at Bricher Road Intersection Improvements
Section Number: 18-00495-00-CH**

General Project Information

A. This project is anticipated to begin August 2018 and be completed in May 2019.

B. Roadway limits:

Bricher Road (1000'):	1000' x 1 - East of Peck Road (Includes West Access Drive)
Peck Road (2700'):	2000' x 1 - North of Bricher Road
	<u>700' x 1</u> - South of Bricher Road

Total Length: 3,700'

C. The Phase I Scope of Services generally include: Topographical surveys, Drainage Technical Memorandum, Geometric Analysis, Traffic Counts, Traffic Analysis (Capacity), Crash Analysis, Environmental Studies, Geotechnical Investigations and Coordination with Multiple Agencies.

D. This Phase II Scope of Services include: Two plan submittals. Pre-Final Plans (90%) and Final Plans (100%). Both submittals include specifications, cost estimate, and estimate of time.

E. The scope was developed assuming that the project will be 100% locally funded. It assumes Federal Funds are not included and that we will not need to follow the Federal Process. A Phase I study report will not be prepared and submitted. An Alternative Analysis Report will be provided in place of Project Development Report.

F. Scope includes Right-of-way Plats, Permanent Easement Plats and Temporary Easement Plats as part of this project. Legal efforts, property appraisals and negotiations are also a part of this project scope.

G. Scope assumes that a Drainage Technical Memorandum will be prepared. A full Location Drainage Study is not included in scope.

H. Intersection Type:

- To be determined as part of alternative analysis (scope sheet count and manhours will assume roundabout due to the number of sheets required to convey design intent)

PRELIMINARY INDEX OF SHEETS (Assumes Roundabout)

OF SHEETS

Cover Sheet	1
General Notes & Commitments	1
Summary of Quantities	3
Schedule of Quantities	3
Alignment, Ties, and Benchmarks	3
Typical Sections	2
Construction Staging and Maintenance of Traffic (Assumes Detour)	8
Removal Plans	4
Proposed Roadway Plan	6
Proposed Roadway Profile	6
Proposed Roundabout Details	4
Proposed Drainage Plan	6
Proposed Drainage Profile	6
Drainage Schedules	3
Intersection Grading Plan (Includes ADA Ramps Details)	3
Erosion and Sediment Control (Including SWPPP Sheets)	6
Pavement Marking, Signing and Landscaping Plans	6
Lighting Plans (Required for roundabout only)	8
Miscellaneous Details	1
Right-of-Way Plats	3
Cross Sections	26
Total Sheets	109

Phase I Engineering - Detailed Scope of Services

1. Data Collection

- a. Obtain, Review, Inventory, and Incorporate into base data the following information:
- 1) Available record drawings, plans, utility atlases, crash information, GIS data and other available documents related to the project (to be obtained from KDOT).
 - 2) Existing utility information (electric, natural gas, gas pipelines, transmission lines, telecommunication, cable TV, water, sewer).
 - 3) Review establish survey datum and ground control
 - 4) Obtain/Review 5 years of recent/available crash data (to be provided by KDOT, City of Geneva, City of St. Charles)
 - 5) Property Ownership / Tax maps
 - 6) Soil Conservation Service Maps
 - 7) U.S.G.S. Maps
 - 8) NWI maps
 - 9) Obtain School Bus Route Information
 - 10) Traffic Counts: (Vehicle and Ped/Bike)
 - a) Peak Hour (AM/PM) Mid-Week Locations (During school year):
 - Peck Road/Bricher Road
 - Peck Road/Ridge Pointe Drive
 - Bricher Road/Ridge Point Drive
 - Peck Road/School District/IDOT Maintenance Yard Access Drive
 - b) Peak Hour Saturday Locations:
 - Peck Road at Bricher Road
 - Peck Road/School District/Sports Field Access Drive
- Traffic & Pedestrian/Bicyclist Counts (includes turn movements and vehicle classification) at the following intersections:
- b) Peak Hour Saturday Locations:
 - Peck Road at Bricher Road
 - Peck Road/School District/Sports Field Access Drive
- b. Establish preliminary existing R.O.W. line work.
- c. Project Site Visit (2 Total) by Project Manager and Project Engineer

2. Field Surveys and Plats

- a. The survey work associated with the data collection, download and creation of DTM is submitted as **Attachment "A"** and will be performed by Claassen, White & Associates, Inc. The approximate survey area will cover the roadway limits detailed below and will include 20' outside of ROW:
- Bricher Road (1000'): 1000' - East of Peck Road
Peck Road (1700'): 1000' - North of Bricher Road
700' - South of Bricher Road
- b. Right-of-Way Plat Preparation (Assumes 2 Plats/Legals)
- ROW Plats and Legal (If required) scope is submitted as **Attachment "A"** and will be performed by Claassen, White & Associates, Inc.
 - Appraisals and Negotiations will be performed by our subconsultant **Santacruz Land Acquisitions**. A detailed scope of services and hours is included as **Attachment "B"**.
- c. Subconsultant coordination

3. Modified Drainage Study

- a. Existing Drainage System
 - 1) Identify Drainage Problems
- b. Proposed Drainage System for Roadway
 - 1) Review and establish design criteria
 - 2) Storm Water Detention / Retention Analysis
 - a) Determine if detention is required for project
 - b) Determine required detention volume if necessary
 - 3) Develop Proposed Drainage Plans
 - a) Identify existing storm sewers to be maintained
 - b) Preliminary design of proposed storm sewers (inlet spacing and storm sewer routing).
- c. Exhibits
 - 1) General Location Drainage Map
 - 2) Existing Drainage Plan
 - 3) Proposed Concept Drainage Plan
- d. Final Drainage Memo
 - 1) Prepare and submit preliminary drainage plan memorandum for review and approval by KDOT.

4. Traffic/Alternative Analysis

- a. Traffic Projections and Assignment to the Intersection. Obtain 2040 traffic projections from CMAP. Develop the 2040 Design Hourly Volumes.
- b. Crash Analysis for Existing and Proposed Intersection. Special Attention will be paid to any traffic accidents involving pedestrians or bicyclists.
 - 1) Existing Crash Map
 - 2) Existing Collision Diagrams
 - 3) Existing Crash Frequency for Existing Intersection
 - 4) Expected Crash Frequency for Existing and Proposed Intersection
 - 5) Summary Table of Expected Crashes for both alternatives/scenarios
 - 6) Roadway lighting warrant analysis
- c. Signal/Stop Warrant Analysis and Capacity Analysis for Existing and Future 2040 traffic projections (including intersections and segments). (Analysis shall include the following intersection: Peck Road/Bricher Road, Peck Road/Ridge Pointe Drive, Peck Road/James O Breen-Bus Yard-IDOT Maintenance Yard)
 - 1) Level of Service
 - 2) Evaluation of various intersection controls
 - 3) Recommendations for lane configuration at intersection.
 - 4) Summary Table to evaluate all alternatives.
- d. Alternative Analysis
 - 1) Intersection Analysis
 - a) Perform intersection control analysis

- 2) Evaluate proposed intersection alternatives (4-way stop, signalized, roundabout)
 - a) Evaluate intersection alternatives to determine safest and most efficient solution.
 - b) Determine efficiency (LOS), safety, cost, environmental impacts, R.O.W. impacts, utility impacts, pedestrian/bike accommodations and construction staging comparison between the alternatives.
 - c) Provide technical report with findings and recommendations

5. Conceptual Roadway Design
 - a. Establish project design criteria and standards
 - b. Review the geometrics of the existing Peck Road/Bricher Road intersection and identify deficiencies.
 - c. Determine geometric and location requirements for bike path/pedestrian facilities crossing.
 - d. Prepare existing and proposed alternative typical cross-sections for review by the County.
 - e. Conduct vertical and horizontal sight distance analysis for existing and proposed intersection alternative.
 - f. Develop proposed pavement design based on geotechnical report.
 - g. Develop conceptual Maintenance of Traffic/Construction Staging Plan

6. Environmental Studies: Environmental Scope is submitted as **Attachment “C”** and will be performed by Huff & Huff, Inc.
 - a. Subconsultant coordination and meetings (assume 2 meetings)
 - b. Review environmental reports and permits. Huff & Huff, Inc will provide a PDF copy of final report.

7. Geotechnical Investigations and Reports: Geotechnical Scope is submitted as **Attachment “D”** and will be performed by Chicago Testing Laboratory, Inc.
 - a. Subconsultant coordination and meetings (assume 1 meeting)
 - b. Provide sketches to subconsultant for boring and coring layout program
 - c. Provide elevation information for boring logs
 - d. Review/analyze available soils surveys for roadway pavement design

Phase II Engineering - Detailed Scope of Services

8. Plans, Specs & Quantities: A detailed breakdown of proposed plan sheet count (based on roundabout design) is presented on page 2 of this scope. Plan sheets will meet the requirement of both IDOT and KDOT. The following is a general description of sheet layout and content that will be presented.
 - a. Plan Preparation
 - 1) Cover Sheet
 - 2) General Notes & Commitments
 - 3) Mixture Requirements & Highway Standards
 - 4) Summary of Quantities – Listing of all pay items
 - 5) Schedule of Quantities – Sheets will include select quantity calculation schedules for the following items:
 - a) Earthwork
 - b) Paving
 - c) Removals
 - d) Storm sewer pipe, drainage structures & culverts

- e) Traffic Signals (If required and shown on traffic signal plans)
- f) Street Lighting (If required and shown on roundabout/intersection sheets)
- 6) Typical Sections – Existing and proposed sections will be prepared for both Peck Road and Bricher Road.
- 7) Alignment Ties and Benchmarks (1" = 100') – Plan sheets will be prepared to show the centerline break points and curve information, horizontal control points and vertical benchmarks. The design coordinates for each point will be provided along with station and offsets. Field survey swing ties and control points will also be included for re-establishing any lost or obliterated points.
- 8) Construction Staging and Maintenance of Traffic Control (Double Pane - 1" = 50') – Staging and MOT sheets for the selected alternative
 - a) A key map plan sheet showing the overall staging section shall be prepared.
 - b) Typical sections will be created to show stage construction details, including pavement widening/new construction and traffic/lane configurations.
 - c) Plan sheets will be developed at the same scale as the plan and profile sheets to show interim connections and drainage work required to construct the project in stages while maintaining traffic.
 - d) Plan and profile sheets along with any associated cross section sheets will be created for temporary crossovers or connections required to shift traffic to and from existing and proposed pavement.
 - e) Detour plan will be discussed if a roundabout intersection is selected
- 9) Removal Plan (Double Pane - 1" = 20')
- 10) Roadway Plan and Profile (1" = 20')
- 11) Drainage Plan and Profile (1" = 20')
- 12) Drainage Tables
- 13) Erosion and Sediment Control Plans (Double Pane - 1" = 20')
- 14) Intersection Details – Detailed plans will be prepared for selected intersection alternative. Detailed ADA ramp exhibits included in manhours per sheet.
- 15) Traffic Signal Plans (If required) – A signal layout and cable diagram sheet will also be included.
- 16) Pavement Marking Plans, Landscaping Plans and Signing Plans – (Double Pane – 1" = 20').
- 17) Lighting Plans (If required) (1" = 50'): Photometric calculations are included in the scope of services. (Roundabout Only)
- 18) Miscellaneous Details – Details will be prepared for items not covered by IDOT or KDOT.
- 19) Right-of-ways Plats: Plats will be inserted into the plans for reference purposes.
- 20) Cross Sections:
 - a) Cross sections will be prepared every 50 feet, driveways or other special locations.
 - b) Cross sections shall also include the following information:
 - Existing and proposed right-of-way limits.
 - Proposed profile elevation.
 - Proposed ditch elevations.
 - Existing utility information.
 - Limits of stage construction.
 - Excavation and embankment by construction stage.
 - Limits of topsoil excavation and placement.
 - Removal limits of unsuitable material.
 - Sub base, shoulder and pavement structures.

b. Specifications

- 1) Prefinal specifications for roadway items

- 2) Final specifications for roadway items
 - c. Quantities - Computations for all pay items.
 - 1) Prefinal quantities for roadway items
 - 2) Final quantities for roadway items
 - d. An estimate of time will be prepared for the primary pay items and the anticipated construction staging method. (Prefinal and final plan submittal)
 - e. An engineer's estimate of probable cost will be prepared in unit price format for all proposed pay items. (Prefinal and final submittals)
9. Construction Phase Services
- a. Attend pre-bid meeting
 - b. Attend pre-construction meeting
 - c. Respond to Request of Information (RFI's)
 - d. Shop drawing reviews of signal equipment (If required)

Project Management – Detailed Scope of Services

10. Meetings and Coordination

- a. Meetings with following stakeholders: (2 people per meeting @ 3 hours per meeting)
 - Kane County Judicial Center (2 meetings)
 - Community Unit School District 303 Transportation Yard (1 meeting)
 - Breen Park South Soccer Fields - St. Charles Park District (1 meeting)
 - Community Gardens at Prairie Green - Forest Preserve of Kane County (2 meetings)
 - City of Geneva (2 meetings)
 - Geneva Park District (south of Community Gardens) (1 meeting)
 - City of St. Charles (2 meeting)
 - HOA – Ryan Homes at Prairie Ridge (1 meeting)
 - IDOT Maintenance yard (1 meeting)
 - KDOT (4 meetings)
 - Fire Districts (1 meetings)
- b. Preparation time prior to meetings (Total of 18 meetings)
- c. Prepare Meeting Minutes (Total of 18 meetings)
- d. Coordination with the following stakeholders:
 - Kane County Judicial Center
 - Community Unit School District 303 Transportation Yard
 - Breen Park South Soccer Fields - St. Charles Park District
 - Community Gardens at Prairie Green - Forest Preserve of Kane County
 - City of Geneva
 - Geneva Park District
 - City of St. Charles
 - HOA – Ryan Homes at Prairie Ridge
 - IDOT Maintenance yard
 - KDOT
 - Fire Districts
 - Utility companies

11. Project Administration

- a. Project Setup
 - 1) Project Manual for team members

- 2) File Management (electronic and design binders)
 - 3) Accounting and Monthly Billings
 - 4) Project close-out
- b. Project Management
- 1) Scope of Work reviews
 - 2) Create and maintain progress schedule
 - 3) Budget control
 - 4) Resource planning
 - 5) Project team meetings
 - 6) Prepare progress reports
- c. Quality Assurance
- 1) Prepare and maintain Quality Assurance Plan
 - 2) Quality Assurance Reviews
 - 3) Constructability Reviews

EXHIBIT “B”

CMT Cost Estimate of Consultant Services (CECS)

"Exhibit B"

Route: Peck Road/Bricher Road Intersection Project - Phase I/II

Local Agency: Kane County

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]

*Firm's **approved rates** on file with DOT'S Bureau of Accounting and Auditing:
 Overhead Rate (OH) 172.42%
 Complexity Factor '®' 0.00
 Calendar Days 304

Cost Estimate of Consultant's Services in Dollars

Element of Work	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by others	In-House Direct Costs (IHDC)	Profit	Total	% of Grand Total	
Phase I Engineering Tasks										
1	Data Collection	74.0	\$33.47	\$2,476.56	\$4,270.08	\$0.00	\$156.96	\$1,001.02	\$7,904.63	2.61%
2	Field Surveys and Plats	8.0	\$38.21	\$305.72	\$527.12	\$29,223.00	\$0.00	\$120.76	\$30,176.60	9.95%
3	Modified Drainage Study	60.0	\$36.13	\$2,167.74	\$3,737.61	\$0.00	\$100.00	\$870.78	\$6,876.12	2.27%
4	Traffic Analysis	152.0	\$35.05	\$5,327.09	\$9,184.96	\$0.00	\$0.00	\$2,104.25	\$16,616.29	5.48%
5	Conceptual Roadway Design	68.0	\$35.28	\$2,399.38	\$4,137.01	\$0.00	\$0.00	\$947.78	\$7,484.16	2.47%
6	Environmental Studies	14.0	\$35.90	\$502.65	\$866.67	\$26,973.22	\$0.00	\$198.55	\$28,541.09	9.41%
7	Geotechnical Investigations	14.0	\$35.90	\$502.65	\$866.67	\$12,616.99	\$0.00	\$198.55	\$14,184.86	4.68%
Phase II Engineering Tasks										
8	Plans, Specs & Quantities	1290.0	\$35.88	\$46,283.19	\$79,801.47	\$0.00	\$518.40	\$18,357.44	\$144,960.50	47.81%
9	Construction Phase Services	16.0	\$34.17	\$546.72	\$942.65	\$0.00	\$0.00	\$215.96	\$1,705.33	0.56%
Project Management Tasks										
10	Meetings and Coordination	190.0	\$39.79	\$7,560.13	\$13,035.17	\$0.00	\$379.32	\$3,041.32	\$24,015.93	7.92%
11	Project Administration	140.0	\$47.55	\$6,656.47	\$11,477.09	\$0.00	\$0.00	\$2,629.37	\$20,762.93	6.85%
Totals		2026.0	\$36.88	\$74,728.28	\$128,846.50	\$68,813.21	\$1,154.68	\$29,685.77	\$303,228.44	100.00%

Peck Road/Bricher Road Intersection Project - Phase I/II
Kane County
Man Hour Estimate for Consulting Services (Total Project)
Crawford, Murphy, and Tilly, Inc.
Summary of Man Hours

Item	CMT Total Hours
1 Data Collection	74.0
2 Field Surveys and Plats	8.0
3 Modified Drainage Study	60.0
4 Traffic Analysis	152.0
5 Conceptual Roadway Design	68.0
6 Environmental Studies	14.0
7 Geotechnical Investigations	14.0
8 Plans, Specs & Quantities	1,290.0
9 Construction Phase Services	16.0
10 Meetings and Coordination	190.0
11 Project Administration	140.0
Total Project Hours:	2,026.0

1 Data Collection	Hours
1-a Data Collection (Includes Traffic Counts)	62
1-b Establish existing R.O.W. (Phase I Preliminary)	8
1-c Project Site Visit	4
Sub - total	74
2 Field Surveys and Plats	
2-a Set-up and Topo (Refer to Detailed Subconsultant Scope)	0
2-b Right-of-Way Plats and Legals (Refer to Detailed Subconsultant Scope)	0
2-c Subconsultant Coordination	8
Sub - total	8
3 Modified Drainage Study	
3-a Existing Drainage System	24
3-b Proposed Drainage System	20
3-c Exhibits	12
3-d Final Drainage Memo	4
Sub - total	60
4 Traffic Analysis	
4-a Traffic Projections	6
4-b Crash Analysis	16
4-c Capacity Analysis	40
4-d Alternative Analysis	90
Sub - total	152

**Peck Road/Bricher Road Intersection Project - Phase I/II
Kane County**

Man Hour Estimate for Consulting Services (Total Project)

Crawford, Murphy, and Tilly, Inc.

5 Conceptual Roadway Design

5-a	Establish Design Criteria	4
5-b	Review Geometrics of Existing Peck Road and Bricher Road	6
5-c	Determine Geometric and Location Requirements for Bike/Pedestrian	6
5-d	Develop Typical Sections	8
5-e	Conduct Vertical and Horizontal Sight Distance	16
5-f	Develop Preliminary Pavement Design	8
5-g	Develop Concept MOT/Staging	20

Sub - total **68**

6 Environmental Studies

6-a	Coordination and Meetings with Subconsultant	8
6-b	Review Environmental Reports and Permits	6

Sub - total **14**

7 Geotechnical Investigations

7-a	Coordination and Meetings with Subconsultant	4
7-b	Provide Sketches to Subconsultant for Boring Layout Plan	4
7-c	Provide Elevation Information for Boring Logs	2
7-d	Review and Analyze Soil Surveys for Design Purposes	4

Sub - total **14**

8 Plans, Specs & Quantities

8-a	Plan Sheet Preparation	<u>No. Sheets</u>	<u>Hours/Sheet</u>	<u>Total</u>
	Cover Sheet	1	4	4
	General Notes & Commitments	1	4	4
	Summary of Quantities	3	10	30
	Schedule of Quantities	3	10	30
	Alignment, Ties, and Benchmarks	3	14	42
	Typical Sections (w/Mix Requirements)	2	16	32
	Construction Staging and Maintenance of Traffic	8	16	128
	Removal Plans	4	15	60
	Proposed Roadway Plan	6	10	60
	Proposed Roadway Profile	6	10	60
	Proposed Roundabout Details	4	16	64
	Drainage Plan	6	10	60
	Drainage Profile	6	10	60
	Drainage Schedules	3	10	30
	Intersection Grading Plan (Includes ADA Ramp Details)	3	20	60
	Erosion and Sediment Control	6	20	120
	Pavement Marking, Signing and Landscaping Plans	6	16	96
	Lighting Plans (Required for Roundabout Design Only)	8	18	144
	Miscellaneous Details	1	8	8
	Plat of Highways	3	0	0
	Cross Sections	26	2	52
		<hr/>		<hr/>
		109		1144

Peck Road/Bricher Road Intersection Project - Phase I/II
Kane County
Man Hour Estimate for Consulting Services (Total Project)
Crawford, Murphy, and Tilly, Inc.

8-b	Specifications		
	Prefinal specifications for roadway items		40
	Final specifications for roadway items		20
8-c	Quantities		
	Prefinal quantities for roadway items		40
	Final quantities for roadway items		30
8-d	Estimate of Time		
	Roadway		6
8-e	Engineers Estimate of Probable Cost		
	Prefinal submittal		6
	Final submittal		4
	Sub - total		1290
9	Construction Phase Services		
9-a	Attend pre-bid meeting		4
9-b	Attend pre-construction meeting		4
9-c	Respond to RFI's		4
9-d	Shop drawing reviews		4
	Sub - total		16
10	Meetings and Coordination		
10-a	Meetings with stakeholders (18 meeting*2 people*3 hours)		108
10-b	Preparation Time Prior to Meeting		18
10-c	Prepare Meeting Minutes		24
10-d	Coordination with Stakeholders		40
	Sub - total		190
11	Project Administration		
11-a	Project Setup		20
11-b	Project Management		80
11-c	Quality Assurance		40
	Sub - total		140

AVERAGE HOURLY PROJECT RATES

FIRM Crawford, Murphy & Tilly, Inc.
PSB N/A
PRIME/SUPPLEMENT _____

DATE 07/05/18

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Data Collection			Field Surveys and Plats			Modified Drainage Study			Traffic Analysis			Conceptual Roadway Design		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	75.00	0	0.00%	0.00															
Senior Project Engr/Mngr	62.60	80	3.95%	2.47															
Project Engineer	49.71	256	12.64%	6.28	4	5.41%	2.69				6	10.00%	4.97	18	11.84%	5.89	8	11.76%	5.85
Senior Engineer	38.21	512	25.27%	9.66	12	16.22%	6.20	8	100.00%	38.21	30	50.00%	19.11	40	26.32%	10.06	24	35.29%	13.49
Senior Technical Manager	43.79	0	0.00%	0.00															
Engineer	30.13	854	42.15%	12.70	46	62.16%	18.73				24	40.00%	12.05	82	53.95%	16.25	36	52.94%	15.95
Planner	26.93	0	0.00%	0.00															
Registered Land Surveyor	42.68	0	0.00%	0.00															
Senior Technician	36.11	324	15.99%	5.78	12	16.22%	5.86						12	7.89%	2.85				
Technician II	27.84	0	0.00%	0.00															
Technical I	23.37	0	0.00%	0.00															
Administrative Assistant	21.78	0	0.00%	0.00															
TOTALS		2026	100%	\$36.88	74	100.00%	\$33.47	8	100%	\$38.21	60	100%	\$36.13	152	100%	\$35.05	68	100%	\$35.28

AVERAGE HOURLY PROJECT RATES

FIRM Crawford, Murphy & Tilly, Inc.
PSB N/A
PRIME/SUPPLEMENT _____

DATE 07/05/18
SHEET 2 **OF** 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Environmental Studies			Geotechnical Investigations			Plans, Specs & Quantities			Construction Phase Services			Meetings and Coordination			Project Administration		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	75.00																		
Senior Project Engr/Mngr	62.60							40	3.10%	1.94				10	5.26%	3.29	30	21.43%	13.41
Project Engineer	49.71							130	10.08%	5.01				40	21.05%	10.47	50	35.71%	17.76
Senior Engineer	38.21	10	71.43%	27.30	10	71.43%	27.30	220	17.05%	6.52	8	50.00%	19.11	90	47.37%	18.10	60	42.86%	16.38
Senior Technical Manager	43.79																		
Engineer	30.13	4	28.57%	8.61	4	28.57%	8.61	600	46.51%	14.01	8	50.00%	15.06	50	26.32%	7.93			
Planner	26.93																		
Registered Land Surveyor	42.68																		
Senior Technician	36.11							300	23.26%	8.40									
Technician II	27.84																		
Technician I	23.37																		
Administrative Assistant	21.78																		
TOTALS		14	100%	\$35.90	14	100%	\$35.90	1290	100%	\$35.88	16	100%	\$34.17	190	100%	\$39.79	140	100%	\$47.55

**Peck Road/Bricher Road Intersection Project - Phase I/II
Kane County**

Development of Project Hourly Rates (IDOT Method)

Crawford, Murphy, and Tilly, Inc.

Item	2018 Actual Rate	2019 Projected @ 3.0% Increase	2020 Projected @ 3.0% Increase	2021 Projected @ 3.0% Increase	2022 Projected @ 3.0% Increase	2023 Projected @ 3.0% Increase
Average Hourly Rate as a Percent of 2018 Rate	100.0%	103.0%	106.1%	109.3%	112.6%	115.9%
Estimated Months of Contract in Given Year	5	5	0	0	0	0
% of Project Duration	50.00%	50.00%	0.00%	0.00%	0.00%	0.00%
Extension	0.500	0.515	0.000	0.000	0.000	0.000
Weighted Project Hourly Rate Multiplier	Note: Salary Adjustments are Given on January 1 of Each Year					1.0150

Project Duration: August 2018 thru May 2019 =

10 months

**Peck Road/Bricher Road Intersection Project - Phase I/II
Kane County**

**Computation of Prorated
Project Hourly Rates**

Crawford, Murphy, and Tilly, Inc.

Classification	Actual 2018 Average Hourly Rate	Weighted Hourly Rate Multiplier	Project Hourly Rates *
Principal	\$80.09	1.0150	\$75.00
Senior Project Engr/Mngr	\$61.67	1.0150	\$62.60
Project Engineer	\$48.98	1.0150	\$49.71
Senior Engineer	\$37.65	1.0150	\$38.21
Senior Technical Manager	\$43.14	1.0150	\$43.79
Engineer	\$29.68	1.0150	\$30.13
Planner	\$26.53	1.0150	\$26.93
Registered Land Surveyor	\$42.05	1.0150	\$42.68
Senior Technician	\$35.58	1.0150	\$36.11
Technician II	\$27.43	1.0150	\$27.84
Technical I	\$23.02	1.0150	\$23.37
Administrative Assistant	\$21.46	1.0150	\$21.78

* Rates to be applied to all project work tasks

**Peck Road/Bricher Road Intersection Project - Phase I/II
Kane County**

**Estimate of Direct Costs
Crawford, Murphy, and Tilly, Inc.**

1	Data Collection		
a	Travel: 8 trips x 36 miles x \$.545/mile	\$156.96	
	Sub - total		\$156.96
2	Field Surveys and Plats		
a	No Direct Costs	\$0.00	
	Sub - total		\$0.00
3	Modified Drainage Study		
a	Printing: Pre-Final Report 2 Copies @ \$25.00/copy	\$50.00	
b	Final Report 2 Copies @ \$25.00/copy	\$50.00	
	Sub - total		\$100.00
4	Traffic Analysis		
a	No Direct Costs	\$0.00	
	Sub - total		\$0.00
5	Conceptual Roadway Design		
a	No Direct Costs	\$0.00	
	Sub - total		\$0.00
6	Environmental Studies		
a	No Direct Costs	\$0.00	
	Sub - total		\$0.00

**Peck Road/Bricher Road Intersection Project - Phase I/II
Kane County**

Estimate of Direct Costs

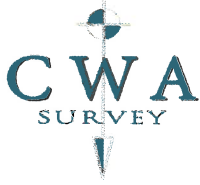
7	Geotechnical Investigations		
a	No Direct Costs		\$0.00
	Sub - total		\$0.00
8	Plans, Specs & Quantities		
a	Printing: Prefinal Plans 128 Sheets/set x 10 sets (11"x17" sheets) x \$.14/sheet	\$179.20	
b	Printing: Final Plans 128 Sheets/set x 10 sets (11"x17" sheets) x \$.14/sheet	\$179.20	
c	Printing: Prefinal Submittal - Specs 200 Sheets/set x 4 sets (8 1/2" x 11" sheets) x \$.10/sheet	\$80.00	
d	Printing: Final Submittal - Specs 200 Sheets/set x 4 sets (8 1/2" x 11" sheets) x \$.10/sheet	\$80.00	
	Sub - total		\$518.40
9	Construction Phase Services		
a	No Direct Costs		\$0.00
	Sub - total		\$0.00
10	Meetings and Coordination		
a	Travel: 14 trips x 36 miles x \$.545/mile	\$274.68	
b	Travel: 4 trips x 48 miles x \$.545/mile	\$104.64	
	Sub - total		\$379.32
11	Project Administration		
a	No Direct Costs		\$0.00
	Sub - total		\$0.00

ATTACHMENT “A”

Sub-Consultant

Claassen, White & Associates

**Scope and Man-hours for
Survey and Plat of Highway Preparation**



Claassen, White & Associates, P.C.

LAND SURVEYORS

121 Airport Drive, Unit I, Joliet, Illinois 60431

(815) 744-3720 office (815) 744-3752 fax

claassenwhite@cwasurevey.com

DBE & WBE certified

IDOT prequalified in Special Services (Surveying)

RHONDA J. WHITE, PLS
President

DAVID A. CLAASSEN, PLS
Vice-President

July 3, 2018

Kane County Division of Transportation
Crawford, Murphy & Tilly / Engineers & Consultants
550 North Commons Drive, Suite 116
Aurora, IL 60504

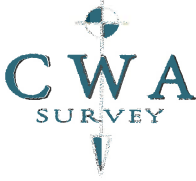
RE: Peck Road at Bricher Road Intersection Improvements
Kane County
St. Charles, Illinois

Scope of Services

The work performed will be Topographic Design Survey and Land Acquisition.

All procedures per IDOT guidelines and specifications.

- Set Horizontal Control Points referenced to NGS NAD83(2011) State Plane Coordinates per RTK GPS methods and conventional traverse.
- Vertical Control referenced to NAVD 88 Datum per digital leveling, will set permanent benchmarks to be utilized throughout the construction phase.
- Will supply final control report with field sketches, descriptions, coordinates and elevations.
- Cross Sections will be taken every 100 feet, and 20 outside of right of way. All break points and drainage will be defined.
- All Drainage structures will be located, rim and invert elevations, type, material and size will be provided.
- All visible utilities will be located. Any wetland flags present at the time of survey will be located.
- Right of Way lines, boundary lines and alignments will be established.
- Included are two plats of easement or acquisition parcels with legal descriptions.



Claassen, White & Associates, P.C.

LAND SURVEYORS

121 Airport Drive, Unit I, Joliet, Illinois 60431

(815) 744-3720 office (815) 744-3752 fax

claassenwhite@cwasurevey.com

DBE & WBE certified

IDOT prequalified in Special Services (Surveying)

RHONDA J. WHITE, PLS
President

DAVID A. CLAASSEN, PLS
Vice-President

- No formal Tree Survey provided (no species), however trees greater than 4" will be located, with a diameter in the point code.

Project Limits:

Peck Road (1,700 total linear feet): 1000 feet north of Bircher Road and 700 feet south of Bircher Road.

Bircher Road (1000 total linear feet): 1000 feet east of Peck Road.

Final Deliverables: Microstation dgn 3d base file (includes TIN) with field notes.

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME
PRIME/SUPPLEMENT
Prepared By

Claassen, White & Assoc.
Prime
David A. Claassen

DATE 07/03/18
PTB-ITEM# 180 n/a

CONTRACT TERM 3 MONTHS
START DATE 8/1/2018
RAISE DATE 6/1/2019

END DATE 10/31/2018

OVERHEAD RATE 107.01%
COMPLEXITY FACTOR 0
% OF RAISE 3%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	8/1/2018	10/31/2018	3	100.00%

The total escalation = 0.00%

PAYROLL RATES

FIRM NAME Claassen, White & Assoc DATE 07/03/18
 PRIME/SUPPLEMENT Prime
 PTB-ITEM # 180 n/a

ESCALATION FACTOR 0.00%

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Land Surveyor (S5)	\$50.25	\$50.25
Land Surveyor (S3)	\$39.20	\$39.20
Land Surveyor (S1)	\$27.50	\$27.50
Technician (T9)	\$34.00	\$34.00
Technician (T8)	\$28.00	\$28.00
Technician (T7)	\$27.00	\$27.00
Technician (T5)	\$23.00	\$23.00
Technician (T4)	\$20.00	\$20.00
Office Technician (OT3)	\$24.50	\$24.50
Administration (A3)	\$23.00	\$23.00

COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

Bureau of Design and Environment
Prepared By: Consultant

FIRM Claassen, White & Assoc.
PTB-ITEM # 180 n/a
PRIME/SUPPLEMENT Prime

OVERHEAD RATE 107.01%
COMPLEXITY FACTOR 0

DATE 07/03/18

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
DBE	1. QA/QC	3	151	161	0	56		368	368	2.78%
DBE	2. Administration	3	151	161	0	56		368	368	2.78%
DBE	3. Field Survey	124	3,544	3,793	455	1,311		9,103	9,103	68.84%
DBE	4. Office Survey	38	1,387	1,484	0	513		3,384	3,384	25.59%
			-	-		-		-	-	
			-	-		-		-	-	
			-	-		-		-	-	
			-	-		-		-	-	
			-	-		-		-	-	
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	Subconsultant DL					0				
	TOTALS	168	5,233	5,599	455	1,936	-	13,223	13,223	100.00%

10,832

DBE 100.00%

Packet Pg. 177

AVERAGE HOURLY PROJECT RATES

FIRM Claassen, White & Assoc.
PTB-ITEM# 180 n/a
PRIME/SUPPLEMENT Prime

DATE 07/03/18

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			1. QA/QC			2. Administration			3. Field Survey			4. Office Survey			Hours	% Part.	Wgtd Avg
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Land Surveyor (S5)	50.25	8.0	4.76%	2.39	3	100.00%	50.25	3	100.00%	50.25	0			2	5.26%	2.64			
Land Surveyor (S3)	39.20	24.0	14.29%	5.60	0			0			12	9.68%	3.79	12	31.58%	12.38			
Land Surveyor (S1)	27.50	0.0			0			0			0			0					
Technician (T9)	34.00	24.0	14.29%	4.86	0			0			0			24	63.16%	21.47			
Technician (T8)	28.00	50.0	29.76%	8.33	0			0			50	40.32%	11.29	0					
Technician (T7)	27.00	62.0	36.90%	9.96	0			0			62	50.00%	13.50	0					
Technician (T5)	23.00	0.0			0			0			0			0					
Technician (T4)	20.00	0.0			0			0			0			0					
Office Technician (OT3)	24.50	0.0			0			0			0			0					
Administration (A3)	23.00	0.0																	
		0.0																	
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		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		168.0	100%	\$31.15	3.0	100.00%	\$50.25	3.0	100%	\$50.25	124.0	100%	\$28.58	38.0	100%	\$36.50	0.0	0%	\$0.00

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Scope of Services

Client	:	Kane County Division of Transportation
	:	Crawford, Murphy & Tilly
Project	:	Peck Road at Bricher Road
Section Number	:	18-00495-00-CH
Work Order	:	
Location 1	:	Saint Charles, IL
Location 2	:	
Project No.	:	
Consultant	:	Claassen, White & Associates, P.C.
CWA Job Number	:	6902
Date	:	July 3, 2018

Item 1	Quality Control / Quality Assurance	Man-hours													Total				
	1.1 QA/QC Meetings																		
	1.2 Checking Computations																		
	1.3 Checking Plats	2															2		
	1.4 Checking Legal Descriptions																		
	1.5 Checking Field Data	1															1		
Sub-total	Quality Control / Quality Assurance	3															3		
		Land Surveyor (S5)	Land Surveyor (S3)	Land Surveyor (S1)	Technician (T9)	Technician (T8)	Technician (T7)	Technician (T6)	Technician (T5)	Technician (T4)	Technician (T3)	Technician (T2)	Technician (T1)	Office Technician (OT3)	Office Technician (OT2)	Office Technician (OT1)	Administration (A3)	Administration (A2)	Administration (A1)

Scope of Services

Client : Kane County Division of Transportation
 Project : Crawford, Murphy & Tilly
 Section Number : Peck Road at Bricher Road
 Work Order : 18-00495-00-CH
 Location 1 : Saint Charles, IL
 Location 2 :
 Project No. :
 Consultant : Claassen, White & Associates, P.C.
 CWA Job Number : 6902
 Date : July 3, 2018

Item 3	Field Survey	Man-hours														Total			
3.1	Preliminary Field Reconnaissance - TOTAL																		
3.1.1	Reconnaissance of Horizontal Control																		
3.1.2	Reconnaissance of Vertical Control																		
3.1.3	Reconnaissance of Section Corners																		
3.1.4	Reconnaissance of Property Monumentation/ROW		4					4										8	
3.2	Horizontal Control - TOTAL							10	10									20	
3.2.1	Recon & Verify Existing Control																		
3.2.2	Set/Tie/RTK GPS/ New Control																		
3.2.3	Conventional Traverse																		
3.3	Vertical Control - Bench Circuit - TOTAL							10	10									20	
3.4	Topography - TOTAL																		
3.4.1	Cross-sections and Topography (Traditional)							30	30									60	
3.4.2	Building Locations & details																		
3.4.3	Bridges - Culvert Details																		
3.4.4	Final Field Walk																		
3.4.5	Topography (Pavement Scanning)																		
3.5	Bridges - (Scanning & Traditional)																		
3.6	Drainage Structures - TOTAL																		
3.7	Survey - TOTAL																		
3.7.1	Locate Section Corners																		
3.7.2	Locate Monumentation (Right of Way)		6						6									12	
3.7.3	Stake Boundary																		
3.7.4	Final Field Walk																		
3.8	Centerline Alignment - TOTAL																		
3.8.1	Establish Centerline		2						2									4	
3.8.2	Reestablish Centerline																		
3.8.3	Stake Centerline																		
3.8.4	Centerline Stationing																		
3.9	Ties - TOTAL																		
3.9.1	Control Points (set and tie)																		
3.9.2	Centerline Ties																		
3.9.3	Section Corner Monument Ties																		
3.9.4	Proposed Right of Way Monument Ties																		
Sub-total	Field Survey		12					50	62									124	
		Land Surveyor (S5)	Land Surveyor (S3)	Land Surveyor (S1)	Technician (T9)	Technician (T8)	Technician (T7)	Technician (T6)	Technician (T5)	Technician (T4)	Technician (T3)	Technician (T2)	Technician (T1)	Office Technician (OT3)	Office Technician (OT2)	Office Technician (OT1)	Administration (A3)	Administration (A2)	Administration (A1)

Scope of Services

Client	:	Kane County Division of Transportation
	:	Crawford, Murphy & Tilly
Project	:	Peck Road at Bricher Road
Section Number	:	18-00495-00-CH
Work Order	:	
Location 1	:	Saint Charles, IL
Location 2	:	
Project No.	:	
Consultant	:	Claassen, White & Associates, P.C.
CWA Job Number	:	6902
Date	:	July 3, 2018

Item 4	Office Survey	Man-hours														Total			
	4.1 Research - TOTAL - Recorder's Office																		
	4.1.1 Set up Parcel files																		
	4.1.2 Evaluate Received Information																		
	4.1.3 Order Necessary Documentation																		
	4.2 Computations - TOTAL																		
	4.2.1 Centerline Alignment-		2															2	
	4.2.2 Section Lines		2															2	
	4.2.3 Boundary Lines																		
	4.2.4 Existing Right of Way Lines		4															4	
	4.2.5 Parcel Computation w/Reports		4															4	
	4.2.6 Proposed Right of Way Lines																		
	4.2.7 Calculate Inverts																		
	4.3 Data Management - TOTAL																		
	4.3.1 Data Downloading/ASCII files																		
	4.3.2 Control Processing																		
	4.3.3 SCAN DATA Processing (Extraction)																		
	4.3.4 Level Note Reduction																		
	4.3.5 General Data Management																		
	4.4 Plats/CAD - TOTAL																		
	4.4.1 Plats of Highway / Easement Plats				12													12	
	4.4.2 Centerline Alignment Plat																		
	4.4.3 Centerline Tie Sheet																		
	4.4.4 Proposed ROW Tie Sheet																		
	4.4.5 Tin / DTM				4													4	
	4.4.6 Utilities																		
	4.4.7 Topography				8													8	
	4.4.8 Topography																		
	4.5 Legal Descriptions - TOTAL		2															2	
Sub-total	Office Survey	2	12		24													38	
		Land Surveyor (S6)	Land Surveyor (S3)	Land Surveyor (S1)	Technician (T9)	Technician (T8)	Technician (T7)	Technician (T6)	Technician (T5)	Technician (T4)	Technician (T3)	Technician (T2)	Technician (T1)	Office Technician (OT3)	Office Technician (OT2)	Office Technician (OT1)	Administration (A3)	Administration (A2)	Administration (A1)

ATTACHMENT “B”

Sub-Consultant Agreement

Santacruz Land Acquisitions

Scope and Man-hours for Lane Acquisition Services

PROPOSAL FOR LAND ACQUISITION SERVICES

Kane County

Crawford, Murphy & Tilly



Intersection of Peck Road and Bricher Road

Santacruz Land Acquisitions

222 Northfield Road · Suite 201
Northfield, IL 60093
www.santacruz-associates.com

Contact:
J. Steve Santacruz
847-868-9620
jsteve@santacruz-associates.com

1

EXECUTIVE SUMMARY

Having extensive experience with right of way projects, we understand the importance of keeping on schedule. On-time lettings gives the Kane County Divisions of Transportation, the Local Public Agency (“LPA”) the best use of its resources and strengthens the efficiencies in the implementation of its roadway improvement program. To achieve your goals, it is critical that your land acquisition consultant understands the importance and addresses three critical issues in your acquisition of right of way:

- Deliver the right of way on-time to meet the letting
- Manage the acquisition risks, including the cost of condemnation litigation
- Compliance with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act), IDOT land acquisition policies and procedures and FWHA policies.

CRITICAL ISSUE 1: DELIVER THE RIGHT-OF-WAY ON-TIME TO MEET LETTING

Delivery of right of way on-time keeps the project on its letting schedule. We understand that nothing is more important to the LPA. We also know that keeping the land acquisition on-time and within budget is a measurement of success for the LPA. When a project does not meet its letting schedule, we know it can impact the budget for the LPA, causing scheduling conflicts with potential contractors and also affect other economic factors which govern the delivery of the overall roadway improvement program for the LPA.

Our solution is to assemble a team of industry leading right of way professionals that have years of experience working on land acquisition projects with the understanding of what needs to be done to complete an acquisition on time.

Santacruz Land Acquisitions will work with the staff for the LPA and/or Crawford, Murphy & Tilly, Engineer for the LPA, (“Consultant”) to develop a land acquisition plan for the reconstruction of the intersection of Peck Road and Bricher Road (the “Project”) to assure that the goals are met. Beginning with waiver valuations on the appraisal side, we look for ways to reduce the time on the acquisition cycle. With years of right of way acquisition work, we have a large database of real estate representatives for corporate acquisitions to cut down the time spent in the initial steps of locating the real estate representative for each property.

All of these efficiencies lead to ways in which we minimize our time with an acquisition and translate to your project staying on schedule.

CRITICAL ISSUE 2: MANAGE THE ACQUISITION RISKS

Equally important as the scheduled letting is the acquisition budget for the Project. Cost overruns can jeopardize a project from moving forward. Because real estate costs can represent a significant portion of the budget for a transportation project, our team will suggest ways to minimize impacts and reduce costs in challenging acquisitions. We will also work with the LPA to minimize the condemnation referrals that impact the budget for this Project. By the same token, our team will quickly identify parcels in the very beginning of the process that have title issues that can only be resolved through condemnation.

Through experience, we know that a portion of the parcels will need to be acquired through condemnation. As such, your land acquisition consultant needs to have knowledge of the legal requirements necessary to position an agency for condemnation. Our team possesses that knowledge and has years of experience providing “expert witness” testimony in these matters.

Santacruz Land Acquisitions is made up of skilled right of way professionals with a vast background in real estate and civil engineering with respect to transportation projects which gives us the ability to recognize issues and resolve them before they create delays.

CRITICAL ISSUE 3: COMPLIANCE WITH GOVERNMENT REGULATIONS

All land acquisition services must be performed in accordance with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act). In addition, we are familiar with IDOT’s land acquisition guidelines, policies and procedures.

WHY SANTACRUZ LAND ACQUISITIONS?

As you review our proposal, you will see that the team that Santacruz Land Acquisitions has assembled is versatile, experienced and qualified to deliver the full scope of the land acquisition needs for the LPA. What sets apart our team is:

- Years of successful on-time delivery of right of way land acquisition services to various other agencies
- Diverse set of real estate acquisition disciplines including backgrounds in law and civil engineering
- Extensive experience with complex valuations and acquisitions
- Title review experience, including familiarity with all types of recorded documents affecting real estate and knowledge on how to clear title
- Experience in reviewing plats and legal descriptions, as well as an ability to review and understand roadway construction plans
- Expertise with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act), Illinois Eminent Domain Act (735 ILCS 30), IDOT Land Acquisition Guidelines.
- Familiarity with IDOT policies and procedures related to land acquisition and appraisals.

Our solution is to apply our team’s extensive collective decades of experience complying with federal and state laws and maximizing the team’s knowledge of the land acquisition policies of IDOT.

ADDITIONAL COMPONENT OF OUR PROPOSAL: BEP UTILIZATION

Santacruz Land Acquisitions is a BEP with Central Management Services, a DBE with IDOT and an MBE with Cook County and the City of Chicago.

TEAM ORGANIZATION

Santacruz Land Acquisitions has assembled a versatile team of professional right of way consultants with the experience to deliver successful land acquisition services and meet the letting dates of the project. J. Steve Santacruz, President of Santacruz Associates Ltd. d/b/a Santacruz Land Acquisitions will lead the team as Project Manager. The team brings a wealth of experience in land acquisition for governmental agencies and related real estate law and civil engineering disciplines to assure the proper handling of even the most complicated of acquisitions. Additionally, the key members of the Santacruz Land Acquisitions team have collaborated in the past on projects.

SUMMARY

With a long history of successful delivery of a variety of right of way projects on-time, within budget and to our client's satisfaction, we look forward to the opportunity to assist the LPA with its land acquisition needs

COMPENSATION

Santacruz Land Acquisitions shall be entitled to the compensation as shown on the attached schedule. Our cost proposal, based on **two (2)** projected parcels of right-of-way, is as follows:

<u>APPRAISALS:</u>	\$5,600.00.
<u>REVIEW APPRAISALS:</u>	\$2,400.00.
<u>NEGOTIATIONS:</u>	\$6,000.00.

As directed, Santacruz Land Acquisitions shall invoice the LPA or Consultant for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance

policies obtained on the parcels to be acquired, (iii) the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender's fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees. Santacruz Land Acquisitions shall include **\$500.00** per parcel for these charges. Santacruz Land Acquisitions shall pay any such fees and charges in excess of the **\$500.00** per parcel allowance for which Santacruz Land Acquisitions shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued.

Santacruz Land Acquisitions will attend and/or participate in up to four (4) hours of meetings and conference calls for consultations on the project. This will include, without limitation, kick-off meetings, planning discussions, project strategy development and review of parcels with acquisition challenges.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered a cost not to exceed of **\$16,000.00** as follows:

Land Acquisition Services	\$14,000.00
Consultation/Meeting Services	\$1,000.00
Direct Billable Expenses	\$1,000.00

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TECHNICAL APPROACH

Santacruz Land Acquisitions shall perform all necessary services in the preparation of appraisals and review appraisals and the negotiation of the acquisition of necessary properties required for the completion of the Project. All services shall be performed at the direction of the LPA and Consultant in accordance with the policies and procedures of IDOT, as applicable, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”), as amended (49 CFR Part 24), the Illinois Eminent Domain Act (735 ILCS 30) (“Eminent Domain Act”) and the Illinois Code of Civil Procedure (“Code of Civil Procedure”).

Santacruz Land Acquisitions will review the highway construction plans with the LPA and/or the Consultant to understand the nature and purpose of the project.

Santacruz Land Acquisitions agrees to perform the services as set forth herein as well as furnish and deliver to the LPA the final reports accompanied by all necessary documents needed for recordation and/or necessary for eminent domain proceedings. **The process described in this section has been the roadmap to many successful right of way projects for Santacruz Land Acquisitions helping us help you keep your projects on-time and within budget.**

LAND ACQUISITION CRITICAL PATH STEPS – “OUR ROAD MAP”

Task 1: Notice to Proceed

Our services start within one week (or sooner, if requested) of an authorization to proceed from the LPA.

Task 2: Kick-off Meeting

Santacruz Land Acquisitions will meet with the LPA and/or Consultant to discuss the Project, identify issues and develop any necessary strategies to assure the timely completion of the Project. At that time, we will identify the subconsultants that shall be assigned to the Project to perform the appraisal and review appraisal functions.

Task 3: Delivery and Review of Project Information

The LPA or Consultant will provide Santacruz Land Acquisitions with plats of highway, legal descriptions, the most recent title commitments and any other pertinent information regarding the property owner for each parcel assigned for acquisition. In addition, the LPA or Consultant will also provide us with a set of project plans, including, (i) plan and profile, (ii) drainage and utilities, (iii) pavement markings and (iv) cross sections.

Task 4: Introductory Notice to Owners

The assigned Appraiser will notify the property owner of the proposed taking and the beginning the valuation process of the property. The notice will invite the property owner to be present during the inspection by the appraiser.

Task 5: Appraisal

All appraisal work shall be completed within the time frame provided by the LPA at the time the project is assigned.

The Appraiser will review the plat of highways and the construction plans to determine the type of appraisal to be used for each parcel. The Appraiser shall make a detailed inspection of the properties and make such investigations and studies as are consistent with industry standard and necessary to derive sound conclusions for the preparation of appraisal reports.

The Appraiser shall assist in analyzing and responding to valuation information provided by a property owner in support of a counter offer. At the request of the LPA or Consultant, Santacruz Land Acquisitions will furnish and deliver updated or revised appraisals resulting from a revision to the right of way or for condemnation purposes.

We understand that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pre-trial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation. In such case, at the request of the LPA or its trial counsel, the Appraiser assigned to appraise the parcel shall make any such appearances or complete such preparation work in order to assist with this process. Such requests will be pursuant to a separate work order.

Task 6: Review Appraisal

All appraisals will be reviewed by the Review Appraiser assuring that all items affecting the value of the property have been considered in the appraisal.

The Review Appraiser will complete the Right of Way Appraisal Review Certification (using the form designated by IDOT) and a copy will be attached to the appraisal delivered by Santacruz Land Acquisitions.

At the request of the LPA or Consultant, Santacruz Land Acquisitions will furnish and deliver updated or revised appraisals and/or reviews resulting from a revision to the right of way or for condemnation purposes. Such requests will be pursuant to a separate work order.

Task 7: Negotiation and Acquisition

All negotiations and acquisition services shall be provided by Santacruz Land Acquisitions after approval by the LPA of the amount of just compensation to be offered to the property owner.

The Negotiator will not have any authority to determine administrative settlements. The Negotiator will consult with the LPA for approval of any counter offers and upon acceptance by the LPA of any such counter offer, Santacruz Land

Acquisitions will prepare the necessary documentation for administrative settlement.

Prior to the start of negotiations, the Negotiator will review the plats of highway and appraisals for each parcel before the start of negotiations with a property owner to understand the valuation and impact to the property. Santacruz Land Acquisitions will review the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for the LPA. Santacruz Land Acquisitions will direct any questions to the LPA or Consultant resulting from its review of the plans, plats, appraisals and title commitments so that Santacruz Land Acquisitions is prepared for any issues raised by the property owner during negotiations.

Before contacting the owner of a parcel, Santacruz Land Acquisitions will prepare and send the introductory letter to the property owner on the LPA's letterhead. This letter will provide a general statement of the Project, identify the property and the legal property owner, and briefly state the right of requirements necessary from the parcel. This letter shall also contain contact information for Santacruz Land Acquisitions and a representative of the LPA.

Santacruz Land Acquisitions will prepare an offer package for presentation to the owner at the first meeting. The offer package shall contain the Basis for Computing Total Approved Compensation and Offer to Purchase (in the format approved by IDOT), a copy of the plat of highway with the acquisition areas highlighted and a copy of the legal descriptions of the parcels to be acquired. If, after repeated efforts to contact the property owner to schedule a meeting to present the offer, Santacruz Land Acquisitions is unable to make contact with the property owner, or if the property owner is located out of town, or at the request of the property owner to have the offer package mailed, Santacruz Land Acquisitions will send the

offer package by certified mail so that a receipt of delivery can be established.

Santacruz Land Acquisitions will personally contact the property owner a minimum of three times before making a determination that the acquisition of the parcel cannot be successfully negotiated. In most cases, Santacruz Land Acquisitions will exceed the minimum number of contacts in an attempt to make all reasonable efforts to reach a settlement before recommending that the LPA commence condemnation proceedings. All contacts and efforts to make contact with the property owner shall be documented in the negotiator's report maintained by Santacruz Land Acquisitions for each parcel.

If, during its discussions with the property owner, errors in the plans are discovered or the property owner requests design changes, Santacruz Land Acquisitions will immediately notify LPA or Consultant with this information. At any time during negotiations for situations involving design changes, errors in plans or for any other reason, if requested by LPA or Consultant, Santacruz Land Acquisitions will cease negotiations on certain parcels until corrected information or further instruction is provided to Santacruz Land Acquisitions.

Upon successful negotiations with the property owner, Santacruz Land Acquisitions will prepare all necessary conveyance documents in the forms provided by and approved by IDOT in order to complete the acquisition and obtain title approval for the property. Santacruz Land Acquisitions will submit the completed parcel file with original conveyance documents, any documents necessary for title clearance, the Negotiator's Log documenting all negotiation activities, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by the LPA.

In the event that Santacruz Land Acquisitions, after having made every reasonable effort to contact and negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, Santacruz Land Acquisitions shall prepare and submit to the LPA a completed parcel file with its recommendation to acquire the parcel by means of condemnation. In addition, the file will include the Negotiator's Log, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by the LPA.

We understand that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pre-trial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation. In such case, at the request of the LPA or its trial counsel, the Negotiator assigned to negotiate the parcel shall make any such appearances or complete such preparation work in order to assist with this process. Such requests will be pursuant to a separate work order.

PERSONNEL

The experience and talent of the right of way professionals that make up the team for Santacruz Land Acquisitions will, to a large extent, be the basis for the success of keeping this Project on-time and within budget. J. Steve Santacruz brings over twenty years of right of way acquisition experience to lead this team as its project manager. Steve has worked on thousands of acquisition parcels for ISTHA, IDOT, Cook, Kane, Lake, and Will Counties. He has also worked for numerous township and municipalities. Steve has a reputation in the right of community of being able to handle the most complex of land acquisition transactions.

The internal support team members for Santacruz Land Acquisitions include Robin Weber, a real estate paralegal with over twenty years of

experience in closing residential and commercial real estate transactions, and Jonathan Abplanalp, a District 1 fee negotiator.

Each of our team members, including our subconsultants, have relevant experience working collaboratively with professionals of other disciplines and other agencies. They understand the importance of effective coordination throughout the land acquisition process.

PRIOR EXPERIENCE

Santacruz Land Acquisitions was founded in 1992 as Santacruz Associates Ltd. and has grown to be one of the most dependable right of way negotiation firms in IDOT's District 1. Since it opened, Santacruz Land Acquisitions has been providing comprehensive right of way solutions, including negotiation activities and the coordination of the valuations of parcels for various public agencies. Our proprietary database overlay allows us to handle hundreds of parcels at one time keeping deadlines organized for each of our different clients.

Our team brings an array of services and broad disciplines in real estate which give us a distinct advantage in handling even the most complex of your land acquisition projects. In addition, our team of subconsultants is not new to each other as we have collaborated together on various other projects.

Our team has delivered real estate solutions for its public agencies balancing risk management and letting dates on some of the largest and most intricate projects in the State.

3

EXHIBITS

a. Pricing Schedule

Compensation for Services

Appraisal Services

Appraisals	\$2,800.00
Revision to appraisal due to change in ROW or plans ¹	\$1,500.00 - \$4,000.00

Review Appraisal Services

Review Appraisals	\$1,200.00
Revision to review appraisal due to change in ROW or plans ¹	\$900.00 - \$2,000.00

Negotiation Services

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$3,000.00
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Witness Services

Rate for each ½ day in pretrial conference or in court for Negotiator ¹	\$1,000.00
Rate for each ½ day in pretrial conference or in court for Appraiser ¹	\$1,000.00
Hourly rate for consultation not otherwise specifically provided for herein	\$250.00

Title Services (if applicable)

Later date commitment – In addition to actual recording costs + Administrative fee	\$25.00
Title insurance policies – In addition to actual recording costs + Administrative fee	\$25.00
Recording of Documents – In addition to actual recording costs + Administrative fee	\$25.00
Copies of recorded documents – In addition to actual copying costs & research fees + Administrative fee	\$25.00

¹ Requires additional work order.

ATTACHMENT “C”

Sub-Consultant Agreement

Huff & Huff, Inc./GZA

Scope and Man-hours for Environmental Engineering Services



A Subsidiary of GZA



July 5, 2018

via email: kfarley@cmtengr.com

Mr. Kelly Farley, P.E.
Senior Project Engineer
Crawford, Murphy, and Tilly
550 North Commons Drive
Aurora, Illinois 60654

**Re: Environmental Services – Peck and Bricher Road Intersection Improvement
Geneva, Kane County, Illinois
Proposal No.: 81.PT00056.19 (Revised)**

Dear Mr. Farley:

Huff & Huff, Inc. (H&H) is pleased to submit this proposal to perform environmental services for the referenced project. This proposal presents our project approach, the scope of services, cost, and schedule for completing the project. This proposal covers the applicable tasks requested by the CMT (Client). Land use within and adjacent to the project includes open land and residential subdivisions, and school district land.

1. Project Understanding

Huff & Huff, Inc. (H&H), a subsidiary of GZA GeoEnvironmental, Inc. is pleased to provide environmental services pertaining to Phase I and II environmental consulting services for the Peck Road at Bricher Road Intersection Improvements Project in Kane County, Illinois. Environmental studies will include those elements to support the project team including wetland delineations, permitting, and special waste assessment, including completion of a Preliminary Environmental Site Assessment (PESA) and Preliminary Site Investigation (PSI) including consideration for spoils management services (CCDD) and completion of LPC-Form documentation, as necessary.

We understand that Kane County Division of Transportation (KDOT) is seeking to improve the intersection and currently anticipates that Phase I, II, and III will likely be locally funded. However, the project will follow the same process and guidelines as the Federal Aid process and completed under applicable IDOT guidelines, including BLRS and BDE manuals and KDOT standards.

2. Scope of Work

The following scope of services is proposed for the Peck and Bricher Road intersection improvement project. This proposal presents our project approach, the scope of services, cost, and schedule for completing the project.

- GEOTECHNICAL
- ENVIRONMENTAL
- ECOLOGICAL
- WATER
- CONSTRUCTION MANAGEMENT

915 Harger Road
Suite 330
Oak Brook, IL 60523
T: 630.684.9100
F: 630.684.9120
www.huffnhuff.com
www.gza.com



Task 1: Wetland Delineation

Based on aerial photography, there may be a small stream/channel present near the intersection along with an existing detention basin. Because there are water resources near the proposed project, wetland delineations may be required; however, the wetland resources if present may be minimal. Therefore, H&H will conduct the necessary services for natural resources and if wetlands are not present, a short summary report will be prepared in place of a formal wetland and water resources report.

Off-site Record/Document Review

The following records/documents will be reviewed prior to conducting the field investigations. Soils information will be reviewed to determine the soil types encountered during the delineation procedures. The resources to be reviewed and used include:

- U.S. Geological Survey Topographic Map
- National Wetland inventory (NWI) Map
- Kane County Wetland Inventory Maps
- Kane County Advanced Identification (ADID) Maps
- Kane County Fen Wetland Map
- Kane County Soil Survey
- FEMA Floodplain Maps
- Hydric Soils of the United States
- Hydrologic Atlas
- Aerial Photographs

On-Site Investigation (Field Inventory)

The onsite investigation will be conducted by H&H staff experienced in Federal methods for conducting wetland delineations. H&H will classify and define hydric soils, hydrophytic vegetation, and evidence of hydrology to determine if wetlands are present. The wetland perimeters will be surveyed in the field using Global Positioning System (GPS). H&H will delineate all wetlands and WOUS within the project limits and screen any wetlands present within 100 feet of the project limits to determine wetland buffer boundaries that may be present within the project limits.

Wetland and WOUS delineations for each bid package will be conducted that will meet the requirements of Executive Order 11990, "Protection of Wetlands" Section 404 of the Federal Water Pollution Control Act as amended by the Clean Water Act (Corps of Engineers, Section 404 Permit) and the Illinois Environmental Protection Agency (IEPA Section 401 Guidelines) regulations. These regulations pertain to the placement of fill or alterations of drainage within wetlands of any type and apply to private as well as publicly owned wetlands. The investigation will meet the requirements of these regulations by identifying the type, functions, and approximate boundaries of the involved wetlands.

Wetlands found will be classified according to type using the "Classification of Wetlands and Deep Water Habitats of the U.S." by Cowardin. Wetland boundaries will be defined using the *Midwest Region Manual* (USACE, 2010). This includes a soil investigation to determine the presence or absence of hydric soils and an analysis of dominant plant species. Field observations will be made on evidence indicating the hydrology of the area and on water sources that are supporting these wetlands. Functions of these wetlands will be evaluated from field observations.



The entire area within the project limits will be investigated in the event that unmapped wetlands or WOUS are present. The National Wetlands Inventory (NWI) Map depicts one wetland northwest of the intersection, with a detention pond located on the southeast corner. As the NWI maps are developed to be used as general planning tools, detailed field investigations are required to ascertain the presence of wetlands onsite. All areas exhibiting wetland characteristics within the project limits will be investigated.

The wetland delineation will be scheduled within two weeks of authorization. The growing season in Kane County begins June 1st and ends in November. If the delineation is completed outside of the growing season, additional field visits will be required.

A delineation letter report will be prepared summarizing the findings of the fieldwork if wetlands or streams are present. This report will be submitted to the Client as a PDF only. If no wetlands or streams are present a short summary report will be prepared instead of a formal wetland delineation report. The shapefiles of the wetland and waterway boundaries as surveyed in the field will also be supplied to the Client via email. Specific items to be included are as follows:

- a) Map showing the wetland/waterway boundaries and project boundaries
- b) Aerial Photo with the appropriate limits of delineated wetlands and/or waterways
- c) USACE data sheets with color photos of the wetlands and the data points
- d) Written description of wetland functional classification
- e) Permitting summary
- f) Mitigation requirements and options, if necessary
- g) Farmed Wetland Determination, if necessary

All wetland and waterway boundaries will be located using GPS. The waterway and wetland boundary map will be derived from the GPS survey of these features. A Shapefile, Microstation, and/or AutoCAD file for the surveyed areas will be included with the wetland delineation report.

Task 2 - Permitting

Upon completion of the summary wetland report and at the direction of the Client, H&H will prepare the Joint Application package for submittal to the USACE. It is anticipated that the project will meet the criteria for a Regional Permit (RP). The work required for the project appears to meet the guidelines of RP 3, Roadways. Based on the size and scope of the project, no Individual Section 404 Permit and Section 401 Water Quality Certification will be necessary and is not included in this scope.

The scope includes the initial submittal of the Joint Application package and follow-up coordination. Additional submittals are not anticipated and are not included in the scope.

A jurisdictional determination (JD) is required to determine if on-site wetlands are under the jurisdiction of the USACE. Upon completion of the wetland report H&H will submit a JD request to the Chicago District, USACE for this project. The results of the JD will be used for permitting.

The permitting process through the USACE for jurisdictional wetlands is initiated by the submittal of the Joint Application for Section 404 Permits. During the USACE Section 404 review process, the USACE will coordinate with the following agencies:



- U.S. Fish and Wildlife Service (FWS)
- Illinois Environmental Protection Agency (IEPA, 401 Water Quality Certification)
- Illinois Department of Natural Resources (IDNR)
- Illinois Department of Natural Resources/Office of Water Resources (IDNR/OWR)
- IDNR/Historic Preservation Division (IDNR/HPD)

Time is included in this scope for one pre-application meeting with the USACE. Time under this task also includes QA/QC of the permit documents.

If this project is not being processed through IDOT Bureau of Local Roads, then coordination with the US Fish and Wildlife Service (USFWS) for endangered species review is completed by the applicant. H&H will conduct a project assessment to determine if impacts to federally listed species will occur. To conduct this review, H&H will conduct the USFWS Section 7 Consultation and document all findings.

If directed, H&H will initiate IDNR coordination through the submittal of the Ecological Compliance Assessment Tool (EcoCAT), requesting information on project threatened or endangered species. This task includes fees associated with the submittal of an EcoCAT (\$511). These fees are included in the scope of services.

This scope does not include special surveys for threatened or endangered species as these typically require significant efforts in site investigations, such as trapping, overnight observations, stream investigations for fish and mussels, and habitat surveys. If the USFWS or IDNR require additional surveys for listed species, a separate cost estimate will be prepared based on the type of species that are being investigated as costs for specific species surveys cannot be estimated until the specific species to be surveyed is known.

Task 3 – Preliminary Environmental Site Assessment (PESA)

H&H will conduct the PESA following the procedures outlined below:

- A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation (IDOT) Highway Projects (Erdmann et al., 2012)
- ASTM International (ASTM) standard 1527-13
- The IDOTs Bureau of Design and Environment (BDE) Procedure Memorandum Number 10-07, *Special Waste Procedures*. This memo was incorporated into Chapter 27-3 of the IDOT BDE Manual in June 2012.
- IDOT Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, *Special Waste*, July 2013.
- Public Act 96-1416
- Clean Construction or Demolition Debris Fill Operations (CCDD) and Uncontaminated Soil Fill Operations: Amendments to 35 Illinois Administrative Code 1100. Effective on August 27, 2012.



A. Historical Research

The site's historical land use/ownership record will be developed from standard historical sources. Historic aerial photographs will be reviewed to identify land use over time and potential areas of environmental concern, such as areas of surface disturbance and outside storage.

B. Site Evaluation

Current environmental features and conditions of sites adjacent to the right-of-way/project area will be evaluated. A site walkover of potential right-of-way/project areas designated for excavation and/or acquisition will be conducted for first-hand evaluation of current environmental conditions within the project limits. All features and conditions listed above will be investigated and, as appropriate, documented in photographs. The land-use and housekeeping practices of adjacent properties also will be evaluated in accordance with ASTM protocols.

C. Records Review

A records review will be conducted to determine potential environmental concerns within the study area. It will include a search of standard state and federal environmental record databases in accordance with the specifications of ASTM standards. This search is based on the outline of the study area.

Specifically, H&H will search each database to identify any potential sources requiring further investigation. As appropriate, Freedom of Information Act (FOIA) requests will be filed with the IEPA to obtain additional data pertaining to identified sites.

D. Report Preparation

One report summarizing the results of the evaluation will be prepared that is inclusive of all project areas, clearly organized by the specific project phases. The following information will be included in this report:

- a) The project location and description
- b) Historical uses of corridor.
- c) The area geology and hydrology.
- d) The environmental status of sites adjacent to the corridor regarding chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, and hazardous waste, and PCBs.
- e) An analysis of the site inspection.
- f) A summary of the findings regarding any environmental concerns. This will include IDOT's per Memo 66-10 and identification of Potentially Impacted Properties (PIPs) per Subpart F, Section 1100, 35 IAC, related to Clean Construction Demolition Debris management.

Task 4 – Preliminary Site Investigation / CCDD

It may become necessary to further investigate PESA findings by advancing soil borings as part of a Preliminary Site Investigation (PSI), during the Phase II activities, which would also include assessment and documentation necessary for CCDD facility disposal. CCDD assessment will be performed consistent with Public Act 96-1416 with testing for contaminants of concern associated with potentially impacted properties (PIPs) or soil pH only sampling in areas without PIPs. Results will be compared to the table of Maximum Allowable Concentrations (MACs), including the soil pH range of 6.25 to 9.0. Based on due diligence and sampling results, the appropriate LPC662 or LPC-663 Form would be completed



with supporting documentation for submittal CCDD facilities for acceptance consideration, noting exclusion areas that are not acceptable for CCDD facility acceptance.

Based on a preliminary review of the project corridor, it appears the project corridor is associated with at least one (1) potentially impacted property, adjacent to the northeast. The Kane County Judicial Center, located at 37W777 IL-38 was previously enrolled in the voluntary site Remediation Program (SRP) related to a sediment remediation project completed during expansion of the buildings on site, which included filling of a portion of the pond on site to accommodate construction. Specifically, the project included remediation of lead and copper impacted sediment within the pond, resulting from runoff from lead coated roofing materials.

A. Soil Borings and Soil Sampling

It is anticipated that one day of field effort will be required to complete a series of hand auger soil borings to depths consistent with the proposed construction, currently estimated to be within 5 feet of ground surface. To address the findings of the PESA, up to eight (8) hand auger borings are proposed with sampling consistent with contaminants of concern associated with the PIPs.

B. Analytical

Laboratory analysis of soil samples is proposed to be consistent with constituents of concern (COCs) as determined from the PESA as presented below. Boring locations where petroleum products or other volatile organic compounds represent the primary concern, samples will be field screened with a photoionization detector (PID). The sample with the highest PID reading in each boring will be analyzed for:

- **Volatile Organic Compounds** (up to 2 samples) – VOCs are volatile compounds found in gasoline and related to various solvents;
- **Benzene, toluene, ethylbenzene, and total xylenes (BTEX) and methyl-tert-butyl-ether (MTBE)** (up to 4 samples) – BTEX / MTBE are volatile compounds found in gasoline;
- **Polynuclear Aromatic Hydrocarbons (PNAs)** (up to 8 samples) Semi-volatile compounds (SVOCs) are commonly formed during incomplete combustion of organic compounds. PNAs are a subset of SVOCs and can be formed by the combustion of wood, coal, and petroleum products. They are also found in less refined, nonvolatile petroleum products and can be used to identify potential for diesel or fuel oil contamination in soil.

Other field screening factors such as visual, or proximity to potential sources of known contamination to determine which samples will be analyzed to identify the presence of:

- **RCRA Metals, total and SPLP/TCLP methods** (up to 8 samples) – Federal environmental regulations identify eight (8) heavy metals as hazardous if present in a *solid waste* at concentrations above varying threshold concentrations. Samples will be analyzed for select RCRA Metals, some of which may require further SPLP or TCLP analysis to determine compliance with the CCDD maximum allowable concentrations (MACs) (up to 2 samples); and

In addition, soil samples will be analyzed for soil pH from each boring location, analyzed with a field meter consistent with CCDD sampling requirements with select pH samples submitted for laboratory analysis (up to 8).



A. PSI Report Preparation

A report summarizing the results of the soil sample collection activities and analytical results will be prepared. This document will present information pertinent for the bidding documents regarding conditions of soils tested, handling and final disposition considerations.

B. CCDD (LPC-Form) Documentation

The soil sample results will be compared to the Maximum Allowable Concentrations (MACs) associated with CCDD facility acceptance, including the soil pH range of 6.25 to 9.0. If results achieve the MAC values, H&H will prepare the LPC-663 document that will be signed/stamped by the H&H. This proposal assumes the potential for requiring a separate form for each area to account for this currently unknown situation.

Any locations that do not achieve the MACs (including soil pH range) will be identified as exclusion zones, not acceptable for CCDD facility disposal.

Task 5: QA/QC Project Administration

Time under this task includes project administration and management activities that include cost and schedule tracking, coordination with Client on authorized activities, memo production, and other in-house management activities, and project closeout.

This task includes one meeting with the Client to coordinate the project and develop strategies for permitting.

3. Level of Effort and Schedule

This proposal assumes that the wetland delineations will occur within the 2018 growing season between June 1st and November. If the delineation is completed outside of the growing season, additional field visits will be required and are included in this scope of services. We estimate that the PESA will take four (4) weeks to complete and the PSI/CCDD documentation scope will require an additional six (6) weeks after completion of the PESA.

The attached CECS forms summarize the proposed costs for the project.

4. Terms and Conditions for Professional Services

CONDITIONS OF ENGAGEMENT

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. H&H's report will be prepared on behalf of and for the exclusive use of Client. Client acknowledges and agrees that the report and the findings in the report shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without the written consent of H&H. H&H would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties.



ACCEPTANCE

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to H&H. Issuance of a Purchase Order implicitly acknowledges acceptance of this proposal. This proposal is valid for a period of 30 days from the date of issue. We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (630) 684-9100 with any questions.

Very truly yours,

Huff & Huff, Inc.

Jeremy J. Reynolds, P.G.
Associate Principal

Attachments: Terms and Conditions

This Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of _____.

By: _____

Title: _____

Printed/Typed Name: _____

Date: _____

The Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail delivery of a document in “.pdf” format, each such signature shall create a valid and binding obligation of the party executing the document, or on whose behalf each document is executed, with the same force and effect as if each such facsimile or “.pdf” signature were an original thereof.



TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES Including Site Investigation, Remediation, Geotechnical, Construction, And Testing

© 2016 by Huff & Huff, Inc., a Subsidiary of GZA GeoEnvironmental, Inc.

These Terms and Conditions, together with Huff & Huff, Inc.'s (H&H's) Proposal, make up the Agreement between H&H and you, Client, named in the attached proposal.

BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND H&H.

1. **Services.** H&H will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in H&H's costs will be the subject of a negotiated amendment or change order.
2. **Standard of Care; Warranties.**
 - a. H&H will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality.
 - b. H&H warrants that its construction services will be of good quality, free of faults and defects and in conformance with the Proposal.
 - c. **EXCEPT AS SET FORTH IN SUBSECTIONS 2a AND 2b, ABOVE, NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY H&H'S PROPOSAL OR BY ANY OF H&H'S ORAL OR WRITTEN REPORTS.**
 - d. H&H assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.
3. **Payment.**
 - a. Except as otherwise stated in the Proposal, you will compensate H&H for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
 - b. Any retainer specified in H&H's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
 - c. H&H will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. H&H may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse H&H's costs of collecting overdue invoices, including reasonable attorneys' fees.
4. **Your Responsibilities.**
 - a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide H&H with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to H&H. Unless otherwise indicated in writing, H&H will be entitled to rely on documents and information you provide.
 - b. If you use the services of a construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
 - (i) to indemnify and hold harmless, to the fullest extent permitted by law, you and H&H, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation



of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;

- (ii) to name you and H&H as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and
 - (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
- c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify H&H and H&H shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.
5. **Right of Entry; Site Restoration.** You grant H&H and its subcontractor(s) permission to enter the Site to perform the services. If you do not own the Site, you represent and warrant that the owner has granted permission for H&H to enter the Site and perform the services; you will provide reasonable verification on request; and you will indemnify H&H for any claims by the Site owner related to alleged trespass by H&H or its subcontractors. H&H will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site that may occur and you agree to compensate H&H for any restoration it is asked to perform, unless otherwise indicated in the Proposal.
6. **Underground Facilities.** H&H's only responsibility under this Section will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless H&H with respect to personal injury and property damages due to H&H's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:
- (i) that are not correctly shown on any plans and information you or governmental authorities provide to H&H; or
 - (ii) that are not correctly marked by the appropriate utility.
7. **Reliance.** The services, information, and other data furnished by you shall be at your expense, and H&H may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by H&H is directly related to the accuracy and completeness of the information and data that you furnish to H&H. **H&H's REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO H&H.**
8. **Lab Tests and Samples.** H&H is entitled to rely on the results of laboratory tests using generally accepted methodologies. H&H may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate H&H for storage and/or shipping beyond 30 days.
9. **H&H Professionals.** H&H employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists collectively referred to in this section as "H&H Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of H&H or other contractor/consultant(s), which audit may require additional services, even though H&H and such H&H Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate H&H for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.
10. **Hazardous Materials; H&H "Not a Generator".** Before any hazardous or contaminated materials are removed from the Site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. H&H will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the Site. H&H will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. H&H will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold H&H harmless for any costs



or liability incurred by H&H in defense of or in payment for any legal actions in which it is alleged that H&H is the owner, generator, treater, storer or disposer of hazardous waste.

- 11. Limits on H&H's Responsibility.** H&H will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. H&H will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall H&H's professional activities nor the presence of H&H or its employees and subcontractors be construed to imply that H&H has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by H&H of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.
- 12. Changed Conditions.**
 - a. You recognize the uncertainties related to environmental and geotechnical services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
 - b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, H&H will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.
 - c. If no agreement can be reached, H&H will be entitled to terminate its services and to be equitably compensated for the services already performed. H&H will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond H&H's reasonable control, and you will compensate H&H for any resulting increase in its costs.
- 13. Documents and Information.** All documents, data, calculations and work papers prepared or furnished by H&H are instruments of service and will remain H&H's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to H&H. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to H&H. Any technology, methodology or technical information learned or developed by H&H will remain its property. Provided H&H is not in default under this Agreement, H&H's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.
- 14. Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by H&H, you covenant and agree that all such electronic files are instruments of service of H&H, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by H&H and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of H&H will be at the user's sole risk and without any liability to H&H.
- 15. Confidentiality; Subpoenas.** Information about this Agreement and H&H's services and information you provide to H&H regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as H&H reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. H&H will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse H&H for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.
- 16. Insurance.** During performance of the services, H&H will maintain workers compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. H&H will furnish you certificates of such insurance on request.



17. Indemnification. You agree to hold harmless, indemnify, and defend H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by H&H's negligence or willful misconduct.

18. Limitation of Remedies.

- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by H&H under this Agreement.
- b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
- c. Any claim will be deemed waived unless received by H&H within one year of substantial completion of the services.
- d. H&H will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary, or multiple damages.
- e. H&H will not be liable to you or the Site owner for injuries or deaths suffered by H&H's or its subcontractors' employees.
- f. You will look solely to H&H for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any H&H principal, officer, employee or agent.

19. Disputes.

- a. All disputes between you and H&H shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
- d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

20. Miscellaneous.

- a. Illinois law shall govern this Agreement.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.
- d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to H&H under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in H&H's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.

**Payroll Escalation Table
Fixed Raises**

FIRM NAME Huff & Huff, Inc.
PRIME/SUPPLEMENT CMT

DATE 7/5/2018
PTB NO. _____

CONTRACT TERM 18 MONTHS
START DATE 7/10/2018
RAISE DATE 3/1/2019

OVERHEAD RATE 186.64%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

8/1/2018 - 3/1/2019

3/1/2019 - 3/1/2020

8
18

10
18

= 44.44%
= 1.0167

57.22%

The total escalation for this project would be:

1.67%

Payroll Rates

FIRM NAME Huff & Huff, Inc.
PRIME/SUPPLEMENT CMT
PTB NO. _____

DATE 7/5/2018

ESCALATION FACTOR 1.67%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Senior Principal	\$70.00	\$70.00
Principal	\$70.00	\$70.00
Associate Principal II	\$70.00	\$70.00
Associate Principal I	\$59.19	\$60.18
Senior Consultant	\$67.18	\$68.30
Senior Geotechnical Consultant	\$62.87	\$63.92
Senior Project Manager III	\$60.00	\$61.00
Senior Project Manager II	\$45.72	\$46.48
Senior Landscape Architect	\$52.11	\$52.98
Senior Planning PM	\$49.90	\$50.73
Senior Geologist PM	\$43.33	\$44.05
Senior Technical Specialist	\$44.64	\$45.38
Senior Scientist PM II	\$46.14	\$46.91
Senior Scientist PM I	\$39.45	\$40.11
Senior Technical Scientist	\$36.94	\$37.56
Senior CADD Specialist	\$33.75	\$34.31
Scientist PM	\$42.25	\$42.95
Engineer PM II	\$42.24	\$42.95
Engineer PM I	\$36.18	\$36.78
Planning PM	\$35.15	\$35.74
Architect PM	\$37.54	\$38.17
Assistant PM Engineer II	\$39.02	\$39.67
Assistant PM Engineer I	\$34.74	\$35.32
Assistant PM Scientist	\$27.99	\$28.46
Engineer I	\$34.13	\$34.70
Scientist EI	\$26.98	\$27.43
Scientist E2	\$23.28	\$23.67
Administrative Managers	\$40.57	\$41.25
Senior Administrative Assistant	\$27.89	\$28.35
Intern	\$16.50	\$16.78
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

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

Firm CMT
 Route Peck and Bricher
 Section _____
 County Kane
 Job No. _____
 PTB & Item _____

Date 7/5/2018

Overhead Rate 186.64%

Complexity Factor 0

Item	Manhours	Payroll	Overhead & Fringe Benefits	In-House Direct Costs	Fixed Fee	Outside Direct Costs	Services By Others	Total	% of Grand Total
Wetland Delineation	45	1,449.63	2,705.60	46.88	609.31	70.00	0.00	4,881.42	18.10%
Permitting	46	1,547.77	2,888.76	46.88	650.10	551.75	0.00	5,685.26	21.08%
PESA	45	1,332.32	2,486.64	68.63	563.70	300.00	0.00	4,751.30	17.61%
PSI/CCDD	69	2,151.52	4,015.60	233.75	928.13	2,510.00	0.00	9,839.00	36.48%
QA/Project Administration	10	553.39	1,032.85	0.00	230.01	0.00	0.00	1,816.25	6.73%
TOTALS	215	7,034.64	13,129.46	396.14	2,981.23	3,431.75	0.00	26,973.22	100.00%

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]
 Specific Rate
 Lump Sum

Average Hourly Project Rates

Route Peck and Bricher
Section
County Kane
Job No.
PTB/Item

Consultant Huff & Huff, Inc.

Date 7/5/2018

Sheet 1 **OF** 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Wetland Delineation			Permitting			PESA			PSI/CCDD			QA/Project Administration		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Principal	70.00	0																	
Principal	70.00	0																	
Associate Principal II	70.00	0																	
Associate Principal I	60.18	7	3.26%	1.96													7	70.00%	42.12
Senior Consultant	68.30	0																	
Senior Geotechnical Consultant	63.92	0																	
Senior Project Manager III	61.00	0																	
Senior Project Manager II	46.48	0																	
Senior Landscape Architect	52.98	0																	
Senior Planning PM	50.73	0																	
Senior Geologist PM	44.05	3	1.40%	0.61													3	30.00%	13.22
Senior Technical Specialist	45.38	0																	
Senior Scientist PM II	46.91	0																	
Senior Scientist PM I	40.11	32	14.88%	5.97	12	26.67%	10.70	20	43.48%	17.44									
Senior Technical Scientist	37.56	0																	
Senior CADD Specialist	34.31	13	6.05%	2.07	5	11.11%	3.81	1	2.17%	0.75	3	6.67%	2.29	4	5.80%	1.99			
Scientist PM	42.95	0																	
Engineer PM II	42.95	0																	
Engineer PM I	36.78	0																	
Planning PM	35.74	0																	
Architect PM	38.17	0																	
Assistant PM Engineer II	39.67	0																	
Assistant PM Engineer I	35.32	29	13.49%	4.76							5	11.11%	3.92	24	34.78%	12.28			
Assistant PM Scientist	28.46	128	59.53%	16.94	28	62.22%	17.71	24	52.17%	14.85	36	80.00%	22.77	40	57.97%	16.50			
Engineer I	34.70	0																	
Scientist E1	27.43	0																	
Scientist E2	23.67	0																	
Administrative Managers	41.25	0																	
Senior Administrative Assistant	28.35	3	1.40%	0.40				1	2.17%	0.62	1	2.22%	0.63	1	1.45%	0.41			
Intern	16.78	0																	
TOTALS		215	100%	\$32.72	45	100%	\$32.21	46	100%	\$33.65	45	100%	\$29.61	69	100%	\$31.18	10	100%	\$55.34

HUFF & HUFF, INC.
SUMMARY OF INHOUSE DIRECT COSTS

Project: CMT Peck & Bricher Road

DIRECT

Task 01 - Wetland Delineation

Trips - Company	75 miles	x	1	x	\$ 0.545	=	\$	40.88
Tolls			4	x	\$ 1.50	=	\$	6.00
Task Total								\$ 46.88

Task 02 - Permitting

Trips - Company	75 miles	x	1	x	\$ 0.545	=	\$	40.88
Tolls	1 ea	x	4	x	\$ 1.500	=	\$	6.00
Task Total								\$ 46.88

Task 03 - PESA

Trips - Company	75 miles	x	1	x	\$ 0.545	=	\$	40.88
Tolls			4	x	\$ 1.50	=	\$	6.00
Reproduction	3 sets	x	150	x	\$ 0.03	=	\$	13.50
Color copies	3 sets	x	25	x	\$ 0.11	=	\$	8.25
Task Total								\$ 68.63

Task 04 - PSI/CCDD

Trips - Company	75 miles	x	2	x	\$ 0.545	=	\$	81.75
Tolls	1 ea	x	8	x	\$ 1.500	=	\$	12.00
Field kit	1 day	x	1	x	\$ 30.00	=	\$	30.00
pH Meter	1 day	x	1	x	\$ 10.00	=	\$	10.00
PID	1 day	x	1	x	\$ 100.00	=	\$	100.00
Task Total								\$ 233.75

Task 05 - QA/QA Project Admin

Task Total	\$	-
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GRAND TOTAL \$ 396.14

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HUFF & HUFF, INC.
SUMMARY OF OUTSIDE DIRECT COSTS
 Project: CMT Peck & Bricher Road

OUTSIDE

Task 01 - Wetland Delineation

Maps/Aerials	7	x	\$ 10.00	=		\$ 70.00
			Task Total			\$ 70.00

Task 02 - Permitting

Federal Express	2	x	\$ 20.00	=		\$ 40.00
EcoCAT Fee	1	x	\$ 511.75	=		\$ 511.75
			Task Total			\$ 551.75

Task 03 - PESA

Records Search Package	1	x	\$ 300.00	=		\$ 300.00
			Task Total			\$ 300.00

Task 04 - PSI/CCDD

Analytical						
VOC	1 ea	x	2 x \$ 155.00	=		\$ 310.00
BTEX	1 ea	x	4 x \$ 65.00	=		\$ 260.00
PNAs	1 ea	x	8 x \$ 115.00	=		\$ 920.00
RCRA total	1 ea	x	8 x \$ 85.00	=		\$ 680.00
RCRA splp	1 ea	x	2 x \$ 90.00	=		\$ 180.00
pH	1 ea	x	8 x \$ 20.00	=		\$ 160.00
			Task Total			\$ 2,510.00

Task 05 - QA/QA Project Admin

			Task Total			\$ -
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GRAND TOTAL \$ 3,431.75

HUFF & HUFF, INC.
SUMMARY OF SERVICES BY OTHERS
 Project: CMT Peck & Bricher Road

		<u>OUTSIDE</u>
<i>Task 01 - Wetland Delineation</i>	Task Total	\$ -
<i>Task 02 - Permitting</i>	Task Total	\$ -
<i>Task 03 - PESA</i>	Task Total	\$ -
<i>Task 04 - PSI/CCDD</i>	Task Total	\$ -
<i>Task 05 - QA/QA Project Admin</i>	Task Total	\$ -
	GRAND TOTAL	\$ -

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ATTACHMENT “B”

Sub-Consultant Agreement

Chicago Testing Laboratory, Inc.

**Scope and Man-hours for
Geotechnical Services**



Chicago Testing Laboratory, Inc.

30W114 Butterfield Road, Warrenville, IL 60555 p 630.393.CTL1 f 630.393.CTL7
18000 South Williams Street, Thornton, IL 60476 p 708.877.1801 f 708.877.6926
1348 Ridge Avenue, Elk Grove Village, IL 60007 p 847.228.1079 f 847.228.0633
P. O. Box 3395, Joliet, IL 60434 p 630.560.4464 f 630.560.4464

Testing • Inspection • Training • Consulting • Research • Geotechnical

www.chicagotestinglab.com
info@chicagotestinglab.com

June 29, 2018

Mr. Kelly Farley, P. E.
Crawford, Murphy & Tilly, Inc.
550 North Commons Drive, Suite 116
Aurora, Illinois 60504

Re: Request for Proposal - CTL Proposal No. EG18132
Geotechnical Exploration, Lab Testing and Engineering Services
Phase I/II Design of Intersection Improvements at Peck Road & Bricher Road
Kane County, Illinois

Dear Mr. Farley,

Please find the enclosed copy of Chicago Testing Laboratory's cost estimate proposal for the requested geotechnical exploration, lab testing and engineering services for the phase I/II design of intersection improvements at Peck Road and Bricher Road in Kane County, Illinois. Also included are a brief summary of our history and performance, and an outline of our capabilities.

We appreciate the opportunity to provide this proposal and look forward to working with you on this important project. With almost a century of heritage, and a reputation consistent with 100 years of materials testing and geotechnical expertise, CTL remains "best in class" for geotechnical engineering, construction materials testing and inspection, training, and research. We look forward to continuing to be a part of your team, and thank you for your time and consideration.

Sincerely,
CHICAGO TESTING LABORATORY, INC.

Donald K. Sisson
Project Manager / Geologist

**Phase I/II Design of Intersection Improvements at Peck
Road & Bricher Road
Kane County, Illinois**

Geotechnical Exploration, Lab Testing and Engineering

CTL Proposal No. EG18132



Chicago Testing Laboratory, Inc.



SUMMARY OF QUALIFICATIONS

Since 1912, the Chicago Testing Laboratory, Inc. has been a professional engineering consulting firm actively engaged in the research, consulting, testing, and inspection of construction materials. CTL continues to maintain its reputation as a leader in the field of materials testing and inspection, and is used by public agencies and private corporations worldwide for our analysis and testing expertise.

Chicago Testing Laboratory:

- Is a professional engineering consultant in the state of Illinois and Indiana, and is prequalified by the Illinois Department of Transportation and Indiana Department of Transportation.
- Has provided construction and materials expertise on numerous projects in the Chicago metro area.
- Contracts with the Illinois DOT for quality assurance of construction materials and bituminous mix designs.
- Has worked as a sub consultant to numerous prime consultants on Illinois DOT and Illinois State Toll Highway Authority projects, and provides materials inspection for dozens of villages and municipalities.
- Provides construction and materials training to agency, contractor and consultant personnel throughout the United States.

CTL is committed to the principles of quality – from design through the construction of pavement structures. With our independent locations, CTL strives to:

- Ensure customer satisfaction through meaningful process control
- Maintain a high level of Total Quality Management
- Maximize the quality and serviceability of today's construction projects

CTL has four full service laboratories in Illinois – in Elk Grove Village, Thornton, Joliet and Warrenville – all are Illinois DOT-approved. CTL's laboratories are AMRL and ASTM accredited, and staffed with IDOT Certified Technicians. CTL strives for successful completion of each project by providing well-qualified personnel to furnish superior quality.

CTL teaches and develops construction and materials testing training programs, including the IDOT QC/QA certification training courses. CTL has taught numerous national courses for different state, local, and federal agencies on the proper use of construction materials. Not only are CTL technicians QC/QA certified, but many are also IDOT QC/QA instructors.

CTL research activities have resulted in several ASTM test specifications, including the Abson asphalt recovery test (ASTM D1856) and the Root-Tunncliff method for evaluating stripping of asphalt mixtures (ASTM D 4867). Numerous other special tests and equipment have been developed in connection with special investigations and research studies for various clients and technical societies.



FIELD/LAB TESTING SERVICES

CTL is completely equipped to test and analyze asphalt, concrete, soils, steel, and other construction materials. CTL's technicians are certified and skilled in all aspects of field construction testing, from soil density to interstate paving inspection. CTL is qualified in performing geotechnical investigation, evaluation, and report writing in the state of Illinois and has successfully completed numerous projects in the past of various scope and scale.

For geotechnical exploration projects similar in scope and magnitude, CTL typically assigns:

- Engineering Technicians/Materials Testers - for reconnaissance, boring layout, pavement coring and temporary traffic control.
- Project Manager - for project planning and coordination of the investigation. The project manager is the primary contact to the client for all aspects of the project.
- Drilling Services – CTL plans to hire a reputable sub-contractor. CTL has an extensive work history with providers of geotechnical drilling services.
- Project Geologist/Sr. Engineering Technician – for observation, testing, documentation and sampling of soils encountered at the soil borings. Also prepares boring logs and a Geotechnical Summary Report for the investigation including the results of lab testing.
- Lab Testing Technicians – for lab testing of the soil samples. Tests expected include moisture content, grain size analysis, liquid/plastic limits and organic content.
- Geotechnical Engineer – for project scheduling and review of final results and developing geotechnical recommendations for the planned improvement project according to the IDOT Geotechnical Manual.

Included unit rates are based on the indicated scope of requested services.

PROJECT OVERVIEW

CTL understands that the objective of this project is to provide geotechnical exploration and lab testing needed to help characterize the existing pavement and subsurface soil and groundwater conditions in the vicinity of the intersection of Peck Road and Bricher Road. The pavement materials as well as soil materials encountered would be sampled and lab testing would be performed to determine engineering properties for the proposed design of the improvement project.

The proposed geotechnical exploration includes the following:

- 1) Soil borings performed at locations to be determined within the areas of proposed reconstruction and or widening of the roadways at the intersection. These borings would provide information about the existing soil materials and groundwater conditions. A total of six (6) soil



borings have been requested by *CMT*. Borings would be extended to a depth of 10 to 15 ft. below the existing ground surface (bgs).

2) The exploration includes A total of six (6) roadway pavement cores performed at location to be determined. The existing pavement section would be investigated directly by coring and the subbase aggregate (if encountered) and subgrade soil would also be investigated hand-augering and sampling. Each core would be extended to a maximum depth of 3 feet below the surface (if possible - depending on the materials and conditions encountered).

2) The lab testing program will focus on soil classification and suitability of the soils for use as roadway embankment according to the Standard Specification (SSRBC) article 205 and the Geotechnical Manual. Expected tests may include Moisture (ASTM D 2216) Grain Size Analysis (AASHTO T88), Liquid Limit (T89), Plastic Limit (T99), Soil Classification (AASHTO M145), Organic (T194) and Unconfined Compressive Strength (IDOT Rimac method & ASTM D2166). Illinois Modified Test methods contained in the Manual of Test Procedures will be used, as applicable. The lab testing program performed will be dependent on the materials encountered.

3) The results of all lab tests will be summarized in a final report including typed boring logs in CTL's standard format.

We anticipate a minimum of 1 day to layout the boring locations and perform site reconnaissance. The drilling and sampling will be completed in 2-3 days. Delayed groundwater level measurements are not included in this scope of work. Depending on weather, scheduling, utility location/conflict resolution and other unknown factors it may be possible to complete the field work within approximately 4 weeks after receiving notice to proceed (NTP).

The lab testing program is expected to require approximately 2 weeks and a summary report would typically be available within 4-5 weeks after completion of the field sampling.

Estimate

The estimate is based on full time daytime work scheduled on consecutive weekdays. If unforeseen conditions and restrictions, other than those mentioned herein, affect the reasonably regular scheduling of technicians, overtime charges may be incurred. Overtime unit rates would be increased to 1.5 times the standard unit rate for work performed on Monday through Saturday, while Sunday work will be at 2.0 times the standard unit rate. Work performed in excess to an 8 hour shift may also be subject to over time rate.

Travel / Vehicle unit rate is based on an estimated average 40 miles round trip to and from the project site to CTL (Warrenville) at reimbursement rate of \$0.555 per mile.

The estimated budget has been prepared using the 'Cost Plus Fixed Fee' spreadsheet provided by IDOT. An outline of Direct Costs and Services by Others has also been prepared. These calculations are enclosed with this proposal for your reference.

Estimated Budget Total = \$ 12,616.99



UNION AFFILIATIONS

Chicago Testing Laboratory, Inc. technicians (Field and Laboratory) have chosen to be represented by the IUOE Local 150 materials testers union. The addition of this bargaining agreement is reflected in the pricing and provisions shown in this proposal.



ACCEPTANCE

CTL Proposal No. EG18132

Reference: Geotechnical Exploration, Lab Testing and Engineering Services
Phase I/II Design of Intersection Improvements at Peck Road & Bricher Road
Kane County, Illinois

Estimated Budget Total = \$ 12,616.99

- Enclosures: -'Payroll Escalation Table..., Payroll Rates..., Subs..., Cost Plus Fixed Fee Cost Estimate..., Average Hourly Project Rates' (Total 6pp.)
- Breakdown of In-House Direct Costs etc... (2pp.)
- General Conditions (1p.)

Please sign and return this acceptance form as your agreement to proceed with the scope of work as indicated within the referenced proposal. By signing this form, you agree to remit payment to **CTL** at the rates listed in the referenced proposal and agree to the general conditions (1p.) attached.

Company Name: _____

Contact Name: _____

Address: _____

Telephone Number: _____

The following hereby authorize this agreement between the listed party and **CTL** for the services as defined in the proposal referenced above:

Company Authorized Representative:	CTL Representative:
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Date: _____	Date: _____



Founded 1912

Chicago Testing Laboratory, Inc.

30W114 Butterfield Road, Warrenville, IL 60555 p 630.393.CTL1 f 630.393.CTL7
18000 South Williams Street, Thornton, IL 60476 p 708.877.1801 f 708.877.6926
1348 Ridge Avenue, Elk Grove Village, IL 60007 p 847.228.1079 f 847.228.0633
P. O. Box 3395, Joliet, IL 60434 p 630.560.4464 f 630.560.4464

Testing • Inspection • Training • Consulting • Research • Geotechnical

www.chicagotestinglab.com
info@chicagotestinglab.com

**PAYROLL ESCALATION TABLE
ANNIVERSARY RAISES
COST PLUS FIXED FEE**

FIRM NAME
PRIME/SUPPLEMENT

Chicago Testing Laboratory, Inc.

DATE 06/29/18

PTB NO. _____

CONTRACT TERM 6 MONTHS
START DATE 8/1/2018
RAISE DATE 12/1/2018

OVERHEAD RATE 226.95%
COMPLEXITY FACTOR _____
% OF RAISE 3.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

3

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

0.75%

The total escalation for this project would be: **0.75%**

Subconsultants

FIRM NAME _____
 PRIME/SUPPLEMENT _____
 PSB NO. _____

DATE 06/29/18

NAME	Direct Labor Total	Contribution to Prime Consultant
i. e. xploreation, LLC	2,000.00	200.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
Total	2,000.00	200.00

AVERAGE HOURLY PROJECT RATES

FIRM Chicago Testing Laboratory, Inc.
 PTB _____
 PRIME/SUPPLEMENT _____

DATE 06/29/18

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Planning & Research			Recon/Layout/Utilities			Soil Borings & Cores			Lab Testing - Soil			Engineering		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Manager	32.49	0																	
Materials Tester II	37.78	29	38.16%	14.42				5	100.00%	37.78	24	66.67%	25.19						
Project Geologist	32.49	23	30.26%	9.83	2	66.67%	21.66				12	33.33%	10.83	2	11.11%	3.61	5	62.50%	20.31
Lab Technician	29.72	16	21.05%	6.26										16	88.89%	26.42			
Geotechnical Engine	40.30	8	10.53%	4.24	1	33.33%	13.43										3	37.50%	15.11
		0																	
		0																	
		0																	
		0																	
		0																	
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TOTALS		76	100%	\$34.75	3	100%	\$35.09	5	100%	\$37.78	36	100%	\$36.02	18	100%	\$30.03	8	100%	\$35.42

AVERAGE HOURLY PROJECT RATES

FIRM Chicago Testing Laboratory, Inc.
 PTB _____
 PRIME/SUPPLEMENT _____

DATE 06/29/18
 SHEET 2 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Report																	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Project Manager	32.49																		
Materials Tester II	37.78																		
Project Geologist	32.49	2	33.33%	10.83															
Lab Technician	29.72																		
Geotechnical Engine	40.30	4	66.67%	26.87															
TOTALS		6	100%	\$37.70	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

Peck Road & Bricher Road Intersection
 Kane County, Illinois
 CTL Proposal EG18132

Chicago Testing Laboratory, Inc.
 30 W 114 Butterfield Road
 Warrenville, IL 60031

Breakdown of Estimated In-House Direct Costs

6/29/2018

Item	Task Description	Unit Cost	Units	Rate
Planning	Site reconnaissance necessary for planning/ drill rig access etc...			
	-Daily Mileage (per vehicle)	\$0.555	40	\$22.20
	Total Daily Cost (per vehicle)			\$22.20
	Total Vehicle days		1	
	Total Planning Cost			\$22.20 ←
Recon / Layout	Layout boring and core locations			
	Coordinate Utility Location/ Joint Meet			
	-Daily Mileage (per vehicle)	\$0.555	40	\$22.20
	Total Daily Cost (per vehicle)			\$22.20
	Total Vehicle days		1	
	Total Layout Cost			\$22.20 ←
Field Work / Sampling	Drilling & Traffic Control Personnel			
	-Daily Mileage (per vehicle)	\$0.555	40	\$22.20
	Total Daily Cost (per vehicle)			\$22.20
	Total Vehicle days		5	
	Subtotal cost (Drilling)			\$111.00
	Pavement Cores			
	-Core Equipment (per day)	\$ 250.00	1	\$ 250.00
	Backfill Boring and Pavement Core holes			
	-Bentonite pellets (per bucket)	\$ 25.00	0	\$0.00
	-Patch (pkg - Non Shrink Grout)	\$ 30.00	2	\$60.00
	Subtotal cost (Pavement Cores)			\$310.00
	Total cost			\$421.00 ←
Lab Testing	Miscellaneous Lab Supplies			
	-Supplies (lump sum)	\$30.00	1	\$30.00
	Total Lab Testing Cost			\$30.00 ←
Engineering	Miscellaneous Supplies/Drafting			
	-Supplies (lump sum)	\$30.00	1	\$30.00
	Total Engineering Cost			\$30.00 ←
Report	Miscellaneous Office Supplies/Reporting			
	-Supplies (lump sum)	\$30.00	1	\$30.00
	Total Report Cost			\$30.00 ←

Peck Road & Bricher Road Intersection
 Kane County, Illinois
 CTL Proposal EG18132

Chicago Testing Laboratory, Inc.
 30 W 114 Butterfield Road
 Warrenville, IL 60031

Breakdown of Estimated Outside Direct Costs

6/29/2018

Item	Task Description	Unit Cost	Units	Rate
Field Work				
	-Arrow Board/Sign Rental (per day)	\$ 125.00	2	\$250.00
Total Outside Direct Costs				\$250.00 ←

Breakdown of Estimated Cost of Services By Others

Item	Task Description	Unit Cost	Units	Rate
Field Work				
	Drill Rig Mobilization			
	-Mobilization (Lump Sum)	\$ 320.00	1	\$320.00
	Drilling & Sampling (per rig hour)			
	-(Includes drill crew of 2 operators)	\$ 210.00	8	\$1,680.00
Total Cost of Services By Others				\$2,000.00 ←



GENERAL CONDITIONS

ACCESS TO PREMISES

Unless otherwise agreed, the Client will furnish CTL with right-of-access to the site in order to conduct the planned exploration. CTL will take reasonable precautions to minimize damage to the site due to our operations, but have not included in the fee the cost of restoration of any damage resulting from the operations. If the Client desires, we will restore any damage to the site and add the cost of restoration to the fee.

INSURANCE

CTL maintains Insurance in conformance with state law. CTL maintains Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury (limit \$1,000,000 each occurrence, \$1,000,000 aggregate) property damage (limit \$1,000,000 each occurrence, \$1,000,000 aggregate) and professional liability insurance.

If the client placed greater responsibility upon CTL requires further insurance coverage, if specifically so directed, will take out additional insurance (if procurable) to protect us at the client's expense. We shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of our insurance.

LIMITATION OF PROFESSIONAL LIABILITY

The Client recognizes the inherent risks connected with construction. In performing our professional services, we will use the degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of our profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the proposal for consulting service or by furnishing oral or written reports of the findings made. It is agreed that the Client will limit any and all liability, claim for damages, cost of defense or expenses to be levied against us on account for any design defect, error, omission, or professional negligence to a sum not to exceed \$50,000, or the amount of our fees, whichever is less.

SUBCONSULTING AND SUBCONTRACTING

CTL may obtain the services of a qualified subcontractor or subconsultant to perform any necessary work.

INVOICES

Progress invoices will be submitted to the client monthly and a final bill will be submitted upon completion of the services. Invoices will show charges for different

personnel and expense classifications. Each invoice is due on presentation and is past due thirty (30) days from the invoice date. The client agrees to pay a finance charge of 1 ½ % per month, or the maximum rate allowed by law on past due accounts.

The client's obligation to pay for the work contracted is in no way dependent upon the client's ability to obtain financing, zoning, approval of governmental or regulatory agents, or upon the client's successful completion of the project.

WE RESERVE THE RIGHT TO SUSPEND OR TERMINATE WORK OR WITHHOLD REPORTING UPON FAILURE OF CLIENT TO PAY INVOICES AS DUE.

TEST REPORTING & DATA

Results, conclusions and/or reports are achieved under laboratory conditions. Materials supplied by the client, conditions and equipment utilized in laboratory evaluations may or may not be representative of those in the field. Test results are accurate for the materials as delivered and are performed based on client requested or typically required test methods. No guarantee is expressed or implied that results will meet prevailing specifications or expectations.

Chicago Testing Laboratory results shall not be used for marketing or advertising purposes without the expressed written consent of CTL.

HAZARDOUS MATERIALS

It will be the duty of the client to notify CTL of any hazardous or potentially hazardous materials that may be encountered on the site or delivered to the laboratory. Any materials not designated as hazardous, and determined to be hazardous, whether encountered in the field or in the laboratory, CTL's sole duty shall be to notify the client. Disposal shall be the responsibility of the client. Additional charges may be levied in order to deal with any hazardous materials.

SAMPLE STORAGE

Samples, whether taken by CTL or delivered to the laboratory, will be stored no longer than 30 days*. Arrangements can be made for extended storage; any request for longer storage may require additional charges.

*Depending on sample type



March 16, 2018

Kane County Government Center
Purchasing Department, Bldg. A
719 S Batavia Avenue
Geneva, IL 60134
purchasing@countyofkane.org

Attn: Theresa Dobersztyn, C.P.M., CPPB
Director of Purchasing

To Whom It May Concern:

Re: Contractor Disclosure Acknowledgement Kane County
Code, Article III, Division 3, Section 2-211

In compliance with the above referenced disclosure requirements, I hereby state:

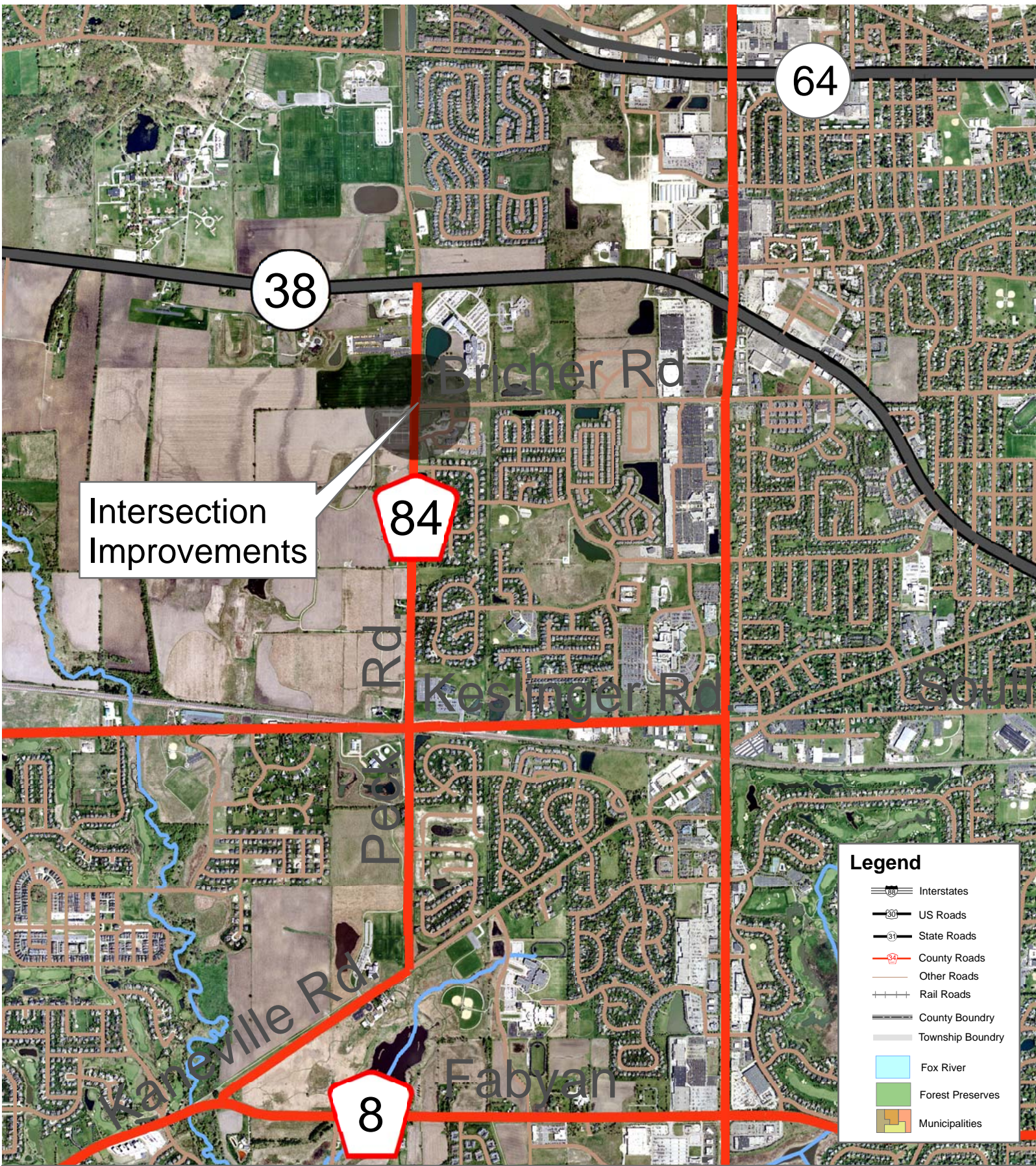
As of January 1, 2018, those with a beneficial interest of 5% or more in Crawford, Murphy & Tilly, Inc. are as follows:

- Daniel R. Meckes 1732 Greening Ln, St Louis, MO 63122 6.46%

In the previous year of 2017, Crawford, Murphy & Tilly, Inc. made a contribution of \$500 to Friends for Lauzen to attend a Chicago Cruise event. Additionally, one of our managers made a \$125 contribution to Kane County Chairman Chris Lauzen's campaign during the course of an appreciation event. Hence the total of these contributions was \$625 in 2017.

A handwritten signature in blue ink that reads "Tom Roy".

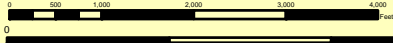
Thomas W. Roy, CPA
Sr. Vice President



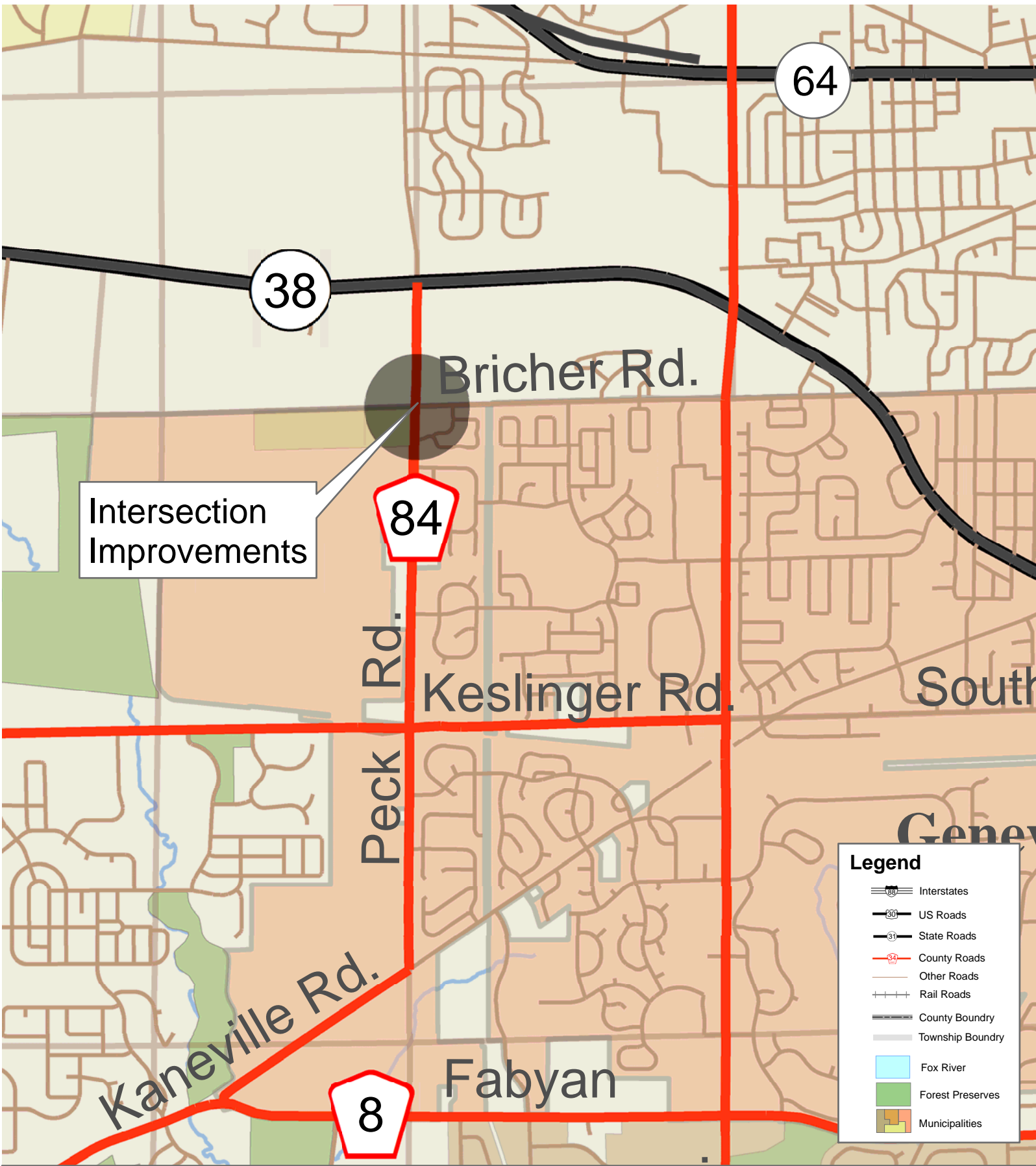
Legend

- Interstates
- US Roads
- State Roads
- County Roads
- Other Roads
- Rail Roads
- County Boundary
- Township Boundary
- Fox River
- Forest Preserves
- Municipalities

Section Number 18-00495-00-CH
 Peck Road at Bricher Road
 Intersection Improvements



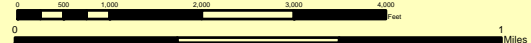
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Legend

- Interstates
- US Roads
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- Rail Roads
- County Boundary
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- Fox River
- Forest Preserves
- Municipalities

Section Number 18-00495-00-CH
 Peck Road at Bricher Road
 Intersection Improvements



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RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving an Intergovernmental Agreement with the State of Illinois for Phase III Construction for Main Street Road at Deerpath Road Intersection Improvement, Kane County Section No. 14-00448-00-CH

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: N/A
If not budgeted, explain funding source: N/A	

Summary:

The City of Batavia and County have work together to complete engineering and land acquisition for the proposed Main Street Road at Deerpath Road intersection improvement. Attached is an intergovernmental agreement with IDOT that will provide for Federal reimbursement towards the majority of the Main Street Road at Deerpath Road intersection improvements. Federal STU funds will provide an estimated \$1,629,485 (75%) of the total \$2,172,674 estimated project cost. As per the draft IGA towards the construction phase, the 25% local match will be split equally between the City of Batavia (12.5%) and Kane County (12.5%). The total combined local match is estimated at \$543,189 (25%) and staff recommends that a 25% contingency (\$135,797) be added for a total estimated local share of \$678,986.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

**APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS
FOR PHASE III CONSTRUCTION FOR MAIN STREET ROAD AT DEERPATH ROAD
INTERSECTION IMPROVEMENT, KANE COUNTY SECTION NO. 14-00448-00-CH**

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and the Illinois Compiled Statutes, (5 ILCS 220/1, *et seq.*) authorizes the County of Kane (County) and the State of Illinois (State) to cooperate in the performance of their respective duties and responsibilities by contract and other agreements; and

WHEREAS, the County and the State (through its Illinois Department of Transportation) desire to cooperate among themselves to accomplish the Kane County Highway No. 10 (Main Street Road) at Deerpath Road Intersection Improvement, (Kane County Section No. 14-00448-00-CH), (hereinafter referred to as the "Improvement"); and

WHEREAS, the County and the State desire to undertake Phase III Construction for the Improvement at an estimated cost of \$2,172,674.00; and

WHEREAS, the Improvement is deemed by the County and the State to be of immediate benefit to the residents of the County of Kane and the State of Illinois in that it shall facilitate the efficient movement of traffic and provide for the safety of the motoring public; and

WHEREAS, the County and the State have determined a mutually satisfactory allocation of responsibilities and costs for said Improvement as set forth in an intergovernmental agreement with the State (a copy of which is on file with the Kane County Clerk's Office), with the County's share of the Phase III Construction cost estimated to be \$543,189.00; and

WHEREAS, the County deems it prudent to include in its estimated cost for the Phase III Construction of the Improvement, a contingency of twenty five percent (\$135,797.00) for a total County cost estimate of Six Hundred Seventy-Eight Thousand, Nine Hundred Eighty-Six Dollars (\$678,986.00).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute an intergovernmental agreement(s) with the State of Illinois acting through the Illinois Department of Transportation for Phase III Construction for the Improvement.


Passed by the Kane County Board on August 14, 2018.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:

18-08 MainDeerpathLAA

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency County of Kane	State Contract	Day Labor	Local Contract	RR Force Account
	Section 14-0044800-CH	Fund Type	ITEP, SRTS, or HSIP Number(s)		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
91-145-18	WRWC(720)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

Location

Local Name Main Street Road Route CH 10 Length _____
 Termini at Deerpath Road

Current Jurisdiction County of Kane TIP Number 09-14-0018 Existing Structure No _____

Project Description

Intersection improvements

Division of Cost

Type of Work	STU	%	%	LPA	%	Total
Participating Construction	1,629,485	()	()	543,189	()	2,172,674
Non-Participating Construction		()	()		()	
Preliminary Engineering		()	()		()	
Construction Engineering		()	()		()	
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials		()	()		()	
TOTAL	\$ 1,629,485			\$ 543,189		\$ 2,172,674

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of LPA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month.
 METHOD C---LPA's Share bal _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LPA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** 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.). In the absence of a USDOT – approved **LPA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the **STATE** is reimbursing the **LPA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map, Number 2 – LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable)

The **LPA** further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

APPROVED

Local Public Agency

APPROVED

State of Illinois
Department of Transportation

Christopher J. Lauzen

Name of Official (Print or Type Name)

Randall S. Blankenhorn, Secretary of Transportation

Date

County Board Chair

Title (County Board Chairperson/Mayor/Village President/etc.)

By:

Erin Aleman, Director of Planning & Programming

Date

Erin Aleman, Director of Planning & Programming

Date

Philip C. Kaufmann, Chief Counsel

Date

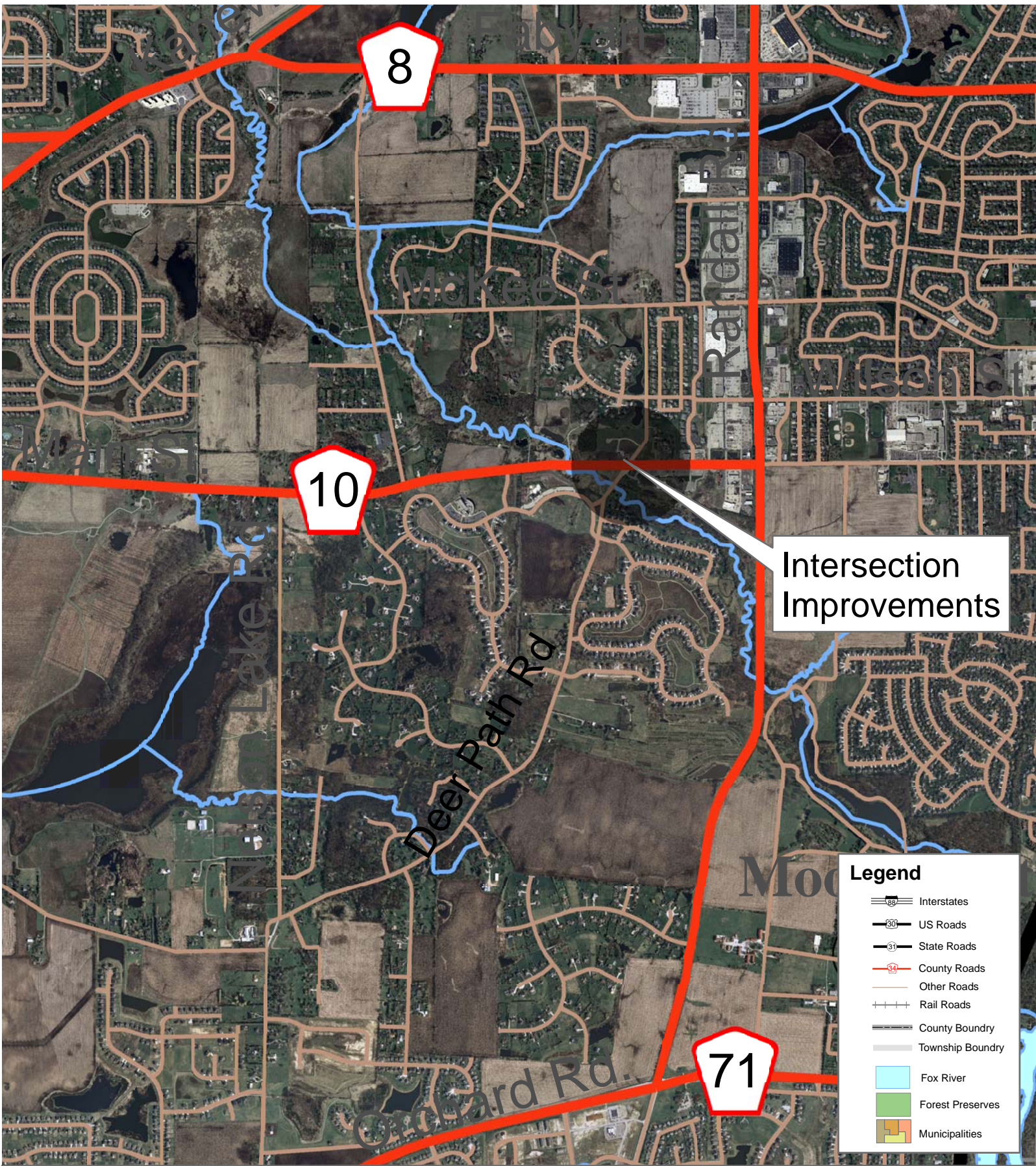
Jeff Heck, Chief Fiscal Officer (CFO)

Date

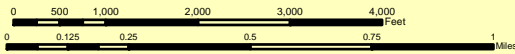
The above signature certifies the agency's TIN number is 36-6006585 conducting business as a Governmental Entity.

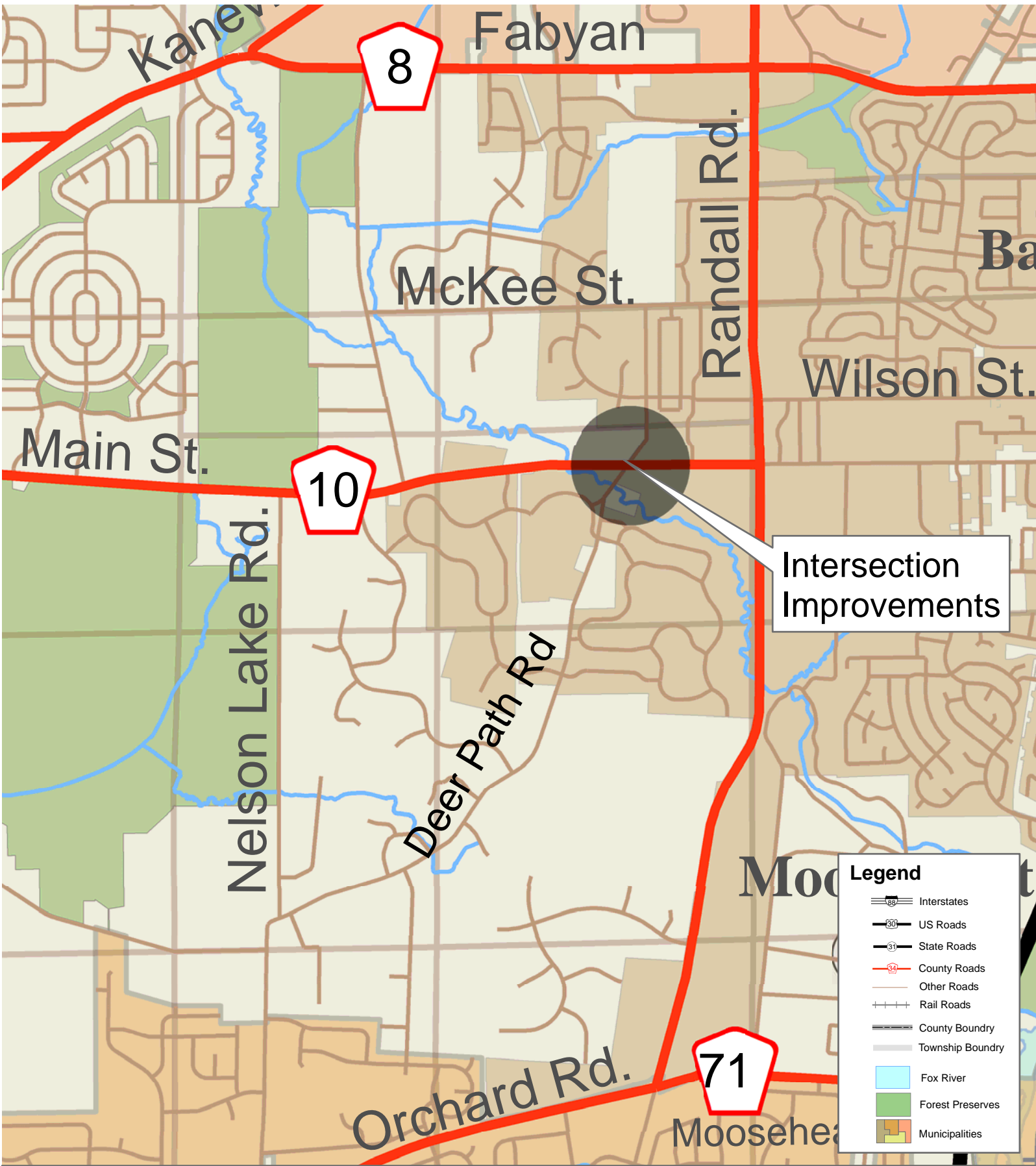
DUNS Number 945248565

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.



Main Street Road at Deerpath Road



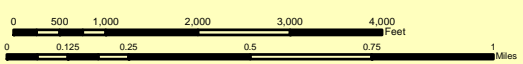


Intersection Improvements

Legend

- Interstates
- US Roads
- State Roads
- County Roads
- Other Roads
- Rail Roads
- County Boundry
- Township Boundry
- Fox River
- Forest Preserves
- Municipalities

Main Street Road at Deerpath Road





RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving an Intergovernmental Agreement with the State of Illinois for Phase III Construction for HSIP Stage 3 and Adaptive Signal Control System, Randall Road - North County Line to Silver Glen Road, Kane County Section No. 14-00441-00-TL

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: N/A
If not budgeted, explain funding source: N/A	

Summary:

Attached is an intergovernmental agreement with IDOT that will provide for Federal reimbursement towards the majority of the Adaptive Signal Control/Highway Safety Improvements along the Randall Road Corridor between North County Line and Silver Glen Road. In order to facilitate work within the same general corridor location and to minimize conflicts during construction, the safety improvements (including flashing yellow arrow) and Adaptive Signal Control have been combined into one project.

Federal Congestion Mitigation and Air Quality (CMAQ) funds of \$992,700 and Federal Highway Safety Improvement Program (HSIP) funds of \$1,800,900 are available for a total Federal cost participation estimated at \$2,793,600 (67%) of the total project cost of \$4,164,953. The total local (County) contribution is estimated to be \$1,371,353 (33%). Staff recommends that a 25% contingency (\$342,838) be added for a total estimated local share of \$1,714,191.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS FOR PHASE III CONSTRUCTION FOR HSIP STAGE 3 AND ADAPTIVE SIGNAL CONTROL SYSTEM, RANDALL ROAD - NORTH COUNTY LINE TO SILVER GLEN ROAD, KANE COUNTY SECTION NO. 14-00441-00-TL

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and the Illinois Compiled Statutes, (5 ILCS 220/1, *et seq.*) authorizes the County of Kane (County) and the State of Illinois (State) to cooperate in the performance of their respective duties and responsibilities by contract and other agreements; and

WHEREAS, the County and the State (through its Illinois Department of Transportation) desire to cooperate among themselves to accomplish the safety improvements and the Adaptive Signal Control System for Kane County Highway No. 34 (Randall Road), (Kane County Section No. 14-00441-00-TL), (hereinafter referred to as the "Improvement"); and

WHEREAS, the County and the State desire to undertake Phase III Construction Improvement at an estimated cost of (\$4,164,953.00); and

WHEREAS, the Improvement is deemed by the County and the State to be of immediate benefit to the residents of the County of Kane and the State of Illinois in that it shall facilitate the efficient movement of traffic and provide for the safety of the motoring public; and

WHEREAS, the County and the State have determined a mutually satisfactory allocation of responsibilities and costs for said Improvement as set forth in an intergovernmental agreement with the State (a copy of which is on file with the Kane County Clerk's Office), with the County's share of the Phase III Construction cost estimated to be \$1,371,353.00; and

WHEREAS, the County deems it prudent to include with the County's estimated Phase III Construction cost for the improvement a contingency of twenty five percent (\$342,838.00) for a total estimated County Phase III Construction cost of One Million Seven Hundred Fourteen Thousand One Hundred Ninety One Dollars (\$1,714,191.00).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute an intergovernmental agreement(s) with the State of Illinois acting through the Illinois Department of Transportation for Phase III Construction for the Improvement.


Passed by the Kane County Board on August 14, 2018.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:

18-08 RandallASCLAA

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency	State Contract	Day Labor	Local Contract	RR Force Account
	County of Kane	X			
	Section	Fund Type		ITEP, SRTS, or HSIP Number(s)	
	14-000441-00-TL	HSIP/CMAQ			
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
91-415-15	JHP9(493)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

Location

Local Name Randall Road Route CH 34 Length 12.81

Termini County Line to Silver Glen Rd

Current Jurisdiction County of Kane TIP Number 09-14-0004 Existing Structure No _____

Project Description

Adaptive Signal Control and various safety countermeasures along the corridor

Division of Cost

Type of Work	HSIP	%	CMAQ	%	LPA	%	Total
Participating Construction	1,800,900	(90)	992,700	(80)	1,371,353	(*)	4,164,953
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials		()		()		()	
TOTAL	\$ 1,800,900		\$ 992,700		\$ 1,371,353		\$ 4,164,953

*Required local match for HSIP \$200,000, Required local match for CMA \$248,175

*Additional local only funds \$923,078

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of LPA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month.
 METHOD C---LPA's Share bal _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LPA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** 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.). In the absence of a USDOT – approved **LPA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the **STATE** is reimbursing the **LPA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map, Number 2 – LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable)

The **LPA** further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Christopher J. Lauzen

Name of Official (Print or Type Name)

County Board Chair

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is 36-6006585 conducting business as a Governmental Entity.

DUNS Number 945248565

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary of Transportation Date

By:

Erin Aleman, Director of Planning & Programming Date

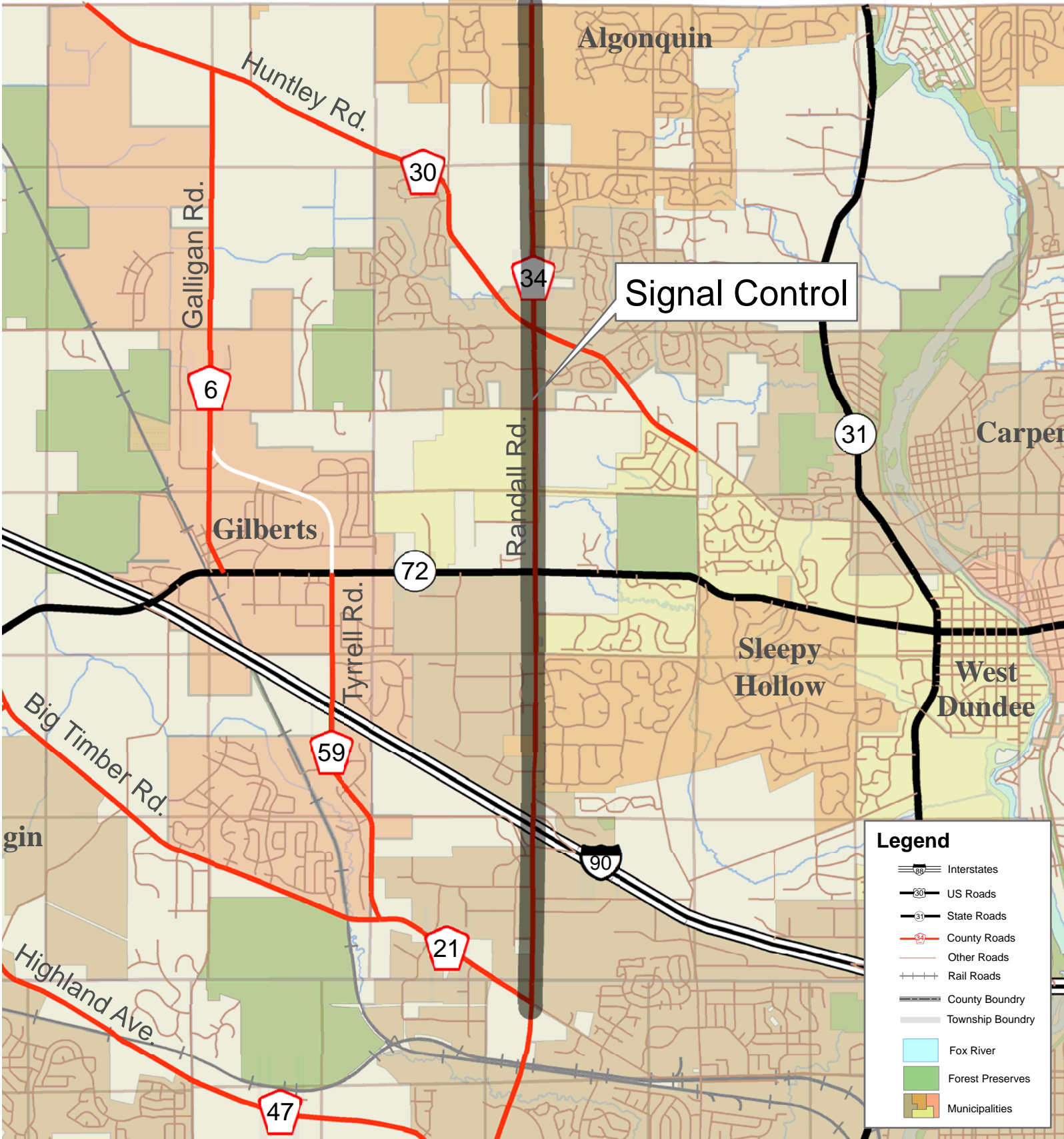
Erin Aleman, Director of Planning & Programming Date

Philip C. Kaufmann, Chief Counsel Date

Jeff Heck, Chief Fiscal Officer (CFO) Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

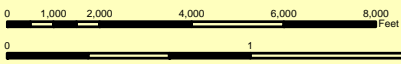
N. County Line Rd.



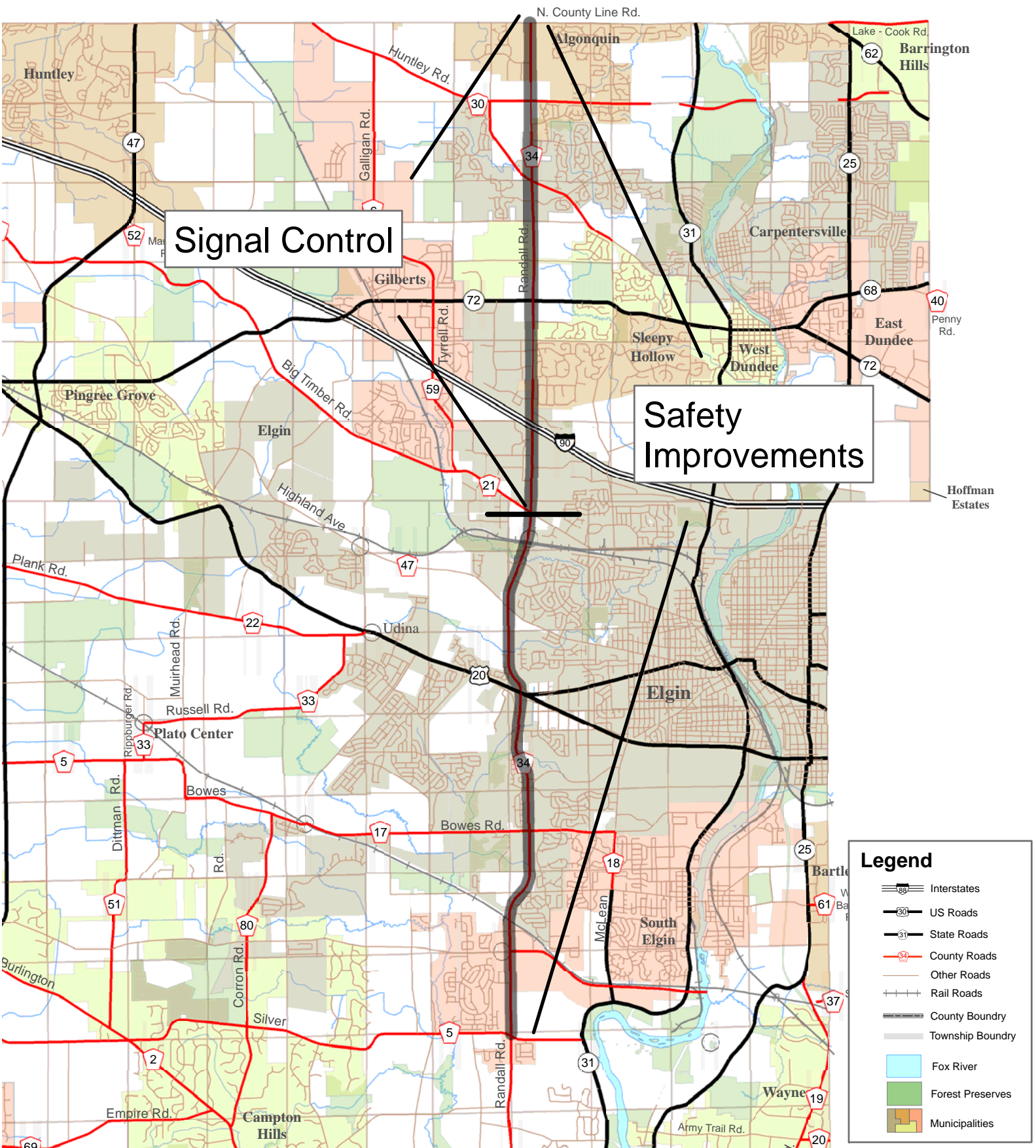
Legend

- Interstates
- US Roads
- State Roads
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- Other Roads
- Rail Roads
- County Boundary
- Township Boundary
- Fox River
- Forest Preserves
- Municipalities

Section Number 14-00441-00-TL
 Randall Road - Big Timber Road to
 North County Line Road



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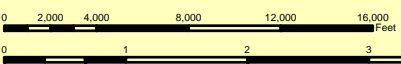
Signal Control

Safety Improvements

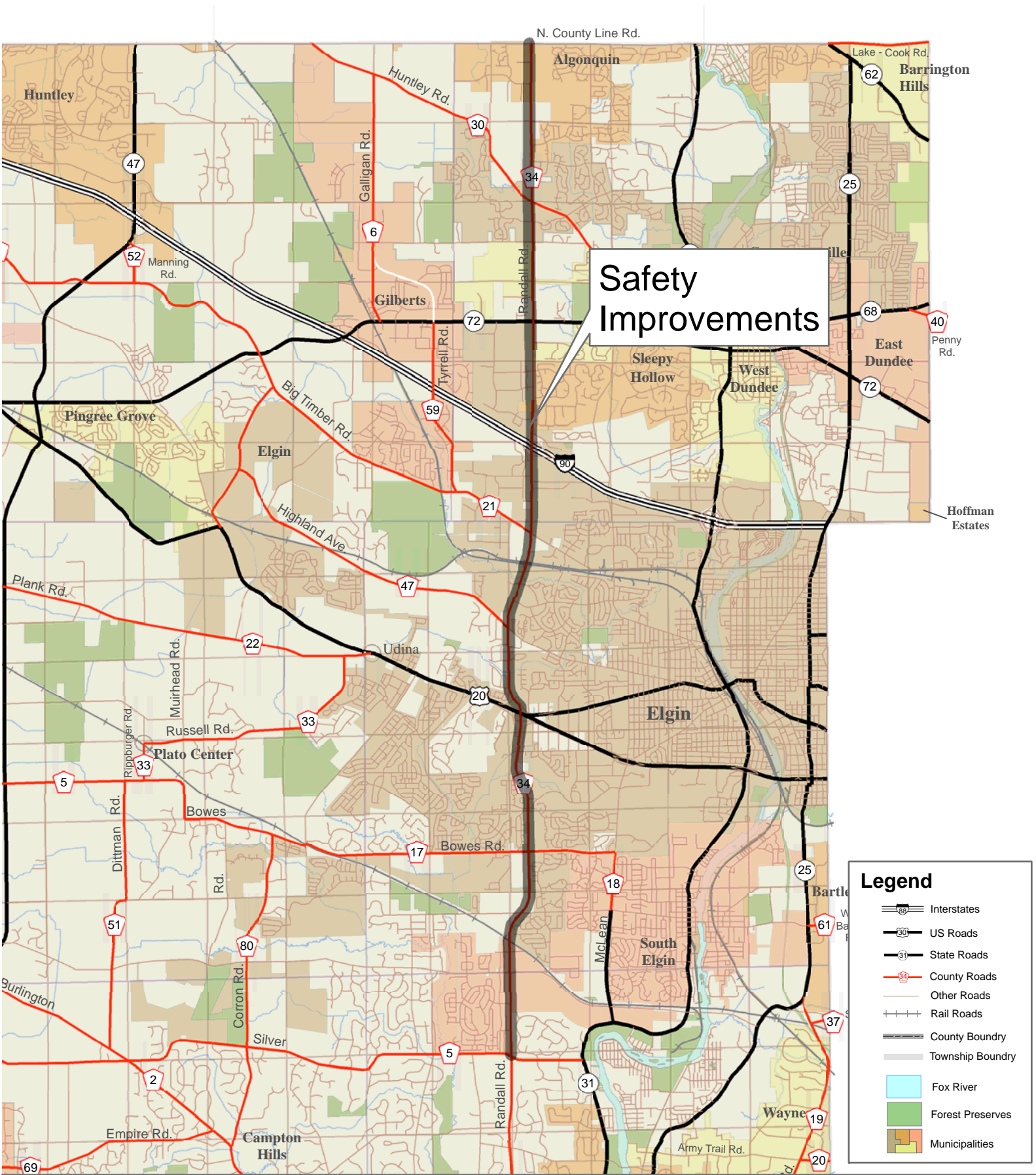
Legend

- Interstates
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- Forest Preserves
- Municipalities

Section Number 14-00441-00-TL
Adaptive Signal Control Improvements
Randall Road - Silver Glen Road to North County Line Road



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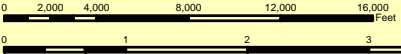


Safety Improvements

Legend

- Interstates
- US Roads
- State Roads
- County Roads
- Other Roads
- Rail Roads
- County Boundary
- Township Boundary
- Fox River
- Forest Preserves
- Municipalities

Section Number 14-00436-00-SP
Randall Road - Silver Glen Road to
North County Line Road





RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving a Phase III Engineering Services Agreement with Alfred Benesch & Company, Inc. of Naperville, Illinois for Highway Safety Improvement Project (HSIP) Stage 3, Randall Road from Silver Glen Road to County Line Road, Kane County Section No. 14-00441-00-TL

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$609,099.82
If not budgeted, explain funding source: N/A	

Summary:

The Randall Road from Silver Glen Road to North County Line Road Stage 3 Highway Safety improvement will improve 27 intersections with the modification of traffic signals (flashing yellow arrow), street lights, sidewalk ramps, pedestrian crossings, and adaptive signal control. Staff utilized the qualifications-based consultant selection process to review 10 Statements of Interest and interviewed 3 firms before selecting Alfred Benesch Company for the Phase III Construction Engineering Services. The negotiated contract is for an amount not to exceed \$609,099.82. Information regarding the QBS process and selection details may be found on the KDOT website.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

APPROVING A PHASE III ENGINEERING SERVICES AGREEMENT WITH ALFRED BENESCH & COMPANY, INC. OF NAPERVILLE, ILLINOIS FOR HIGHWAY SAFETY IMPROVEMENT PROJECT (HSIP) STAGE 3, RANDALL ROAD FROM SILVER GLEN ROAD TO COUNTY LINE ROAD, KANE COUNTY SECTION NO. 14-00441-00-TL

WHEREAS, Phase III Engineering services are required for the proposed Highway Safety Improvement Project Stage 3 and Adaptive Signal Control for Kane County Highway No. 34 (Randall Road), (Kane County Section No. 14-00441-00-TL), (herein referred to as the "Improvement"); and

WHEREAS, in order to accomplish the Improvement, it is necessary to retain the services of a professional engineering firm to provide Phase III Engineering services therefor; and

WHEREAS, Alfred Benesch & Company, Inc., 1230 E. Diehl Road, Suite 109, Naperville, Illinois 60563 has experience and professional expertise in Phase III Engineering and is willing to perform the required services for an amount not to exceed \$609,099.82 as set forth in the Phase III Engineering services agreement (a copy of which is on file with the County Clerk's Office).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute a Phase III Engineering services agreement with Alfred Benesch & Company, Inc., for the Improvement.

BE IT FURTHER RESOLVED that the Kane County Board hereby appropriates the not to exceed sum of Six Hundred Nine Thousand, Ninety-Nine Dollars and 82/100 (\$609,099.82) from Transportation Sales Tax Fund #305, Line Item #50140 (Engineering Services) to pay for said Phase III Engineering services for the Improvement.

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
305.520.527.50140	Engineering Services	Yes	Yes	

Passed by the Kane County Board on August 14, 2018.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:

18-08 HSIPAlfredBeneschPHIII

**AN AGREEMENT BETWEEN THE COUNTY OF KANE
AND ALFRED BENESCH AND COMPANY
FOR THE
RANDALL ROAD - SILVER GLEN TO COUNTY LINE ROAD
HSIP STAGE 3 IMPROVEMENT
SECTION NUMBER-14-00441-00-TL**

PURCHASE ORDER #2018-xxx

This AGREEMENT made this 14^h day of August 2018 between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the “COUNTY”), and Alfred Benesch and Company, an Illinois corporation and licensed professional engineering firm, with offices at 205 North Michigan Ave, Suite 2400 Chicago, Illinois 60601 (hereinafter referred to as the “ENGINEER”). The COUNTY and the ENGINEER are sometimes hereinafter collectively referred to as the “PARTIES” and individually as a “PARTY”.

WITNESSETH

WHEREAS, it is deemed to be in the best interest of the COUNTY and the motoring public to provide construction observation services for COUNTY highway construction projects (hereinafter referred to as the “PROJECT”); and,

WHEREAS, in order to provide construction observation services for COUNTY highway projects, it is necessary to retain the services of a professional engineering firm to perform said services for the PROJECT for the duration of the project, and,

WHEREAS, the ENGINEER has experience and professional expertise in construction observation services and is willing to perform said services for the PROJECT for a total amount not to exceed Six Hundred Nine Thousand Ninety Nine dollars and Eighty Two cents (\$609,099.82); and

WHEREAS, the COUNTY has determined that it is in the COUNTY’S best interest to enter into this AGREEMENT with the ENGINEER.

NOW, THEREFORE, in consideration of the above stated preambles, the mutual covenants and agreements herein set forth, the PARTIES do hereby mutually covenant, promise, agree and bind themselves as follows:

1.0 INCORPORATION

- 1.1 All of the preambles set forth hereinabove are incorporated into and made part of this AGREEMENT.

2.0 SCOPE OF SERVICES

2.1 Services for the PROJECT are to be provided by the ENGINEER according to the specifications set forth in Exhibit "A" which is attached hereto and incorporated herein. The services are sometimes hereinafter also referred to as the "work".

3.0 NOTICE TO PROCEED

3.1 Authorization to proceed with the work described and as otherwise set forth in Exhibit "A" shall be given on behalf of the COUNTY by the Kane County Engineer, in the form of a written notice to proceed (hereinafter "Notice to Proceed"), following execution of this Agreement by the County Board Chairman of the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

4.1 The prior written approval of the Kane County Engineer shall be required before any technical sub-consultants are hired by the ENGINEER to perform any of the work.

4.2 Any such sub-consultants shall be hired and supervised by the ENGINEER and the ENGINEER shall be solely responsible for any and all work performed by said sub-consultants in the same manner and with the same liability as if performed by the ENGINEER.

5.0 TIME FOR PERFORMANCE

5.1 The ENGINEER shall commence work on the PROJECT as directed in the Notice to Proceed. The COUNTY is not liable and will not pay the ENGINEER for any work performed prior to the date of the Notice to Proceed or after termination of this AGREEMENT.

5.2 Within ten (10) days after the Notice to Proceed is mailed or otherwise transmitted to the ENGINEER, the ENGINEER shall submit a schedule for completion of the PROJECT. The schedule is subject to approval by the County Engineer.

6.0 COMPENSATION

6.1 The COUNTY shall only pay the ENGINEER for work performed and shall pay only in accordance with the provisions of this AGREEMENT.

6.2 For work performed, the COUNTY shall pay the ENGINEER based upon the hourly rates set forth in Exhibit "B", which is attached hereto and incorporated herein and which rates includes overhead and profit.

- 6.3 For direct expenses, the COUNTY shall pay the ENGINEER for supplies and materials required for the completion of all work defined in the exhibit(s) attached hereto.
- 6.4 For direct expenses, the ENGINEER shall include copies of receipts from suppliers for expendable materials with its invoice to the COUNTY. Computer charges will not be allowed as direct expenses.
- 6.5 Within 45 days of receipt, review and approval of properly documented invoices, the COUNTY shall pay or cause to be paid to the ENGINEER partial payments of the compensation specified in this AGREEMENT. Payment will be made in the amount of sums earned less previous partial payments. However, the COUNTY reserves the right to hold back a sum equal to five percent (5%) of the total contract sum to ensure performance satisfactory to the Kane County Engineer.
- 6.6 Total payments to the ENGINEER under the terms of this AGREEMENT shall not exceed Six Hundred Nine Thousand Ninety Nine dollars and Eighty Two cents (\$609,099.82).
- 6.7 The ENGINEER shall use the COUNTYs Automatic Clearing house payment program. Any payments to the ENGINEER shall be made by the COUNTY'S Automatic Clearing house (ACH) payment program. The ENGINEER shall use and complete the vendor agreement. Found at <http://www.countyofkane.org/Documents/Finance%20Department/Vendor%20Information/achBrochure.pdf>

7.0 DELIVERABLES.

- 7.1 The ENGINEER shall provide the COUNTY, prior to the termination of this AGREEMENT, or at such time as the Kane County Engineer directs, any required deliverables related to work performed under this AGREEMENT.
- 7.2 Upon receipt, review and acceptance of all deliverables by the COUNTY (if required), final payment will be made to the ENGINEER by the COUNTY.

8.0 ENGINEER'S INSURANCE

- 8.1 The ENGINEER shall, during the term of this AGREEMENT and as may be required thereafter, maintain, at its sole expense, insurance coverage including:
 - A. Worker's Compensation Insurance in the statutory amounts.
 - B. Employer's Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) each accident/injury and Five Hundred Thousand Dollars (\$500,000) each employee/disease.
 - C. Commercial General Liability Insurance, (including contractual liability) with limits of not less than One Million Dollars (\$1,000,000) per occurrence bodily

injury/property damage combined single limit; Two Million Dollars (\$2,000,000) excess liability coverage in the aggregate for injury/property damage combined single limit and Two Million Dollars (\$2,000,000) in the aggregate for products-completed operations.

- D. Commercial Automobile Liability Insurance with minimum limits of at least One Million Dollars (\$1,000,000) for any one person and One Million Dollars (\$1,000,000) for any one occurrence of bodily injury or property damage.
 - E. Professional Errors and Omissions Insurance with a minimum limit of One Million Dollars (\$1,000,000).
- 8.2 It shall be the duty of the ENGINEER to provide to the COUNTY copies of the ENGINEER'S certificates of insurance before issuance of the Notice to Proceed. The certificate of insurance shall provide the following:
- A. The County of Kane shall be listed as the certificate holder.
 - B. The Section Number as contained in the title of this Agreement.
 - C. The Purchase Order Number as set forth on page one of this Agreement.
- 8.3 The ENGINEER shall provide the COUNTY and maintain a certificate of insurance for its General Liability Policy which certificate shall include the COUNTY as additional named insured. The additional insured endorsement included on the ENGINEER'S Commercial General Liability policy will provide the following:
- A. That the coverage afforded the additional insured will be primary insurance for the additional insured with respect to claims arising out of operations performed by or on behalf of the ENGINEER;
 - B. That if the additional insured has other insurance which is applicable to the loss, such other insurance will be only on an excess or contingent basis;
 - C. That the amount of the ENGINEER'S liability under the insurance policy will not be reduced by the existence of such other insurance; and,
 - D. That the certificate of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, nor renewal refused until at least thirty (30) days prior written notice has been given to COUNTY.
- 8.4 The insurance required to be purchased and maintained by ENGINEER shall be provided by an insurance company acceptable to the County with an AM Best rating of A- or better, and licensed to do business in the State of Illinois; and shall include at least the specified coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater.

In no event shall any failure of the COUNTY to receive policies or certificates of insurance or to demand receipt of the same be construed as a waiver of the ENGINEER'S obligation to obtain and keep in force the required insurance.

9.0 INDEMNIFICATION.

- 9.1 To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the COUNTY, and its officials, directors, officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including but not limited to court costs and attorney's fees, arising out of or resulting from performance of the work, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the ENGINEER, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, excluding any proportionate amount of any claim, damage, loss or expense which is caused by the negligence of the COUNTY. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity, which would otherwise exist as to a PARTY or person described in this paragraph. In claims against the COUNTY and its officials, directors, officers, agents, and employees by an employee of the ENGINEER, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the ENGINEER or a sub-consultant under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents, and employees, from defending through the selection and use of their own agents, attorneys and experts, to defend any claims, actions or suits brought against them.
- 9.3 If any errors, omissions, intentional or negligent acts are made by the ENGINEER or sub-consultant in any phase of the work, the correction of which requires additional field or office work, the ENGINEER shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY.
- 9.4 Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for the quality of the work, nor of the ENGINEER'S liability for loss or damage to property or persons resulting therefrom.

10.0 SATISFACTORY PERFORMANCE.

- 10.1 The ENGINEER'S and sub-consultant's standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY

and meets or exceeds the quality and standards commonly accepted in the industry in the Chicago Metropolitan area.

11.0 CONFLICT OF INTEREST.

11.1 The ENGINEER covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of ENGINEER'S services under this AGREEMENT.

11.2 The ENGINEER, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Purchasing Act; and further certifies that it has not been barred from contracting with a unit of State or Local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, 1992, Chapter 720, paragraph 5/33E-3).

12.0 OWNERSHIP OF DOCUMENTS.

12.1 The ENGINEER agrees that all survey data, reports, drafting, studies, specifications, estimates, maps and computations prepared by the ENGINEER under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY within ninety (90) days of written request therefor.

12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the ENGINEER other than as provided in this AGREEMENT.

13.0 COMPLIANCE WITH STATE AND OTHER LAWS – PREVAILING WAGE ACT.

13.1 The ENGINEER and sub-consultants will comply with all State, Federal and Local statutes, ordinances and regulations; and will obtain all permits as are applicable.

13.2 The ENGINEER and any sub-consultants shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice.

13.3 The ENGINEER and any sub-consultant(s) shall comply with all applicable State and Federal Prevailing Rate of Wage Laws, and shall take all steps necessary to remain in compliance therewith. (See Exhibit "C")

14.0 MODIFICATION OR AMENDMENT.

14.1 The terms of this AGREEMENT may only be modified or amended by a written document duly executed by both PARTIES.

15.0 TERM OF THIS AGREEMENT.

- 15.1 The term of this AGREEMENT shall begin on the date this AGREEMENT is fully executed and shall continue in full force and effect until the earlier of the following occurs:
- A. The PARTY'S termination of this AGREEMENT in accordance with the terms of Section 16.0; or
 - B. Upon the 7th day after receipt by the ENGINEER of the Notice to Proceed from the Kane County Engineer on behalf of the COUNTY. (The fee payable to the ENGINEER for services rendered shall be for 427 calendar days during the periods from April 30, 2019 June 30, 2020 as set forth on Exhibit B attached hereto).
- 15.2 In the event the required calendar days are exceeded and/or anticipated personnel requirements are not adequate and remaining funds are not sufficient to complete the PROJECT, adjustments in total compensation to the ENGINEER may be determined through negotiation between the COUNTY and the ENGINEER. The COUNTY shall however, have no obligation to agree to any such adjustment.
- 15.3 The date of the first calendar day for this AGREEMENT shall be the date of receipt of the Notice to Proceed by the ENGINEER from the COUNTY. In the event the PROJECT work is suspended as recorded on the "Report of Starting and Completion Date," the calendar days for this AGREEMENT will also be suspended for a like amount of time.

16.0 TERMINATION ON WRITTEN NOTICE.

- 16.1 Except as otherwise set forth in this AGREEMENT, the ENGINEER shall have the right to terminate this AGREEMENT for cause upon serving sixty (60) days written notice upon the COUNTY.
- 16.2 The COUNTY may terminate this AGREEMENT at any time upon written notice to the ENGINEER.
- 16.3 Upon termination of this AGREEMENT, the obligations of the PARTIES to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Notwithstanding anything in this AGREEMENT to the contrary however, the obligations of the ENGINEER to indemnify and hold harmless the COUNTY as provided for in Section 9.0 of the AGREEMENT shall survive the termination of this AGREEMENT.
- 16.4 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, as a result of this AGREEMENT shall become the property of the COUNTY.

17.0 ENTIRE AGREEMENT.

17.1 This AGREEMENT contains the entire AGREEMENT between the parties.

17.2 There are no other covenants, promises, conditions or understandings, either oral or written, other than those contained herein.

18.0 NON-ASSIGNMENT.

18.1 This AGREEMENT shall not be assigned by either PARTY without prior written approval by the other PARTY requesting the assignment.

19.0 SEVERABILITY.

19.1 In the event any provision of this AGREEMENT is held to be unenforceable for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT, which will remain in full force and effect and enforceability in accordance with its terms.

20.0 GOVERNING LAW.

20.1 This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance.

20.2 Venue for any dispute arising hereunder shall be in the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois.

21.0 NOTICE.

Any required notice shall be sent to the following addresses and party:

KANE COUNTY DIVISION OF TRANSPORTATION

41W011 Burlington Road

Saint Charles, IL 60175

Attn.: Carl Schoedel, P.E., Kane County Engineer

Alfred Benesch and Company

205 North Michigan Ave, Suite 2400

Chicago, Illinois 60601

Attn.: Elizabeth Gallagher, P.E., S.E., Senior Vice-President

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

COUNTY OF KANE

ALFRED BENESCH AND COMPANY

CHRISTOPHER LAUZEN
CHAIRMAN, KANE COUNTY BOARD

By: ELIZABETH GALLAGHER, P.E., S.E.
SENIOR VICE-PRESIDENT

ATTEST:

ATTEST:

JOHN A. CUNNINGHAM
KANE COUNTY CLERK

By: KEVIN J. FITZPATRICK, P.E.
SECRETARY

EXHIBIT "A"
Consulted Construction Management/Observation

A. OVERVIEW

THE CONSULTANT AGREES:

1. To perform or be responsible for the performance of the following checked engineering services for the COUNTY in connection with the proposed improvement herein described:
 - a. (X) Furnish or cause to be furnished:
 - i. Construction observers and other technical personnel to perform the construction observation. The COUNTY, based upon the project scope, shall direct the amount of personnel.
 - ii. Continuous observation of the work and Contractor's operations for compliance with the plans and specifications as construction proceeds, however the CONSULTANT does not guarantee the contract performance of the Contractor.
 - iii. Maintain daily records of Contractor's activity which shall include:
 - (i) Project Diary
 - (ii) Inspector's Daily Report (I.D.R.)
 - (iii) Quantity Book
 - (iv) Resident's Weekly Report
 - (v) Paving Summary (Field Book)
 - (vi) All other documentation required by the DEPARTMENT
 - iv. Supervision of construction observers, proportioning engineers, and other technical personnel and also the type, frequency, and location of material testing and sampling.
 - v. Establishment of centerline control and recover benchmarks. Also, random checks or as required by the COUNTY of Contractor's construction staking activities.
 - vi. Preparation and submission to the COUNTY in required form and number of copies, all partial and final Pay Estimates, Change Orders, records and reports required by the COUNTY. Completion and submittal of the project NOI and NOT documents as well as any other project documents associated with projects having a SWPP plan and appropriate permit(s).
 - vii. Insure that all required evidence of material certification and inspection is received from the Contractor before final payment is made.
 - viii. Mark contract plans in red to provide record drawings (As-Built Plans) of the completed project for permanent record. Submit one set of As-Built Plans to the COUNTY at the time of final payment.
 - ix. To prepare for and provide materials as directed by the COUNTY for and attend the Pre-Construction Conference, and provide meeting minutes to the COUNTY no later than 7 days from the date of the meeting.

- x. To schedule, coordinate, and provide an agenda for weekly progress meetings. Also, to provide meeting minutes to the COUNTY no later than 7 days from the date of the meeting.
- xi. The basic survey notes and sketches, charts, computations and other data and records prepared or obtained by the CONSULTANT pursuant to this agreement will be made available upon request to the COUNTY without cost and without restriction or limitation as to their use.
- xii. To submit to the COUNTY a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this agreement.

b. (X) Coordinate, furnish or cause to be furnished:

- i. 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 Illinois Department of Transportation and promptly submit reports on forms prepared by said Bureau.
- ii. Proportioning and testing of bituminous mixtures in accordance with the “Manual of instructions for Bituminous Proportioning and Testing” issued by the Bureau of Materials and Physical Research of the Illinois Department of Transportation and promptly submit reports on forms prepared by said Bureau.
- iii. All compaction tests as required by the specifications or as directed by the COUNTY and report promptly the same on forms prepared by the Bureau of Materials and Physical Research of the Illinois Department of Transportation.
- iv. Quality and sieve analysis on local aggregates that are not from approved producers (as listed by the Bureau of Materials and Physical Research of the Illinois Department of Transportation) to see that they comply with the specifications contained within the contract.
- v. Inspect all materials when the Bureau of Materials and Physical Research of the Illinois Department of Transportation do not provide inspection at the source and submit inspection reports to the COUNTY in accordance with the policies of the said COUNTY.

B. REQUIRED SERVICES AND PROCEDURES FOR CONSULTED CONSTRUCTION MANAGEMENT/OBSERVATION

The following **Guidelines for Construction Procedures** have been prepared to be used as a guide for prospective consultants during preparation of their Construction Supervision Contract Proposals. This outline will familiarize the consultant with the COUNTY’S Kane County Division of Transportation, (KDOT) policies and procedures for construction supervision. This outline is a generalized list of policies and procedures mostly based on the **Illinois Department of Transportation (IDOT) Division of Highways “CONSTRUCTION MANUAL”** and also the specific requirements and needs of this agency.

1. **DUTIES AND AUTHORITY OF THE RESIDENT ENGINEER/TECHNICIAN**

The Resident Engineer/Technician (Resident) provided by the CONSULTANT, who from this point on shall be referred to, as the Resident along with his/her staff is responsible for all construction details on the project. He/she shall report directly to the (KDOT) Construction Section Chief or his Supervising Project Manager (PM). The Resident is expected to accept delegated responsibility and to make decisions within the authority delegated to him/her. A Resident's first duty is to enforce the contract and specification requirements. The Resident shall 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.

In addition, the Resident is expected to make the day-to-day decisions to the extent that his/her experience and construction knowledge permit. **However, the Resident is not authorized nor should he/she attempt to revise, delete, or change the contract provisions.** When contract, plan, or specification changes are anticipated the Resident should contact the KDOT PM for guidance. The Resident also shall schedule, attend, and provide meeting minutes for all necessary meetings.

The Resident shall be the KDOT public relations person when dealing those the contract may involve and inconvenience. The Resident shall assure contract compliance with respect to:

- a. Contract Proposal
 - i. Special Provisions
 - ii. Highway Standards
- b. Plans
 - i. General Notes
 - ii. Typical Sections
 - iii. Plan and Profile Sheets
 - iv. Cross Section Sheets
 - v. Highway Standards
 - vi. All Special Detail Sheets
- c. "Supplemental Specifications and Recurring Special Provisions"
- d. "Standard Specifications for Road and Bridge Construction"
- e. Payroll
- f. Pay Estimates
- g. Erosion Control/Drainage
- h. E.E.O. Bulletin Boards
- i. Traffic Control

- j. Documentation
- k. Inspection
 - i. Material
 - ii. Field (Various Construction Operations)
- l. Various Other Items

2. **MEETINGS**

Prior to the start of construction, the KDOT shall arrange a pre-construction conference. All personnel involved with the project, including all necessary utility representatives, Contractor's personnel, construction supervision personnel, local agency representatives, and KDOT staff shall be requested to attend. The Resident shall be required to attend, run, provide agenda and take meeting minutes to be submitted to the KDOT with copies sent to all other attendees no later than 7 days after the date of the pre-construction conference.

Bi-weekly coordination meetings shall be scheduled and coordinated by the Resident. These meetings shall be for the purpose of coordinating construction activities for the upcoming two weeks, and any other important issues that may arise. The Resident shall be required to attend, run and also provide meeting minutes to be submitted to the KDOT no later than 7 days after the date of the coordination meeting.

3. **DOCUMENTATION**

- a. **Project Diary:** The Project Diary is one of the most essential records kept on the job. The Resident or a designated representative shall be required to keep a daily diary on each contract.

The diary shall be a bound hardback book; there must be a separate diary on each Contract and a separate diary for each year. All entries throughout the diary shall be in ink.

The first entry in the diary shall be on the inside cover. This entry shall include the year, the official designation of the section (County, Section number, Route, District number, Job number, and Contract number), the name of the Contractor, and the name and signature of the Resident. A list of all personnel (inspectors) assigned to or working on the project also shall be printed on the inside cover, and each person shall put his/her initials after his/her name. KDOT's return address shall be noted on the inside cover so that it may be returned if ever lost.

An entry must be made in the project diary for each day of the project, including weekends and holidays, except when the project is officially suspended. Entries must begin by the official start date or when the Contractor begins work, whichever is first. The diary shall contain a day-to-day record of all significant items relating to the project. The date and day of the week shall be shown on the top of the page. Also, the time(s) of arrival and departure of the Resident or staff shall be listed under the date. A description of the day activities, and the number and the type of workers for the

general contractor and each of the subcontractors shall be recorded for each day. Other information that shall be documented in the project diary is:

- i. Weather.
 - ii. Progress schedule controlling item of work.
 - iii. Working days charged and reason for partial or non-working days.
 - iv. Traffic control inspections and changes.
 - v. Description and hours of material inspection (done by Material Consultants)
 - vi. Important discussions with Contractor(s).
 - vii. Official visitors and inspections.
 - viii. Opening and closing of detours.
 - ix. Work and materials rejected and reasons.
 - x. Time of discontinuing or resuming work and reasons.
 - xi. Account of any time spent by Contractor's workers or equipment on disputable items of work.
 - xii. The presence of railroad flaggers and whether the Contractor is to be reimbursed for their services.
 - xiii. Length and cause of any delay.
 - xiv. Dates on which payment began and end for Engineer's Field Office, or any other calendar-month item.
 - xv. Description of important faxes and telephone calls. Unusual conditions, if any, such as high water, bridge failures, accidents/injuries, etc.
- b. **Inspector's Daily Report (IDR):** An Inspector's daily inspection field report shall be kept the Resident and or his/her staff for each contract. I.D.O.T. form BC-628 shall be used for the documentation of daily work. This form is available as a spreadsheet on Microsoft Excel and is available from the KDOT. Completed IDR forms shall be kept in chronological order in a 3-ring hard cover binder. The items shall be checked on the right side of the report when they are entered the Quantity Book. The information contained on this report shall identify:
- i. Date
 - ii. Name of Contractor/Sub-Contractor(s) that performs on pay items
 - iii. Weather
 - iv. Item #
 - v. Pay Item
 - vi. Location of work
 - vii. Quantity and Units
 - viii. Evidence of Material Inspection.
 - ix. Calculations and Sketches (if applicable)

Note: Calculations and sketches shall be used to justify quantities of all items having foot, Square foot, square yard, and cubic yard units. The calculations and sketches shall be based on accurate field measurements and shall be presented in a neat and concise manner on the bottom of the form, on the back page, and or on a separate additional sheet placed after IDR form sheet. Someone other than the person who performed the original calculations shall check all calculations.

- c. **Quantity Book:** A Quantity Book shall be kept the Resident and or his/her staff for each contract. IDOT form OC-625 shall be used for the documentation of quantities for federally funded projects only. A similar KDOT Quantity Book Form shall be used for all other projects. The KDOT Quantity Book Form is available as a spreadsheet on Microsoft Excel and is available from the KDOT. A separate Quantity Book sheet shall be provided for each contract pay item. A title page listing the official designation of the section, the name address, and telephone number of the Contractor, and the address of KDOT shall be provided. Also, a sheet index page listing item number, item, and page number shall be provided. The Quantity Book Sheets (in numerical order), title page, and sheet index page shall all be kept in a 3-ring binder. Quantities shall be placed in this form daily.
- d. **Field Books:** Hard cover, bound field books shall be used by the Resident and or his/her staff to record all field measurements including but not limited to the following information:
 - i. Daily field measurements used to justify quantities shown in the IDR
 - ii. Permanent survey records, layout checks, cross-sections
 - iii. PCC paving summary
 - iv. Bituminous concrete paving summary
 - v. Pile driving records
 - vi. Depth checks (PCC and bituminous paving, sub-base, topsoil, curb and gutter, etc.)

All field books shall be identified with the following information and shall include:

- vii. Route(s) description, section number, year, and the field book number (Ex.: Field Book #1) shall be listed on the front cover with a black marker.
 - viii. Project designation and KDOT) address on the inside cover.
 - ix. An index page that contains enough detail to show a reviewer the contents and location of the contents within the field book.
- e. **Resident's Weekly Report:** A weekly report containing a record of the contractor's progress shall be kept by the Resident. IDOT form BC-239 shall be used for the Resident's Weekly Report. This report shall be filled out weekly, signed by the Resident and approved by the KDOT PM. A copy shall be delivered to the Contractor's office as soon as possible (at no time shall the Contractor receive the copy later than 7 days from the date of the report). Copies of the report shall have marked c.c. for:
 - i. Contractor
 - ii. Project file (KDOT)
 - iii. Resident's file
 - f. **Other periodic reports** for traffic control and project issues shall be completed and maintained as per IDOT policy and procedures.

The Resident shall keep his/her copies in chronological order, and contained within a hard covered 3-ring binder.

4. **CHANGE ORDERS**

Whenever it becomes apparent that extra work is necessary on a project, the Resident shall contact KDOT. KDOT shall determine the appropriate course of action. Payment for extra work shall be classified as either an Agreed Unit Price or a Force Account. In the case when an Agreed Unit Price shall be used, The Resident shall submit a formal request letter to the Contractor. This letter shall list the requested item, unit, and estimated quantity for an Agreed Unit Price along with all pricing documentation required to support the proposed costs. Once the Contractor's Agreed Unit Price letter is received, the KDOT shall review it. If the Agreed Unit Price letter is found acceptable, the Resident shall prepare the appropriate Change Order form and submit it to KDOT for further processing by IDOT.

In the case when a Force Account shall be used, the process shall be same as that of an Agreed Unit Price, except that the Resident shall submit a formal request letter to the Contractor requesting an estimated amount for time, equipment and material costs for the proposed Force Account work.

No extra work shall be permitted unless authorized by the KDOT.

The Resident shall document **all extra work**, whether as an AUP or Force Account, daily by using IDOT form BC-635 and both the Contractor and the Resident will retain copies.

Materials used on Force Account work that will be incorporated in the job must meet with required inspection certs or letters.

The amounts of Labor, Equipment and Materials claimed by the Contractor on his submitted itemized bill, which he prepares at the completion of the extra work, must agree with the daily amounts shown on the completed BC-635 forms.

Refer to Article 109.04 of the Standard Specifications.

The completed itemized bill shall be submitted to KDOT for approval, and Change Order processing.

Once KDOT and/or IDOT (Bureau of Construction), as the case may be, have approved the Change Order, the Resident shall add the Agreed Unit Price(s) or Force Account(s) to the next pay estimate as a line item.

All Change Orders shall be either IDOT form BC-22 (for projects using Federal funds) or a KDOT Change Order form. The KDOT Change Order form is available as a spreadsheet on Microsoft Excel and can be obtained from the KDOT.

5. **PAY ESTIMATES**

The Resident shall prepare an Engineer's Payment Estimate (pay estimate) for submittal and payment at least once a month for each contract. All documented partially and completed work that has all required material inspection should be shown for payment on the Engineer's Payment Estimate form. This form shall be used for all projects (except projects using Federal funds). The form is available as a spreadsheet on Microsoft Excel and is available from KDOT.

The Resident shall meet with the Contractor before the pay estimate is submitted to insure agreement of all quantities included in the pay estimate for the month. Any discrepancy or disagreement between the contractor and the consultant shall be immediately reported to the KDOT. The Resident shall then submit the draft pay estimate to KDOT for review and processing of payment.

The pay estimate form for projects using Federal funds shall be received from IDOT (Bureau of Construction – FAUS Projects) once a month. The Resident shall enter in the quantities, sign his/her name to the bottom of the form and forward to the KDOT PM for review and submittal to IDOT (Bureau of Construction – FAUS Projects) for processing of payment. Also, the Resident shall send a copy to KDOT for the job file, as well as retain a copy for Resident’s file.

6. INSPECTION MATERIAL

An independent Materials Consultant shall perform all required material inspection for all projects. The Materials Consultant shall be under the direct employment of Consultant and shall be either approved or assigned by the KDOT. The Resident shall coordinate direct, and schedule all material inspection with the Materials Consultant. The Material Consultant shall not be responsible for determining when, what, and where they should be performing material inspection. The Resident shall determine the type, frequency, and location as required by the IDOT Project Procedures Guide (Sampling Frequencies for Testing and Inspection) and/or KDOT.

All billings for material inspection services shall be checked and verified with the Project Diary by the Resident or his/her staff for correct dates, hours, and charges. Any disparities shall be reported to KDOT as soon as possible. Copies of all material inspection billings shall be kept in the Resident’s file.

Materials inspection and documentation is the responsibility of the Materials Consultant. However, the Resident and his/her staff shall verify that the quality, quantity, and frequency of all material inspection reports meet the requirements of IDOT (Bureau of Materials). Copies of completed material inspection reports shall be retained in the Resident’s file.

7. PLAN QUANTITY ACCEPTANCE

The acceptance of plan quantities as final quantities for a number of the pay items is acceptable providing that KDOT and the Contractor agree in writing that the plan quantities are accurate and will be used as final quantities. The Resident shall receive a list of the items from **KDOT** that KDOT would like to agree upon.

The Resident and or his/her staff shall, from the plans, verify the accuracy of the quantity of each item on the list. The Resident shall then submit his/her findings, which shall include all calculations used to determine the accuracy of the quantity on the list to KDOT. The KDOT will review the Resident’s calculations to determine which items to include on IDOT form BC-981. This form shall be presented to the Contractor at the Pre-Construction Conference and be reviewed, signed, and returned to KDOT before any construction work has begun.

8. **CONSTRUCTION LAYOUT VERIFICATION**

All construction layout and staking shall normally be provided by the Contractor and paid for by the item "Construction Layout Stakes". The Resident and or his/her staff shall recover and identify all horizontal control points, benchmarks, and right-of-way corners (for newly acquired parcels) prior to construction. The Resident shall instruct Contractor to submit copies of all field book information regarding layout on a daily basis to be retained in the Resident's file. The Resident and or his/her staff shall use standard survey methods to randomly check all horizontal locations and elevations for every staking operation. The Resident and or his/her staff shall document all layout checks in a field book. In the event that an error is found, the Resident shall notify the Contractor immediately and insure that he/she corrects the error as soon as possible. If an unnecessary amount of layout errors persists, the Resident shall notify KDOT as soon as possible.

9. **TRAFFIC CONTROL INSPECTION**

Inspection of all traffic control devices, signing, pavement marking, etc. shall be inspected by the Resident or his/her staff at least twice a day when the Contractor is working and once a day when is the Contractor not working. **One of the traffic control inspections shall be done at the later part of the day, before the contractor leaves, to allow time for the contractor to correct any deficiencies before they leave at the end of the day.** The Resident and or his/her staff shall verify that all traffic control is accordance with the Traffic Control plan, and all applicable standards. The Resident and or his/her staff shall notify the Contractor as soon as possible of any and all deficiencies including:

- a. Downed and/or damaged signs
- b. Downed and/or damaged barricades or sign panels
- c. Worn, missing or conflicting temporary pavement marking
- d. Malfunctioning or damaged temporary traffic signals and temporary roadway lighting

The Resident shall list the times of inspection, descriptions of any and all deficiencies, and description of conversation with Contractor in the Daily Diary and complete the appropriate IDOT forms for Traffic Control Inspection for daytime and/or nighttime inspection.

10. **FINAL INSPECTIONS**

- a. **Traffic Signal/Roadway Lighting Installation:** Once Traffic Signal/Roadway Lighting installation have been completed and energized, the Resident shall schedule a Pre-Turn On inspection with the Contractor and KDOT The Contractor shall address any deficiencies that are discovered as soon as possible. Once all deficiencies have been addressed, the Resident shall schedule a Turn On inspection with the Contractor, Maintenance Contractor, IDOT representative, controller manufacturer's technician (Traffic Signals) and the KDOT.
- b. **Overall Project Inspection (Final Walk-Through):** Upon notice from the Contractor of completion of the entire project, the Resident shall schedule a walk-through inspection with the Contractor, KDOT and any other agency (Municipal and/or State) representatives if there is any outside agency funding. The inspection shall consist of walking the length of all portions of roadway (both sides). The Resident shall include any and all deficiencies that are discovered in the Resident's Punch list. The Punch list

shall be addressed to the Contractor and signed by the Resident. The Punch list shall be mailed to the Contractor, and a copy shall be sent to KDOT. Once all deficiencies have been addressed, the Resident shall conduct another inspection with the Contractor to insure that all the items on the punch list have been addressed.

11. **FINALING OUT OF PROJECTS**

Upon receiving notice of project completion from the Contractor, the Resident shall schedule a meeting with the Contractor and KDOT to finalize quantities for all items per contract. Once final quantities are agreeable with both the Contractor and KDOT, the Resident shall prepare an Engineer's Semi-Final Pay Estimate, which shall include all final quantities with 1% retainage. The Engineer's Semi-Final Pay Estimate shall then be submitted to KDOT for review and processing of payment.

The Resident shall also prepare Engineer's Final Pay Estimate, which shall be the same as the Engineer's Semi-Final Pay Estimate with the exception that the retainage shall be reduced to 0%. This final pay estimate shall be presented on the Engineer's Final Pay Estimate form, which can be obtained from KDOT. The Resident shall also prepare and submit to KDOT the following:

- a. Balance Authorization sheet(s)
- b. Explanations for changes in total dollar values that exceed \$2000.00 per item
- c. Any un-approved Change Orders

The Balance Authorization form is available as a spreadsheet on Microsoft Excel and can be obtained from KDOT.

Once the Engineer's Final Pay Estimate is submitted to IDOT for approval, the Bureau of Materials shall check all items for the required materials inspection and certification. The Resident shall receive a list of material deficiencies from KDOT. The Resident then shall make a formal request to the Contractor and or the Materials Consultant for all needed material inspection and certification. Once the Resident receives all requested material inspection and certification, he/she shall submit it directly to I.D.O.T. (Bureau of Materials).

12. **RECORD DRAWINGS, JOB BOX AND PROJECT PHOTOS (NEW)**

13. The Resident and or his/her staff shall provide a complete full sized set of record drawings (as built plans) to KDOT for their records. The record drawings shall be marked as "RECORD DRAWINGS" dated and initialed by the individual(s) who prepared them. **All sheets, regardless of whether they will be modified, shall be marked as "REVISED" in an appropriate box or space.** The drawings shall be consisting of a 24"x 36" size set of project plans that have all changes and additions tagged by clouds or similar easy to see markings in red ink.

The consultant shall provide professionally scanned copies of all "RECORD DRAWINGS" plans, as well as the entire project job box, in PDF format as part of the engineering services for the project. Copies of all photos taken by the RE and staff in JPEG format shall also be included in the final documents. These documents may be submitted on dedicated hard drives, flash drives or CDs, intended for archiving of important documents, depending on the file sizes.

Scanning of the job box to create a digital version is not a substitute for the actual paper job box, which is required per IDOT standards and protocol. Unless otherwise directed by IDOT, the consultant will still maintain a traditional paper job box for the project which will be reviewed and processed by IDOT in the traditional fashion.

EXHIBIT "B"
Average Hourly Project Rates

Randall Road - Silver Glen to Countyline HSIP, Stage 3

Section Number 14-00441-00-TL

Alfred Benesch Company

CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Construction Observation		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Sr. Proj. Manager	\$69.63	26	0.60%	0.42	26	0.60%	0.42
Resident Project Manager II	\$52.17	1480	34.15%	18.01	1480	34.15%	18.01
Construction Repres. III	\$37.15	1640	37.84%	14.21	1640	37.84%	14.21
Construction Repres. II	\$35.09	1020	23.53%	8.35	1020	23.53%	8.35
Party Chief (Survey)	\$41.20	64	1.48%	0.61	64	1.48%	0.61
Sr. Surveyor	\$49.20	24	0.55%	0.28	24	0.55%	0.28
Project Manager II (Design)	\$63.35	80	1.85%	1.17	80	1.85%	1.17
TOTALS		4334	100%	\$ 43.05			

EXHIBIT “E”

The LA and the ENGINEER further covenant and agree as follows:

1.0 ENGINEER’S INSURANCE

1.1 The ENGINEER shall maintain, at its sole expense, insurance coverage including:

- a) Worker’s Compensation Insurance in the statutory amounts.
- b) Employer’s Liability Insurance in an amount not less than five hundred thousand (\$500,000) dollars each accident/injury and five hundred thousand dollars (\$500,000.00) each employee/disease.
- c) Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with limits of not less than one million (\$1,000,000) dollars per occurrence bodily injury/property damage combined single limit; two million (\$2,000,000) dollars excess liability coverage in the aggregate injury/property damage combined single limit.
- d) Comprehensive Automobile Liability Insurance with minimum limits of at least one million (\$1,000,000) dollars for any one person and one million (\$1,000,000) dollars for any one occurrence of bodily injury or property damage.
- e) Professional Errors and Omissions Insurance with a minimum limit of two million dollars (\$2,000,000.00).
- f) The insurance required to be purchased and maintained by ENGINEER shall be provided by an insurance company acceptable to the LA, and licensed to do business in the State of Illinois; shall name the LA as additional named insured; shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, nor renewal refused until at least thirty (30) days prior written notice has been given to LA.
- g) It shall be the duty of the ENGINEER to provide to the LA, copies of the ENGINEER’S Certificates of Insurance before issuance of a Notice to

Proceed.

2.0 INDEMNIFICATION

- 2.1 Nothing contained herein shall be construed as prohibiting the LA, its officials, directors, officers, agents, and employees, from defending through the selection and use of their own agents, attorneys and experts, to defend any claims, actions or suits brought against them.
- 2.2 If any errors, omissions, intentional or negligent acts are made by the ENGINEER or sub-consultant in any phase of the work, the correction of which requires additional field or office work, the ENGINEER shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the L.A.
- 2.3 Acceptance of the work by LA will not relieve the ENGINEER of the responsibility for the quality of its work, nor of its liability for any loss or any damage to property or any injury to persons resulting therefrom.
- 2.4 To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the LA and any of their respective agents and employees from and against any and all claims, damages, losses, economic losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of any services by the ENGINEER, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the ENGINEER, a subcontractor of the ENGINEER, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, excluding any proportionate amount of any claim, damage, loss or expense which is caused by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this paragraph. In claims against any person or entity indemnified under this paragraph by an employee of the ENGINEER, a subcontractor of the ENGINEER, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the ENGINEER or the ENGINEER'S subcontractor under worker's or workmen's compensation acts, disability benefit acts or any other employment benefit acts.

2.5 The additional insured endorsement included on the ENGINEER'S policy will provide the following:

- a) That the coverage afforded the additional insured will be primary insurance for the additional insured with respect to claims arising out of operations performed by or on behalf of the ENGINEER;
- b) That if the additional insured have other insurance which is applicable to the loss, such other insurance will be on an excess or contingent basis;
- c) That the amount of company's liability under the insurance policy will not be reduced by the existence of such other insurance; and
- d) That the additional insured will be given not less than 30 days prior to written notice of any cancellation thereof.

LA

ENGINEER

The County of Kane



Signature

Signature

Title

Senior Vice President

Title

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME Alfred Benesch & Company
PRIME/SUPPLEMENT Prime

DATE 07/05/18
PTB NO. _____

CONTRACT TERM 14 MONTHS
START DATE 4/22/2019
RAISE DATE 1/13/2020

OVERHEAD RATE 159.80%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

4/22/2019 - 1/13/2020

1/14/2020 - 6/13/2020

9

14

5

14

= 64.29%
= 1.0107

36.79%

1.07%

The total escalation for this project would be:

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

Alfred Benesch & Comp DATE
Prime

07/05/18

ESCALATION FACTOR 1.07%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Sr. Proj. Manager	\$69.63	\$70.38
Resident Project Manager II	\$52.17	\$52.73
Construction Repres. III	\$37.15	\$37.55
Construction Repres. II	\$35.09	\$35.47
Party Chief (Survey)	\$41.20	\$41.64
Sr. Surveyor	\$49.20	\$49.73
Project Manager II (Design)	\$62.68	\$63.35
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

Subconsultants

FIRM NAME Alfred Benesch & Company
 PRIME/SUPPLEMENT Prime
 PSB NO. _____

DATE 07/05/18

NAME	Direct Labor Total	Contribution to Prime Consultant
State Testing	16,338.85	0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
Total	16,338.85	0.00

AVERAGE HOURLY PROJECT RATES

FIRM Alfred Benesch & Company
 PSB _____
 PRIME/SUPPLEMENT Prime

DATE 07/05/18

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Construction Observation											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Sr. Proj. Manager	70.38	26	0.60%	0.42	26	0.60%	0.42									
Resident Project Mar	52.73	1480	34.15%	18.01	1480	34.15%	18.01									
Construction Repres	37.55	1640	37.84%	14.21	1640	37.84%	14.21									
Construction Repres	35.47	1020	23.53%	8.35	1020	23.53%	8.35									
Party Chief (Survey)	41.64	64	1.48%	0.61	64	1.48%	0.61									
Sr. Surveyor	49.73	24	0.55%	0.28	24	0.55%	0.28									
Project Manager II (C	63.35	80	1.85%	1.17	80	1.85%	1.17									
		0														
		0														
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		0														
		0														
		0														
TOTALS		4334	100%	\$43.04	4334	100.00%	\$43.04	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

EXHIBIT A

Consulted Construction Management/Observation

A. OVERVIEW

THE CONSULTANT AGREES:

1. To perform or be responsible for the performance of the following checked engineering services for the COUNTY in connection with the proposed improvement herein described:
 - a. () Furnish or cause to be furnished:
 - i. Construction observers and other technical personnel to perform the construction observation. The COUNTY, based upon the project scope, shall direct the amount of personnel.
 - ii. Continuous observation of the work and Contractor's operations for compliance with the plans and specifications as construction proceeds, however the CONSULTANT does not guarantee the contract performance of the Contractor.
 - iii. Maintain daily records of Contractor's activity which shall include:
 - (i) Project Diary
 - (ii) Inspector's Daily Report (I.D.R.)
 - (iii) Quantity Book
 - (iv) Resident's Weekly Report
 - (v) Paving Summary (Field Book)
 - (vi) All other documentation required by the DEPARTMENT
 - iv. Supervision of construction observers, proportioning engineers, and other technical personnel and also the type, frequency, and location of material testing and sampling.
 - v. Establishment of centerline control and recover benchmarks. Also, random checks or as required by the COUNTY of Contractor's construction staking activities.
 - vi. Preparation and submission to the COUNTY in required form and number of copies, all partial and final Pay Estimates, Change Orders, records and reports required by the COUNTY.
 - vii. Insure that all required evidence of material certification and inspection is received from the Contractor before final payment is made.
 - viii. Mark contract plans in red to provide record drawings (As-Built Plans) of the completed project for permanent record. Submit one set of As-Built Plans to the COUNTY at the time of final payment.
 - ix. To prepare for and provide materials as directed by the COUNTY for and attend the Pre- Construction Conference, and provide meeting minutes to the COUNTY no later than 7 days from the date of the meeting.
 - x. To schedule, coordinate, and provide an agenda for weekly progress meetings. Also, to provide meeting minutes to the COUNTY no later than 7 days from the date of the meeting.

xi. The basic survey notes and sketches, charts, computations and other data and records prepared or obtained by the CONSULTANT pursuant to this agreement will be made available upon request to the COUNTY without cost and without restriction or limitation as to their use.

xii. To submit to the COUNTY a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this agreement.

b. (X) Coordinate, furnish or cause to be furnished:

i. 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 Illinois Department of Transportation and promptly submit reports on forms prepared by said Bureau.

ii. Proportioning and testing of bituminous mixtures in accordance with the "Manual of instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research of the Illinois Department of Transportation and promptly submit reports on forms prepared by said Bureau.

iii. All compaction tests as required by the specifications or as directed by the COUNTY and report promptly the same on forms prepared by the Bureau of Materials and Physical Research of the Illinois Department of Transportation.

iv. Quality and sieve analysis on local aggregates that are not from approved producers (as listed by the Bureau of Materials and Physical Research of the Illinois Department of Transportation) to see that they comply with the specifications contained within the contract.

v. Inspect all materials when the Bureau of Materials and Physical Research of the Illinois Department of Transportation do not provide inspection at the source and submit inspection reports to the COUNTY in accordance with the policies of the said COUNTY.

B. REQUIRED SERVICES AND PROCEDURES FOR CONSULTED CONSTRUCTION MANAGEMENT/OBSERVATION

NA

4. **CHANGE ORDERS**

NA

5. **PAY ESTIMATES**

NA

6. **INSPECTION MATERIAL**

An independent Materials Consultant shall perform all required material inspection for all projects. The Materials Consultant shall be under the direct employment of Consultant and shall be assigned by the KDOT. The Resident shall coordinate direct, and schedule all material inspection with the Materials Consultant. The Material Consultant shall not be responsible for determining when, what, and where they should be performing material inspection. The Resident shall determine the type, frequency, and location as required by the IDOT Project Procedures Guide (Sampling Frequencies for Testing and Inspection) and/or KDOT.

All billings for material inspection services shall be checked and verified with the Project Diary by the Resident or his/her staff for correct dates, hours, and charges. Any disparities shall be reported to KDOT as soon as possible. Copies of all material inspection billings shall be kept in the Resident's file.

Materials inspection and documentation is the responsibility of the Materials Consultant. However, the Resident and his/her staff shall verify that the quality, quantity, and frequency of all material inspection reports meet the requirements of IDOT (Bureau of Materials). Copies of completed material inspection reports shall be retained in the Resident's file.

7. **PLAN QUANTITY ACCEPTANCE**

NA

8. **CONSTRUCTION LAYOUT VERIFICATION**

NA

9. **TRAFFIC CONTROL INSPECTION**

NA

10. **FINAL INSPECTIONS**

NA

11. **FINALING OUT OF PROJECTS**

NA

12. **RECORD DRAWINGS and SCANNED JOB BOX**

EXHIBIT "C"

PREVAILING WAGE RATES

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

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

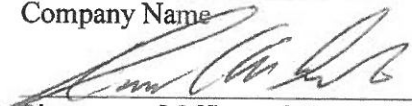
Prevailing wage rates are subject to revision monthly. The CONSULTANT acknowledges its responsibility, for payment of any applicable future adjustment thereof.

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

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

State Materials Engineering, LLC
DBA S.T.A.T.E. Testing, LLC

Company Name



Signature of Officer of Company

Vice President

Title

July 5, 2018

Date

EXHIBIT "E"

The LA and the ENGINEER further covenant and agree as follows:

1.1 ENGINEER'S INSURANCE

1.2 The ENGINEER shall maintain, at its sole expense, insurance coverage including:

- a) Worker's Compensation Insurance in the statutory amounts.
- b) Employer's Liability Insurance in an amount not less than five hundred thousand (\$500,000) dollars each accident/injury and five hundred thousand dollars (\$500,000.00) each employee/disease.
- c) Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with limits of not less than one million (\$1,000,000) dollars per occurrence bodily injury/property damage combined single limit; two million (\$2,000,000) dollars excess liability coverage in the aggregate injury/property damage combined single limit.
- d) Comprehensive Automobile Liability Insurance with minimum limits of at least one million (\$1,000,000) dollars for any one person and one million (\$1,000,000) dollars for any one occurrence of bodily injury or property damage.
- e) Professional Errors and Omissions Insurance with a minimum limit of two million dollars (\$2,000,000.00).
- f) The insurance required to be purchased and maintained by ENGINEER shall be provided by an insurance company acceptable to the LA, and licensed to do business in the State of Illinois; shall name the LA as additional named insured; shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, nor renewal refused until at least thirty (30) days prior written notice has been given to LA.
- g) It shall be the duty of the ENGINEER to provide to the LA, copies of the ENGINEER'S Certificates of Insurance before issuance of a Notice to

Proceed.

2.1 INDEMNIFICATION

- 2.2 Nothing contained herein shall be construed as prohibiting the LA, its officials, directors, officers, agents, and employees, from defending through the selection and use of their own agents, attorneys and experts, to defend any claims, actions or suits brought against them.
- 2.3 If any errors, omissions, intentional or negligent acts are made by the ENGINEER or sub-consultant in any phase of the work, the correction of which requires additional field or office work, the ENGINEER shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the L.A.
- 2.4 Acceptance of the work by LA will not relieve the ENGINEER of the responsibility for the quality of its work, nor of its liability for any loss or any damage to property or any injury to persons resulting therefrom.
- 2.5 To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the LA and any of their respective agents and employees from and against any and all claims, damages, losses, economic losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of any services by the ENGINEER, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the ENGINEER, a subcontractor of the ENGINEER, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, excluding any proportionate amount of any claim, damage, loss or expense which is caused by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this paragraph. In claims against any person or entity indemnified under this paragraph by an employee of the ENGINEER, a subcontractor of the ENGINEER, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the ENGINEER or the ENGINEER'S subcontractor under worker's or workmen's compensation acts, disability benefit acts or any other employment benefit acts.

2.5 The additional insured endorsement included on the ENGINEER'S policy will provide the following:

- a) That the coverage afforded the additional insured will be primary insurance for the additional insured with respect to claims arising out of operations performed by or on behalf of the ENGINEER;
- b) That if the additional insured have other insurance which is applicable to the loss, such other insurance will be on an excess or contingent basis;
- c) That the amount of company's liability under the insurance policy will not be reduced by the existence of such other insurance; and
- d) That the additional insured will be given not less than 30 days prior to written notice of any cancellation thereof.

LA

ENGINEER

The County of Kane

Signature

Title



Signature

President

Title

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME S.T.A.T.E. Testing LLC
PRIME/SUPPLEMENT Prime

DATE 07/05/18
PTB NO. _____

CONTRACT TERM 6 MONTHS
START DATE 7/1/2015
RAISE DATE 1/1/2016

OVERHEAD RATE 158.93%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

7/1/2015 - 1/1/2016				
6	_____	_____	_____	_____
6				

= 100.00%
= 1.0000

The total escalation for this project would be: 0.00%

PAYROLL RATES

FIRM NAME S.T.A.T.E. Testing LLC **DATE** 07/05/18
PRIME/SUPPLEMENT Prime
PSB NO. _____

ESCALATION FACTOR **0.00%**

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal	\$70.00	\$70.00
Associate Engineer/PM	\$70.00	\$70.00
Senior Engineer	\$59.00	\$59.00
Professional Engineer	\$53.67	\$53.67
Civil Engineer	\$34.00	\$34.00
Materials Coordinator	\$44.72	\$44.72
Laboratory Manager	\$45.61	\$45.61
Quality Assurance Manager	\$41.00	\$41.00
Staff Accountant	\$36.10	\$36.10
Administrative Assistant I	\$24.00	\$24.00
Engineering Technician	\$30.75	\$30.75
CWI	\$45.05	\$45.05
Level III Technician	\$43.80	\$43.80
Laboratory Technician II	\$24.88	\$24.88
Material Tester 1	\$44.29	\$44.29
Material Tester 2	\$44.29	\$44.29
Senior Geotechnical Technic	\$44.00	\$44.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

Subconsultants

FIRM NAME S.T.A.T.E. Testing LLC
PRIME/SUPPLEMENT Prime
PSB NO. _____

DATE 07/05/18

NAME	Direct Labor Total	Contribution to Prime Consultant
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
Total	0.00	0.00

Direct Cost Breakdown
 Randall
 Kane

Vehicles

Daily Charge	Unit Cost	Quantity	Units	Total Cost
	\$ 65.00	23	Days	\$ 1,495.00
				\$ 1,495.00

PORTLAND CONCRETE LABORATORY SERVICES *

COMPRESSIVE STRENGTH OF CYLINDERS WITH CURE TIME UP TO 28 DAYS-S.T.A.T.E. Testing made	\$25	80 EACH		\$2,000
		EACH		\$0
TOTAL LABORATORY CHARGES				\$2,000

Premium Overtime

	Reg Rate	Premium	Est OT Hours	
Overtime				
Level III	\$44.29	\$ 22.15	0	\$ -
Level II	\$44.29	\$ 22.15	0	\$ -
Level I	\$44.29	\$ 22.15	0	\$ -
Material Tester 2	\$44.29	\$ 22.15	1	\$ 22.15
Material tester 1	\$44.29	\$ 22.15	1	\$ 22.15

Night Differential

Level III	\$44.29	\$ 4.43	0	\$ -
Level II	\$44.29	\$ 4.43	0	\$ -
Level I	\$44.29	\$ 4.43	0	\$ -
Material Tester 2	\$44.29	\$ 4.43		\$ -
Material tester 1	\$44.29	\$ 4.43		\$ -
Per union Contract hours between 6pm and 6am receives 10% Shift differential.				\$ 44.29

Other

Postage	\$145.04	At Cost		\$0.00
UNIT RATE COSTS				\$2,000.00
DIRECT COSTS				\$1,539.29
Total Direct Cost				\$ 3,539.29

EXHIBIT "C"

PREVAILING WAGE RATES

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

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

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

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

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

Alfred Benesch & Company

Company Name

E. Gallagher

Signature of Officer of Company

Senior Vice President

Title

07/05/2018

Date



Alfred Benesch & Company
 205 North Michigan Avenue, Suite 2400
 Chicago, IL 60601-5927
 www.benesch.com
 P 312-565-0450
 F 312-565-2497

July 5, 2018

Kane County Government Center
 Purchasing Department, Bld. A
 719 South Batavia Avenue
 Geneva, IL 60134

Subject: CONTRACTOR DISCLOSURE ACKNOWLEDGEMENT, EXHIBIT "D"
KANE COUNTY CODE, ARTICLE III, DIVISION 3, SECTION 2-211
Randall Road – Silver Glen to Countyline HSIP, Stage 3
Section Number: 14-00441-00-PV

Dear Ms. Pawek:

In compliance with the Kane County Code referenced above, this letter will serve as our disclosure acknowledgement of the following:

- Benesch has not made campaign contributions to any current officer or countywide elected official in Kane County in the last 12 months.
- Benesch does not have any shareholders with 5% or greater interest in the company.
- Benesch does not have any lobbyists, agents, or representatives who are or would be having contact with County employees or officials in relation to contracts or bids.
- Benesch has not withheld nor reserved any information regarding economic interest in the firm as required by County Code for this disclosure.

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this statement on behalf of the Contracting Party, and (2) warrants that all certifications and statements contained in this statement/letter are true, accurate and complete as of the date furnished to Kane County.

Sincerely,

Elizabeth Gallagher, PE, SE
 Senior Vice President
 Illinois Division Manager

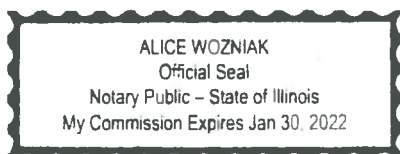
EG:qmf

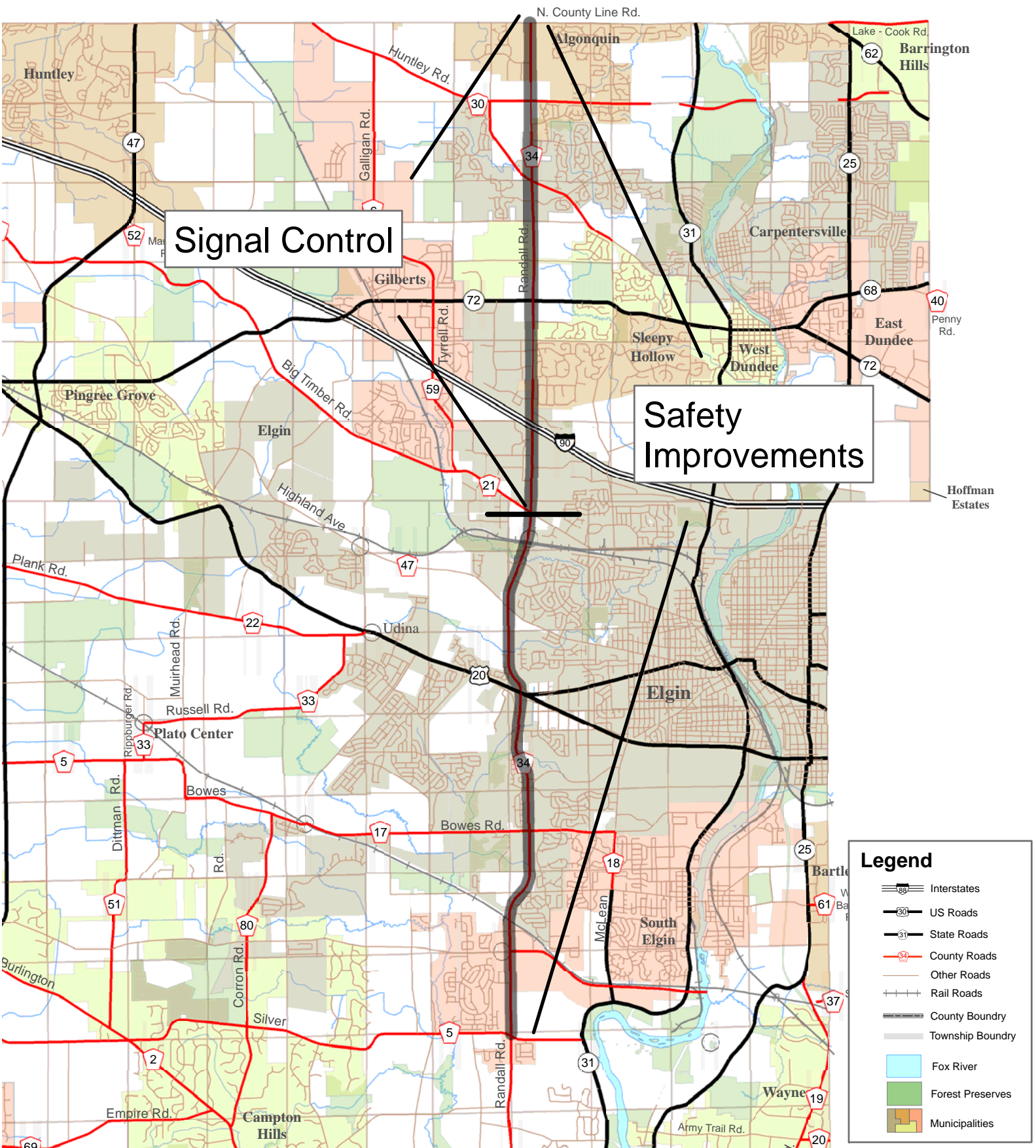
County of Cook
 State of Illinois
 Subscribed and sworn to before me this 5 th day of July, 2018

Notary Public

Commission expires: Jan 30, 2022

Seal:





Section Number 14-00441-00-TL
 Adaptive Signal Control Improvements
 Randall Road - Silver Glen Road to North County Line Road

0 2,000 4,000 8,000 12,000 16,000 Feet

0 1 2 3 4 Miles

KANE COUNTY
 Division of

Packet Pg. 302



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving an Intergovernmental Agreement with the State of Illinois for Phase III Construction for Fabyan Parkway at Kirk Road Intersection Improvements, Kane County Section No. 11-00201-04-CH

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: N/A
If not budgeted, explain funding source: N/A	

Summary:

Attached is an intergovernmental agreement with IDOT that will provide for Federal reimbursement towards a significant portion of the Fabyan Parkway at Kirk Road intersection reconstruction project. Federal Congestion Mitigation and Air Quality Program (CMAQ) funds will provide an estimated \$7,158,000 (74%) of the total \$9,692,902 project cost. State Truck Access Route Program (TARP) funds totaling \$382,500 (4%) will go towards a portion of the local match with the remaining total local (County) contribution estimated to be \$2,152,402 (22%). Staff recommends that a 25% contingency (\$538,101) be added for a total estimated local share of \$2,690,503.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

**APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS
FOR PHASE III CONSTRUCTION FOR FABYAN PARKWAY AT KIRK ROAD
INTERSECTION IMPROVEMENTS, KANE COUNTY SECTION NO. 11-00201-04-CH**

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and the Illinois Compiled Statutes, (5 ILCS 220/1, *et seq.*) authorizes the County of Kane (County) and the State of Illinois (State) to cooperate in the performance of their respective duties and responsibilities by contract and other agreements; and

WHEREAS, the County and the State (through its Illinois Department of Transportation) desire to cooperate among themselves to accomplish the Kane County Highway No. 8 (Fabyan Parkway) at Kane County Highway No. 77 (Kirk Road) Intersection Improvement, (Kane County Section No. 11-00201-04-CH), (hereinafter referred to as the "Improvement"); and

WHEREAS, the County and the State desire to undertake Phase III Construction for the Improvement at an estimated cost of \$9,692,902.00; and

WHEREAS, the Improvement is deemed by the County and the State to be of immediate benefit to the residents of the County of Kane and the State of Illinois in that it shall facilitate the efficient movement of traffic and provide for the safety of the motoring public; and

WHEREAS, the County and the State have determined a mutually satisfactory allocation of responsibilities and costs for said Improvement as set forth in an intergovernmental agreement with the State (a copy of which is on file with the Kane County Clerk's Office), with the County's share of the Phase III Construction cost estimated to be \$2,152,402.00; and

WHEREAS, the County deems it prudent to include in its estimated Phase III Construction cost a contingency of twenty five percent (\$538,101.00) for a total County cost estimate for the Improvement to be Two Million, Six Hundred Ninety Thousand, Five Hundred Three Dollars, (\$2,690,503.00).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute an intergovernmental agreement(s) with the State of Illinois acting through the Illinois Department of Transportation for Phase III Construction for the Improvement.


Passed by the Kane County Board on August 14, 2018.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:

18-08 KirkFbynLAA

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency	State Contract	Day Labor	Local Contract	RR Force Account
	County of Kane	X			
	Section	Fund Type		ITEP, SRTS, or HSIP Number(s)	
	11-00201-04-CH	CMAQ			
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
91-362-12	FOLK(303)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

Location

Local Name Kirk at Fabyan Route CH 77 and CH Length 0.3

Termini _____

Current Jurisdiction County of Kane TIP Number 09-12-0011 Existing Structure No _____

Project Description

Intersection improvements, channelization

Division of Cost

Type of Work	CMAQ	%	TARP	%	LPA	%	Total
Participating Construction	7,158,000	()	382,500	(*)	\$2,152,402	()	9,692,902
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials		()		()		()	
TOTAL	\$ 7,158,000		\$ 382,500		\$ 2,152,402		\$ 9,692,902

State TARP funds NTE \$382,500 to be used as partial local match

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of LPA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month.
 METHOD C---LPA's Share bal _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA's** certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LPA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** 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.). In the absence of a USDOT – approved **LPA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the **STATE** is reimbursing the **LPA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map, Number 2 – LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable)

The **LPA** further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Christopher J. Lauzen

Name of Official (Print or Type Name)

County Board Chair

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is 36-6006585 conducting business as a Governmental Entity.

DUNS Number 945248565

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary of Transportation

Date

By:

Erin Aleman, Director of Planning & Programming

Date

Erin Aleman, Director of Planning & Programming

Date

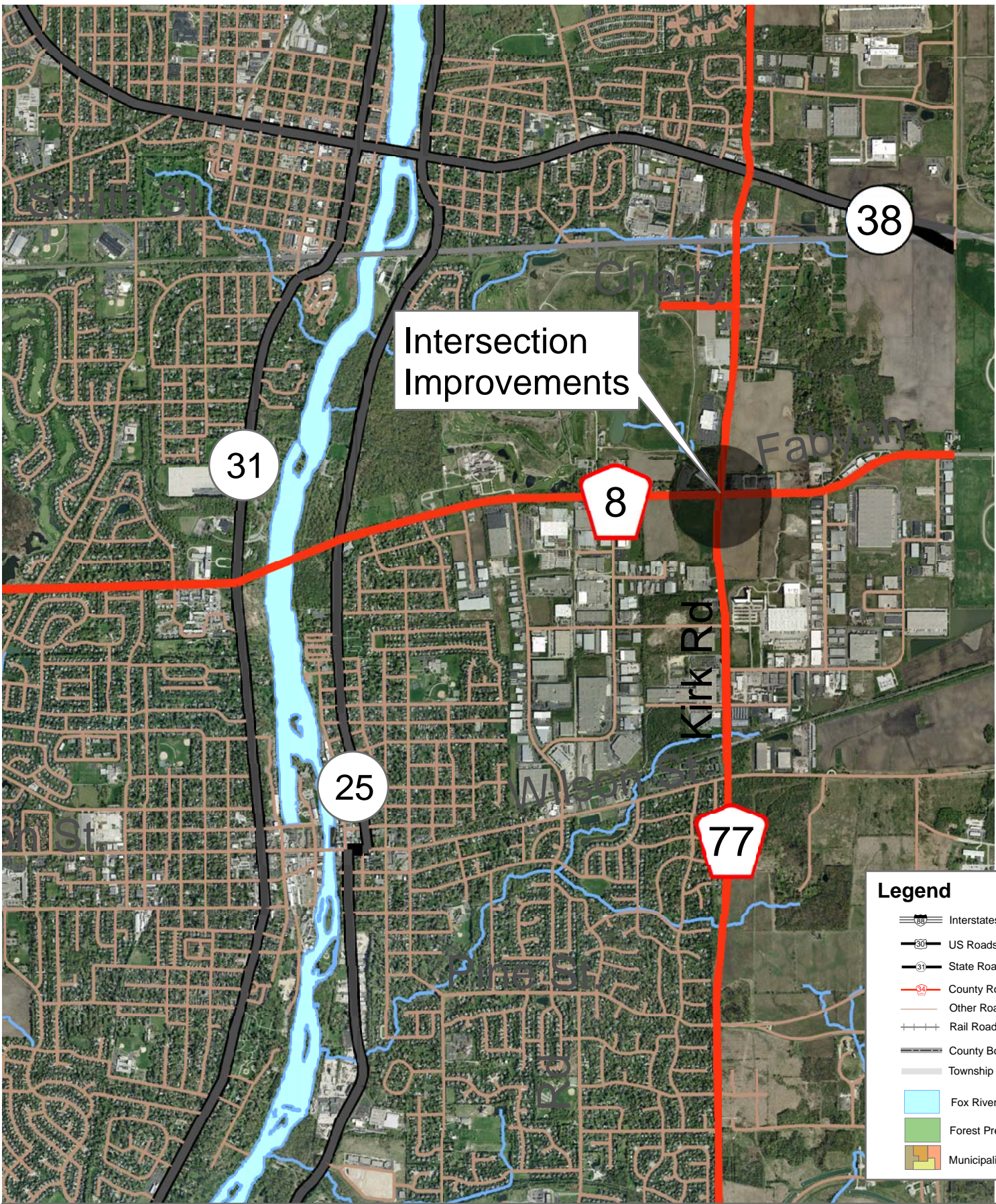
Philip C. Kaufmann, Chief Counsel

Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

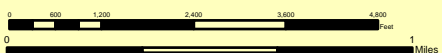


Intersection Improvements

Legend

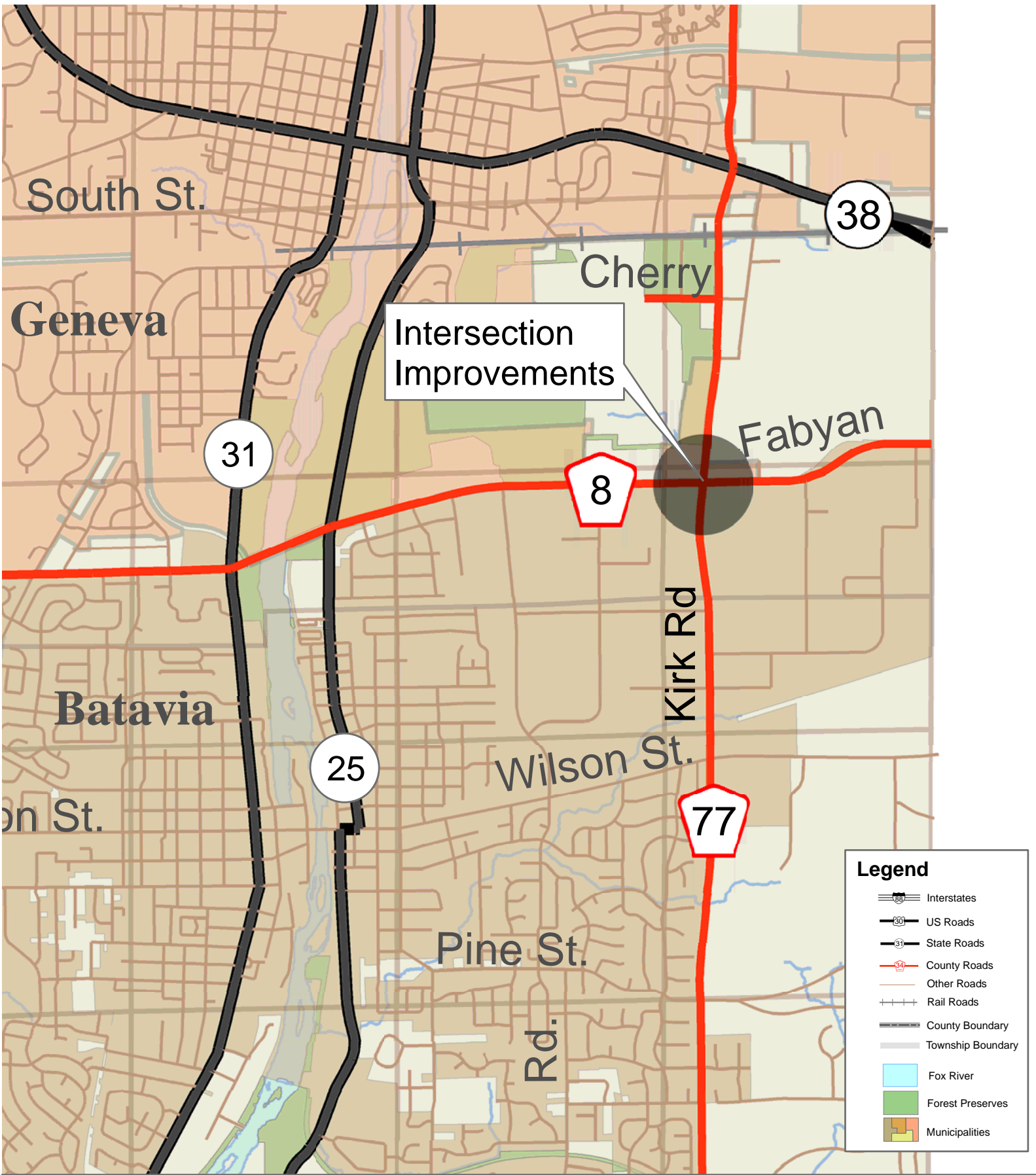
- Interstates
- US Roads
- State Roads
- County Roads
- Other Roads
- Rail Roads
- County Boundary
- Township Boundary
- Fox River
- Forest Preserves
- Municipalities

Section Number 11-00201-04-CH
 Kirk Road at Fayban Parkway



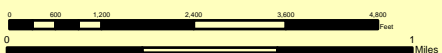
Hempstead	Rolland	Dorcas
Burlington	Paris	Elgin
Vergennes	Campton	
Kennelworth	Blackburn	Genoa
Sty-Rock	Singer-Grove	Acron





Section Number 11-00201-04-CH
 Kirk Road at Fayban Parkway

Hempstead	Ruford	Dundee
Burlington	Paris	Elgin
Vergennes	Compton	
Kennelsville	Blackburn	Geneva
Big Rock	Singer Grove	Aurora





RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving an Intergovernmental Agreement with the State of Illinois for Phase III Construction for Longmeadow Parkway Section C-3, Kane County Section No. 18-00215-22-CH

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: N/A
If not budgeted, explain funding source: N/A	

Summary:

Attached is an intergovernmental agreement with IDOT that will provide for State funding towards nearly 100% of construction costs of the Longmeadow Parkway Section C-3 - IL 25 intersection improvements. State funds will provide an estimated \$5,560,842 (99.8%) of the total amount (\$5,572,550) for construction. The estimated County participation is a \$11,708 for an anti-graffiti coating to a retaining wall pay item, which IDOT has requested be funded 100% by Kane County. Staff recommends that a 25% contingency (\$2,927) be added for a total estimated local share of \$14,635.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

**APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS
FOR PHASE III CONSTRUCTION FOR LONGMEADOW PARKWAY SECTION C-3, KANE
COUNTY SECTION NO. 18-00215-22-CH**

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and the Illinois Compiled Statutes, (5 ILCS 220/1, *et seq.*) authorizes the County of Kane (County) and the State of Illinois (State) to cooperate in the performance of their respective duties and responsibilities by contract and other agreements; and

WHEREAS, the County and the State (through its Illinois Department of Transportation) desire to cooperate among themselves to accomplish construction of the Longmeadow Parkway Bridge Corridor, (Kane County Section No. 18-00215-22-CH), (hereinafter referred to as the "Improvement"); and

WHEREAS, the County and the State desire to undertake Phase III Construction for the Improvement at an estimated cost of \$5,572,550.00; and

WHEREAS, the County and the State have determined a mutually satisfactory allocation of responsibilities and costs for said Improvement as set forth in an intergovernmental agreement with the State (a copy of which is on file with the Kane County Clerk's Office), with the County's share of the Phase III Construction cost estimated to be \$11,708.00; and

WHEREAS, the County deems it prudent to include in its estimated Project cost a contingency of twenty five percent (\$2,927.00) for a total cost estimate to be \$14,635.00.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute an intergovernmental agreement with the State of Illinois acting through the Illinois Department of Transportation for Phase III Construction for the Improvement.

Passed by the Kane County Board on August 14, 2018.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:

18-08 LMPC3LAAIDOT

Local Agency	 Illinois Department of Transportation Local Agency Agreement for State Participation	Job Number - Construction
County of Kane		91-189-18
Section 18-00215-22-CH		Job Number - Engineering/ROW

This Agreement is made and entered into between the above local agency hereinafter referred to as "LA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below.

Location

Local Name Longmeadow Parkway Section C3 Route CH87 Length .1

Termini at IL 25

From just west of intersection with IL 25 to connect to western terminus of Longmeadow Section D

Current Jurisdiction Kane

Project Description

Construct new signalized intersection at Longmeadow Parkway at IL 25

Division of Cost

Type of Work	STATE	LA	Total
Participating Construction	5,560,842		5,560,842
Non-Participating Construction		11,708	11,708
Preliminary Engineering			0
Construction Engineering			0
Right-of-Way			0
			0
TOTAL	\$5,560,842	\$ 0	\$5,572,550

Note: Total STATE funds NTE \$5,560,842. Local non-participating \$11,708 for anti-graffiti coating.

Payment Method (check one):

- Upon execution of the construction contract and request of payment from the LA, the STATE will pay the LA 95% of its share of the project costs. The remaining 5% will be paid to the LA upon receipt of the final invoice.
- The STATE will reimburse the LA for the STATE share of the project on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA

Agreement Provisions

1. It is mutually agreed that the PROJECT will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.
2. Construction of the PROJECT will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
3. The LA will certify to the STATE that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been obtained or are not required, prior to the LA advertising for bids for the PROJECT.
4. The PROJECT will be let and awarded by the LA upon approval of the plans and specifications by the STATE.
5. The LA agrees to retain jurisdiction and to maintain or cause to be maintained the completed PROJECT in a manner satisfactory to the STATE unless otherwise specified by addendum.
6. Upon approval of the final plans and specifications by the STATE and the LA, the LA agrees to accept bids and award the contract to the lowest responsible bidder after receipt of a satisfactory bid and concurrence in the award has been received from the STATE. If necessary the LA agrees to provide, or cause to be provided, all of the initial funding necessary to complete the project subject to reimbursement by the STATE.
7. The LA shall maintain, for a minimum of 3 years after the completion of the project, adequate books, records, and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the project shall be available for review and audit by the Auditor General and the Department. The LA agrees to cooperate fully with any audit conducted by the Auditor General and the Department and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract of which adequate books, records, and supporting documentation are not available to support their purported disbursement.
8. To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
9. Upon completion of this phase of the project, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the project. If a final invoice is not received within one year of completion of this phase of the project, the most recent invoice may be considered the final invoice and the obligation of funds closed.
10. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly fails to appropriate or otherwise make available funds for the work contemplated herein.
11. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.
12. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Local Agency County of Kane	Section 08-00215-22-CH
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EXHIBITS

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.
Exhibit A - Location Map

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

Christopher J. Lauzen

Name of Official (Print or Type Name)

County Board Chair

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is
36-6006585 conducting business as a Governmental
Entity.

NOTE: If signature is by an APPOINTED official, a resolution
authorizing said appointed official to execute this agreement is
required.

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary of Transportation

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

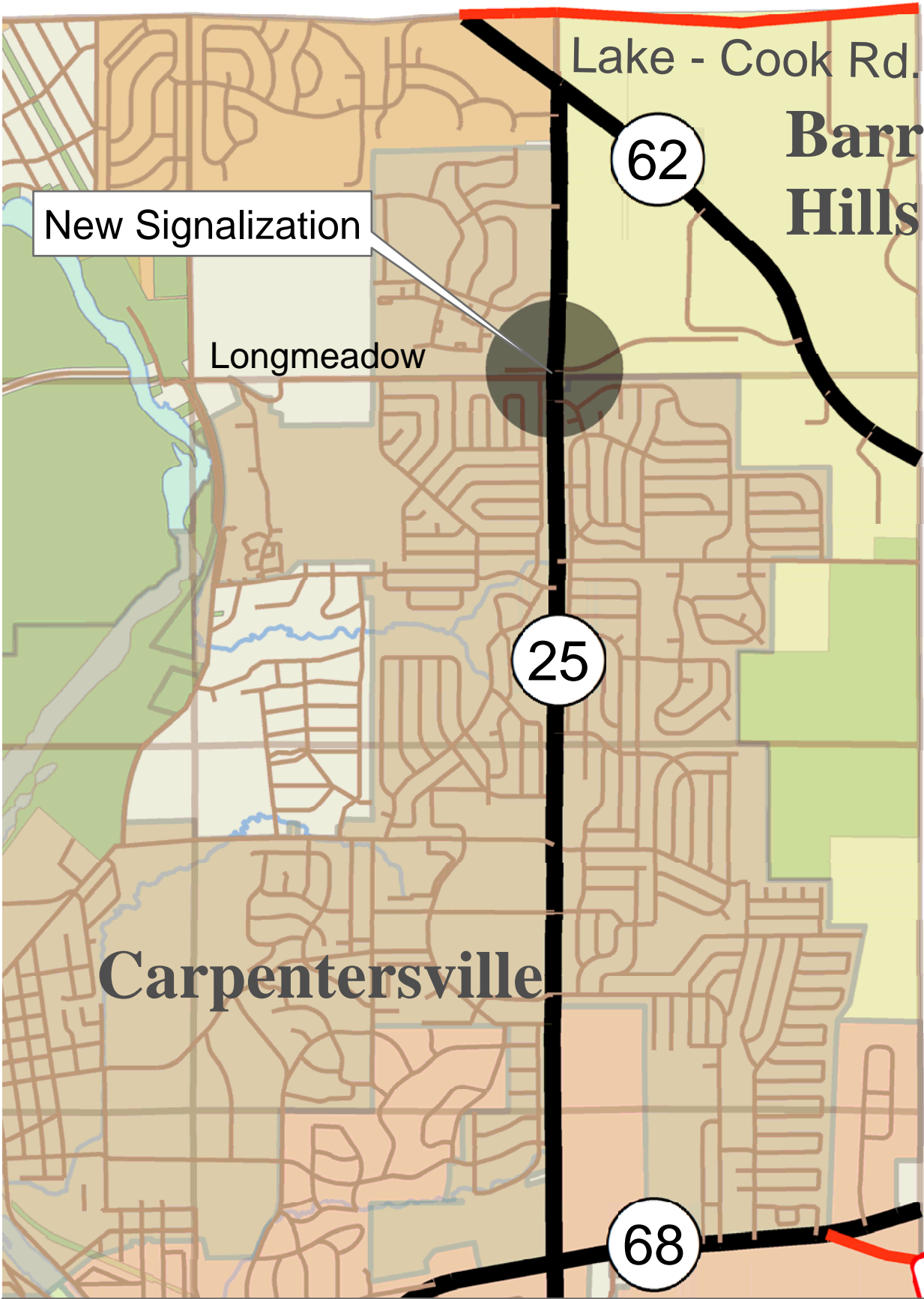
William M. Barnes, Chief Counsel

Date

Jeff Heck, Chief Fiscal Officer (CPO)

Date

Local Agency County of Kane	Section 08-00215-22-CH
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New Signalization

Longmeadow

Lake - Cook Rd.

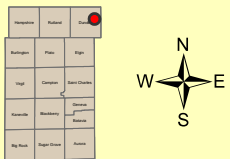
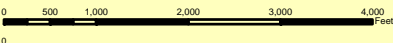
Barrington Hills

Carpentersville

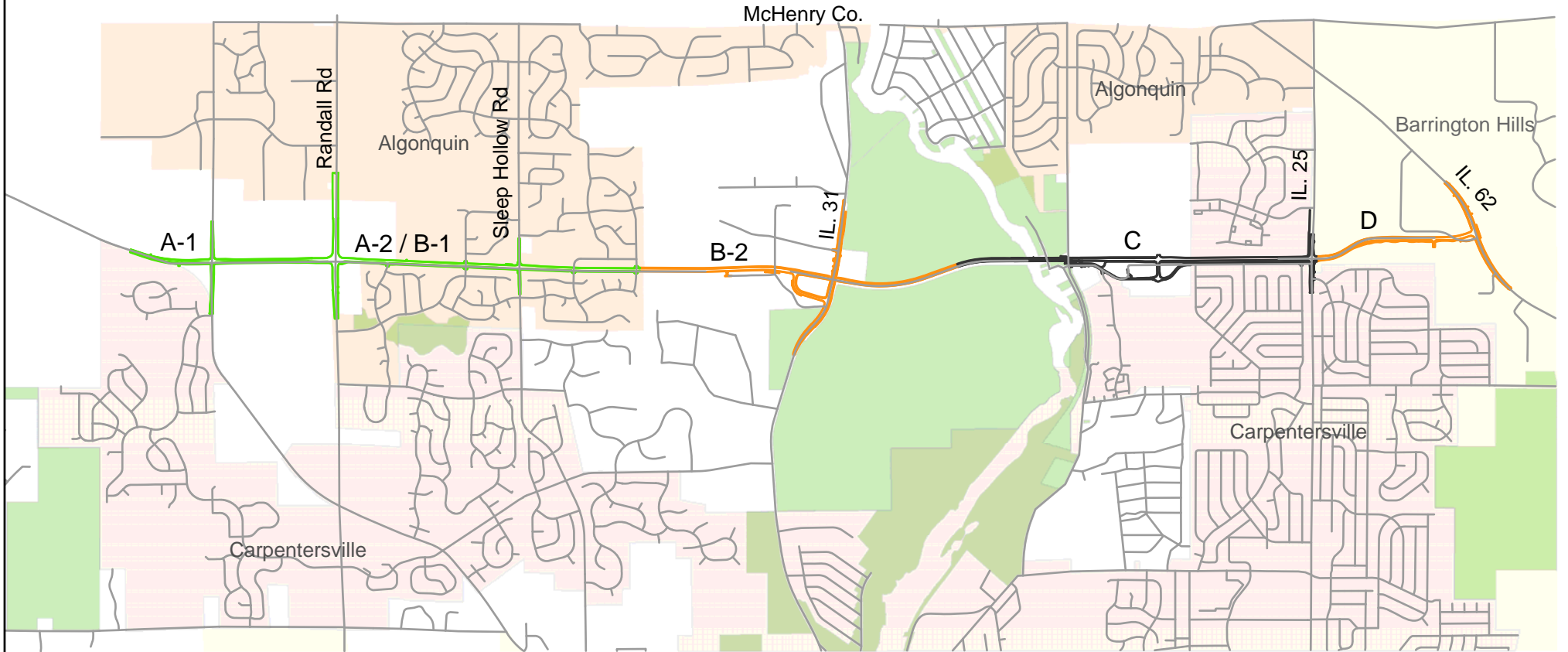
Legend

- Interstates
- US Roads
- State Roads
- County Roads
- Other Roads
- Rail Roads
- County Boundary
- Township Boundary
- Fox River
- Forest Preserves
- Municipalities

Section Number 18-00215-22-CH
 Longmeadow Parkway Section C3
 New Signalization at Illinois Route 25



Longmeadow Parkway



Legend

- Construction Complete
- Under Construction
- Targeting Construction Late 2018-2021



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving a Phase III Construction Engineering Services Agreement with Clark and Dietz, Inc. of Chicago, Illinois for Longmeadow Parkway Section C-3, Kane County Section No. 18-00215-22-CH

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$599,819.72
If not budgeted, explain funding source: N/A	

Summary:

The Longmeadow Parkway Corridor Construction Section C-3 improvement will construct approximately 1,300 feet of the new Longmeadow Roadway pavement near the IL Route 25 intersection, as well as reconstruct and improve approximately 1,800 feet of pavement on IL Route 25 in preparation for traffic signal installation improvements that will occur in the future at the intersection. Staff utilized the qualifications-based consultant selection process to review 15 Statements of Interest and interviewed 3 firms before selecting Clark and Dietz Inc. for the Phase III Construction Engineering Services. The negotiated contract is for an amount not to exceed \$599,819.72. Information regarding the QBS process and selection details can be found on the KDOT website.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

APPROVING A PHASE III CONSTRUCTION ENGINEERING SERVICES AGREEMENT WITH CLARK AND DIETZ, INC. OF CHICAGO, ILLINOIS FOR LONGMEADOW PARKWAY SECTION C-3, KANE COUNTY SECTION NO. 18-00215-22-CH

WHEREAS, Phase III Construction Engineering services are required for the Longmeadow Parkway Section C-3 Project (hereinafter referred to as the "Improvement"); and

WHEREAS, in order to successfully accomplish the Improvement, it is necessary to retain the services of a professional engineering firm to provide Phase III Construction Engineering services therefor; and

WHEREAS, Clark and Dietz, Inc., 118 S. Clinton Street #700, Chicago, Illinois has experience and professional expertise in Phase III Construction Engineering and is willing to perform the required Phase III Construction Engineering services for an amount not to exceed \$599,819.72 as set forth in the Phase III Construction Engineering Services agreement (a copy of which is on file with the County Clerk's Office).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute a Phase III Construction Engineering services agreement with Clark and Dietz, Inc. for the Improvement.

BE IT FURTHER RESOLVED that the Kane County Board appropriate the not to exceed sum of Five Hundred Ninety Nine Thousand Eight Hundred Nineteen Dollars and 72/100 (\$599,819.72) from Transportation Capital Fund #540, Line Item #50140 (Engineering) to pay for said Phase III Construction Engineering services for the Improvement.

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
540.520.525.50140	Engineering	Yes	Yes	

Passed by the Kane County Board on August 14, 2018.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:

18-08 LMPC3ClrkDtz

**AN AGREEMENT BETWEEN THE COUNTY OF KANE and
CLARK DIETZ INC.
LONGMEADOW PARKWAY CORRIDOR
IL ROUTE 25 INTERSECTION IMPROVEMENT
KANE COUNTY SECTION NO. 18-00215-22-CH**

PURCHASE ORDER #2018-xxx

This Agreement made this 14th day of August 2018 between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the “COUNTY”), and **Clark Dietz Inc.**, an Illinois corporation and Illinois licensed professional engineering firm, with offices at 118 South Clinton Street, suite 700 Chicago, Illinois 60661 (hereinafter referred to as the “ENGINEER”). The COUNTY and the ENGINEER are sometimes hereinafter collectively referred to as the “PARTIES” and individually as a “PARTY”.

WITNESSETH

WHEREAS, it is deemed to be in the best interest of the COUNTY and the motoring public to provide construction observation services for the COUNTY’s Longmeadow Parkway – Illinois State Route 25 Intersection Improvement (hereinafter referred to as the “Project”); and

WHEREAS, in order to provide construction observation services for the PROJECT, it is necessary to retain the services of a professional engineering firm to perform said services for the; and,

WHEREAS, the ENGINEER has experience and professional expertise in construction observation services and is willing to perform said services for the Project for a total amount not to exceed Five Hundred Ninety Nine Thousand Eight Hundred Nineteen Dollars and seventy two cents (\$599,819.72); and

WHEREAS, the COUNTY has determined that it is in the COUNTY’S best interest to enter into this Agreement with the ENGINEER.

NOW, THEREFORE, in consideration of the above stated preambles, the mutual covenants and agreements herein set forth, the PARTIES do hereby mutually covenant, promise, agree and bind themselves as follows:

1.0 INCORPORATION

1.1 All of the preambles set forth hereinabove are incorporated into and made part of this Agreement.

2.0 SCOPE OF SERVICES

2.1 Services for the Project are to be provided by the ENGINEER according to the specifications set forth in Exhibit “A” which is attached hereto and incorporated herein. The services are sometimes hereinafter also referred to as the “work”.

3.0 NOTICE TO PROCEED

3.1 Authorization to proceed with the work described and as otherwise set forth in Exhibit "A" shall be given on behalf of the COUNTY by the Kane County Engineer, in the form of a written notice to proceed (hereinafter "Notice to Proceed"), following execution of this Agreement by the County Board Chairman of the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

4.1 The prior written approval of the Kane County Engineer shall be required before any technical sub-consultants are hired by the ENGINEER to perform any of the work.

4.2 Any such sub-consultants shall be hired and supervised by the ENGINEER and the ENGINEER shall be solely responsible for any and all work performed by said sub-consultants in the same manner and with the same liability as if performed by the ENGINEER.

5.0 TIME FOR PERFORMANCE

5.1 The ENGINEER shall commence work on the Project as directed in the Notice to Proceed. The COUNTY is not liable and will not pay the ENGINEER for any work performed prior to the date of the Notice to Proceed or after termination of this Agreement.

5.2 Within ten (10) days after the Notice to Proceed is mailed or otherwise transmitted to the ENGINEER, the ENGINEER shall submit a schedule for completion of the Project. The schedule is subject to approval by the County Engineer.

6.0 COMPENSATION

6.1 The COUNTY shall only pay the ENGINEER for work performed and shall pay only in accordance with the provisions of this Agreement.

6.2 For work performed, the COUNTY shall pay the ENGINEER based upon the hourly rates set forth in Exhibit "B", which is attached hereto and incorporated herein and which rates includes overhead and profit.

6.3 For direct expenses, the COUNTY shall pay the ENGINEER for supplies and materials required for the completion of all work defined in the exhibit(s) attached hereto.

6.4 For direct expenses, the ENGINEER shall include copies of receipts from suppliers for expendable materials with its invoice to the COUNTY. Computer charges will not be allowed as direct expenses.

6.5 Within 45 days of receipt, review and approval of properly documented invoices, the COUNTY shall pay or cause to be paid to the ENGINEER partial payments of the compensation specified in this Agreement. Payment will be made in the amount of sums earned less previous partial payments. However, the COUNTY reserves the right to hold back a sum equal to five percent (5%) of the total contract sum to ensure performance satisfactory to the Kane County Engineer.

6.6 Total payments to the ENGINEER under the terms of this Agreement shall not exceed Five Hundred Ninety Nine Thousand Eight Hundred Nineteen Dollars and seventy two cents (\$599,819.72).

6.7 The ENGINEER shall use the COUNTY's Automatic Clearing House (ACH) payment program. Any payments to the ENGINEER shall be made by (ACH) payment program. The ENGINEER shall use and complete the vendor agreement found at:

<http://www.countyofkane.org/Documents/Finance%20Department/Vendor%20Information/achBrochure.pdf>

7.0 DELIVERABLES.

7.1 The ENGINEER shall provide the COUNTY, prior to the termination of this Agreement, or at such time as the Kane County Engineer directs, any required deliverables related to work performed under this Agreement.

7.2 Upon receipt, review and acceptance of all deliverables by the COUNTY (if required), final payment will be made to the ENGINEER by the COUNTY.

8.0 ENGINEER'S INSURANCE

8.1 The ENGINEER shall, during the term of this Agreement and as may be required thereafter, maintain, at its sole expense, insurance coverage including:

A. Worker's Compensation Insurance in the statutory amounts.

B. Employer's Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) each accident/injury and Five Hundred Thousand Dollars (\$500,000) each employee/disease.

C. Commercial General Liability Insurance, (including contractual liability) with limits of not less than One Million Dollars (\$1,000,000) per occurrence bodily injury/property damage combined single limit; Two Million Dollars (\$2,000,000) excess liability coverage in the aggregate for injury/property damage combined single limit and Two Million Dollars (\$2,000,000) in the aggregate for products-completed operations.

D. Commercial Automobile Liability Insurance with minimum limits of at least One Million Dollars (\$1,000,000) for any one person and One Million Dollars (\$1,000,000) for any one occurrence of bodily injury or property damage.

E. Professional Errors and Omissions Insurance with a minimum limit of One Million Dollars (\$1,000,000).

8.2 It shall be the duty of the ENGINEER to provide to the COUNTY copies of the ENGINEER'S certificates of insurance before issuance of the Notice to Proceed. The certificate of insurance shall provide the following:

- (i) the County of Kane shall be listed as the certificate holder,
- (ii) the Section Number as contained in the title of this Agreement,
- (iii) the Purchase Order Number as set forth on page one of this Agreement.

8.3 The ENGINEER shall provide the COUNTY and maintain a certificate of insurance for its General Liability Policy which certificate shall include the COUNTY as additional named insured. The additional insured endorsement included on the ENGINEER'S Commercial General Liability policy will provide the following:

- A. That the coverage afforded the additional insured will be primary insurance for the additional insured with respect to claims arising out of operations performed by or on behalf of the ENGINEER;
- B. That if the additional insured has other insurance which is applicable to the loss, such other insurance will be only on an excess or contingent basis;
- C. That the amount of the ENGINEER'S liability under the insurance policy will not be reduced by the existence of such other insurance; and,
- D. That the certificate of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, nor renewal refused until at least thirty (30) days prior written notice has been given to COUNTY.

8.4 The insurance required to be purchased and maintained by ENGINEER shall be provided by an insurance company acceptable to the County with an AM Best rating of A- or better, and licensed to do business in the State of Illinois; and shall include at least the specified coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater. In no event shall any failure of the COUNTY to receive policies or certificates of insurance or to demand receipt of the same be construed as a waiver of the ENGINEER'S obligation to obtain and keep in force the required insurance.

9.0 INDEMNIFICATION.

- 9.1 To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the COUNTY, and its officials, directors, officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including but not limited to court costs and attorney's fees, arising out of or resulting from performance of the work, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the ENGINEER, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, excluding any proportionate amount of any claim, damage, loss or expense which is caused by the negligence of the COUNTY. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity, which would otherwise exist as to a PARTY or person described in this paragraph. In claims against the COUNTY and its officials, directors, officers, agents, and employees by an employee of the ENGINEER, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the ENGINEER or a sub-consultant under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents, and employees, from defending through the selection and use of their own agents, attorneys and experts, to defend any claims, actions or suits brought against them.
- 9.3 If any errors, omissions, intentional or negligent acts are made by the ENGINEER or sub-consultant in any phase of the work, the correction of which requires additional field or office work, the ENGINEER shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY.
- 9.4 Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for the quality of the work, nor of the ENGINEER'S liability for loss or damage to property or persons resulting therefrom.

10.0 SATISFACTORY PERFORMANCE.

- 10.1 The ENGINEER'S and sub-consultant's standard of performance under the terms of this Agreement shall be that which is to the satisfaction of the COUNTY and meets or exceeds the quality and standards commonly accepted in the industry in the Chicago Metropolitan area.

11.0 CONFLICT OF INTEREST.

- 11.1 The ENGINEER covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in

any manner with the performance of ENGINEER'S services under this Agreement.

- 11.2 The ENGINEER, by its signature on this Agreement, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Purchasing Act; and further certifies that it has not been barred from contracting with a unit of State or Local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, 1992, Chapter 720, paragraph 5/33E-3).

12.0 OWNERSHIP OF DOCUMENTS.

- 12.1 The ENGINEER agrees that all survey data, reports, drafting, studies, specifications, estimates, maps and computations prepared by the ENGINEER under the terms of this Agreement shall be properly arranged, indexed and delivered to the COUNTY within ninety (90) days of written request therefor.
- 12.2 The documents and materials made or maintained under this Agreement shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the ENGINEER other than as provided in this Agreement.

13.0 COMPLIANCE WITH STATE AND OTHER LAWS – PREVAILING WAGE ACT.

- 13.1 The ENGINEER and sub-consultants will comply with all State, Federal and Local statutes, ordinances and regulations; and will obtain all permits as are applicable.
- 13.2 The ENGINEER and any sub-consultants shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice.
- 13.3 The ENGINEER and any sub-consultant(s) shall comply with all applicable State and Federal Prevailing Rate of Wage Laws, and shall take all steps necessary to remain in compliance therewith. (See Exhibit “C”);
- 13.4 The ENGINEER and any sub-consultant(s) shall comply with the Kane County Ethics Ordinance (Article II, Division 3, Section 2-211) and shall take all steps necessary to remain in compliance therewith.

14.0 MODIFICATION OR AMENDMENT.

- 14.1 The terms of this Agreement may only be modified or amended by a written document duly executed by both PARTIES.

15.0 TERM OF THIS AGREEMENT.

- 15.1 The term of this Agreement shall begin on the date this Agreement is fully executed and shall continue in full force and effect until the earlier of the following occurs:
- A. The PARTY'S termination of this Agreement in accordance with the terms of Section 16.0; or
 - B. Upon the 427th day after receipt by the ENGINEER of the Notice to Proceed from the Kane County Engineer on behalf of the COUNTY. (The fee payable to the ENGINEER for services rendered shall be for 427 calendar days during the periods from April 30, 2019 to June 30, 2020 as set forth on Exhibit A attached hereto).
- 15.2 In the event the required calendar days are exceeded and/or anticipated personnel requirements are not adequate and remaining funds are not sufficient to complete the Project, adjustments in total compensation to the ENGINEER may be determined through negotiation between the COUNTY and the ENGINEER. The COUNTY shall however, have no obligation to agree to any such adjustment.
- 15.3 The date of the first calendar day for this Agreement shall be the date of receipt of the Notice to Proceed by the ENGINEER from the COUNTY. In the event the Project work is suspended as recorded on the "Report of Starting and Completion Date," the calendar days for this Agreement will also be suspended for a like amount of time.

16.0 TERMINATION ON WRITTEN NOTICE.

- 16.1 Except as otherwise set forth in this Agreement, the ENGINEER shall have the right to terminate this Agreement for cause upon serving sixty (60) days written notice upon the COUNTY.
- 16.2 The COUNTY may terminate this Agreement at any time upon written notice to the ENGINEER.
- 16.3 Upon termination of this Agreement, the obligations of the PARTIES to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Notwithstanding anything in this Agreement to the contrary however, the obligations of the ENGINEER to indemnify and hold harmless the COUNTY as provided for in Section 9.0 of this Agreement shall survive the termination of this Agreement.
- 16.4 Upon termination of this Agreement, all data, work products, reports and documents produced, as a result of this Agreement shall become the property of the COUNTY.

17.0 ENTIRE AGREEMENT.

- 17.1 This Agreement contains the entire agreement between the parties.

17.2 There are no other covenants, promises, conditions or understandings, either oral or written, other than those contained herein.

18.0 NON-ASSIGNMENT.

18.1 This Agreement shall not be assigned by either PARTY without prior written approval by the other PARTY requesting the assignment.

19.0 SEVERABILITY.

19.1 In the event any provision of this Agreement is held to be unenforceable for any reason, the enforceability thereof shall not affect the remainder of the agreement, which will remain in full force and effect and enforceability in accordance with its terms.

20.0 GOVERNING LAW.

20.1 This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

20.2 Venue for any dispute arising hereunder shall be in the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois.

21.0 NOTICE.

Any required notice shall be sent to the following addresses and PARTY:

KANE COUNTY DIVISION OF TRANSPORTATION
41W011 Burlington Road
Saint Charles, IL 60175
Attn.: Carl Schoedel, P.E., Kane County Engineer

Clark Dietz, Inc.
118 South Clinton Street, suite 700
Chicago, Illinois 60661
Attn.: Jerald T. Payonk, Executive Vice-President

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

COUNTY OF KANE

CLARK DIETZ, INC.

CHRISTOPHER LAUZEN
CHAIRMAN, KANE COUNTY BOARD

By: Jerald T. Payonk,
Executive Vice-President

ATTEST:

ATTEST:

JOHN A. CUNNINGHAM
KANE COUNTY CLERK

By: Allen J. Staron
Senior Vice President

EXHIBIT A

Consulted Construction Management/Observation

A. OVERVIEW

THE CONSULTANT AGREES:

1. To perform or be responsible for the performance of the following checked engineering services for the COUNTY in connection with the proposed improvement herein described:
 - a. (X) Furnish or cause to be furnished:
 - i. Construction observers and other technical personnel to perform the construction observation. The COUNTY, based upon the project scope, shall direct the amount of personnel.
 - ii. Continuous observation of the work and Contractor's operations for compliance with the plans and specifications as construction proceeds, however the CONSULTANT does not guarantee the contract performance of the Contractor.
 - iii. Maintain daily records of Contractor's activity which shall include:
 - (i) Project Diary
 - (ii) Inspector's Daily Report (I.D.R.)
 - (iii) Quantity Book
 - (iv) Resident's Weekly Report
 - (v) Paving Summary (Field Book)
 - (vi) All other documentation required by the DEPARTMENT
 - iv. Supervision of construction observers, proportioning engineers, and other technical personnel and also the type, frequency, and location of material testing and sampling.
 - v. Establishment of centerline control and recover benchmarks. Also, random checks or as required by the COUNTY of Contractor's construction staking activities.
 - vi. Preparation and submission to the COUNTY in required form and number of copies, all partial and final Pay Estimates, Change Orders, records and reports required by the COUNTY.
 - vii. Insure that all required evidence of material certification and inspection is received from the Contractor before final payment is made.
 - viii. Mark contract plans in red to provide record drawings (As-Built Plans) of the completed project for permanent record. Submit one set of As-Built Plans to the COUNTY at the time of final payment.
 - ix. To prepare for and provide materials as directed by the COUNTY for and attend the Pre-Construction Conference, and provide meeting minutes to the COUNTY no later than 7 days from the date of the meeting.

- x. To schedule, coordinate, and provide an agenda for weekly progress meetings. Also, to provide meeting minutes to the COUNTY no later than 7 days from the date of the meeting.
 - xi. The basic survey notes and sketches, charts, computations and other data and records prepared or obtained by the CONSULTANT pursuant to this agreement will be made available upon request to the COUNTY without cost and without restriction or limitation as to their use.
 - xii. To submit to the COUNTY a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this agreement.
- b. (X) Coordinate, furnish or cause to be furnished:
- i. 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 Illinois Department of Transportation and promptly submit reports on forms prepared by said Bureau.
 - ii. Proportioning and testing of bituminous mixtures in accordance with the “Manual of instructions for Bituminous Proportioning and Testing” issued by the Bureau of Materials and Physical Research of the Illinois Department of Transportation and promptly submit reports on forms prepared by said Bureau.
 - iii. All compaction tests as required by the specifications or as directed by the COUNTY and report promptly the same on forms prepared by the Bureau of Materials and Physical Research of the Illinois Department of Transportation.
 - iv. Quality and sieve analysis on local aggregates that are not from approved producers (as listed by the Bureau of Materials and Physical Research of the Illinois Department of Transportation) to see that they comply with the specifications contained within the contract.
 - v. Inspect all materials when the Bureau of Materials and Physical Research of the Illinois Department of Transportation do not provide inspection at the source and submit inspection reports to the COUNTY in accordance with the policies of the said COUNTY.

B. REQUIRED SERVICES AND PROCEDURES FOR CONSULTED CONSTRUCTION MANAGEMENT/OBSERVATION

1. DUTIES AND AUTHORITY OF THE RESIDENT ENGINEER/TECHNICIAN

The Resident Engineer/Technician (Resident) provided by the CONSULTANT, who from this point on shall be referred to, as the Resident along with his/her staff is responsible for all construction details on the project. He/she shall report directly to the Kane County Division of Transportation (KDOT) Construction Section Chief or his Supervising Project Manager

(PM). The Resident is expected to accept delegated responsibility and to make decisions within the authority delegated to him/her. A Resident's first duty is to enforce the contract and specification requirements. The Resident shall 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.

In addition the Resident is expected to make the day-to-day decisions to the extent that his/her experience and construction knowledge permit. However, the Resident is not authorized nor should he/she attempt to revise, delete, or change the contract provisions. When contract, plan, or specification changes are anticipated the Resident should contact the KDOT PM for guidance. The Resident also shall schedule, attend, and provide meeting minutes for all necessary meetings.

The Resident shall be the KDOT public relations person when dealing those the contract may involve and inconvenience. The Resident shall assure contract compliance with respect to:

- a. Contract Proposal
 - i. Special Provisions
 - ii. Highway Standards
- b. Plans
 - i. General Notes
 - ii. Typical Sections
 - iii. Plan and Profile Sheets
 - iv. Cross Section Sheets
 - v. Highway Standards
 - vi. All Special Detail Sheets
- c. "Supplemental Specifications and Recurring Special Provisions"
- d. "Standard Specifications for Road and Bridge Construction"
- e. Payroll
- f. Pay Estimates
- g. Erosion Control/Drainage
- h. E.E.O. Bulletin Boards
- i. Traffic Control
- j. Documentation
- k. Inspection
 - i. Material
 - ii. Field (Various Construction Operations)
- l. Army Corp and EPA permits, SWPP completion, NOI and NOT submittals as well as other paperwork required in active permits for the project.

m. CCDD compliance and necessary forms and paperwork

n. Various Other Items

2. **MEETINGS**

Prior to the start of construction, the KDOT shall arrange a pre-construction conference. All personnel involved with the project, including all necessary utility representatives, Contractor's personnel, construction supervision personnel, local agency representatives, and KDOT staff shall be requested to attend. The Resident shall be required to attend, run, provide agenda and take meeting minutes to be submitted to the KDOT with copies sent to all other attendees no later than 7 days after the date of the pre-construction conference.

Bi-weekly coordination meetings shall be scheduled and coordinated by the Resident. These meetings shall be for the purpose of coordinating construction activities for the upcoming two weeks, and any other important issues that may arise. The Resident shall be required to attend, run and also provide meeting minutes to be submitted to the KDOT no later than 7 days after the date of the coordination meeting.

3. **DOCUMENTATION**

a. **Project Diary:** The Project Diary is one of the most essential records kept on the job. The Resident or a designated representative shall be required to keep a daily diary on each contract.

The diary shall be a bound hardback book; there must be a separate diary on each Contract and a separate diary for each year. All entries throughout the diary shall be in ink.

The first entry in the diary shall be on the inside cover. This entry shall include the year, the official designation of the section (County, Section number, Route, District number, Job number, Contract number), the name of the Contractor, and the name and signature of the Resident. A list of all personnel (inspectors) assigned to or working on the project also shall be printed on the inside cover, and each person shall put his/her initials after his/her name. KDOT's return address shall be noted on the inside cover so that it may be returned if ever lost.

An entry must be made in the project diary for each day of the project, including weekends and holidays, except when the project is officially suspended. Entries must begin by the official start date or when the Contractor begins work, whichever is first. The diary shall contain a day-to-day record of all significant items relating to the project. The date and day of the week shall be shown on the top of the page. Also, the time(s) of arrival and departure of the Resident or staff shall be listed under the date. A description of the day activities, and the number and the type of workers for the general contractor and each of the subcontractors shall be recorded for each day. Other information that shall be documented in the project diary is:

i. Weather.

- ii. Progress schedule controlling item of work.
- iii. Working days charged and reason for partial or non-working days.
- iv. Traffic control inspections and changes.
- v. Description and hours of material inspection (done by Material Consultants)
- vi. Important discussions with Contractor(s).
- vii. Official visitors and inspections.
- viii. Opening and closing of detours.
- ix. Work and materials rejected and reasons.
- x. Time of discontinuing or resuming work and reasons.
- xi. Account of any time spent by Contractor's workers or equipment on disputable items of work.
- xii. The presence of railroad flaggers and whether the Contractor is to be reimbursed for their services.
- xiii. Length and cause of any delay.
- xiv. Dates on which payment began and end for Engineer's Field Office, or any other calendar-month item.
- xv. Description of important faxes and telephone calls. Unusual conditions, if any, such as high water, bridge failures, accidents/injuries, etc.

b. **Inspector's Daily Report (IDR):** An Inspector's daily inspection field report shall be kept the Resident and or his/her staff for each contract. I.D.O.T. form BC-628 shall be used for the documentation of daily work. This form is available as a spreadsheet on Microsoft Excel and is available from the KDOT Completed IDR forms shall be kept in chronological order in a 3-ring hard cover binder. The items shall be checked on the right side of the report when they are entered the Quantity Book. The information contained on this report shall identify:

- i. Date
- ii. Name of Contractor/Sub-Contractor(s) that performs on pay items
- iii. Weather
- iv. Item No.
- v. Pay Item
- vi. Location of work
- vii. Quantity and Units
- viii. Evidence of Material Inspection.
- ix. Calculations and Sketches (if applicable)

Note: Calculations and sketches shall be used to justify quantities of all items having foot, square foot, square yard, and cubic yard units. The calculations and sketches shall be based on accurate field measurements and shall be presented in a neat and concise manner on the bottom of the form, on the back page, and or on a separate additional sheet placed after IDR form sheet. Someone other than the person who performed the original calculations shall check all calculations.

c. **Quantity Book:** A Quantity Book shall be kept the Resident and or his/her staff for each contract. IDOT form OC-625 shall be used for the documentation of quantities for federally funded projects only. A similar KDOT Quantity Book Form shall be used for all other projects. The KDOT Quantity Book Form is available as a spreadsheet on Microsoft Excel and is available from the KDOT A separate Quantity Book sheet shall be provided for each contract pay item. A title page listing the official designation of the section, the name address, and telephone number of the Contractor, and the address of KDOT shall be provided. Also, a sheet index page listing item number, item, and page number shall be provided. The Quantity

Book Sheets (in numerical order), title page, and sheet index page shall all be kept in a 3-ring binder. Quantities shall be placed in this form daily.

d. **Field Books:** Hard cover, bound field books shall be used by the Resident and or his/her staff to record all field measurements including but not limited to the following information:

- i. Daily field measurements used to justify quantities shown in the IDR
- ii. Permanent survey records, layout checks, cross-sections
- iii. PCC paving summary
- iv. Bituminous concrete paving summary
- v. Pile driving records
- vi. Depth checks (PCC and bituminous paving, sub-base, topsoil, curb and gutter, etc.)

- i. All field books shall be identified with the following information and shall include: Route(s) description, section number, year, and the field book number (Ex.: Field Book #1) shall be listed on the front cover with a black marker.
- ii. Project designation and KDOT) address on the inside cover.
- iii. An index page that contains enough detail to show a reviewer the contents and location of the contents within the field book.

e. **Resident's Weekly Report:** A weekly report containing a record of the contractor's progress shall be kept by the Resident. IDOT form BC-239 shall be used for the Resident's Weekly Report. This report shall be filled out weekly, signed by the Resident, and a copy mailed to the Contractor's office as soon as possible (at no time shall the Contractor receive the copy later than 7 days from the date of the report). Copies of the report shall marked c.c. for:

- i. Contractor
- ii. Project file (KDOT)
- iii. Resident's file

f. **Other periodic reports** for traffic control and project issues shall be completed and maintained as per IDOT policy and procedures.

The Resident shall keep his/her copies in chronological order, and contained within a hard covered 3-ring binder.

4. **CHANGE ORDERS**

Whenever it becomes apparent that extra work is necessary on a project, the Resident shall contact KDOT. KDOT shall determine the appropriate course of action. Payment for extra work shall be classified as either an agreed Unit Price or a Force Account. In the case when an Agreed Unit Price shall be used, The Resident shall submit a formal request letter to the Contractor. This letter shall list the requested item, unit, and estimated quantity for an Agreed Unit Price. Once the Contractor's Agreed Unit Price letter is received, the KDOT shall review it. If the Agreed Unit Price letter is found acceptable, the Resident shall prepare the appropriate Change Order form and submit it to KDOT for further processing by IDOT.

In the case when a Force Account shall be used, the process shall be same as that of an Agreed Unit Price, except that the Resident shall submit a formal request letter to the Contractor

requesting an estimated amount for time, equipment and material costs for the proposed Force Account work.

No extra work shall be permitted unless authorized by KDOT.

The Resident shall document this work daily by using IDOT form BC-635 and both the Contractor and the Resident will retain copies.

Materials used on Force Account work that will be incorporated in the job must meet with satisfactory inspection.

The amounts of Labor, Equipment and Materials claimed by the Contractor on his submitted itemized bill, which he prepares at the completion of the extra work, must agree with the daily amounts shown on the completed BC-635 forms.

Refer to Article 109.04 of the Standard Specifications.

The completed itemized bill shall be submitted to KDOT for approval, and Change Order processing.

Once KDOT and/or IDOT (Bureau of Construction), as the case may be, have approved the Change Order, the Resident shall add the Agreed Unit Price(s) or Force Account(s) to the next pay estimate as a line item.

All Change Orders shall be either IDOT form BC-22 (for projects using Federal funds) or a KDOT Change Order form. The KDOT Change Order form is available as a spreadsheet on Microsoft Excel and can be obtained from the KDOT.

5. **PAY ESTIMATES**

The Resident shall prepare an Engineer's Payment Estimate (pay estimate) for submittal and payment at least once a month for each contract. All documented partially and completed work that has all required material inspection should be shown for payment on the Engineer's Payment Estimate form. This form shall be used for all projects (except projects using Federal funds). The form is available as a spreadsheet on Microsoft Excel and is available from KDOT.

The pay estimate form for projects using Federal funds shall be received from IDOT (Bureau of Construction – FAUS Projects) once a month. The Resident shall write in the quantities, sign his/her name to the bottom of the form, and return it to IDOT (Bureau of Construction – FAUS Projects) for processing of payment. Also, the Resident shall send a copy to KDOT for the job file, as well as retain a copy for Resident's file.

The Resident shall meet with the Contractor before the pay estimate is submitted to insure agreement of all quantities included in the pay estimate for the month. Any discrepancy or disagreement between the contractor and the consultant shall be immediately reported to the KDOT.

The Resident shall then submit the pay estimate to KDOT for review and processing of payment.

6. **INSPECTION MATERIAL**

An independent Materials Consultant shall perform all required material inspection for all projects. The Materials Consultant shall be under the direct employment of Consultant and shall be assigned by the KDOT. The Resident shall coordinate direct, and schedule all material inspection with the Materials Consultant. The Material Consultant shall not be responsible for determining when, what, and where they should be performing material inspection. The Resident shall determine the type, frequency, and location as required by the IDOT Project Procedures Guide (Sampling Frequencies for Testing and Inspection) and/or KDOT.

All billings for material inspection services shall be checked and verified with the Project Diary by the Resident or his/her staff for correct dates, hours, and charges. Any disparities shall be reported to KDOT as soon as possible. Copies of all material inspection billings shall be kept in the Resident's file.

Materials inspection and documentation is the responsibility of the Materials Consultant. However, the Resident and his/her staff shall verify that the quality, quantity, and frequency of all material inspection reports meet the requirements of IDOT (Bureau of Materials). Copies of completed material inspection reports shall be retained in the Resident's file.

7. **PLAN QUANTITY ACCEPTANCE**

The acceptance of plan quantities as final quantities for a number of the pay items is acceptable providing that KDOT and the Contractor agree in writing that the plan quantities are accurate and will be used as final quantities. The Resident shall receive a list of the items from **KDOT** that KDOT would like to agree upon.

The Resident and or his/her staff shall, from the plans, verify the accuracy of the quantity of each item on the list. The Resident shall then submit his/her findings, which shall include all calculations used to determine the accuracy of the quantity on the list to KDOT. The KDOT will review the Resident's calculations to determine which items to include on IDOT form BC-981. This form shall be presented to the Contractor at the Pre-Construction Conference and be reviewed, signed, and returned to KDOT before any construction work has begun.

8. **CONSTRUCTION LAYOUT VERIFICATION**

All construction layout and staking shall normally be provided by the Contractor and paid for by the item "Construction Layout Stakes". The Resident and or his/her staff shall recover and identify all horizontal control points, benchmarks, and right-of-way corners (for newly acquired parcels) prior to construction. The Resident shall instruct Contractor to submit copies of all field book information regarding layout on a daily basis to be retained in the Resident's file. The Resident and or his/her staff shall use standard survey methods to randomly check all horizontal locations and elevations for every staking operation. The Resident and or his/her staff shall document all layout checks in a field book. In the event that an error is found, the Resident shall notify the Contractor immediately and insure that he/she corrects the error as soon as possible. If an unnecessary amount of layout errors persist, the Resident shall notify KDOT as soon as possible.

9. **TRAFFIC CONTROL INSPECTION**

Inspection of all traffic control devices, signing, pavement marking, etc. shall be inspected by the Resident or his/her staff at least twice a day when the Contractor is working and once a day when is the Contractor not working. One of the traffic control inspections shall be done at the later part of the day, before the contractor leaves, to allow time for the contractor to correct any deficiencies before they leave at the end of the day. The Resident and or his/her staff shall verify that all traffic control is accordance with the Traffic Control plan, and all applicable standards. The Resident and or his/her staff shall notify the Contractor as soon as possible of any and all deficiencies including:

- a. Downed and/or damaged signs
- b. Downed and/or damaged barricades or sign panels
- c. Worn, missing or conflicting temporary pavement marking
- d. Malfunctioning or damaged temporary traffic signals and temporary roadway lighting

The Resident shall list the times of inspection, descriptions of any and all deficiencies, and description of conversation with Contractor in the Daily Diary and complete the appropriate IDOT forms for Traffic Control Inspection for daytime and/or nighttime inspection.

10. **FINAL INSPECTIONS**

- a. **Traffic Signal/Roadway Lighting Installation:** Once Traffic Signal/Roadway Lighting installation have been completed and energized, the Resident shall schedule a Pre-Turn On inspection with the Contractor and KDOT. The Contractor shall address any deficiencies that are discovered as soon as possible. Once all deficiencies have been addressed, the Resident shall schedule a Turn On inspection with the Contractor, Maintenance Contractor, IDOT representative, controller manufacturer's technician (Traffic Signals) and the KDOT.
- b. **Overall Project Inspection (Final Walk-Through):** Upon notice from the Contractor of completion of the entire project, the Resident shall schedule a walk-through inspection with the Contractor, KDOT and any other agency (Municipal and/or State) representatives if there is any outside agency funding. The inspection shall consist of walking the length of all portions of roadway (both sides). The Resident shall include any and all deficiencies that are discovered in the Resident's Punch list. The Punch list shall be addressed to the Contractor and signed by the Resident. The Punch list shall be mailed to the Contractor, and a copy shall be sent to KDOT. Once all deficiencies have been addressed, the Resident shall conduct another inspection with the Contractor to insure that all the items on the punch list have been addressed.

11. **FINALING OUT OF PROJECTS**

Upon receiving notice of project completion from the Contractor, the Resident shall schedule a meeting with the Contractor and KDOT to finalize quantities for all items per contract. Once final quantities are agreeable with both the Contractor and KDOT, the Resident shall prepare an Engineer's Semi-Final Pay Estimate, which shall include all final quantities with 1% retainage. The Engineer's Semi-Final Pay Estimate shall then be submitted to KDOT for review and processing of payment.

The Resident shall also prepare Engineer's Final Pay Estimate, which shall be the same as the Engineer's Semi-Final Pay Estimate with the exception that the retainage shall be reduced to 0%. This final pay estimate shall be presented on the Engineer's Final Pay Estimate form, which can be obtained from KDOT. The Resident shall also prepare and submit to KDOT the following:

- a. Balance Authorization sheet(s)
- b. Explanations for changes in total dollar values that exceed \$2000.00 per item
- c. Any un-approved Change Orders

The Balance Authorization form is available as a spreadsheet on Microsoft Excel and can be obtained from KDOT.

Once the Engineer's Final Pay Estimate is submitted to IDOT for approval, the Bureau of Materials shall check all items for the required materials inspection and certification. The Resident shall receive a list of material deficiencies from KDOT. The Resident then shall make a formal request to the Contractor and or the Materials Consultant for all needed material inspection and certification. Once the Resident receives all requested material inspection and certification, he/she shall submit it directly to I.D.O.T. (Bureau of Materials).

12. RECORD DRAWINGS and SCANNED JOB BOX

The Resident and or his/her staff shall provide a complete set of record drawings (as built plans) to **K.D.O.T.** for their records. The record drawings shall be marked as "RECORD DRAWINGS" dated and initialed by the individual(s) who prepared them. **All sheets, regardless of whether they have been modified, shall be marked as REVISED in an appropriate box or space,** The drawings shall consist of a 24"x 36" size set of project plans that have all changes and additions tagged by clouds or similar easy to see markings in red ink. In addition, the consultant shall provide professionally scanned copies of all "AS BUILT" plans, as well as the entire IDOT or KDOT approved project job box, in PDF format as part of the engineering services for the project. Copies of all photos taken by the RE and staff in JPEG, DGN or TIFF format shall also be included in the final documents. These documents may be submitted on dedicated hard drives, flash drives or CDs, intended for archiving of important documents, depending on the file sizes.

EXHIBIT "C"

PREVAILING WAGE RATES

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

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

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

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

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

Clark Dietz, Inc.
Company Name

[Signature]
Signature of Officer of Company

Exec. Vice President
Title

5.30.18
Date



May 30, 2018

Kane County Government Center
Purchasing Department, Bld. A
719 South Batavia Avenue
Geneva, IL 60134

Re: Contract Disclosure
Kane County Code, Art. II, Div. 3, Sec. 2-211
Clark Dietz, Inc.

To Whom It May Concern:

In compliance with the Kane County Code referenced above, this letter will serve as our disclosure of:

A. Campaign contributions for the last 12 months

Clark Dietz, Inc. has not made campaign contributions in the past 12 months.

B. Individuals having more than 5% ownership of shares in Clark Dietz, Inc.

There are four individuals that hold more than 5% of shares in Clark Dietz, Inc. They are:

Charles Craddock	10.3%
John Boldt	9.9%
Jerry Payonk	7.0%
Hans Peterson	6.6%

C. Names and contact information of lobbyists, agents and representatives

Clark Dietz, Inc. does not have any lobbyist, agents or representatives who are or would be having contact with Kane County employees or officials in relation to contracts or bids.

D. A statement under oath that we have not withheld any disclosures as to the economic interest.

Clark Dietz, Inc. has not withheld nor reserved any information regarding economic interest in the firm as required by County Code for this disclosure.

Sincerely,

Clark Dietz, Inc.

Jerald T. Payonk
Executive Vice President

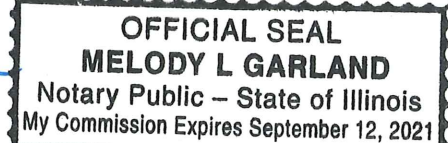
State of Illinois

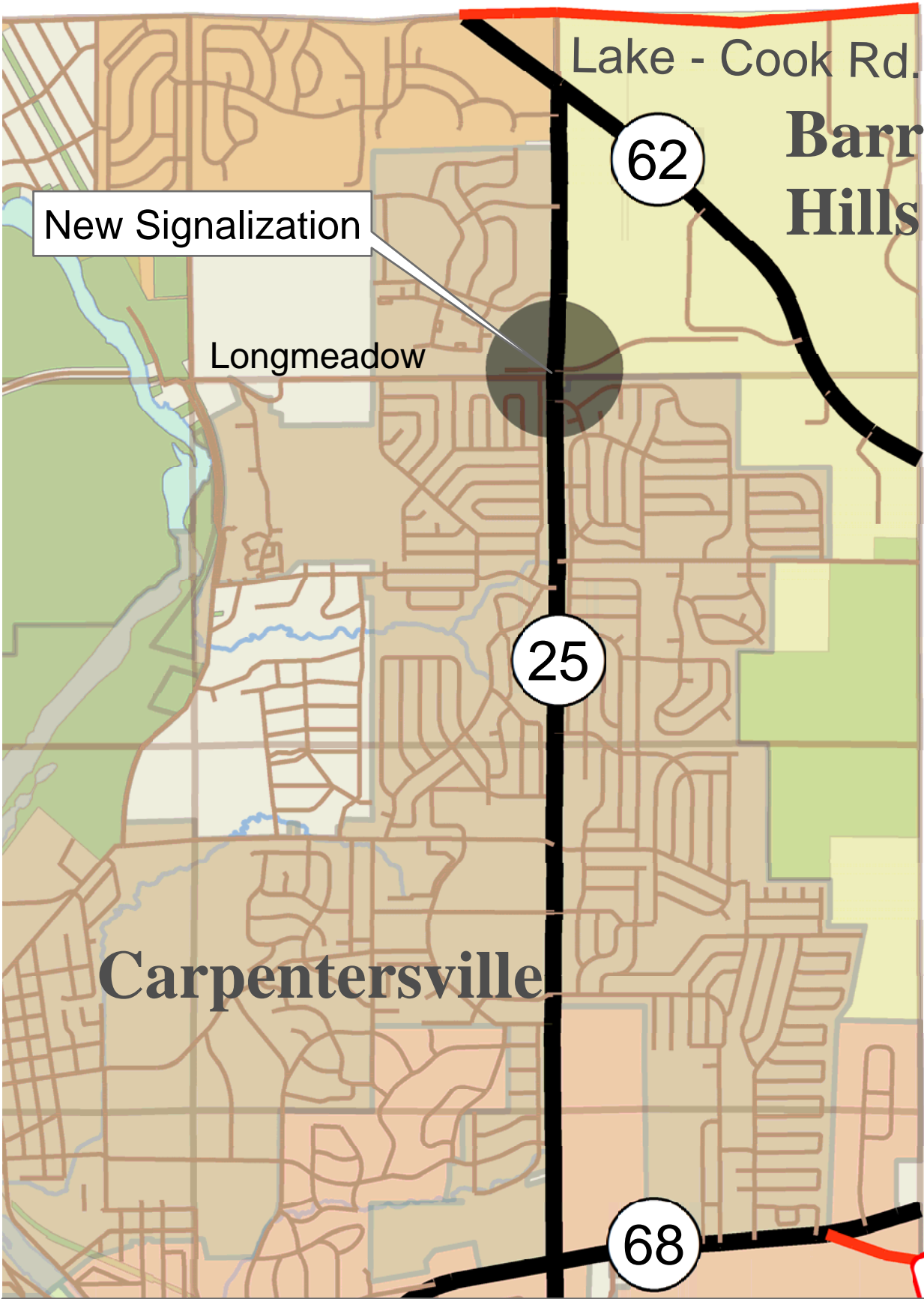
County of Champaign

Signed and affirmed to before me on May 30, 2018

by Jerald T. Payonk

Melody L. Garland
Notary Public





New Signalization

Longmeadow

Lake - Cook Rd.

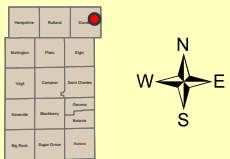
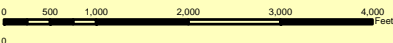
Barrington Hills

Carpentersville

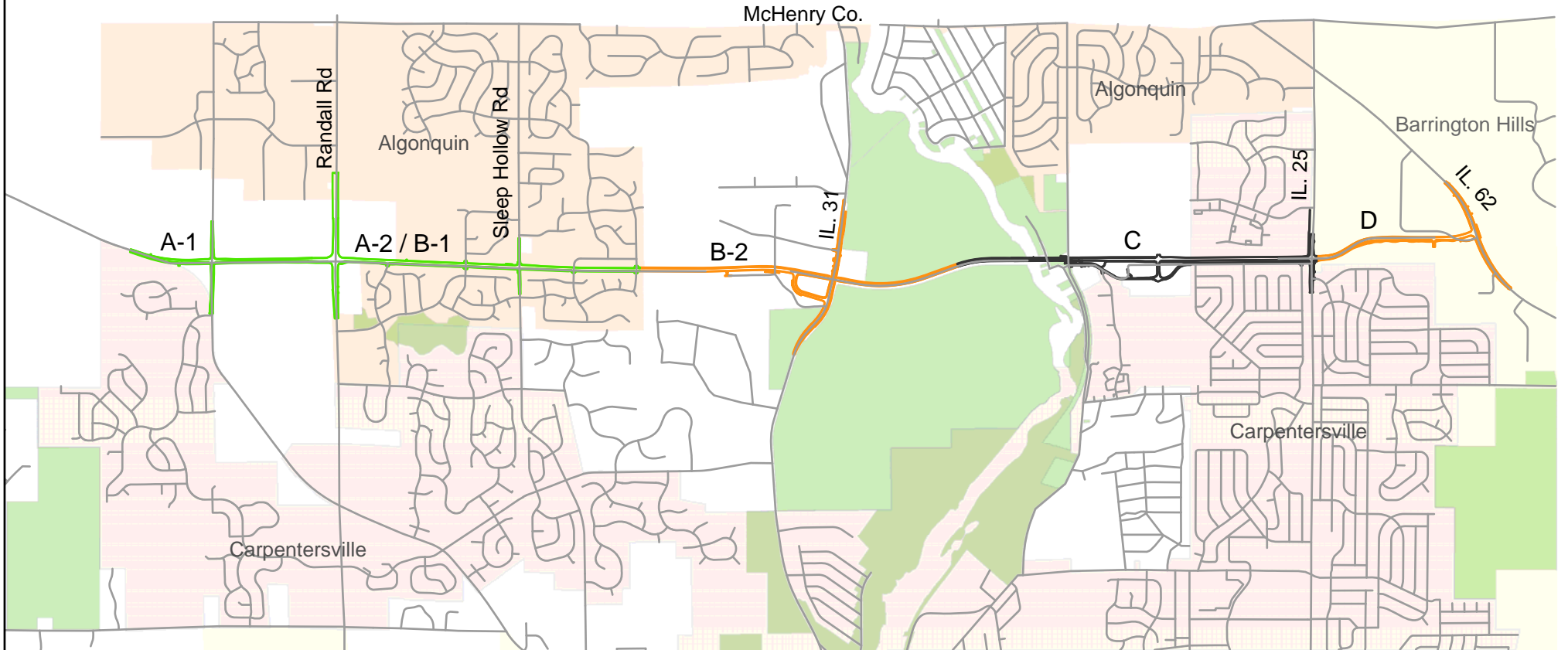
Legend

- Interstates
- US Roads
- State Roads
- County Roads
- Other Roads
- Rail Roads
- County Boundary
- Township Boundary
- Fox River
- Forest Preserves
- Municipalities

Section Number 18-00215-22-CH
 Longmeadow Parkway Section C3
 New Signalization at Illinois Route 25



Longmeadow Parkway



Legend

- Construction Complete
- Under Construction
- Targeting Construction Late 2018-2021